

## **General Terms and Conditions of Carriage and Freight Forwarding**

### **Arra Group Sp. z o.o. and Arra Sp. z o.o.**

#### **§ 1.**

##### **Subject Matter of the Agreement**

1. These General Terms and Conditions of Carriage and Freight Forwarding, hereinafter referred to as the **“General Terms and Conditions”**, apply to rendering transportation and forwarding services by road, air and sea by Arra Group spółka z ograniczoną odpowiedzialnością with its registered office in Głogów, entered in the Register of Entrepreneurs kept by the District Court for Wrocław - Fabryczna in Wrocław, 9th Commercial Division of the National Court Register under KRS number 0000968051, NIP 6932176226, and Arra spółka z ograniczoną odpowiedzialnością with its registered office in Głogów, entered in the Register of Entrepreneurs kept by the District Court for Wrocław - Fabryczna in Wrocław, 9th Commercial Division of the National Court Register under KRS number 0000967784, NIP 6932174983, hereinafter referred to as the **“Carrier”**.
2. These General Terms and Conditions apply to the provision of services to entities which are not consumers within the meaning of the Civil Code, hereinafter referred to as **“Principal”**.
3. The Carrier and the Principal concluding the agreement for the provision of transport services shall be collectively referred to as **“the Parties”**.

#### **§ 2.**

##### **Services**

1. The Parties declare that the provision of the services will take place under the agreement for the provision of services, these General Terms and Conditions and on the basis of specific provisions of individual orders. If, in a particular case, the terms of the specific provisions of the orders are not compliant with the agreement or the General Terms and Conditions, the order shall take precedence if it has been duly accepted by both parties. If, in a specific case, the provisions of the agreement are not compliant with the General Terms and Conditions, the agreement shall take precedence.
2. The Carrier shall accept the order on a case-by-case basis by sending information on acceptance of the order to the Principal, under the pain of acknowledging that the agreement has not been concluded.

#### **§ 3.**

##### **General terms and conditions applicable to the performance of transport services**

1. The Carrier shall be liable for the performance of the road carriage in accordance with the applicable regulations (in particular the CMR Convention or the Transport Law) and declares that it holds any permits and licenses necessary for the legal performance of the service for the benefit of the Principal as well as the valid carrier's third party liability insurance policy (OCP).
2. The Carrier shall perform the carriage ensuring conditions appropriate to the type of products, in a specialised vehicle suitable to the type of cargo carried, in particular, adapted for the carriage of medicines or other specific goods, in accordance with the order received in writing or electronically from the Principal.

3. The main subject matter of the Carrier's activity is the transport at controlled temperatures of medicinal products and other goods, including, among others, those constituting means of special nutritional use, medical devices and dietary supplements or other products authorised for marketing in pharmaceutical wholesale outlets as well as food products. Detailed values of the temperature required for the particular carriage will result on a case-by-case basis from the transport order issued to the Carrier.
4. The Principal shall be responsible for the preparation and packaging of the cargo in a manner suitable for transport by road (tape-secured cardboard shipments, foil-wrapped pallet shipments secured with tape, the goods may not protrude beyond the edge of the pallets) and labelling of shipments with the consignee's name, address, and clear information regarding additional temperature requirements.
5. The Principal is responsible for the conformity of the transport documentation with the carried freight and its correctness. The Principal undertakes to organise and ensure, using its own efforts and at its own expense, the loading and unloading of the cargo to and from the Carrier's means of transport. The Carrier shall not be obliged in any way to carry out the loading and unloading operations.
6. In the event of such necessity, particularly in the event of a vehicle breakdown or a road accident, the Carrier shall be entitled to change the vehicle, the semi-trailer or perform reloading.
7. In order to execute the order, in the absence of separate written arrangements, the Carrier may use the services of a subcontractor without the need to obtain the consent of the Principal. Under such circumstances the Principal shall not be authorised to pursue any claims. The Carrier shall be liable to the Principal for the acts and omissions of the sub-contractor as for its own acts and omissions.
8. During the execution of an order by the Carrier, in the absence of a separate written agreement, the prohibition regarding recharging, reloading or reselling the order shall not apply.
9. If the Consignee refuses to collect the goods, the Carrier shall immediately contact the Principal in order to determine the further course of action. For each commenced hour of waiting to collect the goods, to transport the goods to another place or to transport the goods back to the Principal, the Carrier shall be entitled to an additional remuneration in the amount specified in Appendix 1 to these General Terms and Conditions of Carriage, unless otherwise stated in separate terms of cooperation.
10. The Principal shall not be entitled to claim payment of the contractual penalty in the event of late delivery or damage to the goods. Compensation may be claimed under the general rules. Under such circumstances, the Principal shall not be entitled to withhold the remuneration due to the Carrier for the execution of the order or apply any deductions.
11. The Carrier shall not be bound by any non-competition or contact prohibition that may be set out in the agreement with the Principal or in the Principal's general terms and conditions. The Principal's general terms and conditions shall be binding on the Carrier only if provided to it prior to the conclusion of the agreement, accepted and to the extent that they are not in conflict with these General Terms and Conditions.
12. In case of cancellation of the order by the Principal prior to the indicated loading time, the Principal shall be bound to pay to the Carrier the remuneration specified in the order, the price list or the terms of the offer and to reimburse the Carrier for the costs incurred in connection with its readiness to execute the aforementioned order.
13. The Carrier shall be liable for the number of external packaging (cartons or pallets) entrusted to it

for transport and it shall not be liable for any lack of quantity in the internal packaging if the external packaging bears no signs of tampering.

14. Complaints related to damages and shortages found during transport will be reported to the Carrier's registered office. The basis for processing a complaint is the submission of the following documents:
  - a) the original transport order and/or bill of lading, if any,
  - b) damage report prepared by the Consignee upon collection of the consignment and signed by the Carrier's driver,
  - c) a document indicating the value of the materials that are the subject of the Consignment,
  - d) a written claim with a calculation of the damage caused.
15. The Carrier shall have the right to refuse to accept the goods for carriage in quantities which are not consistent with the declared weight/measure or if the required packaging is missing, particularly if the lack of packaging may result in damage to the goods or destruction of the vehicle.
16. The Carrier shall have the right to resign from the order:
  - a) within 12 hours before the agreed loading time - without stating reasons,
  - b) by the agreed loading time - for important reasons.

Under such circumstances the Principal shall not be authorised to pursue any claims.
17. The Principal shall not have the right to withhold the payment of the remuneration to the Carrier in case of submission of a complaint against the Principal by a third party (customer, consignor, consignee, person ordering the transport, etc.).
18. If the goods are found to be damaged, the Carrier should be informed immediately and a report must be drawn up. The Principal shall not be authorised to withhold payment in the event of damage to the goods or untimely fulfilment of the order.
19. Measurement of temperature on loading and unloading is the responsibility of the Principal - in case of deviation from the temperature stated on the order, it is the Principal's responsibility to inform the Carrier immediately in writing.
20. The Principal shall be bound to ensure correct loading and unloading conditions, in particular with regard to maintaining the controlled temperature during these operations. The carrier is not responsible for temperature exceedances: resulting from loading / unloading, resulting from normal operation of the unit (defrosting) and which may occur during ferry crossings.
21. The Principal undertakes to enable the Carrier or a person indicated by it to collect the consignment at the warehouse or the place of Loading, at the time indicated in the transport order.
22. The Principal is responsible for the fact that the shipment delivered by the Carrier or a person indicated by it will be collected at the place indicated in the transport order.
23. The Principal undertakes that the Consignee will unload the consignment within a maximum of 60 minutes after its delivery. If this time is exceeded, the Carrier shall be entitled to the remuneration specified in Appendix 1. The Principal shall provide, at the request of the Carrier, assistance in contacts with the Consignees of the consignments.

### **§ 3a.**

#### **Transport of medicinal products**

1. Medicinal products within the meaning of this paragraph shall be understood as medicinal products and other goods, including, but not limited to, products for particular nutritional use, medical devices and dietary supplements or other products admitted to trading in a pharmaceutical wholesaler outlets.
2. The Carrier declares that, within the scope of its services, it shall ensure throughout the transport of the Principal's Products appropriate conditions for the transport of the Principal's medicinal products covered by the agreement in accordance with the requirements of:
  - a) the Act of 6 September 2001 - Pharmaceutical Law, implementing acts to this Act,
  - b) regulation of the Minister of Health of 13 March 2015 concerning the requirements of Good Distribution Practice,
  - c) Directive 2013/C 343/01 Guidelines of 5 November 2013 on Good Distribution Practice of medicinal products for human use(2013/C 343/01),
  - d) other generally applicable regulations,
  - e) transport order.
3. The Principal declares that all medicinal products delivered for transport come from legal distribution channels and have marketing authorisations as required by law.
4. The Principal shall ensure that its suppliers are authorised to trade in medicinal products and have been qualified and verified in the scope of legally required authorisations to distribute medicinal products, in accordance with the requirements of Good Distribution Practice.
5. The Principal undertakes to provide evidence of the aforementioned qualification on each request by the Carrier.
6. The Principal declares that it holds the relevant licence for trading in medicinal products and has at its disposal appropriate premises, facilities and equipment - so as to ensure proper storage of medicinal products in accordance with the requirements of the Good Distribution Practice.
7. The Principal shall ensure that it has procedures in place to prevent trading in counterfeit medicinal products and procedures to prevent trading in withdrawn or withheld medicinal products.
8. The Principal is obliged to ensure that the medicinal product is released undamaged and in the condition that enables its proper carriage, in particular it is obliged to:
  - a) pack medicinal products adequately to their size, weight and type and in such a way as to prevent damage to other goods and to prevent access to the medicinal products by third parties without tampering the packaging,
  - b) label medicinal products properly, indicating the conditions of their transport, in accordance with the terms of the transport order,
  - c) attach documents indicating the name, series, expiry date and quantity of these products.
9. To the extent other than regulated in this paragraph, the provisions of § 3 shall apply accordingly.

**3b.**

**Transport of food products**

1. The Carrier declares that, within the scope of its services, it shall ensure the appropriate conditions for the transport of the Principal's food products subject to the Agreement throughout the period of transport in accordance with the requirements of:
  - a) Act of 6 September 2001 on road transport (Journal of Laws 2001 No. 125 item 1371),
  - b) the ATP Agreement on the International Carriage of Perishable Foodstuffs and on the Special Equipment to be used for such Carriage, ratified by Poland in 1984,
  - c) Regulation No 852/2004 of the European Parliament and of the Council of 29 April 2004 on the hygiene of foodstuffs,
  - d) other generally applicable legislation.
2. To the extent other than regulated in this paragraph, the provisions of § 3 and 3a shall apply accordingly.

**§ 4.**

**General terms and conditions applicable to the performance of forwarding services**

1. Within the scope of its activities, the Carrier may organise the carriage of freight and perform activities relating thereto, mainly the dispatch or receipt of transport consignments or other services relating to their carriage. The scope and conditions of the service are defined on a case-by-case basis in each individual order.
2. The carrier provides its services both in the territory of Poland and in other countries.
3. Within the framework of its forwarding activity, the Carrier links the Principals with the suppliers or recipients of cargo, carriers offering carriage by various means of transport, loaders, unloaders and other entities participating in the organisation of transport.
4. The provisions of § 3 apply respectively to forwarding services rendered by Carrier.

**§ 4a.**

**General terms and conditions applicable to the performance of air forwarding services**

1. The Carrier shall provide services in the scope of organising air transport. The organisation of transport will consist, in particular, in the selection of a carrier to perform the transport and the conclusion of the agreement for carriage with that carrier on behalf of the Carrier in favour of the Principal.
2. Within the scope of this paragraph, the Carrier acts as a freight forwarder and does not perform the function of an air carrier.
3. The Carrier shall provide services related to the carriage of goods by air which may be performed by the Carrier, including: transport advisory services, handling, storage, packaging, picking, arranging customs service and distribution.
4. Acceptance of the consignment for carriage by air shall take place on the basis of the air waybill.
5. The conditions of carriage applied by carriers and specified in the air waybills and accompanying documents will apply to the terms and conditions of execution of the forwarding orders.
6. The Carrier shall be responsible for performing the carriage in accordance with applicable regulations, in particular the Convention for the Unification of Certain Rules for International

Carriage by Air done at Montreal on 28 May 1999, hereinafter referred to as the Montreal Convention.

7. The Carrier shall be liable as freight forwarder in the event of loss, destruction or damage to the goods if such loss, destruction or damage occurred during the carriage by air or the performance of other services under the order and for the damage caused by a delay in the carriage of the goods.
8. Under no circumstances shall the liability of the Carrier be greater than that of the actual carrier or the contractual carrier, in accordance with the concluded agreement for carriage and the provisions of the Montreal Convention. The Carrier shall be entitled to refer to any rights and limitations of liability which the actual or contractual carrier is entitled to invoke.
9. The Carrier shall have the right to choose the carrier to perform the transport at its own discretion, provided that the carrier meets the requirements of the forwarding order and the requirements of the law regarding the performance of the services in question. A choice made by the Carrier on the basis of the aforementioned premises shall satisfy the Carrier's obligation to exercise due diligence in making the choice and discharge the Carrier of its liability for any fault in choice.
10. The Principal shall bear all the obligations which, under the law, rest with the sender of the consignment.
11. The Carrier shall not provide services with respect to goods that are deemed dangerous according to generally applicable regulations, including in particular the Technical Instructions of the International Civil Aviation Organization (ICAO), the Dangerous Goods Regulations of the International Air Transport Association (IATA), the International Maritime Dangerous Goods Code (IMDG), and any other national and international regulations related to the provision of services involving dangerous goods.
12. The Carrier may decide to accept certain dangerous goods, however, subject to prior arrangement between the Carrier and the Principal on the requirements associated with the dangerous goods.
13. In the case of ordering the transport of dangerous goods, the Principal undertakes to provide any documents and information on the cargo, as required by the current applicable regulations referred to in subparagraph 13 and undertakes to report, document, mark and pack them in a manner compliant with the current applicable regulations.
14. Temperature-sensitive goods - including, but not limited to, medicinal products, cosmetics and food products - should be packaged according to the type of goods, in a way that guarantees adequate protection.
15. The Carrier reserves that the rates agreed between the parties for the carriage of goods may be subject to change in the event of a change in any of the parameters relevant to determining the rate, including in particular the size of the consignment, the deadline for performing the services, the terms of payment.
16. Additional costs of performing the services, such as e.g. the costs of presenting the goods for customs examination, scanning, inspection, storage, airline supplements, may be added to the rates of carriage agreed by the Parties. Any additional costs shall be borne by the Principal.
17. The Carrier shall determine the terms and conditions for the performance of the services, in particular the price, for neutral goods, unless otherwise agreed by the Parties.
18. The rate agreed between the parties for the performance of the services does not include export and import charges. All customs and tax payments shall be made by the Principal.

19. The Principal is obliged to provide the Carrier with all documentation, permits and information necessary for the performance of the service in accordance with the order and all applicable regulations, including in particular the relevant customs documentation.
20. When an order involves the carriage of dangerous goods, the Principal is obliged to immediately inform the Carrier thereof and to mark the packed goods accordingly.
21. Whenever in connection with the performance of the agreement the Carrier incurs obligations or a claim is raised against the Carrier - the Principal is obliged to discharge the Carrier from such obligations and claims. This applies in particular if the Carrier acts as consignor or consignee in the air waybill and is therefore obliged to bear costs and expenses, or a claim is made against the Carrier in respect of the above-mentioned circumstances.
22. To the extent other than regulated in this paragraph, the provisions of § 3 and § 4 shall apply, accordingly.

#### **4b.**

##### **General terms and conditions applicable to the performance of sea forwarding services**

1. The Carrier shall provide services in the scope of organising the sea transport. The organisation of transport will consist, in particular, in the selection of a carrier to perform the transport and the conclusion of the agreement for carriage with that carrier on behalf of the Carrier in favour of the Principal.
2. Within the scope of this paragraph, the Carrier acts as a freight forwarder and does not perform the function of a sea carrier (shipowner).
3. Acceptance of the consignment for sea transport shall take place on the basis of the bill of lading/sea waybill.
4. The Carrier is responsible for performing the carriage in accordance with the regulations in force, in particular the provisions of the Convention for the Unification of Certain Rules Relating to Bills of Lading, signed at Brussels on 25 August 1924, as amended by the protocols drawn up at Brussels on 23 February 1968 and 21 December 1979. - The Hague-Visby Rules (Journal of Laws 1937, No. 33, item 258, Journal of Laws 1980 No. 14, item 48, Journal of Laws 1985 No. 9 item 26 as amended), hereinafter referred to as the "Brussels Convention".
5. Under no circumstances shall the liability of the Carrier be greater than that of the actual carrier or the contractual carrier, in accordance with the concluded agreement and the provisions of the Brussels Convention.
6. The Carrier shall not provide services with respect to goods that are deemed dangerous according to generally applicable regulations, including in particular the International Maritime Dangerous Goods Code (IMDG) and any other national and international regulations related to the provision of services involving dangerous goods.
7. The Carrier may decide to accept certain dangerous goods, however, subject to prior arrangement between the Carrier and the Principal on the requirements associated with the dangerous goods.
8. In the case of ordering the transport of dangerous goods, the Principal undertakes to provide any documents and information on the cargo, as required by the current applicable regulations referred to in subparagraph 7 and undertakes to report, document, mark and pack them in a manner compliant with the current applicable regulations.
9. To the extent other than regulated in this paragraph, the provisions of § 3, 4 and 4a shall apply,

accordingly.

#### **§ 4c.**

##### **Limits of Carrier's liability in the carriage by road**

1. Upon taking over the goods from the Principal, the Carrier shall assume responsibility for the execution of the order.
2. The Carrier shall be liable for loss of, or damage to the goods occurring from the time of taking over of the goods for carriage until delivery to the consignee indicated in the bill of lading and for the delays in delivery. As soon as the consignee has taken over the goods, the Carrier shall be discharged of its liability for any loss, deficiency or damage to the goods.
3. The limits of the Carrier's liability for the damage suffered by the Principal stem from the Act of 15 November 1984 Transport Law and the Convention on the Contract for the International Carriage of Goods by Road (CMR) and the Protocol of Signature, drawn up at Geneva on 19 May 1956.
4. If, under the provisions of the CMR Convention, the Carrier is liable to pay compensation for the total or partial loss of the goods, such compensation shall be calculated by reference to the value of the goods at the place and time at which they were accepted for carriage. The compensation shall be determined in accordance with the rules laid down in Article 23(2) of the CMR Convention. The compensation, however, shall not exceed 8.33 of the unit of account per 1 kilogram of the missing gross weight.
5. Higher compensation can only be claimed if the value of the goods is declared or a special interest in their delivery is declared, in accordance with Articles 24 and 26 of the CMR Convention. In the absence of separate agreements, the Carrier's price list does not take into account cases of declaring the value of the goods or declaring a special interest in their delivery, while the prices for these services will be determined individually.
6. If the carriage is subject to the provisions of the Act on Transport Law, the amount of the compensation for loss or deficiency of the goods attributed to the Carrier may not exceed the value which is determined on the basis of the circumstances indicated in Article 80(1) and (2) of the Transport Law.
7. In the event that the value of the goods transported as part of domestic transport services exceeds the amount of €1,000,000, the Principal shall be bound to indicate in the bill of lading and the transport order the declared value of the goods, as defined in Article 80(3) of the Transport Law and Article 24 of the CMR Convention. In case of loss of a consignment with declared value, compensation shall be due in the amount of the declared value, and in case of deficiency - in the corresponding part, unless the Carrier proves that the declared value exceeds the value determined in the manner prescribed by generally applicable regulations.
8. If the carriage is subject to the provisions of the CMR Convention, in case of damage to the consignment the Carrier shall pay the amount by which the value of the goods has decreased, calculated according to the value of the goods determined according to provisions of the CMR Convention. However, the compensation shall not exceed:
  - a) if the entire consignment has been reduced in value through damage, the amount which would have been payable if the entire consignment had been lost;
  - b) if only part of the consignment has been damaged, the amount which would be payable in the event of loss of the part affected by the damage.



9. Where the carriage is subject to the provisions of the Act on Transport Law, in the event of damage to the goods, the compensation shall be set in the amount corresponding to the percentage decrease in their value. However, the amount of compensation may not exceed the amount of compensation due for:
  - a) the loss of the entire consignment if it has suffered a reduction in value as a result of damage;
  - b) the deficiency in that part of the consignment which has suffered a reduction in value as a result of damage.
10. When the carriage is subject to the provisions of the CMR Convention, in case of a delay in delivery, if the Principal proves that a damage has resulted to it, the Carrier shall pay compensation which must not exceed the amount of the carriage charge.
11. When the carriage is subject to the provisions of the Transport Law, if due to a delay in carriage a damage other than to the consignment has occurred, the Carrier shall pay compensation up to the double of the amount of the carriage charge.
12. In matters other than regulated in this paragraph, the provisions of the Transport Law and the CMR Convention shall apply.

## **§ 5.**

### **Remuneration**

1. The Carrier shall deliver the invoice to the Principal within 7 days of the service provision, or collectively, after the end of the settlement period. The day of performance of the service shall be the day of unloading of the cargo at the destination.
2. The Principal will make payment within 14 days of delivery of the invoice, to the bank account indicated in the invoice.
3. The date on which the amount of the remuneration is credited to the Carrier's bank account shall be deemed the date of payment.
4. In case of a delay in the payment of an invoice, the Carrier shall be entitled to charge statutory interest for delay at a rate specified by applicable law.

## **§ 6.**

### **Business secrecy and confidentiality clause**

1. The Principal undertakes to keep strictly confidential all information in connection with the performance of the agreement for the provision of services by the Carrier, except where disclosure is necessary for the performance of the agreement.
2. The Principal undertakes to protect the Carrier's confidential information relating in particular to the Carrier's undertaking and its customers and to use this information solely for the due performance of its contractual obligations. The Carrier undertakes, in particular, to:
  - a) keep confidential any information the unauthorised disclosure, communication or use of which could cause damage to the Carrier or pose risk to its interests,
  - b) keep the confidentiality of the Carrier's business within the meaning of Article 11(4) of the Act on combating unfair competition.
3. The obligation referred to in subparagraphs 1 and 2 shall not apply to information which is generally known or which has been made public by the Carrier.

4. The confidentiality obligation referred to in subparagraphs 1 and 2 shall apply to all employees, collaborators and subcontractors of the Principal.
5. The Principal undertakes that its employees and other persons authorised to process personal data shall be bound to keep confidentiality or shall be subject to an adequate statutory obligation of maintaining secrecy and the Principal shall immediately report to the Carrier all cases of breach or likely breach of this obligation.
6. Each violation of the secrecy referred to in paragraphs 1 and 2 above shall give rise to an obligation on the part of the Principal to pay the Carrier a contractual penalty of EUR 50,000.
7. The foregoing obligations shall apply during the term of the agreement as well as after its termination.

## **§ 7.**

### **Term of the Agreement**

1. If no separate provision has been included in the written agreement, the Agreement between the parties shall be concluded for an indefinite period with three months' period of notice, effective at the end of a calendar month. The notice of termination shall be served on the other party in writing, with effect at the end of the calendar month.
2. The Agreement may be terminated by mutual agreement of the Parties in writing at any time.
3. The Carrier has the right to terminate the agreement without notice in the event that the Principal breaches the provisions of the agreement or the General Terms and Conditions, in particular if the Principal:
  - a) violates the obligation of business secrecy and confidentiality referred to in § 6,
  - b) violates other applicable legal regulations,
  - c) does not possess the licences and permits required under its national law for the pursuit of its business activities,
  - d) entrusts the Carrier with the performance of carriage contrary to the regulations in force in the country of the Principal, the Carrier, the European Union regulations and international agreements in force,
  - e) harms the reputation of the Carrier through its actions,
  - f) fails to submit financial settlement after the Carrier has provided the service within the agreed time limit.
4. The date of termination of the Agreement under subparagraph 3 shall be effected in writing within one week after an ineffective written request to cease gross violations of the terms of this Agreement.
5. In the event of termination, dissolution or expiry of the agreement, the Principal undertakes to return to the Carrier all documents and other materials which are the property of the Carrier.
6. If the Principal fails to comply with the obligation set out in subparagraph 5 above, it shall pay to the Carrier a contractual penalty of EUR 1,000 for each day of the delay in handing over documents and other materials.

## § 8

### Personal Data Protection

1. Depending on the type and conditions of the order accepted from the Principal, the Principal's personal data may be processed by the Carrier (data indicated in § 8(3) below) acting as:
  - a. the controller of personal data, in so far as it determines, alone or jointly with other entities, the purposes and means of processing of personal data,
  - b. the processor of personal data - to the extent to which it processes personal data on behalf of their controller (in particular the Principal), exclusively upon its documented instruction, which also means the conclusion of an agreement concerning transport or forwarding services.
2. When the Carrier provides services, the data processing takes place:
  - a. for the purpose of performing the agreement,
  - b. for the purpose of compliance with legal obligations incumbent on controllers (keeping accounting and tax records), and
  - c. in order to pursue the legitimate interests of the controllers (potential assertion of claims),pursuant to the provisions of Article 6(1)(b), (c) and (f) (respectively) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) - hereinafter referred to as the “**GDPR**”.
3. The following categories of data are processed:
  - a. provided by the Principal and related to it directly, in particular - name, surname, company, contact details, identification numbers,
  - b. data on the senders and recipients (addressees) of the orders - name of the entity, address, registration numbers, contact details: telephone number and e-mail address),
  - c. data concerning drivers, loaders, unloaders, forwarders (persons supervising the orders) - name and surname, telephone number, e-mail address, in the case of drivers, additionally, data of identity documents,
  - d. cargo/transport data - driver's name, registration numbers, telephone number, e-mail address, vehicle location (GPS data).
4. The Carrier may entrust data to other entities in order to properly provide the services. In this case, the Carrier, as the data controller, entrusts the processor with the personal data referred to in the agreement with the Principal for the purpose of processing them under the conditions specified therein, pursuant to Article 28(3) of the GDPR, whereas the processor undertakes to process the data in accordance with the applicable legal provisions and these General Terms and Conditions.
5. Where, pursuant to § 9(6)(c), the Carrier acts as a processor and is entitled to further entrust the data, § 8(4) shall apply accordingly.
6. The Carrier declares that:
  - a. With regard to the personal data for which it is itself a processor, it has the relevant consent of the data controllers to entrust the processing as a further processor.
  - b. When acting as a processor, it shall provide sufficient guarantees that appropriate technical and organisational measures are in place to ensure that the processing of personal data complies with the requirements of the GDPR and other applicable

legislation and protects the rights of data subjects under the principles referred to in § 9 of these General Terms and Conditions.

7. The Carrier may entrust the processing of the Principal's data to external accounting firms and lawyers cooperating with the Carrier. They may also be accessed by external IT companies in the scope of the provision and maintenance of IT software and hardware, as well as by postal and courier companies in the case of transmission of correspondence. In other scope, data shall not be disclosed (made available) to other entities, except as provided for by the applicable law and with the exception referred to in § 8 (4) and (5) above.
8. Data may be transferred to third countries or to international organisations insofar as the necessity to do so arises from the concluded agreement or from the provisions of the generally applicable law. In particular, if the order involves transport outside the European Union or if the Carrier's customers or contractors are based in third countries - they may receive personal data to the extent and in the manner specified in § 8(4) and (5) above. To that extent, Article 46(2)(c) or (d) or Article 49(1)(b) or (c) of the GDPR shall apply. Data protection law in these countries may be less restrictive than the EU law.
9. The Carrier will carry out the following operations concerning the personal data entrusted to it: collection, recording, processing, copying, deletion, storage, archiving, ordering, modification, use for the purposes referred to in these General Terms and Conditions.
10. The data will be stored for a period of 5 years from the date of execution of the agreement - due to the applicable tax regulations and periods of limitation of claims.
11. The data shall be obtained from the Principal and from public registers.
12. The data subject has the right to: requesting access to his/her personal data, rectification, erasure, restriction of processing, objection to processing, as well as data portability, and the right to lodge a complaint with the President of the Office for Personal Data Protection.

## § 9

### Personal data processing entrusting

1. The Principal shall entrust the Carrier with the processing of personal data for the purpose of providing forwarding or carriage services to the Principal, pursuant to Article 28(3) of the GDPR, in the case referred to in § 8(1)(b) (where the Carrier acts as processor).
2. Only the type of personal data and the categories of data subjects necessary for the provision of transport or forwarding services referred to in § 8(3) or other data provided by the Ordering Party on a voluntary basis shall be processed pursuant to these General Terms and Conditions.
3. The processing occurs throughout the duration of the period of provision of services and for a period of 5 years after the services have been completed.
4. The Carrier represents that it shall provide sufficient guarantees that appropriate technical and organisational measures are in place to ensure that the processing of personal data complies with the requirements of the GDPR and other applicable legislation and protects the rights of data subjects.
5. The Principal assures that with regard to the personal data for which it is itself a processor, it has the relevant consent of the data controllers to entrust the processing to the Carrier as a further processor.
6. The Carrier undertakes to:

- a. process personal data only at the documented instruction of the Principal (i.e. an instruction issued electronically or in writing), in compliance with Article 28(3)(a) of the GDPR - which means, in particular, the conclusion of the agreement for carriage or forwarding services by the Carrier and the Principal,
- b. process personal data in accordance with the provisions of these General Terms and Conditions,
- c. process personal data with the possibility of transferring them to third parties:
  - i. in the case of data necessary for the provision of forwarding and carriage services: if this is necessary for the performance of the agreement and the provision of these services - to which the Principal hereby agrees,
  - ii. for data other than those necessary for the performance of the forwarding or carriage services: the transfer is possible as long as it is carried out on the documented instruction of the Principal or the Principal consents in writing to the transfer of the data or the disclosure of the data to other entities results from a legal obligation,
- d. process personal data personally and with the assistance of authorised employees and associates. In such a case, the Carrier shall be fully liable to the Principal for any failure to comply with the subcontractor's data protection obligations and for complying with the same guarantees and obligations as those imposed on the Carrier in these general terms and conditions. During the execution of the order, the Carrier shall inform the Principal of any intended changes concerning the addition or replacement of other processors, thereby giving the Principal the opportunity to object to such changes,
- e. process personal data only by persons bound to maintain confidentiality or subject to an appropriate legal obligation of secrecy in accordance with § 6,
- f. take all measures required under Article 32 of the GDPR,
- g. assist the Principal, through appropriate technical and organisational measures, to comply with the obligation to respond to requests from the data subject to exercise his/her rights set out in Chapter III of the GDPR,
- h. taking into account the nature of the processing and the information available, assist the Principal in the fulfilment of the obligations set out in Articles 32 to 36 of the GDPR,
- i. upon termination of the services and the expiry of the period specified in these general terms and conditions, at the option of the Principal, delete or return to the Principal all personal data and delete all existing copies thereof, unless separate legislation prescribes the retention of personal data (subject to § 9(3) above),
- j. make available to the Principal all information necessary to demonstrate the compliance with the obligations set out in this paragraph and allow and contribute to the Principal or an auditor authorised by the Principal to perform audits, including inspections. The Principal undertakes to exercise its inspection powers primarily remotely by transmitting the relevant enquiries, with 30 days' notice of the planned inspection and the entity authorised to conduct it. The Carrier shall immediately inform the Principal if, in its opinion, the order issued constitutes a breach of data protection provisions.

## § 10

### Entrusting Personal Data Processing by the Carrier

1. The Carrier, in the course of providing forwarding and transport services to the Principal, may entrust the processing of personal data to other entities, in particular other transport, forwarding or carriage companies, hereinafter referred to as "Service Providers".
2. In the case referred to in subparagraph 1 above, §9 shall apply accordingly, provided that the obligations and representations of the Carrier described in §9 shall apply to the Service Provider and the rights and representations of the Principal described in §9 shall apply to the Carrier.

## § 11.

### Amendments to the General Terms and Conditions

1. The Carrier reserves the right to amend these General Terms and Conditions. Any change will be made known by publishing it on the Carrier's website fourteen days in advance.
2. Within the time limit indicated in subparagraph 1 above, the Principal shall have the right to disagree with the amendments to the General Terms and Conditions by submitting written objections to the Carrier. In such a case, the Carrier's agreement with the Principal shall be terminated on the day the amendments to the General Terms and Conditions come into force. If no objections are raised, the new text of the General Terms and Conditions shall take effect from the date on which the amendments come into force.
3. If any clause, sub-clause or other provision of the agreement for the provision of transport services or of the General Terms and Conditions is held by any court to be invalid under any law or rule of law, such provision shall, and only to the extent applicable, be deemed not agreed without affecting the validity of the remainder of the agreement and of the General Terms and Conditions.

## § 12.

### Final Provisions

1. For information on the personal data processed, the Carrier invites to read the privacy policy available on the website: [arra-group.com](http://arra-group.com).
2. Whenever a contractual penalty is stipulated in the agreement or in the General Terms and Conditions, the Carrier shall be entitled to demand from the Principal payment of the compensation exceeding the stipulated contractual penalty on general terms.
3. The Polish law shall apply to the interpretation of these General Terms and Conditions.
4. In matters not regulated herein, the relevant provisions of the Civil Code, the GDPR, the Act of 15 November 1984 on Transport Law and the CMR Convention shall apply.
5. These General Terms and Conditions form an integral part of the agreement for the provision of transport services.
6. Any disputes which may arise from these General Terms and Conditions or the agreement for the provision of transport services shall be referred by the Parties to the common court having jurisdiction over the registered office of the Carrier.

List of annexes:

1. F\_TRA\_4 Annex No. 1 to the General Terms and Conditions of Carriage and Freight Forwarding of Arra Group and Arra