



MTM Sp. z o.o  
Kadłubia 31  
68-200 Żary  
VAT EU: PL 928-209-86-92

# General Terms of Transport Order

## I. General Terms

1. These General Terms of Transport Order (GTTO) define the rules for the execution of cargo transportation agreements by MTM Sp. z o.o., headquartered at 31 Kadłubia Street, 68-200 Żary, hereinafter referred to as the "Customer ."
2. GTTO constitute an integral part of each transportation agreement concluded between the Customer and the Carrier, regulating mutual relations between the parties. Exceptions to GTTO can only occur with the written consent of both parties, under the penalty of nullity.
3. GTTO are available for the Carrier on the Customer 's website: <https://www.mtm-agencjaczelna.pl/>. If the Carrier has entered into cooperation with the Customer , it is understood that GTTO have been reviewed and accepted, applicable to all transportation agreements concluded by the Parties.
4. In the event that the Carrier has its own contractual conditions regarding the transportation order, they shall apply only to the extent that they are not in conflict with GTTO.

## II. Execution of the Order

1. A Transport Order placed by MTM Sp. z o.o. (hereinafter the "Order") may only be carried out by a Carrier who:
  - a) Is a licensed Carrier.
  - b) Holds a valid and paid liability insurance policy (OCP) with a minimum coverage of PLN 200,000, covering theft and robbery without territorial limitations.
2. The freight price includes all costs related to the execution of the transportation.
3. The Carrier is obliged to send scans or high-quality photos of signed and sealed transportation documents to the email address: [faktry@mtmspz.com](mailto:faktry@mtmspz.com) within 3 days from the date of completing the transportation order. Failure to provide the required documents will result in a contractual penalty of EUR 25 (for freight in EUR) or PLN 100 (for freight in PLN).

- 4.** The Carrier is obligated to provide a correctly issued VAT invoice along with documents confirming the delivery of goods in paper form within 10 days from the unloading date. In the case of transportation with multiple unloading points, this period is extended to 20 days. Delay in delivering documents exceeding 30 days results in a contractual penalty of 20% of the freight.
- 5.** For VAT invoices in foreign currencies, payment is made in PLN using the average exchange rate of NBP (Table A) on the unloading date.
- 6.** The Carrier is required to maintain constant contact with the driver executing the order and provide information about the progress of the order execution within 1 hour of the Customer 's inquiry.
- 7.** The Carrier is obligated to provide a vehicle for loading must be clean, without smell and in good technical condition and with all required documents.
- 8.** The Customer is not responsible for the release of goods to unauthorized persons by the Carrier in connection with the transportation agreement.
- 9.** The Carrier is responsible for the accuracy of the quantity and weight of the delivered goods compared to the documents. In the absence of verification possibility, the order recipient's driver is obliged to enter the relevant information into the transportation document.
- 10.** Untimely vehicle dispatch, dispatch of a malfunctioning vehicle, refusal to change the means of transport, or other breaches of the transportation agreement result in a contractual penalty of 100% of the freight. An exception is an accepted change of dispatch date.
- 11.** The contractual penalty does not exclude the Customer 's right to claim damages under general rules.
- 12.** The Carrier is obliged to promptly contact the Customer in the event of obstacles hindering the execution of the order.
- 13.** The Carrier is liable for damages during transport, and the driver is responsible for securing and arranging the load, as well as using secured parking lots.
- 14.** Complaints regarding the agreement are reviewed within 30 days from the date of their submission. The absence of a response within this period is equivalent to accepting the complaint. Delay in responding results in a contractual penalty equivalent to the freight value.
- 15.** Data obtained in connection with the agreement are confidential and cannot be used by the Carrier. Violation carries a contractual penalty of PLN 100,000.
- 16.** Matters not regulated by GTTO are subject to the provisions of Polish law, including the Road Transport Act and the CMR Convention.
- 17.** Disputes are settled by the court having jurisdiction over the Customer 's registered office.