

GENERAL TERMS AND CONDITIONS OF THE EXECUTION OF THE ORDER

BF INTERNATIONAL

1. This document, which constitutes the General Terms and Conditions of the Execution of the Order, specifies the obligations of the Carrier and the principles under which the Carrier is obliged to carry out the carriage of goods commissioned by BF International. In the event the Carrier entrusts the performance of the contract to third parties (subcontractors), it is liable towards BF International for the acts or omissions of such third parties as for its own actions or omissions.
2. The Carrier should fulfill all the requirements of the law, including the laws of foreign states applicable on the route of the executed carriage. The Carrier is required to have a valid carrier's civil liability insurance policy with a guaranteed sum per one event no lower than € 100 000 (in words: one hundred thousand euros). The insurance policy should cover primarily the liability for damages resulting from robbery, aggravated theft, theft outside of guarded parking lots. In the event the Carrier is entrusted with the transport of waste or oversize cargo, it should have an insurance policy covering these types of goods. The lack of insurance in the above-mentioned scope does not exclude the Carrier's liability for any damage. The Carrier is required to produce a proof of the possession of the above-mentioned insurance coverage upon the request of BF International.
3. The Carrier should have all the necessary documentation confirming that their means of transport are roadworthy and appropriate to perform the given carriage, including the documents confirming a valid technical inspection of the means of transport. The means of transport should meet the requirements specified in the order, and its interior intended for the placement of the cargo should be dry, free from contamination, pests, odors, and substances that may have an adverse effect on the cargo and its safety during the carriage.
4. The agreement is concluded when BF International receives a confirmation of the acceptance of the order from the Carrier. The confirmation should occur primarily in writing, i.e. by email, fax, SMS, via an online communicator, via a social networking site, or in another available form. The parties stipulate that the lack of confirmation of the acceptance of the order by the Carrier within 30 minutes of receipt is equivalent with the direct acceptance of the order without any reservations.
5. The Carrier is prohibited from subcontracting the entrusted orders to third parties (subcontractors) without the prior consent of BF International. In the event the Carrier entrusts the execution of the order to a subcontractor without the consent referred to above, BF International shall be entitled to demand the payment of a contractual penalty from the Carrier in the amount of € 100 (in words: one hundred euros) for each violation of this type.

6. The Carrier is obliged to verify whether the data contained in the entrusted order are correct, complete and possible to implement. In the event any inaccuracies or inconsistencies are found, the Carrier should immediately inform BF International of this fact.
 7. The Carrier is obliged to inform BF International about the progress in the performance of the order, including in particular to provide information on any changes or obstacles in the implementation of the order in accordance with its content. The Carrier is obliged to inform BF International about the delivery of the consignment to the recipient. The Carrier is obliged to obtain a written confirmation of receipt of the consignment containing primarily the identity of the recipient, i.e. their name and surname, signature and company stamp, and to draw up the necessary transport documents within the scope ordered by BF International. In case of irregularities in the consignment that are disclosed during acceptance, the Carrier should make an appropriate note of this fact in the transport documents.
 8. The Carrier is obliged to provide an appropriate means of transport for the loading or unloading at the time and place determined by BF International in the order. In the event the Carrier fails to fulfill the above obligation, BF International shall be entitled to demand the payment of an appropriate contractual penalty from the Carrier:
 - 8.1. For delay in the provision of means of transport for loading or unloading, a contractual penalty in the amount of € 100 (in words: one hundred euros) for each commenced hour of delay
 - 8.2. For failure to provide a means of transport for loading, a contractual penalty up to the full amount of the established freight fee, but no less than € 400 (in words: four hundred euros).

Delays exceeding 3 hours are also considered as a failure to provide means of transport. Similarly, a withdrawal from the execution of an order within 24 hours of the agreed loading time is also considered as a failure to provide means of transport.
- BF International will be entitled to claim from the Carrier any amounts it has been charged by its customer (the main customer), and which resulted from a delay in the provision of the means of transport or a failure to provide the means of transport.
9. The carriage begins in the place of loading upon the provision of the means of transport for the loading, and ends upon the completion of the unloading of the consignment and the recipient's written confirmation of the receipt of the consignment in the content of the transport documents. During the loading of the consignment, the Carrier is required to verify the condition of the consignment, its packaging and quantity, and to check whether the existing state is consistent with the data contained in the order or in the transport documents assigned to the consignment. The Carrier is obliged to ensure the careful placement and protection of the goods during the transport, in a way that prevents their possible damage. The Carrier should immediately inform BF International of any inconsistencies during the loading.
 10. BF International reserves the right to withhold the payment of the established freight fee in the event it is determined, that the Carrier is liable for the damage of the consignment or shortage in the consignment or the failure to perform other obligations arising from the content of the order or these terms and conditions. In this case, the payment will be withheld until the completion of the loss adjustment procedure by the relevant insurance company or until the clarification of the disputed issues.

11. Any trans-loading or additional loading of consignments not listed in the order without the prior written consent of BF International is prohibited. The violation of the above-mentioned prohibition shall entitle BF International to demand the payment of a contractual penalty from the Carrier, up to the full amount of the established freight fee, but no less than 200 EURO (in words: two hundred euros).
12. The Carrier is obliged to obtain BF International's consent for the carriage of BF International's consignment together with consignments belonging to third parties, using the same means of transport, if it intends to conduct a joint carriage of such consignments.
13. BF International is not in any way liable towards the Carrier in the case of layover of the means of transport due to a delay in the loading or unloading lasting longer than 24 hours in the case of domestic carriage and up to 24 hours in the case of international carriage. The Carrier is obliged to immediately inform BF International of any such layover.
14. Any obstacles to the proper execution of the order, which arose as a result of Force Majeure (war, strike, flooding, fire, drought, etc.) and which prevent the execution of the order in whole or in part, release the Carrier or the entity acting on its behalf from the liability for the timely execution of the order for the duration of these obstacles. The Carrier shall immediately notify BF International of the occurrence of any obstacles referred to above.
15. The shipper is responsible for the proper classification of the transported waste and the compliance with its description, including all related costs and expenses. In particular, mandates, fees and fines imposed by the relevant authorities or institutions, which may arise directly or indirectly from the burden of BF International for misclassification or description of the transported waste.
16. The Carrier is obliged to deliver to BF International VAT invoices and 2 sets of documents confirming the performance of the carriage after its completion within 10 days of the date of unloading in the case of domestic orders, and within 14 days in case of international orders. The violation of the above-mentioned requirement entitles BF International to demand the payment of a contractual penalty from the Carrier in the amount of 50 EURO (in words: fifty euros) for each day of delay.
17. Any information with an economic value, conveyed to the Carrier by BF International in order to ensure the correct execution of the order, including commercial, financial, organizational, strategic and employee information, shall be considered confidential information. The Carrier is obliged to keep in secret any confidential information associated with the execution of the order for 3 years after the date of execution of the last order. The violation of the above-mentioned requirement entitles BF International to demand the payment of a contractual penalty from the Carrier in the amount of 15 000 EURO (in words: fifteen thousand euros) for each violation of this type.
18. The Carrier or its subcontractor are obliged to refrain from directly or indirectly providing transport services, freight forwarding services and logistics services to the customers of BF International, and to refrain from offering the provision of such services to the customers of BF International, for a period of 3 years from the date of acceptance of an order. The violation of the above-mentioned requirement entitles BF International to demand the payment of a contractual penalty from the Carrier in the amount of 15 000 EURO (in words: fifteen thousand euros).

19. If the actual damage incurred by BF International as a result of the non-performance or improper performance of the Carrier's obligations resulting from the content of the order or the General Terms and Conditions of the Execution of the Order exceed the stipulated contractual penalty, BF International shall be entitled to claim compensation in excess of the contractual penalty from the Carrier.
20. In the event BF International and the Carrier are entitled to mutual claims towards each other, BF International reserves the right to make the appropriate set-offs.
21. The General Terms and Conditions of the Execution of the Order constitute an integral part of the order. In the event of any inconsistencies between the contents of the order and the General Terms and Conditions of the Execution of the Order, the content of the order shall prevail
22. The parties will attempt to resolve any disputes arising out of the contracts to which this document applies in an amicable manner. In the event it is impossible to reach an agreement, the disputes will be resolved by a common court of law with jurisdiction for BF International
23. The contracts to which these General Terms and Conditions of the Execution of the Order apply shall be governed by the Polish law, unless otherwise stated in a mutual agreement of the parties in this regard.
24. These General Terms and Conditions are in force from 01.04.2017.

*I hereby give consent for my personal data to be processed by BF International for marketing purposes.

**In accordance with Article 32 of the Personal Data Protection Act of 29 August 1997 an entity which provides consent to the processing of such data, shall have the right to control them in the scope covering in particular: access to such data, the right to obtain information on the purpose, scope and method of data processing, and the right to request the supplementation, updating, rectification, temporary or permanent suspension of their processing, or their removal. The exercise of the rights arising from the above mentioned provision may take place after a relevant request or reservation is submitted to BF International in any form.