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| ***FORWARDING ORDER no:*** ***001/2018*** | | | |
| **CLIENT:** (name, address)    **VAT ID:** | | **Contact person:** | |
| **Phone no / e-mail / fax:** | |
| **FORWARDING AGENT:** (transport organizer)  Contima Sp. z o.o. (LLC)  Gen. Witolda Urbanowicza 2b str.  00-908 Warszawa  **VAT ID:** PL5223114654 | | **Contact person: Mobile phone no:**  Bartosz Polakiewicz +48 516-429-121 | |
| **E-mail address:**  b.polakiewicz@contima.eu | |
| **Place of loading:** (place, contact person, loading hours) | | | |
| **Place of unloading:** (place, contact person, unloading hours) | | | |
| **Date of loading:** (date / time) | | **Deadline for unloading:** | |
| **Delivery conditions:**  (Incoterms + place) | **Type of shipment:** (FTL/groupage/LCL/FCL/other) | **Customs service:** (none/final customs clearance/T1/deferred VAT/fiscal clearance) | |
| **Agreed rate for the forwarding service:** (net)  **PLN / EUR / USD** | | **Payment term:**  Pre-Payment | |
| **Insure the value of the goods with the Cargo policy?** (Yes/No) | | **If you choose to insure the goods, enter the currency and the value of the good to be insured:** | |
| **Type of goods:** (name) | **No of pallets / packages:** | **Total gross weight of the goods:** | **Dimensions and type of car / semi-trailer / container:** |
| **Special notes on handling the goods and transport conditions:** | | | |
| **The Client declares that:**  **1)** Is entitled to receive VAT invoices and authorizes Contima Sp. z o.o. to issue them without the recipient's signature,  **2)** The person issuing the order is authorized to issue an order on behalf of the Client,  **3)** Any possible additional costs that may arise during loading / unloading, transport, customs clearances, customs inspections or other inspections will be covered by the Client according to Freight Forwarder's request within 7 days from the date of issuing the relevant document (invoice, debit note),  **4)** In the case of delayed payment for issued invoices of the Forwarding agent, the Client will pay interest due (statutory), payment for the request for payment (PLN 30,00), and cover the costs of possible debt collection,  **5)** Payments in USD currency will be made in the OUR formula (all costs are on the side of the client).  **Additional costs:**  **1)** Lack of possibility to take goods at the time and place of loading specified in the order (caused directly or indirectly by the Client) will result in imposing a contractual penalty of EUR 200.00 on the Client + EUR 40.00 for each started stopover hour (if the exact hour of loading was specified in the order).  **2)** For forwarding carried out within the EU: Free time for loading or unloading is 4 hours, in case of possible additional customs operations - additional 4 hours. Exceeding this time will result in charging a contractual penalty to the Client in the amount of EUR 200.00 for each day started more than time off,  **3)** For freight forwarding to / from CIS: Free time for loading / unloading and customs operations within the EU is 1 business day and 2 business days in the CIS. Exceeding this time will result in charging a contractual penalty to the Client in the amount of EUR 250.00 for each started day over free time, including weekends and holidays,  **4)** If the Client resigns from the already ordered forwarding service and the Shipper or its subcontractors have already taken actions to implement this order, the Contima Sp. z o.o. is entitled to charge a contractual penalty in the amount of 100% of the freight ordered.  **General provisions:**  **1)** Fixed rate for freight may change if the shipment's parameters change (weight, quantity, packaging, volume, value, possible pick up or delivery date),  **2)** The exchange of pallets, gitterboxes or other types of product packaging may be made only after additional written arrangements,  **3)** If the parties have not agreed otherwise, the payment for rail freight will be settled in PLN. If the Customer wishes to make a payment in value, the rate for the service expressed in currency will be converted according to the Raiffeisen bank currency sale rate as of the date of invoice issue in PLN. VAT tax value must be settled in PLN according to information included in the VAT invoice,  **4)** In order to facilitate the understanding of logistics processes, accountability of the Client and the Forwarding Agent, we inform that all forwarding orders are based on the General Polish Forwarding Conditions 2010 (GPFC) published by the Polish Chamber of Forwarding and Logistics (<http://pisil.pl/wp-content/uploads/2015/09/OPWS_2010.pdf>), however the cooperation terms indicated in this order have priority over the provisions of the GPFC,  **5)** All disputes will try to resolve amicably, and if it is impossible, the competent court for resolving disputes is the District Court in Warsaw competent for Contima Sp. z o.o. | | | |
| Please be informed that Contima Sp. z o.o. has Forwarder’s responsibility insurance for the amount of 250,000 €. Our liability is determined by the provisions of the Civil Code. The carrier's liability for damage to goods is determined in art. 23 point 3 of the CMR convention: Compensation can not (...) exceed 8,33 SDR per kilogram of missing gross weight. **We encourage all Clients to insure the goods with a Cargo policy, which, unlike the carrier's policy, covers even** **force majeure. Only the additional Cargo insurance covers the damage resulting from the value of the product, not from its weight!** The Cargo insurance rate is calculated based on the value of the goods resulting from the invoice. The cost of freight can be added to the policy and the sum insured can be increased by 10% without documents (higher insurance payment in the event of damage). | | | |
| **ATTENTION:** If you notice any damage to the goods, it is necessary to make a photo documentation, make a damage report and enter the comments in the CMR consignment note in the presence of the carrier. These documents must be signed by the driver. It is also recommended to contact the representative of Contima Sp. z o.o. The Forwarding Agent will help in making a proper complaint against the carrier. **Otherwise, the complaint will not be effective!** | | | |
| At the first order, please attach copies of the company's documents. | | | |
| **Personal data protection:**  1. In connection with the entry into force of the General Regulation on the Protection of Personal Data of 27 April 2016 (hereinafter referred to as the "Regulation"), Contima Sp. z o.o. as the Entity processing personal data provided by the Client is aware of the obligations and responsibilities resulting from Article. 28 of the Regulation.  2. Considering the above, the Client entrusts, and Contima Sp. z o.o. undertakes to process the personal data entrusted to him in accordance with the Regulation and with other generally applicable laws that protect the rights of the data subjects.  3. Simultaneously, Contima Sp. z o.o. declares that he has taken the security measures required by the Regulation and the personal data entrusted to him by the Client, i.e. name and surname, identity card number, contact details, will be processed only for the purpose of executing a given forwarding order.  4. The Client as the Data Administrator consents to subcontracting processing of personal data for the purpose of executing a forwarding order.  5. The Client as the Data Administrator is aware that in order to perform a given forwarding order, the collected personal data may be transferred to a third country, i.e. outside the EEA area (European Economic Area), which does not ensure an adequate level of personal data protection due to the lack of European Commission decisions concerning the determination of an appropriate level of protection of personal data (including China).  6. Contima Sp. z o.o. undertakes to keep confidential all information, data, materials, documents and personal data received from the Client and the persons cooperating with him and data obtained in any other way, intended or accidental in oral, written or electronic form.  7. Contima Sp. z o.o. undertakes to ensure the confidentiality of processed data by persons who authorize the processing of personal data for the purpose of carrying out a forwarding order, both during their employment in the entity being processed and after its termination.  8. The Client as the Administrator of personal data is aware of his rights under the Regulation and declares that by providing to Contima Sp. z o.o. personal data Client implemented appropriate technical and organizational measures so that the processing takes place in accordance with the Regulation (appropriate approvals). | | | |
| Stamp and legible signature of the client: | | Place and date of issuing the order: | |