General Terms and Conditions of Carriage (GTC)

§ 1.
Definitions

1. **General Terms and Conditions of the Transport Contract** – this document, which constitutes an integral part of the Order, hereinafter referred to as the General Terms and Conditions of Carriage (GTC).
2. **Silesian Logistics** – SILESIAN LOGISTICS SP. Z O.O. with its registered office in Pisarzowice at 40 Cmentarna Street, NIP/TAX/IVA: PL 937 274 23 00, KRS: 0000961572, REGON: 521529013.
3. **Client** – entity commissioning Silesian Logistics to provide a transport service or a related service.
4. **Sender** – Client, his/her employee or other entity that actually ships the cargo that is the subject of the Order.
5. **Contractor** or **Subcontractor** – a forwarder, carrier or other entity providing a transport service or a related service on behalf of Silesian Logistics, with appropriate authorizations and liability insurance.
6. **Order** –the Client commissions Silesian Logistics to perform a transport service or a related service under agreed terms and conditions.

§ 2.
Conditions for acceptance, execution, and completion of the Order

1. The contract for the execution of the Order is concluded upon confirmation of its acceptance by Silesian Logistics.
2. The declaration of acceptance of the Order by Silesian Logistics will be sent to the Client electronically to the e-mail address from which he sent the Order or in writing.
3. Introducing any changes to the content of the Order, after confirmation of its acceptance, requires sending a new Order, unless the parties agree otherwise.
4. Silesian Logistics reserves the right to refuse to accept an Order. Such refusal may be communicated to the Client in any form, including verbally.
5. Failure to respond to a submitted Order within 2 hours is equivalent to a refusal to accept it.
6. The Ordering Party is obliged to inform Silesian Logistics of the intention to exercise the rights under Article 24 or 26 of the CMR Convention, to submit a declaration of the value of the goods or to have special reservations and requirements before receiving confirmation of acceptance of the Order.
7. An order for a shipment subject to a special delivery interest requires the Customer to indicate a specific value.
8. Silesian Logistics reserves the right to refuse to execute an Order if significant deficiencies are identified in the marking, preparation, stowage, or securing of the goods for transport. In such a case, the Client will be responsible for the costs of providing a vehicle and any other costs incurred by Silesian Logistics in connection with the execution of the Order.
9. The Client declares that he or she consents to the Order being executed in whole or in part by the Contractor.

10. A request to park exclusively in guarded parking lots must be submitted at the quote request stage and will result in the commission fee being increased by the fees and other costs incurred in fulfilling the request. Failure to include such a request in the quotation stage constitutes the Client's consent to parking outside guarded parking lots.
11. The order is completed when the goods are unloaded at the delivery address indicated in the Order.
12. Unloading should take place within 2 hours of arrival at the site.

§ 3.
Remuneration for the Order

1. The remuneration due to Silesian Logistics for the execution of the Order and the deadline for its payment are specified in the Order.
2. The date of payment of the remuneration is the date on which the payment is credited to the Silesian Logistics bank account indicated in the Order.
3. The remuneration amount specified in the Order is net. VAT will be added at the rate consistent with applicable regulations.
4. The remuneration is increased by the costs of additional services provided and the costs of obtaining permits, demurrage fees, detour costs, customs duties, administrative fees and penalties, as well as other necessary fees and expenses incurred by Silesian Logistics or the Contractor in connection with the performance of the Order.
5. Additional services are those not covered by the Order, and:
    1) performed on the order or with the consent of the Client, after receiving such order or consent in written or electronic form;
    2) performed without the consent of the Client, if they were necessary for the proper execution of the Order or to secure the claims of the parties to the Order contract.
6. The additional services referred to in § 3, paragraphs 4 and 5 of the General Terms and Conditions include in particular the following services:
    1) unplanned stops beyond the control of Silesian Logistics or the Contractor, including mandatory stops at the border and those forced by customs procedures and caused by delays in unloading the goods at the delivery address;
    2) performed at the request of the Client, such as delivery of cargo to an address other than that indicated in the Order;
    3) loading, unloading, reloading or repacking of goods.
7. The additional fee for each day of standby service, referred to in § 3, paragraph 6, point 1) of the General Terms and Conditions of Carriage (GTC), ranges from EUR 150 to EUR 450 net per vehicle, depending on its type. It is charged until the goods are delivered and unloaded, including on weekends and public holidays.
8. The day of paid provision of the standby service, referred to in § 3 section 7 of the General Terms and Conditions of Carriage (GTC), begins at 12:00 on the day of the planned delivery of the goods.

§ 4.
Liability of the Sender and the Client

1. The responsibility for the correct marking, preparation, placement and securing of the transported goods, in accordance with their type, vehicle type and applicable legal regulations, rests with the Sender, unless these activities have been entrusted to Silesian Logistics and this has been specified in the Order.
2. The Client is liable for delays and damages caused by:
    1) failure to provide complete and correct transport documentation within the specified time frame;
    2) providing incomplete or incorrect information in the Order, in particular regarding the place and conditions of loading or unloading the goods;
    3) incorrect or unclear labeling of the shipment;
    4) providing incorrect information about the type or value of the goods, the recommended method of transportation and the necessary safety measures.
3. The Client declares that he/she will not pursue any claims for late execution of the Order or failure to execute it in whole or in part due to reasons beyond the control of Silesian Logistics or the Contractor, in particular due to force majeure or the action or omission of third parties for which Silesian Logistics or the Contractor are not responsible.
4. Any unexpected and extraordinary external events that cannot be prevented by normal means and for which Silesian Logistics and the Contractor are not responsible, e.g. natural disasters, acts of public authority, acts of armed force, strikes, epidemics and pandemics, etc., are considered to be manifestations of force majeure referred to in the paragraph above.

§ 5.
Responsibility of Silesian Logistics

1. Silesian Logistics is liable to the Client for damages resulting solely from intentional misconduct.
2. Silesian Logistics is liable to the Client up to the amount of:
    1) 8.33 SDR per 1 kg of goods gross in the event of damage or loss of goods;
    2) remuneration indicated in the Order in the event of a delay in delivery.
3. In the event of the execution of the Order in whole or in part by the Contractor, all limitations of liability concerning Silesian Logistics, resulting from the General Terms and Conditions of Delivery and the provisions of generally applicable law, in particular the Civil Code and the Transport Law Act, also apply to this Contractor.

§ 6.
Goods prohibited for transport and subject to restrictions

1. Silesian Logistics reserves the right to refuse to accept an Order if it concerns the transport of goods prohibited under applicable law, in particular the provisions of the Act of 15 November 1984 - Transport Law and the CMR Convention.
2. Silesian Logistics may refuse transportation of:
    1) cash, securities and other documents of a means of payment nature;

2) goods with a value exceeding EUR 100,000;
3) jewellery, works of art, antiques and collector coins;
4) weapons, ammunition and pyrotechnics;
5) perishable goods, medicines and other products that require special transport conditions;
6) chemically and biologically active agents;
7) animals, human and animal remains;
8) drugs and psychotropic substances;
9) items listed in the Act of 9 March 2017 on the system for monitoring road and rail transport of goods and trading in heating fuels;
10) tobacco products;
11) military goods and goods subject to export controls, sanctions or other regulatory restrictions;
12) any other goods which, due to their properties, may pose a threat to the safety of people or other transported shipments.

3. If the subject of the Order are goods referred to in the paragraph above, the acceptance of the Order may be confirmed by Silesian Logistics only in documentary form, after the Ordering Party has provided detailed information about the cargo and recommendations regarding the conditions of transport.
4. The transfer of goods specified in § 6 sections 1 and 2 of the General Terms and Conditions of Carriage for transport without the consent of Silesian Logistics or failure to provide appropriate instructions regarding the conditions of carriage shall result in the limitation of Silesian Logistics' liability to the damages and amounts indicated in § 5 of the General Terms and Conditions of Carriage and the obligation of the Client to compensate for any damages resulting therefrom.

§ 7.
Final Provisions

1. Silesian Logistics reserves the right to introduce changes to the General Terms and Conditions of Carriage (GTC) at any time and to any extent, provided that such changes will not affect past and currently executed Orders.
2. In the event of changes to the General Terms and Conditions of Carriage (GTC), The updated document will be posted on the website: https://silesianlogistics.pl/.
3. In matters not regulated in the GTC or the Order, the provisions contained in the sources of generally applicable law of the Republic of Poland shall apply.
4. Any disputes arising from the GTC will be resolved by the court having jurisdiction over the seat of Silesian Logistics.
5. The provisions of the GTC come into force on 6 May 2025.