General Terms of Transport and Forwarding Services

For customers placing orders with FHU Iwona Chomicz

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Charges Schedule | Waiting Time

Customer charges for container road transport. The Charges Schedule comprises this page and the following page. Applies when incorporated into the order; expressly agreed alternatives take precedence. All amounts are in EUR, exclusive of VAT where applicable.

Operation or charge	Free time / basis	Rate / limit
Container collection	3 hours at the collection location	60 EUR per commenced chargeable hour
Customs clearance	3 hours at the customs location	60 EUR per commenced chargeable hour
Loading / unloading	3 hours separately for each loading or unloading operation	60 EUR per commenced chargeable hour
Required overnight standstill	Included in the combined charge	450 EUR including accrued waiting charges for the period
Maximum truck waiting charge	Per vehicle and charging period	450 EUR in total
Weekends and public holidays	Same rules as working days	Charged normally

Start and free time. Time runs from the agreed slot if the vehicle is on time and ready; if no slot is agreed, from arrival and readiness. Each collection, customs-clearance, loading and unloading operation has its own three-hour free allowance, which is not transferable. Time attributable to FHU Iwona Chomicz or its performing carrier is excluded.

08:00 reset. Charging periods run from 08:00 to 08:00 the following day, using local time at the waiting location. At 08:00, a vehicle still waiting receives a new three-hour free allowance at that location, followed by EUR 60 per commenced chargeable hour. These rules also apply on weekends and public holidays.

Overnight and cap. After free time has expired, where the vehicle is required to remain overnight because the operation cannot be completed, the combined waiting and overnight charge is EUR 450 for that period, replacing—not adding to—hourly charges already accrued. The total truck waiting charge is capped at EUR 450 per vehicle per charging period, even if more than one location is visited. A normal driving-rest break alone is not a chargeable overnight standstill.

Separate third-party costs. The EUR 450 cap covers truck waiting and overnight standstill only. It does not cover container detention, demurrage, storage or other third-party charges; section 9 governs those costs.

Calculation examples

Example	Customer charge
5 chargeable hours; no overnight	300 EUR
5 chargeable hours, then required overnight	450 EUR total, not 750 EUR
Still waiting next day: 08:00-11:00 / 11:00-12:00	Free / 60 EUR in the new period

Route Changes and Cancellation

Charges Schedule | Customer terms

All amounts are in EUR, exclusive of VAT where applicable. Waiting charges are governed by the preceding page.

Changes of unloading location: Germany, the Netherlands and Belgium

Change	Calculation	Minimum / result
Longer total route	Original freight ÷ original route km = rate per km	Extra km × original rate per km
Shorter total route	Original rate per km × revised total route km	Minimum 600 EUR per vehicle per operating day

Daily minimum. The revised freight for a shorter route is the higher of the kilometre-based amount and EUR 600 multiplied by the agreed number of calendar days on which transport is performed on the revised route. A day spent solely waiting does not create another EUR 600 minimum; waiting and overnight standstill are charged separately under the waiting rules. Delay attributable to FHU Iwona Chomicz does not increase the chargeable days.

Example: original freight 1,000 EUR / 500 km	Revised freight
Route increased to 700 km: 200 extra km × 2 EUR	1,400 EUR total (400 EUR extra)
Route reduced to 200 km; one operating day: 400 EUR by distance	600 EUR total (daily minimum)

Any applicable waiting or required overnight standstill is added separately. The EUR 450 waiting cap does not include freight or route-change charges.

Cancellation and termination after collection

When notice is received / event	Freight payable
By 12:00 on the calendar day before the planned start date, or earlier	0% - no cancellation charge
After 12:00 on that preceding day, before 00:00 on the planned start date	50% of original agreed freight
On or after the planned start date	100% of original agreed freight
After container collection: at the Customer's request, transport ends with agreed handover at the customs-clearance location	100% of original agreed freight

Notice and timing. Send cancellation by email to transport@fhuchomicz.pl. Use the agreed start date for container collection or loading and local time at that location. Deadlines use calendar days, including weekends and public holidays.

Customs handover. The 100% rule after collection overrides the shortened-route minimum, irrespective of the distance covered. It applies to agreed termination at the customs location, not a routine customs stop followed by onward transport.

Settlement. The percentages state the total freight payable for the order. Credit any freight already paid; do not add another full freight charge. Accrued waiting and separately authorised extras remain payable. Section 10 governs responsibility and mandatory rights.

Customer terms

The Charges Schedule on the preceding two pages forms part of these terms when incorporated into the contract.

1. Scope and contracting parties

These terms govern business customers purchasing services from FHU Iwona Chomicz (FHU Iwona Chomicz). The Customer is the person contracting with FHU Iwona Chomicz, including another logistics business ordering services in its own name. They cover the services agreed in the quotation, accepted order or other contract confirmation. They do not govern FHU Iwona Chomicz's purchases from carriers or other suppliers, which are subject to separate arrangements.

FHU Iwona Chomicz acts as carrier when it undertakes to perform carriage, including through a performing carrier, and as forwarder when it undertakes to arrange transport and related services. The agreed obligations and applicable law determine the role for each service. Subcontracting does not by itself change a carriage contract into a forwarding contract.

2. Agreement and applicable documents

These terms, including the Charges Schedule within this document, must be made available before the contract is concluded in a form the Customer can save and reproduce. Their application must form part of the parties' agreement. Individually agreed terms take precedence over these standard terms, subject to mandatory law.

Differences between these terms and a Customer's order must be expressly resolved before performance. An email signature or a unilateral statement that one set of terms prevails does not replace the parties' agreement or applicable rules on conflicting standard terms. The version incorporated when the contract is concluded applies to that contract. Later website updates do not amend existing contracts. OPWS applies to forwarding services only to the extent expressly agreed and made available before contracting.

3. Service instructions and cargo information

The Customer must provide accurate, complete and timely instructions reasonably necessary for the agreed service. These include collection and delivery addresses, contacts, operating hours, appointments, cargo description, quantity, gross weight, packaging, dimensions and any restrictions affecting lawful carriage, access or handling.

Dangerous goods, regulated or high-value cargo, unusual handling requirements and temperature-controlled loads must be disclosed before acceptance. For temperature-controlled services, the Customer must supply the required temperature range, operating instructions and relevant loading conditions. FHU Iwona Chomicz must expressly accept any special service requirements. Neither acceptance nor routine document handling amounts to verification of information that FHU Iwona Chomicz cannot reasonably check.

4. Container and terminal information

For container movements, the Customer must provide the container number and type, booking and release references, available seal information, collection and return locations, terminal or depot instructions, and any required authorisations, PINs or appointments. The Customer must promptly communicate changes and identify relevant release conditions, availability dates, cut-off times and free-time deadlines.

The parties must identify who arranges each release, appointment and return instruction. The Customer remains responsible for tasks allocated to it. FHU Iwona Chomicz remains responsible for tasks it accepts. Instructions must permit lawful and safe performance; commercially agreed deadlines do not authorise breaches of driving, rest, weight or safety requirements.

5. Customs and supporting documents

The Customer must provide the documents and information required for customs, transit, security and other formalities within its responsibility, and identify any outstanding release or clearance restrictions. Customs representation, preparation of declarations and obtaining permits are included only if expressly agreed.

FHU Iwona Chomicz will communicate material discrepancies or missing instructions that it identifies. It is not required to certify the contents of customer-supplied declarations unless that verification forms part of the

agreed service. Responsibility for missing or incorrect documents and the resulting consequences is determined by the applicable law and the parties' respective obligations.

6. Loading unloading and inspections

The order must identify any loading, unloading, packing, stowage or securing work assigned to FHU Iwona Chomicz. The Customer must arrange the facilities, personnel and equipment allocated to it and coordinate readiness with the relevant shipper or consignee.

Driver checks concern matters reasonably accessible to inspection, including visible container condition and available seal details. A sealed container is not opened, and its seal is not removed, without lawful authority and appropriate instructions. Lack of access must be recorded where relevant. This provision does not exclude any inspection, reservation, safety or cargo-securing obligation imposed by applicable law.

7. Timing communication and changes

The contract confirmation must identify any agreed collection, delivery and container-return commitments. FHU Iwona Chomicz will notify the Customer promptly of a material known obstacle or expected delay, explain the available information and seek instructions where required. The Customer must provide a reachable operational contact and respond without undue delay.

Changes to route, location, timing, cargo or service scope require agreement, normally by email, including any material effect on price and feasibility. Urgent measures required by law or reasonably necessary to protect persons, cargo or equipment may be taken without prior approval where approval cannot reasonably be obtained. FHU Iwona Chomicz will report them promptly.

Changes of unloading location in Germany, the Netherlands or Belgium are priced under the route-change rules in the Charges Schedule. Compare original and revised distances on the same measurement basis and for the same transport scope. Confirm the revised route, distance and operating days by email. The original freight used to calculate the kilometre rate excludes separately charged waiting time and other extras. The full-freight rule for termination at the customs-clearance location after container collection takes precedence over the shortened-route calculation.

8. Waiting time

Truck waiting time is charged in accordance with the Charges Schedule within this document, as incorporated into the contract, or a different arrangement expressly agreed for the order. The relevant times and circumstances must be recorded using available evidence, such as a signed waiting record, transport document, terminal timestamps or correspondence.

FHU Iwona Chomicz must notify the Customer of material waiting promptly. A missing site signature does not automatically invalidate other reliable evidence. Charges must reflect the agreed allocation of responsibility; no charge is due to the extent the waiting was caused by FHU Iwona Chomicz or persons for whom it is responsible under the applicable contract and law.

9. Additional costs and third-party charges

Extras outside the agreed price require prior agreement by email identifying their reason and amount or calculation basis, except where the contract already expressly authorises the charge or mandatory law provides otherwise. Necessary urgent expenditure must be explained and supported by evidence.

Container detention, demurrage, storage, terminal handling and similar third-party charges are distinct from truck waiting. They are recoverable from the Customer only under an agreed allocation or applicable legal entitlement, taking account of causation and responsibility. FHU Iwona Chomicz must provide supporting information, take reasonable mitigation steps and avoid charging twice for the same cost. Any additional administration charge requires express agreement.

10. Cancellation and termination after collection

Customer cancellation and termination after collection are governed by the Charges Schedule, including its notice deadlines, percentage charges and overriding full-freight rule for handover at the customs-clearance location. Give notice by email to transport@fhuchomicz.pl and report unavailable cargo or other obstacles immediately.

Credit freight already paid; do not recover the same freight or cost twice. Charges do not apply to the extent termination is caused by a breach attributable to FHU Iwona Chomicz. Mandatory law and remedies remain applicable.

11. Prices invoicing and payment

The quotation or accepted order specifies the price, payment currency and payment period. VAT is added where applicable unless the agreed price expressly includes it. Any displayed equivalent in another currency does not change the agreed payment currency. Tax conversions and invoicing follow applicable requirements.

Invoices must identify the FHU Iwona Chomicz order number.

Invoices are issued and delivered through the legally applicable channel, including KSeF where required. Transport evidence is supplied through the agreed channel. Questions about an invoice should be raised promptly with invoice@fhuchomicz.pl, identifying the order and disputed item. Statutory payment rights remain unaffected.

A complaint does not by itself suspend payment of undisputed amounts when due. Any right to withhold payment or set off a claim remains subject to the contract and applicable law. Additional services and third-party charges must be identified separately so that their basis can be checked.

12. Completion and transport evidence

For transport services, the unloading date is treated as the service completion date and the date of sale on the invoice. For container transport, this is the container unloading date, not the date of container return to a terminal or depot. Any agreed container-return and documentation obligations remain binding. Delivery and container handover are evidenced, as applicable, by transport documents, delivery confirmations and EIR or Interchange records. Lawful electronic records may be used.

Where agreed termination at the customs-clearance location involves no unloading, completion is the actual documented handover date. Applicable tax requirements remain unaffected.

13. Liability insurance and claims

Liability is determined by the applicable legal regime, including the CMR Convention where its conditions are met. These terms do not replace mandatory liability rules, limits, defences or exceptions. Use of subcontractors does not remove responsibility imposed on FHU Iwona Chomicz by the applicable regime.

The Customer must notify FHU Iwona Chomicz promptly of a suspected loss, damage or delay and preserve available evidence. Any statutory reservation, claim or limitation period remains applicable and is not shortened by these terms. Cargo insurance is arranged only on express instruction and acceptance. Disclosure of cargo value does not itself constitute cargo insurance, a declaration of value or special interest in delivery; any such arrangement requires the applicable formalities and agreed additional charge.

14. Confidentiality and operational data

The parties shall protect confidential commercial information and restrict access to release codes, PINs, cargo details and operational contacts to persons who need them for performance, security, administration, legal compliance or establishing, exercising or defending legal claims. Personal data shall be handled for lawful purposes, with appropriate safeguards and the information required by applicable data protection law.

15. Law and disputes

Polish law applies, subject to mandatory international conventions, applicable transport legislation and other overriding rules. Where CMR applies, its jurisdiction rules, including the options available under Article 31, remain unaffected. Otherwise, disputes are brought before a competent court under applicable jurisdiction rules or a valid specific agreement.