

General Terms and Conditions of Providing Services by Ambro Express sp. z o.o. sp. k.

These General Terms and Conditions of Providing Services by Ambro Express sp. z o.o. sp. k. constitute a model agreement within the meaning of Article 384 et seq. of the Polish Civil Code of 23 April 1964 with regard to the shipping services provided by Ambro Express sp. z o.o. sp. k.

§1 General

1. These Terms and Conditions set out the terms and conditions for the provision by **Ambro Express sp. z o.o. sp. k.** with its registered office in Przykona, at ul. Przemysłowa 18, 62-731 Przykona (hereinafter referred to as "**Ambro Express**") of domestic shipping services.
2. The scope of Ambro Express' activities covers the whole of the Republic of Poland.
3. Ambro Express provides services to natural and legal persons and unincorporated organisations.

§2

The terms used in these Terms and Conditions shall have the following meanings:

Ambro Express - Ambro Express sp. z o.o. sp. k. (formerly ABM Energy sp. z o.o. Sp.k.) with its registered office in Przykona, ul. Przemysłowa 18, 62-731 Przykona, entered in the Register of Business Entities of the National Court Register under number KRS 0000635536, kept by the District Court Poznań - Nowe Miasto and Wilda in Poznań, 9th Commercial Division of the National Court Register, NIP 6681974952.

Ordering Party - a natural person (excluding a consumer as defined by art. 22¹ of the Civil Code), a legal person or an unincorporated organisation granted the legal capacity under the Act who orders Ambro Express to perform a shipping service, on the basis of an Order. The Ordering Party may be the Consignor, the Consignee or a third party.

Consignor - the natural person or legal person or unincorporated entity conferred by law with legal capacity who issues an Ambro Express consignment.

Consignee - the natural person, legal person or unincorporated entity conferred by law with legal capacity who receives a consignment from Ambro Express.

Consignment Note - a transport document applicable in the domestic shipping issued on an Ambro Express form containing the information necessary for the due performance of the shipping falling within the scope of the shipping services.

Pricelist - an offer that specifies the weight and dimensions of Consignments broken down into specific price categories of Ambro Express services and the timescales in which they can be delivered.

Consignment - items accepted for shipping from one consignor to one consignee on the basis of a single document, i.e. a Consignment Note.

Additional Services - activities related to the shipping service accepted by Ambro Express at the Ordering Party's request, for which Ambro Express charges an additional fee in the amount specified in the offer.

Cash on Delivery (COD) – cash representing the value of the payment for the goods delivered as part of the provision of the Service in the amount as indicated by the Ordering Party and/or the Consignor to be collected and transferred according to agreed procedures to the bank account indicated by the Ordering Party.

Terms and Conditions - these General Terms and Conditions of Service by **Ambro Express sp. z o.o. sp. k.**

Order - an order for performance of shipping services submitted in line with the procedures and rules as described in the Terms and Conditions, containing information necessary for proper performance of the service, including, among others, accurate address details of the Consignor and of the Consignee, specification of the item, mass, number of pieces of collective packaging, packing and marking methods and other instructions concerning handling of the Consignment. The accurate address details must include: name, street address, zip code and locality and the contact person's details including their telephone number.

Business Day - a day from Monday to Friday, excluding public holidays.

WebTrucker - web application available on website: www.ambroexpress.pl, to be used in accordance with the instructions for use, where the Ordering Party is given access to an individual account via an individual login and password to allow entering data, changes to the Order and tracking the status of the Consignment.

Mass - the gross weight of the Consignment, i.e. the goods including packaging.

§3 Scope

By placing an Order, the Ordering Party acknowledges that they have become familiar with and accept these Terms and Conditions and the Price List. From that moment on, all provisions of these Terms and Conditions and the Price List become binding for both parties, including during the execution of subsequent orders, unless otherwise stated in a separate agreement made between the parties.

§4 General

1. Ambro Express provides carriage organisation services for a fee in domestic road transport.
2. Ambro Express is committed to performing its activities with due diligence.
3. In the performance of the services referred to in point 1 above, Ambro Express shall be entitled to entrust the performance of specific activities to third parties of its choice who are professionals in such activities.
4. Ambro Express does not provide services involving the following groups of goods, which is why they are not covered by these Terms and Conditions:
 - a) perishables and goods requiring temperature-controlled transport;
 - b) smelly items;
 - c) consignments of value, i.e. money, bills of exchange, cheques, letters of credit, drafts, money orders, other banking and financial documents, securities, gold, silver, other platinum group metals, products made from these metals, precious stones, pearls, works of art, collectors' collections, archive collections, documents;
 - d) plans, designs, prototypes;
 - e) resettlement property;
 - f) consumer electronics and white goods;
 - g) corpses and human remains;
 - h) live animals;
 - i) arms, ammunition;
 - j) drugs, psychotropic substances, preparations, including medicines, which require special conditions;
 - k) goods which, due to their characteristics, may pose hazard to health or life or may damage other goods or property of Ambro Express or its subcontractors;

- l) dangerous goods of all classes within the meaning of the UN European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) concluded in Geneva on 30 September 1957, goods covered by the SENT National System of Monitored Consignments;
 - m) goods which require separate permits, concessions, or their carriage is prohibited by law.
5. In the event that a Consignments referred to in point 4 is handed over for transport, the Ordering Party undertakes to pay a contractual penalty in the amount of **PLN 50,000.00**, whereby Ambro Express has the right to claim damages in excess of the amount of the reserved penalty.

§5 Orders

1. Orders shall be placed:
 - a) via WebTrucker, after being registered, assigned an individual customer number and after an account is created;
 - b) by way of electronic data transmission;
 - c) on the Ambro Express form sent by e-mail.
2. Ambro Express shall not be responsible for the consequences of error and/or misunderstanding arising from the receipt of an Order orally or by telephone if it has not been confirmed in writing by the Ordering Party in the manner as referred to in point 1 above, nor shall be Ambro Express responsible for the consequences of the Ordering Party's providing additional instructions and/or directions to anyone who is not expressly authorised to act on behalf of Ambro Express. For the avoidance of doubt, it is hereby agreed that a driver is not a person authorised to act on behalf of Ambro Express.
3. An Order must be submitted on a working day at least one (1) working day prior to the planned loading, unless otherwise agreed by the Parties. Failure to meet the aforementioned deadline shall entitle Ambro Express to refuse to perform the Order transmitted or to postpone its execution.
4. The agreement is deemed to be concluded upon confirmation of the Order by Ambro Express. The final date for the provision of services will be confirmed when the service is scheduled.
5. The Ordering Party is obliged to ensure that the Order is correct and complete. The Ordering Party shall bear all consequences of providing inaccurate, incomplete or incorrect data, also with regard to the manner of representation of the persons placing the Order and the data contained in documents, correspondence or provided on the Consignment or if the Consignment has been packed in a faulty manner, etc., even if the said inaccuracy, incompleteness or incorrectness arose through no fault of the Ordering Party.
6. In the event that the Consignee is a natural person and the Ordering Party fails to provide a correct contact telephone number for the Consignee in the Order, Ambro Express shall have the right to withhold the execution of the Order and to charge the Ordering Party with the costs of storing the Consignment until the Ordering Party provides correct data.
7. In the event of the rescission or termination of the agreement for reasons other than the sole fault of Ambro Express, Ambro Express shall be entitled to an appropriate remuneration for the activities already performed and to refund of the expenses incurred or a compensation for damage suffered, if any, whereby, it is hereby agreed that the minimum remuneration for the activities undertaken up to the point of loading, irrespective of the extent of the activities performed, shall be an amount equivalent to 30% of the full remuneration, unless provided otherwise in the offer.
8. Ambro Express reserves the right to refuse to accept an Order if:
 - a) the Consignment contains goods excluded under §4.4 above;
 - b) the Order was placed by means other than those described in §5.1 above;
 - c) the Consignment has been packed in a faulty or inadequate manner or has not been wrapped at all;
 - d) the Ordering Party defaults on payment for the services provided by Ambro Express;
 - e) in all other cases described in the Terms and Conditions.

Ambro Express shall not be liable in any way whatsoever for loss arising from a refusal to accept an Order in the instances described above.
9. Ambro Express reserves the right to check the content of the Consignment. The check shall be carried out in the presence of the Consignor or a third party invited by Ambro Express to do so. In the event of a discrepancy between the statements made by the Ordering Party and/or the

Consignor in the transport documents and the Ambro Express' findings, Ambro Express will charge the Ordering Party with the costs of the check according to the rate provided in the Offer. A report shall be drawn up from the check of the condition of the Consignment.

10. Ambro Express' offers and their provisions concerning price and service only refer to goods with the parameters and characteristics as indicated in the Offer, assuming the standard technical means, including means of transport will be applied, unrestricted transport connections, the possibility of immediate onward shipment of goods, as well as the validity of the existing transport fees, currency pair rates and tariffs underlying these offers and agreements, unless these changes were taken into account in advance and were foreseeable.
11. A revised Order requires re-approval by Ambro Express. A fee shall be charged for amending the Order at the rate specified in the Offer. Ambro Express shall have the right to adjust the remuneration for the Service based on the revised Order.
12. Ambro Express shall have the right to adjust the remuneration for the Service in the event of a discrepancy in the characteristics of the Consignment, i.e. weight, dimensions, type of packaging, etc., at any time during the execution of the Order. For the avoidance of doubt, the dimensions of the Consignment mean the dimensions of the goods or the dimensions of the carrier, whichever is greater.
13. The Ordering Party shall be entitled to resign from the Order with the right to be reimbursed for the price paid for the Service provided that the information about the resignation is provided to the Contractor to e-mail address: bok@ambro.pl, (the message should contain the consignment number and full name of the Ordering Party with confirmation of wire transfer of the fee attached), until the commencement of the Service. A resignation submitted after the operational activities have been commenced shall be ineffective and the Contractor shall retain the right to full remuneration.

§6

Execution of the Service

1. Once the Order has been confirmed by Ambro Express, the Ordering Party shall:
 - a) prepare and deliver the Consignment to the agreed place and at the agreed time;
 - b) pack the Consignment correctly and protect it from damage (the minimum packaging/security requirements are stipulated in the packing instructions provided on the Ambro Express website);
 - c) appropriately mark each (transport) package with an address label;
 - d) affix the Consignment Note (at least 2 copies) and additional documents, if any, in a pouch bag affixed to the transport packaging along with the address label;
 - e) issue to Ambro Express all the necessary documents required for the proper performance of the Service;
 - f) inform Ambro Express of the specific characteristics of the Consignment and label the Consignment appropriately;
 - g) deliver the Consignment within a maximum of 15 minutes from the moment Ambro Express has parked the vehicle for loading;
 - h) inform Ambro Express of any circumstances affecting the proper performance of the Service.
2. In the event an Order is placed as specified in §5.1(a) or (b) above, the Consignor shall be obliged to prepare the Consignment with a complete set of documents, i.e. Consignment Collective List, Consignment Notes and additional documents, if any, accompanying the Consignment in accordance with the terms specified in the agreement or offer.
3. The Ordering Party shall be obliged to entrust Ambro Express with goods secured in such a way that they can be handled and transported without damage during the performance of standard logistic and transport operations. In the event where Ambro Express deems it necessary to apply additional safeguards, the costs of these safeguards will be covered by the Ordering Party.
4. It is the responsibility of the Consignor to fill in the Consignment Note correctly; in particular provision of the dimensions and weight of the Consignment is mandatory.
5. The Ordering Party shall be obliged to hold the relevant title to the goods so that they may effectively incur all obligations contained in these Terms and Conditions.
6. Confirmation of acceptance of the Consignment for shipment on the transport documents only

means acceptance of the Consignment as to the number and type of the collective packaging, and is not tantamount to a confirmation of its content, value or mass, or the number of unit packages contained in the collective packaging. Acceptance of a Consignment for carriage is not tantamount to a presumption that the Consignment has been properly packed.

7. At the request of the Ordering Party and against a separate remuneration agreed by the Parties, Ambro Express shall provide the Ordering Party with other information and advice, if any, concerning the execution of the Order. Ambro Express shall provide this information to the best of its knowledge; nevertheless, the final decision as to whether to follow this information or advice shall be made by the Ordering Party at its sole risk.
8. If it appears that the Consignment contains dangerous goods or the ones whose shipment requires additional permits/fees, Ambro EXPRESS shall be entitled to a contractual penalty from the Ordering Party in the amount of PLN 50,000.00.
9. As a proof that the shipment has been executed, i.e. the goods having been placed at the Consignee's disposal, Ambro Express shall request from the Consignee a confirmation of receipt of the Consignment described in the transport documents. If the Consignee refuses to issue the confirmation, Ambro Express will seek guidance from the Ordering Party (if possible). In the absence of a confirmation of receipt, Ambro Express shall have the right to return the Consignment to the Consignor's address. The return service will be carried out at the rates specified in the offer.
10. The Consignee shall have no right to unpack the Consignment and check its contents before acknowledging its receipt.
11. In the event that delivery cannot be executed for reasons other than Ambro Express' fault and the Consignment needs to be stored, Ambro Express shall have the right to charge the Ordering Party with the costs of storage starting from the third (3rd) day counted from the date of delivery indicated in the, however not less than PLN 50.00 for each started day of storage, whereby it is assumed that a day ends at 4.00 p.m. each day.
12. Confirmation of delivery will always be provided by WebTrucker; the Ordering Party may obtain the confirmation of receipt from AMBRO EXPRESS in the form of a hard copy or electronic copy of the Consignment Note upon completion and settlement of accounts for the delivery.
13. A delivery shall be deemed to be effected on time if it is made to the place and on the date as stated in the Order, whereby the standard delivery hours are 8.00 a.m. to 5.00 p.m. Consignments are only delivered and collected on Working Days.
14. The collection and delivery times, as specified by the Ordering Party in the Order, shall only have an auxiliary function and indicate the preferred rather than guaranteed time frame for collection and delivery.
15. Ambro Express shall not be liable for late delivery if it has arisen for reasons beyond the control of Ambro Express. The main causes beyond the control of Ambro Express include:
 - a) communication interlocks;
 - b) Consignee not having the infrastructure or equipment necessary to accept delivery of the Consignment;
 - c) Imposition of national or local restrictions preventing delivery to the Consignee, if introduced by a formal communication from the authorities;
 - d) errors in the data provided in the Order which may affect its timely and complete execution;
 - e) suspension of the execution of the Order by Ambro Express, as referred to in section §5.2;
 - f) provision of instructions that change the material terms of the Order during its execution,
 - g) fortuitous events beyond the control of Ambro Express;
 - i) failure to comply with the obligations described in §5.
16. In the absence of specific instructions from the Ordering Party or difficulty in obtaining such instructions, Ambro Express shall safeguard the interests of the Ordering Party at the Ordering Party's expense, acting at its own discretion in the manner most favourable to the Ordering Party in the choice of route, means, conditions and methods of carriage and the storage and loading of consignments, etc., of which it shall, as far as possible, give the Ordering Party advance notice.
17. Ambro Express may send the Consignment together with other goods as a Group Consignment, against a Group Consignment Note (ZLP). In particular, Ambro Express may perform services as part of groupage cargo, including transshipments.
18. The performance of loading operations, i.e. the loading and unloading of the Consignments, is the responsibility of the Consignor and the Consignee respectively. Ambro Express is not obliged to perform loading activities or to provide technical means or equipment for loading and unloading. The driver delivering the Consignment, provided that its weight does not exceed 200 kg and it is possible for the driver to use a hand pallet truck, may, at the Consignee's request, move the goods

to the edge of the loading box. If it is not possible to use a hand pallet truck, the driver is not obliged to move Consignments weighing more than 50 kg/package. Ambro Express' assistance, if any, with loading and unloading is provided at the sole risk and responsibility of the Consignor or the Consignee.

19. Obstacles beyond the control of Ambro Express or any other person acting on its instructions (governmental orders, natural accidents, strikes, roadblocks, etc.) - preventing Ambro Express from performing all or part of its obligations - shall relieve it, for the duration of such obstacles, of its responsibility for the timely execution of the Order. Ambro Express shall, as far as possible, notify the Ordering Party of these obstacles. When their duration is excessively prolonged, Ambro Express may withdraw from the Contract even if it is partially executed. However, before withdrawing from the contract, Ambro Express shall safeguard the Consignment and the interest of the Ordering Party in consultation with the Ordering Party. In the event of such withdrawal by Ambro Express from the contract, it shall be entitled to reimbursement of the expenses incurred in connection with the performance of the order and an appropriate part of the remuneration for the activities performed.
20. The service shall be deemed to have been properly provided despite the absence of effective delivery if:
 - a) delivery could not take place due to an incorrect address or telephone number indicated in the Order;
 - b) Unable to contact the Consignee due to defective intercom, bell, etc;
 - c) if the consignment is not released due to lack of cash on delivery (COD).
21. In the event of non-delivery of a consignment for the reasons specified in clause 19 or for other reasons not attributable to the Contractor, the Contractor shall send an e-mail to the Ordering Party requesting instructions regarding the consignment (to the extent of the services offered by the Contractor). If no feedback is received within 24 h (and 48 h for shipments to be delivered within Germany) from the date of the email, the Contractor shall return the Consignment to the Consignor. Instructions will be carried out for the remuneration indicated in the offer each time valid for the date of instruction.
22. The Ordering Party is obliged to keep track of the status of the Service via WebTrucker. All information contained in the application is a reflection of the actual performance of the Service. If the Ordering Party does not object to the information contained in the application within 3 days of the performance of the Service, he shall forfeit the possibility of invoking the non-performance of the Service in the future.

§7

Additional Services

Ambro Express shall offer the Ordering Party, at the Ordering Party's expense, the possibility of using the additional services described below. The prices for the additional services are included in the offer. The Ordering Party may order such additional services takes place, depending on the mode the Order is placed, by ticking the appropriate boxes in the content of the Order on the Consignment Note. Entering information on additional services in any other blanks not intended for this purpose does not mean placing an order for their performance by Ambro Express.

§8

Cash on Delivery (COD)

1. COD – Cash on Delivery for a Consignment consists in collecting from the Consignee the amount due to the Ordering Party for the Consignment and transferring it to the bank account indicated by the Ordering Party. The amount of COD cannot exceed seven thousand zlotys (PLN 7,000.00) in total for all Consignments sent on a given day by a single Consignor and delivered to a single Consignee.
2. Placing a COD Order is done by entering the amount of the COD in the appropriate field of the Order.

3. The Consignee shall be obliged to have the exact amount of cash to be collected ready since the driver is not obliged to have cash on them.
4. Ambro Express shall have the right to refuse a COD service without giving any reason and without incurring any liability on this account.
5. The Consignee's refusal to pay COD in the amount as specified by the Ordering Party or their not having the exact amount of cash as COD shall be treated as a refusal to accept the Consignment. In such a case, Ambro Express shall return the Consignment to the Consignor whereby the cost of its return transport shall also be borne by the Ordering Party.
6. The COD amounts collected by Ambro Express shall be transferred to the bank account indicated by the Ordering Party in writing or via WebTrucker. Specifications for shipments delivered from Friday to Thursday in the preceding week are sent by e-mail on Thursdays, and cash transfers are made on the following two working days, the day of payment being the day on which Ambro Express' bank account is debited. Ambro Express shall not be held liable in any manner whatsoever, in particular for delayed payment if the Ordering Party provides an incorrect bank account number.
7. Ambro Express shall not be liable for any misstatement of the COD amount in the Order by the Ordering Party.
8. Any and all liability of Ambro Express for non-performance or improper performance of the COD service is shall be to the amount of the COD.

§9 Payments

1. The Ordering Party shall be obliged to pay for the services performed by Ambro Express in the amount as agreed by the parties from time to time. In the absence of an agreement to the contrary, all amounts due to Ambro Express shall be payable by the deadlines resulting from the offer. The day on which AMBRO EXPRESS's bank account is credited shall be deemed to be the day of payment.
2. Fee for the service is settled on the basis of VAT invoices issued by Ambro Express. The date of the VAT invoice shall be the date the service was provided. The date of the service shall be the date of delivery of the Consignment to the Consignee or return delivery to the Consignor.
3. Ambro Express may make the Order execution conditional on the payment of an advance to the credit of the related expenses. Ambro Express may also make the delivery of the Consignment conditional on the payment of the remuneration due to Ambro Express for the Order in question.
4. In the event of late payment by the Ordering Party for the services performed by Ambro Express, Ambro Express shall have the right to charge statutory interest. Notwithstanding the right to claim interest, Ambro Express may withhold the delivery of the Consignment until all amounts due that have expired without effect have been paid. In addition, Ambro Express shall have the right of lien on the Consignment.
5. Ambro Express shall not be liable in any way for damages resulting from a delay in the execution of the Order in a situation where the Ordering Party fails to pay their dues within the time limit as agreed between the Parties.
6. Insofar as they are not the result of gross negligence on the part of Ambro Express, a seizure, forfeiture (confiscation) or any other action in respect of the Consignment shall be without prejudice for Ambro Express' claims against the Ordering Party.
7. Ambro Express shall be entitled to assign its rights and obligations arising from the Order from time to time; in particular, Ambro Express shall have the right to assign claims to an entity of its choice, without having to obtain a separate consent.
8. Ambro Express shall have the right to double check the value of the agreed remuneration by verifying the features of the Consignment influencing the amount of the remuneration, and charge the Ordering Party with an additional penalty of PLN 500 for each instance of providing incorrect data for the Consignment that affects the amount of remuneration.
9. The Ordering Party may not set off any amounts due to Ambro Express.

§10
Liability

1. Ambro Express shall be liable for the non-performance or improper performance of the Services whether by itself or by the persons by whom it is assisted in or to whom it entrusts the performance of the Services, in accordance with:
 - a) Act of 23 April 1964 - Civil Code, in relation to domestic transport services in the part concerning the “contract of carriage,” subject to the provisions below;
2. As far as domestic transport services are concerned, Ambro Express shall be responsible for carriers, sub-carriers, warehousemen, transshippers and other persons it uses to execute the Order, unless it is not at fault in their choice.
3. The Ordering Party shall have the right, for an additional charge, to specify the value of the Consignment it intends to send. In the case of doubts as to the actual value of the Consignment, Ambro Express shall have the right to request from the Ordering Party documents confirming the actual value or, in the absence of such documents, to have the Consignment appraised by an expert. In the event that a difference between the declared value and the actual value of the Consignment in excess of 20% is demonstrated, the costs of appraisal shall be borne by the Ordering Party. The declared value cannot exceed the actual value of the Consignment. The Ordering Party undertakes to take out a cargo insurance for consignments with a value above PLN 7,000. Lack of a Cargo insurance shall be treated as contributing to the amount of loss. Indicating the value of the Consignment to be shipped shall not constitute a “declaration of value of the shipped items,” as referred to in Article 40 of Act of 15 November 1984 - Transport Law.
4. Ambro Express' liability for damage resulting from delayed delivery is limited to the amount of loss suffered by the Ordering Party/Consignor/Consignee, however no more than the gross remuneration.
5. Ambro Express shall be exempt from liability if the Consignment has been delivered without any signs of tampering (latent damage) or the Consignee, in the course of acceptance, has neither reported any damage or missing goods in the Consignment Note nor drawn up a related shipping damage report, and following investigation of the circumstances in which the damage occurred, no fault can be directly attributed to Ambro Express. The damage report referred to in the previous sentence requires the signature of the driver in order to be valid. Proving Ambro Express' fault in such a case rests shall always rest with the Ordering Party.
6. In the event of damage, the Ordering Party shall be obliged to substantiate the fact that goods in specific quantity of specific features have been handed over to Ambro Express.
7. Furthermore, Ambro Express shall not liable for loss caused by:
 - a) the injured party's fault;
 - b) third party's fault;
 - c) missing, inadequate or faulty packing of the Consignment;
 - d) Ordering Party's failure to provide specifications and/or other documents in a timely manner;
 - e) particular hazard arising from faulty loading and/or unloading of the Consignment if the loading and/or unloading has been carried out by anyone else than Ambro Express or a third party acting on behalf of Ambro Express;
 - f) natural features of the goods, e.g. brittleness, rust, oxidation, spillage, susceptibility to temperature changes, spontaneous internal deterioration, etc.
8. Ambro Express' liability for damage shall be limited to actual damage. Ambro Express shall not be liable for any indirect damage, including lost profits of the Ordering Party, Consignor or Consignee. Ambro Express shall not be held to account for the payment of damages, in particular contractual penalties, by the Ordering Party, the Consignor or the Consignee to third parties as a result of any events resulting from the non-performance or improper performance of this agreement by Ambro Express.
9. Ambro Express' liability in respect of the performance of the Services shall be excluded in the event of any failure by the Ordering Party, the Consignor or the Consignee to comply with their obligations to the extent that this affected the performance or an improper performance of the Service by Ambro Express.
10. Ambro Express shall not be liable for damage, loss or delay caused by reasons beyond its control (i.e.: strikes, administrative prohibitions restricting the movement of vehicles, blockades, etc.). In particular, Ambro Express shall not be liable for damage or delay caused by action or omission on

- the part of the Ordering Party, the Consignor, the Consignee or third parties acting on their behalf.
11. Ambro Express shall not be liable for any damage incurred during the performance of the Additional Services, which were performed at the express risk of the Consignee.
 12. Ambro Express shall be liable for damages incurred during the performance of the Additional Services up to a maximum of PLN 7,000.

§11 Complaints

1. The Ordering Party or the Consignee shall be the ones entitled to lodge complaints about the commissioned Services. Any person lodging a complaint other than the eligible ones, the complaint shall be accompanied by an instrument of assignment of rights or a power of attorney specifying the subject of the complaint.
2. A complaint may only be made by correctly filling in the relevant forms on the website www.ambroexpress.pl. Complaints must be accompanied by the documents listed on the website.
3. If a complaint is made by an unauthorized person or if the complaint is incomplete, Ambro Express shall be obliged, within fourteen (14) days of the date on which the complaint was made, to request that the complaint is corrected or supplemented accordingly within one (1) month of the date of sending such a request or else the complaint will be deemed not to have been made, whereby Ambro Express must warn the complainant in thereof.
4. If a complaint has been duly lodged, is complete or has been supplemented, Ambro Express shall provide an initial response no later than thirty (30) days from the date of receipt of the complaint or supplemented complaint, respectively.
5. The lodging of a complaint shall not discharge the Ordering Party from its obligation to pay remuneration due to Ambro Express or entitle the Ordering Party to set off the amount of the claim against any amounts due to Ambro Express.
6. In the event that the Consignment is found to be packaged/secured not in accordance with the packaging instructions available on the Ambro Express website, the complaint will be rejected as unfounded.
7. Ambro Express may dismiss a complaint if the Consignment has not been unpacked in the presence of the Courier and the damage has not been recorded in the Consignment Note.

§12 Confidentiality

1. The Ordering Party undertakes to keep confidential all information it has obtained about Ambro Express in connection with the cooperation. The confidentiality obligation shall in particular apply to: the content of all contracts and agreements concluded between the Ordering Party and Ambro Express, all information of business importance concerning the establishments, organisation, personnel, collaborators, contractors, ratios and indicators, finance, technologies, technical solutions, programmes, materials (the "Confidential Information").
2. No information made public by Ambro Express nor information known to the Ordering Party prior to the commencement of cooperation shall be regarded as the Confidential Information.
3. Disclosure of Confidential Information by the Ordering Party to third parties shall only be possible with the prior written consent of Ambro Express or at the request of a court, public prosecutor's office, police and other state authorities entitled to obtain them under the law. In the latter case, the Ordering Party undertakes to immediately inform Ambro Express of such a request. The Ordering Party shall always only disclose the Confidential Information to the extent necessary.
4. Any disclosure of Confidential Information shall entitle Ambro Express to seek a contractual penalty of EUR 50,000, with the proviso that Ambro Express is still entitled to claim damages in excess of the contractual penalty.

§13

Dispute Resolution and Governing Law

Any and all disputes that may arise between Ambro Express and the Ordering Party, the Consignor or Consignee in connection with the performance, non-performance or improper performance of the Services shall be settled by the common court having jurisdiction over the registered office of Ambro Express.

§14

Additional Provisions

The Ordering Party shall only be entitled to pursue claims for damages in court after unsuccessful exhaustion of the complaint route according to the rules set out in these Terms and Conditions.

§15

Final Provisions

1. The Terms and Conditions and the Price List can be found on website www.ambroexpress.pl. The Ordering Party shall be obliged to read the Terms and Conditions before handing over the Consignment to Ambro Express.
2. Ambro Express shall have the right to seek damages in excess of the contractual penalties stipulated herein.
3. Any and all disputes that may arise between Ambro Express and the Ordering Party, Consignor or Consignee in connection with the performance, non-performance or improper performance of the Services will be settled by the common court having jurisdiction over the registered office of Ambro Express.
4. The Ordering Party shall be obliged to inform Ambro Express of any change in its correspondence details within three (3) days of the change, or else correspondence addressed to the hitherto address will be deemed to have been effectively served.
5. The Terms and Conditions shall enter into force on 14 March 2023.

§16

Personal Data Protection

1. Ambro Express shall be responsible for safeguarding the Customer's personal data in accordance with the requirements of the Personal Data Protection Act of 10 May 2018. Journal of Laws. 2018, item 1000 and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (GDPR).
2. in accordance with these Terms and Conditions, the controller of the personal data of the individuals using the shipping services is AMBRO EXPRESS Sp. z o.o. Sp. k. with its registered office in Przykona, at ul. Przemysłowa 18, 62-731 Przykona, KRS: 0000635536, hereinafter referred to as the Data Controller. The Data Controller shall carry out the personal data processing operations.
3. Regarding all matters relating to the processing of personal data, the Data Controller may be contacted by email at the email address indicated on the Ambro Express website.
4. The Data Controller shall apply the measures necessary for the protection of the personal data; in particular, the Data Controller shall provide appropriate technical and organisational measures to ensure the security of the personal data, in particular to prevent third parties access, loss, damage or destruction of the data or their processing in breach of law.
5. The personal data shall be processed for:

- a) the performance of the service/order i.e. on the basis of Article 6(1)(b) GDPR according to which the processing is necessary for the performance of a contract to which the data subject is a party or to take action at the request of the data subject prior to entering into a contract. The personal data will be processed for the duration of the order/service and for the time necessary thereafter.
 - b) customer satisfaction surveys conducted as part of the process of controlling and maintaining the high quality of Ambro Express Services, which the Customer agrees to each time they use the service.
 - c) completion of the complaints process on the basis of Article 6(1)(c) GDPR, according to which the processing is necessary for the fulfilment of a legal obligation incumbent on the Data Controller. Personal data will be processed for the period of fulfilment of the legal obligation and a possible further period of use of the services offered by the Data Controller.
 - d) pursuing our claims on the basis of Article 6(1)(f) GDPR i.e. the Data Controller's legitimate interest in pursuing our claims and defending our rights, and Article 9(2)(f) GDPR i.e. the processing is necessary to pursue our claims. Personal data will be processed for the duration of the claim.
 - e) fulfilment of tax obligations on the basis of Article 6(1)(c) GDPR (processing is necessary to fulfil a legal obligation incumbent on the Data Controller) in conjunction with Article 74(2) of the Accounting Act. Personal data will be processed for the period necessary to fulfil the tax obligation. We process all the data required for accounting purposes and for tax reasons for five (5) years calculated from the end of the calendar year in which the tax obligation arose.
 - f) where consent has been obtained - for marketing purposes on the basis of Article 6(1)(a) GDPR (the data subject has consented to the processing of their personal data for one or more specified purposes). The data will be processed for the duration of the marketing action.
6. Persons providing their personal data have the right to request from the Data Controller:
- a) access to their personal data;
 - b) rectify their personal data;
 - c) delete their personal data (a request for deletion will result in the immediate removal of their personal data from our database);
 - d) restrictions on the processing of personal data;
 - e) to lodge a complaint with a supervisory authority;
 - f) transfer their data;
 - g) withdraw consent to the processing of personal data at any time. Withdrawal of consent will not affect the lawfulness of the processing carried out on the basis of consent prior to its withdrawal, however, it will prevent us from providing our services;
 - h) object to the processing of personal data - where the processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Controller and where the processing is necessary for purposes deriving from the legitimate interests pursued by the Controller or by a third party, including in the case of profiling. The Controller shall no longer be allowed to process such personal data unless the Controller demonstrates the existence of compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject, or grounds for the establishment, exercise or defence of claims.
7. In order to let the above rights to be exercised, the Data Controller must be contacted by email at the email address indicated on the Ambro Express website.
8. The personal data provided may only be transferred to:
- a) the relevant state authorities at their request and on the basis of applicable law.
 - b) cooperating entities for the purpose and to the extent necessary for the performance of the service. The Data Controller is responsible for the consequences of the actions of third parties (in particular drivers, couriers, fitters) with whom he cooperates and to whom he entrusts the execution of the contract in whole or in part.
9. The personal data provided to AMBRO EXPRESS shall not be subject to automated decision-making, in particular profiling.
10. The provision of personal data shall be voluntary, but without it will not be possible to provide the service.