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

These General Terms and Conditions for the Provision of Services of Ambro Express sp. z o.o. sp. k. constitute a standard contract template within the meaning of Article 384 et seq. of the Act of 23 April 1964 – the Civil Code, with respect to transport services provided by Ambro Express sp. z o.o. sp. k.

§1
General Provisions

1. These Terms and Conditions define the terms and rules for the provision by Ambro Express sp. z o.o. sp. k., with its registered office in Przykona, at Przemysłowa Street 18, 62-731 Przykona (hereinafter referred to as "Ambro Express"), of transport services within the territory of the European Union and the United Kingdom.
2. Ambro Express provides services to natural persons, legal persons, as well as organizational units without legal personality.

§2
Definitions

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 within the meaning of Article 221 of the Civil Code), a legal person or an organizational unit without legal personality to which the law grants legal capacity, commissioning Ambro Express, on the basis of an Order, to perform a transport service. The Ordering Party may be the Sender, the Recipient, or a third party.

Sender – a natural person, legal person, or organizational unit without legal personality to which the law grants legal capacity, handing over the Shipment to Ambro Express.

Recipient – a natural person, legal person, or organizational unit without legal personality to which the law grants legal capacity, receiving the Shipment from Ambro Express.

Consignment Note – a transport document used in domestic transport, issued on the Ambro Express form, containing information necessary for the proper performance of transport services.

Price List – an offer defining the weight and dimensions of Shipments, divided into pricing categories of Ambro Express services, as well as the timeframes within which such services may be performed.

Shipment – items accepted for the performance of a transport service from one Sender to one Recipient on the basis of one document, i.e. a Consignment Note.

Additional Services – activities related to the transport service accepted for performance by Ambro Express at the request of the Ordering Party, for which Ambro Express charges an additional fee in the amount specified in the offer.

Cash on Delivery / COD – a monetary amount constituting payment for the delivered goods as part of the Service, in the amount indicated by the Ordering Party and/or the Sender, to be collected and transferred according to established procedures to the bank account indicated by the Ordering Party.

Terms and Conditions – these General Terms and Conditions for the Provision of Services of Ambro Express sp. z o.o. sp. k.

Order – an order to perform transport services, submitted in accordance with the procedure and rules described in the Terms and Conditions and in the cooperation offer concluded with the Ordering Party, containing information necessary for the proper performance of the service, including in particular precise address details of the Sender and Recipient, specification of goods, weight, number of collective packages, method of packaging and marking, and other instructions regarding handling of the Shipment. Precise address details must include: name, address with street, postal code and city, contact person details including telephone number.

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

WebTrucker – an online application available on the website www.ambroexpress.pl, used in accordance with the user manual, to which the Ordering Party gains access via an individual login and password, enabling data entry, modifications to Orders, and tracking of Shipment status.

Weight – the gross weight of the Shipment, i.e. the goods together with packaging.

§3
Scope of Application of the Terms and Conditions

The submission of an Order by the Ordering Party constitutes proof of having read and accepted these Terms and Conditions and the Price List. From that moment, all provisions of these Terms and Conditions and the Price List become binding on both parties, including during the execution of subsequent orders, unless the provisions of a separate agreement concluded between the parties provide otherwise.

§4
Scope of Services

1. Ambro Express provides transport services for consideration, related to the organization of transport in domestic and international road transport.
2. Ambro Express is obliged to perform its activities with due diligence.
3. In the performance of the services referred to in point 1 above, Ambro Express has the right to entrust the performance of individual activities to third parties professionally engaged in such activities.
4. Ambro Express does not provide services in relation to the following groups of goods; therefore, the provisions of the Terms and Conditions do not apply to them:
   a) perishable goods and goods requiring transport at controlled temperature,
   b) goods emitting odors,
   c) valuable shipments, i.e. money, bills of exchange, cheques, letters of credit, payment orders, remittances, other banking and financial documents, securities, antiques, gold, silver, other platinum group metals, products made of these metals, precious stones, pearls, works of art, collectors' items, archival collections, documents,
   d) plans, designs, prototypes,
   e) relocation property,
   f) RTV and household appliances,
   g) human corpses and remains,
   h) live animals,
   i) weapons and ammunition,
   j) narcotics, psychotropic substances, preparations, including medicines requiring special conditions,
   k) goods which due to their properties may pose a threat to health or life or may damage other goods or the property of Ambro Express or its subcontractors,

l) dangerous goods of all classes within the meaning of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) of 30 September 1957, goods covered by the National System of Monitored Shipments (SENT),
m) goods requiring separate permits or licenses, or whose transport is prohibited by law.

5. In the event of entrusting Shipments referred to in point 4 above for execution, the Ordering Party shall bear full responsibility for entrusting such Shipments for carriage and shall be obliged to pay a contractual penalty of PLN 50,000.00, with Ambro Express reserving the right to claim compensation exceeding the amount of the stipulated penalty.
6. Ambro Express provides transport services exclusively within the scope of road transport, with access by a standard delivery van or truck to the collection and delivery locations. The services do not include locations requiring the use of sea, air, or specialist transport, in particular islands, overseas territories, and areas with limited transport accessibility. If, during the performance of the shipment delivery service, it becomes apparent that delivery would require the use of sea, air, or specialist transport, the shipment shall be returned to the sender, and the sender shall be obliged to collect the shipment and pay all costs related to the delivery attempt undertaken by Ambro Express Sp. z o.o. Sp. k. for the shipment whose delivery could not be completed.

§5
Orders

1. An Order shall be submitted:
   a) via the WebTrucker system, after prior registration, obtaining an individual customer number and creating an account,
   b) in the form of electronic data transmission,
   c) on the Ambro Express form sent by electronic mail.
2. Ambro Express shall not be liable for the consequences of errors and misunderstandings arising in connection with receiving an Order verbally or by telephone, if such Order has not been confirmed in writing by the Ordering Party in the manner referred to in section 1 above. Ambro Express shall also not be liable for the consequences of additional instructions and guidelines given by the Ordering Party to persons not directly authorized to act on behalf of Ambro Express. For the avoidance of doubt, it is agreed that the driver and the courier are not persons authorized to act on behalf of Ambro Express.
3. An Order for the performance of a service must be submitted on a Business Day, at least one Business Day prior to the planned loading date, unless the Parties agree otherwise. Failure to comply with the above deadline entitles Ambro Express to refuse to perform the submitted Order or to postpone the date of its execution.
4. The agreement shall be deemed concluded at the moment the Order is confirmed by Ambro Express. The final date of service performance shall be confirmed at the time the execution of 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, including with regard to the representation of persons placing the Order, as well as data contained in documents, correspondence or placed on the Shipment, as well as defective packaging of the Shipment, etc., even if such inaccuracy, incompleteness or incorrectness arose without fault on the part of the Ordering Party.
6. In the event that the Recipient is a natural person and the Ordering Party fails to provide a correct contact telephone number of the Recipient in the Order, Ambro Express shall be entitled to suspend the execution of the Order and to charge the Ordering Party storage costs of the Shipment until the correct data are provided by the Ordering Party.
7. In the event of withdrawal from the agreement or its termination for reasons other than the sole fault of Ambro Express, Ambro Express shall be entitled to appropriate remuneration for activities already performed and reimbursement of incurred expenses or compensation for incurred damages, whereby the minimum remuneration for activities undertaken up to the moment of loading, regardless of the scope of activities performed, shall be set at an amount equal to 30% of the full remuneration, unless a different amount results from the offer.
8. Ambro Express reserves the right to refuse acceptance of an Order if:
   a) the Shipment contains goods excluded pursuant to §4 section 4,

b) the Order was submitted in a manner other than that described in section 1 above,
c) the packaging of the Shipment is defective, insufficient, or the Shipment is not packaged,
d) the Ordering Party is in arrears with payments for services performed by Ambro Express,
e) in other cases, including those described in the Terms and Conditions.
Ambro Express shall not bear any liability for damages arising in connection with refusal to accept an Order in the cases described above.

9. Ambro Express reserves the right to inspect the contents of the Shipment. Such inspection shall be carried out in the presence of the Sender or a third party invited by Ambro Express to participate in the inspection. In the event discrepancies are found between the declarations made by the Ordering Party and/or the Sender in the transport documents, Ambro Express shall charge the Ordering Party the costs of inspection, in accordance with the rate specified in the offer. A report shall be drawn up from the verification of the condition of the Shipment.
10. Ambro Express offers and the provisions contained therein regarding prices and services apply only to goods with the parameters and characteristics specified in the offer, assuming standard technical means, including transport means, unrestricted possibilities of transport connections, the possibility of immediate further dispatch of goods, as well as the continued applicability of existing transport charges, currency exchange rates and tariffs underlying such offers and agreements, unless such changes were previously taken into account and were foreseeable.
11. An amended Order requires renewed acceptance by Ambro Express. A fee for amending an Order shall be charged in the amount specified in the offer. Ambro Express shall be entitled to adjust the remuneration for the service based on the amended Order.
12. Ambro Express shall be entitled to adjust the remuneration for the service in the event discrepancies are identified in the characteristics of the Shipment, 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 Shipment shall mean the dimensions of the goods or the dimensions of the load carrier, whichever is greater.
13. The Ordering Party is entitled to cancel the Order with the right to a refund of the paid service price, provided that information on the cancellation is delivered to the Contractor at the e-mail address: bok@ambro.pl (the message must include the shipment number, first name and last name of the Ordering Party, and proof of payment), prior to commencement of the service execution. A cancellation submitted after the commencement of operational activities shall be ineffective, and the Contractor shall retain the right to full remuneration.

§6
Execution of the Service

1. After the Order is confirmed by Ambro Express, the Ordering Party shall be obliged to:
   a) prepare and hand over the Shipment at the agreed place and time,
   b) properly pack and secure the Shipment against damage (the required minimum packaging/protection shall be in accordance with the packing instructions made available on the Ambro Express website). In the event of damage to the Shipment during transport resulting from improper packaging, the Sender shall bear sole responsibility for the damage to the goods.
   c) properly label each (transport) package with an address label,
   d) place the Consignment Notes (minimum 2 copies) and any additional documents in a plastic sleeve attached to the transport package together with the address label,
   e) provide Ambro Express with all necessary documents required for the proper performance of the service,
   f) inform Ambro Express about any special characteristics of the Shipment and properly mark the Shipment,
   g) hand over the Shipment within a time not exceeding 15 minutes from the moment the vehicle is positioned by Ambro Express,
   h) inform Ambro Express of all circumstances affecting the proper performance of the service.
2. In the case of submitting Orders in the manner specified in §5 section 1 letter a) or b), the Sender shall be obliged to prepare the Shipment with a complete set of documents, i.e. a Collective List of Shipments, Consignment Notes and, where applicable, additional documents accompanying the Shipment, in accordance with the conditions specified in the agreement or offer.

3. The Ordering Party shall be obliged to entrust Ambro Express with goods secured in a manner enabling transshipment and transport without damage during the performance of standard logistics and transport activities. In cases where Ambro Express deems it necessary to apply additional protection, the costs of such protection shall be borne by the Ordering Party. Ambro Express and the courier are not obliged to verify the correctness of the Shipment's packaging, as full responsibility for proper packaging of the transported goods (taking into account their type) rests with the Sender.
4. The Sender shall be responsible for properly completing the consignment note, including by mandatorily entering the dimensions and weight of the shipped Shipment.
5. The Ordering Party shall be obliged to have an appropriate legal title to the goods and, in connection therewith, may effectively incur all obligations set out in these Terms and Conditions.
6. Confirmation of acceptance of the Shipment for carriage on the transport documents means acceptance of the Shipment as to the quantity and type of collective packages; it does not constitute confirmation of its contents, value or weight, or the number of individual packages within collective packages. Acceptance of the Shipment for carriage does not create any presumption that the Shipment has been properly packaged.
7. At the request of the Ordering Party and for separate remuneration agreed by the Parties, Ambro Express shall provide the Ordering Party with other information and any advice concerning the execution of the order. Ambro Express provides such information to the best of its knowledge; however, the final decision as to whether to follow such information or advice shall be made by the Ordering Party at its sole risk.
8. If it is revealed that the Shipment contains dangerous goods or goods whose carriage 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 proof of completed delivery, i.e. making the goods available to the Recipient, Ambro Express shall require the Recipient to confirm receipt of the Shipment described in the transport documents. If the Recipient refuses to issue such confirmation, Ambro Express shall request instructions from the Ordering Party (if possible). In the absence of confirmation of receipt, Ambro Express shall have the right to return the Shipment to the Sender's address. The return service shall be performed according to the rates set out in the offer.
10. The Recipient shall not have the right to unpack the Shipment and check its contents prior to confirming its receipt.
11. If it is not possible to complete delivery for reasons other than those attributable to Ambro Express and there arises a need to store the Shipment, Ambro Express shall have the right to charge the Ordering Party storage costs starting from the third day counted from the delivery date resulting from the Order, not less than PLN 50.00 for each commenced day of storage, whereby it is assumed that a day ends at 16:00 each day.
12. Confirmation of delivery shall each time result from WebTrucker; at the request of the Ordering Party, AMBRO EXPRESS shall provide confirmation of delivery in the form of copies of Consignment Notes or their electronic copies – after the delivery is closed and settled.
13. Delivery shall be deemed timely if it is delivered in accordance with the Order as to the day being a Business Day and the place, within the time window from 08:00 to 17:00. Both deliveries and collections are carried out on Business Days.
14. The collection and delivery times indicated by the Ordering Party in the Order serve only an auxiliary function and indicate a preferred (not guaranteed) time window for collection and delivery, which is not binding on Ambro Express.
15. Ambro Express shall not be liable for late delivery if it occurred due to reasons beyond Ambro Express's control. The main reasons beyond Ambro Express's control include, inter alia:

    a) transport/traffic blockades,

    b) directing delivery to Recipients who do not have the infrastructure or equipment necessary to accept the delivery,

    c) introduction of national or local restrictions preventing delivery to the Recipient, provided that they have been introduced by an official communication of 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 referred to in §5 section 2,

f) issuing instructions changing essential conditions of the Order during its execution,

g) random events beyond Ambro Express's control,

h) failure to perform the obligations described in §5.

16. In the absence of detailed instructions from the Ordering Party or difficulties in obtaining them, Ambro Express shall safeguard the interests of the Ordering Party at its cost, acting at its own discretion in a manner most beneficial to the Ordering Party in selecting the route, means, conditions and methods of carriage as well as storage and loading of shipments, etc., and, where possible, should inform the Ordering Party in advance.
17. Ambro Express may send the Shipment together with other goods as a consolidated shipment, under a Consolidated Consignment Note (ZLP). In particular, Ambro Express may perform services within the scope of groupage cargo, taking transshipments into account.
18. The performance of loading activities, i.e. loading and unloading of Shipments, shall belong respectively to the obligations of the Sender and the Recipient. Ambro Express is not obliged to perform loading activities or to provide technical means or equipment enabling loading and unloading. The driver delivering the Shipment, provided that its weight does not exceed 200 kg and it is possible for the driver to use a manual pallet truck, may, at the Recipient's request, move the goods to the edge of the load bed. If it is not possible to use a manual pallet truck, the driver is not obliged to move Shipments whose weight exceeds 50 kg per package. Any assistance provided by Ambro Express in loading and unloading is given at the sole risk and responsibility of the Sender or the Recipient.
19. Obstacles independent of Ambro Express or another person acting on its behalf (orders of authorities, natural disasters, strikes, road blockades, etc.) preventing performance in whole or in part of Ambro Express's obligations shall release Ambro Express, for the duration of such obstacles, from liability for timely performance of the Order. Ambro Express should, where possible, notify the Ordering Party of such obstacles. If their duration is excessively prolonged, Ambro Express may withdraw from the agreement even if it has been partially performed. However, before withdrawing from the agreement, Ambro Express is obliged to secure the Shipment and the interests of the Ordering Party in agreement with it. In the event of such withdrawal by Ambro Express from the agreement, Ambro Express shall be entitled to reimbursement of expenses incurred in connection with the execution of the order and an appropriate part of remuneration for activities performed.
20. The service shall be deemed properly performed despite the lack of effective delivery if:

a) delivery could not take place due to an incorrect address or telephone number indicated in the Order,

b) it is not possible to contact the Recipient due to a damaged intercom, doorbell, etc.,

c) the Shipment was not delivered due to the Recipient's failure to pay the cash on delivery amount (COD).

21. In the event of failure to deliver the Shipment for the reasons specified in section 19 and section 20(a), (b) and (c) or for other reasons not attributable to the Contractor, the Contractor shall send the Ordering Party an e-mail message requesting instructions regarding the Shipment (within the scope of services offered by the Contractor). If no feedback is received within 24 hours (and for Shipments to be delivered within Germany – within 48 hours) from the date of sending the e-mail message, the Contractor shall return the Shipment to the Sender. Instructions shall be carried out for remuneration indicated in the offer each time current as of the date of execution of the instruction.
22. The Ordering Party shall be obliged to continuously track the status of the Service via WebTrucker. All information contained in the application reflects the actual course of the Service execution. The lack of objections to the information contained in the application reported by the Ordering Party within 3 days from the date of performance of the Service means loss of the possibility to invoke 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
COD – Cash on Delivery

1. COD – Cash on Delivery for a Shipment – consists in collecting from the Recipient the amount due to the Ordering Party for the Shipment and transferring it to the bank account indicated by the Ordering Party. The amount of Cash on Delivery may not exceed PLN 7,000.00 (seven thousand Polish zlotys) in total in relation to all Shipments dispatched on a given day by one Sender and delivered to one Recipient.
2. Submission of an Order for the COD service shall be made by entering the COD amount in the appropriate field of the Order.
3. The Recipient shall be obliged to pay the COD amount upon delivery – in cash, by card, or by BLIK. In the case of cash payment, the Recipient should have the exact amount. The driver is not obliged to have cash to give change. Ambro Express does not provide the possibility of using a split form of payment of the COD amount. The COD amount must be paid in full in one form only: cash, card, or BLIK.
4. Payment of the COD amount may be made by payment card or BLIK via applications on the Couriers' mobile devices. Ambro Express shall not be liable for the inability to make payment by card or BLIK resulting from technical reasons, in particular due to lack of network access, lack of coverage, application failure, or device malfunction.
5. Ambro Express shall have the right to refuse to perform the COD service without stating any reason and without incurring any liability in this respect.
6. Refusal by the Recipient to pay the COD amount specified by the Ordering Party (in cash, by card, or by BLIK), or the inability to make payment in full in one form of payment, shall be treated as a refusal to accept the Shipment. In such case, Ambro Express shall return the Shipment to the Sender, and the cost of transport in both directions shall be borne by the Ordering Party.
7. COD amounts collected by Ambro Express concerning domestic Shipments shall be transferred to the bank account indicated by the Ordering Party via WebTrucker. Statements are sent by e-mail on Thursdays for Shipments delivered from Friday to Thursday of the previous week; transfers are executed within the following two Business Days counted from the date of sending the statement, whereby the date of payment shall be deemed the date on which Ambro Express's bank account is debited. COD amounts for international Shipments handled in a currency other than PLN shall be transferred to the bank account indicated by the Ordering Party in accordance with the conditions and deadlines specified in the cooperation offer concluded with the Ordering Party. Ambro Express shall not bear any liability, including liability for delayed payment, in the event of incorrect provision of the bank account number by the Ordering Party.
8. Ambro Express shall not be liable for incorrect indication by the Ordering Party of the COD amount in the Order.
9. Any liability of Ambro Express for non-performance or improper performance of the COD service shall be limited to the amount of the COD.
10. Ambro Express shall charge the Ordering Party a handling fee for the provision of the COD service. In the case of payment of the COD amount by the Recipient by payment card or BLIK, the handling fee shall constitute a specified percentage of the COD amount. In the case of cash payment, the handling fee shall be charged according to the thresholds and rates specified in the offer (price list) applicable to the given Ordering Party. Detailed fee rates result from the

cooperation offer (price list) or have been provided to the Ordering Party by e-mail no later than 14 days prior to the launch of the given payment functionality.

§9
Payments

1. The Ordering Party shall be obliged to make payment for services performed by Ambro Express in the amount agreed each time by the Parties. In the absence of a different agreement, all amounts due to Ambro Express shall be payable within the deadline resulting from the offer. The date of payment shall be deemed to be the date on which AMBRO EXPRESS's bank account is credited.
2. Remuneration for the services provided shall be settled on the basis of VAT invoices issued by Ambro Express. The VAT invoice shall be issued with the date of performance of the service. The date of performance of the service shall be the date of delivery of the Shipment to the Recipient or the date of return delivery to the Sender.
3. Ambro Express may make the performance of an Order conditional upon the payment of an advance for expenses related to its execution. Ambro Express may also make the release of the Shipment conditional upon payment of the remuneration due to Ambro Express for the given Order.
4. In the event of delay by the Ordering Party in settling payments for services performed by Ambro Express, Ambro Express shall be entitled to charge statutory interest, and where the Ordering Party is an entrepreneur – statutory interest for delay in commercial transactions.. Irrespective of the right to claim interest, Ambro Express may withhold the release of the Shipment until all amounts whose payment deadlines have expired without effect have been settled. Additionally, Ambro Express shall be entitled to a right of lien over the Shipment.
5. Ambro Express shall not bear any liability for damages resulting from delay in the execution of an Order and subsequent Orders placed by the Ordering Party in the event that the Ordering Party fails to settle amounts due within the deadline agreed by the Parties.
6. Seizure, forfeiture (confiscation) or other actions relating to the Shipment shall not affect Ambro Express's claims against the Ordering Party, provided that such actions were not the result of gross negligence on the part of Ambro Express.
7. Ambro Express shall be entitled to transfer its rights and obligations arising from Orders, including the right to assign receivables, to an entity of its choice, without the need to obtain separate consent.
8. Ambro Express shall have the right to verify the amount of the agreed remuneration by verifying the characteristics of the Shipment that affect the amount of remuneration in a given case, and subsequently to charge remuneration in accordance with the price list and additionally charge the Ordering Party a contractual penalty in the amount of PLN 500 for each instance of incorrect data concerning the Shipment that affects the amount of remuneration.
9. The possibility for the Ordering Party to set off any claims against Ambro Express is hereby excluded.

§10
Liability

1. Ambro Express shall be liable for non-performance or improper performance by itself or by persons with whose assistance it performs the obligation or to whom it entrusts the performance of services, in accordance with:
   a) the provisions of the Act of 23 April 1964 – the Civil Code, with respect to domestic transport services in the part concerning the "contract of carriage", subject to the provisions below;
   b) the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) and the Protocol thereto of 19 May 1956 – with respect to international transport services.

2. Within the scope of domestic transport services, Ambro Express shall be liable for carriers, successive carriers, warehouse operators, transshipment operators and other persons it uses in the performance of an Order, unless it is not at fault in their selection.
3. The Ordering Party has the right, for an additional fee, to indicate the value of the goods Shipment which it intends to dispatch. In the absence of a declaration of the Shipment value by the Ordering Party, the value of the Shipment binding upon the Parties shall amount to PLN 100. In the event of doubts as to the actual value of the Shipment, Ambro Express has the right to request from the Ordering Party documents confirming the actual value or, in the absence thereof, to carry out a valuation by an expert. In the event that a difference between the declared value of the Shipment and its actual value exceeding 20% is demonstrated, the costs of the valuation shall be borne by the Ordering Party. The declared value may not exceed the actual value of the Shipment. For Shipments with a value exceeding PLN 7,000, the Ordering Party undertakes to obtain Cargo insurance. Failure to obtain Cargo insurance shall be treated as contribution to the increase of the amount of damage. If the Ordering Party indicates the value of the transported goods in an amount lower than their actual value resulting from an invoice or receipt or the applicable price list, in the event of their damage or loss during transport Ambro Express shall bear liability for damages exclusively up to the amount of the value of the goods declared by the Sender. In the event of damage to or loss of the goods during transport performed by Ambro Express, the Ordering Party shall be obliged to reimburse the Recipient of the goods an amount constituting the difference between the value of the goods declared by it and their actual value resulting from an invoice or receipt or the applicable price list.
4. Ambro Express's liability for damages resulting from delayed delivery shall be limited to the amount of damage suffered by the Ordering Party/Sender/Recipient, but not exceeding the gross remuneration for the service provided by Ambro Express.
5. Ambro Express shall be released from liability if the Shipment was delivered without any signs of interference (hidden damage), or if the Recipient, at the time of receipt, failed to note remarks regarding damage or missing goods in the Consignment Note and failed to prepare an appropriate damage report, and after examination of the circumstances of the damage it is not possible to attribute fault directly to Ambro Express. The damage report referred to in the preceding sentence shall require, for its validity, the driver's signature. In each such case, the party obliged to prove the fault of Ambro Express shall be the Ordering Party.
6. In the event damage occurs, the Ordering Party shall be obliged to document that goods of a specified quantity and specified characteristics were handed over to Ambro Express.
7. Ambro Express shall also not be liable for damages caused by:
   a) fault of the injured party,
   b) fault of a third party,
   c) lack, insufficiency or defectiveness of the Shipment's packaging,
   d) failure by the Ordering Party to provide specifications and other documents in due time,
   e) particular danger resulting from improper loading and unloading of the Shipment, if loading and unloading were not performed by Ambro Express or third parties acting on its behalf,
   f) natural properties of the goods, e.g. fragility, rust, oxidation, spillage, susceptibility of the goods to temperature changes, spontaneous internal spoilage, etc.
8. Ambro Express's liability for damages shall be limited to liability for actual damage. Ambro Express shall not be liable for any indirect damages, including lost profits of the Ordering Party, Sender or Recipient. Ambro Express shall not be liable for compensation, including contractual penalties, paid by the Ordering Party, Sender or Recipient to third parties as a result of any events being the consequence of non-performance or improper performance of this agreement by Ambro Express.
9. Ambro Express's liability arising from the performance of services shall be excluded in the event of failure by the Ordering Party, Sender or Recipient to perform their obligations to the extent that such failure affected the performance or improper performance of the service by Ambro Express.
10. Ambro Express shall not be liable for damage, loss or delay arising from causes beyond its control (i.e. strikes, administrative bans restricting vehicle traffic, blockades, etc.). In particular, Ambro

Express shall not be liable for damage and delay caused by actions or omissions of the Ordering Party, Sender, Recipient or third parties acting on their behalf.

11. Ambro Express shall not be liable for damages arising during the performance of Additional Services carried out at the express risk of the Recipient.
12. Ambro Express shall be liable for damages arising during the performance of Additional Services up to a maximum amount of PLN 7,000.

§11
Complaints

1. The Ordering Party or the Recipient shall be entitled to submit complaints regarding the commissioned services. If a complaint is submitted by a person other than the entitled party, a document transferring rights or a power of attorney specifying the subject of the complaint shall be attached.
2. Complaints must be submitted by correctly completing the forms available on the website www.ambroexpress.pl The documents listed on the aforementioned website must be attached to the complaint.
3. If a complaint is submitted by an unauthorized person or the complaint is incomplete, Ambro Express shall request its correction or supplementation within 14 days from the date of submission of the complaint, granting 14 days from the date of sending such request for its completion, under pain of leaving the complaint without consideration.
4. If the complaint has been submitted correctly and is complete or has been supplemented, Ambro Express shall provide a preliminary response no later than within 30 days from the date of its receipt or supplementation, respectively.
5. Submission of a complaint shall not release the Ordering Party from the obligation to pay the remuneration due to Ambro Express and shall not entitle the Ordering Party to set off the amount of claims against any amounts due to Ambro Express.
6. If it is found that the packaging/protection of the Shipment is not in accordance with the packing instructions available on the Ambro Express website, the complaint shall be rejected as unfounded.
7. Ambro Express may reject a complaint if the Shipment was not unpacked in the presence of the Courier and the damage was not recorded in the transport document, as well as in the event of failure to report damage to the Shipment's packaging to the Courier at the time of delivery. The Ordering Party shall be obliged to inform the Recipient of the necessity to report any damage (in particular to the packaging) to the Courier at the time of receipt and to prepare a damage report, under pain of presumption that Ambro Express delivered the Shipment without damage and that any damage discovered after the Courier's departure is not the result of improper performance of the delivery service by Ambro Express or its subcontractor.

§12
Confidentiality Clause

1. The Ordering Party undertakes to keep confidential all information obtained about Ambro Express in connection with the cooperation. The obligation of confidentiality shall include, in particular: the content of all agreements and arrangements concluded between the Ordering Party and Ambro Express, as well as all information of economic significance concerning facilities, organization, staff, co-workers, contractors, indicators, finances, technologies, technical solutions, programs and materials ("Confidential Information").
2. Confidential Information shall not include information made public by Ambro Express, as well as information known to the Ordering Party prior to commencement of the cooperation.
3. Disclosure of Confidential Information by the Ordering Party to third parties shall be possible only with the prior written consent of Ambro Express or at the request of a court, public prosecutor's office, police or other state authorities authorized to obtain such information pursuant to

applicable law. In the latter case, the Ordering Party undertakes to immediately inform Ambro Express of the receipt of such request. In both cases, the Ordering Party shall disclose Confidential Information only to the extent necessary.

4. Each disclosure of Confidential Information shall entitle Ambro Express to claim a contractual penalty in the amount of EUR 50,000, with the reservation that Ambro Express shall be entitled to claim damages exceeding the amount of the contractual penalty.

§13
Dispute Resolution and Governing Law

Any disputes that may arise between Ambro Express and the Ordering Party, Sender, or Recipient who is not a consumer, 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

1. The pursuit of compensation claims by the Ordering Party through court proceedings shall be available to the Ordering Party only after ineffective exhaustion of the complaint procedure, in accordance with the principles set out in these Terms and Conditions.
2. All correspondence related to the transport service performed at the request of the Ordering Party shall be conducted in the Polish language. Ambro Express sp. z o.o. sp. k. shall have the right to leave without consideration any correspondence prepared in a language other than Polish.

§15
Final Provisions

1. The Terms and Conditions and the Price List are available on the website www.ambroexpress.pl The Ordering Party shall be obliged to familiarize itself with the Terms and Conditions prior to handing over the Shipment to Ambro Express.
2. Ambro Express shall have the right to pursue compensation exceeding the amount of contractual penalties stipulated in these Terms and Conditions.
3. The Ordering Party shall be obliged to inform Ambro Express of any change to correspondence details within 3 days of such change, under pain of acknowledging that a declaration sent to the previously valid details has been effectively delivered.
4. These Terms and Conditions shall enter into force on 25 May 2026.

§16
Personal Data Protection

1. Ambro Express shall be responsible for securing the Customer's personal data in accordance with the requirements of the Act of 10 May 2018 on the Protection of Personal Data (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. The controller of personal data of natural persons using transport services in accordance with these Terms and Conditions is AMBRO EXPRESS Sp. z o.o. Sp. k., with its registered office in Przykona, Przemysłowa Street 18, 62-731 Przykona, KRS: 0000635536, hereinafter referred to as the "Controller". The Controller conducts personal data processing operations.
3. In all matters related to the processing of personal data by the Controller, contact should be made via the contact e-mail address indicated on the Ambro Express website.

4. The Controller applies measures necessary to protect processed personal data, in particular ensuring appropriate technical and organizational measures guaranteeing the security of the disclosed personal data, in particular preventing access thereto by third parties or processing in violation of applicable law, as well as preventing loss of data, their damage or destruction.
5. Personal data are processed for the following purposes:
   a) performance of the service/order, i.e. on the basis of Article 6(1)(b) GDPR, pursuant to which processing is necessary for the performance of a contract to which the data subject is a party, or in order to take steps at the request of the data subject prior to entering into a contract. Personal data shall be processed for the duration of the order/service performance and for the time necessary after its completion;
   b) customer satisfaction surveys conducted as part of the process of monitoring and maintaining the high quality of Ambro Express services, to which the Customer gives consent each time by using the service;
   c) performance of the complaint process pursuant to Article 6(1)(c) GDPR, according to which processing is necessary to comply with a legal obligation incumbent on the Controller. Personal data shall be processed for the period of fulfilling the legal obligation and any further period of using services offered by the Controller;
   d) pursuit of our claims pursuant to Article 6(1)(f) GDPR, i.e. the legitimate interest of the Controller consisting in pursuing our claims and defending our rights, as well as Article 9(2)(f) GDPR, i.e. processing is necessary for the establishment, exercise or defence of legal claims. Personal data shall be processed for the duration of the pursuit of claims;
   e) fulfilment of tax obligations pursuant to Article 6(1)(c) GDPR (processing is necessary for compliance with a legal obligation incumbent on the Controller) in conjunction with Article 74(2) of the Accounting Act. Personal data shall be processed for the period necessary to fulfil the tax obligation. All data processed for accounting and tax purposes are processed for 5 years counted from the end of the calendar year in which the tax obligation arose;
   f) where consent is obtained – for marketing purposes pursuant to Article 6(1)(a) GDPR (the data subject has given consent to the processing of their personal data for one or more specified purposes). Data shall be processed for the duration of the marketing campaign.
6. Persons providing their personal data shall have the right to request from the Controller:
   a) access to their personal data,
   b) rectification of their personal data,
   c) erasure of their personal data (a request for erasure will result in immediate deletion of personal data from our database),
   d) restriction of processing of personal data,
   e) lodging a complaint with a supervisory authority,
   f) data portability,
   g) withdrawal of consent to the processing of personal data at any time. Withdrawal of consent shall not affect the lawfulness of processing carried out on the basis of consent before its withdrawal; however, it shall prevent us from providing services,
   h) objection to the processing of personal data – where 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 processing is necessary for the purposes of the legitimate interests pursued by the Controller or by a third party, including profiling. The Controller shall no longer process such personal data unless it demonstrates 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 legal claims.
7. The Controller may transfer personal data to a third country, i.e. the United Kingdom, with respect to which the European Commission has issued a decision stating an adequate level of data protection.
8. In order to exercise the above rights, contact the Controller electronically at the e-mail address indicated on the Ambro Express website.
9. The disclosed personal data may be transferred only to:
   a) appropriate state authorities at their request and on the basis of applicable legal provisions,
   b) cooperating entities to the extent and for the purpose necessary to perform the service. The

Controller shall be responsible for the effects of actions of third parties (in particular drivers, couriers, installers) with whom it cooperates and to whom it entrusts performance of the agreement in whole or in part.

10. Personal data provided to AMBRO EXPRESS shall not be subject to automated decision-making, including profiling.
11. Provision of personal data is voluntary; however, failure to provide such data will make performance of the service impossible.