



Regulations on the Provision of Transport Services by HRX Poland Sp. z o. o.

Updated on November 1, 2024

§ 1.

By ordering the services of HRX Poland Sp. z o. o., the "Client" agrees, on his/her own behalf or on behalf of any other person sending the Shipment ("Shipper") receiving the Shipment ("Recipient") and any other person who has the right to the Shipment, to be bound by these Terms.

§2.

1. The transport services provided by HRX consist solely of the collection and delivery of shipments.
2. HRX reserves the right to refuse to perform the service, resulting from HRX Poland limitations, transfer of a poorly packed shipment or one containing goods excluded from transport by HRX Poland Sp. z o.o., force majeure, objective bad opinion of the Market about the Client and/or bad payment history of the Client, summons of State authorities to cease providing the service to the Client, and/or other resulting from local law, CMR convention or other regulations to which the said transport and/or the parties are subject.
3. Transport services are provided by HRX based on the provisions of the International CMR Convention.
4. HRX may entrust the performance of activities ordered by the Client to third parties.
5. The term "shipment" means one or more packages and/or pallets sent at the same time from one place to one recipient specified by indicating the address and name of the recipient, on the basis of one waybill.
6. The term "parcel" or "pallet" means an item or items placed in a single, compact and secured package, constituting one element of the shipment.

§3.

1. The proof of conclusion of the service agreement is a consignment note (CMR) with a label, which does not require the signatures of the Sender and HRX, placed on the Shipment, prepared in accordance with the standards used by HRX, in the HRX system for preparing orders by customers (<https://hrxportal.eu/customer/>).
2. Waybill to contain should :
 - identification of the Sender by indicating its full name, registered office address and contact telephone number;
 - designation of the recipient of the shipment by providing their full name, registered office address, and contact number;
 - designation of the goods to be transported (type, quantity, weight, dimensions, etc.)
 - place of receipt of the shipment by HRX from the Sender;
 - place of delivery of the shipment along with a contact telephone number ;
3. When creating a transport order in the HRX system (<https://hrxportal.eu/customer/>), the Client or the Sender confirms the compliance of the declared data with the actual state of affairs, as well as knowledge of these Regulations, the Detailed Terms of Service and price lists, which become binding on them at the moment of creating the waybill in the HRX system (<https://hrxportal.eu/customer/>).

§4.

1. HRX Poland Sp. z o. o. and none of the HRX Group companies deliver parcels
 - a) to post office boxes or
 - b) to the address indicated only by means of a postal code or
 - c) incomplete address without building number.
2. Shipments are delivered to the Recipient's address provided by the Sender, without limiting it to a specific person by name and surname. Shipments addressed generally to the place of delivery will be delivered to such place.
3. HRX may use electronic devices to confirm delivery of shipments.

3. The Principal and the Sender acting on his behalf (who is not the Principal) accept the confirmation of delivery consisting of
 - the Recipient signs the document on an electronic device, which saves the image of the signature and then presents it as a scan on the CMR document, or
 - individual written confirmation of the service provided or
 - a summary report that is a collective confirmation of the service provided as an integral part of the invoice, or a separate delivery specification

The above is sufficient proof of delivery of the shipment to the Client, as well as to the Sender acting on his behalf (who is not the Client).

§5.

As long as the shipment is in HRX's possession or as long as HRX can dispose of it using documents, HRX is entitled to a lien on it in order to secure HRX's receivables, in particular the remuneration due to HRX and other costs, fees, expenses incurred in connection with the performance of the service as well as any other receivables resulting from other services provided by HRX to the Client.

§6.

1. The sender is obliged to deliver the HRX shipment in a condition that allows it to be properly transported.
2. Shipments that, due to their properties or content, require packaging, the Sender is obliged to return in packaging that meets HRX requirements. The packaging should, among other things:
 - a) be closed and secured, such as stretch film, adhesive tape, binding tape, corners, bulk carton, wax seals, etc.;
 - b) be of adequate strength;
 - c) prevent access to the content without leaving visible traces;
 - d) be described, when required by the properties or contents of the package, by means of markings, e.g.: "Caution! Glass", "Top/Bottom", "Do not tip over", have clear markings regarding hazardous and flammable substances, along with a precise indication of their groups, etc.;
 - e) without any safeguards that could damage these and other transported shipments
3. The packaging and security of the shipment are included in its weight and volume.
4. If the Client or the Sender delivers to HRX an unpacked or improperly packed shipment, HRX will be entitled to pack and/or repack the shipment in an appropriate manner, at the Client's expense.

§7.

1. The Client or the Sender acting on his behalf guarantees that the content of each shipment is correctly declared and described in the waybill.
2. The Client or the Sender acting on its behalf undertakes to issue to HRX all documents, correctly completed, presenting the factual circumstances required by the relevant regulations for the transport of the shipment.

§8.

1. The fee for the service and other activities related to its performance is determined according to the current current HRX price lists or by individual valuation. The Ordering Party or the Sender, by submitting a shipment for transport without a previously agreed price, agree to be charged based on the standard HRX Poland price list.
2. In the event of the Recipient refusing to accept the shipment, it is considered that the agreed rate for transport has been used, in such a case HRX Poland will store the undelivered shipment for two working days, waiting for instructions regarding further actions. In the absence of instructions, the shipment will be returned to the address from which it was received. The costs of return and intermediate operations are charged to the Ordering Party.
2. Unless otherwise agreed, the following fees are added to transport services as separate items on the invoice:
 - a) fuel and road,
 - b) currency

- according to the information about their current level published on the website hrx.pl
3. All other fees resulting from changes in the delivery address, delays in delivery, redirection of the shipment to another location, returns, warehousing operations, customs duties not previously agreed upon, fees for depositing, fees for transport at controlled temperatures, ADR transport, manual entry of orders, return of signed documents and other fees requiring additional actions are borne by the Client.
 3. If the Principal transfers the obligation to pay the transport service fee to the recipient of the goods, the Principal undertakes to settle all related fees in the event of the recipient's refusal to pay.
 4. Each Client has the right to request information on the current price list or valuation of the transport service.

§9.

In the case of the carriage of Shipments, HRX's liability is or will be deemed to be limited by the Convention on the Contract for the International Carriage of Goods by Road (CMR).

§10.

1. The service will be deemed not to have been performed if:
 - a) the shipment is lost due to reasons attributable to HRX during the provision of the service;
 - b) the shipment is not delivered to the sender within 20 days of the scheduled date of service provision.
2. HRX will use its best efforts to deliver each Shipment in accordance with HRX's regular delivery schedules, which are not binding and do not form part of the contract. HRX will not be liable for any damages or losses caused by delay, however, in the case of certain Shipments, the Sender may be entitled to claim limited compensation for delay.

§11.

A claim for improper performance of a service expires as a result of accepting the shipment without reservations. However, this does not apply to claims for invisible losses or damage to the shipment reported by the Recipient to HRX no later than 7 days from accepting the shipment.

§12.

1. All complaints from customers from Poland related to the performance of the transport service are accepted by the HRX branch in Warsaw. Complaints submitted by customers from Lithuania, Latvia, Estonia, Sweden, Finland, Denmark should be submitted to the appropriate HRX branches.
2. The entities authorized to submit complaints are:
 - a) Sender;
 - b) The recipient in the event that he is the payer of the service.
3. All complaints regarding identified loss or damage, as well as those related to delays in delivery of the shipment, must be submitted in writing within 7 (seven) days from the date of receipt of the shipment, and in the case of non-performance of the service, from the day referred to in § 10 point 2.
4. Within 14 days from the date of receipt of the shipment, the Claimant is obliged to provide all documents necessary to consider his complaint.
5. The right to pursue claims arising from a complaint is suspended until the Client settles all dues, fees, costs and other expenses incurred by HRX in accordance with the conditions referred to in the point above.
6. Complaints submitted after the deadline, inaccurate or incomplete complaints, complaints supplemented after the deadline or complaints submitted by an unauthorised person shall be treated as not having been submitted.
7. The complaint should include:
 - a) the name or first name, last name and address of the Claimant;
 - b) title of the complaint;

- c) the amount of the claim and documents justifying the pursuit of the claim in the reported amount;
 - d) a copy of the waybill;
 - e) evidence of payment of all fees and charges due to HRX;
 - f) list of attached documents;
 - g) signature of the Claimant;
 - h) a document proving authorisation in the event of a complaint being submitted by a proxy Advertiser.
8. After considering the complaint, HRX shall notify the Claimant in writing, within 30 days of receiving the full complaint documentation, of the acceptance, partial acceptance or dismissal of the complaint. In each of the above cases, the notification shall include:
- a) a description of the manner in which the complaint will be settled, including the possible amount of compensation and the deadline and manner of submitting it;
 - b) justification for the manner of handling the complaint in the event that all or part of the Complainant's claims are rejected.
9. The Client is not entitled to offset the claim amounts against current, past or future liabilities to HRX.

§13.

1. Net prices in € converted according to the average NBP exchange rate applicable on the day preceding delivery.
2. The payment deadline is 7 days from the date of invoice issuance. The deadline may change in the event of other individual arrangements with the Client.
3. In the event of non-payment on time, HRX reserves the right to change the offer and charge statutory interest. Any debt collection costs will be added to the customer's account.

§14.

1. HRX has the right to refuse to provide the service in the event of:
 - a) impossibility of its execution due to force majeure or natural disaster;
 - b) when the Client has not provided HRX with the documents referred to in § 7 point 2 despite the fact that the legal provisions applicable to forwarding and transport services required the provision of such documents;
 - c) when there is reasonable suspicion that the declaration of content and/or weight does not correspond to the actual state of affairs;
 - d) improper securing of the shipment by the Sender

§15.

1. HRX may refuse to accept transport services or may withdraw from performing the service after concluding the contract if the Client or the Sender breaches these Regulations.
2. In matters not regulated by these regulations, the provisions of the Civil Code and the International CMR Convention shall apply.

§16.

1. HRX is responsible for the carriers it uses to perform the ordered services.
2. These Regulations are located at the HRX headquarters in Warsaw (ul. Annopol 4a, building B, 02-236 Warsaw)
3. The Customer and the Sender are obliged to read the Regulations before handing over the shipment to HRX Poland.