

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

Updated: February 1, 2026

§ 1. By ordering services from HRX Poland Sp. z o.o., the "Contractor" agrees, on their own behalf or on behalf of any other person sending the shipment ("Sender"), receiving the shipment ("Recipient"), and any other person who has a right to the shipment, to be bound by these Terms. The following are an integral part: price lists, tables of additional fees published by HRX, and technical parameters.

§ 2.

1. Transport services provided by HRX consist exclusively of collecting and delivering shipments.
2. HRX has the right to refuse to perform the service in cases specified in these Regulations, in particular for operational, legal, safety reasons, or the payment reliability of the Contractor.
3. Transport services are provided by HRX on the basis of: a) The International CMR Convention. b) NSAB for Nordic countries. c) Transport Law. d) Civil Code.
4. HRX may entrust the performance of activities commissioned by the Contractor 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 address and name, based on one waybill.
6. The term "package" or "pallet" means an item or items placed in a single, compact, and secured package, constituting one element of the shipment.

§ 3.

1. The parties declare that within their business activities, they comply with the applicable regulations regarding sanctions, in particular sanctions established by the European Union, the United Nations, and Polish law.
2. The Contractor declares and guarantees that: a) they are not an entity subject to sanctions nor controlled directly or indirectly by an entity subject to sanctions; b) the performance of services based on these Regulations does not lead to a violation or circumvention of applicable sanction regulations; c) the goods handed over for transport are not subject to prohibitions or restrictions resulting from sanction regulations.
3. HRX has the right to refuse to perform the service, suspend its implementation, or interrupt its performance if the performance of the service could lead to a violation of sanction regulations or if there is a justified suspicion of such a violation.
4. The use of the rights referred to in paragraph 3 by HRX does not constitute non-performance or improper performance of the contract and does not give rise to liability for damages on the part of HRX.
5. In the event of a breach by the Contractor of the declarations or obligations referred to in this paragraph, HRX has the right to terminate the contract with immediate effect, without a notice period.

6. The Contractor undertakes to immediately inform HRX of any change in their legal or factual situation that could affect the compliance of service implementation with sanction regulations.

§ 4. Evidence of the conclusion of the contract for the provision of services is the waybill (CMR) along with the label, which does not require signatures of the Sender or HRX, placed on the Shipment, prepared in accordance with the standards used by HRX in the HRX system for placing orders by customers (<https://hrxportal.eu/customer/>). The waybill should contain:

- identification of the Sender (full name, seat address, contact telephone number);
- identification of the shipment Recipient (full name, seat address, contact number);
- identification of items intended for transport (type, quantity, weight, dimensions, etc.);
- identification of special requirements and provision of necessary documents for the transport of dangerous goods (ADR), such as: official name of the substance, UN number, transport classification, packaging classification;
- transport in controlled temperature;
- preferred delivery and/or unloading hours;
- place of collection of the shipment by HRX from the Sender;
- place of delivery of the shipment along with a contact telephone number. By creating a transport order in the HRX system, the Contractor or Sender confirms the compliance of the declared data with the facts, as well as knowledge of these Regulations, Detailed Terms of Service, and price lists, which become binding upon the creation of the waybill in the HRX system. Each shipment must be marked with a transport label generated in the HRX system. The use of a label other than the system label requires prior consent from HRX. HRX may refuse to accept a shipment without a correct system label or charge the Contractor with the costs of re-labeling. The Contractor bears full responsibility for the correctness and completeness of transport documents. Any costs resulting from erroneous, incomplete, or inconsistent data (delays, standstills, returns) shall be borne by the Contractor. HRX has the right to charge additional fees for data correction.

§ 5. HRX has the right to verify the weight, dimensions, and method of packaging at any stage. In the event of discrepancies, HRX has the right to unilaterally correct the billing weight, volume, or loading meters. The corrected parameters form the basis for recalculating the amount due. Verification can be done using measuring devices, dimensional scanners, or manual measurements.

§ 6. HRX Poland Sp. z o.o. and no company in the HRX Group delivers shipments to:

- PO boxes;
- an address indicated only by a zip code;
- an incomplete address without a building number. Shipments are delivered to the Recipient's address provided by the Sender, without being restricted to a specific person by name. Shipments addressed generally to a place of delivery will be

delivered to such a place. HRX may use electronic devices to confirm deliveries. The Contractor and Sender accept a confirmation of delivery consisting of:

- a signature on an electronic device;
- an individual written confirmation;
- a collective report (as part of the invoice or separate specification). The above is sufficient proof of delivery. IT system records (logs, scans, measurement data) constitute evidence of operational activities unless proven otherwise.

§ 7.

1. As long as the shipment is in HRX's possession or HRX can dispose of it using documents, HRX is entitled to a right of lien on it to secure HRX's receivables, in particular remuneration and other costs.
2. HRX reserves the right to sell goods in its possession if relevant fees remain unpaid.

§ 8. The Sender is obliged to hand over the shipment in a state that enables its proper transport. Shipments requiring packaging must be provided in packaging that meets HRX requirements. The packaging should, among other things:

- be closed and secured (stretch film, tape, corners, etc.);
- be appropriately durable;
- prevent access to the contents without leaving visible traces;
- be described when required (e.g., "Fragile", "Top/Bottom", ADR markings);
- be free of protections that could damage other shipments. Packaging and protection are included in the mass and volume. If the shipment is not packaged or is packaged incorrectly, HRX is entitled to pack/repack it at the Contractor's expense. HRX is not responsible for damage resulting from improper packaging.

§ 9. The maximum height of a single package or pallet unit (colli or pallet) may not exceed 225 cm, unless HRX gives prior written consent. Minimum dimensions are 10 cm x 15 cm x 2 cm. Shipments not meeting these requirements may be rejected or accepted conditionally with additional fees.

§ 10. The Contractor or Sender guarantees that the contents of each shipment are correctly declared. HRX does not transport:

- Cash, jewelry, works of art, or financial instruments;
- Weapons or ammunition;
- Perishable food products;
- Tobacco, alcohol, narcotics, or drugs;
- Cash on Delivery (COD) shipments;
- Shipments for which a private individual is the payer.

§ 11. The basic price covers standard collection, transport, and delivery, as well as the carrier's liability under the CMR Convention. Activities exceeding the standard scope (terminal activities, special handling, administration) are subject to additional fees. If no price was previously set, the Contractor agrees to be charged based on HRX's standard price list. In case of refusal of receipt by the Recipient, the agreed rate is considered used; HRX

will store the shipment for two business days waiting for instructions, after which it will be returned at the Contractor's expense. Unless agreed otherwise, fuel/road and currency surcharges are added as separate items. Any other fees (address changes, delays, storage, customs fees, manual entry) also burden the Contractor. If a third party is indicated as the payer, the Contractor remains jointly and severally liable for payment. HRX has the right to change rates in case of changes in law, taxes, or public fees.

§ 12. The Contractor or Sender bears sole responsibility for the payment of all taxes, customs duties, excise duties, road fees, and other public law receivables. This responsibility applies regardless of accidental events (loss, theft). HRX may charge the Contractor for any costs incurred in this respect.

§ 13.

1. For shipment transport, HRX's liability is or will be considered limited by the CMR Convention.
2. For services based on individual valuation, the parties may agree on the Contractor's own contribution to the damage.
3. Additional CARGO insurance is possible after prior agreement and setting the premium rate.

§ 14. The service will be considered unperformed if:

- the shipment is lost due to reasons on HRX's part during the service;
- the shipment is not delivered to the sender (sic! - likely recipient) within 20 days after the scheduled date. Delivery dates are estimated and do not constitute a guaranteed delivery time. HRX's liability for delay is limited to the agreed transport price of the shipment.

§ 15. A claim for improper performance of service expires upon acceptance of the shipment without reservations. This does not apply to claims for invisible loss or damage reported within 7 days of receipt.

§ 16.

1. All complaints from clients in Poland are accepted by the HRX branch in Warsaw.
2. Authorized parties to report a complaint are the Sender or the Recipient (if they are the payer).
3. Complaints must be reported in writing within 7 days of receipt.
4. The claimant must provide all necessary documents within 14 days of receipt.
5. The right to pursue claims is suspended until the Contractor settles all outstanding payments to HRX.
6. Complaints submitted after the deadline or by an unauthorized person are treated as not submitted.
7. A complaint should contain: name, title, claim amount, copy of the waybill, proof of payment of HRX fees, etc..
8. HRX notifies the claimant of its decision within 30 days of receiving full documentation.

9. The Contractor does not have the right to set off claim amounts from obligations towards HRX.

§ 17. Net prices in € are converted according to the NBP average rate from the day preceding delivery. The payment term is 7 days from the invoice date. In case of lack of payment, HRX reserves the right to charge statutory interest and debt collection costs.

§ 18. HRX may refuse or withdraw from the service in case of:

- force majeure, natural disasters, strikes, cyber incidents, infrastructure failures;
- failure to provide required documents;
- suspicion of incorrect weight/content declaration;
- improper protection of the shipment;
- violation of these Regulations. HRX has the right to open and inspect the shipment if violation of law or safety rules is suspected.

§ 19. HRX processes personal data in accordance with GDPR (RODO) for the purpose of contract execution. Data may be shared with subcontractors and IT providers. The Contractor declares they are authorized to provide data to HRX and fulfill information obligations towards the data subjects.

§ 20. HRX is responsible for the carriers it uses. These Regulations are available at the HRX seat in Warsaw.

§ 21. Table of additional fees:

https://www.hrx.pl/uploads/sites/16/2026/02/tabelaoplat_2026_b.pdf. In matters not regulated, the Civil Code and CMR Convention apply.