



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

Update 01.03.2026r.

§ 1.

1. By ordering services from HRX Poland Sp. z o.o., the "Client" agrees, on his/her own behalf or on behalf of any other person sending the Shipment ("Sender"), receiving the Shipment ("Recipient"), and any other person entitled to the Shipment, to be bound by these Terms and Conditions.
2. Price lists, tables of additional fees published by HRX, and technical parameters constitute an integral part of these Terms and Conditions.

§ 2.

1. Transport services provided by HRX consist exclusively of the collection and delivery of shipments.
2. HRX has the right to refuse to perform the service in the cases specified in these Terms and Conditions, in particular for operational, legal, security, or payment reliability reasons of the Client.
3. Transport services are provided by HRX pursuant to the provisions 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 assigned by the Client to third parties.
5. The term "shipment" means one or more parcels and/or pallets shipped simultaneously from one location to one recipient, specified by the address and name of the recipient, based on a single consignment note.
6. The term "parcel" or "pallet" means an item or items placed in a single, compact and secure package, constituting one element of the shipment.

§ 3.

1. The Parties declare that, within the scope of their business activities, they comply with applicable regulations regarding sanctions, in particular those established by the European Union, the United Nations, and Polish law.
2. The Client represents and warrants that:
 - a) it is not a sanctioned entity and is not directly or indirectly controlled by a sanctioned entity,
 - b) the provision of services under these Regulations does not violate or circumvent applicable sanction regulations,
 - c) the goods transferred for transport are not subject to prohibitions or restrictions arising from sanction regulations.
3. HRX has the right to refuse, suspend, or interrupt the provision of a service if the provision of the service could lead to a violation of sanction regulations or if there is a reasonable suspicion of such a violation.
4. HRX's exercise of the rights referred to in paragraph 3 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 Client of the representations or obligations referred to in this paragraph, HRX has the right to terminate the contract with immediate effect, without notice.
6. The Client undertakes to immediately inform HRX of any change in its legal or factual situation that could affect the compliance of the services with sanction regulations.

§ 4.

1. 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, affixed to the Shipment, prepared in accordance with the standards used by HRX in the HRX customer ordering system (<https://hrxportal.eu/customer/>).

2. The consignment note should include:
 - a. identification of the Sender by indicating their full name, registered office address, and contact telephone number;
 - b. identification of the consignee by indicating their full name, registered office address, and contact telephone number;
 - c. identification of the goods to be transported (type, quantity, weight, dimensions, etc.);
 - d. identification of special requirements and the provision of necessary documents for the transport of dangerous goods (ADR), such as: official name of the substance, UN number, transport classification, packaging classification;
 - e. temperature-controlled transport;
 - f. preferred delivery and/or unloading times;
 - g. location where HRX will pick up the shipment from the Sender;
 - h. location where the shipment will be delivered, along with the contact telephone number;
3. By creating a transport order in the HRX system (<https://hrxportal.eu/customer/>), the Client or Sender confirms that the declared data is accurate, as well as that they are familiar with these Regulations, the Detailed Terms of Service, and the price lists, which become binding upon them upon creation of the waybill in the HRX system (<https://hrxportal.eu/customer/>).
4. Each shipment must be marked with a transport label generated in the HRX system.
5. The use of a label other than the system label requires prior consent from HRX.
6. HRX may refuse to accept a shipment without the correct system label or charge the Client for the costs of re-labeling in accordance with the Table of Additional Fees.
7. The Client is fully responsible for the accuracy, completeness, and accuracy of the transport documents and data reported in the HRX system.
8. Any costs resulting from incorrect, incomplete, or inconsistent data, including delays, downtime, document corrections, clearance, returns, or additional operational activities, are the responsibility of the Client.
9. HRX has the right to charge additional fees for data corrections in accordance with the Table of Additional Fees.
10. In the event of delays resulting from missing or incorrect documentation on the part of the Client or the Sender, HRX has the right to charge all resulting operational costs.
11. The Client is fully responsible for compliance of the transport performed with applicable laws, in particular with regard to reporting and regulatory obligations (including freight monitoring systems, e.g., SENT), the transport of dangerous goods (ADR), regulations on international transport and cabotage, customs regulations (export, import, transit), permissible transport parameters (including weight and loading), and the transport of goods subject to specific regulations or sanctions.
12. In the event of a breach of the above obligations, resulting from the data, documents, or nature of the order provided by the Client or the Shipper, the Client is obligated to cover all resulting costs and consequences, including, in particular, administrative penalties, fines, fees, vehicle detention costs, downtime, delays, reloading, and other operating costs incurred by HRX, its subcontractors, or drivers.

§ 5.

1. HRX has the right to verify the weight, dimensions, and packaging of the shipment at any stage of the service.
2. If discrepancies are found between the declared data and the actual data, HRX has the right to unilaterally correct the billing weight, volumetric weight, or load meter.
3. The corrected parameters constitute the basis for recalculating the amount due in accordance with the applicable price list and the Table of Additional Fees.
4. Verification may be performed using measuring devices, dimensional scanners, or manual measurements.

§ 6.

1. HRX Poland Sp. z o.o. and any of the HRX Group companies do not deliver shipments
 - a. to PO boxes, or
 - b. to an address indicated only by a zip code, or

- c. to an incomplete address without a building number.
2. Shipments are delivered to the Recipient's address provided by the Sender, without being limited to a specific name and surname. Shipments addressed generally to the delivery location will be delivered to such a location.
3. HRX may use electronic devices to confirm delivery of shipments.
4. The Client and the Sender acting on their behalf (who is not the Client) accept confirmation of delivery consisting of:
 - a. the Recipient's signature on an electronic device, which will save the image of this signature and then present it as a scan on the CMR document, or
 - b. individual written confirmation of the service provided, or
 - c. a summary report constituting a collective confirmation of the service provided as an integral part of the invoice, or a separate delivery note.
 - d. The above constitutes sufficient proof of delivery of the shipment to the Client, as well as to the Sender acting on their behalf (who is not the Client).
5. HRX IT system records, including event logs, scans, measurement data, mobile device records, and delivery confirmation systems, constitute proof of the performance of operational activities, unless proven otherwise.

§ 7.

1. As long as the shipment is in HRX's possession or as long as HRX can dispose of it through documents, HRX has a lien on it to secure HRX's receivables, in particular the remuneration due to HRX and other costs, fees, and expenses incurred in connection with the performance of the service, as well as any other receivables arising from other services provided by HRX to the Client.
2. HRX reserves the right to sell the goods in its possession if the relevant fees remain unpaid.

§ 8.

1. The Sender is obligated to deliver the shipment to HRX in a condition that allows for proper transport.
2. Shipments that, due to their properties or content, require packaging, must be delivered in packaging that meets HRX's requirements. The packaging should, among other things:
 - a) be closed and secured, such as stretch film, adhesive tape, binding tape, corners, a collective box, wax seals, etc.;
 - b) be adequately durable;
 - c) prevent access to the contents without leaving visible traces;
 - d) be described, where required by the properties or contents of the package, by marking, e.g., "Caution! Glass," "Top/Bottom," "Do not tip over," and have clear markings regarding hazardous and flammable substances, along with a precise indication of their groups, etc.;
 - e) be devoid of any security measures 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 Sender delivers an unpackaged or improperly packaged shipment to HRX, HRX will be entitled to pack and/or repack the shipment appropriately, at the Client's expense.
5. HRX is not liable for delays, damage, shortages, or loss of the shipment resulting from improper packaging, securing, marking, or declaration of shipment parameters by the Sender or Client, unless otherwise prohibited by mandatory provisions of law.

§ 9.

1. The maximum height of a single package or pallet unit (colli or pallet) may not exceed 225 cm, unless HRX has previously agreed in writing to accept a shipment of greater height.
2. The minimum dimensions of a single package or shipment element may not be less than 10 cm × 15 cm × 2 cm.
3. Shipments that do not meet the above requirements may be rejected for transport or conditionally accepted under special rules, with additional fees charged in accordance with the Table of Additional Fees.

§ 10.

1. The Client or the Sender acting on their behalf guarantees that the contents of each shipment are correctly declared and described in the waybill.
2. HRX does not transport:
 - a) Cash, jewelry, works of art, or any financial instruments or derivatives, such as stamps.
 - b) Weapons or ammunition,
 - c) Perishable food products,
 - d) Tobacco, alcohol, narcotics, or drugs,
 - e) Cash on Delivery (COD) shipments,
 - f) Shipments paid by a private individual.
3. The Client or the Sender acting on their behalf undertakes to provide HRX with all properly completed documents, reflecting the facts required by applicable regulations for the transport of the shipment.

§ 11.

1. The basic transport price includes standard pickup, transportation, and delivery to the specified address, as well as the carrier's liability under the CMR Convention, unless the parties have expressly agreed otherwise.
2. Activities beyond the standard scope of the service, in particular terminal activities, additional transshipment operations, special operational requirements, handling non-standard shipment parameters, and administrative activities, are subject to additional fees in accordance with the Table of Additional Fees.
3. The fee for the service and other activities related to its performance is determined according to the currently applicable HRX price lists or through an individual quote. By submitting a shipment for transport without a previously agreed price, the Customer or Sender agree to be charged based on the standard HRX Poland price list.
4. If the Recipient refuses to accept the shipment, the agreed-upon transport rate is deemed to have been used. In such a case, HRX Poland will store the undelivered shipment for two business days, awaiting instructions regarding further action. If no instructions are provided, the shipment will be returned to the address from which it was received. The costs of return and intermediate operations are borne by the Client.
5. Unless otherwise agreed, the following fees are added to the transport services as separate items on the invoice:
 - a. fuel and road fees,
 - b. currency fees,according to the current information published on the www.hrx.pl website.
6. All other fees resulting from changes to the delivery address, delays in delivery, redirection of the shipment to another location, returns, warehousing operations, official fees, customs fees not previously agreed upon, filing fees, fees for temperature-controlled transport, ADR transport, manual order entry, return of signed documents, and other charges requiring additional action are borne by the Client.
7. If an entity other than the Client or the entity placing the transport order is indicated as the payer, the Client and the entity placing the order are jointly and severally liable for payment of all amounts due to HRX.
8. In the event of non-payment by the indicated payer, HRX has the right to pursue the receivables at its discretion from the Client or the entity placing the order, without the need to first pursue payment from the indicated payer.
9. Each Client has the right to request information on the current price list or pricing for the transport service.
10. HRX has the right to appropriately change rates and surcharges in the event of changes in legal regulations, road tolls, environmental fees, taxes, regulatory fees, border fees, or other public costs affecting the cost of the service.

§ 12.

1. The Client or the Shipper is solely responsible for the payment of all taxes, customs duties, excise duties, road tolls, administrative fees, and other public charges related to the transport of the shipment.
2. This liability applies regardless of fortuitous events, including loss, damage, or theft of the shipment, unless mandatory provisions of law provide otherwise.
3. HRX has the right to charge the Client for all costs incurred in this respect.

§ 13.

1. In the case of the transport of Shipments, HRX's liability is or will be deemed limited by the Convention on the Contract for the International Carriage of Goods by Road (CMR).
2. In the case of services performed according to an individual quote, the parties may agree on the Client's excess for damage, as indicated in the offer or order confirmation.
3. Additional CARGO insurance is possible after prior agreement and establishment of the insurance rate.

§ 14.

1. The service will be deemed not to have been performed if:
 - a. the shipment is lost for reasons attributable to HRX during the service;
 - b. the shipment is not delivered to the sender within 20 days of the scheduled service completion date.
2. Delivery dates are scheduled and do not constitute a guaranteed delivery date, unless the parties have expressly agreed otherwise in writing.
3. HRX's liability for delays in delivery, if any, is limited to the agreed transportation price for the shipment.
4. This limitation applies subject to mandatory provisions of law and the CMR Convention.

§ 15.

A claim for improper performance of the service expires upon acceptance of the shipment without reservation. 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 after acceptance of the shipment.

§ 16.

1. All complaints from Polish customers 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, and Denmark should be submitted to the appropriate HRX branches.
2. The entities authorized to file complaints are:
 - a) the Sender;
 - b) the Recipient, if they are the payer for the service.
3. All complaints regarding identified loss or damage, as well as those related to delays in delivery, must be submitted in writing within 7 (seven) days of receipt of the shipment, and in the event of non-performance of the service, from the date referred to in § 14, point 2.
4. Within 14 days of receipt of the shipment, the Claimant must provide all documents necessary to process their 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 section above.
6. Complaints submitted after the deadline, inaccurate or incomplete complaints, complaints completed after the deadline, or complaints filed by an unauthorized person are treated as not filed.
7. A complaint should include:

- a) the name or first and last name and address of the Complainant;
 - b) the subject 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 bill of lading;
 - e) proof of payment of all fees and charges to HRX;
 - f) a list of attached documents;
 - g) the Complainant's signature;
 - h) a document demonstrating authorization in the event of a complaint being filed by the Complainant's representative.
8. After reviewing the complaint, HRX will notify the Claimant in writing, within 30 days of receiving the full complaint documentation, of its acceptance, partial acceptance, or rejection. In each of the above cases, the notification will include:
- a) a description of the complaint resolution method, including the potential compensation amount and the deadline and method for submitting it;
 - b) a justification for the complaint resolution method if the Claimant's claims are rejected in part or in full.
9. The Client is not entitled to offset the claimed amounts against current, past, or future liabilities to HRX.

§ 17.

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

§ 18.

1. HRX may refuse to accept a shipment for transport or may withdraw from the service after the contract has been concluded in the event of:
 - a. impossibility of performance due to force majeure, natural disaster, war, riots, strikes, border blockades, government decisions, IT system failures, cyber incidents, interruptions in the availability of operating systems or transport infrastructure;
 - b. when the Client has failed to provide HRX with the documents required under these Regulations or legal provisions;
 - c. when there is a 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;
 - e. the Client or the Sender violates these Regulations.
2. HRX has the right to inspect the shipment, including opening it, in the event of a justified suspicion of a violation of the law, these Regulations, transport safety rules or discrepancies between the declaration and the actual content of the shipment.

§ 19.

1. HRX processes personal data provided in connection with the order and performance of transport services in accordance with applicable law, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR).
2. Personal data are processed for the purposes of concluding and performing the transport contract, processing orders, deliveries, settlements, complaints, pursuing claims, and fulfilling HRX's legal obligations.
3. The scope of data processed may include, in particular, data of the Sender, Recipient, contact persons, and persons confirming receipt of the shipment, including electronic signatures and data stored in delivery confirmation systems.

4. Data may be shared with HRX subcontractors, carriers, terminal operators, IT system providers, and other entities involved in the provision of the service—only to the extent necessary to perform the service.
5. The Client declares that it is authorized to provide HRX with personal data contained in the order and transport documents and undertakes to fulfill the information obligations towards data subjects arising from personal data protection regulations.
6. HRX ensures the use of appropriate technical and organizational measures to protect data against unauthorized access, loss, or unauthorized modification.
7. Detailed information regarding the processing of personal data is available in the HRX Privacy Policy.

§ 20.

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 H, 02-236 Warsaw).
3. The Client and the Sender are required to familiarize themselves with these Regulations before handing over the shipment to HRX Poland.

§ 21.

Table of additional fees:

https://www.hrx.pl/uploads/sites/16/2026/02/tabelaoplat_2026_b.pdf

In matters not regulated by these regulations, the provisions of the Civil Code and the International CMR Convention shall apply.