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General Terms and Conditions for Freight Forwarding Services

1. General provisions.

- 1.1. These General Terms and Conditions for Freight Forwarding Services [hereinafter: "**GTC**"] shall regulate the sale of services of freight forwarding by Speed S.A. [hereinafter: "**Speed**"].
- 1.2. Freight forwarding services involve sending or receiving shipments or providing other services related to their transport.
- 1.3. The GTC constitute an integral part of contracts, offers, orders and order confirmations and to that extent shall be binding on Speed and its Client [hereinafter: "**Client**"], unless both contracting parties decide otherwise.
- 1.4. The GTC shall apply to all contracts concluded between Speed and the Client and to all factual and legal actions undertaken by Speed and the Client in order to perform the concluded contracts.
- 1.5. The application of any general terms and conditions (contract templates) of the Client is hereby excluded.
- 1.6. Any changes to the terms of the contract require the express consent of Speed, expressed, under pain of being declared null and void, in documentary form (in writing, by e-mail or by fax). The amendment of the terms and conditions of the contract through messaging services such as Whatsapp, Viber and Telegram and others is hereby excluded.

2. Awarding of the contract.

- 2.1. The contract is concluded by the Client submitting an order to Speed to perform a service by Speed on the basis of Speed's offer or without such an offer, which integral part is the GTC, and then confirming the acceptance of the Client's order by Speed.
- 2.2. The Client's order shall be deemed accepted if Speed confirms acceptance of the order in documentary form (written, e-mail) or without such confirmation by Speed, if Speed proceeds to execute the order. In any case, Speed has the right to refuse acceptance of the order or postpone its execution date.
- 2.3. The conclusion of the contract shall mean acceptance of the GTC by the Client.
- 2.4. The Client bears sole responsibility for the content of the order. Speed shall not be liable for any errors, mistakes, or other inaccuracies in the order.
- 2.5. The Client's placement of an order on behalf of a third party, the Client's acceptance of Speed's offer on behalf of a third party, or the designation of a third party as the payer of the fee does not relieve the Client of the obligation to pay the fee directly to Speed.
- 2.6. Speed acts on behalf of, for the benefit of, and at the risk of the Client, which the Client accepts upon placing the order.
- 2.7. The Client is required to specify in the order the name, gross weight, volume, and special requirements of the goods, as well as the type and characteristics of their packaging.

3. Power of attorney.

- 3.1. The Client acknowledges and agrees that, upon placing an order, it grants Speed an irrevocable power of attorney, valid for the duration of the order's execution [hereinafter: "**Power of Attorney**"] to enter into contracts with third parties on behalf of the Client regarding activities necessary for the proper execution of the order, as well as to make other declarations of intent on behalf of the Client.
- 3.2. The Power of Attorney includes, in particular but not exclusively, the authorization of Speed to enter into the contracts specified below and to take any actions that, in its judgment, are necessary for the proper execution of the order, including, without limitation, entering into contracts with third parties on behalf of and for the benefit of the Client.
- 3.3. The Client remains a party to the contracts and acts referred to in Cl. 3.2. above, and Speed shall not bear any liability for the Client's acts or omissions vis-à-vis third parties who are the other party to such contracts or acts, nor for the acts or omissions of such third parties vis-à-vis the Client. Pursuant to the Power of Attorney, Speed is authorized to incur obligations on behalf of and for the benefit of the Client.

4. Performance of an order to provide services.

- 4.1. Speed shall perform the services within the time specified in the accepted order. Speed guarantees the performance of the services within the agreed time provided that the Client performs all the necessary actions for the proper execution of the order by Speed, in particular, provides the relevant documentation, as well as provided that there are no events beyond Speed's control that prevent the execution of the order within the agreed time.
- 4.2. The Client shall cooperate fully with Speed in order for Speed to properly perform the services.
- 4.3. The Client warrants that all Information and instructions provided to Speed, as well as any changes thereto, will be, in all respects, true, accurate, complete, and reliable, and will be provided promptly and in a timely manner, taking into account the time necessary for Speed to take action.
- 4.4. All consequences arising for Speed and third parties as a result of the inclusion of inaccurate, incomplete, or incorrect data in the order — including data contained in documents, correspondence, and information provided regarding the port of loading, place of delivery, weight, dimensions, and characteristics of the cargo — even if the inaccuracy, incompleteness, or other irregularity arose through no fault of the Client—shall be borne by the Client.
- 4.5. If, due to the Client's delay in fulfilling its obligations set forth in Cl. 4.1–4.4 above, Speed was unable to provide services despite being ready to do so, the Client shall be obligated to pay compensation for Speed's readiness to provide services in the amount specified in the order.
- 4.6. If the delay referred to in Cl. 4.5. above exceeds 2 days, Speed shall be entitled, but not obligated, to terminate the contract. In such a case, the Client shall be obligated to pay Speed rates for the period of readiness to provide services in the amount specified in the order, as well as to reimburse Speed for any expenses incurred.
- 4.7. In any case, Speed is entitled to subcontract all or part of the services to subcontractors.
- 4.8. If, in the course of providing services, it becomes necessary to perform additional services not included in the order, Speed shall present the Client with a list of the additional services required and the rates due to Speed for such services. The Client's acceptance of the offer to

perform additional services constitutes their consent to the additional rates. If the Client does not consent to the additional services, which, in Speed's assessment, are necessary for the performance of the order, Speed is entitled to withdraw from the contract. The provision of Cl. 4.6. above applies accordingly.

- 4.9. If, in the course of providing services, Speed encounters difficulties not foreseen at the stage of concluding the contract (in particular, defective stowage, specific ship's hold, different types of goods in one hold, condition of goods), Speed shall be entitled to discontinue the provision of services and inform the Client of the difficulties encountered, providing Client with proposed solutions and rates for the provision of services under these new conditions. The continuation of service provision will take place after the Client accepts the new rates and service provision conditions. In case of the Client's non-acceptance, Cl. 4.5. and 4.6. above shall apply accordingly.
- 4.10. At any time, the Client may request a change in the subject of the order, which shall be subject to Speed's prior approval under pain of nullity in documentary form (written, e-mail). In such case, in addition to the agreed rates, the Client shall be obliged to pay the compensation increased in accordance with the extended scope of services and to cover any additional costs associated with the change in the subject of the order. In the event of a change in the subject of the order resulting from a decrease in the value of services or no increase in the value of services, the Client is obliged to pay the agreed compensation and cover any additional costs associated with the change in the subject of the order.
- 4.11. In the event that any obstacles, risks, or delays arise during the performance of the services that cannot be avoided despite Speed taking remedial measures, Speed may consider the provision of services completed and the order fulfilled, and place the cargo at the Customer's disposal at any location that Speed deems safe and appropriate; in such a case, Speed's liability for the order or the cargo shall cease, and the Customer shall be responsible for any additional costs of transporting the cargo to that location and the costs of its storage.
- 4.12. If the cargo is not picked up by the Client or a third party duly authorized by the Client at the time and place specified in the order, Speed shall request the Client to collect the cargo and is authorized to store the cargo at a storage yard or in a warehouse at the Client's sole risk and expense. The moment the cargo is placed in the storage yard or warehouse constitutes the moment of performance of the contract by Speed, and Speed's liability under the contract shall expire.
- 4.13. Speed is entitled at any time to comply with orders, prohibitions, and recommendations issued by any public authority, including, in particular but not limited to, those regarding the disposal or return of cargo or the provision of information about the Client, the cargo, or the services provided.
- 4.14. If the order does not contain clear, sufficient, and enforceable instructions or specific arrangements, Speed has the discretion to choose the time, method of shipment, mode of transport, and rates. Speed shall act in all cases with due regard for the welfare of the cargo, at the risk and expense of the Client. In particular, Speed is entitled, but not obligated, to deviate from the Client's instructions at any time and to any extent if, in Speed's reasonable opinion, such deviation is in the interest of the Client or the cargo.

5. The Client's statements.

- 5.1. The Client is always required to:
 - 5.1.1. familiarize itself with the terms and conditions of carriage applied by the carrier performing the shipment organized by Speed pursuant to the order, and to comply with them;
 - 5.1.2. notify Speed of the cargo, including, in particular but not limited to, the type, weight, value, date, and time of the planned start of loading the cargo onto the first means of transport, as well as the planned date and time of delivery of the cargo to its destination;
 - 5.1.3. follow Speed's instructions regarding the services or cargo and to cooperate with Speed to the extent necessary for Speed to perform the contract;
 - 5.1.4. provide Speed with accurate, lawful, and feasible instructions necessary for the execution of the order;
 - 5.1.5. provide Speed in writing with all information required by Speed to enable Speed to properly perform the services and to comply with all laws, regulations, terms, and other agreements applicable to the cargo;
 - 5.1.6. promptly notify Speed of any errors, discrepancies, misstatements, or omissions in the order or in any other document or information provided to the Client by Speed in connection with the provision of services;
 - 5.1.7. pay, upon Speed's first request, all fees and rates to third parties, as well as to indemnify and hold Speed harmless from any claims by third parties against Speed regarding such fees and rates, and to release Speed from any liability to third parties arising from such fees and rates;
 - 5.1.8. reimburse Speed, upon Speed's first request, for all fees incurred by Speed in connection with the performance of the order;
 - 5.1.9. pay compensation to Speed in a timely manner;
 - 5.1.10. ensure that the cargo is properly packed, marked, labeled, arranged, and secured in a manner appropriate to the nature of the cargo based on its type and suitable for the proper performance of the order by Speed, unless such activities — in accordance with the order — have been expressly included within the scope of the order;
 - 5.1.11. ensure that the gross weight of the cargo does not exceed the maximum limits set forth in applicable regulations or standards;
 - 5.1.12. ensure that the cargo is suitable for transport by the given mode of transport, unless Speed expressly approves its suitability in writing;
 - 5.1.13. indemnify and hold Speed harmless from any claims, losses, or damages arising from the acts or omissions of the Client or any of its representatives and other entities cooperating with the Client, which constitute a breach of the Client's obligations set forth in the GTC;
 - 5.1.14. release Speed from all liability for claims, losses, or damages specified in Cl. 5.1.13. above.
- 5.2. By entering into a contract with Speed, the Client represents that:
 - 5.2.1. it is the owner of the cargo or a duly authorized representative of a third party that is the owner of the cargo or is entitled to possess the cargo or exercise control over the cargo in any other manner;

- 5.2.2. accepts the GTS both on its own behalf and on behalf of the third party that owns the cargo or is entitled to possess the cargo or exercise control over the cargo in any other manner;
- 5.2.3. neither the cargo nor its source of origin constitutes goods identified and deemed prohibited or restricted by Speed, international law, European Union law, or the law of the country to, from, or through the territory of which the cargo is to be transported;
- 5.2.4. the cargo is free from defects and does not require Speed to obtain any permits for transport, export, or import, and, to the extent required by law, the Client has obtained all necessary permits as described above;
- 5.2.5. complies with all applicable laws, including tax and customs regulations regarding export and import, with respect to any country to, from, or through the territory of which the cargo is to be transported;
- 5.2.6. neither the performance of the order, including the receipt, delivery, transshipment, and storage of the cargo, nor any payment or transaction related to the cargo shall expose Speed, its subcontractors, or any of their employees, associates, agents, banks, or insurers to any prohibitions, penalties, sanctions, or the risk of such prohibitions, penalties, or sanctions, imposed by any country, international governmental organization, or authority;
- 5.2.7. The cargo does not constitute either military equipment as defined in the Regulation of the Minister of Development and Technology of December 2, 2021, on the list of military equipment for which a license is required, or a dual-use item as defined in Regulation (EU) 2021/821 of May 20, 2021, setting up a Union regime for the control of exports, brokering, technical assistance, transit, and transfer of dual-use items, and in particular is not intended for use in the design, development, or production of nuclear, chemical, or biological weapons or any other military technologies.

6. Rates.

- 6.1. The rate of compensation due to Speed and the date of its payment shall be specified each time in the accepted order or other document accepted by Speed.
- 6.2. The rates agreed upon by the parties apply to cargo in normal commercial condition. In case of service difficulties resulting from a different condition of cargo, Speed is entitled to additional compensation corresponding to the additional costs incurred.
- 6.3. Speed shall be entitled to the compensation specified in the order for its readiness to perform the service, which is the subject of the order, even if the Speed's inability to provide its services was caused by the Client or persons to whom the Client is responsible and who are his subordinates or are related to him.
- 6.4. The amount due shall be payable within 14 days of the date of the invoice.
- 6.5. In the event of a delay in payment, the Client shall pay Speed the maximum interest within the meaning of Article 481 § 2¹ of the Polish Civil Code, calculated until the date of payment of the total debt.
- 6.6. In the event of a delay in payment of compensation, Speed shall be entitled to withhold further orders of the Client until full payment is received. Speed's liability in such case is excluded.
- 6.7. The costs of bank transfers shall be borne by the Client.

- 6.8. In the event that the validity period of the order exceeds 30 days, it is possible to issue invoices for partial payments on terms agreed between the parties.
- 6.9. If the order is of a permanent or continuous nature, after the end of each year, Client and Speed shall meet to negotiate to determine the amount of Speed's compensation applicable in the following year, and if within one month from the start of negotiations the new amount of compensation cannot be determined, the existing rates shall be subject to valorisation according to the index of growth of consumer prices for the previous calendar year published by the President of the Central Statistical Office.
- 6.10. Speed's offer is valid for 14 days. In the case of acceptance of the offer by the Client after this period, the conclusion of the contract may take place only after acceptance of such offer of the Client by Speed.
- 6.11. Any set-off of the Client's receivables with Speed's receivables shall require Speed's prior consent under pain of nullity, in documentary form.
- 6.12. The Client is obligated to pay subcontractors all fees and rates related to the performance of the order for the services of those entities commissioned by Speed as part of the order, unless it is clearly stated in the order that such amounts have been included in Speed's rates.
- 6.13. In the event that a carrier performing the transport of cargo commissioned by the Client makes the continued performance of services conditional on payment of any amount due to the carrier for the services provided, the Client is obligated to pay such amounts to the carrier upon Speed's first request. If the Client fails to fulfil this obligation within 7 days of receiving the demand, Speed is entitled to terminate the contract immediately and leave the cargo at its last known location at the Client's sole expense and risk. The provisions of Cl. 4.5. and 4.6. above apply accordingly.
- 6.14. Speed may make the continued performance of the order conditional on the immediate reimbursement of fees and rates incurred or likely to be incurred during the performance of the order, or upon their payment by the Client directly to the subcontractor.

7. Liability.

- 7.1. The contract constitutes a duty of care, and Speed provides services with due diligence. Speed's liability for damages arising from the contract is limited exclusively to damages caused by Speed's intentional misconduct.
- 7.2. Speed's liability is excluded if the damage resulted from the use of documentation provided by the Client. The Client is responsible for the accuracy and reliability of the data in the documentation and bears liability in this regard for incorrect data, in particular regarding the weight, type, and physical properties of the goods. If Speed identifies inaccuracies in the data provided by the Client, Speed is entitled to correct such data, which does not relieve the Client of liability for providing defective data.
- 7.3. Speed shall not be liable for:
 - 7.3.1. damages caused by force majeure;
 - 7.3.2. damage or loss caused by the late arrival of maritime or land transport;
 - 7.3.3. damage or loss caused by orders or actions of state or local government authorities or the port operator;

- 7.3.4. damage or loss caused by criminal acts of third parties, including, in particular, theft and cybercrime;
 - 7.3.5. interruptions related to weather conditions that prevent or hinder the proper and agreed-upon performance of the service;
 - 7.3.6. damage and delays resulting from the nature of the goods, their condition, in particular the manner of their packaging or stowage, or from the customary method of transshipment or storage of the goods in question, as well as from the atypical design of the cargo hold;
 - 7.3.7. goods that have not been insured by the Client;
 - 7.3.8. subcontractors, agents, representatives, employees, or contractors;
 - 7.3.9. damage and loss to the cargo resulting from the acts or omissions of third parties, in particular but not limited to those arising from loading, stowage, transport, unloading, storage, and other activities performed by subcontractors;
 - 7.3.10. damage resulting from a delay in the delivery of the cargo, unless such delay was caused by Speed's intentional fault;
 - 7.3.11. damage resulting from Speed's compliance with any instructions from the Client;
 - 7.3.12. damages and delays caused by failures in the electrical, water, or heating systems;
 - 7.3.13. lost profits, loss of contracts, consequential or indirect losses that may be incurred by the Client or third parties.
- 7.4. The Client shall be liable for any consequences arising from an incorrect declaration of the weight or characteristics of the goods or the conditions of their transport and storage. Speed is entitled to refuse to fulfill an accepted order if the parameters declared by the Client as mentioned in the preceding sentence prove to be false.
- 7.5. Speed shall not be liable for the consequences of instructions given by the Client directly to third parties involved in the performance of the contract, including for damages arising in connection with such instructions or additional costs, including fees, arising from their implementation by third parties.
- 7.6. When using other entities to provide services, Speed shall be liable solely on the basis of fault in selection.
- 7.7. Unless otherwise agreed in an order accepted by Speed, the provision of services by Speed shall be on a *no despatch / no demurrage* basis.

8. Withdrawal of the execution of the order.

- 8.1. If the Client's ability to fulfill its obligations is uncertain due to its financial condition, Speed is entitled, at its sole discretion, to suspend the execution of the order until the Client makes a full or agreed-upon prepayment for Speed's services or provides Speed with appropriate payment security.
- 8.2. Speed is entitled to terminate the contract if the Client fails to take the necessary steps to ensure the proper execution of the order by Speed, in particular by failing to provide the required documentation. In the event of termination of the contract, the Client is obligated to reimburse Speed for all costs incurred by Speed in connection with the execution of the order.

9. Force Majeure.

- 9.1. Neither party shall be liable for non-performance or improper performance of its obligations under the contract if such non-performance or improper performance is caused by force majeure.
- 9.2. Force majeure shall be understood as an external event of extraordinary nature, beyond the control of the parties, which cannot be prevented with the use of the utmost diligence, in particular but not exclusively:
 - 9.2.1. decisions of the authorities;
 - 9.2.2. epidemics or pandemics, including the COVID-19 pandemic;
 - 9.2.3. war, including civil war;
 - 9.2.4. riot, acts of sabotage, civil commotion;
 - 9.2.5. natural disasters such as storms, hurricanes, earthquakes, floods.
- 9.3. Each party undertakes, as far as possible, to inform the other party of any events having the characteristics of force majeure that may affect the performance of obligations under the contract so as to enable the other party to take measures to minimize the consequences of such event.
- 9.4. If force majeure causes a party to fail to perform or improperly perform its obligations under the contract then:
 - 9.4.1. that party shall immediately notify the other party in writing at the address indicated as the party's registered address of the occurrence of such an event, and shall furthermore inform the other party of the relevant facts affecting the course of such an event, in particular the anticipated date of its termination and the anticipated date of the resumption of performance of the obligations under the contract and the termination of such an event, if possible providing documentation in this respect;
 - 9.4.2. the parties shall agree on how to deal with the event;
 - 9.4.3. that party shall commence remediation of the event without delay;
 - 9.4.4. each party shall exercise the utmost diligence for the proper performance of its obligations under the contract and shall promptly fulfil its obligations under the contract once the causes of the event and/or its consequences have been remedied.
- 9.5. If a delay in performance continues for more than three months, the other party may terminate the contract with immediate effect.

10. Miscellaneous.

- 10.1. The Client agrees to indemnify and hold Speed harmless from and against all claims, liabilities, costs, expenses and penalties of third parties, including authorities, relating to any damage and/or loss, including property, environmental, personal injury and/or death, howsoever arising out of or in connection with the performance of the contract and the obligations undertaken by the Client thereunder. In the event that a third party makes claims or liabilities, or imposes liabilities or penalties on Speed by a competent authority, arising out of the performance of the contract, the Client shall indemnify Speed from all liability in connection therewith and agrees to immediately reimburse Speed for all costs and expenses incurred by it in connection therewith.

- 10.2. The Client undertakes to take all possible measures to protect the environment from pollution and assumes full responsibility in this regard, undertaking to indemnify Speed from this liability.
- 10.3. In the case of handling and storage of waste within the meaning of the Act of 14th December 2012 on Waste [hereinafter: "**Act**"], including in particular scrap metal, the Client, as the owner of goods that are waste within the meaning of the Act, shall be obligated to conduct waste management (in particular, collection, storage and processing of waste) in accordance with the provisions of the Act, for which it shall be liable under the contract and the provisions of the Act. The Client agrees to indemnify and hold Speed harmless against all claims, liabilities, costs, expenses and penalties of third parties, including authorities, related to any damage and/or loss, including property, environmental, personal injury and/or death, regardless of how they arise out of or in connection with the performance of the contract and the obligations undertaken by Speed thereunder. In the event that a third party makes claims or liabilities or imposes liabilities or penalties on Speed by a competent authority arising out of Speed's performance of the contract, the Client shall indemnify Speed against all liability in connection therewith and agrees to reimburse Speed promptly for all costs and expenses incurred by Speed in connection therewith. The obligation referred to in the preceding sentence shall apply in particular to the administrative fines provided for in the Act. In the event that such penalties are imposed on Speed, the Client undertakes to reimburse Speed for the equivalent of the penalty imposed on Speed within 7 days of the Client's notification of the imposition of such penalty on Speed. In order to secure Speed's claims referred to above, the Client creates a lien on the goods and authorize Speed to: (1) sell, on terms and conditions selected by Speed, the goods to secure Speed's costs that have not been duly paid in accordance with the contract; (2) collect the price from the sale of the pledged goods; and (3) deduct from the price from the sale of the pledged goods the amounts due to Speed under the contract, including, but not limited to, claims for overdue interest and reimbursement of expenses incurred by Speed in connection with the pledged goods. The Client irrevocably waives the right to revoke the above-mentioned power of attorney and in the case of a Client that is an individual, the power of attorney shall not expire upon the death of the Client, and agrees that Speed may be the other party to the legal action. Any surplus arising from the sale or other disposition of the goods, after deduction of all amounts due to Speed, shall be transferred to the Client.
- 10.4. The Client is obligated to:
- 10.4.1. compensate Speed for any damages caused to Speed in connection with a violation - by the Client or third parties acting on behalf of or for the Client - the provisions of the Act or Regulation (EC) No. 1013/2006 of the European Parliament and of the Council of June 14, 2006, on the shipment of waste [hereinafter: "**Regulation**"];
- 10.4.2. indemnify and hold Speed harmless from any claims, liabilities, costs, expenses, and penalties, including fees, asserted or imposed by any third parties, including public authorities, related to any damages and/or losses, including property damage, environmental damage, bodily injury, and/or death, regardless of how they arise or occur in connection with the performance of the order and the obligations undertaken by Speed thereunder;

- 10.4.3. immediately recover the cargo within the meaning of Article 2(6) of the Regulation— in the event that the conditions for subjecting the cargo to such recovery, as provided for in the Regulation, are met.
- 10.5. If the Client, in violation of the provision of Cl. 10.4.3. above, fails to recover the cargo, or if the transport of waste cargo organized by Speed under the order is not carried out or cannot be carried out for reasons not attributable to Speed, or if the transport of waste cargo organized by Speed under the order proves to be non-compliant with generally applicable law due to any discrepancies between the cargo declared by the Client in the order and the cargo that is the actual subject of the transport organized by Speed, the Client, at its own expense and risk, shall: collect such cargo from Speed and return it outside the European Union, or collect such cargo from Speed and ensure its recovery by other means, or collect such cargo from Speed and ensure its storage.
- 10.6. Speed shall have a general lien on any goods (and related documents) in Speed's possession as security for all existing and future indebtedness and obligations of the Client to Speed. This lien shall be in addition to any other rights and remedies Speed may have under other contracts or applicable law and shall continue in effect even after delivery or delivery of any item. Speed shall have the right to withhold delivery or release of any item if Client fails to timely pay Speed's compensation due in connection with any service provided to Client. By entering into a contract with Speed, the Client authorizes Speed to: (1) sell, on terms and conditions selected by Speed in its sole discretion, the pledged goods to secure Speed's expenses that have not been duly paid in accordance with the contract; (2) collect the price from the sale of the pledged goods; and (3) deduct from the price from the sale of the pledged goods the amounts due to Speed under the contract, including, but not limited to, claims for overdue interest and reimbursement of expenses incurred by Speed in connection with the pledged goods. The Client irrevocably waives the right to revoke the aforementioned power of attorney, and in the case of a Client that is an individual, the power of attorney shall not expire upon the death of the Client. In addition, the Client irrevocably agrees that Speed may be the other party to the legal action. Any surplus arising from the sale or other disposition of the goods, after deduction of all amounts due to Speed, shall be transferred to the Client.

11. Confidentiality.

- 11.1. Each party undertakes to keep strictly confidential all confidential information and facts of which it becomes aware in connection with the conclusion and performance of the contract. This obligation also applies to documents, materials and any other information carriers. Confidential information is any information not disclosed to the public, irrespective of its legal, economic, organisational or any other nature, concerning the party and entities related to it by capital, contract or organisation. Confidential information also includes data and information concerning current, former and future employees, collaborators, suppliers and contractors of the parties. Confidential information includes, in particular, the business confidentiality referred to in Article 11 Cl. 4 of the Act of 16 April 1993 on Combating Unfair Competition.

- 11.2. The information referred to in Cl. 11.1 above may be disclosed only with the prior consent of the other party expressed in writing under pain of invalidity. The obligation of confidentiality shall also apply for 3 years after the termination of the contract.
- 11.3. It shall not be a breach of confidentiality obligations to disclose information under mandatory provisions of law or a decision or order of a state authority or institution binding on one of the parties.

12. Contact.

- 12.1. Contact persons, as well as the means of contact (address, e-mail, etc.) are provided by the Parties in the contract, i.e. the Client provides them in the order, and Speed in the order confirmation.
- 12.2. The other party shall be informed of any change in the contact information of the contact persons. Otherwise, any information provided to the last known address or last known contact person will be considered successfully delivered.

13. Final provisions.

- 13.1. The GTC shall apply exclusively in contracts between Speed and Clients who are entrepreneurs within the meaning of the Polish Civil Code.
- 13.2. In the event that any provision of the GTC was contrary to the provisions of law, the remaining provisions of the GTC shall remain binding.
- 13.3. Any changes to the order shall be made in accordance with the specifications established by the parties in the order (in the Client's order and in Speed's order confirmation).
- 13.4. All contracts concluded between Speed and the Client shall be governed by Polish law. In matters not regulated in the GTC and contract between Speed and the Client, the relevant provisions of Polish law shall apply.
- 13.5. Any disputes arising between Speed and the Client shall be resolved by a common court of competent jurisdiction for the registered office of Speed.
- 13.6. The Polish version of the GTC is the binding version.
- 13.7. The current version of the GTC is always available at: <https://speed.gdynia.pl/owu/>.