Terms and Conditions of contracts for Trade Trans Combi Sp. z o.o.

The contractor confirms acknowledgement of the Terms and Conditions of contracts for Trade Trans Combi Sp. z o.o. (hereafter TTCombi) before executing transport services and accepts them in their entirety.

#### General terms

- 1. While concluding an agreement with TTCombi, the contractor agrees to perform services under these Terms and Conditions of contracts.
- 2. The contractor is obliged to possess required licenses and permissions for performing transport services, including international transport, if a contract refers to an international route. Accepting a contract is tantamount to acknowledging that the contractor is a licensed carrier.
- 3. Accepting this contract the contractor confirms being experienced in transport services analogous to those that are the subject of the agreement.
- 4. Having concluded the agreement, the contractor should deliver TTCombi the following documents without delay, not later than on the day of agreement conclusion:
  - Certificate of entry in the business activity register or valid transcription from the National Court Register (KRS)
  - Certificate of NIP Number Assignment
  - Certificate of the National Business Registry Number assignment (REGON)
  - License for international transport

otherwise the agreement will be terminated by the employer through the fault of the contractor without the necessity of requesting for its performance.

- 5. Immediately after concluding the agreement, not later than on the day of its concluding, the contractor is obliged to deliver TTCombi the following documents:
  - valid carrier's civil liability insurance policy or insurance agreement;
  - general conditions of insurance;
  - written statement of the insurance company concerning validity of the policy, issued not later than 14 days after the agreement execution (this refers to the first contract received from TTCombi within the duration of a given insurance policy),

otherwise the agreement will be terminated by TTCombi through the fault of the contractor without the necessity of requesting for its performance.

- 6. Accepting the contract, the contractor confirms the possession of vehicles appropriate for carrying out the contract and their full legal rights to a vehicle or vehicles by which a contract will be carried out.
- 7. Immediately after concluding the agreement, not later than on the day of its concluding, the contractor is obliged to deliver TTCombi documents confirming the possession of vehicles appropriate for carrying out the contract, as well as data of a vehicle used for transporting goods, including its registration number, otherwise the agreement will be terminated by fault of the contractor without necessity of requesting for its performance.
- 8. Accepting the contract, the contracting party confirms having at its disposal drivers licensed for carrying out the contract.
- 9. Immediately after concluding the agreement, not later than on the day of its concluding, the contractor is obliged to deliver TTCombi personal data of a driver or drivers employed for

- performing the contract, including their name and surname, as well as an identity card number, otherwise the agreement will be terminated by fault of the contractor without necessity of requesting for its performance.
- 10. The contractor is obliged to perform transport of goods contract personally. The contractor may commission a subcontractor to perform the contract only after obtaining a written consent from TTCombi, otherwise the agreement will be terminated. If the contractor alters the provisions of this condition, TTCombi may charge liquidated damages equivalent to gross freight.
- 11. If the contractor commissions a subcontractor to perform the contract, they are obliged to selected such an entity which:
  - a) possesses required by law licence, concession and/or permission to perform such an activity and
  - b) possesses insurance that meets the requirements described in clause 21.
- 12. While commissioning transport services to a new carrier, with whom the contractor did not cooperate before, the contractor is obliged to verify credibility of the carrier through:
  - a) a telephone call to the carrier on an office or mobile phone number and confirmation of concluding the agreement by phone. It is advised, however, that the insuring party established telephone number, e.g. using the Internet resources, and noted the name of their interlocutor
  - b) verification of documents received from the carrier:
    - the National Court Register on the Ministry of Justice webpage https://ems.ms.gov.pl/,
    - tax identification number (NIP) and National Business Registry Number on the corresponding web pages, e.g. the Polish Central Statistical Office (GUS): http://www.stat.gov.pl and/ or the Central Registration and Information on Businesses (CEIDG): https://prod.ceidg.gov.pl and/ or INFOR: http://www.infor.pl/kalkulatory/regonnip.html
    - transport licence and/or permissions to perform carriage services on the Main Road Transport Inspectorate (GITD): http://gitd.gov.pl/botm/index.php . In the case of a foreign carrier documents should be verified in the country of the carrier's registration, e.g. through a European portal e-justice: https://ejustice.europa.eu/content\_business\_register s\_in\_member\_states-106-pl.do or the European VAT registration: http://ec.europa.eu/taxation\_customs/vies/?locale=pl
  - c) written or telephone confirmation from the insurance company in which the carrier signed the carrier's liability insurance, concerning validity of the policy, payment of the insurance premium and insurance cover with reference to a given contract, noting the telephone number and name of the interlocutor, date of the conversation and name of the person who confirmed this information; if the insurance company refuses to confirm the carrier's liability insurance, the insuring party is obliged to provide a note with the telephone number, date, name of interlocutor and the reason for the refusal; if confirmation is refused for other reasons, a note with the telephone number and a due justification.
- 13. If the contractor commissions a subcontractor to perform the contract, the contractor is obliged to guarantee in the agreement with the subcontractor that the latter complies to the provisions of this document, in particular clauses: 2, 4-5, 7, 9-13, 16-17, 20-22, 25-28, 32-52, 56 and 69.
- 14. The contractor remains liable and responsible for the subcontractors, further subcontractors, as well as for persons who perform transport services commissioned to the contractor by TTCombi.

- The aforementioned liability and responsibility are irrespective of the aforesaid persons' solvency.
- 15. In the international carriage of goods, when the contractor accepts a consignment and a consignment note, it is also done for and on behalf of TTCombi. Pursuant to Article 34 of the CMR, as a successive carrier the contractor enters in the original agreement on conditions arising from the consignment note, acting on their own, as well as TTCombi's behalf. Provisions of clauses 53 and 15 of this agreement undergo regulations from Article 37 of the CMR.
- 16. Any transshipment or supplement in loading is forbidden without prior written consent of TTCombi, and otherwise will be null and void.
- 17. In the case of cabotage transport the contractor is obliged to comply with requirements described in the Regulation (EC) No. 1072/2009 concerning permission for cabotage transport and possess appropriate insurance.
- 18. Accepting the contract the contractor declares that the abovementioned conditions are met.
- 19. In cabotage transport carried out in Germany and France the contractor's responsibility for damage of goods or delay is limited to the following amount (with the exception of cases of deliberate fault or blatant negligence of the contractor or persons acting on their behalf or on commission):
  - a) in Germany:
    - up to 40 SDR for kg in the case of damage of goods
    - up to triple CIP value in the case of delay in consignment delivery
  - b) in France
    - up to 20 SDR for kg in the case of damage of goods in consignment below 3 tons
    - up to 12 SDR for kg in the case of damage of goods in consignment at least 3 tons
    - to the value of CIP in the case of delay in consignment delivery.
- 20. While performing a contract for TTCombi the contractor does not have the right to dispose the consignment, granting it as a pledge for their debts, or reassigning ownership rights.

# **Conditions of performing contracts for TTCombi**

- 21. The contractor is obliged to possess an automobile civil liability insurance and carrier's civil liability insurance with full extent of cover, with minimal sum guaranteed for each event that cannot be lower than EUR 200.000, and at the same time the amount of the sum guaranteed cannot be lower than multiplication of at least 8,33 SDR per 1 kg of gross consignment shipped by the contractor on commission by TTCombi, the each event is hereby understood as lack of elimination in responsibility of the insuring company for damages such as theft or robbery, lack of elimination concerning type of cargo admitted to transport, as well as lack elimination in area on which transport of goods is performed, and sum guaranteed corresponding each time to the value of consignment accepted for carrying not lower than the upper limit of the carrier's responsibility for damage, as established in Article 65-70 and 80-85 of the Carriage Law and/ or 17, 23 and 25 of CMR. Accepting the agreement the contracting party confirms that they possess a proper insurance.
- 22. The contractor is obliged to inform about an estimate location of consignment in every twelve hours.
- 23. TTCombi declares that first 24 hours of stop under loading and 48 hours under unloading, as well as stops on Saturdays, Sundays and holidays under loading and unloading are free of demurrage charge. TTCombi will not be held responsible for stops at borders, customs offices and on days

- when heavy traffic is restricted. In the remaining situations the contractor is entitled to renumeration in the amount of EUR 100 for each started 24 hours of stoppage. Should TTCombi not fulfil the agreement, in particular in the event of lack of goods on loading, TTCombi will be responsible for documented damage of the contractor, which cannot exceed EUR 100.
- 24. The contractor is obliged to document stop and its duration under loading and unloading on a stoppage card confirmed by a consignor or a consignee respectively. The basis for demurrage charge may solely be the stoppage card confirmed by a consignor or a consignee. The contractor is entitled to receive the charge only when TTCombi is informed about delay in loading or unloading the moment it occurs.
- 25. The contractor is obliged to provide in a refrigerated truck at least four shoring bars, or in the case of a tarpaulin truck, at least twelve security belts. While loading and unloading the driver is obliged to wear safety boots and a high visibility vest.
- 26. The contractor is obliged to deliver a vehicle (unless the agreement provides otherwise) appropriate for transport of goods described in the contract, clean on the outside and inside the load chamber, free from odours, equipped with proper devices for mounting and securing the load, such as: tie-down straps, non-skid mats, at least two aluminium expanding bars, fully operational GSM phone, at least four shoring bars (in a refrigerated truck) and twelve security belts (in a tarpaulin truck). A failure to meet the abovementioned conditions imposes on the contractor an obligation of providing a replacement vehicle at their own expense.
- 27. In the case of a controlled temperature load the contractor is obliged to:
  - use a vehicle equipped with an operational refrigerating unit required by the ATP certificate provisions, and operational, calibrated thermostat with controlling device;
  - make sure, before the loading or transport is started, that the refrigerating unit is not worn out, that it was properly maintained and is sufficiently powered;
  - before the loading is started, reach and maintain temperature in which transport will be performed;
  - do not turn off the vehicle during stops if working of the refrigerating unit depends on the engine;
  - plug the refrigerating unit to an external power supply if working of the refrigerating unit requires so;
    - monitor the temperature throughout the whole duration of transport;
  - submit on the ordering party's demand a printout documenting temperature level in the semi-trailer during transport; the printout, in a digital form, must contain the following data: date, hour, temperature, data should be recorded not more often than every 30 minutes; the printout should be stored together with a tachograph printout for at least a year.
- 28. If electronic goods, strong liquors or cosmetics are transported, the vehicle should be equipped with a GPS satellite navigation with an option of monitoring by a dispatcher.
- 29. Lack of information within 12 hours prior to a possible delay in providing a vehicle or in shorter time about an event that may cause a delay, will result in charging liquidated damages of EUR 150 for each occurrence of lack of information.
  - In the case of delay in providing a vehicle in the loading area, TTCombi reserves the right to charge liquidated damages of EUR 150 if the delay does not exceed 6 hours, equivalent of gross freight in the case of domestic, and equivalent of double gross freight in the case of international shipment with longer delay. After a one-hour delay in providing a vehicle in the loading area

- TTCombi has the right to declare the vehicle absent and terminate the contract without the necessity of requesting for its performance.
- 30. In the case of not providing a vehicle in the loading area, TTCombi reserves the right to charge liquidated damages of gross freight in the case of domestic transport, and equivalent of double gross freight in the case of international shipment and the right for a compensation exceeding the value of liquidated damages.
- 31. In the case of delay in providing a vehicle in the loading area, the ordering party reserves the right to charge liquidated damages:
  - of double freight gross in the case of domestic transport;
  - of gross freight in the case of international transport; unless the contract provides otherwise.
- 32. In the loading area the driver must receive documents necessary for correct performing of the contract, in particular: consignment note, Lieferschein, Delivery note, invoice referring to loading, approvals, commodity specifications, receiving of goods, T1 and T2 documents, EX, EUR, etc.
- 33. The contractor is obliged to check the accuracy of the consignment note with the contract, particularly as far as address and receiver are concerned. Should any discrepancies occur, the contractor is bound to postpone transport and thereupon contact the ordering party in order to receive instructions for further proceedings.
- 34. The contractor is obliged to make sure that the consignment note includes both data of the ordering party as the main carrier, as well the contractor's data and their potential subcontractors as successive carriers, confirmation of consignment receipt, data of the vehicle used for transport with its registration number, data of driver or drivers with their names and surnames, and ID cards numbers.
- 35. The contractor is obliged to verify the accuracy of goods with documents, in particular as far as amount, weight, features and numbers of goods are concerned, but also its condition, packaging condition, and preparation of goods for transport. Should any objections in this respect appear, the contractor is obliged to contact the ordering party promptly and note all the objections and justification to all copies of consignment note before transport begins.
- 36. The contractor is obliged to control if the goods are loaded and deployed properly and, if necessary, secure it for transport. Should any objections in this respect appear, the contractor is obliged to note all the objections and justification to all copies of consignment note before transport begins. The contractor will be responsible for proper deployment and security of the load during transport.
- 37. If assessment of accuracy of goods with documents, its condition, packaging condition, preparation of goods for transport, or loading is impossible, the contractor is obliged to contact the ordering party promptly and note it in all copies of consignment note.
- 38. In the event when a consignor prevents the contractor from making the aforementioned notes in the consignment note, the contractor is obliged to refuse transport and contact the ordering party immediately in order to receive instructions for further proceedings.
- 39. Unless the agreement states otherwise, the contractor can neither help nor independently load or unload goods. This, however, does not prevent from participating in loading as an observer.
- 40. The contractor is obliged to transport goods solely on roads domestic and international (labelled with one, two or three digits) with exception to access roads to loading and unloading area and

- situations when transport on these roads is prevented, due to detour or a roadblock set by police or other services (caused by an accident, other threat or force majeure).
- 41. The contractor is obliged to plan and appoint stops and their location in advance, before the transport service begins, taking into consideration route and hours of work of drivers.
- 42. The driver should particularly carefully secure the vehicle and load against brake-in and theft attempts.
- 43. The contractor is obliged to stop only at monitored car parks and at car parks compliant with TTCombi's requirements. If these requirements are not met, the place of car stop should at least be compliant with the insurance company's requirements.
- 44. During each stop the driver, while leaving the vehicle, is obliged to lock the vehicle and initiate all security devices, alarm, immobiliser, etc. and take with him all the vehicle and shipping documents.
- 45. While handing over the consignment to consignee the following conditions have to be met:
  - the consignment is delivered to the company's office or the consignee's place of residence given by the consignor;
  - the consignment is handed over to an adult person at the given address;
  - the person signed for delivery in a legible signature;
  - the receipt must also bear:
  - -- in the event when the consignee is a private citizen: ID card number or other ID document of the person who signed the delivery note, the contractor must be shown the aforesaid ID,
  - -- in the event when the consignee is an entrepreneur/ a company: a company stamp.
- 46. The contractor is obliged to account for and verify quality of reversible pallets. If the consignee refuses to return the pallets, it will be noted in the consignment note, delivery note or a pallet receipt with the consignee's signature. The contractor is obliged to settle within 14 days after delivering the consignment. Should the aforementioned obligation be neglected, TTCombi is entitled to charge the contractor with liquidated damages of EUR 30 for a missing pallet.
- 47. In case of any complications during transport the contractor is obliged to contact TTCombi within 15 minutes on a phone number provided in the forwarding order. The contractor will be held responsible for any act or omission without TTCombi's consent, and will bear all costs resulting from them.
- 48. The contractor is obliged to provide TTCombi connection with the driver, who should have at his disposal at least one operational means of communications.
- 49. The contractor is obliged to follow all instructions referring to proceedings during receiving, transporting, and securing the consignment, described in a forwarding order or resulting from common procedures, practice or routine.
- 50. Within 24 hours after unloading the contractor is obliged to inform TTCombi via text message or email about an actual date of unloading, providing the contract number. If there are more than one unloading, the last date of unloading is required. Failure to keep that responsibility will result in charging liquidated damages being equivalent of 5 per cent of freight.
- 51. In the case of transport to the CIS, the CMR documents requires stamps: : "TOWAR POSTUPIŁ" and "WYPUSK RAZRESZEN", as well as date, signature and stamp of the consignee. Within 24 hours after unloading the contractor is obliged to send to TTCombi an e-mail with the CMR consignment note in order to verify the stamps. Failure to keep that responsibility will result in charging liquidated damages being equivalent of EUR 100.

- 52. Should any damages in consignment were found, the contractor is obliged to inform promptly TTCombi, prepare a shipping damage report and send it to a forwarding agent at TTCombi.
- 53. Should any damages in consignment were found, or due to delay, TTCombi is entitled to charge the contractor with repair fees from the moment it is summoned for compensation, also if the contractor has not repaired it himself.

### Additional obligations of the contractor

- 54. The contractor declares observing the rules of the German minimum wage act, MiLoG, from 11.08.2014, and authorizes TTCombi to control accuracy of this declaration, in particular delivering appropriate information and documents. Should TTCombi be charged with fines, penalties or should any third party submit a claim or a necessity of paying social insurance contributions (as well as penalties and legal costs) related to violation of the MiLoG Act by the contractor or subcontractors, the contractor will compensate or release TTCombi from and against any abovementioned claims.
- 55. Should TTCombi be charged with liquidated damages by its customer, the contractor is obliged to pay it in the demanded amount within 3 days from the summoning, without the necessity of declaring by TTCombi the amount of the customer's loss.
- 56. The contractor agrees to maintain confidentiality concerning details of therein agreement, received or disclosed in relation to it, or any information referring to TTCombi activity. No information is to be disclosed to any third party, including other forwarding agents and carriers, without a prior written consent of TTCombi, nor used for purposes other than resulting from the agreement.
- 57. Should the contractor infringe any of the obligations listed in clauses 2, 4-5, 7, 9-13, 16-17, 20-22, 25-28, 32-45, 47-49, 52, 54, 56, TTCombi will be entitled to charge liquidated damages in the amount of gross freight per each infringement.
- 58. The contractor will be committed to an absolute legal protection of data and interests of TTCombi's customers while performing the agreement and in period of 3 years after its expiry. Submitting offers directly to TTCombi's customers and performing shipment for them without TTCombi's mediation will be considered as an infringement of the abovementioned obligation. Any entity where loading or unloading takes place during performance of the contractor's order, any entity referred to in a consignment note as a consignor or a consignee during performance of the contractor's order, as well as any entity, that TTCombi knows of, which engaged for shipment TTCombi, and then transferred engagement for the contractor, will be considered as the TTCombi's customer. Should the contractor infringe any of the obligations described hereby, TTCombi will be entitled to charge liquidated damages in the amount of EUR 10.000 per each infringement. The contractor's remuneration provided for by this agreement involves also the obligation of conforming to the indicated provisions. If there is no consent to these provisions, the contractor should file objections before the transport begins, the remuneration rate will be lowered by the amount of EUR 200.
- 59. Submitting offers directly to TTCombi's customers and performing shipment for them without TTCombi's mediation by the contractor or any entities with personal or capital links to the contractor will also be considered as an infringement mentioned in clause 58.
- 60. A person with personal or capital links to the contractor is:
  - any entity holding more than 10 per cent of shares in the contractor's capital;
  - any entity in which the contractor holds more than 10 per cent of shares;

- any entity remaining with the contractor an associate in a partnership;
- any entity being the contractor's associate where the contractor is a partnership;
- a member of the contractor's body where the contractor is a company;
- an acendant or descendant, siblings or a relative up to first degree of the contractor, as well as of any of the entities described above.
- 61. The contractor has no right to assign claims they are entitled to from TTCombi upon completion of a transport, nor submit an offer of such an assignment, without a prior written consent of TTCombi.
- 62. Should the contractor violate the provisions of clause 61, in particular should the claims be submitted at the debt exchange, TTCombi will be entitled to charge the contractor with liquidated damages in the amount of gross freight as is included in the agreement, the claim of which is to be the subject of assignment. Should there be submitted an offer of assignment resulting from more than one agreement, the liquidated damages will accumulate.
- 63. It is forbidden to diffuse by the contractor false or misleading information about TTCombi and/or a company led by TTCombi. The aforementioned false or misleading information is about: persons in charge of the company, produced goods or services performed, charges, economic or legal situation of TTCombi. The prohibition applies to diffusing information by means of any forms of communication, in particular mass media, including electronic communication means: web pages, internet forum, e-mail, social network, trade portals, and the freight exchange.
- 64. The contractor is forbidden to reveal to a third party, including other forwarding agents and carriers, as well as TTCombi's customers, consignors and consignees, or other entities dealing with debt collection, information concerning settlements between TTCombi and the contractor, including the contractor's sum of remuneration, due dates, amount of debt, and other pieces of information in which TTCombi is a party.
- 65. In the event of infringement of any obligation described in clauses 63-43, TTCombi is entitled to charge liquidated damages of PLN 10.000 per each infringement.
- 66. The liquidated damages payment obligation by the contractor which is provided for therein comes regardless of the occurrence of damage and does not exclude claiming supplementary damages based on applicable law.

### Settlement

- 67. The basis for settlement is a VAT invoice with TTCombi order number, together with two, original and confirmed neutral CMRs with: a legible date, a legible signature and a stamp of a consignee, with fields numbers 6 and 20 filled in accordance with the order, and two sets of all documents assigned to the consignment (Lieferschein in particular). The invoice should be issued the same month that unloading took place and delivered within 10 days from the unloading date. Failure to keep the delivery of invoice and documents deadline will result in postponing the date of payment till 90 days.
- 68. The due date is 55 days, unless the agreement provides otherwise, after TTCombi receives a properly issued invoice and a set of documents. TTCombi may decide to shorten that period under condition of a discount from net invoice value:
  - 7 days after receiving the invoice discount 4 %
  - 14 days after receiving the invoice discount 3 %
- 69. Should a customs procedure occur during transport, the contractor is obliged to attach to the invoice a document confirmed by an appropriate Customs Office certifying proper completion of

- the procedure (e.g. SAD, EX1,T-1). Absence of these documents obliges the contractor to refund the ordering party all costs imposed on TTCombi by customs office, IRS or any other entity.
- 70. The contractor grants consent to deduction of any TTCombi claims resulting from a transport order with the contractor's remuneration for services performed or any other liabilities the contractor owes to TTCombi.
- 71. Should TTCombi file a complaint due to improper performance of service or entry in the consignment note about a damage to transported goods, the date of freight payment will be postponed till the complaint is examined and all doubts explained.
- 72. For future reference the contractor releases claims resulting from the Article 10 paragraph 1 and 2 of the Act from 8th May 2013 concerning payment dates in commerce transactions.

## **Final provisions**

- 73. In all matters unsettled herein appropriate provisions of the Polish Civil Code are applied, additionally in the event of international transport provisions of the CMR Convention, in cabotage transport provisions of the country in which the cabotage transport is performed in relation to rules of transport agreement.
- 74. The court appropriate for examination of disputes which may result from concluding or performance of the agreement is the court having jurisdiction over TTCombi's office.
- 75. The order may be accepted only without reservations. Unless the notice of rejection is sent within 30 minutes of receiving via fax or e-mail a transport commission, the order is considered to be accepted with conditions described in it. The aforementioned rejection should be sent via e-mail on the address indicated in the order. If the rejection is sent later than 30 minutes after receiving the order, the contractor will cover costs of the potential disparity in freight, as well as compensation.
- 76. Undertaking any actions towards performing of the order will be regarded as accepting the order
- 77. TTCombi is entitled to terminate the contract for convenience, however not later than 12 hours before planned loading deadline. Termination is effective through a statement of cancelling sent via fax or e-mail.
- 78. In relation to these terms and conditions, application of the Article 681 of the Civil Code is excluded. The contractor cannot accept an order under condition or with date reservations.
- 79. Any changes in these provisions require the same form in which the agreement was executed.

## Information about the processing of personal data

Personal data will be processed by the contractor, acting here as the data controller, upon the following rules:

1. As the data controller, the contracting party processes personal data, provided by the contractor provided with an agreement conclusion and execution, for the following purposes: for the purpose of the agreement execution – based on the Article 6 section 1, item b) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR); if it is necessary, for the purpose of pursuing claims or protection against claims resulting from the executed agreement – based on the Article 6 section 1, item f) GDPR – data controller's legal privilege; performing legal obligation by the data controller, resulting from the accounting act – based on the Article 6 section 1, item e) GDPR.

- 2. Providing personal data is voluntary, however it is a condition upon concluding an agreement and might be a condition of its proper execution, in the case of data provided for execution of the agreement.
- 3. Should the contractor deem that processing of personal data violates regulations, they have the right to file a complaint to the Inspector of the Personal Data Protection.
- 4. The contracting party has the right to access, correct, delete or limit processing of their personal data, as well as transfer them.
- 5. The contracting party has the right to appeal against processing of personal data based on Article 6 section 1, item e) or f) GDPR (i.e. when personal data are processed on the basis of acceptance or legitimate interest of the controller).
- 6. The data will be kept for a period necessary for the agreement execution (particularly until expiration of the claims' period of prescription that may have their source in the agreement execution, termination of litigations concerning these claims, and expiration of the right to keep personal data, resulting from applicable laws).
- 7. Forwarding to the contracting party, within the agreement execution, personal data of a third party the contractor shall be legally responsible towards the controller and the third party for processing their data, especially for their transfer to the contracting party.
- 8. The contractor declares that before giving access to personal data, they shall fulfil the obligation to inform the third party whose personal data will be transferred, and the access to which is necessary for proper execution of agreement, in accordance with Articles 14 and 15 GDPR. This particularly refers to persons with whom the contractor co-operates in executing the agreement.
- 9. Personal data will be handed over to subjects co-operating with the controller at the agreement execution, subjects that provide the controller with IT service, accountancy, and authorities entitled to receive information based on applicable laws.