

GENERAL TERMS AND CONDITIONS OF TRANSPORTATION AND FORWARDING AT STALESIA SP. Z O.O. BASED IN KRAKOW

1. These General Terms and Conditions of Forwarding and Transportation apply to transport and forwarding orders accepted by Stalesia sp. z o. o. based in Kraków at ul. Domagały 19, 30-741 Kraków, entered in the register entrepreneurs of the National Court Register by the District Court for Kraków - Śródmieście w Krakow, 11th Commercial Division of the National Court Register under the number 000025762, NIP 6792899343, REGON 120268020 (hereinafter referred to as the "Company").
2. Transport or forwarding orders are subject to the provisions of the Civil Code and other generally applicable Polish law, subject to the provisions of these terms and conditions of order execution. The Company does not accept any contract templates used or delivered by the ordering party or attached to the order, unless they have been accepted with the note "we consent to the contract template presented to us"
3. The Company has current carrier/forwarder liability insurance.
4. The Company does not accept transport and forwarding orders for:
 - a) dangerous goods classified in classes I, II, and VII of the ADR list;
 - b) live animals;
 - c) postal, courier shipments, or household goods;
 - d) historical and antique goods
5. The person placing the transport or forwarding order is obliged to precisely specify:
 - a) the subject of the shipment, in accordance with the factual state.
 - b) whether the shipment requires special transport conditions or permits.

The client is liable for any damage to the Company resulting from the violation of the above-mentioned responsibilities.

6. Essential conditions of transport or forwarding are agreed upon by the parties via email.
7. Unless mandatory provisions of law provide otherwise, the Company is not liable for damages:
 - a) caused by delays in delivering the shipment;
 - b) resulting from the transport of dangerous goods classified in classes I, II and VII of the list ADR;
 - c) resulting from the transport of live animals;
 - d) resulting from lack of packaging or improper packaging by the sender;
 - e) resulting from a hidden defect of the goods or their natural properties;
 - f) resulting from deficiencies in measurement, weight or volume, within the limits of applicable standards;
 - g) Arising from reasons on the part of the sender or receiver, for which the Company is not at fault;
 - h) arising from postal or courier items or household goods.
 - i) related to declaring the shipment for insurance or customs clearance
 - j) related to the storage of goods in customs warehouses;
 - k) due to force majeure
 - l) caused by inaccurate, incomplete or inaccurate orders received by the Company incorrect data;
 - m) arising under a forwarding contract that does not have a written form, excluding declarations wills submitted in an electronic letter (e-mail);
 - n) arising in the transported goods during transportation for which the carrier is responsible
 - o) resulting from the cancellation of the order by the Company up to 12 hours before the vehicle is scheduled to be provided.

8. The Company's liability towards the client, who is not a consumer, is limited to the remuneration agreed upon for the particular order.
9. The administrator of personal data in the scope of data covered by the transport or forwarding order is Stalesia sp. z o. o. based at ul. Domagały 19, 30-741 Kraków. The data will be processed for the purpose of contract execution (pursuant to Article 6(1)(b) of the General Data Protection Regulation) for the duration of the contract and the period of the statute of limitations for claims. The data subject has the right access to the content of their personal data, the right to correct and rectify them and - to the extent resulting from the regulations - deleting them, limiting their processing, objecting to them processing, submitting a complaint to the competent supervisory authority. Data is not subject to automated decision-making, including profiling. The administrator will not share or transfer data to third countries/international organizations. Stalesia sp. z o. o. obliges to comply with the requirements of the General Data Protection Regulation regarding processing security. Stalesia Sp. z o.o. declares that effective technical and organizational measures have been implemented to secure personal data from unauthorized disclosure, processing in violation of the law, and to prevent its damage, destruction, loss, or unauthorized modification.
10. The transport or forwarding contract is subject to the provisions of Polish law, also in the event of conflict of laws rules would point to foreign law.
11. Any disputes arising between the Company and the client, who is a consumer, shall be subject to the jurisdiction of the courts in accordance with the provisions of the Civil Procedure Code. The Company also informs the consumer that there are possibilities for out-of-court dispute resolution, including arbitration, mediation, and amicable settlement, whose conduct rules and access are defined by relevant arbitration, mediation, and amicable dispute resolution centers, as well as under separate regulations.
12. Disputes arising between the Company and a client who is not a consumer shall be subject to the competent court based on the Company's registered office location.
13. None of the provisions of these General Terms and Conditions limit the consumer's rights as provided under the applicable law in the Republic of Poland. If a provision is found to violate these rights, the applicable law in the Republic of Poland, especially the Civil Code and the Consumer Rights Act of May 30, 2014 (Journal of Laws 2014 item 827), shall apply.
14. The current General Terms and Conditions are published on the website www.stalesia.com and are available free of charge to the client (via electronic means) upon request. The ordering party may gain access to these GTC at any time via a link provided in the forwarding order confirmation email and can download and print it.
15. The General Terms and Conditions may change; in such cases, the Company will notify all clients by placing information about the change on the General Terms and Conditions page, including a summary of changes and keeping this information available for at least 14 consecutive calendar days.
16. In the event of any discrepancies between the Polish and English language versions, the Polish version is binding.
17. The General Terms and Conditions come into force on November 15, 2023 and apply to forwarding orders placed after that date.