

The payment term is calculated from the date of delivery of the original CMR documents and a correctly issued invoice. Documents must be sent to the company's correspondence address:
Exportsy Sp. z o.o., ul. Krakowska 152, 34-120 Andrychów, Poland.

We also require scanned copies of the documents to be sent to us by email:
fakтуры@exportsy.pl

We would be very happy if you would leave us a review on Google. Click the link to rate our cooperation: https://g.page/r/Cdbf6o5_G_KOEBM/review
If you let us know, we will try to reciprocate with a shorter payment term. Thank you for your support!

INVOICING

For the purposes of this document:

The Recipient is also referred to as the Contractor.

The Seller is also referred to as the Client..

1. The Contractor is obliged to issue a VAT invoice for the completed transport immediately, but no later than 14 days from the date of service completion. The date of sale is considered to be the date of unloading.
2. The invoice must be issued in two currencies: EUR and PLN. The conversion to PLN must be made according to the average exchange rate of NBP Table A from the day preceding the unloading date, in accordance with applicable VAT regulations.
3. The Contractor must include bank account numbers in both EUR and PLN on the invoice.
4. The invoice must contain: a) The transport order number; b) The vehicle registration number; c) The transport route; d) The NBP exchange rate (Table A) used for conversion.
5. The Contractor is required to send scans of transport documents (CMR and/or other transport-related documents) immediately after unloading, but no later than within 3 hours after delivery, to the freight forwarder who assigned the transport (contact details are provided on the first page of the order) or via the link in the order. Failure to submit the documents within the specified time may result in a contractual penalty of EUR 50 imposed by the Client.
6. Original transport documents and the invoice must be delivered within 14 days from the delivery date to: Exportsy Sp. z o.o., ul. Krakowska 152, 34-120 Andrychów. These documents include: a) The original (two copies) of the CMR waybill and/or another transport document confirming the delivery of goods; b) A goods specification (WZ, Lieferschein, Bon de Livraison, or an equivalent document); c) Pallet turnover documents (e.g., pallet receipt, DPL, voucher); d) Customs clearance documents (e.g., MRN, C88, SAD, or other required documents); e) Any other accompanying documents; f) The invoice.
7. In case of failure to deliver the original documents within the designated timeframe, the Ordering Party reserves the right to extend the payment term up to 90 days.
8. The payment deadline is 60 days from the date of receipt of a correctly issued invoice with all required documents, unless otherwise agreed by the parties. If documents are sent to the wrong address, the payment deadline will be counted from the moment they are delivered to the correct address, i.e., Exportsy Sp. z o.o., ul. Krakowska 152, 34-120 Andrychów.
9. Bank transfers are processed on Fridays after the payment deadline has passed.
10. At the Client's request, the Contractor is obliged to send a signed declaration on avoiding double payment (Attestation) within 2 business days to fakтуры@exportsy.pl. Failure to provide this document will result in a payment hold for the invoices requiring it. The Client may impose a contractual penalty of EUR 100 if the Contractor fails to submit the signed Attestation within the deadline.
11. Exportsy Sp. z o.o. declares that it is a VAT payer and authorizes the Contractor to issue a VAT invoice without the Client's signature.
12. Assignment of receivables, factoring, or any other form of transfer of obligations arising from this agreement requires the prior written consent of the Client. Any attempts to assign receivables without the Client's consent will be considered null and void.
13. The Contractor is not entitled to offset mutual claims arising from this agreement.
14. The Client reserves the right to offset its payments, including non-due payments, in accordance with applicable laws.
15. Any information regarding discounts or rebates must be agreed upon via email at fakтуры@exportsy.pl.



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16. Any inquiries regarding payment for completed transport services should be directed to platnosci@exportsy.pl, including a scanned copy of the invoice.
17. Debits and contractual penalties imposed on the Contractor in connection with this order must be paid within 7 days from the date of issue and are sent via email.
18. Debits and contractual penalties imposed on the Client in connection with this order must be paid within 60 days from the date of receiving the debit note. The original documents must be sent to Exportsy Sp. z o.o., ul. Krakowska 152, 34-120 Andrychów, unless otherwise agreed by the parties..

REQUIREMENTS AND REGULATIONS

1. The content of this order is confidential and may not be disclosed to third parties. In the event that the carrier violates this confidentiality obligation, the Client reserves the right to impose a contractual penalty equal to three times the freight amount.
2. The Contractor's OCP insurance must cover liability for loss, damage, and delay in delivery. The minimum insurance coverage must be EUR 250,000, with a deductible not exceeding EUR 300.
3. If the Contractor does not submit a written rejection of the order within 30 minutes of receipt, it will be considered accepted for execution.
4. The parties confirm that they have an ongoing business relationship, meaning that if the Contractor does not provide written confirmation within 30 minutes of receiving this order, it will be treated as accepted for execution.
5. The freight rate specified in this order includes full compensation for the carrier's service ("all-in remuneration"), unless otherwise agreed. All arrangements must be made in writing. Regardless of the circumstances, the Contractor shall not demand any additional compensation related to this order.
6. The carrier (driver) must be equipped with full protective gear, including a helmet, safety boots, a vest, and safety glasses.
7. The driver is required to be present during loading and unloading, verify the quantity, weight, and condition of the shipment (damage, missing original seals, or other closures, etc.), and immediately report any discrepancies to the freight forwarder at Exportsy Sp. z o.o.. After verification, such discrepancies must be entered into the waybill (CMR). If the Contractor fails to notify Exportsy Sp. z o.o. of overloading, quantity/weight discrepancies, or packaging irregularities, all related consequences shall be borne by the Carrier.
8. The Client requires dedicated transport under this order (Solo, no additional loads), unless otherwise agreed. Additional loading is only allowed with written consent from the Client. Violation of this requirement results in a contractual penalty of 50% of the freight amount. The Contractor is liable for any damages resulting from unauthorized additional loading.
9. The Contractor may not subcontract the transport covered by this order to third parties without the Client's written consent. Violation results in a penalty of 50% of the freight amount.
10. Waiting time for loading and unloading is 48 hours free of charge (weekends and public holidays are not counted). Any financial claims for vehicle downtime must be documented with a parking card or an entry in the CMR waybill, confirmed and stamped by the shipper or receiver.
11. If the actual cargo weight does not deviate by more than 15% from the weight stated in the order, the Contractor is obliged to load the cargo as per the order conditions.
12. The Contractor must comply only with instructions issued by the Client. The Contractor is responsible for any damages resulting from failure to follow the Client's instructions. If different instructions are received from the shipper, consignee, loader, unloader, or any other entity, the Contractor must immediately notify the Client. The Client is not responsible for decisions made by third parties (e.g., warehouse staff, forklift operators, drivers) that affect the execution of the transport.
13. The Client may impose a contractual penalty of EUR 200 if the Contractor cancels this order.
14. If the Contractor cancels the order, the Client has the right to find a replacement vehicle and charge the costs to the Contractor.
15. The Client may impose a contractual penalty of EUR 500 if the Contractor fails to provide a vehicle for loading/unloading.
16. If the Contractor fails to provide a vehicle for loading/unloading, the Client has the right to find a replacement vehicle and charge the costs to the Contractor.
17. Delays in loading/unloading beyond the agreed time stated in this order will result in a contractual penalty of EUR 100 per hour. If it becomes clear that the Contractor will not be able to provide the vehicle on time, the Client has the right to arrange a replacement vehicle and charge the costs to the Contractor.
18. If there is reason to believe that the Contractor will be unable to deliver the vehicle for loading on time, the Contractor has no right to compensation for order cancellation.
19. If the Contractor's vehicle leaves the loading/unloading site without the Client's consent, a penalty of EUR 200 will be imposed.
20. If the Contractor's vehicle leaves the loading/unloading site without the Client's consent, the Client has the right to arrange a replacement vehicle and charge the costs to the Contractor.
21. If the Contractor is unable to properly, timely, and in accordance with this order execute the transport, they must arrange a replacement vehicle that meets the order's requirements at their own expense. The Client may impose a EUR 500 penalty for failure to provide a replacement vehicle.



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22. The Client has the right to arrange a replacement vehicle and charge the costs to the Contractor in any case where the Contractor is unable to complete the transport as agreed.
23. If the Client cancels the order, the Contractor is only entitled to compensation of EUR 50 for international transports and PLN 100 for domestic/cabotage transports. No other compensation claims shall be accepted.
24. The Contractor must provide a direct contact number for the driver. If the driver is unreachable for more than 3 hours during transport execution, the Client may impose a EUR 150 penalty.
25. The Contractor must provide GPS tracking throughout the assigned transport. Failure to provide tracking, intentional GPS signal interruption, or GPS failure may result in a EUR 150 penalty.
26. Any circumstances affecting transport execution (e.g., vehicle breakdown, police detainment, hospitalization, road incidents, strikes, customs clearance) must be documented and confirmed by the Contractor.
27. If shortages, damages, or obstacles in transport execution occur, payment will be made only after the claims process is completed by the shipper/receiver/sender/consignee, but no later than 90 days.
28. Obligation to park in secured parking areas and to document parking
 - a) All vehicle stops during the performance of the transport order must take place exclusively in secured parking areas that meet all of the following criteria:
 - i) the parking area is fenced and properly marked,
 - ii) the parking area is equipped with video surveillance covering the parking area,
 - iii) the parking area is guarded by security personnel on a 24/7 basis.
 - b) If the Parties agree on the need for parking, the driver is obliged to use only parking areas that meet the above criteria.
 - c) The Contractor is obliged to document each stop in one of the following forms:
 - i) a copy or printout of the vehicle's GPS history clearly indicating the location and time of the stop, or
 - ii) a proof of payment for parking (parking receipt) containing data that allows for the identification of the parking location.
 - d) Failure to document the stop in the manner specified in section c) shall be treated as a gross violation of the terms of the order and will result in a contractual penalty of EUR 200 for each such violation, without prejudice to other rights of the Principal arising from this agreement or applicable laws.
 - e) Parking the vehicle in a place that does not meet the criteria specified in section a) is prohibited and shall be treated as gross negligence, resulting in the imposition of a contractual penalty of EUR 200 for each such violation.
29. The Contractor declares that they will not use the services of Pactus.Eu Sp. z o.o. for the agreed transport order, and these companies cannot act on behalf of the Contractor.
30. The terms of execution and payment are an integral part of this transport order and service. They are not subject to negotiation. The assignment of the Contractor's receivables to third parties is strictly prohibited.
31. The parties to this order introduce a procedure for the amicable resolution of disputes related to a potential failure by the Client to pay the freight charge within the agreed deadline. This procedure does not deprive the Contractor of the right to statutory interest and lump-sum compensation for debt recovery costs, but is intended to avoid generating unnecessary additional costs resulting from assigning the case to a debt collection agency. Taking the above into account, upon the expiration of the VAT invoice payment deadline, the Contractor shall send a payment request to platnosci@exportsy.pl, setting an additional 7-day deadline for the Client to settle the due payment. Failure to follow this procedure and assigning the case directly to a debt collection agency shall result in the Contractor waiving the right to claim from the Client any amounts exceeding the lump-sum compensation for recovery costs.
32. The Contractor agrees not to contact the Client's customers directly during transport execution or for 24 months after completion, under a EUR 10,000 penalty.
33. Contractual penalties do not exclude additional compensation claims
34. Penalties in this order may accumulate.
35. Penalties may be deducted from the Contractor's freight payment, regardless of due date.
36. This order is governed by CMR Convention and Transport Law, depending on the transport route.
37. This order was sent electronically and does not require a signature.
38. Any disputes related to this order will be resolved in the Client's jurisdiction under Polish law.

MINIMUM WAGE



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1. The Carrier undertakes to release Exportsy Sp. z o.o. from any claims by third parties, insurance institutions, and tax authorities arising from non-compliance with minimum wage regulations.
2. In the event that Exportsy Sp. z o.o. is charged with any fees related to this matter, the Carrier shall reimburse the amount within 3 days from the date of the request. Exportsy Sp. z o.o. reserves the right to deduct these amounts from the Carrier's receivables, including those not yet due.

GDPR

1. The Client remains the data controller, while the Carrier acts as the data processor to the extent necessary for the performance of the contract.
2. Processing includes personal data of the Client's employees and customers, namely first name, last name, email address, phone number, residential/delivery address, and bank account number.
3. The Carrier undertakes to process data in compliance with applicable laws, particularly GDPR, solely for the purpose of executing the contract and implementing appropriate technical and organizational measures to ensure data security.
4. Data transfer outside the EEA is permitted only to the extent necessary for the execution of the contract. Any data protection breaches must be reported by the Carrier to the Client within 36 hours of their detection.
5. Upon termination of the contract, the Carrier is obliged to delete or return the data within 180 days, unless legal provisions require further retention.
6. The Carrier is liable only for damages resulting from its own willful misconduct or negligence, with liability limited to actual damages. The Client is responsible for satisfying third-party claims.
7. Jurisdiction for disputes arising from data processing is determined by the Carrier's registered office.



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