

General Terms and Conditions of Road Transport for FamilijŃ Sp. z o. o.

These General Terms and Conditions of Road Transport for FamilijŃ Sp. z o. o. apply to transport contracts concluded between FamilijŃ Sp. z o. o. with its registered office in Katowice, at ul. Źelazna 17D - registered in the Register of Entrepreneurs of the National Court Register kept by the District Court Katowice-WschŃd, 8th Commercial Division of the National Court Register, under KRS number 0001036010, with NIP number 6343023736, and entities engaged in commercial road transport of goods

§ 1 [Definitions]

The following meanings should be assigned to the terms appearing in the General Terms and Conditions of Cooperation:

1. Loading activities - Shipment's loading on the vehicle and Shipment's unloading from the vehicle:
 - a. Loading - all activities aimed at placing the Shipment inside the provided Vehicle, taking into account the correct arrangement of the Shipment inside the Vehicle
 - b. Unloading - all activities aimed at unloading the Shipment from the Vehicle.
2. Transport document - a document or documents constituting proof of acceptance Shipment for Transport as well as the course and performance of the Transport.
3. Commercial document - a document concerning the goods or items covered by the Shipment, not directly related to the Transport, not being a Transport Document or a document required for the performance of the Transport by special provisions.
4. Transport unit - EUR pallet, other pallet, container, carton, package, etc., which on or inside the transported goods or items are located.
5. GTC - "General Terms and Conditions of Road Transport for FamilijŃ Sp. z o.o.
6. Vehicle - a motor vehicle, trailer or semi-trailer, as well as a combination of vehicles (a motor vehicle with a trailer or semi-trailer),
7. Shipment - goods or other items constituting the subject of the Transport, accepted for Transport on the basis of the Transport Document, packed and placed on or inside the Transport Unit. A Shipment may consist of one or more Transport Units
8. Carrier – an entrepreneur engaged in road transport of goods.
9. Transport - road transport of the Shipment entrusted by FamilijŃ to be performed to the Carrier in whole or in part, on the terms and in the manner provided for in the Agreement and these GTC
10. Domestic transport - Transport of the Shipment, during which the border of the Republic of Poland is not crossed, the place of origin and the place of delivery as well as the entire route of transport are located on the territory of the Republic of Poland.
11. International Transport - Transport of the Shipment, during which the border of the Republic of Poland is crossed.
12. Cabotage transport - Transport of the Shipment in a country other than the country which is the seat of the Carrier, during which the border of the country in which the transport is carried out is not crossed, the place of origin and the place of delivery as well as the entire route of transport are located on the territory of that country.
13. Cross-trade transport - Transportation of the Shipment from one country to another, where the place of origin and place of delivery as well as the entire route of transport are outside the territory of the country where the Carrier's seat is located.
14. FamilijŃ – company FamilijŃ Sp. z o.o
15. Sprzět – items intended for the performance of Services, entrusted to the Carrier by FamilijŃ.
16. FamilijŃ website – website available at www.familijŃ.com.
17. Agreement - Agreement (including attachments) concluded between FamilijŃ and the Carrier, specifying the framework rules of cooperation in the scope of road transport by the Carrier for FamilijŃ.
18. Additional service - a service performed on the occasion of and in connection with the Carriage.
19. Services - Transportation and Additional Services.

§ 2 [Subject and scope of application]

1. The GTC specify the rules of cooperation in the provision of Services by the Carrier to Familijö.
2. The GTC apply to the extent not regulated in the Agreements.

§ 3 [Basic principles of cooperation between the Parties]

1. Familijö is not obliged to provide the Carrier with a specific number of Transports, a specific number of kilometers traveled in connection with the performance of Transports or a specific number of Shipments.
2. Carries is obliged to:
 - a. Being in full standby to provide the services
 - b. ensuring Familijö priority in the performance of Services, which means in particular that the Carrier is obliged to refrain from providing transport services to other entities, if this could prevent or hinder the proper performance of Transports or Additional Services
 - c. The Carrier shall immediately inform Familijö of any circumstance preventing him from one-time, temporary or permanent performing the Services
 - d. As an independent entrepreneur, The Carrier - is obliged to independent work organization (own, his employees' co-workers), ensuring the possibility of proper, continuous performance of the Services
 - e. The Carrier is obliged to perform the Services independently. Without the consent of Familijö, the Carrier may not entrust the performance of the Services, in whole or in part, to a third party.
 - f. The Carrier is responsible for the acts and omissions of persons with whom it performs the Services, as for its own acts and omissions.
 - g. The Carrier and the drivers with whom the Carrier performs the Services are not authorized to make or accept declarations of will on behalf of Familijö, in particular in relations with Familijö's customers.
 - h. When performing the Services, the Carrier complies with the provisions of international and national law, in particular the provisions governing: rules of the road, rules for road transport, driving periods, breaks, rest periods, drivers' working time and environmental protection. The Carrier also undertakes to comply with the minimum wage regulations of the countries where its employees work for the purpose of Carriage. In particular, the Carrier is obliged to immediately submit appropriate documents, which will show that the minimum wage has been paid to the employees of the Carrier participating in the performance of the Transport
 - i. The Carrier is obliged to constantly improve professional qualifications, in particular to participate in trainings organized by Familijö
 - j. The provisions of the GTC specifying the obligations of the Carrier apply accordingly to drivers and other persons with the help of which the Carrier performs the Services

§ 4 [Drivers]

1. The Carrier performs the Services only with the help of drivers who have been approved by Familijö to perform them and who meet the following conditions jointly:
 - a. have the required qualifications and meet the requirements provided for by law, including regulations governing the performance of road transport of goods
 - b. have not been convicted by a final court judgment for intentional offenses against the safety of transport, property, reliability of documents, the environment or other offenses which, in accordance with the provisions of law, preclude the performance of road transport.
 - c. are employed by the Carrier under an employment contract.
 - d. have been reported by the Carrier to perform the Services and accepted by Familijö in the Drivers' Card.
 - e. have been trained by Familijö in the scope of the principles of providing the Services before the commencement of their performance.
2. The Carrier shall immediately withdraw the driver from the performance of the Services if any of the conditions listed in § 4 sec. 1. Withdrawal of the driver should take place in the form of a written statement submitted by the Carrier

3. Provisions of § 4 sec. 2 shall apply accordingly if FamilijŌ requests the withdrawal of a given driver from the performance of the Services.
4. At each request of the FamilijŌ, the Carrier submits original documents concerning individual drivers, confirming the fulfillment of the conditions specified in § 4 section 1 (FamilijŌ does not make copies of these documents).
5. The Carrier and the drivers with whom the Carrier performs the Services are required to have neat and clean uniforms, ID badges, polite behavior towards FamilijŌ customers, their employees and all other persons with whom they come into contact in connection with and during the performance of the Services, as well as to comply with the order and internal regulations in force at the FamilijŌ facilities and facilities where the Services are performed, including loading activities, in particular the ban on smoking outside designated areas.
6. The provisions of § 4 shall apply accordingly to the Carrier who performs the Transport personally.

§ 5 [Vehicles]

1. The Carrier performs the Services only with the use of Vehicles that have been approved by FamilijŌ for their performance and that meet the following conditions jointly:
 - a. are the property of the Carrier or are covered by another legal title to which the Carrier is entitled, ensuring constant and free use of the Vehicle
 - b. meet the requirements provided for by law, including the provisions governing the rules of the road and the rules of road transport of goods
 - c. have been reported by the Carrier to perform the Services and approved by FamilijŌ
2. If the conditions specified in par. 1, FamilijŌ and the Carrier agree on the conditions for the provision of Services using a given Vehicle.
3. The Carrier is obliged to mark each Vehicle at its own expense by placing the logo and other FamilijŌ markings on it, unless it releases the Carrier from this obligation in relation to a given Vehicle. The marking should be made by the contractor indicated by FamilijŌ and according to FamilijŌ's instructions. The Carrier may not place any other markings on the marked Vehicle.
4. A vehicle marked with the FamilijŌ logo and markings cannot be used to provide transport services to other entities
5. The Carrier is obliged - not later than within 7 days from the date of termination of the Agreement - to remove from the Vehicle all elements of the logo and markings referred to in § 5 section 3, and present the FamilijŌ Vehicle within this period. The provisions contained in the previous sentence shall apply accordingly in the event of discontinuation of the use of the marked Vehicle to perform the Services.
6. The Carrier maintains the Vehicle in proper technical condition and takes care of its clean and aesthetic appearance.
7. Each Party has the right to withdraw the Vehicle from the performance of the Services, based on a written statement submitted to the other Party, three months in advance. The provisions of the previous sentence do not apply if the Carrier provides services to FamilijŌ using one Vehicle, in which case the withdrawal of the Vehicle is tantamount to termination of cooperation and it is necessary to maintain the mode of termination of the Agreement.
8. It does not require the procedure provided for in § 5 section 7 withdrawal of a Vehicle which:
 - a. Had to be used to perform the Services only for a specified period of time, if the withdrawal of such a Vehicle results from the expiry of the agreed period of its use.
 - b. suffered an accident as a result of which the Vehicle is not suitable for further operation. The carrier is obliged to provide full documentation confirming the occurrence of such an accident.
9. If it is found that the Vehicle does not meet the requirements provided for in § 5 - FamilijŌ is entitled, at its discretion, to:
 - a. temporarily suspend the use of the Vehicle for the purposes of performing the Services, until the irregularities are removed; or
 - b. demand immediate withdrawal of the Vehicle from the performance of the Services, without the need to comply with the procedure and deadline specified in § 5 section 9.
10. Introduction of a new Vehicle during the term of the Agreement, with the use of which the Services would be performed, requires in each case the procedure provided for in § 5 section 1 GTC.

§ 6 [Vehicle Equipment]

The Carrier is obliged to equip, at its own expense, each of the Vehicles used to provide the Services with Equipment and devices - Required equipment.

§ 7 [Entrusting the performance of Services]

1. FamilijŌ entrusts the Carrier with the performance of Services in the form of instructions given in writing, via e-mail, orally or by phone. FamilijŌ's instructions, regardless of the form in which they are given, are binding. In the event of receiving contradictory instructions - the instruction issued later repeals in whole or in part the instruction issued earlier.
2. The Carrier is obliged to immediately notify FamilijŌ of the impossibility of providing the Vehicle or the inability to perform the entrusted Transport and provide the reason for such a state of affairs. This does not exclude its liability for the lack of readiness to perform the Services.

§ 8 [Basic principles of performing the Services]

1. The Carrier is obliged to perform the Services in accordance with FamilijŌ's instructions, the content of the Shipping Documents, the provisions of the Agreement and the GTC, legal regulations and with due diligence resulting from the professional nature of the business.
2. When performing the Transport, the Carrier is obliged in particular to:
 - a. check the number of Transport Units that make up the Shipment in terms of compliance with the content of the Transport Document on the basis of which the Transport is to be performed. In the event of discrepancies, as well as in the absence of the possibility to check the number of Transport Units, the Carrier is obliged to notify FamilijŌ and make annotations in the Transport Document confirming the discrepancies or the inability to check and its reason, and obtain confirmation of this annotation from the sender (shipper) .
 - b. check the external condition of individual Transport Units constituting the Shipment and their packaging. In the event of irregularities, in particular, violation of the outer packaging, damage to the Parcel or lack of proper packaging of the Parcel, as well as in the event of the inability to check the external condition and packaging of the Transport Units, the Carrier is obliged to notify FamilijŌ and, as the case may be, refuse to accept the Parcel for transport or in the content of the Transport Document, annotation about the irregularities found or the inability to check and the reason for it, and obtain confirmation of this annotation from the sender (shipper).
 - c. perform the Loading and/or Unloading of the Shipment if instructed to do so by FamilijŌ. In each case, the Carrier is obliged to actively participate in the Loading and Unloading of Shipments (e.g. by operating devices enabling Loading and Unloading) and provide assistance and instructions to persons performing these operations
 - d. properly arrange and secure the Parcels in the cargo space of the Vehicle and ensure the Carriage of the Parcel without damage (damage, losses)
 - e. ensure proper completion of the Transport Documents, and if the Transport Documents have been completed by the sender - check the correctness and completeness of their completion and follow the instructions regarding the Shipment and Commercial Documents and other documents issued with the Shipment
 - f. immediately report to FamilijŌ any obstacles in the Carriage or the release of the Shipment that prevent the performance of the Carriage or the release of the Shipment in accordance with the content of the Transport Document.
 - g. comply with the FamilijŌ's instructions given during the Carriage
 - h. provide the Vehicle for Loading in a timely manner and perform the Transport, taking into account the agreed hours of avisation.
 - i. immediately inform FamilijŌ of any case of damage to the Shipment (deficiency, damage, loss of the Shipment) or delays in the Transport and draw up a protocol documenting the proper condition of the Shipment, the circumstances of the occurrence and disclosure of the damage and the established or alleged causes of its occurrence.

- j. handle the Shipment in accordance with FamilijŌ's instructions issued in the event of refusal to accept the Shipment by the recipient.
 - k. obtain confirmation of acceptance of the Shipment by the recipient in the content of the Transport Document and the Commercial Document attached to the Shipment or Transport Document for this purpose, and in the event of refusal to accept the Shipment - make an annotation in the content of the Transport Document about the refusal to accept the shipment and its reason. Confirmation of receipt of the Parcel consists in the recipient's legible signature, together with the recipient's company seal and indication of the date and time of delivery.
 - l. provide real-time (i.e. at the time of occurrence of a given circumstance) information on the current status of the Services (e.g. arrival at the Sender, start of Loading, end of Loading, departure from the Sender, etc.) and information specifying the status of the shipment after its collection and delivery (e.g. picked up / missed, delivered / undelivered) as well as provide additional information at FamilijŌ's request
 - m. provide FamilijŌ, after each Transport, with a set of documents related to its performance - including in particular Transport Documents and Commercial Documents confirmed by the recipient of the Shipment - no later than on the 7th day after the date of delivery of the Shipment to the recipient or in accordance with the specific requirements of customers, which the Carrier will be informed by FamilijŌ
3. The Carrier is not allowed to change the manner of performing the Services, in particular in terms of the place of delivery, without prior instruction from FamilijŌ
 4. The Carrier is obliged to exercise the utmost care and take all necessary precautions to protect the Shipments against damage, including against events bearing the hallmarks of a crime or offence.
 5. The Carrier is obliged to leave the Vehicle together with the Shipments only in places that ensure maximum security, i.e. in a permanently fenced, closed, supervised and illuminated area or in car parks located along the transport route at a motel, hotel, 24-hour gas station or customs office. Under no circumstances may the Carrier leave the goods constituting the subject of the Carriage unattended.
 6. The Carrier is obliged to immediately inform FamilijŌ of the impossibility of providing the Vehicle at the place of dispatch or the inability to perform the entrusted Transport and provide the reason for such a state of affairs. In the event of a breach of the obligation specified in the previous sentence, the Carrier shall pay, upon request and to FamilijŌ, a contractual penalty in the amount specified in Attachment _ to the Agreement

§ 9 [OC Insurance]

1. The Carrier is obliged to have and maintain third party liability insurance that meets the requirements set out in Appendix _ to the GTC - "Carrier's third party liability insurance". In particular, the Carrier is obliged to pay insurance premiums on time and maintain insurance continuity by renewing insurance policies before their expiry dates.
2. On the date of signing the Agreement, the Carrier is obliged to submit a written statement according to the template contained in Appendix _ to the GTC - "Carrier's third party liability insurance", to which a photocopy of the current Carrier's third party liability insurance policy will be attached.
3. Regardless of the declaration provided for in § 9 sec. 2, the Carrier is obliged to submit, at each request of the FamilijŌ, original documents confirming the performance of the obligations referred to in § 9 sec. 1 and 2, in particular such as: applications for the conclusion of an insurance contract, insurance policies, general terms and conditions of insurance, proofs of payment of insurance premiums or individual installments of the insurance premium.

§ 10 [Carrier's Liability]

1. The Carrier is liable for any damage resulting from non-performance or improper performance of the Services in accordance with the law, subject to section 2 - 4 below.
2. The Carrier is obliged to indemnify Familijō from any liability towards third parties (including in particular towards Familijō customers, senders and recipients of Shipments) as well as to repair any damages and reimburse all costs and expenses incurred by Familijō as a result of claims raised by third parties (including in particular by the customers of Familijō senders and recipients of Parcels), in connection with non-performance or improper performance of Services by the Carrier, including in particular in connection with damage to the Parcel or delay in the Transport performed by the Carrier.
3. If the Transport cannot be performed, the Carrier is obliged to cover all costs incurred by Familijō in connection with ensuring the further performance of the Carriage, in particular the costs of engaging a substitute carrier. The liability of the Carrier referred to in the preceding sentence is of a guarantee nature and is not dependent on the fault of the Carrier. The Carrier may provide a substitute carrier on its own, provided that the involvement of a substitute carrier requires the prior consent of Familijō. In a situation where the Carrier delays in providing a replacement carrier to such an extent that it is unlikely that it will be able to ensure further performance of the Transport, Familijō has the right to engage a replacement carrier and demand that the Carrier cover the costs of replacement performance
4. For damage caused by the Carrier in connection with the movement of the Carrier's enterprise or the movement of the Vehicle, the Carrier is directly liable to the injured persons (including: Familijō, Familijō customers or third parties). The provision of the previous sentence applies in particular to damages consisting in damage to infrastructure, facilities, barriers, barriers, ramps, gates of other vehicles, etc. The Carrier is obliged to release Familijō from any liability towards third parties as well as to repair any damage and reimburse all costs and expenses incurred by Familijō as a result of claims raised by third parties in connection with the movement of the Carrier's enterprise or the movement of the Vehicle
5. Whenever the Contract or other agreement concluded between Familijō and the Carrier stipulates a contractual penalty for breach of a specific obligation, Familijō is entitled to claim supplementary compensation on general terms, if the damage incurred as a result of the breach of the obligation exceeds the stipulated contractual penalty.
6. Familijō does not bear any responsibility for the consequences of the violation by the Carrier or drivers by means of whom the Carrier provides transport services of the law. The consequences of violating the law, in particular in the form of criminal, administrative, penal, fiscal, order and financial liability (financial penalties and fines) affect only the Carrier or drivers who have committed violations. The Carrier is obliged to repair any damages and reimburse all costs and expenses incurred by Familijō as a result of a violation of the law by the Carrier or drivers using whom the Carrier provides transport services.

§ 11 [Equipment]

1. During the term of the Agreement, Familijō may entrust the Carrier with Equipment, in particular such as: semi-trailers, trailers, containers, etc.
2. The Equipment will be handed over to the Carrier on the basis of a Handover Protocol or a Control Sheet, which will include, in particular, the type, description and condition of the Equipment being issued. The Carrier is obliged to report any comments regarding the condition of the Equipment in the Equipment Handover Protocol. It is presumed that defects, damages, destructions not disclosed in the content of the Control Sheet - and discovered or reported after the equipment was handed over to the Carrier - were caused by the Carrier. The parties may conclude separate agreements regarding the transfer of Equipment to the Carrier
3. The Carrier is obliged to use the Equipment entrusted to him only for the provision of Services. In particular, the Carrier may not transfer or make the Equipment available to third parties.
4. The Carrier is obliged to use the Equipment entrusted to him in accordance with its intended use, properties and care to ensure that it is maintained in a non-deteriorated condition.
5. Familijō may demand the return or presentation of the entrusted Equipment at any time, and the Carrier is obliged to immediately - not later than within 3 days - from the date of the request, according to the content of the request: return the Equipment or show the Equipment

6. In case of termination of the Agreement, the Carrier is obliged to return the Equipment no later than on the date of termination of the Agreement.
7. The return of the entrusted Equipment takes place on the basis of a return protocol, which specifies its condition at the time of return.
8. The Carrier bears full responsibility for damage to the Equipment arising in the period from the moment of handing over the Equipment to the Carrier to the moment of returning the FamilijŌ Equipment, subject to the provisions of § 12 of the GTC. The Carrier is obliged to reimburse all costs and expenses incurred by FamilijŌ as a result of damage to the Equipment. The Carrier is not responsible for the wear and tear of the Equipment entrusted as a result of proper use, in accordance with its intended use and properties.
9. The Carrier is obliged to notify FamilijŌ in the event of loss, damage or destruction of the entrusted Equipment. The notification should be made immediately, but not later than on the next day on which the Carrier learned or should have learned about the loss, damage or destruction of the entrusted Equipment. The notification should be made in writing and include: a detailed description of the event from which the damage resulted, the type and extent of the damage, as well as actions taken by the Carrier to limit the damage.
10. In case of Vehicles damage, the Carrier is obliged to report to the headquarters of FamilijŌ within 7 days from the occurrence of the damage, in order to prepare the documents required to report the damage to the insurer.
11. The Carrier is not allowed to repair the entrusted Equipment on its own.
12. The Carrier may not use the property entrusted to him to perform services other than those commissioned by FamilijŌ. For each case of using the property of FamilijŌ to perform services other than those commissioned under this contract, the Carrier is obliged to pay a contractual penalty in the amount of 1/10 of the value of the property, calculated at the purchase price. The contractual penalty is payable on the basis of a request for payment.

§ 12 [Vehicles Insurance]

1. In case of Vehicles damages, covered by the motor casco insurance contract, the Carrier may be released from the obligation to repair the damage to FamilijŌ to the extent that the damage is covered by the compensation paid by the insurer
2. If the compensation paid does not cover the damage in full, then the Carrier is obliged to repair the damage in the part not covered by the compensation paid by the insurer. The provision contained in the previous sentence applies in particular to damages not covered in whole or in part due to the limitations provided for in the insurance contract in the form of a deductible, an integral franchise or a deductible.
3. The carrier is obliged to repair the damage in full in case of refusal to pay compensation by the insurer. The Carrier is not entitled to question the insurer's decision, as it is not a party to the concluded insurance contract.

§ 13 [Evaluation of timeliness and quality of services provided]

Timeliness and quality of services provided by the Carrier are subject to constant evaluation by FamilijŌ, in accordance with the provisions of Attachment_ to the Agreement. FamilijŌ is entitled, in particular, to use indicators used to assess the timeliness and quality of Services separately for Services performed with the use of individual Vehicles in individual billing periods.

§ 14 [Remuneration]

1. For the proper performance of the Services, the Carrier is entitled to remuneration on the terms set out in the Agreement.
2. In the event of discrepancies as to the legitimacy or amount of the remuneration, FamilijŌ is entitled to withhold payment of the disputed part of the remuneration until the discrepancies are clarified. The parties undertake to act in good faith in order to promptly clarify discrepancies.
3. If FamilijŌ receives credible and justified information about the circumstances giving rise to a claim for damages by FamilijŌ against the Carrier, FamilijŌ is entitled to withhold the payment of remuneration due to the Carrier to the extent corresponding to the estimated amount of the claim for damages, until these circumstances are clarified between the Parties.
4. FamilijŌ is entitled to deduct from the receivables (claims) of the Carrier, including the remuneration due to the Carrier for the Services, mutual receivables (claims) of FamilijŌ, in particular:
 - a. contractual penalties receivables;
 - b. receivables for damage caused by the Carrier;
 - c. receivables for reimbursement of costs and expenses incurred by FamilijŌ
 - d. receivables arising from other claims of FamilijŌ against the Carrier.
5. Deductions (compensation) may be made in such a way that FamilijŌ's receivables (claims) may be reduced by FamilijŌ by the sum of FamilijŌ's mutual receivables (claims), without the need for FamilijŌ to submit an additional statement in this regard. Mutual receivables (claims) also not yet due will be set off.
6. The transfer of claims (claims) due to the Carrier against FamilijŌ to third parties requires FamilijŌ's consent in writing to be effective, under pain of nullity.

§ 15 [Suspension of Services]

1. If FamilijŌ has a reasonable suspicion that the Carrier has breached its obligations under the Agreement or the law, FamilijŌ is entitled to suspend cooperation, consisting in suspending the entrusting of Transports to the Carrier - until the suspicions are clarified. Suspension of cooperation is justified in particular by the suspicion of circumstances constituting the source of the Carrier's liability in accordance with § 10.
2. The Carrier is not entitled to any claims against FamilijŌ in connection with the suspension of cooperation by FamilijŌ pursuant to § 15 section 1.
3. If the suspicions referred to in § 15 sec. 1, FamilijŌ may, depending on the circumstances, terminate the Agreement or terminate the Agreement with immediate effect without notice.

§ 16 [Additional agreements]

1. in order to facilitate the provision of services by the Carrier, which are the subject of these GTC, FamilijŌ and the Carrier may conclude additional agreements between themselves, as well as FamilijŌ may conclude agreements with third parties in the interest of the Carrier.
2. In the event of concluding the agreements referred to in § 16 section 1, the cases of breach by the Carrier of the obligations arising from these agreements will be treated as a breach of the Agreement. The Carrier will be obliged to repair any damage caused to FamilijŌ or incurred by FamilijŌ in connection with the contracts referred to in § 16 section 1.
3. Provisions of § 16 sec. 1 do not constitute a source of any FamilijŌ obligations to conclude with the Carrier or in the Carrier's interest the agreements specified in § 16 sec. 1, and may not be the source of any claims of the Carrier for the conclusion of such agreements.

§ 18 [Final Provisions]

1. In case of a conflict between the content of the GTC and the content of the Agreement, the content of the Agreement shall be binding for the Parties.
2. In matters not covered by the content of these GTC, the provisions of Polish law, in particular the provisions, shall apply
 - a. Act of November 15, 1984. Transport Law
 - b. Convention on the Contract for the International Carriage of Goods by Road (CMR) of May 19, 1956.

3. Its attachments constitute an integral part of the GTC
4. The GTC and appendices to them do not constitute an offer within the meaning of the provisions of the Civil Code.
5. FamilijŌ reserves the right to make changes to the GTC, repeal these GTC and issue new GTC in their place - at any time and at its discretion. Changes to the GTC:
 - a. will be published on the FamilijŌ Website or will be made available to the Carrier in another appropriate way. In the case of publishing on the FamilijŌ Website, FamilijŌ shall notify the Carrier of such changes in advance.
 - b. they bind the Carrier if the Carrier fails to terminate the Agreement with 1 month's notice within 2 weeks of publishing the changes or making them available to the Carrier in another appropriate manner; during the notice period, the GTC in their current wording shall apply; the declaration on termination must be made in writing.
 - c. apply to road transport services of freight consignments ordered after the expiry of the deadline indicated in point b. above for the Carrier to submit a statement on termination of the Agreement with notice.
6. The GTC are publicly available at the headquarters of FamilijŌ, and in addition, the content of the GTC is published on the website of FamilijŌ. Changes to the GTC will be made available in the manner specified in section 5 above.
7. The parties undertake to seek to resolve any disputes that may arise in connection with the implementation of the provisions of these GTC by negotiation. Disputes that cannot be resolved through negotiations will be considered by common courts competent for the seat of FamilijŌ
8. The GTC take effect on June 14, 2023