

MOTORCYCLE TRANSPORTATION AGREEMENT

This Agreement is entered into this day of in Warsaw between:

..... residing in holder of the
_____ ID issued by _____, hereinafter referred to as the Shipper

And

Advfactory.com Krzysztof Samborski, with seat in Warszawa, ul. Mazowiecka 11/49, zip code 00-052, NIP 6941077972, hereinafter referred to as the Carrier.

The Shipper and the Carrier shall be hereinafter commonly referred to as the Parties.

§1.

The Carrier undertakes to transport the parcel (hereinafter referred to as the Parcel) consisting of the Vehicle (make and model) _____, VIN number _____, registration number _____, hereinafter referred to as the Vehicle, and luggage included in the "List of Items", hereinafter referred to as the Luggage. The „List of Items" constitutes an integral part of this Agreement.

The Parcel is to be transported from Bishkek, Kyrgyzstan.

to

.....

§2.

The Parcel shall be delivered to Bishkek
by ____ 2025 ____ (date).

§3.

The Sender shall provide the Carrier with the Shipment along with all the documents specified by the Carrier in email correspondence at the following address in Ciechanów: Autoland warehouse, ul. Mleczarska 15, 06-400 Ciechanów, no later than 5 days before the shipment packaging date, unless the Parties agree on a different date and explicitly confirm it in email correspondence.

The permitted luggage specified in the "List of Items" shall be packed by the Sender into bags and/or cases, which the Sender shall visibly label with the motorcycle's registration number.

The motorcycle handed over for transport must be clean. It is the Sender's responsibility to prepare photographic documentation of the shipment, which will serve as the basis for any claims regarding damage during transport.

It is strictly prohibited to send alcohol, tobacco products, any weapons, medicines, or other prohibited substances along with the motorcycle.

If customs authorities discover the transport of the aforementioned items, the Sender will be charged a financial penalty if such a penalty is imposed on the Carrier by the customs authorities.

§4.

The Carrier will transport the Parcel providing suitable shipment for this type of cargo [sea container / land transportation]. The Carrier undertakes to exercise due diligence in all activities related to the shipment of the Parcel.

§5.

The Carrier obliges to perform all necessary customs clearance and other factual and legal activities related to the shipment of the Parcel to the destinations listed hereinabove, in order to deliver the Parcel to the Shipper. The Shipper will issue appropriate authorization to the Carrier and third parties designated by the Carrier. Potential costs of issuing the authorization, including translations and notary costs, shall be borne by the Shipper. These costs are not included in and shall not be deducted from the Remuneration specified in § 6 hereof.

§ 6.

The Shipper hereby obliges to bear all costs of the service specified in § 1 hereof, 1050 EURO, hereinafter referred to as Remuneration. The given amount of Remuneration is a gross amount.

The Remuneration shall be made according to the following rules:

- an advance of EUR 400 shall be paid immediately upon signing this Agreement,
- the remaining sum EUR 650 shall be paid no later than 15.05.2025

The Remuneration shall be paid by bank transfer to the following Carrier's account:

Krzysztof Samborski
Advfactory.com

PL31116022020000000497530512

SWIFT: BIGBPLPW

Bank Millennium S.A.

Poland, Warsaw

§ 7.

The Carrier hereby obliges to insure the Parcel for the whole transportation period, excluding the Luggage, as specified in § 10 hereof. Insurance costs shall be borne by the Carrier. The Shipper hereby declares that the value of the Luggage attached to the Vehicle, referred to in § 1 hereof, shall not be higher than 500 EUR.

§8.

The Carrier is obliged to load and unload the Parcel. The Carrier is liable for any damages caused during the transport of the Parcel.

§ 9.

1. Each delivery of the Parcel to the Shipper shall be acknowledged upon written confirmation of receipt.
2. Prior to delivery of the Parcel, the Shipper is obliged to ensure that the Vehicle is properly prepared for driving, in particular, that the brake pads and the front wheel axle are installed in the appropriate manner. Should the Shipper refrain from submitting comments in this respect to the Carrier, the Carrier shall be released from liability for any assembly irregularities and their consequences, immediately upon the delivery of the Parcel.
3. Should the Carrier fail to meet the delivery date of the Parcel for reasons caused by the Carrier, his liability shall be limited to the amount of Remuneration specified in § 6 hereof.

§10.

As the Carrier is not able to verify the contents of the Luggage and confront them with the "List of Items" referred to in § 1 hereof, the Parties agree that the Carrier shall be released from any liability for any possible damage or loss of the Luggage handed over by the Shipper together with the Vehicle. The Luggage declared in the „List of Items” shall not be covered by transport insurance. The Shipper acknowledges that the Luggage are accepted by the Carrier for transport at the risk and responsibility of the Shipper, to which the Shipper hereby consents. Should this provision of the Contract be inconsistent with the mandatory provisions of law, the Carrier's liability will be limited to the amount referred to in § 7 hereof.

§11.

Upon the delivery of the Parcel by the Carrier, all claims of the Shipper against the Carrier resulting from this Agreement shall expire. This does not apply to claims for invisible damages to the Vehicle. The Shipper hereby acknowledges that all such damages shall be made known to the Carrier within 7 days from the delivery of the Parcel.

§12.

The Carrier has the right to assign its obligations or subcontract part or all services provided under this Agreement to a third party.

§13.

The Shipper has the right to submit a complaint regarding the manner of performing the subject of this Agreement. The procedure and conditions of complaints are specified in the provisions of international agreements and conventions applicable to this Agreement, in particular the Convention on the Contract for the International Carriage of Goods by Road (CMR), issued at Geneva on 19th May 1956.

§14.

The Shipper is not entitled to withdraw from this Agreement as specified in the provisions of the Act on Consumer Rights of 30 May 2014 (Journal of Laws of 2017, item 683). The Shipper may withdraw from this Agreement within 7 days from the date of its conclusion, but no later than on the day preceding the day of the agreed delivery of the Shipment to the Carrier.

§15.

No modification, amendment or waiver of this Agreement or any of its provisions shall be binding and valid unless in writing (and duly signed by both Parties hereto).

§16.

Shipper agrees to indemnify, defend, release and hold harmless Advfactory.com Krzysztof Samborski and agents of Advfactory.com Krzysztof Samborski from and against all losses, damages, liabilities, claims, penalties, fines or other costs including reasonable attorney's fees, made by any third party relating to or arising directly or indirectly from Shipper's use of the service provided by this Agreement or violation of this Agreement.

§17.

Should any term or provision of this Agreement be or become invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

§18.

The Shipper hereby acknowledges that the Carrier shall be excused from any failure to perform its obligations under this Agreement, where such failure is caused by acts of God or the public enemy, severe weather conditions, in particular storms, floods and fires, as well as explosions, strikes, actions of labour unions, civil unrest, war or terrorist acts and attacks.

§19

In matters not regulated by this Agreement, to the extent that the provisions of international agreements and conventions cannot be applied, the relevant provisions of Polish law shall apply, including in particular the Civil Code and the Act of 15 November 1984 Transport Law (Journal of Laws of 1995 No. 119 item 575, with further amendments). The Parties declare that they will strive in good faith to resolve any disputes arising under this Agreement in a consensual manner through negotiation. Any disputes arising from this Agreement or in connection with its implementation or interpretation which cannot be resolved in a compromising manner, shall be resolved by a common court with jurisdiction over the seat of the Carrier in Polish language.

§20.

This Agreement was drawn up in two identical counterparts, one for each party. Each of the counterparts shall be deemed an original and the counterparts together shall be considered one and the same document.

Agreed:

.....
Shipper:

.....
Carrier: