

These Terms and Conditions of Services and Liability for ocean freight forwarding (hereinafter referred to as the "General Terms and Conditions") of Schenker sp. z o.o. with its registered office in Warsaw, address: ul. Żwirki i Wigury 16C, 02-092 Warsaw, NIP: 527-010-38-24, EU VAT No: PL5270103824, share capital: PLN 186 294 430, registered in the commercial register of the National Court Register kept by the District Court for the Capital City of Warsaw, under number KRS 0000040104, hereinafter referred to as DB SCHENKER, constitute a contract template within the meaning of the Act of 23 April 1964 Civil Code (i.e. Journal of Laws 2014, No. 121 as amended). The Ordering Party declares to have read the current version of the General Terms and Conditions available, among others, at DB SCHENKER's website www.dbschenker.pl before ordering the service and to accept the General Conditions.

I. Scope of application of the General Terms and Conditions

The General Terms and Conditions shall apply to all contracts, including orders concluded in the field of ocean freight forwarding, including multimodal transports involving ocean freight performed by DB SCHENKER, unless otherwise agreed upon in writing.

II. Scope of services

DB SCHENKER shall organise sea freight or multimodal transport involving sea freight and provide additional services as agreed and as provided for in the General Terms and Conditions. DB SCHENKER shall only provide the services that they have explicitly agreed to perform.

Multimodal transport shall be understood as transportation of cargo using more than one mode of transportation. In particular, multimodal transport may be performed using a container or other intermodal units supplied by the Ordering Party or making a container or other intermodal units available to the Ordering Party.

If it becomes necessary for DB SCHENKER to undertake any activities not previously foreseen, DB SCHENKER shall undertake to perform them upon prior acceptance of the Ordering Party. In cases of urgency, when contact with the Ordering Party is not possible and a delay may cause an irreparable loss, DB SCHENKER may undertake the aforementioned measures without prior consultation at the risk and for the account of the Ordering Party.

III. Basic Services of DB SCHENKER

1. DB SCHENKERcombine - managing transport of general merchandise shipments - Less than Container Load (LCL). Consolidation of goods from multiple suppliers and consignees into a single container;
2. DB SCHENKERcomplete - managing transport of full container loads - Full load Container (FCL);
3. DB SCHENKERprojects - managing transport of unconventional, bulk or oversized cargo (e.g. beyond the standard dimensions of a container). Possible combination of ocean forwarding with other modes of transportation.

IV. Goods whose transportation is restricted and requires separate written contracts.

1. As a rule, DB SCHENKER does not carry the following loads:
 - a. tobacco and tobacco products;
 - b. plants and livestock (animals);
 - c. valuable shipments, (e.g. gold or silver in bars, precious stones, precious jewellery, precious metal objects, valuable works of art);

- d. bonds, transferable commercial papers, or securities of any kind;
 - e. currency, bills and coins;
 - f. drugs and psychotropic substances;
 - g. goods (SENT) subject to the Act of 9 March 2017 on the system of monitoring road transport of goods together with implementing acts or the legal act that shall replace the aforementioned legal acts.
2. The following shipments shall be accepted for transportation only upon separate written contract:
- a. shipments that require specialised rolling stock and handling;
 - b. shipments that require appropriate temperatures for transit;
 - c. food;
 - d. personal property;
 - e. alcohol products;
 - f. weapons and ammunition;
 - g. shipments exceeding the parameters for the services indicated in the General Terms and Conditions;
 - h. shipments, the carriage of which requires separate permits and licenses;
 - i. goods that cannot be consolidated with other goods;
 - j. shipment without adequate packaging to protect the goods during transport;
 - k. shipments without documentation required by specific regulations;
 - l. shipments containing medicinal products that require the application of Pharmaceutical Law and Distribution Good Practices.
3. DB SCHENKER does not transport waste or certain classes of hazardous materials. The transport of dangerous goods is governed by the DB SCHENKER's Terms and Conditions of Dangerous Goods Logistics, available at <https://www.dbschenker.com/pl-pl>.
4. DB SCHENKER shall not be liable for damage resulting from non-compliance with the requirements for the transport of the aforementioned goods unless a separate written contract has been concluded. The obligation to conclude a separate written contract regarding transport of shipments listed in the General Terms and Conditions is not waived in particular when a shipment is accepted for transport, when an entry is made in transport documents or when an order is placed or accepted in a form other than written. In the absence of a written contract, it is assumed that the Ordering Party or the consignor has not provided DB SCHENKER with the necessary information regarding the shipment or the performance of the contract of carriage. DB SCHENKER shall not be liable for any damage resulting from performance of services rendered without a written contract insofar as it is permissible under the mandatory rule of law.
5. In case of lack of a written contract and occurrence of a damage related to the sending of a consignment with goods excluded from transport in the DB SCHENKER network (see list above) or failure to provide DB SCHENKER with necessary data concerning a shipment or execution of the contract of carriage, including the sending of a shipment,

the actual content of which differed from that declared on the consignment note, the Ordering Party or the consignor shall be obliged to repair the occurred damage in the full amount (including among others: damage to DB SCHENKER's vehicles and equipment, damage of other shipment, costs of elimination of environmental contamination).

6. If any service or part thereof provided under these General Terms and Conditions is or becomes prohibited by any law, including, but not limited to, United States law, European Union law or national law, including, but not limited to, anti-terrorism and embargo regulations, DB SCHENKER shall have the right to discontinue the service or part thereof at any time, without notice and without any liability to the Ordering Party.

V. Acceptance and execution of orders

1. Orders should be sent using the templates applied by DB SCHENKER and published at <https://www.dbschenker.com/pl-pl>. An order shall be submitted in writing or electronically (e-mail, Internet) and shall contain a reference to the DB SCHENKER's offer type on the basis of which it is submitted or another document indicating the agreed terms and conditions, subject to the changes in the scope of remuneration stipulated in point VII of the General Terms and Conditions. The parties agree that each order submitted by the Ordering Party must be expressly confirmed by DB SCHENKER in writing or electronically to be effective. A tacit acceptance of an order by DB SCHENKER is excluded. In case DB SCHENKER does not make a quotation prior to the receipt of an order as well as in case of placing an order using a template differing from the one used by DB SCHENKER, the order may be accepted only after DB SCHENKER has accepted the terms of the order in writing or electronically, subject to the General Terms and Conditions referred to in the order confirmation.
2. In case DB SCHENKER confirms an order subject to change, the Ordering Party's failure to object to the content of the order confirmation in writing or by e-mail - within 24 hours of its receipt (excluding Saturdays, Sundays and public holidays according to Polish law) shall mean acceptance of the order for execution under the terms and conditions specified in the order confirmation by DB SCHENKER.
3. The Ordering Party undertakes to specify the parameters of the means of transport in the order, if the shipment type requires non-standard means of transport, as well as when the Ordering Party wishes to order transport in a specific type of cargo unit.
4. The Ordering Party shall deliver the shipment to a location indicated by DB SCHENKER. Acceptance of a shipment for sea freight is made on the basis of a bill of lading/sea waybill.
5. Any differences in shipment data, such as:
 - a. address information;
 - b. shipment parameters;
 - c. additional instructions;should there be any discrepancies between the data provided in the bill of lading/sea waybill and those previously communicated in the order, these must be notified to DB SCHENKER prior to the acceptance of the shipment and confirmed in writing (electronic form is permissible) by DB SCHENKER.

In the event that DB SCHENKER has not been notified of a change, all consequential costs incurred by DB SCHENKER, in particular the costs for delivery to an address other than the delivery address indicated in the order and downtime costs, shall be borne by the Ordering Party.

DB SCHENKER is entitled to refuse the service in case of discrepancies in the shipment data differ and to charge the Ordering Party for the costs incurred.

6. DB SCHENKER informs the consignee about the arrival of the shipment and the possibility of its collection in a notification form. The consignee should collect the shipment on the date indicated by DB SCHENKER. If the consignee does not collect the shipment on the date as indicated, DB SCHENKER will charge the Ordering Party with storage fees according to the rates specified in the Table of Additional Fees and Services available on <https://www.dbschenker.com/pl-pl> or according to the ship owner's rates available on request.
7. The consignee is presumed to have accepted the cargo in accordance with the contents of the bill of lading if the consignee has not informed DB SCHENKER in writing of any deficiency or damage no later than on receipt, and in the case of damage which is not apparent on receipt, no later than three days after receipt of the cargo in question.
8. DB SCHENKER may refuse to hand over the cargo and hold it until the consignee has paid or provided security for the amounts due by the consignee for the carriage of the cargo in question as well as for the share in the loss due to general average and salvage remuneration related to the cargo.
9. If the consignee fails or refuses to collect the cargo, or delays the discharge so that it is impossible to complete the discharge of the vessel in due time, the carrier shall, at the expense and risk of the consignee, discharge the cargo and place it in storage in a storage house or other suitable place.
10. If, within a period of two months from the date of arrival of the vessel at the port of discharge, the cargo placed in storage has not been collected and the carrier has not been paid all the amounts due by the consignee in connection with the shipment in question, DB SCHENKER or the carrier may sell the cargo. The uncollected cargo may also be sold by DB SCHENKER or the carrier before it has been put into storage and before the expiry of the two-month period if it is in danger of spoilage or if its storage requires costs in excess of the value of the cargo or when permitted by mandatory law.

VI. Document

1. In the case of ordering transport of dangerous goods, the Ordering Party undertakes to ensure delivery of all documents and information on the cargo, required by the current provisions of the International Maritime Dangerous Goods Code (IMDG Code) adopted by IMO resolution No. A.714 (17) as IMDG Code (in accordance with the Minister of Infrastructure's Decree of 23 March 2005, Official Journal of the Ministry of Infrastructure 2005.4.28) and undertakes to report, document and mark them with the required captions and labels in compliance with international conventions, using applicable codes, and pack the shipment in a packaging which has the attestation required for shipments of the given type.

2. The transport of shipments containing dangerous goods is governed by the “Terms and Conditions of Dangerous Goods Logistics in DB SCHENKER” available at www.logistics.dbschenker.pl. These General Terms and Conditions shall apply to all matters not regulated by the “Terms and Conditions of Dangerous Goods Logistics in DB SCHENKER”.
3. The Ordering Party shall provide DB SCHENKER or an entity designated by it with any and all necessary documents relating to the transport of the shipment, including documents relating to customs clearance, and shall provide DB SCHENKER with any significant information necessary to render the service.
DB SCHENKER shall not be required to verify whether the documents or information provided are precise, final, and true.
4. The documents referred to in Points 1, 2 and 3 should be forwarded to DB SCHENKER in electronic form, by post or courier with a description of the shipment to which they relate.
5. In the case of commissioning carriage of strategic goods within the meaning of the Act on Foreign Trade with Goods, Technologies and Services of Strategic Importance for National Security as well as for International Peace and Security of 29 November 2000 and the Regulation of the Council (EC) No. 428/2009 of 5 May 2009 setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items (OJ L 134/1 of 29 May 2009) as amended by the Regulation of the European Parliament and of the Council No. 388/2012 of 19 April 2012 (OJ L 129/12 of 16 May 2012) or other legal acts that shall replace the aforementioned acts, the service shall be rendered provided that the Ordering Party sends a copy of the authorisation for export/import of the given goods and that DB SCHENKER obtains an authorisation to render the contracted services (if an authorisation is required). At the same time, DB SCHENKER reserves the right to adjust the rates listed in the Contract by other necessary costs related to the handling of strategic goods. The Ordering Party shall provide the reference number of the goods in compliance with the aforesaid regulations. The absence of the reference number shall mean that the Ordering Party declares that the goods covered by the order are not strategic goods.
6. The transport of shipments containing food commodities is governed by the “Terms and Conditions of Food Commodities Logistics in DB SCHENKER” available at www.logistics.dbschenker.pl. These General Terms and Conditions shall apply to all matters not regulated by the “Terms and Conditions of Food Commodities Logistics in DB SCHENKER”.
7. If the customs declaration for import of goods is not made by DB SCHENKER - the Ordering Party shall send to DB SCHENKER copies of the SAD in writing or electronically (scan) on the day of the customs clearance or on the next day.
8. DB SCHENKER is entitled to check whether the shipment corresponds to the statements of the consignor/Ordering Party on the basis of which the bill of lading/sea waybill was issued.
9. DB SCHENKER shall have the right to unilaterally and obligatorily change the shipment parameters on the consignment note should these differ from the actual status and to

charge the Ordering Party with additional costs and remuneration according to the DB SCHENKER rules.

VII. Setting the price for the service

1. The price for services rendered by DB SCHENKER shall be established on the basis of a quotation by DB SCHENKER which was the basis for the order placed by the Ordering Party and in case of lack of a quotation from DB SCHENKER, on the basis of information sent by DB SCHENKER in the order confirmation. If no remuneration has been specified for a service to be rendered or the need for such a service arises during the performance of the contract, the remuneration specified in the price lists and fees available at <https://www.dbschenker.com/pl-pl> shall apply. In the event that a part of the remuneration is based on a quotation from the actual carrier or other subcontractor and it is not possible to determine the amount of the remuneration at the time of the quotation by DB SCHENKER or of the confirmation of DB SCHENKER's acceptance of the order, the Ordering Party agrees to be charged with the amount of the remuneration including the rate quoted by the actual carrier or other subcontractor whose services DB SCHENKER shall use in connection with the execution of the order.
2. In cases when one of the transportations is by sea, prices for services specified in convertible currencies shall be converted based on the selling rate of mBank S.A. for import on the day preceding a container's arrival to the destination port or on the day before issuing the invoice, and for export on the day preceding a container's departure on a vessel.
3. If DB SCHENKER is required to incur country-specific surcharges, the obligation to pay for which was not known on the date of acceptance of the order for execution (in the exercise of due diligence), the price shall be subject to change at a rate corresponding to the country-specific changes without the need for a contract amendment.
4. Failure to receive a copy of the SAD for importation of goods by the required deadline will result in DB SCHENKER charging VAT for all costs at the currently applicable rate.

VIII. Forms and terms of payment, settlement rules

1. Payment for the service shall be made by the Ordering Party or by the payer designated by the Ordering Party within 14 days from the date of the invoice. In case of the payer's failure to make the payment, the Ordering Party shall be held liable.
2. A payment shall be deemed done once the amount receivable has been credited to DB SCHENKER's account. Any delays with respect to the agreed payment date shall result in DB SCHENKER imposing statutory interest.
3. The remuneration of DB SCHENKER is not subject to any set-off against claims of the Ordering Party against DB SCHENKER.

IX. Liability

1. Under no circumstances shall DB SCHENKER's liability exceed the liability of the actual carrier or the contractual carrier, in accordance with the transport contract and the Convention for the Unification of Certain Rules of Law relating to Bills of Lading made in Brussels in 25 August 1924 amended by the Protocols made in Brussels in 23 February 1968 and 21 December 1979, also referred to as the Hague-Visby Rules (Journal of

Laws of 1937, No. 33, item 258; Journal of Laws of 1980, No. 14, item 48; Journal of Laws of 1985, No. 9, item 26, as amended). DB SCHENKER shall have the right to invoke any and all rights and limitations of liability which may be invoked by the actual or contractual carrier.

In particular, DB SCHENKER's liability for transport services shall not exceed that of the carrier as stipulated in The Great Ocean Line Pte. LTD (TGOL), Singapore, General Terms and Conditions of Liability displayed on the reverse of the bill of lading or at www.logistics.dbschenker.pl.

The Ordering Party declares that it has read and accepts above mentioned General Terms and Conditions of Liability and acknowledges that the service may be subcontracted to The Great Ocean Line Pte. LTD (TGOL), Singapore or other subcontractors, including DB SCHENKER has the right to enter into a transportation contract with the Ordering Party on behalf of The Great Ocean Line Pte. LTD (TGOL), Singapore.

2. In the case of carriage by sea only and if damage occurs during the carriage by sea, DB SCHENKER shall be liable as freight forwarder. If DB SCHENKER is found liable, the extent of its liability shall be no greater than that of the contracting maritime carrier as determined, inter alia, by the liability specified in the waybills of the maritime carrier.
3. In case the damage occurs in multimodal transport during performance of a service using an identifiable mode of transport, DB SCHENKER's liability shall be determined as follows:
 - a. with respect to international road transport services, DB SCHENKER shall have the rights and obligations of an international carrier as stipulated in the Convention on the Contract for the International Carriage of Goods by Road (CMR) of 19 May 1956 (Journal of Laws of 1962, No. 49, item 238) subject to the "Terms and Conditions of Provision of Services by Schenker sp. z o.o. with respect to International Road Forwarding", which are available at <https://www.dbschenker.com/pl-pl/>
 - b. with respect to domestic road transport services, DB SCHENKER shall have the rights and obligations of a domestic carrier as stipulated in the Act of 15 November 1984, Transport Law (consolidated text - Journal of Laws of 2000, No. 50, item 601, as amended) subject to the "Terms and Conditions of Provision of Domestic Services by Schenker sp. z o.o. with its registered office in Warsaw", which are available at <https://www.dbschenker.com/pl-pl/>
 - c. with respect to air transport services, DB Schenker's liability shall not exceed the liability of a carrier pursuant to the Convention for the Unification of Certain Rules for International Carriage by Air made in Montreal on 28 May 1999 (Journal of Laws of 2007, No. 37, item 235) subject to the rules which are available at <https://www.dbschenker.com/pl-pl/>
4. In the case of services other than the transport services, the liability for damage for which DB SCHENKER is liable shall not exceed the remuneration for the service in connection with which the damage occurred.

5. Insofar as the above provisions do not govern DB SCHENKER's liability, DB SCHENKER's liability for destruction, loss, damage to the goods (shipment) shall not exceed:
 - a. 666.67 SDR per package or transport unit or 2 SDR per kilogram of gross weight of the shipment, whichever is greater, subject to letters (b) or (c);
 - b. for shipments to, from or through the U.S. USD 500 per package or transport unit or USD 2 per kilogram of gross weight;
 - c. in any other case EUR 100 per carriage unless otherwise stipulated by mandatory regulations.
6. Compensation for damages other than those referred to in Point 5, including delay in delivery, shall be calculated substantially and in the amount as provided for in the applicable law (in particular the Hague Rules, the Hague-Visby Rules, COGSA) with the proviso that, unless otherwise stipulated by mandatory law, DB SCHENKER's liability shall not exceed the amount of remuneration for the service in connection with which the damage has occurred.
7. In any case, DB SCHENKER's liability for a service they provide shall be limited to the actual damage (*damnum emergens*) without lost profits (*lucrum cessans*) and other indirect or consequential damage, regardless for the basis for the claim - contract (*ex contractu*) or tort (*ex delicto*), unless otherwise stipulated in the mandatory rule of law.
8. DB SCHENKER shall not be liable for any events caused by force majeure. In the event of occurrence of force majeure, the forwarding and logistics service rendered for the Ordering Party shall be suspended for the duration of the force majeure circumstances. Force majeure is an event which could not have been foreseen despite due care required in professional service provision, which is external both with respect to DB SCHENKER and to the Ordering Party and which the Parties could not have countered despite due care. Force majeure events within the meaning of these General Terms and Conditions include in particular: war, martial law, riots, disturbances, revolutions, strikes, blockades of roads or other commonly used entry or exit points, natural disasters, including floods, earthquakes, epidemics, atmospheric conditions and other natural events whose intensity deviates from the average scale in a given period and which make it impossible to provide the services.
9. The Ordering Party shall be responsible for the correctness of data and declarations concerning the goods which they or another entity acting on their behalf or for them (in particular, the sender) provides to DB SCHENKER. The Ordering Party shall be liable for any damage occurring to DB SCHENKER or any other person to whom DB SCHENKER is liable due to imprecision, incorrectness, or incompleteness of data and declarations provided by the Ordering Party or another entity. The Ordering Party shall compensate DB SCHENKER for damage incurred in particular as a result of:
 - a. provision of incorrect, unclear, or incomplete information concerning the goods;
 - b. improper packaging or labelling of the goods;
 - c. improper loading onto or placing of goods in the transporting unit;
 - d. harmful properties of the goods which DB SCHENKER could not have foreseen;

- e. errors committed by the Ordering Party which forced DB SCHENKER to pay customs duty, a tax, or provide a security.
10. The Ordering Party shall be liable for the actions of any person designated by the Ordering Party to participate in service provision, in particular for the actions or omissions of the sender or the consignee, if the Ordering Party designated them to DB SCHENKER as participants of order performance or if their participation results from the nature of the order.
11. DB SCHENKER reserves the right of lien on a shipment in accordance with the provisions of the Civil Code applicable to freight forwarding.

X. Complaints

1. Complaints shall be handled in accordance with the law and the documents indicated in Point IX of these General Terms and Conditions.
2. Complaints addressed to DB SCHENKER shall be submitted in writing and without delay, within the time limits stipulated by the respective legal regulations, to the DB SCHENKER Customer Service Department where the order was accepted.
3. The basis for initiating a complaint procedure is a letter complaint specifying:
 - a. the date the complaint was made
 - b. name of the complaining entity or data of the complaining person and address;
 - c. title for the complaint with substantiation, object of the complaint;
 - d. the shipment's reference number assigned by DB SCHENKER or the type and number of the transport document;
 - e. the amount of the claim with an indication of the basis for the calculation;
 - f. gross weight of the damaged/lost shipment;
 - g. current bank account number;
 - h. list of attached documents;
 - i. signature of the complainant.
4. The following documents should be enclosed to the letter of complaint:
 - a. original waybill, bill of lading, rail, air or other transport document or a certified copy thereof - depending on the type of transport;
 - b. original commercial invoice or certified copy or other document confirming the value of the shipment in accordance with applicable law;
 - c. packing list attached to the commercial invoice, specifying the type of goods, quantity, weight of packages;
 - d. damage report, if any;
 - e. copies of the SAD - if applicable;
 - f. additionally, in case of damage to a shipment: documents confirming the size and type of damage and possible mitigating steps;
 - g. photographic documentation confirming the extent of damage together with time and date when the photographs were taken;

- h. assignment of rights if the complainant is not the only person authorised to assert claims.
5. Until DB SCHENKER has made a decision on whether or not to accept the claim, the Ordering Party is obliged to secure the shipment.
6. Complaints shall be considered by DB SCHENKER within 30 days of receipt of all documents and information relating to the service complained of.
7. After DB SCHENKER has investigated the complaint, they shall inform the complainant in writing how the complaint has been handled.
8. Submission of a complaint shall not authorise the Ordering Party to set off any amounts due by DB SCHENKER against the amounts due to DB SCHENKER.
9. During complaint examination, DB SCHENKER shall have the right, if they see so fit, to request that the owner of goods transfer the ownership title to DB SCHENKER and pay a compensation equal to the replacement value of the goods.

XI. Trade Regulations

1. The export, import, and re-export of goods and/or the provision of related services may be subject to trade laws and regulations validly enacted by a competent authority ("Trade Regulations"), which may inter alia include EU and U.S. export laws and regulations. Each Party warrants and represents that, in the fulfillment of its obligations under the Agreement it complies and will continue to comply with all Trade Regulations applicable to it, which may include, but not be limited to sanctions requirements, antiboycott restrictions, and restricted party screening in export, customs, import, and in-country activities.
2. The Ordering Party is responsible for determining whether the goods are subject to such Trade Regulations and will obtain all necessary licenses, approvals, authorizations, and/or exemptions thereto and will provide DB SCHENKER with all relevant information. DB SCHENKER may reasonably request for review of compliance with Trade Regulations before performing respective Services.
3. DB SCHENKER reserves the right to suspend the provision of Services without any liability in cases where any trade restrictions apply, are newly imposed/ re-imposed, or amended.
4. The Ordering Party acknowledges that DB SCHENKER is not obligated and will not provide services relating to goods for internal repression, ITAR goods, and/or military goods and warrants to not hand over such goods to DB SCHENKER for the provision of services.
5. The Ordering Party hereby states that it has no relationship with the persons or entities with whom business transactions are forbidden by Polish or international regulations and that they are not placed on the list of entities with whom business transactions are forbidden by such regulations. If the above statement is untrue, or there are grounds to suggest the foregoing, DB SCHENKER is entitled to immediately discontinue the cooperation with the Ordering Party without any compensatory damages.

XII. Data protection information clause

In compliance with Article 13(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), Schenker sp. z o.o. would like to inform you that:

1. The Data Controller of the Ordering Party's personal data is Schenker sp. z o.o. with its registered office at ul. Żwirki i Wigury 16C, 02-092 Warsaw.
2. The Ordering Party's personal data will be processed for the following purposes and on the following legal bases:

| Purpose of data processing | Legal basis for data processing |
|---|---|
| Conclusion and performance of the order/cooperation contract concluded between the Ordering Party and the Data Controller | 1. Article 6(1)(b) of the GDPR (processing is necessary for the performance of a contract to which the data subject is party) |
| Handling complaints | 2. Article 6(1)(b) of the GDPR (performance of a contract) 3. Article 6(1)(c) of the General Data Protection Regulation (legal obligation) |
| Contacting the Ordering Party to measure the satisfaction of the controller's clients | 4. Article 6(1)(f) of the General Data Protection Regulation (legitimate interests – building a positive image of the company) |
| Pursuing claims and taking debt collection measures | 5. Article 6(1)(f) of the General Data Protection Regulation (legitimate interests – pursuing claims, taking debt collection measures) |
| Direct marketing (sending commercial information), including profiling; | 6. Article 6(1)(f) of the General Data Protection Regulation (legitimate interests – promoting goods and services offered by the Data Controller) |

3. The recipients of the Ordering Party's personal data may be companies providing carriage and loading services, postal services, customs agencies, shipment recipients, companies providing document and media destruction services, companies providing management and storage services for documentary resources, companies providing legal and tax services as well as debt collection services, and also companies providing accounting services.
4. The Ordering Party's personal data shall not be transferred to third countries (i.e. countries outside of the European Economic Area) and/or international organisations.
5. The retention period for the Ordering Party's personal data to be gathered by Schenker sp. z o.o. shall depend on the purpose for which the data are collected, in line with the following rules:
 - a. term of the cooperation agreement – in the case of data processing for the purpose of conclusion and performance of the order/cooperation agreement;
 - b. period of time necessary to examine a complaint – in the case of data processing for the purpose of handling complaints;

- c. until the dispute is resolved / the parties have been settled, having regard to the relevant claim prescription dates – in the case of data processing for the purpose of pursuing claims and taking debt collection measures; until the Ordering Party's objection – in the case of data processing for the purpose of measuring the satisfaction of the controller's clients and direct marketing (sending commercial information);
 - d. after the lapse of the periods indicated in letters (a) - (d), for as long as legal regulations require data retention or until the prescription of potential claims.
6. In the context of personal data processing, the Ordering Party shall have the following rights:
 - a. right to request that the controller grant them access to their personal data, to rectify it and limit its processing;
 - b. right to data portability – in the case of data processing for the purpose of conclusion and performance of the cooperation agreement and handling complaints;
 - c. right to object – in the case of data processing for the purpose of measuring satisfaction and direct marketing (sending commercial information), including profiling;
 - d. right to lodge a complaint with the supervisory authority (President of the Personal Data Protection Office), if they believe that processing of the Ordering Party's personal data violates the General Data Protection Regulation.
7. The provision of personal data by the Ordering Party is a condition for entering into a contract. The consequence of failure to provide data is the inability to establish or continue cooperation between
the Ordering Party and the Data Controller. The provision of data for the other purposes specified in point 2 is voluntary but necessary for their achievement.

XIII. Additional provisions

1. If DB SCHENKER undertakes to carry a shipment as defined in the Act on the System of Monitoring Road Transport of Goods of 9 March 2017 together with executive regulations thereto or the legal document which may replace the above (further referred to as "Act"), the Ordering Party shall comply with the Act and DB SCHENKER's "Principles of Handling Consignments Subject to the Monitoring Road and Rail Transport of Goods System Act", which are available at DB SCHENKER's website: <https://www.dbschenker.com/pl-pl> and which form part of these General Terms and Conditions.
2. By placing and accepting an Order or concluding a contract in another form, DB SCHENKER and the Ordering Party shall conclude a contract of entrustment of personal data for the period corresponding to the period of cooperation under the General Terms and Conditions determined in the Principles of entrustment of personal data processing between DB SCHENKER and the contracting party, available on the DB SCHENKER website www.dbschenker.pl which are an integral part of these General Terms and Conditions.

3. All disputes arising in connection with the conclusion of the contract and the performance of services by DB SCHENKER shall be considered by the common courts of competent jurisdiction at the seat of DB SCHENKER.
4. The Ordering Party warrants that throughout the period of cooperation with DB SCHENKER they shall have continuous access to the internet and agrees to obtain the current version of the General Terms and Conditions and any other standard general terms and conditions of service, standard price lists and fees, delivery timetables, regulations and information referred to in these General Terms and Conditions or not referred to therein but whose application stems from service provision, on their own, from the information published at www.logistics.dbschenker.pl. DB SCHENKER declares that they shall, on each amendment to the aforesaid documents, place information concerning the date of entry in force on the website. In the event of any modifications at the aforesaid website, the information concerning entry in force provided at the website shall be deemed binding, with the information, if any, sent to the Ordering Party by letter or by e-mail being treated purely as additional information.
5. Any deviation from these General Terms and Conditions must be made in writing in order to be valid. The written form shall also include the electronic form, including electronic mail.
6. In the event of services other than sea transport, DB SCHENKER's liability shall be determined in line with the general terms and conditions applied by DB SCHENKER for the given form of transport, which are available at <https://www.dbschenker.com/pl-pl>.
The Ordering Party consents to receiving commercial information from DB SCHENKER through traditional mail or means of electronic communication, including e-mail, to the address(es) used by the Ordering Party in commercial relations. The Ordering Party consents to having their addresses, including e-mail addresses, entered in DB SCHENKER's database and consents to having those addresses used for direct marketing of DB SCHENKER's products or services. The Ordering Party shall have the right to withdraw their consent to receiving commercial information by sending a relevant written statement to DB SCHENKER's registered office: Schenker sp. z o.o. ul. Żwirki i Wigury 16C, 02-092 Warszawa