

The Conditions of Order:

1. In the event that the service or parts of the service contemplated herein is prohibited under any laws or regulations, including but not limited to US-law, law of the European Community or national laws, including but not limited to laws and regulations relating to the fight against terrorism and embargos, Schenker sp. z o.o. is entitled to cancel the service or parts of the service at any time, without prior notice and without incurring any liability to Customer whatsoever.
2. In the event of a transport order that concerns strategic goods within the meaning of the Act of 29th November 2000 on foreign trade in goods, technologies and services of strategic importance to the security of the state and to maintain international peace and security (Dziennik Ustaw - Journal of Laws No. 119 item 1250 of 2000 with subsequent amendments) and the Council Regulation (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 (Official Journal of the EU L 134/1 of 29 May 2009 with subsequent amendments) and while taking into account national and international mandatory acts specifying list of countries covered with sanctions and trade prohibitions , the service shall be provided on condition that the Ordering Party provides a copy of the export/import permit for the goods and that Schenker obtains a license to provide the services covered by the agreement (if such a license is required). Schenker also reserves the right to adjust the rates enumerated in the Agreement by other necessary costs connected with strategic goods handling. The Ordering Party is obliged to provide the goods control number in compliance with the above provisions. Failure to provide the control number shall be deemed as the Ordering Party's declaration that the goods covered by the order are not strategic goods.
3. As regards the air transport service Schenker is liable as a contracting carrier and its liability shall in no case be broader than liability of an actual carrier or a contracting carrier in compliance with the provisions of the Convention for the Unification of Certain Rules for International Carriage by Air drawn up in Montreal on 28 May 1999 (Dziennik Ustaw - Journal of Laws of 2007, No. 37, item 235), provided that in multi-modal transport as regards the services of international road transport, Schenker shall have rights and obligations of an international carrier specified in the Convention on the Contract for the International Carriage of Goods by Road (CMR) of 19 May 1956 (Dziennik Ustaw - Journal of Laws of 1962, No. 49, item 238) pursuant to the rules specified in the "Terms and Conditions of Services Provision by Schenker Sp. z o.o." available on the website www.dbschenker.pl. In the event of provision of the service of domestic road transport, Schenker shall have rights and obligations of a domestic carrier specified in the Transport Law Act of 15 November 1984 (consolidated text - Dziennik Ustaw - Journal of Laws of 2000, No. 50, item 601 as amended) pursuant to the rules specified in the "Terms and Conditions of the Provision of Domestic Service" available on the website www.dbschenker.pl. As regards services other than carrier services, Schenker shall be liable as a forwarder. Schenker's liability shall in no case exceed double remuneration for the service in connection with which damage occurred and shall be limited to actual damage (*damnum emergens*) irrespective of whether damages are claimed on the basis of the agreement (*ex contractu*) or a prohibited act (*ex delicto*), excluding cases in which peremptory norm provides otherwise.
4. If the order does not include any information on the specific nature of the transport of pharmaceuticals in line with GDP requirements or data indicating the carriage of DGR (in the case of multimodal transport, also ADR, RID, IMDG and others which may be applicable) dangerous goods in accordance with international or national law, it means that the Ordering Party declares that the goods covered by the order are neutral and do not require special conditions of carriage as defined in the aforementioned regulations or applicable provisions. In particular, the carriage of pharmaceutical consignments requiring a controlled temperature can only be accepted with the application of cold supply chain active service, once it is confirmed by Schenker. If consignments requiring a controlled temperature are accepted by Schenker for carriage, Schenker shall make all efforts necessary to guarantee that the actual carrier ensures the carriage in conditions required for a given consignment, provided that Schenker's liability does not cover any damage to a consignment occurred during the provision of the transport service due to the failure to comply with temperature requirements.
5. Price of the service agreed in foreign currencies shall be converted into PLN according to the selling exchange rate of mBank S.A. as of the day on which a consignment is registered in the Schenker's order registration system. A price in zlotys is increased by VAT in the amount compliant with the currently applicable relevant regulations. The Ordering Party has no set-off rights.
6. The principal will make payment in currency, in which an invoice was issued, to the currency account indicated by Schenker.
7. Import levies (including, among others, transshipment, storage, customs service) are calculated on the order day in accordance with a binding standard Schenker's price list provided that no individual agreements are made in that respect in writing or via electronic mail under pain of nullity.
8. Schenker has the right to charge the Ordering Party for unjustified stoppage with a contractual penalty in the amount equivalent to 150 euros for each commenced day of stoppage calculated in accordance with an average NBP exchange rate as of the day of issuing a debit note. If the damage suffered on account of stoppage exceeds the amount of contractual penalty, Schenker has the right to claim damages in that respect.
9. If the registered office of the Ordering Party business is located within the Republic of Poland, the Contractor shall charge 23% VAT for the whole service unless the Ordering Party submits the SAD to the Contractor to indicate that the value of the transport service was included in the taxable amount for the import of goods. The Contractor shall be entitled to request from the Ordering Party other documents and explanations necessary to determine the correct rate of VAT. If the Ordering Party meets all the legal requirements VAT will be charged at 0 %. The Contractor, for the transport service of goods exempt from VAT as well as for the transport service of goods for which the destination is a bonded warehouse shall charge a tax of 23% for the whole service provided.
10. While placing its first order, the Ordering Party shall enclose copies of the following documents: REGON number, NIP/NIP PL, an excerpt confirming the company's registration and in the case of natural persons (including private partnerships) legal domicile. The Ordering Party shall notify of any changes to these documents on a regular basis.
11. Method of payment: transfer. Date of payment: 14 days from the date of issuing an invoice or as agreed individually in writing or via electronic mail under pain of nullity.
12. Any disputes arising out of the conclusion and performance of this order shall be settled by common courts having jurisdiction over the registered office of Schenker.
13. By submitting and accepting the Order, the Parties conclude, for a period corresponding to the period of its execution, the contract for the subprocessing of personal data on the terms of the subprocessing of personal data posted on the website www.dbschenker.com/pl in the tab: Products / Documents for Customers / Special documents.
14. The information clause containing information about the Controller of personal data and the rights related to the processing of personal data can be found at www.dbschenker.com/pl in the tab: Products / Documents for Customers / Special documents.