

**Terms and Conditions of the Provision of Domestic Services  
of Schenker sp. z o.o. with its registered office in Warsaw,  
hereinafter also referred to as the General Terms and Conditions**

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**Applicable as of 2 June 2025, introduced by regulation  
of the Director of Land Business of Schenker Sp. z o.o.**

These Terms and Conditions of the Provision of Domestic Services 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 NIP: PL5270103824, share capital: PLN 186,294,430, registered in the Register of Entrepreneurs of the National Court Register kept by the Warsaw District Court, under KRS No. 0000040104, hereinafter referred to as DB SCHENKER, as well as the terms and conditions of service and the standard documents listed in these General Terms and Conditions constitute a model agreement within the meaning of the Civil Code Act of 23 April 1964 (i.e., Journal of Laws 2014, No. 121 as amended). The Client declares that, prior to ordering the service, it has familiarised itself with the currently applicable version of the General Terms and Conditions available, among others, on the DB SCHENKER website [www.dbschenker.pl](http://www.dbschenker.pl) and that it accepts the General Terms and Conditions.

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## **§1 Scope of Services**

1. DB SCHENKER organises the transport of consignments (performs pick-up, carriage and delivery services on behalf of business entities) and provides the related additional services.
2. DB SCHENKER transports consignments in accordance with the Schedule of Deliveries, which is available on the website [www.dbschenker.pl](http://www.dbschenker.pl)

## **§2 Terminology and Definitions**

1. CONSIGNMENT - items collected taken for transport on the basis of a single Waybill or a Dispatch Confirmation or an Address Label, from one Consignor to one Consignee.
2. CONSIGNOR - an entity which releases the consignment to DB SCHENKER's representative, in performance of the ordered transport service.
3. CONSIGNEE - an entity which accepts the consignment delivered by DB SCHENKER in performance of the ordered transport service.
4. CLIENT - an entity which has concluded an agreement with DB SCHENKER (also by way of ordering the service). This may be a Consignor, a Consignee or any other entity.
5. SPECIFIC ORDER - an order for the carriage of a single consignment.
6. MIX ORDER - an order to perform transport of consignments without specifying their consignees.
7. PAYER - the Consignor, Consignee or a third party designated by the Client which is obliged to pay the fee for DB SCHENKER's services. If the payer fails to pay the fee for DB SCHENKER's services, the entity that designated the Payer shall be liable for payment. In each case, the Client is the guarantor of the payment.
8. PRICE LIST - the price lists available on the website [www.dbschenker.pl](http://www.dbschenker.pl) or agreed individually, except for the Table of Additional Fees and Services.
9. TABLE OF ADDITIONAL FEES AND SERVICES - a document that specifies the rates of remuneration for additional services ordered from DB SCHENKER and the rates of additional fees charged by DB SCHENKER.
10. SHIPPING DOCUMENT - a document or documents relating to the transport of a consignment, which constitute proof of its dispatch, transport and delivery. The shipping document may be an electronic transmission (hereinafter referred to as 'in electronic form'), a computer printout or another document containing the data specified in the Transport Law. In accordance with the agreement between DB SCHENKER and the Client, the following shipping documents are used:
  - a. WAYBILL - a shipping document signed by the Consignor from a single Consignor to a single Consignee, in which the Consignor states, among other things: the consignment shipping address, the consignment collection address, the name of the goods, the security features, the number, type, as well as the dimensions and actual weight of the logistic units and who is the consignee for the transport or other requirements specified in the regulations, e.g., ADR regulations. The term 'Waybill' within the meaning of the Transport Law also means any other shipping document (e.g.: Address Label, Dispatch Confirmation, Proof of Delivery).

- b. ADDRESS LABEL - a shipping document affixed to a consignment, from a single Consignor to a single Consignee, in which the Consignor indicates, among other things: the consignment shipping address, the consignment collection address, the name of the goods, the security features, the number of logistic units and the actual weight. The Address Label, as a shipping document, may consist of one or more address labels relating to individual batches of a consignment.
  - c. DISPATCH CONFIRMATION - a shipping document, with the contents specified by DB SCHENKER, issued and signed by the Consignor when the consignment is shipped, as Confirmation.
  - d. PROOF OF DELIVERY - a shipping document issued by DB SCHENKER on which the Consignee confirms the fact that the consignment has been delivered.
11. FORCE MAJEURE - an event that could not have been foreseen with the exercise of particular diligence required for the professional provision of services, which is external both to DB SCHENKER as well as to the Client, and which the Parties could not counteract despite acting with particular diligence. Force majeure events within the meaning of these General Terms and Conditions are in particular: war, martial law, riots, disturbances, revolutions, strikes, blockades of roads or other commonly used points of entrance and exit, natural disasters, including floods, earthquakes, epidemics, atmospheric conditions and other natural events whose intensity deviates from the average for the period in question and which make it impossible to provide the services.
12. LOGISTIC PACKAGING UNIT or LOGISTIC UNIT - any batch of goods for transport placed on or in a single transport medium (e.g., pallet, carton, container, basket, box), marked with a separate address label. A consignment may consist of one or more logistic units. The actual weight of a logistic unit (gross weight) is the total actual weight of the goods including their packaging and the actual weight of the transport medium.
13. LOGISTIC UNIT ADAPTED TO MECHANICAL RELOADING - a logistic unit (e.g., pallet, box, basket, container) which, according to DB SCHENKER's assessment, is designed to be handled safely and securely by mechanical handling equipment (e.g., forklift trucks) by a single person.
14. LONG LOGISTIC UNIT - a logistic unit whose longest dimension is greater than 2.4 m.
15. PALLET SPACE (MPAL) - an area occupied by one logistic unit adapted to mechanical reloading with the dimensions of 1.20 m x 0.80 m or with other dimensions, the product of which is 0.96 m<sup>2</sup>. The dimensions are considered to be the following:
- a. if the goods do not protrude beyond the outside edge of the transport carrier: the dimensions of the transport carrier of the logistic unit on or inside which the goods are loaded;
  - b. if the goods protrude beyond the contour of the transport carrier: the longest length and width dimensions measured along the outside edge of the package over its entire height.
16. PALLET SPACE (MPAL) FOR VALUATION - the area occupied by one logistics unit adapted to mechanical reloading, calculated in accordance with the rules set out in the definition of pallet space above, provided that each dimension (length / width) is rounded up to a multiple of 0.2 m. The values thus calculated are rounded up to two decimal places.
17. PALLET SPACE WEIGHT EQUIVALENT - used to determine DB SCHENKER's remuneration; the weight index of a consignment calculated as a quotient of the total actual weight of the logistic units and the sum of their pallet spaces for valuation. This index is calculated only for logistic units adapted to mechanical reloading.
18. SCHEDULE OF DELIVERIES - a document stating, among other things, the expected delivery dates of consignments. The dates indicated are subject to change to take account of

circumstances that may arise in connection with the provision of the services. DB SCHENKER guarantees delivery times only if this is expressly stipulated in the definition of services indicated in these General Terms and Conditions or in a separate agreement with the Client.

19. **BASIC PRICE** - remuneration for transport services, excluding Fuel Adjustment, amounts included in the Table of Charges and Additional Services, and Toll, with the reservation that for DB SCHENKER **system premium** service the basic price is the remuneration for transport services with an additional premium fee, excluding Fuel Adjustment, and amounts included in the Table of Charges and Additional Services and the Toll Fee.
20. **ADDITIONAL FEES AND SERVICES** - fees and services accompanying transport services, as listed in the Table of Additional Fees and Services. The remuneration for additional services and additional fees shall be charged separately from the remuneration for transport services covered by the Basic Price and the Fuel Adjustment.
21. **EUR or EPAL PALETTE (hereinafter referred to as the Pallet)** - a transport unit for only undamaged and legally trademarked EUR or EPAL pallets (flat wooden pallets with dimensions: 800 mm by 1200 mm) conforming to UIC Code 435 or European standard EN 13698-1 or the standard replacing it, legally marked with the EUR or EPAL mark (in the case of EPAL pallets, without the EUR mark for pallets manufactured after 31 July 2013). To assess pallet conformity to the aforementioned standards, the current 'Pallet Assessment Sheets', which are available on the website <http://www.uic-eur.pl/> (for EUR pallets) or on the website <http://epal.org.pl/> (for EPAL pallets) or on the websites indicated on the DB SCHENKER website ([www.dbschenker.pl](http://www.dbschenker.pl)) shall be used, which take precedence over the other websites.
22. **NON-CONFORMITY/CHANGE REPORT** - a document describing the detected losses, damages or non-conformities of the actual parameters or quantities of the Consignments or Pallets with the Shipping Document. Two copies of the Non-Conformity/Change Report signed by a representative of DB SCHENKER and either the Consignor or the Consignee are required, taking into account the provisions of the Transport Law.
23. **COMPLAINT HANDLING IT SYSTEMS** - IT systems provided by DB SCHENKER enabling the submission of claims via the website [www.dbschenker.pl](http://www.dbschenker.pl), under the section Claims and enabling the monitoring of claims.

### §3

#### DB SCHENKER's Transport Services

1. **DB SCHENKERsystem, DB SCHENKERsystem premium, DB SCHENKERsystem home** - groupage consignment distribution is a service for the transport of consignments that meet the following parameters:
  - a) Maximum loading area occupied by consignment - 8.99 MPAL for valuation;
  - b) Maximum consignment volume - 18.99 m<sup>3</sup>;
  - c) Maximum actual consignment weight - 4,999 kg;
  - d) Maximum length of a logistics unit - DB SCHENKERsystem - 4.0 m;  
DB SCHENKERsystem premium, DB SCHENKERsystem home - 2.4 m (for consignment requiring delivery by a vehicle with a lift, the permissible length is 2.4 m)
  - e) Maximum width of a logistic unit - 2.2 m; (for consignment requiring delivery by a vehicle with a lift, the permissible width is 1.2 m)
  - f) Maximum height of a logistic unit - 2.2 m with the proviso that the maximum height for half pallets is 1.2 m and for quarter pallets is 0.4 m;
  - g) Maximum volume of a logistic unit adapted to mechanical reloading - 5.0 m<sup>3</sup>;
  - h) Maximum actual weight of a logistic unit adapted to mechanical reloading - 1,500 kg, subject to § 3(6f);
  - i) Maximum volume of a logistic unit not adapted to mechanical reloading - 0.2 m<sup>3</sup>;

- j) Maximum actual weight of a logistic unit not adapted to mechanical reloading - 30 kg (in exceptional cases, upon agreement with DB SCHENKER - 50 kg);
- k) Maximum number of logistic units not adapted to mechanical reloading per consignment - 5 units.

The goods placed on a transport medium should not protrude beyond its outside edges. The requirements for the preparation of groupage consignments for transport by consignors are set out in the '*DB SCHENKER rules on packaging standards for palletised and non-palletised groupage consignments*', published as a standard document on the website [www.dbschenker.pl](http://www.dbschenker.pl). If the goods protrude beyond the outside edges of the transport medium, DB SCHENKER reserves the right to refuse to accept the consignment for transport.

2. The following products are available as part of the groupage distribution service:

2.1. The **DB SCHENKERSystem** is a consignment transport service with an estimated delivery time presented plus one day in relation to the Schedule of Deliveries available on the website [www.dbschenker.pl](http://www.dbschenker.pl).

2.2. **DB SCHENKERSystem premium** is a consignment transport service with delivery as soon as possible, according to the Schedule of Deliveries available on the website [www.dbschenker.pl](http://www.dbschenker.pl).

2.2.1. The **DB SCHENKERSystem premium** service is subject to the restrictions shown in the Schedule of Deliveries available on the website [www.dbschenker.pl](http://www.dbschenker.pl).

2.2.2. Consignment deliveries to the retail chains listed in the Schedule of Deliveries are carried out exclusively as part of the **DB SCHENKERSystem premium** service (in addition, consignment deliveries to retail chains may be carried out as part of the Fix day additional service)

2.2.3. If **DB SCHENKERSystem premium** service is ordered and DB Schenker finds that the consignment does not meet the parameters of the order or that other data are not provided to enable timely delivery of the consignment, DB SCHENKER reserves the right to refuse the service or to provide another service of its choice without guaranteeing the delivery of the consignment as soon as possible, while retaining the right to remuneration as for **DB SCHENKERSystem**, **DB SCHENKERpart load**, **DB SCHENKERfull load** or another service chosen by DB Schenker.

2.3. **DB SCHENKERSystem home** is a consignment transport service for private individuals, including non-business customers, with the expected delivery time presented in the schedule of deliveries for this service - available at [www.dbschenker.pl](http://www.dbschenker.pl). The service includes the implementation of Automated Fix Day Delivery to be agreed and SMS (text) or e-mail notifications.

The Client is obliged to provide the Consignee's contact details. If the date of delivery of the consignment specified by the Consignee requires the consignment to be stored at the DB SCHENKER terminal for a period of more than 3 working days, (excluding Saturdays and public holidays according to DB SCHENKER's work schedule) then DB SCHENKER is entitled to charge the Client for the storage of the consignment according to the rate for this option according to the Table of Additional Fees and Services available at [www.dbschenker.pl](http://www.dbschenker.pl).

2.3.1 The following assumptions are made during the implementation of the service:

- a. the Consignee does not need to have the infrastructure or equipment to unload the consignment from the vehicle

- b. the unloading of the vehicle is carried out by the driver subject to clauses 6(e) and (f)
- c. the driver does not carry the consignment into the consignee's premises
- d. the driver has the right not to hand over the consignment when he/she determines that the place of delivery does not meet the conditions for the safe delivery of the consignment
- e. the place of delivery of the consignment may be a residential building.
- f. there must be access to the place of delivery for a vehicle with a maximum permissible weight of 12 tons
- g. consignment delivery takes place during regular DB Schenker working hours
- h. the consignment is delivered by a vehicle equipped with a hydraulic lift

2.3.2 The following restrictions apply to the DB SCHENKER**system home** service:

- a. customs consignments are excluded
- b. consignments containing long packages are excluded
- c. consignments containing dangerous goods (ADR) are excluded

4 . DB SCHENKER**part load** - part load distribution, is a consignment transport service with an estimated delivery time presented plus one day in relation to the Schedule of Deliveries available at [www.dbschenker.pl](http://www.dbschenker.pl), meeting the following parameters:

- a. Loading area occupied by consignment from 9.00 to 24.00 MPAL for valuation;
- b. Consignment cubic volume from 19.00 to 55 m<sup>3</sup>;
- c. Maximum length of a logistic unit - 4.0 m;
- d. Maximum width of a logistic unit - 2.4 m;
- e. Maximum height of a logistic unit - 2.4 m;
- f. Actual consignment weight from 5,000 kg to 15,000 kg;
- g. The transport of such a consignment must be possible directly (bypassing the terminals) from the Consignor to the Consignee. Collection and release of the consignments may not require usage of a freight lift and must take place within the area available to trucks with the maximum capacity of 24 tons (gross vehicle weight 42 tons). The consignment is transported together with other DB SCHENKER customer consignments.

5 . DB SCHENKER**full load** - full-load consignment distribution is a service for transporting consignments that meet the following parameters:

- a. Loading area occupied by consignment - in excess of 24.00 MPAL for valuation;
- b. Consignment cubic volume - in excess of 55 m<sup>3</sup>;
- c. Maximum width of a logistic unit - 2.4 m;
- d. Maximum height of a logistic unit - 2.4 m;
- e. Actual consignment weight - in excess of 15,000 kg;
- f. The transport of such a consignment must be possible directly (bypassing the terminals) from the Consignor to the Consignee. Collection and release of the consignments may not require usage of a freight lift and must take place within the area available to trucks with the maximum capacity of 24 tons (gross vehicle weight 42 tons).

6 . The following service rules apply for DB SCHENKER**system**, DB SCHENKER**system premium**, DB SCHENKER**system home**, DB SCHENKER**part load** and DB SCHENKER**full load**:

- a. Collection of the consignment from the Consignor and release of the consignment at the Consignee's location takes place on the edge of the load box.
- b. The duration of loading or unloading operations for the DB SCHENKER**system**, DB SCHENKER**system premium** and DB SCHENKER**system home** services performed by the



Consignor or Consignee should be adapted to the weight of the goods, but should not exceed 30 minutes from the time of placement of the vehicle.

- c. The duration of loading or unloading operations for the DB SCHENKER **part load** or DB SCHENKER **full load** services performed by the Consignor or Consignee should be adapted to the weight of the goods, but should not exceed 60 minutes from the time of the placement of the vehicle.
  - d. The maximum weight of a logistic unit on a pallet is determined by the relevant standards and the strength of the pallet concerned, whereby the maximum weight of a logistic unit on a pallet (including EUR or EPAL) may not exceed 1,500 kg.
  - e. If the weight of the logistic unit to be moved exceeds 30 kg for manual loading operations or 400 kg for loading operations performed using hand pallet trucks, the Client is obliged to ensure that the loading operations are carried out at the place of consignment and at the place of delivery, i.e., that the Consignor delivers the consignment on the loading box to the place indicated by the driver and that the Consignee collects the consignment directly from the loading box, from the place indicated by the driver.
  - f. If it is necessary to use an unloading lift to load or unload a consignment, the maximum weight of the logistic unit may not exceed 800 kg.
  - g. In order to ensure the safety of consignments and terminals, acting on the basis of ADR regulations and the regulation of the Ministry of Internal Affairs and Administration (MSWiA) on fire protection of buildings, other construction works and areas, the following rules are defined for accepting consignments containing dangerous goods (ADR) for transport:
    - consignments received from Monday to Thursday with next-day delivery are accepted for transport in accordance with Schenker sp. z o.o.'s Terms and Conditions for the Logistics Handling of Dangerous Goods in Domestic and International Traffic;
    - consignments received on a Friday with delivery on Monday or the day after a public holiday are carried out by dedicated transport only (bypassing terminals);
    - on Saturdays and days before public holidays, these consignments shall not be accepted for transport.
    - The above rules do not apply to consignments containing dangerous goods (ADR) shipped in limited quantities (LQ) or exempted quantities (EQ).
7. Deviations from the rules set out in this clause require a separate written agreement with DB SCHENKER. In the absence of a separate written agreement, DB SCHENKER shall have the right, at its own discretion, to provide a commissioned service with different parameters than those specified in this clause and to charge additional remuneration and fees in accordance with the applicable Table of Additional Fees and Services.

#### **§4**

#### **DB SCHENKER's Additional Fees and Services**

1. **premium10** - an additional service consisting in the delivery of a DB SCHENKER **system premium** consignment by 10:00 a.m. on working days (except Saturdays and public holidays in accordance with DB SCHENKER's work schedule), in the areas specified in the Schedule of Deliveries available on the website [www.dbschenker.pl](http://www.dbschenker.pl). If the consignment is not delivered by 10:00 a.m. for reasons not attributable to DB SCHENKER, DB SCHENKER retains the right to remuneration for the '**premium10**' service. If the consignment is not delivered by 10:00 a.m. for reasons attributable to DB SCHENKER, provided that the consignment has been delivered in accordance with the DB SCHENKER's Schedule of Deliveries, DB SCHENKER retains the right to freight as for the DB SCHENKER **system premium** service.  
The **premium10** service cannot be used for shipments containing dangerous goods (ADR) or cash on delivery (eCOD)
2. **premium13** - an additional service consisting in the delivery of a DB SCHENKER **system premium** consignment by 1 p.m. (13:00) on working days (except Saturdays and public holidays in

accordance with DB SCHENKER's work schedule), in the areas specified in the Schedule of Deliveries available on the website [www.dbschenker.pl](http://www.dbschenker.pl). If the consignment is not delivered by 13:00 for reasons not attributable to DB SCHENKER, DB SCHENKER retains the right to remuneration for the '**premium13**' service. If the consignment is not delivered by 13:00 for reasons attributable to DB SCHENKER, provided that the consignment has been delivered in accordance with the DB SCHENKER's Schedule of Deliveries, DB SCHENKER retains the right to freight as for the DB SCHENKER**system premium** service.

The **premium13** service cannot be used for shipments containing dangerous goods (ADR) or cash on delivery (eCOD)

3. **fix day** - an additional service consisting in the delivery of a DB SCHENKER**system** consignment on a specified working day (except Saturdays and public holidays according to DB SCHENKER's work schedule). The delivery time of the consignment should be indicated in the order and must be within one to three working days of the Schedule of Deliveries for DB SCHENKER**system premium** consignments. If the consignment is not delivered on a specific working day for reasons not attributable to DB SCHENKER, DB SCHENKER retains the right to remuneration for the '**fix day**' service. If the consignment is not delivered on a specific day for reasons attributable to DB SCHENKER, DB SCHENKER retains the right to freight as for the DB SCHENKER**system service**.

If the delivery process requires the consignment to be stored at a DB SCHENKER terminal for more than 3 working days, DB SCHENKER is entitled to charge a storage fee.

The **fix day** service cannot be provided for consignments containing dangerous goods (ADR).

4. **fix day10** - an additional service consisting in the delivery of a DB SCHENKER**system** consignment by 10:00 (10 a.m.) on a specific working day (except Saturdays and public holidays according to DB SCHENKER's work schedule). The delivery time of the consignment should be indicated in the order and must be within one to three working days of the Schedule of Deliveries for DB SCHENKER**system premium** consignments. If the consignment is not delivered on a specific working day for reasons not attributable to DB SCHENKER, DB SCHENKER shall retain the right to remuneration for the '**fix day 10**' service. If the consignment is not delivered by 10:00 on a specific day for reasons attributable to DB SCHENKER, DB SCHENKER retains the right to freight as for the DB SCHENKER**system service**.

5. **fix day13** - an additional service consisting in the delivery of a DB SCHENKER**system** consignment by 13:00 (1 p.m.) on a specific working day (except Saturdays and public holidays according to DB SCHENKER's work schedule). The delivery time of the consignment should be indicated in the order and must be within one to three working days of the Schedule of Deliveries for DB SCHENKER**system premium** consignments. If the consignment is not delivered on a specific working day for reasons not attributable to DB SCHENKER, DB SCHENKER retains the right to remuneration for the '**fix day 13**' service. If the consignment is not delivered by 13:00 on a specific day for reasons attributable to DB SCHENKER, DB SCHENKER retains the right to freight as for the DB SCHENKER**system service**.

6. **fix day to be agreed** - an additional service consisting in the delivery of a DB SCHENKER**system** consignment on a specific working day (except Saturdays and public holidays according to DB SCHENKER's work schedule). DB Schenker will contact the Consignee to determine the delivery date. The Client is obliged to provide the consignee's contact details. The delivery time of the consignment must be within one to three working days of the Schedule of Deliveries for DB SCHENKER**system** consignments. If the consignment is not delivered on a specific working day for reasons not attributable to DB SCHENKER, DB SCHENKER retains the right to remuneration for the '**fix day to be agreed**' service. If the consignment is not delivered on a specific day for reasons attributable to DB SCHENKER, DB SCHENKER retains the right to freight as for the DB SCHENKER**system service**.



7. **Automated Fix Day Delivery to be agreed** is an additional service consisting in the delivery of a DB SCHENKER**system** consignment on a specific working day agreed with the Consignee (except Saturdays and public holidays according to DB SCHENKER's work schedule), with the proviso that DB Schenker does not guarantee the delivery date of the consignment. DB SCHENKER shall provide a link via SMS (text message) or e-mail to the website in order to fix a date for the delivery of the consignment. The Client is obliged to provide the Consignee's contact details. The delivery time of the consignment must be within one to three working days of the Schedule of Deliveries for DB SCHENKER**system** consignments available at [www.dbschenker.pl](http://www.dbschenker.pl). If the consignment is not delivered on a specific working day for reasons not attributable to DB SCHENKER, DB SCHENKER retains the right to remuneration for the '**Automated Fix Day Delivery to be agreed**' service. If the consignment is not delivered on a specific day agreed with the Consignee for reasons attributable to DB SCHENKER, DB SCHENKER retains the right to freight as for the DB SCHENKER**system** service.
8. **fix day pick up** - an additional service consisting in the delivery of a DB SCHENKER**part load** or DB SCHENKER**full load** consignment on a specific working day (except Saturdays and public holidays according to DB SCHENKER's work schedule). The possible date range for the Consignor pick up for the Fix Day pick up option is at the earliest two working days after the order is placed. Fix Day pick up and Fix Day delivery cannot be booked together for the same consignment. Fix Day pick up does not contain DB SCHENKER's commitments regarding the time slots for pick up at the Consignor in the time slot indicated in the definition. If the consignment is not picked up from the Consignor on the working day for reasons not attributable to DB SCHENKER, DB SCHENKER retains the right to remuneration for the '**fix day pick up**' service. If the consignment is not picked up from the Consignor on a specific date for reasons attributable to DB SCHENKER, DB SCHENKER retains the right to freight as for DB SCHENKER**part load** or DB SCHENKER**full load**.  
The **fix day pick up** service cannot be provided for consignments containing dangerous goods (ADR).
9. **fix day delivery** - an additional service consisting in the delivery of a DB SCHENKER**part load** or DB SCHENKER**full load** consignment on a specific working day (except Saturdays and public holidays according to DB SCHENKER's work schedule). The date of consignment delivery for the Fix Day delivery option cannot be earlier than or the same as the date shown in the Schedule of Deliveries for the relevant postcode range. The Schedule of Deliveries is available at [www.dbschenker.pl](http://www.dbschenker.pl). Fix Day delivery does not contain DB SCHENKER's commitment to hourly intervals for the delivery of the consignment within the time frame indicated in the definition. If the consignment is not delivered on a specific working day for reasons not attributable to DB SCHENKER, DB SCHENKER retains the right to remuneration for the '**fix day delivery**' service. If the consignment is not delivered on a specific date for reasons attributable to DB SCHENKER, DB SCHENKER retains the right to freight as for DB SCHENKER**part load** or DB SCHENKER**full load**.  
The **fix day delivery** service cannot be provided for consignments containing dangerous goods (ADR).
10. **time window pick up** - an additional service consisting in the pick-up of DB SCHENKER**part load** or DB SCHENKER**full load** consignments from the Consignor, allowing for selection of a specific time window for pick-up of a consignment, between 09:00 and 12:00 defined as 'in the morning' or between 13:00 and 16:00 defined as 'in the afternoon' on working days (except Saturdays and public holidays according to DBSCHENKER's work schedule), in the areas listed in the Schedule of Deliveries available on the website [www.dbschenker.pl](http://www.dbschenker.pl). If the consignment is not collected from the Consignor for reasons not attributable to DB SCHENKER, DB SCHENKER retains the right to remuneration for the service. *Time window pick up* and *Time window delivery*

cannot be booked together for the same consignment. The *Time window pick up* service cannot be provided for consignments containing dangerous goods (ADR).

11. **time window delivery** - an additional service consisting in the delivery of DB SCHENKER **part load** or DB SCHENKER **full load** consignments, allowing for selection of a specific time window for pick-up of a consignment, between 09:00 and 12:00 defined as 'in the morning' or between 13:00 and 16:00 defined as 'in the afternoon' on working days (except Saturdays and public holidays according to DBSCHENKER's work schedule), in the areas listed in the Schedule of Deliveries available on the website [www.dbschenker.pl](http://www.dbschenker.pl). If the consignment is not delivered for reasons not attributable to DB SCHENKER, DB SCHENKER retains the right to remuneration for the service. *Time window pick up* and *Time window delivery* cannot be booked together. The *Time window delivery* service cannot be provided for consignments containing dangerous goods (ADR).
12. **Same Day Collection** - an additional service consisting of the delivery of DB SCHENKER **part load** or DB SCHENKER **full load** consignments with collection on the day of the order. This option is only available by prior arrangement with DB Schenker.
13. **ADDITIONAL FEE FOR CONSIGNMENTS CONTAINING LONG PACKAGES**
  - over 2.4 m in length.
  - a. maximum consignment weight - actual or calculated (hereinafter referred to as weight) - 2,500 kg, or
  - b. maximum consignment volume - 10.0 m<sup>3</sup> ;
    - i. Long packages type 1 - adapted to mechanical reloading
      - a. maximum package length: 3,0 m
      - b. maximum package width: 1,2 m
      - c. maximum package height: 2,2 m
      - d. maximum package weight 1,500 kg
    - ii. Long packages type 2 - not adapted to mechanical reloading
      - a. maximum length: 4 m
      - b. maximum width: 0,4 m
      - c. maximum height: 0,4 m
      - d. maximum weight: 30 kg
      - e. maximum number of packages per consignment: 10 packages

For consignments containing long packages type 1 or long packages type 2, an additional fee will be added in accordance with the price list contained in the Table of Additional Fees and Services.

14. **COLLECTION AND RETURN OF PAYMENTS (eCOD)** - an additional service where the driver collects from the Consignee a DB SCHENKER **system** or DB SCHENKER **system premium**, DB SCHENKER **system home** consignment, the amount due, in cashless form, to the DB SCHENKER account for the goods in the amount declared in the order by the Consignor, and then transfers it to the Client in the form of a bank transfer to the bank account indicated by the Client. The service is provided exclusively to Clients who have a written agreement with DB SCHENKER. Cashless payment is a form of payment via electronic banking upon receipt by the Consignee of a link for payment to be made to the DB SCHENKER account.
  - a. The amount collected must be paid by the Consignee before the consignment is collected. If the Consignee refuses to pay the amount collected or if the driver's mobile device does not confirm that the payment transaction has been processed correctly, the consignment will not be handed over to the Consignee and DB SCHENKER reserves the right to charge for the consignment as if it had been delivered. DB SCHENKER shall inform the Client of the

Consignee's refusal to pay the amount collected. The Client is obliged to provide DB SCHENKER with further instructions regarding the consignment, and the cost of returning the consignment to the Consignor or redelivery of the consignment to the Consignee shall be borne by the Client. The collection of payment from the Consignee for the delivered consignment shall be made in a non-cash form via electronic banking up to the amount of PLN 10,000. In the case of cash on delivery consignments, DB SCHENKER undertakes to settle the amount collected with the Client by the third working day after successful delivery.

- b. DB SCHENKER provides the eCOD service exclusively in PLN. If the order specifies that the amount to be collected is in a currency other than PLN, DB SCHENKER will perform the eCOD service by collecting the amount specified in the order in PLN, without converting this amount according to the exchange rate. The collected amount may not exceed PLN 10,000 for all consignments sent on a given day from one Consignor and delivered to one Consignee.
- c. eCOD instructions must be clearly communicated in the order directly to DB SCHENKER, by way of selecting an additional service. The indication on the invoice that the goods have been sold under the terms of 'cash on delivery' does not mean that DB SCHENKER is obliged to collect the invoiced amount in any form whatsoever.
- d. DB SCHENKER performs the eCOD instructions exclusively in connection with the transport service.
- e. DB SCHENKER does not carry out eCOD instructions in the event of an instruction to collect the consignment from DB SCHENKER's own terminal, due to the principle that eCOD instructions are only carried out by the drivers during the delivery of the consignment to the Consignee. In the event of such an eCOD instruction, DB SCHENKER reserves the right not to perform the eCOD service and thus not to release the consignment without any consequences resulting therefrom.
- f. DB SCHENKER's liability for the performance of eCOD instructions is always limited to the amount of losses actually incurred by the injured party not exceeding the amounts mentioned in the eCOD instructions.

#### 15. RETURN OF CERTIFIED DOCUMENTS:

RETURN OF ELECTRONIC CERTIFIED DOCUMENTS (e-ROD) - an additional service consisting in DB SCHENKER printing a 'proof of delivery' document and collecting from the Consignor together with the consignment at the time of acceptance of the order one or a package of documents in electronic form relating to the consignment, printing them out, delivering them to the Consignee and obtaining in their content the signature of the Consignee and making them available to the Client in electronic form and then returning them to the Consignee together with the 'proof of delivery' document. If the documents are not accepted by the Consignee or are returned to the driver, DB SCHENKER has the right to dispose of them and the Consignor agrees to this. In the case of an e-ROD service order, the Client agrees that on the 'proof of delivery' (e-POD), whose appendices will be the documents for the Consignee ordered as part of the e-ROD service, there will be no signature of the Consignee and the proof of delivery will be the signature by the Consignee of any document ordered as part of the e-ROD service. In such a situation, it is assumed that the absence of a signature due to reasons on the part of the Consignee or a signature on any document ordered as part of the GDPR service will certify all data indicated in the e-POD. As part of the service, the certified documents shall be made available to the Consignor in the form of electronic copies of the documents in the online customer application as a general rule 1 working day after their transmission by the Consignee to DB SCHENKER, and in the case of DB SCHENKER **part load** and DB SCHENKER **full load** consignments as a general rule 7 working days after their transmission by the Consignee to DB SCHENKER.

- a. DB SCHENKER provides e-ROD services if:

- the Client places an order for the aforementioned additional service as part of the order referred to in § 8 , specifying its type and subject matter;
  - the Consignor specifies the names and number of documents that are the subject of the service in the content of the shipping document under which the consignment is to be transported;
  - documents have been uploaded by the Consignor into the DB SCHENKER online customer application by the time of receipt of the consignment from the Consignor at the latest.
  - for DB SCHENKER **part load** and DB SCHENKER **full load** consignments, the return documents will additionally be placed by the Consignor inside a sealed cover attached to the consignment .
- b. If an eROD service is ordered and documents are not enclosed, DB SCHENKER has the right to charge the Client for the eROD service and furthermore if the transport service cannot be provided due to the lack of documents, in particular if the Consignee does not accept the consignment, DB SCHENKER will charge the Client with the costs arising from the storage of the consignment from the first day of storage until the Client supplements the documents or the Client gives instructions as to further handling of the consignment and releasing the consignment from DB SCHENKER warehouse. In the event that the Consignee refuses to accept the consignment due to the lack of enclosed return documents, DB Schenker has the right to charge the Client with the costs resulting from the return of the Consignment.
- c. DB SCHENKER reserves the right to refuse an order to perform the e-ROD service under any circumstances without incurring any liability to the Client.
- d. DB SCHENKER does not check the contents of the consignment upon the pick-up and shall not be liable for missing or damaged documents declared as contents of the consignment.
- e. As part of e-ROD services, DB SCHENKER offers a standard service for the return of the package of confirmed documents enclosed to the consignment to be shipped (containing a maximum of 9 pages). If the documents exceed 9 pages in total, DB SCHENKER is not obliged to deliver them to the Consignee and return them to the Consignor.
- f. In the event of a discrepancy between the number of documents declared by the Consignor in the shipping document and the number of documents confirmed by the Consignee, DB SCHENKER retains the right to remuneration for the e-ROD service to the full extent.
- g. DB SCHENKER accepts no legal liability for the content of the annotations and statements made by the Consignee in the documents received from the Consignee.
- h. The Consignor shall attach to the Consignment only the documents necessary for the carriage and required by law. DB SCHENKER shall not be liable for documents other than those specified in the preceding sentence . If the documents handed over to DB SCHENKER are not accepted by the Consignee or are returned to the driver, DB SCHENKER is entitled to dispose of them, to which the Consignor consents.
- i. DB SCHENKER shall not accept the documents provided by the Consignee and, in the event of their acceptance by the driver, shall not be obliged to perform any duties in connection with such documents and shall not be liable for such documents, subject to the provisions of the following sentence. If the Consignor has uploaded into DB SCHENKER's online application, at the latest on the day of collection of the consignment from the Consignor, the documents which are to be signed by the Consignee after being printed out by DB SCHENKER and returned to the driver who has delivered the consignment or to another driver designated by DB SCHENKER, DB SCHENKER is required to take a photo of these documents and to upload them into DB SCHENKER's computer system and is entitled to dispose of the printed documents, to which the Consignor consents.

## **16. PALLET EXCHANGE SERVICE - 1:1 (upon delivery)**

16.1 As part of the 1:1 pallet exchange service, DB SCHENKER offers the Client to return the Pallets shipped to the Consignee, in the number returned to DB SCHENKER by the

Consignee at the time of delivery of the consignment to the Consignee and marked as returned only on the basis of the Pallet Clause - a record which is part of the Information on the transport media included in the Shipping Document, in which the Consignee is obliged to fill in the number of Pallets returned upon delivery of the consignment and, depending on the form (electronic or written), to obtain the relevant signatures of the Consignee and the DB SCHENKER driver (hereinafter: the Pallet Clause). Examples of the Pallet Clause in the Shipping Documents are presented and explained on the website [www.dbschenker.pl](http://www.dbschenker.pl)

16.2 The Pallets to be returned by DB SCHENKER shall come from the pool of Pallets available at the DB SCHENKER branch where the Consignor's registered office where the consignment was shipped is located. The Pallets in the DB SCHENKER pool are not subject to separate sorting into EUR pallets or EPAL pallets as part of the return, regardless of the type of Pallets sent by the Consignor to the Consignee.

16.3 The prerequisite for the provision of the 1:1 pallet exchange service (upon delivery) is that the Client notifies DB Schenker of its wish to use the 1:1 pallet exchange service and that DB SCHENKER has granted the Client authorisations in its IT systems to use the aforementioned service. The right to use the 1:1 Pallet exchange service shall expire automatically if one calendar year has passed since the last registration of a consignment on Pallets provided by the service.

DB SCHENKER reserves the right to cancel the 1:1 pallet exchange service (on delivery) for the Client at an earlier date. In such circumstances, the Parties will be obliged to settle their obligations under the Pallet Balance on the normal terms described in clauses 16.14 to 16.17.

16.4 The Client shall inform and oblige the Consignors with whom it works to comply with the terms and conditions of the 1:1 pallet exchange service. A Client who is not the Consignor but uses the service on its own behalf for the benefit of the Consignor shall be liable as for its own action or omission for compliance with the terms and conditions of the service by the Consignor involved in the transport process. DB SCHENKER may make the provision of services conditional on the conclusion of a 1:1 System directly by the Consignor.

16.5 The fee for the 1:1 pallet exchange service (upon delivery) shall be borne by the payer of the transport service on the same date as the due date of the transport service invoice. The amount of the fee is set out in the Table of Additional Fees and Services.

16.6 The basis for issuing a VAT invoice for the 1:1 pallet exchange service shall be the Pallet Balance understood as the total list of Pallets shipped by the Client in a given calendar month. The information on the Pallet Balance, understood as the total number of Pallets shipped by the Client, corrected by the number of Pallets not returned by the Consignees, as well as the Pallets returned by DB SCHENKER for the given calendar month, shall be sent to each of the Clients once a month to the e-mail address provided by the Client in the order or shown in DB SCHENKER's systems. The balance updated on the last day of the calendar month is used for billing.

DB SCHENKER shall not be liable to the Client in any way whatsoever for Pallets not returned by the Consignee in the 1:1 Pallet Exchange Service for reasons attributable to the Consignee. DB SCHENKER shall also be entitled to full remuneration for the 1:1 pallet exchange service in the event that the Consignee fails to return the Pallets (including if the Consignee offers pallets that are not subject to exchange).



16.7 The document confirming the movement of Pallets between Consignor and Consignee in 1:1 is the Shipping Document used by DB SCHENKER.

16.8 The 1:1 exchange and return of Pallets may take place provided that:

- the Consignor prepares and releases the consignment on undamaged and original Pallets,
- the Consignor completes the information on the transport media in the Shipping Document by indicating the actual number of Pallets shipped under the consignment and the Consignor includes a Pallet Clause in the Shipping Document, in which the Consignee is obliged to fill in the number of Pallets returned upon delivery of the consignment and, depending on the form (electronic or written), obtains the relevant signatures.

16.9 If at least one of the conditions of clause 16.8 is not fulfilled, DB SCHENKER shall not be obliged to accept the consignment for transport and shall not accept any liability or any other negative consequences thereof.

16.10 The absence of an entry regarding the number of Pallets returned by the Consignee or the Consignee's signature at the time of delivery in the Pallet Clause shall be equivalent to the Consignee's failure to exchange the Pallets. DB SCHENKER shall not be liable to the Client for Pallets not returned by Consignees.

16.11 The Client will oblige the Consignees with whom it works to comply with the 1:1 Pallet Return Policy, in which:

- a) the Consignee is required to complete the Pallet Clause and obtain the relevant signatures,
- b) The Consignee at the time of delivery is obliged to return the number of Pallets as entered in the Information on Transport Media in the Shipping Document,
- c) The Consignee disputing the number of Pallets accepted upon receipt of the consignment shall be obliged to record any reservations as to the quality of the Pallets and the number of Pallets accepted in the Information on Transport Media, in the presence of the DB SCHENKER driver, to affix a legible signature and, if the Shipping Document is made in a written form, to obtain the signature of the DB SCHENKER driver. In this case, the Consignee is obliged to return the number of Pallets that have not been disputed.
- d) The Pallets disputed by the Consignee shall remain in stock with the Consignee.

DB SCHENKER shall not be liable for the consequences of the Consignee's failure to cooperate in the 1:1 return of the Pallets.

16.12 The Client is obliged to confirm the Pallet Balance to DB SCHENKER in writing or by e-mail within 14 days of receipt of the Pallet Balance from DB SCHENKER. In the absence of confirmation of the Pallet Balance in accordance with the conditions of the

preceding sentence, the Parties shall consider that the Client has unanimously (i.e., without any reservations) confirmed the Pallet Balance sent by DB SCHENKER. If the Client does not object in writing the Pallet Balance within 14 days of its receipt, it shall forfeit its right to assert claims against DB SCHENKER arising from possible discrepancies in the Pallet Balance.

- 16.13 If the Pallet Balance information shows that the Client is obliged, at its own expense, to return the Pallets, this shall mean that the return of the Pallets should be made to the DB SCHENKER Branch in the area where the relevant address for the Pallet dispatch/receipt by the Client obliged to return the Pallets is located, within 20 days of receipt of the Pallet Balance.
- 16.14 The Client shall bear the costs of transporting the Pallets if they are collected from another party (e.g., the Pallet manufacturer, the Pallet seller, the Pallet repair facility).
- 16.15 Failure by the Client to pay the amounts resulting from the Pallet Balance sent in accordance with clause 16.14 shall be the basis for DB SCHENKER to issue a VAT invoice to the Client obliged to return the Pallets according to the value equal to the product of the missing Pallets and the pallet non-payment charge to DB SCHENKER as specified in the Table of Additional Fees and Services. The Client's liability will be payable within 14 days of DB SCHENKER's invoice.
- 16.16 If the Pallet Balance information indicates that Pallets are owed to the Client, then the Client is entitled to demand delivery of the missing Pallets from DB SCHENKER and DB SCHENKER is entitled to release itself from this obligation by returning the value of the Pallets at the price agreed between the parties. The notification of the obligation to deliver the Pallets shall be submitted by the Client to the DB SCHENKER Branch where the registered office of the Client's business unit from which the consignment was shipped is located. Delivery of the pallets owed to the Client due shall take place without additional carriage charges if it can be coordinated with delivery/collection of the consignment or if at least 200 pallets are delivered at one time. Otherwise, the cost of delivering the Pallets to the eligible Client shall be charged at the prices stipulated for the carriage of the consignment.
- 16.17 The DB SCHENKER driver is not obliged to verify the number, condition and quality of the Pallets provided for carriage by the Consignor. Acceptance of the consignment for carriage does not constitute confirmation by the DB SCHENKER driver of the correctness of the data provided by the Client in connection with the service order, including those concerning the Pallets to be shipped as part of the 1:1 pallet return service. Pallet verification is carried out by the Consignee when receiving the consignment.
- 16.18 In the event that the Consignee refuses to accept the consignment because the Pallet under the consignment is disputed as not being in accordance with the standard or norms, the consignment will be returned together with the disputed Pallet to the Consignor at the Client's expense.
- 16.19 The Client declares that the Pallets placed on the market by the Client (as well as by entities for which he bears responsibility) as part of the 1:1 pallet exchange system are original Pallets and that it is aware of the content of Articles 305 and 306 of the Act of 30

June 2000 Industrial Property Law (consolidated text in Journal of Laws of 2023, item 1170, as amended). The Client (including the entities for whom it is responsible) shall indemnify DB SCHENKER for any damage caused to DB SCHENKER as a result of the introduction of non-standard or substandard pallets.

17. **COLLECTION ORDER** – an additional service consisting in collecting a consignment for transport from a Consignor who is not the Client or from a place other than the standard place of dispatch specified in the agreement with the Client, and delivering it to the Consignee specified by the Client. The Client is obliged to provide address labels to the Consignor and the Consignor is obliged to affix address labels to the consignment. The service is available for DB SCHENKER~~system~~**system** and DB SCHENKER~~part load~~**part load** consignments. The service is not available for DB SCHENKER~~system premium~~**system premium**, SCHENKER~~system home~~**system home** product.
18. **CARRY-IN SERVICE** (DB SCHENKER~~system~~**system**, DB SCHENKER~~system premium~~**system premium**, DB SCHENKER~~system home~~**system home**) – an additional service requested by the Client, consisting in carrying in the consignment to the place indicated by the Consignee at the address specified by the Client in the shipping document.  
The carry-in service is provided subject to the following conditions:  
a. the maximum actual weight of a single batch of goods carried in (in packaging) may not exceed 30 kg and the volume may not exceed 0.2 m<sup>3</sup>;  
b. the maximum actual weight of the consignment may not exceed 1.5 tons;  
c. the consignment does not contain dangerous goods (ADR).  
If the carry-in service requires the unpacking of the logistic unit (removal of safety devices, removal of individual pieces of goods (in packaging) suitable for manual carry-in), then prior to performing the carry-in service, the Consignee, in the presence of the driver, is obliged to confirm receipt of the consignment on the shipping document or in electronic form on a mobile device and to participate in the unpacking of the consignment in order to enable the driver to carry in the individual pieces of goods comprising the consignment.  
If the dimensions of the consignment or other circumstances do not allow the consignment to be carried in to the place indicated by the Consignee, then the Consignee shall designate a different place to place the consignment at the address specified in the shipping document.  
The maximum distance for moving a single batch of carried goods (in packaging) is governed by health and safety regulations for manual transport work and must not exceed 200 metres.
19. **E-MAIL PRE-NOTICE** – an additional service consisting in sending an e-mail to the Consignee with information about the possible delivery of the consignment. The service is provided automatically if the Client provides the Consignee's e-mail address. The information about the possible delivery date of the consignment contained in the e-mail is for information purposes only and does not guarantee the date of delivery of the consignment, and the absence of notification for technical reasons shall not constitute grounds for any claims against DB SCHENKER.
20. **SMS PRE-NOTICE** – an additional service consisting in sending an SMS (text) message to the Consignee with information about the possible delivery of the consignment. Optionally, DB SCHENKER also sends additional text messages if the consignment is delayed or if the Consignee is not at the address indicated when attempting to deliver the consignment. As a condition of using the service, the Client must provide the mobile phone number of the Consignee. Information on the possible delivery date of a consignment contained in a text message is for information purposes only and does not guarantee that the delivery date of the consignment will be met, and the absence of notification for technical reasons shall not constitute grounds for any claims against DB SCHENKER.
21. **E-MAIL PRE-NOTICE PICK UP** – an additional service for DB SCHENKER~~part load~~**part load** and DB SCHENKER~~full load~~**full load** consisting in sending an e-mail to the Consignor with information about the

possible collection of the consignment from the Consignor. The service is provided automatically if the Client provides the Consignor's e-mail address. The information about the possible date of collection of the consignment contained in the e-mail is for information purposes only and does not guarantee that the delivery date of the consignment will be met, and the absence of notification for technical reasons shall not constitute grounds for any claims against DB SCHENKER.

22. **SMS PRE-NOTICE PICK UP** - an additional service for DB SCHENKER~~part load~~ and DB SCHENKER~~full load~~ consisting in sending an SMS (text) message to the Consignor with information about the possible collection of the consignment from the Consignor. The service is provided automatically if the Client provides the Consignor's phone number. The information about the possible date of collection of the consignment contained in the text message is for information purposes only and does not guarantee that the delivery date of the consignment will be met, and the absence of notification for technical reasons shall not constitute grounds for any claims against DB SCHENKER.
23. **E-MAIL PRE-NOTICE DELIVERY** - an additional service for DB SCHENKER~~part load~~ and DB SCHENKER~~full load~~ consisting in sending an e-mail to the Consignee with information about the possible delivery of the consignment. The service is provided automatically if the Client provides the Consignee's email address. The information about the possible delivery date of the consignment contained in the e-mail is for information purposes only and does not guarantee that the delivery date of the consignment will be met, and the absence of notification for technical reasons shall not constitute grounds for any claims against DB SCHENKER.
24. **SMS PRE-NOTICE DELIVERY** - an additional service for DB SCHENKER~~part load~~ and DB SCHENKER~~full load~~ consisting in sending an SMS (text) message to the Consignee with information about the possible delivery of the consignment. The service is provided automatically if the Client provides the Consignee's telephone number. The information about the possible delivery date of the consignment contained in the text message is for information purposes only and does not guarantee that the delivery date of the consignment will be met, and the absence of notification for technical reasons shall not constitute grounds for any claims against DB SCHENKER.
25. **ELECTRONIC PROOF OF DELIVERY WITH THE CONSIGNEE'S SIGNATURE** - an additional service consisting in providing the Client with an electronic copy of the confirmation of delivery of the consignment containing the Consignee's signature. The service is available free of charge to the Clients using the online customer application for 90 days from the date of delivery of the consignment.
26. **SENDING A COPY OF THE SHIPPING DOCUMENT TO THE CLIENT** - an additional service consisting in searching the archives and sending a confirmed electronic copy of the shipping document to the Client.
27. **DELIVERY IN REMOTE AREAS** - delivery to the areas that are difficult to access, generally not associated with urban development, including mountainous and coastal areas where access is significantly limited or involves additional requirements for the means of transport delivering the consignment, which also includes significant tonnage restrictions that significantly affect the cost and method of delivery of the consignment. DB SCHENKER can provide the service in the above-mentioned areas if this is possible in accordance with applicable law and these General Terms and Conditions. If it is not possible to deliver the consignment to the address indicated in the shipping document due to the inability to reach the destination in accordance with applicable laws, the delivery shall be made in accordance with the rules applicable to specific DB SCHENKER services (DB SCHENKER~~system~~, DB SCHENKER~~system premium~~, DB SCHENKER~~part load~~

and DB SCHENKER **full load**). The service is available in the areas specified in the Schedule of Deliveries available on the website [www.dbschenker.pl](http://www.dbschenker.pl).

28. **DELIVERY IN URBAN AREAS WITH DIFFICULT ACCESS** - delivery in urban areas characterised by difficulties resulting from, among other things, entry fees, significant tonnage restrictions, obtaining paid permits/passess or hourly restrictions on entry, significantly affecting the costs and method of delivery of the consignment. DB SCHENKER can provide the service in the above-mentioned areas if this is possible in accordance with applicable law and these General Terms and Conditions. If it is not possible to deliver the consignment to the address indicated in the shipping document due to the inability to reach the destination in accordance with applicable laws, the delivery shall be made in accordance with the rules applicable to specific DB SCHENKER services (DB SCHENKER **system**, DB SCHENKER **system premium**, DB SCHENKER **part load** and DB SCHENKER **full load**). The service is available in the areas specified in the Schedule of Deliveries available on the website [www.dbschenker.pl](http://www.dbschenker.pl).
29. **CORRECTION OF CONSIGNMENT PARAMETERS** - correction made by DB SCHENKER to the data provided in the shipping documents or sent electronically, concerning weight, dimensions, number of logistics units, packaging method. Charging a fee for this service also results in recalculation of the Base Price (in accordance with the corrected parameters), which is determined according to the Payer's price list (for Payers who have an agreement with DB SCHENKER) or the Freight Table available at [www.dbschenker.pl](http://www.dbschenker.pl) (for Payers who do not have an agreement with DB SCHENKER).
30. **HANDLING OF ITEMS EXCEEDING THE MAXIMUM PARAMETERS** - handling of consignments which exceed the maximum parameters specified for the transport service in these General Terms and Conditions. This applies both to situations where the parameters of the consignment have been verified during the measurement of consignment parameters by DB SCHENKER during the performance of the service, and where parameters that do not comply with these General Terms and Conditions have been specified by the Client in the shipping documents or in data sent electronically. Charging a fee for this service also results in recalculation of the Base Price (in accordance with the corrected parameters), which is determined according to the price list applicable to settlements with the Payer.
31. **CORRECTION OF INCORRECT OR INCOMPLETE CONSIGNMENT DATA** - correction by DB SCHENKER of the Consignee's address or contact details, ADR data and data concerning pick-ups and other additional services.
32. **SEASONAL FEE** - additional fee for handling consignments during peak periods. The fee applies during the following periods:
- a. for 10 working days before and 4 working days after Easter\*;
  - b. from the 5th working day before 1 May to the 3rd working day after 3 May;
  - c. from the 5th working day before and up to the 3rd working day after Corpus Christi\*;
  - d. from 1 September to 31 December.
  - e. for the last 5 working days of each month from March to August.
- \* - applies to Catholic holidays.
33. **SENT CONSIGNMENT FEE** - additional fee for the transport of consignments containing goods covered by the monitoring system pursuant to the Act of 9 March 2017 on the Road Transport Monitoring System, Journal of Laws of 2017, item 708, as amended. The fee does not include activities related to the registration of the consignment in the system on behalf of the Consignor.
34. **FEE FOR CORRECTING OR COMPLETING DATA IN THE DB SCHENKER OPERATING SYSTEM** - this fee applies to consignments for which data has been completed or corrected in



DB SCHENKER's IT systems, e.g., correction of the Consignee's address and contact details, data concerning services or additional charges for reasons attributable to the Client.

35. **ENTERING AN ORDER INTO THE DB SCHENKER OPERATING SYSTEM** (manual booking) – an additional service for accepted orders placed by means other than via the application or another agreed form of electronic data exchange (EDI), an administrative fee for entering the order into the operating system (manual booking) will be charged in accordance with the Table of Additional Fees and Services.
36. **LABELLING OF CONSIGNMENTS ON BEHALF OF THE CLIENT** – preparation, printing and affixing of address labels by DB SCHENKER in accordance with DB SCHENKER standards, if these activities are not performed by the Client. Data transmission for consignments is required using applications integrated with the DB SCHENKER IT system, as specified in the definition of the service *Filling out the electronic data transmission*.
37. **RE-PICKUP or RE-DELIVERY** – DB SCHENKER will make another attempt to pick up the consignment from the Consignor or deliver it to the Consignee if the previous attempt was unsuccessful for reasons not attributable to DB SCHENKER.
38. **ADDITIONAL WAITING TIME** (for DB SCHENKER**system**, DB SCHENKER**system premium**, DB SCHENKER**system home** or DB SCHENKER**part load** consignments) – administrative fee for additional waiting time of more than 30 minutes during loading or unloading. The fee is charged if the loading or unloading time is extended for reasons attributable to the Consignor or Consignee.
39. **ADDITIONAL WAITING TIME** (for DB SCHENKER**full load** consignments) – administrative fee for additional waiting time exceeding 60 minutes during loading or unloading. The fee is charged if the loading or unloading time is extended for reasons attributable to the consignor or consignee.
40. **PRE-NOTICE OF CONSIGNMENT DISPATCH OR DELIVERY** – an additional service consisting in providing a notification on the consignment's dispatch or delivery, e.g., to a retail chain via online platforms, in an external IT system of the Consignor, Consignee or the Client. An up-to-date list of the supported retail chains as part of this service is listed in the Schedule of Deliveries available on the website [www.dbschenker.pl](http://www.dbschenker.pl).
41. **TRANSPORT OF CONSIGNMENTS WITH DECLARED VALUE** – an additional service consisting in the transport and delivery of a consignment with a value declared by the Client.
42. **STORAGE OF CONSIGNMENTS** – storage by DB SCHENKER of consignments that have not been collected or cannot be delivered to the consignee – the fee is charged for each commenced calendar day, counting from the second day.
43. **EXPRESS CONSIGNMENT COLLECTION** (applicable to LTL consignments) – administrative fee for express collection of a DB SCHENKER**part load** consignment, i.e., collection on the day the order is placed.
44. **DELIVERY REQUIRING SPECIAL CONDITIONS** (applicable to LTL consignments) – additional basis for charging a fee, mandatory when: a means of transport with a lift is required for unloading, or there are tonnage restrictions on the access road to or from the consignee, or there are restrictions resulting from the actual dimensions of the means of transport. The service is available for consignments that meet all of the following parameters: maximum weight of a logistics unit up to 800 kg; maximum actual weight of the consignment up to 8 tons; maximum area of 15 MPAL.
45. **LOADING AT THE CONSIGNOR'S LOCATION REQUIRING SPECIAL CONDITIONS** (applicable to LTD consignments) – additional basis for charging a fee, mandatory when: a means of transport with a lift is required for loading, or there are tonnage restrictions on the access road to or from the consignor, or there are restrictions resulting from the actual dimensions of the means

of transport. The service is available for consignments that meet all of the following parameters: maximum weight of a logistics unit up to 800 kg; maximum actual weight of the consignment up to 8 tons; maximum area of 15 MPAL.

46. **FEE FOR INCORRECT SELECTION OF SERVICE TYPE** - a fee charged when the type of service selected by the Client does not correspond to the specific requirements of the service (e.g., DB SCHENKER**system** service for delivery of a consignment to retail chains instead of DB SCHENKER**system premium** or delivery of a consignment to individual consignees instead of DB SCHENKER**system home**).

## **§5 Fuel Adjustment**

1. A fuel adjustment factor is applied to transport service settlements in the amount and according to the rules specified on the website [www.dbschenker.pl](http://www.dbschenker.pl).
2. Its level is based on the share of fuel costs in the prices offered by DB SCHENKER and may change if the cost structure or fuel prices change.
3. Fuel adjustments do not apply to the Table of Additional Fees and Services.

## **§6 Additional Fee for Using Toll Roads - Toll Fee** (applicable to the *Toll Fee* section in the Table of Additional Fees and Services)

1. In connection with the entry into force on 1 July 2011 of the provisions of the Regulation of the Council of Ministers of 22 March 2011 on national roads or sections thereof subject to electronic toll collection and the rates of electronic tolls (i.e., Journal of Laws of 2013, item 1263, as amended), as well as in connection with the inclusion of parts of the routes on which DB SCHENKER transports consignments within the scope of these provisions, and in connection with the fees charged to DB SCHENKER by motorway license holders, DB SCHENKER applies an additional fee for the use of toll roads.
2. In the event of a change in the rates referred to in clause 1 or in the number of kilometres of road sections covered by these fees, DB SCHENKER reserves the right to update the toll fee rate in line with changes in DB SCHENKER's operating costs. The toll fee rate shall be updated starting from the dates on which the fees or the number of kilometres of roads covered by these fees change.
3. When billing for transport services, the Toll Fee is applied in the amount and according to the rules specified on the website [www.dbschenker.pl](http://www.dbschenker.pl).
4. The Toll Fee does not apply to the Table of Additional Fees and Services.

## **§7 Restrictions on Transport of Consignments**

1. The Client is obliged to conclude a separate written agreement with DB SCHENKER for the consignments specified in this clause. Unless provided otherwise in separate written agreements, DB SCHENKER does not transport the following consignments:
  - a. consignments which require a specialist fleet and reloading with specialist equipment;
  - b. consignments which require appropriate temperatures during transport;
  - c. food and perishable products;
  - d. plants and animals, biologically active products;

- e. human and animal remains;
- f. valuable consignments, e.g., precious metals including gold, silver, etc.; precious stones and products made of precious stones; all kinds of valuable papers including bonds, shares, gift coupons; banknotes and coins; antiques; works of art;
- g. alcoholic beverages;
- h. consignments containing tobacco, including cigarettes;
- i. personal belongings;
- j. weapons and ammunition;
- k. consignments containing medicinal products which require the application of the provisions of the Pharmaceutical Law and Good Distribution Practice;
- l. narcotics and psychotropic substances;
- m. documents and consignments containing correspondence as defined by law;
- n. consignments for which DB SCHENKER does not have separate permits and licences or whose transport is prohibited by law;
- o. goods of strategic importance as specified in the Act of 29 November 2000 on foreign trade in goods, technologies and services of strategic importance for state security, as well as for the maintenance of international peace and security (i.e., Journal of Laws 2013, item 194, as amended);
- p. dangerous goods whose freight is forbidden at DB SCHENKER;
- q. waste;
- r. goods that cannot be consolidated with other goods;
- s. consignments without the documentation required by the specific legislation;
- t. consignments which do not comply with the definitions of basic services as set out in § 3;
- u. goods without adequate transport packaging, unpackaged or improperly packaged goods;
- v. goods requiring special arrangements for loading, securing, transport and unloading;
- w. very heavy goods (causing uneven weight distribution on the vehicle).

DB SCHENKER shall not be liable for damage resulting from non-compliance with the transport requirements for the aforementioned consignments unless a separate written agreement has been concluded. The obligation to conclude a separate written agreement for the transport of consignments mentioned in this clause 1 shall not be waived in particular by acceptance of the consignment for transport, making an entry in the shipping documents or placing or accepting an order in a form other than written. In the absence of a written agreement, it shall be assumed that the Client or Consignor has not provided DB SCHENKER with the necessary data concerning the consignment or the execution of the consignment agreement. DB SCHENKER shall not be liable for damage resulting from the performance of a service that has been carried out without a written agreement, insofar as this is permissible under mandatory law.

2. In the absence of a written agreement and the occurrence of damage related to the shipment of a consignment with goods which are excluded from transport in the DB SCHENKER network (see list above) or the failure to provide DB SCHENKER with the necessary data on the consignment or the performance of the transport agreement, including the dispatch of a consignment whose actual content differed from that declared in the Waybill, Address Label or the Dispatch Confirmation, the Client or the Consignor shall be obliged to compensate for the resulting damage in the full amount (including, inter alia, damage to DB SCHENKER vehicles and equipment, damage to other consignments, costs of environmental remediation).
3. The Client is obliged to comply with the applicable legislation, in particular the Traffic Law, the Public Roads Act, the Regulation of the Ministry of Labour and Social Policy on occupational safety and health in manual handling, which, inter alia, defines the principles of occupational safety. If these conditions are not complied with, DB SCHENKER reserves the right to refuse the service without incurring any liability whatsoever. The Client shall indemnify DB SCHENKER against any liability which may arise due to the failure of the Client to comply with the aforementioned conditions.

4. 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, the laws of the United States of America, the laws of the European Union or national laws, 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 incurring any liability to the Client.

## §8 Acceptance of Order

1. Orders are accepted by the Customer Service Departments at DB SCHENKER units. Orders are accepted until 4 p.m. on the day before the consignment is to be collected, with the proviso that in the case of DB SCHENKER **part load** and DB SCHENKER **full load** orders are accepted until 2 p.m. A list of DB SCHENKER units with contact details can be found at [www.dbschenker.pl](http://www.dbschenker.pl).

2. An order constitutes an offer to conclude an agreement (hereinafter referred to as the Agreement), which the Client submits to DB SCHENKER. If DB SCHENKER does not provide the Client with any remarks on the contents of the order within 4 working hours of receipt (not including working days from 4 p.m. to 8 a.m., Saturdays, Sundays and public holidays), the order shall be deemed to have been accepted for execution under the terms of these General Terms and Conditions and the contents of the order.

If the time limit for accepting the order by DB SCHENKER has not elapsed by the end of the working day in accordance with the rules set out in the preceding sentence, it shall be interrupted and shall start running again on the next working day from 8 a.m. onwards. Submission of DB SCHENKER's remarks means that the order will be accepted for execution if the Client accepts DB SCHENKER's remarks. Silence on the part of the Client within 2 hours of receipt of DB SCHENKER's remarks implies acceptance of the execution of the order on the terms and conditions taking into account DB SCHENKER's remarks, unless DB SCHENKER has stipulated in its remarks that it requires written acceptance of the content of the order including the remarks. DB SCHENKER reserves the right to refuse an order without any consequences thereof, in particular if the following circumstances arise:

- a. The order concerns the transport of goods excluded from transport under mandatory provisions of law or these General Terms and Conditions;
- b. The order cannot be executed or its execution would be significantly impeded due to organisational or technical difficulties on the part of DB SCHENKER;
- c. there is a delay in the payment by the Client (Payer) of any amounts due to DB SCHENKER.

DB SCHENKER shall inform the Client of its refusal to accept the order for execution within the time limit specified in this clause for submission of remarks to the order.

3. Orders should be submitted electronically via order entry applications provided by DB SCHENKER or using another form of electronic data exchange agreed with DB SCHENKER. Written orders, including e-mail, are permitted. However, in the case of orders transmitted in this way and the need to prepare shipping documents on behalf of the Customer, a fee will be charged for the service *Preparation of Shipping Documents on Behalf of the Customer*, in accordance with the Table of Additional Fees and Services. The contents of the order shall be confirmed either in writing, including e-mail, (in the event of submitting remarks) or electronically, or by DB SCHENKER issuing and signing a Waybill, or by DB SCHENKER issuing an Address Label and signing a Dispatch Confirmation, and DB SCHENKER shall be bound to this extent only, unless DB SCHENKER has confirmed in writing its commitment to perform other services.
4. An order must contain the following information:
  - a. Client/sender/consignee/payer details - company name, VAT ID, full address including postcode, contact name, telephone.

- b. Consignment details:
    - the name of the good(s),
    - type and number of transport media,
    - total gross weight of the different logistic units,
    - dimensions of the individual types of logistic units (length, width, height),
  - c. Each logistic unit that differs in goods, type of medium, dimensions or actual weight should be listed as a separate line in the order.
  - d. Parameters of the required means of transport if the Client has specific requirements for the means of transport, and additional instructions if the Client has specific requirements (e.g., for loading activities).
  - e. Information concerning the transport of dangerous consignments - if any.
  - f. Information on whether the goods are strategic goods as defined by law, the name of the Client or the forename and surname of the sole trader who is the Client, and the signature (for written orders), if applicable. A written confirmation of acceptance of the order for execution is required in the event of an order for the transport of strategic goods.
  - g. Information on the value of the goods, particularly in the case of particularly valuable goods.
5. For the DB SCHENKER **part load** service, each consignment must be notified by a detailed order on the day before the collection of the consignment. If the Client does not meet the conditions concerning the date of placing orders or the possibility of direct transport, DB SCHENKER has the right to refuse the service and, if the consignment is accepted, additional fees shall be charged in accordance with the Table of Additional Fees and Services (additional fee for *Accelerated Collection of LTL Consignment*, i.e., collection on the day the order is placed, additional fee for *Delivery Requiring Special Conditions*).
6. In the case of DB SCHENKER **full load** service, if the Client does not meet the conditions concerning the date of placing orders or the possibility of direct transport, DB SCHENKER has the right to refuse the service and, if the consignment is accepted, the fee for the transport of the consignment shall be calculated according to the DB SCHENKER **system** price list or the standard fee for DB SCHENKER **part load** and DB SCHENKER **full load** consignments, respectively, as posted on the website [www.dbschenker.pl](http://www.dbschenker.pl).
7. Any services not specified in the Agreement or which regulate mutual obligations in a manner different from that stipulated in the Agreement, ordered by the Client or entered by the Client in the shipping document, shall only be binding on DB SCHENKER if DB SCHENKER expressly (in writing, under pain of nullity) undertakes to perform them. In particular, DB SCHENKER shall not be bound by any entries in the aforementioned shipping documents made by actual subcontractors (e.g., the carrier's drivers) which alter the terms and conditions of the Agreement. The above restriction shall not apply to entries in the shipping documents required of the carrier under mandatory provisions of law.
8. If DB SCHENKER undertakes to transport a consignment specified in the Act of 9 March 2017 on the monitoring system for the carriage of goods by road together with implementing acts or the legal act that replaces the aforementioned legal acts (hereinafter referred to as the Act), the Client undertakes to comply with the provisions of the Act and the applicable DB SCHENKER's 'Rules of Handling Consignments Subject to the Act on the Monitoring System for the Carriage of Goods by Road and Rail', which are available on website [www.dbschenker.pl](http://www.dbschenker.pl) and are an integral part of these General Terms and Conditions. The carriage of a consignment containing goods subject to the Act and covered by a request to present means of transport for inspection, as referred to in Article 12a(1) of the Act, in road transport shall be carried by a dedicated means of transport carrying only that consignment from the place of dispatch to the place of delivery of the consignment. The terms of remuneration will be determined on the basis of an offer submitted by DB SCHENKER prior to the commencement of the transport service. Notwithstanding the foregoing, the Client shall be obliged to pay all expenses of DB SCHENKER arising in connection with the request referred to in Article 12a(1) of the Act.



## §9 Transport of Consignments

1. DB SCHENKER collects the consignment from the Consignor on working days, as a rule between 8 a.m. and 4 p.m.
2. DB SCHENKER delivers consignments as a rule in accordance with the Schedule of Deliveries available at [www.dbschenker.pl](http://www.dbschenker.pl), on working days - between 8 a.m. and 4 p.m.  
DB Schenker does not provide information on the telephone number of the driver carrying out the transport.
3. Any delivery time slots specified by the Client or Consignor in the transport orders or shipping documents that are shorter than those specified in clause 2, as well as any additional remarks included in the order, shall not be binding on DB SCHENKER and shall only indicate the time slot or method of delivery preferred by these entities. DB SCHENKER shall not be liable or suffer any other disadvantage if the consignment is not delivered within the time slots referred to in the preceding sentence, unless otherwise agreed in writing between the Parties. This clause shall not apply in cases where delivery is made as part of the additional service: Fix Day, Fix Day 10 and 13 or Premium 10 and 13 .
4. The Client shall ensure that all consignments to be dispatched on a given day are ready as of 8 a.m. on the day of collecting the consignments, unless otherwise agreed in writing between the Parties.
5. If DB SCHENKER has provided a vehicle and the consignments are not ready for collection at the agreed time, DB SCHENKER is entitled to charge a fee for the unused capacities in the amount based on the actual costs, unless agreed otherwise.
6. When transporting a consignment, DB SCHENKER assumes that the consignment is adequately secured for transport and properly labelled, and that the documents are properly prepared and contain true and complete information.
7. DB SCHENKER has the right to refuse to collect a consignment when the shipping document is not filled in correctly, the consignment is not properly marked or secured for transport, the content or the parameters of the consignment do not correspond to the description in the shipping document or in other exceptional situations.
8. DB SCHENKER accepts the consignment for transport on the basis of a Shipping Document. The shipping document shall be filled in by the Consignor, unless it has instructed DB SCHENKER to do so. By signing any of the above-mentioned shipping documents, the Consignor accepts, on its own behalf and on behalf of the Client, the Terms and Conditions of the Provision of Domestic Services of Schenker sp. z o.o., with the reservation that the Consignor's signature is not required if it was agreed that the shipping documents would be provided in electronic form. The Consignor consents to the provision of shipping documents in electronic form only, if so requested by DB SCHENKER, in the form made available to consignors by DB SCHENKER.
9. The packaging used should protect the consignment from damage, prevent access to the content of the consignment and be safe for other consignments.  
It is recommended that consignment packaging standards are applied and adhered to in accordance with the customer instructions published on [www.dbschenker.pl](http://www.dbschenker.pl).
10. The transport of an inadequately secured consignment shall be at the sole risk and responsibility of the Client.

11. Proper marking of the consignment is understood to mean placing address labels (and information stickers, e.g., 'Glass - Handle with Care', 'Top/Bottom', 'TOP10', 'Collective Package/Overpack', 'Caution Liquid', ADR, HACCP, etc. on each logistic unit of the consignment in a visible position in accordance with DB SCHENKER requirements.
12. The term 'Address Label' shall be understood to mean a label in accordance with the DB SCHENKER template as posted on the website [www.dbschenker.pl](http://www.dbschenker.pl). Marking a consignment with an Address Label is understood to mean placing an address label on all logistic units. Labels must be printed legibly, in a quality that allows the barcode to be read when scanned. Each DB SCHENKER **system**, DB SCHENKER **system premium**, DB SCHENKER **system home** and DB SCHENKER **part load** label should contain a barcode in accordance with the DB SCHENKER standard. The use of the SSCC barcode is mandatory.  
It is permissible for the consignment to be labelled with the Client's label, provided the template criteria for the Address Label posted on the website [www.schenker.pl](http://www.schenker.pl) are fulfilled, after DB SCHENKER has approved the template for the Client's label.  
In the absence of labels meeting the standards described above, a service charge will be made for *Labelling Consignments on Behalf of the Customer*, according to the Table of Additional Fees and Services.
13. The consignment may not bear any markings other than those relating to the transport ordered from DB SCHENKER, in particular old address and direction labels.
14. DB SCHENKER is entitled to check whether the contents and parameters of the consignment correspond to the data contained in the Waybill, Address Label, Dispatch Confirmation, electronic data. The Client shall ensure that the driver can participate in the loading of the consignment. If there is no consent for the driver to attend the loading, it is presumed that the consignment is in the condition and quantity it will be in when it is unloaded at the DB SCHENKER terminal.
15. If the shipped consignment does not meet the criteria, including the parameters specified in § 3 for the type of service under which it is dispatched, DB SCHENKER reserves the right to extend the delivery time of the consignment and to charge an additional fee in accordance with the applicable Table of Additional Fees and Services. In special circumstances DB SCHENKER reserves the right to return the consignment to the Consignor at the Client's expense.
16. DB SCHENKER shall deliver the consignment to the address indicated in the shipping document, notifying the fact of delivery and obtaining confirmation of delivery from a person at a place generally accessible for the receipt of consignments (e.g., warehouse, reception desk, office). DB SCHENKER is only bound by an order to obtain confirmation of a consignment from a specific person if it has confirmed the order in writing to this extent. DB SCHENKER may use mobile electronic devices to confirm the delivery of a consignment electronically, by mapping the signature of the Consignee's representative on the device and saving it to the device's memory. The Client declares that it consents to the Consignee confirming the delivery of the consignment electronically or in writing, at DB SCHENKER's choice, and accepts that both forms of confirmation of the delivery of the consignment will be considered equivalent as to their legal consequences. The Consignee may request, free of charge, in writing or by e-mail at any DB SCHENKER branch, a printout of the document confirming the delivery. Confirmation of the delivery may be issued to the Consignee at a DB SCHENKER branch office or sent to it via the postal operator to the Consignee's address indicated in the shipping document to which the request relates. Requests in e-mail form should be addressed to: [cok.pl@dbschenker.com](mailto:cok.pl@dbschenker.com).
17. If it is not possible to deliver the consignment on the date and/or time indicated by the Client for reasons attributable to the Consignee, DB SCHENKER shall ask the Client and/or the Consignor for instructions as to how to proceed. In the absence of instructions within 12 hours, DB SCHENKER shall deliver the consignment to the Consignee in accordance with its instructions. In

the event that the Consignee's instructions are consistent with the description of the service set out in these General Terms and Conditions, the Client agrees that an additional fee or a fee appropriate for the relevant service shall be charged, in the amount set out in its agreement with DB SCHENKER or, in the absence of an agreement concerning the service in question, in the standard price list (including the Table of Additional Fees and Services) available at [www.dbschenker.pl](http://www.dbschenker.pl).

18. If the consignment cannot be delivered for reasons attributable to the Customer (Consignee, Client or Consignor), DB SCHENKER shall make a further paid attempt to deliver the consignment at the Client's expense, without requiring the consent of the Client or the Consignor.
19. If delivery of the consignment to the indicated Consignee is not possible, DB SCHENKER shall immediately forward a request to the Client or Consignor for further instructions regarding the consignment. The Client or the Consignor, within 2 working days from the date of sending the request, should provide information on the further handling of the consignment. After the expiry of the aforementioned period, in the absence of instructions from the Client or the Consignor, DB SCHENKER shall return the consignment to the Consignor at the Client's expense. DB SCHENKER will issue a new shipping document on behalf of the Client and will mark all logistic units with new address labels, a remuneration or a fee will be added to the consignment in the amount specified in its agreement with DB SCHENKER and in the absence of an agreement concerning the service in question, in the standard price list (including the Table of Additional Fees and Services), available on the website [www.dbschenker.pl](http://www.dbschenker.pl).
20. The Client or the Consignor may give instructions to change the address of the Consignee and DB SCHENKER will issue a new shipping document on behalf of the Client if the consignment is to be transported to a different address of the Consignee at the expense of the Client and will mark all logistic units with new address labels, a remuneration or a fee will be added to the consignment in the amount specified in its agreement with DB SCHENKER and in the absence of an agreement concerning the service in question, in the standard price list (including the Table of Charges and Additional Services), available on the website [www.dbschenker.pl](http://www.dbschenker.pl).

## **§10 Calculation of Price**

1. The price for DB SCHENKER's services is determined on the basis of DB SCHENKER's current price lists, in particular:
  - a. DB SCHENKER**system**, DB SCHENKER**system premium** services - according to the relevant Freight Table;
  - b. DB SCHENKER**part load** and DB SCHENKER**full load** services - according to the individual price list;
  - c. For additional services - according to the relevant Table of Additional Fees and Services.
2. There are two ways of determining the weight of a consignment (not applicable to consignments of dangerous goods, when ADR regulations must be applied):
  - a. On the basis of the actual weight of the consignment;
  - b. On the basis of a designated so-called calculated weight.
3. The greater parameter of the actual weight or the calculated weight shall be used to determine the price for the weight of consignments.
  - a. The calculated weight is determined on the basis of:
    - Volume (calculated weight = consignment volume [m<sup>3</sup>] x 333 kg;

- Length (calculated weight = consignment length [m] x 300 kg - applies to consignments containing long logistics units;
  - The occupied load space (calculated weight = allocated load space [number of metres of required vehicle floor length at full height and width of the load-carrying body] x 1,850 kg).
4. The use of price lists or rules for determining the weight of the consignment other than those specified in this clause is permissible on the basis of individual agreements concluded with DB SCHENKER.
  5. If for a given consignment DB SCHENKER**system**, DB SCHENKER**system premium** is not provided for in the agreement, a standard price list (the same for all customers) shall apply, made available by DB SCHENKER at the request of the Client notified in writing or by e-mail to the DB SCHENKER Branch which accepted the Order from the Client at the e-mail address [cok.pl@dbschenker.com](mailto:cok.pl@dbschenker.com). The Client undertakes to obtain information on the price list before placing the Order, provided that by placing the Order, the Client shall be deemed to have accepted the above-mentioned price list (e.g., when the individual price list is a pallet price list, and the Consignor has shipped bulk cartons, which are not covered by the individual price list). The Client agrees to use the standard price list in such cases.
  6. If a DB SCHENKER**part load** consignment does not comply with the individual price list or does not meet the technological qualifications of the product as specified in the General Terms and Conditions, DB SCHENKER may apply the price list stipulated for the DB SCHENKER**system** service and/or charge additional fees as referred to in §3 and §4 of these General Terms and Conditions.
  7. If a DB SCHENKER**full load** consignment does not comply with the individual price list or does not meet the technological qualifications of the product as specified in the General Terms and Conditions, the price shall be calculated on the basis of the distance of consignment's transport and the standard fee for DB SCHENKER**full load** consignments as posted on [www.dbschenker.pl](http://www.dbschenker.pl).
  8. DB SCHENKER is entitled to make a binding change to the entry on the consignment parameters in the shipping document or in the electronic data if the parameters differ from the actual state. If there is a discrepancy regarding the parameters of the consignment between the declaration of the Client or the Consignor in the shipping documents or in the electronically transmitted data and the facts as ascertained by DB SCHENKER in the process of verification of the parameters, the Parties shall accept as binding the findings made by DB SCHENKER. Detailed information on the verification process of the consignment parameters can be found in the document *SCHENKER Consignment Parameter Verification Process*, which can be found at [www.dbschenker.pl](http://www.dbschenker.pl) and is an integral part of these General Terms and Conditions. In the event of a change in the consignment parameters, DB Schenker is entitled to charge fees and services in accordance with the currently applicable Table of Additional Fees and Services and to adjust the Basic Price.
  9. If any of the consignment parameters are missing in the shipping document, DB SCHENKER is entitled to supplement the missing entries and to charge a fee in accordance with the currently valid Table of Additional Fees and Services and to adjust the Basic Price.
  10. In the event of changes concerning the destination, the Consignee or other additional services, DB SCHENKER shall charge additional fees in accordance with the currently applicable Table of Additional Fees and Services.
  11. DB SCHENKER's remuneration for the services provided shall be based on the price lists valid on the day the consignment transport was ordered.

12. The Client declares that it is aware of the current price lists of DB SCHENKER at the time of ordering the service and accepts to be charged for all activities under these General Terms and Conditions.
13. DB SCHENKER is entitled to amend (index) the existing rates resulting from the Price List by the percentage rate which will be published by DB SCHENKER on the website [www.dbschenker.pl](http://www.dbschenker.pl). In the case of agreements concluded by DB SCHENKER, the amendment referred to in the preceding sentence shall not constitute an amendment to the agreement and shall be made in accordance with information from DB SCHENKER.
14. The percentage rate by which the existing rates resulting from the Price List for the performance of services will be indexed will be published by DB SCHENKER at least one month in advance of the effective date of the new rates and such publication shall be deemed to be binding and any information sent to the Client in writing or by e-mail shall be for additional information purposes only. The types of costs taken into account by DB SCHENKER for the purpose of indexation, their share (weight) in the indexation, the method of calculation of the changes of the rates and the source of obtaining them are specified on the website [www.dbschenker.pl](http://www.dbschenker.pl).
15. DB SCHENKER reserves the right to request from the Client with whom the agreement has been concluded, at any time and irrespective of another basis for price regulation as approved by the Parties, an extraordinary change in the rates or principles of remuneration, if at least one of the following circumstances occurs:
  - a. changes to any of the parameters adopted at the start of the cooperation with the Client;
  - b. the occurrence of an event beyond the control of DB SCHENKER resulting in a significant increase in the costs of providing the services which could not have been foreseen or the scale of the increase caused by the event could not have been precisely determined at the time the agreement was concluded.

## **§11**

### **Forms and Terms of Payment**

1. For Clients without a separate written agreement, payment for services shall be made in cash prior to acceptance of the consignment for transport, unless applicable regulations require payment in another form.
2. For Clients with separate written agreements, other forms and terms of payment are available.
3. The Client is the guarantor of payment for the service provided in any case.

## **§12**

### **Liability of Schenker sp. z o.o.**

1. DB SCHENKER as a freight forwarder shall contractually assume the rights and obligations of the carrier and shall be liable for non-performance or improper performance solely under the terms and conditions of the Transport Law for carriers, unless otherwise stipulated in these General Terms and Conditions.
2. For services other than domestic transport services, DB SCHENKER's liability shall be determined in accordance with the Civil Code, but shall not exceed twice the amount of the remuneration for the service in connection with which the damage occurred.
3. In any case, DB SCHENKER's liability is limited to the actual damage (*damnum emergens*), without lost profits (*lucrum cessans*) or indirect damage, regardless of whether the basis for the



compensation claim is an agreement (ex contractu) or in tort (ex delicto), except where mandatory law provides otherwise.

4. DB SCHENKER shall be liable for the consignment in the scope defined by the Transport Law, from the moment of acceptance for transport until the moment of delivery to the authorised Consignee, or, if it is not possible to release the consignment, it shall place the consignment at the disposal of the Client.
5. The Consignee may not inspect the contents of the consignment before acknowledging receipt, provided the packaging has not been tampered with.
6. DB SCHENKER has a right of lien on the consignment in accordance with the provisions of the Civil Code applicable to forwarding agreements.

### **§ 13**

#### **Rules and Procedure for Complaints**

1. Complaints shall be settled in accordance with the complaint handling procedure provided for in the Transport Law.
2. Claims for compensation may be lodged by the person authorised to dispose of the consignment, i.e., the Client, if the consignment has not yet been collected by the Consignee, or by the Consignee, if the consignment has been collected. If the complaint is made by a person not authorised to deal with the consignment, such a person should enclose a document of transfer of rights (assignment) entitling him/her to lodge a complaint.
3. Complaints should be submitted as soon as possible, bearing in mind the statutory limitation periods for claims.
4. Complaints, together with the documents listed below, should be submitted to DB SCHENKER in one of the following forms:
  - a. In writing – a letter of complaint specifying: the name of the complainant (as stated in the National Court Register [KRS] or the Central Register and Information on Business Activity [CEIDG]) or the details of the complainant and his/her/its address, tax identification number, title of the complaint with justification, subject of the complaint, the consignment reference number assigned by DB SCHENKER or the type and number of the shipping document, the amount of the claim, the current bank account number (in the case of legal entities – included in the white list of taxpayers), a list of attached documents, the signature of the submitter. The complaint should be submitted in writing to the Customer Service Department of DB SCHENKER where the order was accepted;
  - b. In document form:
    - I. a complaint submitted by e-mail specifying: the name of the complainant (as stated in the National Court Register [KRS] or the Central Register and Information on Business Activity [CEIDG]) or the details of the complainant and his/her/its address, tax identification number, title of the complaint with justification, subject of the complaint, the consignment reference number assigned by DB SCHENKER or the type and number of the shipping document, the amount of the claim, the current bank account number (in the case of legal entities – included in the white list of taxpayers) and a list of attached documents should be sent to the following address:
      - PL.sm.WAW.reklamacje-krajowe-land@dbschenker.comDB SCHENKER shall consider complaints on the basis of documents provided to it in the form of electronic copies, but retains the right to request original documents;
  - or

- II. in electronic form - a complaint submitted via IT systems provided by DB SCHENKER for complaint handling, containing the name of the complainant (as stated in the National Court Register [KRS] or the Central Register and Information on Business Activity [CEIDG]) or the details of the complainant and his/her/its address, tax identification number, subject of the complaint, the consignment reference number assigned by DB SCHENKER or the type and number of the shipping document, the amount of the claim, the current bank account number (in the case of legal entities – included in the white list of taxpayers) and a list of attached documents.
  - III. The complaint form should be completed via:  
IT systems provided by DB SCHENKER. DB SCHENKER shall consider complaints on the basis of documents provided to it in the form of electronic copies, but retains the right to request original documents.
- 5. By lodging a complaint via electronic means of communication, the complainant agrees that DB SCHENKER may deliver a response to the complaint, correspondence or a request to the e-mail address from which the complaint was sent or via computer systems for the handling of complaints provided by DB SCHENKER, if the complaint was lodged via these systems, unless the complaint contains a request for a response or for delivery of requests in writing to the address of residence or registered office indicated. DB SCHENKER remains entitled to respond in writing.
  - 6. DB SCHENKER shall respond to a complaint submitted in writing, unless the complainant has requested a response to the complaint or request using electronic means of communication.
  - 7. Complaints are considered within 30 days from the date of receipt of the complete set of documents and information.
  - 8. The notice of complaint should contain all the following documents:
    - a. a shipping document
    - b. a damage report, if any;
    - c. a commercial invoice or other document indicating the value of the consignment in accordance with in accordance with the applicable law;
    - d. a specification (packing list) as an appendix to the commercial invoice, specifying the type of goods, number, weight of logistic units;
    - e. in addition, in the event of damage to the consignment, documents showing the extent and nature of the damage and how to minimise it;
    - f. photographic documentation confirming the extent of the damage with an indication of the date and time when it was taken;
    - g. assignment of rights if the complainant is not the rightful claimant.
  - 9. The following rules for determining the condition of a consignment shall apply in the consideration of the complaint:
    - a. If the consignment is found to have suffered loss or damage before handover, DB SCHENKER shall immediately determine the condition of the consignment and the circumstances of the damage by means of a protocol. DB SCHENKER shall also carry out these measures at the request of the entitled person if he/she claims that the consignment has been damaged.
    - b. The findings should be made in the presence of the entitled person, and if requesting his/her presence is not possible or the person fails to appear at the set date and time, DB SCHENKER shall make the findings in the presence of persons that it has invited for this purpose.
    - c. If, after delivery of the consignment, a defect or damage that is not outwardly discernible upon receipt is discovered, DB SCHENKER shall determine the condition of the consignment at the request of the entitled person submitted immediately upon discovery of the damage, but no later than within 7 days of receipt of the consignment. A request made after the expiry of 7

days from the date of acceptance of the consignment without reservations shall result in the lapse of claims against DB SCHENKER. In the situation referred to in the first sentence of this clause, the burden of proving that the damage or partial loss of the goods occurred before delivery shall rest with the complainant.

- d. The protocol shall be signed by those involved in determining the condition of the consignment. If the entitled person does not agree with the contents of the report, he/she may enter an objection with the justification in the protocol; if the entitled person refuses to sign the protocol, DB SCHENKER shall make a note of such fact and the reasons for the refusal in the protocol. The entitled person shall receive a copy of the protocol free of charge.

10. Complaints submitted via the complaint handling IT systems provided by DB SCHENKER shall be handled as follows:

- a. The complainant shall make all declarations and provide information separately for each stage of the complaint procedure in accordance with the instructions contained in the complaint handling IT systems made available by DB SCHENKER. The complainant may, at any time, opt out of the processing of the complaint via the complaint handling IT systems provided by DB SCHENKER. The sending of a complaint via the complaint handling IT systems made available by DB SCHENKER means that the Complainant has opted out of any other means of submitting and processing a complaint for the matter in question.
- b. All statements, information and documents in the complaint process shall be transmitted by both parties via the complaint handling IT systems provided by DB SCHENKER. All documents shall be provided in scanned form. Once transmitted to DB SCHENKER by means of the complaint handling IT systems provided by DB SCHENKER, documents or information cannot be withdrawn, cancelled or altered by the complainant, which does not preclude the sending of further information or supplementary documents to supplement the previously explained issue.
- c. DB SCHENKER shall have the right to request the original hard copy of the document sent via the complaint handling IT systems provided by DB SCHENKER. The complainant shall be obliged to deliver the document no later than 14 days after receipt of the request. The request may also be sent via the complaint handling IT systems provided by DB SCHENKER. Failure to deliver the hard copy within the period of time stipulated by DB SCHENKER shall entitle DB SCHENKER to reject the claim in whole or in part or to refuse payment of the claim on the basis of the applicable regulations, of which DB SCHENKER shall inform the claimant in writing or by means of the complaint handling IT systems made available by DB SCHENKER.
- d. The complainant using the complaint handling IT systems provided by DB SCHENKER declares, under pain of liability as stipulated by applicable law, that the information provided by him/her/it in the declarations and given in the course of the complaint procedure as well as the enclosed documents are true and correct.
- e. The complainant assures that the person who is authorized to access the complaint handling IT systems provided by DB SCHENKER is authorized to make statements regarding the complaint, to provide information on behalf of the complainant. The complainant waives any claims against DB SCHENKER which may arise from false or incorrect data, documents or statements provided by the complainant.
- f. The complainant undertakes and warrants that the complaint documents submitted as part of the complaint procedure will not contravene mandatory laws or infringe the rights of third parties. If any claims are made against DB SCHENKER due to the events mentioned in the preceding sentence, the complainant shall take steps to indemnify DB SCHENKER and shall bear the damage caused to DB SCHENKER.
- g. The parties shall exchange all information and decisions exclusively via the complaint handling IT systems provided by DB SCHENKER. In particular, DB SCHENKER shall inform the Complainant of the decision on the complaint lodged by means of the complaint handling IT systems provided by DB SCHENKER. The date of transmission of the information or the decision of DB SCHENKER is the date of its disclosure in the complaint handling IT systems provided by DB SCHENKER. The complainant declares that he/she/it agrees to receive the information or the decision through the complaint handling IT systems provided by DB

SCHENKER and acknowledges that the information or the decision so received shall be effective and shall have all the legal effects that are associated with its delivery. The parties allow for the possibility of exchanging information or communicating decisions in a form other than by means of the complaint handling IT systems provided by DB SCHENKER only if this is required by the vital interest of either party and if this is agreed in writing.

- h. The payment of compensation will be made to the account indicated by the Complainant in the complaint handling IT systems provided by DB SCHENKER. The complainant is responsible for the correctness and validity of the bank account number defined in the complaint handling IT systems provided by DB SCHENKER for the purposes of complaint-related transfers.
    - DB SCHENKER undertakes to store the information and documents relating to the complaint submitted in the complaint handling IT systems provided by DB SCHENKER for a period of five years from the beginning of the year following the year in which the document was submitted. All documents enclosed by the Complainant in the complaint procedure via the complaint handling IT systems provided by DB SCHENKER will be visible to the Complainant for a period of three months from the date of completion of the complaint. All documents enclosed by the complainant in the complaint procedure in the complaint handling IT systems provided by DB SCHENKER will only be made available to the claimant after an application has been made to DB SCHENKER for access to these documents, sent by e-mail to PL.sm.WAW.reklamacje-krajowe-land@dbschenker.com.
  - i. DB SCHENKER undertakes to take the utmost care to protect the data and enclosures entered by the Complainant. DB SCHENKER shall not be held liable in the event of access to documents by a third party as a result of a tortious act.
  - j. The Complainant or DB SCHENKER shall not be held liable for the consequences of events resulting from the failure or malfunction of the Internet or complaint handling IT systems provided by DB SCHENKER.
11. The Client is not entitled to offset claims towards DB SCHENKER against any DB SCHENKER claims.
12. The up-to-date description of the complaint handling IT systems provided by DB SCHENKER is available on the website [www.dbschenker.pl](http://www.dbschenker.pl) in the Complaints section.
13. Until DB SCHENKER has made a decision on whether to accept or reject the complaint, the Client or complainant is obliged to secure the consignment.
14. The compensation shall be paid in the amounts and according to the terms appropriate for the specific type of transport and the liability assumed by DB SCHENKER when performing the specific service.
15. In the course of dealing with a complaint, DB SCHENKER shall be entitled, at its own discretion, to request the owner of the goods to transfer the ownership title to DB SCHENKER, paying compensation equal to the replacement value of the goods.
16. If the data used as the basis for calculating compensation is expressed in a currency other than the Polish zloty, the conversion shall be made at the rate of exchange from the day preceding the day on which the decision to pay compensation is made.

#### **§ 14**

#### **Additional Assurances of Schenker sp. z o.o.**

1. DB SCHENKER has an integrated management system for quality, safety and Environment in accordance with the requirements of: ISO 9001, ISO 14001, ISO 45001, ISO/IEC 27001, HACCP systems, TAPA FSR and the Act of 29 November 2000 on foreign trade in goods, technologies and services of strategic importance for state security, and for the maintenance of international peace and security (i.e., Journal of Laws 2013, item 194) (WSK - Internal Control System).
2. The transport of consignments containing dangerous goods (ADR) is regulated by the Conditions of Logistics Handling of Dangerous Goods in Domestic and International Traffic at Schenker sp. z o.o., published at [www.dbschenker.pl](http://www.dbschenker.pl). These General Terms and Conditions shall apply to all matters not regulated by the Terms and Conditions for Logistics Handling of Dangerous Goods in Domestic and International Traffic at Schenker Ltd.
3. The transport of consignments containing food commodities is regulated by the "Terms and Conditions of Logistics Service of Food Commodities at DB SCHENKER" published at the website: [www.schenker.pl](http://www.schenker.pl). These Terms and Conditions apply to the issues not regulated in the Terms and Conditions of Logistics Service of Food Commodities at DB SCHENKER.
4. If DB SCHENKER undertakes to transport a consignment as defined in the Act of 9 March 2017 on the monitoring system for the carriage of goods by road together with implementing acts or the legal act that replaces the aforementioned legal acts (hereinafter referred to as the Act), the Client undertakes to comply with the provisions of the Act and the applicable DB SCHENKER's 'Rules of Handling Consignments subject to the Road Transport and Rail Transport Monitoring System Act', which are available on website [www.dbschenker.pl](http://www.dbschenker.pl), which are an integral part of these General Terms and Conditions.
5. By placing and accepting an Order or concluding an agreement in another form, DB SCHENKER and the Client conclude a personal data processing agreement for a period of time corresponding to the period of cooperation, under the terms and conditions specified in the Rules of Personal Data Processing between DB SCHENKER and the Client, available at [www.dbschenker.pl](http://www.dbschenker.pl), which form an integral part of these General Terms and Conditions.

## **§ 15**

### **Sending Commercial Information**

1. The Client agrees to receive commercial information from DB SCHENKER by mail or electronic means of communication, including e-mail, to the address or addresses used by the Client in business dealings. The Client agrees to the inclusion of its postal addresses, including e-mail, in the DB SCHENKER database and agrees to the use of these addresses for direct marketing of DB SCHENKER products or services.
2. The Client is entitled to revoke its consent to receive commercial information by sending a corresponding written statement to DB SCHENKER's registered office address:  
Schenker sp. z o.o. ul. Żwirki i Wigury 16C, 02-092 Warsaw.

## **§ 16**

### **Amendments to the Terms and Conditions of the Provision of Domestic Services of Schenker sp. z o.o.**

1. DB SCHENKER is entitled to amend these General Terms and Conditions, including their appendices, or to issue new General Terms and Conditions at any time. This may be motivated, in particular, by changes in the scope or organisation of the services provided, changes in the costs of providing the services or changes in the applicable legislation.



2. The Client assures that it will have permanent access to the Internet during the period of its co-operation with DB SCHENKER and agrees that it will find out about the current contents of these General Terms and Conditions, including the appendixes thereto, by itself from the information provided on the website [www.dbschenker.pl](http://www.dbschenker.pl). DB SCHENKER undertakes to always include binding notices on the aforementioned website of the date on which changes to the General Terms and Conditions take effect, and any information sent to the Client in writing or by e-mail will be of a supplementary nature only. The Client undertakes to familiarise itself with the current contents of the General Terms and Conditions, including the appendixes thereto, before placing the order.
3. The current version of the General Terms and Conditions is also available at the Management Board Office and Branches of DB SCHENKER.
4. In the event of the occurrence of an epidemic emergency or a state of epidemics as well as the passing of legal measures by the competent authorities in connection with the occurrence of an epidemic emergency or a state of epidemics, if the occurrence of the aforementioned emergency events may endanger or threaten such values as the health or human life of DB SCHENKER clients, DB SCHENKER's personnel or DB SCHENKER's subcontractors, or may lead, or does lead, to the loss of continuity of DB SCHENKER's services - DB SCHENKER may temporarily modify the manner in which it provides the services specified in these General Terms and Conditions to the manner in which the Consignment is received from the Consignor, the transfer of the Consignment to the Consignee, the time limits for the transfer of the consignments.
5. The situations referred to in clause 4 above shall include in particular:
  - a. identification at a DB SCHENKER branch or facility or a DB SCHENKER Subcontractor (including the driver assigned to that branch) of a virus infection, the occurrence of which is the cause of an epidemic risk or an epidemic state, necessitating a temporary shutdown of part or all of that facility until quarantine of that facility or the personnel operating it has been completed,
  - b. an obligation imposed on DB SCHENKER or DB SCHENKER's Subcontractor by state authorities to behave in a certain way in connection with an epidemic emergency or a state of epidemics, including in particular an order to provide certain services or a ban on providing them, which affects DB SCHENKER's or DB SCHENKER's Subcontractor's ability to perform transport activities,
  - c. the issuance by government authorities, in connection with an epidemic emergency or a state of epidemics, of regulations modifying the transport regulations, including the Transport Law, in such a way as to affect the principles of DB SCHENKER's provision of services as set out in these General Terms and Conditions,
  - d. determination by entities with nationwide authority in the field of epidemic knowledge (including state sanitary inspections or specialist research units) that certain activities or behaviours undertaken by DB SCHENKER or DB SCHENKER's Subcontractors in connection with the performance of their obligations under these General Terms and Conditions pose a risk of infection with the virus or spread of the virus (the occurrence of which is the reason for the epidemic emergency or the state of epidemics).
  - e. the occurrence - if DB SCHENKER or DB SCHENKER's Subcontractor performs activities specified in these General Terms and Conditions - of factors that increase the risk of contracting a disease as a result of contracting a virus (the occurrence of which is the cause of an epidemic threat or a state of epidemics), in particular direct contact in close proximity with members of the public, or the circulation of members of the public's movable property (including cash), with the exception of Consignments,
  - f. determination that the situations described in clause 5a above occur at the Consignor's or Consignee's locations or at DB SCHENKER's or DB SCHENKER's Subcontractors's branches.

6. DB SCHENKER shall inform the Client without delay, but no later than 2 days after the circumstances referred to in clause 4 above have come to its attention, of its intention to modify the service provision.
7. The modification referred to in clause 4 above may not last longer than the duration of the hazards referred to in clause 4 above (including the duration of quarantine and any other action required by law in the event of such hazards) or the duration of the provisions referred to in clause 5c above, and only in the territorial area of their occurrence.
8. If the basis for the modifications referred to in clause 4 above is not explicitly an act issued by the state authorities in connection with the occurrence of the events referred to in clause 4 above, the modification of the provision of services must be proportionate to the event in question, its territorial scope, and the degree of threat to the values or interests referred to in clause 4 above.

## **§ 17**

### **Trade Restrictions**

1. The export, import and re-export of goods and the provision of services may be subject to laws and regulations enacted by authorised authorities ('Trade Restrictions'), which may, inter alia, include EU and US export laws and regulations. Each party represents and warrants that, under this agreement, it shall act in accordance with the Trade Restrictions applicable to it, which may include, but are not limited to, sanctions requirements, anti-boycott laws and screening of parties in export, customs, import and domestic activities.
2. The Client shall be responsible for determining whether the services provided are subject to Trade Restrictions and shall obtain the required licences, consents, permits or relevant exemptions and serve these on DB SCHENKER together with the relevant information. DB SCHENKER shall be entitled to verify in advance the conformity with the Commercial Restrictions of the information provided by the Client and shall be entitled to request supplementary information.
3. DB SCHENKER reserves the right to refuse the services provided, relieving it of any responsibility, if trade restrictions on the services provided apply or new ones arise, or have been reassessed or amended. DB SCHENKER also reserves the right to refuse the services provided if the Client does not provide information or confirmation from which it is unequivocally evident that the goods subject to trade restrictions are authorised for export, or no export authorisation is required or has already been obtained.
4. The Client declares that it is aware that DB SCHENKER is not obliged to and will not provide services in connection with goods used for internal repression, ITAR goods or military goods and warrants that it will not hand over such goods to DB SCHENKER in the performance of services.
5. The Client declares that it has no relationship with any person or entity with which transactions are prohibited under the applicable national or international laws in Poland, nor is it on the list of entities with which transactions are prohibited under such laws. If it is established that the above declaration is not true or that there are grounds for such an assertion, DB SCHENKER is entitled to immediately terminate the cooperation with the Client without incurring any compensation consequences.

## **§ 18**

### **Information Clause on Personal Data**

According to 13 sec. 1 and sec. 2 of the Regulation of the European Parliament and the Council (EC) no. 2016/679 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 no. 95/46/EC (General Data Protection Regulation), Schenker sp. z o.o. hereby informs that:

1. The Data Controller of the personal data obtained from the Client within the meaning of Articles 13 and 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (GDPR) is Schenker Sp. z o.o. with its registered office at ul. Żwirki i Wigury 16C, 02-092 Warsaw.
2. Compliance with the data protection policies at Schenker sp. z o.o. is supervised by a designated Data Protection Officer, who can be contacted at the following e-mail address: IOD@dbschenker.com.
3. The Client'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 execution of the order/collaboration agreement between the Client and the Data Controller	Article 6(1)(b) of the GDPR (processing is necessary for the performance of an agreement to which the data subject is a party)
Processing complaints	Article 6(1)(b) of the GDPR (performance of an agreement)
	Article 6(1)(c) of the GDPR (legal obligation)
Contacting the Client in order to survey the level of satisfaction among Data Controller's clients	Article 6(1)(f) of the GDPR (legitimate interest - building a positive corporate image)
Pursuing claims and taking action in connection with the debt recovery process	Article 6(1)(f) of the GDPR (legitimate interest - asserting claims, taking action of a debt collection nature)
Direct marketing (sending commercial information) including profiling,	Article 6(1)(f) of the GDPR (legitimate interest - promotion of goods and services offered by the Data Controller)

4. The source of the personal data is the Client from whom the personal data was obtained, in particular in the case of persons representing the Client and contact persons.
5. Personal data was obtained from the source indicated in the clause above in the following respect: name, position, contact details.
6. The recipients of the Client's personal data will be companies providing transport and loading services, postal services, customs agencies, consignees, companies providing document and media destruction services, companies providing document resource management and storage services, companies providing legal and tax services and debt collection services, and companies providing accounting services.
7. The Client's personal data may be transferred to third countries (i.e., countries outside the European Economic Area) to which DB SCHENKER delivers consignments, if the transfer is necessary for the execution of the agreement between you and Schenker Sp. z o.o. (Article 49(1)(b) of the General Data Protection Regulation).
8. The storage period for the Client's personal data collected by Schenker Sp. z o.o., depends on the purpose for which the data is collected, in accordance with the following criteria:

- a. the period of execution of the cooperation agreement - in the case of data processing for the purpose of concluding and executing a commission/cooperation agreement,
  - b. the period of time necessary to consider the complaint submitted - in the case of data processing to handle the complaint process,
  - c. until such time as the dispute is resolved / the parties have settled their obligations, taking into account the relevant limitation periods for claims - in the case of data processing for the purpose of pursuing claims and taking debt recovery actions,
  - d. until the Client raises an objection - in the case of data processing for the purpose of Data Controller customer satisfaction surveys and direct marketing (sending commercial information),
  - e. after the periods indicated under items a) - d) - for the period during which the law prescribes the retention of the data or for the period of limitation of possible claims.
9. The Client has the following rights in relation to the processing of personal data:
- a. The right to request the Data Controller to access, rectify, restrict the processing of the Client's personal data,
  - b. the right to data portability in the case of data processing for the conclusion and performance of a cooperation agreement and the processing of complaints,
  - c. the right to object when data is processed for satisfaction surveys and direct marketing (sending commercial information), including profiling,
  - d. the right to lodge a complaint with a supervisory authority (the President of the Office for the Protection of Personal Data) in case of suspicion that the processing of personal data concerning the Client violates the provisions of the General Data Protection Regulation.
10. The provision of personal data by the Client is a condition for the conclusion of the agreement. The consequence of failing to provide data is that it is not possible to establish or continue cooperation between the Client and the Data Controller. The provision of data for the other purposes indicated in clause 3 is voluntary, but necessary for their fulfilment.
11. The Client undertakes to comply with the information obligations towards persons whose personal data are processed in connection with the commencement of cooperation, and in particular undertakes to make the persons designated to commence and carry out the assignment/agreement familiar with this clause.

## **§ 19 Final Provisions**

1. The following documents form an integral part of these General Terms and Conditions:
- 1) Price lists:
    - a) Freight Table,
    - b) Table of Additional Fees and Services,
  - 2) Rules for Calculation of the Fuel Adjustment;
  - 3) Schedule of Deliveries;
  - 4) DB SCHENKER rules on packaging standards for palletised and non-palletised groupage shipments;
  - 5) Terms and Conditions for the Logistics Handling of Dangerous Goods in Domestic and International Traffic at Schenker sp. z o.o.;
  - 6) Conditions for the Logistical Handling of Food - HACCP;
  - 7) Rules for the Handling of Consignments Subject to the Act on the Monitoring System for Carriage of Goods by Road and Rail .
  - 8) EUR/EPAL pallet standards
  - 9) Address label standard,
  - 10) Rules for personal data processing between DB SCHENKER and the contractor.

- 11) DB SCHENKER's consignment parameter verification process.
2. The provisions of Section 16 shall apply mutatis mutandis to the aforementioned documents.
3. These General Terms and Conditions shall apply to the services provided by DB SCHENKER in Poland and any deviations therefrom shall require written form for their validity.
4. All disputes arising in connection with the conclusion and performance of DB SCHENKER services shall be settled by the common courts having jurisdiction at the registered office of DB SCHENKER or the city of Poznań, at the choice of the party bringing the action.
5. These General Terms and Conditions and the documents referred to in clause 1 attached to them do not constitute an offer within the meaning of the Civil Code.
6. With regard to the conclusion of agreements with DB SCHENKER pursuant to these General Terms and Conditions, the provisions of Article 66<sup>1</sup> § 1 - 3 of the Civil Code shall not apply.
7. The documents specified in clause 1, in particular the Price Lists and the Rules for Calculation of the Fuel Adjustment, which were in force prior to the date specified in the introduction to these General Terms and Conditions, shall remain unchanged and shall continue to apply in their current wording unless DB SCHENKER modifies them pursuant to § 16(1).

Schenker sp. z o.o. in Warsaw, ul. Żwirki i Wigury 16C, 02-092 Warsaw  
phone no.: (+ 48 22) 532-11-00, fax.: (+48 22) 532-11-11; [www.dbschenker.pl](http://www.dbschenker.pl)