

**Terms and Conditions  
of the Provision of International Road Forwarding Services  
of Schenker sp. z o.o.  
with its registered office in Warsaw**

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**Effective from 2026-01-12, introduced by Regulation of the Director of Land  
Business of Schenker Sp. z o.o.**

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**§1  
Scope of Terms and Conditions**

These Terms and Conditions of Services, hereinafter referred to as the General Terms and Conditions, shall apply to all agreements concluded in the field of international road forwarding concluded with Schenker sp. z o. o. - hereinafter referred to as DB SCHENKER, unless otherwise agreed in writing. The Table of Additional Fees and Services in International Road Forwarding, published at [www.dbschenker.pl](http://www.dbschenker.pl), is an integral part of the General Terms and Conditions.

**§2  
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 as specified in this document. DB SCHENKER is obliged to provide only the services it has expressly accepted.

**§3  
Basic DB SCHENKER services**

1. Consignment distribution in DB SCHENKER**system**, DB SCHENKER**system home** and DB SCHENKER**system premium** - consignment distribution is an international transport service, using transshipment terminals, for consignments not exceeding any of the following parameters:
  - 1.1. Consignments containing standard-size packages
    - a. maximum consignment weight - actual or calculated (hereinafter referred to as the **weight**) - 2,500 kg;
    - b. maximum consignment volume - 10.0 m<sup>3</sup> (permissible volume may vary, depending on the country of delivery/collection - according to information provided by DB SCHENKER);
    - c. maximum package length - 2.4 m
    - d. maximum package width - 1.8 m; (for consignments requiring delivery by truck with a lift, the permissible width is 1.2 m)
    - e. maximum package height - 2.2 m;
    - f. maximum weight of a single package may not exceed:
      - 1,500 kg for consignments adapted to mechanical reloading,
      - 1,000 kg for consignments requiring delivery by truck with a lift (permissible weight may vary, depending on the country of delivery/collection - according to information on [www.dbschenker.pl](http://www.dbschenker.pl))
      - 30kg, and in exceptional cases by prior agreement with DB SCHENKER, 50kg for packaging not adapted to mechanical reloading.
  - 1.2. Consignments containing long packages.
    - a. maximum consignment weight - actual or calculated (hereinafter referred to as the weight) - 2,500 kg

- b. maximum consignment volume - 10.0 m<sup>3</sup> (permissible volume may vary, depending on the country of delivery/collection - according to information on [www.dbschenker.pl](http://www.dbschenker.pl));

1.2.1. 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

1.2.2. Long packages type 2 - not adapted to mechanical reloading

- a. maximum length: 6.0 m
- b. maximum width: 0.4 m
- c. maximum height: 0.4 m
- d. maximum package weight: 30 kg
- e. maximum number of packages per consignment: 10 packages

- 1.3. DB SCHENKER**system**, DB SCHENKER**system home** and DB SCHENKER**system premium** consignments adapted to mechanical reloading are consignments meeting the conditions described in items 1.1 or 1.2.1 in which each consignment (e.g., pallet, box, basket, container), in the opinion of DB SCHENKER, has a design that allows it to be reloaded safely and without damage by mechanical reloading means (forklifts), by one person.

- 1.4. DB SCHENKER**system**, DB SCHENKER**system home** and DB SCHENKER**system premium** consignments not adapted to mechanical reloading are consignments in which at least one of the packages does not fulfil the conditions of a consignment adapted to mechanical reloading as assessed by DB SCHENKER.

- 1.5. Consignment collection and delivery for all products is carried out on working days between 8 am and 4 pm.

Any remarks made by the Client on the order ('additional remarks' field) or in any other form are not binding on DB SCHENKER. The consignment declared ready for collection at the consignor's location on a given day is accepted for the period from 8 am to 4 pm.

- 1.6. DB Schenker does not provide information on the phone number of the driver carrying out the transport.

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

- 2.1. DB SCHENKER**system** - distribution of groupage consignments with estimated delivery times shown in the schedule of deliveries for this product - available at [www.dbschenker.pl](http://www.dbschenker.pl).

- 2.2. DB SCHENKER**system premium** - distribution of groupage consignments with delivery in the shortest possible time according to the schedule of deliveries for this product. The Schedule is available at [www.dbschenker.pl](http://www.dbschenker.pl).

2.2.1. The following restrictions apply to the DB SCHENKER**system premium** product:

- a. deliveries to: fairs, airports and seaports are excluded
- b. consignment pre-notification services are excluded
- c. consignments for which customs declaration operations are not carried out by DB SCHENKER or its agent are excluded,
- d. consignments containing long packages are excluded

The following restrictions apply to the DB SCHENKER**system premium** product:

- a. EXW - Ex Works
- b. DDU - Delivered Duty Unpaid (DAT-Delivered at Terminal/DAP-Delivered at Place)
- c. DDP - Delivered Duty Paid

- 2.3. DB SCHENKER**system home** - distribution of groupage consignments to private individuals, including non-business customers with estimated delivery times shown in the delivery schedule for this product - available at [www.dbschenker.pl](http://www.dbschenker.pl). The service includes the implementation of **Automated Fix Day to be agreed** and **pre notice SMS** or **pre notice e-mail** options.

The Client is obliged to provide the consignee's contact details. If the date of delivery specified by the consignee requires the consignment to be stored at the DB SCHENKER terminal for a period of more than 3 working days, 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 in International Road Forwarding available at [www.dbschenker.pl](http://www.dbschenker.pl).

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

- the consignee does not need to have the infrastructure or equipment to unload the consignment from the vehicle
- the unloading of the vehicle is carried out by the driver
- the driver does not carry the consignment into the consignee's premises
- 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
- the place of delivery may be a residential building
- there must be access to the place of delivery for a vehicle with a maximum permissible weight of 12 tons
- delivery takes place during standard working hours (for Poland 8 a.m. - 4 p.m.)
- the consignment is delivered by a vehicle equipped with a hydraulic lift

2.3.1. The following restrictions apply to the DB SCHENKER**system home** product:

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

Only the following delivery conditions are accepted for the DB SCHENKER**system home** product: DAP - Delivered at Place

- 2.4. **fix day** - distribution of DB SCHENKER**system** consignments with a delivery date on a specific working day. 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 delivery process requires the consignment to be stored at the DB SCHENKER terminal for a period of more than 3 working days, then DB SCHENKER is entitled to charge a fee for the storage of the consignment according to the rate for this option according to the Table of Additional Fees and Services in International Road Forwarding, available at [www.dbschenker.pl](http://www.dbschenker.pl).

The **fix day** option for imports to Poland cannot be implemented for consignments containing DGS (ADR) dangerous goods. The availability of the **fix day** option, in exports from Poland, for consignments containing DGS (ADR) dangerous goods, in individual countries is defined in the materials available at [www.dbschenker.pl](http://www.dbschenker.pl).

- 2.5. **fix day to be agreed** - distribution of DB SCHENKER**system** consignments with a delivery date on specified by the consignee. DB SCHENKER will contact the consignee by phone to set a delivery date. The Client is obliged to provide the consignee's contact details.

If the date of delivery thus specified requires the consignment to be stored at the DB SCHENKER terminal for a period of more than 3 working days, 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 in International Road Forwarding, available at [www.dbschenker.pl](http://www.dbschenker.pl).

The **fix day to be agreed** option for imports to Poland cannot be implemented for consignments containing DGS (ADR) dangerous goods.

The availability of the **fix day to be agreed** option, in exports from Poland, for consignments containing DGS (ADR) dangerous goods, in individual countries is defined in the materials available at [www.dbschenker.pl](http://www.dbschenker.pl).

- 2.6. **Automated fix day to be agreed** – distribution of DB SCHENKER**system** consignments with a delivery date on a working day specified by the consignee. DB SCHENKER will provide a link, via SMS (text message), to a website in order to arrange a delivery date. The Client is obliged to provide the consignee's contact details.

If the date of delivery thus specified requires the consignment to be stored at the DB SCHENKER terminal for a period of more than 3 working days, 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 in International Road Forwarding, available at [www.dbschenker.pl](http://www.dbschenker.pl).

The **fix day to be agreed** option for imports to Poland cannot be implemented for consignments containing DGS (ADR) dangerous goods.

The availability of the **fix day to be agreed** option, in exports from Poland, for consignments containing DGS (ADR) dangerous goods in individual countries is defined in the materials available at [www.dbschenker.pl](http://www.dbschenker.pl).

- 2.7. **fix day 10 or fix day 13** options – distribution of DB SCHENKER**system** consignments with the delivery by 10 a.m. (**fix day 10** option) or 1 p.m. (**fix day 13** option) of the local time, with the delivery on a specified working day. The delivery date should be indicated in the order and must be later than the date indicated in schedule of deliveries for the DB SCHENKER**system premium** product.

If the date of delivery thus specified requires the consignment to be stored at the DB SCHENKER terminal for a period of more than 3 working days, then DB SCHENKER is entitled to charge a fee for the storage of the consignment according to the rate for this option according to the Table of Additional Fees and Services in International Road Forwarding, available at [www.dbschenker.pl](http://www.dbschenker.pl).

In the case of **fix day 10** or **fix day 13** services, failure to deliver the consignment by 10 a.m. (**fix day 10** option) or 1 p.m. (**fix day 13** option) for reasons attributable to DB Schenker shall not give rise to the right to charge the Client an additional fee for this service,

**fix day 10 or fix day 13** options in imports to Poland cannot be implemented for consignments containing DGS (ADR) dangerous goods. The availability of the **fix day 10** or **fix day 13** option, in exports from Poland, for consignments containing DGS (ADR) dangerous goods in individual countries is defined in the materials available at [www.dbschenker.pl](http://www.dbschenker.pl).

- 2.8. **pre notice** option - consists of notifying the consignee by phone of the expected delivery, with the proviso that DB SCHENKER is not responsible for the consignee's acceptance of the notification and that the delivery date cannot be changed with this service.
- 2.9. **pre notice SMS** option - consists of notifying the consignee by an SMS (text) message of the expected delivery, with the proviso that DB SCHENKER is not responsible for the consignee's acceptance of the notification and that the delivery date cannot be changed with this service.
- 2.10. **pre notice mail** option - consists of notifying the consignee of the expected delivery by e-mail, with the proviso that DB SCHENKER is not responsible for the consignee's acceptance of the notification and that the delivery date cannot be changed with this service.
- 2.11. **DGS (ADR)** option - transport of dangerous goods - Conditions of Logistics Service for Dangerous Goods in Domestic and International Traffic at Schenker sp. z o.o. are available in a separate document on [www.dbschenker.pl](http://www.dbschenker.pl).

- 2.12. **premium10** or **premium13 options** – distribution of DB SCHENKER**system premium** consignments with the delivery by 10 a.m. (Premium10 option) or 1 p.m. (Premium13 option) of the local time, as soon as possible, in accordance with the schedule of deliveries for that product. The Schedule is available at [www.dbschenker.pl](http://www.dbschenker.pl).

The options are available only as part of the DB SCHENKER**system premium** product, and in a limited range of postal codes, as indicated by DB SCHENKER. Availability in individual countries is defined in the materials available at [www.dbschenker.pl](http://www.dbschenker.pl).

In the case of **premium10** or **premium13** services, non-delivery of the consignment by 10 a.m. (premium10 option) or 1 p.m. (premium13 option), shall not give rise to the right to charge the Client an additional fee for this service, with the proviso that if the service is performed on the specified collection day, remuneration will be due as for the DB SCHENKER**system premium**.

3. The availability of **fix day, fix day to be agreed, , DGS (ADR), premium10, premium13** options in individual countries is defined in the materials available at [www.dbschenker.pl](http://www.dbschenker.pl).
4. DB SCHENKER**part load** or DB SCHENKER**full load** is a service for the transport of consignments exceeding one or more of the maximum parameters for DB SCHENKER**system** and DB SCHENKER**system premium** consignments as described in clauses 3(1) and 3(2).

- 4.1. DB SCHENKER**part load** are consignments which together fulfil the following conditions:
- a. the actual weight of the consignment is less than or equal to 19,400 kg
  - b. the volume of the consignment is less than or equal to 55 m<sup>3</sup>
  - c. the number of loading metres is less than or equal to 11

DB SCHENKER**part load** consignments are transported on a vehicle either independently or together with other consignments from the place of loading to the place of unloading, generally without reloading at DB SCHENKER terminals.

- 4.2. DB SCHENKER**full load** are consignments that meet at least one of the following conditions:
- a. the actual weight of the consignment is greater than 19,400 kg
  - b. or the number of loading metres is greater than 11
  - c. or the volume of the consignment is greater than 55 m<sup>3</sup>

DB SCHENKER**full load** consignments are transported directly from the place of loading to the place of unloading, without reloading at terminals. This applies to a consignment or consignments of one Client only.

The Client has the right to order transport directly from the place of loading to the place of unloading without reloading at terminals for consignments which do not meet the conditions for DB SCHENKER**full load** consignments. If DB SCHENKER accepts such an order, the DB SCHENKER**full load** provision will apply.

- 4.3. For all DB SCHENKER**part load** and DB SCHENKER**full load** options, a vehicle with a gross vehicle weight of 42 tons must be able to reach the loading and unloading place.. A deviation from this principle requires mutual agreement at the stage of determining the terms and conditions of service.
- 4.4. Parameters of consignments handled with DB SCHENKER**part load** and DB SCHENKER**full load**:
- a. maximum width - 2.40 m;
  - b. maximum height - 2.50 m;
  - c. maximum length - length not exceeding the length of the vehicle load bed.
- 4.5. When consignments are transported by semi-trailers, the maximum length is 13.5 m. The weight of the unit package and its dimensions should not cause an uneven load on the vehicle. A deviation from the above principles requires mutual agreement at the stage of determining the terms and conditions of service.

5. Depending on the country of delivery or collection, the following options are available with the DB SCHENKER **part load** and DB SCHENKER **full load** consignment distribution services:

5.1. **Time window pick-up** option – distribution of DB SCHENKER **part load** and DB SCHENKER **full load** consignments enabling the selection of a specific time window for the pick-up of the consignment, between 9 a.m. and 12 p.m. defined as ‘morning’ or between 1 p.m. and 4 p.m. defined as ‘afternoon’.

5.2. **Time window delivery** option – distribution of DB SCHENKER **part load** and DB SCHENKER **full load** consignments enabling the selection of a specific time window for the delivery of the consignment, between 9 a.m. and 12 p.m. defined as ‘morning’ or between 1 p.m. and 4 p.m. defined as ‘afternoon’.

**Time window pick up** and **Time window delivery** options cannot be booked together via the eSchenker application.

The **Time window pick-up** or **Time window delivery** options cannot be provided for consignments containing dangerous goods (ADR).

The availability of **Time window pick-up** or **Time window delivery** options in individual countries is defined in the materials available at [www.dbschenker.pl](http://www.dbschenker.pl).

5.3. **Fix Day pick-up** option - distribution of DB SCHENKER **part load** and DB SCHENKER **full load** consignments with a collection date on a specific working day. The possible date range for the **Fix Day pick-up** option is at the earliest two working days after the order is placed.

5.4. **Fix Day delivery** option - distribution of DB SCHENKER **part load** and DB SCHENKER **full load** consignments with a delivery date on a specific working day. The delivery date for the **Fix Day delivery** option cannot be earlier than the service plan for that postcode range. The service plan is available at [www.dbschenker.pl](http://www.dbschenker.pl).

**Fix Day pick up** and **Fix Day delivery** options cannot be booked together via the eSchenker application.

The **Fix Day pick-up** and **Fix Day delivery** options do not contain commitments regarding time slots for pick-up or delivery.

The **Fix Day pick-up** and **Fix Day delivery** options cannot be provided for consignments containing dangerous goods (ADR).

The availability of the **Fix Day pick-up** and **Fix Day delivery** options in individual countries is defined in the materials available at [www.dbschenker.pl](http://www.dbschenker.pl).

5.5. **Pre-Notice pick-up** option - consists of notifying the consignor of the expected pick-up, with the proviso that DB SCHENKER is not responsible for the consignor's acceptance of the notification and that the delivery date cannot be changed with this service.

5.6. **Pre-Notice delivery** option - consists of notifying the consignee of the expected delivery, with the proviso that DB SCHENKER is not responsible for the consignee's acceptance of the notification and that the delivery date cannot be changed with this service.

5.7. The **Proof of Delivery** option consists of providing the original or a scan of the CMR or other agreed shipping document serving as proof of delivery.

The maximum time limit for returning the document to the Client is 30 calendar days.

Failure or delay by Schenker to provide the Proof of Delivery service shall not entitle the Client to withhold or refuse payment for other services provided under the order.

5.8. **Same Day collection** option - distribution of DB SCHENKER **part load** and DB SCHENKER **full load** consignments with a collection date on the day of the order. This option is only available by prior arrangement with Schenker and cannot be ordered via the eSchenker application.

6. The following option pairs cannot be combined with each other via the eSchenker application:

- Time window pick-up and Time window delivery
- Time window pick-up and Same day collection
- Time window pick-up and DGS/ADR
- Time window delivery and DGS (ADR)
- Fix Day pick-up and Fix Day delivery
- Fix Day pick-up and Same day collection
- Fix Day pick-up and DGS (ADR)
- Fix Day delivery and Same day collection
- Fix Day delivery and DGS (ADR)
- Same Day collection and DGS (ADR)

7. DB SCHENKER **direct express** - a service for transporting consignments directly from the place of loading to the place of unloading, without reloading at terminals, in the field of international road forwarding. This applies to a consignment or consignments of one Client only.

Parameters of consignments handled by DB SCHENKER **direct express**:

- a. maximum consignment weight: 1200 kg
- b. maximum number of loading metres: 3.2 (equivalent of 8 euro pallets)
- c. maximum width: 2m
- d. maximum height: 2 m
- e. maximum length: 4 m

It is a dedicated service, designed each time for consignments that require individual solutions, agreed on a case-by-case basis.

With regard to the form of placing and accepting orders, the provisions of §5 sections 1-3 of the 'Terms and Conditions of the Provision of International Road Forwarding Services of Schenker sp. z o.o.' published on the website [www.schenker.pl](http://www.schenker.pl) are excluded.

8. DB SCHENKER **oversized** - a dedicated logistics service, designed for each consignment which due to its size, weight or specific nature of freight requires individual solutions.

9. DB SCHENKER is only obliged to provide services other than those mentioned above if it accepts a written order to do so. Any additional instructions shall only be binding for DB SCHENKER if expressly confirmed in writing.

10. DB SCHENKER reserves the right to suspend, modify or withdraw a specific type of service(s) provided by DB SCHENKER, at any time, by amending the General Terms and Conditions. In such a case, DB SCHENKER shall inform the Client with whom the agreement for the services referred to in the preceding sentence has been concluded of the possibility of continuing the services on the terms and conditions closest to those stipulated in the agreement (hereinafter referred to as DB SCHENKER proposal). If, within 7 days of receipt of DB SCHENKER's proposal by the Client, the Client does not

send its objections to DB SCHENKER's proposal in writing or by e-mail, the Client shall be deemed to have accepted the modification of the agreement on the terms specified in DB SCHENKER's proposal. If the Client objects to DB SCHENKER's proposals made within the time and form specified in the preceding sentence, the parties assume that DB SCHENKER has terminated the agreement with the Client for the service which will not be provided, within 21 days of the expiry of the 7-day period following receipt by the Client of DB SCHENKER's proposals.

#### **§4**

#### **Goods whose freight is subject to limitations and requires separate written agreements**

1. DB SCHENKER does not, as a rule, carry the following loads:
  - a. tobacco and tobacco products;
  - b. plants and livestock (animals);
  - c. valuable consignments, (e.g., gold or silver in bars, precious stones, precious jewellery, precious metal objects, valuable works of art);
  - d. bonds, transferable commercial papers or any securities;
  - e. currencies, banknotes and coins;
  - f. narcotics and psychotropic substances;
  - g. goods (SENT) subject to the Act on the Monitoring System for Carriage of Goods by Road and Rail of 9 March 2017 together with implementing acts or the legal act which will replace the aforementioned legal acts, hereinafter referred to as the Act (not applicable to DB SCHENKER **part load** and DB SCHENKER **full load** consignments).
2. The following consignments will only be accepted for carriage upon the conclusion of a separate written agreement:
  - a. consignments that require specialised rolling stock and handling;
  - b. consignments that require suitable temperatures for transport;
  - c. food;
  - d. personal belongings;
  - e. alcohol products;
  - f. arms and ammunition;
  - g. consignments exceeding the parameters listed in §3;
  - h. consignments whose carriage requires separate permits and concessions;
  - i. goods that cannot be consolidated with other goods (not applicable to DB SCHENKER **full load** option);
  - j. consignments without adequate packaging to protect the goods during transport;
  - k. consignments without the documentation required by the specific legislation;
  - l. consignments containing medicinal products requiring the application of the provisions of the Pharmaceutical Law and Good Distribution Practice;
3. DB SCHENKER does not transport waste and certain classes of hazardous materials. The transport of consignments containing dangerous goods is regulated by the Conditions of Logistics Service for Dangerous Goods in Domestic and International Traffic at Schenker sp. z o.o..
4. DB SCHENKER shall not be liable for damage resulting from non-compliance with the carriage 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.



5. 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).

## **§5**

### **Acceptance and performance of orders**

1. Orders should be submitted electronically via the e-schenker application, available at [www.dbschenker.pl](http://www.dbschenker.pl), under the terms and conditions set out in the application.

In special cases, it is possible to submit orders according to the templates used by DB SCHENKER and published on [www.dbschenker.pl](http://www.dbschenker.pl) electronically (e-mail, Internet) or by fax.

On the basis of a written agreement between both parties, it is permissible to submit one-off orders by phone or in the form of an electronic file, after having submitted a standing order in writing to DB SCHENKER according to the template published at [www.dbschenker.pl](http://www.dbschenker.pl). Orders transmitted by means other than the e-schenker application shall be submitted to the Customer Service Departments of the DB SCHENKER units responsible for the registered office of the Client ordering the service.

For accepted orders placed by means other than e-schenker or another agreed form of electronic data interchange (EDI), an administration fee will be charged for entering the order into the operating system (manual booking), according to the Table of Additional Fees and Services in International Road Forwarding.

2. Orders, irrespective of how they are submitted, should be transmitted within the following time limits:
  - a. **by 4 p.m.** one working day before the loading day for DB SCHENKER**system**, DB SCHENKER**system home** and DB SCHENKER**system premium** consignments exported from Poland;
  - b. **by 12 p.m.** one working day before the loading day for DB SCHENKER**system**, DB SCHENKER**system home** and DB SCHENKER**system premium** consignments imported to Poland;
  - c. **by 3:00 p.m.** two working days before the loading day for DB SCHENKER**part load** and DB SCHENKER**full load** consignments in export and import to/from Poland to/from EU and EFTA countries;
  - d. **by 12:00 p.m.** three working days before the loading date for DB SCHENKER**part load** and DB SCHENKER**full load** consignments in export and import to/from other countries.
3. If DB SCHENKER does not submit any remarks or objections to the contents of the order (by phone, fax or e-mail) within 2 hours for DB SCHENKER**system** and DB SCHENKER**system premium** consignments and 8 hours for DB SCHENKER**part load** and DB SCHENKER**full load** consignments from the moment of its receipt, this means that the order is accepted for execution under the terms of the order. Orders sent after the hours specified in item 2 will be treated as orders sent at 9 a.m. on the following working day.
4. Acceptance of the consignment for carriage is based on the waybill or other agreed document provided by the consignor.  
Any discrepancies in the consignment data such as:
  - a. addresses,
  - b. consignment parameters,
  - c. number of logistic units,
  - d. manner of packaging,
  - e. additional instructions,

which occur between the entries on the waybill or other transport document and the previously transmitted order must be notified to DB SCHENKER before the consignment is loaded, within the time limits stipulated in §6 and confirmed in writing (electronic form is permissible) by DB SCHENKER.

If DB Schenker performs the service, a change in the address details of the consignment will result in charges in accordance with the Table of Additional Fees and Services in International Road Forwarding, available at [www.dbschenker.pl](http://www.dbschenker.pl)

If DB SCHENKER is not informed by the Client of the changes, all resulting costs incurred by DB SCHENKER, in particular: costs related to delivery to a delivery address other than that specified in the order, downtime costs, shall be charged to the Client.

If DB SCHENKER is not informed by the Client about a change in the consignment parameters, number of logistic units or manner of packaging and DB SCHENKER performs the service, DB SCHENKER will correct the understated data given in the shipping documents or electronically sent, concerning the consignment parameters (weight, dimensions), number of logistic units, manner of packaging and will charge the Client with fees according to the Table of Additional Fees and Services in International Road Forwarding, available at [www.dbschenker.pl](http://www.dbschenker.pl).

In the event of a discrepancy in the consignment data, DB SCHENKER is entitled to refuse the service and to charge the Client the costs incurred as a result, according to the rates for the cancellation of an order as specified in the Table of Additional Fees and Services in International Road Forwarding, available at [www.dbschenker.pl](http://www.dbschenker.pl).

5. If a DB SCHENKER**system**, DB SCHENKER**system home** or DB SCHENKER**system premium** consignment cannot be collected or delivered for reasons attributable to the Customer (Consignee, Client or Consignor), DB SCHENKER shall make another paid attempt at collection or delivery at the Client's expense, without having to obtain the consent of the Client or Consignor.

If a DB SCHENKER**system**, DB SCHENKER**system home** or DB SCHENKER**system premium** consignment cannot be delivered, DB SCHENKER shall, at the latest after the second attempt to deliver the consignment, inquire with the Client about further instructions regarding the consignment. The Client, within 2 working days from the date of sending the request, should provide information on the further handling of the consignment. If it is not possible to redeliver the consignment, DB SCHENKER shall return the consignment to its Consignor at the Client's expense, unless the parties agree otherwise, which may also be agreed by phone on the basis of the information and contact details contained in the order.

If a DB SCHENKER**part load** or DB SCHENKER**full load** consignment cannot be collected or delivered for reasons attributable to the Customer (Consignee, Client or Consignor), DB SCHENKER shall make a further paid collection attempt at the Client's expense, without requiring the consent of the Client or Consignor, and if a DB SCHENKER**part load** or DB SCHENKER**full load** consignment cannot be delivered, DB SCHENKER shall immediately inquire to the Client about further instructions regarding the consignment. The Client should immediately provide information on the further handling of the consignment.

DB SCHENKER is entitled to charge additional fees in accordance with the Table Additional Fees and Services in International Road Forwarding.

Arrangements for receipt of instructions from the Client may also be made by DB SCHENKER by phone on the basis of the information and contact details contained in the order. Upon receipt of a phone order, DB SCHENKER shall be obliged to communicate these arrangements by e-mail, which may be sent to the e-mail address of the Client indicated in the order or any other e-mail address indicated in the agreement between the Client and DB SCHENKER. In the absence of instructions from authorised persons, DB SCHENKER shall, at its choice and at the expense of the Client, be entitled to return the consignment to its Consignor or to deposit the consignment at a place of its choice.

6. If DB SCHENKER**system** and DB SCHENKER**system premium** consignments cannot be redelivered within a period of 2 working days counted from the day following the first delivery attempt, DB

SCHENKER shall charge storage fees according to the rates specified in the Table of Additional Fees and Services in International Road Forwarding, available at [www.dbschenker.pl](http://www.dbschenker.pl).

7. DB SCHENKER shall collect the consignment at the place of dispatch and deliver it to the place of destination indicated in the order and the shipping document. In the event of a discrepancy between the data on the shipping document and the order, DB SCHENKER shall carry out the service in accordance with the shipping documents after acceptance in accordance with the provisions of clause 4.
8. In the case of customs consignments for which the customs declaration operations are not carried out by DB SCHENKER or its agent, the Client shall bear the costs of transport to an external customs agent designated by the Client, according to the rates specified in the Table of Additional Fees and Services in International Road Forwarding, available at [www.dbschenker.pl](http://www.dbschenker.pl).
9. DB SCHENKER**system**, DB SCHENKER**system home** and DB SCHENKER**system premium** consignments must be delivered by the consignor to the edge of the vehicle load bed. For DB SCHENKER**system** and DB SCHENKER**system premium** consignments at the place of unloading, the driver is obliged to make the consignment available to the consignee at the edge of the vehicle load bed. For DB SCHENKER**system home** consignments, the driver is obliged to unload the goods outside the vehicle load bed, but not at the consignee's premises. If the weight of the loads to be moved exceeds 30 kg for manual loading operations or 400kg 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 dispatch and at the place of delivery, i.e., that the Consignor delivers the consignment on the vehicle load bed to the place indicated by the driver and that the Consignee collects the consignment directly from the load bed, from the place indicated by the driver. Any other method of acceptance/transfer of the consignment requires mutual agreement and is subject to additional charges.
10. Loading and unloading operations including load distribution on the vehicle for DB SCHENKER**part load** and DB SCHENKER**full load** consignments are carried out by, and at the expense and risk of, the loader/unloader. During loading, the driver is obliged to supervise the arrangement of the consignment on the means of transport. The driver involved in loading has the right to give instructions to the loader on how the load should be placed on the vehicle.
11. A damage report should be drawn up by the Consignor/Consignee and the carrier in the event of damage at the time of receipt/transfer of the consignment. Information that a damage report has been drawn up should be entered in the waybill. If the driver, for reasons beyond his control, does not take part in loading operations or no damage report is drawn up, it shall be presumed that the damage was caused for reasons attributable to the Client.
12. An order is deemed to be fulfilled as soon as the consignments have been delivered for unloading at the place indicated in the order, unless DB SCHENKER has expressly accepted to carry out the loading operations.
13. If, in connection with the execution of the agreement, it becomes necessary for DB SCHENKER to undertake any unforeseen activities, DB SCHENKER will undertake these after the Client has accepted the terms and conditions.
14. In urgent situations where contact with the Client is impossible and any delay threatens irreparable loss, DB SCHENKER shall, without prior consultation, undertake the measures referred to in clause 14 at the risk and for the account of the Client.

If there is a risk of loss in the value of the goods picked up, or if the nature of the goods is such that they pose a risk to people, property or the environment and it proves impossible to contact the Client, or if the Client, having been advised to take measures to avert the risk, fails to do so, DB SCHENKER is entitled to take appropriate measures and even, if necessary, to sell the goods in an appropriate manner.

Depending on the circumstances, DB SCHENKER may, without notice, sell the goods if they are in danger of total or substantial loss of value, dispose of them or destroy them if they give rise to other risks.

DB SCHENKER shall immediately settle with the Client the proceeds from the sale, after deducting the costs incurred in connection with its execution.

DB SCHENKER shall inform the Client without delay of the measures taken and provide evidence of the expenses incurred in connection with the above measures at the Client's request.

DB SCHENKER may charge the Client with additional remuneration in connection with the activities undertaken in the amount specified in the Table of Additional Fees and Services in International Road Forwarding or, if there are no corresponding items, in the amount specified for the most similar activities.

15. Specific obligations for the carriage of consignments to Hungary:

- a. In the event of an obligation to register the entry of a consignment by road into Hungary in the Electronic Control System for the Carriage of Goods by Road (EKAER), the Client is obliged to communicate the EKAER number in the order to DB SCHENKER.
- b. All costs which DB SCHENKER or its subcontractors may be charged with by the Hungarian state inspection authorities as well as the costs connected with the execution of the decisions of these inspection authorities (transport to the designated place of unloading, costs for the storage of the consignment, other similar costs) as well as costs which DB SCHENKER may incur towards other clients in connection with delayed delivery of their consignments transported on the same vehicle shall be charged to the Client, if the reason for their occurrence is a missing declaration, a false declaration, an incorrect EKAER number given in the order by the Client or an untimely update of the declaration in the EKAER system.
- c. DB SCHENKER shall, at the latest on the day of loading of the consignment on the vehicle on which the consignment will be delivered to Hungary, communicate by e-mail or fax to the Client's designated person the registration number of the vehicle that will be crossing the border of Hungary.

16. Specific obligations for the carriage of consignments to Romania:

- d. In the event of an obligation to register the entry of a consignment by road to Romania in the National Road Transport Monitoring System RO e-Transport, the Client is obliged to provide the UIT number in the order to DB SCHENKER.
- e. All costs which DB SCHENKER or its subcontractors may be charged with by the Romanian state inspection authorities as well as the costs connected with the execution of the decisions of these inspection authorities (transport to the designated place of unloading, costs for the storage of the consignment, other similar costs) as well as costs which DB SCHENKER may incur towards other clients in connection with delayed delivery of their consignments transported on the same vehicle shall be charged to the Client, if the reason for their occurrence is a missing declaration, a false declaration, an incorrect UIT number given in the order by the Client or an untimely update of the declaration in the RO e-Transport system.

17. At every stage of transport, DB SCHENKER has the right to check the contents of the consignment using available methods and means of control, without interfering with the packaging, unless damage has occurred during transport and the packaging must be opened in order to draw up a damage report or secure the consignment.

18. If DB SCHENKER undertakes to transport a consignment (SENT) 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 the DB SCHENKER 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. 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.

19. 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 the DB SCHENKER website [www.dbschenker.pl](http://www.dbschenker.pl), which form an integral part of these General Terms and Conditions.

## **§6 Order Cancellation**

1. Cancellation of an order confirmed by DB SCHENKER should take place in time to allow DB SCHENKER to take measures to minimise the costs incurred in this respect.
2. The order cancellation must be made in writing and sent to DB SCHENKER by fax or e-mail.
3. The following time limits for cancelling orders are considered final:
  1. **by 4 p.m.** one working day before the loading day for DB SCHENKER**system**, DB SCHENKER**system home** and DB SCHENKER**system premium** consignments exported from Poland;
  2. **by 2 p.m.** one working day before the loading day for DB SCHENKER**system**, DB SCHENKER**system home** and DB SCHENKER**system premium** consignments imported to Poland;
  3. **by 2:00 p.m.** one working day before the loading day for DB SCHENKER**part load** and DB SCHENKER**full load** consignments in export from Poland to EU and EFTA countries;
  4. **by 12:00 p.m.** one working day before the loading day for DB SCHENKER**part load** and DB SCHENKER**full load** consignments in import to Poland from EU and EFTA countries;
  5. **by 2 p.m.** two days before loading in export/import to/from other countries.
4. In the event of cancellation of orders after the time limits specified in item 2, DB SCHENKER shall apply additional charges in accordance with the Table of Additional Fees and Services in International Road Forwarding, published on the website [www.dbschenker.pl](http://www.dbschenker.pl).

## **§7 Packaging**

1. The dispatched consignments should be packaged in a manner that is appropriate for the relevant freight process. In particular, the packaging should:
  - secure the consignment against damage that could result from normal external forces during the entire freight process;
  - prevent access to the consignment;
  - not pose a risk to life or health or to other consignments;
  - be additionally secured against damage (in case of commercial packaging);
  - in the case of dangerous goods, the packaging should be selected appropriately for the contents of the consignment, in accordance with the provisions of the European ADR Agreement.
2. DB SCHENKER reserves the right to refuse service if the packaging is unsuitable.

## **§8 Documents**

1. In the case of ordering the transport of dangerous goods, the Client undertakes to provide all documents and information about the cargo required by the provisions of the European ADR Agreement.

2. The Client shall be obliged to provide DB SCHENKER or an entity designated by it with all necessary documents related to the transport of the consignment, including documents related to customs formalities, and to provide DB SCHENKER with all necessary information relevant to the performance of the service. DB SCHENKER is not obliged to check whether the documents and information provided are accurate, final and true.
3. The documents referred to in items 1 and 2 shall be placed in a visible position in the consignment with a clear description of its contents. The driver should be informed that the documents have been placed in the vehicle.
4. In the case of an order for the transport of strategic goods within the meaning of the Act of 29 November 2000 on foreign trade in goods, technologies and services of strategic importance for national security, as well as for maintaining international peace and security (Journal of Laws No. 119, item 1250 of 2000, as amended) and Council Regulation (EC) No. 2021/821 of 20 May 2021 establishing a Community regime for the control of exports, transfer, brokering and transit of dual-use items (recast) (OJ EU L 206/1 of 11 June 2021, as amended) and taking into account the currently applicable national and international legal acts specifying the list of countries subject to trade bans or restrictions, the condition for the performance of the service will be the sending by the Client of a copy of the export/import licence for the goods and the obtaining by Schenker of a licence to perform the services covered by the agreement (if a licence is required). At the same time, Schenker reserves the right to adjust the rates specified in the Agreement for the cost of the above permission and other necessary costs related to the handling of strategic goods. The Client is obliged to provide the control number of the goods in accordance with the above provisions. The absence of a control number means that the Client declares that the goods covered by the order are not strategic goods.
5. DB SCHENKER does not provide document transport services. All documents relating to the consignment (except those listed in items 1 and 2) should be placed inside the consignment or permanently attached to the packaging.  
The transport of other documents accompanying the consignment requires prior agreement.
6. If any service or part thereof provided under this Agreement 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, regulations relating to the fight against terrorism and embargoes, DB SCHENKER shall be entitled to discontinue the service or part thereof at any time without notice and without any liability to the Client.

## **§9 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.

## §10

### Consignment Marking

1. The Consignor should properly mark the consignment for transport. Consignment marking means placing a label in accordance with the DB SCHENKER template, generated from the e-schenker application or provided by DB SCHENKER, in a visible place on the packaging.

**The Client is responsible for delivering the labels to the place of loading. The labels are available in the DB Connect web application after placing an order.**

The consignment may be labelled with the Client's label provided that the following criteria are met: The label should contain at least the following information:

- the exact address of the consignor, including country and postcode;
- the exact address of the consignee, including country and postcode;
- package number/total number of packages;
- gross weight.
- package identification code according to the SSCC standard

In the absence of labels meeting the standards as described above, a fee will be charged for labelling the consignment on behalf of the Client, in accordance with the Table of Additional Fees and Services in International Road Forwarding.

2. Consignments containing goods which, due to their nature, must be transported in a specific position, require special care during transport or handling, cannot be loaded in several layers, should be additionally marked with labels with appropriate handling instructions. In the case of dangerous goods, the Consignor is obliged to select appropriate packaging and mark the consignment with the relevant labels and inscriptions required by the provisions of the European ADR Agreement.
3. Any other method of marking requires separate arrangements.

## §11

### Calculation of Price

1. The price for DB SCHENKER's services is calculated on the basis of DB SCHENKER's current price lists, in particular:
  - a. for DB SCHENKER**system**, DB SCHENKER**system home**, SCHENKER**system premium**, DB SCHENKER**part load** and DB SCHENKER**full load** consignment services, depending on the weight of the consignment, distance and country of delivery/collection;
  - b. for additional options - according to the relevant Table of Additional Fees and Services in International Road Forwarding.
2. There are two ways to determine the weight of a consignment:
  - a. on the basis of the actual weight of the consignment;
  - b. on the basis of the 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 the consignment.

The calculated weight is determined on the basis of:

- **volume** (calculated weight = consignment volume [m<sup>3</sup>] x applicable conversion factor;
- **loading metres** (calculated weight = number of loading metres (ldm) x applicable conversion factor); The number of loading metres (ldm) is calculated using the following formula:  
**ldm = L x W/2.4** (product of length and width divided by 2.4),  
L = length - the dimension of the longer side of the packaging expressed in metres, rounded up to 0.1 m. W = width - the dimension of the shorter side of the packaging expressed in metres, rounded up to the nearest multiple of 0.2 m.  
2.4 = width of the vehicle's load bed, assumed to be 2.4 m.  
In the case of several packages comprising a consignment that can be placed side by side, the widths are added together and then rounded according to the above rules.  
The ldm indicator is used for consignments higher than 1.5 m or consignments (regardless of height) on which no other consignments can be placed.
- For consignments containing long packages type 1 or long packages type 2, a surcharge will be added in accordance with the price list contained in the Table of Additional Fees and Services in International Road Forwarding.
- For DB SCHENKER**system** and DB SCHENKER**system premium** consignments that are not adapted to mechanical reloading and have a calculated weight exceeding 150 kg, a surcharge will be added in accordance with the price list contained in the Table of Additional Fees and Services in International Road Forwarding.

The amount of the above conversion factors depends on the country of delivery/receipt, in accordance with the information provided by DB SCHENKER.

4. The transport rates include waiting time for loading and unloading, subject to the following conditions:
- a. for DB SCHENKER**system**, DB SCHENKER**system home**, DB SCHENKER**system premium** and DB SCHENKER**part load** consignments, the waiting time may not exceed 30 minutes.
  - b. for DB SCHENKER**full load** consignments, the waiting time may not exceed 1 hour.

For consignments to/from countries outside the EU and EFTA, the waiting time may not exceed 24 hours.

The waiting time is counted from the agreed time of making the vehicle available to the consignor/consignee until the end of loading/unloading, and in the event of customs clearance, until the vehicle is released after customs clearance. If the above waiting time is exceeded, charges will be applied in accordance with the Table of Additional Fees and Services in International Road Forwarding, published on the website [www.dbschenker.pl](http://www.dbschenker.pl).

5. 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).
6. A currency adjustment factor is applied to service settlements in the amount and according to the rules specified on the website [www.dbschenker.pl](http://www.dbschenker.pl).
7. For the purposes of converting currencies in which service rates are expressed, including fees and services included in the Table Additional Fees and Services in International Road Forwarding, the average exchange rate of the National Bank of Poland for the given currency, valid on the last working day preceding the date of service provision, shall be used. The date of performance of the service shall be the date of unloading of the consignment at the place of delivery.
8. VAT is added to the prices in accordance with the VAT Act of 11 March 2004 (as amended).
9. 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.



10. 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).
11. DB SCHENKER reserves the right to request from the Client with whom the agreement has been concluded, at any time and regardless of any other 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.
12. The *price list* is understood to include the standard 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.
13. 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).
14. Basic price - remuneration for transport services, excluding Fuel Adjustment, amounts included in the Table of Additional Fees and Services, and Toll Fee, 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 Additional Fees and Services and the Toll Fee.

## **§12**

### **Payment methods and dates, rules of settlement**

1. Payment for the service shall be made by the Client or by the payer designated by the Client within 14 days of the date of the invoice.
2. Payment is deemed to have been made when the amount due is credited to the DB SCHENKER account. If payment is delayed beyond the agreed deadline, DB SCHENKER shall charge interest at the statutory rate.
3. For Clients with separate written agreements, other payment terms are permitted.

## **§13**

### **Liability**

1. By way of these General Terms and Conditions, DB SCHENKER assumes the rights and obligations of an international Contracting Carrier as defined in the Convention on the Contract for the International Carriage of Goods by Road (CMR) of 19.05.1956 (Journal of Laws of 1962 No. 49, item 238 as amended) DB SCHENKER shall only be liable for non-performance or improper performance of the service in accordance with the rules laid down for an international carrier in the CMR Convention, unless the General Terms and Conditions stipulate otherwise. For additional services not arising from the CMR Convention, DB SCHENKER's liability shall be determined in accordance with the Civil Code, but may not exceed twice the amount of the remuneration for the service in connection with which the damage occurred.

2. DB SCHENKER shall be liable as contracting carrier for partial or total loss of the goods and for damage thereto from the time of taking over of the goods for carriage until delivery (unloading), including any delay in delivery. DB SCHENKER may perform unloading for the account and risk of the Client if the Consignee refuses to accept the delivery and the Consignor does not give instructions as to how to proceed. In such a situation, DB SCHENKER is responsible for the custody of the goods in accordance with the applicable regulations.
3. Where DB SCHENKER has not guaranteed a delivery date in writing, it is obliged to ensure the arrival of the goods within a reasonable period of time.
4. The fixing of a delivery date in any form shall not constitute grounds for a claim for special interest (Article 26 of the CMR Convention), except in cases where a written agreement on special interest has been concluded with the stipulation of additional remuneration on this account.
5. DB SCHENKER shall not be liable for total or partial loss of value or damage to the goods due to the causes indicated in the CMR Convention, in particular caused by:
  - a. error or negligence on the part of the Client;
  - b. the handling, loading, unloading or stacking of goods by the Client or other persons acting on its behalf;
  - c. the inherent susceptibility of the goods to deterioration through breakage, leakage, spontaneous combustion, decay, corrosion, fermentation, evaporation, or the susceptibility of the goods to low or high temperatures or moisture;
  - d. inadequate packaging or absence thereof;
  - e. providing an incorrect or incomplete address or incorrect labelling of the goods ;
  - f. providing incorrect or incomplete information about the goods;
  - g. circumstances beyond DB SCHENKER's control and the consequences of which it is unable to prevent.
6. Notwithstanding the above provisions, DB SCHENKER shall be liable to the extent to which DB SCHENKER's culpable error or negligence has contributed to the total or partial loss of the goods, their damage or delay in delivery.
7. Compensation for damage, loss of part or all of the consignment or delay shall be calculated in principle and amount in accordance with the provisions of the CMR Convention.
8. In any case, DB SCHENKER's liability is limited to the actual damage (damnum emergens), without lost profits (lucrum cessans) or indirect or consequential 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.
9. DB SCHENKER shall not be liable for a force majeure event. In the event of force majeure, the forwarding and logistics service to the Client shall be suspended for the duration of the circumstances caused by the force majeure. A **force majeure** event is an event which could not have been expected while applying the due diligence principles required of a professional service provider, and it is of external nature both from the viewpoint of DB SCHENKER and the Client and it could not have been opposed by the Parties acting with due diligence. Force majeure events within the meaning of the General Terms and Conditions are, in particular: strikes, roadblocks or other commonly used entry and exit points, natural disasters, 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.
10. The Client shall not be entitled to compensation under the conditions applicable in the event of loss of goods if DB SCHENKER proves within the deadlines stipulated by the CMR Convention that the goods have not been lost and can be delivered within a reasonable period of time.
11. The Client is obliged to indemnify DB SCHENKER for losses incurred as a result of:
  - a. supplying incorrect, unclear or incomplete information on the goods;
  - b. incorrect packaging or marking of the goods;
  - c. improper loading or placement of the goods by the Client inside the transport unit;
  - d. harmful properties of the goods which could not have been expected by DB SCHENKER;

- e. errors committed by the Client as a result of which DB SCHENKER is forced to pay duty, tax or provide security.
12. The Client shall be held liable for the actions of any persons indicated by the Client who participate in the performance of these services, in particular for the actions or omissions of the consignor or consignee if the Client indicated them to DB SCHENKER as participants of the order performance or if their participation results from the nature of the order.
13. DB SCHENKER reserves the right of lien on the consignment in accordance with the provisions of the Civil Code applicable to forwarding services.

## **§14**

### **Rules and procedure for complaints**

1. Complaints shall be dealt with in accordance with the complaint procedure laid down in the Convention on the Agreement for the International Carriage of Goods by Road (CMR) of 19 May 1956 (Journal of Laws of 1962, No. 49, item 238 as amended).
2. Complaints addressed to DB SCHENKER must be submitted in one of the following forms without undue delay.
3. 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 and his/her/its address, 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, 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:
    - a complaint submitted by e-mail specifying: the name of the complainant and his/her/its address, 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 and a list of attached documents should be sent to the following e-mail address: [cok.int@dbschenker.com](mailto:cok.int@dbschenker.com). 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.
    - Using electronic means of communication - COMPLAINT HANDLING IT SYSTEMS PROVIDED BY DB SCHENKER enabling the submission of complaints via DB SCHENKER's website ([www.dbschenker.pl](http://www.dbschenker.pl)), under the section Complaint Notification and enabling the monitoring of complaints. 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.
4. 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, 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.
5. 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.
6. The notice of complaint should contain all the following documents:
  - a. waybill or another 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 its was taken;
  - g. assignment of rights if the complainant is not the only rightful claimant.
- 7. Until DB SCHENKER decides whether to accept or reject the complaint, the Client shall be under obligation to secure the consignment.
- 8. 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.
- 9. Complaints shall be considered by DB SCHENKER within 30 days since all required documents have been submitted.
- 10. Submitting a complaint does not entitle the Client to set off its receivables against those of DB SCHENKER.
- 11. If DB SCHENKER accepts the legitimacy of a claim based on the applicable legal provisions, it shall be obliged to pay compensation for the total or partial loss of the goods according to the value of the goods at the place and time at which they were accepted for transport, but the compensation shall not exceed 8.33 SDR per kilogram of missing gross weight.
- 12. In addition, it shall reimburse the freight charge, duty and other documented expenses incurred in connection with the carriage of the goods, in full in the event of total loss and pro rata in the event of partial loss; no other compensation shall be due.
- 13. In the event of a delay in delivery, if the entitled person proves that damage has been caused to him/her/it, DB SCHENKER shall be liable to pay compensation not exceeding the freight charge.
- 14. In the event of damage to the consignment, DB SCHENKER shall pay the amount by which the value of the goods has been reduced subject to clause 10, however the compensation shall not exceed:
  - a. If the entire consignment has been impaired by damage - the amount that would have to be paid if the entire consignment was lost
  - b. If only part of the consignment has been impaired by damage - the amount that would have to be paid in the event of loss of the part that has been impaired.
- 15. If the consignee has accepted delivery of the goods without checking their condition with the driver or without notifying the driver of any objections indicating generally the nature of the shortage or damage, at the latest at the time of delivery in the case of visible shortages or damage or within seven days of delivery, with the exception of Sundays and public holidays, in the case of shortages or damage which are not visible, the consignee shall be deemed, in the absence of proof to the contrary, to have received the goods in the condition described in the waybill. The objections provided for above should be made in writing with regard to defects or damage that is not visible.
- 16. If the condition of the goods has been checked jointly by the consignee and the driver, proof to the contrary of the result of this check may not be given, except in the case of defects or damage which are not apparent and if the consignee has notified the carrier of its objections in writing within seven days of this check, with the exception of Sundays and public holidays.
- 17. Delayed delivery can only give rise to compensation if the objection is made in writing within 21 days of the goods being placed at the consignee's disposal.

18. The entitled person may, without further proof, consider the goods as lost if they have not been delivered within 30 days after the expiry of the agreed time limit or, if no time limit has been agreed, within 60 days after the goods have been accepted by the carrier.
19. 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.

## **§15**

### **Amendments to the General Terms and Conditions**

1. The Client shall ensure that it has continuous access to the Internet during the period of his cooperation with DB SCHENKER and agrees to inform itself about the current contents of the General Terms and Conditions on the website [www.dbschenker.pl](http://www.dbschenker.pl).
2. DB SCHENKER undertakes to always indicate on these pages the date from which the changes apply. In the event that the aforementioned changes are made on the website, the information on the entry into force of the changes given on the website shall be deemed to be binding, and any information sent to the Client in writing or by e-mail shall be considered as additional information only.

## **§ 16**

### **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](mailto:IOD@dbschenker.com).
3. The Client's personal data will be processed for the following purposes and on the following legal bases:

<b>Purpose of data processing</b>	<b>Legal basis for data processing</b>
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. Providing personal data by the Client is a condition for the conclusion of the agreement. The consequence of failing to provide data will be the inability 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 order/agreement familiar with this clause.

### **§17 Additional information**

1. DB SCHENKER assumes that the consignment is adequately protected for transport. The transport of an inadequately secured consignment shall be at the sole risk and responsibility of the Client.
2. DB SCHENKER is entitled to check whether the consignment corresponds to the consignor's statements in the waybill.
3. DB SCHENKER is entitled to unilaterally and binding on the Client to change the entry on the consignment parameters in the shipping document if they differ from the actual condition.
4. The Client is the guarantor of payment for the service provided when it names another payer.
5. 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.  
The Client is entitled to revoke its consent to receive commercial information by sending an appropriate written statement to DB SCHENKER's registered office address:  
Schenker sp. z o.o. ul. Żwirki i Wigury 16C, 02-092 Warsaw.
6. DB SCHENKER has an integrated management system for quality, safety and Environment in accordance with the requirements of: ISO 9001:2008, ISO 14001:2004, OHSAS 18001:2007, ISO/IEC 27001:2005, HACCP systems, TAPA FSR for certain locations 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 (Journal of Laws No. 119, item 1250 of 2000, as amended).
7. All disputes arising in connection with the conclusion of the agreement and the performance of the service by DB SCHENKER shall be dealt with by the common courts having jurisdiction over the registered office of DB SCHENKER, the DB SCHENKER organizational unit (branch), which performed the service or the city of Poznań, at the choice of the party bringing the action.
8. Schenker Sp. z o.o. provides customs services on the basis of the regulations for the provision of services by Schenker Sp. z o.o. Customs Agency, available on DB SCHENKER's website ([www.dbschenker.com](http://www.dbschenker.com)).

Schenker sp. z o.o. with its registered office in Warsaw, address: ul. Żwirki i Wigury 16C, 02-092 Warsaw,  
registered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw under the KRS number 0000040104,  
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