

## **CONDITIONS OF LOGISTICS SERVICE OF DANGEROUS GOODS IN DOMESTIC AND INTERNATIONAL TRAFFIC AT SCHENKER SP. Z O.O.**

### **1. General principles for the provision of dangerous goods logistics services by Schenker Sp. z o.o.**

At Schenker Sp. z o.o., all logistics principles for dangerous goods are based on the currently applicable provisions of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), signed in Geneva on September 30, 1957, together with the amended texts of Annexes A and B thereto, and the provisions of the Act of August 19, 2011, on the Carriage of Dangerous Goods by Road (Journal of Laws of 2018, No. 169, as amended). We accept shipments containing hazardous materials approved for transport by Schenker Sp. z o.o. (a list of dangerous goods prohibited for transport by Schenker Sp. z o.o. is published online on the company's homepage). Schenker Sp. z o.o. We do not transport hazardous materials in bulk, in tank containers, battery vehicles, cylinder bundles, or MEGCs (multi-element gas containers), nor liquid materials in IBCs (Impact Bulk Containers). We provide logistics services for hazardous goods using properly trained drivers and employees, as well as appropriately equipped and marked vehicles. Shipments of hazardous goods are subject to special supervision at Schenker Sp. z o.o., and their transport and storage are subject to the requirements of the Integrated Management System procedures according to ISO standards. During service, we exercise special care to prevent damage or loss of shipments, endanger human life or health, the environment, or damage to other shipments or the vehicle. For the transport of materials requiring special vehicles or procedures (explosives, radioactive, infectious, toxic materials, etc.), we establish individual conditions for each shipment.

### **2. What goods do we not transport?**

We do not transport hazardous materials or items that do not meet the requirements of ADR regulations. We also do not transport hazardous goods listed in ADR regulations as prohibited for transport, or those listed in national regulations prohibiting their use, production, introduction into circulation, or transport within Poland. Schenker Sp. z o.o. does not transport the following hazardous goods:

- Classes: 1 explosive, 6.2 infectious, 7 radioactive,
- Packing group I,
- Transport category O and 1,
- Self-reactive, self-heating, polymerizing, requiring controlled temperature in classes 4.1, 4.2, 4.3, 5.1, 5.2, or extremely hazardous to the environment in class 9,
- High risk, subject to special procedures specified in section 1.10 of the ADR,
- Prohibited for road transport according to ADR regulations. The list of dangerous goods prohibited for transport by Schenker Sp. z o.o. is published online on the Company's home page.

### **3. How we accept the shipment - driver's responsibilities**

Based on the documents received from the shipper, the driver is obligated to ensure that:

- the documentation provided is sufficient and free from defects, that the shipment is free from damage, cracks, leaks, etc., that the shipment's packaging is appropriate for the hazardous material and that the shipment is appropriately labeled,
- the load has been properly secured against shifting during transport,
- if the shipper loads the shipments, that the prohibitions on loading together and the requirements for separating hazardous goods from food, other foodstuffs, and animal feed have been observed.

If any ADR requirements are violated, the driver will not transport the shipment until the irregularities are rectified. If a violation of the requirements is observed during transport that may pose a safety risk, the transport will be interrupted, and further transport operations will be continued after the detected violations are rectified.

If the identified violations cannot be corrected and compliance with regulations cannot be ensured, and continued transport poses a safety risk, or if the shipper fails to notify the carrier in advance of the hazardous nature of the goods being transported, the carrier must immediately unload, render harmless, or destroy the goods, depending on the decisions made by the appropriate authority or rescue units. These actions are performed at the shipper's expense.

### **4. How we accept the shipment - responsibilities of the sender and shipper**

The sender of dangerous goods should deliver only shipments that meet the requirements of the ADR and these Conditions.

In particular, they should:

- complete all fields of the consignment note; the type and appropriate transport procedure, the applicable transport tariff, and, in the event of a breakdown, the choice of procedure for eliminating the effects of the breakdown depend on the correct completion of these fields.
- provide the driver with information, and if necessary, with the required transport documents and accompanying documents (certificates, special declarations, etc.) necessary for proper transport. The sender is responsible for the content of the transport documentation and accompanying documents.
- use only packaging that is approved and suitable for the transport of the goods in question and bears the markings required by the ADR.
- comply with the requirements regarding the method of shipment and shipping restrictions.
- check the packaging for damage before delivery.
- when loading shipments, comply with the prohibitions on mixed loading and the requirements for separating dangerous goods from food, other foodstuffs, and feed.

### **5. How we accept and execute orders**

Orders are accepted by the Customer Service Departments at Schenker Sp. z o.o. units responsible for the service requester. Orders should be submitted by fax, email,

or telephone. The order is documented in the manner accepted by Schenker Sp. z o.o. The order must include the following information (this also applies to goods shipped under the terms of Section 3.4 of the ADR Agreement):

- Shipment details – UN number, proper shipping name of the dangerous goods according to ADR, label number(s), packing group, tunnel restriction code, ADR packaging name, number of pieces, total quantity of dangerous goods expressed as gross/net weight or liters, and method of securing;
- Sender details – company name, Tax Identification Number (NIP), full address, name and surname of the requester, signature;
- Recipient details – company name, Tax Identification Number (NIP), full address, telephone number.

**IMPORTANT:** in accordance with Article 13, Section 2 of the Act on the Transport of Dangerous Goods, please indicate in the "Transport Information - Notes" field in the "General Information" section information about the entity that owns the ADR dangerous goods at the time of handover for transport. Recommended text: "Owner of the goods at the time of handover for transport – Consignor/Recipient/ and in the case of another entity, their name and address". For each goods transported under ADR conditions (including partial exemption in accordance with section 3.4), full information about the dangerous substance must be provided, i.e. UN number, proper shipping name, label number(s), packing group, tunnel restriction code, ADR packaging name, number of pieces, total quantity of dangerous goods expressed as gross/net weight or liters, and for goods under the conditions of section 3.4, additionally the LQ marker.

We would like to remind you that Schenker Sp. z o.o. does not transport certain groups of dangerous goods, in particular: classes: 1. explosive, 6.2 infectious, 7. radioactive, goods belonging to packaging group I, as well as goods belonging to transport categories O and 1.

Schenker Sp. z o.o. collects the shipment at the point of origin and transports it to the destination indicated on the shipping document. If the sender is notified of an obstacle to service, they must immediately provide information regarding further handling of the shipment.

## **6. Principles of determining the price for service**

The price for the transport of dangerous goods in domestic and international traffic is determined based on the current Table of Fees and Additional Services.

A special surcharge is applied:

- for goods not permitted for transport, which were loaded and transported without informing the carrier or agreeing to special transport conditions.

The transport of dangerous goods in quantities and under conditions that entitle them to complete exemption from ADR requirements according to ADR 3.4 and 3.5 is not subject to an additional charge.

## **7. Transport of ADR shipments in quantities partially exempt from ADR regulations, in quantities exempt from ADR regulations or goods that are not dangerous**

The conditions for the transport of dangerous goods in quantities that partially exclude the application of ADR regulations are specified in ADR subsection 1.1.3.6, and in particular in Table 1.1.3.6.3.

The conditions for the transport of dangerous goods in quantities that exclude the application of ADR regulations are specified in detail in ADR chapter 3.5 "Excepted Quantities" and in chapter 1.1.3.4 of the ADR. Shipments meeting these conditions and properly labeled are treated as shipments that do not contain dangerous goods.

If the goods are not considered dangerous under the provisions of Part 2 of the ADR, the sender may include this information on the transport document, e.g., "Not goods of class...". This information should be used in particular if the sender believes that the shipment may be subject to inspection due to its chemical properties or because such goods are considered dangerous for other reasons.

## **8. Emergency incidents involving dangerous goods**

In the event of an emergency involving dangerous goods, Schenker Sp. z o.o. will immediately contact the shipper. If this is not possible, Schenker Sp. z o.o. will proceed in accordance with the information contained in the provided shipping documentation, taking into account the greatest risk posed by the dangerous goods. In an emergency, Schenker Sp. z o.o. will follow the decisions of the appropriate emergency response units. The entire procedure during an emergency is governed by Schenker Sp. z o.o.'s internal regulations, procedures, and instructions.

## **9. Additional information**

Schenker Sp. z o.o. has the right to refuse an order if the shipping document is not properly completed or the shipping documentation is incomplete, the shipment is not properly packed, secured, and labeled, or the packaging is leaky or improperly closed. Schenker Sp. z o.o. refuses to fulfill an order if the shipment contains hazardous materials prohibited or not approved for transport. The general Terms and Conditions of Service also apply to shipments containing hazardous materials. Complaints regarding the quality of service are handled based on generally applicable principles.

## **10. Emergency telephone numbers**

The sender is requested to provide in the consignment note the name and telephone numbers of persons who can provide detailed information on the properties of the dangerous goods contained in the shipment in the event of a breakdown.