

Terms and Conditions of the Provision of Services for all Orders Placed via Connect Application
(hereinafter referred to as the "Terms and Conditions")

§1

Scope of the Terms and Conditions

These Terms and Conditions apply to all contracts for domestic or international road carriage concluded with Schenker sp. z o. o. (hereinafter referred to as "DB SCHENKER") by placing orders via Connect Application.

§2

DB SCHENKER Products Accepted for Execution via
Connect Application

1. With regard to orders placed via Connect Application, DB SCHENKER provides business entities with consignment pick-up, carriage and delivery services and additional related services as part of the **DSV System**, **DSV System Home** and **DSV System Priority** products.
2. Connect application offers the following products: **DSV system**, **DSV System Home** or **DSV System Priority**, i.e. domestic or international distribution of groupage consignments which simultaneously meet all the following parameters (Shipment parameters for each product are described in detail in the Schenker sp. z o.o. Terms and Conditions of Service for international road freight forwarding and the Schenker sp. z o.o. Terms and Conditions of Service for domestic road freight forwarding, available at www.dbschenker.pl):
 - a. Maximum weight of a consignment – 2500 kg
 - b. Maximum volume of a consignment – 10 m³
 - c. Maximum length of a package – 2.4 m
 - d. Maximum width of a package – 1.8 m
 - e. Maximum height of a package – 2.2 m
 - f. Maximum weight of a single package – 800 kg.
3. Depending on the country of delivery, the following products are available under the distribution services of groupage consignments:
 - a. **DSV System** – distribution of groupage consignments in domestic or international transport with the expected delivery time presented in the schedule of deliveries for this service. The schedule of deliveries is available at www.dbschenker.pl.
 - b. **DSV System Priority** – distribution of groupage consignments in domestic or international transport with the guarantee of delivery as soon as possible, in accordance with the schedule of deliveries for this service. The schedule of deliveries is available at www.dbschenker.pl.
 - c. **DSV System Home** – distribution of of groupage consignments to natural persons in international transport, including those not engaged in business activity, with the projected delivery time presented in the delivery timetable for this product – available at www.dbschenker.pl.

4. **DSV System, DSV System Home** and **DSV System Priority** consignments weighing over 30 kg should be adapted to mechanical reloading. This means that the medium on which a consignment (e.g. palette) is loaded or collective package (box, basket, container) is packed has, according to DB SCHENKER, a structure designed for safe and non-damage causing reloading via mechanical reloading means (including forklifts), by one person.
5. A consignment must be marked with a label generated by Connect application. For domestic consignments waybill delivered by DB SCHENKER should be attached.

For orders placed via Connect application, the following additional services and options described in detail in the Terms and Conditions of the Provision of Services by Schenker sp. z o.o. for international road forwarding and the Terms and Conditions of the Provision of Domestic Services by Schenker sp. z o.o. for domestic road forwarding are available at www.dbschenker.pl.

Option/Service	DSV System in domestic or international transport	DSV System priority in domestic or international transport	DSV System Home in international transport
Fix day delivery (Delivery on agreed date)	YES	NO	NO
Agreed delivery day via phone (Delivery on a date agreed with the consignee)	YES	NO	NO
Agreed delivery day via portal (Delivery on a date specified by the recipient, via the received link to the website)	NO	NO	YES
Fix day pre 10 option (Delivery on agreed data till 10 a.m.)	YES	NO	NO
Fix day pre 12 option (Delivery on agreed data till 12 p.m.)	YES	NO	NO
Pre - notice delivery SMS/E-mail (the consignee is advised in advance)	YES	NO	YES
Priority pre 10 (Delivery until 10 a.m.)	NO	YES	NO
Priority pre 12 (Delivery until 12 p.m.)	NO	YES	NO

* Additional options and services are available only for international transport.

§3

Restrictions in the Transport of Consignments

1. The provision of services for orders placed via Connect application is subject to all provisions or restrictions for the transport of consignments contained in, respectively:
 - a. for domestic transport services: Terms and Conditions of the Provision of Domestic Services by Schenker sp. z o.o. with its registered office in Warsaw (website: [Land Domestic Documents \(dbschenker.com\)](https://www.dbschenker.com))
 - b. for international transport services: Terms and Conditions of the Provision of International Road Forwarding Services by Schenker sp. z o.o. (website: [Land International Documents \(dbschenker.com\)](https://www.dbschenker.com)).
2. If DB SCHENKER undertakes to transport consignments referred to in the Act of 9 March 2017 on the road and rail transport monitoring system, including secondary legislation or in a legal instrument superseding the above mentioned legal instruments (hereinafter referred to as the Act), the Orderer undertakes to comply with the provisions of the Act and the provisions of "The Rules of Handling Consignments Subject to the Act on the Road and Rail Transport Monitoring System" available at DB SCHENKER's website www.dbschenker.pl, which constitute an integral part of these Terms and Conditions. The carriage of goods subject to the Act and covered by a request to present means of transport for the purpose of inspection specified in Article 12a(1) of the Act, in road transportation is conducted by a dedicated mean of transport carrying solely this consignment from the collection place to the delivery place. The Orderer is obliged to cover all the expenses incurred by DB SCHENKER that are caused by the request specified in Article 12a(1) of the Act.
3. In addition, for orders placed via Connect application, the following transport services are not provided:
 - a. consignments containing hazardous materials (ADR);
 - b. strategic goods as defined in the Act of 29 November 2000 on foreign trade in goods, technologies and services of strategic importance for national security, as well as for the maintenance of international peace and security (consolidated text: Journal of Laws of 2013, item 194, as amended).

§4

Accepting Orders

1. Orders should be placed at the latest until 4 p.m. on the day preceding the collection of the consignment.
In the case of placing an order after 4 p.m. on a given day it is assumed that the order has been placed on the next working day.
2. After the order has been placed, the Orderer receives a confirmation to an email address which the Orderer provided via Connect application that DB SCHENKER has received the order where such confirmation is not a confirmation of concluding a carriage contract.
3. DB SCHENKER may refuse to accept an order without giving any reason. In such case the Contractor will be informed of this fact to the email address provided via Connect application within 4 working hours from the time of its receipt.

4. If DB SCHENKER does not raise objections regarding the content of the order to the Orderer's email address given via Connect application within 4 working hours after its receipt, it means that the order has been accepted for execution under the conditions laid down in these Terms and Conditions and the content of the order.
5. The term working hours means the time period between 8 a.m. and 4 p.m. on working days except Saturdays. This means that if an order is placed after 12.00 p.m. on a working day, the time for raising objections by DB SCHENKER expires accordingly on the next working day (the time between 4.00 p.m. and 8.00 a.m. on the next working day is not included).

§5

Establishing Prices for Services

1. The price for services provided by DB SCHENKER which is specified in Connect applies only to a transport for a specific service and contains all the components of DB SCHENKER's remuneration with the exception of amounts for additional services in accordance with § 5 section 5 and 6.
2. The price specified in Connect application is a price offered only at the time of placing an order.
3. DB SCHENKER reserves the right to refuse acceptance or return consignments in excess of the maximum parameters for a specific product to the consignor at the expense of the payer, without any liability for compensation.
4. In the event of discrepancies in the parameters of the consignment between the Orderer's declaration made in the order and the actual state ascertained by DB SCHENKER in the parameter verification process, the Parties shall accept as binding the findings as to the actual state made by DB SCHENKER.
5. DB SCHENKER has the right to add to the invoice amounts arising from the provision of additional services in groupage domestic transport. The additional amounts will be added in respect of:
 - a. Correction in the DB SCHENKER system, of understated parameters regarding a consignment such as: the weight, dimensions, number of logistic units and packaging method – a fee of PLN 50 per consignment + PLN 25 for each additional 25 kg of taxable weight in the shipment;
 - b. Handling of components in excess of the maximum parameters – a fee of PLN 50 per logistic unit + PLN 25 for each additional 25 kg of taxable weight in the shipment, regardless of the amount due for the correction referred to in point (a) of this section;
 - c. Correction in the DB SCHENKER system, of inaccurate or incomplete data regarding a consignment in respect of the address and contact details of the consignee – a fee of PLN 15 per consignment;
 - d. Making another attempt of delivery through no fault of DB SCHENKER – a fee of 30 % of the consignment transport price;
 - e. Additional waiting time of over 30 minutes for loading or unloading through no fault of DB SCHENKER – a fee of PLN 30 PLN per started 30 minutes of the waiting time;
 - f. Storing a consignment which was not collected or which could not be delivered to the Consignee – a fee per calendar day continuing from the second day – PLN 150 per consignment.

6. DB SCHENKER has the right to add to the invoice amounts arising from the provision of additional services in groupage international transport in accordance with the Table of additional fees and services in international road forwarding, available at website <https://www.dbschenker.com/pl-pl/produkty/dokumenty-dla-klientow/dokumenty-ladowe-miedzynarodowe>.
7. Additional amounts specified in §5 section 5 and 6 are payable on the basis of an invoice within 14 days of submitting the invoice to the address given in DB SCHENKER Connect.
8. The rate included in DB SCHENKER Connect are provided in the Polish zloty (PLN).
9. VAT is added to the amounts referred to or included in these Terms and Conditions at a rate in accordance with the Act of 11 March 2004 (as amended) on tax on goods and services.

§6

Methods of Payment and Due Dates

1. The payment for the service is using the methods that are available in Connect application, subject to the provisions of §5 section 7.
2. By submitting an order, the Orderer agrees to receive an electronic invoice in accordance with the applicable provisions of the law to the email address given by the Orderer in Connect application.

§7

Information Clause on Personal Data

According to 13 sec. 1 and sec. 2 of the Regulation of the European Parliament and the Council (EC) no. 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive no. 95/46/EC (General Data Protection Regulation), Schenker sp. z o.o. hereby informs that:

1. The Data Controller of the personal data obtained from the Client within the meaning of Articles 13 and 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (GDPR) is Schenker Sp. z o.o. with its registered office at ul. Żwirki i Wigury 16C, 02-092 Warsaw.
2. Compliance with the data protection policies at Schenker sp. z o.o. is supervised by a designated Data Protection Officer, who can be contacted at the following e-mail address: IOD@dbschenker.com.
3. The Client's personal data will be processed for the following purposes and on the following legal bases:

Purpose of data processing	Legal basis for data processing
Conclusion and execution of the order/collaboration agreement between the Client and the Data Controller	Article 6(1)(b) of the GDPR (processing is necessary for the performance of an agreement to which the data subject is a party)
Processing complaints	Article 6(1)(b) of the GDPR (performance of an agreement)

	Article 6(1)(c) of the GDPR (legal obligation)
Contacting the Client in order to survey the level of satisfaction among Data Controller's clients	Article 6(1)(f) of the GDPR (legitimate interest - building a positive corporate image)
Pursuing claims and taking action in connection with the debt recovery process	Article 6(1)(f) of the GDPR (legitimate interest - asserting claims, taking action of a debt collection nature)
Direct marketing (sending commercial information) including profiling,	Article 6(1)(f) of the GDPR (legitimate interest - promotion of goods and services offered by the Data Controller)

4. The source of the personal data is the Client from whom the personal data was obtained, in particular in the case of persons representing the Client and contact persons.
5. Personal data was obtained from the source indicated in the clause above in the following respect: name, position, contact details.
6. The recipients of the Client's personal data will be companies providing transport and loading services, postal services, customs agencies, consignees, companies providing document and media destruction services, companies providing document resource management and storage services, companies providing legal and tax services and debt collection services, and companies providing accounting services.
7. The Client's personal data may be transferred to third countries (i.e., countries outside the European Economic Area) to which DB SCHENKER delivers consignments, if the transfer is necessary for the execution of the agreement between you and Schenker Sp. z o.o. (Article 49(1)(b) of the General Data Protection Regulation).
8. The storage period for the Client's personal data collected by Schenker Sp. z o.o., depends on the purpose for which the data is collected, in accordance with the following criteria:
 - a. the period of execution of the cooperation agreement - in the case of data processing for the purpose of concluding and executing a commission/cooperation agreement,
 - b. the period of time necessary to consider the complaint submitted - in the case of data processing to handle the complaint process,
 - c. until such time as the dispute is resolved / the parties have settled their obligations, taking into account the relevant limitation periods for claims - in the case of data processing for the purpose of pursuing claims and taking debt recovery actions,
 - d. until the Client raises an objection - in the case of data processing for the purpose of Data Controller customer satisfaction surveys and direct marketing (sending commercial information),
 - e. after the periods indicated under items a) - d) - for the period during which the law prescribes the retention of the data or for the period of limitation of possible claims.
9. The Client has the following rights in relation to the processing of personal data:
 - a. The right to request the Data Controller to access, rectify, restrict the processing of the Client's personal data,
 - b. the right to data portability in the case of data processing for the conclusion and performance of a cooperation agreement and the processing of complaints,
 - c. the right to object when data is processed for satisfaction surveys and direct marketing (sending commercial information), including profiling,

- d. the right to lodge a complaint with a supervisory authority (the President of the Office for the Protection of Personal Data) in case of suspicion that the processing of personal data concerning the Client violates the provisions of the General Data Protection Regulation.
10. The provision of personal data by the Client is a condition for the conclusion of the agreement. The consequence of failing to provide data is that it is not possible to establish or continue cooperation between the Client and the Data Controller. The provision of data for the other purposes indicated in clause 3 is voluntary, but necessary for their fulfilment.
 11. The Client undertakes to comply with the information obligations towards persons whose personal data are processed in connection with the commencement of cooperation, and in particular undertakes to make the persons designated to commence and carry out the assignment/agreement familiar with this clause.

§8

Final Provisions

1. In matters not covered in this document the provisions contained in the standard documents of DB SHCENKER, available at www.dbschenker.pl shall apply, i.e.:
 - a. For domestic transport: Terms and Conditions of the Provision of Domestic Services by Schenker sp. z o.o. with its registered office in Warsaw (website: [Land Domestic Documents \(dbschenker.com\)](http://www.dbschenker.com))
 - b. For international transport: The Terms and Conditions of the Provision of International Road Forwarding Services by Schenker sp. z o.o. (website: [Land International Documents \(dbschenker.com\)](http://www.dbschenker.com)).
2. In the event of a discrepancy between this document and the Terms and Conditions of Using the Website available while using Connect Application with regard to the provision of transport services, priority shall be given to the provisions of these Terms and Conditions for Connect application and the documents referred to in §8 section 1.
3. DB SCHENKER is entitled to amend these Terms and Conditions at any time, including to appendices thereto, or issue new Terms and Conditions. The above provision may be in particular due to changes in the scope or organization of the services, changes in costs of performing services or changes of the applicable law.

The Orderer assures that during the period of cooperation with DB SCHENKER the Orderer shall have continuous Internet access and agrees that it shall on its own find out about the current content of these Terms and Conditions and appendices thereto using information provided on the DB SCHENKER website www.dbschenker.pl.
4. DB SCHENKER undertakes in each case to place on the above specified website binding information concerning the date from which the amendments in the Terms and Conditions shall be in force, and any potential information sent to the Orderer in a written form or via electronic mail shall be only treated as of additional nature. The Orderer shall be obliged to check the current version of the Terms and Conditions, including appendices thereto, before placing an order.
5. The current version of the Terms and Conditions is also available in the Head Office and Branches of DB SCHENKER.