

## **Schenker Sp. z o.o. Terms of Provision of Services in International Road Forwarding**

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**Valid for contracts concluded until 03.09.2017, implemented by the Regulation of the  
Director of Land Business of 28.08.2017**

### **§1**

#### **Scope of Terms in Force**

1. These Terms of the Provision of Services and liability shall apply to all forwarding agreements concerning international road transport concluded with Schenker Sp. z o.o. - further referred to as "DB SCHENKER" unless agreed otherwise in writing.
2. These Terms of Provision of Services apply to all agreements referred to in paragraph 1 concluded up to and including 03.09.2017 and in the case of provision of services by DB Schenker under agreements concluded before 03.09.2017 to all services performed before 31.03.2018, unless the parties agree to an earlier date for acceptance of Terms of Provision of Services valid from 04.09.2017.

### **§2**

#### **Scope of Services**

1. DB SCHENKER arranges carriage of consignments (it provides services of collection, carriage and delivery of consignments in favour of economic entities) and provides additional services specified herein. DB SCHENKER shall provide only such services which were expressly accepted by DB SCHENKER for performance.

### **§3**

#### **Basic Services of DB SCHENKER**

1. DB SCHENKER **system** - distribution of groupage consignments is a service of international carriage of consignments, using reloading terminals, which not exceed the following parameters:
  - a. max. weight of a consignment - real or calculated (hereinafter referred to as **weight**) - 2500 kg;
  - b. max. volume of a consignment - 10,0m<sup>3</sup> (allowable volume may differ from country to country of delivery/collection - according to the information provided by DB SCHENKER);
  - c. max. length of a consignment - 5.0m (acceptable length of a consignment may be different, depending on the country of delivery/receipt, type of product - according to the information submitted by DB SCHENKER);
  - d. max. width of package - 1.8m; (for shipments requiring delivery by car with lift, the permissible width is 1.2m)
  - e. max. height of package - 2,2m,
  - f. max. weight of a consignment on a pallet is specified by relevant standards and load capacity of a respective pallet; yet maximum weight of a single package cannot exceed:
    - 1500kg for consignments for mechanical handling,
    - 1000kg for consignments requiring delivery by car with lift (permissible weight may vary depending on country of delivery/receipt - according to the information on the website [www.dbschenker.pl](http://www.dbschenker.pl))

- 30kg, and in exceptional cases, after prior agreement with DB SCHENKER, 50kg for packages not meant for mechanical handling.
  - g. max. volume of a single package for mechanical handling - 5m<sup>3</sup>
  - h. max. Volume of a single package for packages not meant for mechanical handling - 0,2m<sup>3</sup>
2. Depending on the country of delivery/receipt, the following products are available under the groupage consignments distribution:
- 2.1. DB SCHENKER**system classic** - distribution of groupage consignments with a delivery on the day stipulated in the schedule of deliveries - available at [www.dbschenker.pl](http://www.dbschenker.pl).
  - 2.2. DB SCHENKER**system speed** - distribution of groupage consignments with the delivery in the shortest possible time, in accordance with the schedule of deliveries for this service - available at [www.dbschenker.pl](http://www.dbschenker.pl).
  - 2.3. DB SCHENKER**system fix day** - distribution of groupage consignments with the delivery on a given business day specified in the order. The deadline for delivery as indicated in the order must be later than that resulting from the schedule of deliveries for the product of DB SCHENKER**system speed**.
    - 2.3.1. If the delivery date defined in this way requires storing the consignment at the DB SCHENKER terminal for a period longer than 3 days, the DB SCHENKER shall be entitled to charge fees for storing the consignment in accordance with the rate for this service indicated in the Table of Additional Fees for International Land Services, available on the website [www.dbschenker.pl](http://www.dbschenker.pl).
  - 2.4. DB SCHENKER**system** - distribution of groupage consignments with the anticipated delivery time presented in the schedule of deliveries for this product - available on [www.dbschenker.pl](http://www.dbschenker.pl).
  - 2.5. DB SCHENKER**system top** - distribution of groupage consignments with a guaranteed delivery on a business day stipulated in the schedule of deliveries, within the working hours adopted in the given country.  
Detailed conditions concerning the services of DB SCHENKER**system top** are specified in "the General Terms of Sale and the Provision of DB SCHENKER**system top** and DB SCHENKER**system top12**", available on the website [www.dbschenker.pl](http://www.dbschenker.pl).
  - 2.6. DB SCHENKER**system top12** - distribution of groupage consignments with a guaranteed delivery on a business day stipulated in the schedule of deliveries by 12:00 AM of the local time. Detailed conditions concerning the services of DB SCHENKER**system top12** are specified in "the General Terms of Sale and the Provision of DB SCHENKER**system top** and DB SCHENKER**system top12**", available on the website [www.dbschenker.pl](http://www.dbschenker.pl).
3. Availability of the products of DB SCHENKER**system**, DB SCHENKER**system classic**, DB SCHENKER**system speed**, DB SCHENKER**system fix day**, DB SCHENKER**system top** and DB SCHENKER**system top12** in particular countries is defined in the materials available on [www.dbschenker.pl](http://www.dbschenker.pl).
4. Under the product DB SCHENKER**system speed**, the following limitations are valid:
- a) the deliveries to: fairs, airports, marine ports are excluded
  - b) notification of the consignment delivery is excluded,
  - c) the COD orders are excluded
5. DB SCHENKER**direct** - is a service of carriage of consignments with the weight of more than 2500 kg. Consignments are carried on a truck individually or jointly with other consignments from a loading place to an unloading place, in principle not being reloaded at DB SCHENKER's terminals. In the case of transportations, without reloading at terminals, directly from a place of loading to a place of unloading a consignment or consignments of only a single client - the option of DB SCHENKER**direct** service, called DB SCHENKER**ftl**, is in question.

For all options of the DB SCHENKER*direct* service, a 42 t permissible mass truck has to be able to access both a loading place and an unloading place.

Any departure from this principle shall be mutually agreed at the stage of specifying the terms of performance of a service.

Parameters of consignments served by DB SCHENKER*direct*:

- max. width - 2,40 m;
- max. height - 2,50 m;
- max. length - length not exceeding the length of an open-load carrying body of a truck.

For transportation of consignments on semi-trailers - max. length is 13,5 m. - weight and size of a unit package should not cause a truck to be loaded unevenly. Any departure from the above principles shall be mutually agreed at the stage of laying down the terms of performance of a service.

6. DB SCHENKER*oversized* - a dedicated logistics service each time tailored to consignments which require individual solutions because of their size, weight or special transportation requirements.
7. DB SCHENKER shall provide services other than those listed above only if it accepts a written order for such service. All additional instructions shall be binding upon DB SCHENKER only if expressly confirmed in writing.
8. DB SCHENKER reserves the right to suspend, modify or cease any of the services provided by DB SCHENKER at any time by amending these Schenker Sp. z o.o. Terms of Provision of Services. In such a case, DB SCHENKER shall inform the Client, with whom a services agreement (for provision of any of the services referred to above) has been entered into, of the possibility to further provide services under the conditions as similar to the contractual conditions as possible (hereinafter referred to as the proposal of DB SCHENKER). If, within 7 days of the receipt of the proposal of DB SCHENKER by the Client, the Client does not make any reservations over the proposal of DB SCHENKER in writing or via email, it is assumed that the Client accepts the agreement as amended by the said proposal. Should the Client make reservations over the proposal of DB SCHENKER made within a time limit and in a form as defined in the previous sentence, the Parties agree that DB SCHENKER terminated the agreement with the Client, as far as the service which will not be provided is concerned, within 21 days of the lapse of a 7-day period from the receipt of the proposal of DB SCHENKER by the Client.

#### **§4**

#### **The goods which transport is subject to limitations and requires separate written agreements.**

1. As a rule, the following consignments shall not be accepted for transportation by DB SCHENKER:
  - a. tobacco and tobacco products;
  - b. plants and livestock (animals);
  - c. valuable consignments (e.g. gold and silver bars, precious stones, precious stone jewellery, items made of precious metals and valuable works of art);
  - d. bonds, negotiable documents and all types of securities;
  - e. currencies, banknotes and coins.
  - f. consignments containing medicinal products which are subject to regulations of the Pharmaceutical Law and Good Distribution Practice;
  - g. drugs and psychotropic substances;
2. The following consignments shall be accepted for transportation exclusively upon conclusion of a separate written agreement:
  - a. consignments that require specialist rolling stock and reloading;
  - b. consignments that require transportation at appropriate temperatures;
  - c. foodstuffs,
  - d. personal property,
  - e. high-alcohol products,
  - f. weapons,
  - g. consignments with parameters exceeding those specified in §3,

- h. consignments for the transportation of which separate permits and licences are required,
  - i. goods which cannot be consolidated with other goods (not applicable to the option DB SCHENKER*ftl*);
  - j. consignments without proper packaging that would protect the goods during transportation,
  - k. consignments without documentation required by detailed regulations.
3. DB SCHENKER does not transport waste and some classes of dangerous materials. Transport of consignments containing dangerous goods is regulated by the Terms for the Logistics of Handling Dangerous Goods in DB SCHENKER.

## §5

### Acceptance and Performance of Orders

1. Orders are accepted by Customer Service Divisions at DB SCHENKER's units relevant for the registered office of a Client ordering a service. An order according to templates used by DB SCHENKER and published on [www.dbschenker.pl](http://www.dbschenker.pl) should be delivered by fax or electronically (e-mail, Internet).  
It is possible to place orders electronically through the e-booking application available on [www.dbschenker.pl](http://www.dbschenker.pl), on the terms and according to the principles laid down in the application.  
  
On the basis of written mutual arrangements it will be acceptable to place single orders by telephone or in a form of an electronic file, after having submitted to DB SCHENKER a standing order in writing according to the specimen presented on the website [www.dbschenker.pl](http://www.dbschenker.pl).
2. Orders no matter how they are placed should be delivered by:
  - a. 4:00 p.m., one (1) business day prior to the date of loading for groupage consignments in exports from Poland;
  - b. 12:00 p.m., one (1) business day prior to the date of loading for groupage consignments in imports to Poland;
  - c. 10:00 a.m., one (1) business day prior to the date of loading for DB SCHENKER*direct* consignments in exports from Poland to EU and EFTA countries;
  - d. 2:00 p.m., two (2) business days prior to the date of loading for DB SCHENKER*direct* in imports to Poland from EU and EFTA countries.
  - e. 12:00 p.m., three (3) business days in exports and imports to/from other countries.
3. If DB SCHENKER does not make any comments and reservations on the content of an order – by phone, fax or electronically – within two hours for DB SCHENKER*system* consignments and eight hours for DB SCHENKER*direct* consignments from the time of having received such an order (excluding Saturdays, Sundays and statutory holidays) this shall mean that such an order has been accepted for performance on the terms specified in the content of an order. The orders delivered after the time specified in Point 2 shall be treated as orders delivered at 9:00 a.m. on the following business day.
4. Consignments are accepted for transport on the basis of a waybill signed by a consignor and a subcontractor's driver implementing the service per DB SCHENKER's order.

All differences between consignment data, such as:

- address data,
- parameters of a consignment,
- additional instructions,

recorded in a waybill and those in the previously delivered order shall be notified to DB SCHENKER before a consignment is loaded, within a time limit stipulated in §6 and confirmed in writing (electronic form is allowed) by DB SCHENKER.

If there is no notification on changes made, any costs incurred thereby by DB SCHENKER, and in particular: costs related to delivery to an address of delivery other than that shown in the order, costs of waiting time, shall be charged to the Client.

In the case of discrepancy in details on the consignment, DB SCHENKER is entitled to refuse delivery of the service and charge the Client with any costs incurred thereby at the rates as apply for cancellation of an order, set forth in the Table of Additional Fees for International Land Services, available at the website:

[www.dbschenker.pl](http://www.dbschenker.pl).

5. In case the consignment cannot be delivered /collected by the fault of the consignee's/consignor's on the date planned in the schedule of deliveries/collections or on the date specified in the order, the Client shall be charged with the costs of redelivery at the rates set forth in the Table of Additional Fees for International Land Services, available at the website: [www.dbschenker.pl](http://www.dbschenker.pl).
6. In case that second delivery of the consignment is not possible within 2 working days after first delivery attempt, DB SCHENKER is entitled to charge the Client with the cost of shipment storage at the rates set forth in the Table of Additional Fees for International Land Services, available at the website: [www.dbschenker.pl](http://www.dbschenker.pl).
7. DB SCHENKER collects a consignment on the place of dispatch and carries it to a place of destination shown in the order and a transportation document. In case information in a transportation document is different from that in the order, DB SCHENKER shall provide the service according to transportation documents, following the approval in accordance with the provisions of point 4.
8. In case a consignee is absent, DB SCHENKER shall leave an advice note indicating where and when a consignee may collect a consignment in person or order another delivery of a consignment to his/her office. Time for collection of a consignment by a consignee is three business days from the day following the day on which such advice note is left. After the elapse of that time and if there are no instructions from a consignee, DB SCHENKER gives such consignment for Client's disposal. The Client shall - within five calendar days after having sent a notice about an obstacle - provide information on how to proceed with a consignment. After the elapse of that time and if there are no instructions from a consignee, DB SCHENKER may send such a consignment to the Client at Client's cost and risk.
9. Groupage consignments shall be delivered by a consignee at the edge of the open load-carrying body of a truck. At an unloading place a driver shall make a consignment available to a consignee at the edge of the open load-carrying body of a truck.  
If the weight of moved cargoes exceeds 30 kg with regard to manual loading actions or 400 kg with regard to loading actions performed with the use of manual trolleys, the Client shall be obliged to provide loading actions at the place of sending and the place of delivery of the consignment, namely the delivery of the consignment by the loader to the open load-carrying body to a place indicated by the driver and acceptance of the consignment by the consignee from the open load-carrying body of the truck, from a place indicated by the driver.  
Any other way of collection/delivery of a consignment shall be mutually agreed and subject to additional fees.
10. Loading and unloading actions, including arrangement of the DB SCHENKER **direct** consignments on the vehicle are performed by, at cost and risk of a person loading/unloading.  
During loading driver shall supervise the process of arranging a consignment on a truck.  
A driver participating in a loading process is authorized to give instructions to a person loading on how to arrange the cargo on a truck.
11. In case any damage is discovered while a consignment is received/handed over a certificate of damage should be prepared by a consigner/consignee and a carrier. Information that a certificate of damage was issued should be recorded in the waybill. In case a driver for the reasons beyond his control does not participate in loading actions or a certificate of damage is not prepared, it shall be presumed that the cause of damage was at Client's fault.
12. An order is deemed to have been implemented once consignments have been put for unloading at a place shown in the order unless DB SCHENKER expressly agreed to carry out loading actions.
13. If, in connection with performance of the agreement, it appears necessary for DB SCHENKER to take any unpredicted actions, DB SCHENKER shall agree to perform them upon Client's prior approval of conditions.

14. In emergency situations, when it is impossible to contact a Client and any delay may result in an irreparable loss, DB SCHENKER shall - without any prior consultations - take actions, as referred to in point 13 at Client's risk and cost.
- In case there is a risk of impairment in value of the goods collected, or in case goods, because of their natural properties, may cause a threat to human life, property or environment, and any contact with the Client is impossible, or if the Client, having received a notice to undertake actions preventing a threat fails to do so, DB SCHENKER shall have the right to take any relevant actions, and if necessary, to sell goods in a proper manner.
- Depending on circumstances, DB SCHENKER may - without any notice - sell the goods if there is a threat that they may suffer total or partial impairment of value, or render them harmless or destroy them if they are able to generate another threat. DB SCHENKER shall immediately settle any receipts from sale with the Client from, deducting any costs incurred in connection with such sale. DB SCHENKER shall immediately notify the Client of the actions taken and - at Client's request - present proofs of expenses incurred thereby.
- DB SCHENKER may charge an additional fee to the Client for the actions taken at the amount specified in the Table of Additional Fees for International Land Services - and if there is no corresponding item for such actions - at the amount specified for the most similar actions.
15. Specific obligations relating to the transportation of consignments to Hungary.
- In case of obligation of shipment registration in the Electronic Trade and Transport Control System (EKAER), the Client is obliged to transfer in their order EKAER number to DB SCHENKER.
  - Any costs with which DB SCHENKER or their subcontractors may be charged by state control bodies of Hungary, as well as costs related to the execution of the decisions of these control bodies (transportation to the indicated place for unloading, costs of storing the consignments, other similar costs) and the costs that DB SCHENKER may bear towards other clients as a result of the delay in deliveries of their shipments transported in the same vehicle shall be borne by the Client, provided that the cause of their occurrence is an untrue statement, a wrong number of EKAER stated in the order by the Client or an untimely update of a notification in the EAKER system.
  - DB SCHENKER, at the latest on the day of loading the consignment to the truck in which the consignment is delivered to the area of Hungary, shall transfer by e-mail or by fax to the person indicated at the Client's the registration number of the vehicle that will cross the border of Hungary.
16. At every stage of transport, DB SCHENKER is entitled to inspect the consignment using available methods and means of control, without tampering with the packaging, unless the consignment is damaged in transport and the packaging has to be tampered with in order to draw up a certificate of damage to secure the consignment.
17. Should DB SCHENKER undertake to transport the consignment referred to in the Goods Transport Traffic Monitoring System Act of 9 March 2017 together with implementing acts or in the legal act supposed to supersede the said legal acts (hereinafter referred to as the Act), the Client shall undertake to observe the provisions of the Act and the "Rules of Handling Consignments subject to the Goods Transport Traffic Monitoring System Act" applicable to DB SCHENKER and available at [www.dbschenker.pl](http://www.dbschenker.pl) which constitute an integral part of these Terms of Provision of Services.

## **§6 Cancellation of Orders**

- Cancellation of any order confirmed by DB Schenker should be made at right time to enable DB Schenker to take actions to minimize the costs incurred thereby. Cancellation of the order must be in a written form and should be sent to DB SCHENKER by fax or electronic mail.
- The following time limits are deemed final to cancel orders:
  - 4:00 p.m.**, one (1) business day prior to the date of loading for groupage consignments in exports from Poland;

- b) **2:00 p.m.**, one (1) business day prior to the date of loading for groupage consignments in imports to Poland;
  - c) **2:00 p.m.**, one (1) business day prior to the date of loading for DB SCHENKER*direct* consignments in exports from Poland to EU and EFTA countries;
  - d) **12:00 p.m.**, one (1) business day prior to the date of loading for DB SCHENKER*direct* in imports to Poland from EU and EFTA countries;
  - e) **2:00 p.m.**, two (2) business days prior to the date of loading in exports and imports to/from other countries.
- 3) For orders cancelled after the time limits, specified under sec. 2, DB Schenker shall charge additional fees according to the Table of Additional Fees for International Land Services, published on the website [www.dbschenker.pl](http://www.dbschenker.pl).

## **§7 Packaging**

1. Consignments dispatched for transportation should be packed in the manner proper for a relevant transportation process. In particular, packaging should:
  - secure a consignment against any damage which may occur as a result of ordinary external forces during the entire transportation process;
  - prevent any unauthorized access to the content of a consignment;
  - do not cause any threat to human life or health and should be safe for other consignments;
  - be additionally secured against damage if packaging is at the same time commercial packing;
  - packaging of dangerous goods should be relevant to the content of a consignment, in compliance with the ADR regulations.
2. DB SCHENKER may refuse to implement a service in case packaging is improper.

## **§8 Documents**

1. In the case of orders for transportation of hazardous cargos, the Client shall provide any documents and information on the cargo as may be required by the ADR regulations.
2. The Client shall provide DB SCHENKER or an entity indicated by it with any necessary documents connected with transportation of a consignment, including any documents required to do customs formalities, and provide DB SCHENKER with any indispensable information as may be vital in the service implementation process.  
DB SCHENKER is not required to verify if the documents and information provided are accurate, final and true.
3. The documents listed in sec. 1 and 2 should be handed to a driver in an envelope bearing a description and information on its content.
4. In the event of a transport order that concerns strategic goods within the meaning of the Act of 29th November 2000 on foreign trade in goods, technologies and services of strategic importance to the security of the state and to maintain international peace and security (Journal of Laws No. 119, item 1250 of 2000 with subsequent amendments) and the Council Regulation (EC) no. 428/2009 of 5 May 2009 setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items (Official Journal of the EU L 134/1 of 29 May 2009 with subsequent amendments) and while taking into account national and international mandatory acts specifying list of countries covered with sanctions and trade prohibitions, the service shall be provided on condition that the Ordering Party provides a copy of the export/import permit for the goods and that DB SCHENKER obtains a license to provide the services covered by the agreement (if such a license is required). DB SCHENKER also reserves the right to adjust the rates enumerated in the Agreement by other necessary costs connected with strategic goods handling. The Ordering Party is obliged to provide the goods control number in compliance with the above provisions. Failure to provide the control number

shall be deemed as the Ordering Party's declaration that the goods covered by the order are not strategic goods.

5. DB SCHENKER does not provide services in transportation of documents. All documents relating to a consignment (except for those listed in sec. 1 and 2) should be placed inside a consignment or should be firmly fixed to the consignment packaging.  
Transportation of any other documents accompanying a consignment shall be agreed in advance.
6. If any service or its part provided on the basis of this Contract is or is going to be forbidden by any legal regulations, including, but not limited to, the law of the United States of America, the European Union or domestic law, including, but not limited to, the regulations on combating terrorism and concerning embargoes, DB SCHENKER has the right to cease the provision of the service or its part at any time, without notice and without bearing any liability towards the Client.

## §9 Labelling of Consignments

1. A Consignee should properly label a consignment for the time of transportation. Labeling of a consignment means visible placement of a label containing at least the following information:
  - full address of a consigner, including a country and zip-code,
  - full address of a consignee, including a country and zip-code,
  - packaging number / total number of packages.
  - gross weight.
2. Consignments, containing goods which due to their properties have to be transported in a certain position, require special caution during transport or reloading, cannot be loaded in a few layers, should be additionally marked with labels showing proper handling signs.  
In case of dangerous goods it is an obligation of a Consignor to select relevant packaging and properly mark a consignment with suitable labels and captions required by the ADR regulations.
3. Any other manner of labelling is subject to separate arrangements.

## §10 Fixing a Service Price

1. A price for services provided by DB SCHENKER is fixed on the basis of the currently applicable DB SCHENKER's price-lists, in particular:
  - DB SCHENKER**system** and DB SCHENKER**direct** depending on weight of a consignment, distance and country of delivery/collection,
  - for additional services - according to a relevant Table of Additional Services.
2. There are two ways of determining the weight of a consignment:
  - on the basis of the actual weight of a consignment,
  - on the basis of the so-called calculation based weight.
3. To determine a price for the weight of a consignment a higher parameter, real weight or calculation based weight, is taken.  
Calculation based weight is determined on the basis of:
  - **volume** (calculation based weight = volume of a consignment [m<sup>3</sup>] x applicable conversion factor),
  - **load meters** (calculation based weight = number of load meters (ldm) x applicable conversion factor).  
The number of load meters (ldm) is calculated according to the formula:  
**ldm = LxW/2,4** ( the product of length and width, divided by 2,4 ),  
L - length of longest side of packaging, expressed in meters and rounded up to 0,1 m,  
W - length of shorter side of packaging, expressed in meters and rounded up to the closest multiple number of 0,2 m,

2,4 = width of the open load-carrying body, taken as 2,4 m. wide.

In the case of a few packages composing one consignment which can be arranged near each other, the widths are totaled, and next rounded according to the principles as above.

ldm index is used for consignments which are more than 1.5 m high or for such on which (no matter how high they are) other consignments cannot be placed.

- **consignment length** (calculation based weight = length of a consignment [m] x 250 kg).

This conversion factor is used for the so-called long consignments which are more than 2.4 long but less than 5 m, whose weight exceeds 35 kg, and the index - the product of the length and the width does not exceed the value of 1.00. In case the above index exceeds the value of 1.00, calculation by load meters is made.

The value of the above mentioned conversion factors varies from country to country of delivery/collection in accordance with information provided by DB SCHENKER.

4. Rates for transportation include the time of waiting for loading and unloading save that:
  - a. for trucks with carrying capacity of up to 3,5 t - the waiting time cannot be longer than one hour,
  - b. for trucks with carrying capacity of more than 3,5 t - the waiting time cannot be longer than two hours.

In the case of dispatch/collection of consignments to/from non-EU and EFTA countries this time is 24 hours. The waiting time is calculated from the agreed moment of providing a truck for disposal of a consignor/consignee until the end of the loading/unloading process, and in the case of customs clearance until a truck is released after the finished customs clearance procedure. In case the said waiting time is exceeded, the fees as in the Table of Additional Fees for International Land Services published on [www.dbschenker.pl](http://www.dbschenker.pl) shall apply.

5. For settlements of transportation services a fuel adjustment index is used at the amount and in accordance with principles specified on [www.dbschenker.pl](http://www.dbschenker.pl).
6. For settlements of services a currency adjustment factor is used at the amount and according to the principles specified on [www.dbschenker.pl](http://www.dbschenker.pl).
7. For the purposes of conversion of the currencies in which rates for services are expressed, an average exchange rate for a given currency of the National Bank of Poland in effect on the last working day preceding the day of service performance.  
The day of service performance shall be the date of unloading the consignment at the destination place.
8. The prices are increased by the Value Added Tax in the amount complying with the Act of 11.03.2004 (as amended) on Value Added Tax.

## §11

### Payment Methods and Dates, Terms of Settlements

1. Payment for a service is made by the Client or a payer indicated by it within 14 days from the date of issue of an invoice.
2. Payment is deemed effective when credited to DB SCHENKER's bank account. Any delay in payment of charges with respect to the scheduled time will result in DB SCHENKER's adding interest thereby at statutory rate.
3. For clients subject to separate written agreements other dates of payments are possible.

## §12

### Liability

1. Under these Terms, DB SCHENKER assumes the rights and obligations of a contracting international road carrier ("Contracting Carrier") as laid out in the Convention on the Contract for the International Carriage of

Goods by Road (CMR) dated May 19, 1956 (Journal of Laws of 1962 No. 49, item 238 as later amended). Thus, DB SCHENKER is not entitled to release itself from the liability as a forwarder by referring to the lack of fault in selection of a subcontractor. DB SCHENKER is liable for nonperformance or improper performance of the service exclusively on the terms specified for an international carrier in the CMR Convention, unless these DB SCHENKER Terms of the Provision of Services state otherwise. With regard to additional services not resulting from the CMR Convention, DB SCHENKER's liability shall be governed by the Civil Code, however such liability may not exceed twice the amount of the remuneration for the service during which the loss occurred.

2. DB SCHENKER is liable as a contracting carrier for partial or total loss of or damage to goods which may occur from the moment such goods are collected for transportation until delivery (placement for unloading) with account taken for any possible delay of delivery. DB SCHENKER may carry out unloading at Client's cost in case the Consignee refuses to receive consignments and the Consignor fails to provide instructions on how to further proceed with them. If this is the case DB SCHENKER shall be liable for having such goods in its care in accordance with the regulations in force.
3. In the case when DB SCHENKER did not guaranteed the date of delivery in writing, they are obliged to provide the delivery of goods in reasonable time.
4. Fixing the date of delivery in any form does not provide the basis for claims under special interest (Article 26 of the CMR Convention), except for cases when a written agreement on special interest, specifying additional remuneration on this account, has been included.
5. DB SCHENKER shall not be liable for total or partial impairment in value of or damage to goods for the reasons indicated in the CMR Convention, and in particular for those caused by:
  - a. error or negligence of the Client;
  - b. reloading, loading, unloading or arrangement of goods by the Client or other persons acting on its behalf;
  - c. intrinsic susceptibility of goods to damage by breaking, leak, self-ignition, decay, corrosion, fermentation, evaporation or sensitivity of goods to low or high temperature or humidity;
  - d. improper packing or the lack of it;
  - e. incorrect or incomplete address provided or improper labeling of goods;
  - f. wrong or incomplete information on goods provided;
  - g. circumstances on which DB SCHENKER has no impact and the effects of which cannot be prevented by it.
6. Notwithstanding the provisions contained above DB SCHENKER bears liability to the extent to which any error or negligence at DB SCHENKER's fault led to total or partial loss of, damage to, or delay in delivery of goods.
7. Compensation for damage, missing of goods in part or in whole or for delay is calculated - in terms of principles and amounts - in accordance with the provisions of the CMR Convention.
8. In any case, DB SCHENKER's responsibility is limited to the actual damage (damnum emergens) without lost benefits (lucrum cessans) or indirect or output damages, regardless of whether the basis for claiming compensation is the contract (ex contractu) or a tort (ex delicto).
9. DB SCHENKER is not liable for any events caused by events of force majeure. In case of force majeure the forwarding-logistic service of Customer will be suspended for as long as the circumstances caused by force majeure will last.

**Force majeure** is an event which could not be predicted even if utmost care was taken as required for professional performance of services, and which is external both with respect to DB SCHENKER and Customer, and which could not be counteracted by the Parties while acting with due diligence. Events of force majeure in understanding of this Terms are in particular: strikes, blockades of roads or other commonly used driveways, natural disasters, epidemics, weather conditions and other natural forces, the impact of which differs from the average in a given period and makes service providing impossible.
10. The Client shall not be entitled to compensation on the terms used in the case of the loss of goods, if DB SCHENKER can prove that the goods were not lost in the time specified by the CMR Convention and may be delivered in reasonable time.

11. The Client shall compensate DB SCHENKER for any losses incurred as a result of:
  - a. delivery of incorrect, unclear or incomplete information on goods;
  - b. improper packing or labelling of goods;
  - c. improper loading or arrangement of goods on a transport unit carried out by the Client;
  - d. harmful properties of goods which could not be predicted by DB SCHENKER;
  - e. errors committed by the Client, as a result of which DB SCHENKER was compelled to pay customs duty, tax or place a security deposit.
12. Customer bears responsibility for actions of any third persons as appointed by Customer who, in relation to execution hereof, participate in providing those services, and in particular for Consigner's or Consignee's actions or failures, provided that Customer appointed them for DB SCHENKER as participants of the Agreement or their participation results from the nature of an order.
13. DB SCHENKER reserves the right of pledge on the consignment in accordance with the provisions of the Civil Code concerning freight forwarding.

### **§13 Complaints**

1. Complaints shall be resolved in compliance with the complaint procedure provided 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 later amended).
2. The complaints addressed to DB SCHENKER should be submitted in writing without undue delay in the Customer Service Division of DB SCHENKER, where the order has been accepted.
3. The basis for initiating the procedure is the letter of complaint, containing:
  - a) the date of preparing the complaint
  - b) the name of the entity filing the complaint or data of the person filing the complaint, and the address;
  - c) the complaint's title with justification, object of the complaint,
  - d) the reference number of the consignment sent by DB SCHENKER or the waybill type and number,
  - e) the amount of claim, along with the indication of grounds of the calculation,
  - f) gross weight of the damaged / lost consignment,
  - g) current bank account number,
  - h) a list of enclosed documents
  - i) a signature of the person filing the complaint.
4. The following documents should be attached to the letter of complaint:
  - a. an original waybill;
  - b. an original invoice or a copy certified by an authorised person or another document indicating the value of the consignment according to valid legal regulations;
  - c. packing list which constitutes attachment to the invoice specifying type of goods, quantity, weight of packaging
  - d. the shipping damage report if one has been drawn up;
  - e. the SAD document copy - if applicable;
  - f. additionally, in the case of damaging the shipment, the calculation of damage along with indicating the grounds for its determination;
  - g. additional documents indicating the scope and type of damage and possibility of its minimizing
  - h. a photographic documentation certifying the scope of damage with date and time of taking;
  - i. cession of rights in the case the party lodging the complaint is not the only one authorized to vindicate claims, a photographic documentation certifying the scope of damage with date and time of taking;
  - j. cession of rights in the case the party lodging the complaint is not the only one authorized to vindicate claims.
5. Until DB SCHENKER makes a decision on accepting or rejecting the claim, the Client shall secure the consignment.

6. During the examination of a complaint, DB SCHENKER has the right to, at its own discretion, apply to the owner of goods for the transfer of the right of ownership to DB SCHENKER, paying a compensation in the amount of the restoration value of the goods.
7. Complaints shall be examined by DB SCHENKER within 30 days from the date of gathering all necessary documents.
8. Having examined a complaint, DB SCHENKER shall notify the complainant, in writing, about the method of solving it.
9. Lodging a complaint does not authorize the Client to deduct their liabilities from DB SCHENKER's liabilities.
10. If DB SCHENKER considers the justified character of the complaint under binding legal regulations, they are obliged to pay compensation for total or partial loss of goods, according to the value of the goods at the place and time of their acceptance to transportation, and the compensation cannot exceed 8,33 SDR for 1 kilogram of the missing the gross weight.
11. In addition, they return the freight cost, duty and other documented expenses incurred in connection with the transportation of goods, in full in the event of a total loss and proportionally in the event of a partial loss; other compensations are not due.
12. In the event of delay in delivery, if an authorized person proves that it resulted in damage for them, DB SCHENKER is obliged to pay a compensation that cannot exceed the amount of the freight cost.
13. In the event of damage of a consignment, DB SCHENKER pays the amount, by which the value of goods has decreased, subject to item 10, and the compensation cannot be exceeded:
  - a. If the value of the entire consignment got reduced because of the damage - the amount which should be paid if the entire consignment was lost;
  - b. If the value of only a part of a consignment got reduced because of the damage - the amount which should be paid if the part whose value got reduced was lost.
14. If the recipient has accepted goods without checking their condition with the driver or without reporting to the driver any reservations indicating generally the type of loss or damage at the latest at the time of delivery, if it is about visible shortages or damages, or seven days from the date of delivery, including Sundays and holidays, if it is about invisible shortages or damage - it is presumed that if there is no evidence in rebuttal, that they received goods in condition described in the waybill. The above mentioned reservations should be reported in writing, if it is about invisible shortages or damages.
15. If the condition of the goods was checked together by the recipient and the driver, evidence in rebuttal to the result of that check cannot be produced, unless it is about invisible shortages or damage and if the recipient reported to the carrier written objections within seven days from the date of that check, not including Sundays and holidays.
16. A delivery delay may constitute the basis for compensation only if the reservation was addressed in writing within 21 days from making the goods available to the recipient.
17. An authorized person may, without further evidence, consider goods as lost, if they were not delivered within 30 days after the fixed date, and if the date was not fixed, within 60 days after the acceptance of the goods by the carrier.
18. If the data used for the basis of calculating the compensation are not expressed in the currency of the country where the payment is required, a recalculation is made according to the exchange rate on the day and place of compensation payment.

#### **§14**

#### **COD (cash on delivery) orders, CAD (cash against documents) orders**

1. COD/CAD orders are accepted by DB SCHENKER only on the basis of a separate agreement concluded in that scope.
2. The upper limit of a COD/CAD instruction amount = EUR 10 000 or its equivalent in other currency.
3. COD/CAD instructions shall be given in writing and forwarded directly to DB SCHENKER. Information placed on an invoice that goods were sold on the "cash on delivery" terms does not mean that DB SCHENKER is required to collect an invoiced amount in any form.
4. In international transportations DB SCHENKER does not exercise the COD instruction involving collection of cash.
5. DB SCHENKER performs COD/CAD instructions only as an integral part of a transportation service, bearing at the same time a liability as a carrier.
6. DB SCHENKER's liability for performance of the COD/CAD instruction is always limited to the amount of losses actually incurred by the client which do not exceed the amounts mentioned in the COD/CAD instruction.
7. For performance of a COD/CAD order DB SCHENKER collects additional remuneration in accordance with the Table of Additional Fees for International Land Services published on [www.dbschenker.pl](http://www.dbschenker.pl).

### **§15**

#### **Changes in the Terms of Provision of Services**

1. The Client assures that during the period of cooperation with DB SCHENKER he shall have continuous Internet access and agrees that he shall on its own find out about the current content of these Terms of the Provision of Services by DB SCHENKER Sp. z o.o. using information provided on the websites [www.dbschenker.pl](http://www.dbschenker.pl)
2. DB SCHENKER undertakes to present on these pages information about the date on which every change becomes effective.  
In the case of introduction of the said changes on www page only information about the changes becoming effective presented on www page will be considered as binding while possible information sent to the Consignor in a written notice or in an e-mail will have the character of additional information exclusively.

### **§16**

#### **Additional Information**

1. When transporting a consignment DB SCHENKER assumes that it is sufficiently secured for the time of transportation. Carriage of a consignment insufficiently secured takes place only at Client's risk and liability.
2. DB SCHENKER has the right to check if a consignment corresponds to consignor's statements contained in the waybill.
3. DB SCHENKER may unilaterally and with a binding effect for the Client change the provision concerning parameters of a consignment in a waybill if they differ from the actual state of things.
4. The Client is a guarantor of payment for the performed service in case it indicates a different payer.
5. The Client hereby states that it has no relationship with the persons or entities with whom business transactions are forbidden by Polish or international regulations, and that they are not placed on the list of entities with whom business transactions are forbidden by such regulations. If the above statement is untrue, or there are grounds to suggest the foregoing, DB SCHENKER is entitled to immediately discontinue the cooperation with the Client without any compensatory damages.

6. The Client agrees to receive from DB SCHENKER commercial information by post or by means of electronic communication, including electronic mail, to the address or addresses used by the Ordering Party in business contacts.

The Client agrees that its postal addresses, including electronic mail address, shall be placed in DB SCHENKER database as well as agrees that these addresses shall be used for the purpose of direct

marketing of DB SCHENKER products and services.

The Client has the right to revoke its consent to receive commercial information by sending a relevant written statement to the address of DB SCHENKER head office:

Schenker Sp. z o.o. ul. Żwirki i Wigury 18, 02-092 Warszawa

7. DB SCHENKER has an Integrated Quality, Environment and Work Safety Management Policy in accordance with the requirements of: ISO 9001:2008, ISO 14001:2004, OHSAS 18001:2007, ISO/IEC 27001:2005, HACCP, TAPA FSR and Act of 29 November 2000 on foreign trade in goods, technologies and services of strategic importance to the security of the state and to maintaining international peace and security (consolidated text: Journal of Laws of 2013, item 194)(ICP).
8. Any disputes as may arise out of or in connection with conclusion and implementation of the service by DB SCHENKER shall be examined by common courts relevant for DB SCHENKER's registered office, DB SCHENKER's organizational unit (branch), which performed the service or the city of Poznan, at option of the party instituting an action.

Schenker Sp. z o.o. in Warsaw, ul. Żwirki i Wigury 18, 02-092 Warsaw

Registration: District Court for the capital city of Warsaw in Warsaw, KRS entry: 000040104

EU TAX ID: PL 527-010-38-24

REGON: Regional Court for the capital city of Warsaw, 010500539

Share capital: PLN 186.294.430

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