

Terms and Conditions of Service Provision and Responsibility – with respect to Dedicated Multimodal Solutions

In force from 06.08.2018, introduced by the Resolution of the Company Management Board on 06.08.2018

I. Scope of the Terms and Conditions

These Terms and Conditions of Service Provision and Responsibility – with respect to forwarding Dedicated Multimodal Solutions (hereinafter Terms and Conditions) apply for all agreements executed with respect to forwarding in domestic and international railway transport. The Terms and Conditions are issued by DB Schenker Sp. z o.o. (hereinafter DB Schenker), with its registered seat at ul. Żwirki i Wigury 18, 02-092 Warsaw, NIP: 527-010-38-24, EU NIP: PL5270103824, Initial capital: PLN 186,294,430, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw, XIII Commercial Division as KRS no. 40104. The terms and conditions as well as standard documents mentioned in the Terms and Conditions are the draft agreement pursuant to the Act of 23 April 1964 Civil Code (Journal of Laws of 1964, no. 16, item 93 as amended). The Contracting Entity represents that before ordering the service they got acquainted with the up-to-date version of the Terms and Conditions, available e.g. at <https://www.dbschenker.com/pl-pl> and that they accept the Terms and Conditions.

II. Service Provision Scope

DB Schenker organizes multimodal transport of shipments and provides extra services, as stipulated in these Terms and Conditions. DB Schenker shall be obliged to provide solely services accepted by it explicitly for performance.

If it becomes necessary for DB Schenker to undertake any activities not stipulated here in connection with the agreement performance, DB Schenker shall undertake them after the terms and conditions have been accepted by the Contracting Entity. In urgent circumstances, when it is impossible to contact the Contracting Entity and any delay is likely to result in irreparable loss, DB Schenker shall undertake the activities mentioned above without any prior consultation, at the Contracting Entity's risk and expense.

III. Basic Services of DB Schenker with respect to international forwarding of Dedicated Multimodal Solutions

- 1) Organization of railroad carriage provision for loading – spatial and temporal coordination, in cooperation with the carrier, of providing the appropriate railroad carriage for loading specific goods.
- 2) Rail transport organization – a service consisting in ordering particular stages of transport from subcontractors, i.e. specialist transport companies.
- 3) Rail transport organization with delivering goods from the place of loading to the railroad carriage.
- 4) Rail transport organization with delivering goods from the railroad carriage to the consignee.
- 5) Organization of combined transport consisting in transporting cargo using more than one transport type. The combined transport may be carried out using a container or any other intermodal units provided by the Contracting Entity or providing a container or other intermodal units for the Contracting Entity.
- 6) Loading/reloading/unloading organization – a service consisting in contracting loading/reloading and unloading activities to specialized third parties or specialized units of DB Schenker.
- 7) Organization of re-dispatch – a service consisting in changing shipping documents SMGS to CIM and vice versa when transporting shipments in various international transport law systems.
- 8) Organization/contracting of customs clearance, customs formalities – ordering customs agency services to specialized companies or providing customs agency services by DB Schenker under a separate agreement.
- 9) Monitoring shipment transport process – a service consisting in notifying the Contracting Entity at agreed intervals of the rail shipment status under a separate agreement.
- 10) Organization of oversize shipment transport – a dedicated logistic service, designed on a case-by-case basis for shipments which require customized solutions because of their dimensions, weight or transport

specificity.

- 11) Organization of hazardous goods' transport – a service consisting in contracting particular rail transport stages from specialized companies pursuant to RID provisions, being enclosure no. I to appendix B to COTIF Convention concerning International Carriage by Rail, SMGS Agreement on International Goods Transport by Rail (Journal of Laws 1995 no. 9, item 21), the Act of 31 May 2004 on Rail Transport of Hazardous Goods (Journal of Laws 2004 no. 97, item 962 as amended) as well as any other mandatory legal provisions.

IV. Goods the transport of which is subject to limitations and requires separate written agreements.

- 1) DB Schenker does not transport the following goods as a rule:
 - a) tobacco and tobacco products;
 - b) plants and livestock (animals);
 - c) valuable shipments (e.g. gold or silver bars, gems, precious jewelery, products made from precious metals, valuable works of art);
 - d) bonds, transferable trade securities or any securities,
 - e) currency, banknotes and coins,
 - f) shipments containing medicinal products requiring the application of Pharmaceutical Law and Good Distribution Practice,
 - g) drugs and psychoactive substances.
- 2) The following shipments will be accepted for transport solely after a separate written agreement is executed:
 - a) shipments requiring specialist rolling stock and reloading,
 - b) shipments requiring appropriate temperatures in transport,
 - c) food,
 - d) personal belongings,
 - e) alcoholic products,
 - f) weapons and ammunition,
 - g) shipments exceeding the parameters mentioned in §3;
 - h) shipments which require separate permits and licenses for transport,
 - i) goods which cannot be consolidated with other goods,
 - j) shipments without an appropriate packaging protecting the goods for transport,
 - k) shipments without the documents required by the detailed regulations.
- 3) DB Schenker does not transport waste and some hazardous goods classes. Transport of shipments containing hazardous goods is regulated by the Terms and Conditions of Logistic Hazardous Goods Services in DB Schenker

V. Order acceptance and performance

- 1) Orders sent to the addresses and in accordance with the forms used by DB Schenker, published at <https://www.dbschenker.com/pl-pl>, are to be accepted by the Offices for Dedicated Multimodal Solutions. The order should be placed electronically (e-mail) and should indicate the offer of DB Schenker being the basis for the order placement.

Based on written bilateral arrangements, it is permitted to place individual orders over the phone, fax or an electronic file, having placed a standing order in writing with DB Schenker based on the form published at <https://www.dbschenker.com/pl-pl> <https://www.dbschenker.com/pl-pl>

- 2) The orders should be passed to DB Schenker on the date enabling DB Schenker to organize transport, no later, however, than 7 days before the shipment is dispatched.

- 3) DB Schenker failure to report any comments and objections concerning the order over the phone, by fax or e-mail, on the day when the order is received (except for Saturdays, Sundays and bank holidays) shall be construed as the order acceptance for performance pursuant to the terms and conditions stipulated in the order. Any orders sent after 12:00 p.m. shall be considered orders sent on the following business day.
- 4) The Contracting Entity obliges to include any information required by DB Schenker to organize the forwarding service in the order.

Any differences concerning shipment information, such as:

- address,
- shipment parameters,
- additional instructions,

likely to occur between the information in the bill of lading and the one provided before in the order must be reported to DB Schenker before the shipment is accepted and confirmed in writing (electronic format is permitted) by DB Schenker. If there is no notification of the changes introduced, any costs incurred by DB Schenker on those grounds, including but not limited to the following: costs related to the delivery to any other delivery address than the one indicated in the order, demurrage costs, shall be borne by the Contracting Entity.

DB Schenker has the right to refuse to perform the service if there are any discrepancies between the shipment information and encumber the Contracting Entity with the costs arising on those grounds.

- 5) If the Contracting Entity demands any change of the date when the means of transport is to be provided, of the means of transport type, of other material terms and conditions of order performance, in inability to perform the order for the Contracting Entity's fault, the Contracting Entity shall be obliged to submit such changes to DB Schenker in writing (including e-mail or fax). Any costs resulting from such activities shall be borne by the Contracting Entity. DB Schenker shall be entitled to refuse to perform the amended order or suspend performance thereof if such changes prevent or hamper due performance of the forwarding service by DB Schenker significantly.
- 6) The Contracting Entity shall contact DB Schenker before loading is started to receive appropriate instructions required to fill in the bill of lading. The Contracting Entity shall be held solely liable for inappropriate filling in of the bill of lading and for any costs related thereto.
- 7) The Contracting Entity shall be held solely liable for exceeding the load limit of the load unit (rail carriage, container, semi-trailer etc.) and they shall be obliged to pay any dues resulting from the excess removal by the actual carrier and other costs related thereto.
- 8) At the Contracting Entity's request, DB Schenker shall notify the consignee of the shipment delivery and the ability to collect it. The shipment should be collected by the consignee immediately after it is delivered, no later than on the delivery date. If the consignee fails to collect the shipment and any costs are incurred on those grounds, DB Schenker shall encumber the Contracting Entity with demurrage charges.
- 9) If there is any risk of losing the value by the goods taken over or if the goods' nature may cause hazard for people, property or the environment, and it is impossible or significantly difficult to contact the Contracting Entity, or if the Contracting Entity, having been requested to initiate any measures to prevent the hazard, fails to do it, DB Schenker shall be entitled to take the appropriate measures and, whenever required, even sell the goods in the suitable way.

Depending on the circumstances DB Schenker can, at its own discretion, without notifying, sell the goods if they are at risk of the total or significant loss of value, initiate measures to remove the hazardous properties of goods or destroy them if they are likely to cause another hazard.

DB Schenker will clear any proceeds from sale immediately, having deducted costs incurred in connection with effecting it.

DB Schenker shall notify the Contracting Entity immediately of any measures taken and shall present, at the Contracting Entity's request, the proof of expenses incurred in connection with the above measures.

DB Schenker may encumber the Contracting Entity with the extra remuneration in connection with the activities carried out in the sum specified for any most similar activities.

- 10) If DB Schenker failed to guarantee the delivery date in writing, it shall be obliged to ensure the goods'

delivery in the shortest time possible.

- 11) If any transport of goods stipulated in the Act of 9 March 2017 on the monitoring system for the road carriage of goods, including any secondary legislation or in any legal act substituting the said legal acts (hereinafter referred to as the Act) is ordered, the Contracting Entity obliges to comply with the provisions of the Act and the "Rules of Handling Shipments Subject to the Act on the Monitoring System for the Road Carriage of Goods" adopted by DB Schenker, available at <https://www.dbschenker.com/pl>, being an integral part of these General Terms and Conditions. The transport of a shipment containing goods governed by the Act and subject to a request to present the means of transport for the purpose of carrying out an inspection, as set forth in Article 12a (1) of the Act, in road transports, shall be performed with a dedicated means of transport carrying only such shipment from the place of dispatch to the place of delivery. The terms and conditions of remuneration shall be determined on the basis of DB SCHENKER's offer delivered before the transport service begins. Notwithstanding the above, the Contracting Entity shall be obliged to cover all DB SCHENKER's expenses incurred in connection with the request set forth in Article 12a (1) of the Act.

VI. Packagings

- 1) The Contracting Entity, unless this is covered by the order placed with DB Schenker Sp. z o.o., shall load the shipment in a timely fashion and secure it as per the provisions of COTIF Convention concerning International Carriage by Rail, SMGS Agreement on International Goods Transport by Rail and the requirements of the transport process and other mandatory legal regulations.
- 2) Shipments dispatched for transport should be packed in a way suitable for the transport process used. The packaging should:
 - protect the shipment from damage likely to arise as a result of ordinary external forces in the whole transport process,
 - prevent access to the shipment content,
 - not be hazardous for life and health and should be safe for other shipments,
 - be additionally protected from damage if the packaging is a commercial packaging at the same time,
 - for any hazardous goods, the packaging should be selected as appropriate for the shipment content, as per the provisions of RID Regulation concerning the International Carriage of Dangerous Goods by Rail, being Annex I to Appendix B to COTIF Convention concerning International Carriage by Rail, SMGS Agreement on International Goods Transport by Rail (Journal of Laws 1995 no. 9, item 21), the Act of 31 May 2004 on Rail Transport of Hazardous Goods (Journal of Laws 2004 no. 97, item 962 as amended) as well as any other mandatory legal provisions.
- 3) DB Schenker shall be entitled to refuse to perform the service if the packaging is not suitable.
- 4) DB Schenker shall not be obliged to pack the shipment unless it accepts such a written order of the Contracting Entity.

VII. Terms and Conditions of Handling Goods Subject to Specific Regulations

- 1) If the subject of the service is hazardous goods, the Contracting Entity obliges to follow RID regulations or other applicable regulations. The Contracting Entity obliges including but not limited to report, document and label the goods with inscriptions and labels in a way compliant with the international conventions and pack the shipment in a packaging holding the required certificate, appropriate for the shipment nature. Moreover, the Contracting Entity obliges to submit the transport documents required by the provisions of agreements and international conventions as well as any information on those goods to DB Schenker to enable it to perform the subject of the Agreement correctly.
- 2) If transport of strategic goods is ordered pursuant to the Act of 29 November 2000 concerning international trade in goods, technologies and services of strategic significance for state security and maintenance of international peace and security, and amending selected laws (Journal of Laws no. 119, item 1250 of 2000 as amended) and the Regulation of the Council (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 EU L 134/1 of 29 May 2009 as amended), with simultaneous consideration of the applicable national and international legal acts defining the list of countries covered by the prohibition or limitations of trade, a prerequisite for initiating the service performance shall be a copy of the export/import permit for the said goods submitted by the Contracting Entity and obtaining a permit to perform services covered by the agreement by DB Schenker (if such a permit is required). At the same

time, DB Schenker reserves the right to adjust the rates stipulated in the Agreement with any other indispensable costs related to handling strategic goods. The Contracting Entity shall be obliged to provide a control number of goods as per the above regulations. The absence of this control number shall mean that the Contracting Entity represents the goods covered with the order are not strategic.

- 3) Acceptance of any order concerning strategic goods must be confirmed by DB Schenker in writing. Moreover, DB Schenker reserves the right to adjust the rates stipulated as per the Agreement with any other required costs related to handling the strategic goods.
- 4) The Contracting Entity shall be held liable vis-a-vis DB Schenker for any losses likely to arise as a result of the absence, insufficiency or incorrectness of documents and informations stipulated in section 1 and 2.

VIII. Documents

- 1) If any hazardous goods' transport is contracted, the Contracting Entity obliges to ensure delivery of all documents and information on the cargo, required by the applicable regulations:
 - RID Regulation concerning the International Carriage of Dangerous Goods by Rail, being Annex I to the uniform rules concerning the contract for international carriage of goods by rail (CIM), appearing as Appendix C to the Convention concerning international carriage by rail (COTIF),
 - Appendix C to SMGS Agreement, Regulations on Dangerous Goods Transport to the Agreement on International Goods Transport by Rail (SMGS), Act of 28 March 2003 on Rail Transport (Journal of Laws of 2007, no. 16 item 94),
 - The Act of 31 March 2004 on transport of dangerous goods by rail (Journal of Laws No. 97, item 962 as amended).
- 2) The transport of shipments containing hazardous goods is governed by "Terms and Conditions of Logistic Hazardous Goods Services in DB Schenker", published at <https://www.dbschenker.com/pl-pl>. These Terms and Conditions shall apply in matters not regulated in "Terms and Conditions of Logistic Hazardous Goods Services in DB Schenker".
- 3) The Contracting Entity is obliged to ensure submission of any required documents related to the shipment transport, including documents connected with any customs formalities, to DB Schenker or an entity appointed by it, and provide any information important in the service performance process to DB Schenker. DB Schenker is not obliged to check if the documents and information submitted are accurate, final and true.
- 4) The transport of shipments containing food products is governed by the "Terms and Conditions of Food Product Logistic Service in DB SCHENKER", published at <https://www.dbschenker.com/pl-pl>. These Terms and Conditions shall apply in matters not regulated in "Terms and Conditions of Food Product Logistic Services in DB SCHENKER".
- 5) If any customs declaration for goods' import is not done by DB Schenker but by an entity contracted by the Contracting Entity, the Contracting Entity shall be obliged to send copies of SAD document to DB Schenker by e-mail or fax on the date of customs clearance or on the following day.
- 6) DB Schenker is entitled to check if the shipment corresponds to the consignor's statements being grounds for issuing the bill of lading.
- 7) DB Schenker shall be entitled to amend the provision concerning shipment parameters in the shipping document in an unilateral and binding way if they differ from the actual situation.

IX. Shipment labelling

- 1) The consignor should label the shipment appropriately for transport.
- 2) Any shipments containing goods which, because of their properties, must be transported in a specific position, require ensuring particular care in transport or reloading, cannot be loaded in several layers, should be marked with extra labels displaying appropriate handling symbols.
- 3) For the hazardous goods, the Consignor shall be obliged to select the appropriate packaging and to label the shipment with appropriate labels and inscriptions as required in the regulations mentioned in section VIII 1.

- 4) Transporting the shipment, DB Schenker assumes the shipment is secured sufficiently for transport. Any transport of a shipment which is not sufficiently secured shall take place at the sole risk and responsibility of the Contracting Entity.

X. Agreeing the price for the service

- 1) The price for services provided by DB Schenker is agreed based on the up-to-date offers of DB Schenker Sp. z o.o. Before ordering the service, the Contracting Entity shall be obliged to check the up-to-date remuneration for the service ordered with DB Schenker by requesting a quotation in writing, by fax or by e-mail, or by checking DB Schenker website at <https://www.dbschenker.com/pl-pl> for the standard price for the ordered service unless any agreement stipulating any individual remuneration was executed. If DB Schenker provides service which no remuneration was agreed for, prices determined in the standard price lists on DB Schenker website, i.e. <https://www.dbschenker.com/pl-pl>, shall be in force, and if there are no such prices in the price list, the prices for services most similar to the ones provided by DB Schenker Sp. z o.o. shall apply.
- 2) For converting currency which any rates for services are expressed in, the mean NBP FX rate for a given currency, in force on the day when a given invoice is issued, shall be used.
- 3) Failure to receive a copy of SAD in goods' import on the date mentioned in section VIII 5 shall result in the accrual of VAT by DB Schenker for the entire domestic section in the value corresponding to the applicable law.

XI. Methods and dates of payment, settlement rules

- 1) Payment for the service shall be made by the Contracting Entity or any payer appointed by them within up to 14 days following the invoice issue date. The Contracting Entity shall be liable for the payer's failure to pay.
- 2) The payment shall be considered made when the bank account of DB Schenker is credited with the due sum. Any payment delayed beyond the agreed date shall result in the statutory interest accrued by DB Schenker on those grounds.
- 3) For Contracting Entities having separate written agreements other dates of payment are permitted.

XII. Liability

- 1) DB Schenker shall assume the forwarding liability vis-a-vis the Contracting Entity for services provided to the Contracting Entity based on the rules stipulated in these Terms and Conditions.
- 2) The liability of DB Schenker for transport organization services cannot exceed the liability of the actual or contractual carrier as per the relevant legal regulations and the Rules issued by a given carrier effecting the transport during which the occurrence resulting in the loss took place.
- 3) Damages for any destruction, loss, damage of goods or delayed delivery shall be calculated based on the rules and in the amount stipulated in the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980 as adopted by the change report of 3 June 1999 (Journal of Laws 2007 no. 100 item 674) or in the Agreement on International Goods Transport by Rail (SMGS) (Journal of Laws 1995 no. 9 item 21), for domestic rail transport in the Act of 15 November 1984 Transport Law (i.e. Journal of Laws 2000, no. 50, item 601 as amended), with the reservation that if the loss occurs in multimodal transport during service performance in the identifiable transport type, the liability of Schenker shall be determined based on the following law:
 - 4) with respect to the international road transport services, DB Schenker shall have the rights and obligations of the international carrier stipulated in the Convention on the Contract for the International Carriage of Goods by Road (CMR) of 19 May 1956 (Journal of Laws of 1962, no. 49, item 238) following the rules stipulated in "Terms and Conditions of Providing International Road Forwarding Services by DB Schenker sp. z o.o." available at <https://www.dbschenker.com/pl-pl/>
 - 5) with respect to domestic road transport, DB Schenker shall have the rights and obligations of the domestic carrier stipulated in the Act of 15 November 1984 Transport Law (uniform text: Journal of Laws of 2000, no. 50, item 601 as amended) following the rules stipulated in the "Terms and Conditions of Domestic Service Provision by DB Schenker" available at <https://www.dbschenker.com/pl-pl/>
 - 6) with respect to sea transport when DB Schenker Ocean bill of lading was used, the liability of DB

Schenker cannot be higher than the one of the contractual carrier, as per DB SchenkerOcean Terms and Conditions of Liability published at <https://www.dbschenker.com/pl-pl>, and if no DB SchenkerOcean bill of lading is used, the liability of DB Schenker cannot exceed the carrier's liability under the agreement and the provisions of the Convention for the Unification of Certain Rules Relating to Bills of Lading, signed in Brussels on 25 August 1924, as amended by the protocols made in Brussels on 23 February 1968 and 21 December 1979, i.e. the Hague-Visby Rules (Journal of Laws 1937, no. 33, item 258, Journal of Laws 1980, no. 14, item 48, Journal of Laws of 1985, no. 9, item 26 as amended).

- 7) with respect to air transport services, DB Schenker liability cannot exceed the carrier's liability as per the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed in Montreal on 28 May 1999 (Journal of Laws 2007, no. 37, item 235).
- 8) With respect to any rules other than organizing transport, not governed by the above legal regulations and internal rules of the actual or contractual carriers, DB Schenker liability shall be as stipulated in the Civil Code, but cannot exceed the double sum of remuneration for the service which the loss is connected with.
- 9) In any case, DB Schenker liability is limited to the actual loss (*damnum emergens*) without any lost profits (*lucrum cessans*) and other indirect or consequential losses, regardless of whether the claim basis is in contract (*ex contractu*) or in tort (*ex delicto*).
- 10) DB Schenker liability shall cover the transport period, unless DB Schenker obliged to carry out any additional services or such services result from the need to ensure correct order performance.
- 11) DB Schenker shall not be held liable for any occurrence caused by the Force Majeure. If such a Force Majeure occurrence takes place, the forwarding and logistic services for the Contracting Entity shall be suspended for the duration of the Force Majeure circumstances. Force Majeure is an occurrence impossible to foresee even when exercising due care required for professional service provision, external both vis-a-vis DB Schenker and the Contracting Entity, and which the Parties could not counteract exercising due care. Pursuant to these Terms and Conditions, the Force Majeure occurrences include but are not limited to: strike, roadblocks or blocks of other entrance and exit points popularly used, natural disasters, epidemics, weather conditions and other natural occurrences with the intensity exceeding the average one in a given period and preventing service performance.
- 12) The Contracting Entity is responsible for the correctness of data and declarations concerning the goods, submitted to DB Schenker by themselves or by another entity acting in their name or for their benefit (including but not limited to the Consignor). The Contracting Entity shall be held liable for any loss incurred by DB Schenker or by any other person vis-a-vis whom DB Schenker Sp. z o.o. is responsible for any inaccuracy, incorrectness or incompleteness of data and declarations submitted by the Contracting Entity or another entity. The Contracting Entity shall be obliged to compensate DB Schenker for the loss incurred as a result of: – providing incorrect, unclear or incomplete information on the goods, – inappropriate packaging or labelling of goods, – inappropriate loading or placing the goods in the transport unit, – hazardous properties of the goods which DB Schenker was unable to foresee, – errors made by the Contracting Entity as a result of which DB Schenker is forced to pay any customs duty, tax or provide a security.
- 13) The Contracting Entity shall be held liable for the acts of any people appointed by them, participating in performing these services, including but not limited for any acts or omissions of the consignor or the consignee, provided the Contracting Entity indicated them to DB Schenker as the participants of the order performance or their participation results from the order nature.

XIII. Complaint handling rules and procedure

- 1) The complaints shall be investigated based on the rules indicated in paragraph 12 section 3 hereof.
- 2) Complaints under the Agreement, concerning reimbursement of the due sum or its part, can be made by the Contracting Entity or Consignee depending on who effected payment. Complaints concerning any other claims under the Agreement, as per Article 75 section 3 item 2 of the Transport Law can be made by a person authorized to dispose of the shipment, i.e. the Contracting Entity or the Consignee depending on who of them is entitled to dispose of the shipment. If a complaint is made by a person not authorized to dispose of the shipment pursuant to the preceding sentence, s/he should provide a document (e.g. a transfer (assignment) of rights entitling her/him to make a complaint).
- 3) Complaints should be made in the shortest time possible, bearing in mind the statutory claim limitation periods.

- 4) The complaint, together with the below-mentioned documents, should be submitted to DB Schenker in one of the below-mentioned forms.
 - a. In writing – a letter of complaint specifying the name of the complainant or details of the complaining individual and the address, complaint title with grounds, subject of the complaint, shipment reference number awarded by DB Schenker or the shipment document type and number, claim value, up-to-date bank account number, list of documents enclosed, signature of the party making the complaint should be submitted in writing to DB Schenker Customer Service Department where the order was accepted;
 - b. In a document form – an e-mailed letter of complaint specifying the name of the complainant or details of the complaining individual and the address, complaint title with grounds, subject of the complaint, shipment reference number awarded by DB Schenker or the shipment document type and number, claim value, up-to-date bank account number and the list of documents enclosed should be submitted to the e-mail address which the transport order was sent to.

DB Schenker shall investigate complaints based on documents submitted to it in electronic copies, retaining the right to demand submission of the original documents;
- 5) Complaint submission using means of electronic communication shall mean the consent of the complaining party to have the response to the complaint, communication or call delivered by DB Schenker to the e-mail address which the complaint was sent from unless the complaint contains a request to receive the response or calls in writing at the indicated address of residence or seat of the complainant. DB Schenker shall remain authorized to provide the response in writing.
- 6) DB Schenker shall respond to the complaint made in writing in a written form unless the complainant demanded to receive the response to the complaint or call using means of electronic communication.
- 7) The following documents should be attached to the letter of complaint:
 - a. bill of lading or another document concerning execution of the transport agreement;
 - b. loss report, if made;
 - c. commercial invoice or another document indicating the shipment value as per the applicable legal regulations;
 - d. packing list being enclosure to the commercial invoice, determining the type of goods, quantity and weight of packagings;
 - e. additionally, if the shipment is damaged, documents indicating the dimension and type of loss and the ability to minimize it;
 - f. photo documentation confirming the loss scope with the date and time of making;
 - g. assignment of rights in the situation when the complainant is not the only party authorized to pursue claims;
 - h. copy of SAD, if applicable.
- 8) The complaints shall be investigated by DB Schenker within 30 days after the complete documents are submitted.
- 9) The Contracting Entity shall not be entitled to deduct any claims vis-a-vis DB Schenker from the claims of DB Schenker.
- 10) Until DB Schenker makes a decision concerning the claim acceptance or rejection, the complainant shall be obliged to secure the shipment.
- 11) Investigating the complaint, DB SCHENKER shall be entitled, at its own discretion, to request the goods' owner to transfer the ownership title to DB SCHENKER, paying the damages in the value equal to the reinstatement value of the goods.
- 12) If the data being grounds for calculating the damages is not expressed in the currency of the state where the payment is demanded, the conversion shall be based on the FX rate of the date and place of the damages' payment.
- 13) If the provisions applicable to a given type of transport and liability assumed by DB Schenker when performing a specific service provide for any other requirements (including dates) than stipulated in this chapter of the Terms and Conditions, DB Schenker shall be entitled to quote the said circumstances and

follow the said requirements.

XIV. Additional provisions

- 1) DB Schenker has an Integrated Quality, Safety and Environment Management System compliant with the requirements of: ISO 9001, ISO 14001, OHSAS 18001, ISO/IEC 27001, HACCP, TAPA FSR systems and the Act of 29 November 2000 concerning international trade in goods, technologies and services of strategic significance for state security and maintenance of international peace and security, and amending selected laws (i.e. Journal of Laws of 2013 item 194) (WSK).
- 2) The Contracting Entity agrees to receive commercial information from DB Schenker using the traditional mail or means of electronic communication, including e-mail, to the address or addresses used by the Contracting Entity in business contacts. The Contracting Entity agrees to have its mail addresses, including e-mail addresses, placed in the data base of DB Schenker and to have those addresses used for any direct marketing of DB Schenker products and services. The Contracting Entity shall be entitled to revoke its consent for receiving commercial information by sending a relevant written statement to the seat address: DB Schenker Sp. z o.o., ul. Żwirki i Wigury 18, 02-092 Warsaw.
- 4) The transport of shipments containing hazardous goods is governed by the "Terms and Conditions of Hazardous Goods Logistic Service in DB Schenker", published at <https://www.dbschenker.com/pl-pl>. These General Terms and Conditions shall apply in matters not regulated in "Terms and Conditions of Logistic Hazardous Goods Services in DB Schenker".
- 5) The transport of shipments containing food products is governed by the "Terms and Conditions of Food Product Logistic Service in DB Schenker", published at <https://www.dbschenker.com/pl-pl>. These General Terms and Conditions shall apply in matters not regulated in "Terms and Conditions of Food Product Logistic Services in DB Schenker".
- 6) Any disputes arising in connection with the Agreement execution and service performance by DB Schenker shall be resolved by courts of common pleas competent for the seat of DB Schenker Sp. z o.o., the business unit of DB Schenker (branch) which performed the service or the city of Warsaw or Poznań, as selected by the complainant.
- 7) The Contracting Entity ensures that in the period of cooperating with DB Schenker it will have permanent access to the Internet and agrees to learn on its own about the up-to-date wording of these Terms and Conditions using the information at <https://www.dbschenker.com/pl-pl>. DB Schenker obliges to place up-to-date information concerning the date when the changes of the standard documents come in force on the said website, and any information sent to the Contracting Entity in writing or by e-mail shall be considered solely informative and supplementary. No written appendix is required including but not limited for any change of standard prices in this way. If the Terms and Conditions are amended in this way, the Contracting Entity shall be obliged to check the up-to-date version of the standard documents before placing the order.
- 8) Any deviations from these Terms and Conditions shall be made in writing, otherwise considered invalid.
- 9) These General Terms and Conditions and the documents enclosed, as stipulated in section 1, do not constitute an offer pursuant to the Civil Code.

With respect to the agreement execution with DB Schenker under these General Terms and Conditions, provisions of Article 661 § 1-3 of the Civil Code do not apply.