

**Terms and Conditions of the Provision of Domestic  
Services by Schenker sp. z o.o. with its seat in Warsaw  
hereinafter referred to as the General Terms and Conditions**

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**In force from 1 January 2019, introduced by the resolution of the Company's Management  
Board of 11 December 2018 for agreements concluded to 13.10.2019**

These Terms and Conditions of the Provision of Domestic Services by Schenker sp. z o.o. with its seat at ul. Żwirki i Wigury 18, 02-092 Warsaw, tax identification number NIP EU: PL5270103824, company's share capital: PLN 186 294 430, registered in the register of entrepreneurs of the National Court Register maintained by the District Court for the capital city of Warsaw, 12th Economic Division, under the number KRS 0000040104, hereinafter referred to as DB SCHENKER, as well as the terms and conditions for the provision of services and the standard documents referred to in these General Terms and Conditions constitute a model agreement in the meaning of the Act of 23 April 1964 the Civil Code (Journal of Laws of 2014 No 121, as amended). The Orderer declares that, before ordering a service, he has acquainted himself with the currently binding version of the General Terms and Conditions available on the DB SCHENKER website [www.dbschenker.pl](http://www.dbschenker.pl) and that he accepts the General Terms and Conditions.

**§ 1**

**Scope of services provided**

1. DB SCHENKER organizes the transport of consignments (provides for business entities the services of reception, transport and delivery of consignments) as well as provides the related additional services.
2. DB SCHENKER provides the transport of consignments in principle in accordance with the Schedule of Deliveries available on the DB SCHENKER website [www.dbschenker.pl](http://www.dbschenker.pl).

**§ 2**

**Terminology and definitions**

1. CONSIGNMENT - items collected for transport on the basis of a Waybill or a Dispatch Confirmation or a Parcel Label from one Consigner to one Consignee.
2. CONSIGNER - an entity which releases the consignment to DB SCHENKER's representative, in performance of the ordered transport service.
3. CONSIGNEE - an entity which receives the consignment delivered by DB SCHENKER in performance of the ordered transport service.
4. ORDERER - an entity which entered into an agreement with DB SCHENKER (also by ordering the service). It can be a Consigner, Consignee or another entity.
5. SPECIFIC ORDER - an order which covers the transport of one consignment.
6. MIX ORDER - an order for the collection of consignments for transport, with no recipients being specified in detail.
7. PAYER - the Consigner, Consignee or a third party designated by the Orderer which is obliged to pay the fee for DB SCHENKER's services. In the event the payer fails to pay the fee for DB SCHENKER's services, the obligation to pay rests with the entity which designated the Payer. In any case, the Orderer is the guarantor of the payment.

8. PRICE LIST - a document which specifies the terms for the valuation of transport services provided by DB SCHENKER.
9. VALUE ADDED SERVICES and ADDITIONAL FEES - a document which specifies terms for the valuation of additional services ordered by DB SCHENKER and the rates of additional fees for DB SCHENKER.
10. SHIPPING DOCUMENT - a document or documents which refer to the transport of a consignment and serve as a dispatch confirmation, the course of the transport and delivery. As agreed between DB SCHENKER and the Orderer, the following shipping documents shall apply:
  - a. WAYBILL - a shipping document from one Consigner to one Consignee in which the Consigner among other things provides: consignment shipping address, consignment collection address, name of goods, types of protection, number, type as well as dimension and actual weight of logistic units, and specifies the payer for the transport or other requirements set forth in the applicable regulations, e.g. ADR regulations. The term "Waybill" as defined by the Transport Law also means another shipping document (eg: Address Label, Dispatch Confirmation, Delivery Confirmation)
  - b. ADDRESS LABEL - a shipping document pasted on the consignment from one Consigner to one Consignee in which the Consigner among other things provides: consignment shipping address, consignment collection address, name of goods, types of protection, number of logistic units and actual weight. The Address Label as a shipping document may consist of one or more address labels referring to individual lots of the consignment.
  - c. DISPATCH CONFIRMATION - a shipping document issued by the Consigner at the time the consignment is being shipped, in a form as specified by DB SCHENKER, which confirms the dispatch.
  - d. DELIVERY CONFIRMATION - a shipping document issued by DB SCHENKER in which the Consignee confirms the delivery of the consignment.
11. FORCE MAJEURE - an event whose occurrence could not have been foreseen in spite of special diligence for professional provision of services, which is external both in relation to DB SCHENKER and the Orderer, and which could not be prevented by the Parties in spite of special diligence. Under these General Terms and Conditions, force majeure events include in particular: war, martial law, disturbances, riots, revolutions, strikes, road blockades, and blockades of other commonly used places of entrance and exit, natural disasters, including the flood, earthquake, epidemics, atmospheric conditions and other events caused by the forces of nature which in terms of intensity differ from an average scale in a given period and make impossible the provision of services.
12. LOGISTIC PACKING UNIT OR LOGISTIC UNIT - any lot of goods, for the purpose of transport placed on or in one transport medium (e.g. pallet, carton, vessel, basket, box) marked with a separate address label. The consignment may consist of one or more logistic units. The actual weight of the logistic unit (gross weight) is a total actual weight of the goods including the package and the actual weight of the transport medium.
13. LOGISTIC UNIT ADAPTED TO MECHANICAL RELOADING - a logistic unit adapted to mechanical reloading (pallet, box, basket, container, etc.), with, according to DB SCHENKER's opinion, a basic design for safe and damage-free reloading via mechanical handling means (among others forklifts) by one person.
14. LONG LOGISTIC UNIT - a logistic unit the longest dimension of which is longer than 3.0 m.

15. PALLET SPACE (MPAL) – an area occupied by one logistic unit adapted to mechanical reloading, with the dimension of 1.20 m x 0.80 m or other dimensions the product of which is 0.96 m<sup>2</sup>. The dimensions are considered the following:
  - a. if the consignment does not stick out from the transport medium outside edges: the dimensions of the transport medium of the logistic unit, on or inside which the consignment is loaded;
  - b. if the consignment sticks out from the transport medium outside edges: the longest length and width measured along the outside edges of the package on its entire height.
16. (MPAL) PALLET SPACE FOR VALUATION – an area occupied by one logistic unit adapted to mechanical reloading and calculated according to the rules specified in the above definition of pallet space, provided that each dimension (height/weight) is rounded up to the multiple of 0.2 m. The values thus calculated are rounded up to two decimal places.
17. PALLET SPACE WEIGHT EQUIVALENT – applied to determine DB SCHENKER's remuneration; an index of the consignment weight calculated as a quotient of the total actual weight of logistic units and the total pallet space of the logistic units for valuation. The index is calculated only for logistic units adapted to mechanical reloading.
18. SCHEDULE OF DELIVERIES – a document containing, among others, the expected dates of delivery of consignments. The dates may change with regard to the circumstances which may arise in connection with the provision of the services. DB SCHENKER guarantees delivery times only if this has been explicitly referred to in the definition of services indicated in these General Terms and Conditions or in a separate agreement with the Orderer.
19. BASIC PRICE – remuneration for transport services, excluding Fuel Correction as well as services and fees contained in the Value Added Services and Additional Fees .
20. VALUE ADDED SERVICES AND ADDITIONAL FEES – fees and services accompanying the transport services listed in the Value Added Services and Additional Fees. Remuneration for the value added services and additional fees is calculated regardless of the remuneration for the transport services covered by the Basic Price and Fuel Correction.

### § 3

#### Transport Services Offered by DB SCHENKER

1. DB SCHENKER **system** – distribution of groupage consignments; it is the service consisting in the transport of consignments which simultaneously meet all the following parameters:
  - a. Maximum occupancy of storage space by a consignment – 4.99 MPAL to be valued;
  - b. Maximum volume of a consignment – 10.00 m<sup>3</sup>;
  - c. Maximum length of a logistic unit – 4.0 m;
  - d. Maximum width of a logistic unit – 2.2 m;
  - e. Maximum height of a logistic unit – 2.2 m;
  - f. Maximum volume of a logistic unit adapted to mechanical reloading – 5.0 m<sup>3</sup>;
  - g. Maximum actual weight of a logistic unit adapted to mechanical reloading – 1500 kg, subject to §3 section 4f.
  - h. Maximum volume of a logistic unit not adapted to mechanical reloading – 0.2 m<sup>3</sup>;
  - i. Maximum actual weight of a logistic unit not adapted to mechanical reloading – 30 kg (in exceptional cases, when agreed by DB SCHENKER – 50 kg);
  - j. Maximum number of logistic units not adapted to mechanical reloading in a consignment – 5 pcs.

Goods should be placed on a transport medium and should not stick out from its outside edges. Requirements for the preparation of groupage consignments for shipment by the Consigners are

defined in "DB SCHENKER rules for the standard preparation of groupage consignments" and "DB SCHENKER rules of the preparation of parcel consignments and non-palletized groupage consignments and exclusions of certain goods from the transport as parcel consignments" published as a standard document on the DB SCHENKER website [www.dbschenker.pl](http://www.dbschenker.pl) If the goods stick out from the transport medium's outside edges, DB SCHENKER is entitled to refuse collection of the consignment for transport.

2. DB SCHENKER**direct (LTL)** – distribution of LTL consignments, is the service consisting in the transport of consignments which meet the following parameters:
  - a. Occupancy of storage space by a consignment from 5.00 to 24.00 MPAL to be valued;
  - b. Volume of a consignment from 10.01 to 55.00 m<sup>3</sup>;
  - c. Maximum length of a logistic unit – 4.0 m;
  - d. Maximum width of a logistic unit – 2.4 m;
  - e. Maximum height of a logistic unit – 2.4 m;
  - f. Actual weight of a consignment from 2500 kg to 15 000 kg.
  - g. There must be a possibility of organizing a direct transport of such a consignment (excluding terminals) from the Consigner to the Consignee. Neither collection nor delivery of consignments may require the use of a load lift, and must be performed in the area with no restrictions for the movement of trucks with permissible loading capacity of 24 tonnes (permissible laden weight of 42 tonnes). The consignment is transported together with other consignments of DB SCHENKER Customers.
3. DB SCHENKER**direct (FTL)** – distribution of FTL consignments, is the service consisting in the transport of consignments which meet the following parameters:
  - a. Occupancy of storage space by a consignment – above 24.00 MPAL to be valued;
  - b. Volume of a consignment – above 55.00 m<sup>3</sup>;
  - c. Maximum width of a logistic unit – 2.4 m;
  - d. Maximum height of a logistic unit – 2.4 m;
  - e. Actual weight of a consignment – above 15 000 kg;
  - f. There must be a possibility of organizing a direct transport of such a consignment (excluding terminals) from the Consigner to the Consignee. Neither collection nor delivery of consignments may require the use of a load lift, and must be performed in the area with no restrictions for the movement of trucks with maximum permissible laden weight of 24 tonnes (permissible laden weight of 42 tonnes).
4. In respect of the DB SCHENKER**system** and DB SCHENKER**direct** services, the following rules for the provision of services shall apply:
  - a. The collection of a consignment at the Consigner's premises and its delivery to the Consignee takes place at the edge of the load platform.
  - b. The duration of loading or unloading activities for the service DB SCHENKER**system** performed by the Consigner or the Consignee should be adapted to the volume of goods, but should not exceed 30 minutes from the moment of vehicle arrival.
  - c. The duration of loading or unloading activities for the service DB SCHENKER**direct** performed by the Consigner or the Consignee should be adapted to the volume of goods, but should not exceed 60 minutes from the moment of vehicle arrival.
  - d. The maximum weight of a logistic unit on a pallet is specified by relevant standards and capacity of a given pallet, whereby the maximum weight of a logistic unit on a pallet (including EUR or EPAL) must not exceed 1,500 kg.
  - e. If the weight of a logistic unit being relocated exceeds 30 kg for manual loading activities or 400 kg for loading activities performed using manually operated trolleys, the Orderer shall be obliged to ensure the performance of loading activities at the place of shipment and at the place

of delivery of the consignment, i.e. the delivery of the consignment by the Consigner on the load platform in a place indicated by the driver and the collection of the consignment by the Consignee directly from the load platform, from a place indicated by the driver.

- f. If the need arises during loading or unloading to use an unloading lift, a maximum weight of a logistic unit must not exceed 800 kg.
- g. For the purposes of ensuring safety of consignments and terminals, and acting on the basis of the ADR regulations and the Regulation of the Minister of Internal Affairs and Administration the protection against fire of buildings, other civil structures and areas, the following principles of acceptance for the transport of consignments containing dangerous materials (ADR) have been established:
  - consignments collected from Monday to Thursday to be delivered on the next day are accepted for transport in accordance with the Terms and Conditions of Logistic Handling of Dangerous Goods;
  - consignments collected on Fridays are accepted for transport only for delivery on Saturday;
  - consignments to be delivered on Monday or on the next day following the day other than a working day are only realized using dedicated transport (excluding terminals);
  - on Saturdays and on days preceding non-working days the consignments are not accepted for transport.
  - The principles presented above do not relate to consignments containing dangerous materials dispatched in limited (LQ) or excluded (EQ) quantities.

5. DB SCHENKER *parcel* - distribution of parcel consignments, is a service of the transport of consignments which meet the following parameters:

- a. Dispatched on the basis of one dispatch confirmation.
- b. Parameters of the consignments:
  - Standard parameters of a logistic packing unit - standard elements:
    - Maximum actual weight - 30 kg; ■ Maximum length - 150 cm; ■ Maximum volume - 0.2 m<sup>3</sup>.
  - Logistic units should be of regular shapes (cuboids, tubes) and should not have sticking out elements.
  - Transport of liquids and dangerous materials in limited (LQ) or excluded (EQ) quantities is excluded.
  - Maximum parameters of a logistic packing unit - non-standard elements:
    - Maximum actual weight - 30 kg;
    - Maximum length - 175 cm;
    - Maximum width - 95 cm;
    - Maximum height - 85 cm;
    - Maximum volume - 0.26 m<sup>3</sup>
  - Transport of logistic units with irregular shapes, liquids (excluding paint and varnish) as well as dangerous materials in limited (LQ) or excluded (EQ) quantities is permitted.
  - Minimum parameters of a logistic packing unit:
    - Minimum dimensions of a unit - 15 cm x 10 cm x 3 cm.
  - Maximum parameters of one consignment (the sum of the parameters of the logistic units):
    - Maximum number of logistic packing units - 999 pcs; ■ Maximum actual weight of a consignment - 400 kg; ■ Maximum volume of a consignment - 10 m<sup>3</sup>.
- c. The packages should not be grouped together using an adhesive tape, etc. - every package should have an address label, as a separate logistic unit.
- d. The detailed requirements regarding the preparation for transport of the parcel consignments by the Consigners for transport and rules for qualifying logistic units as standard or nonstandard are defined in the "*DB SCHENKER rules of the preparation of parcel consignments and non-*

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*palletized groupage consignments and exclusions of certain goods from the transport as parcel consignments*", published as a standard document on DB SCHENKER website [www.dbschenker.pl](http://www.dbschenker.pl).

- e. The service is provided in the door-to-door system, i.e. drivers collect consignments at the Consigner's premises and deliver them to the Consignee's premises, providing the "Carry-In Service (DB SCHENKER **parcel**)" included in the base price. However, DB SCHENKER is released, without the need to adjust the base price, from the obligation to deliver the parcel to the Recipient's premises, if even one logistic unit in a consignment weights more than 30 kg or other maximum parameters specified for the DB SCHENKER **parcel** service are exceeded. The detailed rules for the provision of the "Carry-In Section" for the DB SCHENKER **parcel** service are described in § 4.
  - f. The service is offered to the Customers who have concluded a written cooperation agreement with DB SCHENKER and use software to produce shipping documents and communicate with DB SCHENKER.
  - g. The duration of the loading or unloading activities for the DB SCHENKER **parcel** service should be adjusted to the quantity of goods, but should not exceed 30 minutes from coming of the means of transport.
6. Any departure from the rules stipulated in this paragraph requires a separate written agreement with DB SCHENKER. If there is no separate written agreement, DB SCHENKER shall be entitled, at its own discretion, to carry the ordered service out with parameters different than stipulated in this paragraph and to accrue an additional fee and charges on those grounds based on the applicable Table of Charges and Extra Services.

#### § 4

##### **DB SCHENKER Value Added Services and Additional Fees**

1. DELIVERY TILL 10:00 a.m. - an additional service consisting in delivering the DB SCHENKER **system** or DB SCHENKER **parcel** consignment by 10:00 a.m. on working days (except Saturdays and non-working days according to the DB SCHENKER schedule of work), in areas listed in the Schedule of Deliveries posted on the DB SCHENKER website [www.dbschenker.pl](http://www.dbschenker.pl). Failure to deliver the consignment by 10 a.m. through no fault of DB SCHENKER, DB SCHENKER retains the right to remuneration for the "Delivery till 10:00 a.m." service.
2. DELIVERY BETWEEN 4:00 p.m. to 10:00 p.m. - an additional service consisting in delivering the DB SCHENKER **system** or DB SCHENKER **parcel** consignment between 4:00 p.m. to 10:00 p.m. on working days (except Saturdays and non-working days according to the DB SCHENKER schedule of work), in areas listed in the Schedule of Deliveries posted on the DB SCHENKER website [www.dbschenker.pl](http://www.dbschenker.pl). Failure to deliver the consignment between 4:00 p.m. to 10:00 p.m. through no fault of DB SCHENKER, DB SCHENKER retains the right to remuneration for the "Delivery between 4:00 p.m. to 10:00 p.m." service. The service includes an SMS Notification service for no extra fee.
3. DELIVERY ON SATURDAY - an additional service consisting in delivering the DB SCHENKER **system**, DB SCHENKER **parcel** or DB SCHENKER **direct** consignment on Saturday (except non-working days according to the DB SCHENKER schedule of work), in areas listed in the Schedule of Deliveries posted on the DB SCHENKER website [www.dbschenker.pl](http://www.dbschenker.pl). Failure to deliver a consignment on Saturday through no fault of DB SCHENKER, DB SCHENKER retains the right to remuneration for the "Delivery on Saturday" service. In the case of difficulties attributable to DB SCHENKER regarding the provision of the "Delivery on Saturday" service, DB SCHENKER has the right to postpone the delivery date to the next working day, without charging

any fees for "Delivery on Saturday" service on those grounds and without bearing any liability on those grounds to the Orderer.

4. CASH ON DELIVERY (COD) - an additional service consisting in collecting from the DB SCHENKER *system* or DB SCHENKER *parcel* Consignee the amount due for the goods as declared in the order content by the Consigner and passing it on the Orderer by a bank transfer to the indicated bank account.
  - a. The service is only provided to the Orderers who have concluded a written agreement with DB SCHENKER.
  - b. The amount due must be paid by the Consignee prior to the collection of the consignment. If the Consignee refuses to pay the amount due, the consignment shall not be handed over to the Consignee and DB SCHENKER shall retain the right to obtain remuneration as for a delivered consignment. DB SCHENKER shall inform the Orderer about a refusal to pay the amount due by the Consignee. The Orderer shall give DB SCHENKER further instructions in relation to the consignment and the cost of the service consisting in returning the consignment to the Consigner or redelivering it to the Consignee shall be borne by the Orderer. The amounts due from the Consignee for the delivered consignment are collected in cash up to 10,000 PLN, and in case of higher amounts, up to 50,000 PLN, in the form of prepayment to DB SCHENKER account. If the goods are delivered against a cash-on-delivery payment, as a rule DB SCHENKER shall settle with the Orderer the collected amount due within three working days following an effective delivery.
  - c. The amount of cash on delivery may not exceed PLN 10 000 for all consignments sent on a given day from one Consigner and delivered to one Consignee.
  - d. The COD Instructions must be expressly provided directly to DB SCHENKER in the order, by means of selection of an additional service. Information included in the invoice to the effect that the goods have been sold on the "Cash on Delivery" basis does not mean that DB SCHENKER is obliged to collect the invoiced amount in any form whatsoever.
  - e. DB SCHENKER shall only execute the COD instructions in connection with and as part of the carriage service.
  - f. DB SCHENKER's liability for performance of the COD instructions is always limited to the amount of actual damage incurred by the wronged person not exceeding the amounts specified in the COD instruction.
5. PAYMENT FOR THE CONSIGNMENT BY CONSIGNEE - an additional service consisting in assigning the receivables of DB SCHENKER connected with the transport of the consignment to the Consignee. The amount of the receivables is determined according to the price list of the Payer (for the Consignee who has concluded an agreement with DB SCHENKER) or the Table Freight, available on the DB SCHENKER website [www.dbschenker.pl](http://www.dbschenker.pl) (for the Consignee who has not concluded an agreement with DB SCHENKER).
6. RETURN OF CONFIRMED DOCUMENTS:
  - a. RETURNING CONFIRMED DOCUMENTS IN AN ELECTRONIC FORMAT (e-ROD) - an additional service consisting in collecting a single document or a package thereof, related to the consignment in terms of its subject matter, from the Consigner, obtaining a confirmation thereof from the Consignee in their content, sharing them by electronic means and finally archiving them.

As part of the services confirmed the documents are made available to the Consigner in the form of electronic copies on the website <https://econnect.schenker.pl> generally after the expiry of 1 working day from the day the Consignee submits them to DB SCHENKER, and for DB SCHENKER *direct* consignments after 7 working days from the day the Consignee submits them to DB SCHENKER To ensure appropriate identification of the confirmed documents in the process of their digitization, SCHENKER places a bar-code label on every original.

DB SCHENKER ensures that documents are archived by an entity authorized to provide professional services of archiving and storage of documents in the physical form. In such form the documents shall be stored in a manner compliant with their properties for five calendar years, this period calculated from the end of the year in which the documents were handed over to DB SCHENKER by the Consignee, and they shall be destroyed afterwards. The Orderer, placing an order for the e-ROD service to be provided, including archiving the original documents, approves of their destruction as at the deadline specified in the previous sentence.

- b. RETURNING CONFIRMED DOCUMENTS IN AN ELECTRONIC FORMAT TOGETHER WITH ORIGINAL DOCUMENTS (ROD) - an additional service consisting in collecting a single document or a package thereof, related to the consignment in terms of its subject matter, from the Consigner, obtaining a confirmation thereof from the Consignee in their content, sharing them by electronic means and finally archiving them.

As part of the services confirmed the documents are made available to the Consigner in the form of electronic copies on the website <https://econnect.schenker.pl> generally after the expiry of one working day from the day the Consignee submits them to DB SCHENKER and for DB SCHENKER *direct* consignments seven working days from the day the Consignee submits them to DB SCHENKER. To ensure appropriate identification of the confirmed documents in the process of their digitization, SCHENKER places a bar-code label on every original.

The originals of confirmed documents are sent to the Orderer by registered letter through the postal operator at the dates and under the conditions laid down by the operator. DB SCHENKER has no impact on the service dates of registered letters by the postal operator.

- c. SEARCHING AND RETURNING ARCHIVED ORIGINAL DOCUMENTS - a service consisting in searching in the archives and return of the original confirmed documents to the Orderer against a fee. The originals of confirmed documents are sent to the Orderer by couriers services through the postal operator at the dates and under the conditions laid down by the operator. DB SCHENKER has no impact on the service dates of consignments by the third-party postal operator. As part of this service, all the documents related to the consignment are to be released.
- d. DB SCHENKER shall provide the e-ROD and ROD services provided that:
- The Orderer of the consignment transport places an order for the above-mentioned additional service within the order named in § 8, specifying its type and scope;
  - The Consigner specifies names and number of documents subject to the service within the shipping document being the basis of the consignment transport.
  - the documents were placed by the Consigner solely within a closed pad attached to the consignment or a closed envelope attached to the shipping document.
- e. DB SCHENKER, regardless of circumstances, reserves the right to refuse acceptance of the order for the e-ROD or ROD service without bearing any liability on those grounds to the Orderer.
- f. DB SCHENKER while receiving the consignment, does not check the pad/envelope content and shall not be held liable for any missing or damaged documents declared as contained in the pad/envelope.
- g. As part of the e-ROD and ROD services, DB SCHENKER offers a standard service of returning the package of confirmed documents containing up to 7 documents attached to the consignment forwarded. If the number of confirmed documents exceeds 7, DB SCHENKER charges the Orderer with a multiplication of the standard fee for this service, calculated for every 7 subsequent documents.
- h. If the number of documents declared by the Consigner in the shipping document is not compliant with the number of documents confirmed by the Consignee, DB SCHENKER retains the right to the full remuneration for the e-ROD service.



- i. DB SCHENKER shall bear no legal liability for the wording of any notes and representations made by the Consignee in the documents confirmed by the Consignee.
7. EXCHANGE AND RETURN OF PALLETS AT DELIVERY (1:1 System) - an additional service related to original and undamaged EUR or EPAL pallets made of wood with the dimension of 800 mm x 1 200 mm, consistent with the applicable standards (detailed information is available on the DB SCHENKER website [www.dbschenker.pl](http://www.dbschenker.pl)), which is provided only after a relevant contract is signed. EUR or EPAL pallets released by the Consignees during the delivery of a consignment are subject to return to the Consigner. A service fee for returning the pallets to the Consigner from the Consignees is charged for each EUR or EPAL pallet sent to DB SCHENKER by the Consignee.
8. EXCHANGE AND RETURN PALLETS - PALLET EXCHANGE SYSTEM - an additional service related to original and undamaged EUR or EPAL pallets made of wood with the dimension of 800 mm x 1 200 mm, consistent with the applicable standards (detailed information is available on the DB SCHENKER website [www.dbschenker.pl](http://www.dbschenker.pl)), which is provided only after a relevant contract is signed. EUR or EPAL pallets positively verified by the Consignees as EUR or EPAL pallets are subject to return to the Consigner. A service fee for returning the pallets to the Consigner from the Consignees is charged for each pallet declared on the shipping document by the Consigner as EUR or EPAL pallet.
9. COLLECTION ORDER - an additional service consisting in collecting the consignment for transport from the Consigner not being the Orderer or from a place other than the Orderer's place of loading goods fixed in the contract with the Orderer and transport of this consignment to the Consignee indicated by the Orderer. This includes printing and providing the Consigner with the shipping documents, as well as labelling the consignment with the address labels provided by DB SCHENKER. The service is available for DB SCHENKER **system**, DB SCHENKER **parcel** and DB SCHENKER **direct** (LTL) consignments.
10. CARRY-IN SERVICE (DB SCHENKER **system**) - an additional service ordered by the Orderer, which includes carrying in a consignment to the place indicated by the Consignee at the address specified by the Orderer in the shipping document. The carry-in service is performed provided that:
  - a/ the maximum actual weight of a single lot of goods being carried in (in the package) may not exceed 30 kg, and its volume - 0.2 m<sup>3</sup>,
  - b/ the maximum actual weight of the consignment may not exceed 1.5 tonnes;
  - c/ the consignment substance is not dangerous goods - ADR.

If the consignment requires disbanding of the logistic units in order to be carried in (security taken away, individual pieces of goods (packed) taken out from the collective package to be carried in manually), then before performing the service, the Consignee, in the presence of the driver, is obliged to confirm the receipt of the consignment in the shipping document or in electronic form on mobile device, and is obliged to participate in unpacking the consignment for the driver to carry in individual pieces of goods comprising the consignment.

If the size of the consignment or other circumstances prevents carrying in the consignment to the place indicated by the Consignee, then the Consignee should indicate a different place to put the consignment within the address specified in the shipping document.

The maximum distance for moving a single lot of the goods (in packaging) carried in is governed by the provisions of the Occupation Health and Safety Regulations for manual transport work and must not exceed 200 meters.

11. CARRY-IN SERVICE (DB SCHENKER **parcel**) - an additional service covered by the Basic Price consisting in carrying in the consignment to the premises of the Consignee, for consignments in which all logistic units meet the maximum parameters defined for the DB SCHENKER **parcel** service. If one of the logistic units exceeds the maximum parameters, the driver has the right to refuse carrying in the consignment and the Consignee is required to pick it
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up from the load platform of the car from the place indicated by the driver. The maximum distance for moving logistic units is governed by the provisions of the Occupation Health and Safety Regulations for manual transport work and must not exceed 200 meters.

12. E-MAIL PRE-ADVICE OF CONSIGNMENT DELIVERY - an additional service consisting in sending an email message to the Consignee, containing information on the possible delivery date of the consignment. The service is provided automatically if the Orderer provides the Consignee's e-mail address. Information on the possible date delivery of the consignment included in the e-mail message is given for information purposes only and does not guarantee that the delivery date will be met and the absence of notification for technical reasons cannot be grounds for any claims vis-à-vis DB SCHENKER.
13. SMS PRE-ADVICE OF CONSIGNMENT DELIVERY - an additional service consisting in sending a text message to the Consignee, containing information on the possible delivery date of the consignment. Alternatively, DB SCHENKER also sends additional text messages in the event of a delay of the consignment or absence of the Consignee at the indicated address when attempting to deliver the consignment. In order to qualify for the service the Orderer must provide the Consignee's phone number. Information on the possible date delivery of the consignment included in the text message is given for information purposes does not guarantee that the delivery date will be met and the absence of notification for technical reasons cannot be grounds for any claims vis-à-vis DB SCHENKER.
14. PHONE PRE-ADVICE OF CONSIGNMENT DELIVERY - an additional service consisting in contacting the Consignee by DB SCHENKER by phone before the delivery of the consignment. The phone contact is carried out by the employee or subcontractor of DB SCHENKER, on the possible delivery date of the consignment. The service shall be deemed to have taken place after three attempts to contact the Consignee at the phone number indicated in service order. In order to qualify for the service the Orderer must provide the Consignee's phone number. Information about the possible date and time of the consignment delivery submitted by DB SCHENKER are provided for information purposes only and does not guarantee that the date and time of the delivery will be met and the absence of notification for technical reasons cannot be grounds for any claims vis-à-vis DB SCHENKER.
15. UNLOADING THE CONSIGNMENT - an additional service consisting in unloading a consignment adapted to mechanical reloading and delivering it to the first architectural obstacle (such as the door, stairs, lift, curb, uneven road). The maximum weight of the logistic unit must not exceed 400kg. A consignment adapted to mechanical reloading means a consignment in which all logistic units meet the conditions set out in the definition of a logistic unit adapted to mechanical reloading set out in these General Terms and Conditions. The maximum distance for manual transport of the consignment is specified in the OHS Provisions, governing the manual transport work and must not exceed 200 meters. DB SCHENKER reserves the right to refuse provision of services at delivery if the delivery terms and conditions jeopardize the safety of operation or consignment, or there is a risk of damaging the transport unit or the driver's equipment .
16. ELECTRONIC PROOF OF DELIVERY WITH THE CONSIGNEE'S SIGNATURE (DB SCHENKER**system**, DB SCHENKER**direct**) - an additional service consisting in providing the Orderer with an electronic copy of the consignment confirmation containing the Consignee's signature (the section of the shipping document). The service is available, without additional costs, to Customers who use the e-connect premium application.
17. ELECTRONIC PROOF OF DELIVERY WITH THE CONSIGNEE'S SIGNATURE (DB SCHENKER**parcel**) - an additional service consisting in providing an electronic copy of proof of delivery with the consignee's signature. The service is available, without additional costs, in e-

connect premium application or, at the Orderer's request, in the branch of DB SCHENKER (for an extra fee as specified in the Table of Charges and Extra Services).

18. ELECTRONIC COPY OF WAYBILL (DB SCHENKER**system**, DB SCHENKER**direct**) - an additional service consisting in providing the Orderer with an electronic copy of the confirmed shipping document. The service is only available to Customers who use the e-connect premium application or, at the Orderer's request, in a branch of DB SCHENKER.
19. PROOF OF DELIVERY IN PAPER FORM (DB SCHENKER**parcel**) - an additional service consisting in printing by DB SCHENKER, based on the Contracting Party order placed at the time of ordering the shipment, document confirming delivery and obtaining confirmation of delivery in the form of the recipient's signature on a document in paper form.
20. SENDING A COPY OF WAYBILL TO THE CUSTOMER - an additional service consisting in searching the archives for the confirmed paper copy of the shipping document and sending it to the Orderer.
21. DELIVERY TO RETAIL CHAINS - an additional service consisting in delivering consignments to logistic centres and premises of retail chains that require specific conditions for delivery (such as delivery within a specified time slot waiting for counting the goods or using the consignee's archive system). The binding list of supported retail chains as part of this service is specified in the Schedule of Deliveries posted on the DB SCHENKER's website [www.dbschenker.pl](http://www.dbschenker.pl).
22. DELIVERY IN REMOTE AREAS - an additional service consisting in delivering consignments to the areas which are difficult to reach, in principle not related to urban development, including mountain and seaside, the access to which is significantly limited or connected with additional requirements for the means of transport used to deliver the consignment, meaning also considerable tonnage limitations significantly affecting the cost and method of delivering the consignment. DB SCHENKER may provide the service in the above-mentioned areas, if it is permitted by the applicable law and these General Terms and Conditions. If the delivery cannot be completed at the address indicated in the shipping document, due to inability to access the destination according to the applicable law, the delivery is provided in accordance with the rules applicable for specific services of DB SCHENKER (DB SCHENKER**system**, DB SCHENKER**parcel**, *Carry-in*, *Unloading*, DB SCHENKER**direct**). The service is available in areas listed in the Schedule of Deliveries posted on the DB SCHENKER's website [www.dbschenker.pl](http://www.dbschenker.pl).
23. DELIVERY IN URBAN AREAS WITH DIFFICULT ACCESS - an additional service consisting in delivering consignments in urban areas with impediments pertaining to entry fees, significant tonnage limitations, obtaining permits/passes against payment or restricted hourly entry significantly affecting the cost and method of delivering the consignment. DB SCHENKER may provide the service in the above-mentioned areas, if it is permitted by the applicable law and these General Terms and Conditions. If the delivery cannot be completed at the address indicated in the shipping document, due to inability to access the destination according to the applicable law, the delivery is provided in accordance with the rules applicable for specific services of DB SCHENKER (DB SCHENKER**system**, DB SCHENKER**parcel**, *Carry-in*, *Unloading*, DB SCHENKER**direct**). The service is available in areas listed in the Schedule of Deliveries posted on the DB SCHENKER's website [www.dbschenker.pl](http://www.dbschenker.pl).
24. CORRECTION OF UNDERSTATED CONSIGNMENT PARAMETERS (DB SCHENKER**system**, DB SCHENKER**direct**) - an additional service consisting in correcting understated data given in the shipping documents or sent by electronic means, with regard to the weight, dimensions, number of logistic units, packaging method. Charging a fee for this service leads also to the conversion of the Basic Price (according to the corrected parameters) which is determined according to the price list of the Payer (for the Payer who has concluded an agreement with DB SCHENKER) or the Table Freight, available on the DB SCHENKER website [www.dbschenker.pl](http://www.dbschenker.pl) (for the Payer who has not concluded an agreement with DB SCHENKER).

25. HANDLING OF NON-STANDARD ITEMS (DB SCHENKER*parcel*) - an additional service consisting in handling a logistic unit, the dimensions or characteristics of which exceed the standard parameters defined for the DB SCHENKER*parcel* service, but which meet the terms and conditions defined as maximum parameters of the service.
26. HANDLING OF ELEMENTS EXCEEDING THE MAXIMUM PARAMETERS - an additional service consisting in handling consignments which have the maximum parameters specified for the transport service in these General Terms and Conditions exceeded. This also applies to the situation in which the parameters of the consignment were verified in the process of measuring the parameters of consignments by DB SCHENKER implemented during the service provision, as well as if parameters that are inconsistent with these General Terms and Conditions are defined by the Orderer in the shipping documents or in the data sent by electronic means. Charging a fee for this service leads also to the conversion of the Basic Price (according to the corrected parameters) which is determined according to the price list applicable for settlements with the Payer.
27. CORRECTION OF INCORRECT OR INCOMPLETE DATA REGARDING THE CONSIGNMENT (DB SCHENKER*system*, DB SCHENKER*direct*) - an additional service consisting in correcting the Consignee's address or contact details regarding ADR and data regarding collections and other additional services.
28. CORRECTION OF INCORRECT OR INCOMPLETE CONSIGNMENT DATA (DB SCHENKER*parcel*) - an additional service consisting in correcting the Consignee's address or contact details, or data regarding collections and other additional services .
29. SEASON SURCHARGE - an additional fee for handling consignments in the traffic peak periods. The fee applies in the following periods:
  - a. for 10 working days before and 4 working days after Easter\*;
  - b. from the 5th working day before 1 May and to 3rd working day after 3 May;
  - c. from the 5th working day before and to 3rd working day after Corpus Christi\*;
  - d. From 1 September to 31 December.\* - applicable to catholic holidays.
30. SENT CONSIGNMENT SURCHARGE - an additional fee for transport of a consignment which contains goods covered by the monitoring system according to the Goods Transport Traffic Monitoring System Act of 9 March 2017, Journal of Laws of 2017 item 708, as amended. The fee does not include activities related to the registration of the consignment in the system on behalf of the Consigner.
31. FILLING OUT THE ELECTRONIC DATA TRANSMISSION - an additional service consisting in adding electronic data for consignments for which the electronic data have been completed without using an application integrated with the IT system of DB SCHENKER or for reasons attributable to the Orderer they have not been transferred to the IT system of DB SCHENKER on the dispatch date. Applications integrated with the IT system of DB SCHENKER are as follows: e-connect, SpedCust, integration by EDI or WebService or other solution authorized by DB SCHENKER causing an automatic transmission of data regarding consignments from the IT system of the Orderer to the IT system of DB SCHENKER.
32. PREPARATION OF WAYBILLS ON BEHALF OF THE CUSTOMER - an additional service consisting in DB SCHENKER preparing the shipping documents on behalf of the Orderer and adding electronic data to the IT system of DB SCHENKER. As part of the service DB SCHENKER may also, at the Orderer's request, prepare, print and place the address labels.

33. LABELLING THE CONSIGNMENT ON BEHALF OF THE CUSTOMER - an additional service consisting in preparing, printing and placing address labels consistent with DB SCHENKER standards, if the Orderer has failed to do it. It is required to transmit data for consignments by means of applications integrated with the IT system of DB SCHENKER indicated in the definition of the *Addition of Electronic Data Transmission* service.
34. RE-DELIVERY - an additional service consisting in making another attempt of delivery if the previous one was unsuccessful through no fault of DB SCHENKER.
35. ADDITIONAL STANDSTILL (for DB SCHENKER**system** and DB SCHENKER**parcel** consignments) - an administrative fee for additional waiting time exceeding 30 minutes for loading or unloading. The fee is charged if the extension of the time for loading or unloading is attributed to the Consigner or the Consignee.
36. ADDITIONAL STANDSTILL (for DB SCHENKER**direct** consignments) - an administrative fee for additional waiting time exceeding 60 minutes for loading or unloading. The fee is charged if the extension of the time for loading or unloading is attributed to the Consigner or the Consignee.
37. PRE-ADVICE OF CONSIGNMENT DELIVERY TO RETAIL CHAINS - an additional service consisting in notification of the delivery to retail chains via the Internet platforms. The fee is free of charge for Orderers who incur the cost of the *Retail Chain Notification* service. The binding list of supported retail chains as part of this service is specified in the Schedule of Deliveries posted on the DB SCHENKER's website [www.dbschenker.pl](http://www.dbschenker.pl).
38. TRANSPORT OF CONSIGNMENT WITH DECLARED VALUE - an additional service consisting in transporting and serving a consignment with a declared value by the Orderer.
39. STORAGE - an additional service consisting in DB SCHENKER storing a consignment which was not collected or which could not be delivered to the Consignee - the fee is charged for every started (calendar) day, counting from the second day.
40. EXPRESS COLLECTION OF CONSIGNMENT (applicable to part-load consignments) - an administrative fee for express LTL consignment pick-up DB SCHENKER**direct** (LTL), i.e. picking up on the day of placing the order.
41. DELIVERY REQUIRING SPECIAL CONDITIONS (applicable to part-load consignments) - an additional service, obligatory when: the means of transport with lifting platform is required for unloading or there are tonnage limitations or arising out of the means of transport dimensions on the access way to or from the consignee. The service is available for consignments fulfilling the following parameters jointly: the maximum logistic unit weight up to 800 kg; maximum actual weight of the consignment up to 8 tonnes; maximum area of 15 MPAL.
42. LOADING AT THE SENDER REQUIRING SPECIAL CONDITIONS (applicable to part-load consignments) - an additional service, obligatory when: the means of transport with lifting platform is required for loading or there are tonnage limitations or arising out of the means of transport dimensions on the access way to or from the sender. The service is available for consignments fulfilling the following parameters jointly: the maximum logistic unit weight up to 800 kg; maximum actual weight of the consignment up to 8 tonnes; maximum area of 15 MPAL.

## § 5 Fuel Correction



1. To the settlements of transport services a fuel correction index shall be applied, at a rate and in accordance with the regulations specified on the DB SCHENKER website [www.dbschenker.pl](http://www.dbschenker.pl).
2. The index shows the share of fuel costs in the prices offered by DB SCHENKER and may change due to a change in the cost structure or changes in fuel prices.
3. Fuel correction shall not apply to the Value Added Services and Additional Fees.

## **§ 6**

### **Additional fee for using toll roads**

(applicable to the Road Fee section in the Value Added Services and Additional Fees)

1. In connection with an entry into force as of 1 July 2011 of the provisions of the Regulation adopted by the Council of Ministers on 22 March 2011 on national roads or their sections on which the toll is collected electronically and the rates of electronic tolls (Journal of Laws of 2013, Item 1263, as amended) as well as extension of the scope of those provisions to include the routes on which DB SCHENKER transports consignments, and also in connection with fees DB SCHENKER is charged by license holders of motorways, DB SCHENKER applies an additional fee for using toll roads.
2. In the case of a change in the rate of fees referred to in Section 1 or in the number of kilometers of sections of roads covered by the fees, DB SCHENKER reserves the right to update the rate of fees for using toll roads, according to the changes in the cost of DB SCHENKER's operations. The update of the additional fee shall commence from the dates on which the fees or number of kilometers of roads covered by the fees change.

## **§ 7**

### **Restrictions in the Transport of Consignments**

1. The Orderer shall be obliged to execute a separate written agreement concerning the consignments named in this section with DB SCHENKER. Unless separate written agreements have been entered into, DB SCHENKER shall not accept for transport:
  - a. consignments which require: specialist means of transport or reloading requiring specialist equipment;
  - b. consignments which require appropriate temperatures during transport;
  - c. foodstuffs and perishable goods;
  - d. plants and animals, biologically active products;
  - e. human and animal remains;
  - f. valuable consignments e.g. precious metals including gold, silver, etc.; precious stones and products made of them; all types of securities, including bonds, shares, gift coupons; banknotes and coins; antiques and works of art;
  - g. alcohol products;
  - h. consignments containing tobacco, including cigarettes;
  - i. personal property;
  - j. weapons and ammunition;
  - k. consignments containing medicinal products which require the application of the Pharmaceutical Law and Good Distribution Practice provisions;
  - l. drugs and psychotropic substances;
  - m. documents and consignments containing correspondence within the meaning of legal regulations;
  - n. consignments for the transport of which DB SCHENKER does not have individual permits and licenses or the transport of which is prohibited by law;

- o. goods of strategic importance specified in the 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 (Journal of Laws of 2013, item 194, as amended);
- p. dangerous materials the transport of which is prohibited in DB SCHENKER;
- q. dangerous materials (ADR) in the service DB SCHENKER **parcel**;
- r. liquid materials in standard items of DB SCHENKER **parcel**;
- s. paint and varnish in all consignments of DB SCHENKER **parcel**; t. waste products;
- u. goods which cannot be consolidated with other goods;
- v. consignments without documentation that is required under specific provisions;
- w. consignments non-compliant with the definitions of basic services provided for in §3;
- x. goods without adequate packing, goods that are not packed or improperly packed;
- y. goods requiring special arrangements for loading, securing, transport and unloading;
- z. extremely heavy goods (i.e. goods that result in an uneven distribution of weight on the vehicle).

DB SCHENKER shall not be held liable for any loss resulting from the failure to comply with the requirements pertaining to transporting the consignments mentioned above unless a separate written agreement has been executed. Accepting the consignment for transport, making an entry in the transport documents or placing or accepting the order in any form other than written shall not exempt from the obligation to execute a separate agreement in writing with respect to the transport of consignments mentioned in this section 1. If there is no written agreement it is assumed that the Orderer or the Consignor did not provide DB SCHENKER with the required details of the consignment or performance of the transport agreement. DB SCHENKER shall not be held liable should any loss occur as a result of performing the service with no written agreement in the scope this is permitted by the applicable law.

2. In the case of the absence of any written agreement and damage caused by dispatching a consignment with goods which are excluded from transport in the DB SCHENKER network (see the list above) or the failure to provide DB SCHENKER with the required details of the consignment or performance of the transport agreement, including dispatching a consignment whose actual content differed from the one declared in the Waybill, Address label or the Dispatch Confirmation, the Orderer or the Consignor shall repair the incurred damage in full amount (including among other things, damage to DB SCHENKER vehicles and equipment, damage to other consignments, costs of liquidation of environment pollution).
3. The Orderer represents that he has no connection with any person or entity the transactions with which are prohibited under domestic or international laws applicable in Poland and that he is not included in the list of entities any transactions with which are prohibited under such laws. If the above representation is proven to be untrue or there are grounds to state the same, DB SCHENKER shall have the right to immediately terminate its cooperation with the Orderer without any consequences in terms of damages.
4. The Orderer undertakes to observe valid legal provisions, especially the Traffic Law Act, Act on Public Roads, the Regulation of the Minister of Labour and Social Policy on occupational safety and health in handling works, defining among other things the rules of occupational safety. In the case of failure to fulfil the above-mentioned conditions, DB SCHENKER shall reserve the right to decline to provide service without incurring any liability for that. The Orderer shall release DB SCHENKER from any liability that could occur due to the Orderer's failure to fulfil the abovementioned conditions.
5. In the event that the services or parts of the services contemplated in these General Terms and Conditions is prohibited under any laws or regulations, including but not limited to US-law, law of the European Community or national laws, including but not limited to laws and regulations relating to the fight against terrorism and embargos, DB SCHENKER is entitled to cancel the service or parts

of the service at any time, without prior notice and without incurring any liability to the Orderer whatsoever.

## § 8 Accepting Orders

1. Orders are accepted by Customer Service Departments at DB SCHENKER units. Orders are accepted until 4.00 p.m. on the day preceding the collection of the consignment, provided that in the case of DB SCHENKER **direct** orders are accepted until 2.00 p.m. The list of DB SCHENKER units together with their addresses and telephone numbers is available on the DB SCHENKER website [www.dbschenker.pl](http://www.dbschenker.pl).
2. An order is an offer to conclude an agreement (hereinafter referred to as the Agreement) which the Orderer submits to DB SCHENKER. If DB SCHENKER does not provide the Orderer with any remarks related to the content of the order within 4 working hours from the moment of its receipt (excluding working days between 4 p.m. and 8 a.m., Saturdays, Sundays and public holidays), the order shall be treated as having been accepted for execution under the terms and conditions specified in these General Terms and Conditions and in the content of the order.

If the time limit for accepting the order by DB SCHENKER has not elapsed until the end of the working day in compliance with the preceding sentence, it shall be interrupted and shall continue on the next working day beginning from 8 a.m. Provision of remarks by DB SCHENKER shall be treated acceptance of the order for execution if the Orderer accepts DB SCHENKER's remarks. Orderer's silence after 2 hours from the receipt of the remarks shall mean his acceptance of the order for execution on the terms accommodating DB SCHENKER's remarks, unless DB SCHENKER has made a reservation in its remarks that it requires a written acceptance of the order's content including the remarks. DB SCHENKER reserves the right to refuse acceptance of the order, without any consequences resulting therefrom, in particular in the case of occurrence of the following circumstances:

- a. the order concerns the transport of goods which are excluded from transport pursuant to the unconditionally binding provisions of the law in force or these General Terms and Conditions,
- b. the order cannot be executed, or its execution would be significantly impeded, due to organizational or technical problems on DB SCHENKER's side,
- c. there is a delay in the payment by the Orderer (Payer) of any amounts due to DB SCHENKER.

DB SCHENKER shall notify the Orderer of its refusal to accept the order for execution within the time limit specified in this Section for submitting remarks in respect of the order.

3. Orders should be submitted in electronic form via a DB SCHENKER's application made available for placing orders or using another form of electronic data exchange agreed with DB SCHENKER. Written orders, including e-mail and fax are permitted. However, in the case of orders submitted this way and if shipping documents on behalf of the Customer are required, a fee for the service of the *Preparation of Shipping Documents on Behalf of the Customer* will be charged, in accordance with the Value Added Services and Additional Fees. The content of the order is confirmed either in writing, including e-mail or fax (in the case of reporting comments) or electronically, either confirmed by DB SCHENKER issuing and signing a Waybill, or by issuing a Address Label and DB SCHENKER signing the Dispatch Confirmation, and only in that respect this binds DB SCHENKER, unless DB SCHENKER has confirmed in writing its commitment to provide other services.

4. The order must include the following information:
  - a. Details of the orderer/consigner/consignee/payer - name of the company, tax payer identification number (NIP), full address of the place of shipment, forename and surname of a contact person, telephone number.
  - b. Details of the consignment:
    - name of the goods,
    - type and number of transport media,
    - total gross weight of the various logistic units,
    - dimensions of the various types of logistic units (length, width, height).
  - c. Each logistic unit which is different by goods, type of medium, dimensions and actual weight should be listed as a separate line in the order.
  - d. Parameters of the required means of transport if the Orderer has special requirements with respect to the means of transport, and additional instructions if the Orderer has special requirements (e.g. concerning loading activities).
  - e. Information concerning the transport of dangerous consignments - if applicable.
  - f. Information whether the goods are strategic goods within the meaning of law, the name of the Orderer (or its company), or the forename and surname of the Orderer, as well as the signature (for written orders) - if applicable. In the case of an order for the transport of strategic goods, a written confirmation of acceptance of the order for execution shall be required.
  - g. Information about the value of the goods, in particular in the case of especially valuable goods.
5. In the case of the provision of DB SCHENKER **direct (LTL)**, each consignment must be notified with a detailed order on the day preceding the collection of the consignment. If the Orderer fails to meet the conditions concerning the date of placing orders or a possibility of direct transport, DB SCHENKER shall have the right to refuse provision of the service, and if the consignment is accepted, additional fees may be calculated according to the Value Added Services and Additional Fees price list (additional fee for *Accelerated Collection of Partial Consignment*, i.e. collection on the order date, additional fee for *Delivery requiring special conditions*).
6. In the case of the provision of DB SCHENKER **direct (FTL)** service, if the Orderer fails to meet the conditions concerning the date of placing orders or a possibility of direct transport, DB SCHENKER shall have the right to refuse provision of the service, and if the consignment is accepted, the fee for the transport of the consignment shall be calculated either in accordance with the DB SCHENKER **system** price list or in accordance with the standard fee for the DB SCHENKER **direct (FTL)** consignments available on the DB SCHENKER website [www.dbschenker.pl](http://www.dbschenker.pl).
7. Any services which have not been specified in the Agreement or which regulate mutual obligations in a manner different from that stipulated in the Agreement and ordered by the Orderer or recorded by the Orderer in the shipping document shall be binding to DB SCHENKER exclusively if DB SCHENKER explicitly (in writing, under pain of nullity) undertakes to perform the same. In particular, DB SCHENKER shall not be bound by any records in the shipping documents made by actual subcontractors (e.g. carrier's drivers) which change the terms and conditions of the Agreement. The above limitation does not apply to records in the shipping documents required from the carrier under the unconditionally binding provisions of the law in force.
8. If DB SCHENKER undertakes to transport consignments specified in the Act of 9 March 2017 on the monitoring system for the road carriage of goods including secondary legislation or in a legal

instrument superseding the above mentioned legal instruments (hereinafter referred to as the Act), the Contracting Party undertakes to comply with the provisions of the Act and “The Rules of Handling Consignments Subject to the Act on the Monitoring System for the Carriage of Goods by Road/Rail” in force at DB SCHENKER and available at [www.dbschenker.pl](http://www.dbschenker.pl), which constitute an integral part of these General 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 section 1 of the Act, in road transportation is conducted by dedicated mean of transport carrying solely this shipment from the collection place to delivery place. The remuneration rules will be set based on the offer prepared by DB SCHENKER before the transport of the consignment. Regardless of the above mentioned the Contracting Party will cover all the incurred by DB SCHENKER expenses caused by the request specified in Article 12a section 1 of the Act.

## **§ 9 Transport of Consignments**

1. DB SCHENKER shall receive the consignment from the consigner on working days, as a rule between 8 a.m. and 5 p.m.
2. DB SCHENKER delivers consignments as a rule in accordance with the Schedule of Deliveries, available on the DB SCHENKER website [www.dbschenker.pl](http://www.dbschenker.pl), i.e.:
  - a) on working days – between 8 a.m. and 5 p.m.
  - b) on Saturdays – between 8 a.m. and 2 p.m.
3. Alternatively, the time slots specified by the Orderer or Consigner in the transport orders or shipping documents, for delivery of goods, which are shorter than specified in Section 2 shall not be binding upon DB SCHENKER but indicate a time slot preferred by the entities for the delivery of goods. DB SCHENKER shall not bear any responsibility or negative consequences for failure to deliver the consignment in the time slots referred to in the previous sentence, unless agreed otherwise by the Parties in writing. This Section shall not apply to cases when delivery is performed as part of an additional service of “Delivery until 10.00 a.m.” or the service of “Delivery between 4:00 p.m. to 10:00 p.m.”.
4. The Orderer shall ensure that all consignments to be dispatched on a given day are ready at 08 a.m. on the day of collecting the consignments, unless agreed otherwise by the Parties in writing.
5. If DB SCHENKER has provided a vehicle and the consignments have not been prepared for collection at an agreed time, DB SCHENKER shall have the right to calculate a charge for the unused capacities in the amount agreed on the basis of actual costs, unless agreed otherwise.
6. When performing the transport of a consignment, DB SCHENKER shall assume that it has been properly protected and marked for the transport and the documents have been prepared and contain true and complete information.
7. DB SCHENKER shall have the right to refuse collection of the consignment if the waybill has not been properly filled in, the consignment has not been properly marked or protected for the transport, the content or parameters of the consignment are not compliant with the description in the shipping documents or in other exceptional situations.
8. DB SCHENKER shall accept the consignment for transport on the basis of a shipping document (Waybill, Address label or a Dispatch Confirmation). The shipping document shall be filled in by the Consigner. By signing the shipping documents the Consigner shall accept in his own name and on behalf of the Orderer the Terms and Conditions of the Provision of Domestic Services by Schenker sp. z o.o.



9. The package used should protect the consignment against damage, prevent any access to the content of the consignment and be safe for other consignments.
10. Transport of a consignment which has not been sufficiently protected shall be executed at Orderer's sole risk and responsibility.
11. Proper marking of the consignment shall mean placing address labels in a prominent position on each logistic unit of the consignment and information labels, e.g. "Glass - Handle With Care", "Top/Bottom", "TOP10", "Collective Package/Overpack", "Caution: Liquid", ADR, HACCAP, etc. on accordance with the requirements of DB SCHENKER.
12. The term "Address Label" mean a label consistent with the DB SCHENKER design published on the DB SCHENKER website [www.dbschenker.pl](http://www.dbschenker.pl). Labeling a consignment with an Address Label means placing the address label on all logistic units. Labels must be printed in a readable way, in a quality that allows reading the bar code during scanning. Each DB SCHENKER **parcel**, DB SCHENKER **system** and DB SCHENKER **direct** (LTL) label should contain a DB SCHENKER standard compliant bar code. For DB SCHENKER **system** and DB SCHENKER **direct** (LTL) consignments, it is mandatory to use the SSCC barcode. The label may be labeled with the label of the Orderer, provided that the criteria of the Address Label design appear on the DB SCHENKER website [www.schenker.pl](http://www.schenker.pl), after prior approval of the Orderer's label design by DB SCHENKER. In the absence of labels that meet the standards described above, a fee will be charged for the service *Labeling Consignments on Behalf of the Customer*, according to the Value Added Services and Additional Fees.
13. The consignment may not contain any other marking than the marking related to the transport ordered from DB SCHENKER and in particular any old address or direction labels.
14. DB SCHENKER shall have the right to check if the content and parameters of the consignment comply with the data contained in the Waybill, the Address label or the Dispatch Confirmation, in electronic data.
15. If the shipped consignment fails to comply with the definition of a product under which it has been shipped, DB SCHENKER reserves the right to extend the delivery period for the consignment and calculate an additional fee in accordance with the applicable Value Added Services and Additional Fees price list. In specific cases DB SCHENKER is entitled to return the consignment to Consigner at the expense of Orderer.
16. DB SCHENKER shall deliver the consignment to the address indicated in the shipping document, reporting the delivery to an active person in a generally accessible place for the receipt of consignments (e.g. warehouse, reception, office) and receiving a confirmation from such person. DB SCHENKER shall be bound by an order to receive a confirmation of the consignment from a specific person only in the case when it has confirmed a related written order. DB SCHENKER can use mobile electronic devices for confirmation of consignment delivery in electronic form by mapping the signature of the Recipient's representative on this device and saving it to the device's memory. Contracting Party declares that he accepts the confirmation of delivery by Consignee in electronic or paper form, based on DB SCHENKER choice, and accepts that both forms of delivery confirmation will be considered as equivalent to the legal consequences. The Recipient may request, free of charge, in a written or e-mail form at any DB SCHENKER branch, to issue a printout of the document confirming the delivery. Delivery Confirmation may be issued to the Recipient in the branch of DB SCHENKER or sent to him via the postal operator to the address of the Recipient indicated in the Shipping Document of the consignment to which the request relates. Requests in the form of e-mail should be directed to the address of [dok@dbschenker.com](mailto:dok@dbschenker.com).

17. If the consignment cannot be delivered for reasons attributable to the Client (Consignee / Contracting Party or the Consignor), DB SCHENKER shall make another, payable attempt at delivery at the Orderer's cost, without the necessity to obtain the consent of the Orderer or the Consignor. If it is impossible to deliver the consignment again, DB SCHENKER shall return the consignment to the Consignor at the expense of the Orderer unless the parties agree another procedure which may be done also over the phone, based on the contact information and details included in the order.

## § 10

### Establishing Prices for Services

1. The price for the services provided by DB SCHENKER shall be established on the basis of the current DB SCHENKER price lists, in particular:
  - a. Service DB SCHENKER**system** - according to the relevant Freight Table;
  - b. Service DB SCHENKER**direct** - according to an individual price list;
  - c. Service DB SCHENKER**parcel** - according to the price list for parcel consignments;
  - d. For additional services - according to the relevant Value Added Services and Additional Fees price list.
2. There are two methods of establishing the weight of a consignment (not applicable to consignments with dangerous goods, where the ADR regulations are to be applied):
  - a. on the basis of the actual weight of a consignment;
  - b. on the basis of the so-called calculated weight.
3. For the purpose of establishing the price for the weight of DB SCHENKER**system** and DB SCHENKER**direct** consignments, the greater of the following two parameters shall be adopted: the actual weight or the calculated weight.
  - a. Calculated weight shall be established on the basis of:
    - Volume (calculated weight = consignment volume [m<sup>3</sup>] x 333 kg;
    - Length (calculated weight = consignment length [m] x 300 kg - it applies to consignments that contain long logistic units;
    - Taken up load space (calculated weight = separated load space [number of meters of the required vehicle floor length with the full height and width of the open loadcarrying body] x 1850 kg);
4. Price lists or rules for establishing the weight of consignments other than specified in this Section may be used on the basis of individual agreements concluded with DB SCHENKER.
5. If the agreement does not stipulate a relevant price list for a DB SCHENKER**system** consignment, the standard Freight Table shall be applied (e.g. where the individual price list is the pallet price list, and the Consigner has dispatched loose cartons which are not covered by the individual price list).
6. If a DB SCHENKER**direct (LTL)** consignment does not meet the qualifications of the individual price list or does not meet the technological qualifications of the product as specified in the General Terms and Conditions, DB SCHENKER may use the price list for the product DB SCHENKER**system** or charge additional fees referred to in §3 and §4 of these General Terms and Conditions.
7. If a DB SCHENKER**direct (FTL)** consignment does not meet the qualifications of the individual price list or does not meet the technological qualifications of the product as specified in the General Terms

and Conditions, the price shall be calculated on the basis of the distance of consignment's transport and the standard fee for DB SCHENKER *direct (FTL)* consignments available on the DB SCHENKER website [www.dbschenker.pl](http://www.dbschenker.pl).

8. DB SCHENKER shall have the right to validly change the record relating to parameters of the consignment in the shipping document or in electronic data, if the parameters differ from the actual state. In case of discrepancies relating to the parameters of the consignment between the declaration of the Contracting Party or the Consignor in the shipping documents or data sent by email 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. Detailed information on the consignment parameter verification process are included in a document DB SCHENKER Consignment Parameter Verification Process available at the website [www.dbschenker.pl](http://www.dbschenker.pl) and constituting an integral part of these General Terms and Conditions. In case of change to consignment parameters, DB SCHENKER shall have the right to charge fees for the services in accordance with the currently in force Table of Additional Fees and Services as well as to the Basic Price adjustment.
9. If any of the consignment parameters is missing from the shipping document, DB SCHENKER shall have the right to complete missing records and to calculate a fee in accordance with the currently applicable Value Added Services and Additional Fees price list and to correct the Basic Price.
10. In the case of making changes related to the place of destination of the Consignee or other additional services, DB SCHENKER shall calculate additional fees in accordance with the currently applicable Value Added Services and Additional Fees price list.
11. DB SCHENKER's remuneration for the provided services shall result from the price lists binding on the day when the organization of consignment transport was ordered.
12. The Orderer represents that at the moment of ordering a service it is aware of DB SCHENKER's current price lists and accepts being charged for all actions resulting from these General Terms and Conditions.

## **§ 11**

### **Methods of Payments and Due Dates**

1. In the case of Orderer not having a separate written agreement, payment for services shall be made in cash prior to accepting the consignment for transport, unless another form of payment is required under applicable regulations.
2. In the case of Orderer having individual written agreements, other methods of payment and due dates shall be acceptable.
3. In each case, the Orderer shall be the guarantor of payment for the provided service.

## **§ 12**

### **Liability of Schenker sp. z o.o.**

1. DB SCHENKER as a forwarder shall by contract accept the rights and obligations of a carrier and shall be held liable for non-performance or improper performance of a service solely in accordance with the principles specified for a carrier in the Transport Law Act, unless otherwise provided in these General Terms and Conditions

2. DB SCHENKER's liability related to services other than domestic transport services shall be determined in accordance with the Civil Code; however, it may not exceed the amount of double remuneration for the service in relation to which the damage was incurred.
3. In each case, liability of DB SCHENKER shall be limited to actual damage (damnum emergens) without lost profits (lucrum cessans), indirect or incidental damages, regardless of whether damages are sought in contract (ex contractu) or in tort (ex delicto), with the exception of cases when mandatory rule of law provides otherwise.
4. DB SCHENKER shall be responsible for any consignment within the scope specified in the Transport Law from the moment of accepting it for transport until it is handed over to the authorized Consignee, and if the hand-over of the consignment is impossible, it shall put it at the Orderer's disposal.
5. The Consignee shall not be allowed to check the content of the consignment prior to confirming its receipt, provided that the packaging has not been damaged.
6. DB SCHENKER shall have the right of lien on the consignment in accordance with the provisions of the Civil Code applicable to forwarding agreements.

### **§ 13**

#### **Principles and Procedures for Complaints Proceedings**

1. Complaints shall be settled in accordance with the complaint handling procedure envisaged in the Transport Act.
2. Complaints asking for compensation may be filed by persons entitled to dispose of the consignment, i.e. the Contracting Party, if the consignment has not been received by the consignee yet, or the Consignee, if the consignment has been received. If a complaint is filed by a person not entitled to dispose of the consignment, such a person should attach the transfer (assignment) of rights document under which he/she is authorized to file a complaint.
3. Complaints should be filed as soon as possible, taking into account statutory limitation periods for claims.
4. Complaints, including the attached documents specified below, shall be filed with DB SCHENKER in one of the following forms:
  - a. In writing - a letter of complaint specifying: name of the complainant and address, reason for a complaint along with justification, object of a complaint, reference number of a consignment given by DB SCHENKER or a type and number of a shipping document, amount of claim, current number of a bank account, a list of attached documents and signature of the complainant, the complaint shall be filed in writing with the DB SCHENKER Customer Service Department which accepted the order;
  - b. In a documentary form:
    - l. an e-mail notice of complaint specifying: name of the complainant and address, reason for a complaint along with justification, object of a complaint, reference number of a consignment given by DB SCHENKER or a type and number of a shipping document, amount of claim, current number of a bank account as well as a list of attached documents shall be sent to one of the following e-mail addresses, depending on where the consignment was shipped:  
- reklamacje.katowice@dbschenker.com

(branches Katowice, Kraków, Rzeszów, Lublin, Kielce)  
- reklamacje.lodz@dbschenker.com  
(branches Łódź, Bydgoszcz, Gdynia, Koszalin, Konin)  
- reklamacje.poznan@dbschenker.com  
(branches Poznań, Wrocław, Zielona Góra, Szczecin)  
- reklamacje.warszawa@dbschenker.com  
(branches Warszawa, Olsztyn, Białystok)

DB SCHENKER shall consider complaints on the basis of documents submitted thereto in the form of electronic copies, but reserves the right to request original documents; or

II. a complaint form shall be filled in via the e-connect application and the e-REKLAMACJA option. DB SCHENKER shall consider complaints on the basis of documents submitted thereto in the form of electronic copies, but reserves the right to request to be provided with the original documents.

5. Submitting a complaint with the use of electronic communication means is tantamount to granting consent by the complainant for the provision by DB SCHENKER of a reply to the complaint, correspondence or a notice to the e-mail address from which the complaint has been sent, or through the e-connect program, if the complaint has been filed via this program, provided that in the content of the complaint there is no request to give an answer or deliver notices in a written form to the indicated address of residence or registered office. DB SCHENKER is authorised to provide an answer in a written form.
6. DB SCHENKER shall provide answers in a written form to complaints submitted in writing, unless the complainant requests that an answer to a complaint or a notice should be sent with the use of electronic communication means.
7. Complaints shall be settled by DB SCHENKER within 30 days of the date of receipt of a complete set of documents and information.
8. A notice of complaint should jointly include a set of the following documents:
  - a. a shipping document;
  - b. a shipping damage report, if any;
  - c. a commercial invoice or any other document demonstrating the value of the shipment in accordance with applicable law;
  - d. a commercial invoice packing list that is attached to a commercial invoice and specifies the type of goods, quantity, and weight of logistic units;
  - e. additionally, in case of damage to the consignment, documents demonstrating the extent and type of damage and how to minimise it;
  - f. photographic documentation confirming the extent of damage with an indication of the date and time when it was taken;
  - g. assignment of rights in a situation when the complainant is not entitled to pursue claims.
9. While considering the complaints, the following rules of determining the condition of the consignment are followed:
  - a. If it turns out before the consignment is released that it has suffered a loss or damage, DB SCHENKER shall immediately determine by way of a protocol the condition of the consignment and the circumstances of the occurrence of damage. DB SCHENKER shall also conduct such activities at the request of the entitled person if he/she claims that the consignment is damaged.
  - b. The findings by way of a protocol should be made in the presence of the entitled person, and if requesting his/her presence is not possible or the person fails to appear at the set date and time, DB SCHENKER shall make the findings in the presence of persons that it has invited for this purpose.



- c. If any loss or damage, that was invisible at the time of delivery, is discovered after release of the consignment, DB SCHENKER shall determine the condition of the consignment upon the notice of the entitled person, submitted immediately after the discovery of the damage, not later however than within 7 days of the date of receipt of the consignment. A notice submitted after the lapse of 7 days from the date of receipt of the consignment without reservations shall result in expiry of any claims against DB SCHENKER. In the situation defined in the first sentence of this point, the obligation to prove that the damage or partial loss of the goods occurred before delivery, shall lie with the complainant.
- d. The report shall be signed by persons participating in determining the condition of the consignment. If the entitled person disagrees with the content of the report, he/she may include therein an objection along with justification; if the entitled person refuses to sign the report, DB SCHENKER shall make a note therein of the fact of and reasons for the refusal. The entitled person shall be provided with a free copy of the report.

10. Complaints filed via the e-connect application in the e-REKLAMACJA option shall be considered by DB SCHENKER in accordance with the following principles:

- a. The Complainant shall submit any declarations and provide any information separately for each stage of the complaint procedure, in accordance with the guidelines included in the e-REKLAMACJA option. The Complainant may at any time opt out of processing his/her complaint via the e-connect application. Sending complaints via the e-connect application means that in a given case that is the object of the complaint, the Complainant has opted out of any other manner of filing and considering complaints.
- b. Any declarations, information and documents in the complaint process shall be provided by both parties via the e-connect application. Any documents shall be provided in the form of scans. The documents and information, once provided to DB SCHENKER via the e-connect application, cannot be withdrawn, cancelled or changed by the Complainant, which does not exclude the sending of further information or supporting documents relating to the previously explained issue.
- c. DB SCHENKER shall have the right to request sending of an original hard copy version of any document submitted via the e-connect application. The Complainant is obliged to deliver the document not later than within 14 days of receipt of the notice. The notice may be also sent via the e-connect application. Failure to deliver a hard copy document within the time-limit set by DB SCHENKER shall give DB SCHENKER the right to refuse to further consider a given complaint, in whole or in part, of which DB SCHENKER shall notify the complainant in writing or via the e-connect application.
- d. The complainant who uses the e-REKLAMACJA option declares, under pain of liability envisaged by applicable law, that the information included in the declarations and provided in the course of the complaint procedure as well as the attached documents are true and accurately reflect the current condition.
- e. The Complainant assures that the person entitled to access the e-REKLAMACJA module in the e-connect application is authorised to submit declarations relating to the complaint and to provide information on behalf of the Complainant. The Complainant shall waive any and all claims against DB SCHENKER that may arise on account of any false or incorrect data, documents or declarations submitted by this person.
- f. The Complainant undertakes and assures that the compliant documents provided as part of the complaint procedure shall not be in conflict with the mandatory rule of law and shall not violate any third party rights. If any claims are lodged against DB SCHENKER because of the events indicated in the preceding sentence, the Complainant shall take any actions in order to release DB SCHENKER from any and all liability and shall cover any damage suffered by DB SCHENKER.
- g. The parties shall exchange any information and decisions only via the e-connect application. In particular, DB SCHENKER shall notify the Complainant of a decision concerning any complaint filed via the e-connect application. The date of provision of

information or decision on the part of DB SCHENKER shall be the date when it is published in the e-connect application. The Complainant declares that he/she agrees to receive the information and decisions via the e-connect application and acknowledges that information and decisions so obtained will be effective and will produce any legal effects associated with their delivery. The parties provide for a possibility of exchanging information and submitting decisions in a form other than via the e-connect application only when this is required due to a substantial interest of either party and when this is agreed in writing.

- h. The compensation shall be paid to the account indicated by the Complainant in the e-connect application. The Complainant shall be responsible for the correctness and validity of the bank account number defined for transfers on account of complaints in the e-connect application.
  - i. DB SCHENKER undertakes to keep in the e-connect application the information and documents relating to the filed complaint for a period of five years from the beginning of the year following the year in which a given document is filed. Any documents attached by the Complainant in the complaint handling procedure via the e-connect application shall be visible to the Complainant for a period of three months from the date when the complaint is completed. After this period, names of the documents shall be visible in the e-connect application, and the Complainant shall have the right to request DB SCHENKER, via the e-connect application, to make the said documents available thereto.
  - j. DB SCHENKER shall take the utmost care to ensure protection of the data and enclosures introduced by the Complainant. DB SCHENKER shall not be held liable in case when any third party gains access to the documents as a result of an illicit act.
  - k. The Complainant or DB SCHENKER shall not be held liable for any consequences of events resulting from failure or malfunction of the Internet or the e-connect application.
11. The Contracting Party shall have no right to set off claims towards DB SCHENKER against any DB SCHENKER claims.
12. Until DB SCHENKER decides whether to accept or reject the claim, the Contracting Party of the Complainant is obliged to secure the consignment.
13. The compensation shall be paid in the amount and under the conditions suitable for a given type of carriage and liability accepted by DB SCHENKER in the provision of a given service.
14. While considering a complaint, DB SCHENKER shall have the right, at its own discretion, to request the goods owner to assign to DB SCHENKER the ownership title, paying compensation equivalent to the replacement value of the goods.
15. If data that provide basis to calculate the compensation are expressed in any currency other than Polish zloty, the conversion shall be at the rate of exchange applicable on the date preceding the date on which the decision to pay the compensation is made.

#### **§ 14**

##### **Additional Assurances of Schenker sp. z o.o.**

- 1. DB SCHENKER has an Integrated Quality, Environment and Work Safety Management Policy in accordance with the requirements of: ISO 9001, ISO 14001, OHSAS 18001, ISO/IEC 27001, 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).
- 2. Transport of consignments containing dangerous goods is regulated by the Terms and Conditions of Logistic Handling of Dangerous Goods by DB SCHENKER published on the DB SCHENKER website [www.dbschenker.pl](http://www.dbschenker.pl). These General Terms and Conditions of the Provision of Services Terms and Conditions of the Provision by Schenker Sp. z o.o. of Domestic Services in force from 1 January 2019 for agreements concluded to 13.10.2019

apply in respect of matters which are not regulated by the Terms and Conditions of Logistic Handling of Dangerous Goods by DB SCHENKER.

3. Transport of consignments containing foodstuff goods is regulated by the Terms and Conditions of Logistic Handling of Foodstuff Goods by DB SCHENKER published on the DB SCHENKER website [www.dbschenker.pl](http://www.dbschenker.pl). These General Terms and Conditions of the Provision of Services apply in respect of matters which are not regulated by the Terms and Conditions of Logistic Handling of Foodstuff Goods by DB SCHENKER.
4. 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 Orderer shall undertake to observe the provisions of the Act and the "The Rules of Handling Consignments Subject to the Act on the Monitoring System for the Carriage of Goods by Road/Rail" applicable to DB SCHENKER and available at the DB SCHENKER website [www.dbschenker.pl](http://www.dbschenker.pl) which constitute an integral part of these General Terms and Conditions.
5. By placing/accepting an order or reaching an agreement in another form DB SCHENKER and the Client reach also an agreement in the matter of entrusting personal data for the time corresponding to the cooperation period. The data are entrusted under the terms of processing personal data of DB SCHENKER business partners published at the [www.dbschenker.pl](http://www.dbschenker.pl) website, which constitute an integral part of these General Terms and Conditions.

## **§ 15**

### **Transmission of Business Information**

1. The Orderer 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 Orderer in business contacts. The Orderer agrees that his postal addresses, including electronic mail addresses shall be placed in DB SCHENKER's database as well as agrees that these addresses shall be used for the purpose of direct marketing of DB SCHENKER products and services.
2. The Orderer has the right to revoke its consent to receive commercial information by sending an appropriate written statement to the address of DB SCHENKER seat: Schenker sp. z o.o. ul. Żwirki i Wigury 18, 02-092 Warszawa.

## **§ 16**

### **Amendments to the Terms and Conditions of the Provision of Domestic Services by Schenker sp. z o.o.**

1. DB SCHENKER is entitled to amend these General Terms and Conditions any time, including to appendices thereto, or issue new General 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.
2. 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 General Terms and Conditions and appendices thereto using information provided on the DB SCHENKER website [www.dbschenker.pl](http://www.dbschenker.pl). DB SCHENKER undertakes in each case to place on the above specified website binding information concerning the date from which the amendments shall be in force, and any potential information sent to the Orderer in a written form or via electronic Terms and Conditions of the Provision by Schenker Sp. z o.o. of Domestic Services in force from 1 January 2019 for agreements concluded to 13.10.2019

mail shall be only treated as of additional nature. The Orderer shall be obliged to check the current version of the General Terms and Conditions, including appendices thereto, before placing an order.

3. The current version of the General Terms and Conditions is also available in the Head Office and Branches of DB SCHENKER.

### §17 Personal data policies

According to art. 13 sections 1 and 2 of EU Regulation 2016/679 of the European Parliament and of the Council 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 in line with 95/46/EU Directive (general protection of personal data) Schenker sp. z o. o. informs that:

1. Client's personal data will be administered by Schenker Sp. z o.o. with its seat at 18, Żwirki i Wigury str., 02-092 Warsaw
2. Compliance with personal data policies at Schenker sp. z o.o. is being supervised by the designated Data Protection Officer, which you can contact at the following e-mail address: IOD@dbschenker.com.
3. Client's personal data will be processed for the following purposes and in line with the following regulations:

Data processing purpose	Processing legal basis
To reach/accomplish contract/cooperation agreement between the Client and the data Administrator	GDPR (General Data Protection Regulation) art. 6(1)(b) (processing is necessary to perform an agreement of which a party is the person whose data are to be processed)
To process complaints	GDPR art. 6(1)(b) (agreement performance)
GDPR art. 6(1)(c) (legal requirement)	
To contact Clients in order to enquire about their satisfaction level	GDPR art. 6(1)(f) (legally justified interest: to build a positive company image)
To process claims and to recover receivable amounts	GDPR art. 6(1)(f) (legally justified interest: to process claims/receivable recovery actions)
To conduct direct marketing actions (to mail business info), including customer profiling	GDPR art. 6(1)(f) (legally justified interest: to promote goods/services offered by data Administrator)

4. Client's personal data will be used by companies delivering load/transport services, mail services, custom clearing services, shipment receivers, services in shredding paper documents/destroying electronic media, management/storage of document resources, tax/legal services, services in recovery of receivables, accounting companies.
5. The Customer's personal data may be transferred to third countries (ie a country not belonging to the European Economic Area) to which DB SCHENKER delivers shipment, if the transfer is necessary for the fulfilling of the contract between Customer and Schenker Sp. z o.o. (Article 49 (1) b of the General Data Protection Regulation).

6. The period during which Clients' personal data will be stored by Schenker Sp. z o.o. depends on the storage purpose as follows:
  - a. Contract accomplishment period - for data processed to perform a contract/a co-operation agreement,
  - b. A period necessary to consider a filed complaint - for data processed to process complaints
  - c. Until the dispute is resolved / the Parties are settled (including proper deadlines for claim time limits for data processed to process claims/run receivable recovery actions,
  - d. Until the Client raises an objection - for data processed to study customer satisfaction level and/or to conduct direct marketing actions (to directly mail business information)
  - e. After periods indicated in sections (a) - (d) above additionally for a time legally required or the time limit for any possible claims.
7. In connection with processing their personal data the Client is entitled to:
  - a. ask data Administrator to make the data available, to correct them, or to restrict their processing
  - b. move the data if they are processed to perform a contract/co-operation agreement or to process complaints,
  - c. raise an objection if they are processed to study customer satisfaction level and/or to conduct direct marketing actions (to directly mail business information), including customer profiling,
  - d. file complaints to proper supervising body (President of Personal Data Protection Office) in case they believe their data are processed in breach of General Data Protection Regulation.
8. Submitting personal data by the Client is indispensable to reach the contract. No contract/cooperation may be reached with Clients who do not wish to submit their personal data to data Administrator. Data are submitted voluntarily in other circumstances indicated in section 3, however they are indispensable to accomplish the objectives.)

## **§ 18 Final Provisions**

1. The following documents constitute an integral part of these General Terms and Conditions:
  - 1) Standard price lists
    - a) Freight Table,
    - b) Standard DB SCHENKER **parcel** Price List,
    - c) Value Added Services and Additional Fees,
    - d) Price List of Additional Fees for Handling Dangerous Goods,
  - 2) Rules for determination of the Fuel Correction;
  - 3) Schedule of Deliveries;
  - 4) Rules of DB SCHENKER on Packaging Standards of Groupage Consignments;
  - 5) Rules of DB SCHENKER on the preparation of parcel consignments and non-palletized groupage consignments and exclusions of certain goods from the transport as parcel consignments;
  - 6) Terms and Conditions of Logistic Handling of Dangerous Goods - ADR;
  - 7) Terms and Conditions of Logistic Handling of Foodstuffs - HACCP;
  - 8) The Rules of Handling Consignments Subject to the Act on the Monitoring System for the Carriage of Goods by Road/Rail; 9) EUR/EPAL pallet standards, 10) Address Label Standard.
  - 11) Principles of processing personal Client's data by DB SCHENKER.
  - 12) Consignment Parameter Verification Process
2. The provisions of § 16 shall apply to the aforementioned documents accordingly.



3. These General Terms and Conditions shall apply to the services provided by DB SCHENKER within the territory of Poland; any departure from these General Terms and Conditions shall be in writing, otherwise being null and void.
4. Any disputes arising out of the contracting and provision of services by DB SCHENKER shall be settled by the common courts of law having jurisdiction competent for DB SCHENKER's seat or the city of Poznań, at the discretion of the party filing the action.
5. These General Terms and Conditions and the documents set forth in Section 1, do not represent an offer within the meaning of the Polish Civil Code.
6. In respect of any agreements executed with DB SCHENKER according to these General Terms and Conditions, the provisions of art. 66<sup>1</sup> § 1 - 3 of the Polish Civil Code shall not apply.
7. The documents specified in Section 1, in particular the Standard Price Lists and the Rules for Calculation of Fuel Corrections, which had been in effect prior to the date stated in the introduction to these General Terms and Conditions, shall not be subject to change and shall remain in effect in the current wording unless DB SCHENKER resolves to amend them in accordance with § 16 Section 1.

Schenker sp. z o.o. in Warsaw, ul. Żwirki i Wigury 18, 02-092 Warsaw  
Phone: (22) 532-11-00, fax: (22) 532-11-11; [www.dbschenker.pl](http://www.dbschenker.pl)