

**TERMS AND CONDITIONS
OF HANDLING CONSIGNMENTS
SUBJECT TO THE GOODS TRANSPORT TRAFFIC
MONITORING SYSTEM ACT**

constituting an integral part of Schenker Sp. z o.o. Terms and Conditions of the Provision of Domestic Services and
Terms of Provision of Services in International Road Forwarding

Due to the adoption of the Goods Transport Traffic Monitoring System Act of 9 March 2017 (hereinafter referred to as the Act), the Client acknowledges that he knows the Act and undertakes to observe its provisions.

In particular, the Client undertakes the following:

1. The Client is obliged to inform Schenker of transporting goods subject to the Act within a time period allowing Schenker to fulfil its obligations under the Act and the implementing provisions, taking into account point 3.
2. The Client ensures that the reference number of goods to be transported and key intended for the carrier, will be placed on orders provided by the Client to Schenker and on shipping documents, including on a waybill.
3. The Client undertakes to
 - a. provide, in a specified for orders form and time limit, information on goods transport as defined by the Act and the implementing provisions, together with the order reference number and the key number intended for the carrier
 - b. in the event of an update on information referred to above – to provide for Schenker updated information not later than two hours prior to accepting the goods for transport
 - c. in the event of a change in information about transport – to immediately update the information in accordance with the Act or to notify Schenker thereof.
4. Should the said information be provided within a shorter time period than the one specified in point 3, as a result of which any transport-related loss or damage is incurred, Schenker shall not be liable for such a loss or damage, and if a claim is filed by another entitled entity, the Client shall release Schenker from liability for such a

loss or damage.

5. Should Schenker (or an entity providing services upon request of Schenker) incur a loss or damage for reasons attributable to the Client as specified in point 3, the Client shall be held liable for such a loss or damage.
6. The Client placing orders with Schenker or providing Schenker with information online (including via email) under the Act represents that information sent from the online address is sent by people authorised by the Client to make representations and declarations as required by the Act or the agreement with Schenker.
7. Should Schenker or any entity cooperating with Schenker incur any loss or damage as a result of the Client not observing the Act or the agreement with Schenker regarding the obligations arising from the Act, the Client shall be obliged to pay compensation (including any fines imposed in accordance with the Act, loss of any deposit, parking fees, charges for a delay in provision of a reference number) in the actual amount of fees, charges or other losses incurred by the said wronged entities.
8. Should Schenker fail to perform the agreement or should Schenker perform it improperly as a result of actions or omissions of the Client and any resulting transport-related loss, Schenker shall not be liable for such a loss, and if a claim is filed by another entitled entity (especially by the consignee or other client of Schenker whose consignment was transported together with the consignment of the Client), the Client shall release Schenker from liability for such a loss or damage.
9. Schenker will not accept goods subject to the Act for transport, and the Client will not order transport of such goods, as part of the consignment transport services provided by “DB SCHENKER” according to the definition specified in the Schenker Sp. z o.o. Terms of Provision of Services available at www.dbschenker.pl
10. The Client acknowledges that if an entity indicated by the Client, as the consignor, is a consignor within the meaning of the Act, such an entity will fulfil any and all obligations resulting from the Act and the agreement between the Client and Schenker, including from these Terms of Provision of Services. The Client shall bear liability for damages to Schenker in case Schenker or any other entity specified in these Terms of Provision of Services incurs a loss or damage as a result of an action or omission by the entity referred to in the first sentence of this point.