

Terms and Conditions of the Provision of Services for all Orders Placed via DB SCHENKER
Connect

(hereinafter referred to as the "Terms and Conditions")

§ 1

Scope of the Terms and Conditions

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

§ 2

DB SCHENKER Products Accepted for Execution via
DB SCHENKER Connect Application

1. With regard to orders placed via DB SCHENKER Connect, DB SCHENKER provides business entities with consignment pick-up, carriage and delivery services and additional related services as part of the DB SCHENKER**system** and DB SCHENKER**system premium** products.
2. DB SCHENKER Connect offers the following products: DB SCHENKER**system** or DB SCHENKER**system premium**, i.e. domestic or international distribution of groupage consignments which simultaneously meet all the following parameters:
 - a. Maximum weight of a consignment – 2500 kg
 - b. Maximum volume of a consignment – 10 m³
 - c. Maximum length of a package – 2.4 m
 - d. Maximum width of a package – 1.8 m
 - e. Maximum height of a package – 2.2 m
 - f. Maximum weight of a single package – 800 kg.
3. Depending on the country of delivery, the following products are available under the distribution services of groupage consignments:
 - a. DB SCHENKER**system** – distribution of groupage consignments in domestic or international transport with the expected delivery time presented in the schedule of deliveries for this service. The schedule of deliveries is available at www.dbschenker.pl.
 - b. DB SCHENKER**system premium** – distribution of groupage consignments in international transport with the guarantee of delivery as soon as possible, in accordance with the schedule of deliveries for this service. The schedule of deliveries is available at www.dbschenker.pl.

4. DB SCHENKER*system* and DB SCHENKER*system premium* consignments weighing over 30 kg should be adapted to mechanical reloading. This means that the medium on which a consignment (e.g. palette) is loaded or collective package (box, basket, container) is packed has, according to DB SCHENKER, a structure designed for safe and non-damage causing reloading via mechanical reloading means (including forklifts), by one person.
5. A consignment must be marked with a label generated by DB SCHENKER Connect. For domestic consignments waybill delivered by DB SCHENKER should be attached.
6. For orders placed via DB SCHENKER Connect, the following additional services and options described in detail in the Terms and Conditions of the Provision of Services by Schenker sp. z o.o. for international road forwarding are available at www.dbschenker.pl.

Option/Service	DB SCHENKER <i>system</i> in international transport	DB SCHENKER <i>system premium</i> in international transport
Fix day option (Delivery on agreed date)	✓	
Fix day to be agreed option (Delivery on a date agreed with the consignee)	✓	
Fix day 10 option (Delivery on agreed data till 10 a.m.)	✓	
Fix day 13 option (Delivery on agreed data till 1 p.m.)	✓	
Pre notice option (the consignee is advised in advance)	✓	
Premium10 service (Delivery until 10 a.m.)		✓
Premium13 service (Delivery until 1 p.m.)		✓

Additional options and services listed above are not available for domestic transport.

§ 3

Restrictions in the Transport of Consignments

1. The provision of services for orders placed via DB SCHENKER Connect is subject to all restrictions for the transport of consignments contained in, respectively:
 - a. for domestic transport services: Terms and Conditions of the Provision of Domestic Services by Schenker sp. z o.o. with its registered office in Warsaw (website: <https://www.dbschenker.com/pl-pl/produkty/dokumenty-dla-klientow/dokumenty-ladowe-krajowe>)

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

§ 4

Accepting Orders

1. Orders should be placed at the latest until 4 p.m. on the day preceding the collection of the consignment.

In the case of placing an order after 4 p.m. on a given day it is assumed that the order has been placed on the next working day.
2. After the order has been placed, the Order receives a confirmation to an email address which the Orderer provided via DB SCHENKER Connect that DB SCHENKER has received the order where such confirmation is not a confirmation of concluding a carriage contract.
3. DB SCHENKER may refuse to accept an order without giving any reason. In such case the Contractor will be informed of this fact to the email address provided via DB SCHENKER Connect within 4 working hours from the time of its receipt.
4. If DB SCHENKER does not raise objections regarding the content of the order to the Orderer's email address given via DB SCHENKER Connect within 4 working hours after its receipt, it means that the order has been accepted for execution under the conditions laid down in these Terms and Conditions and the content of the order.
5. The term working hours means the time period between 8 a.m. and 4 p.m. on working days except Saturdays. This means that if an order is placed after 12.00 p.m. on a working day, the time for raising objections by DB SCHENKER expires accordingly on the next working day (the time between 4.00 p.m. and 8.00 a.m. on the next working day is not included).

§ 5

Establishing Prices for Services

1. The price for services provided by DB SCHENKER which is specified in DB SCHENKER Connect applies only to a transport for a specific service and contains all the components of DB SCHENKER's remuneration with the exception of amounts for additional services in accordance with § 5 section 5.
2. The price specified in DB SCHENKER Connect is a price offered only at the time of placing an order.
3. DB SCHENKER reserves the right to refuse acceptance or return consignments in excess of the maximum parameters for a specific product to the consignor at the expense of the payer.
4. In the event of discrepancies in the parameters of the consignment between the Orderer's declaration made in the order and the actual state ascertained by DB SHCENKER in the parameter verification process, the Parties shall accept as binding the findings as to the actual state made by DB SCHENKER.
5. DB SCHENKER has the right to add to the invoice amounts arising from the provision of additional services. The additional amounts will be added in respect of:
 - a. Correction in the DB SCHENKER system, of understated parameters regarding a consignment such as: the weight, dimensions, number of logistic units and packaging method – a fee of PLN 50 per consignment + PLN 25 for each additional 25 kg of taxable weight in the shipment;
 - b. Handling of components in excess of the maximum parameters – a fee of PLN 50 per logistic unit + PLN 25 for each additional 25 kg of taxable weight in the shipment, regardless of the amount due for the correction referred to in point (a) of this section;
 - c. Correction in the DB SCHENKER system, of inaccurate or incomplete data regarding a consignment in respect of the address and contact details of the consignee – a fee of PLN 15 per consignment;
 - d. Making another attempt of delivery through no fault of DB SCHENKER – a fee of 30 % of the consignment transport price;
 - e. Additional waiting time of over 30 minutes for loading or unloading through no fault of DB SCHENKER – a fee of PLN 30 PLN per started 30 minutes of the waiting time;
 - f. Storing a consignment which was not collected or which could not be delivered to the Consignee – a fee per calendar day continuing from the second day – PLN 150 per consignment.
6. Additional amounts specified in § 5 section 5 are payable on the basis of an invoice within 14 days of submitting the invoice to the address given in DB SCHENKER Connect.
7. The rate included in DB SCHENKER Connect are provided in the Polish zloty (PLN).
8. VAT is added to the amounts referred to or included in these Terms and Conditions at a rate in accordance with the Act of 11 March 2004 (as amended) on tax on goods and services.

§ 6

Methods of Payment and Due Dates

1. The payment for the service is in the form of prepayment using the methods that are available in DB SCHENKER Connect, subject to the provisions of § 5 section 6.
2. By submitting an order, the Orderer agrees to receive an electronic invoice in accordance with the applicable provisions of the law to the email address given by the Orderer in DB SCHENKER Connect.

§ 7

Personal Data

1. Current information on the processing of personal data is provided at: <https://www.dbschenker.com/pl-pl/produkty/dokumenty-dla-klientow/dokumenty-specjalne>.
2. By placing and accepting an order the parties enter into a contract for entrusting the processing of personal data for the period corresponding to the period of order execution under the conditions laid down in the rules for entrusting the processing of personal data at www.dbschenker.com/pl, in the section Documents for Clients – Special Documents.
3. Information clause

Pursuant to Article 13(1) and Article 13(2) of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) please note that:

1. Schenker sp. z o.o. with its registered office at ul. Żwirki i Wigury 18, 02-092 Warsaw is the controller of your data.
2. The compliance with the data protection rules in Schenker sp. z o.o. is supervised by a designated Data Protection Officer who can be contacted at the email address: IOD@dbschenker.com
3. Your personal data will be processed for the following purposes and on the following legal bases:

Purpose of data processing	Legal basis for data processing
Conclusion and performance of a cooperation contract/order concluded between you and the Controller	<ul style="list-style-type: none">• Article 6(1)(b) of the GDPR (processing is necessary for the performance of a contract to which the data subject is party)

<p>Management of complaints</p>	<ul style="list-style-type: none"> • Article 6(1)(b) of the GDPR (performance of the contract) • Article 6(1)(c) of the General Data Protection Regulation (legal obligation)
<p>Contacting you in order to survey the level of satisfaction among the Clients of the controller</p>	<ul style="list-style-type: none"> • Article 6(1)(f) of the General Data Protection Regulation (legitimate interest – building a positive image of the company)
<p>Vindicating claims and taking action in connection with the process of recovery of debts</p>	<ul style="list-style-type: none"> • Article 6(1)(f) of the General Data Protection Regulation (legitimate interest – vindicating claims, taking action related to recovery of debts)
<p>Direct marketing (sending commercial information) including profiling</p>	<ul style="list-style-type: none"> • Article 6(1)(f) of the General Data Protection Regulation (legitimate interest – promoting goods and services offered by the Data Controller)

4. Your personal data will only be available to companies involved in transport and loading services, postal services, customs agency, consignees, companies involved in destruction of documents and their media, companies involved in services of managing and storing documentation resources, companies providing legal and tax services and debt recovery services, as well as accounting companies.
5. Your personal data will not be communicated to third countries (i.e. non-member states of the European Economic Area) and/or international organisations.
6. The storing period of your personal data collected by Schenker sp. z o.o., is dependent on the purpose for which your data are collected in accordance with the following criteria:
 - a. period of performance of a cooperation contract/order – in the case of data processing in order to conclude or perform a cooperation contract,
 - b. period necessary to resolve a complaint – in the case of data processing in order to manage complaints,
 - c. until a dispute is settled / arrangements are made with the parties, taking into account the relevant periods of claim limitation – in the case of data processing in order to vindicate claims and take action related to debt recovery,
 - d. until you object – in the case of data processing in order to survey the level of satisfaction among Clients of the controller and for the purposes of direct marketing (sending business information),
 - e. After the periods referred to in points (a) – (d) for the period in which the provisions of the law prescribe storing the data or for the period of limitation of any claims.
7. With regard to the processing of your personal data you have the following rights:

- a) right to request access to, rectification and restriction of your personal data from the controller,
 - b) right to transfer the data in the case of data processing in order to conclude and perform a cooperation contract or manage complaints,
 - c) right to object in the case of data processing in order to survey the level of satisfaction and for the purpose of direct marketing (sending business information), including profiling,
 - d) right to lodge a complaint to a supervisory authority (the President of the Office for the Protection of Personal Data) if you think that the processing of your personal data violates the provisions of the General Data Protection Regulation.
8. Providing your personal data is a condition to conclude a contract. The failure to provide the data results in an inability to establish or continue cooperation between you and the Controller. Providing the data for other purposes specified in section 3 is voluntary, but necessary to fulfil such purposes.

§ 8

Final Provisions

1. In matters not covered in this document the provisions contained in the standard documents of DB SHCENKER, available at www.dbschenker.pl shall apply, i.e.:
 - a. For domestic transport: Terms and Conditions of the Provision of Domestic Services by Schenker sp. z o.o. with its registered office in Warsaw (website: <https://www.dbschenker.com/pl-pl/produkty/dokumenty-dla-klientow/dokumenty-ladowe-krajowe>)
 - b. For international transport: The Terms and Conditions of the Provision of International Road Forwarding Services by Schenker sp. z o.o. (website: <https://www.dbschenker.com/pl-pl/produkty/dokumenty-dla-klientow/dokumenty-ladowe-miedzynarodowe>).
2. In the event of a discrepancy between this document and the Terms and Conditions of Using the Website available at www.efl.dbschenker.com with regard to the provision of transport services, priority shall be given to the provisions of these Terms and Conditions for DB SCHENKER Connect and the documents referred to in § 7 section 1.