

**Service Provision and Liability Terms and
Conditions concerning contracts executed
via the Connect4Ocean**

These Service Provision and Liability Terms and Conditions concerning ocean forwarding for contracts executed via the Connect4Ocean website (hereinafter referred to as the “General Terms and Conditions of Connect4Ocean”) of Schenker sp. z o.o. with its registered seat in Warsaw, ul. Żwirki i Wigury 18, 02-092 Warsaw, TIN: 527-010-38-24, EU TIN: PL5270103824, initial capital: PLN 186,294,430, entered in the National Court Register kept by the District Court for the capital city of Warsaw, under KRS no. 0000040104, hereinafter referred to as DB SCHENKER, constitute a draft contract as construed under the Act of 23 April 1964 Civil Code (i.e. Journal of Laws of 2014, item 121 as amended). The Contracting Entity represents that before contracting a service they got acquainted with the applicable version of the General Terms and Conditions of Connect4Ocean available e.g. on DB SCHENKER website at www.dbschenker.pl and that they accept the General Terms and Conditions of Connect4Ocean.

I. The scope of these General Terms and Conditions

The General Terms and Conditions of Connect4Ocean apply to all the contracts, including orders executed with respect to ocean forwarding based on the Connect4Ocean website <https://connect.dbschenker.com/ocean>) in line with the provisions stipulated on the said website and in these General Terms and Conditions of Connect4Ocean, including multimodal transport comprising sea transport carried out by DB SCHENKER, unless separate arrangements are agreed in writing. In matters not governed by the General Terms and Conditions of Connect4Ocean, the Service Provision and Liability Terms and Conditions shall apply – with respect to ocean forwarding, available on <https://www.dbschenker.com/pl-pl>.

II. Service provision scope

DB SCHENKER organizes sea transport or multimodal transport comprising sea transport, as well as provides additional services based on arrangements, as stipulated in the General Terms and Conditions of Connect4Ocean. DB SCHENKER is obliged to provide solely the services it accepted for provision explicitly.

The multimodal transport shall mean cargo transport using more than one type of transport. The multimodal transport may be carried out in particular by means of a container or other intermodal units provided by the Contracting Entity or a container or other intermodal units provided to the Contracting Entity.

If it becomes necessary for DB SCHENKER to carry out any activity not anticipated before, DB SCHENKER shall undertake them after the Contracting Entity has approved the terms and conditions in writing. In urgent cases, when it is impossible to contact the Contracting Entity and any delay threatens with any irrecoverable loss, DB SCHENKER may undertake any activities mentioned above without a prior consultation at the Contracting Entity’s risk and expense.

III. Basic DB SCHENKER services provided via the Connect4Ocean website

1. DB SCHENKERcombine – organization of general cargo transport – Less than Container Load (LCL). Consolidation of cargo from many consignors and for many consignees in one container. However, LCL shipments cannot exceed any of the parameters below:
 - a. Maximum shipment weight – 5,000 kg
 - b. Maximum shipment volume – 20 m³
 - c. Maximum packaging length – 2.4 m
 - d. Maximum packaging width – 1.8 m
 - e. Maximum packaging height – 2.2 m
 - f. Maximum weight of a single packaging – 800 kg.
 - g. LCL shipments with the weight exceeding 30 kg should be provided for mechanical handling. This means that the medium which the shipment is loaded on (e.g. a pallet) or the collective packaging in which it is placed (chest, basket, container) are deemed by DB SCHENKER to have a structure enabling its safe and damage-free handling using mechanical handling means (e.g. forklift trucks) by a single person.
2. DB SCHENKERcomplete – organization of the Full load Container (FCL) shipments; with a container of 20’ DC, 40’ DC, 40’HC, the delivery or collection referring to the Full-load container:
 - a. above 24 tones may take place solely using rail transport.

- b. 23,000–23,999 kg the extra charge for road transport amounts to 15% of road freight.
- c. 21,000–22,999 kg the extra charge for road transport amounts to 10% of road freight.
- d. The maximum container weight is 25,500 kg and the maximum distance to the rail terminal is 150 km.

IV. The goods subject to transport restrictions requiring separate written agreements.

1. As a rule, DB SCHENKER does not transport the following cargo:
 - a. Tobacco and tobacco products,
 - b. Plants and animals;
 - c. Valuable shipments (e.g. gold or silver bars, precious stones, precious jewelry, goods made from precious metals, valuable works of art);
 - d. Bonds, transferable trade bills or any type of securities;
 - e. Currencies, banknotes and coins;
 - f. Drugs and psychoactive agents;
 - g. Goods (SENT) subject to the Act of 9 March 2017 on the system of monitoring the road transport of goods including secondary legislation or an act replacing the said acts.
2. The following shipments will be accepted for transport solely based on a separate written agreement:
 - a. Shipments requiring specialist vehicles and handling;
 - b. Shipments requiring controlled-temperature transport;
 - c. Food;
 - d. Personal belongings;
 - e. Alcoholic products;
 - f. Weapons and ammunition;
 - g. Shipments exceeding the service parameters named in the General Terms and Conditions;
 - h. Shipments the transport of which requires separate permits and concessions; i. goods which must not be consolidated with other goods;
 - i. Shipments with no separate packaging protecting the goods for transport;
 - j. Shipments with no documents required by the specific regulations;
 - k. Shipments containing medicinal products requiring compliance with the Pharmaceutical Law and Good Distribution Practice;
3. DB SCHENKER does not transport waste and some classes of hazardous materials. The transport of shipments containing hazardous goods is governed by the Terms and Conditions of Hazardous Goods Logistic Service in DB SCHENKER, available on <https://www.dbschenker.com/pl-pl>.

V. Order acceptance

1. After the order is placed on the Connect4Ocean website, the Contracting Entity receives a confirmation to the e-mail address named by them in the DB SCHENKER Connect application that the order was filed in DB SCHENKER. This confirmation shall not be deemed a confirmation of the transport contract execution.
2. DB SCHENKER shall be entitled to refuse to accept the order without stating the reason. If this is the case, the Contracting Entity will be notified thereof to their e-mail address provided in the Connect4Ocean application within 8 business hours after it is received.
3. If DB SCHENKER does not notify the Contracting Entity of any reservations concerning the order wording to the e-mail address provided in DB SCHENKER Connect application within 8 business hours after it is received, this shall mean it accepts the order for performance based on the terms and conditions stipulated in these General Terms and Conditions Connect4Ocean and the order.
4. The business hours shall mean the time from 8:00 a.m. to 4:00 p.m. on work days excluding Saturdays.
5. For any extra services, the parties accept the arrangements in writing or in an electronic format (by e-mail).

VI. Service pricing

1. The price for services provided by DB SCHENKER named in Connect4Ocean application shall be in force solely on a given route for a specific service and comprises the entire fee of DB SCHENKER

except for any extra service charges. The extra charge table for DB Schenker combine (LCL) and DB Schenker complete (FCL) can be found on <https://www.dbschenker.com/pl-pl>

2. The price named in DB SCHENKER Connect is the price offered solely when the order is placed.
3. DB SCHENKER reserves the opportunity to refuse to accept shipments exceeding the maximum shipment parameters for a specific product.
4. If there are any discrepancies of the shipment parameters between the Contracting Entity's declaration filed in the order and the actual situation found by DB SCHENKER in the parameter verification process, the Parties accept the findings of DB SCHENKER during the verification to be valid.
5. The rates in Connect4Ocean application are net and applicable VAT will be added to them.

VII. Payment methods

1. Placing the order, the Contracting Entity agrees to receive an electronic invoice to the e-mail address named by them in DB SCHENKER Connect application.
2. The payment deadline for the issued invoice is 14 days.