



**Terms and Conditions of Services and Liability – relating to international air forwarding  
provided by Schenker sp. z o.o. with its registered office in Warsaw,  
further also referred to as the General Conditions**

These Terms and Conditions of Services and Liability – relating to international air forwarding (further referred to as “General Conditions”) of Schenker sp. z o.o. with its registered office in Warsaw, address: ul. Żwirki i Wigury 16C, 02-092 Warsaw, Tax ID (NIP): 527-010-38-24, EU VAT No.: PL5270103824, share capital: PLN 186,294,430, entered in the commercial register of the National Court Register maintained by the District Court for the capital city of Warsaw under the KRS No. 0000040104, further referred to as “DB SCHENKER” form a template contract within the meaning of the Polish Civil Code Act of 23 April 1964 (i.e. Journal of Laws of 2014, No. 121 as amended). The Ordering Party declares to have read the current version of the General Conditions available, among others, at DB SCHENKER’s website [www.dbschenker.pl](http://www.dbschenker.pl) before ordering the service and to accept the General Conditions.

**§1 Scope of the General Conditions**

Unless other arrangements have been in writing, under the pain of nullity, these General Conditions shall apply to any and all air forwarding contracts, including carriage of air consignments by road, sea, and rail by SCHENKER sp. z o.o. (further: “DB SCHENKER”).

**§2 Scope of Service Provision**

DB SCHENKER shall organise air transport of consignments and provide additional services specified herein. DB SCHENKER shall only provide the services which they explicitly agreed to perform. Essentially, DB SCHENKER may provide transport services which may be rendered by DB SCHENKER, including: transport consulting services, transshipping, warehousing, packing, packaging, customs handling, and distribution.

If, in view of contract performance, it is necessary for DB SCHENKER to undertake any unforeseen activities, DB SCHENKER shall perform them after prior acceptance of conditions thereof by the Ordering Party.

In urgent cases, when it is impossible to contact the Ordering Party and the delay may cause irreparable damage, DB SCHENKER shall undertake the aforesaid activities without prior consultation at the Ordering Party’s risk and for their account.

**§3 Terminology and Definitions**

1. ADR – Agreement concerning the International Carriage of Dangerous Goods by Road concluded in Geneva on 30 Sept. 1957. (Journal of Laws of 2007, No. 99, item 667 as amended) and the Transport of Dangerous Goods Act of 19 August 2011, i.e. of 20 December 2019 (Journal of Laws of 2020, item 154, as amended) as well as applicable

secondary legislation.

2. SECURED SUPPLY CHAIN – any and all activities and processes which take place during transportation and relating to transportation, which begin at the place of manufacturing and end at the shipment's destination, enabling the exemption from security checks of shipments originating from participating entities (Known Consignor, Regulated Agent); the secured supply chain includes, among others, air carriers, ground handling agents, and forwarders who have the regulated agent status.
3. CARGO – a consignment to be delivered by air.
4. PRICELIST – the document which determines the valuation conditions for services provided by DB SCHENKER.
5. CONNECT4AIR – the internet platform for DB SCHENKER's clients used for on-line pricing of services relating to air forwarding of consignments.
6. TRANSPORT DOCUMENT – document(s) relating to transport of the consignment, which constitute(s) a proof of dispatch and details its transport and delivery, issued under the mandatory rule of law. A special type of a transport document is a airway bill.
7. E-SCHENKER (Portal) – the internet portal which enables DB SCHENKER's clients to manage their logistic processes.
8. GDP (Good Distribution Practice) – a compilation of regulations and guidelines concerning the Good Distribution Practice of active ingredients (Regulation of the Minister of Health of 3 December 2015 on the Good Distribution Practice of Active Ingredients, together with further amendments and regulations) and distribution of medicinal products in line with the Good Distribution Practice referred to in the Pharmaceutical Act (Journal of Laws of 2008, No. 45, item 271, as amended), DIRECTIVE 2011/62/EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 8 June 2011 amending Directive 2001/83/EC on the Community code relating to medicinal products for human use, as regards the prevention of the entry into the legal supply chain of falsified medicinal products, Regulation of the Minister of Health of 17 June 2016 amending the regulation on Good Distribution Practice requirements.
9. IATA – the International Air Transport Association based in Montreal and Geneva.
10. IATA DGR (IATA Dangerous Goods Regulations) – IATA regulations laying down the principles of handling dangerous consignments in air transport, Technical Guidelines for Safe Transport of Dangerous Goods by Air, which constitute Annex 18 to the Convention on International Civil Aviation signed in Chicago on 7 December 1944 (Journal of Laws of 1959, No. 35, item 212, as amended).
11. FREIGHT CREDIT – the maximum amount of the Ordering Party's debt to DB SCHENKER, matured or non-matured, up to which the Ordering Party is eligible to deferred payment for services rendered by DB SCHENKER. Any debt to DB SCHENKER arising from payment order services or security of customs and tax receivables shall not be included in the

Freight Credit.

12. AIRWAY BILL (AWB) – a transport document issued by the shipper or on their behalf by the carrier or their authorised representative.
13. SHIPPER – the entity which hands a consignment to a DB SCHENKER representative as part of performance of a contracted transport service.
14. CONSIGNEE – the entity which accepts a consignment delivered by DB SCHENKER as part of performance of a contracted transport service.
15. QUOTATION – a quotation concerning service provision provided by DB SCHENKER to the Ordering Party.
16. FOREIGN PARTNER – an entity cooperating with DB SCHENKER and performing, at their request, services relating to the performance of the contract concluded with the Ordering Party.
17. PAYER – Shipper, Consignee, or another entity designated by the Ordering Party which shall pay for the services rendered by DB SCHENKER. Should the Payer fail to settle the fee for DB SCHENKER's services, the responsibility for the payment shall lie with the designating entity. In any case, the payment is guaranteed by the Ordering Party.
18. AIR CONSIGNMENT – a consignment for which an airway bill has been issued.
19. DGR CONSIGNMENT – a consignment which meets the criterion of dangerous goods in air transport, as per the IATA DGR definition, and in road transport is subject to the provisions of ADR.
20. GDP CONSIGNMENT – a consignment which is subject to the regulations laid down in the Good Distribution Practice.
21. AIR CARRIER – an entity authorised to carry out air transport of passengers or Cargo under a licence or a relevant deed issued by a competent foreign authority; the term shall also apply to entities which are contractual carriers entering into transport contracts directly with the Ordering Party, while another entity ("actual carrier") carries out all or part of the transport service under an authorisation of the contractual carrier.
22. SAD (Single Administrative Document) – a universal statistical customs document used to complete formalities required under customs procedures.
23. FORCE MAJEURE – an event which could not have been foreseen despite due care required in professional service provision, which is external both with respect to DB SCHENKER and to the Ordering Party and which the Parties could not have countered despite due care; events of force majeure hereunder shall included in particular: war, martial law, riots, civil unrest, revolutions, strikes, roadblocks or blocks of other generally used entry and exit ways, natural disasters, including floods, earthquakes, epidemics, epidemiological states, weather conditions and other natural phenomena whose intensity exceeds the average scale for the given period and which prevent service provision.

24. CHARGEABLE WEIGHT – contractual consignment weight according to which air freight price is charged in line with the principles defined herein.
25. ICS – Internal Control System is the system which control the shipment of strategic goods: military and dual-use goods.
26. ORDER – a document issued by the Ordering Party in which it commissions DB SCHENKER to handle the transport of specific goods.
27. ORDERING PARTY – the entity which concluded a contract with DB SCHENKER (also by ordering a service).

#### **§4 Basic and Special DB SCHENKER Services Relating to Air Transport**

##### 4.1 Basic services:

- **DB SCHENKERjetcargo *economy***  
Handling of less urgent consignments. Estimate transit time: 5-6 days from the dispatch airport to the destination airport.
- **DB SCHENKERjetcargo *business***  
Handling of standard consignments. Consolidation of consignments with services offered by the best carriers.  
Estimate transit time: 3-4 days from the dispatch airport to the destination airport.
- **DB SCHENKERjetcargo *first***  
Express service for high priority consignments.  
Estimate transit time: 1-2 days from the dispatch airport to the destination airport.

##### 4.2 Special services:

- **DB SCHENKERjetcargo *special***  
Individual products designed so as to meet unique or atypical client requirements, e.g. oversized transport, transport with ongoing consignment tracking.
- **DB SCHENKERSkybridge**  
Multimodal transport where the shipment is transported partially by sea and partially by air.
- **DB SCHENKER *Charter Services***  
Individual solutions in the form of dedicated air transport tailored to the client's specific needs.
- **DB SCHENKERaeroparts (AOG, Critical, Routine)**

Air transport logistics. Air forwarding of spare parts and components necessary for production and technical maintenance of aeroplanes.

- DB SCHENKER ***marineparts***

Individual services for the maritime industry. Air forwarding of spare parts necessary for technical maintenance of ocean-going vessels.

- DB SCHENKER ***jetcargo******fresh***

Air transport of sensitive and perishable products.

- DB SCHENKER ***fashion&retail***

Special logistic solutions for the fashion and consumer industries.

- DB SCHENKER ***healthcare***

Logistic services designed to meet the pharmaceutical industry's requirements.

- Ambient, solutions for transport under controlled temperature conditions from +15°C to +25°C
- Cool, solutions for transport under controlled temperature conditions from +2°C to +8°C

4.3 The transit times indicated in point 4.1 are only estimates and depend on market conditions, availability of cargo space on particular flights as well as the location of destination airports.

#### **§5 Goods whose Carriage is Prohibited or Restricted in DB SCHENKER's Air Transport**

5.1 DB SCHENKER does not accept for carriage any goods prohibited by domestic and international legal regulations as well as the following types of load:

- a. cigarettes and tobacco;
- b. plants;
- c. blood and live animals;
- d. valuable consignments, e.g. gold or silver bullion, precious stones;
- e. precious jewellery, objects made of precious metals, valuable works of art;
- f. bonds, transferable and any other securities;
- g. currencies, banknotes and coins;
- h. weapons and munition as well as military technologies;
- i. documents and consignment containing correspondence within the meaning of the law;

j. corpses and human remains.

5.2 The following types of consignment may be accepted for carriage by DB SCHENKER's air transport under special conditions which require separate written arrangements with the client:

- a. goods worth more than EUR 5 million shipped under one airway bill;
- b. very heavy consignments or consignments which cause uneven distribution of weight in the means of transport (as per rules applied by the actual carrier or in the unit in charge of the shipment);
- c. consignments which require appropriate temperatures during transport and transshipment;
- d. consignments which require special activities relating to loading, securing and unloading;
- e. food and perishables;
- f. resettlement property;
- g. liquors and other products subject to excise duty;
- h. consignments whose transport requires separate permits or licences;
- i. consignments without documentation required under detailed regulations;
- j. consignments subject to regulations pertaining to transport of dangerous goods (ADR, IATA DGR);
- k. lithium and lithium-ion batteries, both new and used, as well as those sent together with an object of shipment or placed inside devices;
- l. consignments containing medicinal products which require the application of the Pharmaceutical Act and the Good Distribution Practice;
- m. goods of strategic importance indicated in the Act on Foreign Trade with Goods, Technologies and Services of Strategic Importance for National Security as well as for International Peace and Security of 29 November 2000 (i.e. Journal of Laws of 2013, item 194, as amended);
- n. goods (SENT) subject to the System of Monitoring Road Transport of Goods Act of 9 March 2017 together with executive regulations thereto or the legal document which may replace the above.

5.3 DB SCHENKER does not transport waste and certain classes of dangerous materials. Carriage of consignments containing dangerous goods has been regulated in the Terms and Conditions of Dangerous Goods Logistics in DB SCHENKER available at

[www.dbschenker.com/pl-pl](http://www.dbschenker.com/pl-pl).

- 5.4 DB SCHENKER shall not be liable for any damage caused by failure to observe the requirements concerning the transport of the aforesaid consignments unless a separate written agreement has been concluded. The obligation to conclude a separate agreement concerning the carriage of consignments referred to in point 5.2 shall not be lifted even if the consignment has been accepted for carriage, entered in transport documents, or if the Order has been placed or accepted otherwise than in writing. In the absence of a written agreement it shall be assumed that the Ordering Party or the Sender has not provided DB SCHENKER with sufficient data concerning the consignment or the performance of the transport contract. DB SCHENKER shall not be liable for any damage resulting from services being rendered without a written agreement insofar as it is permissible under the mandatory rule of law.
- 5.5 If the parties fail to conclude the written agreement and there is any damage resulting from the dispatch of the consignment containing goods excluded from transport in DB SCHENKER under point 5.1, or if DB SCHENKER is not provided with the necessary data concerning the consignment or the performance of the transport contract, including the dispatch of a consignment whose actual contents differ from that declared in the transport document, then the Ordering Party or the Sender shall be obligated to settle the damage in full (including among others damage to vehicles and equipment belonging to DB SCHENKER, damage to other consignments, costs of removing environment contamination).

#### **§6 Order Acceptance and Performance**

- 6.1 The Order must be complete and placed by an authorised person, correctly filled in and signed in accordance with the templates published at [www.dbschenker.com/pl-pl](http://www.dbschenker.com/pl-pl) and handed to DB SCHENKER in writing or electronically. The Order should contain the number of the quotation under which it is placed or a reference to other documents or arrangements determining service performance conditions, including the price.
- 6.2 Orders placed on-line, by means of the Connect4Air or the e-SCHENKER platform shall be treated as correctly placed Orders in accordance with point 6.1.
- 6.3 Orders placed otherwise than in line with DB SCHENKER's templates referred to in points 6.1 and 6.2 shall not be deemed invalid. However, DB SCHENKER shall not be liable for any consequence of possible errors and misunderstandings resulting from a Order being received in a different form, verbally or by phone.
- 6.4 Unless the Order is placed in accordance with the principles defined in points 6.1 and 6.2, it shall be subject to the conditions stipulated in the Order acceptance confirmation sent to the Ordering Party by DB SCHENKER in writing or electronically.
- 6.5 DB SCHENKER shall not be liable for the consequence of the Ordering Party's provision of additional instructions directly to other parties participating in Order performance.
- 6.6 The consignment shall be accepted for transport under a transport document accepted by DB SCHENKER or the Foreign Partner under the Order. If DB SCHENKER or the Foreign Partner

issues the transport document, including the airway bill, on the Sender's behalf, it shall be assumed that its content is binding for transport participants, including the Ordering Party.

- 6.7 Unless, during the preparation of the transport document, there are any discrepancies between the information provided in the Order and the actual data, such as:
- a. consignment parameters (weight, dimensions, type of goods, characteristics of goods);
  - b. contact data (shipper, consignee, other parties included in the transport document);
  - c. additional instruction of significant importance for the transport,
- any additional actions resulting from them and costs borne by DB SCHENKER (e.g. delivery to a different address than indicated in the order, costs of storage or repacking) shall be borne by the Ordering Party.
- 6.8 DB SCHENKER has the right to refuse to accept a consignment for transport if the discrepancies referred to in point 6.7 make service performance impossible and charge any costs borne on this account to the Ordering Party.
- 6.9 DB SCHENKER shall notify the Consignee of the arrival of the consignment, the conditions and possibility of its collection. If the Consignee fails to collect the consignment or to instruct DB SCHENKER as to further steps to be taken with the consignment within a deadline specified in the notification, then DB SCHENKER shall leave the consignment at the Ordering Party's disposal, sending them a relevant notification. The Ordering Party shall, within 5 calendar days of a notification of an obstacle hindering the consignment delivery to the Consignee, should provide instructions as to further steps to be taken with the consignment. After the lapse of that deadline and lack of instructions from the Ordering Party, DB SCHENKER shall have the right to send the consignment back to the Ordering Party at their expense and risk, and to charge any fees and costs relating to the consignment to the Ordering Party.
- 6.10 The parties agree that export, import and re-export of goods as well as service provision may be subject to legal regulations and trade restrictions adopted by competent authorities, which may include, among others, the laws and export regulations of the EU and the USA. Each party represents and warrants that, under the concluded contract, they shall comply with the trade restrictions applicable to them, which may include but are not limited to sanctions, anti-boycott laws and screening the parties' exporting, customs, importing, and domestic activities.
- 6.11 The Ordering Party shall determine whether the provided services are subject to trade restrictions and shall obtain any and all required licences, approvals, permits or exemptions and delivery them to DB SCHENKER together with relevant information. DB SCHENKER shall have the right to prior verification of the information provided by the Ordering Party against trade restrictions and to request supplementing information.
- 6.12 In the case of services linked to countries on which the United States have imposed an embargo in the future, the Ordering Party declares that the consignments/services will not



contain any products originating from the United States or products containing components originating from the United States unless they are subject to a consent issued by competent authorities of the United States government and that the consignments/services linked to such countries have not relationship with the United States unless they are subject to a consent issued by competent authorities of the United States government.

- 6.13 DB SCHENKER reserves the right to refuse to provide services and shall be exempt from any liability for such refusal if the services are subject to any restrictions or if any new, re-imposed or amended restrictions should apply to such services. DB SCHENKER also reserves the right to refuse to provide services if the Ordering Party fails to provide DB SCHENKER with information or a confirmation clearly showing that the goods which are subject to trade restrictions are admitted to exporting, or that an export approval is not required or has been obtained.
- 6.14 DB SCHENKER reserves the right to refuse to provide services and shall be exempt from any liability for such refusal if the bank which performs transactions relating to the contract refuses to carry out a transactions due to trade restrictions.
- 6.15 The Ordering Party shall comply with applicable legislation, including but not limited to the following Polish regulations: prawo o ruchu drogowym (Road Traffic Law), ustawa o drogach publicznych (Public Roads Act), rozporządzenie MPiPS w sprawie bezpieczeństwa i higieny pracy przy ręcznych pracach transportowych (regulation of the Ministry of Labour and Social Policy on occupational safety and health in manual transport works), which lay down, among other things, the principles of safety at work. In the case of any infringement on the aforesaid conditions, DB SCHENKER reserves the right to refuse to perform services and shall be exempt from any liability for such refusal. The Ordering Party shall indemnify DB SCHENKER against any liability which may arise in connection with the Ordering Party's infringement on the aforesaid conditions.

## **§7 Packaging**

- 7.1 Unless the Order specifies otherwise, the responsibility for preparing consignments and using packagings adapted to the given form of transport lies with the Sender.
- 7.2 Consignments sent by air transport should be packed in the manner applicable to the given transport process. Essentially, the packaging should:
- a. secure the consignment against any damage which may be caused by ordinary external forces throughout the transport process;
  - b. prevent access to the consignment's contents;
  - c. not pose threat to life and health and be safe to other consignments;
  - d. be additionally secured against damage if the packaging is the commercial packaging;
  - e. secure the consignment against the loss of its particular properties.
- 7.3 In the case of dangerous goods, the packaging should be appropriate to the consignment's

contents and meet the requirements set forth in IATA DGR or in ADR, depending on the means of transport to be used.

- 7.4 Consignments sent by air transport should be packed in the manner which permits security control or customs inspections. If the packaging fails to comply with the aforesaid conditions, DB SCHENKER shall have the right to refrain from further service provision and leave the consignment at the Ordering Party's disposal.
- 7.5 By placing the Order with DB SCHENKER, the Ordering Party acknowledges and accepts that in certain cases defined in applicable laws authorised governmental agencies, for instance customs authorities, authorities in charge of security control, and other authorities which perform duties relating to ensuring compliance with the law and security in air transport, shall have the right to issue binding instructions concerning consignment treatment or verification of its contents, which may impact, among other things, the condition and manner of consignment packaging as a result of performing the aforesaid agencies' instructions.
- 7.6 DB SCHENKER shall have the right to refrain from service provision if the packaging is inappropriate or if it fails to meet the conditions laid down in points 7.1, 7.2, 7.3 or 7.4. Any costs incurred by DB SCHENKER owing to the refrainment from service performance shall be borne by the Ordering Party.
- 7.7 The liability for the consequences of any damage resulting from inappropriate packaging of goods, their nature, or erroneous declarations of the contents shall be borne by the Ordering Party.

## **§8 Documents**

- 8.1 The Ordering Party or a Shipper designated by former shall provide DB SCHENKER or an entity designated by DB SCHENKER with any and all necessary documents relating to the transport of the consignment, including documents relating to customs clearance, and provide DB SCHENKER with any significant information necessary to render the service, including:
- a. in the case of air forwarding of dangerous goods, the Ordering Party shall provide any and all documents and information relating to the cargo, as required under the applicable version of IATA DGR, and shall report, document, and mark the consignment with the required information and labels in compliance with international conventions, using applicable codes, and pack the consignment in certified packaging, as required for consignments of the given type;
  - b. in the case of air forwarding using road transport, the Ordering Party shall provide any and all documents and information relating to the cargo, as required under the applicable version of ADR;
- in the case of carriage in a transport chain including air transport, the information required under the legislation referred to in the General Conditions and in specific provisions of ADR may be replaced by a transport document and information required under ICAO's Technical Guidelines provided that all

additional information required under ADR is also provided;

- c. in the case of carriage of dangerous goods by multimodal transport, the Ordering Party shall provide any and all documents and information relating to the cargo, as required under applicable regulations:
- if part of the transport is performed by sea, pertaining to the carriage of dangerous cargoes and pollutants which may pose a threat to humans or the maritime environment during transport by sea and have been classified in Chapter VII/2 of the SOLAS Convention and detailed in the IMDG Code, in Annex III to the MARPOL Convention, and in the BC Code; 2) "IMDG Code" shall mean the International Maritime Dangerous Goods Code (Official Journal of the Ministry of Infrastructure of 2002. No. 11, item 47, as amended) and specified in the Regulation of the Minister of Infrastructure of 3 April 2003 on the definition of principles pertaining to the carriage of dangerous goods by ships subject to the SOLAS Convention or any other regulations which may replace it in the future;
  - if part of the transport is performed by road, the applicable provisions of the Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) made in Geneva on 30 Sept. 1957 together with amended versions of Annexes A and B thereto and the Road Transport of Dangerous Goods Act of 19 Aug. 2011 (Journal of Laws of 2018, No. 169, as amended);
  - if part of the transport is performed by rail, the applicable Regulation concerning the International Carriage of Dangerous Goods by Rail (RID), which constitutes Annex C to the Convention concerning International Carriage by Rail (COTIF) made in Bern on 9 May 1980 (Journal of Laws of 2007, items 674 and 675, of 2009, item 1318, of 2011, items 804 i 805, and of 2015, item 1726), as amended after its entry in force with regard to the Republic of Poland and published in the relevant manner.
- d. In the event of a transport order that concerns strategic goods within the meaning of the Act of 29th November 2000 on foreign trade in goods, technologies and services of strategic importance to the security of the state and to maintain international peace and security (Journal of Laws No. 119 item 1250 of 2000 with subsequent amendments) and the Council Regulation (EC) no. 2021/821 of 20 May 2021 setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items (Official Journal of the EU L 206/1 of 11.06.2021 with subsequent amendments ) and while taking into account national and international mandatory acts specifying list of countries covered with sanctions and trade prohibitions , the service shall be provided on condition that the Ordering Party provides a copy of the export/import permit for the goods and that Schenker obtains a license to provide the services covered by the agreement (if such a license is required). Schenker also reserves the right to adjust the rates enumerated in the Agreement by other necessary costs connected with strategic goods handling. The Ordering Party is obliged to

provide the goods control number in compliance with the above provisions. Failure to provide the control number shall be deemed as the Ordering Party's declaration that the goods covered by the order are not strategic goods. The Client hereby states that it has no relationship with the persons or entities with whom business transactions are forbidden by Polish or international regulations, and that they are not placed on the list of entities with whom business transactions are forbidden by such regulations. If the above statement is untrue, or there are grounds to suggest the foregoing, DB SCHENKER is entitled to immediately discontinue the cooperation with the Client without any compensatory damages.

- e. if the Order includes DB SCHENKER's fulfilment of customs clearance, the Ordering Party shall provide any and all necessary documents, such as: clearance authorisation (power of attorney), commercial documents, BTI, and other documents require by the law and indicated by DB SCHENKER.

Schenker Sp. z o.o. shall fulfil customs clearance under the Regulations of Services Rendered by Schenker Sp. z o.o. Customs Agency, which available at DB SCHENKER's website: <https://www.dbschenker.com>.

- 8.2 DB SCHENKER shall not be required to verify whether the documents and information provided are precise, final, and true.
- 8.3 DB SCHENKER shall have the right to verify whether the consignment complies with the Ordering Party's declarations and whether it complies with the documentation provided by the Ordering Party, under which the transport document is to be issued.
- 8.4 If the consignment's parameters differ from the Ordering Party's declarations, DB SCHENKER shall have the right to unilaterally modify the relevant entries in the transport document concerning weight, dimensions, number of packages in the consignment, with the modifications being binding to the Ordering Party.
- 8.5 DB SCHENKER shall have the right to refrain from service provision within 30 days after Order acceptance if the consignment documentation fails to meet the conditions laid down in point 8.1. Any costs incurred by DB SCHENKER owing to the refrainment from service performance shall be borne by the Ordering Party.

### **§9 Marking of Consignments**

- 9.1 The Ordering Party or a Shipper designated by former shall properly mark the consignment for transportation. The consignment marking shall mean placing handling labels or imprints containing material handling information, such as:
  - a. package number and total quantity of packages;
  - b. number of bulk packages;
  - c. requirements as to a specific position during transport;

- d. requirements as to due care during transport or transshipment;
  - e. information as to the possibility of stacking packages.
- 9.2 Consignments containing goods which, due to their properties, must be carried in a specific position or which require due care during transport and transshipment, cannot be stacked, should be additionally marked with labels containing relevant handling symbols.
- 9.3 DB SCHENKER shall have the right to place additional markings and labels on the packages, as required by the law.
- 9.4 In the case of dangerous goods, the Sender shall select the right packaging and mark the consignment with relevant labels and captions, as required under IATA DGR or ADR. Any other forms of marking shall require separate arrangements.

### **§10 Setting the Price for the Service**

- 10.1 The price for services rendered by DB SCHENKER shall be set in Polish zlotys (PLN) or in foreign currencies in accordance with:
- a. current price lists of DB SCHENKER or price lists available at Connect4Air;
  - b. DB SCHENKER's quotation concerning air transport services, as delivered to the Ordering Party;
  - c. DB SCHENKER's bid submitted to the Ordering Party in a tender, a Request For Quotation, or a bid submitted electronically on the Ordering Party's bidding platform.
- 10.2 The price is always provided as a net amount, with the VAT to be added in accordance with applicable rates.
- 10.3 A price provided in DB SCHENKER's quotation or bid remains valid provided that:
- a. the actual departure of goods from the airport takes place prior to the expiry of DB SCHENKER's quotation or bid;
  - b. DB SCHENKER's quotation or bid does not include any other clauses regarding its validity.
- 10.4 If DB SCHENKER's quotation or bid expires due to causes referred to in point 10.3, DB SCHENKER reserves the right to submit a new quotation or resign from service provision without being liable for a service not rendered.
- 10.5 The price of air freight, unless it is included in the total amount for the service, shall be calculated based on the consignment's Chargeable Weight. The Chargeable Weight shall be the actual or volumetric weight of the consignment, depending on which one is greater. The volumetric weight shall be calculated by multiplying the consignment's volume in cubic meters by 167 kg (1m<sup>3</sup> = 167 kg).

Remuneration for other forwarding activities forming part of the quotation, unless it is included in the total remuneration for the service, shall be calculated based on the consignment's Chargeable Weight.

- 10.6 If the quotation includes variable elements which depend on the consignment's parameters (weight, dimensions) or on additional costs charged by airlines (fuel surcharge, security surcharge, etc.), the Ordering Party shall consent to having the final price calculated based on actual consignment's parameters and amounts of additional costs charged by airlines as on the day of issuing the airway bill.
- 10.7 If the price of the service is expressed in foreign currencies, for invoicing purposes it shall be converted in Polish zloty (PLN) in accordance with the sell rate published by mBank S.A. on the day preceding service provision, i.e.
- in export: date of departure from the dispatch airport
  - in import: date of arrival at the delivery airport.
- 10.8 If DB SCHENKER is required to incur any additional charges owing to particular characteristics and parameters of the consignment and not covered by the Ordering Party under the Order, or other charges introduced by particular states, parties to the transportation, where the obligation to pay them was not known during Order acceptance on a best efforts basis, then the price shall be modified by the amount of costs actually incurred by DB SCHENKER without the need to amend the quotation.
- 10.9 The Ordering Party shall settle payments in the currency in which the invoice is issued, to the currency account designated by DB SCHENKER.

#### **§11 Forms and Terms of Payments, Settlement Rules**

- 11.1 The Ordering Party shall receive from DB SCHENKER a Freight Credit specifying the payment term for invoices and credit notes issued by DB SCHENKER and determining the credit limit expressed in Polish zlotys (PLN). If the Ordering Party does not have the Freight Credit or has exceeded it, services shall be rendered after a prepayment.
- 11.2 Payment for services shall be settled by the Ordering Party within the term granted under the Freight Credit.
- 11.3 A payment shall be deemed done once the amount receivable has been credited on DB SCHENKER's account. Any delays with respect to the agreed term shall result in DB SCHENKER imposing statutory interest.
- 11.4 If the Ordering Party exceeds the limit set in the Freight Credit or failed to settle the payment within the term specified in the credit, DB SCHENKER shall have the right to refrain from service provisions, including services under performance, until the settlement of overdue receivables or payment of the amount which exceeds the limit.
- 11.5 The Ordering Party shall not have the right to set off any amounts due by DB SCHENKER from amounts due to DB SCHENKER.

## §12 Liability of Schenker sp. z o.o.

- 12.1 DB SCHENKER shall be liable as a forwarder in the case of damage to, loss or destruction of the goods if the event causing the damage took place during air transport or during the provision of other services, as well as for any damage caused by delayed carriage of goods.
- 12.2 Under no circumstances shall DB SCHENKER's liability exceed the liability of the actual carrier or the contractual carrier, in accordance with the transport contract and the Convention for the Unification of Certain Rules for International Carriage by Air made in Montreal on 28 May 1999 (Journal of Laws of 2007, No. 37, item 235), also referred to as the Montreal Convention. DB SCHENKER shall have the right to invoke any and all rights and limitations of liability which may be invoked by the actual or contractual carrier.
- 12.3 In the case of services other than the carrier's services defined in the Montreal Convention, the liability for damage for which DB SCHENKER is liable shall not exceed the double of the remuneration for the service in connection with which the damage occurred.
- 12.4 DB SCHENKER's liability shall cover the period of air transport unless DB SCHENKER undertook to perform additional services or such services were rendered in view of proper service provision. The air transport period shall not include carriage by land, sea, inland waters, railway outside the airport. In the event of carriage other than air transport, DB SCHENKER's liability shall be determined in line with the General Conditions applied by DB SCHENKER for the given mode of transport, which are available at DB SCHENKER's website: [www.dbschenker.com/pl-pl](http://www.dbschenker.com/pl-pl), and if such General Conditions are unavailable, in compliance with the mandatory rule of law applicable to the carrier in the case of the given mode of transport.
- 12.5 The liability for the entire DB SCHENKER**skybridge** service, including collection and delivery and the segment performed by sea and air, is regulated by the bills-of-lading conditions of DB SCHENKER**ocean**, which are available at DB SCHENKER's website: [www.dbschenker.com/pl-pl](http://www.dbschenker.com/pl-pl).
- Essentially, the Ordering Party acknowledges that DB SCHENKER**ocean** bill of lading shall be treated as a Combined Transport Document (CTD), while DB SCHENKER's liability shall depend on the transport segment where the damage occurred.
- 12.6 DB SCHENKER shall not be liable for any events caused by force majeure. In the event of force majeure, the forwarding service rendered for the Ordering Party shall be suspended for the duration of the force majeure circumstances.
- 12.7 The Ordering Party shall be responsible for the correctness of data and declarations concerning the goods which they or another entity acting on their behalf or for them (in particular, the Shipper) provides to DB SCHENKER. The Ordering Party shall be liable for any damage occurring to DB SCHENKER or any other person to whom DB SCHENKER is liable due to imprecision, incorrectness, or incompleteness of data and declarations provided by the Ordering Party or another entity. In particular, the Ordering Party shall compensate DB SCHENKER for any damage caused by:

- a. provision of incorrect, unclear, or incomplete information concerning the goods, improper packaging or labelling of the goods;
- b. improper loading onto or placing of goods in the transporting unit;
- c. harmful properties of the goods which DB SCHENKER could not have foreseen;
- d. errors committed by the Ordering Party which forced DB SCHENKER to pay customs duty, a tax, or provide a security.

12.8 The Ordering Party shall be liable for the actions of any person designated by them to participate in service provision, including but not limited to the actions or omissions of the Shipper or the Consignee, if the Ordering Party designated them to DB SCHENKER as service participants or if their participation results from the nature of the service.

12.9 In any case, DB SCHENKER's liability for a service they provide shall be limited to the actual damage (*damnum emergens*) without lost profits (*lucrum cessans*) and other indirect or consequential damage, regardless for the basis for the claim - contract (*ex contractu*) or tort (*ex delicto*), unless otherwise stipulated in the mandatory rule of law.

### **§13 Complaint Procedure**

13.1 Complaints shall be examined in accordance with the rules pertaining to DB SCHENKER's liability laid down in section 12 above.

13.2 Claims for damages may be asserted by any person authorised to manage the consignment (with a title to the delivery), i.e. the Ordering Party – until the consignment's arrival at the destination – and after the collection of the consignment – the Consignee, unless the Consignee refuses to accept it or is impossible to reach. If a complaint is submitted by a person unauthorised to manage it, they should enclose an assignment of rights under which they have the right to submit the complaint.

13.3 Complaints should be made as soon as possible, no later than within 14 days after the collection of the consignment if the damage is connected with a loss or damage to the consignment, or within 21 days after the collection of the consignment if the damage is due to delays in carriage.

13.4 The complaint (letter of complaint and documentation) should be sent to DB SCHENKER's Air Freight Office in which the Order was accepted.

13.5 The basis for initiating a complaint procedure is a letter of complaint specifying:

- a. name of the complaining entity or data of the complaining person;
- b. title for the complaint with substantiation, object of the complaint;
- c. the consignment's identifier assigned by DB SCHENKER or the type and number of the transport document;
- d. amount of the claim;



- e. gross weight of the damaged or lost consignment;
- f. current bank account number;
- g. signature of the complainant.

13.6 The following documents should be enclosed to the letter of complaint:

- a. transport document;
- b. commercial invoice or another document confirming the value of the consignment in compliance with the applicable law;
- c. packing list which constitutes an appendix to the commercial invoice, specifying the type of goods, number and weight of logistic units;
- d. cargo damage report, if drawn up;
- e. copies of SAD, if applicable;
- f. if the consignment was damaged: documents confirming the size and type of damage and possible mitigating steps;
- g. photographic documentation confirming the extent of damage together with time and date when the photographs were taken;
- h. assignment of rights if the complainant is not authorised to assert claims.

13.7 Unless otherwise agreed between the parties, the Ordering Party must secure the consignment until DB SCHENKER has made the decision regarding the admission or rejection of the claims.

13.8 DB SCHENKER shall examine complaints within 30 days after the submission of all necessary documents.

13.9 Having examined the complaint, DB SCHENKER shall notify the complainant of the conclusions in writing.

13.10 Submission of a complaint shall not authorise the Ordering Party to set off any amounts due by DB SCHENKER against the amounts due to DB SCHENKER.

13.11 During complaint examination, DB SCHENKER shall have the right, if they see so fit, to request that the owner of goods transfer the ownership title to DB SCHENKER and pay a compensation equal to the replacement value of the goods.

13.12 If the data used as the basis for calculating the compensation is expressed in a currency other than Polish zloty (PLN), the translation shall be based on the exchange rate published on the day preceding the day when the decision to pay the compensation was made.

13.13 The condition of the consignment shall be determined in accordance with the following rules:

- a. acceptance of goods without reservations shall entail a presumption that the goods were delivered in good condition and in line with the transport document;
- b. if the damage is found at the moment of accepting/ transferring the consignment, a damage report should be drawn up. Information concerning the drawing up of the damage report should be entered in the waybill;
- c. if the damage report has not been drawn up, it shall be presumed that the damage occurred due to causes attributable to the Ordering Party.

**§14 Data protection information clause**

In compliance with Article 13(1) and (2) of Regulation (EU) 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 repealing Directive 95/46/EC (General Data Protection Regulation), Schenker sp. z o.o. would like to inform you that:

1. The controller of the Ordering Party's personal data is Schenker sp. z o.o. with its registered office at ul. Żwirki i Wigury 16C, 02-092 Warsaw.
2. The Ordering Party's personal data will be processed for the following purposes and on the following legal bases:

<b>Purpose of data processing</b>	<b>Legal basis for data processing</b>
Conclusion and performance of the order/cooperation contract concluded between the Ordering Party and the Data Controller	Article 6(1)(b) of the GDPR (processing is necessary for the performance of a contract to which the data subject is party)
Handling complaints	Article 6(1)(b) of the GDPR (performance of a contract)
	Article 6(1)(c) of the General Data Protection Regulation (legal obligation)
Contacting the Ordering Party to measure the satisfaction of the controller's clients	Article 6(1)(f) of the General Data Protection Regulation (legitimate interests – building a positive image of the company)
Pursuing claims and taking debt collection measures	Article 6(1)(f) of the General Data Protection Regulation (legitimate interests – pursuing claims, taking debt collection measures)
Direct marketing (sending commercial information), including profiling	Article 6(1)(f) of the General Data Protection Regulation (legitimate interests – promoting goods and services offered by the controller)

3. The recipients of the Ordering Party's personal data may be companies providing carriage and loading services, postal services, customs agencies, consignment recipients, companies providing document and media destruction services, companies providing management and storage

services for documentary resources, companies providing legal and tax services as well as debt collection services, and also companies providing accounting services.

4. The Ordering Party personal data may be transferred to third countries (i.e. countries outside of the European Economic Area) and/or international organisations.
5. The retention period for the Ordering Party's personal data to be gathered by Schenker sp. z o.o. shall depend on the purpose for which the data is collected, in line with the following rules:
  - a. term of the cooperation agreement – in the case of data processing for the purpose of conclusion and performance of the order/cooperation agreement;
  - b. period of time necessary to examine a complaint – in the case of data processing for the purpose of handling complaints;
  - c. until the dispute is resolved / the parties have been settled, having regard to the relevant claim prescription dates – in the case of data processing for the purpose of pursuing claims and taking debt collection measures;
  - d. until the Ordering Party's objection – in the case of data processing for the purpose of measuring the satisfaction of the controller's clients and direct marketing (sending commercial information);
  - e. after the lapse of the periods indicated in points a) - d), for as long as legal regulations require data retention or until the prescription of potential claims.
6. In the context of personal data processing, the Ordering Party shall have the following rights:
  - a. right to request that the controller grant them access to their personal data, to rectify it and limit its processing;
  - b. right to data portability – in the case of data processing for the purpose of conclusion and performance of the cooperation agreement and handling complaints;
  - c. right to object – in the case of data processing for the purpose of measuring satisfaction and direct marketing (sending commercial information), including profiling;
  - d. right to obtain a copy of security measures at the address indicated in point 2, in the case of personal data transfer to a third country;
  - e. right to lodge a complaint with the supervisory authority (President of the Personal Data Protection Office), if they believe that processing of the Ordering Party's personal data violates the General Data Protection Regulation.
7. The provision of personal data by the Ordering Party is a condition for entering into a contract. Failure to provide data shall make it impossible to initiate or continue cooperation between the Ordering Party and the Data Controller. The provision of data for the other purposes specified in point 2 is voluntary but necessary for their achievement.

## §15 Final Provisions

- 15.1 If DB SCHENKER undertakes to carry a consignment defined in the Monitoring Road and Rail Transport of Goods System Act of 9 March 2017 together with executive regulations thereto or the legal document which may replace the above (further referred to as "Act"), the Ordering Party shall comply with the Act and DB SCHENKER's "Principles of Handling Consignments Subject to the Monitoring Road and Rail Transport of Goods System Act", which are available at DB SCHENKER's website: [www.dbschenker.com/pl-pl](http://www.dbschenker.com/pl-pl) and which form part of **these General** Conditions.
- 15.2 By placing and accepting the Order or concluding a contract in another form, DB SCHENKER and the Ordering Party conclude, for the term corresponding to the period of cooperation, a data processing agreement in line with the General Conditions defined in the Principles of Personal Data Processing between DB SCHENKER and the counterparty, which are available at DB SCHENKER's website: [www.dbschenker.com/pl-pl](http://www.dbschenker.com/pl-pl) and which form part of **these General** Conditions.
- 15.3 Any and all disputes arising in connection with the contract and provision of services by DB SCHENKER shall be examined by common courts with jurisdiction over DB SCHENKER's registered office.
- 15.4 The Ordering Party warrants that throughout the period of cooperation with DB SCHENKER they shall have continuous access to the internet and agrees to obtain the current version of the General Conditions and any other standard general conditions of service, standard price lists and fees, delivery timetables, regulations and information referred to in the General Conditions or not referred to therein but whose application stems from service provision, on their own, from the information published at DB SCHENKER's website: [www.dbschenker.com/pl-pl](http://www.dbschenker.com/pl-pl). DB SCHENKER declares that any amendment to the aforesaid documents which may impact the scope of the Ordering Party's rights shall not enter in force earlier than at least 30 days after their publication at [www.dbschenker.com/pl-pl](http://www.dbschenker.com/pl-pl) and that they shall, on each occasion, place information concerning the date of entry in force on their website. In the event of any modifications at the aforesaid website, the information concerning entry in force provided at the website shall be deemed binding, with the information, if any, sent to the Ordering Party by letter or by e-mail being treated purely as additional information.
- 15.5 Any deviations from the General Conditions shall be null and void unless made in writing. The written form shall also include the electronic form, including electronic mail. Any references to the written form in the General Conditions shall be deemed as reserved under the pain of nullity.
- 15.6 The Ordering Party consents to receiving commercial information from DB SCHENKER through traditional mail or means of electronic communication, including e-mail, to the address(es) used by the Ordering Party in commercial relations. The Ordering Party consents to having their addresses, including e-mail addresses, entered in DB SCHENKER's database

and consents to having those addresses used for direct marketing of DB SCHENKER's products of services.

- 15.7 The Ordering Party shall have the right to withdraw their consent to receiving commercial information by sending a relevant written statement to DB SCHENKER's registered office: Schenker sp. z o.o. ul. Żwirki i Wigury 16C, 02-092 Warsaw.