

**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 for contracts concluded from 1 January 2022, introduced by the  
regulation of the Director of Land Business of 01.07.2022**

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: 527-010-38-24, 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 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 single Waybill or a Dispatch Confirmation or an Address Label from one Consignor to one Consignee.
2. CONSIGNOR - 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 Consignor, 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 consignees being specified in detail.
7. PAYER - the Consignor, 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 - all standard price lists placed on the website [www.dbschenker.pl](http://www.dbschenker.pl) or agreed individually, except for the Table of Fees and Additional Services.
9. TABLE OF 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 constitute the confirmation of its dispatch, the course of its transport and delivery. The document may be an electronic transmission (hereinafter referred to as "electronic form"), a computer printout or other document containing the data specified in the Transport Law. As agreed between DB SCHENKER and the Orderer, the following shipping documents shall be used:
  - a. WAYBILL - a shipping document signed by the Consignor from a single Consignor to a single Consignee in which the Consignor among other things provides: consignment shipping address, consignment collection address, name of goods, types of protection, number, type as well as dimensions 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 (e.g.: Address Label, Dispatch Confirmation, Delivery Confirmation)
  - b. ADDRESS LABEL - a shipping document affixed to the consignment from a single Consignor to a single Consignee in which the Consignor 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 with the content specified by DB SCHENKER, issued and signed by the Consignor during the sending of the consignment, as a confirmation of its 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., a 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 (a pallet, box, basket, container, etc.), which, according to DB SCHENKER's opinion, has a structure enabling its safe and damage-free handling by mechanical means (e.g., forklift trucks) by a single 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 dimensions 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's 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's outside edges: the longest dimensions of 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 Table of 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.
  21. EUR or EPAL PALLET (hereinafter referred to as the "Pallet") - a transport unit referring solely to non-damaged pallets marked legally with the EUR or EPAL trademark (flat wooden pallets, sized 800 mm x 1200 mm) conforming to the UIC code 435 or the European standard EN 13698-1 or the standard replacing it, marked legally with the EUR or EPAL trademark (for EPAL pallets without the EUR mark for pallets manufactured after 31 July 2013). To assess pallet conformity to the said standards, the current "Pallet Assessment Sheets", available at <http://www.uic-eur.pl/> (for EUR pallets) or at <http://epal.org.pl/> (for EPAL pallets) or on websites indicated on DB SCHENKER website ([www.dbschenker.pl/](http://www.dbschenker.pl/)), which take priority over any other websites, are used.
  22. NON-CONFORMITY/CHANGE REPORT - a document specifying any discovered

loss, damage or non-conformities of the actual parameters or quantity of Consignments or Pallets with the Shipping Document. Two copies of the Non-conformity/Change Report are required, signed by the representative of DB SCHENKER and the Consignor or the Consignee, considering the Transport Law.

### § 3

#### Transport Services Offered by DB SCHENKER

1. DB SCHENKER**system** or DB SCHENKER**system premium** - 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 - 8.99 MPAL to be valued;
  - b. Maximum volume of a consignment - 18.99 m<sup>3</sup>;
  - c. Maximum actual weight of a consignment - 4,999 kg
  - d. Maximum length of a logistic unit - 4.0 m;
  - e. Maximum width of a logistic unit - 2.2 m;
  - f. Maximum height of a logistic unit - 2.2 m;
  - g. Maximum volume of a logistic unit adapted to mechanical reloading - 5.0 m<sup>3</sup>;
  - h. Maximum actual weight of a logistic unit adapted to mechanical reloading - 1,500 kg, subject to §3 section 5f.
  - i. Maximum volume of a logistic unit not adapted to mechanical reloading - 0.2 m<sup>3</sup>;
  - j. Maximum actual weight of a logistic unit not adapted to mechanical reloading - 30 kg (in exceptional cases, when agreed by DB SCHENKER - 50 kg);
  - k. Maximum number of logistic units not adapted to mechanical reloading in a consignment - 5 pcs.

The goods placed on a transport medium should not stick out from its outside edges. Requirements for the preparation of groupage consignments for shipment by the Consignors are defined in "DB SCHENKER rules for the standard preparation of palletized and non-palletized groupage 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. The following products are available through groupage distribution services:

- 2.1. DB SCHENKER**system** is a shipment transport service with an estimated delivery time presented plus one day in relative to the Schedule of Deliveries published on the DB SCHENKER website [www.dbschenker.pl](http://www.dbschenker.pl).
  - 2.2. DB SCHENKER**system premium** is a transport service for consignments with delivery as soon as possible, in accordance with the Schedule of Deliveries available on the DB SCHENKER website [www.dbschenker.pl](http://www.dbschenker.pl)
    - 2.2.1. Within the scope of DB SCHENKER**system premium** product, the restrictions presented in the Schedule of Deliveries published on the DB SCHENKER website [www.dbschenker.pl](http://www.dbschenker.pl) are in force.
    - 2.2.2. In the case of ordering a DB SCHENKER**system premium** service, if DB Schenker finds out that the consignment does not meet the parameters specified in the order or that other data enabling timely delivery of consignments has not been provided, DB SCHENKER reserves the right to refuse to provide the service or to provide another service, at its own discretion, without a guarantee of delivery in the shortest possible period of time, preserving the right to remuneration as for the completed DB SCHENKER**system**, DB SCHENKER**part load**, DB SCHENKER**full load** or another service selected by DB Schenker.
3. DB SCHENKER**part load** - 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 9.00 to 24.00 MPAL to be valued;
  - b. Volume of a consignment from 19.00 to 55.00 m<sup>3</sup>;
  - c. Maximum length of a logistic unit - 4.0m;
  - d. Maximum width of a logistic unit - 2.4m;
  - e. Maximum height of a logistic unit - 2.4m;
  - f. Actual weight of a consignment from 5,000 kg to 15,000 kg.
  - g. There must be a possibility of organizing a direct transport of such a consignment (excluding terminals) from the Consignor 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 load capacity of 24 tons (permissible laden weight of 42 tons). The consignment is transported together with other consignments of DB SCHENKER Customers.
4. DB SCHENKER **full load** - 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 Consignor 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 load capacity of 24 tons (permissible laden weight of 42 tons).
5. In respect of the DB SCHENKER **system**, DB SCHENKER **system premium**, DB SCHENKER **part load** and DB SCHENKER **full load** services, the following rules for the provision of services shall apply:
- a. The collection of a consignment from the Consignor 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** and DB SCHENKER **system premium** performed by the Consignor 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 **part load or SCHENKER full load** performed by the Consignor 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 and the capacity of a given pallet are specified by relevant standards, however 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 Consignor 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 on 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 Friday 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 carried out using dedicated transport (excluding terminals);
  - on Saturdays and on days preceding non-working days, these consignments are not accepted for transport.
  - the principles presented above do not apply to consignments containing dangerous materials dispatched in limited (LQ) or excluded (EQ) quantities.
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 Value Added Services and Additional Fees.

#### § 4

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

1. **PREMIUM10** - an additional service consisting in delivery of a DB SCHENKER **system premium** 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). In case of a failure to deliver the consignment by 10 a.m. for reasons not attributable to DB SCHENKER, DB SCHENKER retains the right to remuneration for the "premium10" service. In case of a failure to deliver the consignment by 10 a.m. for reasons attributable to DB SCHENKER, provided that the consignment has been delivered in accordance with DB SCHENKER's Schedule of Deliveries, DB SCHENKER retains the right to freight as for DB SCHENKER **system premium** service.
2. **PREMIUM13** - an additional service consisting in delivery of a DB SCHENKER **system premium** consignment by 1 p.m. (13:00 hours) 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). In case of a failure to deliver the consignment by 1 p.m. for reasons not attributable to DB SCHENKER, DB SCHENKER retains the right to remuneration for the "premium13" service. In case of a failure to deliver the consignment by 1 p.m. for reasons attributable to DB SCHENKER, provided that the consignment has been delivered in accordance with DB SCHENKER's Schedule of Deliveries, DB SCHENKER retains the right to freight as for DB SCHENKER **system premium** service.
3. **DELIVERY TIME GUARANTEE**- an additional service consisting in the fact that in the event that, for reasons attributable to DB SCHENKER, a consignment cannot be

delivered on a specified delivery date despite meeting the conditions specified for the DB SCHENKER **system premium** product, the price of the transport service, at the prior request of the Orderer, submitted within 2 months from the date of placing the goods at the disposal of the consignee, shall be reduced to PLN 1 net. The reduction of the freight amount to the net amount of PLN 1 shall exhaust the claim of the complainant to DB SCHENKER for failure to provide the service within the assumed time limit. The guarantees referred to above shall not apply in the case of transport of dangerous consignments DGS (ADR).

4. FIX DAY - an additional service consisting in delivery of a DB SCHENKER **system** consignment on a specified working day (except Saturdays and non-working days according to DB SCHENKER's work schedule). The delivery date should be indicated in the order and must be within the period of one to three working days in relation to the Schedule of Deliveries for DB SCHENKER **system premium** consignments. In case of a failure to deliver the consignment on a specific working day for reasons not attributable to DB SCHENKER, DB SCHENKER retains the right to remuneration for the "fix day" service. In case of a failure to deliver the consignment on a specific date for reasons attributable to DB SCHENKER, DB SCHENKER retains the right to freight as for DB SCHENKER **system** service.

If the delivery process requires storing the consignment at the DB SCHENKER terminal for more than 3 working days, then DB SCHENKER shall be entitled to charge a fee for storing the consignment.

Fix day service cannot be provided for shipments containing dangerous goods (ADR).

5. FIX DAY10 - an additional service consisting in delivery of a DB SCHENKER **system** consignment by 10 a.m. on a specified working day (except Saturdays and non-working days according to DB SCHENKER's work schedule). The delivery date should be indicated in the order and must be within the period of one to three working days in relation to the Schedule of Deliveries for DB SCHENKER **system premium** consignments. In case of a failure to deliver the consignment on a specific working day for reasons not attributable to DB SCHENKER, DB SCHENKER retains the right to remuneration for the "fix day10" service. In case of a failure to deliver the consignment by 10 a.m. on a specific date for reasons attributable to DB SCHENKER, DB SCHENKER retains the right to freight as for DB SCHENKER **system** service.
6. FIX DAY13 - an additional service consisting in delivery of a DB SCHENKER **system** consignment by 1 p.m. (13:00 hours) on a specified working day (except Saturdays and non-working days according to DB SCHENKER's work schedule). The delivery date should be indicated in the order and must be within the period of one to three working days in relation to the Schedule of Deliveries for DB SCHENKER **system premium** consignments. In case of a failure to deliver the consignment on a specific working day for reasons not attributable to DB SCHENKER, DB SCHENKER retains the right to remuneration for the "fix day13" service. In case of a failure to deliver the consignment by 1 p.m. on a specific date for reasons attributable to DB SCHENKER, DB SCHENKER retains the right to freight as for DB SCHENKER **system** service.
7. FIX DAY TO BE AGREED - an additional service consisting in delivery of a DB SCHENKER **system** consignment on a working day specified by the consignee (except Saturdays and non-working days according to DB SCHENKER's work schedule). DB SCHENKER shall contact the consignee in order to determine the delivery date. The Orderer is obliged to provide the contact details of the consignee. The delivery date must be within the time period of one to three working days in relation to the Schedule of Deliveries for DB SCHENKER **system** consignments. In case of a failure to deliver the consignment on a specific working day for reasons not attributable to DB SCHENKER, DB SCHENKER retains the right to remuneration for the "fix day to be agreed" service. In case of a failure to deliver the consignment on a

day specified by the consignee for reasons attributable to DB SCHENKER, DB SCHENKER retains the right to freight as for DB SCHENKER **system** service.

8. FIX DAY PICK UP - an additional service consisting in collection of a DB SCHENKER **part load** or DB SCHENKER **full load** consignment on a specific working day (except Saturdays and non-working days according to DB SCHENKER's work schedule). The date for collection from the Consignor in the Fix Day pick up option must be at the earliest two working days since submission of the order. Fix Day pick up and Fix Day delivery cannot be booked together for the same consignment. Fix Day pick up does not include DB SCHENKER's obligations concerning hourly intervals for collection at the Consignor's in the time period indicated in the definition. In case of a failure to collect the consignment from the Consignor on a specific working day for reasons not attributable to DB SCHENKER, DB SCHENKER retains the right to remuneration for the "fix day pick up" service. In case of a failure to collect the consignment from the Consignor on a day specified by the consignee for reasons attributable to DB SCHENKER, DB SCHENKER retains the right to freight as for DB SCHENKER **part load** or DB SCHENKER **full load** service.

Fix day pick up service cannot be provided for shipments containing dangerous goods (ADR).

9. FIX DAY DELIVERY - an additional service consisting in delivery of a DB SCHENKER **part load** or DB SCHENKER **full load** consignment on a specific working day (except Saturdays and non-working days according to DB SCHENKER's work schedule). The delivery date in the Fix Day delivery option may not be earlier or the same in relation to the Schedule of Deliveries for a given range of postal codes. The Schedule of Deliveries is available at [www.dbschenker.pl](http://www.dbschenker.pl). Fix Day delivery does not include DB SCHENKER's obligations concerning hourly intervals for delivery in the time period indicated in the definition. In case of a failure to collect the consignment from the Consignor on a specific working day for reasons not attributable to DB SCHENKER, DB SCHENKER retains the right to remuneration for the "fix day delivery" service. In case of a failure to deliver the consignment on specific date consignee for reasons attributable to DB SCHENKER, DB SCHENKER retains the right to freight as for DB SCHENKER **part load** or DB SCHENKER **full load** service.

Fix day delivery service cannot be provided for shipments containing dangerous goods (ADR).

10. TIME WINDOW PICK UP - an additional service consisting in collection from the Consignor of DB SCHENKER **part load** or DB SCHENKER **full load** consignments enabling the selection of a specific time window for the collection of the consignment, between 09:00 and 12:00 hours referred to as "morning" or between 13:00 and 16:00 hours referred to as "afternoon" (except Saturdays and non-working days according to DB SCHENKER's work schedule) in areas listed in the Schedule of Deliveries posted on the DB SCHENKER website [www.dbschenker.pl](http://www.dbschenker.pl). In case of a failure to collect the consignment from the Consignor on a specific working day for reasons not attributable to DB SCHENKER, DB SCHENKER retains the right to remuneration for the service. Time window pick up and Time window delivery cannot be booked together for the same consignment.

Time window pick up service cannot be provided for shipments containing dangerous goods (ADR).

11. TIME WINDOW DELIVERY - an additional service consisting in delivery of a DB SCHENKER **part load** or DB SCHENKER **full load** consignment enabling the selection of a specific time window for the collection of the consignment, between 09:00 and 12:00 hours referred to as "morning" or between 13:00 and 16:00 hours referred to as "afternoon" on working days (except Saturdays and non-working days



according to DB SCHENKER's work schedule) in areas listed in the Schedule of Deliveries posted on the DB SCHENKER website [www.dbschenker.pl](http://www.dbschenker.pl). In case of a failure to deliver the consignment for reasons not attributable to DB SCHENKER, DB SCHENKER retains the right to remuneration for the service. Time window pick up and Time window delivery cannot be booked together.

Time window delivery service cannot be provided for shipments containing dangerous goods (ADR).

12. DELIVERY BETWEEN 4 p.m. and 10 p.m. – an additional service consisting in delivery of a DB SCHENKER **system** consignment between 4 p.m. and 10 p.m. on a working day (except Saturdays and non-working days according to DB SCHENKER's work schedule) in the areas listed in the Schedule of Deliveries posted on the DB SCHENKER website [www.dbschenker.pl](http://www.dbschenker.pl). In case of a failure to deliver the consignment between 4 p.m. and 10 p.m. for reasons not attributable to DB SCHENKER, DB SCHENKER retains the right to remuneration for the "Delivery between 4 p.m. and 10 p.m." service. Within the scope of the service, the SMS Pre-Notice service is provided without additional fee. In case of a failure to deliver the consignment after 4 p.m. for reasons attributable to DB SCHENKER, DB SCHENKER retains the right to freight as for DB SCHENKER **system** service.
13. DELIVERY ON SATURDAY – an additional service consisting in delivery of a DB SCHENKER **system**, DB SCHENKER **system premium**, DB SCHENKER **part load** or DB SCHENKER **full load** consignment on Saturday (except non-working days according to the DB SCHENKER work schedule) in the areas listed in the Schedule of Deliveries posted on the DB SCHENKER website [www.dbschenker.pl](http://www.dbschenker.pl). In case of a failure to deliver the consignment on Saturday for reasons not attributable to 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. The "Delivery on Saturday" service cannot be combined with the fix day, fix day10, fix day13, fix day to be agreed services.
14. SAME DAY COLLECTION- an additional service consisting in the delivery of DB SCHENKER **part load** or DB SCHENKER **full load** consignments with the date of pick-up of goods on the day of order placement. This option is available only after prior arrangements with Schenker.
15. CASH ON DELIVERY (COD) – an additional service consisting in collecting by the driver from the Consignee of the DB SCHENKER **system** or DB SCHENKER **system premium** service of the remuneration due for the goods as declared in the order by the Consignor and passing it on the Orderer by a bank transfer to the indicated bank account. The service is only provided to the Orderers who have concluded a written agreement with DB SCHENKER.
  - a. 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 Consignor 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 PLN 8,000, and in case of higher amounts, up to PLN 50,000, 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.

- b. The amount of cash on delivery may not exceed PLN 8,000 for all consignments sent on a given day from one Consignor and delivered to one Consignee.
  - c. 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.
  - d. DB SCHENKER shall only execute the COD instructions in connection with and as part of the carriage service.
  - e. DB SCHENKER shall not execute COD instructions in the case of an instruction for self-collection of a Shipment from a DB SCHENKER terminal, because of the principle that COD instructions are executed exclusively by drivers during the delivery of the Shipment to the Consignee. In the case of such COD instruction, DB SCHENKER reserves the right not to execute the COD service and thus not to release the Shipment without any consequences resulting therefrom, unless the amount covered by the COD instruction is paid to a DB SCHENKER account prior to collection, or the entity entitled to administer the Shipment gives DB SCHENKER an instruction to cancel the COD service.
  - f. DB SCHENKER's liability for performance of the COD instructions is always limited to the amount of actual damage incurred by the injured party not exceeding the amounts specified in the COD instruction.
16. PAYMENT FOR THE CONSIGNMENT BY CONSIGNEE - an additional service consisting in assigning the amounts due to DB SCHENKER connected with the transport of the consignment to the Consignee. The payable amount is determined according to the price list of the Payer (for the Consignee who has concluded an agreement with DB SCHENKER) or the Freight Table, 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).
17. RETURN OF CONFIRMED DOCUMENTS:
- a. RETURN OF 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 Consignor, obtaining a confirmation thereof from the Consignee in their content, sharing them by electronic means and finally archiving them.

As part of the service, the confirmed documents are made available to the Consignor 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 **part load** and DB SCHENKER **full load** consignments generally 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 provision of the e-ROD service, including archiving the original documents, approves of their destruction as at the deadline specified in the previous sentence.

- b. RETURN OF 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 Consignor, obtaining a confirmation thereof from the Consignee in their content, sharing them by electronic means and then returning the originals of the confirmed documents to the Orderer.

As part of the services, the confirmed documents are made available to the Consignor 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 SCHENKER **part load** and DB SCHENKER **full load** consignments generally 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. ARCHIVE SEARCHING AND RETURNING ORIGINAL DOCUMENTS - a service consisting in searching in the archives and returning the original confirmed documents to the Orderer against a fee. The originals of confirmed documents are sent to the Orderer by courier 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 Consignor specifies names and number of documents subject to the service in the shipping document being the basis of the consignment transport.
  - the documents were placed by the Consignor 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 Consignor 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.

#### 18. PALLET EXCHANGE SERVICE - SYSTEM 1:1

18.1. Within the framework of the service System 1:1 DB SCHENKER offers the Orderer the return of Pallets shipped to the Consignee of the Consignment, in the number returned to DB SCHENKER by the Consignee upon delivery of the Consignment to the Consignee and marked as returned only on the basis of the Pallet clause - a record which is part of the Information on transport medium included in the Shipping Document, in which the Consignee is obliged to fill in the number of Pallets returned upon delivery of the Consignment and obtain the relevant signatures of the Consignee and the DB SCHENKER driver (hereinafter the Pallet clause). Sample of Pallet clauses in the Shipping Document are presented and explained on DB SCHENKER's website [www.dbschenker.pl](http://www.dbschenker.pl).

18.2. The Pallets to be returned by DB SCHENKER shall come from the pool of Pallets available at the DB SCHENKER branch in the territory of which the seat of the Consignor's organisational unit is situated, from which the Consignment was dispatched. Pallets in the pool of DB SCHENKER are not subject to separate sorting into EUR pallets or EPAL pallets as part of return, regardless what type of Pallets was sent by the Consignor to the Consignee of the Consignment.

18.3. The prerequisite for the provision of the service System 1:1 is the completion and signing by DB SCHENKER and the Orderer of a Registration Card (where DB SCHENKER specifies, inter alia, the details of the Orderer, the competent DB SCHENKER branch, the location of the dispatch/return of the Pallets) and the assignment by DB SCHENKER to the Orderer of a Pallet Number to identify the location of the dispatch/return of the Pallets (hereinafter Pallet Number). The parties shall sign a separate Registration Card for each location of dispatch/return of Pallets concluded in two equally binding counterparts, each for either Party. A Pallet Number will automatically expire if 1 calendar year has elapsed since the last recorded Consignment on Pallets of the provided System 1:1 service assigned to that Pallet Number. In the event of actual cessation of cooperation, DB Schenker may cancel the Registration Card at an earlier date. In such circumstances, the Parties will be obliged to settle their obligations under the Pallet Balance on the normal terms described in clauses 18.14 to 18.17.

18.4. The Orderer shall inform and oblige the Consignors with whom it works to comply with the terms of the System 1:1 service. The Orderer, who is not the Consignor but has entered into the System 1:1 on its behalf for the Consignor, is liable as for his own action or omission, for compliance with the terms of service by the Consignor involved in the transport process. DB SCHENKER may make the provision of services dependent on the conclusion of a System 1:1 directly by the Consignor.

- 18.5. The fee for the pallet exchange service System 1:1 shall be paid by the payer of transport services in the same term as the term of payment of the invoice for transport services. The fee amount is specified on the Registration Card.
- 18.6. The basis for issuing VAT invoices for the pallet exchange service System 1:1 shall be the Pallet Balance understood as the total of Pallets sent by the Orderer and Pallets returned by DB SCHENKER or the Consignees for a given calendar month (hereinafter "Pallet Balance"). Information on the state of Pallet Balance is sent to each Orderer once a month to the e-mail address provided by the Orderer in the order or as seen in DB SCHENKER's systems. The balance with an update at the last day of the calendar month is assumed for settlements.
- 18.7. The document confirming the movement of Pallets between the Consignor and the Consignee in System 1:1 is the Shipping Document, taking into account possible corrections resulting from the Shipping Documents or the Deviations/Variations Report drawn up by DB SCHENKER
- 18.8. Pallets may be exchanged and returned in the System 1:1 on the following conditions:
- preparation and release by the Consignor of the Consignment on undamaged and original Pallets,
  - the Consignor shall supplement Information on transport medium in the Shipping Document by indicating the Orderer's Pallet Number and the actual number of Pallets shipped under the Consignment and the Consignor shall insert a Pallet clause in the Shipping Document, in which the Consignee is obliged to fill in the number of Pallets returned upon delivery of the Consignment and obtain relevant signatures.
- 18.9. If at least one of the conditions of clause 18.8 is not fulfilled, DB SCHENKER has no obligation to accept the Consignment for transport and assumes in this respect no liability or other negative consequences.
- 18.10. The absence of an entry regarding the number of Pallets returned by the Consignee at the time of delivery of the Consignment in the Pallet clause shall be equivalent to the failure of the Consignee to replace the Pallets. DB SCHENKER shall not be liable to the Orderer for Pallets not returned by the Consignees.
- 18.11. If the DB SCHENKER driver discovers any irregularities regarding:
- discrepancies between the actual number of Pallets and the number declared by the Consignor in the Shipping Document,
  - state of damage to the Pallets to a degree disqualifying the transport of the Consignment,
  - non-compliance of Pallets with standard or norms.

The Consignor is obliged to replace the questioned pallets, permanently paint over the EUR or EPAL marks on the questioned pallets and correct in the Shipping Document or Deviation/Variation Report, in the presence of the DB SCHENKER driver, the number of Pallets to be returned written in the Shipping Document. Such



record must be confirmed by the signature of both parties on each copy of the Shipping Document or Deviation/Variation Report. Pallets with painted EUR or EPAL marks are considered as one-way pallets and do not participate in the System 1:1. Non-compliance with any of the above obligations entitles the DB SCHENKER driver to refuse to accept the Consignment for transport, which will not be considered as a failure to perform or improper performance of the service. DB SCHENKER shall not be liable for damages resulting from a refusal to accept a Consignment for transport.

18.12. The Orderer shall require the Consignees that it cooperates with to comply with the System 1:1 rules for the return of Pallets, in which:

- a) The Consignee is obliged to complete the Pallet clause and obtain appropriate signatures,
- b) During delivery of the Consignment, the Consignee is obliged to return the number of Pallets as stated in the Information on transport medium in the Shipping Document,
- c) The Consignee, disputing the number of Pallets accepted during the receipt of the Consignment, is obliged to note any reservations as to the quality of the Pallets and the number of Pallets accepted in the Information on transport medium in the presence of the driver of DB SCHENKER, to put a legible signature and to obtain the signature of the driver of DB SCHENKER. In such case, the Consignee shall be obliged to return such number of Pallets as has not been disputed.
- d) Pallets questioned by the Consignee shall remain in Consignee's stock.

18.13. The Orderer is obliged to confirm DB SCHENKER Pallet Balance in writing or by e-mail within 14 days from the date of receipt of the Pallet Balance from DB SCHENKER. In case that the Pallet Balance is not confirmed in accordance with the terms specified in the preceding sentence, the Parties agree that the Orderer has unanimously (i.e. without any reservations) confirmed the Pallet Balance sent by DB SCHENKER. If the Orderer fails to raise reservations in writing within 14 days of receipt of the Pallet Balance, it loses the right to pursue claims against DB SCHENKER arising from any inaccuracies of the Pallet Balance.

18.14. If the information about the state of Pallet Balance indicates that the Orderer is obliged, at its own expense, to return the Pallets, this shall mean that the return of the Pallets shall be made to the DB SCHENKER branch in the territory of which a relevant dispatch/receipt location address of Pallets is situated, of the Orderer obliged to return the Pallets within 20 days of receipt of the Pallet Balance.

18.15. The Orderer shall bear the costs of Pallet carriage if their receipt takes place from another entity (the manufacturer of pallets, the seller of pallets, pallet repair facility).

18.16. Failure to settle the liabilities arising from the Pallet Balance sent in accordance with clause 18.14 shall form the basis for issuing a VAT invoice by DB Schenker to the Orderer obliged to return the Pallets acc. to the value equal to the product of the missing Pallets and the pallet fee for non-payment of pallet commitments to DB Schenker as stipulated in the TOUD. The amount of Orderer's liabilities shall be paid within 14 days of issuing the invoice by DB SCHENKER.

- 18.17. If the information about the state of Pallet Balance indicates that Pallets are due to the Orderer, then the Orderer is entitled to demand the delivery of the missing Pallets from DB SCHENKER and DB SCHENKER is entitled to release itself from this obligation by returning the value of the Pallets at a price agreed upon by the parties. The notification of the obligation to deliver the Pallets shall be submitted by the Orderer to the DB SCHENKER branch in the territory of which the seat of the Orderer's organisational unit is situated, from which the Consignment has been sent. The delivery of Pallets due takes place at no additional fee for carriage, if it can be coordinated with the delivery/receipt of a Consignment or if at least 200 Pallets are delivered on a one-off basis. Otherwise, the cost of delivery to an eligible Orderer shall be calculated according to prices provided for the carriage of the Consignment.
- 18.18. The DB SCHENKER driver is under no obligation to verify the number, condition and quality of the Pallets under the Consignment sent by the Consignor. The acceptance of the Consignment for carriage does not constitute a confirmation by the driver DB SCHENKER of the accuracy of the data provided by the Orderer in connection with the order for performance of the service, including the Pallets to be shipped under the System 1:1. Verification of Pallets may take place during any stage of carriage, including receipt of the Consignment by the Consignee.
- 18.19. In the case of refusal of acceptance of the Consignment by the Consignee due to questioning of the pallet under the Consignment as not conforming to the standard or norms, the Consignment will be returned together with the questioned pallet to the Consignor at the cost of the Orderer.
- 18.20. The Orderer declares that the pallets that it (as well as entities for which it is responsible) placed on the market under the System 1:1 are original Pallets and that it is aware of the contents of Articles 305 and 306 of the Act of 30 June 2000 Industrial Property Law (consolidated text Journal of Laws of 2003, No. 119 item 1117 as amended). The Orderer (including entities for which it is responsible) is obliged to repair any damage caused to DB Schenker by the introduction of pallets inconsistent with standard or norms .
19. **COLLECTION ORDER** - an additional service consisting in collecting the consignment for transport from the Consignor not being the Orderer or from a place other than the Orderer's standard 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 Consignor 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** and DB SCHENKER **part load** consignments. The service is not available for DB SCHENKER **system premium**.
20. **CARRY IN SERVICE (DB SCHENKER **system**, DB SCHENKER **system premium**)** - 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 tons;
- c. the consignment does not contain 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 prevent 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 Occupational Health and Safety Regulations for manual transport work and must not exceed 200 meters.

- 21. E-MAIL PRE-NOTICE 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 against DB SCHENKER.
- 22. SMS PRE-NOTICE 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. Optionally, 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 mobile phone number. Information on the possible date delivery of the consignment included in the text message is given for information purposes 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 against DB SCHENKER.
- 23. PHONE PRE-NOTICE 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 been performed 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 is 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 against DB SCHENKER.
- 24. E-MAIL PRE-NOTICE PICK UP - an additional service for DB SCHENKER **part load** and DB SCHENKER **full load** consisting in sending to the Consignor an e-mail message together with information about possible collection of consignment from the Consignor. This service is provided automatically if the Orderer provides the e-mail address of the Consignor. The information about a possible date of consignment collection contained in the e-mail message is provided for information purposes only

and does not guarantee that the date and time of the collection will be met and the absence of notification for technical reasons cannot be grounds for any claims against DB SCHENKER.

25. SMS PRE-NOTICE PICK UP - an additional service for DB SCHENKER **part load** and DB SCHENKER **full load** consisting in sending to the Consignor an SMS message together with information about possible collection of consignment from the Consignor. The service is provided automatically if the Orderer provides the telephone number of the Consignor. The information about a possible date of consignment collection contained in the SMS message is for information purposes only and does not guarantee that the date and time of the collection will be met and the absence of notification for technical reasons cannot be grounds for any claims against DB SCHENKER.
26. PHONE PRE-NOTICE PICK UP - an additional service for DB SCHENKER **part load** and DB SCHENKER **full load** consisting in DB SCHENKER's telephone contact with the Consignor before collecting the consignment from the Consignor. The telephone contact is performed by a DB SCHENKER employee or subcontractor on the day of possible collection of consignment from the Consignor. The service shall be deemed performed after three attempts to call the Consignor to the telephone number indicated in the service order. The service can be used if the telephone number of the Consignor was provided by the Orderer. The information about a possible date and time of consignment collection provided by DB SCHENKER is for information purposes only and does not guarantee that the date and time of the collection will be met and the absence of notification for technical reasons cannot be grounds for any claims against DB SCHENKER.
27. E-MAIL PRE-NOTICE DELIVERY - an additional service for DB SCHENKER **part load** and DB SCHENKER **full load** consisting in sending to the Consignee an e-mail with information about a possible delivery of the consignment. The service is provided automatically if the Orderer provided the e-mail address of the Consignee. The information about a possible date of delivery of consignment contained in the e-mail message is for information purposes only and does not guarantee that the date of the collection will be met and the absence of notification for technical reasons cannot be grounds for any claims against DB SCHENKER.
28. SMS PRE-NOTICE DELIVERY - an additional service for DB SCHENKER **part load** and DB SCHENKER **full load** consisting in sending to the Consignee an SMS message with information about a possible delivery of the consignment. The service is provided automatically if the Orderer provided the telephone number of the Consignee. The information about a possible date of the consignment delivery contained in the SMS message is for information purposes only and does not guarantee that the date of the collection will be met and the absence of notification for technical reasons cannot be grounds for any claims against DB SCHENKER.
29. PHONE PRE-NOTICE DELIVERY - an additional service for DB SCHENKER **part load** and DB SCHENKER **full load** consisting in telephone contact of DB SCHENKER with the Consignee before delivery of the consignment. The telephone contact is performed by an employee or subcontractor of DB SCHENKER on the day of possible delivery of the consignment. The service shall be deemed to have been performed after three attempts to call the Consignee to the telephone number indicated in the service order. The service can be used if the Orderer provided the telephone number of the Consignee. The information about a possible date and time of the consignment delivery provided by DB SCHENKER is for information purposes only and does not guarantee that the date and time of the collection will be met and the absence of notification for technical reasons cannot be grounds for any claims against DB SCHENKER.

30. 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 400 kg. 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.
31. ELECTRONIC PROOF OF DELIVERY WITH THE CONSIGNEE'S SIGNATURE (DB SCHENKER*system*, DB SCHENKER*system premium*, DB SCHENKER*part load* and DB SCHENKER*full load*) – an additional service consisting in providing the Orderer with an electronic copy of the consignment confirmation containing the Consignee's signature (a section of the shipping document). The service is available, without additional costs, to Customers who use the e-connect premium application.
32. ELECTRONIC COPY OF WAYBILL (DB SCHENKER*system*, DB SCHENKER*system premium*, DB SCHENKER*part load* and DB SCHENKER*full load*) – 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 DB SCHENKER branch.
33. SENDING A COPY OF THE SHIPPING DOCUMENT 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.
34. DELIVERY TO RETAIL CHAINS – delivery to logistic centers 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 current 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).
35. DELIVERY IN REMOTE AREAS – delivery to the areas which are difficult to reach, in principle those 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 to 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*system premium*, Carry-in, Unloading, DB SCHENKER*part load* and DB SCHENKER*full load*). The service is available in the areas listed in the Schedule of Deliveries posted on the DB SCHENKER's website [www.dbschenker.pl](http://www.dbschenker.pl).
36. DELIVERY IN URBAN AREAS WITH DIFFICULT ACCESS – delivery 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**system premium**, *Carry-in, Unloading*, DB SCHENKER**part load** and DB SCHENKER**full load**). The service is available in the areas listed in the Schedule of Deliveries posted on the DB SCHENKER's website [www.dbschenker.pl](http://www.dbschenker.pl).

37. CORRECTION CONSIGNMENT PARAMETERS (DB SCHENKER**system**, DB SCHENKER**system premium**, DB SCHENKER**part load** and DB SCHENKER**full load**) – correction, done by DB SCHENKER, the 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 Freight Table 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).
38. HANDLING OF ELEMENTS EXCEEDING THE MAXIMUM PARAMETERS – handling consignments whose maximum parameters specified for the transport service in these General Terms and Conditions are 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 recalculation of the Basic Price (according to the corrected parameters) which is determined according to the price list applicable for settlements with the Payer.
39. CORRECTION OF INCORRECT OR INCOMPLETE DATA REGARDING THE CONSIGNMENT (DB SCHENKER**system**, DB SCHENKER**system premium**, DB SCHENKER**part load** and DB SCHENKER**full load**) – correction, done by DB SCHENKER, the Consignee's address or contact details, ADR data and the data regarding collections and other additional services.
40. 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 the 3rd working day after 3 May;
  - c. from the 5th working day before and to the 3rd working day after Corpus Christi\*;
  - d. From 1 September to 31 December.
  - e. for the last 5 working days of the month in the period from March to August\* - applicable to Catholic holidays.
41. 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 Consignor.
42. FILLING OUT THE ELECTRONIC DATA TRANSMISSION – adding, done by DB SCHENKER, electronic data for consignments for which the electronic data have been completed without using the applications integrated with the IT system of DB

SCHENKER or for which such data, for reasons attributable to the Orderer, 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 through EDI or Webservice or other IT 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.

43. PREPARATION OF SHIPPING DOCUMENTS 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 affix the address labels. DB SCHENKER has the right, at its own discretion, to prepare transport documents in electronic form only.
44. LABELLING THE CONSIGNMENT ON BEHALF OF THE CUSTOMER – preparation, printing and placing address labels, done by DB SCHENKER, 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 *Filling out the Electronic Data Transmission* service.
45. RE-DELIVERY – another attempt of delivery, done by DB SCHENKER, if the previous one was unsuccessful for reasons not attributable to DB SCHENKER.
46. ADDITIONAL STANDSTILL (for DB SCHENKER **system**, DB SCHENKER **system**, DB SCHENKER **part load** 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 Consignor or the Consignee.
47. ADDITIONAL STANDSTILL (for DB SCHENKER **full load** 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 Consignor or the Consignee.
48. PRE-NOTICE OF CONSIGNMENT DELIVERY TO RETAIL CHAINS – an additional service consisting in notification of the delivery to retail chains via the Internet platforms. The service is free of charge for Orderers who incur the cost of the *Retail Chain Delivery* 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).
49. TRANSPORT OF CONSIGNMENT WITH DECLARED VALUE – an additional service consisting in transporting and serving a consignment with a declared value by the Orderer.
50. STORAGE OF CONSIGNMENT – storage of a consignment, done by DB SCHENKER, 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.

51. EXPRESS COLLECTION OF CONSIGNMENT (applicable to LTL consignments) - an administrative fee for express pick-up of an DB SCHENKER **part load** consignment, i.e., pick-up on the day of placing the order.
52. DELIVERY REQUIRING SPECIAL CONDITIONS (applicable to LTL consignments) - an additional basis for calculating the fee, obligatory when: the means of transport with a lifting platform is required for unloading or there are tonnage limitations or limitations 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 tons; maximum area of 15 MPAL.
53. LOADING AT THE CONSIGNOR REQUIRING SPECIAL CONDITIONS (applicable to LTL consignments) - an additional basis for calculating the fee, obligatory when: the means of transport with a lifting platform is required for loading or there are tonnage limitations or limitations 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 tons; 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 Table of Value Added Services and Additional Fees.

#### **§ 6**

#### **Additional fee for using toll roads – Toll Fee**

(applicable to the Toll Fee section in the Table of 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 the fees charged to DB SCHENKER 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 updates of the additional fee shall commence from the dates on which the fees or the 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. waste products;
  - r. goods which cannot be consolidated with other goods;
  - s. consignments without documentation that is required under specific provisions;
  - t. consignments non-compliant with the definitions of basic services provided for in §3;
  - u. goods without adequate packing, goods that are not packed or improperly packed;
  - v. goods requiring special arrangements for loading, securing, transport and unloading;
  - w. 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 environmental 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 Labor 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 above-mentioned conditions.
5. In the event that the services or parts of the services contemplated in these General Terms and Conditions are prohibited under any laws or regulations, including but not limited to U.S. law, the law of the European Community or national laws, including but not limited to the 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 SCHENKER **part load** and DB SCHENKER **full load** 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. Submission 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 Table of 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 an 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/consignor/consignee/payer – name of the company, tax payer identification number (NIP), full address including the postal code, 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 individual logistic units,
    - dimensions of the individual 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 on the value of the goods, in particular in the case of especially valuable goods.
5. In the case of the provision of DB SCHENKER **part load** service, 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 table of Value Added Services and Additional Fees (additional fee for *Accelerated Collection of LTL 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 **full load** 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 **part load** and DB SCHENKER **full load** consignments posted 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 Orderer 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, 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 Consignor 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 Consignor in the transport orders or shipping documents for delivery of goods, which are shorter than those specified in Section 2 shall not be binding upon DB SCHENKER but merely indicate the 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 starting at 8 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. The shipping document shall be filled in by the Consignor, unless the Consignor has ordered its completion by DB SCHENKER. By signing the shipping documents the Consignor 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., however the Consignor's signature is not required if it was agreed that the Shipping Documents would be provided in electronic form. The Consignor consents to submit the Consignor's shipping documents only in an electronic form if such a request was submitted by DB SCHENKER, in the form made available to consignors by DB SCHENKER.
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" means 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 **system**, **SCHENKERsystem premium** and DB SCHENKER **part load** label should contain a bar code compliant with the DB SCHENKER standard. For DB SCHENKER **system**, DB SCHENKER **system premium** and DB SCHENKER **part load** consignments, it is mandatory to use the SSCC barcode. The consignment may be labeled with the label of the Orderer, provided that the criteria of the Address Label design posted on the DB SCHENKER website at [www.schenker.pl](http://www.schenker.pl) are fulfilled, 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 Table of 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 Proof of Dispatch, in electronic data.
  15. If the shipped consignment does not meet the criteria, including the parameters specified in § 3 for a given type of service under which it was sent, DB SCHENKER reserves the right to extend the delivery period for the consignment and calculate an additional fee in accordance with the applicable Table of Value Added Services and Additional Fees. In specific cases DB SCHENKER is entitled to return the consignment to the Consignor at the expense of the 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 desk, office) and receiving a confirmation from such a 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 Consignee's representative on this device and saving it to the device's memory. The Orderer declares that he accepts the confirmation of delivery by the Consignee in electronic or paper form, based on DB SCHENKER choice, and accepts that both forms of delivery confirmation will be considered equivalent as to their legal consequences. The Consignee may request, free of charge, in a written or e-mail form at any DB SCHENKER branch, a printout of the document confirming the delivery. Delivery Confirmation may be issued to the Consignee in the branch of DB SCHENKER or sent to him via the postal operator to the address of the Consignee 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 [cok.pl@dbschenker.com](mailto:cok.pl@dbschenker.com).
  17. In case it is not possible to deliver the consignment in the time indicated by the Orderer, for reasons attributable to the Consignee, DB SCHENKER shall ask the

Orderer or/and the Consignor for instructions concerning further proceedings. If there are no instructions within 12 hours, DB SCHENKER delivers the consignment to the Consignee, according to his instructions. If the Consignee's instructions are consistent with the description of the service defined in these General Terms and Conditions, the Orderer shall agree to charge an additional remuneration or fee appropriate for this service, in the amount defined in the agreement with DB SCHENKER or in the absence of such agreement, in the standard price list (including the Table of Value Added Services and Additional Fees), available on the website [www.dbschenker.pl](http://www.dbschenker.pl).

18. If the consignment cannot be delivered for reasons attributable to the Customer (Consignee, Orderer or 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.
19. If the consignment cannot be delivered to the indicated Consignee, DB SCHENKER shall ask immediately the Orderer or Consignor for instructions concerning further proceedings. The Orderer or Consignor within next 2 working days from the date of sending request, shall give instructions concerning further proceedings with the consignment. If there are no instructions from the Orderer or Consignor within above mentioned time, DB SCHENKER shall return the consignment to the Consignor at the expense of the Orderer. DB SCHENKER on behalf of the Orderer preparing new shipping documents and affixing the new address labels to all logistic units and adding to the consignment the remuneration or fee, in the amount defined in the agreement with DB SCHENKER or in the absence of such agreement, in the standard price list (including the Table of Value Added Services and Additional Fees), available on the website [www.dbschenker.pl](http://www.dbschenker.pl).
20. The Orderer or Consignor of the consignment shall give instructions concerning the change of the Consignee's address. DB SCHENKER in case of acceptance transport the consignment on the different address of the Consignee at the expense of the Orderer, on behalf of the Orderer preparing new shipping documents and affixing the new address labels to all logistic units and adding to the consignment the remuneration or fee, in the amount defined in the agreement with DB SCHENKER or in the absence of such agreement, in the standard price list (including the Table of Value Added Services and Additional Fees), available on the website [www.dbschenker.pl](http://www.dbschenker.pl).

## § 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**, DB SCHENKER **system premium** - according to the relevant Freight Table;
  - b. Service DB SCHENKER **part load** and DB SCHENKER **full load** - according to an individual price list;
  - c. For additional services - according to the relevant table of Value Added Services and Additional Fees.
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**, DB SCHENKER **system premium**, DB SCHENKER **part load** and DB SCHENKER **full**



**load** 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 - applies to consignments that contain long logistic units;
  - Taken up load space (calculated weight = separated load space [number of meters of required floor length of vehicle in full height and width of the open load-carrying body] x 1,850 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**, DB SCHENKER**system premium** consignment, the standard Freight Table shall be applied (e.g., where the individual price list is the pallet price list, and the Consignor has dispatched loose cartons which are not covered by the individual price list).
6. If a DB SCHENKER**part load** 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** and/or charge additional fees referred to in §3 and §4 of these General Terms and Conditions.
7. If a DB SCHENKER**full load** 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**full load** 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 Orderer or the Consignor in the shipping documents or data sent by e-mail 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 the 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 a change in consignment parameters, DB SCHENKER shall have the right to charge fees for the services in accordance with the Table of Value Added Services and Additional Fees currently in force, as well as to adjust the Basic Price.
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 Table of Value Added Services and Additional Fees and to adjust the Basic Price.
10. In the case of making changes in the place of destination, the Consignee or other additional services, DB SCHENKER shall calculate additional fees in accordance with

the currently applicable table of Value Added Services and Additional Fees.

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.
13. DB SCHENKER is authorised to change (index) the existing rates resulting from the Price List by a percentage rate to be announced by DB SCHENKER on its website: [www.dbschenker.pl](http://www.dbschenker.pl). In relation to contracts concluded by DB SCHENKER, the change referred to in the preceding sentence does not constitute an amendment to the contract and shall be made in accordance with information from DB SCHENKER.
14. The percentage rate by which the existing service rates resulting from the Price List will be indexed will be published by DB SCHENKER at least one month before the new base rates enter into effect and such announcement shall be considered binding. Any information sent to the Ordering Party in writing or via e-mail shall be for additional information purposes only. The types of costs subject to adjustment by DB SCHENKER., their share (weight), the method of calculation of their changes and the source of obtaining them are specified on the website: [www.dbschenker.pl](http://www.dbschenker.pl)
15. DB SCHENKER reserves the right to request the Ordering Party being party to the contract, at any time and irrespective of another basis for price regulation as approved by the Parties, to modify the rates or principles of remuneration on an extraordinary basis, should at least one of the following circumstances occur:
  - a. change of any of the parameters accepted at the time of starting the cooperation with the Ordering Party;
  - b. occurrence of an event independent of DB SCHENKER resulting in a significant increase of the costs of performance of services that could not have been predicted or where the size of the increase caused by such event could not have been precisely determined at the time of conclusion of the contract.

## **§ 11**

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

1. If the Orderer does not have 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. If the Orderer has an individual written agreement, 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, 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 Law.
2. Complaints seeking compensation may be filed by persons entitled to dispose of the consignment, i.e., the Orderer, 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:
    - I. 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 e-mail address:

PL.sm.WAW.reklamacje-krajowe-land@dbschenker.com

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 authorized 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 within 30 days of the date of receipt of a complete set of documents and information.
  8. A notice of complaint should contain all 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 minimize 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 clause, 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 is true and accurately reflects the current condition.
  - e. The Complainant assures that the person entitled to access the e-REKLAMACJA module in the e-connect application is authorized 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 complaint 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 from DB SCHENKER, via the e-connect application, that the said documents are made available to him.
  - 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 provides basis to calculate the compensation is 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 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 is 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 at 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 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.
4. In the event of the occurrence of an epidemic hazard or state of an epidemic, as well as the establishment by authorized state authorities of legal acts issued in connection with the occurrence of an epidemic hazard or state of an epidemic, if the occurrence of the above-mentioned extraordinary events may endanger or threaten such values as human health or life of the Schenker Orderers, DB SCHENKER's personnel or DB SCHENKER's subcontractors, or may lead or cause loss of continuity of services provided by DB SCHENKER - DB SCHENKER may temporarily modify the manner of providing services specified in these General Terms and Conditions by adjusting the manner of collecting the Consignment from the Consignor, handing over the Consignment to the Consignee and the deadlines for handing over the Consignments.
5. The situations referred to in item 4 above shall include in particular:
  - a. finding at a DB SCHENKER branch or facility or at a DB SCHENKER's Subcontractor (including the driver assigned to that branch) an infection with a virus which gives rise to an epidemic hazard or state of epidemic, resulting in the need to temporarily shut down part or all of that branch or facility until the quarantine of that facility or the personnel operating it has been completed,
  - b. obligation imposed on DB SCHENKER or DB SCHENKER's Subcontractor by state authorities to behave in a specific way in relation to the existence of an epidemic hazard or state of epidemics, including in particular an order to provide certain services or a ban on providing them, which affects the operational capacity of DB SCHENKER or DB SCHENKER's Subcontractor in relation to performance of transport service,
  - c. issuing by state authorities, in connection with the occurrence of an epidemic hazard or state of epidemic, regulations amending the regulations concerning transport, including the Transport Law, in a manner affecting the rules of DB SCHENKER's services as defined in these General Terms and Conditions,
  - d. finding by entities with nationwide authority in the field of epidemic knowledge (including state sanitary inspections or specialist research units) that certain actions or behaviors which DB SCHENKER or DB SCHENKER's Subcontractor undertakes in connection with the performance of its obligations set out in these General Terms and Conditions pose a risk of viral infection or

- spread of this virus (the occurrence of which is the cause of the epidemic hazard or state of epidemic),
- e. occurrence - when DB SCHENKER or DB SCHENKER's Subcontractor performs activities defined in these General Terms and Conditions - of factors increasing the risk of disease as a result of virus infection (the occurrence of which is the cause of the epidemic hazard or state of epidemic), in particular direct contact in close proximity with outsiders, or circulation of third party movables (including cash), excluding Consignments,
  - f. finding that situations described in item 5a above occur at the Consignor's or Consignee's sites, or at DB SCHENKER branches or DB SCHENKER Subcontractor's branches.
6. The information about the intention to modify the provision of DB SCHENKER services shall be provided to the Orderer promptly, but not later than within 2 days from the date on which the circumstances referred to in item 4 above are found.
  7. The modification referred to in item 4 above may not last longer than the duration of the threats referred to in item 4 above (including the duration of quarantine and any other action required by law in the event of the occurrence of such threats) or the duration of the provisions referred to in item 5c above and only within the territorial area of their occurrence.
  8. If the basis for the modification referred to in item 4 above is not expressly provided for in a legal act issued by state authorities in connection with the occurrence of the events referred to in item 4 above, the modification of the provision of services must be proportionate to the event, its territorial scope, and the degree of threat to the values or interests referred to in item 4 above.

## §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 Data Protection Regulation), Schenker sp. z o. o. informs that:

1. The data controller of the Orderer's personal data shall be 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. Orderer's personal data shall 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 Orderer and the data controller	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 is to be processed)
To process complaints	GDPR art. 6(1)(b) (agreement performance)
	GDPR art. 6(1)(c) (legal requirement)

To contact the Orderer in order to enquire about satisfaction level of the controller's clients	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/undertake debt 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 controller)

4. Orderer's personal data will be used by companies delivering load/transport services, mail services, custom clearing services, consignees, companies providing the service of shredding paper documents/destroying electronic media, management/storage of document resources, tax/legal services, services in recovery of receivables, accounting companies.
5. Orderer's personal data may be transferred to third countries (i.e., 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 Orderer's personal data will be stored by Schenker Sp. z o.o. depends on the storage purpose as follows:
  - a. Contract performance period - for data processed to perform a contract/ a cooperation agreement,
  - b. A period necessary to consider a filed complaint - for data processed to process complaints
  - c. Until the dispute is resolved / the Parties have concluded mutual settlements (including proper deadlines for claim time limits for data processed to process claims/run receivable recovery actions,
  - d. Until the Orderer raises an objection - for data processed to study customer satisfaction level among the data controller's customers 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 personal data, the Orderer is entitled to:
  - a. ask the data controller to make the data available, to correct it, or to restrict its processing
  - b. transfer the processed data to perform a contract/co-operation agreement or to process complaints,
  - c. raise an objection if the data is 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 the proper supervising body (President of Personal Data Protection Office) if in its opinion the data is processed in breach of the General Data Protection Regulation.
8. Submitting personal data by the Orderer is indispensable to reach the contract. No contract/cooperation may be reached with the Orderer who does not wish to submit its personal data to Data Controller. Submission of the data for other purposes



indicated in section 3 is voluntary, however such submission is indispensable to accomplish such purposes.

## **§ 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) Table of Value Added Services and Additional Fees,
    - c) 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 Palletized or Non-palletized Groupage Consignments;
  - 5) Terms and Conditions of Logistic Handling of Dangerous Goods – ADR;
  - 6) Terms and Conditions of Logistic Handling of Foodstuffs – HACCP;
  - 7) The Rules of Handling Consignments Subject to the Act on the Monitoring System for the Carriage of Goods by Road/Rail;
  - 8) EUR/EPAL pallet standards,
  - 9) Address Label Standard.
  - 10) Principles of processing personal Client's data by DB SCHENKER.
  - 11) 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: (+ 4822) 532-11-00, fax: (22) 532-11-11; [www.dbschenker.pl](http://www.dbschenker.pl)