



ANNEX NO 1  
Terms of order:

1. In the event that any service or portion thereof is prohibited by law, including United States law, European Union law, or national laws, including those relating to anti-terrorism, sanctions or embargoes, Schenker sp. z o.o. shall be entitled to cancel the relevant service, or any part thereof, at any time and without incurring any liability in this respect.
2. In case of ordering transport of strategic goods within the meaning of the Act of November 29, 2000. on foreign trade in goods, technologies and services of strategic importance for state security, as well as for the maintenance of international peace and security (Journal of Laws 2013 Pos. 194, as amended) and the Council Regulation (EC) No. 428/2009 of May 5, 2009, setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items (OJ C 316, 27.11.1995, p. 3). OJ L 134/1 dated May 29 2009, as amended) and at the same time taking into account currently binding national and international legal acts specifying the list of countries subject to trade prohibitions or restrictions, a condition for rendering a service shall be that the Ordering Party sends a copy of an export/import permit for such goods and Schenker sp. z o.o. receives the authorization to perform the contracted services (if authorization is required). At the same time, Schenker sp. z o.o. reserves the right to adjust rates by the cost of the above permit and other necessary costs associated with handling strategic commodities. The Ordering Party shall provide a commodity control number in accordance with the above provisions. The absence of a control number means that the Ordering Party declares that the goods covered by the order are not strategic goods.
3. Lack of data in the field concerning dangerous goods means that the Ordering Party declares that the goods covered by the order are not dangerous goods according to the IMDG or ADR regulations, or any other applicable regulations governing the carriage of dangerous goods. Schenker Sp. Z o.o. reserves the right to assign to the Ordering Party penalties imposed by shipowners resulting from incorrect IMO cargo declarations.
4. In matters not covered by the Forwarding Order, "Terms of Service Provision and Liability - in the field of ocean freight forwarding available on the website <https://www.dbschenker.com/pl-pl/biznes/dokumenty-dla-klientow/dokumenty-oceaniczne> shall apply. The responsibility of Schenker sp. z o.o. shall be based on the legal provisions applicable to the mode of transport concerned. If the damage occurs in ocean shipping, Schenker sp. z o.o. is liable as Freight Forwarder, however, its liability cannot exceed that of the contractual carrier, according to Great Ocean Line liability conditions included in the Bill of Lading (also available on the website: <https://www.dbschenker.com/pl-pl/biznes/dokumenty-dla-klientow/dokumenty-oceaniczne> The Ordering Party declares that it has familiarized itself with the aforementioned. terms and conditions and accepts them and acknowledges that the service will be subcontracted to Singaporebased The Great Ocean Line Pte. Ltd (NVOCC) and further subcontractors.
5. If multimodal transport damage occurs in international road transport, Schenker sp. z o.o.'s liability may not be greater than the carrier's liability under the Convention on the Contract for the International Carriage of Goods by Road ( CMR ) (Journal of Laws. 1962. No. 49 item. 238 ). In the event of damage to which the provisions of the Transport Law shall apply and in the case of forwarding concerning transport in Poland, the liability of Schenker sp. z o.o. shall not exceed the liability of the national carrier pursuant to the provisions of the Act of November 15, 1984. - Transportation Law (i.e. Journal of Laws of 2015 Pos. 915 as amended).
6. For services other than carrier services, the liability of Schenker sp. z o.o. for the damage is limited to the amount of compensation for the service in connection with which the damage occurred.
7. Schenker sp. z o.o. shall not be liable for indirect or consequential damages, including lost profits, unless otherwise provided by mandatory provisions of law.
8. The Parties agree that the service is deemed to have been performed in relation to sea transport on the date of loading onto the ship at the port.
9. The price of the service determined in foreign currencies shall be converted for payment into PLN at the selling rate of mBank S.A. of the day prior to departure of the container from the port of discharge, unless otherwise stated in the commercial offer or in individual agreements made in writing or by e-mail. To the price in PLN, VAT shall be added at the rate provided for in the relevant legislation currently in force.
10. The remuneration of Schenker sp. z o.o. shall not be subject to any deduction from Ordering Party's claims against Schenker sp. z o.o..
11. The Ordering Party is obliged to return to Schenker sp. z o.o. all expenses related to the execution of the order, including costs of detention, demurrage, storage, and other charges related to, among other things, transshipment, storage and customs handling.
12. The Ordering Party undertakes to pay additional charges for stoppage of containers during transport due to reasons beyond the control of Schenker sp. z o.o. or upon delivery for loading at the shipper's premises. With regard to the order for Schenker Sp. z o.o. involving road transport - the first 6 hours from the moment of the container pick-up to loading are free of charge. With regard to the order for Schenker sp. z o.o. involving rail transport - the first 4 hours from the moment of the container pick-up to loading at the recipient's premises are free of charge.
13. The SCHENKERcomplete (FCL) and SCHENKERcombine (LCL) Additional Services Price List is posted at: <https://www.dbschenker.com/pl-pl/biznes/dokumenty-dla-klientow/dokumenty-oceaniczne>
14. With regard to the order for Schenker sp. z o.o. involving road transport through or from a seaport located in Poland, for each commenced hour after expiry of the toll-free period stipulated in clause 11, Schenker sp. z o.o. will charge the Ordering Party a fee in accordance with the price list in the SCHENKERcomplete Fee Table (FCL)
15. In case of customs clearance performed by a customs agency (CA) other than Schenker Sp. z o.o. – the Ordering Party is obliged to send Schenker sp. z o.o. copies of SAD documents on the day of customs clearance or on the following day. Failure to send SAD documents on time will result in Schenker sp. z o.o. will issue a correction invoice and charge VAT for all services provided in the amount in accordance with current binding legal regulations in this respect. The Contracting Party shall calculate tax in the amount consistent with currently binding legal regulations in this respect for all services provided, for transport services of shipments containing goods exempt from VAT, and for transport services of shipments containing goods whose destination is a customs warehouse.
16. The Ordering Party represents that it is not currently the subject of bankruptcy or composition proceedings. The Ordering Party shall notify Schenker sp. z o.o. of the filing of an application with the Court to institute such proceedings. z o.o. no later than the day after it is submitted.
17. Schenker sp. z o.o. is entitled to a statutory lien.
18. All disputes arising in connection with the conclusion and performance of this order shall be considered by the common courts having jurisdiction over the registered office of Schenker sp. z o.o.
19. In the case of road transport of LCL consignments via Schenker's network, the Terms of Domestic Service and TOUTD - Table of Additional Services – apply, available at <https://www.dbschenker.com/pl-pl/biznes/dokumenty-dla-klientow/dokumenty-oceaniczne>
20. Schenker Sp. z o.o. provides customs services on the basis of the Service Regulations of Schenker Customs Agency Sp. z o.o. z o.o. available on the DB SCHENKER website (<https://www.dbschenker.com>).
21. Information regarding the processing of personal data can be found on our website at: <https://www.dbschenker.com/resource/blob/530750/3d364da42ab1a4d1d5d980489a004c97/klauzula-informacyjna-data.pdf>

Name and surname of the Ordering Party's representative, signature and stamp

Rejestracja:  
Sąd Rejonowy dla m. st  
Warszawy XIII Wydział  
Gospodarczy KRS  
KRS 000040104

Kapitał zakładowy  
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