

## Schenker sp. z o.o. Terms of Provision of Services in International Road Forwarding

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Implemented by virtue of the Regulation of the Director of Land Business of 23.06.2022

### §1 Scope of Terms in Force

These Terms of Provision of Services and liability, hereafter “General Terms”, shall apply to all forwarding agreements concerning international road transport concluded with Schenker Sp. z o. o. - further referred to as DB SCHENKER unless agreed otherwise in writing. An integral part of General Terms is the Table of Additional Fees and Services in International Road Forwarding published at [www.dbschenker.pl](http://www.dbschenker.pl).

### §2 Scope of Services

1. DB SCHENKER arranges carriage of consignments (it provides services of collection, carriage and delivery of consignments in favour of economic entities) and provides additional services specified herein. DB SCHENKER shall provide only such services which were expressly accepted by DB SCHENKER for performance.

### §3 Basic Services of DB SCHENKER

1. Distribution of DB SCHENKER*system*, DB SCHENKER*system home* and DB SCHENKER*system premium* consignments - distribution of groupage consignments is a service of international carriage, using reloading terminals, of consignments which do not exceed any of the following parameters:
  - 1.1. Consignments containing standard size packages
    - a. max. weight of consignment - actual or calculated (hereinafter referred to as **weight**) - 2,500 kg;
    - b. max. volume of consignment - 10.0 m<sup>3</sup> (the permissible volume may vary depending on the country of delivery/receipt - as reported by DB SCHENKER);
    - c. max. length of package - 2.4 m
    - d. max. width of package - 1.8 m; (for shipments requiring delivery by car with lift, the permissible width is 1.2 m)
    - e. max. height of package - 2.2 m;
    - f. the maximum weight of a single package must not exceed:
      - 1,500 kg for consignments for mechanical handling,
      - 1,000 kg for consignments requiring delivery by car with lift (permissible weight may vary depending on country of delivery/receipt - according to the information on the website [www.dbschenker.pl](http://www.dbschenker.pl))
      - 30 kg, and in exceptional cases, after prior agreement with DB SCHENKER, 50 kg for packages not suitable for mechanical handling.
  - 1.2. Consignments containing long packages.
    - a. max. weight of consignment - actual or calculable (hereinafter referred to as weight) - 2,500 kg
    - b. max. volume of consignment 10.0 m<sup>3</sup> (the permissible volume may vary, depending on the country of delivery/receipt - according to the information provided on the website [www.dbschenker.pl](http://www.dbschenker.pl));

1.2.1. Long packages of type 1 - suitable for mechanical handling

- a. max. length of package: 3.0 m
- b. max. width of package: 1.2 m
- c. max. height of package - 2.2 m;
- d. max. weight of package 1,500 kg

#### 1.2.2. Long packages of type 2 - not suitable for mechanical handling

- a. max. length: 6 m
- b. max. width: 0.4 m
- c. max. height: 0.4m
- d. max. weight of package: 30 kg
- e. max. number of packages in consignment: 10 pcs.

1.3. Consignments **DB SCHENKERsystem**, **DB SCHENKERsystem home** and **DB SCHENKERsystem premium** suitable for mechanical handling are the consignments meeting the conditions specified in paragraphs 1.1 or 1.2.1, whose each package (e.g., pallet, case, basket, container), as determined by SB SCHENKER, is constructed in a way ensuring safe and damage-free mechanical handling (using a fork lift) by a single person.

1.4. Consignments **DB SCHENKERsystem**, **DB SCHENKERsystem home** and **DB SCHENKERsystem premium** not suitable for mechanical handling are the consignments whose at least one package does not meet the conditions for a consignment suitable for mechanical handling, as determined by DB SCHENKER.

## 2. The following products and options are available under the groupage consignments distribution:

2.1. **DB SCHENKERsystem** - distribution of groupage consignments with the expected delivery time presented in the delivery schedule for this product - available on [www.dbschenker.pl](http://www.dbschenker.pl)

2.2. **DB SCHENKERsystem premium** - distribution of groupage consignments with delivery guarantee as soon as possible according to the delivery schedule for this product. The schedule is available on the website [www.dbschenker.pl](http://www.dbschenker.pl).

### 2.2.1. DB SCHENKER guarantees

If the consignment cannot be delivered on the specific delivery date due to DB SCHENKER's fault, even if the conditions specified for **DB SCHENKERsystem premium** are met, the price of the transportation service, upon prior request made by the Client submitted within 21 days from the date of placing the goods at the Client's disposal, will be reduced to PLN 1 net.

The reduction of the freight amount to PLN 1 net exhausts the claims of the claimant towards DB SCHENKER for not fulfilling the service within the deadline.

The guarantees referred to above do not apply to the carriage of consignments containing dangerous goods DGS (ADR) and if the activities of the Customs Office last more than 1 hour.

### 2.2.2. Within the **DB SCHENKERsystem premium** product, the following restrictions apply:

- a. shipments are excluded: on fairs, airports and seaports
- b. notification of delivery services is excluded
- c. customs mail for which the customs declaration is not processed by DB SCHENKER or its agent is excluded,
- d. COD shipments to certain countries are excluded according to the information on the website [www.dbschenker.pl](http://www.dbschenker.pl)
- e. consignments with long packages are excluded under premium10 or premium13 options..

- 2.2.3. Within the DB SCHENKER **system premium** product, the following delivery terms are accepted:
- a. EXW - Ex Works
  - b. DDU - Delivered Duty Unpaid (DAT-Delivered at Terminal/DAP-Delivered at Place)
  - c. DDP - Delivered Duty Paid
- 2.3. DB SCHENKER **system home** – distribution of general merchandise shipments to natural persons, including those not engaged in business activity, with the projected delivery time presented in the delivery timetable for this product – available at [www.dbschenker.pl](http://www.dbschenker.pl). The service covers the **Automated fix day to be agreed** and **pre notice SMS** or **pre notice email** options.

The Ordering Party is obliged to provide the consignee's contact details. If the delivery date specified by the consignee requires storage of the shipment at a DB SCHENKER terminal for a period longer than 3 business days, DB SCHENKER will be entitled to charge the Ordering Party with a fee for shipment storage at the rate stipulated for this option in the Table of Additional Fees and Services in International Road Forwarding, available at [www.dbschenker.pl](http://www.dbschenker.pl).

The following assumptions are made during service provision:

- the consignee does not need to own the infrastructure or equipment required to unload the shipment from the vehicle
- the driver unloads the vehicle
- the driver does not carry the shipment to the consignee's premises
- the driver has the right to decline to hand over the shipment if they decide that the delivery location does not meet the conditions required for safe delivery
- the delivery location may be a residential building
- a vehicle with permissible laden mass of 12 tonnes must be able to access the delivery location
- the delivery takes place during standard business hours (from 8:00 AM to 4:00 PM for Poland)
- the delivery is performed using a vehicle equipped with a hydraulic lift

- 2.3.1. The following restrictions apply to the DB SCHENKER **system home** product:
- a. shipments subject to customs clearance are excluded
  - b. shipments with COD option are excluded
  - c. shipments containing long packaging are excluded
  - d. shipments containing dangerous goods – DGS (ADR) – are excluded

Only the following delivery terms are accepted for the DB SCHENKER **system home** product: DAP – Delivered at Place

- 2.4. **Fix day** option - distribution of consignments DB SCHENKER **system** with the delivery date on a specific working day. The delivery date should be provided in the order and must fall within the range of +1 to +3 days in relation to the delivery schedule for the product DB SCHENKER **system premium**.

If the defined delivery date requires the storage of a shipment at DB SCHENKER for more than 3 Business Days, then DB SCHENKER is entitled to charge a storage fee at the rate for this option according to the Table of Fees and Additional Services in the International Road Freight, available at [www.dbschenker.pl](http://www.dbschenker.pl).

**Fix day** option in imports to Poland cannot be carried out for consignments containing dangerous goods (ADR). Availability of the **fix day** option in exports from Poland for dangerous goods shipments DGS (ADR), in each country is defined in the materials available on the website [www.dbschenker.pl](http://www.dbschenker.pl).

- 2.5. **Fix day to be agreed** option - distribution of DB SCHENKER **system** consignments with the delivery date on the working day specified by the recipient. DB SCHENKER will contact the recipient to determine the delivery date. The Client is obliged to provide the contact details of the recipient.

If the defined delivery date requires the storage of a shipment at DB SCHENKER for more than 3 Business Days, then DB SCHENKER is entitled to charge a storage fee to the Client at the rate for this option according to the Table of Fees and Additional Services in the International Road Freight, available at [www.dbschenker.pl](http://www.dbschenker.pl).

**Fix day to be agreed** option in imports to Poland cannot be carried out for consignments containing dangerous goods (ADR).

Availability of the **fix day to be agreed** option in exports from Poland for dangerous goods shipments DGS (ADR), in each country is defined in the materials available on the website [www.dbschenker.pl](http://www.dbschenker.pl).

- 2.6. **Automated Fix day to be agreed** option – distribution of DB SCHENKER **system** consignments with the delivery date on the working day specified by the recipient. DB SCHENKER will provide the recipient with a link to the website via SMS in order to determine the delivery date. The Client is obliged to provide the contact details of the recipient.

If the defined delivery date requires the storage of a shipment at DB SCHENKER for more than 3 Business Days, then DB SCHENKER is entitled to charge a storage fee to the Client at the rate for this option according to the Table of Fees and Additional Services in the International Road Freight, available at [www.dbschenker.pl](http://www.dbschenker.pl).

**Fix day to be agreed** option in imports to Poland cannot be carried out for consignments containing dangerous goods (ADR).

Availability of the **fix day to be agreed** option in exports from Poland for dangerous goods shipments DGS (ADR), in each country is defined in the materials available on the website [www.dbschenker.pl](http://www.dbschenker.pl).

- 2.7. **Fix day 10 or fix day 13 options** - distribution of DB SCHENKER **system** shipments with delivery guarantee until 10:00 am (fix day 10 option) or 1:00 a.m. (fix day 13 option) local time, with delivery time on a specific business day. The delivery date should be indicated in the order and must be later than that specified in the delivery schedule for the DB SCHENKER **system** premium product.

If the delivery date defined in such manner requires the storage of the shipment at the DB SCHENKER terminal for more than 3 Business Days, then DB SCHENKER is entitled to charge a storage fee according to the rate effective for this option according to the Table of Fees and Additional Services in the International Road Transport, available at [www.dbschenker.pl](http://www.dbschenker.pl).

In the case of fix day 10 or fix day 13 services, failure to deliver consignment by 10:00 (fix day 10) or by 1:00 p.m. (fix day 13), due to reasons attributable to DB Schenker, the Client may not be charged an additional fee for this service,

The fix day 10 or fix day 13 options in imports to Poland may not be used for consignments containing Dangerous Goods DGS (ADR). The availability of the fix day 10 or fix day 13 option, in the exports from Poland, for shipments containing dangerous goods DGS (ADR), in individual countries, is defined in the information provided at [www.dbschenker.pl](http://www.dbschenker.pl).

- 2.8. **Pre notice** option – it consists of notification to the recipient of the expected delivery via phone call, provided that DB SCHENKER is not responsible for accepting the notification by the recipient and that there is no possibility to change the delivery date when performing this service.
- 2.9. **Pre notice SMS** option – it consists of notification to the recipient of the expected delivery via SMS message, provided that DB SCHENKER is not responsible for accepting the notification by the recipient and that there is no possibility to change the delivery date when performing this service.
- 2.10. **Pre notice email** option – it consists of notification to the recipient of the expected delivery via email message, provided that DB SCHENKER is not responsible for accepting the notification by the recipient and that there is no possibility to change the delivery date when performing this service.

2.11. **COD option** – Distribution of DB SCHENKER**system** and DB SCHENKER**system premium** consignments based on the confirmation of a bank transfer to DB SCHENKER.

2.11.1. Payments to the account and other forms of non-cash payments are limited to EUR 10,000. Exceptions to those limits, as well as the detailed information on the operating conditions and availability of COD, can be found in the materials available on the website [www.dbschenker.pl](http://www.dbschenker.pl).

2.11.2. COD instructions must be explicitly communicated in the order directly to DB SCHENKER. The information on the invoice that the goods have been sold under "cash on delivery" does not mean that DB SCHENKER is obliged to collect the invoiced amount in any form.

2.11.3. DB SCHENKER shall only execute the COD instructions in connection with and as part of the carriage service.

2.11.4. DB SCHENKER's responsibility for executing the COD instruction is always limited to the amount of losses actually incurred by the Client that do not exceed the amounts specified in the COD instruction.

2.11.5. For the performance of the COD order, DB SCHENKER receives an additional fee in accordance with the Table of Fees and Additional Services in the International Road Freight published on the website [www.dbschenker.pl](http://www.dbschenker.pl).

2.12. **DGS (ADR) Option** – Dangerous Goods Shipment – Conditions for Handling Dangerous Goods in Domestic and International Traffic at DB SCHENKER are available in a separate document on the website [www.dbschenker.pl](http://www.dbschenker.pl).

2.13. **Eco neutral option** - a service that includes the estimation of the carbon footprint related to the distribution of the shipment for which the option has been selected and the offsetting (offsetting) of the estimated carbon dioxide (CO<sub>2</sub>) emissions by financing, in cooperation with the atmfair gGmbH based in Berlin (hereinafter Atmosfair) CO<sub>2</sub> emission reduction projects in developing countries, operating under the UN Clean Development Mechanism, for an additional fee ("Econutral fee").

The amount of the Econutral fee will be determined by estimating the carbon footprint equivalent ("CO<sub>2</sub>e") based on the weight of the shipment being transported and the distance between the place of origin and the place of delivery, and will be used to finance the above-mentioned CO<sub>2</sub> emission reduction projects. Estimation of CO<sub>2</sub>e emissions and carbon footprint covers all transport activities of DB Schenker related to the consignment for which the "econutral" option has been selected. Compensation will be made in cooperation with Atmosfair through the purchase and redemption of certified carbon credits by Atmosfair.

Choosing the Econutral option entitles you to receive a Certificate issued by Atmosfair with the amount of tons of CO<sub>2</sub>e that have been compensated by DB Schenker in cooperation with Atmosfair in relation to the fee paid. The condition for obtaining the Certificate is to apply for it to the Customer Service Office competent for the Customer's address and consent to the Customer's name, address and e-mail address of the Customer being made available by the Customer.

2.14. **Premium10 or Premium13 option** - distribution of DB SCHENKER**system premium** consignments with the guaranteed delivery before 10 am (the premium10 option) or 1 p.m. (the premium13 option) (local time), as soon as possible, according to the delivery schedule for the specific product. The delivery schedule is available at [www.dbschenker.pl](http://www.dbschenker.pl).

This option is available only as part of the DB SCHENKER**system premium** product and for a limited range of postal codes, as specified before DB SCHENKER. The availability in individual countries is defined in the materials on the website [www.dbschenker.pl](http://www.dbschenker.pl).

In the case of the **premium10** or **premium13** service, failure to deliver the consignment before 10 am (the **premium10** option) or 1 p.m. (the **premium13** option) due to the reasons specified in the DB Schenker Guarantee does not result in the right to charge the Client with an additional fee for that service, however if the services is carried out on the same day, the due fee shall be as specified for the DB Schenker**system premium** service.

3. Availability of options **fix day, fix day to be agreed, COD, DGS (ADR), premium10, premium13** in each country is defined in the materials available on the website [www.dbschenker.pl](http://www.dbschenker.pl).

4. DB SCHENKER **part load** or DB SCHENKER **full load** - is a consignment transport service that exceeds one or more of the maximum DB SCHENKER **system** and DB SCHENKER **system premium** shipment parameters referred to in paragraph 3, subparagraphs 1 and 2 .

4.1. SCHENKER **part load** are consignments that jointly meet the following conditions:

- a. the actual weight of the consignment is less than or equal to 19,400 kg
- b. the volume of the consignment is less than or equal to 55 m<sup>3</sup>
- c. the number of loading meters is less than or equal to 11.

DB SCHENKER **part load** consignments are transported on the vehicle alone or jointly with other consignments from the place of loading to the place of unloading, as a rule without transshipment at DB SCHENKER terminals.

4.2. SCHENKER **full load** are consignments that meet at least one of the following conditions:

- a. the actual weight of the consignment is less than or equal to 19,400 kg
- b. the volume of the shipment is less than or equal to 55 m<sup>3</sup>
- c. the number of loading meters is less than or equal to 11

DB SCHENKER **full load** consignments are carried directly from the place of loading to the place of unloading, without reloading at the terminals. Applies to consignment(s) of only one Employer.

The customer has the right to order a transport service directly from the place of loading to the place of unloading, without reloading at the terminals in relation to consignments not meeting the conditions for DB SCHENKER **full load** consignments. If DB SCHENKER accepts such an order, the DB SCHENKER **full load** service provision will apply.

4.3. For all options of the DB SCHENKER **part load** and DB SCHENKER **full load**, a truck of 42 tonnes permissible mass has to be able to access both the loading place and the unloading place. Any departure from this principle shall be mutually agreed at the stage of specifying the terms of performance of the service.

4.4. Parameters of consignments served by DB SCHENKER **part load** and **DB SCHENKER full load**:

- max. width - 2.40 m;
- max. height - 2.50 m;
- max. length - length not exceeding the length of an open-load carrying body of the truck.

4.5. For transportation of consignments on semi-trailers, the maximum length is 13.5 m. - Weight and size of a unit package should not cause a truck to be loaded unevenly. Any departure from the above principles shall be mutually agreed at the stage of specifying the terms of performance of the service.

5. Depending on the country of delivery or pick-up, the following options are available as part of services of consignment distribution SCHENKER **part load** and DB SCHENKER **full load**

5.1. **Time window pick-up** - distribution of consignments DB SCHENKER **part load** and DB SCHENKER **full load** with the option to select a specific window time for picking up the consignment, between 09.00 a.m. and 12.00 p.m. known as "morning" or between 1.00 p.m. and 4.00 p.m. known as "afternoon".

5.2. **Time window delivery** - distribution of consignments DB SCHENKER **part load** and DB SCHENKER **full load** with the option to select a specific window time for delivering the consignment, between 09.00 a.m. and 12.00 p.m. known as "morning" or between 1.00 p.m. and 4.00 p.m. known as "afternoon".

**Time window pick-up** and **Time window delivery** may not be booked jointly via eSchenker.

**Time window pick-up** and **Time window delivery** options may not be executed for consignments which contain dangerous goods **DGS (ADR)**.

The availability of **Time window pick-up** and **Time window delivery** in individual countries is defined in the content available at [www.dbschenker.pl](http://www.dbschenker.pl).

5.3. **Fix Day pick-up** - distribution of consignments DB SCHENKER *part load* and DB SCHENKER *full load* with the pick-up date on a specific working day. The soonest date for **Fix Day pick-up** is +2 working days from the order date.

5.4. **Fix Day delivery** - distribution of consignments DB SCHENKER *part load* and DB SCHENKER *full load* with the delivery date on a specific working day. The delivery date for **Fix Day delivery** may not be earlier than stipulated in the service plan for the range of postal codes. The service plan is available at [www.dbschenker.pl](http://www.dbschenker.pl).

**Fix Day window pick-up** and **Fix Day delivery** may not be booked jointly via eSchenker.

**Fix Day pick-up** and **Fix Day delivery** do not contain obligations with regard to time ranges for pick-up or delivery

**Fix Day pick-up** and **Fix Day delivery** options may not be executed for consignments which contain dangerous goods **DGS (ADR)**.

The availability of **Fix Day pick-up** and **Fix Day delivery** in individual countries is defined in the content available at [www.dbschenker.pl](http://www.dbschenker.pl).

5.5. **Pre-Notice pick-up** - in this option the consignor is notified of the expected pick-up, provided that DB SCHENKER is not responsible for the acceptance of the notification by the consignor and that in the case of this service it is not possible to change the delivery date.

5.6. **Pre-Notice delivery** - in this option the consignee is notified of the expected delivery, provided that DB SCHENKER is not responsible for the acceptance of the notification by the consignee and that in the case of this service it is not possible to change the delivery date.

5.7. **Proof of Delivery** is to provide an original or scanned CMR document or other agreed transport document which is used as a delivery confirmation.

The maximum time to return the document to the client is 30 calendar days.

Failure or delay by Schenker of Proof of Delivery service does not entitle the customer to suspend or refuse payment for other services.

5.8. **Same Day collection** - distribution of consignments DB SCHENKER *part load* and DB SCHENKER *full load* with the consignment collection date on the day of placing the order. This option is available only after prior consultation with Schenker and may not be booked via eSchenker.

6. The following pairs of options may not be combined with each other via eSchenker:

- Time window pick-up and Time window delivery
- Time window pick-up and Same day collection
- Time window pick-up and DGS/ADR
- Time window delivery and DGS (ADR)
- Fix Day pick-up and Fix Day delivery
- Fix Day pick-up and Same day collection
- Fix Day pick-up and DGS (ADR)

- Fix Day delivery and Same day collection
  - Fix Day delivery and DGS (ADR)
  - Same Day collection and DGS (ADR)
7. DB SCHENKER **oversized** - a dedicated logistics service each time tailored to consignments which require individual solutions because of their size, weight or special transportation requirements.
  8. DB SCHENKER shall provide services other than those listed above only if it accepts a written order for such a service. All additional instructions shall be binding upon DB SCHENKER only if expressly confirmed in writing.
  9. DB SCHENKER reserves the right to suspend, modify or cease any of the services provided by DB SCHENKER at any time by amending these DB SCHENKER General Terms. In such a case, DB SCHENKER shall inform the Client with whom a services agreement (for provision of any of the services referred to above) has been entered into of the possibility to further provide services under the conditions as similar to the contractual conditions as possible (hereinafter referred to as the proposal of DB SCHENKER). If, within 7 days of the receipt of the proposal of DB SCHENKER by the Client, the Client does not submit any reservations to the proposal of DB SCHENKER in writing or via email, it is assumed that the Client accepts the agreement as amended by the said proposal. Should the Client submit reservations to the proposal of DB SCHENKER within the time limit and in the form as defined in the previous sentence, the Parties agree that DB SCHENKER has terminated the agreement with the Client in respect of the service which will not be provided, within 21 days of the lapse of a 7-day period from the receipt of the proposal of DB SCHENKER by the Client.

#### **§4**

### **The goods whose transport is subject to limitations and requires separate written agreements.**

As a rule, the following consignments shall not be accepted for transportation by DB SCHENKER:

- a. tobacco and tobacco products;
  - b. plants and livestock (animals);
  - c. valuable consignments (e.g. gold and silver bars, precious stones, precious stone jewellery, items made of precious metals and valuable works of art);
  - d. bonds, negotiable documents and all types of securities;
  - e. currencies, banknotes and coins.
  - f. drugs and psychotropic substances;
  - g. consignments (SENT) 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 (does not apply to DB SCHENKER **part load** oraz DB SCHENKER **full load**)
2. The following consignments shall be accepted for transportation exclusively upon conclusion of a separate written agreement:
    - a. consignments that require specialist rolling stock and reloading;
    - b. consignments that require transportation at appropriate temperatures;
    - c. foodstuffs,
    - d. personal property,
    - e. high-alcohol products,
    - f. weapons,
    - g. consignments with parameters exceeding those specified in §3,
    - h. consignments for the transportation of which separate permits and licences are required,
    - i. goods which cannot be consolidated with other goods (not applicable to the option DB SCHENKER **full load**);
    - j. consignments without proper packaging that would protect the goods during transportation,
    - k. consignments without documentation required by detailed regulations.



consignments containing medicinal products which are subject to regulations of the Pharmaceutical Law and Good Distribution Practice;

3. DB SCHENKER does not transport waste and some classes of dangerous materials. Transport of consignments containing dangerous goods is regulated by the Terms for the Logistics of Handling Dangerous Goods in DB SCHENKER.
4. DB SCHENKER shall not be liable for any damage resulting from non-compliance with the transport requirements of the aforementioned consignments, unless a separate written contract has been concluded. The obligation to conclude a separate written contract for the transport of consignments, referred to in this paragraph 1 does not exempt in particular the acceptance of a consignment for transport, making an entry in shipping documents or submitting or accepting an order in a non-written form. In the absence of a written contract, it is assumed that the Client or the Sender has not provided DB SCHENKER with the necessary data regarding the shipment or performance of the contract of carriage. DB SCHENKER is not liable in the event of damage caused as a result of the service, which was carried out without a written contract, to the extent that it is permissible under the mandatory provisions of law.
5. In the absence of a written contract and the occurrence of damage related to the shipment of a consignment, which is excluded from transport in the DB SCHENKER network (see the list above) or failure to provide DB SCHENKER with necessary data regarding the shipment or performance of the contract of carriage, including the shipment of consignment whose actual content differs from the one declared in the Bill of Lading, Address Label, Proof of Shipment, the Client or the Sender is obliged to redress the damage to the full extent (including but not limited to damage to DB SCHENKER vehicles and equipment, damage to other consignments, costs of liquidation of environmental contamination).

## §5

### Acceptance and Performance of Orders

1. Orders should be submitted electronically via the e-schenker application, available on the website [www.dbschenker.pl](http://www.dbschenker.pl), under the conditions specified in the application,

In particular cases it is possible to place orders according to the patterns used by DB SCHENKER and published on the website [www.dbschenker.pl](http://www.dbschenker.pl) by electronic means (e-mail, the Internet) or by fax.

On the basis of written mutual arrangements it will be acceptable to place single orders by telephone or in a form of an electronic file, after having submitted to Schenker a standing order in writing according to the specimen presented on the website [www.dbschenker.pl](http://www.dbschenker.pl).

Orders sent by other means than via the e-schenker application should be submitted to Customer Service Departments in the DB SCHENKER units appropriate for the premises of the Client's ordering company.

For accepted orders submitted in a different way than through an e-schenker application or another agreed electronic form of data exchange (EDI), an administrative fee will be charged for the manual booking, according to the Table of Fees and Additional Services in the International Road Freight.

2. Orders no matter how they are placed should be delivered by:
  - a. **4:00 p.m.**, 1 business day prior to the date of loading for DB SCHENKER **system**, DB SCHENKER **system home** and DB SCHENKER **system premium** consignments in exports from Poland;
  - b. **12:00 p.m.**, 1 business day prior to the date of loading for DB SCHENKER **system**, DB SCHENKER **system home** and DB SCHENKER **system premium** consignments in imports to Poland;
  - c. **3:00 p.m.**, 2 business days prior to the date of loading for DB SCHENKER **part load** and DB SCHENKER **full load** consignments in exports and imports to / from Poland from / to EU and EFTA countries;

- d. **12:00 p.m.**, 3 business days prior to the date of loading for DB SCHENKER **part load** and DB SCHENKER **full load** consignments in exports and imports to/from other countries.
3. If DB SCHENKER does not make any comments and reservations on the content of an order - by phone, fax or electronically - within two hours for DB SCHENKER **system** consignments and eight hours for **SCHENKER part load** and DB SCHENKER **full load** consignments from the time of having received such an order, this shall mean that such an order has been accepted for performance on the terms specified in the content of an order. The orders delivered after the time specified in Point 2 shall be treated as orders delivered at 9:00 a.m. on the following business day.
4. Consignments are accepted for transport on the basis of a waybill signed by a consignor and a subcontractor's driver implementing the service on DB SCHENKER's order.  
All differences between consignment data, such as:
- a. address data,
  - b. parameters of a consignment,
  - c. the number of packages,
  - d. packing method,
  - e. additional instructions,

recorded in a waybill and those in the previously delivered order shall be notified to DB SCHENKER before a consignment is DB SCHENKER, within a time limit stipulated in §6 and confirmed in writing (electronic form is allowed) by DB SCHENKER.

If the service is implemented by DB Schenker, the change in the shipment address data will result in charges in accordance with the international road freight forwarding table, available on the website [www.dbschenker.pl](http://www.dbschenker.pl).

If there is no notification to DB SCHENKER by the Customer on changes made, any costs incurred thereby by DB SCHENKER, and in particular: costs related to delivery to an address of delivery other than that shown in the order, costs of waiting time, shall be charged to the Client.

If there is no notification to DB SCHENKER by the Customer about the change of shipment parameters, number of packaging or packaging method and in the event of DB SCHENKER service, DB SCHENKER will make corrections to the undervalued data provided in shipping documents or sent electronically regarding the shipment's parameters (weight, dimensions) , the number of packages, the method of packaging and will charge the Customer with fees in accordance with the Table of Fees and Additional Services in the International Road Transport, available at [www.dbschenker.pl](http://www.dbschenker.pl).

In the case of discrepancy in details on the consignment, DB SCHENKER is entitled to refuse delivery of the service and charge the Client with any costs incurred thereby at the rates as apply for cancellation of an order, set forth in the Table of Additional Fees and Services for International Road Freight, available on the website: [www.dbschenker.pl](http://www.dbschenker.pl).

5. If it is impossible to collect or deliver the DB SCHENKER **system**, DB SCHENKER **system home** or DB SCHENKER **system premium** consignment for reasons on the Customer's part (of the Consignee, Orderer or Consignor), DB SCHENKER shall take up another, paid attempt at collecting and delivering, at the Orderer's expense, without the need to obtain Orderer's or Consignor's consent.

If it is impossible to collect or deliver the DB SCHENKER **system**, DB SCHENKER **system home** or DB SCHENKER **system premium** consignment, following the second attempt at the consignment delivery at the latest, DB SCHENKER shall request the Orderer for further instructions concerning the consignment. The consignment Orderer should provide instruction on further handling of the consignment within 2 working days after the request has been submitted. If it is impossible to deliver the consignment again, DB SCHENKER shall return it to its Consignor at the Orderer's expense unless the parties agree a different procedure, including over the phone, based on the information and contact details included in the order

If it is impossible to collect or deliver the DB SCHENKER **part load** or DB SCHENKER **full load** consignment for reasons on the Customer's part (of the Consignee, Orderer or Consignor), DB SCHENKER shall take up another, paid attempt at collecting, at the Orderer's expense, without the need to obtain Orderer's or Consignor's consent and if it is impossible to deliver the DB

SCHENKER **part load** or DB SCHENKER **full load** consignment, DB SCHENKER shall request the consignment Orderer for further instructions concerning the consignment. The consignment Orderer should provide instructions on further handling of the consignment immediately.

DB SCHENKER shall be entitled to accrue extra fees under the Table of Fees and Extra Services in the International Road Forwarding.

DB SCHENKER may receive the instructions concerning the consignment from the Orderer also over the phone, based on the information and contact details included in the order. Having received the instructions over the phone, DB SCHENKER shall be obliged to submit them by e-mail to the Orderer's e-mail address named in the order or to another e-mail address named in the agreement executed by and between the Orderer and DB SCHENKER. If there are no instructions from authorized persons, DB SCHENKER, at its discretion and at the Orderer's expense, shall be entitled to return the consignment to its Consignor or store it in the location of its choice.

6. DB SCHENKER returns the consignment to its sender at the expense of the Client, unless the parties agree on a different procedure, which may also be agreed on the phone, based on the information and contact details provided in the order.
7. In case that second delivery of the DB SCHENKER **system** and DB SCHENKER **system premium** consignment is not possible within 2 working days after first delivery attempt, DB SCHENKER is entitled to charge the Client with the cost of shipment storage at the rates set forth in the Table of Additional Fees and Services for International Road Freight, available on the website: [www.dbschenker.pl](http://www.dbschenker.pl).
8. DB SCHENKER collects a consignment on the place of dispatch and carries it to a place of destination shown in the order and a transportation document. In case the information in a transportation document is different from that in the order, DB SCHENKER shall provide the service according to transportation documents, following the approval in accordance with the provisions of point 4.
9. If it is not possible to deliver the consignment due to reasons attributable to the Consignee or the Employer or the Sender, DB SCHENKER shall immediately ask the Employer for further instructions regarding the consignment. For DB SCHENKER **system** and DB SCHENKER **system premium** consignments: The Employer dispatching the consignment, within 2 business days from the date of sending the inquiry, should provide information regarding further handling of the consignment. For DB SCHENKER **part load** and DB SCHENKER **full load**: The Employer should immediately provide information regarding further handling of the consignment. DB SCHENKER has the right to charge a parking charge resulting from the Table of Fees and Additional Services at the International Road Transport DB SCHENKER returns the consignment to its sender at the expense of the Customer. The arrangements for receiving instructions from the Customer of the DB SCHENKER shipment may also be made by phone, based on the information and contact details contained in the order. After receiving a telephone order, DB SCHENKER is obliged to provide these arrangements by e-mail, which may be sent to the e-mail address of the Ordering Party indicated in the order or other e-mail address indicated in the contract concluded between the Customer and DB SCHENKER. In the absence of disposal of persons entitled DB SCHENKER, according to his choice and at the expense of the client, he has the right to return the consignment to its sender or place the consignment at the place chosen by him.
10. The sender is obliged to deliver DB SCHENKER **system**, DB SCHENKER **system home** and DB SCHENKER **system premium** shipments to the edge of the vehicle's cargo platform. For DB SCHENKER **system** and DB SCHENKER **system premium** shipments, the driver is obliged to make the shipment available to the consignee at the edge of the vehicle's cargo platform. For DB SCHENKER **system home** shipments, the driver is obliged to unload the goods from the vehicle's cargo platform, but not to the consignee's premises. If the weight of moved cargoes exceeds 30 kg with regard to manual loading actions or 400 kg with regard to loading actions performed with the use of manual trolleys, the Client shall be obliged to provide loading actions at the place of sending and the place of delivery of the consignment, namely the delivery of the consignment by the loader to the open load-carrying body to a place indicated by the driver and acceptance of the consignment by the consignee from the open load-carrying body of the truck, from a place indicated by the driver.

Any other way of collection/delivery of a consignment shall be mutually agreed and subject to additional fees.

11. Loading and unloading actions, including arrangement of the DB SCHENKER **part load** and DB SCHENKER **full load** (consignments on the vehicle are performed by, at cost and risk of a person loading/unloading. During loading driver shall supervise the process of arranging a consignment on a

truck. A driver participating in a loading process is authorized to give instructions to a person loading on how to arrange the cargo on a truck.

12. In case any damage is discovered while a consignment is received/handed over a certificate of damage should be prepared by a consigner/consignee and a carrier. Information that a certificate of damage was issued should be recorded in the waybill. In case a driver for the reasons beyond his control does not participate in loading actions or a certificate of damage is not prepared, it shall be presumed that the cause of damage was at Client's fault.
13. An order is deemed to have been implemented once consignments have been put for unloading at a place shown in the order unless DB SCHENKER expressly agreed to carry out loading actions.
14. If, in connection with performance of the agreement, it appears necessary for DB SCHENKER to take any unpredicted actions, DB SCHENKER shall agree to perform them upon Client's prior approval of conditions.
15. In emergency situations, when it is impossible to contact a Client and any delay may result in an irreparable loss, DB SCHENKER shall - without any prior consultations - take actions, as referred to in point 13 at Client's risk and cost.

In case there is a risk of impairment in value of the goods collected, or in case goods, because of their natural properties, may cause a threat to human life, property or environment, and any contact with the Client is impossible, or if the Client, having received a notice to undertake actions preventing a threat fails to do so, DB SCHENKER shall have the right to take any relevant actions, and if necessary, to sell goods in a proper manner.

Depending on circumstances, DB SCHENKER may - without any notice - sell the goods if there is a threat that they may suffer total or partial impairment of value, or render them harmless or destroy them if they are able to generate another threat.

DB SCHENKER shall immediately settle any receipts from sale with the Client from, deducting any costs incurred in connection with such sale.

DB SCHENKER shall immediately notify the Client of the actions taken and - at Client's request - present proofs of expenses incurred thereby.

DB SCHENKER may charge an additional fee to the Client for the actions taken at the amount specified in the Table of Additional Fees for International Land Services - and if there is no corresponding item for such actions - at the amount specified for the most similar actions.

16. Specific obligations relating to the transportation of consignments to Hungary:
  - a. In case of obligation of shipment registration in the Electronic Trade and Transport Control System (EKAER), the Client is obliged to transfer in their order the EKAER number to DB SCHENKER
  - b. Any costs with which DB SCHENKER or their subcontractors may be charged by state control bodies of Hungary, as well as costs related to the execution of the decisions of these control bodies (transportation to the indicated place for unloading, costs of storing the consignments, other similar costs) and the costs that DB SCHENKER may bear towards other clients as a result of the delay in deliveries of their shipments transported in the same vehicle shall be borne by the Client, provided that the cause of their occurrence is an untrue statement, a wrong number of EKAER stated in the order by the Client or an untimely update of a notification in the EAKER system.
  - c. DB SCHENKER, at the latest on the day of loading the consignment to the truck in which the consignment is delivered to the area of Hungary, shall transfer by e-mail or by fax to the person indicated at the Client's the registration number of the vehicle that will cross the border of Hungary.

17. At every stage of transport, DB SCHENKER is entitled to inspect the consignment using available methods and means of control, without tampering with the packaging, unless the consignment is

damaged in transport and the packaging has to be tampered with in order to draw up a certificate of damage to secure the consignment.

18. If DB SCHENKER undertakes to transport (SENT) 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 Contracting Party 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 mentioned 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.

19. 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 are entrusted under the terms of processing personal data of DB SCHENKER business partners published at the [www.dbschenker.pl](http://www.dbschenker.pl) website, an integral part of these General Terms.

## **§6 Cancellation of Orders**

1. Cancellation of any order confirmed by DB SCHENKER should be made at right time to enable DB Schenker to take actions to minimize the costs incurred thereby.
2. Cancellation of the order must be in a written form and should be sent to Schenker by fax or electronic mail.
3. The following time limits are deemed final to cancel orders:
  - a) **4:00 p.m.**, 1 business day prior to the date of loading for DB SCHENKER **system** and DB SCHENKER **system premium** consignments in exports from Poland;
  - b) **2:00 p.m.**, 1 business day prior to the date of loading for DB SCHENKER **system** and DB SCHENKER **system premium** consignments in imports to Poland;
  - c) **2:00 p.m.**, 1 business day prior to the date of loading for DB SCHENKER **part load** and DB SCHENKER **full load** consignments in exports from Poland to EU and EFTA countries;
  - d) **12:00 p.m.**, 1 business day prior to the date of loading for DB SCHENKER **part load** and DB SCHENKER **full load** in imports to Poland from EU and EFTA countries;
  - e) **2:00 p.m.**, 2 business days prior to the date of loading in exports and imports to/from other countries.
4. For orders cancelled after the time limits, specified under sec. 3, DB Schenker shall charge additional fees according to the Table of Additional Fees for International Land Services, published on the website [www.dbschenker.pl](http://www.dbschenker.pl).

## **§7 Packaging**

1. Consignments dispatched for transportation should be packed in the manner proper for a relevant transportation process. In particular, the packaging should:
  - secure a consignment against any damage which may occur as a result of ordinary external forces during the entire transportation process;
  - prevent any unauthorized access to the content of a consignment;
  - do not cause any threat to human life or health and should be safe for other consignments;
  - be additionally secured against damage if packaging is at the same time commercial packing;
  - packaging of dangerous goods should be relevant to the content of a consignment, in compliance with the ADR regulations.
2. DB SCHENKER may refuse to implement a service in case packaging is improper.

## **§8 Documents**

1. In the case of orders for transportation of hazardous cargos, the Client shall provide any documents and information on the cargo as may be required by the ADR regulations.
2. The Client shall provide DB SCHENKER or an entity indicated by it with any necessary documents connected with transportation of a consignment, including any documents required to do customs formalities, and provide DB SCHENKER with any indispensable information as may be vital in the service implementation process.  
DB SCHENKER is not required to verify if the documents and information provided are accurate, final and true.
3. The documents listed in sec. 1 and 2 should be handed to a driver in an envelope bearing a description and information on its content.
4. In the event of a transport order that concerns strategic goods within the meaning of the Act of 29th November 2000 on foreign trade in goods, technologies and services of strategic importance to the security of the state and to maintain international peace and security (Journal of Laws No. 119 item 1250 of 2000 with subsequent amendments) and the Council Regulation (EC) no. 2021/821 of 20 May 2021 setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items (Official Journal of the EU L 206/1 of 11.06.2021 with subsequent amendments ) and while taking into account national and international mandatory acts specifying list of countries covered with sanctions and trade prohibitions , the service shall be provided on condition that the Ordering Party provides a copy of the export/import permit for the goods and that Schenker obtains a license to provide the services covered by the agreement (if such a license is required). Schenker also reserves the right to adjust the rates enumerated in the Agreement by other necessary costs connected with strategic goods handling. The Ordering Party is obliged to provide the goods control number in compliance with the above provisions. Failure to provide the control number shall be deemed as the Ordering Party's declaration that the goods covered by the order are not strategic goods.

The Client hereby states that it has no relationship with the persons or entities with whom business transactions are forbidden by Polish or international regulations, and that they are not placed on the list of entities with whom business transactions are forbidden by such regulations. If the above statement is untrue, or there are grounds to suggest the foregoing, DB SCHENKER is entitled to immediately discontinue the cooperation with the Client without any compensatory damages.

5. DB SCHENKER does not provide services in transportation of documents. All documents relating to a consignment (except for those listed in sec. 1 and 2) should be placed inside a consignment or should be firmly fixed to the consignment packaging.  
Transportation of any other documents accompanying a consignment shall be agreed in advance.

6. If any service or its part provided on the basis of this Contract is or is going to be forbidden by any legal regulations, including, but not limited to, the law of the United States of America, the European Union or domestic law, including, but not limited to, the regulations on combating terrorism and concerning embargoes, DB SCHENKER has the right to cease the provision of the service or its part at any time, without notice and without bearing any liability towards the Client.

## §9

### Labelling of Consignments

1. The sender should properly mark the shipment for transportation. The marking of a package shall mean the placement on the packaging of a visible label of DB SCHENKER, generated from the e-schenker system or supplied by DB SCHENKER.

It is possible to mark the shipment with the sticker of the Client provided the following criteria are met: The content of the sticker should contain at least the following data:

- exact address of the sender with country and postal code;
- exact address of recipient with country and postal code;
- number of package/number of packages in total;
- the gross weight.
- identification code of the packaging according to SSCC standard

In the absence of standardized labels, as described above, a fee will be charged for the labelling of the consignments, according to the Table of Fees and Additional Services in the International Road Freight.

2. Consignments containing goods which due to their properties have to be transported in a certain position, require special caution during transport or reloading, cannot be loaded in a few layers, should be additionally marked with labels showing proper handling signs. In case of dangerous goods it is an obligation of a Consignor to select relevant packaging and properly mark a consignment with suitable labels and captions required by the ADR regulations.
3. Any other manner of labelling is subject to separate arrangements.

## §10

### Fixing a Service Price

1. The price for the services provided by DB SCHENKER is based on current DB SCHENKER price lists, in particular:
  - a. for DB SCHENKER **system** and DB SCHENKER **system premium** consignments shipping services and DB SCHENKER **part load** and DB SCHENKER **full load**, depending on the weight of the shipment, distance and country of delivery/receipt;
  - b. for additional options - according to the relevant Table of Services and Additional Charges in International Road Freight.
2. There are two ways of determining the weight of a consignment:
  - a. on the basis of the actual weight of a consignment,
  - b. on the basis of the so-called calculation based weight.
3. To determine a price for the weight of a consignment a higher parameter, real weight or calculation based weight, is taken. Calculation based weight is determined on the basis of:
  - **volume** (calculation based weight = volume of a consignment [m<sup>3</sup>] x applicable conversion factor),
  - **load meters** (calculation based weight = number of load meters (ldm) x applicable conversion factor).  
The number of load meters (ldm) is calculated according to the formula:  
**ldm = LxW/2.4** (the product of length and width, divided by 2.4),

L - length of longest side of packaging, expressed in meters and rounded up to 0,1 m,  
W - length of shorter side of packaging, expressed in meters and rounded up to the closest multiple number of 0.2 m,

2.4 = width of the open load-carrying body, taken as 2.4 m. wide.

In the case of a few packages composing one consignment which can be arranged near each other, the widths are totalled, and next rounded according to the principles as above.

ldm index is used for consignments which are more than 1.5 m high or for such on which (no matter how high they are) other consignments cannot be placed.

- For shipments containing **long packages of type 1** or **long packages of type 2**, a fee shall be charged according to the Table of Services and Additional Charges in International Road Freight,
- For DB SCHENKER*system* and DB SCHENKER*system premium* consignments not suitable for mechanical handling, whose weight calculable exceeds 150 kg, a fee shall be charged according to the Table of Services and Additional Charges in International Road Freight.

The value of the above mentioned conversion factors varies from country to country of delivery/collection in accordance with information provided by DB SCHENKER.

4. Rates for transportation include the time of waiting for loading and unloading save that:
  - a. for consignments DB SCHENKER*system*, DB SCHENKER*system premium* and DB SCHENKER*part load* the waiting time may not exceed 30 minutes;
  - b. for consignments DB SCHENKER*full load* the waiting time may not exceed 1 hour.

In the case of dispatch/collection of consignments to/from non-EU and EFTA countries this time is 24 hours. The waiting time is calculated from the agreed moment of providing a truck for disposal of a consignor/consignee until the end of the loading/unloading process, and in the case of customs clearance until a truck is released after the finished customs clearance procedure. In case the said waiting time is exceeded, the fees as in the Table of Additional Fees for International Land Services published on [www.dbschenker.pl](http://www.dbschenker.pl) shall apply.

5. For settlements of transportation services a fuel adjustment index is used at the amount and in accordance with principles specified on [www.dbschenker.pl](http://www.dbschenker.pl).
6. For settlements of services a currency adjustment factor is used at the amount and according to the principles specified on [www.dbschenker.pl](http://www.dbschenker.pl).
7. For the purpose of converting currencies in which rates for services are expressed, including fees and services included in the Table of Services and Additional Charges in International Road Freight, the average exchange rate of the National Bank of Poland of the currency in force on the last working day preceding the date of service. The date of service delivery shall be the date of unloading the consignment at the place of delivery.
8. The prices are increased by the Value Added Tax in the amount complying with the Act of 2004-03-11 (as amended) on Value Added Tax.
9. 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.
10. 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)
11. 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.
12. The price list is understood as 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.

## **§11**

### **Payment Methods and Dates, Terms of Settlements**

1. Payment for a service is made by the Client or a payer indicated by it within 14 days from the date of issue of an invoice.
2. Payment is deemed effective when credited to DB SCHENKER's bank account. Any delay in payment of charges with respect to the scheduled time will result in DB SCHENKER's adding interest thereby at statutory rate.
3. For clients subject to separate written agreements other dates of payments are possible.

## **§12**

### **Liability**

1. Under these General Terms, DB SCHENKER assumes the rights and obligations of a contracting international road carrier ("Contracting Carrier") as laid out in the Convention on the Contract for the International Carriage of Goods by Road (CMR) dated May 19, 1956 (Journal of Laws of 1962 No. 49, item 238 as later amended). Thus, DB SCHENKER is not entitled to release itself from the liability as a forwarder by referring to the lack of fault in selection of a subcontractor. DB SCHENKER is liable for non-performance or improper performance of the service exclusively on the terms specified for an international carrier in the CMR Convention, unless these General Terms state otherwise. With regard to additional services not resulting from the CMR Convention, DB SCHENKER's liability shall be governed by the Civil Code, however such liability may not exceed twice the amount of the remuneration for the service during which the loss occurred.
2. DB SCHENKER is liable as a contracting carrier for partial or total loss of or damage to goods which may occur from the moment such goods are collected for transportation until delivery (placement for unloading) with account taken for any possible delay of delivery. DB SCHENKER may carry out unloading at Client's cost in case the Consignee refuses to receive consignments and the Consignor fails to provide instructions on how to further proceed with them. If this is the case, DB SCHENKER shall be liable for having such goods in its care in accordance with the regulations in force.
3. In the case when DB SCHENKER did not guarantee the date of delivery in writing, it is obliged to provide the delivery of goods in reasonable time.
4. Fixing the date of delivery in any form does not provide the basis for claims under special interest (Article 26 of the CMR Convention), except for cases when a written agreement on special interest, specifying additional remuneration on this account, has been included.
5. DB SCHENKER shall not be liable for total or partial impairment in value of or damage to goods for the reasons indicated in the CMR Convention, and in particular for those caused by:
  - a. error or negligence of the Client;
  - b. reloading, loading, unloading or arrangement of goods by the Client or other persons acting on its behalf;
  - c. intrinsic susceptibility of goods to damage by breaking, leak, self-ignition, decay, corrosion, fermentation, evaporation or sensitivity of goods to low or high temperature or humidity;
  - d. improper packing or the lack of it;
  - e. incorrect or incomplete address provided or improper labelling of goods;

- f. wrong or incomplete information on goods provided;
  - g. circumstances on which DB SCHENKER has no impact and the effects of which cannot be prevented by it.
6. Notwithstanding the provisions contained above DB SCHENKER bears liability to the extent to which any error or negligence at DB SCHENKER's fault led to total or partial loss of, damage to, or delay in delivery of goods.
7. Compensation for damage, missing of goods in part or in whole or for delay is calculated - in terms of principles and amounts - in accordance with the provisions of the CMR Convention.
8. 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.
9. DB SCHENKER is not liable for any events caused by events of force majeure. In case of force majeure the forwarding-logistic service of the Client will be suspended for as long as the circumstances caused by force majeure will last.  
**Force majeure** is an event which could not be predicted even if utmost care was taken as required for professional performance of services, and which is external both with respect to DB SCHENKER and the Client, and which could not be counteracted by the Parties while acting with due diligence. Events of force majeure in understanding of these General Terms are in particular: strikes, blockades of roads or other commonly used driveways, natural disasters, epidemics, weather conditions and other natural forces, the impact of which differs from the average in a given period and makes service providing impossible.
10. The Client shall not be entitled to compensation on the terms used in the case of the loss of goods, if DB SCHENKER can prove that the goods were not lost in the time specified by the CMR Convention and may be delivered in reasonable time.
11. The Client shall compensate DB SCHENKER for any losses incurred as a result of:
  - a. delivery of incorrect, unclear or incomplete information on goods;
  - b. improper packing or labelling of goods;
  - c. improper loading or arrangement of goods on a transport unit carried out by the Client;
  - d. harmful properties of goods which could not be predicted by DB SCHENKER;
  - e. errors committed by the Client, as a result of which DB SCHENKER was compelled to pay customs duty, tax or place a security deposit.
12. The Client bears responsibility for actions of any third persons as appointed by the Client who, in relation to execution hereof, participate in providing those services, and in particular for Consigner's or Consignee's actions or failures, provided that the Client appointed them for DB SCHENKER as participants of the Agreement or their participation results from the nature of an order.
13. DB SCHENKER reserves the right of pledge on the consignment in accordance with the provisions of the Civil Code concerning freight forwarding.

## §13

### Claims handling procedure

1. Claims shall be settled in accordance with the claims handling procedure provided in the Convention on the Contract for the International Carriage of Goods by Road (CMR) of 19 May 1956 (DZ.U. [Journal of Laws] of 1962, No. 49, item 238 as amended).
2. Claims addressed to DB SCHENKER shall be filed in the form specified below, without undue delay, with the DB SCHENKER Customer Service Department which accepted the order.
3. A claim, including the attached documents specified below, shall be filed with DB SCHENKER in one of the following forms:
  - a. In writing - a claim letter of specifying: name of the claimant and address, reason for a claim along with justification, object of a claim, reference number of a consignment given by DB SCHENKER or a type and number of a shipping document, claimed amount, current number of

- a bank account, a list of attached documents and signature of the claimant shall be filed in writing with the DB SCHENKER Customer Service Department which accepted the order;
- b. In a documentary form - an e-mail notice with claim letter including name of the claimant and address, reason for a claim along with justification, object of a claim, reference number of a consignment given by DB SCHENKER or a type and number of a shipping document, claimed amount, current number of a bank account, a list of attached documents shall be sent to e-mail address: info-pl@dbschenker.com
  - c. DB SCHENKER shall consider claims on the basis of documents submitted thereto in the form of electronic copies, but reserves the right to request original documents.
4. Submitting a claim with the use of electronic communication means is tantamount to granting consent by the claimant for the provision by DB SCHENKER of a reply to the claim, correspondence or a notice to the e-mail address from which the claim has been sent, provided that in the content of the claim 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 authorised to provide an answer in a written form.
  5. DB SCHENKER shall provide answers in a written form to claims submitted in writing, unless the claimant requests that an answer to a claim or a notice should be sent with the use of electronic communication means.
  6. Formal claim should jointly include a set of the following documents:
    - a. waybill or any other 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 its mitigation;
    - 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 claimant is not the only party entitled to pursue claims.
  7. Until DB SCHENKER decides whether to accept or reject the claim, the claimant is obliged to secure the consignment.
  8. While considering a claim, 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.
  9. Claims shall be settled by DB SCHENKER within 30 days of the date of receipt of a complete set of documents.
  10. The claimant shall have no right to deduct claimed amount claims towards DB SCHENKER from any freight invoices issued by DB SCHENKER..
  11. If, based on the applicable law, DB SCHENKER accepts the claim as legitimate, it shall be authorised to pay compensation for the total or partial loss of goods, in accordance with the value of the goods at the place and time at which they are received for carriage, whereby the compensation must not exceed 8.33 SDR per kilogram of gross weight short.
  12. Besides, it shall return the carriage charge, customs duty and other documented expenses, incurred in connection with the carriage of the goods, in whole in the event of total loss, and proportionally in the event of partial loss; and no other compensation shall be due.
  13. If delivery is delayed and an entitled person proves that it has suffered damage as a result thereof, DB SCHENKER is obliged to pay compensation, which must not be higher than the carriage charge.
  14. In the event of damage to the consignment, DB SCHENKER shall pay an amount by which the value of the goods has decreased, subject to point 10, whereby the compensation must not exceed:

- a. If the whole consignment has suffered a decrease in value through damage - the amount that would have to be paid in case of loss of the whole consignment,
  - b. If only part of the consignment has suffered a decrease in value through damage - the amount that would have to be paid in case of loss of the part which has suffered the decrease in value.
15. If the consignee has accepted the goods and has failed to check their condition in the presence of the driver or has failed to report objections to the driver regarding generally the type of shortage or damage not later than at the moment of delivery, in case of visible shortage or damage, or within seven days of the date of delivery, excluding Sundays and bank holidays, in case of invisible shortage or damage - it is presumed, unless there is evidence to the contrary, that the goods have been received in the condition described in the waybill. The above mentioned objections shall be raised in writing in case of invisible shortages and damage.
16. If the condition of the goods has been jointly verified by the consignee and the driver, proof to the contrary cannot be presented, unless the shortages and damage are invisible and if the consignee has reported written objections to the carrier within seven days of the date of verification, excluding Sundays and bank holidays.
17. A delay in delivery may provide grounds for compensation only when objection is reported in writing within 21 days of the date the goods are placed at the disposal of the consignee.
18. The entitled person may consider the goods as lost, without being required to furnish further proof, if it has not been delivered within 30 days following the expiry of the agreed time-limit, or if there is no agreed time-limit, within 60 days after receipt of the goods by the carrier.
19. If the data that provide basis to calculate the compensation are 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**

#### **Changes in the General Terms**

1. The Client assures that during the period of cooperation with DB SCHENKER he shall have continuous Internet access and agrees that he shall on its own find out about the current content of these General Terms using information provided on the website [www.dbschenker.pl](http://www.dbschenker.pl)
2. DB SCHENKER undertakes to present on these pages information about the date on which every change becomes effective. In the case of introduction of the said changes on www page only information about the changes becoming effective presented on www page will be considered as binding while possible information sent to the Consignor in a written notice or in an e-mail will have the character of additional information exclusively.

#### **§15**

#### **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 protection of personal data) Schenker sp. z o. o. informs that:

1. Client's personal data will be administered by Schenker Sp. z o.o. with its seat at 18, Żwirki i Wigury str., 02-092 Warsaw
2. The Compliance with data protection rules at Schenker Sp. o.o. is supervised by the designated Data Compliance Officer who can be contacted at the following e-mail address: [IOD@dbschenker.com..](mailto:IOD@dbschenker.com..)

3. Client's personal data will 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 Client and the data Administrator	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 are to be processed)
To process complaints	GDPR art. 6(1)(b) (agreement performance) GDPR art. 6(1)(c) (legal requirement)
To contact Clients in order to enquire about their satisfaction level	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/receivable 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 Administrator)

4. Client's personal data will be used by companies delivering load/transport services, mail services, custom clearing services, shipment receivers, services in shredding paper documents/destroying electronic media, management/storage of document resources, tax/legal services, services in recovery of receivables, accounting companies.
5. The Customer'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 Clients' personal data will be stored by Schenker Sp. z o.o. depends on the storage purpose as follows:
- Contract accomplishment period – for data processed to perform a contract/a co-operation agreement,
  - A period necessary to consider a filed complaint – for data processed to process complaints
  - Until the dispute is resolved / the Parties are settled (including proper deadlines for claim time limits – for data processed to process claims/run receivable recovery actions,
  - Until the Client raises an objection – for data processed to study customer satisfaction level and/or to conduct direct marketing actions (to directly mail business information)
  - 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 their personal data the Client is entitled to:
- ask data Administrator to make the data available, to correct them, or to restrict their processing
  - move the data if they are processed to perform a contract/co-operation agreement or to process complaints,
  - raise an objection if they are processed to study customer satisfaction level and/or to conduct direct marketing actions (to directly mail business information), including customer profiling,
  - file complaints to proper supervising body (President of Personal Data Protection Office) in case they believe their data are processed in breach of General Data Protection Regulation.
8. Submitting personal data by the Client is indispensable to reach the contract. No contract/cooperation may be reached with Clients who do not wish to submit their personal data to data Administrator. Data are submitted voluntarily in other circumstances indicated in section 3, however they are indispensable to accomplish the objectives.

## §16 Additional Information

1. When transporting a consignment DB SCHENKER assumes that it is sufficiently secured for the time of transportation. Carriage of a consignment insufficiently secured takes place only at Client's risk and liability.

2. DB SCHENKER has the right to check if a consignment corresponds to consignor's statements contained in the waybill.
3. DB SCHENKER may unilaterally and with a binding effect for the Client change the provision concerning parameters of a consignment in a waybill if they differ from the actual state of things.
4. The Client is a guarantor of payment for the performed service in case it indicates a different payer.
5. The Client hereby states that it has no relationship with the persons or entities with whom business transactions are forbidden by Polish or international regulations, and that they are not placed on the list of entities with whom business transactions are forbidden by such regulations. If the above statement is untrue, or there are grounds to suggest the foregoing, DB SCHENKER is entitled to immediately discontinue the cooperation with the Client without any compensatory damages.
6. The Client 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 Client in business contacts.  
The Client agrees that its postal addresses, including electronic mail address, shall be placed in DB SCHENKER database as well as agrees that these addresses shall be used for the purpose of direct marketing of DB SCHENKER products and services.  
The Client has the right to revoke its consent to receive commercial information by sending a relevant written statement to the address of DB SCHENKER head office:  
Schenker sp. z o.o. ul. Żwirki i Wigury 18, 02-092 Warszawa
7. DB SCHENKER has an Integrated Quality, Environment and Work Safety Management Policy in accordance with the requirements of: ISO 9001:2008, ISO 14001:2004, OHSAS 18001:2007, ISO/IEC 27001:2005, 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).
8. Any disputes that may arise out of or in connection with conclusion and implementation of the service by DB SCHENKER shall be examined by common courts relevant for DB SCHENKER's registered office, DB SCHENKER's organizational unit (branch), which performed the service or the city of Poznań, at option of the party instituting an action.
9. Schenker Sp. z o.o. provides customs services based on the Regulations for the Provision of Services by the Customs Agency of Schenker Sp. z o.o. available on the DB SCHENKER website ([www.dbschenker.com](http://www.dbschenker.com))

Schenker Sp. z o.o. with its seat in Warsaw, ul. Żwirki i Wigury 18, 02-092 Warsaw  
Registration: District Court for the capital city of Warsaw in Warsaw, KRS entry: 000040104  
EU TAX ID: PL 527-010-38-24  
REGON: Regional Court for the capital city of Warsaw, 010500539  
Share capital: PLN 186.294.430  
Phone: (+48 22) 532-11-00, fax: (+48 22) 532-11-11; [www.dbschenker.pl](http://www.dbschenker.pl)