

## GENERAL TERMS OF SERVICE BY SCANDINAVIAN EXPRESS

These General Terms of Service by Scandinavian Express constitute an integral part of the Freight Forwarding Agreement.

### 1. Definitions

Unless otherwise specified explicitly in the Agreement, the Capitalized terminology has the following meanings:

#### Basic definitions

- |    |  |   |   |
|----|--|---|---|
| a) | Terms / GToS                                 | - | these General Terms of Service.   |
| b) | Agreement                                    | - | agreement for the provision of the Service concluded between the <b>Forwarder</b> , and - directly or through authorized third parties acting on their behalf - the <b>Principal</b> , with the GToS as its integral part;  |
| c) | Order  | - | a complete set of all the necessary information about the shipment and its properties, containing, in particular, the number of pallets, the weight of the shipment including packaging, the marking and numbers on individual units (packages), their amount, weight, dimensions, volume, the amount and type of packages, as well as a clear indication of whether the cargo within the shipment is on the list of strategic or dual-use goods, including arms, ADR or Waste. It must also determine the scope of the service ordered and any other data and documents necessary for the proper performance of the service. |
| d) | <b>Forwarder/</b><br>Scandinavian<br>Express | - | <b>SCANDINAVIAN EXPRESS POLAND</b> Sp. z o.o. located in Gdańsk at Budowlanych 19, Tax Identification Number (NIP) 9570000912, National Business Registry Number (REGON) 19097297400000, entered into the Register of Entrepreneurs kept by the District Court for the city of Gdańsk, VII Economic Division of the National Court Register (KRS), with the KRS number 0000173822, with a share capital of 51,000.00 PLN, as well as <b>SCANDINAVIAN EXPRESS SWEDEN</b> AB located at 103 93 Stockholm, Stockholms län, Org. No: 556940-2604.   |
| e) | <b>Principal</b>                             | - | refers to a person with rights and obligations arising from the Freight Forwarding Agreement concluded with the <b>Forwarder</b> or through their activity related to the performance of the forwarding service.  |

#### Persons to whom the Forwarder may pass the execution of a part of or the entire agreement:

- |    |                         |   |  |
|----|-------------------------|---|--|
| f) | Carrier                 | - | refers to a person executing the actual carriage of goods by their own means of transport (the actual carrier) or one who takes on the responsibility of the carrier expressly or implicitly as a result of their actions (contractual carrier). |
| g) | Substitute<br>Forwarder | - | entity to whom the <b>Forwarder</b> entrusts all the obligations regarding the execution of the Order under the forwarding agreement between the <b>Forwarder</b> and the <b>Principal</b> .   |
| h) | Sub-Forwarder           | - | entity used by the <b>Forwarder</b> to perform a designated part of the duties regarding the execution of an Order.  |

#### Third parties authorized by the Principal to send/receive shipment:

- |    |           |   |   |
|----|-----------|---|---|
| i) | Sender    | - | shipper, affreighter and consignor - the person responsible for loading the shipment, issuing and transferring documents and who is required to perform export customs clearance. |
| j) | Recipient | - | person authorized to receive the goods, together with the documents and who is required to perform import customs clearance.  |



## Other definitions:

- |    |  |   |  |
|----|--|---|--|
| k) | Valuable goods shipments                                       | - | in particular refer to ores, coins, money, negotiable instruments, precious stones, jewellery, antiques, paintings, works of art, etc.   |
| l) | Dangerous goods  | - | goods which are officially classified as dangerous, as well as those which are inherently or may become dangerous, flammable, radioactive, poisonous or otherwise harmful.   |
| t) | Shipment advice time   | - | time in which the <b>Forwarder</b> expects full information regarding the shipment, as well as the date and time when the cargo will be ready for loading.   |
| m) | Time when shipment is ready for pick-up                        | - | by default, 8.00 am on the date indicated in the Order by the <b>Principal</b> - unless a different time is indicated.   |
| n) | Time of loading and the preparation of documents for transport | - | time necessary for loading the shipment, including the time of waiting for loading, measured from the moment the vehicle is provided for the hour indicated by the <b>Principal</b> , as well as the time necessary for the preparation of documentation (trade and customs) - until it is handed to the driver by the Sender.   |
| o) | Time when the shipment is ready for transport                  | - | time at which the <b>Principal</b> (Sender) allows the vehicle to depart after loading and securing the shipment, and performing customs clearance, understood as passing the customs documents to the driver; time from which TT is calculated.   |
| p) | Transit Time (TT)  | - | time which passes from the time the shipment is ready for transport till the time of its delivery to the Recipient, measured in days. In the case of shipments which are ready for pick-up later than 8.00 am on the planned day of loading - this time shall be extended by one day.  |
| r) | Date of unloading  | - | by default, delivery on the specified date of unloading up to 4.00 pm. If delivery is required before 3.00 pm - TT is reduced by one working day.  |
| s) | Time of unloading  | - | time necessary for performing the unloading operations by the Recipient, including the waiting time, measured from the moment the vehicle is provided within the time specified by the <b>Principal</b> , including customs clearance.   |
| t) | Delivery/receipt Just in Time (JIT)                            | - | Delivery/receipt at a time indicated by the client on the date of loading/unloading planned by the <b>Principal</b> .  |
| u) | Specific features of the shipment                              | - | features due to which above-standard conditions of carriage must be provided, and which require the use of a specialist vehicle, the charting of a different route for transport (in particular regarding ferry crossing) or which result in the need to obtain additional licenses. In particular, this applies to shipments of ADR, waste or strategic and dual-use goods. |
| w) | Organization of customs clearance                              | - | ensuring that all necessary formalities for customs clearance, both in terms of export and import, are undertaken in such a way that the clearance proceeds smoothly, without delays or complications; in the case of obstacles - immediately informing the <b>Principal</b> .   |
| x) | Unreloadable shipment  | - | a shipment, the displacement of which during the implementation of the transport process is not possible without the risk of exposing it to damage or damaging the vehicle onto which it was loaded by the Sender.   |
| y) | Table of Fees, Extra Services and Exceptions (ToFEE)           | - | the current table listing the fees for additional services of the <b>Forwarder</b> and the consequences or possible extra charges which the <b>Principal</b> will have to bear in the occurrence of exceptions, for which the <b>Principal</b> is responsible. The Table of Fees, Extra Services and Exceptions (ToFEE) is an integral part of the Terms of Service.         |



- z) Exception - deviation from the arranged terms of execution of the Forwarding Agreement.
- aa) Working days - by working days the **Principal** and the **Forwarder** unanimously understand all days apart from Saturdays and other non-working days, as stated in the act of 18 January 1951 on non-working days (Journal of Laws of 1951, No. 4, item 28 with amendments).
- bb) LTL - part-load shipments from 1 to 21 pallets.
- cc) FTL - full truck load shipments from 22 to 33 pallets.
- dd) oversize load - oversize loads.
- ee) SDR - Special Drawing Rights as defined by the International Monetary Fund.
- ff) CMR - refers to the Convention on the Contract for the International Carriage of Goods by Road (CMR) of 19.05.1956r. (Journal of Laws of 1962. No. 49, item 238 as amended).
- gg) CC - refers to the Act of 23 April 1964 of the Civil Code (Journal of Laws of 18 May 1964, as amended).
- hh) Transport Law - refers to the act of November 1984 on Transport Law (Journal of Laws of 2000 No. 50, item 60, as amended).

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#### GENERAL PROVISIONS

### I. The subject of the GToS.

1. The subject of these Terms includes:
  - a) the rights and obligations of the Parties in the performance of forwarding, transport and logistics services, as evidenced by the conclusion of a Forwarding Agreement, hereinafter referred to as the Agreement, referring to the Terms of Service,
  - b) mutual formal and legal relationships between the **Principal** and the **Forwarder**,
  - c) the content of all other legal relationships between the **Forwarder** and the **Principal** associated with freight forwarding, transport and logistics,
  - d) the rights and obligations of the **Forwarder** and the purchasers of Services for third parties.

### II. Rights and responsibilities of the Forwarder.

1. Activities falling within the scope of services provided by the **Forwarder**.
  - a) The **Forwarder** is a business entity who professionally and for a fee, on their own behalf but at the expense of the **Principal** or on behalf of the **Principal**, undertakes activities connected with the sending or receiving of a shipment, organizing the whole or part of the process of the translocation of goods and other activities related to shipment services.
  - b) The scope of **Forwarder's** activities may also include: consultancy regarding the conditions of transport and route selection, preparation of the shipment for transport (labeling, packaging, repackaging - packing), the choice of carrier, the conclusion of an agreement with the carrier, as well as the preparation of shipping documents, distribution, insuring the shipment or being an intermediary in the insurance process, handling goods or ordering such activity, storage of the shipment, submission of the shipment to a bonded warehouse, organization of customs clearance.
2. The **Forwarder** is obliged to take the necessary steps to secure the rights of the **Principal** or a person designated by the **Principal** with respect to the carrier or another **Forwarder**. The **Forwarder** is liable for carriers and sub-forwarders, which are used by the **Forwarder** for the execution of the Order, unless the **Forwarder** is not responsible for the selection.



3. The **Forwarder** provides services based on their experience and knowledge of the possible conditions of the Order in terms of required permits, road conditions along the route, the technical availability of ferries and internal regulations of countries through the territory of which transportation will take place. When a shipment has been accepted and then it proves impossible to be forwarded according to the earlier established regulations and the Principal has been promptly informed, the Forwarder may, at the Principal's risk and expense, alter the transport routes, change the means of transport or service procedures including stowing, storage, transportation or transshipment.
4. The **Forwarder** may undertake the carriage themselves - in which case fulfilling the rights and obligations of the carrier.
5. The **Forwarder** performs the services as far as possible in accordance with the guidelines of the **Principal**. If the guidelines are inaccurate, incomplete or inconsistent with the Agreement, the **Forwarder** may act, at the risk and expense of the **Principal**, in a manner they consider appropriate. Unless otherwise agreed, the **Forwarder** may, without notifying the **Principal**, arrange the transport of shipments on or under the deck and choose or change the means of transport, route or service procedure, stowage, storage and transport, as well as reloading shipments.
6. The **Forwarder** shall be liable for transportation including loading and unloading in particular within the scope of the Principal's written order. If a Sender, Recipient contracts any works to the **Forwarder** without their written consent, any consequences arising from such works shall be suffered by the **Principal**.
7. If, during the execution of the Order, additional circumstances occur which the **Forwarder** could not foresee, and which were influenced by the **Principal** or persons designated by the **Principal** in the Order (Sender and/or Recipient), the **Forwarder** is entitled to unilaterally change the amount of the agreed price, which the **Principal** will accept, or to withdraw from the Agreement without incurring any consequence, and with the right to Remuneration.
8. The **Forwarder** reserves the right to withdraw the vehicle provided and/or demand additional charges specified in the ToFEE in the event of :
  - a) the shipment not being ready,
  - b) a change in the shipment parameters (in particular, the amount of pallets, dimensions and weight),
  - c) an unexpected delay in loading or unloading,
  - d) the unagreed necessity of reaching a Customs Agency/Office with an oversize load shipment,
  - e) discrepancies between the planned distribution of weight of the shipment (center of gravity) with the real distribution, resulting in a different amount of pressure on the respective axles of the vehicle,
  - f) refusal to accept the shipment in part which exceeds the planned amount of pallets above the permissible tolerance in accordance with the ToFEE
  - g) alterations regarding point 3 and 5 of this article.
9. If the **Forwarder** is obliged to obtain proof of postage for sending documents, then such proof of postage releases the **Forwarder** from liability for non-delivery or delay in the delivery of documents. Without a written request, the **Forwarder** is not obliged to insure the documents that are to be sent.
10. When picking-up the shipment, the **Forwarder**, or a person authorized by them, is obliged to check whether the shipment has been prepared for transport and is intact, complete or without external damage and in accordance with the accompanying documents (bill of lading, consignment note, etc.).
11. If the shipment has not been prepared for the pick-up in the time indicated in the Order, and therefore the Agreement cannot be wholly or partly fulfilled in accordance with its provisions, the **Forwarder** is entitled to receive the agreed Remuneration, as stated in the ToFEE. If the actual dimensions of the consignment, its volume or weight are different from the those declared, the **Forwarder** is entitled to:



- a) its acceptance for transport for a fee,
  - b) withdrawal from the Agreement with the right to full Remuneration,
  - c) the performance of the Agreement in another time agreed upon with the **Principal**, with the right to additional Remuneration in accordance with the current ToFEE.
12. When organizing the transport of the consignment the **Forwarder** assumes that it is adequately secured for transport. Carriage of an inadequately protected shipment is solely at the risk and responsibility of the **Principal**.
  13. The **Forwarder** reserves the right to refuse to render freight forwarding services involving goods which are faulty or inadequately packaged or inconsistent with the provisions of the Agreement.
  14. In the case when the Recipient is absent or refuses to accept the shipment, the **Forwarder** shall thereafter inform the **Principal** and place the shipment at the disposal of the **Principal**. The **Forwarder** shall charge the **Principal** a fee for the performance of the **Principal's** instructions in accordance with the provisions and rates contained in the ToFEE .
  15. If customs clearance must be performed, all formalities and fees associated with it are the responsibility of the **Principal** and must be arranged so as not to cause delays in the execution of the Order. Due to the planned route included in permits to drive a non-standard vehicle, suitable places for customs clearance may be offices at the borders of countries and ferry terminals along the route. The **Principal** shall bear all the consequences of delays caused by not priorly arranged export and import customs clearance. The **Forwarder**, for their part, will endeavor for customs clearance to be carried out efficiently and without delay.

### III. Rights and responsibilities of the Principal.

1. Prior to undertaking cooperation, the **Principal** is required to provide to the **Forwarder** current copies of the following documents: Tax Identification Number (NIP), National Business Registry Number (REGON), confirmation of the company registration, and in the case of natural persons (including companies without a legal personality) a copy of the document confirming the permanent address and social security number.
2. When concluding an Agreement and submitting an Order to the **Forwarder**, the **Principal** who does not possess a legal personality declares that their commitment is made with the knowledge and consent of a person with whom they remain in community of property.
3. The **Principal** will pay compensation to the **Forwarder** in respect of claims relating to general average which can be made to the **Forwarder** and will provide the appropriate security required by the **Forwarder** in such situations.
4. For compliance of the documents provided by the **Principal** with the actual state the **Principal** bears full responsibility.
5. If customs clearance must be performed, all formalities and fees associated with it are the responsibility of the **Principal** and must be arranged so as not to cause delays in the execution of the Order. In a situation when the **Principal's** indication is incorrect or there is a delay (in particular with regard to exceeding the scheduled time of customs clearance) which may consequently cause delays in deliveries of the shipments of other Principals, the **Forwarder** reserves the right to unload the shipment of the **Principal** to a warehouse/bonded warehouse and the **Principal** will accept all costs and consequences resulting from the delay in delivery - also regarding claims of third parties if their shipment was on the same vehicle as the consignment of the **Principal** which caused such a delay.
6. It is the responsibility of the **Principal** to prepare the site and access roads to the places of loading and unloading, so that they are suitable for vehicles with a total weight of 42t and a length of 20m. At the same time, the **Principal** will accept any consequences resulting from failure to comply with this condition - unless the **Principal** provided such information in the Order.



7. The **Principal** (Sender/Recipient) is required to load/unload the consignment immediately on arrival of the vehicle to the Sender/Recipient (unless a provision in the Agreement states otherwise). Any delay must be approved by the **Forwarder** - otherwise any consequences arising therefrom will be borne by the **Principal**. In addition, in the case of demurrage due to reasons beyond the **Forwarder's** control, the **Principal** will pay a contractual penalty to the **Forwarder** on this account, in the amount specified in the currently applicable ToFEE. Such a penalty does not exclude the possibility of making claims against the **Principal** by the **Forwarder** for damage caused by demurrage exceeding the amount of contractual penalties (in particular, regarding the cost of providing alternative means of transport for the planned loadings, the consequences of delays in the execution of other orders by this vehicle, etc.).
8. The **Principal** is obliged to properly prepare the goods in a way that allows their transport and delivery to the Recipient without loss and damage, namely being properly and sufficiently packed and secured to prevent access to the contents without destroying the package, as well as being marked with an identification label.
9. The **Principal** agrees for the implementation of a labeling system using information and transport labels of pallets/consignments within the framework of procedures required by the logistics system of the **Forwarder**.
10. In the event of the necessity of a ferry crossing to determine timely delivery, the **Principal** is obliged to take into account the indications of the **Forwarder** regarding the time when the vehicle must leave the place of loading after loading or the customs office after customs clearance. The consequences of non-compliance with the above shall be borne by the **Principal**.

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TERMS AND METHODS OF COOPERATION

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#### IV. Calculation/Offer.

1. The **Forwarder**, in response to the inquiry submitted by the **Principal** in written or electronic form, by fax or telephone, will prepare a Calculation/Offer and will provide it to the **Principal**. The **Forwarder** reserves the right to refuse to submit a Calculation/Offer without giving any reason.
2. The Calculation/Offer provided by the **Forwarder** includes only those activities and terms which are listed therein and is valid within the dates specified therein.
3. The Calculation/Offer provided by the **Forwarder**, as well as agreements concerning rates and services (own or of a third party) shall apply only to the shipments and expectations set out in the inquiry of the **Principal** and shall assume undisturbed conditions for the execution of the service defined on the basis of the inquiry.
4. In the absence of an indicated validity time of a Calculation/Offer, each Calculation/Offer is valid only in the event of its immediate acceptance by the **Principal** in the form of an Order which is to be executed immediately after its submission, unless the Parties agree otherwise.
5. In the case of a change in any element of the Calculation/Offer occurring due to external causes, independent of the **Forwarder**, the given or agreed rates will be adjusted accordingly, with effect from the time when the change occurred. The correction of the Calculation/Offer, resulting from changes in any of its elements due to reasons attributable to the **Forwarder**, requires approval in the same form as that in which the inquiry was submitted by the **Principal**.
6. In the absence of other arrangements, the **Forwarder's** Calculation/Offer includes all costs incurred by the **Forwarder** during the undisturbed execution of the forwarding process, except for the cost of any type of vehicle downtime - if the **Forwarder** was not appropriately informed in advance and did not accept it in writing - the **Principal** is obliged to pay a contractual penalty as specified in the ToFEE or as stated individually in the Forwarding Agreement.



7. The Calculation/Offer is prepared on the basis of relevant information provided to the **Forwarder** or circumstances which the **Forwarder** considers to be typical of the intended agreement. Unless the circumstances indicate otherwise, the **Forwarder** may assume that the shipment which is ready for transport is of such a kind and in such a ratio of weight to volume as the standards for this type of cargo require. Unless otherwise agreed, if requested, the **Principal** is obliged to provide advance payment towards the expenses that may be incurred in the execution of the Agreement.
8. If, following the acceptance of an offer by the Principal, certain circumstances have arisen which change the overall service cost, but still allow the order to be executed, the Principal shall bear the cost difference.

## V. Forwarding Agreement.

1. In the Forwarding Agreement, the **Forwarder** undertakes, for Remuneration and in respect of the activities of their company, to send or receive a shipment or to perform other services associated with its transport or storage.
2. The Forwarding Agreement shall be deemed concluded:
  - a) upon receipt of the Order by the **Forwarder**, if its provisions, together with the **Forwarder's** Calculation/Offer which precedes the submission of the Order and has a binding effect at that time, provide all the relevant provisions of the Forwarding Agreement.
  - b) upon signing the Forwarding Agreement (framework), including all of the arrangements for a long-term and regular cooperation between the Parties in the field of freight forwarding services - based on a Calculation/Offer submitted to the **Principal** by the **Forwarder**,
  - c) upon the **Forwarder** sending a confirmation of accepting the Order to the **Principal**, containing all the essential terms of the agreement, including arrangements regarding rates and services agreed between the Parties. The **Forwarder** in no way accepts the so-called implied acceptance.
3. The conclusion of a Forwarding Agreement in any form is associated with the acceptance of the Parties of the execution of services on the basis of the current Terms of Service and the ToFEE.
4. In the absence of the intention to provide the services, the **Forwarder** shall without delay notify the Party submitting the Order.

## VI. Forwarding Order.

1. The **Forwarder** acts on the basis of an Order.
2. Detailed forwarding Orders should be delivered to the office of the **Forwarder** between 8.00 am and 4.00 pm, not later than 12.00 (noon), two working days before the date the shipment is ready for loading (excluding Saturdays, Sundays and public holidays), unless stated otherwise in the Agreement.
3. The Order to be valid does not require a written form, however, to avoid misunderstandings and irregularities in its execution, it is recommended to issue or confirm it in writing or by email at [info@scandinavian.com.pl](mailto:info@scandinavian.com.pl)
4. The **Forwarder** is not responsible for the consequences of errors and misunderstandings arising in connection with the receipt of Orders verbally or by telephone.
5. The **Principal** can deliver forwarding Orders to the **Forwarder** electronically via:
  - a) the e-services platform, after receiving from the **Forwarder** a username and password to access the application,
  - b) a communication Excel file - in an agreed Excel file format to enable the automatic import of data to the operating system of the **Forwarder**,
  - c) in writing, by fax or mail.



6. Delivering an Order in electronic form by the **Principal** means, as in the case of orders submitted in writing, that the **Principal** agrees with the content of the Order submitted in this way, as well as the terms according to which the **Forwarder** executes Orders submitted in such form and agrees to pay Remuneration for the services rendered pursuant to this Order - in accordance with predetermined prices, terms and dates of payment set out in a Calculation/Offer, described in point V of the GToS.
7. The Order submitted to the **Forwarder** in electronic form, containing additional elements of the forwarding service - in particular CARGO insurance, COD service or pick-up and delivery of returnable packaging requires individual arrangements and written confirmation from the **Forwarder** to be valid.
8. The **Forwarder** is not responsible for the consequences of additional instructions provided by the **Principal** directly to other parties involved in the execution of the forwarding service.
9. The Order should contain all the necessary information about the consignment and its properties, determine the scope of the service ordered, as well as any other complete and correct data and documents necessary for the proper execution of the Order - in particular:
  - a) date when shipment will be ready for pick-up,
  - b) expected time of loading,
  - c) date when the shipment is ready for transport (physically and formally),
  - d) expected TT,
  - e) quantity of goods, the type and nature of the consignment,
  - f) type, weight and number of packages (units, items),
  - g) expected date of delivery,
  - h) addresses of loading, unloading, customs clearance,
  - i) method of loading/unloading,
  - j) size (volume), the dimensions and weight of the largest element of the consignment,
  - k) additional requirements regarding the means of transport and its equipment,
  - l) specific features of the shipment and the requirements associated with them,
  - m) other relevant information necessary for the proper execution of the Order,
  - n) documents accompanying the consignment, indicating those which are required to be returned to the **Principal**; if the **Principal** expects other documents than a bill of lading to be returned, it is understood that within 7 days of receipt of Forwarder's invoice any documents are deemed to be delivered effectively.
10. The **Forwarder** is entitled to verify whether the data given in the Order is correct and complete, as well as to verify the authenticity of the signatures and the authority of people who signed the Order and other documents.
11. The **Forwarder** requires that the addresses of loading and unloading should be places of a commercial nature (not private addresses), where the **Forwarder** will be permitted to execute the Agreement in a safe and convenient way. The **Principal** agrees to provide loading and unloading equipment (e.g. forklift, crane) at the given address and the infrastructure necessary for the proper performance of the Agreement.
12. Providing information about the value of the consignment in the forwarding Order by the **Principal** is not tantamount to declaring the value of the shipment as understood in the Art. 24 of CMR, nor an indication of special interest in delivery, within the meaning of Art. 26 CMR.
13. Declaration of the value of the shipment and indicating special interest in delivery of the consignment by the **Principal** may be made only by an appropriate entry in the CMR consignment note, subject to the provisions of Section X item 14 below.



14. The **Forwarder** may delegate the performance of the accepted Order in whole or in part to any third parties. In such case, any provisions regarding the limitation of the **Forwarder's** liability contained in these Terms of Service also apply to the substitute forwarder and sub-forwarder.
15. The **Principal** authorizes the **Forwarder** to have full control over the consignment including its internal contents, also involving Customs (unpacking, removing the foil cover, etc.).
16. The **Principal** is liable for all damage caused due to providing incorrect data in the Order and forwarding documents submitted to the **Carrier**.

## VII. Incomplete or faulty Forwarding Order.

1. If, during the execution of the Agreement, the **Forwarder** is forced to act - before obtaining instructions or in the absence of clear, sufficient and feasible instructions or special arrangements in the Order - the **Forwarder** has a free choice of time, shipping method, type of transport and tariffs. The **Forwarder**, in each case, acts in a way that ensures that the state of the shipment does not deteriorate, but does so at the risk of the **Principal** and at their expense.
2. The **Principal** shall be liable for all consequences associated with determining improper conditions of the Agreement, in particular the type of means of transport, incorrect dates or places of individual activities included in the Order (loading, unloading, customs clearance, etc.), improper indication of the type or size of cargo (especially its weight); any non-compliance with the actual parameters of the shipment specified in the Order, incomplete documentation or errors in the required documents regarding loading, improper preparation of the shipment for transport, delays in the operations of loading, unloading, customs clearance, as well as the effects of additional instructions given to the **Forwarder** during the execution of the Order. This also applies to the absence of any indications of Specific features of the shipment.
3. If the **Principal** improperly determines the conditions for the execution of the Service, as listed above (in particular with regard to the address of the place of delivery), which, according to the **Forwarder**, renders the safe and convenient delivery of the shipment impossible, the **Forwarder** is obliged to protect the cargo and the interests of the **Principal** in consultation with them and, if possible, deliver the consignment or its part to the Recipient in a place that the **Forwarder** deems convenient and safe, or transfer it to a warehouse at the expense of the **Principal**. Such action will be deemed as the fulfillment of the obligation of delivery, and the responsibility of the **Forwarder** for the shipment will expire.
4. In the occurrence of an event described in the paragraph above, the **Principal** agrees to take over the **Forwarder's** responsibilities in respect of all claims immediately on request.
5. If there is a risk of a loss of value of the goods already accepted for transport or - if, due to the nature of the cargo, there is a risk to persons, property or the environment, and the **Principal** can not be contacted, or despite requests does not remove the goods, the **Forwarder** may take appropriate steps in respect of the consignment, and if necessary, sell it in a suitable manner. On behalf of the **Principal**, depending on the circumstances and without prior notice, the **Forwarder** may sell, dispose of or destroy the goods which are in danger of a complete or substantial loss of value, or one that is a direct threat. After deduction of reasonable expenses related to the sale, the amount received from the sale should be immediately transferred to the **Principal**. The **Forwarder** shall immediately notify the **Principal** of the steps that have been taken, and on demand shall prove any costs arising in connection with the above, and shall also prove that every effort was made to reduce the costs and risk. Due to such expenses, the **Forwarder** can charge a special fee .
6. If in the event of unforeseen circumstances whereby the **Forwarder** takes action in the interests of the **Principal**, any extraordinary expenses and fees must be paid by the **Principal**.



## VIII. Remuneration and payments.

1. The **Forwarder** is entitled to Remuneration from the **Principal** as stated in the Agreement (referred to as "Remuneration" in the Agreement).
2. For services not covered in the Agreement, but performed after consultation with the **Principal**, as well as for services performed without such consultation but necessary for the proper execution of the Agreement, the **Forwarder** is entitled to appropriate Remuneration. In addition, the **Forwarder** is entitled to the reimbursement of costs incurred during the execution of the service.
3. In the absence of a separate agreement, the **Forwarder's** Remuneration arises from separate arrangements with the **Forwarder**.
4. The **Forwarder's** Remuneration will be determined in the form of a Calculation/Offer based on current market and cost conditions and will be valid within the dates specified therein.
5. The **Forwarder** reserves the right to automatically adjust the prices for services rendered in the case of changes in external costs affecting the costs of these services, in particular, fuel, energy, ferry fees, bridge and tunnel fees, taxes and all kinds of road tolls imposed on carriers (regardless of their form), the requirements for mandatory vehicle equipment (including winter tires), and administrative and customs fees. Prices for services provided by the **Forwarder** will automatically increase from the date of entry into force of laws introducing new taxes or tolls or fees for ferries, bridges and tunnels or from the date of an increase in already existing taxes, tolls and fees for ferries, bridges and tunnels. The **Forwarder** reserves the right to increase prices for services also in the case of changes in other factors beyond the control of the **Forwarder**.
6. Prices for services performed by the **Forwarder** will each time be indexed by the value of the Scandinavian Express Fuel Surcharge (SEFS) and tolls paid for sections of national roads, expressways and motorways (E-Toll) according to the Regulation of the Council of Ministers of 22 March 2011 on national roads (Journal of Laws of 2011 No. 80, item 433).
7. The **Forwarder** reserves the right to automatically introduce the Currency Adjustment Factor (CAF) to offset the significant differences resulting from currency exchange into PLN.
8. All prices and fees are calculated as net prices - denominations in foreign currencies are transferred into PLN according to the average rate resulting from the current table of NBP exchange rates.
9. The **Principal**, on indicating another payer of the amount owed to the **Forwarder** under the Agreement, in the case of a delayed payment of the amount due, agrees to settle it immediately upon receipt of a request from the **Forwarder**, including the costs of recovery (reminders) addressed to the indicated payer.
10. Payment of the Remuneration described above will take place on the basis of an invoice delivered to the **Principal** no later than the date specified in the invoice.
11. Claims which arise towards the **Forwarder** by the **Principal** shall not entitle the **Principal** to withhold payment of the Remuneration.
12. In the case of delayed payment, the **Forwarder** shall charge interest at the rate resulting from the law in this regard. If recovery by the **Forwarder** is necessary, all direct and indirect costs shall be borne by the **Principal**.
13. The **Forwarder's** Remuneration cannot be deducted from the claims of the **Principal**.
14. The **Principal** agrees to accept the invoice and accompanying documents (in particular: Forwarder Statement/Proof of Delivery, the CMR consignment note, goods issued note, etc.) in electronic form (PDF). In such case, the **Principal** is exempt from fees for shipping documents.
15. The **Principal** accepts the Forwarder Statement/Proof of Delivery as a form of confirmation of services executed by the **Forwarder**.
16. The **Forwarder** may agree to postpone payment for services rendered. The total amount of outstanding payments owed to the **Forwarder** by the **Principal** regarding the contracted forwarding



- services, including both due and undue receivables, must not exceed the allowable debt limit set by the **Forwarder** for the **Principal** - hereinafter referred to as the Credit Limit.
17. The **Forwarder** can expect security for the Credit Limit and the **Principal** undertakes to provide collateral in the form specified by the **Forwarder** (promissory note, bank guarantee, etc.). The **Forwarder** may request such security at any time during the Agreement. If the **Principal** refuses to issue such security, the **Forwarder** may immediately withdraw from the Agreement.
  18. Granting the Credit Limit/deferred payment - is subject to the favorable opinion of the Finance Department of the **Forwarder** in terms of the financial credibility of the **Principal** and will be subject to periodic verification. The decision on the amount of the Credit Limit granted to the **Principal** may at any time be changed by the **Forwarder** about which the **Principal** will be notified electronically (e-mail), by fax or by telephone. The **Principal** agrees to promptly provide, on the **Forwarder's** request, their current financial results certified by an authorized person (balance sheet, income statement, F01, etc.), proof of the timely payment of any debt to the Treasury and Social Security, as well as an opinion from the bank holding the **Principal's** account.
  19. Exceeding the Credit Limit will require advance payments to be made for services, the value of which exceeds the given limit, regardless of the payment due date or the type of collateral. At the same time the **Forwarder** reserves the right to reduce or cancel the amount of the Credit Limit in the event of a breach of obligations under the cooperation Agreement by the **Principal**, in particular in the event of a delayed settlement of the due payment or the deterioration in the financial situation of the **Principal**. In such a situation the **Forwarder** reserves the right to suspend the execution of subsequent services to the **Principal** with no legal liability.
  20. The Credit Limit is renewable.
  21. The **Forwarder** reserves the right to monitor the economic situation of and events related to the **Principal** and their payments to the **Forwarder** via an external debt collection company in order to optimize the conditions for cooperation.
  22. If any **Principal's** payments are considered late, the **Forwarder** reserves the right to change the due dates and require the current financial obligations immediately due and payable.

## IX. Insurance.

1. The **Forwarder** declares that shipments are insured within the Road Carrier's Liability Insurance in international and domestic transport (in accordance with the local Transport Law of a given country) covering the liability as stated in the regulations in force both in a situation where the carriage is executed by the **Forwarder**, and when it is delegated to the actual or contractual carrier.
2. In a situation where:
  - a. the value of transported goods is higher than 8.33 SDR per kilogram of gross weight,
  - b. the value of the goods is declared,
  - c. special interest in the delivery of the shipment is indicated, the **Principal** authorizes the **Forwarder** to obtain on their behalf and at their expense CARGO insurance cover for property in transport, unless the **Principal** refuses to obtain such insurance.
3. In the case of the refusal to obtain CARGO insurance referred to in the paragraph above, the **Principal** acknowledges that in the event of loss or damage to the consignment the **Forwarder's** liability will be limited to a maximum of 8.33 SDR per kilogram of gross weight, subject to the provisions in Section XI, item 1 below.
4. Unless otherwise agreed in writing, the **Forwarder** is not obliged to arrange separate insurance for each shipment. The **Forwarder** obtains CARGO insurance only if they receive a specific written Order, subject to the provisions in Section IX, item 2 above.



5. In offering CARGO insurance to the **Principal** or obtaining it on their behalf and at their expense, the **Forwarder** is obliged to provide the terms and conditions of the insurance to the **Principal**.

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SPECIFIC PROVISIONS

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**X. Responsibility of the Forwarder.**

1. The **Forwarder** is liable for damages resulting from the **Forwarder's** lack of due diligence and from not taking reasonable measures during the execution of the Agreement. In such case, the **Forwarder** will compensate the **Principal** for loss of or damage to the shipment and for direct financial losses resulting from failing to exercise due diligence. It is the responsibility of the **Forwarder** as a direct contractor to prove that due diligence was provided in order to prevent damage and to protect the interests of the **Principal** in accordance with the Agreement.
2. The **Forwarder** is not liable for the activity or negligence of third parties, such as road carriers, sea carriers, public offices, road authorities, companies offering warehouses or transshipment services, port authorities and other forwarders during transport, loading, unloading, delivery, customs clearance, storage, pick-up or other services provided by the **Forwarder**, if they can prove that they acted with due diligence in the selection of such third parties. The **Forwarder** is not responsible for valuable goods shipment, unless expressly agreed otherwise.
3. The **Forwarder** is obliged to take steps to enable the **Principal** to assert claims against third parties involved in the execution of the Order, although the **Forwarder** is not be liable for their action or negligence. On the basis of a separate agreement, the **Forwarder** may assert these claims at the risk and expense of the **Principal**.
4. Acting as a multimodal transport operator, the **Forwarder** is liable according to the terms of the transport document relating to such transport.
5. The **Forwarder** shall not be liable as a Carrier when the **Principal** receives a transport document issued by a person other than the **Forwarder** and does not make a reservation in a timely manner, but they nonetheless assign the responsibility of Carrier to the **Forwarder**.
6. For services other than transport of the shipment, such as (but not exclusively) storage, reloading, packaging and distribution, as well as related to auxiliary services, the **Forwarder** is liable as a direct contractor:
  - a) when these services are performed by the **Forwarder** with the use of their own equipment or staff or
  - b) if explicitly or implicitly the **Forwarder** assumed the direct responsibility of the contractor.
7. The **Forwarder**, as a direct contractor, is responsible for the actions or negligence of third parties employed by the **Forwarder** for the execution of the carriage or other services in the same way as if the actions and negligence of the third parties were the **Forwarder's**. The **Forwarder's** rights and obligations are stated in the provisions of law applicable to the particular type of transport or service, as well as in additional terms expressly agreed contractually, or - in the absence of contractually agreed upon terms - by the usual terms applicable in a given type of transport or service.
8. The **Principal** agrees for the **Forwarder** to handle the shipment (reloading) provided its security is guaranteed, unless otherwise indicated/stipulated by the **Principal**.
9. The **Forwarder** is responsible for overseeing the loading process, the quantity of goods loaded and the method of locating them on a trailer, provided that the **Forwarder** was allowed to perform this supervision. In addition, the **Forwarder** is responsible for adequately securing the shipment on the trailer after loading to enable its safe delivery to the Recipient. The **Principal** or the person for whom they are responsible (Sender) - has the right to stop the vehicle at the loading site on finding irregularities in this respect. At the same time, the **Principal** accepts the responsibility of respecting the observations of the **Forwarder** regarding the quantity and weight of individual elements of the



consignment if they prevent the proper placement of goods on the trailer. Failure to do so may result in the **Forwarder's** withdrawal from the Agreement, while any consequences will be borne by the **Principal**. In the case of packages which cannot be counted in the standard duration of loading, the **Forwarder** can be released from liability for the amount of the goods by making an appropriate entry in the CMR consignment note.

10. The **Forwarder** is responsible for the shipment to arrive in the state and quantity in which the shipment was accepted for transport, with the exception of natural wear and tear or when there was no possibility to supervise its loading. If the parameters of the cargo (in particular its quantity and weight) declared by the **Principal** in the Order and initially accepted by the **Forwarder**, during loading, prevent proper placement (axle load) or security - and consequently prevent safe and lawful road transport and/or sea transport - the **Forwarder** has the right to refuse the shipment or accept it only in the part which can allow safe and lawful transport, and the **Principal** shall accept it.
11. The **Forwarder's** liability for damage to or loss of cargo during the transport of the **Forwarder's** vehicles via ferries is limited by the liability of the sea carrier which the **Forwarder** uses during the execution of orders.
12. In the case of obstacles in sea or road transport, which the **Forwarder** could not have foreseen, the **Principal** shall accept a delay if the delivery is carried out at the earliest possible time, and the **Forwarder** fulfills their obligation to promptly notify the **Principal** about the situation.
13. A declaration of the value of the product by the **Principal** or Sender (entry in CMR) and the determination of a special interest in the delivery of the shipment, in the case of its loss, damage, as well as the consequences of exceeding the agreed date of delivery or the necessity to take on any additional responsibilities and charges associated with such a situation, should be made in writing in the Order and should be expressly approved by the **Forwarder** - under pain of nullity. At the same time, the **Principal** is obliged to immediately inform the **Forwarder** about the fact of making these entries before handing the CMR to the driver. Failure to do so may result in the execution of the obligation being suspended by the **Forwarder** until the arrangements in question are agreed upon, or ultimately in the **Forwarder's** withdrawal from the execution of the Agreement without accepting any liability.
14. When executing agreements for the international carriage of goods by road, the scope of the **Forwarder's** responsibilities is determined by the provisions of the CMR.
15. When executing agreements for the domestic carriage of goods by road, the scope of the **Forwarder's** responsibilities is determined by the provisions of Transport Law.
16. The **Forwarder** is liable only for actual and proven losses incurred by the **Principal** in respect of non-performance or improper performance of the services, with the exception of liability for indirect losses (loss of benefits) incurred by the **Principal** or a third party.
17. The **Forwarder** shall not be liable for any loss or damage arising from the moment of accepting the shipment for transport up to its delivery, and for any delay in the transport of the shipment, if such cases were caused by:
  - a. reasons attributable to the sender or recipient and which have not arisen due to the fault of the carrier,
  - b. features of the cargo,
  - c. force majeure or circumstances which the carrier could not avoid and the consequences of which could not be prevented.
18. Force majeure and circumstances described in point 17 above should be understood to mean: a random event, on which the **Forwarder** or any other person acting on their behalf have no effect and which could not have been foreseen at the time of the conclusion of the Agreement or at the time when the Order was accepted, which cannot be prevented, and the inability to prevent the consequences of these actions or events is objective, independent of the performance or non-performance of any possible preventive acts by either Party, in particular:



- a) Poor weather conditions and other events caused by forces of nature, the intensity of which differ from the average intensity scale in a given period and which prevent the execution of the Agreement,
- b) Strikes which prevent the completion of delivery in time,
- c) Inspection of the vehicle,
- d) Roadblocks caused by roadworks,
- e) An accident or breakdown of the vehicle or trailer,
- f) Acts of the legislature and the executive, preventing the completion of the carriage in time,
- g) Unrest, including road blockades and street demonstrations,
- h) Suspension of ferry traffic due to storms or failure,
- i) Extraordinary and external events of a general nature, such as war, martial law restrictions, insurrection, revolution,
- j) No possibility to access the place of loading/unloading due to the limitations of the 40t GVW vehicle - applies to access roads and unloading sites (in particular, access to a construction site, housing estates, etc.),
- k) Queues at the place of loading/unloading awaiting loading/unloading,
- l) Waiting for customs clearance,
- m) Difference between the actual size of shipment and its declared size,
- n) Robbery, theft, or other acts of aggression committed by third parties,
- o) Administrative closure of roads for trucks.

The above-mentioned cases **do not include**:

- aa) an event caused by a party or by a third party, for which they are responsible,
- bb) a lack of financial resources.

19. In the occurrence of the cases mentioned in point 18 above, which are not caused by negligence on the part of the **Forwarder** and are unavoidable despite reasonable efforts on the **Forwarder's** part, and the Customer has not been informed of the possibility of the aforementioned obstacles in time and reasonably in advance, the **Forwarder**:

- a) shall notify the **Principal** without delay about the occurrence of these obstacles,
- b) is released from the obligation of timely execution of the Order, for the duration of these obstacles,
- c) may withdraw from performing a given Forwarding Agreement, even if it is already partially performed - if the obstacles prolong excessively, or if they are objectively impossible to remove.

## XI. Exclusions, definition and limited sum of liability of the FORWARDER

1. The liability of the **Forwarder** for any loss of or damage to the goods shall be limited to the equivalent of 2 SDR per 1 kilogram of gross weight of the cargo lost or damaged, unless a higher compensation is received from the person for which the **Forwarder** is responsible. If the shipment is not released before the end of 30 days running from the date on which it was to be released, the claimant may - in the absence of evidence to the contrary - treat the goods as lost.
2. If the **Forwarder** is liable for damage resulting from a delay, the liability will be limited to no more than the Remuneration for the very single service that caused the delay.
3. The liability of the **Forwarder** is limited to the total amount of 50,000 PLN for each event, unless a higher compensation is received from the person for which the **Forwarder** is responsible, and the maximum absolute amount of the **Forwarder's** liability is then limited to the amount of 500,000 PLN for a single instance of damage or a series of damage arising from one event. Notwithstanding the foregoing, the amount of liability of the **Forwarder** in a calendar year due to loss or damage of the cargo is limited to the amount of 1,000,000 PLN.
4. If the **Forwarder** has paid an amount equal to the full value of the shipment, it can become their property, if they so decide.



5. The current value of the SDR is determined on the basis of the current exchange rate quoted and published by the National Bank of Poland on the date the damage was incurred.
6. The **Forwarder** shall in no case be liable for:
  - a) valuable goods shipment and dangerous goods, if they are not properly declared to the **Forwarder** at the conclusion of the Agreement,
  - b) weight loss of bulk cargoes resulting from the features of the goods, not exceeding the limits established for a given commodity by regulations, and in the absence of such laws - customary boundaries,
  - c) damage resulting from actions or negligence of persons with whom the **Forwarder** is not in a contractual relationship.
7. The value of the shipment will be determined on the basis of the current trading price of the goods, and in the absence of such a price, based on the current market price, and in the absence of both - based on the normal value of goods of the same kind and quality.

## XII. Responsibility of the Principal.

1. The **Principal** shall be liable for any damage to the shipment and the discrepancy between the declared and the actual amount of goods received in a situation when the **Forwarder** is not permitted to supervise the loading of the cargo. At the same time, the **Principal** shall bear all the consequences thereof.
2. The **Principal** assumes responsibility for ensuring such a method of loading and unloading of the shipment so as to prevent damage to the trailer/tractor in the course of these activities. If such damage occurs, and a third person, for which the **Principal** is responsible (in particular the Sender or Recipient) has caused such damage and will not cover the cost of repairs - the **Principal** shall accept and bear all the consequences thereof at the **Forwarder's** first request and shall take over all the rights and obligations of the **Forwarder**.
3. The **Principal**, while the **Forwarder** is the provider of services, is liable for third parties engaged in the loading and unloading (in particular the Sender and Recipient) and for any damage incurred during these operations, and undertakes to ensure that the shipment has been placed in such a way as not to exceed the admissible load standards on each vehicle axle - during loading, taking into account and following the instructions of the driver who is an authorized representative of the **Forwarder** in this matter.
4. In the case of any obstacles in the provision of the service, independent of the **Forwarder**, the **Forwarder** is entitled to Remuneration in accordance with the Agreement, and the **Principal** will bear the additional costs resulting from the aforementioned circumstances.

## XIII. Dangerous and special purpose goods.

1. The **Forwarder** excludes from the scope of services the transport of goods subject to additional legal regulations, in particular, goods specified by the law as arms, strategic and dual-use goods within the meaning of the Act of 29 November 2000 on foreign trade in goods, technologies and services of strategic importance for the safety of the state, as well as for the maintenance of international peace and security, as amended (consolidated text Journal of Laws No. 229, item 2315 of 21 October 2004).
2. Services that require permits, concessions, and additional equipment arising from special regulations and the specific nature of products will be carried out only after the **Forwarder** provides a written approval to the **Principal** based on previously obtained complete data. This applies in particular to the transport of:



- a) Dangerous goods as described in the international ADR Agreement, with the defining of the product name, type, type of packaging, group class, UN number,
  - b) Waste,
  - c) Foodstuffs not in the manufacturer's packaging.
3. In the case of dangerous goods, when placing the Order, the **Principal** should specify the particular kind of danger, as well as any necessary precautions. When it comes to dangerous goods as understood in the provisions regarding the transport of dangerous goods or others for which there are specific rules regarding their handling during transport and storage, the **Principal** is obliged to provide all the data necessary for the proper execution of the Order, in particular the classification in accordance with the relevant regulations regarding dangerous goods.

#### XIV. Transit Time (TT).

1. The **Forwarder** is responsible for delivering the goods within a reasonable time - with no time guarantee. When assessing a reasonable time, consideration should be given to information regarding the expected time of delivery specified by the **Forwarder** or stated in the Agreement.
2. The **Forwarder** is responsible for the transport of the shipment with a guaranteed time only if:
  - a) the transport of the shipment has been agreed in writing as a special transport with a guaranteed transit time expressly approved by the **Forwarder** as a condition of the Order and the time has been presented by the **Forwarder** in the Calculation/Offer, which was accepted by the **Principal**.

#### XV. Reporting damage and complaints.

1. The **Forwarder** is obliged to make a claim against a third party when the goods have been damaged, delayed or there is any other damage caused by the action or negligence of that person. The **Forwarder** will inform the **Principal** and consult them in order to take the necessary steps to secure the **Principal's** claim for compensation from a third party who caused the damage or loss, or who is responsible for it and, at the request of the **Principal**, will help them in dealings with that person. Upon receipt of such a disposition - the **Forwarder** shall transfer their rights and claims towards the third party to the **Principal**.
2. If the shipment is placed in a warehouse belonging to third parties, checking of the status of compliance with the transport document shall be carried out by the person running the warehouse.
3. In the event of damage to or incompleteness of the cargo, a lack or inconsistency of seals or other security, the **Forwarder** shall protect the rights of the **Principal** in relation to third parties responsible for deficiencies or damage by notifying the **Principal**.
4. Written notice regarding loss of or damage to the goods, including a general description of such loss or damage shall be delivered to the **Forwarder** by a person authorized to receive the goods at the time of their transfer. Otherwise, the delivery of the goods is the first proof of its delivery in a good condition. If the loss or damage is not externally visible, the aforementioned first proof retains its importance if a written statement is not received within 7 calendar days from the date of delivery of the goods to a person authorized to receive them.
5. As regards other loss or damage, any claim by the **Principal** against the **Forwarder**, in respect of any service provided to the **Principal** or undertaken by the **Forwarder**, should be made in writing and submitted to the **Forwarder** within 14 days from the date on which the **Principal** became aware or should have been informed about the event that caused the claim.
6. These Terms shall apply to claims against subcontractors, agents or other persons (including independent companies) engaged by the **Forwarder** to execute a service, regardless of whether the claim relates to a breach of contract duty or tort duty. The combined liability of the **Forwarder** and



the aforementioned subcontractors, agents or other persons is limited to the scope relating to a particular forwarding service expressly agreed between the **Forwarder** and the **Principal**, or arising from these Terms of Service .

7. The **Forwarder** is obliged to accept and investigate the complaint submitted by the **Principal** immediately, within legally defined timeframes.
8. In the case of visible damage of goods identified during unloading, it is necessary to make an entry in the consignment note and to prepare a damage protocol signed by both Parties, i.e. the **Principal** (or - with the consent of the **Principal** - of the person who represents them - Sender/Recipient of the shipment) and the **Forwarder** (or their authorized representative) - without complying to such a procedure, the damage will not be recognised. The **Principal** is responsible for immediately notifying the **Forwarder** about any damage. The Parties undertake to cooperate and provide each other assistance in the settlement of claims.
9. The **Forwarder** undertakes to provide immediate explanations regarding the likely cause of damage, and indicate a method of settlement, as well as prepare relevant documentation.
10. The disclosure of damage (defects that arise in the manufacturing process), incompleteness or damage to goods while in their original unopened packaging (bag, carton, pallet, etc.), identified by the **Principal** - unless the load has been shifted on the trailer - are not the liability of the **Forwarder** - unless the **Principal** shall submit proof to the contrary.
11. To make the investigation of the claim efficient, the complaint should be submitted by the **Principal** immediately in writing or electronically at the **Forwarder's** e-mail address: reklamacje@scandinavian.com.pl.
12. The basis for initiating the complaint procedure is a complaint letter specifying:
  - a) the claim amount for the loss suffered, together with the account number to which the compensation is to be transferred,
  - b) the date of filing a complaint,
  - c) name and surname (company name) and address of the party filing the complaint,
  - d) reason for and justification of the complaint,
  - e) signature of the person filing the complaint.
13. The following documents should be attached to the submitted complaint:
  - a) the original consignment note,
  - b) a damage protocol,
  - c) a document justifying the claim amount to be compensated (for damage of up to 100% of the value of the shipment - it may be a photocopy of the purchase invoice certified as a true copy, for partial damage - a document confirming the percentage reduction in the value of the shipment, such as a purchase invoice which shows a decrease in value),
  - d) photographic documentation.
14. Filing a complaint does not relieve the **Principal** from the obligation to pay Remuneration for the service rendered by the **Forwarder**, and does not entitle the **Principal** to settle their claims against the claims of the **Forwarder**.
15. After investigating the complaint the **Forwarder** shall notify the **Principal** in writing about the method of its settlement.

## XVI. Oversize Load Services.

1. The **Principal** acknowledges that in the valuation of oversize load services, the **Forwarder** acts on the basis of knowledge and experience regarding the possible conditions of executing the Order in terms of the required road permits, road traffic conditions along the route, the technical availability of ferries and the choice of specialized equipment used for rendering this type of service. If the



- Principal** changes any of the assumptions given for the valuation of the Order, this may result in increased costs or may render the Order impossible to execute.
2. The **Principal** acknowledges that due to the specificity of the transport of oversize loads - unless agreed otherwise - an open trailer will be used for the execution of the Order, therefore the product will be exposed to weather conditions and external factors during transport by road.
  3. When during the execution of the oversize load transport service there are changes independent of the **Forwarder** in the planned and authorized route, the cost of obtaining new permits will be borne by the **Principal**.
  4. The **Principal** is required to provide, along with the Order for the oversize load transport service, additional documentation in the form of technical drawings in projections, plan views and cross-sections of places with extreme parameters. If a detailed technical drawing containing the dimensions of the load support points of the shipment and marked centers of gravity is not attached to the submitted Order for oversize load transport, the **Forwarder** reserves the right to refuse to execute the Order if the given parameters or the location of the centers of gravity of the shipment do not allow for the safe execution of transport.
  5. The **Forwarder** reserves the right to refuse to execute the Order, to postpone its execution or demand additional charges if during the oversize load transport service:
    - a) there is a sudden change of a ferryboat, made independent of the **Forwarder**, resulting in the change of the technical ferry infrastructure, thus in particular, making the entry for a vehicle with an oversize load onto the ferry impossible,
    - b) there are sudden obstacles and changes in road infrastructure - on the previously demarcated and authorized route for a specific passage of a vehicle with an oversize load, preventing the entire or partial execution of the Service.
  6. If, following the **Forwarder's** offer/calculation and the **Principal's** acceptance, the dimensions or weight of the cargo should change and the **Forwarder** has already taken action to execute the order, the **Forwarder** is authorised to alter the transport price on their own, and the **Principal** shall accept this.
  7. Prices listed in the Calculation/Offer shall apply to the shortest, typical route for oversize/heavy shipments and include the waiting time of up to 4 hours for loading and unloading. Diversions, additional night transports and longer operational time shall increase the price.
  8. The price includes 4 hrs of loading and unloading of each trailer. Extra time shall result in overtime payment by an hour.
  9. Time limits confirmed by the **Principal** are based on the standard order execution principles. In case of any delay arising from force majeure or other reasons beyond the control of the **Forwarder**, the **Forwarder** shall bear no liability for such delays.
  10. Costs arising from idle wait or any additional costs related to adverse weather conditions (snow, ice) or force majeure shall increase the service price.
  11. Order execution shall depend on receiving all and any necessary permits (delay in issuing said documents is acceptable), meeting all requirements as stated by proper road authorities and other.
  12. The **Forwarder** requires free and full access to the site of loading and unloading.
  13. As per VDI 2700-2702 and DIN EN 12195 regulations the cargo must have sufficient lashing points to secure safe and professional transportation.
  14. The **Forwarder** reserves the right to charge the project in the meantime with partial invoices, and the **Principal** shall pay such invoices timely.
  15. In the case of intermodal loadings the price does not include costs of potential wait time. Such costs shall increase the overall price.
  16. The **Forwarder** shall not be held liable for prompt order execution if the shipment's dimensions /parameters are not in accordance with official guidelines or given permits. Any additional costs arising from such changes shall be born by the **Principal**. If said changes render the order



execution impossible, the **Forwarder** reserves the right to refrain from performance of the order bearing no liability. The **Principal** shall bear all and any costs arising from the **Forwarder's** activity to prepare and execute the order (permit expenses in particular).

#### XVII. Lien and retention.

1. The **Forwarder**, within the limits of the law, has the right to a lien on the goods and/or documents relating to them in connection with any receivables from the **Principal** at any time, including charges for storage, and the costs of such recovery until due payment is received. The **Forwarder** can perform a lien in any reasonable manner as deemed equitable. If the cargo is lost or destroyed, the **Forwarder** has similar rights with respect to the compensation paid by insurance companies, transport companies and others.
2. If the amount due is not paid to the **Forwarder**, they have the right to organize, in a satisfactory manner, the sale of such quantities of goods which is necessary to cover the total amount owed to the **Forwarder**, including any expenses incurred. If possible, the **Forwarder** shall inform the client well in advance of the intention to sell the goods.
3. If, in accordance with the Order, the shipment is to be placed at the disposal of a third party or transferred to a third party, the **Forwarder** can also take advantage of the right of lien on the goods.
4. All costs associated with the lien on the goods and/or documents will be charged against the goods.
5. If a third party makes any claims against the **Forwarder** in connection with the **Forwarder** executing the right of retention or lien on the goods, the **Principal** shall be obliged to immediately release the **Forwarder** of such a liability and compensate for any loss suffered by the **Forwarder**.

#### XVIII. Statute of limitations.

1. Claims arising under the Agreement shall expire after one year.
2. The limitation period begins:
  - a) in the case of claims for damage or incompleteness in the goods - from the date of delivery,
  - b) in the case of the total loss of the goods or their delayed delivery - from the date on which the shipment was to be delivered,
  - c) in all other cases - from the date of execution of the Order.
3. If the **Forwarder** under these Terms acquires the status of the carrier, claims in respect of the carriage expire according to the provisions of national and international law governing this issue.

#### XIX. Contractual penalties.

1. In any case of a violation of the provisions of:
  - a) Section XXI, item 1 of the GToS, involving a breach of the Clause of Confidentiality;
 The **Forwarder** shall be entitled to claim a contractual penalty in the amount of 5,000 PLN (five thousand) for each detected violation.
2. Notwithstanding the foregoing, the **Forwarder** is entitled to charge contractual penalties in the amount corresponding to that included in the Table of Fees, Extra Services and Exceptions (ToFEE), listed in Table B.
3. The payment of penalties referred to in this section shall not exclude the right of the **Forwarder** to demand compensation from the **Principal** for damages on general terms.
4. Contractual penalties and compensation payable to the **Forwarder** under the GToS shall be payable within fourteen (14) days from receipt of a written notice by the **Principal** to pay a penalty or compensation, to the bank account designated each time by the **Forwarder** in a written request for payment.



## XX. Termination of the Agreement and withdrawal from the Agreement

1. The Agreement may be terminated by either Party upon three months prior written notice effective from the end of a calendar month.
2. The **Forwarder** may terminate the Agreement with immediate effect (without observing the notice period), in the following cases:
  - a) when the **Principal** fails to pay service charges on time in full,
  - b) when there is a change in the organizational structure of the **Principal**,
  - c) upon declaration of bankruptcy, liquidation or similar events concerning the **Principal**, when proceedings for an arrangement with creditors or liquidation are initiated towards the **Principal**, as well as in a situation when the duties of the head of the company are taken over by a receiver, administrator, trustee or liquidator,
  - d) when, without prior written consent of the **Forwarder**, the **Principal** shall enter into a contract to transfer their rights or obligations under the Agreement to a third party.
3. Either Party may terminate the Agreement with immediate effect (without observing the notice period) if, as a result of circumstances described in Section X, items 19 and 20, its fulfillment has become impossible.
4. The Parties allow the possibility of early termination of this Agreement by mutual agreement.
5. The **Forwarder** is entitled to terminate the Agreement with immediate effect, without additional notice, if:  
The Contractor does not respect to the provisions of this Agreement, in particular the following:
  - a) Section II, items 7 and 11,
  - b) Section VIII, item 17,
  - c) Section X, items 9 ,13 and 19,
 despite a one-time written notice.
6. Withdrawal from the Agreement by the **Forwarder** refers to the part concerning the uncompleted scope of the Agreement.
7. In the case of a withdrawal from the Agreement, the **Principal** is obliged to assess, at their own expense and with the participation of the **Forwarder**, the status and security of the shipment.
8. In the event of the termination of the Agreement by the **Principal** - the **Forwarder** is entitled to charge a contractual penalty the amount of which is specified in the current ToFEE.
9. Before withdrawing from the Agreement, the **Forwarder** is obliged to protect the shipment and the interests of the **Principal** in consultation with them and, as far as possible, to pass the shipment or its part to the client in the place which the **Forwarder** considers convenient and secure. Hence the obligation of delivery shall be deemed fulfilled, and the responsibility of the **Forwarder** for shipment shall expire.
10. In any event of the termination or withdrawal from the Agreement by the **Forwarder**, the **Forwarder** is entitled to Remuneration in accordance with the Agreement, and the **Principal** will bear the additional costs resulting from the aforementioned circumstances.
11. In the event of the termination by either Party, for any reason, or withdrawal from the Agreement by the **Forwarder** - all charges for work performed by the **Forwarder** to the **Principal** shall become immediately due and payable.



**XXI. Confidentiality of information.**

1. The Parties undertake to maintain absolute secrecy and not to communicate, disclose or use without the consent of the other Party expressed in writing under pain of nullity, any technical, technological, organizational, or other information with economic value to the other Party, including that relating to the Agreement, and the entities involved in the cooperation to perform the Agreement, including in particular:
  - a) Rate Calculators for LTL, FTL, oversize load and logistics services and their pricing tables;
  - b) Business processes of the whole area of services (FTL, logistic, oversize load, LTL - Quick);
  - c) Price lists of extra services;
  - d) "Table of Additional fees for a vehicle with a tail lift";
  - e) "Table of Fees, Extra Services and Exceptions";
  - f) "Table of LTL Transit Time";
  - g) "Table of FTL Transit Time";
  - h) "Map of Operational Zones";

unless the confidentiality regarding this information ceased and it is known to the public or its disclosure is requested by an administrative authority, court or other authorized body or person in a form and content required by law, but only to the extent necessary. This commitment to confidentiality has no time limit and does not expire after the termination of this Agreement (hereinafter referred to as Clause of Confidentiality).

2. The obligation referred to above also includes subcontractors cooperating in the performance of the Agreement with the **Principal**. In the case of a violation of the Clause of Confidentiality by the subcontractors referred to in the preceding sentence, the **Principal** will be obliged to repair the damage or pay a contractual penalty.

**XXII. Contact data.**

1. Unless the provisions of the Agreement state otherwise, the Parties agree to the following address and contact data of the **Forwarder**:
  - a) service address: ul. Budowlanych 19, 80-298 Gdańsk;
  - b) e-mail address: info@scandinavian.com.pl

**XXIII. Final Provisions.**

1. The provisions of these Terms shall not apply to agreements concluded with consumers within the meaning of Art. 385 1 of the Civil Code.
2. If any provision of the Agreement and the GToS is or will become (due to changes in the law, a final judgment of a court or other authority) unlawful, void or unenforceable, this shall not affect the validity and enforceability of the remaining provisions. Instead, such a provision shall be deemed valid which, within the limits set by law, will be the closest to what the Parties wanted to achieve by introducing such a provision to the Agreement and the GToS.
3. In relation to the Agreement concluded by the **Forwarder**, the provisions of the GToS shall prevail if they are more favorable for the **Forwarder**. General terms or regulations for service provision will also be applicable to the Agreement if their application in the field of business is widely accepted in a given country or if the conclusion of an agreement with the subcontractor required the inclusion in this agreement of the standard contract used by the other Party, with the priority of these Terms.



4. This Agreement supersedes all prior agreements, understandings and arrangements between the Parties regarding its subject matter, which at the time of the conclusion of this Agreement hereby lose their legal effect.
5. If the provision of the service in whole or in part is delegated to the sub-forwarder or carriers, it is performed in this part on the basis of the laws of the country applicable to the forwarder/carrier who performs the order on behalf of the **Forwarder** for the **Principal**.
6. In matters not covered by this Agreement, generally applicable provisions of Polish law shall apply, in particular the provisions of the Civil Code.
7. Any changes or additions to this Agreement, as well as its termination with the consent of the Parties, shall be in writing under pain of nullity.
8. Any disputes arising from the Agreement and the GToS shall be settled by the court competent for the seat of the **Forwarder**.
9. These terms were written in Polish. Any other language versions of the General Terms of Service are only a translation of them, therefore, in the case of a discrepancy, the Polish language version shall take precedence.
10. The GToS provisions do not apply to the forwarding of Valuable Goods Shipments, live animals and human remains.
11. The GToS are valid from 16 January 2014.
12. List of Annexes, which form an integral part of the Agreement:
  - a) Appendix 1 - Table of Fees, Extra Services and Exceptions (ToFEE)

Approved by decision of the Board from 17.07.2015.

Wiceprezes Zarządu  
*Patryk Szymanski*  
Patryk Szymanski