

**Terms and Conditions****of Services of International Road Transport of Shipments rendered  
by Raben Logistics Polska sp. z o.o.**

**Raben Logistics Polska sp. z o.o.** with the registered office in Robakowo near Poznań, ul. Zbożowa 1, entered into the National Court Register kept by the District Court in Poznań – Nowe Miasto i Wilda in Poznań, IX Commercial Department of the National Court Register, under number **KRS 00000561623**, with the share capital PLN 1.136.957.700,00 and the tax identification number NIP 777-32-49-627, hereinafter referred to as the **Carrier**, renders services of international road transport of shipments for Companies pursuant to **"Terms and Conditions of Services of International Road Transport of Shipments rendered by Raben Logistics Polska sp. z o.o."**, hereinafter referred to as the **Terms and Conditions**, and to commonly binding legal regulations, in particular to the provisions of Convention on the Contract for the International Carriage of Goods by Road (CMR), and the signing protocol drawn up in Geneva on May 19, 1956, dated May 19, 1956 (Journal of Laws No. 49, item 238), and the Act dated November 15, 1984, Transport Law (consolidated text dated August 30, 2013, (Journal of Laws of 2012, item 1173).

**§ 1.  
[Glossary of Terms]**

The terms listed hereinbelow in the content of the Terms and Conditions shall have the following meaning:

- 1) **"Un/loading Operations"** – Loading of the Shipment on the means of transport in the Place of Dispatch and Unloading of the Shipment from the means of transport in the Place of Delivery.
- 2) **"Business Days"** – days from Monday to Friday excluding public holidays which fall within this time period in the territory of the countries through which the Transport is executed.
- 3) **"Transport Document"** – a document or documents which constitute a proof of accepting a Shipment for transport and the course and execution of the transport service. The following transport documents are in use:
  - a) **CMR Consignment Note** - a transport document which constitutes in particular a proof of accepting the Shipment for transport and the proof of executing the transport and collecting the Shipment by the Consignee, which also includes information necessary for correct execution of transport, additional guidelines concerning handling the Shipment, and the signature of the Consignor or a person acting on his behalf.
  - b) **Proof of Delivery (POD)** – a transport document which constitutes in particular a proof of executing the transport and collecting the Shipment by the Consignee.
- 4) **"Transport Unit"** – a EUR-pallet, a pallet of any other type, basket, cardboard box, crate, and other containers acceptable in the system of placing Transport Orders, on which or inside of which the transported goods are located. A Shipment may consist of one or more Transport Units.
- 5) **"International Road Transport"** – transport of the Shipment executed in a means of road transport if the Loading Place and the Unloading Place are located on territories of two different countries.
- 6) **"Unloading Place"** – a place indicated in the content of the Transport Order where the Shipment is to be delivered.

- 7) **"Loading Place"** – a place indicated in the content of the Transport Order where the Shipment is to be loaded and released for transport.
- 8) **"Consignor"** – an entity indicated in the content of the Transport Order which releases the Shipment for Transport to the Carrier and which issues the Transport Document.
- 9) **"Consignee"** – an entity indicated in the content of the Transport Order which is entitled to collect the Shipment.
- 10) **"EUR-pallet"** – a wooden pallet with the dimensions: 120 cm long and 80 cm wide, compliant with the requirements of UIC 435-2 standard, and lawfully marked with the EUR or EPAL trademark. The total weight of the goods placed on a EUR-pallet cannot exceed 1,000 kg.
- 11) **"Subcontractor"** – a carrier to whom Raben Logistics Polska sp. z o.o. subcontracts the execution of transport of the Shipment on the whole route or a part thereof.
- 12) **"Companies"** – business entities referred to in article 4 of the Act dated 02.07.2004 on the Freedom of Business Activity (Journal of Laws of 2004, No. 173, item 1807, as amended).
- 13) **"Carrier"** – Raben Logistics Polska sp. z o.o.
- 14) **"Shipment"** – goods accepted for transport on the basis of the Transport Document, destined for one Consignee and for one Unloading Place, packed and placed on or inside a Transport Unit. A Shipment may consist of one or more Transport Units.
- 15) **"Terms and Conditions"** – "Terms and Conditions of Services of International Road Transport of Shipments rendered by Raben Logistics Polska sp. z o.o." and Appendixes thereto.
- 16) **"Unloading"** – the total of all operations aimed at unloading the Shipment from the means of transport also including cleaning the means of transport if it has been contaminated in the course of Un/loading Operations.
- 17) **"Standard Time of Executing Transport"** – planned date of delivering the Shipment to the Consignee, defined on the Carrier's Website.
- 18) **"Carrier's Website"** – website at the address <http://polska.raben-group.com/>
- 19) **"Contract of Carriage"** – a contract for transporting a Shipment concluded between the Carrier and the Customer.
- 20) **"Authorised Party"** – the Customer or the Consignee, where applicable.
- 21) **"Loading"** – the total of all operations aimed at loading the Shipment inside the provided means of transport, including the correct placing of the Shipment inside the means of transport and cleaning the means of transport if it has been contaminated in the course of Un/loading Operations.
- 22) **"Transport Order"** – an order to execute transport of a Shipment specifying the data and information necessary for the correct execution of transport.
- 23) **"Customer"** – a company which concludes a Contract of Carriage with the Carrier. The Customer may be the Consignor, the Consignee, or a third party who is neither a Consignor nor the Consignee. The Customer is the holder of the rights and obligations of the Consignor stipulated in the content of the Transport Order, Contract of Carriage, the Terms and Conditions and commonly binding regulations – also if in a particular situation the Customer is not the actual entity which releases the Shipment for Transport to the Carrier in the Loading Place. If the Customer is not at the same time the Consignor in the understanding of § 1, point 8 of the Terms

and Conditions, he shall be liable towards the Carrier for the acts and omissions of the Consignor like for his own act and omissions.

## **§ 2.**

### **[Subject Matter and Description of Transport Services]**

1. The Carrier renders chargeable services of international road transport of shipments for Companies.
2. The Carrier does not render transport services of goods and articles listed in Appendix No. 1 to the Terms and Conditions – "Goods Excluded from Transport in International Distribution" and of any and all goods and articles whose road transport is prohibited by binding legal regulations.
3. Subject to provisions of § 2, clause 4, the Carrier does not render transport services of Shipments with the value exceeding PLN 10,000 (ten thousand Polish zloty) per each 100 kg of the gross weight of the Shipment.
4. Executing the transport of Shipments referred to in § 2, clause 3, shall require a separate, explicit consent of the Carrier. In the case of entrusting the Carrier with transport of a Shipment whose value exceeds the threshold stipulated in § 2, clause 3, without prior consent of the Carrier referred to in the preceding sentence, the Carrier shall be liable for possible damage in such a Shipment pursuant to § 15 of the Terms and Conditions, however with the reservation that the value of indemnity cannot exceed the threshold stipulated in § 2, clause 3.
5. The Carrier renders transport services taking into account the requirements stipulated for particular product groups by commonly binding legal regulations with the reservation of the Customer fulfilling the obligation stipulated in § 5, clause 2 of the Terms and Conditions. Special requirements pertaining to transport of dangerous goods ADR have been stipulated in Appendix No. 2 to the Terms and Conditions "Transport of Dangerous Goods ADR".
6. Transports of shipments are executed between Loading Places and Unloading Places indicated in the content of Transport Orders within the organisation of the transport process used by the Carrier. In particular, the Carrier may execute transports of shipments within groupage transports which include trans-loading operations.
7. The Carrier has the right to use Subcontractors during rendering transport services, who can be entrusted with the transport on the whole route or its part. The Carrier shall be liable for the actions of Subcontractors like for his own actions.
8. Conducting Un/loading Operations: Loading and Unloading shall be the responsibility of the Consignor and the Consignee accordingly. The Carrier shall not be responsible for conducting Loading Operations nor for providing technical means or equipment allowing for Loading and Unloading. Possible help of the driver during Loading and Unloading may be offered at the exclusive risk and responsibility of the Customer, the Consignor or the Consignee.
9. The Carrier renders a transport service - that is: accepting the Shipment for transport at the Loading Place, transport and release of the Shipment at the Unloading Place - exclusively on Business Days.

## **§ 3.**

### **[Basis for Rendering Services]**

1. The Carrier renders transport services under Contracts of Carriage, the Terms and Conditions and commonly binding legal regulations.

2. By concluding a Contract of Carriage with the Carrier, the Customer consents to rendering transport services based on the provisions of the Terms and Conditions which constitute a contract template in the understanding of the regulations of the Act dated 23.04.1964, Civil Code (Journal of Laws of 1964, No. 16, item 93 as amended).
3. Neither the Subcontractor nor the driver executing the transport shall have the right to make or accept declarations of intent on behalf of the Carrier which concern changes or supplements to the content of the Contract of Carriage, nor declarations of intent concerning changes, supplements or exclusions of the provisions of the Terms and Conditions.
4. The Carrier shall not be bound by the content of verbal or written guidelines of the Customer, the Consignor or the Consignee - which are noncompliant with the content of the Terms and Conditions or commonly binding legal regulations. Any possible deviation from the content of the Terms and Conditions shall require a written consent of the Carrier otherwise it is null and void.

#### **§ 4. [Additional Services]**

1. On the basis of a separate, chargeable order, the Carrier may render additional services of:
  - 1) concluding a Shipment insurance agreement for the Customer (cargo insurance);
  - 2) comprehensive customs services (including drawing up Intrastat declarations, conducting customs clearance, drawing up certificates of origin, TIR carnets, etc.).
2. The Carrier may also render other additional services pursuant to individually agreed rules.

#### **§ 5. [Concluding the Contract of Carriage]**

1. Concluding a Contract of Carriage shall require:
  - 1) agreement between the Customer and the Carrier concerning essential conditions of International Road Transport, i.e. the subject of the Shipment, transport route and the Carrier's remuneration; and
  - 2) placing a Transport Order by the Customer to the Carrier.
2. Specifying the essential conditions of International Road Transport by the Carrier takes place in particular through submitting the offer of rendering the service of International Road Transport by the Carrier in response to an enquiry submitted by the Customer. The conditions of service of International Road Transport may be also stipulated by a framework contract concluded by the Customer and the Carrier.
3. Transport Order constitutes the proof of intent of the Customer to entrust the Carrier with the execution of service of International Road Transport. By placing the Transport Order the Customer confirms:
  - 1) the conditions of service of International Road Transport agreed between the Customer and the Carrier; and
  - 2) that he has read the Terms and Conditions and he consents to adhering to its provisions.
4. Transport Order placed by the Customer to the Carrier shall comply with the conditions of the service of International Road Transport agreed between the Customer and the Carrier. In case of discrepancies, the conditions of service of International Road Transport agreed between the Customer and the Carrier shall prevail.

5. The Customer shall correctly and completely fill in the Transport Order under the penalty of liability for damage resulting from incorrect, incomplete or untruthful filling in the Transport Order. For articles which require maintaining special transport conditions due to their properties or binding legal regulations, the Customer shall notify the Carrier in the content of the Transport Order about such requirement under the penalty of liability for any damage resulting from failing to fulfil this obligation.
6. The Transport Order shall be placed to the Carrier:
  - 1) via the "Integrator" application available on the Carrier's Website after prior registration and setting up an account. Detailed instruction concerning registration is available on the Carrier's Website.
  - 2) in a form of an electronic data interchange, via the MKR software, or in any other manner previously agreed with the Carrier.
7. In case it is impossible to place the Transport Order as set forth in clause 6, points 1) and 2) hereinabove, it is acceptable to place the Transport Order via electronic mail on a form available in the seat of the Carrier, in individual field organisational units of the Carrier, or available on the Carrier's Website. Appendix No. 3 to the Terms and Conditions constitutes a template of the Transport Order.
8. Transport Orders placed in a manner set forth in clause 7 shall be sent to the applicable - for the seat of the Customer - field organisational unit of the Carrier (a Branch). A list of field organisational units of the Carrier and their telephone numbers and e-mail addresses for placing Transport Orders have been set forth in Appendix Nr. 4 to the Terms and Conditions "List of Carrier's Branches". The assignation of the appropriate field organisational units of the Carrier to the seat of the Customer is available on the Carrier's Website.
9. Transport Orders shall be placed appropriately in advance:
  - 1) Transport Orders for transport of a Shipment to Poland (import order): by 14:00 of the Business Day preceding the Business Day when the Loading and release of the Shipment for transport in the Loading Place is to take place;
  - 2) Transport Orders for transport of a Shipment from Poland abroad (export order):
    - by 10:00 on the Business Day when the Loading and release of the Shipment for transport in the Loading Place is to take place – for cases when Loading Place of the Shipment is within the area of appropriate field organisational unit of the Carrier to which the Transport Order was placed;
    - by 14:00 of the Business Day preceding the Business Day when the Loading and release of the Shipment for transport in the Loading Place is to take place – in any other cases.
  - 3) Transport Order for transport of a Shipment outside the territory of Poland (transit order): by 14:00 of the Business Day preceding the Business Day when the Loading and release of the Shipment for transport in the Loading Place is to take place.
10. With the reservation of provisions of § 6, the Customer shall be bound by the content of the Transport Order from the time of placing the Order to the Carrier until the time of receiving a notification from the Carrier about the rejection to accept the Transport Order.
11. The Carrier reserves the right to refuse to accept the Transport Order without bearing any liability or other negative consequences, in particular for the following reasons:
  - 1) The Transport Order concerns the execution of transport of articles excluded from road transport under commonly binding legal regulations;



- 2) The Transport Order concerns the execution of transport of articles listed in the Appendix No. 1 to the Terms and Conditions– "Goods excluded from transport in international distribution";
  - 3) The Transport Order is noncompliant with the conditions of service of International Road Transport stipulated by the Carrier or it has been placed in breach of at least one of the requirements set forth in § 5, clauses 5 – 9;
  - 4) The Carrier is not able to execute the service of International Road Transport due to organisational or technical obstacles;
  - 5) The Transport Order has been filled in illegibly, incorrectly or incompletely;
  - 6) The Customer is delayed or in arrears with payment of any amount due to the Carrier for the previously rendered services;
  - 7) in cases stipulated by the commonly binding legal regulations.
12. In cases set forth in § 5, clause 11 the Carrier shall immediately notify the Customer about the refusal to accept the Transport Order. The notification about the refusal to accept the Transport Order shall be sent via electronic mail to the address indicated in the content of the Transport Order. In the case of a refusal to accept the Transport Order by the Carrier - the Contract for Carriage shall not be concluded.
  13. The Carrier shall not be liable towards the Customer, the Consignor or the Consignee for the refusal to accept the Transport Order made pursuant to the provisions of § 5, clauses 11 and 12.
  14. The Transport Order shall be deemed accepted by the Carrier – which is equivalent to concluding a Contract of Carriage - if within the time set forth in § 5, clause 12 the Carrier fails to notify the Customer about a refusal to accept it. In the case of placing the Transport Order in a manner set forth in clause 7, the confirmation of acceptance of such a transport Order for execution by the Carrier shall be mandatory. The confirmation of accepting the Transport Order shall be sent by the Carrier via electronic mail or fax to the address / number indicated in the content of the Transport Order. Lack of confirmation of accepting the Transport Order by the Carrier placed in clause 7 shall mean that the Transport Order has not been accepted and the Contract of Carriage shall not be concluded.
  15. If the Carrier accepts the Transport Order which was not preceded by agreeing the conditions of service of International Road Transport, the Carrier shall not be bound by the time of executing the transport and the amount of remuneration indicated in the content of the Transport Order, and shall have the right to render the service of International Road Transport in the Standard Transport Time under ordinary conditions binding for the trade.

## **§ 6.**

### **[Change of the Content of the Transport Order]**

1. The Customer can change the content of the placed Transport Order with the reservation of a prior agreement of such a change with the Carrier.
2. The Carrier can refuse to accept the change to the placed Transport Order referred to in § 6, clause 1. Provisions of § 5, clauses 10 - 14 shall apply accordingly.
3. If the Carrier refuses to accept the changed Transport Order – the Contract of Carriage shall not be concluded. The Customer shall reimburse to the Carrier any and all costs and expenses borne by the Carrier in relation to or in order to execute the original Transport Order.

**§ 7.****[Requirements connected with dispatching the Shipment for Transport]**

1. In relation to concluding the Contract of Carriage, the Customer shall fulfil or guarantee the fulfilment of any and all requirements which burden the Consignor under the provisions of the Transport Order, the Terms and Conditions, or commonly binding legal regulations. If the Customer is not simultaneously the Consignor, the Customer shall be liable towards the Carrier for the fulfilment of the requirements by the Consignor referred to in the preceding sentence like for his own acts and omissions.
2. Requirements set forth in § 7, clause 1, cover in particular:
  - 1) preparation and packing the Shipment in a manner suitable for transport in a means of road transport, and which allows for delivering and releasing the Shipment without any partial loss or damage - in accordance with properties of the Shipment, provisions of the Terms and Conditions and binding legal regulations;
  - 2) appropriate marking of the Shipment by marking each Transport Unit comprising a particular Shipment, pursuant to the provisions of the Terms and Conditions;
  - 3) issuing a Transport Document for the Shipment and its complete and correct filling in, pursuant to the provisions of the Terms and Conditions and binding legal regulations;
  - 4) attaching to the Transport Document any and all documents necessary for the correct execution of transport, and any and all documents required by binding legal regulations;
  - 5) if the Shipment is accompanied by documents for the Consignee, they should be placed inside a sealed pad attached to a side of the Transport Unit marked with the first number in a particular Shipment;
  - 6) providing the Carrier with complete, accurate and factual information necessary for the execution of transport of the Shipment;
  - 7) completing the Loading and releasing the Shipment for transport in the Loading Place in time no longer than 30 minutes from the moment of providing the means of transport;
  - 8) providing the Carrier with feasible guidelines concerning the operational procedure in case of obstacles occurring in transport or releasing the Shipment;
  - 9) guaranteeing the collection of the Shipment in the Place of Delivery and guaranteeing Unloading in time no longer than 30 minutes from the moment of providing the means of transport;
  - 10) offering, at the Carrier's request, help in contact with the Consignee of the Shipment.

**§ 8.****[Documents related to transport]**

1. The Transport Order accepted by the Carrier constitutes the proof of concluding and the content of the Contract of Carriage.
2. The Consignor shall fill in the Transport Document in a manner that is legible, complete and compliant with instructions (CMR Consignment Note) and place his signature below its content. By signing the Transport Document the Consignor confirms the details included therein, the fact of reading the content of the Terms and Conditions, and he consents to adhering to the provisions of the Terms and Conditions.

3. Address details of the Customer, the Consignor and the Consignee provided in the content of the Transport Order and the Transport Document shall include: full name of the company with its legal status, postal address code, name of town/city, name of street or residential area, house number, premises number, phone numbers and the address of the electronic mail. Any instructions or guidelines for the Carrier shall be formulated in a clear and understandable manner.
4. The Carrier shall not be liable for damage or any other negative consequences resulting from incorrect filling in of the Transport Order. The Carrier shall be liable towards the Carrier for damage resulting from providing in the content of the Transport Order and the Transport Document information or data which do not reflect the actual situation, which are incomplete or insufficient, and for damage resulting from entering information and data in incorrect fields of the Transport Order or the Transport Document.

### **§ 9.**

#### **[Preparing the Shipment for transport]**

1. The Consignor shall prepare and release the Shipment to the Carrier in a condition allowing for its correct transport by means of road transport and delivering and releasing it without partial loss, damage or loss. For articles which require maintaining special conditions, due to their properties or binding legal regulations, the Consignor shall fulfil such requirements. It applies in particular to requirements stipulated in Appendix No. 2 "Transport of dangerous goods ADR" to the Terms and Conditions.
2. The Consignor shall guarantee appropriate packing of goods being the subject of the Shipment. The packaging of the Shipment shall meet the requirements resulting from legal regulations and in each case it shall be appropriate for the type and properties of the goods being the subject of the Shipment. Each packaging - regardless of the size - shall: prevent from the access to the content of the Shipment without its breaking or tampering, guarantee stability and maintaining the balance of the goods and protect from external factors. For goods stacked on a pallet, the goods shall be stacked on the pallet in a way that the goods do not protrude outside the outline of the pallet and the whole shall be tightly wrapped with stretch foil and additionally secured with a printed tape of the Consignor. Goods placed on or inside Transport Units other than pallets shall be secured from inside to prevent them from moving. In the case of dispatching machines or equipment with protruding elements - such elements shall be protected from damage which may occur during transport or Un/loading Operations. Additionally the Transport Units in question shall be tightly wrapped with a stretch foil and additionally secured with the printed tape of the Consignor and, if necessary, labelled with special markings indicating the possible special character of the Shipment or special requirements concerning the method of transport, e.g. "fragile", "top/bottom".
3. Each Transport Unit of the Shipment shall be marked in a visible place with a sticker or a label containing the following information: name and address of the Consignor, name and address of the Consignee, quantity of Transport Units in the Shipment, and a specific number of an individual Transport Unit in the total number of Transport Units in the Shipment (e.g. 1/4, 2/4, 3/4, 4/4).

### **§ 10.**

#### **[Loading and accepting the Shipment for transport]**

1. The Consignor shall release the Shipment for transport in the agreed Loading Place. Loading the Shipment on the means of transport provided by the Carrier, including the correct placement of the Shipment on the means of transport shall be the responsibility of the Consignor. Accepting the Shipment for transport shall start from completing the Loading, at the moment when



the Carrier confirms accepting the Shipment for transport in the content of the Transport Document.

2. When accepting the Shipment for transport the Carrier shall verify exclusively the quantity of the Transport Units in a particular Shipment and he shall not verify the content of individual Transport Units. If the Carrier does not submit any reservations when accepting the Shipment for transport it shall justify the presumption exclusively to the fact that the external condition of the Shipment was adequate at the time of releasing the Shipment for transport whereas such presumption shall not apply to the internal condition of the Shipment and individual Transport Units. Presumption concerning the external condition of the Shipment can be refuted by the Carrier. The Carrier has the right - but not an obligation to accept the Shipment for Transport also in the case when the quantity or size of Transport Units is not reflected in the content of the Transport Order.
3. The Carrier can refuse to accept the Shipment for transport in cases stipulated in the provisions of the Terms and Conditions and binding legal regulations, and in particular when:
  - 1) the condition of the Shipment is faulty and noncompliant with the content of the placed Transport Order, in particular if the Shipment prepared for transport significantly deviates from the description included in the Transport Order within the subject of the Shipment, the size of the Shipment, or the methods of packing,
  - 2) the Shipment does not have packaging or the packaging of the Shipment is clearly inadequate or improper,
  - 3) the Shipment has not been marked or has been marked incorrectly,
  - 4) the Transport Document has not been filled in or has been filled in incorrectly or faultily,
  - 5) the Consignor has not prepared documents which under legal regulations must be released together with the Shipment.
4. The following cases shall be deemed as failing to execute the Contract of Carriage:
  - 1) refusal to release the Shipment to the Carrier;
  - 2) failing to prepare the Shipment for release or failing to load the Shipment in the time frame stipulated in the content of the Transport Order and within 30 minutes from providing the means of transport;
5. In the case of failing to execute the Contract of Carriage due to reasons set forth in § 10, clause 4, or for any other reasons on the side of the Consignor or the Customer - the Carrier shall have the right to seek compensation from the Customer for the incurred damage.

## **§ 11. [Time of delivery]**

1. Time of executing the transport shall be defined exclusively in days. Time covering 24 hours or the multiple thereof shall be understood as the time covering 1 day or the multiple of 1 day. Time of executing the transport runs exclusively on Business Days.
2. If the Parties do not agree another time of executing the transport, the service of International Road Transport shall be executed by the Carrier in the Standard Time of executing the transport referred to in § 1, point 17).
3. The time of executing the transport is reserved each time to the benefit of the Carrier.

4. Possible time frames of delivering Shipments set forth in the content of Transport Orders or Transport Documents do not constitute the Time of executing the transport and they are of supporting character and they only indicate the preferred time frame for delivering the Shipment on the day in which the time for executing the transport lapses. The Carrier shall not bear any liability or any other negative consequences in the case of delivering the Shipment while maintaining the time of executing the transport but outside the time frames referred to in the preceding sentence.
5. The condition for timely delivery of the Shipment shall be preparing and releasing the Shipment in the Loading Place - pursuant to provisions of § 7, clause 2, point 7 and § 10 of the Terms and Conditions.
6. Executing the transport of a Shipment takes place at the time of the Carrier reporting at the Consignee and declaring the release of the Shipment - regardless of the time when the Consignee commences the Unloading of the Shipment or if he commences the collection of the Shipment altogether.

## **§ 12.**

### **[Obstacles in rendering the service]**

1. Obstacles in rendering the transport service in the understanding of the Terms and Conditions are the following:
  - 1) obstacles in the transport of the Shipment – causing the impossibility of executing the transport pursuant to the content of the Transport Order accepted by the Carrier, and in particular: force majeure events, road blocks, traffic accidents, defects of means of transport, difficult atmospheric conditions;
  - 2) obstacles in releasing the Shipment – causing the impossibility of releasing the Shipment to the Consignee in the Place of Delivery, and in particular: absence of the Consignee at the indicated address, refusal to accept the Shipment, refusal to confirm the delivery of the Shipment in the content of the Transport Document, failing to commence Unloading.
2. The Consignor may each time submit guidelines concerning the operating procedure in case of obstacles occurring in transport or release of the Shipment in the content of the Transport Order or the Transport Document.
3. In case of obstacles occurring in transport or releasing the Shipment and lack of the guidelines concerning the operating procedure from the Customer in the content of the Transport Order or the Transport Document, the Carrier shall address the Customer to provide appropriate guidelines and the Customer shall provide them without delay.
4. The Customer's guidelines concerning the operating procedure connected with obstacles occurring in transport or release of the Shipment can be sent to the Carrier via electronic mail.
5. If the Customer fails to provide guidelines concerning the operating procedure connected with obstacles occurring in transport or release of the Shipment or provides unfeasible guidelines, the Carrier shall commence the liquidation of the Shipment pursuant to the provisions of the Act dated November 15, 1984, Transport Law.

## **§ 13.**

### **[Releasing the Shipment to the Consignee]**

1. Executing the transport and delivering the Shipment to the Consignee takes place at the time of the Carrier reporting at the Consignee in the Unloading Place and declaring the release

of Shipment - regardless of the time when the Consignee commences the Unloading of the Shipment or if he commences the collection of the Shipment altogether.

2. The Consignee shall confirm the delivery of the Shipment in the content of the Transport Document. A refusal to confirm the delivery shall constitute an obstacle in releasing the Shipment in the understanding of § 12, clause 1, point 2, and it shall entitle the Carrier to withhold the release the Shipment to the Consignee.
3. If the provisions of the Contract of Carriage, the Terms and Conditions, or binding legal regulations state that the Consignee is to pay remuneration for transport to the Carrier and/or any other amounts burdening the Shipment - the Consignee, when commencing the collection of the Shipment - but prior to its release by the Carrier - shall make the payments of amounts due to the Carrier. In the case of a refusal to pay the amounts due which were referred to in the preceding sentence, the Carrier can withhold the release of Shipment or use the rights set forth in § 19 of the Terms and Conditions.
4. At the time of confirming the delivery of the Shipment in the content of the Transport Document, the Shipment is released and the Consignee assumes the risk of loss, partial loss or damage to the Shipment. At the time of releasing the Shipment, the Consignee shall become the sole entity authorised the dispose of the Shipment.
5. Unloading the Shipment from the means of transport shall be the responsibility of the Consignee.
6. Possible reservations concerning the execution of the transport or the visible condition of the Shipment shall be submitted by the Consignee at the time of releasing the Shipment and noted in the content of the Transport Document - otherwise they will be inadmissible at a later date.

#### **§ 14.**

##### **[Establishing the condition of the Shipment]**

1. If, before releasing the Shipment, it turns out that it has been subject to a partial loss or damage, the Carrier shall immediately establish the condition of the Shipment and the circumstances in which the damage occurred in a report. The Carrier shall perform those actions also at the request of the Authorised Party (the Customer or the Consignee) if the Authorised Party claims that the Shipment has been tampered with.
2. The report shall be signed by persons present at establishing the condition of the Shipment whereas the driver shall sign the report on behalf of the Carrier. In the case of a refusal to sign the report by the Authorised Party (the Customer or the Consignee), the Carrier shall indicate this fact and the reasons for the refusal in the content of the report.

#### **§ 15.**

##### **[Carrier's liability]**

1. The Carrier shall be liable for the loss, partial loss or damage to the Shipment which occurred from the moment of accepting it for transport to the moment of its release pursuant to and within the scope of the provisions of the Terms and Conditions and the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR).
2. The Carrier shall not be liable for partial loss or damage inside the delivered Transport Units of the Shipment – as long as their packaging does not show signs of tampering.
3. In cases when the Carrier is liable for damage to the Shipment or a delay in transport – indemnity for the damage shall be established pursuant to the provisions of the Convention on the Contract

for the International Carriage of Goods by Road (CMR) – with the reservation of the provision of § 2, clauses 3 and 4 of the Terms and Conditions.

4. Indemnity for the complete or partial loss of the Shipment and for damage to the Shipment shall be calculated according to the value of the goods in the place and time of accepting the goods for transport resulting from a bill (invoice) issued in relation to the transport. Nevertheless, the indemnity shall not exceed 8.33 of the SDR settlement unit per 1 kilogram of the gross missing weight, and additionally the threshold set forth in § 2, clause 3 and clause 4 of the Terms and Conditions.
5. Declared value of the Shipment exceeding the threshold to which the Carrier is liable pursuant to the Convention on the Contract for the International Carriage of Goods by Road (CMR) (article 24 of the Convention on the Contract for the International Carriage of Goods by Road (CMR)), as well as establishing the amount of special interest in delivery of the Shipment in case of its loss or damage, as well as in case of exceeding the agreed time of delivery (article 26 of the Convention on the Contract for the International Carriage of Goods by Road (CMR)), shall require a consent of the Carrier expressed in writing otherwise it shall be null and void, and shall be effective on the condition that the Customer has paid an additional fee agreed with the Carrier. The consent referred to in the preceding sentence shall be granted by the Board of the Carrier.
6. Provisions of § 15, clauses 1 – 4 shall constitute complete regulation of the Carrier's liability for damage to the Shipment and for delay in transport, which means that the Carrier shall not be further liable for such events.
7. The Carrier shall be liable for any other damage resulting from failing to execute or inadequate execution of the Contract of Carriage, orders to execute additional services, or any other obligations, which nevertheless does not have the character of the damage to the Shipment or damage resulting from a delay/postponement in transport, pursuant to the commonly binding legal regulations with the reservation that:
  - 1) indemnity due from the Carrier for such damage shall not exceed the amount of remuneration (transport fee) which is due for the execution of transport;
  - 2) The Carrier shall not be liable for lost profits, unrealised gains, and any other type of indirect or resulting damage, or for damage in the form of paid contractual penalties.

## **§ 16. [Claims]**

1. In case the Authorised Party (the Customer or the Consignee) questions the correctness of executing the transport, he shall submit a written claim to the Carrier. The claim shall include the amount of the claim and its justification (description of the event validating the incorrectness of executing the transport). The claim shall be accompanied in particular by the following documents:
  - 1) Transport Order;
  - 2) Transport Document,
  - 3) damage report or any other document specifying the size and character of damage to the Shipment - if it has been drawn up,
  - 4) document indicating the value of the goods in the Shipment which has been damaged (sales invoice),
  - 5) information about the gross weight of missing or damaged Shipment or its part,

- 6) information if the Shipment has been insured (cargo insurance) and if the claim shall be settled using this insurance,
- 7) written claim calculating the occurred damage,
- 8) information about the bank's name and account number to which indemnity is to be paid.

The Carrier has the right to demand submitting additional documents if they are necessary for investigating the claim.

2. If the claim was filed by an unauthorised person or the claim does not meet the conditions set forth in binding regulations or required documents have not been submitted, the Carrier shall request its correction or completion accordingly within the period no longer than 14 days from the date of delivering such a request under the penalty of not investigating leaving the claim.
3. The claim shall be addressed to the Quality Department of the Carrier or to the field organisational unit of the Carrier where the Transport Order was placed.
4. The Carrier shall respond to the claim within 30 days from submitting it. In the case of a request to complete or correct the claim referred to in § 16, clause 2, the time for responding to the claim referred to in the preceding sentence shall run from the day of completing or correcting the claim. Lack of response to the claim within the stipulated time referred to in the preceding sentences shall mean rejecting of the claim by the Carrier.
5. In the case of accepting the claim and discovering the liability of the Carrier for the damage – the due indemnity shall be established pursuant to the rules set forth in § 15, clauses 3 and 6 of the Terms and Conditions.
6. Neither the Customer nor the Consignor nor the Consignee shall have the right to charge the Carrier prior to filing the claim and before the Carrier investigates the claim. Issuing debit notes to the Carrier against the provisions of the preceding sentence shall be ineffective towards the Carrier.
7. Neither the Customer nor the Consignor nor the Consignee shall make any deductions of liabilities they are due from the Carrier, from liabilities due to the Carrier as remuneration for the rendered services, unless the Carrier grants his consent in a written form.
8. Filing a claim shall not withhold the date of payment for the rendered services, including the service which the claim refers to.

## **§ 17.**

### **[Liability of the Customer and the Carrier]**

1. The Customer shall be liable towards the Carrier for damage resulting in particular from:
  - 1) providing in the Transport Order, in the Transport Document, or in any other form, information and statements which are untruthful, inaccurate, insufficient or entered in a wrong place,
  - 2) lack, incompleteness or incorrectness of documents which under binding legal regulations shall be released together with the Shipment,
  - 3) faulty condition of the Shipment, lack of or improper packaging or inadequate performance of the Loading,



- 4) noncompliance of the Shipment with the content of the Transport Order, the Terms and Conditions or binding legal regulations,
  - 5) incorrect Loading of the Shipment in particular due to incorrect placement of the Shipment in the vehicle.
2. The Customer and the Consignee shall be liable towards the Carrier for damage incurred by the Carrier for delaying or failing to execute loading or delivery of shipments to other customers, if those events occurred due to reasons attributable to the Customer or to the Consignee, and in particular as a result of:
  - 1) breaching the obligation of timely release of the Shipment for transport stipulated in § 7, clause 2, point 7 of the Terms and Conditions;
  - 2) the Consignee being delayed in acceptance and Unloading the Shipment which exceeds the time set forth in § 7, clause 2, point 9 of the Terms and Conditions;
  - 3) failing to provide guidelines by the Customer or providing unfeasible guidelines, the Consignee being delayed in acceptance and Unloading the Shipment which exceeds the time set forth in § 7, clause 2, point 9 of the Terms and Conditions.
3. For other damage than set forth in § 17, clauses 1 and 2, resulting from non-performance or improper performance of obligations, the Customer, the Consignor and the Consignee shall be liable towards the Carrier pursuant to applicable commonly binding legal regulations.
4. For damage to Carrier's property caused by Un/loading Operations the liability shall be borne by the Customer or the Consignee accordingly.

## **§ 18. [Remuneration]**

1. The Carrier renders transport services and additional services for a fee.
2. Remuneration due to the Carrier for rendering particular services depends in particular on the type of service, the type of the Shipment and its dimensions, the length of transport route, as well as the possible special conditions which must be met when transporting the Shipment.
3. The base of Carrier's remuneration shall be stipulated by the Contract of Carriage, the execution of which shall be requested by the Customer in the Transport Order. If the Carrier accepts the Transport Order which was not preceded by agreeing the condition of service of International Road Transport, the Carrier shall have the right to calculate remuneration according standard conditions binding for the trade.
4. Unless the Contract of Carriage stipulates otherwise, remuneration due to the Carrier shall be paid on the basis of VAT invoices issued by the Carrier, paid by a bank transfer to the account indicated in the content of the invoice, within 14 days from the day of issuing the invoice.
5. Unless the Parties decide otherwise, the agreed remuneration shall be modified by road surcharge, fuel adjustment and currency adjustment. Detailed methods of calculating the road surcharge, fuel adjustment and currency adjustment have been set forth on the Carrier's website.
6. Remuneration and price rates expressed in the EURO currency shall be recalculated into Polish zloty according to the Euro currency sales exchange rate published by the National Bank of Poland in Table C, from the day of issuing the debit invoice.

7. Remuneration for rendered services shall be due to the Carrier from the Customer. If pursuant to the provisions of the Contract of Carriage, the Terms and Conditions or binding legal regulations the entity obligated to pay remuneration for services and other liabilities burdening the Shipment is - apart from the Customer - also the Consignee, the liability of the Customer and the Consignee towards the Carrier for unpaid liabilities shall be joint and several. Any agreements between the Customer and the Consignee which concern the payment for services and any other liabilities burdening the Shipment, and in particular those resulting from Incoterms, shall not be binding for the Carrier.

**§ 19.**  
**[Lien interest]**

1. The carrier shall have the right to lien interest on the Shipment in order to secure the claims resulting from the Contract of Carriage.
2. Lien interest specified in § 19, clause 1, may be executed until the Shipment is in the possession of the Carrier or the person holding it on his behalf, or until he can manage it on the basis of the documents.

**§ 20.**  
**[Counteracting Terrorism]**

1. The Customer states and guarantees that the business activity he conducts does not breach national or international legal regulation pertaining to counteracting terrorism. In particular the Customer states and guarantees that:
  - 1) goods being the subject of the Shipment are not used directly or indirectly to finance a criminal act of terror (article 165a of the Penal Code),
  - 2) execution of service of International Road Transport does not breach national or international legal regulations imposing sanctions or other restrictive measures prohibiting sale, supply, transfer or export of goods being the subject of the Shipment.
2. The Customer understands and accepts that the Carrier can verify the data concerning the service of International Road Transport, in particular the data concerning the Customer, the Consignor, the Consignee and the goods being the subject of the Shipment. In the case of discovering and suspecting that the Customer's statements set forth in clause 1 are untruthful, the Carrier shall have the right, without bearing any negative consequences of that act, at any time, to refuse to accept the Transport Order or to refuse to execute the transport of the Shipment, and to notify appropriate state authorities.

**§ 21**  
**[Final provisions]**

1. In matters not regulated by these Terms and Conditions relevant binding legal regulations shall apply, in particular the regulations of Convention on the Contract for the International Carriage of Goods by Road (CMR), the Act dated 15.11.1984, Transport Law and the Civil Code.
2. Appendixes to these Terms and Conditions constitute its integral part:
  - 1) Appendix No. 1 to the Terms and Conditions – "Goods excluded from transport in international distribution";
  - 2) Appendix No. 2 to the Terms and Conditions "Transport of dangerous goods ADR";

- 3) Appendix No. 3 to the Terms and Conditions "Transport Order";
  - 4) Appendix No. 3 to the Terms and Conditions "List of Carrier's Branches";
3. The Terms and Conditions and the Appendixes do not constitute the offer in the understanding of the provisions of the Civil Code.
4. Within the scope of concluding Contracts of Carriage pursuant to the Terms and Conditions, the provisions of article. 66<sup>1</sup> § 1 - 3 of the Civil Code shall not apply.
5. The Carrier reserves the right to introduce changes to the Terms and Conditions, revoke the Terms and Conditions and issue new Terms and Conditions in its place - at any time and at his discretion. Actions referred to in the preceding sentence can be undertaken in particular due to the change of the scope of rendered services, change in the organisation of rendered services, change of costs of rendering services, changes which occurs on the transport and logistics market, change of binding regulations, etc.
6. The following shall not constitute changes to the Terms and Conditions:
  - 1) changes to the template of the International Transport Order set forth in Appendix No. 3;
  - 2) changes in the organisational structure of the Carrier, i.e. closing the existing or opening new organisational units (Branches), as well as changes of address and contact details of individual organisational units of the Carrier (Branches), set forth in Appendix No. 4.
7. The Terms and Conditions are freely available in the seat of the Carrier and in the seats of individual organisational units of the Carrier (Branches), and additionally the content of the Terms and Conditions has been published on the Carrier's Website. Changes to the Rules and Conditions will be published in the manner set forth in the preceding sentence.
8. Any disputes related to the Contract of Carriage shall be settled amicably by the Parties through negotiations and if agreement is not reached, by the general court having jurisdiction over the Carrier's seat.