

## § 1 Material scope of the General Terms of Service of PEKAES

These Terms of Service apply to all contracts signed for domestic and international road forwarding with PEKAES sp. z o.o. with its registered office in Blonie (hereinafter referred to as "PEKAES") by Employers other than consumers as defined by the Competition and Consumer Protection Act of 16/2/2007 (Journal of Laws of 2007, No. 50, item 331, as amended), unless provisions of the contracts specify otherwise. As of its effective date, these Terms of Service shall replace the existing General Terms of Service of PEKAES applicable since 7 January 2020.

## § 2 Scope of service

1. PEKAES provides professional forwarding services to its Employers, including the services relating to the organisation and monitoring of the following: collection, transport and delivery of shipments, CARGO insurance of shipments and logistics and information services required to meet the Employers' demand.
2. PEKAES shall use professional subcontractors in its forwarding services, in particular it shall use transport service providers.
3. PEKAES may perform forwarding services under terms other than those defined in these Terms of Service after such terms are determined together with the Employer and a separate written Forwarding Contract is signed or after PEKAES accepts a Forwarding Order submitted by the Employer based on an accepted forwarding service proposal delivered by PEKAES.
4. Forwarding service terms different from those specified in Terms of Service may be determined by way of negotiations between the Employer and PEKAES based on the request for proposal submitted by the Employer or based on a forwarding service proposal of PEKAES.
5. PEKAES shall make every effort to perform the requested forwarding service.
6. Subject to these Terms of Service, PEKAES shall be liable under the provisions of the Civil Code referring to forwarding contracts. Where PEKAES performs the transport service itself, whether for a part or whole of the forwarding service, it shall be entitled to the rights and obligations of the carrier as regulated by the relevant law applicable to this type of transport.
7. Without a prior explicit written consent of PEKAES, the Employer shall not sublet the freight forwarding services provided by PEKAES to any party. If the Employer does not comply with this prohibition, PEKAES shall have the right to refuse or suspend the freight forwarding service regardless of its stage, without bearing any liability for this decision.
8. The logo of PEKAES shall not be used, in any form, without a prior written consent of PEKAES. Illegitimate use of the PEKAES logo shall be a breach of the trademark protection right of PEKAES, and it shall entitle PEKAES to pursue relevant claims against the perpetrator of the breach.
9. If any of the obligations specified in paragraphs 7 or 8 of this section are breached, the perpetrator shall pay PLN 500 to PEKAES for each such breach. PEKAES shall have the right to seek additional damages in excess of the amount indicated above.
10. If a Forwarding Contract was executed in the form of a proposal submitted by PEKAES and accepted by the Employer or a dedicated written contract, and the Employer has not submitted any Forwarding Order to PEKAES for three successive months of the term of the Forwarding Contract, the Forwarding Contract shall expire automatically, without it being necessary to submit dedicated declarations of intent. The Forwarding Contract shall expire as of the last day of the calendar month in which the period of three months from the last Forwarding Order submitted by the Employer elapses, unless the Forwarding Contract specifies otherwise.

## § 3 Main definitions

The terms used herein shall have the following meaning:

**Forwarding Order** – document specifying the quantities and weights of the shipments handed over for forwarding, contents of each shipment, notes concerning transport and the time and place of the release and collection of the shipments, as well as other information required by the law – prepared in accordance with guidelines of PEKAES. The order shall include, in particular, the following information: information about the Sender: company name, full address, phone number, signature and full name of the person issuing the order; information about the Addressee: company name, full address, phone number and full name of the contact person; information about the Payer: company name, full address and NIP (Tax Identification Number); information about the shipment and its properties: name of the goods, quantity, gross weight, shipment protection method, signs and numbers of the individual pieces (packages), dimensions, cubic volume, postal code for delivery. The document shall also indicate the scope of the requested service and any other information and documents required to correctly deliver the order.

**Forwarding Contract** – contractual agreement between PEKAES and the Employer relating to the performance of the forwarding services defined in these Terms of Service. The agreement may also be executed by means of a Forwarding Order accepted by PEKAES, submission of a proposal by PEKAES and acceptance of the proposal by the Employer or by the signing of a dedicated contract in writing.

**Proof of Shipment (DN)** – document issued by the Sender for LTL DOM and LTL INT forwarding services using the relevant PEKAES form. The Proof of Shipment shall contain, in particular, the following: Information about the Sender: company name, full address, Sender number, NIP, contact person and phone number, signature; information about the Addressee: company name, full address, NIP, Addressee number, phone number and full name of the contact person; information about the Payer: company name and NIP (Tax Identification Number); information about the shipment and its properties: characteristics of the goods, quantity, gross weight, dimensions, cubic volume. The document shall also indicate the scope of the requested service and any other information and documents required to correctly perform the service. In the case of dangerous goods, the Employer shall also specify additional information about such goods, in accordance with the “ADR Appendix” to the Proof of Shipment.

**ADR Appendix** – document issued by the Sender using the relevant PEKAES form. This document is issued if the order concerns dangerous goods (ADR) or requests for LTL DOM and LTL INT forwarding services. In such a situation, the document shall be an integral part of the Proof of Shipment.

**Domestic Consignment Note (KLP)** – document issued by the Sender for PTL DOM forwarding services. The Domestic Consignment Note shall include, in particular, the following information: Information about the Sender: company name, full address, phone number, signature and full name of the person issuing the order; information about the Addressee: company name, full address, phone number and full name of the contact person; information about the Payer: company name, full address and NIP (Tax Identification Number); information about the shipment and its properties: name of the goods, quantity, gross weight, dimensions, cubic volume. The document shall also indicate the scope of the requested service and any other information and documents required to correctly deliver the order.

**International Consignment Note (CMR)** – document issued by the Sender for PTL INT and FTL INT forwarding services. The International Consignment Note shall, in particular, contain the following information: Information about the Sender: company name, full address, phone number, signature and full name of the person issuing the order; information about the Addressee: company name, full address, phone number and full name of the contact person; information about the Payer: company name, full address and NIP (Tax Identification Number); information about the shipment and its properties: name of the goods, quantity, gross weight, dimensions, cubic volume. The document shall also indicate the scope of the requested service and any other information and documents required to correctly deliver the order.

**Pallet Receipt** – document accompanying the “pallet return” service, issued in the presence of the Addressee

by a representative of PEKAES when the shipment is delivered. The document specifies and describes the reasons why the Addressee has not provided the return pallets, and it should include a signature of the Addressee. The Pallet Receipt gives grounds for a reduction of the pallet balance between the Employer and PEKAES.

**Shipment** – goods collected for forwarding in accordance with a single Proof of Shipment, Domestic Consignment Note or International Consignment Note from a single Sender to a single Addressee.

**Monitored Shipment** – quantity of goods of the same type, grouped into a single item of Combined Nomenclature (hereinafter referred to as “CN”), transported from a single Sender to a single Addressee, to a single place of delivery, using a single vehicle, monitored by the road transport monitoring system, in accordance with the applicable law.

**Sender** – entity that issues the shipment to the representative of PEKAES.

**Addressee** – entity that collects the shipment delivered by PEKAES.

**Employer** – entity requesting PEKAES to perform the forwarding service. The Employer may be the Sender, Addressee or a third party.

**Payer** – the Sender, Addressee or a third party indicated by the Employer and obliged to pay for the services provided by PEKAES. If the Employer indicates a payer other than itself, and the indicated Payer refuses to pay or does not pay for the service within the prescribed period, the Employer shall have to make the relevant payment complete with statutory interest.

**Complaint** – preliminary, obligatory, written, out-of-court claim of the entitled person for damages from PEKAES due to the non-performance or improper performance of the Forwarding Contract.

**Price List** – document specifying the terms for the valuation of the services provided by PEKAES. Price Lists also include the Price List for Additional Services and the Price List for Additional Fees.

**Price List for Additional Services** – document specifying the terms for determination of the fee for additional services requested from PEKAES [available online at [www.pekaes.pl](http://www.pekaes.pl)].

**Price List for Additional Fees** – document specifying the terms for the determination of the Employer’s debt to PEKAES for undue performance of its obligations arising from the forwarding service to be provided, failure to deliver the shipment for reasons not attributable to PEKAES or due to other reasons specified in these Terms of Service. The current Price List for Additional Fees is available online at [www.pekaes.pl](http://www.pekaes.pl).

**Dangerous Goods** – materials and items whose transport is prohibited or permitted only in accordance with the requirements defined in the ADR Agreement – European Agreement concerning the International Carriage of Dangerous Goods by Road, drawn up in Geneva on 30 September 1957.

**PL Number** – individual number assigned to the Employer by PEKAES in order to enable identification of the Employer in the IT systems of PEKAES and used by the Employer in its dealings with PEKAES.

**Force Majeure** – event that could not be predicted despite exercising the due care required for professional provision of forwarding services, which has to be external both to PEKAES and the Employer and which could not be prevented despite exercising due care. Force Majeure events include, in particular: acts of terror, industrial actions, roadblocks or obstruction of other commonly used access and exit routes, natural disaster, epidemics,

IT incidents, including those blocking IT systems, or blocking or stealing data contained therein, weather conditions and other natural occurrences whose severity deviates from the average scale in the particular period, preventing the performance of forwarding services.

**Corresponding Orders** – Forwarding Orders where the shipment issue address is different than the Employer's premises. Corresponding Orders are generally implemented in accordance with the A-B-C sequence, where A is the date on which the Forwarding Order is submitted to PEKAES, B is the date on which the shipment is issued by the Sender, and C is the date of delivery of the shipment to the Addressee. In the case of Corresponding Orders, the Employer is the party obliged to correctly prepare, pack and mark the shipment, in accordance with the provisions of these Terms of Service. The fee of PEKAES for Corresponding Orders is specified in the Price List for Additional Fees.

## § 4 Types of services

### I. Basic services

1. **PEKAES domestic parcel [PAC DOM]** – forwarding service for parcels delivered in Poland, for packaging with an actual gross weight of up to 30 kg, longest side of up to 1.75 m and sum of the length, width and height of a single packaging of up to 3.0 m. The packaging of a parcel shall have the shape of a rectangular prism or cube, with no projecting oversized parts, in particular, it is not allowed to send canisters, tanks, hobbocks, buckets, carboys, cylinders, cylindrical, round or oval parcels, parcels with irregular shapes with projecting parts, parcels consisting of several separate parts joined into one irregular whole, other containers with liquid or gel content.

The parcel shall not contain any Dangerous Goods, as well as liquids or gels. It is not allowed to send fireworks and pyrotechnics, fire extinguishers, plants, live animals and insects, goods with sharp or projecting parts, wheelbarrows, ladders, cables in rolls, fence nets, doors, windows, furniture, scooters and quads, aquariums, forks for forklifts, glassware, sanitary ware, shower cubicles, displays, bicycles, shovels and axes, parcels in packaging that may soil or damage other shipments, mechanical tools and car parts such as gearboxes, exhaust systems, rims, tires above 80 cm in diameter, batteries, body parts, motors, except for properly packed new motors or other new mechanical tools (e.g. chainsaws, electric garden tools) without operating fluids.

When shipping tyres that meet the criteria for parcel delivery, they must be individually packed, and the place where the shipping label is to be affixed should be wrapped with a wrapper or tape that does not cover the shipping label. The label should be stuck in such a way that no creases and folds emerges, especially in the barcode area.

The strength and hardness of the outer packaging should be adapted to the weight and nature of the goods in the parcel. Additionally, the bottom and the top of the packaging should be strengthened. A parcel shipment should be filled to the maximum extent with the packed goods. If the parcel packaging is far larger than the goods placed inside of it, the sender shall secure the goods with an additional filler that limits the movement of the goods inside the parcel. If one parcel contains many units of goods, individual pieces of goods in the parcel should be additionally secured with cardboard-made partitions. It is also permissible to place individual pieces of goods in smaller unit packagings. It is forbidden to stick parcels together and join them into one transport unit. The outer packaging of a parcel shipment should be free from old markings, inscriptions, labels, waybills, etc.

If at least one of the above-mentioned parameters, limitations or exclusions of a single packaging is exceeded, the shipment will be carried out under the PEKAES domestic forwarding of groupage (LTL) freight or the PEKAES domestic forwarding of non-standard groupage (LTL) freight. A parcel shipment cannot be sent on one proof of shipment together with other products.

2. **PEKAES international parcel [PAC INT]** – forwarding service for parcels where the country of origin is different from the country of delivery, provided in the European Union, for packaging with an actual gross weight of up to 30 kg, longest side of up to 1.75 m and sum of the length, width and height of a single packaging of up to 3.0 m. The packaging of a parcel shall have the shape of a rectangular prism or cube, with no projecting oversized parts. The goods specified in the “Parcel Shipments” attachment shall not be accepted. The parcel shall not contain any Dangerous Goods. If one of the above-mentioned parameters of a single packaging is exceeded, the shipment shall be delivered as groupage forwarding. A parcel freight is the total number of parcels sent at the same time from a single location to a single address with a single Proof of Shipment.
3. **PEKAES domestic forwarding of groupage (LTL) freight [LTL DOM]** – forwarding service for shipments within Poland, concerning palletised shipments with an actual gross weight of up to 4,999 kg or up to 8 pallet places prepared on EUR-pallets or other pallets approved by PEKAES, where the maximum height of the pallet with the goods shall not exceed 2 m, and its actual gross weight shall not generally exceed 1,000 kg. For pallets other than EUR-pallets the actual weight of the shipment shall match the properties of the pallet, and it shall not in any case exceed 1,000 kg gross.  
Different packaging may be used as long as it does not prevent PEKAES from mechanical unloading and loading of the shipment, whereas the length of the longest side of packaging shall not exceed 2.40 m, the volume shall not exceed 5 cubic metres and the weight of any packaging in the shipment shall not exceed 1000 kg gross. Each logistic unit shall be available for standard internal means of transport such as forklift.  
For the domestic forwarding of groupage (LTL) freight [LTL DOM] by PEKAES, loading and unloading activities shall be performed by the Sender and Addressee, respectively, and shall not take more than 30 minutes.
4. **PEKAES domestic forwarding of non-standard groupage (LTL) freight [LTL DOM NST]** – forwarding service for shipments within Poland, concerning non-standard palletised shipments, generally understood as follows: any shipments not conforming to the PAC DOM definition, shipments consisting of logistic units provided in both PAC DOM and LTL DOM, non-palletised shipments not conforming to the PAC DOM definition, long shipments with a length of up to 4 m, palletised shipments where the goods project beyond the contour of the pallet and palletised shipments whose dimensions (longer side exceed 2.4 m) or weight (more than 1000 kg gross) exceed the parameters for LTL DOM shipments. The maximum number of occupied pallet places shall be 5, the maximum actual weight of the shipment shall be 4000 kg and the maximum height of the shipment shall not exceed 2 m. The maximum number of shipping units in such shipments shall be 4. The actual weight in the case of non-palletised units and units not suitable for mechanical loading and unloading shall be 30 kg.  
For the domestic forwarding of non-standard groupage (LTL) freight [LTL DOM NST] by PEKAES, loading and unloading activities shall be performed by the Sender and Addressee, respectively, and shall not take more than 30 minutes.
5. **PEKAES domestic forwarding of part truck load (PTL) freight [PTL DOM]** – forwarding service for shipments in Poland, concerning shipments which an actual weight shall not exceed 12,000 kg gross or shipments occupying 22 pallet places. As part of PTL DOM service, logistic units shall meet the following requirements: the base side length of logistic unit shall not exceed 2.4 m and its weight shall not exceed 1000 kg gross. This service is provided outside of the PEKAES groupage network.  
During providing service of domestic PTL forwarding, it shall be required to deliver the order to PEKAES by 5:00 PM on the business day preceding the planned collection of the shipment. For such orders, loading and unloading activities shall be performed by the Sender and Addressee, respectively, and shall not take more than 45 minutes. During the implementation of the PTL DOM service, the loading and unloading site shall be provided with a ramp or platform to enable loading and unloading activities. The site for the collection and delivery of the PTL DOM shipment shall be suitable for traffic of a truck tractor with a semi-trailer. Due to their specific features, PTL DOM shipments may be collected from the Sender with a different vehicle than other shipments.
6. **PEKAES domestic forwarding of full truck load (FTL) freight [FTL DOM]** – forwarding service for shipments within Poland, concerning orders where the shipment may be issued from and delivered to anywhere in the above-mentioned country, and the service is performed directly from a single Sender to a single Addressee. For

such orders it is not acceptable to handle shipments: with height exceeding 2.7 m, shipments requiring forklift loading and unloading or shipments requiring pallet return. For FTL orders with multistop service, it shall be realized to the maximum of 3 loading or unloading points.

In order to perform the service of domestic full truck load forwarding, it shall be required to deliver the order to PEKAES no later than one business day before the planned collection of the shipment. For such orders, loading and unloading activities shall be performed by the Sender and Addressee, respectively, and shall not take more than 2 hours.

7. **PEKAES international forwarding of groupage (LTL) freight [LTL INT]** – forwarding service for palletised shipments where the country of origin is different from the country of delivery, concerning shipments with an actual or volumetric weight of up to 4999 kg gross or shipments occupying up to 8 pallet places, duly prepared for forwarding and placed on EUR-pallets or other pallets approved by PEKAES, conforming to the following parameters: height of up to 2 m and weight of up to 1,000 kg gross. For such orders, loading and unloading activities shall be performed by the Sender and/or the Addressee, respectively, and shall not take more than 30 minutes. Different packaging may be used as long as it does not prevent the operator from mechanical unloading and loading of the shipment, whereas the length of the longest item shall not exceed 2.40 m, and the weight of any single item shall not exceed 1000 kg gross.
8. **PEKAES international forwarding of part truck load (PTL) freight [PTL INT]** – forwarding service for shipments where the country of origin is different from the country of delivery, concerning shipments which an actual weight shall not exceed 12,000 kg gross or shipments occupying 22 pallet places. This service is provided outside of the PEKAES groupage network.  
During the implementation of the PTL INT service, the loading and unloading site shall be provided with a ramp or platform to enable loading and unloading activities. The site for the collection and delivery of the PTL INT shipment shall be suitable for traffic of a truck tractor with a semi-trailer. The requirements for logistics units shall meet the criteria of LTL INT service description.
9. **PEKAES international full truck load forwarding [FTL INT]** – forwarding service for orders where the country of origin is different from the country of delivery, where the service is performed directly from a single Sender to a single Addressee. For such orders it is not acceptable to handle shipments: with height exceeding 2.7 m, requiring forklift loading and unloading or shipments requiring pallet return. For FTL orders with multistop service, it shall be realized to the maximum of 3 loading or unloading points.  
In order to perform the service of international full truck load forwarding, it shall be required to deliver the order to PEKAES no later than one business day before the planned collection of the shipment. For such orders, loading and unloading activities shall be performed by the Sender and Addressee, respectively, and shall not take more than 2 hours.

## II. Additional services

1. **PEKAES additional services** – all other services performed under the Forwarding Contract, in particular: issuing shipping documents on behalf of the Sender, return of confirmed documents, shipment delivery confirmation, forwarding of shipments containing ADR Dangerous Goods (in accordance with §12), collection and transfer of cash-on-delivery, pallet return and other services specified in the Price List for Additional Services of PEKAES.
2. **Cash-on-delivery service** – with this service, a specific payment for the shipment indicated in the Proof of Shipment shall be collected from the Addressee and delivered to the Sender, and where the service is paid for by a Third-Party Payer, the amount of cash-on-delivery shall be delivered to the Third-Party Payer.
  - a) The cash-on-delivery service is provided only to frequent Employers of PEKAES whose details and bank account numbers are registered in the IT system of PEKAES and only for PAC DOM, LTL DOM and LTL DOM NST services.

- b) For shipments sent using cash-on-delivery, the amount of cash-on-delivery shall not exceed PLN 10,000 per shipment or an equivalent of this amount in a different currency.
  - c) The Sender shall have to fulfil the following conditions in order for PEKAES to provide the cash-on-delivery service:
    - request the cash-on-delivery service in the Proof of Shipment;
    - specify the amount of cash-on-delivery and full details of the entity to which this amount should be delivered in the relevant area of the Proof of Shipment, in accordance with part II (2) of this section, i.e. details of the Sender or Third-Party Payer, respectively.
  - d) If the conditions indicated above are not fulfilled or if they are not fulfilled duly, PEKAES shall be released from the obligation to perform the cash-on-delivery service without bearing any liability in this regard.
  - e) PEKAES may refuse to accept an order for the cash-on-delivery service in any case without stating the reasons therefore and without bearing any liability in this regard.
  - f) PEKAES shall not be liable for incorrectly specified amount of cash-on-delivery in the Proof of Shipment.
  - g) PEKAES shall transfer the collected amounts to the bank account indicated by the Employer in the contract or in the Client Registration Sheet, which are required to register the Employer in the IT system of PEKAES.
  - h) Upon prior written notice to PEKAES, the Employer may indicate a new bank account number, with a request to include it in the Central Client Register of PEKAES. Cash-on-delivery amounts shall be transferred to the new bank account of the Employer only after the new account number is registered in the IT system of PEKAES; until then, cash-on-delivery amounts shall be transferred to the previous bank account number.
  - i) The expected period required for PEKAES to transfer the cash-on-delivery amount is generally 5 business days from the delivery of the shipment and collection of the cash-on-delivery indicated in the Proof of Shipment from the Addressee.
  - j) The Employer may cancel the order for the cash-on-delivery service after commencement of the service, but only within a period that enables PEKAES to cancel its implementation. The request to cancel the order shall be submitted to PEKAES in writing.
  - k) PEKAES reserves the right to set off any mature receivables arising from the provided services against the amounts resulting from the obligation to transfer the cash-on-delivery amount.
  - l) If the Addressee does not pay the cash-on-delivery amount, PEKAES reserves the right to refuse to hand the shipment over to the indicated Addressee, and the cost of returning the shipment to the Sender shall be charged to the Employer. The cash-on-delivery amount shall be paid by the Addressee before the shipment is collected.
  - m) If the Addressee refuses to pay for all or a part of the shipment, PEKAES reserves the right to refuse to hand the shipment over to the indicated Addressee, and the cost of returning the shipment to the Sender shall be charged to the Employer. In such a situation, PEKAES shall retain the right to the full fee for the cash-on-delivery service.
3. **Pallet return service** – with this service, the pallets actually returned by the Addressees upon delivery shall be returned to the Sender. This service can only be provided with respect to flat wooden EUR-pallets conforming to the criteria (requirements) defined in accordance with UIC 435, which is based on EN 13698-1, and manufactured by bodies licensed by the UIC. Due to natural pallet wear, the number of pallets returned as part of the service may be smaller by up to 5%. Refusal to return the pallets, certified by the Addressee in shipping documents and/or the pallet receipt shall be deemed to be equivalent to the successful performance of the service, and the number of returned pallets shall be reduced by the number of pallets the Addressee refused to return. PEKAES shall not be obliged to verify the pallets collected together with the goods. The Sender shall prepare the shipment on the return pallets in a manner that prevents them from being replaced without disturbing the original packaging of the shipment. The pallet return service shall be provided for groups of at least 15 pallets returned to a single Sender, with the planned collection of a new shipment, or at least 60 pallets (for dedicated transport of pallets alone). If the Employer uses the pallet return service, it shall advise PEKAES of all places from which the shipments are to be issued so that PEKAES can assign correct PL numbers registered in the IT system for the purpose of pallet balance determination.

- a) The pallet return service may be performed only for LTL DOM services, and it shall not be available for other forwarding services.
  - b) In order to use the pallet return service, the Addressee shall issue pallets that conform to the standards specified in part II (3) of this section. If the Addressee refuses to issue the pallets or issues damaged pallets, it shall certify this fact by signing the pallet receipt prepared by a representative of PEKAES.
4. **Return of confirmed documents** – with this service, a single document or a package consisting of multiple documents submitted by the Sender upon collection and returned by the Addressee upon delivery shall be delivered back to the Sender. The return documents submitted by the Sender and returned by the Addressee shall be packed in a single envelope to prevent the possibility/suspicion of destruction or switching of documents during the performance of the service. Absence of return documents caused by Force Majeure or by independent and/or inculpable reasons shall not release the Sender from the obligation to pay for the return of confirmed documents and for the forwarding service. Upon separate arrangement with the Employer, PEKAES may return confirmed documents by delivering electronic images of the documents to be returned to the Employer. Return documents shall be attached to the shipment by the Sender.
  5. **“Cargo” insurance service** – with this service, PEKAES (the policyholder) shall sign a contract for “cargo” insurance of the shipment for the benefit of the Employer or the person bearing the risk of the loss of or damage to the shipment (the insured). The “cargo” insurance contract shall be signed only if PEKAES receives the relevant request in writing from the Employer complete with an invoice or another document certifying the value of the cargo to be insured. PEKAES shall not be obliged to obtain separate “cargo” insurance for each shipment. The fact that the value of the shipment has been specified in the order shall not be equivalent to a request for PEKAES to sign a “cargo” insurance contract. Upon request of the Employer, PEKAES shall provide it with the terms of the “cargo” insurance. If the Employer decides not to use the “cargo” insurance service after PEKAES has already signed the contract, the Employer shall cover all costs of this additional service.
  6. **Shipment forwarding with customs clearance** – with this additional service, which shall be provided only as part of the PEKAES domestic forwarding of groupage (LTL) freight [LTL DOM] and international forwarding of groupage (LTL) freight [LTL INT] services, customs shipments shall be collected or delivered complete with customs clearance at the Clients customs agency. In order for this service to be provided, the Sender shall indicate the address details of the customs agency and prepare the documents required for customs clearance and send them to a customs agency.
  7. **Service with delivery to a Private Addressee** – with this additional service, which shall be provided only as part of the domestic forwarding of groupage (LTL DOM and LTL NST), the shipment shall be delivered to a Private Addressee (it shall not be related to the Addressee’s business). Shipments with delivery to a Private Addressee may be collected from the Sender together with other shipments, and the service shall be provided in accordance with the standard scope of the LTL DOM service.

Deliveries to Private Addressees shall be done only on business days (from Monday to Friday), between 8:00 AM and 4:00 PM, and the expected delivery period may be up to 48 hours from the date of collection of the shipment from the Sender.

Delivery to a Private Addressee shall not include the following activities: - bringing the goods upstairs/downstairs, - delivery at a specific time.

When registering the shipment, the Employer shall specify its mobile phone number and the e-mail address of the Private Addressee and mark the shipment with the B2C sign. The phone number and e-mail address are necessary to send the message about the status of shipment delivery and to contact the Private Addressee in order to send notice about the delivery of the shipment.

If the shipment is not marked with the B2C sign, the notice about the delivery may not be sent to the Private Addressee, which may prevent successful delivery of the shipment.



Delivery notice – the notice about the delivery of the shipment is sent by phone, SMS or e-mail to the Private Addressee before the delivery of the shipment. PEKAES will contact the Private Addressee by phone no later than the date of the possible delivery of the shipment.

If the representative of PEKAES is unable to contact the Addressee within two business days to give notice about the delivery of the shipment, PEKAES will return the shipment – after contacting the Employer – to the Sender, and the cost of return of the shipment to the Sender shall be charged to the Employer.

Unloading of the shipment at premises of the Private Addressee shall be performed to ground level at the shipment delivery site. If road conditions prevent safe approach or parking of the distribution vehicle at the unloading site, the driver may unload the shipment at the nearest safe location.

### **§ 5 Items not accepted for forwarding**

1. The following items shall not be accepted for forwarding:
  - shipments that have not been properly packed and protected for transport; - mail;
  - written correspondence and documents as defined by the law;
  - personal property;
  - live animals, human or animal remains;
  - narcotics, psychotropic substances, medications and products requiring special transport conditions;
  - guns and ammunition;
  - valuable shipments, in particular: money and valuables, instruments of entitlement, securities, jewellery, works of art, antiques, numismatic items, collections, etc.;
  - shipments that require dedicated permits or licences or that are prohibited by law;
  - shipments whose contents may be dangerous to the health or safety of people or animals having contact with them or that may damage other goods or the vehicles or tools used for their handling, excluding shipments containing dangerous goods in accordance with the ADR Agreement, forwarded as per § 12 of these Terms of Service;
  - shipments containing other goods that are prohibited to transport pursuant to the applicable law;
  - strategic goods as defined by the Act of 29 November 2000 on foreign trade in goods, technologies and services of strategic importance for state security and for the maintenance of international peace and security, as amended.
2. Where the Forwarding Contract does not indicate otherwise, the following items shall not be accepted for forwarding:
  - shipments containing chemical or biologically active goods, excluding shipments containing dangerous goods in accordance with the ADR Agreement, forwarded in accordance with § 12 of these Terms of Service;
  - shipments containing the form, production template or prototype of any device, machine or other industrial product;
  - shipments requiring dedicated handling equipment;
  - shipments composed of or containing easily spoiled products – shipments of goods whose physical and chemical properties change with time, requiring special transport conditions.
3. If the issued shipment includes items not accepted for forwarding – in accordance with the list in paragraph 1 and 2 of this section – or if the contents of the shipment are inconsistent with the declared contents, the Employer shall remedy the full amount of the resultant damage – including situations related to environmental contamination. PEKAES shall not be liable for damage, loss or missing contents of such shipments.
4. In the situations described above, it shall be assumed that the Employer is culpable for issuing a shipment not accepted from forwarding.

## § 6 Order acceptance and implementation

### I. General requirements for order acceptance and implementation

1. The Employer shall issue its order correctly, including all necessary information required by PEKAES to implement it, it shall provide PEKAES with all documents necessary to implement the order, it shall correctly fill in the consignment notes in accordance with the instructions of PEKAES and it shall load and correctly protect the shipment in accordance with the law and requirements of the transport process, within a period that enables PEKAES to duly perform the service.
2. The Employer shall be liable if it indicates in the order or otherwise submits indications and declarations that are false, inaccurate, incomplete or included in the incorrect place; the Employer shall also be liable if the documents required in specific regulations are missing, incomplete or incorrect, if the shipment is defective, if the packaging and marking of the shipment are missing or are not correct, if the indicated type or size (weight) of the freight are not accurate or if the loading of the shipment onto the provided vehicle is delayed or the implementation of the order is interrupted due to reasons attributable to the Employer or the Sender; the Employer shall also be liable for consequences of any additional instructions given to PEKAES during the implementation of the order if they increase its costs. PEKAES shall not be liable for the undue performance of any activities by the Sender or the Employer.
3. If the Employer requests a change of the date on which the vehicle is to be provided, the type of the vehicle or other material terms of order implementation, or if the order cannot be delivered due to other circumstances attributable to the Employer, the Employer shall communicate such information to PEKAES in writing. Any costs of such actions shall be borne by the Employer. PEKAES may refuse or suspend the implementation of the order if such changes prevent PEKAES from duly performing the requested service.
4. PEKAES reserves the right to – at any time – refuse to accept an order for implementation or propose a new order implementation date without stating the reasons therefore.
5. PEKAES shall organise the movement of the shipment from the place where it is issued to the place indicated in the order.
6. Any inconsistency between the information provided by the Sender in the shipping documents and the actual conditions shall entitle PEKAES to change the valuation of the forwarding service or to refuse to perform the order. PEKAES may charge the Employer with a fee for correction of inaccurate shipment information in accordance with the Price List for Additional Fees.
7. The Employer shall pay a fee to PEKAES for any stay of the vehicle during loading or unloading prolonged due to reasons not attributable to PEKAES, in accordance with the Price List for Additional Fees.
8. If the order is cancelled after commencement of the forwarding service or the shipment is not issued on the planned collection date, PEKAES may charge a fee to the Employer in accordance with the Price List for Additional Fees.
9. Upon the lapse of 30 days from the date of collection/delivery of the shipment, if the Employer does not provide any feasible instructions on how to proceed with the uncollected shipment, PEKAES may dispose of the uncollected shipment in a manner selected at its own discretion. The Employer shall be charged with the costs of storage and disposal of the shipment, and it relinquishes any claims against PEKAES in relation to shipments that have been disposed of this way.
10. The Addressee shall certify the collection of the shipment with a signature on a mobile device or in the shipping documents submitted by PEKAES, thus confirming that the service has been correctly provided. Once the Addressee certifies the collection of the shipment, the liability for the condition and completeness of the shipment shall be transferred to the Addressee. Any objections regarding the undue performance of the service (condition of the shipment, delivery) shall be included by the Addressee in the shipping documents at the time of collection.
11. The Addressee shall not inspect the contents of the shipment before certifying that it has been collected.
12. If, for any reason, the Addressee refuses to accept the shipment or the Employer decides that the shipment should be returned to the place where it was issued or to another place of its choosing, this shall be regarded as a request to change the terms of the forwarding service, and the Employer shall pay the fee for such a service

- to PEKAES. If the need to request a change of the terms of the forwarding service is due to reasons attributable to PEKAES, the Employer may seek damages in accordance with the complaint procedure described in § 11.
13. The Employer shall deliver to PEKAES or to the entity indicated by PEKAES all necessary documents related to the movement of the shipment, including the documents related to customs clearance, and it shall provide PEKAES with all information relevant to the performed service. The documents shall be affixed in the top left corner of the packaging of the shipment, in a way that prevents them from losing their contents or coming off on their own.
  14. In the case of domestic forwarding services (PAC DOM, LTL DOM, LTL DOM NST, PTL DOM and FTL DOM), if the Addressee is absent, the representative of PEKAES shall leave information about the attempted delivery. The storage of the shipment that shall not be delivered on the following day (for reasons attributable to the Sender or the Addressee) will be free of charge for the first day. After this period, a fee for keeping or storage of the shipment will be charged in accordance with the rates defined in the currently applicable Price List for Additional Fees. In case of another attempt of delivery, a fee will be charged in accordance with the Price List mentioned above.
  15. In the case of international forwarding services (PAC INT, LTL INT, PTL INT and FTL INT), if the Addressee is absent, the Sender or the Employer responsible for the shipment shall, upon request of PEKAES, communicate to PEKAES how to proceed with the shipment within 2 business days from the date of the unsuccessful delivery. After this period, if the Sender or the Employer does not submit any instructions, PEKAES shall return the shipment to the Sender at the Employer's expense, in accordance with the rates defined in the currently applicable Price List for Additional Fees. The shipment shall also be returned at the Employer's expense if the provided address of the Addressee is incorrect, if the Addressee refuses to accept the shipment or if there are other circumstances preventing successful delivery that are not attributable to PEKAES.
  16. If the Employer informs that the shipment is to be collected personally by the Private Addressee from the PEKAES terminal, the shipment shall be left for collection for 48 hours (on business days) from the date on which PEKAES receives the relevant instruction. After this period, the shipment shall be returned to the Sender at the Employer's expense. The shipment may be collected personally from the PEKAES terminal from Monday to Friday between 11:00 AM and 4:00 PM.
  17. If the order concerns the import of goods from outside the EU, the Employer shall fax copies of the SAD to PEKAES on the date of the clearance or on the following date. If the SAD is not sent within the prescribed period, PEKAES shall charge VAT at the basic rate indicated in the applicable regulations, and the Employer shall pay all of the amounts indicated in the invoice.
  18. PEKAES shall not be liable for completeness of the documents or contents of documents accompanying the shipment in this regard; unless specifically indicated in the order, the documents submitted by the Employer or the Sender shall not be verified by PEKAES in this regard. The Employer or the Sender shall be liable for any damage caused by missing, insufficient or incorrect documents and information in this regard.
  19. Before the first order can be accepted from a particular Employer, the Employer shall have to deliver copies of its own documents to initiate the implementation of the order, generally at least 5 days before the acceptance of the order, including the following: REGON (National Official Business Register Number), NIP (Tax Identification Number) or NIP PL for intra-Community supply or acquisition of good (EU), excerpt certifying the registration of the company (extract from the National Court Register (KRS) or the Central Register and Information on Economic Activity (CEIDG)) and – in the case of natural persons running a business, including partners in civil law partnerships – also the residence address of each entrepreneur, including all partners of the civil law partnership.
  20. PEKAES shall not provide phone numbers or any other details of the drivers of PEKAES subcontractors who transport the goods as part of the forwarding service provided by PEKAES.
  21. The representative of PEKAES who delivers the shipment may verify the identity of the Addressee or the person delegated by the Addressee to collect the shipment, also by verifying the proof of identity.
  22. PEKAES may use electronic devices to confirm shipment delivery. By signing the Forwarding Contract, the Employer accepts the fact that the delivery of the shipment will be confirmed with the signature of the Addressee (or the person delegated by the Addressee) placed on the electronic device provided by the representative of PEKAES, which shall record an image of this signature. Placing a signature on the electronic device shall be

sufficient evidence of the delivery of the shipment. The Employer waives all claims related to the confirmation of shipment delivery by placing a signature on the electronic device.

23. The Employer accepts the fact that the Addressee will not have a written document to certify the delivery of the shipment and its circumstances.

## **II. Additional requirements for the acceptance and implementation of PAC DOM and PAC INT services**

1. Orders shall be accepted by PEKAES Branches local to the Employer's office, unless otherwise agreed by the Employer and PEKAES.
2. The order prepared in accordance with the form used by PEKAES, published at [www.pekaes.pl](http://www.pekaes.pl), shall be submitted by electronic means (web booking, UGo application).
3. The shipment shall be collected in order to perform the service based on a Proof of Shipment signed by the Sender and the driver performing the service for or on behalf of PEKAES.
4. If the town of delivery indicated in the order and in the Proof of Shipment is inconsistent with the specified postal code, the postal code shall prevail for delivery purposes. Where the Employer issues both the order and the Proof of Shipment, the Proof of Shipment shall prevail. PEKAES reserves the right to verify the parameters of the shipment, i.e. the packaging, quantity, weight and dimensions of the shipment and markings of the packaging codes indicated in the Proof of Shipment.
5. PEKAES shall normally deliver PAC DOM shipments within 48 h from collection, excluding Saturdays, Sundays and statutory holidays. PAC INT shipments shall be delivered on business days in accordance with the schedules specified for the particular country of consignment.
6. By signing the Proof of Shipment, the Sender accepts the General Terms of Service of PEKAES on its own behalf and on behalf of the Employer, and it certifies the accuracy of the declared shipment information and consents to the price of the service proposed by PEKAES.
7. Failure to declare the value of the shipment in the Proof of Shipment shall result in all of the consequences defined in these Terms of Service. The Employer shall be fully liable for any omissions of the Sender in this regard.
8. If the service is to be paid for by the Addressee indicated in the order or the Proof of Shipment, and the Addressee fails to collect the shipment for reasons not attributable to PEKAES, as a result of which the shipment is returned to the Sender or the Employer, the Employer shall pay the full fee as for a completed forwarding service, and it shall also pay an additional fee in accordance with the Price List for Additional Fees.

## **III. Additional requirements for the acceptance and implementation of LTL DOM, LTL DOM NST and LTL INT services**

1. Orders shall be accepted by PEKAES Branches local to the Employer's office, unless otherwise agreed by the Employer and PEKAES.
2. The order prepared in accordance with the form used by PEKAES, published at [www.pekaes.pl](http://www.pekaes.pl), shall be submitted by electronic means (e-mail, web booking, UGo application).
3. The shipment shall be collected in order to perform the service based on a Proof of Shipment signed by the Sender and the driver performing the service for or on behalf of PEKAES.
4. If the town of delivery indicated in the order and in the Proof of Shipment is inconsistent with the specified postal code, the postal code shall prevail for delivery purposes. Where the Employer issues both the order and the Proof of Shipment, the Proof of Shipment shall prevail. PEKAES reserves the right to verify the parameters of the shipment, i.e. the packaging, quantity, weight and dimensions of the shipment and markings of the packaging codes indicated in the Proof of Shipment.
5. PEKAES shall normally deliver the shipments on the business day following the date of their collection from the place of consignment.
6. By signing the Proof of Shipment, the Sender accepts the General Terms of Service of PEKAES on its own behalf and on behalf of the Employer, and it certifies the accuracy of the declared shipment information and consents to the price of the service proposed by PEKAES.

7. Failure to declare the value of the shipment in the Proof of Shipment shall result in all of the consequences defined in these Terms of Service. The Employer shall be fully liable for any omissions of the Sender in this regard.
8. If the service is to be paid for by the Addressee indicated in the Forwarding Order or the Proof of Shipment, and the Addressee fails to collect the shipment for reasons not attributable to PEKAES, as a result of which the shipment is returned to the Sender or the Employer, the Employer shall pay the full fee as for a completed forwarding service, and it shall also pay an additional fee in accordance with the Price List for Additional Fees.
9. The maximum actual weight of a pallet that may be moved with a hand pallet truck shall be as follows: 400 kg gross. If the gross weight of the pallet with the goods or another shipping unit exceeds the above-mentioned weight, all activities related to the loading and unloading at the place of consignment and delivery shall be performed by the Sender or the Addressee, respectively, and shall be ensured by the Employer. Such activities include delivering the pallet or another shipping unit to the place on the cargo space of the vehicle indicated by the Driver.
10. Where it is necessary to provide a vehicle with a tail lift, PEKAES shall be notified about this upon submission of the Forwarding Order. The actual weight of the pallet or another shipping unit shall normally not exceed 600 kg gross in such a situation.
11. Pallets with the goods and other shipping units shall be packed in accordance with the PEKAES specifications for packaging, which are available at [www.pekaes.pl](http://www.pekaes.pl).
12. Normally, a single shipping unit shall be suitable for mechanical loading/unloading, in particular the packaging method shall enable unrestricted manoeuvring during loading/unloading using a forklift truck, and the operation should be possible to perform by a single person. The parameters of other shipping units shall not create difficulties when loading using a loading ramp.
13. PEKAES shall not accept Forwarding Orders where shipments are to be loaded from the side of the vehicle.

#### **IV. Additional requirements for the acceptance and implementation of PTL DOM, FTL DOM, PTL INT and FTL INT services**

1. Orders shall be accepted by PEKAES Branches local to the Employer's office, unless otherwise agreed by the Employer and PEKAES.
2. The order prepared in accordance with the form used by PEKAES, published at [www.pekaes.pl](http://www.pekaes.pl), shall be submitted by electronic means (e-mail, web booking, UGo application).
3. PEKAES reserves the right to – at any time – refuse to accept an order for implementation or propose a new order implementation date without stating the reasons therefore.
4. The shipment shall be collected in order to perform the service based on a Domestic Consignment Note or International Consignment Note signed by the Sender and the driver performing the service for or on behalf of PEKAES.
5. PEKAES shall deliver the shipments within the period stipulated in the Forwarding Contract.

#### **§ 7 Shipment acceptance for forwarding**

1. All shipments shall be accepted for forwarding based on the relevant shipping document from a single Sender to a single Addressee, unless explicitly agreed otherwise in the Forwarding Order.
2. For PAC DOM, PAC INT, LTL DOM, LTL DOM NST and LTL INT services, the applicable shipping document shall be the Proof of Shipment. For PTL DOM and FTL DOM services, the shipping document shall be the Domestic Consignment Note. For the services described in PTL INT and FTL INT, the shipping document shall be the International Consignment Note (CMR).
3. The Sender of the shipment shall be responsible for correct filling-in of the Proof of Shipment, Domestic Consignment Note or International Consignment Note.
4. The Sender shall always place the shipment at the edge of the cargo space of the vehicle.
5. The Sender shall accordingly mark and protect the shipment for transport and place the name and address of the Sender and the Addressee and the number of packaging in a visible place, on every shipment item. The

indicated information shall be consistent with the information included in the Proof of Shipment, Domestic Consignment Note, International Consignment Note or the Forwarding Order.

6. If shipment parameters exceed the limits specified for the particular services, PEKAES shall not be liable for any damage to the goods during their transport, movement or loading/unloading or for damage to the pallet.
7. Shipments issued for forwarding shall be packed in a manner suitable for the particular forwarding process. In particular, the packaging shall:
  - a) protect the shipment against any damage that may be caused by normal external forces throughout the forwarding process;
  - b) prevent access to the contents of the shipment and enable detection of unauthorised access;
  - c) not pose a risk to health or safety, and it shall be safe to other shipments;
  - d) have extra protection against damage if the packaging is also the sales packaging;
  - e) in the case of dangerous goods – be adequate to the contents of the shipment, in accordance with ADR provisions. The Sender shall be responsible for correct preparation of the shipment for forwarding, in a manner that enables correct transport and that ensures the safety of the remaining shipments;
  - f) have the strength adequate to the weight and contents of the shipment, have suitable internal and external means of protection and have markings indicating the way of handling the shipment.
8. If the shipment is packed on a pallet and the goods it contains project beyond the contour of the pallet, the Employer shall bear full liability for any damage to PEKAES caused by such a shipment, in particular for any damage to shipments of other persons for which PEKAES provides the forwarding service. This does not refer to the forwarding of freights as part of the LTL DOM NST service.
9. PEKAES reserves the right to refuse to collect the shipments indicated in the order if they are defective or if their packaging is insufficient or contrary to the law or these Terms of Service. PEKAES shall not verify the condition and quantity of individual packaging in the shipment when it is accepted for forwarding. PEKAES may refuse to accept a shipment for forwarding if its packaging does not ensure due and safe performance of the service, without losing the right to the full fee as for a completed service. In such a situation, if PEKAES accepts the shipment for forwarding without any comments, it shall not be understood as acceptance of the financial liability for the shipment by PEKAES, which acts as a professional entity.
10. PEKAES reserves the right to examine the contents of the shipment in the presence of a representative of the Employer or third parties at any time from the collection of the shipment for forwarding until delivery to the Addressee in order to determine if the contents of the shipment are consistent with the information included in the shipping documents.
11. If PEKAES accepts a shipment that does not meet the requirements indicated in this section, all resultant risk and liability shall be borne by the Employer.

### **§ 8 Service valuation**

1. The price of the services provided by PEKAES shall be determined based on the currently applicable price lists of PEKAES for the individual service types:
  - PEKAES domestic parcel [PAC DOM],
  - PEKAES international parcel [PAC INT],
  - PEKAES domestic forwarding of groupage (LTL) freight [LTL DOM],
  - PEKAES domestic forwarding of non-standard groupage (LTL) freight [LTL DOM NST],
  - PEKAES domestic forwarding of part truck load (PTL) freight [PTL DOM],
  - PEKAES domestic forwarding of full truck load (FTL) freight [FTL DOM],
  - PEKAES international forwarding of groupage (LTL) freight [LTL INT],
  - PEKAES international forwarding of part truck load (PTL) freight [PTL INT],
  - PEKAES international full truck load forwarding [FTL INT],
  - PEKAES additional services – in accordance with the Price List for Additional Services.Service prices may be changed only upon individual arrangement with PEKAES.
2. The fee of PEKAES for the forwarding service shall normally be determined based on two parameters:

- weight (actual or volumetric) and distance between the place of consignment and the place of delivery, in accordance with the electronic maps used by PEKAES.
3. Shipment weight shall be determined: - based on its actual weight;
    - based on the volumetric weight determined in accordance with the applicable conversion ratios of PEKAES.
  4. The price of the forwarding service shall always be determined using the greater of the parameters indicated in paragraphs 2 and 3 above.
  5. Volumetric weight shall be determined based on the following:
    - volume [volumetric weight: in this case, it will be equal to the volume of the shipment in m<sup>3</sup> multiplied by the applicable conversion ratio of PEKAES];
    - length [volumetric weight: shipment length in metres multiplied by the applicable conversion ratio of PEKAES]. Volumetric weight shall be determined based on length for shipments longer than 2.4 m;
    - occupied cargo area of the vehicle [volumetric weight: dedicated cargo area: required full-height length of the vehicle in metres and the width of the cargo space multiplied by the applicable conversion ratio of PEKAES].
  6. Most of the relevant conversion ratios are specified in the applicable Price Lists of PEKAES.
  7. Unless the parties agree otherwise, where the Forwarding Contract for PAC DOM, PAC INT, LTL DOM, LTL INT or LTL DOM NST forwarding services provides for an individual price list for the Employer, but the shipments exceed the limits defined in the Forwarding Contract, the fee of PEKAES for the forwarding service shall be charged in accordance with the regular Price Lists described in these Terms of Service.
  8. If the Employer submits additional instructions concerning the shipment or changes the current order, PEKAES shall charge suitable additional fees and add the prices arising from the relevant Price Lists to the invoice.
  9. The amount of the currently applicable Fuel Surcharge shall be added to all freight rates. The amount of the Fuel Surcharge is published on the website of PEKAES at [www.pekaes.pl](http://www.pekaes.pl).
  10. The amount of the currently applicable Road Surcharge shall be added to all freight rates. The amount of the Road Surcharge is published on the website of PEKAES at [www.pekaes.pl](http://www.pekaes.pl).

### **§ 9 Payment forms and periods**

1. Payments for the services shall be made against invoices issued by PEKAES, within 14 days from the invoice date, by bank transfer to the account of PEKAES. Other payment periods may be permitted, but they shall always have to be specifically defined in the Contract between PEKAES and the Employer.
2. Fees for additional services shall be charged in accordance with the currently applicable Price List for Additional Services of PEKAES relevant to the particular type of forwarding service.
3. Fees for PEKAES services shall be increased by the VAT at the statutory rate.
4. PEKAES shall communicate any changes of its Price Lists to the Employer 14 days in advance, excluding Price Lists with a defined expiry date. PEKAES may change the Price Lists at any time.
5. VAT invoices for forwarding services provided by PEKAES shall be issued after each completed services, unless otherwise agreed by PEKAES with the Employer.
6. PEKAES shall not be obliged to collect shipping documents and documents that accompany the shipments and attach them to the issued invoices.
7. The Employer shall not be entitled to set off claims for damages (if any) against any receivables due to PEKAES.
8. Without a prior written consent of PEKAES, the Employer shall not transfer its receivables from PEKAES to a third party. The time of payment shall be the time when the relevant amount is credited to the bank account of PEKAES. In case of late payment, PEKAES may charge interest at the statutory rate. In case of payment delays, PEKAES may suspend the performance of forwarding services and maintain the suspension until the Employer or a third party acting for the Employer pays all of the overdue amounts complete with due interest.
9. The Employer authorises PEKAES to issue VAT invoices without the authorised signature.

10. PEKAES shall have the right to pledge on the shipments in order to secure any claims arising from the contract for the service as well as other dues resulting from the orders, also if they result from other orders performed for the Employer or for the person for whom the forwarding service was provided.
11. For the purpose of verification of financial credibility, the Employer authorises PEKAES to continuously monitor the Employer's credit history and the credit history of the Third-Party Payer at Biuro Informacji Kredytowej S.A. without it being necessary for PEKAES to obtain dedicated consents. PEKAES reserves the right to determine and change the limit of the trade credit awarded to the Payer at its own discretion.

### **§ 10 Liability of PEKAES**

#### **I. Domestic parcel and groupage forwarding services [PAC DOM, LTL DOM, LTL DOM NST]**

1. The liability of PEKAES for the forwarding of shipments without a declared value indicated in the Proof of Shipment shall be limited to PLN 500, which shall exhaust all claims exceeding this amount, regarding the value of the shipment as well as the damages referred to in part III paragraph 3 of this section.
2. The liability of PEKAES for the forwarding of shipments for which the Sender has declared a specific value in the Proof of Shipment and paid the fee specified in paragraph 4 below shall be increased to the declared amount or to the actual value of the shipment, but it shall not in any case exceed PLN 50,000.
3. The liability of PEKAES for the forwarding of shipments for which the Sender has declared a specific value in the Proof of Shipment greater than PLN 50,000 may be increased upon individual arrangements.
4. The costs of increasing the liability of PEKAES referred to in paragraphs 2 and 3 above are specified in the currently applicable Price List for Additional Services of PEKAES.

#### **II. Other forwarding services [PAC INT, LTL INT, PTL DOM, FTL DOM, PTL INT, FTL INT]**

1. If the shipment is lost or some of its contents are missing, the liability of PEKAES shall be limited to SDR 8.33 per kg of the missing gross weight, in accordance with the value of the shipment at the place and time of consignment, but it shall not in any case exceed SDR 50,000 per shipment.

#### **III. Provisions common to all forwarding services**

1. PEKAES shall be liable for the shipment from the time of consignment certified in the shipping documents until it is delivered to the authorised Addressee.
2. If the shipment is damaged, the liability of PEKAES shall be limited to the amount by which the value of the shipment was reduced, subject to the following conditions:
  - a) if the value of the entire shipment was reduced due to damage – the liability shall be limited to the amount that should be paid if the entire shipment had been lost;
  - b) if the value of a part of the shipment was reduced due to damage – the liability shall be limited to the amount that should be paid if the part with a reduced value had been lost.
3. In the situation referred to in paragraph 2 above, the amount that would have to be paid if the shipment had been lost, depending on the type of the forwarding service, shall be determined in accordance with part I paragraphs 1–3 or part II paragraph 1 of this section.
4. In addition to the relevant damages for the shipment, the beneficiary shall also be entitled to damages equal to the net fee paid to PEKAES for the forwarding service – in full if the entire shipment is lost or damaged or in part if only a part of the shipment is lost or damaged.
5. The beneficiary may also seek damages pursuant to paragraph 4 above for the net fee of PEKAES paid due to the need to change the conditions of the forwarding service attributable to PEKAES in the situation referred to in § 6(18) of Terms of Service.
6. The amount of the damages referred to in paragraphs 4 and 5 above shall be added to the amount of the claim for damages for the shipment, and they shall be due only if it is found in accordance with these Terms of Service that PEKAES is liable for the damage to the shipment.



7. Subject to the limitations arising from these Terms of Service, PEKAES shall be liable for any damage caused by the non-performance or improper performance of the forwarding activities under the Forwarding Contract, unless it proves that it could not have prevented the damage despite exercising due care or that it is not culpable in the selection of the subcontractor.
8. PEKAES shall not be liable for missing contents, loss, or damage of the shipment due to reasons attributable to the Sender, Addressee or Employer, in particular due to missing or faulty packaging of the shipment and due to handling, loading, arrangement or unloading of the shipment.
9. PEKAES shall not be liable for missing contents or damage of the shipment in the situation where the packaging of the shipment prevents it from examining the qualitative condition of the shipment at the time of consignment or where it prevents delivery of the shipment in the same good condition without showing any external signs of damage at the time of delivery to the Addressee. If the representative of PEKAES cannot check the condition of the packaging or protection of the shipment at the time of consignment, PEKAES shall not be liable for any resultant damage.
10. Acceptance of the shipment by the Addressee without objections shall extinguish all claims against PEKAES for damages for missing contents or damage of the shipment.
11. PEKAES shall not be liable for any missing contents or damage resulting from the properties of the goods if they are caused by Force Majeure events and acts of war, state of emergency, martial law, industrial action, road blocks, unrest, riots, terrorism and sabotage, effects of nuclear energy and radioactive substances or other fortuitous events not attributable to PEKAES.
12. PEKAES shall not be liable for latent damage – latent damage shall be understood as damage to the substance of the shipment that cannot be identified at the time of delivery due to the absence of external damage to the packaging of the shipment.
13. PEKAES shall not be liable for any damage done due to the non-performance or improper performance of the service in the form of consequential expenses and losses or lost profits. PEKAES shall only be liable for actual damage (loss) resulting from the net value of the shipment that has been lost or damaged.
14. If loading activities are not completed within the period indicated in the order for reasons attributable to the Sender or due to excessive duration of the loading activities or because of refusal to accept the shipment for forwarding due to incorrect packaging, PEKAES shall not be liable for any related damage, including the late delivery of the shipment. The Employer shall be liable for any damage suffered by PEKAES for this reason.
15. PEKAES shall not be liable for actions or omissions of the Employer, Sender or Addressee that can be regarded as actions prohibited and penalised by the relevant act.
16. If the Employer has not specified a delivery period in the order, PEKAES shall ensure that the goods are delivered within a reasonable period.
17. PEKAES shall not be liable for delays in the performance of services (delivery of shipments) if the delay does not exceed two business days in relation to the agreed periods.
18. The liability of PEKAES with respect to shipments whose delivery is delayed by more than two business days shall be limited to the maximum amount of the fee for the particular forwarding service. All damage suffered due to the delay shall be properly proven.
19. PEKAES may demand unloading at the Employer's expense if the Addressee refuses to collect the shipment, and the Sender does not provide the instructions on how to proceed. In such a situation, PEKAES shall hold custody over the shipment in accordance with the applicable law. Custody over the shipment shall be held at the expense and risk of the Employer.
20. Unless otherwise agreed in writing, PEKAES shall not enable personal collection of shipments directly at PEKAES terminals. If the parties have made suitable arrangements, the shipment may be collected personally from the PEKAES terminal from Monday to Friday between 11:00 AM and 4:00 PM.
21. If PEKAES pays damages equal to the value of the goods, it shall have the right to take over the goods as its own property without it being necessary to submit separate declarations of intent.
22. PEKAES shall not be liable for provisions in the documents returned to the Sender as part of the "return of confirmed documents" additional service.

23. PEKAES shall not be liable for damage caused by its subcontractors that are not in a direct causal relationship with the provided forwarding service or that do not concern the subject of the forwarding service, in particular for events covered by the mandatory liability insurance of the owners of mechanical vehicles of such a subcontractor.
24. PEKAES shall not be liable for damage or consequences related to the IT incidents, in particular, those resulting from unauthorised interference of third parties in the IT systems of PEKAES, the Employer, the Sender or the Addressee, performed without the will or knowledge of PEKAES. The provisions stipulated in the preceding sentence shall apply accordingly to the situation where the Employer requires PEKAES to use Electronic Data Interchange channels (EDI) with the Employer or the Sender, or the Addressee.
25. The Employer shall compensate PEKAES for any damage caused by the following:
  - a) delivery of incorrect, unclear or incomplete information about the shipment and its contents;
  - b) incorrect packaging or marking of the shipments;
  - c) incorrect loading or placement of shipments in a shipping unit by the Employer or the Sender;
  - d) harmful properties of shipment contents that PEKAES could not have foreseen;
  - e) errors made by the Employer or the Sender that force PEKAES to pay customs duty or tax or provide security.
26. The Employer shall be liable for actions of all persons indicated by the Employer that participate in the provision of the services, in particular for any actions or omissions of the Sender or the Addressee, as long as the Employer has indicated them to PEKAES as parties involved in the implementation of the order or their involvement derives from the nature of the order.
27. The Employer shall be fully liable towards PEKAES for damage or consequences related to the IT incidents, where such an event has occurred as a result of unauthorised interference of third parties in the IT systems of PEKAES, and it will be made plausible that the interference has occurred as a result of opening an infected message from the Employer's organisation or directly from the Employer's IT network. The provisions stipulated in the preceding sentence shall apply accordingly to the situation where the Employer requires PEKAES to use Electronic Data Interchange channels (EDI) with the Employer or the Sender, or the Addressee.
- 28.

### **§ 11 Complaints**

1. Complaints may be submitted to the head office of PEKAES in Błonie, to the Complaints Department. Complaints may also be submitted by electronic means in the manner previously determined together with PEKAES.
2. All complaints concerning the provided services shall be submitted in writing promptly, but in any case not later than within 14 days from the time of shipment collection if the contents of the shipment are lost or if the shipment is damaged; in case of a delay or loss of the entire shipment – complaints shall be submitted within 21 days from the date on which the shipment should have been delivered.
3. If complaint is submitted in a manner that is contrary to paragraph 1 or after the period specified in paragraph 2, PEKAES reserves the right to reject it.
4. In case of visible damage or loss of some of the goods, a damage report shall be prepared at the time of delivery in the presence of the driver, in accordance with the form used by PEKAES. The damage report shall be signed by the Addressee and the representative of PEKAES who delivered the shipment. In case of a disagreement, the representative of PEKAES or the Addressee may include their comments and objections in the report.
5. Objections concerning missing contents or damage not visible at the time of delivery shall be submitted to PEKAES within 7 days from the date of collection. Irrespective of the period for submission of objections, the obligation to prove that the damage or partial loss of the goods occurred before it was delivered shall rest on the person submitting the complaint. If the person submitting the complaint is unable to prove this, it shall be deemed that the shipment has been delivered intact, in the quantity consistent with the order.
6. The persons entitled to submit the complaint shall be the Employer or the person authorised by the Employer in writing. If the complaint is filed by another person, such a person shall enclose the power of attorney to represent the entitled person or a document of the assignment of rights entitling the person to pursue claims for damages against PEKAES.
7. Any missing documents required for the complaint, in accordance with the list in paragraph 9 below, shall be submitted

- within 14 days from the notice to the complaining party to deliver such missing documents. After this period, the complaint shall be rejected, without the right to re-submit it.
8. In order for the complaint procedure to be initiated in case of damage, the entitled party shall submit a written complaint, which shall specify, in particular, the following: name of the entity submitting the complaint and its address and contact details, cause of the complaint complete with a statement of reasons, subject of the complaint, identification number of the shipment assigned by PEKAES or the type and number of the shipping document, amount of the claim, gross weight of the shipment that has been damaged or lost, current bank account number of the beneficiary of the damages and signature of the person submitting the complaint. The complaint form is available at [www.pekaes.pl](http://www.pekaes.pl).
  9. The following documents shall be enclosed with the written complaint referred to in paragraph 8 above:
    - a) original of the shipping document (Proof of Shipment, Domestic Consignment Note or International Consignment Note) or its certified true copy;
    - b) documents proving the amount of the claim – original or certified true copy of the VAT invoice, cost estimate or other documents that prove the amount of the losses, adjustment invoice issued by the Sender for the Addressee due to the reduction of the receivables by the amount indicated in the complaint;
    - c) if the external packaging has been disturbed – damage report prepared in accordance with the form used by PEKAES (available at [www.pekaes.pl](http://www.pekaes.pl)), containing a description of missing items or damage and bearing a legible signature of a representative of PEKAES and the person submitting the complaint;
    - d) documentation proving the existence and extent of damage, including photographs with the date and time at which they were made.
  10. PEKAES also reserves the right to request other documents required to finalise the complaint procedure, other than the documents listed in paragraph 9 above; such documents shall be delivered to PEKAES within 14 days from the issue of the request by PEKAES. After this period, the complaint may be rejected, without the right to re-submit it.
  11. If the goods are damaged, they shall be left until the finalisation of the complaint procedure for inspection by PEKAES or by an authorised entity indicated by PEKAES to estimate the damage on behalf of PEKAES. If the goods are not left for inspection, the complaint may be rejected, without the right to re-submit it.
  12. PEKAES shall consider the complaint as soon as possible – it shall be necessary, however, to thoroughly consider and assess the collected evidence first. Promptly after the complaint is considered, PEKAES or the insurer shall notify the party submitting the complaint in writing about the complaint resolution method.
  13. Submission of a complaint to PEKAES shall not in any case void the obligation to pay the fee for the forwarding service or entitle to set off any amounts in mutual settlements without the prior written consent of PEKAES.

### **§ 12 Forwarding of dangerous goods (ADR)**

1. General rules for the forwarding of shipments containing dangerous goods:
  - a) During the implementation of orders concerning dangerous goods, PEKAES shall exercise due care to avoid the loss or damage of the shipment, damage of other shipments, damage of the vehicle, environmental hazards or health and safety hazards.
  - b) In order to fulfil this intention, PEKAES hereby implements the provisions of this § 12 of the Terms of Service, and the Employer certifies that it accepts them and acknowledges them as binding to orders concerning dangerous goods as defined by the ADR Agreement.
  - c) The Employer shall not submit Forwarding Orders to PEKAES for dangerous goods that:
    - do not conform to the requirements for their transport defined in the ADR Agreement;
    - are specified in the ADR Agreement as prohibited to transport;
    - are indicated by the law as prohibited for production, placement on the market and transport in Poland;
    - are prohibited and not approved for forwarding by PEKAES in accordance with the list included in paragraph 6 of this section.
2. PEKAES may employ the services of subcontractors during the implementation of orders, and it shall be liable for their actions or omissions in accordance with the applicable law.

3. All rules for the implementation of orders concerning the performance of forwarding services by PEKAES with respect to dangerous goods are based on the provisions of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), drawn up in Geneva on 30/9/1957 (Journal of Laws of 2002, No. 194, item 1629), including the amended texts of annexes A and B to the Agreement (Journal of Laws of 2003, No. 207, item 2014) and provisions of the Act of 28/10/2002 on the carriage of dangerous goods by road (Journal of Laws of 2002, No. 199, item 1671, as amended).
4. Irrespective of the provisions of this section, implementation of Forwarding Orders for dangerous goods shall also be governed by the remaining provisions of the "General Terms of Service of PEKAES".
5. The following types of dangerous goods shall not be accepted for forwarding:
  - a) goods of packing group I (all classes);
  - b) goods of transport categories 0 and 1 (all classes);
  - c) goods of the following classes: 1 (explosive), 6.2 (infectious) and 7 (radioactive) – entirely;
  - d) goods of classes 4.1, 4.2, 4.3, 5.1 and 5.2 that are self-reactive or self-heating goods or goods that require a controlled temperature;
  - e) goods of class 9 that are significantly hazardous to the environment;
  - f) special-risk goods subject to special procedures defined in section 1.10 of the ADR Agreement;
  - g) goods prohibited to carry by road in accordance with the ADR Agreement;
  - h) dangerous materials in bulk, in containers, in tankers, battery vehicles, cylinder bundles or MEGC (multiple element gas containers) and liquid materials in large packaging.
  - i) **NOTE!** Liquid materials in IBCs, i.e. intermediate bulk containers, may be accepted for forwarding/transport **only** based on dedicated arrangements.
6. The following "List of dangerous goods that are prohibited or not accepted for transport at PEKAES" has been prepared in accordance with the above-mentioned criteria, and it shall be an integral part of these Terms of Service.

Number of the ADR class	Name of the ADR class	Goods that are prohibited or unacceptable regardless of shipment quantity
1	Explosive substances and articles	<b>Entire class</b>
2	Gases	<b>Groups: T, TC, TO, TF, TOC, TFC, C, CO and FC (including aerosols in these groups) and UN 1005, 1017, 1043, 2186, 2421 and 2455</b>
3	Flammable liquids	<b>Packaging group I and explosives with classification code D: UN 1204, 2059, 3064, 3343, 3357 and 3379</b>
4.1	Flammable solids, self-reactive substances, polymerising substances and solid desensitised explosives	<b>Packaging group I and explosives with classification code D or DT, including self-reactive substances with the SR code: UN 2956, 3221 to 3242, 3251, 3097, 2304, 2448 and 3176</b>

4.2	Substances liable to spontaneous combustion	<b>Packaging group I and UN 3127 and 3255</b>
4.3	Substances which, in contact with water, emit flammable gases	<b>Packaging group I and UN 1183, 1242, 1295, 1340, 1390, 1403, 1928, 2813, 2965, 2968, 2988, 3129, 3130, 3131, 3132, 3133, 3134, 3135, 3148, 3396, 3398 and 3399</b>
5.1	Oxidising substances	<b>Packaging group I and UN 2426, 3100, 3121 and 3137</b>
5.2	Organic peroxides	<b>Peroxides of types A, B and C and all peroxides requiring controlled temperature with code P2: UN 3101 to 3104 and 3111 to 3120</b>
6.1	Toxic substances	<b>Packaging group I and UN 1051, 1600, 1613, 1614, 2312, 3250, 3294, 3452, 3455 and 2249</b>
6.2	Infectious substances	<b>Entire class</b>
7	Radioactive materials	<b>Entire class</b>
8	Corrosive substances	<b>Packaging group I and UN 2215 and 1798</b>
9	Miscellaneous dangerous substances and articles	<b>Materials with codes: M1 (carcinogenic), M2 (dioxins), M8 (microbes), M9–M10 (materials with elevated temperature): UN 2212, 2315, 2590, 3151, 3152, 3245, 3257, 3258 and 3432</b>

7. PEKAES and/or its subcontractor may refuse to perform the order if the shipment contains a dangerous material that is prohibited or is not accepted for transport at PEKAES in accordance with the above-mentioned list.
8. The Employer or the sender and/or shipper acting on behalf the Employer shall be fully responsible for correct preparation of the shipment for forwarding in accordance with the ADR Agreement, including the quality of packaging and accuracy and completeness of documentation.
9. In particular, the Employer or the sender/shipper acting on behalf of the Employer:
  - a) shall not issue any of the goods included in the “List of dangerous goods, that are prohibited or are not accepted for transport at PEKAES” (paragraph 6 of this section) for forwarding;
  - b) shall provide the driver with the information and necessary consignment notes and associated documents (safety manuals, certificates, special declarations, etc.) required for correct transport of dangerous goods;

- c) shall attach the proof of shipment to the shipment complete with the ADR Attachment, on the same side of the packaging as the warning labels;
  - d) shall ensure that ALL packaging to be used for forwarding is suitable and approved for transport of particular goods and is of good quality, i.e. it has a valid expiry date, it is filled to a suitable extent, it is not “smoking”, it is sealed, undamaged, free of cracks and does not leak out, spill out or release any substances, it is not contaminated on the outside with chemical substances and it has the certification signs required by the ADR Agreement;
  - e) shall comply with provisions of the ADR Agreement relating to the method of issuing and shipping restrictions;
  - f) shall ensure that the shipping documents accompanying the shipment are correct and complete and include at least the following: UN number, proper shipping name of the dangerous good, packaging group, tunnel restriction code, if any, type/name of the packaging, number of pieces of packaging, total weight or volume for a particular UN number and, where appropriate, other information as required by chapter 5.4 of the ADR Agreement. If the shipping documents do not include such information, it shall be deemed that the Employer declares that the shipment does not contain any dangerous goods as defined by the ADR Agreement. The Employer or the Sender/loader acting on its behalf shall also submit the above-mentioned documentation and information, upon each request of PEKAES, also with respect to the goods excluded or exempted under the ADR Agreement.
10. If the packaging loses its integrity during implementation of the order and/or any dangerous substance is released due to the poor quality of the packaging provided by the Employer or by the Sender/shipper acting on behalf of the Employer, PEKAES shall have the right to seek compensation of any costs and damage from the Employer if they are caused by the loss of integrity of the packaging and/or release of the dangerous substance and are related to the following:
- a) penal sanctions imposed by authorised inspection bodies;
  - b) damage to other shipments, means of transport or handling terminal;
  - c) complaints concerning delayed delivery of other shipments;
  - d) environmental pollution;
  - e) loss of human health or life;
  - f) costs of rescue operations, including any required disposal.
11. The Employer warrants that it shall unconditionally cover all costs and damage referred to in paragraph 10 above.
12. If it is found that the shipment does not meet any of the requirements indicated in paragraph 9 of this section, PEKAES may refuse to accept it for forwarding. In such a situation, PEKAES may charge the Employer with the costs of travelling to the shipment collection site.
13. If it is found during the performance of a Forwarding Order that the requirements for the transport of dangerous goods are breached, or there is an emergency that may endanger people or the environment, the provision of the service may be interrupted.
- a) If the Employer is notified about a problem with the performance of the service, it shall promptly advise PEKAES on how to proceed with the shipment. If the Employer does not submit such information, PEKAES shall be entitled to proceed with the shipment at its own discretion, within the limits of the applicable law.
  - b) Further performance of the Forwarding Order shall be continued only after the breaches of the transport requirements or the emergency are rectified. If the breach of transport requirements or the emergency are not attributable to PEKAES or its subcontractor, PEKAES shall not be liable for the resultant delays in the performance of the order.
  - c) If the identified breaches of the transport requirements or emergencies cannot be rectified, PEKAES shall – in consultation with relevant authorities and emergency services – unload the goods and neutralise them or dispose of them (depending on the decision of the relevant authority or emergency service). If the breaches referred to above are not attributable to PEKAES or its subcontractor, the cost of the above-mentioned activities shall be borne by the Employer, which shall be unconditionally obliged to cover it.
14. In the contents of the consignment note and/or another shipping document, the Employer shall indicate the names and phone numbers of the persons authorised to provide detailed information about the properties of the dangerous goods included in the order.

15. Where dangerous goods are loaded without prior approval of PEKAES, PEKAES reserves the right to recourse of any costs of potential penalties and other measures required due to unlawful transport of dangerous goods as well as all costs related to potential emergencies that may be caused in connection with the provision of the forwarding service.

### **§ 13 Forwarding of Monitored Shipments**

1. Forwarding of Monitored Shipments shall be done in accordance with the rules defined in the Act on the monitoring system for carriage of goods by road and rail (the "Monitoring Act"), secondary legislation issued pursuant to the Act and this § 13 of these Terms of Service.
2. The Employer shall be liable to PEKAES for the performance of all obligations arising from the Monitoring Act that concern the Sender, Addressee, sending entity or collecting entity, respectively. The Employer's liability shall be strict liability.
3. If the Employer intends to send a Monitored Shipment, it shall have the sending entity send a notification concerning the Monitored Shipment to the register referred to in Article 4 of the Monitoring Act (the "Register") and obtain the reference number before the Monitored Shipment is collected for forwarding. It is not allowed to situate several Monitored Shipments under one reference number, in particular, those to be delivered to other addressees or to be delivered on other dates. The Employer shall obtain a separate reference number for each and every Monitored Shipment.
4. The Employer shall submit the reference number obtained for the Monitored Shipment to PEKAES, complete with the electronic key that enables access to the notification, which is to be used by the carrier. PEKAES, based on separate arrangements with the carriers, shall accordingly regulate the obligations of the carriers arising from the Monitoring Act.
5. The Employer shall only issue Monitored Shipments for forwarding if it has obtained the reference number for them and submitted it to PEKAES. The forwarding service shall not be provided for Monitored Shipments for which the Employer has only obtained the document in lieu of the notification, as referred to in Article 9 (5) and (6) of the Act.
6. If the Monitored Shipment is collected for forwarding in Poland, the notification to the Register for the supply of goods shall include the following:
  - a) scheduled date of the commencement of transport of the Monitored Shipment;
  - b) information about the sending entity, including the following:
    - first name and last name or company name,
    - addresses of residence or registered office;
  - c) information about the receiving entity, including the following:
    - first name and last name or company name,
    - addresses of residence or registered office;
  - d) tax identification number of the sending entity or the number used by the sending entity for identification for the purposes of the Polish or international VAT;
  - e) tax identification number of the receiving entity or the number used by the receiving entity for identification for the purposes of the Polish or international VAT;
  - f) address details of the place where the Monitored Shipment is to be loaded;
  - g) information about the goods in the Monitored Shipment to be transported, in particular the type of the goods, CN item, quantity, gross weight or volume of the goods.
7. If the Monitored Shipment is collected for forwarding in Poland, the notification to the Register for the intraCommunity supply of goods or export of goods as defined by the Value Added Tax Act of 11 March 2004 shall include the following:
  - a) scheduled date of the commencement of transport of the Monitored Shipment;
  - b) information about the sending entity, including the following:

- first name and last name or company name,
  - addresses of residence or registered office;
  - c) information about the party receiving the goods, including the following:
    - first name and last name or company name,
    - addresses of residence or registered office;
  - d) tax identification number of the sending entity or the number used by the sending entity for identification for the purposes of the Polish or international VAT;
  - e) for intra-Community supply of goods – the number used by the addressee of the Monitored Shipment for identification for the purposes of the Polish or international VAT;
  - f) address details of the place where the monitored goods are to be loaded;
  - g) information about the goods in the Monitored Shipment to be transported, in particular the type of the goods, CN item, quantity, gross weight or volume of the goods.
8. If the Monitored Shipment is collected for forwarding abroad, the notification to the Register shall be submitted no later than by the time of commencement of transport to Poland, and it shall include the following:
- a) information about the receiving entity, including the following:
    - first name and last name or company name,
    - addresses of residence or registered office;
  - b) information about the sender of the Monitored Shipment, including the following:
    - first name and last name or company name,
    - addresses of residence or registered office;
  - c) tax identification number of the receiving entity or the number used by the receiving entity for identification for the purposes of the Polish or international VAT;
  - d) for intra-Community acquisition of goods as defined by the Value Added Tax Act of 11 March 2004 – the number used by the sender of the Monitored Shipment for identification for the purposes of international VAT;
  - e) address details of the place where the Monitored Shipment is to be delivered;
  - f) information about the goods in the Monitored Shipment to be transported, in particular the type of the goods, CN item, quantity, gross weight or volume of the goods.
9. If the Monitored Shipment is collected for forwarding abroad, the place of delivery is also located abroad, in a different country, and the transport route passes through Poland, in order to enable notification of the Monitored Shipment to the Register, the Employer shall provide PEKAES with the following information:
- a) information about the sender of the goods, including the following:
    - first name and last name or company name,
    - addresses of residence or registered office;
  - b) information about the addressee of the goods, including the following:
    - first name and last name or company name,
    - addresses of residence or registered office;
  - c) information about the goods in the Monitored Shipment to be transported, in particular the type of the goods, CN item, quantity, gross weight or volume of the goods.
10. The Employer or the sender and/or shipper acting on behalf the Employer shall be fully responsible for correct preparation of the Monitored Shipment for forwarding in accordance with the law, including the accuracy and completeness of the provided data and information.
11. If it is found that the shipment is a Monitored Shipment, and the Employer has not submitted all of the required data and information to PEKAES or does not have the reference number for the Monitored Shipment, PEKAES



- may refuse to collect the shipment for forwarding, or it may suspend the performance of the forwarding service. In such a situation, PEKAES may charge the Employer with the costs of travelling to the shipment collection site or the costs related to the performance of the service, in the same amount as for a fully completed service.
12. If it is found during the performance of the forwarding service that the requirements for the transport of Monitored Shipments are breached, the performance of the service may be interrupted. If the Employer is notified about a problem with the performance of the service, it shall promptly advise PEKAES on how to proceed with the Monitored Shipment. If the Employer does not submit such information, PEKAES shall be entitled to proceed with the Monitored Shipment at its own discretion, within the limits of the applicable law, at the expense and risk of the Employer. Continuation of the forwarding service shall be possible only after the identified problems are resolved. If the breach of the requirements is not attributable to PEKAES or its subcontractor, PEKAES shall not be liable for the resultant delays in the performance of the order.
  13. The Employer shall notify all persons who are liable for the performance of their obligations under the Act, including, in particular, the sending entity, receiving entity, sender or addressee, about the scope of their obligations and the penalties for failure to comply.
  14. The Employer shall unconditionally cover all costs and damage borne by PEKAES in relation to the Employer's breach of the obligations defined in this § 13 and in the Act. In particular, the Employer shall be liable for damage to PEKAES related to the liability of PEKAES to its Clients for the non-performance or improper performance of the services if the Employer's breach of its obligations in any way contributed to such liability.
  15. The Employer shall unconditionally cover all costs and damage borne by PEKAES in relation to the removal, guarding and safekeeping of the vehicle or goods at the indicated location, as defined by the Monitoring Act.
  16. PEKAES may charge an additional fee for activities related to the forwarding of Monitored Shipments. Collection of an additional fee shall not be deemed to mean that PEKAES is liable for the performance of the obligations of the Sender, Addressee, sending entity or the receiving entity arising from the Monitoring Act.
  17. Irrespective of the provisions of this section, implementation of Forwarding Orders for Monitored Shipments shall also be governed by the remaining provisions of these Terms of Service.

### **§ 14 Confidentiality**

1. The Employer shall:
  - a) keep secret all pricing, technical, technological, financial, commercial, legal and organisational information concerning PEKAES that is received during cooperation with PEKAES, regardless of the forms in which such information is communicated and its sources;
  - b) comply with the rule stating that the Employer cannot disseminate, copy or disclose information about cooperation with PEKAES, in particular information about the lawfully protected interests of PEKAES, without the prior written consent of PEKAES;
  - c) take the necessary measures in order to protect the information and its sources, both in whole and in part.
2. The Employer shall only disclose the information to employees of bodies authorised under the law to audit the Employer, provided that the disclosure of such information is reasonable, and only to the extent to which the recipient of the information needs to have access to such information for specifically defined purposes.
3. The requirements listed in paragraph 1 of this section shall not apply to any part of the information submitted to the Employer that:
  - a) has been published, is generally known and has been communicated to the public without any breach of this section;
  - b) is revealed as a result of a final and non-appealable decision of the court or administration bodies, to the extent indicated in the decision;
  - c) is disclosed upon prior written consent of PEKAES.

### **§ 15 Personal data**

1. In relation to the performance of forwarding services, PEKAES processes the personal data of the Employer, Sender and Addressee and their employees and subcontractors, as well as the data of other persons who perform

activities related to the performance of the service (including, in particular, first name, last name, address, phone number, e-mail address, Personal Identity Number (PESEL)), in accordance with the Personal Data Protection Act and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR).

2. The personal data referred to in paragraph 1 above shall always be processed in accordance with a relevant contract or agreement between PEKAES and the controller of such data or the entity holding the relevant consent to entrust the processing of such data to PEKAES in relation to the performance of forwarding services.
3. PEKAES is the controller of the personal data collected and processed for the purposes of the complaint process, unless such data are submitted by their controller or the entity holding the relevant consent to entrust the processing of these data to PEKAES.
4. The personal data referred to in paragraphs 1–3 above are provided voluntarily, and every data subject shall have the right to access their data and rectify them and request that they be erased or that their processing be restricted as well as the right to data portability and the right to lodge a complaint and revoke their consent.
5. The Employer represents that it is entitled to provide the personal data to PEKAES, it does so in accordance with the applicable law, it has obtained relevant consents of the data subjects whose data are provided to PEKAES, and it has informed them about this fact, simultaneously indicating the scope of the provided data and the manner in which they are processed.
6. In case of disputes, the Employer and any data subject shall have the right to lodge a complaint with the President of the Personal Data Protection Office.
7. PEKAES ensures the security and lawfulness of the personal data it controls and processes. The methods of ensuring the security of the personal data and lawfulness of their control and processing are specified in the Personal Data Protection Policy of PEKAES.

### **§ 16 Special provisions for individual entrepreneurs**

1. The provisions of this § shall apply when the Employer is a natural person concluding a Forwarding Contract with PEKAES directly related to its business activity, yet its content shows that this action is not of a professional nature for the Employer. In this case, the provisions of the General Terms which constitute prohibited contractual provisions under the current provisions of law shall not apply.
2. The person referred to in paragraph 1, who has concluded the Forwarding Contract remotely or outside the premises of PEKAES, may, within 14 days from the conclusion of the Forwarding Contract, withdraw therefrom without having to justify it and without incurring any costs, except for the obligation to pay for the services completed until the withdrawal from the Forwarding Contract and costs incurred by PEKAES for its performance.
3. To exercise the right of withdrawal, the authorised person should submit to PEKAES an unambiguous statement in this regard, in writing, under pain of nullity. To meet the deadline, it is sufficient to send a declaration of withdrawal at a post office before the deadline (the date on the stamp is decisive) and notify PEKAES of this fact by e-mail.
4. The right of withdrawal from the contract shall not apply to the contracts referred to in Article 38 of the Act of 23 April 1964 on consumer rights.
5. The person referred to in paragraph 1 may declare to PEKAES that it expects the commencement of the service to take place before the expiry of the period to withdraw from the Forwarding Contract, while acknowledging that the withdrawal from the Forwarding Contract will involve the necessity to pay for the services provided until the withdrawal and reimbursement for the costs incurred by PEKAES for the performance of the service.
6. Except for the situation described in paragraph 5 above, PEKAES may refrain from providing the service until the expiry of the withdrawal period from the Forwarding Contract without having to submit additional statements in this regard.

## § 17 Additional information

1. PEKAES reserves the right to examine the contents of the shipment at any time from the time of collection from the Sender until delivery to the Addressee in order to determine if the actual contents of the shipment are consistent with the information included in the Proof of Shipment, Domestic Consignment Note or International Consignment Note. In particular, such examination may involve determining if the contents declared by the Sender are not subject to exclusion in accordance with § 5 of these Terms of Service due to the condition of the packaging and internal protection of the goods in the shipment.
2. The irregularities referred to in paragraph 1 of this section may give PEKAES grounds to refuse to collect the shipment or change the terms of the contract.
3. In the situations described above, PEKAES may verify the fees charged for the provided services. Inconsistencies between these data and the data provided by the Sender in the document according to which the service is performed may be grounds for a change of the price of the service in accordance with the currently applicable Price List of PEKAES.
4. PEKAES may refuse to perform the order if the Proof of Shipment, Domestic Consignment Note or International Consignment Note has been filled in incorrectly, the shipment has not been adequately protected for transport, its contents are inconsistent with the description in the Forwarding Order or in other special circumstances.
5. Transport of shipments that contain food is governed by provisions concerning the issue of HACCP certificates.
6. Matters not regulated by these General Terms of Service of PEKAES shall be governed by the generally applicable Polish law, i.e. the Civil Code, and also by the provisions of the 2010 General Polish Forwarding Conditions (subject to the changes introduced in these General Terms of Service of PEKAES and only to the extent not regulated herein).
7. If PEKAES transports the shipment itself, it shall have the rights and obligations of the carrier pursuant to the Convention on the Contract of International Carriage of Goods by Road (CMR) of 19/5/1965 (Journal of Laws of 1962, No. 49, item 238, as amended) (for international carriage) or the Carriage Act of 15 November 1984 (Journal of Laws of 2000, No. 50, item 601, as amended) (for domestic carriage).
8. Any disputes arising in connection with the acquisition and performance of the services by PEKAES shall be resolved by the Common Court local to the registered office of PEKAES.
9. PEKAES may amend these General Terms of Service of PEKAES at any time, which shall not be construed as an amendment of the contract and shall not require the consent of the persons bound by the provisions of the Terms of Service. The amended Terms of Service shall come into effect as of the date indicated therein and published online at [www.pekaes.pl](http://www.pekaes.pl).
10. Regardless of other provisions, the registered office of PEKAES shall be each time a place where the services, orders or contracts based on these Terms of Service are performed.
11. These Terms of Service shall not bind consumers to the extent to which they could breach or limit their rights granted under the generally applicable law, including the situation where they could be construed as prohibited contract clauses.
12. Subject to the provisions stipulated in § 16, these General Terms of Service of PEKAES shall come into effect as of 1 November 2021.