

# GENERAL TERMS AND CONDITIONS OF SERVICE

## by RHENUS FREIGHT LOGISTICS SP. Z O. O.

Effective from 01.07.2024

Dear Customers, in the Regulations we have written down the rules of our cooperation with you as a Customer and the rules of performance of our services. The Regulations together with all annexes are an inseparable element of every forwarding, transport or warehousing contract.

Rhenus Freight Logistics as a forwarder, carrier and logistics operator is liable for non-performance or undue performance of the service only under the terms of the Law on Transport, CMR Convention, Civil Code, unless otherwise stated in these Terms and Conditions.

**Thank you for your trust. We provide our services with passion!**

### § 1 Terminology and definitions

1. **Shipment** – items taken for transport on the basis of one Consignment Note or Proof of Posting, or Address Label, from one Sender to one Recipient.
2. **Sender** – an entity that issues a consignment to a Rhenus representative as part of the performance of the commissioned transport service.
3. **Consignee** – an entity that accepts a consignment delivered by Rhenus as part of the performance of the ordered transport service.
4. **Principal** – an entity that has concluded an agreement with Rhenus (also by commissioning a service). This can be the Sender, Recipient or other entity.
5. **Detailed order** – an order for the transport of one shipment.
6. **Mix order** – an order to take shipments for transport without specifying their recipients in detail.
7. **Payer** – the Sender, Recipient or a third party indicated by the Principal, who is obliged to pay a fee for Rhenus services. If the Payer fails to pay the fee for Rhenus services, the entity that indicated him is obliged to pay. In each case, the Principal is the guarantor of payment.
8. **Price List** – all standard price lists placed on the website <https://www.rhenus.group/pl/pl/rhenus-group/rhenus-w-polsce/rhenus-freight-logistics/> or agreed individually, except for the Table of Fees and Additional Services.
9. **Table of Fees and Additional Services** – a document that specifies the rates of remuneration for additional services commissioned to Rhenus and the rates of additional fees to Rhenus.
10. **Shipping document** – a document or documents concerning the transport of a consignment, which constitute a proof of its posting, the course of its transport and delivery. A document may be an electronic transfer (hereinafter referred to as "in electronic form"), a computer printout or another document containing data specified in the Transport Law. Subject to the agreement between Rhenus and the Client, the following shipping documents are used:
  - a. **Bill of lading** – a shipping document signed by the Sender from one Sender to one Recipient, in which the Sender provides, among other things: the address of sending the consignment, the address of receipt of the consignment, the name of the goods, the features of security features, the number, type, as well as the dimensions and actual weight of logistic units and who is the payer for the transport or other requirements specified in the regulations, e.g. ADR regulations. The term Bill of Lading within the meaning of the Transport Law also means another transport document (e.g. Address Label, Proof of Posting, Delivery Document).
  - b. **Address Label** – a shipping document stuck on a consignment, from one Sender to one Recipient, in which the Sender provides, among other things: the address of sending the consignment, the address of receipt of the consignment, the name of the goods, the features of security features, the number of logistic units and the actual weight. An Address Label, as a shipping document, may consist of one or more address labels relating to individual batches of a given shipment.
  - c. **Proof of Posting** – a shipping document with a content specified by Rhenus, issued and signed by the Sender when sending a consignment, as proof of its posting.
  - d. **Delivery note** – a shipping document issued by Rhenus, on which the Recipient confirms the fact of delivery of the shipment.
11. **Force majeure** – an event that could not have been foreseen with special care required for the professional provision of services, which is external to both Rhenus Freight Logistics and the Client, and which the Parties could not oppose by acting with special care. Force majeure events in accordance with these General Terms and Conditions are in particular: war, martial law, riots, revolutions, strikes, blockades of roads or other commonly used entry and exit places, natural disasters, including flood, earthquake, epidemic, weather conditions and other events of natural forces, the intensity of which deviates from the average scale in a given period and which prevent the provision of services.
12. **Unit logistic packaging or Logistic unit** – any batch of goods for transport purposes placed on or in one transport carrier (e.g. pallet, carton, container, basket, crate), marked with a separate address label. A shipment can consist of

- one or more logistic units. The actual weight of a logistics unit (gross weight) is the total actual weight of the goods with their packaging and the actual weight of the transport carrier.
13. **Mechanical transshipment logistics unit** – a logistics unit (e.g. pallet, box, basket, container), which, according to Rhenus Freight Logistics, has a structure that allows it to be safely and non-damaging reloading by means of mechanical handling means (m.in. forklifts), with the participation of one person.
  14. **Long logistics unit** – a logistics unit whose longest dimension is greater than 3.0 m for domestic services and 2.4 m for international services. Maximum length of a logistics unit 6 m (and not more than 6 m for international general cargo).
  15. **Pallet space (MPAL)** – an area occupied by one logistics unit susceptible to mechanical transshipment with dimensions of 1.20 m x 0.80 m or other dimensions, the product of which is 0.96 m<sup>2</sup>. The dimensions are:
    - a. if the goods do not protrude beyond the outline of the transport carrier: dimensions of the transport carrier of the logistics unit on which or inside which the goods are loaded;
    - b. If the goods protrude beyond the outline of the transport carrier: the longest length and width dimensions measured along the outline of the package over its entire height.
  16. **Pallet space (MPAL) for valuation** – the area occupied by one logistics unit susceptible to mechanical handling, calculated in accordance with the rules set out in the above definition of pallet space, with the proviso that each of the dimensions (length / width) is rounded up to a multiple of 0.2 m. Values calculated in this way are rounded up, with an accuracy of two decimal places.
  17. **Pallet space weight equivalent** – a parcel weight indicator used to determine the Rhenus remuneration, calculated as the quotient of the sum of the actual weights of logistics units and the sum of their pallet spaces to be evaluated. This indicator is calculated only for logistic units susceptible to mechanical transshipment.
  18. **Delivery schedule** – a document specifying, m.in other things, the expected delivery dates of shipments. The indicated dates may change, taking into account the circumstances that may arise in connection with the performance of the service. Rhenus Freight Logistics guarantees delivery times only if this is expressly stated in the definition of the service indicated in these General Terms and Conditions or in a separate agreement concluded with the Client.
  19. **Basic Price** – remuneration for transport services, excluding the Fuel Adjustment and services and fees included in the Table of Charges and Additional Services.
  20. **EUR or EPAL Pallet** (hereinafter referred to as the Pallet) – a transport unit relating only to undamaged and legally trademarked EUR or EPAL Pallets (flat wooden, dimensions: 800 mm by 1200 mm) compliant with the UIC 435 Code or the European standard EN 13698-1 or the standard that will replace it, legally marked with the EUR or EPAL trademark (in the case of EPAL pallets without the EUR marking for pallets manufactured after 31.07.2013). To assess the compliance of pallets with the above-mentioned standards, the current "Pallet Assessment Sheets" are used, available on the <http://www.uic-eur.pl/> Websites (in the case of EUR pallets) or on the <http://epal.org.pl/> website (in the case of EPAL pallets) or on the websites indicated on the Rhenus Freight Logistics ([www.rhenusgroup.com](http://www.rhenusgroup.com)) website, which have priority over other parties.
  21. **Deviations/Changes, Damage Report** – a document describing the identified losses, damages or inconsistencies between the actual parameters or quantity of Shipments or Pallets and the content of the Transport Document. Two copies of the Deviation/Change Report are required, signed by a representative of Rhenus Freight Logistics and the Sender or Consignee, taking into account the provisions of the Transport Law.
  22. **Special Requirements** – requirements and conditions to be met when performing transport or forwarding services for a given Goods or Shipment, resulting in particular from the provisions of law, type or properties of the Goods or other conditions and circumstances. Whenever there are Special Requirements for a given Goods or Shipment – you are obliged to inform Rhenus about them in the content of the Forwarding Order and in the Contract. Specific Requirements may concern, for example, maintaining a controlled temperature, prohibiting stacking of the Goods, providing a vehicle that meets certain requirements or a vehicle with specific equipment, providing a carrier or driver with specific qualifications, meeting the requirements for storage, forwarding or transport of products of a given type, such as e.g. food products, organic products or ADR dangerous goods; meeting the requirements for declaration of transport as part of the system for monitoring the transport of goods, etc.
  23. **Loading Operations** – Loading and Unloading Shipments:
    - a. **Loading** – All activities aimed at placing a Shipment inside a vehicle or a transport container (in particular a container) provided at the place of loading. Loading includes the correct placement of the Shipment inside the vehicle or transport container, as well as the arrangement of the vehicle or transport container in case it is contaminated during the Loading Operations.
    - b. **Unloading** – All activities aimed at unloading a Shipment from a vehicle or transport container (in particular a container) at the place of unloading, as well as tidying up the vehicle or transport container in the event of its contamination during the performance of Loading Activities.
  24. **Agreement** – An agreement between you and Rhenus. It can be concluded in particular by accepting Rhenus' offer to perform the service, submitted in response to your Forwarding Order. The Agreement concerns the performance of the service in relation to a given Shipment. The Agreement concluded between you and Rhenus may also be of a framework nature (e.g. if you accept Rhenus' offer of cooperation in the provision of services) – then individual Agreements will be concluded between you and Rhenus in the performance of such a Framework Agreement.
  25. **Offer** - means an offer made to the Client by Rhenus in writing or orally, concerning cooperation with the Client, which sets out the basic terms and conditions of cooperation.

26. **Forwarding Order** – an order to perform forwarding services in relation to a given Shipment, which Mr. and Mrs. Rhenus have placed.
27. **GDPR** - 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 – General Data Protection Regulation.
28. **Working Days** – Days from Monday to Friday, excluding public holidays falling within this period.
29. **Written Form** – the written form specified in Article 78 of the Civil Code (it consists in placing a handwritten signature on a document containing the content of the declaration of will, the requirements of the written form will not be met in particular by a photocopy, scan, fax or e-mail) or the electronic form specified in Article 781 of the Civil Code (it consists in making a declaration of will in electronic form and affixing it with a qualified electronic signature). If the provisions of the Terms and Conditions require the Written Form and it is not observed, it will result in the rigor of nullity.
30. **Season Supplement Periods** – The period from 1 September to 31 December of each year and periods beginning on the 5th business day (inclusive) that falls before the following holidays and ending on the 5th business day that falls after the following holidays (inclusive):
  - a. Easter holidays (the first and second day of Easter),
  - b. May Weekend (1st, 2nd and 3rd day of May),
  - c. Corpus Christi Day.
31. **Trade Secret** - Any information not made public, in particular technical, technological, commercial, organizational and other information of economic importance, with respect to which the interested party has taken the necessary steps to maintain its confidentiality.
32. **National Consignment Note** – a bill of lading issued by the Sender, which must be issued to the Rhenus carrier together with the Shipment if Rhenus commences the provision of the National Distribution System for Groupage Shipments, if the Order has not been placed using the Rhenus pl-24 application, as well as in the case of the National Partial Shipment Distribution System and the National Full Truck Load Distribution System;
33. **International CMR Consignment Note** – a bill of lading issued by the Sender, which must be issued to the Rhenus carrier together with the Shipment if Rhenus commences the provision of the International Groupage Distribution System, the International Full Truck Load Distribution System or the International Partial Shipment Distribution System
34. **Payer** – the Sender, Recipient, Principal or other entity indicated by the Principal, who is obliged to pay to Rhenus remuneration for the services rendered, Additional Remuneration, expenses, costs or other receivables arising during the execution of the Order or arising in connection with the execution of the Order, interest for delay in performance cash and debt collection costs, with the proviso that if the Principal is not the Payer, the Principal shall be jointly and severally liable with the Payer for the payment to Rhenus of the remuneration for the services rendered, the Additional Remuneration, expenses, costs or other receivables arising during the execution of the Order or arising in connection with the performance of the Order, interest for delay in the performance of the monetary performance and the costs of debt collection;
35. **Contact Person** – a person appointed on the part of Rhenus and the Principal in the Agreement, Offer or submitting and accepting the Order, authorized to make and receive statements, issue and receive instructions and instructions and make arrangements binding on Rhenus and the Principal, in writing, document, electronic or by e-mail;
36. **Complaint** – is a preliminary, obligatory, amicable, out-of-court request by the Principal to Rhenus with a claim for damages resulting from non-performance or improper performance of services;
37. **Dangerous Goods** – goods the carriage of which is permitted only under the conditions specified in the provisions of the Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) drawn up in Geneva on 30.09.1957, with Appendices A and B and the Act of 19.08.2011 on the Carriage of Dangerous Goods or is prohibited under other regulations;
38. **ADR Appendix** – a document issued by the Sender, which must be issued to the Rhenus carrier together with the Shipment in the event that Rhenus commences the provision of forwarding services, the subject of which is Dangerous Goods; the ADR Appendix contains additional information necessary for the proper provision of forwarding services, the subject of which is Dangerous Goods;
39. **Basic Services** – forwarding services specified in the Regulations in the scope of transport organization;
40. **Additional Services** – forwarding services specified in the Terms and Conditions supplementing the Basic Services;
41. **Conversion Weight** – the weight of the Shipment determined by Rhenus based on the highest parameter of the logistics unit, selected from the actual weight, volume (m<sup>3</sup>), cargo box occupancy (ldm). The standard weight converters used are 1 m<sup>3</sup> = 250 kg, 1 ldm – 1250 kg.
42. **CBM** – the unit of measurement of the Shipment used by Rhenus to determine its volume, i.e. length x width x height.
43. **LDM** – one metre of cargo space measured taking into account the length and width of the cargo space of the Rhenus carrier's vehicle and the dimensions of the most popular carrier of Shipments, i.e. the EURO EPAL pallet with dimensions of 1200 mm x 800 mm; assuming that the standard width of the cargo space of the Rhenus carrier's vehicle is 2.4 m, and a maximum of two EURO EPAL pallets with dimensions of 1200 mm x 800 mm can be placed next to each other, the maximum load capacity of the Rhenus carrier's vehicle cannot exceed 13.6 LDM; one EURO EPAL pallet with dimensions of 1200 mm x 800 mm occupies 0.4 LDM in the cargo space of the Rhenus carrier's vehicle;
44. **Indexation Index** - Rhenus is entitled to change the base transport rates specified in the Offer by an indexation index created on the basis of the increase in the following economic indicators: Fuel, Wages, General Inflation, in the proportions specified below, hereinafter referred to as the "Indexation Index".

The freight forwarder will determine the value of the Indexation Index assuming that the value of the Indexation Index will be determined as follows:

- a. the value of the A – Fuel indicator will constitute 30% of the value of the Indexation Index;
- b. the value of indicator B – Wages, will constitute 35% of the value of the Indexation Index;
- c. value of index C - headline inflation, will constitute 35% of the value of the Indexation Index.

The current value of the Indexation Index and the value of individual economic indicators, as well as their source, will be published by Rhenus on its website <https://www.rhenus.group/pl/pl/rhenus-group/rhenus-w-polsce/rhenus-freight-logistics>.

**The minimum value of the Indexation Index is 3.50%**

45. **Rhenus network warehouse(s)** - means a warehouse facility used by Rhenus or Rhenus' subcontractors to perform Warehousing Services and/or Transport Services.
46. **Price(s) of the Warehouse Service** - means the remuneration agreed by the Parties for the performance of the Warehouse Services by Rhenus.
47. **Warehousing Services** - means all activities such as in particular unloading, loading, receipts, storage, inventory control, order processing, order picking, preparation for shipment, invoicing, assembly, labeling, exchange, warehouse management, information control and other services relating to the Goods, carried out in the Rhenus network Warehouses, separately agreed between the Client and Rhenus, which are not related to the performance of the Transportation Service or any instructions relating to the carriage of the Goods.

## § 2 Scope of application of the Regulations

1. GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES by Rhenus Freight Logistics sp. z o. o., hereinafter referred to as the "**Regulations**", constitute an integral part of each agreement concluded by Rhenus Freight Logistics sp. z o. o. with its registered office in Warsaw, Puławska 99 (02-595 Warsaw), entered into the register of entrepreneurs kept by the District Court for the m.st of Warsaw, XIII Commercial Division of the National Court Register under KRS number 0000940538, NIP 5213951377, REGON 520852396, share capital: PLN 5,000,000, hereinafter referred to as "**Rhenus**", regardless of the provisions to the contrary.
2. The provisions of the Terms and Conditions do not apply to contracts concluded with consumers.
3. The Regulations are applied in relations between:
  - a. the Principal and Rhenus – regardless of how the Principal concluded the Agreement with Rhenus,
  - b. Rhenus and the Recipients, Senders, Principals and other entities that have been included by the Principal in the process of performance of the Agreement. The Principal is liable for the actions and omissions of such entities, as for its own actions and omissions.
4. We apply the Terms and Conditions to determine Rhenus' liability, regardless of its basis (contract or tort).
5. The Terms and Conditions shall be applied in each case of the provision of services by Rhenus, also in the case of concluding the Agreement in a manner other than described in the Terms and Conditions. The Terms and Conditions also apply to the Framework Agreements concluded with the Customer, on the basis of which we conclude individual Agreements with the Customer for individual Shipments.
6. By concluding the Agreement, the Principal agrees to perform the Service in accordance with the agreed Terms, Regulations and Laws.
7. To the extent not regulated by the provisions of the Agreement and the Terms and Conditions, Rhenus applies the Transport Law, the CMR Convention, the Civil Code and the relevant provisions of the Polish law.
8. If there are any discrepancies between the Agreement and the Terms and Conditions, Rhenus applies the Agreement in the first place.
9. The Terms and Conditions and Appendices are not an offer referred to in the provisions of law<sup>1</sup>. Rhenus does not apply the provisions on the offer in electronic form to conclude the Agreements<sup>2</sup>.
10. If any of the provisions of the Terms and Conditions is found to be invalid or ineffective, the remaining part of the Terms and Conditions shall remain in force. In place of provisions found to be invalid or ineffective, Rhenus shall apply the relevant provisions of law.
11. Rhenus reserves the right to change the Terms and Conditions at any time. It may also repeal them and issue new general terms and conditions of service in their place. This may occur primarily when the scope or organization of the services provided changes due to changes in the market of forwarding, transport and logistics services, changes in the law, etc.
12. Any deviation from the rules of cooperation set out in the Terms and Conditions must be mutually agreed in Writing.
13. Changes made by Rhenus to the materials that it publishes on the company's website or in RHENUS PL-24, such as:
  - a. forwarding/transport order forms, complaint submission forms,
  - b. information on fuel correction, currency surcharge, road allowance,
  - c. information on insurance in transport (cargo insurance),
  - d. price lists and tables of additional fees, corrections or allowances.
14. The Terms and Conditions and their subsequent amendments are available on the website <https://www.rhenus.group/pl/pl/rhenus-group/rhenus-w-polsce/rhenus-freight-logistics/> and in the branches of Rhenus Freight Logistics Sp. z o.o.
15. The Terms and Conditions come into force on 01.07.2024 and replace the General Terms and Conditions of Service by Rhenus Freight Logistics Sp. z o.o. of 31.12.2021, which are repealed. Even if in our offer, Order submitted by the

<sup>1</sup> Article 66 § 1 of the Civil Code

<sup>2</sup> Article 661 §§ 1–3 of the Civil Code.

Customer or other document there is a reference to the General Terms and Conditions of Service by Rhenus Freight Logistics Sp. z o.o., as of 01.07.2024 they are replaced by the General Terms and Conditions of Service.

16. Any standard contracts of the Client do not apply to the Agreement that Rhenus has with the Principal.

### § 3 Types of services

1. Rhenus provides services for entrepreneurs in connection with their business activity.
2. Rhenus provides services only with prior written confirmation of the possibility of their performance, i.e. it organizes the transport, shipment or collection of Shipments in domestic and international road transport and the storage of goods/shipments.
3. Our services may be related to all or part of the transportation process of a particular Shipment.
4. The scope of services provided is specified in each case in the Agreement. As part of the services provided by Rhenus, we may in particular take the following actions:
  - a. we plan transport,
  - b. we select carriers and conclude transport contracts with them,
  - c. we deal with transshipment and handling of Shipments in our terminals (which may also include storage, packing, packaging, etc.),
  - d. we contact carriers,
  - e. we provide warehousing services,
  - f. we take care of securing the Customer's rights towards carriers, forwarders, subcontractors,
  - g. we administer the necessary documents,
  - h. we provide additional services specified in the Agreement,
  - i. We provide customs services as part of the services of a customs agency.
5. Customs agency services are provided by an authorized entity from the Rhenus Group.
6. **Rhenus does not provide the following services:**
  - a. concerning goods and things the possession, transport or storage of which is prohibited by law, as well as goods and things listed in § 4 of the Exemptions and Appendix No. 4 "Excluded and special goods" and Appendix No. 5 "Fire hazardous materials excluded from storage",
  - b. for consumers, i.e. natural persons who do not conduct business activity and natural persons who commission forwarding services not related to their business activity.
7. Rhenus provides services in relation to all types of goods, except for the Excluded Goods and the goods specified in § 4 of these Terms and Conditions.

### § 4 Excluded and Special Goods

1. Rhenus does not provide services in the field of:
  - a. improperly packaged shipments, inadequately secured for transport,
  - b. postal shipments,
  - c. documents and written correspondence within the meaning of the law,
  - d. personal property,
  - e. live animals, human and animal remains,
  - f. weapons and ammunition,
  - g. valuable shipments, in particular: values and cash, identification marks, securities, jewelry, works of art, antiques, numismatics, collector's collections, etc.,
  - h. shipments that require separate permits, concessions or their carriage is prohibited by law,
  - i. consignments which, due to their properties, may pose a threat to the health or life of people or animals in contact with them or may damage other goods or any means of transport or tools used to handle them, except for consignments containing dangerous goods according to the ADR Agreement being the subject of forwarding in accordance with the provisions contained in § 12 of these Terms and Conditions,
  - j. strategic goods within the meaning of the Act of 29 November 2000 on Foreign Trade in Goods, Technologies and Services of Strategic Importance for National Security, as well as for the Maintenance of International Peace and Security, as amended.
  - k. narcotic drugs and psychotropic substances, in particular drugs, substitutes and drugs or preparations requiring special conditions of transport;
  - l. dual-use goods, strategic goods and armaments;
  - m. architectural models;
  - n. goods of special value, in particular value and cash, jewellery, precious metals, precious and semi-precious stones, identification marks, securities, works of art, including sculptures, paintings and artistic installations, regardless of their artistic value, antiques, objects manufactured before 1945, objects stylised as antiques, numismatic items, collector's collections;
  - o. goods which, due to their properties, may pose a threat to the health or life of people or animals in contact with them or may damage other shipments or the vehicle of the Rhenus carrier or the tools used to handle them, except for shipments containing Dangerous Goods, the transport or storage of which is organized in accordance with the provisions of the Regulations;

- p. consignments containing other goods, the carriage of which is prohibited under applicable law;
    - q. shipments prohibited by law.
2. Rhenus does not accept for forwarding, unless the Forwarding Agreement provides otherwise:
  - a. consignments containing chemically and biologically active goods, except for consignments containing dangerous goods according to the ADR Agreement which are the subject of forwarding in accordance with the provisions contained in § 18 of these Regulations,
  - b. consignments constituting a design, production matrix or prototype of any device, machine or other industrial product,
  - c. shipments requiring specialized equipment for their handling,
  - d. consignments containing or being perishable products (including those requiring controlled temperature during transport)
  - e. Freight consignments whose physical and chemical properties change over time and therefore require specific transport requirements;
  - f. with exceptions.
3. In the event of sending a consignment excluded from forwarding/transport – in accordance with the catalogue from paragraphs 1 and 2 of this paragraph or inconsistent with the declared content of the consignment, the Customer is obliged to repair the resulting damage in the full amount – including situations related to environmental contamination. Rhenus is not responsible for any damage, loss or loss of such shipments.
4. In the situations specified in the above paragraphs, it is presumed that the Customer is at fault for sending the consignment excluded from forwarding.
5. Rhenus provides services only with prior written confirmation of the possibility of their performance in the field of:
  - a. Shipments containing chemical and biologically active goods, except for Shipments containing Dangerous Goods, the transport of which is organized in accordance with the provisions of the Regulations;
  - b. shipments whose boundary parameters exceed the parameters specified in the Terms and Conditions;
  - c. customs shipments requiring the sealing of the Rhenus carrier's vehicle;
  - d. consignments of telephones, electronic or high-tech devices, excise goods, including alcohol and tobacco, plants, animal products or feed;
  - e. shipments whose value exceeds PLN 50,000;
  - f. parcels with delivery on Saturday;
  - g. shipments of which are a pattern, production matrix or prototype of any device, machine or other industrial product, architectural or construction design;
  - h. shipments requiring specialized equipment to handle them;
  - i. consignments containing or being perishable products, i.e. whose physical and chemical properties change over time and therefore require specific conditions of transport, handling or storage;
  - j. shipments of furniture in a folded or partially assembled state;
  - k. shipments containing car parts, parts of other machines or mechanical devices that are not included in the factory packaging;
  - l. consignments that require separate permits, concessions or other administrative decisions;
  - m. consignments of goods covered by the road monitoring system referred to in the Act on the Monitoring System for the Road Carriage of Goods or subject to another notification (the so-called SENT);
  - n. Shipments requiring delivery to private individuals (B2C).

## **§ 5 General terms and conditions of receiving Shipments and providing services**

1. The Customer (Sender) is obliged to prepare and release the Shipment in a condition that allows for its proper handling, including transport and delivery without loss, loss or damage.
2. As part of the obligation from the previous point, the Customer is obliged to ensure that the packaging of the Shipment is in accordance with the law and that:
  - a. is appropriate to the type and characteristics of the Shipment, as well as the manner of its handling and transportation,
  - b. protects the Parcel against external factors, leakage of its contents to the outside and causing damage to property or person,
  - c. prevents access to the contents of the Shipment without its visible violation,
  - d. contains only substances that are harmless to human life and health and to the environment,
  - e. is clearly marked, in a visible place, with information about: the name and address of the Sender and the name and address of the Recipient, the number of loading units (e.g. pallets) covered by the Shipment, the content and characteristics of the goods and items covered by the Shipment and the manner of handling the Shipment,
  - f. The packaging of each loading unit met the requirements of the Packaging Standards.
3. If Special Requirements apply to the goods or Shipment, the Customer is obliged to inform Rhenus of them. In addition, depending on the circumstances of a given case, the Customer is obliged to: meet the conditions and requirements resulting from the Specific Requirements, prepare the goods and the Shipment taking them into account and provide Rhenus with the necessary documents. If Rhenus deems it necessary to perform the services or if Rhenus requests it from a state authority, the Principal is also obliged to supplement the information regarding the Specific Requirements accordingly and to further cooperate in order to meet them.

4. In any case, the Customer is obliged to prepare the Shipment in such a way that its weight does not lead to exceeding the permissible total weight or permissible load capacity of the vehicle.
5. Rhenus provides services in accordance with the concluded Agreement. Rhenus is guided by the principles of due diligence in performing them.
6. In order to provide services, Rhenus concludes transport contracts with carriers. It may also delegate the performance of the entrusted forwarding services, in whole or in part, to other entities of the Rhenus Group or other entities, if it deems it necessary or helpful for the performance of the Agreement. This does not require notifying the Principal or obtaining his consent.
7. The Principal may make changes to the content of the Agreement concluded with Rhenus, including the scope, manner, subject of the services or other circumstances indicated in the Order, after obtaining Rhenus' consent. The introduced changes to the Agreement may result in a change in the amount of Rhenus' remuneration.
8. In providing services, Rhenus is guided by the good of the Consignment. Therefore, if for reasons not attributable to Rhenus, there are disruptions or obstacles in the performance of the services or if the Principal does not provide Rhenus with complete and sufficient information regarding the manner of performing the services, Rhenus may change the manner of performance of the Agreement without the consent of the Principal (at the expense and risk of the Principal). Rhenus will inform the Principal about the need to change the method of performance of the Agreement, as far as possible.
9. Rhenus is not obliged to follow any instructions, instructions or instructions that are inconsistent with the content of the Agreement or the Terms and Conditions.
10. The shipment is loaded by the sender and unloaded by the recipient. Rhenus is not responsible for the Loading and Unloading of the Shipment, unless the individual terms of the offer/contract provide otherwise.
11. Due to the complex nature and organization of the provision of forwarding/transport services, Rhenus does not undertake to perform individual services or their stages within a specified period of time or to ensure delivery of the Shipment within a specified period, unless Rhenus has expressly accepted such an obligation in the Agreement concluded with the Customer in Writing. If the Client indicates the deadline in the Forwarding Order or in the Agreement concluded with Rhenus without observing the Written Form, such a deadline is treated only as indicative.
12. Both Rhenus and the parties engaged by Rhenus in the performance of the Contract can verify that the Shipment and the accompanying documents are in conformity with the Contract or the Order and that they have been prepared correctly and completely. If irregularities are found, Rhenus may refuse to accept the Shipment.
13. In the event of any impediments to the performance of the Agreement, Rhenus shall request the Principal for enforceable instructions on how to proceed, which it shall provide to Rhenus as soon as possible.
14. Rhenus is not responsible for the consequences of any indications, instructions and instructions that the Customer will provide not to Rhenus, but directly to other entities involved in the performance of services or in the handling of the Shipment.
15. At the request of the Client, Rhenus will provide available information regarding the status, stage and progress of the services and the Agreement.
16. The Principal is obliged to indemnify Rhenus from claims and liabilities if Rhenus incurs obligations in connection with the performance of the Agreement or in order to perform it, or a claim is filed against Rhenus in connection with the Agreement.

## **§ 6 Right of lien**

1. By operation of law, Rhenus has a statutory right of lien on the Consignment. Rhenus may use the right of lien to secure claims for payment by the Principal of remuneration, costs and expenses and any other receivables to which Rhenus is entitled under the currently performed Agreement and all previous Agreements.
2. Any costs incurred in connection with the exercise of Rhenus' statutory lien right shall be charged to the Consignment and shall be added to the amounts secured by the lien. In particular: storage, handling, security and transport costs.
3. If any third parties submit claims to Rhenus in connection with a Shipment on which Rhenus has a statutory lien, the Client shall indemnify Rhenus against such third parties and redress the damages suffered by Rhenus in connection with such claims. Rhenus shall not be liable for any damage arising in connection with Rhenus' exercise of its statutory right of lien on the Shipment.

## **§ 7 Specific conditions for accepting Shipments and providing services**

1. Transport Orders should be placed in advance, according to the following scheme:
  - a. Freight Orders for the Domestic Transportation Service:
    - by 11:00 a.m. on the Business Day on which the Shipment is to be loaded and released for transport at the place of loading – if the place of loading of the Shipment is within the jurisdiction of the Carrier's branch to which the Freight Order has been placed;
    - by 3:00 p.m. on the Business Day preceding the Business Day on which the Shipment is to be loaded and released for transport at the place of loading – in other cases.
  - b. Freight Orders for International Transportation Service:

- Freight Order for the import of a Shipment from abroad to Polish (import order): by 2:00 p.m. on the Business Day preceding the Business Day on which the Shipment is to be loaded and released for carriage at the place of loading (or up to 3 days before the planned loading date in the case of IGR shipments);
  - Freight Order for the export of a Shipment from Poland abroad (export order):
    - I. by 10:00 a.m. on the Business Day on which the Shipment is to be loaded and released for transport at the place of loading – if the place of loading of the Shipment is within the jurisdiction of the Carrier's branch to which the Transport Order has been placed;
    - II. by 2:00 p.m. on the Business Day preceding the Business Day on which the Shipment is to be loaded and released for transport at the place of loading – in other cases.
  - Freight Order for the transport of the Shipment outside of Polish: by 2:00 p.m. on the Business Day preceding the Business Day on which the Shipment is to be loaded and released for transport at the place of loading.
- c. The Freight Order for the Domestic Transportation of Monitored Goods Service and the International Transportation of Monitored Goods Service for the export of the Shipment from Poland abroad should be submitted by 10:00 a.m. on the Business Day on which the Shipment is to be loaded and released for transport at the place of loading – if the place of loading of the Shipment is within the jurisdiction of the Carrier's branch, to which the Freight Order has been placed
2. Transport Orders placed after the deadlines specified in point 1 shall be treated as submitted on the next Business Day.

## § 8 Warehousing services

1. Rhenus is also a logistics operator that provides professional Warehousing Services in relation to the Customers' Goods.
2. All Goods stored in Rhenus warehouses remain the property of the Customer. Rhenus offers insurance of the Client's Goods under its own property insurance policy against all risks in the amount corresponding to the maximum value of the Goods stored in Rhenus warehouses. If Rhenus does not use the insurance of the Goods, the Client is obliged to have a property insurance policy against all risks in the amount corresponding to the maximum value of the Goods stored in Rhenus warehouses. The Client is obliged to provide Rhenus with a certificate confirming such insurance and the General Terms and Conditions of Insurance.
3. In the case of the first delivery of the Goods to the Rhenus network Warehouse, the Client is obliged to provide Rhenus with all logistic data of the Goods, such as the structure of packaging, storage conditions, indexes and trade names of the Goods and additional information necessary for the proper performance of the Services.
4. Orders with a 24-hour execution date must be submitted to Rhenus by 2:00 p.m. on the day preceding the execution of the Order. Rhenus reserves the right to treat Orders sent after 2:00 p.m. as Orders sent on the following day.
5. By 4:00 p.m., the Client is obliged to send to Rhenus a summary of all Order numbers sent on a given day. Rhenus will confirm the compliance of the sent list with the received Orders.
6. Deliveries of Goods to Rhenus warehouses are accepted from 8:00 a.m. to 4:00 p.m. from Monday to Friday. Rhenus reserves the right to postpone unloading to the next day if the car arrives after 16:00.
7. The Client is responsible for the proper marking and packaging of the Goods delivered to the Rhenus network Warehouses.
8. Deliveries of goods are accepted on EUR pallets or on other certified pallets, in accordance with the PN-M-78216 (UIC 435-2) standard.
9. In the case of container deliveries (delivery of bulk goods), the goods are unloaded and palletized on EUR pallets for an additional fee.
10. If the Agreement between the Customer and Rhenus includes the management of the Customer's pallets, the settlement of EUR pallets with the Customer is carried out on a monthly basis according to the following formula:  $\text{Balance} = (\text{pallets accepted from the Customer} - \text{pallets released from the warehouse} + \text{pallets collected from customers})$ . The balance with the customer is reduced by the pallet wear factor, which is 14.3% and is calculated on the number of pallets collected from recipients. Detailed rules for trading in EUR pallets may be specified between the Parties in a separate agreement.
11. Rhenus is not responsible for pallets not returned by recipients upon delivery and for the collection of pallets from the collection of Goods.
12. Unless otherwise agreed by Rhenus and the Client, the Goods are stored in storage racks or in stacks depending on the type of Goods. The standard conditions for storing the Goods are between 5 and 30 degrees Celsius
13. Rhenus warehouses operate on statutory working days at fixed hours. If it is necessary to provide services outside of standard working hours and on public holidays, Rhenus will charge an additional fee agreed with the Client.
14. If the Customer uses the services of an entity other than Rhenus for deliveries and collections, the administrative costs incurred by Rhenus in this respect related to, m.in others, IT and documentation services, etc. charge the Client.
15. Rhenus may move the Goods stored on the Client's behalf to another location that is reasonably distant from the current warehouse. If Rhenus transfers the Goods on its own initiative, Rhenus cannot charge Customer for the costs associated with such transfer.
16. Rhenus will be obliged to comply with the obligations set out in the Offer or in the Agreement and regarding the quality of the Warehouse Services provided or the timeliness of their provision, provided that the daily fluctuations in the Client's activity are within the range of +/- 15% of the average daily demand for personnel, equipment, warehouse



space specified in the Offer or in the Agreement. In the event of going beyond the above-mentioned levels, both Parties undertake to find an acceptable solution both in terms of organization and finance.

17. Rhenus does not provide warehousing services for the Goods specified in § 18 section 3 of these Terms and Conditions

### **§ 9 Special conditions for the provision of the Downloadable Service**

1. **The collection service applies only to Domestic Groupage Transport and requires the fulfillment of formalities on the part of the Customer before launching the service.**
2. The Customer undertakes that the Recipient will issue the deducted cash on delivery amount to Rhenus without the need to give change.
3. If the Recipient does not or does not release the deducted cash on delivery amount or offers payment in any other way, in particular by debit card, credit card or contactless payment, Rhenus reserves the right to refuse to release the Shipment to the Recipient and the Customer undertakes to pay the remuneration and the Additional Fee for the performance of the service consisting in the return of the Shipment to the Sender. At the same time, Rhenus retains the right to remuneration for the Download.
4. In the event of refusal to accept a part of the Shipment by the Recipient and refusal to release the entire cash on delivery amount by the Recipient, Rhenus reserves the right to refuse to release the Shipment to the Recipient in its entirety, and the Customer undertakes to pay the remuneration and the Additional Fee for the performance of the forwarding service consisting in the return of the Shipment to the Sender. At the same time, Rhenus retains the right to remuneration for the Download.
5. The Customer has the right to resign from the Cash On Delivery Service or change the Cash On Delivery amount after the commencement of the service, but only within a period enabling Rhenus to cancel the Cash On Delivery Service or change the Cash On Delivery amount. The Principal must inform Rhenus of the cancellation of the Collection Service or the change of the Collection amount in writing, document, electronic or by e-mail to the e-mail address of the Contact Person on the part of Rhenus.
6. Resignation from the Collection Service does not release the Ordering Party from the obligation to pay the remuneration for the Collection Service.
7. Rhenus' responsibility for the entrusted cash on delivery amount begins from the moment Rhenus confirms the collection of the cash on delivery amount until the moment when Rhenus' bank account is debited with the cash on delivery amount for the purpose of providing the Cash on Delivery Service.

### **§ 10 Remuneration, valuation of services**

1. Rhenus is entitled to remuneration and reimbursement of costs and expenses related to the provision of these services from the Principal for the services provided by Rhenus. Not all costs and expenses are directly foreseen by Rhenus in the Agreement and the Terms and Conditions. However, if Rhenus or an entity engaged by Rhenus has incurred them in order to perform the Agreement, Rhenus may demand their return from the Principal.  
For example: additional transport fee, storage costs, demurrage fees, customs duties, fees related to sanitary or quality inspection, other administrative fees.  
The Principal is also obliged to cover the costs or additional fees incurred in connection with the payment of remuneration or reimbursement of costs and expenses in a foreign currency or by making transfers from an account in a foreign bank.
2. The remuneration as well as the costs and expenses specified in the Agreement relate to services the subject of which is the Shipment indicated in the Agreement. They have been established under the assumption of typical and uninterrupted conditions for the provision of services. The remuneration as well as the costs and expenses specified in the Agreement may be subject to appropriate changes, in particular in the following cases:
  - a. changes by the Customer in the scope or manner of providing services or changes in the Shipment,
  - b. occurrence, for reasons not attributable to Rhenus, of a change in the terms of service provision or disruptions in the service provision process,
  - c. changes in costs and expenses related to the provision of services or introduction of new costs and expenses, including fees and charges under public law.
3. If Rhenus or an entity engaged by Rhenus performs additional services or activities not provided for in the Agreement, the Principal is obliged to pay Rhenus additional remuneration. This applies both to such additional services or activities that Rhenus has previously agreed with the Principal and those which, despite the lack of prior agreement with the Customer, Rhenus had to undertake in order to properly perform the Contract or to secure the Shipment or the rights and interests of the Customer or Rhenus.
4. The additional remuneration as well as the costs and expenses referred to above are due to Rhenus in the amount resulting from the Agreement. However, if their amount is higher than specified in the Agreement or if they are not provided for in the Agreement, the Principal is obliged to:
  - a. payment of additional remuneration for additional services and activities performed independently by Rhenus in the amount corresponding to their current market price,
  - b. reimbursement of costs and expenses incurred in the amount resulting from the evidence presented to the Principal that they were incurred by Rhenus or by entities engaged by Rhenus.

5. Commencement of the performance of the Agreement may be made conditional on the prior payment by the Principal of the remuneration to which Rhenus is entitled and the amounts corresponding to the planned costs and expenses related to the performance of the Agreement. Also during the performance of the Agreement, Rhenus may request the Customer to pay on the first demand, no later than within 7 days, the amounts due towards remuneration or costs and expenses, or release Rhenus from liability for the payment of costs and expenses, by paying them directly to the authorized carrier, freight forwarder or other entity.
6. If the amount of remuneration or the amount of costs or expenses is specified in a foreign currency, the conversion of this amount is based on the sales rate of the given currency in the Bank whose services are currently used by Rhenus, published on the date of loading the Shipment or on the date of issuing a VAT invoice by Rhenus – depending on which of these events occurs first.  
Please note that this applies to the case when the invoice is issued in PLN and the remuneration is specified in the Agreement in a foreign currency. If, on the other hand, the remuneration included in the invoice is specified in a foreign currency, the tax due is determined in PLN, in accordance with the relevant regulations, i.e. the value of the tax is converted into PLN according to the average exchange rate of a given foreign currency announced by the National Bank of Poland on the last business day preceding the date of completion of the service. If Rhenus issues an advance invoice to the Principal (before the service is performed), the tax is converted at the average exchange rate of the given foreign currency announced by the National Bank of Poland on the last business day preceding the date of issuance of the advance invoice.
7. The deadline for payment of receivables to Rhenus is 14 days from the date of issuance of the invoice or accounting note.
8. The payment date is the date on which the funds are credited to Rhenus' bank account.
9. The Principal may set off its receivables against Rhenus against the receivables of Rhenus against the Principal only if the Principal has previously obtained Rhenus' consent in Writing. Rhenus may set off Rhenus' receivables against the Receivables of the Order if they arise from a different or the same legal relationship. By the same legal relationship we mean Orders placed on the basis of a framework agreement, Rhenus offer or Terms and Conditions.
10. Rhenus may require the Principal to establish security for the payment of receivables for the provision of services. For example, in the form of a bank guarantee, a third-party surety, a blank promissory note.
11. If the Client appoints a third party as the payer of Rhenus' receivables for the provision of services, the Client shall be jointly and severally liable with this third party for the payment. Designation of a third party as the payer does not release the Principal from the obligation to pay.
12. If the Principal is late in paying some or all of any receivables due to Rhenus, Rhenus shall be entitled to:
  - a. suspend the provision of services to the Principal (all services, not only those to which the arrears relate),
  - b. suspend the acceptance of further Orders from the Principal and the conclusion of further Agreements with the Principal,
  - c. The suspension may last until the Principal settles all due and overdue receivables,
  - d. termination of the Agreement without notice, with immediate effect, due to the fault of the Principal.
13. If, in connection with the performance of the Agreement, Rhenus pays its own funds, Rhenus is entitled to a lecture commission on the amount paid, in accordance with the Table of Additional Fees.
14. By concluding the Agreement with Rhenus, the Principal agrees to receive a request for payment, a reminder or information about the upcoming payment deadline to the e-mail address indicated by the Principal or used when sending the Order or in communication with Rhenus.
15. There are many external factors that affect Rhenus' salary, so Rhenus is entitled to a fuel adjustment, currency adjustment and currency surcharge (CAF), road allowance and seasonal allowance. These are normal elements of remuneration and their use does not constitute an amendment to the Agreement, and does not require additional consent of the Principal.
16. The price for services provided by Rhenus is determined on the basis of the current Rhenus price lists within the types of services:
  - a. domestic parcel,
  - b. international parcel,
  - c. domestic forwarding of groupage cargo,
  - d. domestic forwarding of non-standard groupage cargo,
  - e. domestic forwarding of partial loads,
  - f. domestic full truck load forwarding,
  - g. international forwarding of groupage cargo,
  - h. international forwarding of partial loads,
  - i. international full truck load forwarding,
  - j. warehouse logistics,
  - k. additional services – according to the current Price List of Additional Services.Changes in the prices of services are allowed only on the basis of individual arrangements with Rhenus.
17. The valuation of Rhenus' remuneration for the service is generally based on two parameters:
  - a. weight (actual or converted)
  - b. and the distance between the place of origin and the place of delivery, according to the electronic charts used by Rhenus.
18. The weight of the shipment is determined:

- a. on the basis of its actual weight,
  - b. on the basis of the conversion weight determined according to the applicable Rhenus conversion rates.
19. To determine the price for the service, the higher of the parameters indicated in section 17 and section 18 above is always used.
20. The conversion weight is determined on the basis of:
- a. volume [conversion weight: in this case it is the volume of the consignment determined in [m<sup>3</sup>] multiplied by the conversion rate applicable in Rhenus],
  - b. length [conversion weight: the length of the consignment determined in meters [m] multiplied by the Rhenus conversion rate]. The conversion weight is determined on the basis of the length for shipments with a length of more than 2.4 m,
  - c. occupied cargo area of the car [conversion weight: understood as a separate loading area: m of the required length of the car in its full height and the width of the cargo box multiplied by the conversion rate applicable in Rhenus].
21. The value of the conversion rates used is specified in the applicable Rhenus Price Lists.
22. Unless otherwise agreed by the parties, if an individual price list for the Customer is agreed in the Agreement for forwarding/transport/warehousing services, but the shipments exceed the boundary parameters specified in the Agreement, Rhenus' remuneration for the performance of the service is calculated in accordance with the Basic Price Lists described in these Terms and Conditions.
23. If the Customer makes additional instructions regarding the shipment or changes the existing order, Rhenus charges additional fees and adds the prices resulting from the relevant Price Lists to the invoice.
24. Starting from 2025, as of 1 March each year, Rhenus Freight Logistics Sp. z o.o. is entitled to change the base transport rates specified in the Offer.
25. If Rhenus uses the factoring service, the Principal accepts the obligations for the benefit of the factor as the Debtor.

## **§ 11 Fuel Adjustment, Foreign Exchange Surcharge (CAF), Road Allowance, Seasonal Allowance**

1. We adjust Rhenus' remuneration in accordance with the fuel adjustment. Its application is justified by significant fluctuations in market prices of fuels, which are the basic component of the costs of providing services.
2. In the event of a strengthening of the exchange rate of the Polish zloty, Rhenus applies a currency adjustment in the form of a foreign exchange surcharge (CAF).
3. The road allowance to the remuneration is applied by Rhenus in connection with the introduction of mandatory tolls for the use of motorways, expressways and national roads by the applicable law and the gradual extension of the scope of this obligation to subsequent road sections.
4. The rules for calculating the fuel surcharge, currency surcharge and road allowance applicable in a given month are published by Rhenus on the website of the <https://www.rhenus.group/pl/pl/rhenus-group/rhenus-w-polsce/rhenus-freight-logistics/>
5. At selected times of the year, Rhenus introduces a seasonal supplement. Current information on the value of the additive and the periods of occurrence of Rhenus is published on the website [of https://www.rhenus.group/pl/pl/rhenus-group/rhenus-w-polsce/rhenus-freight-logistics](https://www.rhenus.group/pl/pl/rhenus-group/rhenus-w-polsce/rhenus-freight-logistics)

## **§ 12 Liability of Rhenus Freight Logistics**

1. Rhenus Freight Logistics shall be liable for non-performance or improper performance of the service only on the terms set out in the Transport Law, the CMR Convention and the Civil Code, unless these Terms and Conditions provide otherwise.
2. In the scope of services other than domestic transport services, Rhenus' liability will be determined in accordance with the CMR Convention.
3. In any case, Rhenus' liability is limited to actual damage up to the value specified in the applicable Laws, without lost profits or indirect damages, regardless of whether the claim for damages is based on contract or tort, except in cases where mandatory law provides otherwise.
4. Rhenus is not responsible for contractual penalties charged by the Principal's contractors, which may result, for example, from agreements between the Principal and an external entity.
5. Rhenus is responsible for the consignment, to the extent specified in the Transport Law and the CMR Convention, from the moment it is accepted for transport until it is handed over to the authorized Consignee, and if it is not possible to hand it over, it presents the consignment to the Customer.  
Rhenus is responsible for carriers, freight forwarders and other entities that it uses or entrusts in whole or in part with the performance of services, unless it is not at fault in their selection. If it is liable for a carrier or freight forwarder or for another entity, it cannot be broader than the liability of this entity.
6. Rhenus is liable for damage to the Shipment, consisting in its loss, deficiency or damage, when two conditions are met jointly:
  - a. the damage occurred in the period from the moment of acceptance of the Shipment by Rhenus to the moment of its release by Rhenus to the carrier, freight forwarder, Customer or a person indicated by the Customer, and moreover,

- b. such damage resulted from culpable non-performance or improper performance of services by Rhenus.
7. Rhenus shall not be liable for non-performance or improper performance of the services and the Agreement and for the resulting damages, and Rhenus cannot be imputed with failure to exercise due diligence, in particular in the following cases and circumstances:
- a. the damage resulted from the characteristics of the Shipment or from the lack of packaging or marking of the Shipment or from incorrect or insufficient packaging or marking of the Shipment, including the failure to apply the Packaging Standards,
  - b. damage caused by circumstances attributable to the Client or third parties for which Rhenus is not responsible, For example: lack of required information or documents; providing insufficient or erroneous information or documents; providing false information about the subject of the Shipment; failure to comply with the Special Requirements or failure to inform Rhenus of the Special Requirements; lack of proper cooperation, including failure to provide the required guidance; failure to comply with the required acts of care (e.g. such as: sealing the transport container, checking the shipment, making the required annotations in the transport documents, etc.); damage caused by access or risk of access by third parties to the Shipment; damage caused by actions of state authorities, e.g. during customs inspections.
  - c. the damage consists in the lack of or damage inside an intact transport container (in particular a container) or inside an intact packaging: unit, collective or inside an intact loading unit of the Shipment (e.g. a pallet/non-palletized carton),
  - d. the damage consists in a loss that does not exceed the limits resulting from the provisions of law or customarily accepted,
  - e. the cause of the damage was Force Majeure or a fortuitous event,
  - f. exercising the statutory right of lien on the Shipment,
  - g. unavailability or lack of space on the means of transport, unavailability or delay in the operation of infrastructure or equipment, unavailability or delay of services provided by external entities (e.g. container terminals), unavailability of storage space, etc.
8. Rhenus shall not be liable for the performance of individual services or their stages within the specified time or for the delivery of the Shipment within the specified time limit – unless in the Agreement concluded with the Customer in Written Form, Rhenus has assumed an obligation to perform individual forwarding services or their stages within the specified time or to deliver the Shipment within the specified period. In such a case, in the event of Rhenus' culpable failure to meet the deadline (delay), Rhenus' liability for the resulting direct loss may not exceed the remuneration provided for in the Agreement for the performance of the service to which the delay relates.
9. The recipient cannot inspect the contents of the shipment before confirming receipt of the shipment unless the packaging has been tampered with.
10. Rhenus has the right of lien on the shipment in accordance with the provisions of the Civil Code regarding the forwarding contract.
11. Rhenus is liable for culpable non-performance or improper performance of the provisions of the Agreement, including culpable non-performance or improper performance of services in accordance with the Terms and Conditions and applicable law.
12. Warehousing Services: Rhenus is liable for damages that result from loss or damage to stored Goods from the moment they are accepted into Rhenus' warehouses until they are handed over to the person authorized to receive them. Rhenus' liability for the Goods entrusted for storage is limited to the value of the stored Goods. Notwithstanding the above provisions, Rhenus shall not be liable for loss, deficiency or damage to the Goods or delay or failure to perform the Warehouse Service resulting from one or more of the following circumstances:
- a. acts or omissions of the Customer, the owner of the Goods or a Third Party acting on their behalf,
  - b. act in accordance with the instructions given to Rhenus by the Customer, the owner of the Goods or a Third Party acting on their behalf,
  - c. improper packaging or marking of the Goods, except for cases where these activities were performed by Rhenus,
  - d. handling, loading, placing or unloading the Goods by the Client, the owner of the Goods or third parties acting on their behalf,
  - e. hidden defect of the Goods or natural loss of weight or weight or natural deterioration of the Goods not caused by any action on the part of Rhenus,
  - f. riots, civil commotion, strikes, blockades, stoppage or suspension of work for any reason,
  - g. Force Majeure events,
  - h. situations where shortages and damage to the goods already existed in the originally packed and intact collective packaging, provided that immediately after opening the collective packaging and finding the shortages or damages, Rhenus informs the Client in writing, stating details, and the damage is not the result of an act or omission of Rhenus.

### **§ 13 Liability of the Principal**

1. The Principal shall be liable for damages resulting from – even if not attributable – non-performance or improper performance of the Principal's obligations. The Principal shall be liable to Rhenus and to other parties involved in the performance of the Agreement.

2. This includes, for example, damage resulting from the provision of false or insufficient information or documents, failure to comply with or inform Rhenus of Special Requirements, improper preparation of the Shipment/Goods (including improper packaging or labelling).
3. The Customer shall also be liable for any damage caused to Rhenus or any other person by the Shipment/Goods.

## § 14 Complaints

1. Pursuing claims for non-performance or improper performance of services requires the submission of a complaint in writing, document or electronic form by an authorised person in accordance with the Provisions of Law (including the Principal or the Recipient). A complaint made in writing should be submitted to the registered office of Rhenus or one of its Branches to the address disclosed in the register of entrepreneurs, with the annotation "Complaints Department". A complaint made in a document or electronic form should be sent to the following e-mail address: [rfl.reklamacje@rhenus.com](mailto:rfl.reklamacje@rhenus.com), with the subject of the message as the number of the shipment or waybill.
2. The complaint should specify the amount of the claim and include its justification. The complaint should also contain all other information and data required by the Law.
3. You can file a complaint in one of the following ways:

Ways to file a complaint:	When is the complaint delivered?
Fill in the <a href="https://www.rhenus.group/pl/pl/rhenus-group/rhenus-w-polsce/rhenus-freight-logistics">https://www.rhenus.group/pl/pl/rhenus-group/rhenus-w-polsce/rhenus-freight-logistics</a> <a href="#">template of the complaint form available on the Rhenus website</a> together with the required attachments and send it to the following address: 02-595 Warsaw, 99 Puławska Street	On the day of actual delivery of the complaint to the address of Rhenus with acknowledgment of receipt.
Fill in and send the electronic complaint form with the required attachments to the following e-mail address: <a href="mailto:rfl.reklamacje@rhenus.com">rfl.reklamacje@rhenus.com</a> . If you submit a complaint in this way, you agree to receive correspondence regarding the complaint procedure via e-mail, the address of which was indicated in the complaint form.	On the day Rhenus confirms the registration of the complaint via e-mail • If you do not receive an e-mail from us confirming your registration on the next Business Day after you have submitted your complaint to Rhenus, please contact our Customer Service Department.

4. If the Principal wants to pursue claims from Rhenus related to non-performance or improper performance of the Agreement by Rhenus, he should file a complaint on the terms and in the manner described in the Terms and Conditions.
5. Submission by the Customer (Recipient) of an objection as to the condition of the Shipment or the manner of performance of the service in the content of the transport document or the preparation of a damage report does not constitute filing a complaint.
6. It is very important that until the complaint is considered, the Customer (Recipient) secures the Shipment to which the complaint relates and provides access to it to Rhenus or persons indicated by Rhenus. If the Customer does not take care of it, it may result in the complaint not being accepted.
7. Filing a complaint does not release the Principal from the obligation to pay remuneration and other amounts due for services, which remains valid. The principal may not withhold payment or make deductions from Rhenus' receivables.
8. The complaint should include in particular:
  - a. the name of the complainant and its address and contact details;
  - b. title of the complaint with justification;
  - c. subject of the complaint;
  - d. the Shipment identification number assigned by Rhenus, if assigned to the Shipment;
  - e. the amount of the claim;
  - f. gross weight of the entire Shipment or its part, if the damage in the Shipment results from a loss or damage;
  - g. the bank account number of the entitled person to which the compensation amount is to be transferred;
  - h. signature of the entity submitting the complaint.
9. The following documents should be attached to the complaint:
  - a. a copy of the National Consignment Note or the International Consignment Note CMR, if issued;
  - b. a copy of a document confirming the value of the lost, lost or damaged goods being the subject of the Shipment, i.e. confirming the purchase or production prices of the lost, lost or damaged goods being the subject of the Shipment without a margin or other mark-ups or the purchase price of the lost, lost or damaged goods, if it is lower than the purchase or production price without a margin or other mark-ups, in particular original invoices or equivalent accounting documents showing the value of the lost, lost or damaged goods being the subject of the Shipment without margin or other mark-up;
  - c. a damage report, the template of which is attached as Appendix No. 2 to the Regulations;
  - d. complaint submission form, the template of which is attached as Appendix No. 3 to the Terms and Conditions;
  - e. photographs, with the date and time of their taking, confirming the fact of the damage and its scope.
10. If the complainant attaches to the complaint an invoice or other equivalent accounting document, indicating that the purchase price of the lost, lost or damaged goods is lower than the purchase or production price without a margin or other mark-ups, the complainant is also obliged to submit an invoice or other equivalent accounting document containing the purchase or production prices of the lost, lost or damaged goods being the subject of the Shipment without a margin or other mark-ups.

11. Rhenus may also request the Principal to provide the documents (originals or copies certified as true copies by an authorized entity) listed in sections 9 and 10 or additional documents not listed in section 9, if it is necessary for the proper completion of the complaint procedure.
12. A complaint prepared in a document or electronic form should be accompanied by documents in electronic form.
13. Rhenus calls on the Principal to supplement the deficiencies in the complaint or to attach the documents specified in para. 9-11 within 14 days of service of the summons. In such a case, the date of receipt of the supplemented complaint by Rhenus is assumed to be the date of filing the complaint.
14. In the event of failure to supplement the deficiencies in the complaint, failure to provide the documents specified in sections 9-11 or supplementing the deficiencies after the expiry of the deadline specified in section 13, the complaint will be left without consideration.
15. Filing a complaint does not suspend the obligation to pay the remuneration, Additional Remuneration, reimbursement of expenses, costs or other receivables resulting from the performance of the Order or arising in connection with the performance of the Order.
16. Until the end of the complaint procedure, the Customer shall provide Rhenus or its insurer with the opportunity to inspect the Shipment free of charge and to prepare appropriate documentation in order to determine the actual extent of the damage and estimate its actual value. If the Customer does not provide the opportunity to inspect the Shipment, Rhenus will be entitled to consider the complaint as unfounded, without the possibility of re-filing it.
17. Rhenus will process the complaint immediately.
18. The complaint procedure is terminated by a decision of Rhenus accepting the complaint in whole or in part or recognizing the complaint as unfounded.
19. If the complaint has been submitted to Rhenus in writing, in a document or electronically, Rhenus shall notify the complainant of the decision on the complaint in the same form in which the complaint was submitted, provided that Rhenus may notify the complainant of the decision on the complaint in writing, even if the complainant has submitted the complaint in document or electronic form.
20. Rhenus reserves the right to transfer the complaint to the Rhenus insurer, who adjusts the claim. The complaint procedure may not be completed before the Rhenus insurer makes the final decision on the liquidation of the claim which is the subject of the initiated complaint procedure. The entity filing the complaint will inform about the transfer of the case to the Rhenus insurer.
21. The Client undertakes to refrain from charging Rhenus with the amount of compensation until the complaint procedure has been completed and Rhenus or its insurer has issued a decision.
22. In the event of refusal to pay compensation by Rhenus or its insurer, the Client retains the right to take legal action for payment of the compensation amount.
23. Rhenus leaves the Complaint without consideration if it does not meet the requirements set out in the Terms and Conditions.

## § 15 Confidentiality rules

1. The Principal is obliged to:
  - a. keep secret all technical, technological, economic, financial, commercial, legal, organizational and other information concerning Rhenus, received in the course of the Parties' cooperation in the field of forwarding services provided by Rhenus, regardless of the form of transfer of this information and its source, hereinafter referred to as "**Confidential Information**";
  - b. use the obtained Confidential Information only when it is necessary to achieve purposes strictly related to the cooperation of the Parties in the scope of services provided by Rhenus;
  - c. take all steps reasonably necessary to ensure that no entity receiving Confidential Information discloses it in whole or in part to any third party without the prior express consent of Rhenus;
  - d. disclose the Confidential Information only to those Principal's employees, subcontractors, subsidiaries, or other entities used by the Principal to whom disclosure of the Confidential Information is reasonably necessary and necessary;
  - e. disclose the Confidential Information to the entities specified in point 3, which may take place only to the extent necessary;
  - f. not to copy, reproduce or distribute in any way the Confidential Information or parts thereof, except for the purposes necessary to achieve the purposes strictly related to the cooperation of the Parties in the scope of services provided by Rhenus.
2. Confidential Information is not information that:
  - a. are publicly available or officially made public without violating the provisions of the Terms and Conditions;
  - b. have been disclosed on the basis of generally applicable law;
  - c. have been disclosed as a result of a final decision of a court or administrative authorities, to the extent indicated in this decision.
  - d. disclosure of which the party concerned has consented,
  - e. known or made public,
  - f. which, on the basis of applicable law, should be disclosed at the request of competent state authorities or courts,
  - g. disclosure of which is necessary for the redress.

3. The information that we treat as a trade secret in each case includes in particular information that concerns:
  - a. customers, contractors, subcontractors, employees of Rhenus
  - b. the content of the Agreement and any other agreements concluded by Rhenus,
  - c. terms and conditions of employment by Rhenus and other aspects of the personnel policy,
  - d. procedures and organization of the provision of services,
  - e. prices and rates of remuneration and the amount of costs of providing services and costs of business,
  - f. rules of organization and order in force on the premises of Rhenus facilities,
  - g. financial and investment policy and risk management.
 Rhenus does not have to additionally stipulate the confidentiality of this information.
4. Rhenus may provide information that constitutes your Trade Secret to insurers, carriers, subcontractors and legal and business advisors, but only to the extent necessary for the proper performance of services, the Agreement and the pursuit of claims. In addition, all information and data that you make available, including information and data constituting your Business Secret, may be transferred by Rhenus to other companies belonging to the RHENUS Group, in order to optimize the processes of providing services and unify customer service standards – to which you agree.
5. The obligation to maintain the confidentiality of the Trade Secret is binding during the term of the Agreement and for 5 years from its performance or termination.
6. If you breach the confidentiality obligations referred to above, Rhenus may demand payment of a contractual penalty of PLN 100,000 for each case of breach. If the amount of damage suffered by Rhenus in connection with such a breach is higher than the contractual penalty, Rhenus will be able to claim supplementary compensation under general rules.

### § 16 Processing of personal data

In accordance with Article 13(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the 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 (General Data Protection Regulation), Rhenus Freight Logistics sp. z o. o. informs that:

1. The administrator of the Customer's personal data is Rhenus Freight Logistics Sp. z o.o. with its registered office at 99 Puławska Street, 02-595 Warsaw.
2. Compliance with the data protection rules at Rhenus Freight Logistics sp. z o.o. is supervised by the appointed Data Protection Officer, who can be contacted at the following e-mail address: rfl.iodo-pl@rhenus.com.
3. The Principal's personal data will be processed for the following purposes and on the basis of the following legal bases:

Purpose of data processing	Legal basis for data processing
Conclusion and performance of the order/cooperation agreement concluded between the Principal and the Administrator	Article 6(1)(b) of the GDPR (processing is necessary for the performance of a contract to which the data subject is a party)
Handling the complaint process	Article 6(1)(b) of the GDPR (performance of a contract)
	Article 6(1)(c) of the General Data Protection Regulation (legal obligation)
Contacting the Principal in order to survey the level of satisfaction among the administrator's Clients	Article 6(1)(f) of the General Data Protection Regulation (legitimate interest – building a positive image of the company)
Pursuing claims and taking action in connection with the debt collection process	Article 6(1)(f) of the General Data Protection Regulation (legitimate interest – pursuing claims, undertaking debt collection activities)
Direct marketing (sending commercial information), including profiling,	Article 6(1)(f) of the General Data Protection Regulation (legitimate interest – promotion of goods and services offered by the Data Controller)

4. The Principal shall provide Rhenus with the personal data of: Senders (persons acting on behalf of the Senders), Recipients (persons acting on behalf of the Recipients), as well as employees of the Principal and other persons acting on behalf of the Principal, in order to properly perform the obligations under the Contract or the Order.
5. If the Client provides Rhenus with the personal data of its employees or other persons who act on behalf of the Client, the Client is obliged to provide these persons with information about the processing of their personal data by Rhenus.
6. The recipients of the Client's personal data will be companies providing transport and loading services, customs agency, consignment recipients, companies providing services of destruction of documents and their carriers, companies providing services of managing documentation resources and their storage, companies providing legal and tax services and debt collection services, as well as companies providing accounting services.
7. The data that will be provided by the Principal may be provided by:
  - a. carriers, forwarders and subcontractors with whom Rhenus cooperates in the provision of services,
  - b. subcontractors who operate and maintain the ICT systems used by Rhenus,
  - c. companies from the Rhenus Group in the field of providing services,

- d. consulting and audit companies, business intelligence agencies, insurers and law firms with which Rhenus cooperates,
- e. entities that carry out customs proceedings in transit countries and in the destination country.
8. The Customer's personal data may be transferred to third countries (i.e. a country outside the European Economic Area) to which Rhenus Freight Logistics delivers shipments, if the transfer is necessary for the performance of a contract between the Customer and Rhenus Freight Logistics (Article 49(1)(b) of the General Data Protection Regulation).
9. The retention period of the Customer's personal data collected by Rhenus Freight Logistics depends on the purpose for which the data is collected, in accordance with the following criteria:
  - a. period of performance of the cooperation agreement – in the case of data processing for the purpose of concluding and performing an order/cooperation agreement,
  - b. the period necessary to consider the submitted complaint – in the case of data processing in order to handle the complaint process,
  - c. until the dispute is resolved / the parties are settled, taking into account the appropriate limitation periods for claims – in the case of data processing for the purpose of pursuing claims and taking debt collection activities,
  - d. until the Ordering Party objects – in the case of data processing for the purpose of surveying the level of satisfaction among the Administrator's Customers and direct marketing (sending commercial information),
  - e. after the periods indicated in points a) - d) for the time in which the provisions of law require the storage of data or for the period of limitation of possible claims.
10. In connection with the processing of personal data, the Principal has the following rights:
  - a. the right to request the Administrator to access your personal data, rectify it, limit its processing,
  - b. the right to transfer data in the case of data processing for the purpose of concluding and performing a cooperation agreement and handling the complaint process,
  - c. the right to object in the case of data processing for the purpose of surveying the level of satisfaction and direct marketing (sending commercial information), including profiling,
  - d. the right to lodge a complaint with the supervisory authority (the President of the Office for Personal Data Protection) if you believe that the processing of the Principal's personal data violates the provisions of the General Data Protection Regulation.
11. Providing personal data by the Principal is a condition for concluding the contract. The consequence of not providing data is the inability to establish or continue cooperation between the Customer and the Administrator. Providing data for the other purposes indicated in point 3 is voluntary, but necessary for their implementation.
12. By placing a Forwarding Order and concluding a Contract with Rhenus, the Principal declares that the personal data provided by the Client is correct and up-to-date. If this obligation is violated by the Principal and Rhenus is legally obliged to pay any amount due to a breach of data protection regulations, the Principal shall reimburse Rhenus for all costs incurred by Rhenus in this respect.

## **§ 17 Sending commercial information and self-promotion**

1. The Client agrees to receive commercial information from Rhenus by post or electronic means of communication, including e-mail, to the address or addresses used by the Client in business contacts. The Principal agrees to the inclusion of its postal addresses, including e-mail, in the Rhenus database and agrees to the use of these addresses for the purposes of direct marketing of Rhenus products or services.
2. The Customer has the right to revoke the consent to receive commercial information by sending an appropriate written statement to the address of the registered office of Rhenus Freight Logistics:  
Rhenus Freight Logistics sp. z o.o. 99 Puławska Street, 02-595 Warsaw.
3. Rhenus may share that it cooperates with you in the provision of services. This means that Rhenus may quote your name or include your logos and trademarks, for example:
  - a. Rhenus customer lists,
  - b. advertising and information materials,
  - c. presentations and speeches in public places (including if they are broadcast),
  - d. press releases,
  - e. reference documents such as: case study,
  - f. on the Internet, mass media and social media.
4. Rhenus' rights related to self-promotion are territorially unlimited and are vested in Rhenus throughout the term of the Agreement and for 5 years from its performance or termination. By concluding the Agreement with Rhenus, you declare that the rights of Rhenus referred to in this part of the Terms and Conditions do not violate your Trade Secret or the rights of third parties.
5. In addition, by placing an Order and concluding an Agreement with Rhenus, you agree to the use by Rhenus of telecommunications terminal equipment (including telephones, faxes and computers with access to the ICT network) or automatic calling systems for direct marketing purposes<sup>3</sup>.

<sup>3</sup> In accordance with: Articles 172 and 174 of the Act of 16 July 2004 Telecommunications Law.



## § 18 Dangerous goods

1. Rhenus provides services including Dangerous Goods in accordance with the provisions of the Terms and Conditions, subject to the provisions of the Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) made in Geneva on 30.09.1957, with annexes A and B and the Act of 19.08.2011 on the transport of dangerous goods.
2. Rhenus provides services involving Dangerous Goods only after prior written confirmation of their commencement of their implementation. Failure to confirm the commencement of the provision of services is tantamount to refusal to provide services that relate to Dangerous Goods.
3. Rhenus does not provide services related to Dangerous Goods specified in Appendix No. 4 and 5 to the Terms and Conditions.
4. Rhenus provides services covering Liquid Dangerous Goods in IBCs, i.e. in large bulk containers (IBCs), only on the basis of a separate Agreement.
5. The Customer shall be fully responsible for the proper preparation of the Shipment for the provision of services in accordance with the provisions of the Regulations, the provisions of the Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) drawn up in Geneva on 30.09.1957, with Appendices A and B and the Act of 19.08.2011 on the Transport of Dangerous Goods, and in particular the Customer is obliged to ensure appropriate packaging and protection of the goods, i.e.:
  - a. suitable and approved for the transport of a given type of Dangerous Goods;
  - b. with a valid use-by date;
  - c. with the correct degree of filling;
  - d. non-smoking;
  - e. bearing the certification marking required by the provisions of the Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) done at Geneva on 30.09.1957, with Annexes A and B;
  - f. without leaks, damage, cracks, leaks, spills, evaporations, chemical contamination.
6. The Principal shall also be fully responsible for:
  - a. failure to comply with the prohibition of sending Dangerous Goods specified in section 3 and Appendix No. 4 and 5 to the Regulations;
  - b. providing Rhenus with all necessary information and shipping documents and documents accompanying the Shipment (safety instructions, certificates, special statements, etc.);
  - c. affixing the Shipment with the Proof of Shipment together with the ADR Appendix, on the same side of the packaging on which the warning information is located;
  - d. the content and completeness of the shipping documentation accompanying the Shipment, which includes at least the UN number, the correct shipping name of the Dangerous Goods, the packing group, the tunnel restriction code, if applicable, the type/name of the packaging, the number of packages, the total weight or volume within the relevant UN number, and, if necessary, other information, in accordance with the provisions of Section 5.4 of the Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) drawn up in Geneva on 30.09.1957, with Annexes A and B.
7. Failure to provide the above information referred to in section 6 point 4 in the transport documentation shall be considered as the Customer's declaration that the Shipment does not contain Dangerous Goods.
8. In the event of any damage to property, person or the environment caused by the Dangerous Goods for reasons resulting from the Customer's violation of the provisions of the Terms and Conditions, the Customer shall pay compensation to Rhenus for all costs incurred by the Customer, in particular the costs related to:
  - a. criminal sanctions imposed by public authorities;
  - b. damage to other Shipments, means of transport, transshipment terminal;
  - c. complaints regarding delays in the delivery of other Shipments;
  - d. environmental pollution;
  - e. loss of human health or life;
  - f. rescue costs;
  - g. disposal costs.
9. Rhenus may refuse to provide services including Dangerous Goods if the Shipment at the time of dispatch does not meet the requirements set out in the Regulations, Framework Agreement, Offer, Order or Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) drawn up in Geneva on 30.09.1957, with Appendices A and B and the Act of 19.08.2011 on the Carriage of Dangerous Goods, retaining the right to remuneration.
10. Rhenus may also withhold further provision of services that include Dangerous Goods if, during the provision of these services, it is determined that the Shipment does not meet the requirements set out in the Regulations, Framework Agreement, Offer, Order or Agreement for the International Carriage of Dangerous Goods by Road (ADR) made in Geneva on 30.09.1957, with Appendices A and B and the Act of 19.08.2011 on the Transport of Dangerous Goods, while retaining the right to remuneration.
11. In the event of circumstances that may threaten the safety of people, animals, property or the environment, Rhenus may suspend or interrupt the service. Rhenus shall immediately notify the Customer of the occurrence of the circumstances specified in the preceding sentence, who shall be obliged to immediately provide instructions on how to proceed with the Shipment. Lack of such information from the Customer entitles Rhenus to dispose of the Shipment on its own, in accordance with applicable law. Rhenus may continue to provide services only after the circumstances that may endanger the safety of people, animals, property or the environment have been removed.

12. In the event that circumstances that may endanger the safety of people, animals, property or the environment cannot be remedied, the Client authorises Rhenus to unload, dispose of or dispose of the Dangerous Goods, depending on the decisions taken by the relevant public authorities or rescue units, at the Client's expense and risk.
13. The Customer is obliged to provide in the content of the Order the names and surnames and telephone numbers of persons authorized to provide detailed information about the properties of Dangerous Goods.

### **§ 19 Unfair competition and non-competition clause**

1. In order to maintain the principles of fair competition, the Principal is obliged to:
  - a. refrain from behaviour contrary to the law or good morals, the Agreement or the Terms and Conditions,
  - b. not to disclose or use information and data that relate to carriers, forwarders and subcontractors engaged by Rhenus in the performance of services,  
The Principal may use this information if it is necessary for the performance of the Contract.  
On the other hand, Rhenus will consider a situation in which the Customer proposes or commissions, directly or indirectly, the performance of forwarding or transport services to a carrier, forwarder or other subcontractors of Rhenus, bypassing Rhenus, as a breach of this obligation.  
The violation referred to here will also be the Customer's inducing the carrier, forwarder or other subcontractor cooperating with Rhenus to terminate the cooperation with Rhenus.
  - c. not to spread false or misleading information about Rhenus,  
For example, false or misleading information about the people who manage Rhenus or Rhenus' business units; about the services provided, the prices applied, the economic or legal situation of Rhenus.  
This prohibition applies regardless of the forms of communication that the Principal would use to disseminate the information. If Rhenus raises objections to the information that the Principal disseminates about Rhenus, it is the Principal's responsibility to prove that the Principal's claims are true.
  - d. not to disclose to third parties information regarding the terms and status of settlements between Rhenus and the Principal, including the amount of remuneration, payment dates, debt status and other financial information that relate to Rhenus.  
In particular, Rhenus is referring to other Rhenus Companies and carriers, customers, consignors and consignees.
2. If the Principal violates the principles of fair competition referred to above, Rhenus may demand payment of a contractual penalty in the amount of PLN 100,000 for each case of violation. If the amount of damage suffered by Rhenus in connection with such a breach is higher than the contractual penalty, Rhenus will be able to claim supplementary compensation on general terms.

### **§ 20 Anti-corruption**

1. By placing an Order and concluding an Agreement with Rhenus, the Principal declares that:
  - a. does not undertake, or has not undertaken, corrupt activities,  
By such actions, Rhenus means, in particular: proposing, promising and giving financial benefits to domestic and foreign officials or private individuals, in order to speed up the case or to give preferential treatment.
  - b. does not influence Rhenus' decisions in any other way contrary to law or ethics,  
In particular, it concerns attempts to influence Rhenus' decision to conclude the Agreement.
  - c. the source of the remuneration paid to Rhenus is legal and does not come from crime,
  - d. to the best of our knowledge, no proceedings are pending against the Client or its suppliers, agents, contractors or subcontractors in relation to corruption offences.This also applies to employees or representatives of the Principal.

### **§ 21 Code of Conduct for Rhenus Group Business Partners**

1. By placing a Forwarding or Transportation Order and concluding a Contract with Rhenus, the Customer undertakes to act in accordance with the principles of law and ethical standards that the Rhenus Group has set out in the Code of Conduct for Rhenus Group's Business Partners.

### **§ 22 Dispute resolution**

1. In the event that a dispute arises between the Principal and Rhenus regarding the performance of services or the Agreement, Rhenus will endeavour to resolve it jointly through negotiations. However, if no agreement is reached in this way, the competent jurisdiction to settle disputes between Rhenus and the Principal will be the Polish common court in Warsaw, competent for the registered office of Rhenus.

### **§ 23 Additional provisions**

1. For important reasons, Rhenus may terminate the Agreement concluded with the Principal, without notice, with immediate effect. Rhenus considers m.in important reasons to be:

- a. failure by the Principal to meet the payment deadline (delay/delay) of receivables due to Rhenus under the Contract or Agreements that have already been performed by Rhenus,
  - b. occurrence, for reasons beyond the control of Rhenus, of an obstacle to the performance of the Agreement, which suspends the possibility of its performance for more than 30 days,
  - c. failure to provide or provision by the Customer in an insufficient, defective, unreliable or untrue manner, of information or documents necessary for the proper performance of the Agreement, in particular failure to provide or unreliable provision of information about the special nature of the items covered by the Shipment or about the Special Requirements,
  - d. failure to prepare or prepare the Shipment by the Customer in a manner inconsistent with the Agreement, especially when the subject of the Shipment are other items than provided for in the Agreement, the size or other parameters of the Shipment significantly differ from those provided for in the Agreement, the Shipment does not have appropriate packaging or marking necessary for the proper performance of the Agreement or the Customer has not complied with the Specific Requirements,
  - e. occurrence of a change in the terms of service provision or widespread disruptions in their provision for reasons beyond Rhenus' control,
  - f. violation by the Principal of the rules set out in the following sections: Confidential information, Unfair competition and non-competition, Anti-corruption or Code of Conduct for business partners of the Rhenus Group,
  - g. insolvency of the Principal.
2. If the Agreement is terminated, Rhenus is entitled to remuneration for the services rendered until its termination and reimbursement of costs and expenses that we incur until the Shipment is handed over to the Customer. If Rhenus terminates the Agreement for reasons attributable to the Principal, Rhenus is also entitled to compensation for the damage suffered.
  3. If nothing else is stipulated in the Master Agreement, Rhenus may terminate the Framework Agreement with one week's notice.
  4. If the Offer does not state otherwise, Rhenus may cancel the Offer with one week's notice.
  5. If the Offer or the Framework Agreement concluded for a definite period of time expires, but the Principal continues to place Orders and Rhenus continues to accept Orders for execution, the Principal and Rhenus acknowledge that the services will be performed in accordance with the provisions of the expired Offer or Framework Agreement and the Terms and Conditions in force at the time of acceptance of the Order for execution.
  6. If the Principal to whom Rhenus has submitted the Offer has not commissioned Rhenus for any service for the next 30 days, Rhenus shall cancel the Offer without notice or the Offer shall expire if its provisions indicate its validity period. If the Client with whom Rhenus has concluded the Framework Agreement has not commissioned any service to Rhenus for the next 30 days, the Framework Agreement shall be terminated without notice or expire if it has been concluded for a definite period of time.
  7. If the Principal to whom Rhenus has submitted the Offer materially or more than twice violates the provisions of the Terms and Conditions or the Offer, Rhenus shall cancel the Offer without notice or the Offer expires if its provisions indicate its validity period. If the Principal with whom Rhenus has concluded the Framework Agreement materially or more than twice violates the provisions of the Terms and Conditions or the Framework Agreement, the Framework Agreement shall be terminated without notice or expire if it has been concluded for a definite period of time.
  8. In matters not covered by the Terms and Conditions, Framework Agreement, Offer or Order, the provisions of generally applicable law shall apply, in particular the Act of 23 April 1964 Civil Code.
  9. Rhenus assumes all rights and obligations of the carrier, on the terms provided for in the Convention on the Contract for the International Carriage of Goods by Road (CMR) of 19.05.1956, if it provides international transport services.
  10. Submission of an order by the Principal on their own form does not exclude the application of the provisions of the Terms and Conditions, the Standard Price List and the Standard Price List for Additional Services. provisions of the Regulations,
  11. of the Standard Price List and the Standard Price List of Additional Services shall take precedence over the provisions of the order placed on the Principal's form.
  12. In the event of any conflict between the provisions of the Framework Agreement or Offer and the provisions of the Terms and Conditions, the provisions of the Framework Agreement or Offer shall prevail.
  13. In the event of any discrepancies between the provisions of the Standard Price List and the provisions of the Individual Price List, the provisions of the Individual Price List shall prevail.
  14. In the event of any discrepancies between the provisions of the Standard Price List for Additional Services and the provisions of the Individual Price List for Additional Services, the provisions of the Individual Price List for Additional Services shall prevail.
  15. Rhenus may provide services on terms other than those specified in the Terms and Conditions only under the Framework Agreement, which must be concluded in writing, as a result of negotiations and precisely define the scope of the exemption.
  16. If any provision of the Framework Agreement, Offer or Order turns out to be invalid, the Framework Agreement, Offer or Order shall remain in force with respect to the remaining provisions, and the provisions affected by the invalidity shall be replaced by the relevant provisions of the Terms and Conditions.
  17. If any provision of the Terms and Conditions turns out to be invalid, the Terms and Conditions remain in force with respect to the remaining provisions, and the provisions affected by the invalidity are replaced by the relevant provisions of generally applicable law.

18. Any disputes arising from the provision of services by Rhenus on behalf of and for the benefit of the Principal and the concluded Framework Agreement, Offer or Order shall be resolved by the District Court for m.st. Warsaw or a higher court competent for cases within the area of operation of the indicated court.
19. Rhenus reserves the right to change the Terms and Conditions, Price List and Price List of Additional Services. An amendment to the Terms and Conditions, Price List and Price List of Additional Services does not constitute an amendment to the Framework Agreement or Offer and does not require the consent of the Principal.
20. The Principal shall be notified by Rhenus of the amendment to the Terms and Conditions by posting a message about the amendment to the Terms and Conditions on the website of the <https://www.rhenus.group/pl/pl/rhenus-group/rhenus-w-polsce/rhenus-freight-logistics/> or on the page intended for logging in to the account in the Rhenus PL-24 application at least 14 days before the date of entry into force of the amended Terms and Conditions. The amended Terms and Conditions shall be available on the website <https://www.rhenus.group/pl/pl/rhenus-group/rhenus-w-polsce/rhenus-freight-logistics/> at least 14 days prior to the date of their entry into force, in such a way that the Customer may store and reproduce the amended Terms and Conditions in the ordinary course of business.
21. The Principal shall be notified by Rhenus of the change in the Standard Price List or the Standard Price List of Additional Services by posting on the <https://www.rhenus.group/pl/pl/rhenus-group/rhenus-w-polsce/rhenus-freight-logistics/website> or on the page intended for logging in to the account in the Rhenus PL-24 application, a message about the change of the Standard Price List or the Standard Price List of Additional Services at least 14 days before the effective date the revised Standard Price List or Standard Price List for Additional Services. The amended Standard Price List or the amended Standard Price List for Additional Services shall be available on the website <https://www.rhenus.group/pl/pl/rhenus-group/rhenus-w-polsce/rhenus-freight-logistics/> at least 14 days prior to their effective date, in such a way that the Customer may store and reproduce the amended Standard Price List or the amended Standard Price List for Additional Services in the ordinary course of business.
22. The Client shall be notified by Rhenus of any change in the Individual Price List or change in the Individual Price List for Additional Services at least 14 days before the effective date of the amended Individual Price List or the amended Individual Price List for Additional Services. The amended Individual Price List or the amended Individual Price List for Additional Services shall be sent by Rhenus in electronic form to the e-mail address of the Contact Person on the Principal's side, at least 14 days before their entry into force, in such a way that the Client may store and reproduce the amended Individual Price List or the amended Individual Price List for Additional Services in the ordinary course of business.
23. Rhenus is not obliged to notify the Principal of any change in the Terms and Conditions, change in the Standard Price List or change in the Standard Price List of Additional Services if the change in the Terms and Conditions, change in the Standard Price List or change in the Standard Price List of Additional Services concerns only Rhenus registration data or is the result of correction of inaccuracies, clerical or accounting errors, as well as other obvious mistakes.
24. If the Customer does not accept the change to the Terms and Conditions, the Price List or the Price List of Additional Services, the Customer may terminate the Framework Agreement with a 14-day notice period within 14 days from the date of entry into force of the amended Terms and Conditions, the Price List or the Price List of Additional Services.
25. The date of delivery of a letter containing the Rhenus statement is the date of its delivery to the Principal. If the Principal fails to receive the letter containing the Rhenus statement, sent to the address provided to Rhenus or to the address disclosed in the relevant register of entrepreneurs, within 14 days from the moment of the first attempt to deliver (leaving a notice of advice), Rhenus and the Principal shall assume that the letter has been delivered after this time. If the Principal refuses to accept the letter containing the Rhenus declaration of intent, Rhenus and the Principal shall assume that the letter was served on the day of the refusal to accept it.
26. If the Framework Agreement has been concluded in writing, in a document or in electronic form, Rhenus or the Principal may terminate the Framework Agreement by submitting an appropriate declaration of intent in the same form in which the Framework Agreement was concluded, provided that Rhenus or the Principal may terminate the Framework Agreement by submitting an appropriate declaration of intent in writing, even if the Framework Agreement has been concluded in a document or electronic form.
27. If the Principal's statement of acceptance of the Offer has been submitted to Rhenus in writing, document or electronic form, Rhenus shall revoke the Offer in the same form in which the Principal submitted the statement of acceptance, provided that Rhenus may revoke the Offer in writing, even if the Principal has accepted the Offer in document or electronic form.
28. The Terms and Conditions have been drawn up in Polish and English language versions. In the event of discrepancies between the two language versions, the Polish language version shall prevail.
29. All appendices to the Terms and Conditions constitute an integral part thereof.
30. List of attachments to the Regulations:
  - a. Template of Order forms;
  - b. Sample damage report;
  - c. Template of the complaint form;
  - d. List of Dangerous Goods not accepted for transport;
  - e. List of Fire Hazardous Materials excluded from storage.