

**General Terms and Conditions for the Provision of Freight Forwarding Services by Spedimex Sp. z o.o.**

**§ 1**

**The Scope of the General Terms and Conditions for the Provision of Freight Forwarding Services by Spedimex Sp. z o.o.**

1. These General Terms and Conditions for the Provision of Freight Forwarding Services by Spedimex sp. z o.o. ("GTCS") define the principles of domestic and international road freight forwarding services ("freight forwarding services") by Spedimex Sp. z o.o. with its registered office in 95-010 Stryków, Sosnowiec 15 A, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Łódź-Śródmieście in Łódź, 20<sup>th</sup> Department of the National Court Register, under KRS number 0000110889 ("SPEDIMEX"), for the customer of these services.
2. These GTCS apply to each agreement for the provision of freight forwarding services by SPEDIMEX for the customer of these services, unless a separate agreement between SPEDIMEX and the customer of these services provides otherwise.
3. These GTCS constitute an integral part of each agreement for the provision of freight forwarding services by SPEDIMEX for the customer of these services, unless a separate agreement between SPEDIMEX and the customer of forwarding services provides otherwise.
4. In the event of discrepancies between the content of a separate agreement and the content of the GTCS, the provisions of this agreement shall prevail.
5. If any of the provisions of the GTCS turn out to be invalid or ineffective, the remaining provisions of the GTCS shall remain in force, and the generally applicable provisions of law shall apply in place of the invalid provision.

**§ 2**

**Basic definitions**

The basic terms or abbreviations used in these GTCS have the following meaning:

1. **Business days** – days from Monday to Friday, excluding public holidays;
2. **Price list** – a document specifying the conditions for the valuation of fee for the provision of basic freight forwarding services by SPEDIMEX, referred to in paragraph 4 GTCS;
3. **Price List of Fees and Additional Services** – a document specifying the terms of valuation of the Customer's financial liabilities in relation to SPEDIMEX due to improper performance of the Customer's obligations as part of the freight forwarding services provided, e.g. in the case of the inability to collect or deliver the Shipment for reasons beyond the control of SPEDIMEX or other specified in these GTCS and the terms of the valuation of fee for the provision of additional services by SPEDIMEX;
4. **CMR (CMR waybill)** – a shipping document in international traffic between one Consignor and one Consignee. The CMR waybill should contain in particular the following data:
  - a. Consignor's details specifying the company name, full address, telephone number, signature and name and surname of the customer,
  - b. Consignee's details specifying the company name, full address, telephone number and surname of the contact person,
  - c. Shipment's details and properties, specifying the name of the goods, number of items, gross weight, dimensions, volume, as well as specifying the scope of the ordered service and other data needed for the proper performance of the Freight Forwarding Agreement;
5. **Loading activities** – activities related to the Loading of the Shipment and the Unloading of the Shipment;
6. **Domestic Waybill** – a shipping document (e. g. domestic waybill, delivery card, collective national waybill) in domestic traffic between one Consignor and one Consignee. Domestic Waybill should in particular contain the following data:

- a. Consignor's details specifying the company name, full address, telephone number, signature and name and surname of the customer,
  - b. destination and Consignee's details specifying company name, full address, telephone number and surname of the contact person,
  - c. shipment's details and its properties, specifying the name of the goods, number of items, gross weight, dimensions, volume, as well as the scope of the ordered service or freight forwarding services and other details needed for the proper performance of the Freight Forwarding Agreement by SPEDIMEX;
7. **Pallet receipt /Pallet settlement/** – a document accompanying the "pallet return" service, issued by the Consignee in the presence of a SPEDIMEX representative, during the delivery of the Shipment at the place of delivery of the Shipment; it shall contain the Consignee's signature; the Pallet Receipt is the basis for reducing the pallet balances between the Customer and SPEDIMEX;
8. **Consignor** – the entity indicated by the Customer, sending the Shipment in order to perform the freight forwarding service by SPEDIMEX;
9. **Consignee** – the entity indicated by the Customer to whom the Shipment should be delivered and released as part of the freight forwarding service by SPEDIMEX;
10. **Payer** – the Consignor, Consignee or other entity indicated by the Customer, obliged to pay fee or other charges for freight forwarding services provided by SPEDIMEX in the performance of the Freight Forwarding Agreement; in the event of failure to pay the amounts due for freight forwarding services by the Payer to SPEDIMEX on time, the entity that indicated it is obliged to pay these amounts together with interest;
11. **Spedimex portal** – <http://trace.spedimex.pl> website intended for submitting Freight Forwarding service orders;
12. **Shipment** – goods and items collected on the basis of a single Domestic Waybill or CMR waybill from one Consignor to one Consignee, constituting the subject of freight forwarding services within the meaning of the GTCS;
13. **Complaint** – obligatory, out-of-court request by the authorized person to SPEDIMEX with claims for non-performance or improper performance of the Freight Forwarding Agreement;
14. **Unloading** – activities consisting of unloading the Shipment from a vehicle at the place of unloading the Shipment;
15. **Force majeure** – an event or circumstances external to SPEDIMEX and the Customer and objectively independent of them, the occurrence or effects of which could not be foreseen with due diligence; Force majeure includes in particular: strikes, roadblocks or blocks of other commonly used entry and exit points, martial law, state of emergency, natural disasters, epidemics, flood, earthquake, weather conditions and other events of natural forces, the intensity of which differs from the average scale in given period and which prevents the provision of freight forwarding services;
16. **Freight Forwarding Agreement** – the agreement concluded between SPEDIMEX and the Customer regarding the provision of freight forwarding services related to the Shipment, specified in these GTCS; the agreement can be concluded in the following ways:
- a. by submitting the Freight Forwarding Order by the Customer in the manner adopted in these GTCS and accepting the performance of freight forwarding services covered by this Freight Forwarding Order by SPEDIMEX in the manner adopted in the GTCS,
  - b. by submitting an offer by SPEDIMEX and its acceptance by the Customer,
  - c. by concluding a separate agreement in writing by SPEDIMEX and the Customer, including a framework cooperation agreement;
17. **Proper labeling of the Shipment** – proper labeling of the Shipment is understood as:
- a. placing in a visible place on each "collo" of the Shipment, of address labels containing at least the following data: Consignor, Consignee, number and type of packaging,) and information labels, e. g. "Careful – glass", "Up/Down", "Directional arrows", "Bulk Packaging/Overpack ", HACCP, etc., and removal of old and obsolete labels and markings,
  - b. marking the Shipment on each side with information labels, e. g. "Careful – glass",

"Up/Down", "Directional arrows", "Do not stack", "Collective/Overpack", HACCP, etc., and removing old and obsolete labels and markings;

18. **Loading** – activities consisting in placing the Shipment in the vehicle at the place of loading the Shipment, taking into account the correct placement of the Shipment in the vehicle;
19. **Freight Forwarding Order** – an order for the performance of freight forwarding services related to the Shipment, submitted on the form available on the Spedimex Portal, specifying, inter alia, detailed data on the quantity and weight of Shipments submitted for freight forwarding, the content of each Shipment, comments on the Shipment's transport and the time and place of the Shipment's issue and its receipt, as well as other information required by law and necessary for the proper performance of forwarding services by SPEDIMEX. The forwarding order must meet the requirements contained in these GTCS;
20. **Customer** – an entity ordering SPEDIMEX to perform freight forwarding services and concluding a Forwarding Agreement with SPEDIMEX; it may be the Consignor, Consignee or other entity.

### § 3

#### The Scope of Service Provision

1. SPEDIMEX, as part of its business activities, provides the Customers, professionally and for a fee, with freight forwarding services related to handling of a Shipment, consisting of:
  - a. organization of Shipments collecting,
  - b. performance of domestic and international road transportation concerning Shipments,
  - c. performance of Shipment delivery,
  - d. insuring Shipments with „Cargo” and with other insurances regarding Shipments,
  - e. information and logistics services.
2. As part of the provision of freight forwarding services, SPEDIMEX may entrust the performance of Shipment transport services to third parties professionally engaged in such services.
3. SPEDIMEX may provide freight forwarding services on terms other than those specified in these GTCS, provided that they:
  - a. agreed them with the Customer and concluded a separate Freight Forwarding Agreement,
  - b. confirmation of the acceptance of the Freight Forwarding Order submitted by the Customer via the SPEDIMEX Portal and on the basis of the approved offer for the provision of freight forwarding services submitted by SPEDIMEX to the Customer, also in electronic form via the Spedimex Portal.
4. The provision of forwarding services other than those specified in these GTCS may take place through negotiations between the Customer and SPEDIMEX, conducted on the basis of an inquiry submitted by the Customer, or offers for the provision of SPEDIMEX freight forwarding services.
5. SPEDIMEX undertakes to perform freight forwarding services with due diligence.
6. Unless the provisions of these GTCS provide otherwise, SPEDIMEX shall be responsible for the performance of the Freight Forwarding Agreement in accordance with applicable law.
7. When providing forwarding services, SPEDIMEX may use the services of subcontractors, and is responsible for their actions or omissions on the basis of applicable law.

### § 4

#### Basic Freight Forwarding Services

Catalogue of basic freight forwarding services provided by SPEDIMEX:

1. **Domestic Groupage Freight Forwarding** – freight forwarding service for Shipments within the territory of the Republic of Poland, for Shipments with actual or conversion weight up to 2,500 kg and/or no more than 8 pallet places prepared on EUR pallets or other pallets approved for use by SPEDIMEX, assuming that the maximum pallet height with the goods cannot exceed 1.80 m and its actual weight cannot exceed 600 kg; the maximum volume of the Shipment cannot exceed 7.5 m<sup>3</sup>; Groupage Shipment should be placed on a pallet and cannot protrude beyond the outline of the pallet; the use of other packaging, provided that there

is a possibility of their mechanical reloading, while the maximum length of the longest element should not exceed 2.40 m, and the weight of a single element should not exceed 600 kg is acceptable.

2. **Domestic Less than Truckload Freight Forwarding** – freight forwarding service for Shipments within the territory of the Republic of Poland, for Shipments with an actual weight above 2 500 kg, but not more than 10,000 kg; it is a service performed bypassing the SPEDIMEX groupage network; for the provision of the Less than Truckload Domestic Freight Forwarding service, it is required to submit the Freight Forwarding Order to SPEDIMEX no later than 12:00 on the business day before the planned collection of the Shipment. The number of pallets in the Shipment may be from 9 to 24 pieces, with a volume from 7.51 m<sup>3</sup> to 30 m<sup>3</sup>. The acceptance and delivery of the Shipment shall not require the use of a loading lift and shall take place in an area accessible to traffic of vehicles with a GVW (gross vehicle weight) above 18 t. The transport of the Shipment may be performed jointly with Shipments of other Customers.
3. **Domestic Full Truckload Freight Forwarding** – freight forwarding service for Shipments within the territory of the Republic of Poland, concerning Shipments with an actual weight above 10,000 kg the number of pallets in the Shipment should be at least 24 items with a volume above 30 m<sup>3</sup>, the maximum width of the packaging unit up to 2.2 m and the maximum height of the packaging unit up to 2.2 m. The Shipment may be accepted and delivered anywhere in the territory of the Republic of Poland, and the service is provided directly from one Consignor to one Consignee, bypassing SPEDIMEX terminals, and must take place in the area available for vehicles with a GVW (gross vehicle weight) of over 18 t; for the performance of the Domestic Full Truck Forwarding service, it is required to submit SPEDIMEX a Freight Forwarding Order by 12:00 no later than a business day before the planned collection of the Shipment.
4. **International Groupage Freight Forwarding** – freight forwarding service for Shipments where the country of dispatch the Shipment is different from the country of the place of delivery, regarding Shipments with actual or conversion weight up to 2 500 kg and/or no more than 7 pallet places prepared on EUR pallets or other pallets approved for use by SPEDIMEX, assuming that the maximum height of the pallet with the goods may not exceed 1.80 m and its actual weight is a maximum of 600 kg, the maximum volume of the Shipment (calculated for all pallets) shall not exceed 7.5 m<sup>3</sup>. Groupage Shipment should be placed on a pallet and cannot protrude beyond the outline of the pallet. The use of other packaging is allowed, provided that there is a possibility of their mechanical reloading, the maximum length of the longest element should not exceed 2.20 m, and the weight of a single element should not exceed 600 kg.
5. **International Less than Truckload Freight Forwarding** – freight forwarding service for Shipments where the country of dispatch is different from the country of the place of delivery, for Shipments with an actual weight of more than 2,500 kg, but not more than 10,000 kg (this is a service performed without the SPEDIMEX groupage network). In order to perform the service of the 5. Partial Truckload International Freight Forwarding, it is required to submit the Shipping Order to SPEDIMEX by 12:00 no later than the business day before the planned collection of the Shipment. The number of pallets in the Shipment shall be between 9 and 24 items, with a volume from 7.51 m<sup>3</sup> to 30 m<sup>3</sup>. Collection and delivery of the Shipment shall not require the use of a loading lift and must take place in an area accessible to a traffic of vehicles with a GVW (gross vehicle weight) above 18t. The shipment may be transported jointly with the Shipments of other Customers.
6. **International Full Truckload Freight Forwarding** – freight forwarding service for Shipments where the country of dispatch is different from the country of delivery; this service applies to Shipments with an actual weight above 10,000 kg, where the number of pallets in the Shipments should exceed 24 items with a volume of more than 30 m<sup>3</sup>, the maximum width of the packaging unit up to 2.2 m and the maximum height of the packaging unit up to 2.2 m; and must take place in an area accessible to vehicles with a GVW (gross vehicle weight) of 18 t. To perform the service of Full Truckload International Freight Forwarding, it is required to submit SPEDIMEX a Forwarding Order by 12:00 no later than a business day before the planned collection of the Shipment.
7. The following rules of implementation apply to the freight forwarding services specified in sections 1 - 6 above:
  - a. acceptance of the Shipment from the Consignor and delivery of the Shipment to the Consignee takes place on the gauge of the loading box,

- b. the duration of loading activities for less than truckload services referred to in sections 1 and 4 above should be adjusted to the cargo weight so that it does not exceed 30 minutes from the moment of providing the means of transport,
- c. duration of loading activities for groupage and full truck load freight forwarding services, referred to in sections 2, 3, 5 and 6 above should be adjusted to the cargo weight so that it does not exceed 90 minutes from the moment of providing the means of transport,
- d. the maximum weight of a non-palletized Shipment, prepared, secured and enabling mechanical reloading is 450 kg, while for non-mechanical reloading it is a maximum of 30 kg,
- e. if the weight of the Shipment exceeds the values specified in point d above, the Customer is obliged to ensure the performance of Loading Activities at the place of receipt and in the place of delivery of the Shipment, i. e. delivery by the Consignor of the Shipment to the load box in the place indicated by the driver and collection by Consignee of the Shipment directly from the loading box.

## § 5

### Additional Freight Forwarding Services

1. SPEDIMEX also provides freight forwarding services other than those listed in § 4 of the GTCS, related to the handling of Shipments, in particular:
  - a. issuing shipping documents on behalf of the Consignor,
  - b. return of accepted documents,
  - c. confirmation of Shipment delivery,
  - d. acceptance (pickup) and release (delivery) Shipments on Saturdays,
  - e. delivery of vehicle for customs clearance,
  - f. return of pallets and carrying out loading activities for the Customer,
  - g. neutralization of CMR documents,
  - h. other, described in the Price List of Fees and Additional Services, whereas:

**Pallet return service** means the service relating to the return of pallets to the Consignor that have actually been returned by the Consignees upon delivery (release) of the Shipment; the service applies only to flat, wooden EUR or CHEP pallets that meet the criteria specified in the UIC 435-2 card (PN-M- 78216). The refusal to return the pallets by the Consignee, confirmed by the Consignee on the shipping documents and/or the Pallet Receipt, is tantamount to providing the service by SPEDIMEX and reducing the number of returnable pallets by the number of refusals. SPEDIMEX is not obliged to verify the pallets accepted together with the Shipment. In the case of pallet return services, the Consignee is obliged to release pallets that meet the standards set out above. In a situation where the Consignee releases damaged pallets or completely refuses to deliver them, he is obliged to confirm this fact by signing the report/ Pallet receipt prepared by the representative of SPEDIMEX.

**Return of accepted documents service** means the service of returning to the Consignor a single document or a package of documents provided by the Consignor upon acceptance of the Shipment and returned by the Consignee upon delivery.

SPEDIMEX does not register the number and type of returned documents and is not responsible for the correctness and compliance of the documents returned by the Consignee. Return documents should be placed in one envelope so as to eliminate the interference of unauthorized persons inside the envelope, as well as destruction or replacement of documents during the performance of this service. Lack of return documents as a result of Force Majeure or caused by reasons independent or/and not attributable to SPEDIMEX does not release the Customer from the obligation to pay the charge/fee for the service of returning confirmed accepted and the freight forwarding service performed by SPEDIMEX;

**The service of delivering a vehicle for customs clearance** – if, in connection with the provision of freight forwarding services, it is necessary to additionally deliver the vehicle with the Shipment for customs clearance, SPEDIMEX shall undertake to provide the service after prior approval of the terms of this service provision by the Customer, including fee for the service;

**„Cargo” insurance service** means a service consisting in the conclusion by SPEDIMEX (the insurer) for the benefit of the Customer or the person bearing the risk of loss or damage to the Shipment (the insured) "cargo" insurance of the Shipment; fee for the performance of this service is calculated in proportion to the declared value of the Shipment; specified in the Price List of Fees and Additional Services;

## § 8

### Exclusions from The Provision of Freight Forwarding Services

1. Subject to section 2 below, SPEDIMEX performs freight forwarding services regarding Shipments, excluding:
  - a. shipments that require specialized rolling stock and reloading,
  - b. dangerous goods and shipments classified as ADR Shipment, including hazardous materials and goods according to ADR classification, the transport of which is prohibited in Spedimex,
  - c. improperly packed Shipments, inadequately secured for transport,
  - d. Shipments that require appropriate temperatures for transport,
  - e. postal Shipments being the subject of the postal service within the meaning of the Act of 23 November 2012 - Postal Law,
  - f. goods covered by the road monitoring system under the Act of March 9, 2017 on the road transport monitoring system,
  - g. documents and correspondence not related to the Freight Forwarding Agreement/Freight Forwarding Order,
  - h. personal property,
  - i. jewelry, including gemstones and precious metals in any forms;
  - j. shipments that are perishable products whose physical and chemical properties change over time and therefore require special transport, including food and perishable goods,
  - k. plants and animals, biologically active products,
  - l. live animals, human and animal remains,
  - m. drugs and psychotropic substances as well as medication, preparations requiring special conditions of transport,
  - n. tobacco and tobacco products,
  - o. high-proof alcohol products,
  - p. firearms and ammunition,
  - q. valuable shipments, in particular, such as: pecuniary values and cash, vouchers, securities, jewelry, works of art, antiques, collectors coins, collections, etc.,
  - r. electronics and excise goods of significant value,
  - s. shipments that require separate permits, licenses or whose transport is prohibited by law,
  - t. consignments which, due to their properties, may pose a risk to the health or life of humans or animals who come into contact with them or may damage other goods or any means of transport or tools used to handle them,

- u. strategic goods within the meaning of the Act of November 29, 2000 on foreign trade in goods, technologies and services of strategic importance for state security, as well as for the maintenance of international peace and security,
  - v. goods that cannot be consolidated with other goods.
2. Exclusions mentioned in section 1 above do not apply when:
    - a) the performance of freight forwarding services regarding the handling of the Shipment covered by the exclusion, including its transport, is in accordance with the mandatory provisions of law,
    - b) SPEDIMEX is informed by the Customer about the type, size and characteristics of such a Shipment and about the specific requirements related to the transport of such Shipments, and moreover
    - c) SPEDIMEX and the Customer conclude a separate agreement for the provision of freight forwarding services regarding these Shipments in writing under pain of nullity.
  3. In the case of entrusting SPEDIMEX to handle the shipment covered by the exclusion referred to in section 1 above or the shipment inconsistent with the content of the Shipment declared by the Customer in the Freight Forwarding Order, the Customer is obliged to repair the damage caused or caused as a result of it in full, including the obligation to reimburse SPEDIMEX for all fees, expenses, costs, financial penalties, losses etc. incurred in connection with the provision of freight forwarding services related to such a shipment covered by the exclusion or inconsistent with the content declared by the Customer (e.g. in situations related to environmental contamination in connection with such a Shipment).
  4. Subject to section 2 above, SPEDIMEX is not responsible for damage, loss or partial loss of the Shipments mentioned in section 1 above.
  5. The Customer bears the responsibility for sending a Shipment excluded from freight forwarding services, pursuant to section 1 above.
  6. The Customer declares that he is not affiliated with any person or entity with which transactions are prohibited under Polish or international law, regulations in force in the European Union, and that he is not on the list of entities with whom transactions are prohibited under these laws. If it is found that the above declaration is not true or there are grounds for such a statement, Spedimex has the right to immediately cease cooperation with the Customer without bearing any consequences, including damages.

## § 9

### Accepting Freight Forwarding Service

1. Before accepting and executing the first Freight Forwarding Order of the Customer, it is necessary to provide SPEDIMEX with copies of the Customer's documents: REGON, NIP (Tax ID) or NIP PL in the case of intra-Community delivery or purchase of goods (EU), an excerpt confirming the company's registration (excerpt from the National Court Register or a certificate of entry in the Register of Business Activity ), and in the case of natural persons running a sole proprietorship, including civil partnerships, additionally sending information about the address of residence. These documents must be issued with a date no later than 6 months prior to submitting the Freight Forwarding Order.
2. Freight Forwarding orders are submitted electronically via the SPEDIMEX Portal, on a form appropriate for a given type of freight forwarding service, available on this Portal. Persons authorized to submit a Freight Forwarding Order are the Customers who have their individual login and password, enabling them the use of this portal, subject to section 2 below.
3. The forwarding order may be entered into the SPEDIMEX Portal by a SPEDIMEX employee, which involves an additional fee charged by SPEDIMEX for the Customer in accordance with the Price List of Additional Services. The Freight Forwarding orders referred to above are entered by SPEDIMEX employees to the SPEDIMEX Portal between 08:00 and 16:00 on Business Days.
4. A specimen of a freight forwarding service order is available at [www.spedimex.pl](http://www.spedimex.pl)
5. The Freight Forwarding Order shall be completed with all information required in the content of the Freight Forwarding Order form and this information shall be provided in a complete, accurate and truthful manner, as well as with any other information needed for the proper performance of freight forwarding services. SPEDIMEX shall not be liable for the incompleteness, inaccuracy or falsehood of declarations or information

provided in the Freight Forwarding Order.

6. SPEDIMEX is entitled to submit comments to the Freight Forwarding Order referred to in section 2 above, via the SPEDIMEX Portal. In this case, the Freight Forwarding Order shall be accepted for execution upon the acceptance of comments by the Customer via the SPEDIMEX Portal. If the Customer does not respond to SPEDIMEX's comments to the Freight Forwarding Order within 2 hours or submits a declaration of non-acceptance of SPEDIMEX's comments to the Freight Forwarding Order within this time, it is assumed that the Freight Forwarding Order has no legal effects.
7. Upon confirmation by SPEDIMEX of the acceptance of the Freight Forwarding Order for execution, the Freight Forwarding Agreement is concluded on the terms and conditions specified in the GTCS and the Freight Forwarding Order, unless the Customer and SPEDIMEX are bound by a separate Freight Forwarding Agreement (e.g. framework cooperation agreement), within the performance of which a Freight Forwarding Order was a submitted (in this case, a performance agreement is concluded for such a separate agreement upon the acceptance of the Freight Forwarding Order).
8. SPEDIMEX reserves the right to refuse to accept the Freight Forwarding Order without any consequences in this respect, in particular in the event of the following circumstances:
  - a. any payment arrears of the Customer towards SPEDIMEX,
  - b. the freight forwarding order concerns the freight forwarding service covering goods or items excluded from freight forwarding services on the basis of mandatory provisions of law or these GTCS,
  - c. the execution of the order is not possible due to organizational or technical reasons with regard to SPEDIMEX.
9. The Customer undertakes to submit the Freight Forwarding Order containing all the necessary information needed by SPEDIMEX for the valuation of the freight forwarding service and for the proper performance of this service, to provide SPEDIMEX with all required documents necessary for the correct performance of the Freight Forwarding Order, for the correct completion of the waybills in accordance with applicable law and taking into account the provisions of the GTCS, for the correct loading of the Shipment and appropriate securing of the Shipment in accordance with the law, GTCS and the requirements of the transport process, for timely loading of the Shipment, enabling SPEDIMEX to properly perform the service covered by the Freight Forwarding Order.
10. In the event that the Customer does not indicate complete or sufficient information in the Freight Forwarding Agreement on the method of performing forwarding services, SPEDIMEX shall be free to choose the method and means of performing freight forwarding services. SPEDIMEX is obliged to be guided by the interest of the Shipment, applicable law and due diligence, while SPEDIMEX actions are at the expense and risk of the Customer.
11. The freight forwarding order should contain the following data and information:
  - a. data of the Customer/Consignor/Consignee/Payer - provide the full company name, tax identification number, full address of the place of origin, name and surname of the contact person, telephone number,
  - b. complete information about the shipment - in particular the name of the goods, number of items (number of pallets, number of packages, in the case of hanging clothes, number of items, etc.), dimensions, gross weight and approximate degree of filling the surface of the means of transport (volume or number of EUR pallet places),
  - c. parameters of the required means of transport, if the Customer has special requirements as to the means of transport, additional instructions, if the Customer has specific requirements (e. g. regarding loading activities),
  - d. information whether the Shipment is a strategic commodity within the meaning of the law, name and surname of the Customer and signature; in the case of a Freight Forwarding Order for the transport of strategic goods, a written confirmation by SPEDIMEX of accepting the Freight Forwarding Order for execution is required, which is without prejudice to other provisions of the GTCS,
  - e. information whether the Shipment being the subject of the Freight Forwarding Order is a food item or material intended for contact with food, in accordance with the provisions of the Act of August 25,



2006 on food safety and nutrition,

- f. information on the value of the goods, in particular in the case of particularly valuable goods.
12. The Customer is obliged to provide SPEDIMEX or the entity/person indicated by SPEDIMEX (e.g. the driver of the vehicle, which will be used to transport the Shipment) - at the latest on the day of commencement of the shipment's transport as part of freight forwarding services – with a complete set of necessary documents related to the shipment, including documents related to the completion of customs procedures and to provide SPEDIMEX with the necessary information essential in the process of the forwarding service, including the organization of shipment transport
13. If the Freight Forwarding Order involves the import of the Shipment from third countries, the Customer undertakes to send to SPEDIMEX a copy of the SAD customs clearance document by electronic means - on the day of shipment clearance or the next day. Failure to send the SAD customs clearance document within the above time limit will result in SPEDIMEX charging VAT in the basic amount provided for in the applicable regulations.
14. The Customer is responsible for providing in the Freight Forwarding Agreement/Freight Forwarding Order or in other documents related to the forwarding services provided by SPEDIMEX for the Customer, of indications and statements that are inconsistent with reality, incorrect, incomplete or entered in the wrong place, as well as for the lack, incompleteness or incorrectness of documents required by special provisions, for defective condition of the Shipment, lack of or improper packaging, for incorrect indication of the type or size (weight) of the cargo with the Shipment, for untimely loading of the Shipment onto the provided means of transport and downtime in the performance of the forwarding service resulting from reasons attributable to the side of the Customer, the Consignor or the Consignee, as well as for the effects of additional instructions, orders or instructions provided to SPEDIMEX during the performance of the Freight Forwarding Agreement/Freight Forwarding Order, if they contributed to an increase in the costs of provision of forwarding services by SPEDIMEX.
15. SPEDIMEX reserves the right to verify the weight and dimensions of the Shipment. The discrepancy between the data provided by the Consignor in a Domestic Waybill or an CMR and the actual state is the basis for changing the valuation for the shipping service and calculating the verification fee referred to in the Price List of Fees and Additional Services, or the refusal by SPEDIMEX to provide the shipping service regarding the Shipment.
16. If the order is canceled after the commencement of the forwarding service, SPEDIMEX has the right to charge the Customer with a fee in accordance with the current Price List of Fees and Additional Services.
17. SPEDIMEX shall not be liable for any consequences of guidelines, instructions and orders issued directly by the Customer to other entities involved in the performance of forwarding services, including the handling of the Shipment, for whose actions or inactions SPEDIMEX is not responsible.

## **§ 10**

### **Provision of Services**

1. Collection (pickup) of Shipments specified in § 4 sec. 1 and sec. 2 is carried out on Business Days until 12:00, at the place of dispatch in accordance with the Freight Forwarding Order.
2. Deliveries (release) of Shipments specified in § 4 sec. 1 and sec. 2 are carried out on Business Days until 5:00 p.m. and on the basis of individual arrangements on Saturdays and non-business days.
3. In the case of the service specified in § 4 sec. 3, the maximum time of Unloading is 24 hours from the moment of collecting the Shipment. After this time, SPEDIMEX has the right to charge an additional fee in accordance with the applicable Price List for Additional Services, unless SPEDIMEX and the Customer agreed otherwise.
4. If SPEDIMEX provides a car in connection with the performance of the forwarding service, including the organization of the Shipment transport, and the Shipment is not ready for collection at the agreed time, SPEDIMEX has the right to charge a fee for unused resources in the amount determined on the basis of the actual costs incurred on this account by SPEDIMEX, unless otherwise agreed.
5. The Customer or the Consignor/Loader acting on his behalf is obliged to prepare and pack the Shipment in a manner suitable for transport by road transport and enabling the delivery and release of the Shipment

without damage and defects, taking into account the properties of the Shipment, its susceptibility to damage during transport, Loading and Unloading, the place of sending and the place of delivery of the Shipment, the specificity of groupage transport requiring numerous reloads of the Shipment and the requirements resulting from the provisions of the Act of November 15, 1984 - transport law and generally used standards in the transport industry. Each package, regardless of its type, should: prevent access to the contents of the Shipment without breaking or tearing it, protect against external factors and ensure the stability and balance of the Shipment, and be safe for other shipments. In the case of Shipments placed on a pallet, the goods should be placed on the pallet in such a way that it does not protrude beyond the pallet, and the whole should be tightly wrapped with stretch foil and additionally secured with the Sender's company tape. Goods placed on - or in - transport units other than a pallet, should be secured from the inside against the possibility of movement of the Shipment. When sending for transport machines or devices with protruding elements, these elements must be protected against damage during transport and during loading operations. In addition, the transport units referred to above should be tightly wrapped with stretch foil and additionally secured with the Sender's company tape, as well as provided with markings indicating the possible special nature of the Shipment or special requirements as to the method of their transport, e. g. "Fragile", " Up/Down ", if it is justified by the type or properties of the Shipment.

6. In a situation where the packaging does not ensure safe and proper performance of transport, the Shipment is transported solely at the risk and responsibility of the Customer. SPEDIMEX shall not be liable in this case for damage to the Shipment due to its improper protection.
7. Markings, labels and stickers should be placed in a visible place and arranged in accordance with applicable law in this regard, and should apply to Shipments to which the forwarding services currently performed by SPEDIMEX relate. SPEDIMEX reserves the right to suspend the performance of the forwarding service in the event of double marking of shipments, which prevents its correct identification. The Customer or the Consignor/Loader acting on his behalf assumes the risk and responsibility by providing Shipments that do not meet the above requirements for freight forwarding services.
8. SPEDIMEX reserves the right to refuse to pick up the Shipment or to suspend the performance of services related to the Shipment at any stage of its implementation, if the transport document (Domestic Waybill or CMR) is incorrectly issued, the Shipment is not properly labeled or improperly secured or packed for transport, or parameters of the Shipment are not consistent with the description on the shipping document or in other justified situations in the given circumstances.
9. SPEDIMEX accepts the Shipment for transport on the basis of a properly issued transport document (Domestic Waybill or CMR). Unless the GTCS or the Freight Forwarding Order provide otherwise, the shipping document is completed by the Consignor.
10. The Shipment is delivered to the address indicated in Domestic Waybill or CMR, by handing over the Shipment to the Consignee in a place generally accessible for receiving Shipments. SPEDIMEX is obliged to deliver the Shipment to the named person only if SPEDIMEX confirms the service in this regard
11. In the absence of the Consignee on the date of delivery of the Shipment, SPEDIMEX shall forward to the Customer a request for further instructions regarding the Shipment. The Customer is obliged to provide information on further handling of the Shipment within 3 Business Days from the date of sending the inquiry referred to the above. After the expiry of the above-mentioned period, in the absence of instructions from the Consignee or the Customer or refusal to accept the shipment by the Consignee, Spedimex returns the shipment to the Consignor at the expense of the Customer.
12. Loading and Unloading of the Shipment is charged to the Consignor and the Consignee, respectively. SPEDIMEX is not responsible for the performance of Loading or Unloading, or for providing the necessary technical means to enable the Loading or Unloading of the Shipment. Any assistance from the driver during the Loading or Unloading of the Shipment is at the sole risk and responsibility of the Sender or the Recipient.
13. Upon receipt of the Shipment, the Consignee confirms with his signature on the mobile device or shipping documents that the Shipment has been received, thus confirming the correctness of the service. Upon confirmation of receipt, the responsibility for the condition and completeness of the shipment is transferred to the Consignee. Any objections stating irregularities in the performance of the service (shipment condition, delivery performance) should be placed by the Consignee at the time of its receipt in the shipping documents and other documents referred to in the GTCS (e.g. damage report).
14. If the packaging of the Shipment does not show any signs of tampering with the packaging or its damage,

the Consignee is not entitled to check the content of the Shipment before confirming its receipt.

15. If during the performance of the freight forwarding services, in accordance with the Freight Forwarding Order confirmed by SPEDIMEX, there is a need to change the terms of the forwarding service in relation to the conditions specified in the Freight Forwarding Order, and this will be caused by reasons attributable to SPEDIMEX, the Customer is entitled to claim compensation under the proceedings complaint described in these GTCS.
16. The parties are not liable for non-performance or improper performance of obligations in the event of Force Majeure.

## **§ 11**

### **Service Fees, Other Charges**

1. The fee for the freight forwarding services provided by SPEDIMEX is determined on the basis of the Price Lists applicable in SPEDIMEX, valid on the date of submission of the Freight Forwarding Order, for individual types of freight forwarding services, in particular:

- a. the Price List for the Domestic Freight Forwarding of Groupage Shipments,
- b. Pricelist of International Freight Forwarding of Groupage Shipments,
- c. Price List of Fees and Additional Services.

or according to the freight rates individually agreed between SPEDIMEX and the Customer.

2. Determining the fee of SPEDIMEX for the freight forwarding service is generally based on the following parameters:

- a. weight (actual or computational),
- b. unit and distance,
- c. the distance between the place of dispatch and the place of delivery of the Shipment, in accordance with the electronic maps used by SPEDIMEX.

3. In the event that the Consignor or the Consignee provides additional instructions regarding the handling of the Shipment or changes the existing Freight Forwarding Order, SPEDIMEX shall charge additional fees for this on the basis of the Additional Services Price List and add these fees to the invoice.

4. The following criteria are used to calculate the weight of the Shipment:

- a. actual weight,
- b. computational weight, whereas to determine the fee for the freight forwarding service, the higher of the parameters indicated in points a. and b. above.

5. In the event that an individual price list for the Customer has been agreed in the Freight Forwarding Agreement, but the Shipments exceed the limit parameters specified in the Freight Forwarding Agreement for the Shipment, SPEDIMEX is entitled to charge a fee for the performance of the forwarding service for the Shipment in accordance with the Price List for this Shipment, provided that the Customer and SPEDIMEX do not agree otherwise.

6. The fee of SPEDIMEX, determined in accordance with sec. 1 - paragraph 5 above, the amount of the fuel surcharge currently in force on the date of submitting the Freight Forwarding Order and the amount of the currently applicable toll is added each time. Information on the amount of the fuel surcharge and the toll is published on the SPEDIMEX website [www.spedimex.pl](http://www.spedimex.pl).

7. SPEDIMEX is entitled to:

- a. binding changes to the provisions regarding the parameters of the Shipment resulting from the shipping document, if they differ from the actual state and thus has the right to charge a fee in accordance with the currently applicable Price List of Fees and Additional Services and to adjust the fee referred to in section 1 above,
  - b. supplementing the lacking records of any of the parameters of the Shipment in the shipping document and thus to calculate a fee in accordance with the currently applicable Price List of Fees and Additional Services and correction of the fee referred to in section 1 above,
  - c. charge additional fees in accordance with the applicable Price List of Fees and Additional Services, in the event of changes to the destination or collection of the shipment.
8. The Customer declares that at the time of submitting the Freight Forwarding Order, he knows the current price lists valid at SPEDIMEX for the Shipment or services covered by the Freight Forwarding Agreement /Freight Forwarding Order and accepts to be charged for all activities resulting from these GTCS.

## **§ 12**

### **Forms and Terms of Payment**

1. The following payment rules are established:
  - a. For Customers who do not have a framework cooperation agreement in writing, payment for services is made according to individual arrangements, by bank transfer, to the indicated SPEDIMEX account before accepting the Shipment for forwarding service, including the organization of shipment transport
  - b. for Customers who have separate framework cooperation agreements in writing, payments for the services provided are made on the basis of invoices issued by SPEDIMEX, within 7 days from the date of issuing the invoice, by bank transfer to the SPEDIMEX account. A different payment date is allowed if it has been established in a separate agreement between SPEDIMEX and the Customer.
2. In the event of failure by the Customer to pay the amounts due under the Forwarding Agreement/Freight Forwarding Order on time, SPEDIMEX will charge statutory interest.
3. SPEDIMEX has the right to suspend the performance of freight forwarding services for the Customer until the outstanding amounts due under the Freight Forwarding Agreement/Freight Forwarding Order are fully settled with interest due.
4. To secure claims for a fee, reimbursement of expenses, costs or other receivables resulting from the performance of freight forwarding services, SPEDIMEX has a statutory lien on the Shipment, and it is also entitled to it if the claims result from other orders performed by SPEDIMEX for the Customer (on the basis of previous Forwarding Agreements) or the person for whom the freight forwarding service was performed.
5. The Customer is not entitled to deduct the amounts of possible claims for damages against any receivables due to SPEDIMEX.
6. The Customer is the guarantor of the payment for the service provided under the Freight Forwarding Agreement.

## **§ 13**

### **Liability of SPEDIMEX**

1. Subject to the following provisions of the GTCS, SPEDIMEX shall be liable for damage resulting from non-performance or improper performance of forwarding services under the Freight Forwarding Agreement, unless it proves that the damage was not caused by its fault or that it is not at fault in selecting a subcontractor.
2. SPEDIMEX, as a freight forwarder, contractually accepts the rights and obligations of the carrier and is liable for non-performance or improper performance of the transport service only on the terms specified for the carrier in the Act of November 15, 1984 - Transport Law (applicable to domestic road transport) and in the Convention on the Contract for the International Carriage of Goods by Road (CMR) of May 19, 1956 (applies to international road transport), subject to the restrictions provided for in this section.

3. In the scope of forwarding services provided by SPEDIMEX, not including transport, SPEDIMEX is liable under the terms of the Civil Code, and - in any case - SPEDIMEX liability is limited to twice the amount of fee for the service for one Shipment, in connection with for which the damage occurred, subject to section 15 below.
4. The total liability of SPEDIMEX for the performance of the freight forwarding services under the Freight Forwarding Agreement/Freight Forwarding Order, including loss, partial loss or damage to the Shipment, in the event of failure to declare the value of the Shipment by the Customer when submitting the Freight Forwarding Order, in each case limited to the amount PLN 1,000 for a single Shipment.
5. SPEDIMEX's total liability for the performance of the freight forwarding services under a given Freight Forwarding Agreement/Freight Forwarding Order, including for loss, partial loss or damage to the Shipment, if the Customer declares the value of the Shipment when submitting the Freight Forwarding Order, it shall be increased to the amount of the declared value of the Shipment, but not more than PLN 50,000, provided that the Customer pays the entire fee for increasing the liability limit referred to in section 7 below.
6. If the Customer declares the value of the Shipment above PLN 50,000, it is possible to increase the limit of SPEDIMEX's total liability for the performance of the Shipment transport services under a given Freight Forwarding Agreement/Freight Forwarding Order, including for loss, partial loss or damage to the Shipment, but only after individual determination by SPEDIMEX and the Customer of an additional fee in this respect and its payment by the Customer to SPEDIMEX.
7. Fees (costs) for increasing the SPEDIMEX liability limit, referred to in sec. 5 above, are specified in the Price List of Fees and Additional Charges.
8. SPEDIMEX is responsible for the Shipment from the moment it is accepted for service until it is delivered to the Consignee, with a proviso that if it is not possible to release the Shipment to the Consignee for reasons not attributable to SPEDIMEX - SPEDIMEX is responsible for the Shipment only until the Shipment is made available to the Customer.
9. In the event of loss or loss of the Shipment in international transport, the liability of SPEDIMEX is limited to the amount of 8.33 SDRs for each kilogram of missing gross weight, according to the value of the Shipment at the place and at the time of its acceptance for forwarding, but not more than 50,000 SDR for a single Shipment, unless otherwise required by the mandatory provisions of law.
10. SPEDIMEX shall not be liable for any loss, loss or damage to the Shipment due to reasons attributable to the Customer or the Consignor or the Consignee acting on its behalf, in particular due to the lack of or defective packaging of the Shipment and handling, loading, distribution or unloading of the Shipment.
11. SPEDIMEX shall not be liable for damages and losses in the Shipment in the event that the SPEDIMEX representative is unable to check the condition of the packaging or the security of the Shipment upon its acceptance for handling by SPEDIMEX.
12. Acceptance of the shipment by the Consignee without reservations shall result in the expiry of all claims for damages for the loss or damage of the Shipment in relation to SPEDIMEX, unless otherwise provided for in the mandatory provisions of law.
13. SPEDIMEX shall not be liable for damages or losses resulting from the properties of the Shipment and caused by the action of Force Majeure.
14. SPEDIMEX shall not be liable for covert damages - Covert (hidden) damages are damages that cannot be noticed from the outside due to the lack of external signs of tampering with the package of the Shipment at the time of receipt by the Consignee, unless otherwise stipulated in the mandatory provisions of law.

15. In any case, the liability of SPEDIMEX is limited to actual damages (direct losses), excluding indirect losses and lost profits.
16. In the event of damage to the Shipment, the liability of SPEDIMEX is limited to the amount by which the value of the Shipment has decreased, with the proviso that in the event that only part of the Shipment has been reduced in value by damage - liability is limited to the amount to be paid in the event of loss of part of the Shipment which has lost its value.
17. If the Customer has not stipulated in the Freight Forwarding Agreement/Freight Forwarding Order the date of delivery of the Shipment, SPEDIMEX is obliged to ensure that the Shipment is delivered within a reasonable time.
18. Spedimex shall not be liable for a delay in the delivery of the Shipment, if the delay does not exceed two Business Days in relation to the declared delivery date. The liability of SPEDIMEX in the event of a delay in the delivery of Shipments, in each case, is limited to the maximum amount of fee for the performance of a given forwarding service. All damages incurred due to the delay must be proven and documented.
19. If SPEDIMEX has paid an amount equal to the value of the Shipment by way of compensation, it has the right to take ownership of the goods.
20. The Customer is obliged to compensate SPEDIMEX for damages, expenses, costs incurred as a result of:
  - a. providing incorrect, unclear or incomplete information about the Shipment and its content,
  - b. improper packaging or labeling of Shipments,
  - c. improper Loading or arrangement of Shipments in the transport unit, carried out by the Customer or the Consignor,
  - d. harmful properties of the contents of Shipments, which SPEDIMEX could not predict,
  - e. mistakes made by the Customer or the Consignor, as a result of which SPEDIMEX is forced to pay customs duty, tax or provide a collateral.

#### **§ 14**

##### **Complaints - mode and rules of procedure**

1. Complaints shall be submitted in writing to the SPEDIMEX headquarters at Sosnowiec, 95-010 Stryków, Sosnowiec 15 A - to the Complaints Department. Complaints may also be submitted electronically via the Spedimex Portal, in a manner previously agreed with SPEDIMEX.
2. The persons authorized to submit a complaint are the Customer or a person authorized in writing by the Customer. If the complaint is submitted by another person, that person should attach a power of attorney to act on behalf of the authorized person or a transfer of rights (assignment) document entitling to claim compensation from SPEDIMEX.
3. Complaints about freight forwarding services provided by SPEDIMEX should be submitted immediately, but not later than within 14 days from the date of receipt of the Shipment - in the case of loss or damage to the Shipment, and in the case of its delay or loss - within no more than 21 days from the date when delivery of the Shipment was supposed to take place.
4. Objections regarding defects or damage not visible at the time of delivery and receipt of the Shipment should be submitted to SPEDIMEX in writing within 7 days from the date of receipt.
5. Regardless of the deadline for submitting objections, the obligation to prove that the damage or partial loss (defect) of the Shipment occurred prior to its delivery, rests with the person submitting the complaint. If the claimant fails to prove it, the Shipment is considered delivered intact and in the amount in accordance with the Freight Forwarding Order regarding the Shipment.
6. In the event of filing a complaint in a manner contrary to section 2 above or after the date specified in sec. 3 and 4 above, SPEDIMEX reserves the right to refuse to consider it.
7. If - before the delivery of the Shipment - visible damage or partial loss of the Shipment is found, such a reservation should be immediately noted in the shipping documents and a damage report should be drawn up in the presence of a SPEDIMEX representative (e. g. the driver) according to the specimen in force at

SPEDIMEX. The damage report must be signed by the Consignee and the representative of SPEDIMEX delivering the Shipment. In the event of a discrepancy in positions or a refusal by the Consignee to sign the damage report, the representative of SPEDIMEX has the right to include his comments and reservations in the damage report and sign it unilaterally.

8. The complaint should include in particular: the name of the complaining entity and the details of the person complaining, the reason for the complaint, the subject of the complaint, the identification number of the Shipment given by SPEDIMEX or the type and number of the transport document, the amount of the claim, the gross weight of the damaged or lost Shipment, the current bank account number of the authorized entity for compensation and the signature of the claimant.
9. The following documents must be attached to the complaint referred to in sec. 8 above:
  - a. the original of the transport document (Domestic Waybill or CMR) or its certified copy,
  - b. documents confirming the net amount of the claim - original or a copy of a VAT invoice, certified to be true to the original by an authorized person in accounting, cost calculation or other documents confirming the losses incurred, an adjustment invoice issued by the Consignor to the Consignee due to the reduction of the charge by the amount being the subject of a complaint,
  - c. in the event of a breach of the integrity of the outer packaging or inconsistency in the number of pieces of the Shipment, a report on the condition of the shipment prepared according to the template in force at SPEDIMEX (available at [www.spedimex.pl](http://www.spedimex.pl)), containing a description of the deficiencies or damages and legibly signed by the representative of SPEDIMEX and the person lodging the complaint,
  - d. in the event of loss of the Shipment or damage to the Shipment invisible at the time of delivery of the Shipment, additionally an unpacking protocol, according to the template in force at SPEDIMEX (available on the website: [www.spedimex.pl](http://www.spedimex.pl)), containing a description of the losses or damages and legibly signed by the SPEDIMEX representative and the claimant,
  - e. documentation confirming the occurrence and scope of the damage, including photographs with the date and time of their taking.
10. Regardless of the documents listed in section 9 of this paragraph, SPEDIMEX reserves the right to request other documents necessary for the proper consideration of the complaint (e. g. related to the type and amount of the claim covered by the complaint), which should be delivered to SPEDIMEX within 14 days from the date of SPEDIMEX's request. Failure to submit the documents within the above-mentioned period shall result in the complaint not being considered.
11. Complaints are considered by SPEDIMEX as soon as possible and no later than 30 days from the date of receipt of the complete set of documents referred to in sections 9 and 10 above, subject to the necessity to thoroughly consider and evaluate the material collected. Immediately after considering the complaint, SPEDIMEX notifies the claimant in writing about the position on the complaint and the claim.
12. In no case submitting a complaint to SPEDIMEX authorizes the Customer to set off its receivables and does not release the Customer from the obligation to pay the fee for the freight forwarding service, costs, expenses, fees and other charges under the Freight Forwarding Agreement, incurred in connection with the provision of the freight forwarding service.
13. Until the complaint procedure is closed, the Customer is obliged to allow the inspection of the SPEDIMEX Shipment or an entity designated by SPEDIMEX, authorized to assess the damage on behalf of SPEDIMEX. Failure to inspect the Shipment may result in the dismissal of the complaint.

## §15

### Performing the Obligation to Inform

According to provisions of the Regulation of the European Parliament and the Council (EU) 2016/679 of 27 April 2016, on the protection of individuals in relation to processing personal data and on the free movement of such data, as well as repealing of the directive 95/46/EC (Journal of Laws EU.L.2019.119.1), hereinafter referred to as "GDPR", we inform as follows.

1. The administrator of your personal data is Spedimex Sp. z o.o. with its seat at Sosnowiec 15A, 95-010 Stryków, entered into the register of entrepreneurs kept by the District Court for Łódź Śródmieście in Łódź, under the NCR number: 0000110889, Tax ID No.: 728-00-19-486, REGON: 470785296.
2. You can contact the Administrator at the telephone number: 426164100, e-mail address: [iod@spedimex.pl](mailto:iod@spedimex.pl) or in writing at the Spedimex Sp. z o.o. contact data.
3. To guarantee the highest standard of protecting Your personal data, a Data Protection Inspector - Mr Piotr Kawczyński - has been appointed at Spedimex Sp. z o.o., and you can contact him at the e-mail address: [iod@spedimex.pl](mailto:iod@spedimex.pl).
4. Your personal data will be processed for the purpose related to aiming at concluding and executing the agreement to which you are a party. The legal basis for processing Your personal data are actions related to concluding an agreement and its subsequent execution - Article 6 paragraph 1 lit. b) of the GDPR, as well as potential determination, pursuing and defending mutual claims – personal data processing actions are performed based on the legally justified interest implemented by the Administrator, and therefore based on Article 6 paragraph 1 letter f) of the GDPR. Personal data shall be also processed in regard to fulfillment of legal obligations imposed on the Administrator, based on Article 6, paragraph 1 letter c) of the GDPR.
5. Your personal data shall be processed during the term of the agreement, and after its expiration, until the limitation of mutual claims under the agreement. Personal data included in the agreement shall also be processed throughout the period resulting from the applicable provisions of law, among others, tax regulations and financial statements.
6. Recipients of Your personal data may be entities providing and supporting information systems used by the Administrator and entities providing services related to the Administrator's current activities – based on concluded agreements of entrusting the processing of personal data and guaranteeing the use by the above-mentioned entities of adequate technical and organizational measures, ensuring the protection of data; entities providing postal and courier services, as well as public institutions authorized to access that data based upon the provisions of applicable law.
7. You have the right to request access to the content of your data, its rectification, deletion, limitation of processing, and the right to file an objection to processing the data, as well as to its transferring.
8. You have the right to file a complaint to the supervision body – the President of the Personal Data Protection Office, when you think that processing Your personal data violates the provisions of generally applicable law.
9. Provision of personal data is voluntary, but necessary for conclusion and execution of the agreement.
10. Your personal data will not be transferred to any third country or international organization.
11. Your personal data will not be processed for purposes of automated decision making, including profiling.

## § 16

### Additional information

1. The Customer guarantees that in the period of cooperation with SPEDIMEX it will have constant access to the Internet and it consents to learn about all changes of the GTCS on its own based on information published on the Spedimex webpage: [www.spedimex.pl](http://www.spedimex.pl).
2. SPEDIMEX reserves the right to amend these GTCS, in particular in the case of changes in: the applicable provisions of law, scope of provided freight forwarding services, rules of providing freight forwarding services. Changes to the GTCS may be made at any time and become effective at the moment of their publication on the webpage: [www.spedimex.pl](http://www.spedimex.pl).



3. Change of standard documents or information used by SPEDIMEX, to which GTCS refers, including in particular change or update of the Freight Forwarding Order form, complaint submission form, the specimen of report (of damage, of the shipment condition or unloading), as well as information on toll or fuel surcharge, Price List of Additional Services, which are published on the [www.spedimex.pl](http://www.spedimex.pl) webpage and can be unilaterally changed, repealed or updated at any time by SPEDIMEX, does not constitute the change of GTCS.
4. SPEDIMEX undertakes to place information about changes in documents or information referred to in section 3 above and in the GTCS and about the date from which the changes will apply on [www.spedimex.pl](http://www.spedimex.pl) each time before the entry into force of these changes.
5. In matters not covered by these GTCS, the provisions of law generally applicable in the territory of the Republic of Poland, including the Civil Code, shall apply.
6. Any disputes arising in connection with the conclusion and provision of freight forwarding services by SPEDIMEX on the basis of these GTCS shall be considered by the common court competent for the seat of SPEDIMEX.
7. These GTCS are valid from January 4, 2021.

Price List of Domestic Fees and Additional Services		
TYPE OF SERVICE	NET PRICE in PLN	NET PRICE in EUR
Delivery hours 7:00 - 9:00 (in the zone 1 - within 25 km from the delivery branch)	70 PLN	16,5 EUR
Delivery hours 10:00 - 12:00 (in zones 1-3 - within 75 km from the delivery branch)	40 PLN	9,5 EUR
Delivery hours 16:00 - 20:00 (in the zone 1 - within 25 km from the delivery branch)	70 PLN	16,5 EUR
Re-delivery of the shipment to the recipient (for reasons beyond the control of Spedimex)	+50% of the basic freight	+50% of the basic freight
Another attempt to collect the shipment from the Sender (for reasons beyond the control of Spedimex)	+50% of the basic freight	+50% of the basic freight
Return of the shipment to the Sender	+100% of the basic freight	+100% of the basic freight
Unjustified cargo pick-up (shipment not prepared for collection)	+50% of the basic freight	+50% of the basic freight
Additional parking of vehicles for loading or unloading	First 0,5h – 0 PLN, each subsequent hour started: 40 PLN	First 0.5h – 0 PLN, each subsequent hour started: 9.5 EUR
Adjustment of shipment parameters	40 PLN	9,5 EUR
Entering the order on behalf of the Customer by an employee of Spedimex	15 PLN	4 EUR
Redirection of a shipment within a terminal	20 PLN	5 EUR
Redirection of a shipment between terminals	+100% of the basic freight	+100% of the basic freight
Neutralization of documents from the shipment	20 PLN	5 EUR
Shipment repacking	40 PLN	9,5 EUR
Printing and labeling the package	10 PLN	2,5 EUR
Obtaining original transport documents for the order	25 PLN	6 EUR
Delivery in an urban agglomeration with difficult access	+15% of the basic freight	+15% of the basic freight
Delivery to remote areas (mountain and seaside areas)	+30% of the basic freight	+30% of the basic freight
Un-palletizing the shipment to the place indicated by the Recipient (unit packaging on a pallet cannot exceed 30 kg)	2 PLN/single package	0.5 EUR, single package
Storage of an undelivered package / pallet for more than 48H	2 PLN/day	0.5 EUR/day
Cargo insurance in domestic transport	0,1% of the declared value of the shipped cargo, not less than 35 PLN	0.1% of the declared value of the shipped cargo, not less than 8.5 EUR
Additionally insuring the shipment for the declared value of goods PLN 1,000 – PLN 50,000	8 PLN	1,9 EUR
Delivery notification via email	free	free
Delivery notification via SMS	free	free
Confirmation of delivery via email	free	free
Confirmation of delivery via SMS	free	free
Delivery notification in the recipient's IT system	16 PLN	3,5 EUR

Price List of International Fees and Additional Services	
TYPE OF SERVICE	NET PRICE in EUR
Re-delivery of the shipment to the recipient (for reasons beyond the control of Spedimex)	Additional fee – till 50% of the basic freight
Another attempt to collect the shipment from the Sender (for reasons beyond the control of Spedimex)	Additional fee – till 50% of the basic freight
Return of the shipment to the Sender	Additional fee – till 100% of the basic freight
Unjustified cargo pick-up (shipment not prepared for collection)	Additional fee – till 50% of the basic freight
Additional parking of vehicles for loading or unloading	First 0.5h – 0 PLN, each subsequent hour started: 9.5 EUR
Adjustment of shipment parameters	9,5 EUR
Entering the order on behalf of the Customer by an employee of Spedimex	4 EUR
Redirection of a shipment within a terminal	5 EUR
Redirection of a shipment between terminals	Additional fee – till 100% of the basic freight
Neutralization of documents from the shipment	5 EUR
Shipment repacking	9,5 EUR
Printing and labeling the package	2,5 EUR
Obtaining original transport documents for the order	6 EUR
Delivery in an urban agglomeration with difficult access	+15% of the basic freight
Delivery to remote areas (mountain and seaside areas)	+30% of the basic freight
Un-palletizing the shipment to the place indicated by the Recipient (unit packaging on a pallet cannot exceed 30 kg)	0.5 EUR, single package
Storage of an undelivered package / pallet for more than 48H	0.5 EUR/day
Cargo insurance in international transport	0.1% of the declared value of the shipped cargo, not less than 8.5 EUR
Delivery notification via email (import)	free
Delivery notification via SMS (import)	free
Confirmation of delivery via email (import)	free
Confirmation of delivery via SMS (import)	free
Delivery notification in the recipient's IT system	9,5 EUR
Delivery notification via email (export)	6,5 EUR
Delivery notification via phone (export)	6,5 EUR
Surcharge for a shipment over 2.4 m to 4.0 m long (parcels up to 30KG)	20 EUR
Delivery FIX:	
1) exactly on a given day by 5.00 p.m.	25 EUR
2) exactly on a given day by 12.00 p.m.	45 EUR
3) exactly on a given day by 10.00 p.m.	65 EUR