

## GENERAL TERMS AND CONDITIONS OF OFFER

1. Payment term – to be agreed after the offer is accepted, until the moment when the offer/financial terms are agreed – prepayment of the entire amount of costs before releasing the shipment (import) / before providing a means of transport for loading (export).
2. All fees shall be increased by VAT in an amount applicable on the date of invoice.
3. Fees specified in this offer expressed in currencies other than the Polish zloty (PLN) shall be converted into PLN according to the selling rate of Pekao S.A. as of the date of invoice. Terms and additional charges are available at: [http://pl.kuehne-nagel.com/pl\\_pl/other-links/strefa-klienta/](http://pl.kuehne-nagel.com/pl_pl/other-links/strefa-klienta/). In the event of any default payment, notwithstanding any other rights, the Offeror shall be entitled to receive statutory interest calculated from the date when the payment was due.
4. The Offeror reserves the right to change the amount of the fees in the event of changes in the costs related to the service provision, occurred for reasons not attributable to the Offeror.
5. Fees specified in this offer do not include fees imposed by other participants in the transport process, fees resulting from applicable tax, customs and administrative regulations, as well as other costs arisen for reasons not attributable to the Offeror.
6. The Price List of Services constitutes an appendix being an integral part of the offer.
7. The offer shall be conditioned (within the meaning of Article 89 of the Civil Code) on the availability of appropriate means of transport in the periods indicated by the Principal.
8. The offer shall not cover the services of insuring the goods for the period of transport (cargo insurance). Cargo insurance upon request – conditions are available at: [http://pl.kuehnenagel.com/fileadmin/country\\_page\\_structure/EE/Poland/Documents/Customs\\_zone/UBEZPIECZENIE\\_CARGO\\_KN\\_SURE\\_na\\_strone.pdf](http://pl.kuehnenagel.com/fileadmin/country_page_structure/EE/Poland/Documents/Customs_zone/UBEZPIECZENIE_CARGO_KN_SURE_na_strone.pdf)
9. The Principal shall be liable for appropriate packaging of the goods, each time taking into account a specific nature of the particular mode of transport, and for labelling and marking of the goods in accordance with their properties and with applicable regulations.
10. Detailed information on the entire scope of the services performed by the Offeror shall be provided to the Principal upon request and shall constitute a new offer.
11. The offer shall not cover services related to:
  - a) dangerous goods within the meaning of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) (Polish Journal of Laws [Dz.U.] No. 2011.110.641 as amended),
  - b) strategic goods within the meaning of the Act on foreign trade in goods, technologies and services of strategic significance for state security and for the maintenance of international peace and security (Polish Journal of Laws [Dz.U.] No. 2004.229.2315 as amended),
  - c) dangerous goods within the meaning of IATA DGR regulations,
  - d) dangerous goods within the meaning of the IMDG Code,
  - e) dangerous goods within the meaning of the Act on Transport of Dangerous Goods (Polish Journal of Laws [Dz.U.] No. 2011.227.1367),
  - f) services of warehousing, storage during transport and retaining a means of transport at intermediate points on the carriage route, in the place of loading or unloading.
12. Force majeure is an extraordinary event or circumstance beyond the control of the parties, such as a war, strike, riot, crime, or an event described by the legal term act of God (hurricane, flood, earthquake, volcanic eruption, diseases, pandemics, epidemics etc.), prevents one or both parties from fulfilling their obligations under the contract. The Principal shall reimburse Kuehne + Nagel for any costs for deviation or delay or any other increase of costs of whatever nature caused by force majeure.
13. By accepting this offer, the Principal:
  - a) confirms to have read and accepted the conditions of Blue Anchor Line available at: [http://www.blueanchorline.com/fileadmin/www\\_blueanchorline\\_com/files/documents/BAL\\_-\\_Terms\\_and\\_Conditions.pdf](http://www.blueanchorline.com/fileadmin/www_blueanchorline_com/files/documents/BAL_-_Terms_and_Conditions.pdf) [http://www.blueanchorline.com/fileadmin/www\\_blueanchorline\\_com/files/documents/SWB\\_-\\_Terms\\_and\\_Conditions.pdf](http://www.blueanchorline.com/fileadmin/www_blueanchorline_com/files/documents/SWB_-_Terms_and_Conditions.pdf),
  - b) acknowledges that the service may be commissioned to Transpac Container System Ltd. with registered seat in Hong Kong (NVOCC) and to other subcontractors, depending on the mode of transport;
  - c) confirms he has read and accepts the FIATA Model Rules for Freight Forwarding Services including the supplement, available at [www.kuehne-nagel.pl](http://www.kuehne-nagel.pl);
  - d) confirms to have read and accepted the detailed operating conditions of marine forwarding services provided by the Offeror, available at: [http://pl.kuehne-nagel.com/pl\\_pl/other-links/strefa-klienta/](http://pl.kuehne-nagel.com/pl_pl/other-links/strefa-klienta/);
  - e) accepts the fact that the general contractual terms and conditions used by the Principal shall not apply and shall be excluded by accepting this offer;
  - f) undertakes to cover all costs related to the service and connected with the obligation to perform actions stated in applicable regulations, in particular the costs of customs revision, sanitary inspection and fumigation;
  - g) concludes a contract of forwarding with the Offeror on the conditions indicated in the offer, Price List of Services and FIATA Model Rules for Freight Forwarding Services including the supplement;
  - h) confirms he is not a consumer within the meaning of Article 22 [1] of the Civil Code.
14. The Offeror is a forwarder conducting business activity in accordance with the FIATA Model Rules for Freight Forwarding Services, including the supplement, available at: [www.kuehne-nagel.pl](http://www.kuehne-nagel.pl).
15. The Offeror informs that he processes the personal data provided in the forwarding order for a proper performance of the contract of forwarding on the conditions specified therein. For the purpose of and to the extent necessary for the performance

of the contract of forwarding, the Offeror shall make the provided data available to his subcontractors, to entities from Kuehne + Nagel capital group, and to entities indicated in the documents related to the contract. The Principal may access and correct the contents of the personal data. The provision, by the Principal, of the data required in the forwarding order is voluntary but necessary for the performance of the contract of forwarding.

16. This offer is directed only to the persons and entities indicated as addressees. The information contained herein constitutes trade secret within the meaning of Article 11 of the Act of 16 April 1993 on combating unfair competition (Polish Journal of Laws [Dz.U.] No. 2003.153.1503). Dissemination or disclosure of this document to third parties, in full or in part, constitutes an act of unfair competition within the meaning of the aforesaid Act.
17. The application of Article 661 of the Civil Code is excluded.
18. CLIENT'S RESPONSIBILITY IS TO PROVIDE CORRECT HS CODE as well as DUAL USE/MILITARY CLASSIFICATION if applicable. In the event of failure to comply with this condition, Kuehne + Nagel's liability/indemnity is waived.
19. A rate adjustment and surcharge clause:

Quotations of and agreements with Kuehne + Nagel about rates, prices, surcharges, and services refer exclusively to expressly listed services, goods of standard dimensions and weights according to the applicable weight and dimension limitations for the respective transport mean as well as an essentially unchanged cargo, order quantity or quantity structure. In addition, such quotations presume normal, unmodified transport conditions, unimpeded connecting ways, the possibility of immediate forwarding, the remaining validity of the underlying freight, exchange rates and tariffs of the agreement, rates and tariffs, unchanged data processing requirements, quality assurance arrangements and operational instructions. Furthermore, they presume unmodified public taxes, fuel and personnel costs as well as unchanged market conditions, such as higher or lower customer and business demand, inflation, deflation, interest rates, capacity, inventory availability and variable surcharges, unless such changes were predictable, given the circumstances, at the time of conclusion of the contract. In such different circumstances, Kuehne + Nagel reserves the right to re-validate the quotation conditions in its reasonable sole discretion.
20. A bunker adjustment clause:

Kuehne + Nagel reserve the right to adjust the rates, if the bunker value of VLSFO or any other fuel grade according to relevant regulations (e.g. MGO/0.5 IFO) does fluctuate.
21. A capacity and equipment clause:

All services quoted are subject to equipment availability, carrier capacity and mutually agreed and explicit volume forecasts. These include, but are not limited to, special container equipment types. Kuehne + Nagel will make an assumption that trade lane volumes should be divided equally over the tender period, unless the Customer provides detailed forecast and seasonality information.
22. Customer Trade Control Clause  
Customer warrants that (a) Customer and its owners as well as all parties to Customer's shipments and transactions, including their respective owners, and (b) Customer's transactions for which Kuehne + Nagel ("KN") provides the services, are not subject to any applicable US, EU or national customs, import, export, trade control or sanctions laws and regulations that would prohibit such services.  
Customer shall supply KN, in writing, with all documents and information including, but not limited to, commodity classification numbers, customs valuations, country of origins, export control classification numbers and any required export, re-export, transit or import licenses permits, authorizations or exemptions ("Customer Data") necessary for KN to provide the services in accordance with applicable laws and regulations.  
Customer warrants that the Customer Data is complete and accurate. Customer shall immediately advise KN of any errors, discrepancies, incorrect statements or omissions in Customer Data filed by KN on Customer's behalf with Customs and other authorities or third parties.  
Customer acknowledges that KN is not the Exporter of Record, Importer of Record, Fiscal Representative, Ultimate Consignee or End-User and that KN is unable to sign government forms on behalf of such parties.  
Customer shall indemnify and hold harmless KN and all KN affiliates from all claims, expenses, losses, penalties and damages, including reasonable attorneys' fees, arising from or in connection with Customer's failure to comply with obligations in this clause.