

## **General Terms of Service for Freight Forwarding Services by Road**

### **Version 2022\_01**

**Kuehne + Nagel Sp. z o.o., with its registered office in Gądkı ul. Spedycyjna 1, 62-023 Gądkı, k. Poznań, hereinafter referred to as the Freight Forwarder, provides freight forwarding services by road to its customers, hereinafter referred to as Customers, under the following terms:**

1. As part of its business activity, the Freight Forwarder provides services organizing land transportation. In particular, transportation organization shall consist in selecting a carrier for the transport, with whom a contract of carriage will be concluded in the Freight Forwarder's name, but on behalf of the Customer.  
Organization of the particular services shall be based on detailed forwarding orders sent by the Customer to the Freight Forwarder using the "KN Login" or "MyKN Booking" online application. To be valid, forwarding orders placed via the "KN Login" or "MyKN Booking" application do not have to be confirmed by the Freight Forwarder. A detailed procedure for the conclusion of contracts for freight forwarding services is included in the Rules for electronic placement of forwarding orders via the "KN Login" or "MyKN Booking" application (Rules for the Provision of Electronic Services) at: <https://pl.kuehne-nagel.com/-/wiedza/strefa-klienta/wazne-dokumenty-i-formularze>
2. For an additional fee approved by the Freight Forwarder, the Customer may place forwarding orders by filling out and sending, to the Freight Forwarder, a forwarding order form consistent with the template available at: <https://pl.kuehne-nagel.com/-/wiedza/strefa-klienta/wazne-dokumenty-i-formularze>. To be valid, a forwarding order which the Freight Forwarder receives this way must be confirmed by the Freight Forwarder or person authorized by the Freight Forwarder. Confirmation consists in the Freight Forwarder sending the Customer an order confirmation in the form of a document, or else the order shall be invalid.
3. Methods of placing forwarding orders with the Freight Forwarder other than those referred to in sections 1 and 2 above shall be possible exclusively subject to the Parties' written agreement or else shall be invalid.
4. Whenever a forwarding order is placed, it shall reference the number of the freight forwarding offer to which it applies. Failure to reference the number of the offer may result in a delay of conclusion of the contract and, consequently, delay in the commencement of order execution for reasons attributable to the Customer.
5. The planned delivery time shall not include the wait on the border or the time needed for customs, export, and import formalities, regardless of who is obliged to complete them.
6. The Customer shall be responsible for all obligations that, under the law, are the consignor's responsibility. In particular, the Customer shall be obliged to:
  - a) ensure proper preparation of the consignment for transport, including packaging, placement, labeling, and marking of goods in line with the applicable regulations and properties of the goods; in particular, packaging must: be adequately closed, preventing unauthorized persons from accessing the contents of the consignment; be sufficiently resistant for the consignment's weight and contents; have internal protections to prevent the consignment's contents from changing position; have marks attesting to the consignment's special character, like: "fragile", "top/bottom" (the consignor must attach the markings before loading)
  - b) mark transport units on which other transport units must not be stacked
  - c) ensure proper loading and unloading of the consignment, including such placement in the vehicle that will enable its proper carriage, and ensure it will not damage other consignments during carriage and enable its release to the consignee without loss or damage
  - d) correctly fill out the waybill or verify the correctness of the electronic waybill on a mobile device and point out the necessity of its potential modification, if a given transport uses an electronic waybill
  - e) provide the Freight Forwarder with any documentation, permits, and information needed for the execution of the service as per the order and any legislation in force, including in particular applicable customs documentation
7. The Customer shall be strictly liable for damage suffered by the Freight Forwarder and third parties due to:
  - a) providing the Freight Forwarder, either in the order or other correspondence or documents, with imprecise, incomplete, or incorrect data, in particular concerning the amount, weight, dimensions, and properties of the consignment and its packaging
  - b) incorrectly filled-out waybill
  - c) inappropriate packaging of the consignment
  - d) properties of the consignment
  - e) loading-related activities, in particular in respect of loading, unloading, and placement of the consignment
  - f) delay in loading or unloading of the consignment
  - g) absence of consignment at loading
8. The Customer shall be obliged to decline loading and immediately inform the Freight Forwarder thereof where he finds that the rolling stock does not comply with the terms of the concluded contract for freight forwarding services and where the rolling stock's condition does not suitably protect the cargo from loss or damage. Where loading is performed by an entity other than the Customer, the Customer shall be obliged to inform them and ensure that the

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ul. Spedycyjna 1  
PL 62-023 Gądkı (k. Poznań)

e-mail: [info.poznan@kuehne-nagel.com](mailto:info.poznan@kuehne-nagel.com)

Internet: <http://www.kuehne-nagel.pl>

Share capital

14 868 550,00 PLN

NIP: 779-24-29-566

REGON: 361063720

BDO number:

000040559

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above entity complies with the above obligation. The Customer shall be liable for the consequences of breaching the above obligations.

9. The Customer shall be obliged to refrain from ordering carriage services directly from carriers performing carriage for the Customer under contracts concluded with the Freight Forwarder. The above prohibition shall apply to carriers whose data are included in transport documents relating to the execution of this order and to carriers who the Customer knows to execute carriage for him under contracts concluded with the Freight Forwarder.
10. Both personal actions of the Customer and actions of entities related to the Customer via personal or capital relations shall be a violation of the obligation referred to in subparagraph 9.
11. A person related to the Customer via a personal or capital relation shall be:
  - any entity with over 10% shares in the Customer's capital;
  - any entity in which the Customer has over 10% shares;
  - entities being, along with the Customer, shareholders in a partnership;
  - entities being shareholders of a Customer being a partnership;
  - members of governing bodies of a Customer being a corporation;
  - ascendants and descendants, siblings, and relatives by affinity up to the 1st degree of the Customer and any entity referred to above.
12. The Freight Forwarder acts in his name but on behalf of the Customer. Accordingly, the Freight Forwarder shall be obliged to transfer to the Customer, on Customer's demand, all the rights that the Freight Forwarder acquired on his behalf during the performance of a contract of freight forwarding services.
13. The Freight Forwarder shall not be obliged to assert, on behalf of the Customer, claims against third parties or undertake steps aiming to suspend or stop the course of the time limit for the claims' time bar.
14. The Freight Forwarder may commission the services to third parties (substitute freight forwarders) without the Customer's written permission.
15. Where the order lacks unambiguous, sufficient, and feasible instructions or special arrangements, the Freight Forwarder shall be free to decide about the time and method of delivery, type of carriage, and tariffs. However, the Freight Forwarder shall always have regard to the good of the commodities and the Customer's interest.
16. The Freight Forwarder shall not be obliged to verify if a given carriage requires additional documents or permits or if the provided documents are correct.
17. Unless the contract stipulates otherwise, the Freight Forwarder shall not be obliged to include, in the contract of carriage concluded with the carrier, a declaration of the consignment's value or declaration of special interest in its delivery so as to extend the carrier's liability.
18. The Freight Forwarder shall be authorized to check if the data provided to him in the order, e.g., addresses of the consignor and consignee, loading place, the stated times of collection and delivery, are correct and exhaustive; however, he shall not be obliged to do so.
19. The Freight Forwarder shall be authorized to verify the genuineness of signatures and authorizations of the persons who have signed the orders, notifications, transfers, remittances, or other documents, but he shall not be obliged to do so.
20. The Freight Forwarder shall not be liable for the outcomes of additional instructions given by the Customer directly to other entities involved in the execution of the order.
21. Where the Customer has no reservations, the Freight Forwarder may execute the order along with other orders, treating the entrusted goods as a collective shipment or groupage shipment.
22. Unless the Freight Forwarder decides otherwise, he shall not be the contract carrier under this contract; therefore, his data shall not be included in the waybill. Where, in default of the provisions of this subparagraph, data of the Freight Forwarder is included in the waybill, this shall not affect the scope of his responsibility.
23. A carrier acting on commission of the Freight Forwarder may refuse to organize carriage of things in faulty condition or whose packaging is insufficient or lacking appropriate packaging.
24. An acknowledgment of receipt issued by the consignee with no comments as to the amount and quality of the consignment entered in the shipment documents shall be regarded as the consignee's acceptance of the consignment in the condition and amounts stated in the shipment documents.
25. The Freight Forwarder shall be liable, on the basis of fault, including fault in selection, for damage that may arise in connection with the Freight Forwarder's activity, as a normal consequence of an act or failure to act, as per the FIATA Model Rules for Freight Forwarding Services with the addendum, subject to the following provisions:
  - a) Freight Forwarder's liability shall be limited to the amount laid down in the FIATA Model Rules for Freight Forwarding Services with the addendum available at: <https://pl.kuehne-nagel.com/-/wiedza/strefa-klienta>, regardless of whether compensation claims are founded in contract or tort, except where the applicable laws provide otherwise;
  - b) The Freight Forwarder shall not be liable for indirect or consequential losses or profits which the Customer could have achieved had he suffered no damage;
  - c) The Freight Forwarder shall not be liable for public duties arising due to loss, partial loss, or damage of the consignment, in particular customs duties, taxes, and administrative penalties.
26. For the provision of services, the Freight Forwarder shall receive remuneration in the amount agreed in writing in one-time orders accepted by the Freight Forwarder or Freight Forwarder's offers accepted by the Customer. Unless

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- agreed otherwise, Freight Forwarder's remuneration shall include the costs of carriage commissioned to the carrier (carrier's charges) on behalf of the Customer, costs of carriage organization, costs of additional orders of the Customer, and Freight Forwarder's margin.
27. The Freight Forwarder shall be entitled to the remuneration specified in the contract regardless of whether the contract of carriage was executed if, as a result of the Freight Forwarder's actions, it was concluded.
  28. The Customer shall be obliged to cover any additional costs connected with the execution of carriage, which could not be predicted at the conclusion of the contract and resulted for reasons attributable to the Customer.
  29. Where, for reasons attributable to the Customer, execution of the contract of carriage is tied-up, i.e., particularly due to a delay in the consignment's loading or unloading or extended length of customs formalities, the Customer shall be obliged to pay the Freight Forwarder a contractual penalty of EUR 200 for every 24 hours of delay.
  30. The Freight Forwarder's remuneration rates do not include VAT. Therefore, the said tax shall be added in the amount set forth in the regulations applicable on the invoice date.
  31. The remuneration shall be paid by wire transfer to the bank account stated in the invoice issued by the Freight Forwarder within the deadline stated therein.
  32. Should an entity other than the Customer be stated in the order, the Customer guarantees this entity shall make the payment. Where the payer fails to pay within the deadline stated in the accounting document, the Customer undertakes to pay within 3 business days of receiving the request with the relevant accounting document.
  33. Where the Customer is delayed with any payment, the Freight Forwarder, regardless of other rights, shall have the right to statutory interest for delay in business transactions, which will be calculated starting on the date when the payment was due to the date when it is made.
  34. Unless the Parties agree otherwise, payments stated in this Forwarding Order in currency other than Polish zloty (PLN) shall be converted to Polish zloty (PLN) under the currency exchange rate agreed on in one-time orders accepted by the Freight Forwarder or Freight Forwarder's offers accepted by the Customer. Where no such arrangements are made, the Freight Forwarder shall apply the exchange rate as per the applicable laws.
  35. The Customer shall have no right to deduct his claims with the claims of the Freight Forwarder.
  36. Without the Freight Forwarder's prior written consent, the Customer shall have no right to transfer (assign) to another entity receivables to which he is entitled towards the Freight Forwarder under a concluded contract or make offers to conclude such contract.
  37. The scope of this contract does not include cargo insurance.
  38. Any changes to these General Terms shall be executed as documents or else shall be invalid.
  39. Regarding these terms, application of art. 68<sup>1</sup> of the civil code is excluded, and an offer of concluding a contract under these terms may be accepted solely without stipulations. The Customer shall not accept an order on the condition of or subject to a deadline.
  40. Any general contractual terms applied by the Customer shall not apply, and the acceptance of these General Terms shall exclude their use.
  41. In matters unregulated by this contract, the FIATA Model Rules for Freight Forwarding Services with the addendum shall apply and the applicable provisions of the Polish law except for conflicts laws of private international law.
  42. Any disputes arising from or in relation to the contract shall be settled by a competent common court in Poznań, whereby in the case of the district court, the competent court shall be the District Court Poznań - Stare Miasto in Poznań.
  43. The Customer represents that:
    - a) he has familiarized himself with the above Terms of Service, approves and undertakes to apply them;
    - b) he has familiarized himself with the FIATA Model Rules for Freight Forwarding Services with the addendum at <https://pl.kuehne-nagel.com/-/wiedza/strefa-klenta>, accepts them, and undertakes to apply them;
    - c) he acknowledges that these General Terms, including a Detailed Order or Offer and the FIATA Model Rules for Freight Forwarding Services with the addendum, constitute a freight forwarding services contract by and between the Customer and Freight Forwarder.
  44. Under art. 13 sections 1 and 2 of Regulation 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 the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter: GDPR) (Official Journal EU L119/1) we inform that:
    - 1) the Controller of your personal data is Kuehne+Nagel Sp. z o.o. with its registered office in Gądk, ul. Spedycyjna 1, 62-023 Gądk
    - 2) the Controller's Data Protection Officer (employer user) is Iwona Śliwińska, ul. Krakowiaków 34, 02-255 Warszawa, email address: [knpl.iodo@kuehne-nagel.com](mailto:knpl.iodo@kuehne-nagel.com)
    - 3) your personal data will be processed under the GDPR for at least one of the following purposes:
      - a) for the performance of a contract to which you are a party, under GDPR art. 6 section 1 letter b), or (on this legal basis) at your request in order to take steps prior to entering into the above contract
      - b) under GDPR art. 6 section 1 letter c), if processing is necessary for a legal obligation to which the Controller is subject, to the extent provided for in special provisions,
      - c) under GDPR art. 6 section 1 letter f), if processing is necessary for the purposes of the legitimate interests pursued by the Controller, i.e.,: (i) to fulfill and perform a contract concluded by the Controller with your employer/principal/coworker, if you are not a party to a contract concluded with the Controller, (ii) to establish,

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- defend, or assert potential claims, (iii) to protect persons and property belonging to the Controller, including recording of passenger traffic, monitoring of the Controller's premises (iv) for the Controller to conduct direct marketing of Controller's goods and services (v) to initiate contact with the Controller, (vi) to conduct an inspection and audit, and to file complaints regarding goods and services, (vii) to perform contracts with customers or trading partners.
- 4) the Controller may share your personal data with other parties, if necessary to achieve the purpose of processing. In such case, we shall share personal data with three categories of recipients: persons authorized by us, our employees and coworkers, processing entities, and other data recipients, e.g., couriers, banks, insurers, legal offices, auditors, entities within the Group.
  - 5) your personal data may be transferred to a third country on the basis of binding corporate rules under GDPR art. 46 section 2 letter b), the Commission's decision regarding the adequate level of protection, under GDPR art. 45, or in the absence of such decision, under GDPR art. 46 section 2 letter c or d
  - 6) your personal data processed for the purposes stated in:
    - a) subparagraph 3a shall be stored for the duration and performance of the contract to which you are a party
    - b) subparagraph 3b shall be stored for the period provided for in special provisions
    - c) subparagraph 3c shall be stored for the period: (i) of validity and performance of a contract concluded by the Controller with your employer/principal/coworker; (ii) necessary to ensure the protection of persons or property belonging to the Controller, (iii) of the conducted inspections, audits, complaint procedures (iv) necessary to establish, defend, or assert claims; (v) of performance of contracts concluded with customers or trading partners
  - 7) You have the right to demand access to your personal data from the Controller, their rectification, erasure, processing restriction, and data transfer.
  - 8) You have the right to object to processing with respect to the processing stated in subparagraph 3c against the processing of personal data for the purposes of the Controller's pursuit of his legitimate interest, whereby the right to objection shall not be executed in the presence of valid legitimate grounds for the processing, overriding your interests, rights, and liberties, in particular establishing, asserting, or defense of claims.
  - 9) You have the right to file a complaint against the Controller's actions with the Commissioner of Urząd Ochrony Danych Osobowych (Personal Data Protection Office) Stawki 2, 00-193 Warszawa.
  - 10) Provision of personal data for the purpose referred to in subparagraph 3a is voluntary but necessary for the performance of a contract to which you are a party, and failure to provide it shall make its performance impossible. Provision of personal data for purposes referred to in subparagraphs 3b and c is mandatory and is a statutory or contractual requirement and is necessary for the performance of a contract to which you are a party or contract concluded with your employer/principal/coworker, except for the purposes of marketing of the Controller's goods and services, in this respect, provision of data is voluntary and does not condition conclusion or performance of the contract.
  - 11) No steps shall be undertaken with respect to you consisting in automated decision-making, including profiling.
45. Special regulations:
- a) where a forwarding order pertains to goods uninsured within the meaning of the European Agreement concerning International Carriage of Dangerous Goods by Road (ADR) of 30.09.1957 (Official Journal 2011.110.641, as amended) the Freight Forwarder reserves the right to change the rates stated in the Order to include the necessary costs of handling the above goods, including fines for untrue or incomplete information about the goods or incorrect marks on the goods. In particular, the Customer shall be obliged to provide correct data regarding the UN, class, packing group, weight, amount, and packaging type.
  - b) where the forwarding order concerns goods transported from or to Hungary, the Customer undertakes to furnish the EKAER number, stating KN Hungary as Freight Forwarder (EKAER number 120317888 and VAT number 10539868). Where the goods transported to or from Hungary are not subject to EKAER registration, the Customer undertakes to provide the Freight Forwarder with the relevant confirmation in writing. The Freight Forwarder reserves the right to change the rates stated in the Orders to include other necessary costs resulting from the provision of incorrect EKAER data. The Customer shall bear full responsibility if during the performance of services, the Freight Forwarder, with or without a relevant request from an authority, for reasons attributable to the Customer, pays any obligations to the competent authorities in Poland or any other country connected with the provided service, in particular in Hungary.
  - c) where the forwarding order concerns strategic goods, within the meaning of the act on foreign trade in goods, technologies, and services of strategic importance for national security and maintaining international peace and security (Journal of Laws 2004.229.2315, as amended), the Freight Forwarder reserves the right to change the rates stated in the Order to include other necessary costs of handling the above goods
  - d) where the forwarding order concerns transportation of coffee through the territory of Germany, the Customer shall be obliged to notify the Freight Forwarder thereof before the conclusion of the contract, and the Freight Forwarder shall have the right to decline such order. Furthermore, the Customer shall be fully and strictly liable towards the Freight Forwarder for any damages that resulted from failure to inform him of

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the above circumstances and the Customer's failure to comply with the obligations under the German regulations pertaining to coffee transportation.

- e) where the forwarding order concerns transportation of goods subject to the act on the system for monitoring of goods transportation by road, the Customer shall be obliged to notify the Freight Forwarder thereof before the conclusion of the contract, and the Freight Forwarder shall have the right to decline such order. Furthermore, the Customer shall be strictly and fully liable towards the Freight Forwarder for any damages that resulted from the failure to inform him of the above circumstances and the Customer's failure to comply with the obligations under the above act.
46. Subject to the provision of subparagraph 48 of these terms, the Freight Forwarder shall not accept the following goods for carriage:
- a) goods subject to the European Agreement concerning International Carriage of Dangerous Goods by Road (ADR) Journal of Laws of 2002, No. 194, item 1629, as amended) which are subject to special requirements with respect to the infrastructure: i.e., ventilation and sewer system, and separated zones,
  - b) goods of strategic importance for national security and maintaining international peace and security, within the meaning of the act of 29 November 2000 on foreign trade in goods, technologies, and services of strategic importance for national security and maintaining international peace and security (Journal of Laws No. 119, item 1250, as amended),
  - c) dangerous products within the meaning of the act of 12 December 2003 on the general rules for product safety (Journal of Laws No. 229, item 2275, as amended),
  - d) medicinal products within the meaning of the act of 6 September 2001 Pharmaceutical Law (Journal of Laws No. 126, item 1381, as amended) or medicinal products within the meaning of Directive 2001/83/EC of the European Parliament and of the Council of 6 November 2001 on the Community code relating to medicinal products for human use.
  - e) weapons and munitions
  - f) live animals and plants
  - g) personal belonging and resettlement property
47. The Customer's failure to comply with the provisions of subparagraph 46 shall result in no liability of the Freight Forwarder for any damage to the consignment or delay in the performance of the contract; furthermore, it shall give rise to the Customer's strict liability towards the Freight Forwarder for any damage suffered by the Freight Forwarder due to performance of contract concluded in violation of subparagraph 46.
48. The Customer shall comply with all the applicable requirements pertaining to trade control and embargoes, in particular, verification of persons with restricted rights, requirements pertaining to exportation, customs, importation, and domestic operations, with respect to the Customer's goods.

The Customer shall provide all applicable licenses for all jurisdictions competent for a given transaction, and data, in particular, all applicable export control and customs classification numbers, country of origin, all applicable restrictions as to the country of destination, irrespective of the country to which the goods are delivered. The Customer shall be obliged to provide an exact customs valuation and exact names and addresses of all parties participating in the transaction. The Customer shall furnish the above data and information in a proper and timely manner to enable the Freight Forwarder to provide the agreed scope of services. Where the requirements pertaining to trade control of the Customer and restrictions relating to an embargo are not met, or where they are unclear, or where the transaction is not permitted in a given jurisdiction, the Freight Forwarder shall be exempted from the obligation to provide services, without any liability for damages.

Should the Customer's position pertaining to trade control and restrictions relating to an embargo change, the Customer shall, in due time, take account of the changes in cooperation with the Freight Forwarder, to enable the Freight Forwarder to meet his obligations and ensure that the changes shall not expose the Freight Forwarder to any legal or other consequences.

The Freight Forwarder shall not accept any request of the Customer that would extend Freight Forwarder's liability or aiming for the Freight Forwarder to be treated as consignee, end-user, official importer, official exporter, tax representative, or any other party unless mutually agreed by the Parties.

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The Customer shall be responsible for all expenses, including legal expenses, other expenses, losses, or damages suffered by the Freight Forwarder due to the lack or incorrectness of data pertaining to trade control or compliance with regulations, documentation, information, or other factors which the Customer is obliged to furnish. The Customer shall indemnify the Freight Forwarder for all expenses, losses, and claims, including but not limited to customs duties, taxes, interest, fines, and penalties imposed on the Freight Forwarder or his business partners, resulting from the nature of the Customer's products or the actions or failure to act of his employees, providers, or clients.

Inasmuch as the Freight Forwarder is contractually obliged to verify the documentation and information furnished by the Customer, such as, in particular, licenses, customs tariffs numbers, or products' descriptions, the Parties acknowledge and agree that the verification obligations of the Freight Forwarder shall be limited solely to verification of documentation's completeness. To the maximum extent permitted by the law, the Freight Forwarder shall not be responsible for verification of the correctness, validity, or authorization of so provided information or data.

Any representations, notifications, or statements made by the Freight Forwarder, relating in particular to customs tariffs, tax or export controls, and restrictions relating to embargo, may be considered solely as initial estimates, with no representations or guarantees whatsoever, either expressed or implied. The Customer shall rely on such representations, notifications, and information provided by the Freight Forwarder or use them at his own risk, and the Freight Forwarder shall not be liable towards the Customer or other persons.

Where the Customer requires the Freight Forwarder to directly cooperate with suppliers, clients, end-users, or other parties of the Customer, the whole of this clause shall apply to such cooperation. In all cases, the Customer shall be liable for actions of the parties with who the Freight Forwarder is obliged to cooperate.

49. The General Terms of Service have been executed in Polish and English. In case of discrepancies between the two language versions, the Polish version shall prevail.

50. These terms of service are effective as of 14 March 2022.

## Customer

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(first name and surname of the person authorized to represent the Customer, date, and company's seal)

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