

## General Terms and Conditions of Freight Forwarding for TMM Express Sp. z o.o.

1. These General Terms and Conditions of Freight Forwarding of TMM Express Sp. z o.o. ("GTCFF") set out the rules for performing national and international freight forwarding services by TMM Express Sp. z o.o.
2. Anyone who places a job order with the freight forwarder is a Customer, even if they act through representatives-employees, subcontractors, etc.
3. A freight forwarding agreement is considered concluded upon the freight forwarder's receipt of a written order, unless the freight forwarder informs the person placing the order of its refusal to accept it without undue delay.
4. An order should specify the address and exact name of the shipper and the recipient as well as of the Customer, where they are not the shipper or the recipient, the scope of the service ordered, the type and content of the shipment, and the value, weight, dimensions and volume of the shipment. Moreover, the customer should enclose with their order any documents necessary to perform the job correctly. The Customer is responsible for the accurateness and completeness of the data included in the job order. The Customer is liable for damage caused by giving inaccurate or incomplete data. The Customer is responsible for proper packing and securing of shipments in a manner that protects them against damage during transport.
5. The Freight Forwarder may check the accurateness of data included in a job order.
6. The Freight Forwarder undertakes to perform any actions ordered from it with due care, according to the customer's interests.
7. The Freight Forwarder reserves the right to subcontract some activities to third parties professionally dealing with such activities, selected by it with special care.
8. The Freight Forwarder is entitled to a fee from the Customer in accordance with the agreement concluded.
9. The Freight Forwarder has the right to invoice for services rendered at the time of acceptance of the goods for transport.
10. The Freight Forwarder is entitled to an appropriate fee for any services not contemplated in the agreement, and also to reimbursement of expenses incurred.
11. The Freight Forwarder offers services connected with transport, such as checking the condition of the cargo, preparing shipping documents, entering into a transport agreement, delivering the shipment to the carrier, complying with customs formalities, and insuring the goods. The detailed scope of the service is determined by the Customer in their written job order.
12. In the absence of sufficient or feasible instructions from the Customer, the Freight Forwarder may perform the agreement – while protecting the Customer's interests – at its own discretion, in particular it may independently determine the manner, route or means of transport, etc., of which it should inform the Customer in advance where possible.
13. If a shipment is found to be incomplete or damaged, the Freight Forwarder will secure the cargo and inform the Customer of the fact.
14. The Freight Forwarder will refuse to perform its services in the case of goods which may pose a threat to other items or people and in the case of goods liable to deteriorate or expire rapidly. The Freight Forwarder does not accept shipments, which:
  - (a) contain written correspondence, letters – except for unaddressed mail and surveys, cash, securities, other payment documents, valuable items /jewellery, works of art, antiques, numismatic

- items, etc./; weapons and ammunition, items that deteriorate rapidly or require special transport conditions; chemically and biologically active goods, animals, human or animal remains, narcotic drugs or psychotropic substances, drugs that require special transport conditions, other goods with properties which pose a threat to the health of persons coming into contact with them, other goods whose transport is prohibited by applicable laws;
- (b) are improperly packed;
- (c) may damage or destroy other shipments.
15. The Freight Forwarder will refuse to perform its services if the Customer is late with payment of any amount due for services previously provided.
  16. The Freight Forwarder does not accept shipments containing goods of strategic significance 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 of 29.11.2000 (Journal of Laws No. 229, item 2315, of 2004). The placement of a freight forwarding order by the Customer is synonymous with a declaration that the shipment does not contain such goods.
  17. Freight forwarding dangerous goods in quantities larger than those specified in section 1.1.3.6 of the ADR Convention may only take place with prior, separate agreement on the terms and conditions. The placement of a standard freight forwarding order by the Customer is synonymous with a declaration that the shipment does not contain goods in excess of the quantities specified in the ADR provision of the Convention referred to above.
  18. The Freight Forwarder may sell, neutralise or destroy goods with properties that may cause a risk of personal, property or environmental damage, and the Customer has not taken action aimed at preventing the damage despite a request to do so. Moreover, the Freight Forwarder may sell, neutralise or destroy the above-mentioned goods in the event of imminent danger to other goods, people, the environment and also when required by the Customer's interests.
  19. The Freight Forwarder is liable for any loss, partial loss of or damage to the shipment from the time of collecting it until handing it over to the carrier, further freight forwarder, the Customer or the person indicated by the Customer.
  20. The Freight Forwarder is not liable in particular for damage caused by:
    - (a) improper packing or marking of the goods by the Customer or a third party;
    - (b) outdoor storage that was agreed earlier or is in accordance with good practice;
    - (c) theft or burglary;
    - (d) force majeure (public order, weather conditions, war, riots, etc.);
    - (e) the natural properties of the goods;
    - (f) actions of third parties, which could not have been prevented by the Freight Forwarder.
  21. The Freight Forwarder is liable for any loss, partial loss of or damage to the shipment attributable to it within the limits of the normal value of the shipment, not greater than:
    - (a) for material damage (loss, partial loss or damage) – EUR 4 per kilogram of gross weight affected by the loss, partial loss or damage.
  22. For damage affecting part of the item, damages are determined according to the weight of the affected part of the item or according to the proportionate fee for freight forwarding.
  23. The maximum limit of the Freight Forwarder's liability for loss, partial loss of or damage to a shipment is EUR 50,000.
  24. The Freight Forwarder's liability for culpable damage other than loss, partial loss of or damage to a shipment is limited to twice the amount of the Freight Forwarder's fee.

25. The Freight Forwarder is not liable for damage caused by failure to perform or improper performance of a service, involving loss of interest, profits or income on the part of both the Customer and third parties.
26. The above-mentioned limitations of liability do not apply to cases where damage is caused by the Freight Forwarder's wilful misconduct or gross negligence.
27. In the event of damage, partial loss or other defects visible from the outside, objections should be raised to the Freight Forwarder in writing during acceptance of the goods. Damages which cannot be noticed from the outside should be reported to the Freight Forwarder in writing within 24 hours of acceptance of the goods. If objections as to the condition of goods are raised later, it will be presumed that the goods were delivered intact.
28. The Freight Forwarder has a lien on a shipment in accordance with the Civil Code, i.e. a right to claim the transport fee and reimbursement of expenses and other receivables arising from its freight forwarding jobs, including from its previous freight forwarding jobs.
29. The Freight Forwarder exercises its lien either for as long as the shipment is with it or with the person who holds it on its behalf or for as long as it may dispose of it using documents.
30. If goods subject to the Freight Forwarder's lien are lost or damaged, the Customer undertakes to assign their claims for damages against the insurer to the Freight Forwarder.
31. Any complaints relating to failure to perform or improper performance of the Freight Forwarder's obligations set out in these GTCFF will be handled by the Complaint Department of TMM EXPRESS sp. z o.o.
32. The basis for initiating a complaint process is the Customer lodging a written complaint specifying the claim amount and sending the following documents: the original of the freight forwarding job order, a certified true copy of the damage report prepared to document the damage, and a certified true copy of the financial and accounting documents justifying the amount of the claim for damages (e.g. VAT invoices, calculations of manufacturing costs).
33. The Freight Forwarder reserves the right to demand other documents necessary to close the complaint process.
34. Any claims against the Freight Forwarder have a one-year limitation period. The limitation period starts running:
  - (a) for partial loss or damage – from the date of delivery of the goods to the Recipient;
  - (b) in the event that a shipment is lost or delivered late – from the date on which the shipment was to be delivered;
  - (c) in any other case – from the date of completion of the job.
35. The Customer has no right to deduct the amounts of claims under the freight forwarding agreement from past, current or future amounts payable to the Freight Forwarder. The Customer may not transfer its debts to the Freight Forwarder to a third party without the Freight Forwarder's written consent.
36. Any disputes between the Freight Forwarder and the Customer, if not resolved by negotiation and amicably, shall be considered by the competent court having appropriate jurisdiction.
37. In matters not regulated by these GTCFF, the provisions of international agreements and the Civil Code shall apply.