

GENERAL TERMS AND CONDITIONS OF CONTRACTS CONCLUDED BY POLFROST INTERNATIONALE SPEDITION LIMITED LIABILITY COMPANY AS A SERVICE PROVIDER

§ 1.

The terms used in these General Terms and Conditions of Contracts Concluded by Polfrost Internationale Spedition Limited Liability Company (hereinafter also General Terms and Conditions or the GTC) shall have the following meanings:

1. Freight Forwarder - Polfrost Internationale Spedition Sp. z o.o., 27/2 Tyniecka Street, 02-615 Warsaw, District Court for the capital city of Warsaw in Warsaw, XIII Commercial Division of the National Court Register, KRS 0000097522, NIP PL5261063249 (hereinafter also Polfrost), undertaking for remuneration on behalf of the Principal sending or receiving the shipment or providing other services related to its transport.
2. Contractual Carrier - Polfrost Internationale Spedition Sp. z o.o., 27/2 Tyniecka Street, 02-615 Warsaw, District Court for the capital city of Warsaw in Warsaw, XIII Commercial Division of the National Court Register, KRS 0000097522, NIP PL5261063249 (hereinafter also Polfrost), concluding a road transport contract with the sender (sometimes also called the Principal) for remuneration.
3. Principal - a legal or natural person who does not conduct business activity, concluding an agreement with Polfrost as a freight forwarder or contractual carrier.
4. Sender - party to the contract of carriage concluded with the carrier, including the shipper, freight forwarder, and consignor.
5. Forwarding Agent - an entity used by the General Forwarder when performing the order, entrusting it with a specific part of its duties.
6. Carrier - an entity used by Polfrost to perform the concluded forwarding or transport contract.
7. Items of extraordinary value - movables whose value as shipments exceeds the sum of the liability insurance of Polfrost as a Freight Forwarder or a contractual carrier, depending on the type of contract concluded.

§ 2.

These General Terms and Conditions shall also apply to each case of Polfrost's civil liability, including non-contractual liability, subject to mandatory provisions.

§3.

- I. These General Terms and Conditions shall apply in full. Any exclusions from the application of some of their provisions have no legal significance, unless Polfrost expressly agrees to it in writing, confirming that with its own signature.

Polfrost Internationale Spedition Sp. Z o.o.

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02-615 Warszawa

Zarejestrowano w Sądzie Rejonowym dla m.st.

Warszawy XIII Wydział Gospodarczy Krajowego Rejestru Sądowego

Kapitał zakładowy: 153 000 zł

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2. For the avoidance of doubt, it is assumed that the provisions of these General Terms and Conditions may not be changed by a Polfrost employee through statements, promises and other similar assurances made by it, which will directly or indirectly aim at imposing on the freight forwarder obligations or liability, excluded or limited by these General Terms and Conditions.

3. The Polish General Freight Forwarding Rules 2010 (hereinafter referred to as PGFR), adopted by the Council of the Polish Chamber of Shipping and Logistics based in Gdynia (PISiL) and posted on the PISiL website www.pisil.pl, shall also apply to contracts concluded with Polfrost as a Forwarder. In the event of non-compliance of the PGFR with these General Terms and Conditions, these General Terms and Conditions shall prevail.

§4.

These General Terms and Conditions shall also apply to other contracts concluded by Polfrost with its principals, as long as it would not lead to violation of mandatory provisions of law or the nature of the legal relationship.

§5.

In the case of forwarding or transporting or otherwise handling items of extraordinary value, forwarding or transporting cash, paintings, sculptures and other works, works of art, antique objects, etc., these General Terms and Conditions shall apply, but the liability for damages of Polfrost shall be excluded, except for damage caused intentionally. The above provision does not prejudice the mandatory provisions of law, in particular the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR), which take precedence over the provisions of these General Terms and Conditions.

§6.

1. The offer submitted by Polfrost covers only those activities that are listed therein, and the rates for the services referred to in the offer remain valid only during the validity period of the offer, unless otherwise stated in the content of the offer.

2. The principal of the freight forwarder acknowledges that the offer submitted by Polfrost includes only those costs that are related to the smooth implementation of the transport process.

3. All costs of downtime, demurrage, detention that will be charged to Polfrost or in reference to which there will be a risk of charging Polfrost with these costs, will be paid by the Principal in the amount requested/applied by the carrier, increased by not less than 10% of the Polfrost forwarding commission.

4. Increasing the freight by the carrier, even in the course of the transport, binds the Principal.

5. The Principal declares that it knows the conditions of carriage used by sea carriers and Non-Vessel Operating Common Carriers, including those used by Polfrost, also appearing as bill of lading clauses, as well as tariffs, regulations and other rules for the provision of services by other carriers, including air carriers, both on the back of AWB/HAWB and on the websites of individual carriers. These conditions, if more favorable to the Freight Forwarder than the provisions of these General Conditions, will apply to contracts concluded between the Customer and the Freight Forwarder.

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The Principal acknowledges that no timetables, flights, sailing or other lists of a similar nature are binding and constitute only information that is not an element of the contract of carriage. No carrier shall undertake to carry out the carriage by any particular ship, sea or air, or by any other means of transport, or undertake to commence a journey by sea, air or other specified date or time, or from a specified port or location, or to complete such a journey on a specific date or time, or at a specific port or place.

6. The Principal acknowledges that neither the carrier, regardless of the type of transport, nor Polfrost shall be obliged to make any notification or other type of notification about the arrival of the goods or its readiness for collection. The same applies to the readiness for loading and the arrival of the means of transport.

7. The transit time (TT) given by Polfrost is indicative and is not guaranteed. In no event shall Polfrost undertake to execute the order or to deliver the parcel at a specified time, even if the order otherwise resulted from the correspondence of the Principal with an employee of Polfrost or from other circumstances.

8. The Principal acknowledges that the delivery base, according to which it has concluded a commercial contract, is provided to Polfrost for information purposes only, and its reference to the offer does not mean that Polfrost is obliged to perform the obligations that are incumbent on the Principal as a party to the commercial contract.

9. Polfrost shall be obliged to provide only those services for which the remuneration has been included in its offer.

§7.

1. The contract shall be considered concluded when the Principal submits the order on the form used by Polfrost, unless Polfrost, despite the non-compliance with the above requirement by the Principal, decides to proceed with the order.

2. If there is no intention to perform the service, Polfrost will notify the person placing the order without delay.

3. Polfrost is not responsible for non-performance or improper performance of services commissioned orally.

4. Polfrost is not responsible for the consequences of additional instructions given by the Principal directly to other parties involved in the performance of the service.

5. Polfrost does not agree to include a value clause or a special interest in delivery in the consignment note, in particular in the CMR consignment note. If such a clause is entered, it will be ineffective, unless a written and explicit declaration of Polfrost stipulates otherwise, and Polfrost expressly agrees additional, appropriate remuneration with the Principal.

§8.

1. The order should contain all the necessary information about the shipment and its properties, in particular the marks and numbers of individual pieces (packages), their number, weight, dimensions, cubature, number and type of containers, and indicate whether the goods constituting the shipment are on the list of goods. strategic, including dual-use or armaments, as well as define the scope of the ordered service and any other data and documents needed for the proper performance of the order.

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2. Polfrost reserves the right to change the terms of the offer, in particular, if the order shows that the subject of transport is to be goods with special properties that were not explicitly provided to Polfrost before the conclusion of the contract. In any case, even retroactively, Polfrost retains the right to introduce additives, including a fuel additive, in particular, if there are circumstances such as an increase in the inflation rate, an increase in interest rates, as well as other economic and business circumstances, as well as circumstances relating to the goods.
3. The order will be effective regardless of whether it has been signed by persons authorized to represent the Principal. It is assumed that the persons who signed the order and/or corresponded with Polfrost, gave it instructions and were empowered to do so by the Principal. This presumption cannot be changed by the Principal.
4. When submitting the order, the Principal should specify the specific type of danger in it and inform Polfrost about the necessary precautions. In the case of dangerous goods within the meaning of the provisions on the transport of dangerous goods or other goods, for which there are special provisions regarding their handling in the transport and storage, the Principal is obliged to provide all the data necessary for the proper execution of the order, in particular classification according to the applicable dangerous goods safety legislation.
5. The Principal shall be obliged to specify the VGM of the container in accordance with applicable law and issue a special certificate for this purpose, which will indicate the use of the weighing method and its details, unless the weighing of the container is the subject of Polfrost's offer and the order placed on it.
6. If Polfrost is entrusted with the handling of goods requiring special conditions of transport, including transport in a controlled temperature, in particular frozen goods, the Principal shall agree to pay any amounts that may be charged to Polfrost by any entities or bodies, for any reasons, including those resulting from improper preparation of the goods for transport. The Principal acknowledges that the costs with which it will be charged will not be lower than 10% of the agreed remuneration.
7. Polfrost does not consent to any contractual penalties that the Principal would like to impose on it by way of an agreement, counter-offer, order or any other statement or contractual template, unless Polfrost expressly, in writing under pain of nullity, acting by its authorities in accordance with the principles of representation, has consented to the payment of a contractual penalty, irrespective of the title to impose such a penalty.

§9.

1. Polfrost is obliged to perform its activities in accordance with the accepted order. If it is necessary to take actions not covered by the order, Polfrost should proceed with due diligence.
2. In the absence of clear, sufficient and enforceable instructions or special arrangements in the order, Polfrost shall have the free choice of the carrier, time, method of shipment, type of transport and tariffs.
3. The shipment of bills of lading and other documents shall always be at the risk and peril of the Principal, regardless of the actions of the postal operator or the courier company. Polfrost shall not be liable for damages resulting from the loss of a bill of lading or a set of bills of lading sent to the person indicated by the Principal or the person authorized in the light of the bill of lading.
4. At the request of the sea carrier, the Principal shall sign a Letter of Indemnity with the content used by that carrier, and will also provide a bank countersignature or a bank guarantee provided by the Bank on the terms indicated by the sea carrier, if required by the sea carrier.

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5. Polfrost is not obliged to ensure the participation of inspection companies in order to check the condition of the container, shipment or seals.
6. Container drop off at the port terminal without any comments or reservations on the part of this terminal shall release the Freight Forwarder from liability for damages.
7. Polfrost shall not be obliged to load the goods onto the means of transport/into a container or to unload the goods, unless its offer clearly states otherwise. The same provision shall apply to carriers used by Polfrost to provide the service.
8. In the event of damage or absence in the shipment, the absence or non-compliance of seals and other security, Polfrost protects the rights of the client against third parties responsible for the deficiencies or damage found, notifying the Principal about it.

§10.

1. Polfrost may conclude for the Principal insurance of property in transport (cargo) at the express request and expense of the Principal. Unless otherwise agreed, Polfrost shall be entitled to conclude cargo insurance under ICC "C", "B" or "A", at its own discretion and under the conditions referred to in the general agreement concluded by Polfrost with an insurance company selected by Polfrost. The Principal shall have the right to obtain information from Polfrost about the rules of this insurance. Lack of inquiry from the Principal means acceptance of the terms of the cargo insurance.
2. If the Principal carries out the insurance referred to in sec. L by itself, it shall be obliged to include in it a clause excluding recourse claims of the insurance company against Polfrost.
3. The items referred to in 1 point 7 shall be reported by Polfrost for cargo insurance even without an order, but at the expense of the Principal, who may oppose such a declaration only in the event that it proves that it has concluded a cargo insurance contract for these items on its own or that such a contract was concluded by the Principal's contractor, and these items shall be covered by insurance during the period in which Polfrost and its subcontractors are in the control of Polfrost.

§11.

1. The freight forwarder shall be entitled to remuneration for conducting the complaint procedure by Polfrost for the Principal or a person indicated by it.
2. Unless otherwise agreed, the remuneration referred to in para. 1, shall be 5% of the amount covered by the complaint.
3. Polfrost has the right to keep the amount of the remuneration referred to in para. 2, if, as a result of the acceptance of the complaint, the amount complained about is transferred to its bank account.

§12.

1. Polfrost shall be due remuneration from the Principal in accordance with the concluded contract.
2. For services not covered by the contract and performed by Polfrost without consulting the Principal, but for the proper performance of the forwarding or for the good of the shipment or the Principal, the Freight Forwarder shall be entitled to remuneration in the amount of costs incurred, increased by not less than 5% of their amount.

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3. The indication by the Principal of a third party as the payer of invoices issued by Polfrost does not release the Principal from the obligation to pay.
4. The rates indicated in the Polfrost offer shall be valid subject to the availability of equipment, space on the ship in the port of loading and provided that the ship is loaded by that date, meeting the "gate in" or Price Calculation Date, depending on the carrier's freight calculation method. The same shall apply to the availability of other means of transport, including road.

§13.

Seizure, forfeiture, confiscation, pledge or seizure of the shipment, as well as its sale by administrative authorities or other similar authorities, as well as by the Polfrost subcontractor, in particular by the sea carrier, shall not affect Polfrost's claims against the Principal, in particular claims for payment of the agreed salaries and reimbursement of costs and expenses.

§14.

1. The goods shall be handed over only upon presentation of the original bill of lading indicating the Principal or its contractor as the recipient/person entitled to the goods. In the absence of the original bill of lading or in other justified cases, the goods shall be released only after all persons marked in the bill of lading as Merchant have signed a guarantee letter in the wording presented by Polfrost.
2. In the case of transport using a bill of lading or another document of a similar nature, Polfrost/its subcontractor shall retain the right, but not the obligation, to refuse to release the goods if doubts arise as to the recipient.

§15.

1. Performance of the contract takes place with the moment of issuing by Polfrost of the last invoice/another liability connected to the service, regardless of the date of issuing the document. This provision shall be without prejudice to specific provisions, which result from a different moment of performance of the service.
2. Polfrost's remuneration shall be due upon sending the parcel (entrusting the parcel to the first carrier) or collecting it, if Polfrost does not conclude a transport contract for the Principal, regardless of further events, also other events that involve Polfrost's liability.
3. The possibility of setting off any claims of the Principal with the liabilities of Polfrost, as a result of the Principal's declaration, shall be excluded.
4. The Principal may not transfer the claim against Polfrost to a third party without Polfrost's consent, expressed in writing, under pain of nullity.

§16.

1. The Principal is obliged to reimburse Polfrost for all expenses related to the execution of the order, including the costs of detention, demurrage and freight, incurred by Polfrost as a result of being indicated by the Principal or the Principal's contractor as the recipient of the goods in the sea carrier's bill of lading or consignment note.

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2. If Polfrost acts as a sender (shipper) or recipient and claims are made against it (e.g., for a joint failure or for other reasons), the Principal shall be obliged to secure Polfrost recourse claims by paying to it the sum indicated by Polfrost and protecting Polfrost against the resulting consequences.
3. If, in order to perform the contract, Polfrost outlays its own funds, it shall be entitled to a commission on this account, in the amount of maximum interest, unless expressly agreed otherwise.

§17.

1. By accepting the offer of Polfrost, the Principal declares that it is in good financial condition, is not currently the subject of bankruptcy or restructuring proceedings, and that there is no reason to submit such an application. The Principal shall be obliged to notify the Freight Forwarder about the submission of the application to the Court to initiate such proceedings on the day following its submission at the latest.
2. Polfrost shall have the right to retain the shipment covered by the contract until the date of full payment for the services provided, including the previous or subsequent ones. If such payment is not made within 7 days from the date of issuing the invoice or other accounting document or request for payment, regardless of the payment date indicated in the invoice, Polfrost shall be entitled to sell the shipment by tender or by single hand, and to cover the amount obtained in the first place, the amount due to it for the service, interest and other costs related to the satisfaction of its receivables.
3. The Principal shall take full responsibility for any damage to the property of third parties that may arise as a result of a pledge or sale of goods in order to satisfy Polfrost's receivables.

§18.

Polfrost shall be liable for any subcontractors it uses to perform the order, on the basis of fault in the selection, unless the mandatory provisions of law, including the CMR Convention, result in stricter liability.

§19.

Polfrost shall be liable for damage resulting from failure to perform or improper performance of activities under the contract on the basis of fault, taking into account the provisions of these General Terms and Conditions and mandatory provisions of law.

§20.

Polfrost shall not be responsible for:

1. valuables and dangerous goods, if not declared and accepted by Polfrost in the concluded contract, subject to §5 of these General Terms and Conditions,
2. damage caused by delay,
3. damage other than actual damage,
4. natural losses,
5. circumstances and damages for which the entity referred to by Polfrost is not responsible, whether on the basis of applicable law or the concluded contract/templates used by this entity, as well as within limits

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higher than those resulting from applicable law, or also concluded contract/contract templates used by this entity,

6. damage resulting from or risk of breaking the cold chain,
7. damage resulting from access or the risk of third-party access to the shipment,
8. damages resulting from the Principal's failure to exercise maximum care as the entity delivering the shipment for transport or collecting it, including failure to seal the container in the presence of the carrier, failure to make entries in the bill of lading, etc.
9. damages resulting from the use by Polfrost, a further forwarder or carrier of the right of lien or retention.

§21

1. The compensation paid by Polfrost, due to the entitled person under the concluded contract, shall be limited to the normal value of the shipment.
2. On no account, however, may the compensation paid by Polfrost exceed the amount of 2 SDRs per 1 kilogram of gross weight of the missing or damaged, lost, damaged, disposed of, rejected or abandoned shipment, regardless of the reason.
3. The compensation paid by Polfrost may not exceed the compensation obtainable under the law or the provisions of the contract/contract templates from the person responsible for the damage or compensation awarded by the freight forwarder's liability insurance, whichever is lower.

§22

1. The Principal's complaint submitted to Polfrost should be submitted to the freight forwarder in writing within 3 days from the date on which the Principal learned or should have learned about the damage.
2. Complaints should be accompanied by documents confirming the condition and value of the shipment and the circumstances of the damage/shortages.
3. The notification of Polfrost about the damage within the time limit preventing the submission of objections to the carrier or other person responsible for the damage releases the freight forwarder from liability for the damage as well as from further actions.

§23

In the event that the Principal fails to settle its obligations towards Polfrost, other forwarders, carriers or the State Treasury, Polfrost will be entitled to sell the shipment, without additional calls, in order to cover its costs, even if Polfrost's receivables are not yet due, but the circumstances will result in the Principal's lack of intention or ability to pay them.

§24

1. If both parties have their seat (place of residence) in Poland, any disputes between the Principal and Polfrost will be heard by a common court competent for the seat of Polfrost.
2. If the Principal is based or resides abroad, any disputes between

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the Principal and Polfrost will be heard by a common court, domestic or foreign, selected by Polfrost, if the claim is brought by Polfrost or by a common court competent for the seat of Polfrost, if the claim is brought against Polfrost.

§25

1. In the event that any of the provisions of these General Terms and Conditions is deemed ineffective or invalid, this shall not exclude the effectiveness or validity of the remaining provisions of these General Terms and Conditions.
2. If Polfrost concludes a contract other than the forwarding contract and acts as a carrier, storer, etc., these General Terms and Conditions together with specific terms and conditions governing the provisions of such contracts shall apply.
3. These General Terms and Conditions, adopted by a resolution of the Freight Forwarder's Management Board of May 20, 2022, shall be valid from June 1, 2022 and apply to all contracts concluded from the effective date of these Terms and Conditions.
4. These General Terms and Conditions shall also apply retroactively to contracts whose performance is pending upon the entry into force of the General Terms and Conditions, provided that the Principal agrees to their application.

§26

1. In matters not covered by these General Terms and Conditions, Polish law shall apply.
2. Polish law applies to all contracts concluded by Polfrost with the client, regardless of the provisions of other contracts or templates.

§27

1. These General Terms and Conditions are placed on the Polfrost website www.polfrost.com.pl as a model contract
2. By submitting an inquiry or order to Polfrost, the Principal declares and confirms that it had the opportunity to read these General Terms and Conditions before concluding a contract with Polfrost and fully agrees to their application.

Specific Conditions
ROAD TRANSPORT

§28

- I. The terms used in the content of this chapter of the GTC shall have the following meaning:
 - 1) Groupage (LTL) - domestic or international road transport, the subject of which are groupage shipments sent by various entities.
 - 2) Full truck load (FTL) - domestic or international road transport, the subject of which is a full truck load shipment, sent by one entity.

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- 3) consignment note - a transport document which is a proof of acceptance of the shipment for transport as well as the course and performance of the transport. The consignment note is, in particular, the National Carriage Letter and the CMR international consignment note, as well as any other document that is to accompany the shipment in connection with the transport, for example a delivery and acceptance report, delivery note (WZ), etc.
 - 4) EUR pallet return service - a paid additional service, provided in connection with domestic transport services, consisting in the exchange with recipients and return to the sender or entity indicated by the sender of EUR pallets, sent for transport together with shipments.
 - 5) EUR pallet - wooden pallet with dimensions: 120 cm (length) and 80 cm (width), meeting the requirements of the UIC 435-2 standard and legally marked with the EUR trademark
 - 6) carrier - Polfrost within the meaning of these GTC, as well as its subcontractor or successive carrier used by Polfrost to perform the transport.
 - 7) sender - party to the road transport contract concluded with the carrier.
2. A transport order concerning international transport should contain, in particular, the name and address of the sender, place and date of loading and the intended place of issue of the goods, name and address of the recipient, commonly used description of the type of goods and the method of packaging, and for dangerous goods their generally recognized definition, number of packages, its features and numbers, gross weight of goods, instructions necessary to complete customs and other formalities, possible reloading prohibition, a list of documents that will be handed over to the Carrier upon handing over the shipment for transport.
 3. A transport order for domestic transport should include, in particular, the name and address of the sender, destination, name and address of the consignee, item, weight, number of packages, packaging and markings, other indications and statements, required in accordance with the provisions of rights or permissible under the concluded contract or these GTC, a list of documents that will be handed over to the carrier at the time of transferring the shipment for transport.
 4. If the content of the transport order exceeds the scope described in para. 2 and 3, the carrier will not be bound by the provisions of the order that exceed the scope referred to above.
 5. The carrier does not accept goods whose transport of which requires a permit or authorization, including waste, or the transport of non-standard vehicles, as well as the transport of dual-use goods or weapons.

§29

1. As part of the performance of the contract for road transport, Polfrost shall be obliged to ensure the transport of the shipment and select the appropriate carrier to perform the transport, unless it performs the transport itself.
2. The sender undertakes to perform or ensure the performance, in particular, of the obligations in the field of preparation, packaging and labeling of each loading unit (items/pallets) of the shipment, in such a way that it is suitable for road transport and allows for delivery and release of the shipment without loss and damage, preparation of a completely and correctly completed consignment note and attaching documents necessary for the proper performance of the transport and documents required by applicable law, loading the shipment onto the vehicle and enabling the commencement of transport within no more than 30 minutes from placing the vehicle for loading - in the case of groupage shipments or 1 hour from the delivery

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of the vehicle - in the case of full truckload shipments, as well as unloading the shipment within the above-specified time.

§30

The sender shall be obliged to provide the carrier with the possibility of checking the external condition of the shipment and the compliance of the number of its loading units with the content of the contract and the consignment note, and to enable presence during loading and unloading.

§31

1. The size and weight of groupage shipment in domestic transport may not exceed:

1) in the case of shipments shipped on pallets, the height and weight of a single pallet may not exceed 220 cm (height) and 1500 kg (weight), and in addition, the total number of pallets included in a given groupage shipment may not exceed 10 pallets - for pallets with dimensions of 120 cm x 80 cm or 6 pallets - in the case of pallets with dimensions of 120 cm x 100 cm.

2) in the case of shipments shipped without the use of pallets, the weight and volume of a groupage shipment may not exceed 5000 kg (weight) and 25 m³ (volume).

2. The size and weight of groupage shipment in international transport may not exceed:

1) in the case of shipments shipped on pallets, the height and weight of a single pallet must not exceed 220 cm (height) and 1500 kg (weight).

2) in the case of shipments shipped without the use of pallets, the weight of a groupage shipment may not exceed 5000 kg.

§32

1. The weight of a full truckload shipment cannot exceed 24,000 kg, if the shipment is prepared on pallets. The height of a single pallet cannot exceed 250 cm.

2. The EUR pallet return service shall be provided for a separate fee, performed for the benefit of senders with whom Polfrost has expressly agreed additional remuneration on this account. The subject of the service may only be EUR pallets.

3. In the event of failure to agree additional remuneration for the pallet return service, Polfrost shall not be obliged to perform this service, and shall not be liable for non-performance or improper performance of the EUR pallet return service.

4. The recipient of the shipment is obliged to replace the EUR pallets immediately upon delivery. Polfrost may refuse to accept pallets from the recipient, in particular due to reservations as to their condition or type (e.g., damaged pallets, pallets other than EUR pallets).

5. Polfrost shall be obliged to hand over to the sender only the number of EUR pallets that the recipient exchanged directly upon delivery of the shipment and that was documented in the consignment note. Polfrost shall not be liable to the sender for EUR pallets not replaced by the recipient, regardless of the reasons for the failure to exchange.

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Warszawy XIII Wydział Gospodarczy Krajowego Rejestru Sądowego

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- I. A change or withdrawal from the contract of carriage shall result in a claim on the part of Polfrost for payment of dead freight.
 2. In the case of domestic transport, the amount of compensation due from Polfrost will not exceed the amount of 2 SDRs per kilogram of gross weight of the lost or damaged goods.
 3. In matters not regulated differently in this chapter, the general provisions of these GTC shall apply.
- STORAGE AND LOGISTICS SERVICES

- I. The Principal acknowledges that Polfrost is not a component entrepreneur, and therefore does not conclude storage contracts, but storage contracts. The goods are stored with the participation of Polfrost's subcontractors, for which Polfrost is responsible on the basis of fault in the choice.
2. The Principal shall be obliged to ensure that the goods are released to Polfrost as a vendor in a condition that allows their proper storage, and in particular is obliged to ensure:
 - a) proper packaging of the goods, i.e., adjusted to their properties, weight and size, protecting them against damage during storage and securing other goods against damage;
 - b) in the case of goods requiring special storage conditions, appropriate labeling of the packaging, i.e., indicating the necessary storage conditions (e.g., "caution – glass" "up/down", "store at temperature.
 - c) attaching to the goods constituting medicinal products, medical devices, dietary supplements or foodstuffs a document specifying the name, series, expiry date and quantity of these products.
3. The packaging of the goods in which they are found at the time of receipt is included in their weight.
4. Polfrost/its subcontractor shall have the right to refuse to accept the goods for storage without incurring any liability or other negative consequences, if it is not prepared for storage, in particular with regard to goods:
 - a) which are in an obviously defective condition;
 - b) that are damaged or incomplete;
 - c) whose packaging is insufficient or inappropriate due to the type and nature of the goods or shows signs of tampering or damage;
 - d) which do not meet other requirements imposed by Polfrost;
 - e) susceptible to damage by existing defects or natural properties;
 - f) when there is a reasonable suspicion that the declaration of the type and nature of the goods, their weight or temperature requirements does not correspond to the actual state;
4. Taking the goods for storage means confirming that only the quantity and external condition of collective packages of goods conform to their description contained in the order, unless it was not possible to check the quantity and external condition of collective packages.
5. Polfrost/its subcontractor reserves the right to open the packaging of the goods in order to check the actual compliance of the goods with their description in the order, in particular to verify the content of the goods and check that they are not excluded under these GTC or their storage is excluded on the basis of an insurance contract concluded by Polfrost or its subcontractor, as well as whether it may not endanger other goods.
7. The Principal does not have to be notified about the inspection of the goods.

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8. The Principal shall bear all costs related to the refusal to accept the goods at the warehouse of the Polfrost subcontractor, in particular the cost of immediate return transport, as well as storage outside the warehouse of the Polfrost subcontractor.
9. In no case does Polfrost undertake to store the goods in a roofed place.

§35

- I. If the damage on the part of the Principal consists of a difference in inventory, the liability of Polfrost/its subcontractor shall be limited to the amount of EUR 35,000 per year, regardless of the number and form of inventories carried out and the amount of damage causing the inventory difference.
 2. In matters not regulated differently in this chapter, the general provisions of these GTC shall apply.
- REPRESENTATION SERVICES IN CUSTOMS MATTERS

§36

- I. The Principal acknowledges that Polfrost is not a customs agency and therefore does not undertake to provide representation services in customs matters. Customs agency services are provided by Polfrost subcontractors, for which Polfrost shall be responsible on the basis of fault in the choice.
2. By granting Polfrost/its subcontractor a customs authorization, the Principal declares that it is familiar with the provisions of customs law, the conditions for exercising the rights under Art. 33a of the VAT Act, including the rules and deadlines for settling the tax due on import and informing the customs authorities by presenting documents confirming the settlement of the tax amount.

§37

- I. The Principal undertakes to
 - a) provide Polfrost/its subcontractor, before customs clearance, with all the required documents,
 - b) provide Polfrost, at least once a quarter, with a declaration of no tax arrears, within the meaning of the Act of August 29, 1997. comply with the Tax Ordinance towards the State Treasury, while Polfrost has the right at any time to request the submission of a certificate from the competent tax administration authority in place of the statement,
 - c) provide Polfrost with documents confirming the settlement of the tax due on import, immediately after its submission to the competent authorities, along with the confirmation of submission and a list of customs declaration numbers and amounts assigned to them, making up the amount specified in the declaration,
 - d) immediately return Polfrost, upon its first request, the receivables that will be charged to Polfrost by the customs and tax authorities.
2. Polfrost/its subcontractor will make a customs declaration only on the basis of the documents provided by the Principal, and the Principal shall be fully responsible for their compliance with the actual state of affairs in terms of type, quantity, weight, price, etc.
3. Polfrost/its subcontractor shall have the right to refuse to submit a customs declaration in the event of:
 - a) lack of any document required by law,
 - b) delivery of defective documents or giving rise to justified doubts as to their authenticity

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- c) determining, as a result of examining the goods or taking samples, that the goods do not correspond to the documents received,
- d) failure to fulfill any obligation specified in these GTC or the agreement of the parties.

§38

1. In order to secure Polfrost's claims for customs debt, the Principal transfers ownership to Polfrost of goods that are or are to be the subject of customs clearance performed by Polfrost/its subcontractor.
2. The transfer of ownership referred to in para. 1, shall also concern the Principal's goods constituting shipments whose forwarding or transport services are handled by entities belonging to the same capital group as Polfrost or entities otherwise related to Polfrost.
3. The transfer of ownership referred to in para. 1 and 2, shall be made under the condition precedent in the form of the Principal settling all obligations towards Polfrost, its subcontractor or the State Treasury.
4. In the event that the Principal ceases to settle its obligations towards Polfrost, its subcontractor or the State Treasury, Polfrost will be entitled to sell the goods referred to in para. 2 without additional requests.

§39

1. With the exception of damage caused intentionally, Polfrost and its subcontractor shall not be liable for any damage resulting from the use of an incorrect customs tariff code or a lower customs value.
2. In matters not regulated differently in this chapter, the general provisions of these GTC shall apply.

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