



ANNEX to the GFR "ROAD FREIGHT"

Capitalised terms are explained in the body of the GFR or in the glossary, located at the end of this annex.

WHAT ARE OUR RESPONSIBILITIES?

1. As part of the shipping services, which include the organisation of road transport of the Shipment, we are obliged to:
 - 1) plan and arrange transportation in accordance with the subject and type of Shipment,
 - » We will take into account, among other things, whether the transport includes a FTL Shipment, a LTL Shipment, or a Partial Shipment.
 - 2) selection of the appropriate carrier or carriers and vehicle or vehicles to perform the transportation or its various stages,
 - » When choosing, we will take into account the type of carriage, as well as the type and subject of the Shipment. We will enter into a transport agreement with the selected carrier on your behalf or on our own behalf, but for your account.
 - 3) provide – in the case of transportation of LTL Shipments – handling of the Shipment at transshipment terminals,
 - 4) provide the carrier with the information necessary for the proper performance of the transportation of the Shipment, which we received from you,
 - 5) maintain contact with the carrier during the course of transport and inform you of obstacles to the transport or release of the Shipment,
 - » The directions and instructions we receive from you will be passed on to the carrier.
 - 6) settle with the carrier(s) the remuneration for the services performed,
 - 7) ensure the performance of any additional services ordered by you, such as COD Service, Exchangeable Pallets Return Service, Temp+ Service or In-Home Delivery Service.
2. Neither we, nor the carrier engaged by us, are obligated to:
 - 1) Load and Unload the Shipment and
 - 2) provide technical means or facilities that enable Loading and Unloading,

unless we expressly agree otherwise in the Agreement concluded with you. If the Agreement does not contain such arrangements, any assistance by the driver for Loading or Unloading shall be at the sole risk and responsibility of you, the Sender or the Recipient.

WHAT ARE YOUR RESPONSIBILITIES?

3. As part of shipping services, which include the organisation of road transport of the Shipment, you undertake to perform or ensure the performance by the Sender or the Recipient, in particular, of the following duties:
 - 1) preparation, packaging and labelling of each loading unit (piece/pallet) of the Shipment,

- » This must be done in such a way that the Shipment is suitable for transportation by means of road transport and that it can be delivered and released without loss or damage. In this regard, you should keep in mind the recommendations and guidelines set forth in the Packaging Standards.
- 2) preparation, for the Shipment, of a completely and correctly completed Waybill and the attachment to it of the documents that are necessary for the proper performance of transport and that are required by law,
- 3) provision of complete, accurate and factually correct information that is necessary for the transport and handling of the Shipment, including notification of any Special Requirements and compliance with the conditions and requirements arising therefrom,
- 4) performing the Loading of the Shipment on the vehicle, releasing the Shipment for transport and enabling the carrier (driver) to commence transport within no longer than:
 - a) 30 minutes from the carrier's (driver's) arrival and placing the vehicle – in the case of LTL Shipments and Partial Shipments,
 - b) 1 hour from the moment of the carrier's (driver's) arrival and placing the vehicle – in the case of FTL Shipments,
- 5) performing the Unloading of the Shipment, picking up the Shipment and allowing the carrier (driver) to depart within no more than:
 - a) 30 minutes from the carrier's (driver's) arrival and placing the vehicle – in the case of LTL Shipments and Partial Shipments,
 - b) 1 hour from the moment of the carrier's (driver's) arrival and placing the vehicle – in the case of FTL Shipments,
- 6) providing instructions as to how to proceed, in the event of obstacles to transport or delivery,
- 7) providing assistance in contacts with Senders and Recipients,
- 8) fulfilment of other requirements under the Agreement and the law.

SHIPMENT RELEASE FOR TRANSPORT

- 4. The Sender is obliged to prepare the Shipment for transport with a Waybill and required documents. These duties shall be performed in accordance with the Agreement, GFR and applicable laws and regulations, so that the Loading and release of the Shipment for transportation shall be carried out correctly and on time.
- 5. Once the carrier (driver) has arrived and the vehicle has been placed, the Sender is obliged to check that the details of the driver, carrier and vehicle match those received from you or directly from us.
- 6. The Sender is obliged to provide the carrier (driver) with the opportunity to check the external condition of the Shipment and the number of its loading units against the contents of the Agreement and the Waybill and to allow you to be present at the Loading.
- 7. When accepting a Shipment for carriage, the carrier (driver) does not check the contents of individual cargo units. If, upon acceptance of the Shipment for transportation, the carrier (driver) does not raise objections, it can only be presumed that the external condition of the Shipment was sound at the time of its release for

transportation. However, this presumption does not apply to the internal condition of the Shipment or to individual cargo units. The presumption regarding the external condition of the Shipment may be rebutted.

- 8.** The Sender loads the Shipment onto the provided vehicle. With regard to the placement of the Shipment on the vehicle loading space, the Sender should take into account the instructions of the carrier (driver).
- 9.** The carrier (driver) may refuse to accept the Shipment for transport in the following cases:
 - 1) the Sender has not provided the carrier (driver) with the opportunity to check the external condition of the Shipment and the number of its loading units or to be present at the Loading,
 - 2) the Shipment is damaged, defective or does not comply with the contents of the Agreement or the Shipping Order or the Waybill, in particular as to the subject of the Shipment or the size of the Shipment or the method of packaging,
 - 3) the Shipment has no packaging, or the packaging of the Shipment is inadequate or inappropriate for transport by means of road transport or does not ensure delivery and release of the Shipment without loss or damage (e.g. the packaging is not in accordance with the Packaging Standards),
 - 4) the Sender has not prepared the Waybill or documents that should legally be issued with the Shipment,
 - 5) the Sender has placed the Shipment on the loading space of the vehicle inconsistently with the carrier's (driver's) instructions and has refused to correct the placement of the Shipment,
 - 6) in other cases which result from the Agreement or the applicable law.

In such cases, we shall be entitled to the full remuneration stipulated for the execution of the Agreement and other dues, as well as compensation for any damage.

- 10.** If any of the cases we have described in points 9.1)-3) above occur, the carrier (driver) may make acceptance of the Shipment for transport conditional on the Sender including and signing a statement in the contents of the Waybill about the condition of the Shipment or its packaging or preventing the carrier (driver) from inspecting the Shipment. Such a statement relieves us and the carrier from liability for the irregularities found and their consequences.
- 11.** Acceptance of the Shipment for transport takes place after completion of Loading, upon confirmation by the carrier (driver) of acceptance of the Shipment for transport in the content of the Waybill.
- 12.** One copy of the Waybill remains with the Sender, and the remaining copies of the Waybill together with other documents accompanying the Shipment are taken by the carrier (driver). Other documents accompanying the Shipment should be attached to the Waybill or to the Shipment in a permanent and visible manner. In each case, the Sender is obliged to include in the content of the Waybill instructions for the carrier (driver) on how to handle additional documents accompanying the Shipment.
- 13.** The Sender is obliged to load the Shipment onto the vehicle, to release the Shipment for transport and to allow the carrier (driver) to commence transport within a period of time not exceeding that provided for in point 3.4) of this Annex, under penalty of liability to us and the carrier for detention of the vehicle and delay in performance of obligations to senders or recipients of other shipments. The Sender's delay in loading and releasing the Shipment for transport also excludes our and the carrier's liability for the improper performance of the transport and the Agreement that arises from such delay.

DELIVERY OF THE SHIPMENT

- 14.** The Recipient is obliged to unload the Shipment from the vehicle. They are obliged to take into account any instructions from the carrier (driver) with regard to the activities carried out on the vehicle's load space.
- 15.** The Recipient is obliged to proceed with the Unloading and collection of the Shipment immediately after the carrier (driver) arrives at the place of delivery and declares the handing over of the Shipment.
- 16.** If a lift is required to unload the Shipment from the vehicle, which you have not informed us about in the Shipping Order, you will be additionally charged for such Unloading in accordance with the information contained in the Table of Additional Fees.
- 17.** Upon completion of the Unloading of the Shipment and in the presence of the carrier (driver), the Recipient is obliged to check the condition of the Shipment and the number of its loading units against the Waybill.
 - ✓ If the Recipient has no objections, they confirm receipt of the Shipment in the Waybill.
 - ✗ If the Recipient finds any discrepancies, deficiencies, damage or breaches of packaging, they are obliged, together with the carrier (driver), to make an entry of objections in the Waybill and to proceed to detailed inspection and checking of the Shipment. These activities should be documented by a protocol signed by the Recipient and the carrier (driver).
- 18.** If it follows from the Agreement or from the law that the Recipient should pay us or the carrier the transport remuneration or other dues relating to the Shipment (especially the amount of collection for the Shipment), the Recipient, before the Shipment is released to them, is obliged to pay these dues to the carrier (driver).
- 19.** If the Recipient refuses to confirm receipt of the Shipment in the Waybill, the carrier (driver) may not release the Shipment to the Recipient. The same right is vested in the carrier in the event that the Recipient refuses to confirm receipt of the Shipment in another document accompanying the Shipment, if the obligation to make such confirmation resulted from the Agreement or the Waybill.
- 20.** The moment when the Recipient confirms receipt of the Shipment in the Waybill is the moment when the Shipment is released. No later than at that moment, the risk of loss, depreciation or damage to the Shipment passes to the Recipient, with the Recipient also bearing the risk of damage to the Shipment during its Unloading by the Recipient. The moment of release of the Shipment is also the moment from which only the Recipient may dispose of it.
- 21.** One copy of the Waybill signed by the Recipient shall remain with the Recipient. If, in addition, another document is required to be signed by the Recipient, one copy of this document will also remain with the Recipient. The remaining copies of the Waybill and other documents accompanying the Shipment are taken by the carrier (driver).
- 22.** The Recipient will Unload the Shipment, accept the Shipment and allow the carrier (driver) to depart in no more time than provided for in point 3.5) of this Annex, under penalty of liability to us and the carrier for detention of the vehicle and delay in performance of obligations to senders or recipients of other shipments.
- 23.** We will inform you if there are any obstacles to the release of the Shipment. In such a case, you are obliged to give us enforceable instructions, no later than within 30 minutes. If we do not receive instructions from

you within this time, or those we receive from you are not feasible or would make it unreasonably difficult to carry out, we may return the Shipment to the Sender or our nearest terminal. In such a situation, we shall be entitled to the full remuneration and other charges for the performance of the Agreement and to reimbursement of the costs caused by the obstacle to the delivery of the Shipment, your instructions or the lack thereof.

» Examples of obstacles to the delivery of the Shipment are:

- 1) lack or absence of the Recipient at the address indicated in the Agreement and Waybill,
- 2) Recipient's refusal to accept the Shipment or failure to unload and accept the Shipment,
- 3) refusal to confirm receipt of the Shipment in the Waybill or in any other document where the Recipient should confirm receipt of the Shipment,
- 4) Recipient's refusal to pay the remuneration for transport or any other charge relating to the Shipment (if such obligation lies with the Recipient).

24. If, after acceptance of the Shipment, the Recipient discovers a defect or damage that could not be seen externally upon acceptance of the Shipment, they must notify us and the carrier, no later than within 3 days of acceptance of the Shipment.

25. We have described the specific rules related to the delivery, release and documentation of these activities in relation to B2C shipments in the **annex SMS DELIVERY CONFIRMATION**.

LESS-THAN-TRUCKLOAD (LTL) TRANSPORT

26. We provide shipping services relating to LTL Shipments, organising national and international LTL Transport. We do not, however, provide services for the organisation of domestic LTL Transport in respect of LTL Shipments whose value exceeds PLN 5,000.

27. We may undertake the service of organising domestic LTL Transport for LTL Shipments the value of which exceeds PLN 5,000, if:

- 1) you will enter into an Agreement with us for such LTL Shipment in Written Form, and
- 2) you will instruct us to provide insurance coverage for such LTL Shipment under the then-current insurance contract for the goods in transport (cargo insurance).

In the event that we are entrusted with the shipping services for the organisation of a domestic LTL Transport of an LTL Shipment with a value exceeding PLN 5,000 without maintaining the Written Form, our liability for any damage to such LTL Shipment shall be determined in accordance with clauses 81 – 88 of the GFR, but in no case may it exceed PLN 5,000.

» We would also like to inform you that your indication of the value of the LTL Shipment is not equivalent to a declaration of value as referred to in the Transport Law¹ and the CMR Convention² and does not have the legal effect of making such a declaration.

¹ Act of 15.11.1984 – Transport Law

² Convention on the Contract for the International Carriage of Goods by Road (CMR) of 19.05.1956.

28. The size and weight of a LTL Shipment must not exceed the sizes and weights shown in the table, and the stated weight is given together with the carrier. The individual load units and the entire LTL Shipment should be prepared in accordance with the Packing Standards:

LTL Shipment			
National		International	
on pallets	unpalletised	on pallets	unpalletised
<p>1) <u>max. height: 220 mm</u></p> <p><u>max. height in case of deliveries by van: 180 mm</u></p> <p><u>max. weight: 1500 kg, with the proviso that it is not permissible to exceed the maximum dynamic load capacity provided for a pallet of a given type</u></p> <p><u>max. weight in case of implementation of the service with an elevator: 750 kg</u></p> <p><u>max. weight for deliveries by van: max 2 loading units of 400 kg each</u></p> <ul style="list-style-type: none"> ▪ The dimensions and weight given are for a single pallet. <p>2) <u>The total number of pallets included in a given LTL Shipment may not exceed:</u></p> <ul style="list-style-type: none"> a) 10 pallets – for pallets of 800 mm x 1200 mm, b) 6 pallets – for pallets of 1000 mm x 1200 mm. <p>3) <u>max. weight of the entire LTL Shipment: 5000 kg.</u></p>	<p><u>max. length of the longest side of one package (loading unit): 240 mm</u></p> <p><u>max. weight of the entire LTL Shipment: 1250 kg</u></p>	<p>1) <u>max. height: 220 mm</u></p> <p><u>max. weight: 1500 kg, with the proviso that it is not permissible to exceed the maximum dynamic load capacity provided for a pallet of a given type</u></p> <p><u>max. weight in case of implementation of the service with an elevator: 750 kg</u></p> <p><u>max. weight for deliveries by van: 400 kg</u></p> <ul style="list-style-type: none"> ▪ The dimensions and weight given are for a single pallet. <p>2) <u>The space occupied by the total number of pallets included in a given LTL Shipment may not exceed an area of 6 m in length and 240 cm in width.</u></p> <p>3) <u>max. weight of the entire LTL Shipment: 6000 kg</u></p>	<p><u>max. length of the longest side of one package (loading unit): 240 mm</u></p> <p><u>max. weight of the entire LTL Shipment: 1250 kg</u></p> <p><u>The space occupied by the total number of cargo units included in a given LTL Shipment may not exceed an area of 6 m in length and 240 cm in width.</u></p>

29. You can check the status of the performance of the Agreement with respect to the handling of the LTL Shipment, including whether the LTL Shipment has been delivered to the Recipient, through the Visibility Module in the SUUS Portal.

PARTIAL SHIPMENTS

30. We provide shipping services for Partial Shipments, organising domestic and international Partial Transport.

31. The size and weight of the Partial Shipment should be within the ranges that we have included in the table below, whereby the stated weight is the weight of the goods together with the carrier. The individual cargo units and the entire Partial Shipment should be prepared in accordance with the Standards

Partial Shipment			
National		International	
on pallets	unpalletised	on pallets	unpalletised
<p>1) <u>max. height:</u> 220 mm</p> <p><u>max. weight:</u> 1500 kg, with the proviso that it is not permissible to exceed the maximum dynamic load capacity provided for a pallet of a given type</p> <p>»» The dimensions and weight given are for a single pallet.</p> <p>2) <u>The total number of 800 mm x 1200 mm pallets included in a given Partial Shipment should be no less than 11 and no more than 19 pallets.</u></p> <p>3) <u>max. weight of the entire Partial Shipment:</u> 19.000 kg.</p>	<p>1) Exceeds any of the parameters of the maximum weight or dimensions of an unpalletised domestic LTL Shipment:</p> <p>2) <u>max. weight:</u> 1500 kg</p> <p>3) <u>max. length:</u> 6 m</p> <p>4) <u>max. width:</u> 240 mm</p>	<p>1) <u>max. height:</u> 270 mm</p> <p><u>max. weight:</u> 1500 kg, with the proviso that it is not permissible to exceed the maximum dynamic load capacity provided for a pallet of a given type</p> <p>»» The dimensions and weight given are for a single pallet.</p> <p>2) <u>The space occupied by the total number of pallets included in a given Partial Shipment exceeds the maximum space that can be occupied by a palletised international LTL Shipment – but cannot exceed a field of 10 m 40 cm long and 240 cm wide.</u></p> <p>3) <u>max. weight of the entire Partial Shipment:</u> 19.000 kg.</p>	<p>1) Exceeds any of the parameters of the maximum weight or dimensions of an unpalletised international LTL Shipment</p> <p>2) <u>max. weight:</u> 3000 kg</p> <p>3) The space occupied by the total number of cargo units included in a given Partial Shipment <u>exceeds the maximum space that can be occupied by an unpalletised international LTL Shipment – but</u> cannot exceed a field of 10 m 40 cm long and 240 cm wide.</p>

FULL-TRUCKLOAD (FTL) TRANSPORT

32. We provide shipping services for FTL Shipments, organising national and international FTL Transport.
33. The size, weight and other parameters of a FTL Shipment are agreed individually, taking into account the permissible gross vehicle weight (GVW) of available vehicles, applicable laws, road and local conditions at the place of loading and the place of unloading, as well as taking into account other circumstances relevant to the proper performance of shipping services.
34. In transit, we may reload the FTL Shipment in the event of a vehicle breakdown and in connection with the need to improve the packaging or the arrangement or protection of the Shipment.
35. We will inform you of the necessity of transshipment of the FTL Shipment. This will also be noted in the Waybill. If the transshipment of the FTL Shipment was caused by reasons attributable to you or persons for whom you are responsible – we are entitled to additional compensation and reimbursement of the costs associated with the transshipment.

COD SERVICE

36. We may provide the COD service for a separate fee, in connection with shipping services for domestic LTL transport. It consists in charging the Recipient of the Shipment – in your name and on your behalf – a certain amount of money for the Shipment, expressed in PLN. The maximum amount of the collection with respect to one Shipment cannot exceed the values we have provided in the Table of Additional Fees.
37. To order us to provide the COD Service for a particular Shipment, you must include in both the Shipping Order and the Waybill: the order for this service and the amount of the COD (not to exceed the values we have included in the Table of Additional Fees).
38. If you do not include the above details in the Shipping Order and the Waybill or the indicated COD amount exceeds the value specified in the Table of Additional Fees, we are under no obligation to perform the COD Service. In such a situation, we will not be liable for the non-performance or improper performance of the COD Service.
39. You undertake to provide us with correct and complete bank account details necessary to transfer to you the amount collected in the performance of the COD Service. If you indicate incorrect or insufficient data to us, we may withhold the collection amount until you indicate correct and complete data. Costs, fees and expenses incurred by us for indicating incorrect or insufficient data to us shall be borne by you.
40. By providing us with the details of the bank account to which the collection amount is to be transferred, you simultaneously confirm that the designated account is on the so-called white list of VAT payers. If your bank account is not on this list, we may withhold the collection amount until you indicate a bank account that meets this requirement.
41. Recipient can transfer the amount of the collection:
 - 1) by giving cash to the carrier (driver) or
 - 2) via BLIK or
 - 3) by means of a transaction carried out using a payment card and a payment terminal provided by the carrier (driver).
 - » If the Recipient fails to make a payment by BLIK or payment card, they should pay in cash.

- 42.** If, as a result of a contested payment card transaction, a chargeback procedure has been initiated, you are obliged, upon our request and without delay, but no later than within 5 days of receipt of the request, to provide us with copies of confirmations and documents and other information on the basis of which it can be demonstrated that the chargeback is not justified.
- 43.** If:
- 1) you fail to provide us with the required confirmations, documents and information within the above 5-day period, or
 - 2) the confirmations, documents and information provided, in our opinion, will not be sufficient to demonstrate the lack of validity of the chargeback,
- we have the right to withhold the amount of the collection from you until the chargeback procedure is completed. If the chargeback procedure is terminated by accepting the complaint initiating this procedure, we are entitled to return the amount charged to the Recipient, unless the amount has already been transferred by us to you. In the latter case, we have the right to require you to refund it in full. You are obliged to make the refund within 5 days of receipt of our request.
- 44.** In connection with the implementation of the COD Service, we are entitled to impose additional requirements or issue instructions to you aimed at preventing fraud. Additional requirements and instructions are effective as soon as we inform you of their implementation. You are obliged to comply with the additional requirements and instructions introduced by us and provide them to the Recipient in a timely manner.
- » An example of an additional requirement might be that the cardholder must show proof of identity when paying the amount of the collection.
- 45.** If there is a reasonable suspicion that a fraud crime has been committed or may have been committed, we may withhold the amount of the collection until the situation is clarified. If we confirm committing an offence of fraud or repeatedly suspect that such an offence has been committed, we may suspend the provision of COD Services to you in whole or in respect of payment of the amount of the payment card collection.
- 46.** You are liable for the damages and costs incurred by us in connection with the chargeback procedure and for failure to comply with the additional requirements and instructions provided by us.
- 47.** Our withholding of the collection amount in the cases referred to above shall not be considered a failure to perform or improper performance of the Agreement by us. It will also not give you the right to direct claims against us.
- » For example, you will not be able to claim interest from us, demand reimbursement of costs associated with the claim, etc.
- 48.** Prior to the conclusion of the Agreement, we may refuse to accept an order for the COD Service without giving any reason.
- 49.** If the Recipient of the Shipment refuses to pay the COD amount, the Shipment will not be released to them, of which we will notify you. In this case, we are entitled to remuneration for the performance of shipping services and the COD Service, as well as any other charges.
- 50.** We settle the COD service according to the following rules:

- 1) We will transfer the collection amount to you by bank transfer to the bank account indicated by you, within 5 Business Days of its receipt from the Recipient of the Shipment.
 - 2) The day of payment is when our bank account is debited.
- 51.** Any objections to the settlement of the amount of the collection should be made by you within 14 days from the date of receipt of the funds. The absence of objections within the indicated period will mean that the settlement has been carried out correctly and completely, and your claims, if any, related to unauthorised, unfulfilled or incorrectly executed settlements of the collection amount will lapse.
- 52.** We transfer the collection amounts on the banks' working days. We are not responsible for any delays in the disbursement of funds or related damages that result.
- 53.** If:
- 1) the Recipient fails to pay the COD amount, and simultaneously
 - 2) we can be held responsible for the non-performance or improper performance of the COD Service, you will only be entitled to claim damages from us after you have unsuccessfully exhausted your legal means of enforcing payment from the Recipient.
- » This is understood to mean the unsuccessful pursuit of enforcement proceedings against the Recipient.

EXCHANGEABLE PALLETS RETURN SERVICE

- 54.** We provide the Exchangeable Pallets Return Service for a separate fee if we cooperate with you on a permanent basis, based on a Framework Agreement that provides for our provision of the Exchangeable Pallets Return Service.
- » The conclusion of a Framework Agreement between us and you may occur, for example, if you accept an offer made by us to cooperate in the provision of shipping services.
- 55.** These services apply only to Exchangeable Pallets.
- 56.** To order the Exchangeable Pallets Return Service from us in respect of a Shipment, you should include in both the Shipping Order and the Waybill: the order for this service and the number of Exchangeable Pallets on which the Shipment is being shipped. You are obliged to ensure that the Shipment is prepared and released for transport on undamaged Exchangeable Pallets in such number as you indicated in the Shipping Order and the Waybill.
- 57.** If you do not include the above data in the Shipping Order and the Waybill, or there are irregularities regarding the condition, type or number of Exchangeable Pallets, we are under no obligation to perform the Exchangeable Pallets Return Service. In such circumstances, we shall not be liable for failure to perform or improper performance of the Exchangeable Pallets Return Service.
- 58.** At the time of issuance of the Shipment for transportation, neither we nor the carriers engaged by us shall be obliged to verify and confirm the number, condition and type of Exchangeable Pallets. Acceptance of the Shipment for transport by the carrier does not mean that we confirm the veracity of the details of the Exchangeable Pallets that you provided in the Shipping Order and the Waybill.
- 59.** Upon receipt of the Shipment, the Recipient shall verify and confirm the number, condition and type of Exchangeable Pallets.

- 60.** The Recipient of the Shipment is obliged to replace the Exchangeable Pallets directly upon delivery of the Shipment. We may refuse to accept pallets from the Recipient due to objections to their condition or type. Replacement of Exchangeable Pallets by the Recipient shall be documented in the Waybill.
- » Examples of our objections related to the condition/type of Exchangeable Pallets may include: damage to the Exchangeable Pallets, the Recipient offering pallets that are not Exchangeable Pallets, etc.
 - » Please note that the Exchangeable Pallets exchanged by the Recipient need to be properly prepared and secured for transportation by the Recipient. This means in particular that the Recipient – according to the circumstances – is obliged to form and secure the so-called pallet stack and secure it with foil and tape.
- 61.** We are obligated to transfer to you only the number of Exchangeable Pallets that the Recipient exchanged directly upon delivery of the Shipment and as documented in the Waybill, subject to the loss that results from natural wear and tear (14%). We will not be liable to you for Exchangeable Pallets not exchanged by the Recipient – regardless of the reason for non-return.
- 62.** We may deliver Exchangeable Pallets returned by the Recipients to you when performing shipping services for subsequent Shipments or pursuant to your separate Shipping Order for bulk delivery of Exchangeable Pallets.
- 63.** By the 15th day of each calendar month, we will prepare and provide you with a statement regarding the performance of the Exchangeable Pallets Return Services for the previous calendar month (Pallet Balance), indicating the total number of Exchangeable Pallets that:
- 1) were covered by your orders for execution of the Exchangeable Pallets Return Service in the previous calendar month **(L1)**;
 - 2) the Recipients returned in the previous calendar month directly upon delivery of the Shipments to them **(L2)**;
 - 3) we have already delivered back to you (back to the place of shipment) in the previous calendar month – from among the Exchangeable Pallets referred to in item 2) above **(L3)**;
 - 4) represent losses that result from natural wear and tear **(L4)**;
- » We define this number as 14% of the total number of Exchangeable Pallets for which you placed an order to perform the Exchangeable Pallets Return Services in the previous calendar month.
- 5) we should have returned to you in the performance of the Exchangeable Pallets Return Services in the previous calendar month **(L5)**.
- » We determine this number by calculating the difference, as follows:

$$(L2) - (L3) - (L4) = (L5)$$
- 64.** If the number of **L5** indicated above is at least 15 Exchangeable Pallets (the so-called pallet stack), we undertake to deliver the Exchangeable Pallets to you within 14 days from the date of transfer of the Pallet Balance to you. The term may be longer if the number of **L5** is less than 15 Exchangeable Pallets. Each time you are required to confirm the number of Exchangeable Pallets you have accepted from us in the Waybill.
- 65.** Our remuneration for providing the Exchangeable Pallets Return Services is calculated by multiplying the number of Exchangeable Pallets returned by us covered by the Exchangeable Pallets Return Service order and the rate specified in the Table of Additional Fees <https://www.suus.com/en-downloads>.

- 66.** We are not responsible for the Exchangeable Pallets that the Recipient has not returned regardless of the reason for non-return.
- 67.** We can only settle Exchangeable Pallets in the form of their physical return. We do not provide for financial settlement of Exchangeable Pallets.

TEMP+ SERVICE

- 68.** We provide the TEMP+ Service for separate fee if we cooperate with you on an ongoing basis under a Framework Agreement that provides for the provision of the TEMP+ Service by us.
- » The conclusion of a Framework Agreement between us and you may occur, for example, if you accept an offer made by us to cooperate in the provision of shipping services.
- 69.** The order for the TEMP+ Service must clearly appear from the Shipping Order and the Agreement. Otherwise, we have no obligation to perform the TEMP+ Service. In such a situation, we shall not be liable for the non-performance or improper performance of the TEMP+ Service.
- 70.** We provide the TEMP+ Service from November 1 to March 31. However, we may decide to extend the period of TEMP+ Service from October 1 to April 30, of which we will inform you in the manner we have adopted for ongoing contact with you, such as by e-mail.
- 71.** Prior to the release for transport of the LTL Shipment for which the TEMP+ Service will be provided, you are required to verify that the Shipment has not been frozen. Issuance of an LTL Shipment for transport means confirmation that the Shipment was not frozen (i.e., was not at a temperature below 0°C) before it was issued for transport. You are solely responsible for verifying the temperature of the LTL Shipment before it is released for transportation.
- 72.** Upon the release of the LTL Shipment for transportation, neither we nor the carrier engaged by us shall undertake to check or confirm the temperature of such Shipment, despite having contracted the Temp+ Service with us.
- » The fact that the carrier engaged by us has accepted the LTL Shipment for transport does not mean that the correct temperature has been confirmed.
- 73.** We may withhold the ability to contract the TEMP+ Service to us if the temperature in Poland falls below - 15°C.
- 74.** It is the Recipient's responsibility to check the condition of the LTL Shipment in terms of its temperature, immediately after its delivery. If the inspection reveals irregularities in the performance of the TEMP+ Service, this fact should be noted in the Waybill and other documents accompanying the LTL Shipment, at the time of delivery and in the presence of the carrier (driver).

IN-HOME DELIVERY SERVICE

- 75.** We provide the In-Home Delivery Service for a separate fee if we cooperate with you on a permanent basis, based on a Framework Agreement that provides for the provision of the In-Home Delivery Service by us.

- » The conclusion of a Framework Agreement between us and you may occur, for example, if you accept an offer made by us to cooperate in the provision of shipping services.

76. The In-Home Delivery Service applies only to LTL Shipments with dimensions:

Permissible dimensions of the LTL Shipment under the In-Home Delivery Service

Max. dimensions of a single piece of goods (in a package): sum of package edges 400 cm

(length+width+height)

Max. weight of the entire Shipment: 800 kg gross

Max. weight of a single item of goods in a Shipment: 168 kg gross

- » whereby the stated weight is the weight of the goods together with the carrier

- 77.** The order for the performance of the In-Home Delivery Service must be unequivocally evident from the Shipping Order and the Agreement and the order placed in the Waybill. Otherwise, we have no obligation to perform the In-Home Delivery Service. In such a situation, we shall not be liable for failure to perform or improper performance of the In-Home Delivery Service.
- 78.** Prior to the conclusion of the Agreement, we may refuse to accept an order for the In-Home Delivery Service without giving any reason.
- 79.** We are relieved of our obligation to perform the In-Home Delivery Service if the conditions found at the place of delivery of the Shipment prevent or significantly hinder the safe performance of this service. In such a situation, we shall not be liable for failure to perform or improper performance of the In-Home Delivery Service.
- » Such conditions include, for example, doors that are too narrow, a staircase, an elevator.
- 80.** As part of the In-Home Delivery Service, at the Recipient's request made upon delivery, we may unpack the Shipment from the outer packaging and carry this packaging to the nearest municipal waste container that the Recipient indicates.



GLOSSARY

Less-than-truckload (LTL) transport – domestic or international transport by road, the object of which is a Less-than-truckload Shipment.

LTL Shipment – a shipment of limited size and weight, moved with other Shipments, which may be subject to one or more transshipments during transportation.

Visibility Module – one of the modules in the SUUS Portal. The Visibility Module allows you to track the current status of your Shipping Order and the location of your Shipments.

Partial Transport – domestic or international transport by road, the subject of which is a Partial Shipment.

Partial Shipment – a shipment that is not a FTL Shipment or an LTL Shipment that is within the specified size and weight ranges. A Partial Shipment may be moved with other Shipment and may be subject to one or more transshipments or may be moved in one vehicle, directly from the Sender to the Recipient.

Full-truckload (FTL) transport – domestic or international transport by road, the subject of which is an Full-truckload Shipment.

FTL Shipment – a shipment that is not a Partial Shipment or a Less-than-truckload Shipment, the size or weight of which exceeds the maximum size or weight stipulated for a Partial Shipment, transported by a single vehicle, from the Sender to the Recipient, which, as part of the normal organisation of the transportation process, is not subject to transshipment during transportation.

Waybill – a document which is evidence of the acceptance of the Shipment for transport, the progress of the transport or its stages and the performance of the transport and delivery of the Shipment. It can be drawn up in ordinary written form or in electronic form.

- » It includes, for example, the national waybill and the CMR waybill. It may also be any other document that accompanies the Shipment in connection with its transportation in a particular case.

COD service – a paid additional service that we can provide in connection with shipping services for domestic LTL transport. It consists in collecting from the Recipient of the Shipment – in the name and on behalf of you – a certain amount of money for the Shipment. This amount is collected and settled in PLN.

Exchangeable Pallets Return Service – a paid additional service that we provide in connection with shipping services for domestic shipments. It consists in exchanging with the Recipients and returning to you the Exchangeable Pallets sent for transport together with the Shipments.

Exchangeable Pallet – a pallet that is legally marked with the EPAL or EUR trademark, has dimensions of 800x1200 mm and has the characteristics of a correct EPAL pallet according to the Pallet Assessment Card (EPAL) or a correct EUR pallet according to the Pallet Assessment Card (EUR) – published by Związek Pracodawców ECR Polska³. In performing the Exchangeable Pallets Return Service, EPAL pallets and EUR pallets are treated identically and interchangeably.

TEMP+ Service – a paid additional service that we provide in connection with shipping services for domestic LTL transport. It consists in arranging the transportation of the Shipment at a temperature above 0°C from the moment of taking the Shipment from the Sender to the moment of delivery of the Shipment to the Recipient.

In-Home Delivery Service – a paid additional service that we provide in connection with shipping services for domestic LTL transport. The In-Home Delivery Service consists of carrying the Shipment beyond the first obstacle to the Recipient's premises, i.e. beyond the threshold of the apartment/home door. If there is no elevator in the building, the In-Home Delivery Service is provided up to and including the 4th floor.

³ Here: <http://ecr.pl/projekty/palety/karty-oceny-palet/>