

GENERAL FORWARDING RULES

ROHLIG SUUS LOGISTICS S.A.

In this document we have written down the principles of our cooperation with you. We further refer to it as the **GFR**. The GFR, together with all Annexes, are an inseparable part of any Forwarding Agreement.

- » **Dear Sirs**, in the GFR we address you as our customer, in connection with your entrusting us with the performance of shipping services.
- » We use the term "we" when we mean us, i.e **ROHLIG SUUS Logistics. S.A.**

Capitalised terms are explained in the body of the GFR or in the glossary at the end of this document.



A FEW WORDS ABOUT THE GFR AND OUR SHIPPING SERVICES



WHEN AND HOW DO WE USE THE GFR?

1. We apply the GFR in the relationship between:
 - 1) you and us – regardless of how you entered into the Agreement with us,
 - 2) us and Recipients, Senders, and other entities that you have included in the execution of the Agreement.
You are liable for the acts and omissions of such parties as for your own acts and omissions.
2. We use the GFR together with the following Annexes:
 - 1) Excluded and special goods,
 - 2) Road freight,
 - 3) SMS delivery confirmation.
3. We apply the GFR in determining our liability, regardless of what its basis is (contract or tort).
4. We apply the GFR in every case of provision of shipping services by us, also in case of conclusion of the Agreement in a different way than described in the GFR. We also apply the GFR to the framework Agreements concluded with you, based on which we conclude individual Agreements with you for individual Shipments.
5. To the extent not regulated by the provisions of the Agreement and the GFR, we apply the PGFR (Polish General Forwarding Rules 2022 of the Polish International Freight Forwarders Association: <https://pisil.pl/opws-2022-2/>) and relevant provisions of Polish law.
6. If it is customary or generally accepted or necessary for the performance of the services entrusted to us (including the conclusion of an agreement with a subcontractor, carrier, freight forwarder), the contractual templates of other parties may additionally apply to the concluded Agreement.

- » When? For example, when a bill of lading has been issued for a Shipment that is the subject of shipping services subject to the terms and conditions set out therein.
7. If any discrepancies arise between the Agreement and the GFR, we shall apply the Agreement first.
 8. The GFR and Annexes are not an offer as referred to in the law¹. We do not apply the provisions on electronic offers to the conclusion of Agreements².
 9. If any of the provisions of the GFR would be deemed invalid or ineffective, the remainder of the GFR shall continue to apply. In place of the provisions deemed invalid or ineffective, we apply the relevant provisions of law.
 10. We reserve the right to amend the GFR at any time. We can also repeal them and issue new general terms of providing services in their place.
 - » This may occur primarily in the event that we change the scope or organisation of the services provided, due to changes in the market for shipping, transport and logistics services, changes in the law, etc.
 11. Any deviation from the rules of cooperation set forth in the GFR requires mutual agreement in Written Form.
 12. The GFR is not amended by changes we make to materials we publish on our website or SUUS Portal, such as:
 - 1) Shipping Orders forms, claim forms,
 - 2) information on fuel adjustment, currency allowance, road allowance,
 - 3) information on insurance in transport (cargo insurance),
 - 4) price lists and tables of additional fees, adjustments or allowances.
 13. The GFR and subsequent amendments are available on our website: <https://www.suus.com/en-downloads> and on the SUUS Portal.
 14. The GFR become effective on 01.09.2023 and replace the General Terms and Conditions of Providing Shipping Services by ROHLIG SUUS Logistics S.A. dated 02.04.2018 with annexes, which are no longer valid. Even if there is a reference to the General Terms and Conditions of Forwarding Services Provided by ROHLIG SUUS Logistics S.A. in our offer, your Forwarding Order or other document, they are replaced by the General Forwarding Rules as of 1.09.2023.
 15. Any of your model contracts shall not apply to the Agreement between us and you.



HOW DO WE PERFORM SHIPPING SERVICES?

16. We provide the services entrusted to us as a freight forwarder. We are not a carrier and do not perform transport.
17. We carry out shipping services in accordance with the concluded Agreement. In carrying them out, we are guided by the principles of due diligence.
18. In order to perform shipping services, we enter into transport agreements with carriers. We may also delegate the performance of the shipping services entrusted to us, in whole as well as in part, to other

¹ Article 66 § 1 of the Civil Code.

² Article 66¹ § 1-3 of the Civil Code.

forwarders or other entities, if we deem it necessary or helpful for the performance of the Agreement. This does not require notifying you or obtaining your consent.

- 19.** The introduction by you of changes in the content of the Agreement concluded with us, including as to the scope, manner, subject matter of performance of shipping services or as to other circumstances indicated in the Shipping Order, is possible after obtaining our consent. The changes made to the Agreement may result in a change in the amount of our remuneration.
- 20.** When providing shipping services, we are guided by the best interests of the Shipment. Therefore, if, for reasons not attributable to us, there are disruptions or hindrances to the performance of services, or if you do not provide us with complete and sufficient information on how to perform the services, we may change the performance of the Agreement without your consent (at your expense and risk). We will inform you of the need to change the performance of the Agreement to the extent possible.
- 21.** We are not obliged to follow directions, instructions and orders that would be inconsistent with the content of the Agreement or the GFR.
- 22.** The Shipment is loaded by the Sender and unloaded by the Recipient. We are not responsible for the Loading and Unloading of the Shipment.
- 23.** Due to the complex nature and organisation of the provision of shipping services, we do not undertake to perform individual shipping services or phases thereof on a specific date or to ensure the delivery of the Shipment on a specific date, unless we have explicitly assumed such an obligation in the Agreement concluded with you in Written Form. If you indicate a deadline in a Shipping Order or in an Agreement concluded with us without a Written Form, we treat such deadline as indicative only.
- 24.** We, as well as entities engaged by us to perform the Agreement, can verify that the Shipment and accompanying documents comply with the Agreement or Shipping Order and that you have prepared them correctly and completely. If any irregularities are found, we may refuse to accept the Shipment.
- 25.** In case of obstacles to the execution of the Agreement, we will ask you for feasible instructions on how to proceed, which you are obliged to provide to us as soon as possible.
- 26.** We are not responsible for the consequences of directions, instructions and orders that you give not to us, but directly to other entities involved in the performance of shipping services or in the handling of the Shipment.
- 27.** Upon your request, we will provide you with available information on the status, stage and progress of the performance of shipping services and the Agreement.
- 28.** You are obliged to indemnify us against claims and liabilities if:
 - 1) we incur obligations in connection with or for the purpose of performing the Agreement, or
 - 2) a claim is filed against us in connection with the Agreement.

» This applies, for example, if we are named as sender or recipient in a master bill of lading or air waybill and we are therefore obliged to incur costs or expenses (e.g. due to a joint failure).
- 29.** In order to safeguard your rights, we may, on your behalf or for your benefit, file complaints with carriers, freight forwarders and other entities involved in the performance of the Agreement and conduct complaint proceedings against these entities. We are entitled to remuneration for this as specified in the Table of

Additional Fees. In no case are we obliged to conduct any court, administrative, court-administrative proceedings, arbitration or mediation on your behalf or for your benefit.

30. Detailed provisions related to the performance of road freight services are described in the **annex ROAD FREIGHT**.



FOR WHOM AND WHAT SHIPPING SERVICES DO WE PROVIDE?

- 31.** We provide shipping services to entrepreneurs in connection with their business activities.
- 32.** We provide shipping services, i.e. we organise the transport, sending or receiving of shipments in domestic and international transport:
- 1) by road,
 - 2) by rail,
 - 3) by air,
 - 4) by sea,
 - 5) intermodal,
 - 6) multimodal.
- 33.** Our shipping services can be related to all or part of the process of transporting a particular Shipment.
- 34.** The scope of the shipping services provided is defined in each case by the Agreement. As part of our shipping services, we can specifically undertake the following activities:
- 1) we plan the transport,
 - 2) we select carriers and conclude transport agreements with them,
 - 3) we handle transshipments and shipments at our terminals (which may also include storage, packing, packaging, etc.),
 - 4) we contact the carriers,
 - 5) we take care to secure your rights against carriers, freight forwarders, subcontractors,
 - 6) we administer the necessary documents,
 - 7) we provide the additional services specified in the Agreement,
 - 8) we perform customs clearance as part of our customs agency services.
- 35.** For our provision of customs agency services, we additionally apply the General Terms and Conditions of Customs Agency Services, which we have posted on our website <https://www.suus.com/en-downloads> and on the SUUS Portal.



WHAT SHIPPING SERVICES WE DO NOT PROVIDE?

- 36.** We do not provide shipping services:
- 1) concerning goods and items the possession, transport or storage of which is prohibited by law and goods and items listed in the Annex "Excluded and special goods",
 - 2) to consumers, i.e. natural persons not engaged in business activity, and natural persons who contract shipping services not related to their business activity.



MORE ABOUT OUR COOPERATION



SHIPPING ORDER

- 37.** You can place Shipping Orders in any of the following ways:
- on the form for the type of shipping service in question, which, once completed, should be sent to us by e-mail or
 - using the SUUS Portal or
 - in other ways provided for in the Agreement, such as through integrated information systems.
- 38.** You are required to complete the Shipping Order form completely, accurately and truthfully. In addition, you are required to provide in the Shipping Order all other information necessary for the proper performance of the shipping service, including any Special Requirements. This is very important, because we are not liable for damages that result from your preparation of the Shipping Order in an incomplete or erroneous manner, as well as arising from the provision of false or incomplete information.
- » Due to the severe sanctions for the drivers of our carriers, **we ask you to pay special attention to the information provided regarding the weight of the goods.**
- 39.** Unless we have agreed otherwise, you may send your Shipping Orders on Business Days, between 8:00 am and 4:00 pm. If we receive a Shipping Order after 4:00 p.m. or on a day other than a Business Day, we will treat it as having been sent on the next Business Day.
- 40.** We will endeavour to inform you back no later than the next Business Day following receipt of your Shipping Order whether:
- we are willing to accept the Shipping Order for execution, on what terms and conditions and for what remuneration, which will be tantamount to making you our offer to perform shipping services for the Shipment in question; or
 - we refuse to accept the Shipping Order for execution.
- 41.** If the decision to accept a Shipping Order for execution requires prior consultation with our third-party partner, we may need more time to inform you that we are ready to accept it or refuse to accept it. In such case, we will endeavour to inform you of the expected timeframe for our response no later than the next Business Day after receipt of such Shipping Order.
- 42.** If we do not respond to your Shipping Order, it means that we have not accepted it for processing. Failure to accept the Shipping Order for execution does not entitle you to formulate any claims against us.
- 43.** Our offer to perform shipping services includes only the shipping services specified in the Shipping Order and relating to the Shipment indicated therein, and performed under typical and undisturbed conditions.
- 44.** You can accept our offer to perform shipping services in the form of an e-mail within 2 Business Days from the day we submitted it to you. If we indicate a different deadline for acceptance in the content of our offer to perform shipping services, this different deadline shall apply. If you fail to confirm your acceptance of our

offer within the applicable timeframe, the offer shall be deemed not accepted, and the Agreement shall not be concluded.

- 45.** You may only accept our offer in the form in which it was submitted by us. If you submit a statement of acceptance of our offer with changes or additions to it or other objections, we will consider that you have made us a new offer (counter-offer) for the performance of the shipping services. Such a new offer (counter-offer) shall only be binding on us if we make an unequivocal declaration of acceptance in Written Form or by e-mail – under pain of nullity. For the avoidance of doubt, we would also like to emphasise that our failure to respond promptly or at all to a new offer (counter-offer) or to proceed with the shipping services, does not imply our acceptance of the new offer (your counter-offer).
- 46.** In the event that you are the first to make an offer to us to conclude an Agreement (irrespective of whether or not you have an established business relationship with us), an Agreement shall only be concluded if we have given you an unequivocal statement of acceptance of your offer. For the avoidance of doubt, we emphasise that failure to respond promptly or at all from our side to your offer does not imply our acceptance of your offer.
- 47.** Transfer of all or part of your rights or obligations under an Agreement with us to a third party is possible after obtaining our prior written consent.



DO WE INSURE YOUR SHIPMENT?

- 48.** We are under no obligation to insure your Shipment.
- 49.** However, we can provide you with insurance coverage under a contract of insurance of goods in transport (cargo insurance), concluded by us for the account of third parties using our shipping services. The content, scope and conditions of such insurance are available on our website and on the SUUS Portal [ROHLIG SUUS – Individual Cargo](#).
- 50.** In order for your Shipment to be covered under the insurance contract we have concluded for property in transport, you are required to:
- read and accept the contents, scope and conditions of this insurance, including the limitations and exclusions of the insurer's liability,
 - order insurance of your Shipment in the content of the Shipping Order, provide all required data, in particular the type and value of the Shipment, and undertake to pay to us the cost of the insurance premium,
 - meet all requirements under the insurance contract for property in transport.
- 51.** If you instruct us to insure the Shipment in transport, it will be deemed that you have read the contents, scope and terms of this insurance and that you accept them and agree to pay us the cost of the insurance premium.
- 52.** Prior to the conclusion of the Agreement, we may refuse to accept an order to insure the Shipment, without stating a reason and without incurring any liability on this account.

- 53.** Upon acceptance of your order for insurance of the Shipment – we will submit your Shipment for insurance of property in transport. Despite the acceptance of your order to insure the Shipment in transport, we are not responsible for the consequences of:
- 1) your provision of insufficient or incorrect information in relation to the insurance of the Shipment,
 - 2) your failure to comply with the requirements under the agreement for insurance of property in transport.
- 54.** The indication of the value of the Shipment in the Shipping Order will not be considered by us as an order to insure your Shipment in transport.



WHAT ARE YOUR OBLIGATIONS IN RELATION TO THE SHIPMENT?

- 55.** You are obliged to prepare and issue the Shipment in a condition that allows it to be handled properly, including transport and delivery without loss, deterioration or damage.
- 56.** As part of your obligation under the previous point, you are obliged to ensure that the packaging of the Shipment complies with the law and that:
- 1) it is suitable for the type and characteristics of the Shipment, as well as the manner of its handling and transport,
 - 2) it protects the Shipment from external factors, leakage of its content outside and damage to the property or to the person,
 - 3) it prevents access to the content of the Shipment without its visible damage,
 - 4) it contains only substances that are harmless to human life and health, as well as to the environment,
 - 5) it is legibly labelled, in a visible place, with information about: name and address of the Sender and name and address of the Recipient, number of loading units (e.g. pallets) included in the Shipment, content and characteristics of goods and items included in the Shipment, and the manner of handling of the Shipment,
 - 6) the packaging of each loading unit complies with the requirements of the Packaging Standards.
- 57.** If Special Requirements apply to the goods or the Shipment, you are obliged to inform us about them. In addition – according to the circumstances of the case – you are obliged to: comply with the conditions and requirements under the Special Requirements, prepare the goods and the Shipment with them in mind, and provide us with the necessary documents. If we deem it necessary for the performance of the services, or a governmental authority requests us to do so, you are also obligated to adequately complete the information on the Special Requirements and to continue to cooperate with us to complete them.
- 58.** In any case, you are obliged to prepare the Shipment in such a way that its weight does not lead to exceeding the permissible total weight or the permissible load capacity of the vehicle.



OUR LIEN RIGHT

- 59.** We are entitled by law to a statutory lien on the Shipment. We may exercise our right of lien to secure our claims for payment by you of remuneration, costs and expenses and any other amounts due to us under the Agreement currently being performed and all previous Agreements.

60. Any costs incurred in connection with the exercise of our statutory lien shall be charged to the Shipment and will be added to the receivables secured by the lien.

» This includes in particular: storage costs, demurrage, detention, handling, security and transport costs.

61. In the event that any third parties make claims to us in connection with a Shipment on which we have a statutory lien, you shall indemnify us against any such third parties and compensate us for any damages incurred in connection with such claims. We shall not be liable for any damages incurred in connection with our exercise of a statutory lien on the Shipment.



REMUNERATION

62. We are entitled to remuneration from you for the shipping services we provide, as well as reimbursement for the costs and expenses of providing these services. Not all costs and expenses can be directly predicted by us in the Agreement and the GFR. However, if we, or an entity engaged by us, incurred them in order to perform the Agreement, we may require you to reimburse them.

» This includes, for example: extra transport fee, storage costs, demurrage and detention costs, parking fees, customs fees, sanitary or quality inspection fees, other administrative fees.

» It is also incumbent upon you to cover any costs or additional fees incurred in connection with the payment of remuneration or reimbursement of costs and expenses in foreign currency or by making transfers from a foreign bank account.

63. The remuneration and the costs and expenses specified in the Agreement relate to the shipping services for the Shipment indicated in the Agreement. They were established assuming typical and undisturbed conditions for the performance of shipping services. The remuneration and costs and expenses specified in the Agreement may be subject to appropriate changes, in particular in the following cases:

- 1) changes by you in the scope or manner of providing shipping services or changes to the Shipment,
- 2) the occurrence, for reasons not attributable to us, of a change in the conditions for the provision of shipping services or interference with the process of providing shipping services,
- 3) changes in costs and expenses related to the provision of shipping services or the introduction of new costs and expenses, including public fees and charges.

64. If we or an entity engaged by us performs additional shipping services or activities not provided for in the Agreement, you are obliged to pay us additional remuneration. This applies to such additional shipping services or activities that we have previously agreed with you, as well as those that, despite the lack of prior agreement with you, we have had to undertake in order to properly perform the Agreement or secure the Shipment or your or our rights and interests.

65. We shall be entitled to the additional remuneration and the costs and expenses referred to above in the amount specified in the Agreement. However, if their amount will be higher than specified in the Agreement, or if they are not provided for in the Agreement, you are obliged to:

- 1) pay additional remuneration for additional services and activities performed by us ourselves in an amount corresponding to their current market price,

- 2) reimburse the costs and expenses incurred to the extent that they are proven to have been incurred by us or by the parties engaged by us.
- 66.** We may make the commencement of performance of the Agreement conditional upon your prior payment of the remuneration to which we are entitled and the amounts corresponding to the planned costs and expenses associated with the performance of the Agreement. During the performance of the Agreement, we may also request that you pay us on first demand, no later than within 7 days, the amount due for remuneration or costs and expenses, or indemnify us for the payment of costs and expenses, by paying them directly to an authorised carrier, freight forwarder or other entity.
- 67.** If the amount of remuneration or the amount of costs or expenses is determined in a foreign currency, the selling rate of the given currency in ING Bank Śląski S.A. as published on the date of loading of the Shipment or on the date of our VAT invoice – whichever occurs first – shall apply to convert this amount.
- » Please note that this applies if the invoice is issued in PLN and the remuneration is specified in the Agreement in a foreign currency. If, on the other hand, the remuneration included in the invoice is specified in foreign currency, the tax due shall be specified in PLN, in accordance with the relevant regulations, i.e. the value of the tax shall be converted into PLN according to the average exchange rate of the foreign currency in question announced by the National Bank of Poland on the last working day preceding the day of completion of the service. If we issue an advance invoice to you (before the service is performed), the tax is converted at the average exchange rate of the foreign currency in question, as announced by the National Bank of Poland on the last working day preceding the date of the advance invoice.
- 68.** The day of payment is the day of receipt of funds into our bank account.
- 69.** You may only offset your receivables from us against our receivables from you if you have obtained our prior consent in Written Form. We can offset our receivables against you with your receivables, if they come from a different or the same legal relationship. The same legal relationship is understood as Shipping Order placed on the basis of a framework agreement, our offer or the GFR.
- 70.** We may require you to provide security for the payment of our receivables for the provision of shipping services.
- » This could be, for example, in the form of a bank guarantee, a third-party surety, a blank promissory note.
- 71.** If you appoint a third party as payer of our receivables for the provision of shipping services, you are jointly and severally liable with this third party for payment. Designating a third party as a payer does not relieve you of your obligation to pay.
- 72.** If you are in arrears with the payment of part or all of any amount due to us, we have the right to:
- 1) suspend the provision of our services to you (all services, not just those in arrears),
 - 2) suspend the acceptance of further Shipping Orders from you and the conclusion of further Agreements with you,

» The suspension may continue until you have paid all outstanding and due amounts.
 - 3) terminate the Agreement without notice, with immediate effect, through your fault.

- 73.** If, in connection with the performance of the Agreement, we put up our own money, we shall be entitled to an outlay commission on the amount put up, in accordance with the Table of Additional Fees.
- 74.** By entering into an Agreement with us, you agree to receive a request for payment, a reminder or information about an impending payment deadline, to the e-mail address you have indicated or which you have used to send the Shipping Order or in your communication with us.
- 75.** Our wages are affected by many external factors, so we are entitled to fuel adjustment, currency adjustment and currency allowance (CAF), road allowance and seasonal allowance. These are normal elements of remuneration and their application does not constitute an amendment to the Agreement and does not require your additional consent.



FUEL ADJUSTMENT, CURRENCY ALLOWANCE (CAF), ROAD ALLOWANCE, SEASONAL ALLOWANCE

- 76.** We adjust our remuneration in accordance with the fuel adjustment. Its use is justified by the significant fluctuations in the market price of fuel, which is a key component of the cost of providing services.
- 77.** If the Polish zloty exchange rate strengthens, we apply a currency adjustment in the form of a currency allowance (CAF).
- 78.** We apply the road allowance to wages in connection with the introduction by current legislation of mandatory tolls for the use of highways, expressways and national roads, and the successive extension of this obligation to more road sections.
- 79.** We publish the rules for calculating and the amount of the fuel adjustment, currency allowance and road allowance applicable for the month on our website and in the SUUS Portal.
- 80.** The seasonal allowance to remuneration is applied due to an increase in demand for services during the Seasonal Allowance Periods. We publish information about the amount of the Seasonal Allowance on our website and include it in the Table of Additional Fees: <https://www.suus.com/en-downloads>.



WHAT IS OUR LIABILITY?

- 81.** We shall be liable for culpable non-performance or undue performance of the provisions of the Agreement, including culpable non-performance or undue performance of the shipping services – in accordance with the GFR and the relevant legal regulations.
- 82.** Our liability is limited to direct losses (indirect losses and lost profits are not included) and to the events and amounts of coverage specified in our liability insurance contract in effect at the time. We publish the current certificate of insurance for our civil liability on our website: <https://www.suus.com/en-downloads> and on the SUUS Portal.
- » For example, we are not liable for contractual penalties charged by your contractors.

- 83.** We are responsible for carriers, freight forwarders and other entities we use or to whom we entrust in whole or in part the performance of services, unless we are not at fault in their selection. If we are liable for a carrier or freight forwarder, or for another entity, it cannot be broader than the liability of that entity.
- 84.** We shall be liable for damage to a Shipment, consisting of loss, depreciation or damage, when two conditions are met together:
- 1) the damage has occurred in the period from the moment of acceptance of the Shipment by us to the moment of its delivery to the carrier, forwarder, you or a person designated by you, and furthermore
 - 2) such damage resulted from our culpable failure to perform or inadequate performance of shipping services.
- 85.** We shall not be liable for the non-performance or improper performance of the shipping services and the Agreement or for any damage resulting therefrom, nor shall any failure to exercise due care be attributable to us, in particular in the following cases and circumstances:
- 1) the damage resulted from the characteristics of the Shipment or from the lack of packaging or labelling of the Shipment or from incorrect or insufficient packaging or labelling of the Shipment, including the failure to apply the Packing Standards,
 - 2) the damage was caused by circumstances on your part or on the part of third parties for which we are not responsible,
 - »» These include, for example: failure to provide the required information or documents; provision of insufficient or erroneous information or documents; provision of false information about the subject of the Shipment; failure to comply with Special Requirements or to inform us of Special Requirements; failure to cooperate properly, including failure to provide the required instructions; failure to observe the required acts of diligence (e.g. such as sealing the transport container, inspecting the shipment, making the required annotations in the transport documents, etc.); damage caused by access or risk of access by third parties to the Shipment; damage caused by the actions of state authorities, e.g. during customs inspections.
 - 3) the damage consists of the lack of or damage inside an intact transport container (in particular a container) or inside intact packaging: individual, bulk or inside an intact loading unit of the Shipment (e.g. pallet/cardboard box unpalletized),
 - 4) the damage consists of a loss that does not exceed the limits prescribed by law or custom,
 - 5) the cause of the damage was Force Majeure or a fortuitous event,
 - 6) the exercise of a statutory lien on the Shipment,
 - 7) unavailability or lack of space on the means of transport, unavailability or delay in the operation of infrastructure or equipment, unavailability or delay of services provided by external parties (e.g. container terminals), unavailability of storage space, etc.




HOW DO WE CALCULATE COMPENSATION?

- 86.** As the basis for determining compensation for damage to a Shipment, we take the normal value of the Shipment. We determine it:

- 1) on the basis of an invoice or bill or
- 2) on the basis of the market price or the normal value of things of the same type and quality – if no invoice or bill is issued.

87. When calculating compensation, we take into account the principles and scope of our liability as provided for in the GFR, in addition to the following limitations:

loss or defect of the Shipment  limitation of 2 SDR per 1 kilogram of missing gross weight of Shipment lost or affected by loss

» As an exception, **we do not apply this limitation** (up to 2 SDR/kg) **when calculating compensation for damage to a LTL Shipment³ that has arisen on the premises of our transshipment terminal in connection with the performance of shipping services for the national and international road transport of LTL Shipments.** However, in the event of damage to a LTL Shipment which has arisen on the premises of our terminal, the compensation shall not exceed:

- a) PLN 5,000 – in the case of a road freight service for domestic road transport of the LTL Shipment,
- b) 8.33 SDR per kilogram of gross weight of the LTL Shipment lost, damaged or defective – in the case of road freight services in the scope of international road transport of the LTL Shipment.

» The other limitations of liability indicated further on also apply.

total damage to the Shipment

» determined by a % reduction in value of the Shipment



limit to the amount that would be due for the loss of the entire Shipment, whereby compensation for the loss of the Shipment is calculated taking into account the limitation to 2 SDR per 1 kg of missing gross weight of the Shipment lost

partial damage to the Shipment

» determined by a % reduction in value of the Shipment



limit to the amount that would be due for a loss of that part of the Shipment that has suffered damage, whereby compensation for a loss of the Shipment is calculated taking into account the limit of 2 SDR per 1 kg of missing gross weight of the affected Shipment

damage to packaging



limit to cost of repacking (including new packaging)

³ The LTL Shipment is defined and characterised in the Road Freight Annex.

damage in the domestic LTL Shipment → limit to PLN 5,000

our total and complete liability for all damages resulting from our non-performance or improper performance of the Agreement → limit to 50,000 SDR

88. We are not liable for the performance of individual shipping services or stages thereof within a specified period of time or for the delivery of the Shipment within a specified period of time – unless we have assumed an obligation in the Agreement concluded with you in Written Form to perform individual shipping services or stages thereof within a specified period of time or to deliver the Shipment within a specified period of time.

In this case, in the event of our culpable failure to meet a deadline (delay), our liability for the resulting direct loss shall furthermore not exceed the remuneration for the performance of the service to which the delay relates, as provided for in the Agreement.



WHAT IS YOUR LIABILITY?

89. You are liable for damages resulting from the – however negligent – non-performance or improper performance of your obligations. You are liable to us and to others involved in the performance of the Agreement.

» This applies, for example, to damages resulting from the provision of false or insufficient information or documents, from failure to meet Special Requirements or to inform us of Special Requirements, from improper preparation of the Shipment (including improper packaging or labelling).

90. You are also liable for any damage caused to us or any other person by the Shipment.



WHAT SHOULD YOU KNOW ABOUT COMPLAINTS?



91. If you wish to assert claims against us related to our non-performance or improper performance of the Agreement, you should file a complaint in accordance with the terms and procedures described in the GFR.

» Your objection to the condition of the Shipment or the manner of performance of the service in the content of the shipping document, or the preparation of a damage report, **does not constitute a complaint.**

92. It is very important that, until the complaint is investigated, you secure the Shipment to which the complaint relates and provide access to it to us or persons we designate. If you fail to do so, your complaint may be disregarded.

93. Filing a complaint does not relieve you of your obligation to pay your fees and other charges for services, which remains valid. You may not withhold payment or make deductions from our receivables.

94. You may file a complaint in one of the following ways:

	Ways to make a complaint:	When is the complaint served?
	<p>You must complete the model complaint form available on our website: https://www.suus.com/do-pobrania together with the required attachments and send it to our address: 02-235 Warsaw ul. Równoległa, 4A</p>	<p>On the day of actual delivery of the complaint to our address with acknowledgement of receipt.</p>
	<ul style="list-style-type: none"> ▪ Please fill in and send an electronic complaint form together with the required attachments using our website/ SUUS Portal. If you submit a complaint in this manner, you agree to receive correspondence regarding the complaint procedure via e-mail, the address of which was indicated in the complaint form. 	<p>On the day we confirm the registration of the complaint via e-mail</p> <ul style="list-style-type: none"> ▪ If you do not receive an e-mail from us confirming your complaint on the next Business Day after you send us your complaint, please contact our Customer Service Department.

95. You should make a complaint within 3 days from the date of damage to the Shipment or the occurrence of any other event giving rise to a complaint, but in no case later than within 5 days counted from the day on which the Shipment was received. If you file a complaint after the expiration of the period provided for above, it shall be assumed that the damage to the Shipment or the event giving rise to the complaint did not occur during our performance of the Agreement or as a result of our failure to perform or improperly perform our obligations under the Agreement.

» If you do not meet the deadlines for filing a complaint, we may not be able to secure your rights. This is because we are also bound by the time limits for filing complaints with carriers or other entities involved in the performance of the Agreement.

96. A complaint prepared in a correct and complete manner and containing the required attachments will be considered as submitted on the day it is delivered to us.

97. The complaint should include all the information specified in the sample complaint form, and should also include the required attachments. You are required to provide information and attachments truthfully, completely and accurately – under penalty of liability for failure to do so.

98. We may additionally request that you, within:

- 1) 14 days from our request, submit your complaint in Written Form,
- 2) 14 days from our request, provide original documents attached to the complaint,
- 3) 7 days from our request, complete an incomplete claim,
- 4) 7 days after our request, provide us with additional information, explanations or documents.

We may leave the complaint unprocessed if you fail to comply with any of these obligations.

99. We will endeavour to process your complaint within 30 days from the date of delivery to us of a properly and completely prepared complaint with all required attachments.

100. At the same time, we reserve that the above-mentioned period for processing the complaint:

- 1) is calculated from the moment of correcting or completing the complaint, if you have been requested to do so,
 - 2) may be longer than 30 days if your case is particularly complicated, additional documents need to be collected, proceedings conducted by competent authorities or third parties (e.g. carriers, police, insurers, etc.) have not been completed,
 - 3) is indicative, i.e. if it has expired without results, this does not mean that we have accepted your claim in full or in part.
- 101.** We will inform you of the outcome of the complaint, in the same form in which you submitted the complaint.
- 102.** If the complaint is not accepted, you will receive a justification for such a decision.
- 103.** If we accept your complaint in whole or in part, you will be informed of the amount of compensation we have awarded. We will pay the compensation to you on the basis of an accounting note (credit or debit), following our acceptance of the claim, by transfer to your bank account, within 14 days after delivery of the note. In justified cases, the deadline for payment of compensation may be extended.
- » This may be due, for example, to liquidation proceedings carried out by the insurer.
- 104.** If your complaint is accepted, we may require you to transfer to us ownership of the Shipment to which the complaint relates, unless this is not possible in a particular case.
- 105.** If, after we have paid compensation to you, another entity makes a claim against us for the same damage, you shall indemnify us against our liability to that entity and make good any resulting damage.
- 106.** If we do not accept your complaint and, in the case in question, there is liability on the part of the carrier for the damage caused, you are entitled to ask us to assign to you our rights under the transport agreement concluded with that carrier. The transfer of our rights under the transport agreement will be carried out by means of an assignment agreement – unless, in a particular case, transfer of rights is not possible. In addition, we will provide you with the documents and information we have in our possession so that you can attempt to pursue a claim directly against the carrier.



OBLIGATIONS RELATED TO THE INFORMATION PROVIDED



CONFIDENTIAL INFORMATION

- 107.** Both we and you are bound by the confidentiality of information and data that constitute the Business Secret of the other party. This obligation consists of non-disclosure and non-use of information and data that constitute the Business Secret of the other party.
- 108.** Information that we treat as our Business Secrets in each case includes, in particular, information that concerns:
- 1) our customers, contractors, subcontractors, employees,
 - 2) the content of the Agreement and any other agreements entered into by us,

- 3) the terms and conditions of employment of employees by us and other aspects of our human resources policy,
- 4) procedures and organisation of the performance of shipping services,
- 5) prices and rates of remuneration, as well as the amount of costs of providing shipping services and the cost of operations,
- 6) the rules of organisation and order in force on the premises of our facilities,
- 7) financial and investment policies and risk management.

» We do not need to further reserve the confidentiality of this information.

109. The obligation not to disclose and not to use information that constitutes the Business Secret of the other party does not apply to information and data:

- 1) to the disclosure of which the party to whom they relate has consented,
- 2) widely known or made public,
- 3) which, under applicable law, should be disclosed at the request of competent state authorities or courts,
- 4) the disclosure of which is necessary to assert claims.

110. We may provide information that constitutes your Business Secret to insurers, carriers, further forwarders, subcontractors, and legal and business advisors, but only to the extent necessary for the proper performance of the shipping services, the Agreement, and the investigation of claims. In addition, any information and data that you provide to us, including information and data constituting your Trade Secrets, may be disclosed by us to other companies from the RÖHLIG SUUS Group, in order to optimize the processes of providing services and standardize customer service standards - to which you give your consent.

111. The obligation of confidentiality of the Business Secret is binding for the duration of the Agreement and for 5 years after its execution or termination.

112. If you violate the confidentiality obligations referred to above, we may require you to pay a contractual penalty of PLN 50,000 for each instance of violation. If the amount of the damage suffered by us as a result of such a breach is greater than the contractual penalty, we shall be entitled to claim additional compensation on a general basis.



PERSONAL DATA

» In this section, we use the expressions: "personal data", "processing", "data subject", "data controller" as defined in the GDPR.

113. You provide us with personal data of: Senders (persons acting on behalf of Senders), Recipients (persons acting on behalf of Recipients), as well as your employees and other persons who act on your behalf, for the proper performance of your obligations under the Agreement or the Shipping Order.

114. When you provide us with personal data, we will become a separate controller of that data. We process them for the purpose of:

- 1) monitoring the performance and correct execution of the Shipping Order or the Agreement concluded between you and us⁴,
- 2) establishing or asserting potential claims or defending against such claims⁵,
- 3) complying with the controller's legal obligations, e.g. tax obligations⁶.

115. If you provide us with the personal data of your employees or other persons who act on your behalf, you are required to provide these persons with information about our processing of their personal data⁷.

116. We may share the data you provide with:

- 1) carriers, freight forwarders and subcontractors with whom we cooperate in the provision of our services,
- 2) subcontractors who operate and maintain the ICT systems we use,
- 3) companies in our Group in the performance of shipping services,
- 4) consulting firms, audit firms, business intelligence firms, insurers and law firms with whom we work,
- 5) entities that carry out customs processing in countries of transit and destination.

117. By placing a Shipping Order and entering into an Agreement with us, you declare that the personal data you provide is correct and up-to-date. If this obligation is breached by you and we are legally obliged to pay any amount as a result of a breach of data protection regulations, you are obliged to reimburse us for any costs incurred by us as a result.



SELF-PROMOTION AND TELEMARKETING

118. We can share the information that we cooperate/have cooperated with you in the provision of shipping services. This means that we may cite your name or include your logos and trademarks, for example, in:

- 1) our customer lists,
- 2) advertising and information materials,
- 3) presentations and speeches in public places (including if televised),
- 4) press releases,
- 5) reference documents, such as case studies,
- 6) on the Internet, mass media and social media.

119. Our rights related to self-promotion are unlimited territorially, and we are entitled to them for the entire term of the Agreement and for 5 years after its execution or termination. By entering into an Agreement with us, you declare that our rights mentioned in this section of the GFR do not violate your Business Secret or the rights of third parties.

120. In addition, by submitting a Shipping Order and entering into an Agreement with us, you consent to our use of telecommunications terminal equipment (including telephones, fax machines, and computers with access to a data communications network) or automated calling systems for direct marketing purposes⁸.

⁴ Pursuant to Article 6(1)(f) of the GDPR, and if the party to the Agreement or the principal of the Shipping Order is a data subject, pursuant to Article 6(1)(b) of the GDPR.

⁵ Pursuant to Article 6(1)(f) of the GDPR.

⁶ Pursuant to Article 6(1)(c) of the GDPR.

⁷ We have posted the information here: www.suus.com/klauzula_klienci.

⁸ Pursuant to: Articles 172 and 174 of the Act of 16 July 2004 – Telecommunications Law.



OTHER PROVISIONS



UNFAIR COMPETITION AND NON-COMPETITION

121. In order to preserve the principles of fair competition, you are required:

- 1) to refrain from conduct contrary to the law or good morals, the Agreement or the GFR;
- 2) not to disclose or use information and data that pertains to carriers, freight forwarders and subcontractors engaged by us to perform services;
 - » You may use this information if it is necessary for the performance of the Agreement.
 - » However, we will consider it a breach of this obligation if you offer or commission, directly or indirectly, performance of shipping or transport services to a carrier, freight forwarder or our other subcontractors, without us.
 - » It will also be a breach of this obligation if you induce a carrier, freight forwarder or other subcontractor cooperating with us to terminate their cooperation with us.
- 3) not to spread false or misleading information about us;
 - » These include, for example, false or misleading information about the people who run our company or its business units; the services we provide, the prices we charge, our economic or legal situation.
 - » This prohibition applies regardless of the forms of communication you would use to disseminate information. If we raise objections to the information you disseminate about us – the onus is on you to show that your claims are true.
- 4) not to disclose to third parties information regarding the terms and status of settlements between us and you, including the amount of remuneration, payment dates, debt status and other financial information that concerns us.
 - » In particular, we are referring to other forwarders and carriers, our customers, Senders and Recipients of shipments.

122. If you violate the fair competition rules mentioned above, we may demand payment of a contractual penalty of PLN 100,000 per violation. If the amount of the damage suffered by us as a result of such a breach is greater than the contractual penalty, we shall be entitled to claim additional compensation on a general basis.



ANTI-CORRUPTION

123. By placing a Shipping Order and entering into an Agreement with us, you represent that:

- 1) you are not undertaking, nor have you undertaken, corrupt activities,
 - » By such actions we mean, in particular: offering, promising and giving financial benefits to domestic and foreign officials or individuals, in order to expedite a case or get favourable treatment.

- 2) you do not influence our decisions in any other way contrary to law or ethics,
 - » In particular, it is about attempts to influence our decision to enter into an Agreement.
- 3) the source of the remuneration paid to us is legitimate and not derived from crime,
- 4) to the best of your knowledge, there are no proceedings pending against you or against your suppliers, agents, contractors or subcontractors for the crime of corruption.
 - » This also applies to your employees or agents.



CODE OF CONDUCT FOR RÖHLIG SUUS GROUP'S BUSINESS PARTNERS

124. By placing a Shipping Order and entering into an Agreement with us, you undertake to act in accordance with the legal principles and ethical standards that we have set out in our [Code of Conduct for Business Partners of our Group](#).



SETTLEMENT OF DISPUTES

125. In the event that a dispute arises between you and us regarding the performance of shipping services or the Agreement, we will endeavour to resolve it together through negotiation. However, if we fail to agree in this way, the Polish common court in Warsaw, which has jurisdiction over our registered office, will have jurisdiction to settle disputes between us.



TERMINATION

126. For valid reasons, we may terminate the Agreement concluded with you, without notice, with immediate effect. We consider valid reasons to include:

- 1) your failure to meet the payment deadline (delay/default) of the dues to which we are entitled under the executed Agreement or Agreements that have already been executed by us,
- 2) the occurrence, for reasons beyond our control, of an obstacle to the execution of the Agreement that suspends the possibility of its execution for more than 30 days,
- 3) your failure to provide or provision of insufficient, defective, unreliable or untruthful information or documents necessary for the proper performance of the Agreement, above all, your failure to provide or unreliable provision of information about the special nature of the items included in the Shipment or about the Special Requirements,
- 4) your failure to prepare or your preparation of the Shipment in a manner inconsistent with the Agreement, in particular where the subject of the Shipment is different from that provided for in the Agreement, the dimensions or other parameters of the Shipment differ materially from those provided for in the Agreement, the Shipment does not have the appropriate packaging or labelling necessary for the proper performance of the Agreement, or you have failed to comply with Special Requirements,

- 5) the occurrence, for reasons beyond our control, of a change in the terms and conditions of shipping services or widespread disruption in their provision,
- 6) your violation of the rules set forth in the chapters: CONFIDENTIAL INFORMATION, UNFAIR COMPETITION AND NON-COMPETITION, ANTI-CORRUPTION, or CODE OF CONDUCT FOR RÖHLIG SUUS GROUP'S BUSINESS PARTNERS,
- 7) your insolvency.

If we terminate the Agreement, we shall be entitled to compensation for services rendered up to the time of termination and to reimbursement of costs and expenses we incur up to the time of delivery of the Shipment to you. If we terminate the Agreement for reasons attributable to you, we are also entitled to compensation for damages.



ANNEXES

- 1) Excluded and special goods,
- 2) Road freight,
- 3) SMS delivery confirmation.:



GLOSSARY

PERSON

You – our Customer, i.e. you, as the entity commissioning us to provide shipping services.

We – RÖHLIG SUUS Logistics S.A. with its registered office at: 02-235 Warsaw, ul. Równoległa 4A, entered in the Register of Entrepreneurs of the National Court Register under KRS number 0000328793, whose registration files are kept by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, with a share capital of PLN 693,000, paid in full, NIP (Tax Identification Number): 1230993241, REGON (National Business Register Number): 015490202.

Sender – you or any other entity you indicate and to whom the Shipment should be delivered for the purpose of performing shipping services.

Recipient – you or another entity that you indicate and to whom the Shipment should be delivered and handed over.

ROHLIG SUUS Group – the current list of companies belonging to the RÖHLIG SUUS Group is presented at: https://www.suus.com/pub/LISTA_SPOLEK_GRUPY_ROHLIG_SUUS.pdf

SHIPMENT

Shipment – goods and items together with required documents, which are the subject of shipping services and which are sent from a given Sender to a given Recipient.

Packing Standards – principles and guidelines according to which you should prepare your Shipment so that we can properly perform the shipping services. We have posted the Packing Standards on our website: <https://www.suus.com/en-downloads> and on the SUUS Portal.

Special Requirements – requirements and conditions to be met in the performance of transport or shipping services relating to a particular Goods or Shipment, arising in particular from the law, the type or characteristics of the Goods or other conditions and circumstances. Whenever there are Special Requirements for a particular Goods or Shipment – you are obliged to inform us about them in the content of the Shipping Order and in the Agreement. Specific Requirements may include, for example, maintaining a controlled temperature, prohibiting stacking of Goods, providing a vehicle that meets certain requirements or a vehicle with certain equipment, providing a carrier or driver with certain qualifications, meeting requirements for storage, shipping or transportation of products of a particular type, such as, for example: food products, organic products or ADR dangerous goods; meeting the requirements for declaring a shipment under the freight monitoring system, etc.–

Loading Activities – Loading and Unloading of Shipment:

Loading – A set of activities aimed at placing the Shipment inside a vehicle or transport container (in particular a container) placed at the loading location. Loading includes proper placement of the Shipment inside the vehicle or transport container, as well as tidying up of the vehicle or transport container in the event of its contamination during Loading Activities.

Unloading – A set of activities aimed at unloading the Shipment from a vehicle or transport container (in particular a container) at the place of unloading, as well as tidying up the vehicle or transport container in the event of its contamination during Loading Activities.

Agreement – the Forwarding Agreement concluded between you and us. We may conclude it, in particular, by your acceptance of our offer to perform a shipping service, made in response to your Shipping Order. The Agreement relates to the performance of shipping services with respect to a given Shipment. The Agreement between you and us may also be of a framework nature (e.g., if you accept our offer to cooperate in the provision of shipping services), in which case, in the performance of such Framework Agreement, individual Agreements will be concluded between you and us.

Shipping Order – an order for the performance of shipping services with respect to a particular Shipment, which you have submitted to us.

Code of Conduct for Business Partners of Our Group – Code of Conduct for RÖHLIG SUUS Group's Business Partners, which is available at <https://www.suus.com/en-compliance>.

Table of Additional Fees – information published on our website <https://www.suus.com/do-pobrania> and on the SUUS Portal about the fee rates for our performance of certain additional services or activities.

PGFR – Polish General Forwarding Rules 2022 of the Polish International Freight Forwarders Association, available at <https://pisil.pl/opws-2022-2/>, which may be applicable to the extent not regulated by the provisions of the Agreement and the GFR. Among the provisions of the PGFR, the regulations on the following apply in particular:

- 1) The lack of influence of seizure, forfeiture, confiscation, lien, detention of the shipment, as well as its sale by the authorities or subcontractors of the freight forwarder – on the claims of the freight forwarder against the principal for payment of remuneration and reimbursement of costs and expenses (§ 10 of the PGFR).
- 2) The informative character, on the grounds of the forwarding agreement, of the INCOTERMS rules, according to which the commercial contract has been entered into, given to the freight forwarder or indicated in the orders, offers, forwarding agreements, as well as the lack of the freight forwarder's obligation to perform duties incumbent upon the parties to the commercial contract resulting from the INCOTERMS rules (§ 16 section 2 of the PGFR).
- 3) The indicative and non-guaranteed nature of the information provided by the freight forwarder regarding the time or dates of services, activities, operations – such as transit time (TT), ETA, ETD, timetables, sailing schedules, departure and arrival dates, flight departure and arrival dates, etc. (§ 17 of the PGFR).
- 4) The lack of any obligation on the part of the freight forwarder to check the condition of the container, shipment or seals by themselves or by another entity and the lack of liability of the freight forwarder for damage to the shipment resulting from the unsuitability or defective condition of the transport container; the exclusive liability of the principal for the conformity of the stated weight with the actual condition (§ 18 of the PGFR).
- 5) Sea freight (§ 20 – § 23 of the PGFR).
 - 6) Provision of services by an intermodal transport operator (§ 24 – § 34 of the PGFR).

GDPR – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

Business Days – days from Monday to Friday, excluding public holidays falling within this interval.

Written Form – written form as defined in Article 78 of the Civil Code (it consists in putting one's **own handwritten** signature on a document covering the contents of a statement of intent; the requirements of written form will not be met, in particular, by photocopy, scan, fax or e-mail) or electronic form as defined in Article 78¹ of the Civil Code (it consists in submitting a statement of intent in electronic form and affixing it with **a qualified electronic signature**). If the provisions of the GFR require the written form and it is not complied with, this shall result in nullity.

Seasonal Allowance Periods – the period from 1 September to 31 December each year and the periods commencing on the 5th working day (inclusive) falling before the following holidays and ending on the 5th working day falling after the following holidays (inclusive):

- 1) Easter (the first and second days of Easter),
- 2) May Weekend (1st, 2nd and 3rd days of May),
- 3) Corpus Christi Day.

SUUS Portal – the website we run, where we provide various modules related to the provision of shipping services by us. Access to individual modules depends on whether the SUUS Portal user is a registered user.

SDR (*Special Drawing Rights*) – a unit of account that is a special drawing right created by the International Monetary Fund, which we use as a unit of account when setting the limit of our liability.

Force Majeure – an event or circumstance external and objectively beyond the will of a party, the occurrence or consequences of which could not have been foreseen or avoided despite the party's exercise of due diligence. Force Majeure includes, in particular, war, riots, martial law, state of emergency, terrorist attack, strikes, roadblocks, repairs or closures of infrastructure along the route of movement of the Shipment, congestion, natural disasters, weather anomalies, floods, earthquakes, fires, epidemics, states of epidemic emergency, particularly adverse weather conditions, acts and decisions of public authorities.

Business Secret – Any non-public information, in particular technical, technological, commercial, organisational and other information of economic importance, in respect of which the interested party has taken the necessary steps to maintain its confidentiality.