

Terms and Conditions of Geis PL sp. z o.o. Forwarding Services

Scope of Application of these Terms and Conditions

§ 1

1. These Terms and Conditions of Geis PL sp. z o.o. Forwarding Services, hereinafter 'Terms and Conditions' , constitute an integral part of each forwarding agreement concluded by Geis PL spółka z ograniczoną odpowiedzialnością seated in Sosnowiec-Pieńki 7 (95-010 Stryków), entered into the Business Register maintained by the Regional Court for Łódź Śródmieście in Łódź, 20th Business Department of the National Court Register under the number KRS 0000053574, NIP 5261025183, REGON 010972267, share capital PLN 7,764,000.00, hereinafter '**Forwarder**', notwithstanding anything to the contrary.
2. The provisions of these Terms and Conditions shall not be applicable to forwarding agreements concluded with consumers.

Definitions

§ 2

The following terms shall have the following meaning in these Terms and Conditions:

- 1) **GPortal** – application through which Client places orders with Forwarder in the electronic form;
- 2) **General Forwarding Agreement** - a forwarding agreement of a general nature concluded by and between Forwarder and Client, under which Forwarder undertakes to provide forwarding services for remuneration on behalf and for the benefit of Client, on the basis of Forwarding Orders accepted by Forwarder, placed via GPortal web application or Forwarding Order form, whose template constitutes Schedule 1 hereto;
- 3) **Forwarding Offer** - Forwarder's declaration of will including material provisions of the offered forwarding agreement, under which Forwarder undertakes to provide forwarding services for remuneration on behalf and for the benefit of Client, on the basis of Forwarding Orders accepted by Forwarder, placed via GPortal web application or Forwarding Order form, whose template constitutes Schedule 1 hereto;
- 4) **Forwarding Order** - the executory agreement to General Forwarding Agreement placed via GPortal web application or Forwarding Order form, whose template constitutes Schedule 1 hereto; declaration on the acceptance of Forwarding Offer, placed via GPortal web application or Forwarding Order form, whose template constitutes Schedule 1 hereto; an order for the provision of forwarding services placed by Client with the form which constitutes Schedule 1 hereto; an order for the provision of forwarding services pursuant to the provisions of these Terms and Conditions, placed by Client in a manner different than set out in General Forwarding Agreement, Forwarding Offer or Terms and Conditions, but accepted by Forwarder for performance, even tacitly.
- 5) **Proof of Consignment** - a document issued by Consignor via GPortal web application, with whose appropriate copy each Consignment parcel must be labelled;
- 6) **Domestic Consignment Note** - consignment note issued by Consignor, which must be given to Forwarder's carrier together with Consignment in the case of Forwarder's commencement of the provision of Domestic Groupage Consignment Distribution System services, if Forwarding Order has not been placed via GPortal web application, and also in the case of the Domestic LTL Consignment Distribution System services and Domestic FTL Consignment Distribution System services;
- 7) **CMR International Consignment Note** - a consignment note issued by Consignor, which must be given to Forwarder's carrier together with Consignment in the case of Forwarder's commencement of the provision of the International Groupage Consignment Distribution System services, International FTL Consignment Distribution System services or International LTL Consignment Distribution System services;
- 8) **Consignment** - goods accepted by Forwarder in order to provide forwarding services, pursuant to the provisions of these Terms and Conditions, General Forwarding Agreement and Forwarding Offer;
- 9) **Consignor** - an entity which hands Consignment over to Forwarder's carrier for the provision of forwarding services; if Client is not at the same time Consignor, Client shall be liable vis a vis Forwarder for the actions and omissions of Consignor as for his own actions and omissions;
- 10) **Consignee** - an entity which accepts Consignment delivered by Forwarder's carrier; if Client is not at the same time Consignee, Client shall be liable vis a vis Forwarder for the actions and omissions of Consignee as for his own actions and omissions;
- 11) **Client** - Consignor, Consignee or other entity which orders Forwarder to provide forwarding services;
- 12) **Payer** - Consignor, Consignee, Client or other entity identified by Client which is obliged to pay Forwarder remuneration for the provided forwarding services, Additional Remuneration, expenses, costs or other amounts due arising in the performance of Forwarding Order or arising in connection with the performance of Forwarding Order, interest for delay in the performance of the pecuniary provision and recovery costs, provided that where Client is not Payer, Client shall bear joint and several liability with Payer for the payment of the remuneration for the provided forwarding services, Additional Remuneration, expenses, costs or other amounts due arising in the performance of

Forwarding Order or arising in connection with the performance of Forwarding Order, interest for delay in the performance of the pecuniary provision and recovery costs due to Forwarder;

- 13) **Contact Person** – a person designated by Forwarder and Client in General Forwarding Agreement, Forwarding Offer or placing and accepting Forwarding Order, authorized to make and receive declarations, give and receive instructions and guidance, and make arrangements in written, documentary or electronic form or via e-mail, which are binding upon Forwarder and Client.
- 14) **Claim** - an initial, obligatory, amicable, out-of-court communication addressed by Client to Forwarder with claim for damages resulting from failure to perform or improper performance of forwarding services;
- 15) **Standard Price List** - an integral element of each Forwarding Order, determining the prices and rates for the provided forwarding services and the manner of calculating Forwarder's remuneration and Additional Remuneration, in the scope which is not regulated individually by Client and Forwarder in Individual Price List; the current Standard Price List is published on www.geis.pl website;
- 16) **Standard Additional Services Price List** - an integral element of each Forwarding Order, determining the prices and rates for the provided forwarding services and the manner of calculating Forwarder's remuneration and Additional Remuneration which are not covered by Standard Price List, in the scope which is not regulated individually by Client and Forwarder in Individual Additional Services Price List; the current Standard Additional Services Price List is published on www.geis.pl website;
- 17) **Individual Price List** - an integral element of General Forwarding Agreement or Forwarding Offer, determining the prices and rates for the provided forwarding services and the manner of calculating Forwarder's remuneration and Additional Remuneration, which are not covered by Individual Additional Services Price List or Standard Additional Services Price List, as determined individually by Client and Forwarder;
- 18) **Individual Additional Services Price List** - an integral element of General Forwarding Agreement or Forwarding Offer, determining the prices and rates for the provided forwarding services and the manner of calculating Forwarder's remuneration and Additional Remuneration, which are not covered by Individual Price List or Standard Price List, as determined individually by Client and Forwarder;
- 19) **Price List** - shall mean Standard Price List and Individual Price List jointly;
- 20) **Additional Services Price List** - shall mean Standard Additional Services Price List and Individual Additional Services Price List jointly;
- 21) **Additional Remuneration** - remuneration due to Forwarder in cases set out in these Terms and Conditions; the amount of Additional Remuneration is set out in Price List and Additional Services Price List;
- 22) **Dangerous Goods** - goods whose carriage is acceptable only on terms set out in the provisions of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) concluded in Geneva on 30 September 1957, with Annex A and B, and the law of 19 August 2011 on the carriage of dangerous goods, or is banned under other regulations;
- 23) **ADR Annex** - a document issued by Consignor, which must be given to Forwarder's carrier together with Consignment in the case of Forwarder's commencement of the provision forwarding services whose subject are Dangerous Goods; ADR Annex contains additional information necessary for the proper provision of forwarding services whose subject are Dangerous Goods;
- 24) **Basic Services** - forwarding services specified in these Terms and Conditions in the scope of transport organization;
- 25) **Additional Services** - forwarding services specified in these Terms and Conditions which complement Basic Services;
- 26) **EURO EPAL Palette** - an undamaged 1200 mm x 800 mm palette marked with original EPAL and EUR signs in an oval and the logo of the national railway service meeting the criteria (requirements) set out in UIC 435-2 card (PN-M-78216), manufactured by entities authorized by UIC;
- 27) **Conversion Weight** - Consignment weight determined by Forwarder based on its volume, if 1 m³ of a consignment has the actual weight below 250 kg, expressed in CBM;
- 28) **CBM** – unit of measurement applied by Forwarder to determine its volume, i.e. length x width x height.
- 29) **LDM** - a metre of cargo space measured taking into account Forwarder's carrier's vehicle cargo space length and width, and the dimensions of the most popular Consignment medium, i.e. 1200 mm x 800 mm EURO EPAL palette; assuming that the standard width of the cargo space of Forwarder's carrier vehicle is 2.4 m, and maximum two EURO EPAL palettes may be placed side by side, then the maximum load of a single vehicle may not exceed 13.6 LDM; a single 1200 mm x 800 mm EURO EPAL palette occupies 0.4 LDM in Forwarder's carrier vehicle.
- 30) **Force Majeure** - an event which could not have been anticipated by application of due care, which event is external in relation to Forwarder, and which he could not have opposed by application of due care, and in particular strike, public road exclusions, failure of traffic light operating system, traffic diversion, road or other commonly used entry or exit place blockade, traffic problems, mass event, street protest, gathering, riots, epidemics, unrest, terrorist activities, sabotage, effects of nuclear energy or radioactive substances, natural disaster, adverse weather conditions and other acts of nature whose intensity is different than average in a given period and which prevent the performance of forwarding services.

31) **Indexation Index** - an index by which Forwarder shall be entitled to change all prices and rates specified in the Price List or the Price List of Additional Services, and in particular in the Individual Price List or the Individual Price List of Additional Services, determined on the basis of the increase in the following economic indicators: Fuel, Wages, General Inflation, as follows:

- a) A factor value – Fuel shall account for 30% of the Indexation Index value;
- b) B factor value – Wages shall account for 35% of the Indexation Index value;
- c) C factor value – General Inflation, shall account for 35% of the Indexation Index value,

provided that the current value of the Indexation Index and the value of individual economic indicators, as well as their source, are published by Forwarder on its website www.geis.pl.

Types of forwarding services

§ 3

1. Forwarder provides the following Basic Services:

- 1) **Domestic Groupage Consignment System** - a forwarding service provided in the territory of the Republic of Poland, whose object is Consignment, which does not require maintaining specified ambient temperature in transport, handling and storage, which consists of no more than 10 packages of goods, palettes or other media with goods, of a size not exceeding 4 LDM, height not higher than 2200 mm or total actual weight or Conversion Weight not exceeding 2500 kg, provided that the weight of a single package of goods, palette or other medium with goods must not exceed 1200 kg, the length of one side of package of goods, palette or other medium with goods must not exceed 3000 mm;
- 2) **Domestic FTL Consignment Distribution System** - a forwarding service provided in the territory of the Republic of Poland from a single Consignor to a single Consignee, whose object is exclusively Client's Consignment, which does not require maintaining specified ambient temperature in transport, handling and storage, of a size and weight not exceeding the cargo space, maximum permissible weight and axle load of the type of vehicle selected by Client;
- 3) **Domestic LTL Consignment Distribution System** - a forwarding service provided in the territory of the Republic of Poland from a single Consignor to a single Consignee, whose object is exclusively Client's Consignment, which does not require maintaining specified ambient temperature in transport, handling and storage, of a size and weight not exceeding the cargo space, maximum permissible weight and axle load of the type of vehicle selected by Client, provided that the vehicle selected by Client may be used for the provision of forwarding services to third parties;
- 4) **International Groupage Consignment Distribution System** - a forwarding service, whose object is a Consignment, which does not require maintaining specified ambient temperature in transport, handling and storage, which consists of no more than 5 packages of goods, palettes or other media with goods, of a size not exceeding 2 LDM or 10 CBM, height not higher than 2200 mm or total actual weight or Conversion Weight not exceeding 2500 kg, provided that the weight of a single package of goods, palette or other medium with goods must not exceed 1200 kg, the length of one side of package of goods, palette or other medium with goods must not exceed 3000 mm, and the place of collection for transport and the place anticipated for its delivery are in two different countries;
- 5) **International FTL Consignment Distribution System** - a forwarding service from a single Consignor to a single Consignee, whose object is exclusively Client's Consignment, which does not require maintaining specified ambient temperature in transport, handling and storage, of a size and weight not exceeding the cargo space, maximum permissible weight and axle load of the type of vehicle selected by Client, and the place of collection for transport and the place anticipated for its delivery are in two different countries;
- 6) **International LTL Consignment Distribution System** - a forwarding service from a single Consignor to a single Consignee, whose object is exclusively Client's Consignment, which does not require maintaining specified ambient temperature in transport, handling and storage, of a size and weight not exceeding the cargo space, maximum permissible weight and axle load of the type of vehicle selected by Client, and the place of collection for transport and the place anticipated for its delivery are in two different countries, provided that the vehicle selected by Client may be used for the provision of forwarding services to third parties;
- 7) **Home Delivery Standard (B2C)** – Basic Service, under which Consignee is a natural person who does not run a business at the place of delivery.

2. Forwarder provides the following Additional Services:

- 1) **EURO EPAL Palette Return** - a forwarding service consisting in the return of EURO EPAL Palettes to Consignor, which are actually returned by Consignee upon Consignment delivery; Forwarder does not provide the forwarding service of EURO EPAL Palette Return with respect to palettes other than EURO EPAL; EURO EPAL Palette Return service is provided exclusively in scope of the Domestic Groupage Consignment Distribution System and is not applicable to other Basic Services; the minimum number of EURO EPAL Palettes

which may be the subject of EURO EPAL Palette Return forwarding service is 15, however the EURO EPAL Palettes may come from different Consignees, but the place of return must be the same for all the EURO EPAL Palettes covered by EURO EPAL Palette Return forwarding service;

- 2) **Return of Confirmed Documents** - a forwarding service consisting in the return to Consignor of a single document or document package in the document form provided by Consignor upon Consignment sending and returned to Forwarder's carrier by Consignee upon Consignment delivery; Forwarder does not record the number or type of the sent and returned confirmed documents;
- 3) **'Cargo' Insurance Arrangement** - a forwarding service consisting in Forwarder's (insuring party) conclusion of a Consignment insurance policy agreement for the time of transport for the benefit of Client or a person designated by him, who incurs the risk of loss, partial loss or damage of Consignment (insured); 'Cargo' insurance agreement is concluded only if Client gives Forwarder written instruction to do so and precise information concerning the quantity, type and value of the goods in Consignment; the list of goods excluded from the option of 'Cargo' Insurance or which require additional approval of the insurer to be covered by insurance is included in the General Terms and Conditions of Insurance; additionally, the General Terms and Conditions of Insurance include a description of the claim reporting procedure and the procedure in case of loss discovery; by placing Forwarding Order in the scope of 'Cargo' Insurance Arrangement forwarding service Client acknowledges having read the General Terms and Conditions of Insurance;
- 4) **Collection Service** - a forwarding service consisting in the collection from Consignee, upon Consignment delivery, of a collection amount (amount of money) determined by Client and transferring it to Client's bank account; Forwarder provides Collection Service for Client if it is directly stipulated in the General Forwarding Agreement or Forwarding Offer given to Client and Client has indicated a bank account number to which Forwarder should transfer the collected collection amounts; Forwarder shall transfer the collection amount to Client's account within 7 banking days from the moment of giving Forwarder's carrier the collection amount provided that Client is not in arrears with the payment of any sums due to Forwarder from Client; the collection amount may not exceed PLN 15,000 or the equivalent thereof in other currency for Consignment unless Client and the Forwarder determine otherwise.
- 5) **Warehousing Service** – a forwarding service consisting in particular in the storage of Consignments, contract logistics, accepting Consignments to Forwarder's warehouse and giving Consignments out of Forwarder's warehouse, administering Consignments stored at Forwarder's warehouse, packaging the goods being the object of the Consignments given out of Forwarder's warehouse, reporting and stocktaking of the warehouse stocks.

Exclusions

§ 4

1. Forwarder does not provide forwarding services with respect to:
 - 1) postal consignments;
 - 2) documents and written correspondence within the meaning of legal regulations;
 - 3) personal property;
 - 4) live animals;
 - 5) human and animal remains;
 - 6) intoxicants and psychotropic substances, in particular narcotics, narcotic replacement drugs and medicines or preparations requiring special transport conditions;
 - 7) goods requiring the maintenance of special transport, handling or storage conditions, in particular with respect to the temperature, humidity or hygienic conditions;
 - 8) dual-purpose goods, goods of strategic significance and weapons;
 - 9) waste material;
 - 10) architectural models;
 - 11) goods of special value, in particular values and pecuniary means, jewellery products, precious metals, precious and semi-precious stones, ID cards, securities, works of art, including sculpture, pictures and artistic installations, regardless of their artistic value, antiques, objects made before 1945, objects styled as antiques, numismatic objects, collectibles;
 - 12) goods which due to their properties may pose a threat to the health or life of people or animals which have contact with them, or which may damage other consignments or Forwarder carrier's vehicle or the tools used for operating them, except for consignments containing Dangerous Goods, whose transport or storage is arranged pursuant to the provisions of these Terms and Conditions;
 - 13) consignments containing other goods whose transport is prohibited under the applicable legal regulations;
 - 14) consignments whose transport is prohibited by law.
2. Forwarder may provide forwarding services only upon prior, written confirmation of the possibility of providing them, with respect to:



- 1) consignments whose contents are chemical and biologically active goods, except for Dangerous Goods, whose transport or storage is arranged pursuant to the provisions of these Terms and Conditions;
 - 2) consignments whose boundary conditions exceed the parameters set out in these Terms and Conditions;
 - 3) custom consignments requiring sealing Forwarder carrier's vehicle;
 - 4) consignments whose contents are telephones, electronic or high-tech devices, products subject to excise duty, including alcohol, tobacco products, plants, animal products or feed;
 - 5) consignments whose value exceeds PLN 50,000;
 - 6) consignments to be delivered on Saturday;
 - 7) consignments whose contents are a specimen, manufacturing matrix or prototype of any device, machine or other industrial product, architectural or construction design;
 - 8) consignments requiring specialist equipment for handling;
 - 9) consignments containing or being perishable products, i.e. whose physical or chemical properties change as a result of the passage of time, and therefore require special transport, handling or storage conditions;
 - 10) consignments whose contents are assembled or partly assembled furniture;
 - 11) consignments containing car parts, parts for other machines or mechanical devices which are not in manufacturer's packaging;
 - 12) consignments which require separate permits, concessions or other administrative decisions;
 - 13) consignments whose contents are goods covered by the road monitoring system, which are referred to in the Act on the monitoring system for the road carriage of goods or subject to other reporting (i.e. SENT).
3. Client shall not offer the forwarding services provided by Forwarder to third parties without express, written consent of Forwarder.

General Terms and Conditions of accepting Consignments and provision of forwarding services

§ 5

1. Client shall place Forwarding Orders with Forwarder via GPortal web application or with Forwarding Order form, whose template constitutes Schedule 1 hereto. If Client does not have access to GPortal web application, or placing Forwarding Order via GPortal web application is impossible, Client shall place Forwarding Order with Forwarding Order form, whose template constitutes Schedule 1 hereto.
2. Forwarding Orders in the form whose template constitutes Schedule 1 hereto may be placed with Forwarder in the in written, documentary or electronic form or via e-mail sent to the e-mail address of Forwarder's Contact Person.
3. These Terms and Conditions are integral part of each Forwarding Order. Standard Price List and Standard Additional Services Price List, in the scope not determined individually by Client and Forwarder in Individual Price List and Individual Additional Services Price List, constituting an integral element of General Forwarding Agreement or Forwarding Offer applicable on the date of placing Forwarding Offer. By placing Forwarding Order Client confirms that he has read the Terms and Conditions, Standard Price List and Standard Additional Services Price List and approves of the contents thereof.
4. Client shall specify the place of delivery by means of an address including at least the name of the town, postal code and street or square name and the number at this street or square, and if in the town no names are given to streets or squares, the number in the town or another place where Consignee is obliged to start unloading Consignment from the vehicle of Forwarder's carrier.
5. If the date of the performance of the forwarding service is not evident from General Forwarding Agreement, Forwarding Offer or Forwarding Order, Forwarder shall make efforts to commence the provision the forwarding service on the banking day following the date of the confirmation of accepting Forwarding Order. Forwarding Orders, regardless of the manner of placing thereof, shall be given to Forwarder on the date set out in General Forwarding Agreement or Forwarding Offer. If the date is not set out in General Forwarding Agreement or Forwarding Offer, Forwarding Orders shall be given at least one day in advance before the date of the planned loading or on other date agreed on with Forwarder.
6. Forwarder provides forwarding services on banking days unless otherwise stipulated in General Forwarding Agreement or Forwarding Offer.
7. Forwarder does not guarantee the provision of forwarding services at a time or time frame specified by Client or a third party. If the time or time frame of the provision of the forwarding service is designated in Forwarding Offer, only the date of the provision of the forwarding service expressed in banking days shall be binding for Forwarder. The time or time frame for Consignment delivery specified in the contents of Forwarding Order does not constitute the date of providing the forwarding service but is of an auxiliary nature and indicate only the preferred time or time frame of the provision of the forwarding service.
8. Failure to provide the entire or part of the forwarding service which does not exceed two banking days in relation to the agreed dates does not constitute delay.
9. Consignment shall be delivered in a timely manner on the condition that Consignment is prepared and given at the sending place in line with the provisions of General Forwarding Agreement, Forwarding Offer, Forwarding Order and

these Terms and Conditions. The date of the provision of the forwarding service shall be extended in cases stipulated in applicable regulations, in particular in the provisions of the Act of 15 November 1984 Transport Law.

10. The forwarding service shall be completed when Forwarder's carrier reports Consignment is ready to be unloaded by Consignor from the vehicle of Forwarder's carrier at the place provided as the place of delivery specified by Client, regardless of when Consignor starts unloading the Consignment and whether he accepts the Consignment at all.
11. If delivery of Consignment by Forwarder's carrier to the place of delivery specified by Client is impossible or excessively difficult, regardless of the reason, in particular if Forwarder's carrier cannot reach the place of delivery specified by Client, in accordance with applicable law, and make a safe stopover, the forwarding service is completed when Forwarder's carrier reports Consignment is ready to be unloaded by Consignor from the vehicle of Forwarder's carrier in the place closest to the place of delivery.
12. Client shall pay Forwarder Additional Remuneration as stipulated in Additional Services Price List for Forwarder's carrier's downtime on loading or unloading, which is not attributable to Forwarder.
13. Forwarder's carrier shall not be obliged to verify the identity or power to act on behalf and for the benefit of Consignee of the person who undertakes the collection of Consignment at the delivery place.
14. Consignee may not administer Consignment, which includes verifying its contents, before confirming its reception. Upon the confirmation of Consignment reception Consignee takes over the responsibility for its condition and completeness.
15. Consignee shall confirm the reception of Consignment by a signature and company stamp (specifying at least the forename, surname and position of the person confirming the reception) in the documents provided by Forwarder's carrier, confirming at the same time the correctness of the completion of the forwarding service, subject to clause 14.
16. Client accepts and approves of the following:
 - 1) Forwarder may confirm the delivery of Consignment with an electronic device with a scanner or a mobile application which record the image of signature;
 - 2) making a signature on an electronic device with a scanner of mobile application is sufficient evidence of Consignment delivery;
 - 3) Consignee shall not be left with a written document confirming the fact and circumstances connected with the delivery of Consignment.
17. If, for reasons attributable to Forwarder, Forwarder's carrier fails to deliver Consignment within the prescribed period, Forwarder's carrier shall make another attempt to deliver Consignment on the next business day, provided that the Forwarder shall not be entitled to the Additional Remuneration for this attempt to deliver Consignment.
18. If Consignor is absent on the date or place of delivery, Forwarder retains the right to full remuneration determined on the basis of the prices and rates specified in Price List and Additional Services Price List of applicable at the time of submitting Forwarding Order.
19. Client may indicate the next date of Consignment delivery on two consecutive business days, counted from the next business day after an unsuccessful delivery attempt. For each additional attempt to deliver Consignment, Client shall pay Forwarder Additional Remuneration determined on the basis of the prices and rates specified in Price List and Additional Services Price List of in force at the time of submitting the Forwarding Order.
20. Otherwise, Client shall be obliged to provide Forwarder with instructions on how to deal with Consignment within no more than two working days, counted from the next working day after an unsuccessful delivery attempt. Upon the expiry of this period and Client's failure to provide instructions, Forwarder shall return Consignment to Consignor. For arranging the return transport of Consignment to Consignor, Client shall pay Forwarder full remuneration and the Additional Remuneration determined on the basis of the prices and rates specified in Price List and Additional Services Price List applicable at the time of submitting Forwarding Order. The return of Consignment at the expense of Client may also take place if Consignor provides an incorrect address of Consignee, Consignee refuses to accept Consignment, regardless of the reason, or in the event of an obstacle to the effective delivery of Consignment beyond Forwarder's control.

Special terms of accepting Consignments

§ 6

1. Forwarder provides Basic Services from specified Consignor to specified Consignee, unless Client and Forwarder determine otherwise.
2. The acceptance of Consignment for the provision of Basic Services is effected by actual handover of Consignment labelled with Proof of Consignment prepared by Consignor to Forwarder's carrier. If Consignor has no access to GClient web application or placing Forwarding Order via GPortal web application is impossible, the acceptance of

Consignment for the provision of forwarding services shall be effected by the actual handover of Consignment with Domestic Consignment Note or CMR International Consignment Note signed by Consignor and Forwarder's carrier.

3. Client undertakes that Consignor shall label each external packaging of goods, palette or other medium with goods which are Consignment contents with a relevant copy of Proof of Consignment in a visible manner. If Consignor has no access to GClient web application or placing Forwarding Order via GPortal web application is impossible, Client undertakes that Consignor shall label each external packaging of goods, palette or other medium with goods which are Consignment contents with Consignor's data (name and address), Consignee's data (name and address) and the number of goods packages, palettes or other media with goods which are Consignment contents in a visible manner.
4. Client undertakes that Consignor shall appropriately load Consignment in particular appropriately place and protect Consignment for the time of transport and handling in the cargo space of Forwarder's carrier's vehicle, and Consignee shall appropriately unload Consignment from Forwarder's carrier's vehicle.
5. Unless otherwise stipulated in General Forwarding Agreement, Forwarder's carrier shall not be obliged to unload Consignment from his vehicle, and in particular Forwarder's carrier is not obliged to place Consignment outside his vehicle, deliver Consignment to a specific premises or room in a building or large-format commercial facility or delivery of Consignment to a specific person or other person who will accept Consignment at the place of delivery.
6. Client shall appropriately, fully and duly protect Consignment, in a manner which is sufficient for multiple transport, loading, unloading, also with the use of a sorter, handling and storage without prejudice to Consignment contents, and in accordance with the packing instructions on www.geis.pl.
7. Client guarantees that Consignment packaging shall be appropriate for the characteristics of Consignment contents and the terms of providing forwarding services under General Forwarding Agreement, Forwarding Offer or Forwarding Order, and the manner of providing forwarding services by Forwarder, in particular Consignment packaging must:
 - 1) provide protection against damage which may occur in multiple transport, loading, unloading, also with the use of a sorter, handling and storage;
 - 2) provide additional protection for Consignment contents if the packaging of Consignment contents is at the same time the commercial packaging;
 - 3) be appropriate for the weight, size and properties of Consignment contents;
 - 4) include information with respect to the properties of Consignment contents;
 - 5) include information with respect to handling Consignment during transport, loading, unloading, also with the use of a sorter, handling and storage;
 - 6) protect Consignment against tampering with its contents by third persons and reveal all attempts of such tampering;
 - 7) provide stable fastening of Consignment contents to a palette or other medium;
 - 8) prevent separation of Consignment contents from a palette or other medium;
 - 9) be made of materials which do not pose a threat to human life or health or damaging other consignments;
 - 10) be free from any substances or contamination which pose or may pose a threat to human life or health or damaging other consignments.
8. Forwarder by accepting Consignment for the provision of the forwarding services does not confirm the quantity of the goods constituting Consignment contents. Forwarder by accepting Consignment for the provision of the forwarding services confirms only the specific number of the visible collective packages, palettes or other media for the goods constituting Consignment contents.
9. Forwarder is not obliged to verify the condition, protection or packaging of Consignment upon its collection or while providing forwarding services. The acceptance of Consignment by Forwarder for the provision of the forwarding services does not mean that Forwarder confirms that the contents, condition, protection or packaging of Consignment are appropriate or compliant with the provisions of General Forwarding Agreement, Forwarding Offer, Forwarding Order, these Terms and Conditions or compliant with the applicable law.

Special terms of providing the forwarding services

§ 7

1. Client shall
 - 1) place Forwarding Orders which include all the relevant information necessary for the correct provision of the forwarding service, including information for the correct issuance of Domestic Consignment Note or CMR International Consignment Note if Domestic Consignment Note or CMR International Consignment Note are to be issued by Forwarder;
 - 2) provide Forwarder, Forwarder's carrier or other entity designated by Forwarder with all the relevant documents necessary for the correct and legal provision of the forwarding service;
 - 3) provide Forwarder with a copy of the SAD document not later than on the date of the customs clearance, and give Forwarder the original of the SAD document in an envelope on which the contents thereof are described,

otherwise the goods and services tax (VAT) and customs dues shall be charged in line with the applicable rates for the benefit of Forwarder;

- 4) provide Forwarder in the content of Forwarding Order with the tax identification number (NIP) of Consignee, if Consignee is a natural person conducting business activity, but his company is limited to the name or names and surname or surnames, provided that Client's failure to provide the tax identification number Recipient, who is a natural person conducting business activity, whose company is limited to the name or names and surname or surnames, will result in Forwarder recognizing that Client has ordered the Home Delivery Standard (B2C) forwarding service.
2. Client shall specify the place of delivery by means of an address including at least the name of the town, postal code and street or square and the number at this street or square, and if there are no names for streets or squares in the town, the number in the town or another place where Consignee is obliged to start unloading Consignment from the vehicle of Forwarder's carrier.
3. Forwarder reserves the right to refuse to accept any Forwarding Orders, Forwarding Orders of a specified type or Forwarding Orders placed via GPortal web application for completion if he immediately notifies Client thereof.
4. Forwarder may refuse to provide a forwarding service even though it has been accepted, suspend the provision of a forwarding service, refuse to continue the provision of a forwarding service or change the terms of providing a forwarding service, partly or entirely, if the provision of the forwarding service breaches the stipulations of General Forwarding Agreement, Forwarding Offer, Forwarding Order, these Terms and Conditions, principles of community life, good practice or the law. In the case of a refusal to provide a forwarding service in spite of accepting Forwarding Order, suspension of the forwarding service, refusal to continue the provision of the forwarding service or a change of the terms of the provision of the forwarding services Client shall pay Forwarder full remuneration and Additional Remuneration determined based on the prices and rates set out in Price List and Additional Price List applicable on the date of placing Forwarding Order.
5. From the collection of Consignment from Consignor, in line with the provisions of these Terms and Conditions, until handing it over to Consignee, in line with the provisions of these Terms and Conditions, Forwarder reserves the right to verify the actual condition of Consignment, also to compare the actual condition of Consignment with the information in General Forwarding Agreement, Forwarding Offer, Forwarding Order and the transport documents or ones accompanying Consignment. Forwarder's discovery of and non-compliance of the actual condition of Consignment and the information in General Forwarding Agreement, Forwarding Offer, Forwarding Order and the transport documents or ones accompanying Consignment shall be the basis for the refusal of the provision of a forwarding service in spite of the acceptance of Forwarding Order, suspension of the provision of a forwarding service, refusal to continue a forwarding service or change of the terms of the provision of a forwarding service, in part or entirely. In the case of a refusal to provide a forwarding service in spite of accepting Forwarding Order, suspension of the forwarding service, refusal to continue the provision of the forwarding service or a change of the terms of the provision of the forwarding services Client shall pay Forwarder full remuneration and Additional Remuneration determined based on the prices and rates set out in Price List and Additional Price List applicable on the date of placing Forwarding Order.
6. In the case of non-compliance of the contents of Forwarding Order and Domestic Consignment Note or CMR International Consignment Note, Forwarder shall provide the forwarding services in line with the provisions of Forwarding Order.
7. Forwarder, while providing a forwarding service, shall not be obliged to inform Client of the discovered noncompliance of the information provided in the contents of Forwarding Order, Domestic Consignment Note or CMR International Consignment Note and the facts. Upon Client's request Forwarder shall provide a document with information on the discovered non-compliance of the contents of Forwarding Order, Domestic Consignment Note or CMR International Consignment Note and the facts.
8. If upon the acceptance of Forwarding Order Client cancels it Forwarder shall retain the right to full remuneration.
9. Forwarder provides Additional Services if it results expressly from the provisions of Forwarding Order.
10. Forwarder, as part of EURO EPAL Palette Return Service, determines the palette balance, i.e. determines the number of the sent and returned EURO EPAL palettes if it expressly results from the provisions of Forwarding Order.
11. Forwarder shall determine the pallet balance on a monthly basis. The minimum number of EURO EPAL Pallets that may be the subject of the EURO EPAL Pallet Return forwarding service is 15 items, provided that EURO EPAL Pallets may come from different Consignees, but the place of return must be the same for all pallets covered by the EURO EPAL Pallet Return forwarding service.
12. When determining the pallet balance as part of the EURO EPAL Palette Return Service, Forwarder shall not include disposable, industrial and damaged pallets, as well as EURO EPAL Pallets not returned by Consignees, declassified by Consignees or Forwarder in connection with the elimination of used EURO EPAL Pallets. Then, the pallet balance determined in this way shall be additionally reduced by 5% of the total number of shipped pallets covered by EURO EPAL Palette Return Service in a given month by Forwarder due to the need to eliminate used EURO EPAL Pallets from trading (so-called natural wear and tear or depreciation).



13. Within 7 days of receipt of the pallet balance determined as part of EURO EPAL Palette Return Service, Client may raise objections regarding the pallet balance determined by Forwarder.
14. Forwarder, as part of EURO EPAL Palette Return Service, does not verify the type of pallets on which Consignment is sent if the condition of the pallet allows for the provision of the forwarding service in line with the contents of Forwarding Order.
15. Consignment packaging must prevent the replacement or exchange of EURO EPAL Palette without visible damage of the packaging.
16. The provision the Consignment value in the contents of Forwarding Order, Domestic Consignment Note or CMR International Consignment Note or otherwise is not tantamount to the declaration of Consignment value or ordering 'Cargo' Insurance Arrangement if Client does not pay Additional Remuneration to Forwarder.
17. The provision the Consignment value in the contents of Forwarding Order, Domestic Consignment Note or CMR International Consignment Note or otherwise is not tantamount to the declaration of Consignment value or the amount of the special interest within the meaning of Article 24 of the Convention on the Contract for the International Carriage of Goods by Road (CMR) if Client does not pay Additional Remuneration to Forwarder.
18. In the case of non-compliance of the Consignment value declared for the needs of 'Cargo' Insurance Arrangement forwarding service and the actual value of Consignment as evidenced while adjusting the claim, the compensation amount shall be determined on the basis of the actual evidenced value if the declared value is higher than the evidenced actual value, and if the declared value is lower than the actual evidenced value while adjusting the claim, the compensation amount is determined on the basis of the declared value.
19. If Consignee, regardless of the reason, refuses to collect Consignment or Client decides to return it to Consignor, or Client, while a forwarding service is being provided, indicates another Consignment delivery place, Client shall pay Forwarder full remuneration and Additional Remuneration determined based on the prices and rates set out in Price List and Additional Price List applicable on the date of placing Forwarding Order.
20. If Forwarder for the appropriate provision of the forwarding services or providing protection for Consignment is forced to store Consignment in Forwarder's warehouse, regardless of the reason, Client shall pay Forwarder Additional Remuneration, based on the prices and rates set out in Additional Price List for the storage of Consignment from the moment of accepting it at Forwarder's warehouse until its release to Client or a third party designated by Client.
21. Upon the lapse of 30 days of ineffective delivery or Consignee's refusal to accept Consignment, or Consignor's refusal to accept return, in the absence of Client's instructions with respect to further actions to be taken with Consignment Forwarder has the right to liquidate Consignment in a manner selected by him.
22. Client shall pay Forwarder Additional Remuneration determined based on the prices and rates set out in the Additional Services Price List for the storage of Consignment from the moment of accepting it at Forwarder's warehouse until its liquidation, and the Consignment liquidation costs.
23. If Consignee refuses to accept Consignment, regardless of the reason, Forwarder may unload it at Client's cost and risk if Client does not give Forwarder instructions with respect to further actions to be taken with Consignment before it is unloaded.
24. Upon the payment of the compensation for the damage to Consignment Forwarder shall take over the ownership title to the goods being Consignment contents unless the goods should be disposed of, constitute waste within the meaning of the Waste Management Act of 14 December 2012, or Forwarder and Client determine otherwise.

Special terms of the provision of Collection Service

§ 8

1. Client undertakes that Consignee shall give Forwarder's carrier the exact amount without the need to give change.
2. If Consignee does not give or does not give the exact collection amount in cash or offers to pay in another way, in particular by debit card, credit card or by contactless payment, Forwarder reserves the right to refuse to release Consignment to Consignee, and Client undertakes to pay the remuneration and Additional Remuneration for the provision of the forwarding service consisting in the return of Consignment to Consignor. At the same time Forwarder retains the right to remuneration for Collection Service.
3. If Consignee refuses to accept the entire Consignment and Consignee refuses to give the entire collection amount in cash, Forwarder reserves the right to refuse to release the entire Consignment to Consignee, and Client undertakes to pay the remuneration and Additional Remuneration for the provision of the forwarding service consisting in the return of Consignment to Consignor. At the same time Forwarder retains the right to remuneration for Collection Service.
4. Client may give up Collection Service after the commencement or change the collection amount of the forwarding service, however only at a time which allows Forwarder to cancel it or change the collection amount. Client must inform Forwarder of giving up Collection Service or change of the collection amount in written, documentary or electronic form or via e-mail sent to the e-mail address of Forwarder's Contact Person.
5. Giving up Collection Service does not release Client from the obligation to pay remuneration for Collection Service.



6. Forwarder's liability for the collection amount commences at the moment of Forwarder's confirmation of the collection of the collection service until debiting the collection amount from Forwarder's account for the provision of Collection Service.

Forwarding Services Valuation

§ 9

1. Forwarder's remuneration and Additional Remuneration are determined based on the prices and rates set out in Standard Price List and Standard Additional Services Price List, in the scope not determined individually by Client and Forwarder in Individual Price List and Individual Additional Services Price List, constituting an integral element of General Forwarding Agreement or Forwarding Offer applicable on the date of placing Forwarding Order.
2. Consignment weight, for the purposes of calculating Forwarder's remuneration and Additional Remuneration is determined based on the higher of Consignment actual weight or Conversion Weight.
3. Consignment Conversion Weight is determined based on Conversion Weight ratio applied by Forwarder and the LDM number.
4. The conversion factors applied by Forwarder are set out in Price List and Additional Services Price List.
5. If the forwarding services specified in Forwarding Order exceed the limits declared in Forwarding Order, in particular the parameters concerning the weight, dimensions, value or properties of Consignment, or the forwarding services specified in Forwarding Order should be classified as a different forwarding service specified in Price List or Additional Services Price List, Client shall pay Forwarder full remuneration and Additional Remuneration determined based on the prices and rates for the actually provided forwarding service as per Price List and Additional Services Price List applicable on the date of placing Forwarding Order.
6. If Individual Price List and Individual Additional Services Price List is determined in General Forwarding Agreement or Forwarding Offer but Client orders forwarding services not covered by Individual Price List and Individual Additional Services Price List, Client shall pay Forwarder the full remuneration and Additional Remuneration determined based on Standard Price List or Standard Additional Services Price List applicable on the date of placing Forwarding Order.
7. Client shall pay Forwarder full remuneration and Additional Remuneration determined based on the prices and rates set out in Price List and Additional Services Price List applicable on the date of placing Forwarding Order, in particular in case of:
 - 1) giving additional instructions with respect to Consignment;
 - 2) changing the contents of Forwarding Order;
 - 3) cancellation of Forwarding Order by Client or Forwarder for reasons attributable to Client;
 - 4) lack of the possibility to provide forwarding services for reasons attributable to Client, Consignor, Consignee or a third party.
8. The prices and rates for Basic Services set out in Price List do not include the road toll and fuel surcharge. Forwarder shall add the applicable fuel surcharge and road toll to Forwarder's remuneration with respect to Basic Services. Forwarder may not increase or reduce the fuel surcharge or road toll. The current fuel surcharge and road toll rates are available on www.geis.pl. The fuel surcharge and road toll rates are updated on a monthly basis due to the fluctuations of fuel prices and the tolls for the provision of transport services on roads subject to electronic payment collection and toll roads.
9. All prices and rates specified in Price List or Additional Services Price List, and in particular in the Individual Price List or the Individual Additional Services Price List by the Indexation Index shall change automatically on March 1st of each calendar year, starting from 2023, and shall not require a change in General Forwarding Agreement or Forwarding Offer.

Forwarder's Remuneration

§ 10

1. Forwarder shall receive remuneration and Additional Remuneration for the provision of forwarding services based on the issued VAT invoices. Remuneration and Additional Remuneration due to Forwarder shall be determined in line with Price List and Additional Services Price List applicable on the date of placing Forwarding Order.
2. Forwarder shall issue VAT invoices for the provided forwarding services:
 - 1) upon their completion;
 - 2) in settlement periods from the 1st to 15th day of a calendar month, and from the 16th to the last day of a given calendar month;
 - 3) in monthly settlement periods.
3. Client shall pay the remuneration and Additional Remuneration in no longer than 14 days from the issue of a VAT invoice.
4. Client gives his consent to receiving VAT invoices by electronic means, sent to the E-mail address of Client's Contact Person or to other E-mail address designated by Client.



5. Client shall make payments of the remuneration and Additional Remuneration due to Forwarder by crediting Forwarder's account indicated in the VAT invoice.
6. All the prices and rates set out in Price List and Additional Services Price List do not include the goods and services tax (VAT). Forwarder shall add the goods and services tax (VAT) to his remuneration in line with the applicable rate.
7. The conversion of the prices or rates determined in a foreign currencies into Polish zloty (PLN) shall be effected based on the average exchange rate of the foreign currency announced by the National Bank of Poland on the date preceding the unloading or the exchange rate determined by Client and Forwarder.
8. Apart from the remuneration and Additional Remuneration Client shall reimburse Forwarder for any unexpected but reasonable expenses and costs incurred in connection with the due provision of the forwarding services.
9. Forwarder is not obliged to collect the transport documents, documents accompanying Consignment and attach them to a VAT invoice. The actions indicated in the previous sentence may be performed by Forwarder if it results directly from the provisions of Forwarding Order and subject to remuneration set out in the current Price List and Additional Services Price List.
10. Client shall not make any set-offs without Forwarder's written consent. Forwarder reserves the right to set off any due and payable amounts arising from the provided forwarding services against the due amounts resulting from the obligation to return the collection amounts without the need to file an additional declaration of will with this respect.
11. Without Forwarder's prior written consent Client may not assign to a third party any amount due from Forwarder.
12. The date of the payment of the remuneration, Additional Remuneration, expenses, costs or other amounts due arising in the performance of Forwarding Order or arising in connection with the performance of Forwarding Order, statutory interest for delay in commercial transactions and the recovery costs is the date of crediting the full amount of the remuneration, Additional Remuneration, expenses, costs or other amounts due arising in the performance of Forwarding Order or arising in connection with the performance of Forwarding Order, statutory interest for delay in commercial transactions to Forwarder's bank account designated in the VAT invoice or accounting note.
13. To secure claims for the remuneration, Additional Remuneration, reimbursement of expenses, costs or other amounts due arising in the performance of Forwarding Order or arising in connection with the performance of Forwarding Order and to secure such claims due to the former forwarders and carriers Forwarder shall have lien on Consignment until Consignment is in his hands or until it is in the hands of a person controlling it on his behalf, or until he may dispose of it with documents. All the costs relative to the lien shall be incurred by Client.
14. Client shall verify the type, amount and time of the forwarding services provided by Forwarder and the remuneration and Additional Remuneration due to him provided in each VAT invoice.
15. Within 30 days of receiving a VAT invoice Client may file reservations concerning the type, amount and time of the forwarding services provided by Forwarder or the remuneration and Additional Remuneration due for them provided in a VAT invoice.
16. Filing reservations referred to in section 15, does not suspend the obligation to pay remuneration, Additional Remuneration, reimbursement of expenses, costs or other receivables resulting from the execution of the Forwarding Order or arising in connection with the execution of the Forwarding Order.
17. If Client does not, within 30 days of receiving a VAT invoice, file any reservations concerning the type, quantity and time of the forwarding services provided by Forwarder or the remuneration and Additional Remuneration due for them provided in a VAT invoice, this means that Client does not question and waives his right to question in the future the type, quantity and time of the forwarding services provided by Forwarder or the remuneration and Additional Remuneration due for them.

Forwarder's Liability

§ 11

1. Forwarder shall be liable for Consignment from the moment of collecting Consignment from Consignor, in line with the provisions of these Terms and Conditions, until its release to Consignee, in line with the provisions of these Terms and Conditions.
2. For any loss in Consignment in the provision of a forwarding service of Domestic Groupage Consignment Distribution System, Domestic FTL Consignment Distribution System, Domestic LTL Consignment Distribution System Forwarder shall be liable up to the amount of the actual and direct loss suffered by Client, provided that:
 - 1) Forwarder's liability for loss in Consignment shall be limited to PLN 500 per Consignment if the Consignment value is not declared in Forwarding Order, which exhausts all Client's, Consignor's or Consignee's claims against Forwarder in this respect;
 - 2) Forwarder's liability for loss in Consignment, shall be limited to the lower of: the amount of the actual suffered loss or the declared value if the Consignment value is declared in Forwarding Order and Additional Remuneration set out in Price List and Additional Services Price List is paid, however the total compensation amount must not exceed PLN 50 000 per Consignment, which exhausts all Client's, Consignor's or Consignee's claims against Forwarder in this respect.
3. For any loss in Consignment in the provision of International Groupage Consignment Distribution System, International FTL Consignment Distribution System or International LTL Consignment Distribution System services

Forwarder shall be liable up to the amount of the actual and direct loss suffered by Client, provided that Forwarder's liability for the loss of Consignment is limited to 8.33 SDR for each kilogram of the missing gross mass, in line with the Consignment value at the place and time of its collection by Forwarder for the provision of forwarding services, provided that total compensation amount must not exceed PLN 50 000. With respect to other losses Forwarder shall be liable such as a carrier, pursuant to the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) of 19.05.1956.

4. Forwarder's liability for loss incurred as a result of a delay in the provision of forwarding services over two banking days shall be limited to the remuneration amount for the provision of a forwarding services which the delay relates to. Any loss other than in Consignment incurred as a result of delay must be duly evidenced.
5. The total amount of compensation for loss suffered as a result of delay in the provision of forwarding services and missing, loss or damage of Consignment in the provision of forwarding services must not exceed the amounts in clause 2 and 3.
6. In case of loss in Consignment incurred in the provision of forwarding services:
 - 1) the value of the loss is determined based on a document confirming the lower of the purchase value or manufacturing cost of the missing, lost or damaged goods being Consignment contents, i.e. accounting evidence confirming the purchase value or manufacturing cost of the missing, lost or damaged goods being Consignment contents, e.g. original VAT invoices or equivalent accounting documents showing the value of the missing, lost or damaged goods being Consignment contents;
 - 2) the scope of the loss shall be determined based on loss report, the specimen of which is Schedule 2 hereto, Domestic Consignment Note or CMR International Consignment Note made in line with the provisions of clause 7, including a description of the missing, lost or damaged goods being Consignment contents.
7. In case of loss in Consignment or loss incurred as a result of delay in the provision of a forwarding service Client guarantees that a relevant entry shall be made in the loss report Domestic Consignment Note or CMR International Consignment Note not later than upon the delivery of Consignment to Consignee in case of Basic Services, or not later than upon the release of Consignment from Forwarder's warehouse to an entity designated by Client, in case of the Warehousing Service forwarding service, otherwise Forwarder shall be exempt from the liability for loss incurred as a result of a delay in the provision of forwarding services, missing, loss or damage of Consignment in the provision of forwarding services. Within 7 days of the collection of Consignment by Consignee or releasing Consignment from Forwarder's warehouse to an entity designated by Client, Client may notify Forwarder of missing, loss or damage of Consignment which was not visible upon the collection of Consignment by Consignee. The loss report must include legible signatures and stamp of Forwarder's carrier and the person acting on behalf of Consignee in case of Basic Services, or a person acting on behalf of Forwarder and the carrier in case of the Warehousing Service forwarding service, otherwise Forwarder shall be exempt from the liability for missing, loss or damage of Consignment.
8. Apart from the compensation in clause 2 and 3 Client is entitled to compensation amounting to Forwarder's remuneration for the forwarding service:
 - 1) in full - in case of loss in the entire Consignment or total loss of value of Consignment;
 - 2) in proportion - in case of loss in part of Consignment or loss consisting in partial loss of Consignment value.
9. Forwarder shall not be liable for loss, costs, lost profit or other negative consequences, if:
 - 1) they arise due to reasons beyond Forwarder's control or circumstances not attributable to Forwarder;
 - 2) they arise due to reasons attributable to Client, Consignor, Consignee or a third party in breach of the provisions of General Forwarding Agreement, Forwarding Offer, Forwarding Order, these Terms and Conditions, legal regulations, principles of community life or good practice;
 - 3) they arise due to Force Majeure;
 - 4) they arise as a result of placing Forwarding Order in breach of General Forwarding Agreement, Forwarding Offer, Forwarding Order, Terms and Conditions, legal regulations, principles of community life or good practice;
 - 5) they arise as a result of placing Forwarding Order concerning services or Consignment contents which are excluded from the scope of the forwarding services provided by Forwarder or require prior confirmation of the possibility of providing them, or are not covered by the provisions of General Forwarding Agreement or Forwarding Offer;
 - 6) they arise as a result of incorrect determination of Consignment properties, size or weight in the contents of Forwarding Order;
 - 7) they arise due to reasons in Consignment contents or its properties;
 - 8) they arise as a result of incorrect determination of palette or other medium type or size in Forwarding Order;
 - 9) they arise as a result of Consignment faulty condition;
 - 10) they arise as a result of the failure to provide Forwarder with the relevant information or documents necessary to appropriate and legal provision of forwarding services, or providing Forwarder with erroneous, insufficient or incorrect information or documents necessary to appropriate and legal provision of forwarding services;

- 11) they arise as a result of Forwarder's non-acceptance of Forwarding Order, if Forwarder immediately notifies Client thereof;
 - 12) they arise as a result of inappropriate, incomplete or non-due protection of Consignment, insufficient for its multiple transport, loading, unloading, also with the use of a sorter, handling or storage;
 - 13) they arise as a result of inappropriate, incomplete or non-due protection of Consignment in the cargo space of Forwarder's carrier's vehicle;
 - 14) they arise as a result of the use of Consignment packaging which is not appropriate for Consignment contents properties and the terms of the provision of forwarding services resulting from the provisions of General Forwarding Agreement, Forwarding Offer, Terms and Conditions or Forwarding Order, and the manner of providing forwarding services by Forwarder;
 - 15) they arise as a result of protecting or using packaging for Consignment which does not meet the requirements set out in General Forwarding Agreement, Forwarding Offer, Terms and Conditions, Forwarding Order, in accordance with the packing instructions on www.geis.pl or legal regulations;
 - 16) they arise as a result of the contents included or added to documents which are returned to Client as part of the Return of Confirmed Documents forwarding service;
 - 17) they arise as a result of orders, instructions or guidelines given to Forwarder by Client in the course of providing forwarding services or as a result of Client's failure to provide orders, instructions or guidelines if they are requested by Forwarder;
 - 18) they arise as a result of delay in the provision of forwarding services which does not exceed two banking days;
 - 19) they arise as a result of Consignment delivery in keeping with the date of the completion of the forwarding service, but not at the time or within the time range determined by Client or a third party;
 - 20) they arise as a result of Consignment delivery confirmation with an electronic device with a scanner or a mobile application which records the image of signature and lack of a written document confirming the fact and circumstances of Consignment delivery;
 - 21) Consignment protection or packaging made hinders or prevents the verification of Consignment condition upon its collection for the provision of forwarding services;
 - 22) Consignment at the moment of its delivery to Consignee or release from Forwarder's warehouse has no external traces of tampering, or it cannot be ascertained that it was missing, lost or damaged at the moment of Consignment delivery to Consignee or release from Forwarder's warehouse;
 - 23) Forwarder could not have prevented them in spite of exercising due care;
 - 24) Forwarder is not at fault in choosing subcontractors;
 - 25) Consignee takes Consignment over with no reservations;
 - 26) they arise as a result of Forwarder's elimination of worn pallets at 5% of the total number of Consignments shipped by Client in a given month (so-called natural wear and tear or depreciation);
 - 27) Consignor does not commence loading immediately upon the provision of Forwarder's carrier's vehicle, or Consignee does not commence unloading immediately upon the provision of Forwarder's carrier's vehicle;
 - 28) they arise as a result of Client's offering forwarding services provided by Forwarder to third parties without Forwarder's express consent;
 - 29) they arise as a result of transferring the collection amount to Forwarder's inappropriate account or to an account which does not belong to Forwarder;
 - 30) they arise as a result of providing a wrong collection amount in the contents of Forwarding Order;
 - 31) they arise as a result of Consignee's refusal to give the collection amount to Forwarder's carrier;
 - 32) they arise as a result of Client's refusal to provide Collection Service;
 - 33) they arise as a result of Consignment disposal in line with the provisions of these Terms and Conditions or legal regulations;
 - 34) if the damaged goods are disposed of before the end of the claim procedure.
10. Client waives his claims against Forwarder resulting from loss in Consignment above the amount:
 - 1) of PLN 500, if Client does not declare Consignment value in Forwarding Order;
 - 2) declared in Forwarding Order if the actual value of Consignment exceeds the value declared in Forwarding Order;
 - 3) of PLN 50 000, even if Client declares a higher Consignment value in Forwarding Order; subject to clause 11.
 11. In the provision of International Groupage Consignment Distribution System, International FTL Consignment Distribution System or International LTL Consignment Distribution System services Client waives his claims against Forwarder resulting from loss in Consignment in excess of the lower of: the amount equivalent of 8.33 SDR for each kilogram of the missing gross, as per the Consignment value at the place and time of its collection by Forwarder for the provision of forwarding services, or PLN 50 000.



12. If Client does not know Consignment value or cannot estimate it he is obliged to declare Consignment value in the amount of PLN 50 000, otherwise Forwarder shall be exempt from the liability for loss in Consignment in excess of the amounts set out in clause 2 and 3 respectively.
13. Client waives his claims against Forwarder resulting from loss arising due to a delay in the provision of forwarding services in excess of the remuneration for the provision of the forwarding service which is delayed.

Claims

§ 12

1. In order to claim damages for failure to perform or inappropriate performance of forwarding services Client must lodge with Forwarder a claim in written, documentary or electronic form. A claim in the written form should be lodged at Forwarder's office at the address indicated in the Register of Entrepreneurs, with 'Dział Reklamacji' annotation. A claim in documentary or electronic form should be sent to the following address: reklamacje@geis.pl, entering the number of the shipment or bill of lading in the subject line.
2. A claim should be lodged not later than:
 - 1) within 14 days of Consignment acceptance by Consignee if the loss consists in Consignment depletion or damage;
 - 2) within 21 days from the moment on which the delivery was scheduled if the loss consists in a delay of the provision of a forwarding service;
 - 3) within 30 days of the date of recognizing Consignment as missing, if the claim concerns missing Consignment.
3. The claim should include in particular:
 - 1) the name of the claiming entity, its address and contact details;
 - 2) claim grounds and substantiation;
 - 3) claim object;
 - 4) Consignment identification number designated by Forwarder, if it is designated to Consignment;
 - 5) claim amount;
 - 6) gross weight of entire Consignment or its part, if the loss in Consignment results from depletion or damage;
 - 7) beneficiary's account number to which the compensation amount is to be transferred;
 - 8) signature of the claiming entity.
4. The following documents should in particular be attached to the claim:
 - 1) a copy of Domestic Consignment Note or CMR International Consignment Note, if issued;
 - 2) a copy of a document confirming the value of the lost, missing or damaged goods being the subject of Consignment, i.e. confirming the purchase or production prices of the lost, missing or damaged goods being the subject of Consignment without a margin or other surcharges or the purchase price of the lost, missing or damaged goods, if it is lower than the purchase or production price without margin or other surcharges, in particular original invoices or equivalent accounting documents showing the value of lost, missing or damaged goods being the subject of Consignment without margin or other surcharges;
 - 3) loss report, whose specimen constitutes Schedule 2 to these Terms and Conditions;
 - 4) claim report form, whose specimen constitutes Schedule 3 to these Terms and Conditions;
 - 5) photographs with the date and hour of taking confirming the fact of the loss occurrence and its scope.
5. If the claimant attaches an invoice or other equivalent accounting document to the complaint, indicating that the purchase price of the lost, missing or damaged goods is lower than the purchase or production price without a margin or other surcharges, he is also obliged to submit an invoice or other equivalent accounting document to the complaint, containing the purchase or production prices of lost, missing or damaged goods being the subject of Consignment without a margin or other surcharges.
6. Forwarder may also request that Client provides handover documents (originals or copies certified as true to the original by an authorized entity) which are listed in clause 4 or additional documents, not listed in clause 4, if it is necessary for the appropriate completion of the claim procedure.
7. Documents in the electronic form should be attached to a claim lodged in documentary or electronic form.
8. Forwarder shall request Client to supplement an incomplete claim or attach additional documents, set out in clause 4 or 5, within 14 days of being served the request. Than the date of Forwarder's reception of the supplemented claim shall be deemed as the date of claim lodging.
9. In case of a failure to supplement the incomplete claim, provide documents set out in clause 4 and 5, or supplementing the deficiencies upon the lapse of the date set out in clause 7, the claims shall be left without examination, without the possibility of re-lodging.
10. Lodging a claim does not suspend the obligation to pay the remuneration, Additional Remuneration, reimbursement of expenses, costs or other amounts due resulting from the performance of Forwarding Order or arising in connection with the performance of Forwarding Order.

11. Until the completion of the claim procedure Client shall provide Forwarder or his insurer with the possibility of free-of-charge inspection of Consignment and preparing the relevant documentation in order to determine the actual scope of the loss and assess its actual value. If Forwarder fails to provide the possibility of Consignment inspection Forwarder shall be authorized to recognize the claim as unreasonable, without the possibility of relodging.
12. Forwarder shall examine the claim immediately.
13. The claim procedure shall be completed with Forwarder's decision acknowledging the claim in full or in part, or recognizing the claim as unreasonable.
14. If a claim is lodged with Forwarder in written, documentary or electronic form, Forwarder shall notify the claiming entity on the decision with respect to the claim in the same form as the claim was lodged with Forwarder, however, Forwarder may notify the claiming entity on the decision with respect to the claim in the written form even if the claiming entity lodged the claim in documentary or electronic form.
15. Forwarder reserves the right to hand the claim over to Forwarder's insurer, who shall liquidate the loss. The claim procedure may not be completed before Forwarder's insurer takes the final decision with respect to the liquidation of the loss which is the subject of the claim procedure. Forwarder shall inform the claiming entity of handing the claim over to the insurer.
16. Client undertakes to refrain from charging Forwarder with the compensation amount prior to the completion of the claim procedure and Forwarder's or his insurer's issuance of the decision.
17. If Forwarder or his insurer refuses to pay the compensation, Client retains the right to claim compensation at the court of law.
18. Forwarder shall leave the Claim unexamined if it does not meet the requirements stipulated in these Terms and Conditions.

Confidentiality

§ 13

1. Client shall:
 - 1) not disclose any technical, technological, economic, financial, commercial, legal, organizational information and other information concerning Forwarder, which is obtained during the cooperation of the Parties within the scope of the forwarding services provided by Forwarder, regardless of the form of providing such information and its source, hereinafter **'Confidential Information'**;
 - 2) use Confidential Information only if it is necessary for purposes closely related to the cooperation of the Parties within the scope of the forwarding services provided by Forwarder;
 - 3) take all necessary measures to ensure that none of the entities receiving Confidential Information discloses it in full or in part to third parties without obtaining Forwarder's prior express consent;
 - 4) disclose Confidential Information only to these Client's employees, sub-contractors, subsidiaries or other entities which Client uses, and for which disclosure of Confidential Information is reasonable and necessary;
 - 5) disclose Confidential Information to the entities set out in clause 4, which may be effected only in the necessary scope;
 - 6) not copy, duplicate or in any manner distribute Confidential Information or its part, except where it is necessary for purposes closely related to the cooperation of the Parties within the scope of the forwarding services provided by Forwarder.
2. Confidential Information is not information which:
 - 1) is publicly available or officially published not in breach of the provisions of these Terms and Conditions;
 - 2) is disclosed pursuant to the commonly applicable law;
 - 3) is disclosed as a result of a legally binding decision of a court or administration authorities, in the scope indicated in the decision.

Processing of personal data

§ 14

1. The provisions of this paragraph exhaust Forwarder's information obligations of resulting from Article 13 and 14 of the General Regulation on the Protection of Personal Data of April 26, 2016 (OJ L 2016, No. 119), hereinafter referred to as "GDPR".
2. Forwarder processes personal data in accordance with the GDPR, the Act of May 10, 2018 on the protection of personal data and the Act of July 18, 2002 on the provision of electronic services (i.e. Dz.U. of 2017, item 1219).
3. Forwarder processes personal data in written, documentary, electronic form, via e-mail or in the form of recordings of calls on Forwarder's hotline.



4. Forwarder has appointed a Personal Data Inspector who can be contacted by sending an e-mail to iod@geis.pl or by traditional mail to the address of Forwarder's registered office.
5. Forwarder takes special care to protect the rights and freedoms of data subjects, in particular ensures that these data are:
 - 1) processed lawfully, fairly and transparently;
 - 2) collected for specific, explicit and legitimate purposes and not further processed in a manner inconsistent with these purposes;
 - 3) processed on the basis of personal data processing agreements concluded with Client for the purpose and scope specified therein;
 - 4) adequate and necessary for the purposes for which they are processed;
 - 5) stored in a form enabling identification of the data subject for a period not longer than it is necessary to achieve the purposes for which they are processed;
 - 6) processed in a manner that ensures adequate security of personal data, including protection against unauthorized or unlawful processing and accidental loss, destruction or damage, using appropriate technical or organizational measures
6. As part of the security measures referred to in clause 5(6), Forwarder has implemented appropriate safeguards, in particular:
 - 1) control of access to IT systems, access only for authorized persons, while the effectiveness of the security measures applied to the GPortal application requires that Client does not disclose the login and password to third parties. It is also the responsibility of Client to ensure the correctness of the data provided by him during the submission of Forwarding Orders and updating them;
 - 2) installation of firewall security software;
 - 3) antivirus system;
 - 4) encrypted transmission during data transfer;
 - 5) lockable cabinets in locked rooms, accessible only to authorized persons.
7. Forwarder processes personal data for the following purposes and scope
 - 1) conclusion of General Forwarding Agreement or Forwarding Offer, and communication with Client in connection with the provision of forwarding services, in the case of which Forwarder is the personal data controller;
 - 2) performance of forwarding services provided, in particular communication with Consignor or Consignee in connection with the service provided, sending text messages or telephone contact informing Consignor or Consignee about the date of collection or delivery of Consignment, in the case of which Forwarder is the entity processing personal data entrusted to him by Client;
 - 3) responding to inquiries sent by e-mail or telephone to Forwarder's Customer Service Centre. Call recordings may also be processed in order to verify the quality of customer service by Forwarder's Customer Service Centre, in which case Forwarder is the personal data controller;
 - 4) the need to fulfil tax, legal and billing obligations;
 - 5) conducting complaint procedures;
 - 6) establishing, defending and pursuing claims, in particular for non-performance or improper performance of forwarding services or in the case of debt collection;
 - 7) conducting direct marketing of own products and researching the opinions, needs and satisfaction of Clients regarding the services provided by Forwarder, subject to the anonymity of the results of the conducted research. Sending commercial information by electronic means for direct marketing purposes requires Client's consent;
 - 8) quality assurance and process optimization;
 - 9) internal audit and control activities (including in particular verification of the quality of services, process effectiveness, fraud detection and prevention).
8. In connection with the performance of the services, Forwarder entrusts personal data contained in Forwarding Order to:
 - 1) Forwarder's carriers providing transport services;
 - 2) external debt collection companies, law firms;
 - 3) entities providing services in the field of hotline system operation, IT service;
 - 4) entities providing marketing services

However, in each case, the entrustment of personal data is based on an agreement to entrust the processing of personal data and prior verification of the candidate for the processing entity.

9. In connection with the provision of services, Forwarder may provide personal data contained in Forwarding Order to:
- 1) common courts and arbitration institutions as well as buyers of receivables, in the case of assignment of receivables to another entity;
 - 2) insurance companies;
 - 3) banks;
 - 4) competent public administration entities,

however, in each case, the provision of personal data is based on a legal obligation or a property confirmed by Forwarder entitling to receive such data.

10. Recipients of personal data may also be external entities acting under the authority of Forwarder in order to conduct audits at Forwarder's, ensure compliance with regulations and exercise ownership supervision.
11. Processing entities whose services are used by Forwarder may use the services of entities established outside the European Economic Area, i.e. in the so-called third countries. In this case, cooperation with such entities is based on an appropriate legal basis, in particular the decision of the European Commission stating the appropriate level of personal data protection for a given country.
12. Forwarder processes personal data in the following periods:
- 1) personal data indicated in General Forwarding Agreement or Forwarding Offer are processed for the duration of General Forwarding Agreement or Forwarding Offer, and after this period, for a period not longer than the period of limitation of claims arising from generally applicable law or accounting and tax settlements, to which Forwarder is obliged under applicable law, provided that personal data may be processed for the purposes of conducting potential proceedings before courts;
 - 2) personal data indicated in the inquiry in the e-mail for the period of handling and possible execution of the order, and after this period, for a period not longer than the period of limitation of claims, resulting from generally applicable law;
 - 3) recording of telephone calls to Forwarder's hotline for a period not longer than three months, subject to the possibility of extending this period in connection with potential court proceedings;
 - 4) resulting from the provisions of the tax and accounting law for financial and accounting documents;
 - 5) as necessary to conduct complaint procedures;
 - 6) establishing, defending and pursuing claims for a period not longer than the period of limitation of claims;
 - 7) personal data processed on the basis of consent, until an objection is raised;
 - 8) for other purposes, for the period specified in the law.
13. Rights of data subjects:
- 1) the right to access personal data and receive a copy thereof;
 - 2) the right to rectify (correct) personal data if they are incorrect or outdated, as well as the right to delete them, if the data processing does not take place for the above-mentioned purpose or in order to fulfil an obligation arising from the law;
 - 3) the right to limit or object to data processing;
 - 4) the right to lodge a complaint with the President of the Personal Data Protection Office (to the address of the Personal Data Protection Office, ul. Stawki 2, 00-193 Warszawa).

Dangerous Goods

§ 15

1. Forwarder provides forwarding services with respect to Dangerous Goods, pursuant to the provisions of these Terms and Conditions, subject to the stipulations of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) made in Geneva on 30.09.1957 with Annex A and B, and the law of 19 August 2011 on the carriage of dangerous goods.
2. Forwarder provides forwarding services with respect to Dangerous Goods only upon prior written confirmation of the commencement of their performance. Lack of confirmation of the commencement of forwarding services is tantamount to the refusal of providing the forwarding services which concern Dangerous Goods.
3. Forwarder does not provide forwarding services whose object are Dangerous Goods specified in Schedule 4 to these Terms and Conditions.



4. Forwarder provides forwarding services with respect to liquid Dangerous Goods in DPPL, i.e. large bulk containers IBC (Intermediate Bulk Container) exclusively under a separate Forwarding Agreement.
5. Client shall be fully liable for the preparation of Consignment for the provision of the forwarding services which is appropriate and compliant with these Terms and Conditions, the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) made in Geneva on 30.09.1957 with Annex A and B, and the law of 19 August 2011 on the carriage of dangerous goods, and in particular Client shall provide appropriate packaging and protection for the goods, i.e.:
 - 1) appropriate and admitted for the carriage of a given type of Dangerous Goods;
 - 2) with a valid use-by date;
 - 3) with the appropriate filling level;
 - 4) which do not fume;
 - 5) with certification labelling, as required by the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) made in Geneva on 30.09.1957, with Annex A and B;
 - 6) without leakage, damage, cracking, spills, evaporation, contamination with chemical substances.
6. Client shall also be fully liable for:
 - 1) failure to observe the ban on sending Dangerous Goods, set out in clause 4 and Schedule 4 to these Terms and Conditions;
 - 2) providing Forwarder's carrier with all the necessary information and transport documents and ones accompanying Consignment (safety instructions, certificates, special declarations, etc.);
 - 3) labelling Consignment with Consignment Note with ADR Annex on the same side of the packaging on which warning information is placed;
 - 4) the contents and completeness of the transport documentation accompanying Consignment, which includes at least the UN number, correct transport name of the Dangerous Goods, packaging group, transport restriction code and tunnels, if applicable, packaging type/name, number of packages, total weight or volume within a single UN number, and, if necessary, other information in line with the provisions of Part 5.4 of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) made in Geneva on 30.09.1957, with Annex A and B.
7. Non-provision of the above information, referred to in clause 6(4), in the transport documentation shall be deemed as Client's representation that Consignment does not contain Dangerous Goods.
8. In case of any damage to property, person or the natural environment caused by Dangerous Goods for reasons arising out of Client's breach of these Terms and Conditions, Client shall reimburse Forwarder for all his costs, in particular costs connected with:
 - 1) penalties imposed by public authorities;
 - 2) damage to other Consignments, means of transport, handling terminal;
 - 3) claims with respect to delayed delivery of other Consignments;
 - 4) environmental pollution;
 - 5) loss of human health or life;
 - 6) costs of the rescue action;
 - 7) disposal costs.
9. Forwarder may refuse to provide services with respect to Dangerous Goods, if Consignment at the moment of sending does not meet the requirements stipulated in these Terms and Conditions, General Forwarding Agreement, Forwarding Offer, Forwarding Order or the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) made in Geneva on 30.09.1957, with Annex A and B, and the law of 19 August 2011 on the carriage of dangerous goods, maintaining the right to remuneration.
10. Additionally, Forwarder may suspend further provision of forwarding services with respect to Dangerous Goods, if in the performance of these forwarding services it is discovered that Consignment does not meet the requirements stipulated in these Terms and Conditions, General Forwarding Agreement, Forwarding Offer, Forwarding Order or the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) made in Geneva on 30.09.1957, with Annex A and B, and the law of 19 August 2011 on the carriage of dangerous goods, maintaining the right to remuneration.
11. Should there arise any circumstances which may pose a threat to the safety of people, animals, property or the natural environment, Forwarder may suspend or stop the provision of the forwarding service. Forwarder shall immediately notify Client of the circumstances referred to in the previous sentence, and Client shall immediately give instructions with respect to further actions to be taken with Consignment. Client's failure to provide such information shall give Forwarder the powers to administer Consignment on his own, in line with the applicable law. Forwarder may continue the provision of the forwarding services upon the removal of the circumstances which may pose a threat to the safety of people, animals, property or the natural environment.
12. If the circumstances which may pose a threat to the safety of people, animals, property or the natural environment cannot be removed Client authorizes Forwarder to unload Dangerous Goods, render them

harmless or dispose of them, subject to the decisions of the public authorities or rescue services, at the expense and risk of Client.

13. In the contents of Forwarding Order Client shall provide the full names and telephone numbers of persons authorized to provide detailed information on the characteristics of Dangerous Goods.

Additional Provisions

§ 16

1. If General Forwarding Agreement does not provide otherwise, Forwarder may terminate General Forwarding Agreement with one week's notification period.
2. If Forwarding Offer does not provide otherwise, Forwarder may cancel Forwarding Offer with one week's notification period.
3. If Forwarding Offer or General Forwarding Agreement which are concluded for a specific period expire, but Client still places Forwarding Orders and Forwarder still accepts Forwarding Orders for performance, Client and Forwarder agree that the provision of the forwarding services shall be effected in line with the provisions of the expired Forwarding Offer or General Forwarding Agreement at the Terms and Conditions applicable on the date of the acceptance of a forwarding order for performance.
4. If Client whom Forwarder has given Forwarding Offer does not order any forwarding services with Forwarder for consecutive 30 days, Forwarder shall cancel the Forwarding Offer without notification period, or the Forwarding Offer expires if its contents provide a validity period. If Client with whom Forwarder has concluded General Forwarding Agreement does not order any forwarding services with Forwarder for consecutive 30 days, the General Forwarding Agreement shall terminate without notification period, or expires if it is concluded for a specific period.
5. If Client whom Forwarder has given Forwarding Offer materially or more than twice breaches the provisions of Terms and Conditions or General Forwarding Agreement, Forwarder shall cancel Forwarding Offer without notification period, or Forwarding Offer expires if its contents provide a validity period. If Client with whom Forwarder has concluded General Forwarding materially or more than twice breaches the provisions of these Terms and Conditions or General Forwarding Agreement, General Forwarding Agreement shall terminate without notification period, or expires if it is concluded for a specific period.
6. For matters unregulated in Terms and Conditions, General Forwarding Agreement, Forwarding Offer or Forwarding Order the commonly applicable legal regulations apply, in particular the law of 23 April 1964 Civil Code.
7. Forwarder accepts all the rights and obligations of the carrier, on terms stipulated in the Convention on the Contract for the International Carriage of Goods by Road (CMR) of 19.05.1956 if he provides international carriage services.
8. Client's placing a forwarding order on his own form does not exclude the application of Terms and Conditions, Standard Price List and Additional Services Price List. The stipulations of Terms and Conditions, Standard Price List and Additional Services Price List shall prevail over the stipulations of an order placed on Client's form.
9. In case of discrepancies between the stipulations of General Forwarding Agreement or Forwarding Offer and the stipulations of these Terms and Conditions, the stipulations of General Forwarding Agreement or Forwarding Offer shall prevail.
10. In case of any discrepancies between the stipulations of Standard Price List and Individual Price List, the stipulations of Individual Price List shall prevail.
11. In case of any discrepancies between the stipulations of Standard Additional Services Price List and Individual Additional Services Price List, the stipulations of Individual Additional Services Price List shall prevail.
12. Forwarder may provide forwarding services on terms other than stipulated in these Terms and Conditions only on the basis of General Forwarding Agreement, which must be concluded in writing as a result of negotiation, and precisely define the exclusions.
13. If any stipulation of General Forwarding Agreement, Forwarding Offer or Forwarding Order is held invalid, other provisions of General Forwarding Agreement, Forwarding Offer or Forwarding Order shall continue in full force and effect, and the invalid stipulations shall be replaced with the relevant stipulations of these Terms and Conditions.
14. If any stipulation of Terms and Conditions is held invalid, other stipulations of these Terms and Conditions shall continue in full force and effect, and the invalid provisions shall be replaced with the relevant stipulations of commonly applicable law.
15. Any disputes arising out of Forwarder's provision of forwarding services on behalf and for the benefit of Client, or the concluded General Forwarding Agreement, Forwarding Offer or Forwarding Order shall be settled by the Regional Court [Sąd Rejonowy] for the capital city of Warsaw, or a court of a higher instance competent for the jurisdiction of the indicated court.

16. Forwarder reserves the right to amend these Terms and Conditions, Price List and Additional Services Price List. An amendment of these Terms and Conditions, Price List and Additional Services Price List shall not constitute an amendment of General Forwarding Agreement or Forwarding Offer, and does not require Client's consent.
17. Forwarder shall notify Client of an amendment to these Terms and Conditions by placing a communication on the amendment to these Terms and Conditions at least 14 days prior to the effective date of the amended Terms and Conditions on www.geis.pl website or on the logging website of GPortal web application. The amended Terms and Conditions shall be available on www.geis.pl website at least 14 days prior to their effective date in such a manner that Client will be able to store and retrieve the amended Terms and Conditions in the normal course of actions.
18. Forwarder shall notify Client of an amendment to Standard Price List or Standard Additional Services Price List by placing an announcement on an amendment to Standard Price List or Standard Additional Services Price List on www.geis.pl website or on the logging website of GPortal web application at least 14 days prior to the effective date of the amended Standard Price List or Standard Additional Services Price List in such a manner that Client will be able to store and retrieve the amended Standard Price List or Standard Additional Services Price List in the normal course of actions.
19. Forwarder shall notify Client of an amendment to Individual Price List or Individual Additional Services Price List at least 14 days prior to the effective date of the amended Individual Price List or Individual Additional Services Price List. The amended Individual Price List or Individual Additional Services Price List shall be sent by Forwarder in electronic form to the E-mail address of Client's Contact Person, at least 14 days prior to their effective date in such a manner that Client will be able to store and retrieve the amended Individual Price List or the amended Individual Additional Services Price List in the normal course of actions.
20. Forwarder shall not be obliged to notify Client of an amendment to these Terms and Conditions, Standard Price List, Standard Additional Services Price List if the amendment to the Terms and Conditions, Standard Price List, Standard Additional Services Price List concerns exclusively Forwarder's registration details or is the result of an inaccuracy, typographical or calculation errors, or other obvious errors.
21. If Client does not accept the amendment to Terms and Conditions, Price List or Additional Services Price List, he may terminate General Forwarding Agreement with a 14-day notification period within 14 days of the effective date of the amended Terms and Conditions, Standard Price List or Standard Additional Services Price List.
22. The date of serving a letter containing Forwarder's declaration shall be the date of serving the same upon the Client. If Client does not collect a letter containing Forwarder's declaration sent to the address given to Forwarder or to the address given in the relevant business register within 14 days of the first service attempt (leaving an advice note), Forwarder and Client agree that the letter has been served upon the lapse of such time. If Client refuses to collect a letter containing Forwarder's declaration of will, Forwarder and Client agree that the letter has been served on the date of the refusal to collect it.
23. If General Forwarding Agreement has been concluded in written, documentary or electronic form, Forwarder or Client may terminate such General Forwarding Agreement by lodging the relevant declaration of will in the same form as General Forwarding Agreement was concluded, however, Forwarder or Client may terminate General Forwarding Agreement by lodging the relevant declaration of will in written form, even if General Forwarding Agreement was concluded in documentary or electronic form.
24. If Client's declaration on the acceptance of Forwarding Offer has been lodged with Forwarder in written, documentary or electronic form, Forwarder shall cancel Forwarding Offer in the same form as Client lodged the declaration on its acceptance, however, Forwarder may cancel Forwarding Offer in written form, even if Client accepted Forwarding Offer in documentary or electronic form.
25. The Terms and Conditions have been drawn up in Polish and English language versions. In the event of discrepancies between the two language versions, the Polish language version shall prevail.
26. All Schedules to Terms and Conditions constitute its integral part.
27. List of Schedules to Terms and Conditions:
 - 1) Forwarding Order form templates;
 - 2) Loss Report template;
 - 3) Claim Report template;
 - 4) List of Dangerous Goods excluded from the scope of forwarding services.
28. These Terms and Conditions shall become effective as of April 3rd, 2023.