

Terms and Conditions for the Provision of International Trade Services by **DPD Polska sp. z o.o.**



§ 1.

1. These terms and conditions for the provision of international services ("Terms and Conditions") set out the rules of cooperation between DPD Polska sp. z o.o., persons used by DPD Polska sp. z o.o. in the performance of services and its agents, hereinafter referred to as DPD, and customers, hereinafter referred to as the Ordering Party and Recipients of shipments, in the scope of shipping and delivery of shipments in international trade (forwarding services).

2. DPD provides international forwarding services in accordance with the Agreement, these Terms and Conditions, the Detailed Terms and Conditions of Service and the current Price Lists available at www.dpd.com.pl.

§ 2.

1. The scope of forwarding services provided by DPD to the Ordering Party, determined is for each shipment in the prepared forwarding list, and may include the following activities:

- organisation of the process of sending, receiving and delivering shipments;
- advice on transport conditions, route and means of transport selection, and prices;
- preparation of the shipment for transport (packaging, weighing, counting, labelling);
- delivery of the shipment to the point of transfer to the main means of transport;
- preparation of transport documents;
- concluding a transport contract with the carrier;
- insurance of the shipment for the duration of transport;
- collection of the shipment at its destination;
- storage of shipments;
- collecting payment for the delivered goods;
- settling accounts with the carrier for the service provided;
- taking action to obtain a refund of unduly collected sums for carriage and other unjustly collected amounts related to the performance of the transport;
- taking appropriate measures to secure the rights of the Principal in relation to the carrier and other forwarders in the event of damage during transport;
- notifying the Client of anticipated or existing obstacles to transport.

2. DPD may entrust the performance of activities commissioned by the Customer to third parties.

3. DPD provides the forwarding services specified above on its own behalf, but on account of the Customer. In particular, DPD, acting as an indirect agent, will conclude contracts with carriers transporting the shipment entrusted for forwarding services.

4. Term: "contract" means a forwarding contract, the proof of conclusion of which is the consignment note. The contract may also be performed on the basis of a permanent cooperation agreement.

5. The term "consignment" means one or more parcels sent at the same time from one place to one

Recipient specified by indicating the address and name/surname of the Recipient, on the basis of a single consignment note or other equivalent document.

6. The term "parcel" means an item or items placed in a single compact and secure package, constituting a single element of the shipment.

7. The term "Sender" means the Customer, if the Customer sends the shipment, or a natural person, legal person or organisational unit without legal personality that is not the Customer, authorised by the Customer to send the shipment.

8. DPD provides services for shipments with a value not exceeding PLN 1,000. The provision of services for shipments with a value exceeding PLN 1,000 (particularly valuable shipments) is possible only after the Ordering Party has fulfilled the additional conditions referred to in § 15(2) of the Regulations.

§ 3.

1. Unless the parties have agreed otherwise, proof of the conclusion of a contract for the provision of services is a consignment note or other equivalent document, also generated in electronic form, in particular a transfer protocol signed by the Sender and DPD, together with a label not requiring the signatures of the Sender and DPD, affixed to the Shipment, drawn up in accordance with the standards applied by DPD (referred to in these Terms and Conditions as the "waybill").

The consignment note should contain at least:

- the Sender's identification by indicating their first and last name and address/full name, registered office, REGON number and NIP number (does not apply to natural persons);
 - the Customer's identification number (if assigned);
 - identification of the recipient of the shipment by indicating their first and last name/full name and full address or registered office of the recipient or pickup point;
 - identifying the items to be transported (type, quantity, weight, etc.);
 - place of collection of the shipment by DPD from the Sender;
 - place of delivery of the shipment;
- providing additional orders by indicating the shipping activities that DPD will be required to perform.

2. Placing an order for a service in accordance with section 1 above constitutes confirmation by the Ordering Party or Sender of the scope of the service, the accuracy of the declared data, as well as knowledge of these Regulations, the Detailed Terms and Conditions of Service and the Price Lists, which become binding on them upon placing the order.

3. The Sender shall receive a copy of the consignment note or other equivalent document confirming the order of the service.

§ 4.

1. After the conclusion of the contract, the shipment is collected from the Sender and delivered in accordance with the instructions contained in the consignment note.



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2. DPD undertakes to perform the ordered services in such a way that the shipment accepted for the purpose of performing the service can be delivered to the Recipient within the time limit specified in the Price List, unless the parties have agreed otherwise.

3. If the designated Recipient refuses to accept the shipment, it shall be returned to the Sender at the expense of the Ordering Party.

4. If delivery of the shipment within the time limit specified in paragraph 2 above is impossible for reasons other than those indicated in paragraph 3 above, DPD shall immediately inform the Customer of such circumstances, setting a deadline for the Customer to issue further orders and submit a statement regarding the coverage of costs related to the execution of such orders. If the Ordering Party fails to submit the relevant statements within the set deadline, the shipment will be returned to the Sender at the Ordering Party's expense.

5. DPD may use electronic devices to confirm the dispatch or delivery of a parcel. By ordering the service, the Ordering Party and the Sender acting on its behalf (who is not the Ordering Party) accept confirmation of dispatch or delivery consisting of the Sender or Recipient signing an electronic device that records an image of the signature. The signature of the Sender or Recipient on the electronic device is sufficient proof of shipment or delivery. The Ordering Party and the Sender who is not the Ordering Party shall accept a printout from the electronic device as proof of dispatch or delivery of the shipment and shall not raise any objections to such proof solely on the grounds that their signature or the signature of the Recipient of the shipment was obtained and stored in the form of an electronic device.

§ 5.

Subject to the second sentence of this paragraph, as long as the shipment is in the possession of DPD or as long as DPD can dispose of it by means of documents, DPD shall have a right of lien on it, in order to secure DPD's receivables, in particular DPD's remuneration and other costs, fees, expenses incurred in connection with the performance of the service, as well as any other receivables resulting from other services provided by DPD or third parties to the Customer. With regard to consumers, DPD exercises its right of lien in accordance with the generally applicable provisions of law.

§ 6.

1. The Sender is obliged to hand over the shipment to DPD in a condition that allows for its proper transport and delivery without loss or damage.

2. Shipments that require packaging due to their properties or contents must be handed over by the Sender in packaging that meets DPD requirements. Among other things, the packaging should:

- be closed and secured with an effective means, such as adhesive tape, seals or wax seals;
- be appropriately durable and leak-proof and in a manner

adequate to the contents secure the shipment;

- prevent access to the contents without leaving visible traces;
- be labelled, if required by the nature or contents of the parcel, with markings such as: "Caution! Glass", "Top/Bottom", "Do not turn over", etc.;
- be free of any security measures that could damage this or other shipments;
- meet the parameters specified in the Agreement and Price Lists.

3. The packaging and securing of the shipment is included in its weight.

4. If the Customer or Sender sends a shipment that is unpackaged or improperly packaged, DPD shall be entitled to package the shipment in an appropriate manner at the Customer's expense.

§ 7.

The Principal or the Sender acting on its behalf, who is not the Principal, guarantees that the contents of each shipment are correctly declared and described in the consignment note.

§ 8.

1. DPD shall refuse to accept a shipment for delivery or may withdraw from the service after concluding the contract if the Customer or the Sender, who is not the Customer, violates these Terms and Conditions, in particular:

- the shipment contains dangerous items or items that may cause harm to persons or property, including in particular: flammable, explosive or radioactive materials, corrosive or foul-smelling substances, weapons and ammunition;
- the shipment contains drugs or psychotropic substances, intoxicating substances and other psychoactive substances, including those commonly referred to as designer drugs, with the exception of items sent for scientific or medical purposes by institutions authorised to do so by law;
- the shipment contains tobacco or tobacco products, alcoholic beverages or other excise goods, foodstuffs whose transport is prohibited by law or requires the use of special means and equipment;
- the shipment contains live plants or animals;
- the shipment contains corpses, human or animal remains;
- the parcel has inscriptions or drawings on the packaging or in a visible part of the contents that violate legally protected interests;
- the shipment, due to its characteristics, makes it impossible to perform the forwarding service and carry out the transport using the available means and transport equipment;
- the shipment contains works of art, monuments, antiques, jewellery, precious stones and metals in any form or shape, currencies, negotiable securities, identification cards, certificates and any other negotiable assets, vouchers, payment cards, credit cards;
- the shipment contains tender documents;
- the shipment is in packaging that may soil or otherwise damage other shipments;
- the shipment is prohibited under the general provisions of law in force in Poland or in the countries where the service is provided, the above-mentioned provisions of law provide for restrictions

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in the transport of specific items or establish special conditions of transport;

- the shipment contains items listed on the website www.dpd.com.pl;
- the shipment is classified as dangerous material or goods, an item whose transport is prohibited or restricted by IATA, ICAO or public authorities;
- the shipment does not have a customs declaration, if required by customs regulations;
- the shipment does not have the documentation required by law;
- the shipment contains items excluded from transport in accordance with the "List of goods prohibited or subject to restrictions and limitations in international transport by DPD" published on the website www.dpd.com.pl;

2. The contents of shipments listed in section 1 above are items excluded from the provision of services.

3. The Ordering Party or the Sender acting on its behalf undertakes to provide DPD with all documents required by the relevant regulations to perform the service.

4. If, after accepting the shipment for the purpose of performing the service, a breach of the above provisions of section 1 by the Ordering Party or the Sender who is not the Ordering Party is found, the Ordering Party shall pay a financial penalty in the amount of five times the amount due to DPD for the service fee. DPD shall have the right to set off the claim for the above-mentioned financial penalty against the Customer's claim for non-performance or improper performance of the Agreement. In the event of the shipment of items referred to in paragraph 1 and their acceptance for shipment by DPD, DPD's liability for their transport shall be excluded. The provisions of this paragraph shall not apply to consumers.

5. Payment of the penalty referred to in paragraph 4 shall not deprive DPD of the right to claim compensation in excess of its amount on general terms.

§ 9.

1. Before accepting a shipment for forwarding, DPD may request the Sender to open it in order to verify whether the shipment corresponds to the declarations contained in the consignment note, in particular whether the declared value corresponds to the actual value and whether the shipment is not excluded from the services, and in order to check the security inside the packaging.

2. If, after accepting a shipment for forwarding, DPD suspects that the shipment is excluded from its services or does not meet other requirements specified in these Terms and Conditions or Price Lists, DPD shall have the right to verify the shipment and its contents after obtaining the Customer's consent in any form (in writing, by e-mail, fax, etc.). If the Customer refuses to give their consent or fails to respond, DPD shall have the right to refuse to perform the service. Regardless of this, DPD may secure the shipment at its own expense in a manner that ensures the safety of the service.

§ 10.

The Customer acknowledges that in circumstances justifying the presumption of action contrary to these Terms and Conditions, Price Lists or also act inconsistent with the applicable legal order, DPD shall immediately notify the competent authorities and detain and secure the shipment until it has been inspected by those authorities.

§ 11.

The Sender is obliged to include the address on the consignment note, which must be legible, without any traces of erasure or deletion, and in particular must include the postcode. DPD may exempt the Sender from this obligation on the basis of an explicit written statement.

§ 12.

Acceptance of a shipment by DPD for processing does not justify the assumption that its packaging and contents comply with the provisions of these Terms and Conditions and Price Lists.

§ 13.

DPD also has the right to refuse to perform the service in the event of:

- it is impossible to perform the service due to force majeure or a natural disaster;
- the Customer or the Sender acting on its behalf, who is not the Customer, has not provided DPD with the documents referred to in § 8(3), even though the laws applicable to forwarding and transport services require them to be provided;
- when there is a reasonable suspicion that the declaration of content, value, dimensions or weight does not correspond to the actual state of affairs;
- the Consignor has not secured the shipment properly;
- when the provision of the service would violate mandatory legal regulations.

§ 14.

1. The fee for the service and other activities related to its performance shall be determined in accordance with the currently applicable DPD Price Lists and shall be payable no later than at the time of dispatch, unless other arrangements between the parties, confirmed in writing, apply in this respect.

2. If the Ordering Party transfers the obligation to pay the fee for the forwarding service and other services related to its handling to the Recipient, the Ordering Party undertakes, in the event of refusal to pay by the Recipient, to settle all related fees.

3. Each Customer has the right to request information about the current Price List or the price of the shipping service.

4. Regardless of the payment of remuneration determined in accordance with paragraph 1 above, the Customer undertakes to reimburse DPD

DPD Polska sp. z o.o., ul. Mineralna 15, 02-274 Warsaw, www.dpd.com.pl, e-mail: dpd@dpd.com.pl, tel. 22 577 55 00, fax 22 577 55 50
The company is entered in the Register of Entrepreneurs of the District Court for the Capital City of Warsaw, 14th Commercial Division of the National Court Register, KRS No. 0000028368, NIP: 526-020-41-10, REGON: 012026421, share capital: PLN 228,604,000, Management Board: Rafał Nawłoka – President of the Management Board, Henryk Czyż – Vice-President of the Management Board, Maciej Głowacki – Member of the Management Board, Monika Kowalska – Member of the Management Board, Tomasz Szalewicz – Member of the Management Board, Marta Westrych-Andrzejczyk – Member of the Management Board, Łukasz Zembowicz – Member of the Management Board



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all expenses that DPD or a DPD subcontractor had to incur in order to properly perform the service, including any penalties incurred by DPD as a result of providing a forwarding service for items sent in violation of the declared contents of the Parcel, the transport of which is prohibited or restricted by law.

5. DPD issues an invoice for the services provided in cases and in accordance with the applicable legal provisions.

§ 15.

1. Each shipment is insured during the performance of the service under the terms and conditions set out in these Terms and Conditions, Price Lists and in the agreement concluded between DPD and the insurer.

An extract from this agreement is available at the DPD headquarters in Warsaw (02-274 Warsaw, ul. Mineralna 15) and on the website www.dpd.com.pl, and at the request of the Ordering Party, copies of the agreement extract are available for inspection at all DPD branches. By ordering a DPD service, the Customer confirms that they have read the terms and conditions of the insurance agreement and accept them as binding for the services provided.

2. If the service involves particularly valuable shipments, the Customer or the Sender acting on their behalf is obliged to declare their actual value in the consignment note, whereby a particularly valuable shipment is considered to be any item with a unit value exceeding PLN 1,000 or a shipment with a value exceeding this amount. The Customer is obliged to pay a fee for additional protection of particularly valuable shipments ("additional protection") to DPD on the basis of an invoice issued.

3. At the same time, as part of the additional protection fee, DPD provides insurance for the shipment up to the value specified on the consignment note. Such a shipment is covered by insurance from the moment the value of the shipment is declared on the consignment note, provided that the additional protection fee is paid by the Customer.

4. If the Ordering Party or the Sender acting on its behalf does not declare the value of the shipment as described above, it is assumed that the shipment is not a particularly valuable shipment, and in particular its actual and total value does not exceed PLN 1,000 under any circumstances. The provisions of this paragraph do not apply to Ordering Parties who are consumers within the meaning of Article 22⁽¹⁾ of the Civil Code in to the extent that they could violate their rights under generally applicable legal regulations.

5. If the Customer does not insure the shipment, DPD's liability is limited solely to liability for culpable loss, shortage or damage to the shipment, whereby this liability is limited to the actual value. DPD shall not be liable for non-performance or improper performance of the service, consisting in loss of benefits, profits or income, indirect damage and damage related to failure to collect the shipment, both in relation to

the Customer or third parties. With regard to consumers, the provisions of paragraph 5 shall not apply, but consumers shall be subject to generally applicable legal regulations regarding liability.

6. DPD's liability for delay in the performance of the service is limited to twice the service fee.

7. The provisions of paragraphs 2, 3, 4, 5 and 6 shall apply unless the Agreement between DPD and the Customer provides otherwise.

§ 16.

1. DPD shall not be liable for non-performance or improper performance of the service if DPD cannot be held at fault, in particular if:

a) the shipment was incorrectly addressed (e.g. error in the name, company name, street, number or town of the Recipient) or the address contains deletions;

b) the Recipient has changed their place of residence or registered office (in the case of a company);

c) the actual contents of the shipment do not match the contents declared at the time of shipment;

d) the weight of the shipment does not match the declared weight;

e) the cases specified in § 8(1) of these Terms and Conditions occur;

f) force majeure occurs, which is understood to mean events that could not have been foreseen by the parties at the time of conclusion of the Agreement and were caused by circumstances beyond their control (in particular low temperatures, fog, heavy snowfall, torrential rain, hailstorms, tornadoes, black ice, floods, earthquakes or other natural disasters, fires, administrative acts preventing or restricting the provision of services, riots, strikes and protests, acts of war);

g) the damage is caused by improper packaging of the shipment.

2. The service will be considered not performed if:

a) the shipment is lost for reasons attributable to DPD during the provision of the service;

b) the shipment is not delivered to the Recipient within 30 days of the expected date of service performance.

§ 17.

1. In the event of a delay in delivery, the Recipient must note this fact on the shipping list or other equivalent document in the presence of a DPD representative. The date and time of delivery and the reason for the delay (as stated by the DPD representative) must be provided. If the recipient refuses to accept the shipment, it will be returned to the sender at the expense of the customer.

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The company is entered in the Register of Entrepreneurs of the District Court for the Capital City of Warsaw, 14th Commercial Division of the National Court Register, KRS No. 0000028368, NIP: 526-020-41-10, REGON: 012026421, share capital: PLN 228,604,000, Management Board: Rafał Nawłoka – President of the Management Board, Henryk Czyż – Vice-President of the Management Board, Maciej Głowacki – Member of the Management Board, Monika Kowalska – Member of the Management Board, Tomasz Szalewicz – Member of the Management Board, Marta Westrych-Andrzejczyk – Member of the Management Board, Łukasz Zembowicz – Member of the Management Board



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2. A shipment that has not arrived at the destination indicated in the consignment note within 30 days of the expected date of service completion shall be considered lost.

3. Claims for improper performance of the service shall expire upon acceptance of the shipment without reservation. However, this does not apply to claims for invisible losses or damage to the shipment reported by the Recipient to DPD no later than 7 days after acceptance of the shipment.

§ 18.

1. All complaints related to the provision of shipping services are handled by DPD Headquarters.

2. The following entities are entitled to lodge complaints:

a) The Ordering Party;

b) The recipient, if the customer waives their right to pursue claims on their behalf; subject to point c);

c) The recipient who has the right to dispose of the shipment and is also a consumer.

3. All complaints regarding confirmed loss or damage, as well as those related to delays in delivery, should be submitted in writing within 30 (thirty) days of the date of receipt of the shipment, and in the event of non-performance of the service, from the date referred to in § 17(2). Within 14 days of the date of delivery of the request by DPD, the Complainant is obliged to provide all documents necessary to consider their complaint.

4. The right to pursue claims arising from the complaint shall be suspended until the Ordering Party has settled all amounts due, fees, costs and other expenses incurred by DPD in accordance with the conditions referred to in section 2 above.

5. Complaints submitted after the deadline, inaccurate or incomplete complaints, complaints supplemented after the deadline, or complaints submitted by an unauthorised person shall be treated as not submitted.

6. The complaint should include:

a) the name or first and last name and address of the Complainant;

b) title of the complaint;

c) amount of the claim;

d) documents justifying the claim in the amount reported;

e) a copy of the consignment note;

f) proof of payment of all fees and charges to DPD;

g) a list of attached documents;

h) a copy of the report drawn up at the request and in the presence of the Sender or Recipient by a DPD representative, in the case of complaints regarding loss or damage to the shipment;

i) the Complainant's signature;

j) a document proving authorisation if the complaint is submitted by the Complainant's representative.

7. After considering the complaint, DPD or the Insurer on behalf of DPD shall notify the Complainant in writing, within 30 days of receiving the complete complaint documentation, of the acceptance, partial acceptance or rejection of the complaint. In each of the above cases, the notification shall include:

a) a description of how the complaint will be handled, including the amount of compensation, if any, and the date and method of payment;

b) justification of the manner in which the complaint was handled, in the event that some or all of the Complainant's claims were not accepted.

8. The Client shall not be entitled to set off the amounts of the claim against current, past or future liabilities towards DPD.

9. Disputes arising from the contract and these Terms and Conditions shall be settled by the common courts competent for the registered office of DPD.

§ 19.

DPD shall be liable for carriers and further forwarders used in the performance of the contracted services, unless it is not at fault in the selection in accordance with Article 799 of the Act of 23 April 1964. - Civil Code (Journal of Laws of 18 May 1964, No. 16, item 93, as amended).

§ 20.

If, in accordance with the provisions of § 19 of these Terms and Conditions, the carrier or forwarding agent is liable for any shortage, loss, damage or other harm in connection with the performance of the service, DPD shall immediately transfer (assign) its rights and claims against those persons to the Customer.

§ 21.

The consumer-customer has the right to withdraw from the contract, if it was concluded outside the DPD premises or at a distance, within 14 days from the date of its conclusion, unless it has already been performed.

§ 22.

These Terms and Conditions do not apply to consumers to the extent that they could violate or limit their rights and consumer protection - established by generally applicable laws, including prohibited contractual clauses. In particular

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The provisions of § 8(4) and (5), § 12, § 18(4), § 18(5), § 18(6)(d), § 18(6)(f), § 18(6)(h), § 18(8) and 9 of these Regulations.

§ 23.

1. These Terms and Conditions are available at the Head Office and all DPD branches and are published on the website: www.dpd.com.pl. The Ordering Party and the Sender are required to read the Terms and Conditions before handing over the shipment to DPD.

2. These Regulations shall enter into force on 1 May 2019.