

**General Conditions of Contracting of the Cargo Transport Company Przedsiębiorstwo Przewozu
Towarów PKS Gdańsk-Oliwa S. A.
for Intermodal Transport Operators**

1. The present General Terms of Contracting (in the text as the „Terms” or „General Terms”) describe the rules of conclusion and performance of intermodal transport contracts, applicable in the relations between the Cargo Transport Company Przedsiębiorstwo Przewozu Towarów PKS Gdańsk-Oliwa S.A. with seat in Gdańsk, Poland. address Kołobrzaska 28, entered into the business register of the Polish National Court Register by the District Court of Gdańsk-Północ in Gdańsk, 7th Commercial Department of the Polish National Court Register under KRS no. 0000066693, NIP (tax id.) no.: 5841031823 (in the text as „PKS Gdańsk-Oliwa”) on the one hand, and the Intermodal Transport Operator (in the text as the „ITO”) contracted by PKS Gdańsk-Oliwa to perform domestic or international intermodal transport.
2. The commercial conditions, regulations, general conditions of service and other contract drafts of the ITO are not applicable to contracts concluded on the basis of the present Terms.
3. Issues not governed by the present General Terms are covered by provisions of generally applicable law, including in particular the Polish Transport Law of November 15th, 1984, the Convention on the Contract for the International Carriage of Goods by Road (CMR) of May 19th, 1956, the Polish rail transport act of March 28th, 2003, the Uniform Rules Concerning the Contract of International Carriage of Goods by Rail (CIM) constituting annex B to the Intergovernmental Organisation for International Carriage by Rail (COTIF) of May 9th, 1980, and the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading of August 25th, 1924, amended by protocols of February 23rd, 1968, and December 21st, 1979 (the Hague–Visby Rules).
4. For the present Terms, the following definitions are accepted:
 - (1) Intermodal Transport – the movement of a cargo unit with cargo with the use of at least of two different means of transport, including road, rail or sea.
 - (2) Intermodal Transport Operator (ITO) – entrepreneur dealing with the performance of intermodal transport.
 - (3) Terminal operations – necessary loading and unloading as well as storage of a cargo unit between one and another means of transport.
 - (4) Container – storage unit for repeated transport of goods, without the necessity of transshipment when changing the means of transport, equipped with devices enabling easy transport and transshipment, resistant to conditions of transport.
 - (5) Contract carrier – the entity concluding the carriage contract but not directly performing the carriage.

5. The ITO, when concluding an intermodal transport contract, obliges themselves to transport the indicated cargo unit with cargo (in particular in the form of a container, trailer or swap body) from the point of loading to the point of unloading.
6. The remuneration of the ITO is the freight cost agreed upon with PKS Gdańsk-Oliwa, covering all costs necessary to perform the intermodal transport.
7. Within the scope of the concluded contract, the ITO may make use of subcontractors, such as road, rail and sea carriers, however, they are responsible for their actions and omissions as for their own actions and omissions.
8. At the request of PKS Gdańsk-Oliwa, the ITO shall provide, at additional charge, cargo insurance of the goods for the duration of the intermodal transport.
9. The ITO states that they are responsible for damage emerging on the load provided by the sender for transport from the moment it is loaded on the first means of transport until unloading from the last means of transport, hence, over the entire period of intermodal transport covering all its stages.
10. The ITO bears responsibility on the basis of the intermodal transport contract in line with one of the following rules of responsibility
 - a) network rule – ITO responsibility rule that finds application when it can be concluded, at precisely what stage of intermodal transport the loss, damage or destruction of the cargo occurred; in such a case, ITO liability is based on the absolutely binding international convention or contract or on the basis of another absolutely binding legal act that is applicable for the particular intermodal transport stage, during which the event causing the damage or loss occurred; in case of loss, damage or destruction of the goods during road transport, the ITO bears responsibility as carrier/ contract carrier,
 - b) unified intermodal responsibility rule – ITO responsibility rule applicable when it cannot be concluded, at what stage of intermodal transport the loss, damage or destruction of the cargo occurred; in such a case, the ITO is liable as carrier/ contract carrier.
11. Damage arising due to terminal operations is considered to be caused during that type of transport that foresees the highest damage compensation limit.
12. The ITO should hold all required permits and documents and fulfil all requirements described by the provisions in force, including foreign legal provisions, in force on the intermodal transport route.
13. The ITO must possess a relevant third-party liability insurance with a guarantee sum per event not less than the value of the goods transported on the basis of a single order of

PKS Gdańsk-Oliwa or amounting to EUR 300,000.00 (EUR three hundred thousand) or equivalent in international and rail transport, if the value of the cargo for the order is not given. The insurance must cover liability for damage due to theft, including outside of attended parking lots, robbery and theft or robbery (as understood by the Polish Criminal Code).

14. The intermodal transport contract is deemed concluded the moment PKS Gdańsk-Oliwa receives the ITO confirmation of accepting the intermodal transport order for execution, e. g. by fax, post, e-mail, electronic communication system or in any other form, whereby the parties assume that lack of confirmation of the order within thirty minutes from its receipt by the ITO equals acceptance of the order without reservations.
15. The ITO is obliged to check whether the data provided in the order is correct, exhaustive and realistic, and if any errors or inconsistencies are found, the ITO is obliged to immediately notify PKS Gdańsk-Oliwa of this fact, under pain of the loss of the right to plead it in the future.
16. ITO cancellation of the intermodal transport order:
 - a) less than 24 hours before the planned transport commencement time – entitles PKS Gdańsk-Oliwa to charge a contractual penalty of 50% of the freight fee,
 - b) less than 12 hours before the planned transport commencement time – entitles PKS Gdańsk-Oliwa to charge a contractual penalty of 100% of the freight fee.
17. The ITO is obliged to notify PKS Gdańsk-Oliwa about the performance of the intermodal transport order, about all changes and obstacles that would interfere with it (using all available means of communication, including by phone or e-mail), to notify the Principal or persons appointed by them about the provision of the cargo to the recipient; they shall obtain from the recipient of the cargo a written confirmation of receipt of the cargo on the transport documents, covering in particular the first and last name as well as the signature and company stamp of the recipient; they draw up the documents required for the transport within the scope ordered by PKS Gdańsk-Oliwa, and they undertake actions against third parties as necessary for the timely acquisition of these documents.
18. The ITO is bound by the ban on direct contact with the sender, recipient, loader and unloader of the goods – meaning, circumventing PKS Gdańsk-Oliwa – under pain of a contractual penalty of EUR 20,000.00 (EUR twenty thousand).
19. The ITO is obliged to provide a means of transport for loading and unloading of the goods at the time, date and place set forth by PKS Gdańsk-Oliwa. Should this obligation be violated, PKS Gdańsk-Oliwa will be entitled to claim a contractual penalty from the ITO:

a) for a delay in the provision of the means of transport for loading or unloading, of EUR 200.00 (EUR two hundred);

b) for failure to provide the means of transport for loading, 100% of the agreed remuneration for the performance of the intermodal transport.

Irrespective of the above, PKS Gdańsk-Oliwa shall be entitled to claim from the ITO all amounts (including contractual penalties) that the relevant Principal of PKS Gdańsk-Oliwa charged due to delays in the provision of the means of transport for loading or unloading or due to failure to provide the means of transport.

20. Should the cargo be loaded to a cargo unit provided by the ITO, the ITO is obliged to clearly establish whether all cargo indicated in the intermodal transport order or the documents accompanying the cargo was loaded (bill of lading, outside release document, specifications, etc.), whether the cargo and the packaging are undamaged, and to enter to the bill of lading all indications of damage, loss, shortcomings or any other reservations. The ITO is additionally obliged to properly distribute and secure the cargo in the cargo unit so that secure transport is ensured, so that shifting of the cargo during transport is prevented and so that no parameters are exceeded that are in force along the carriage route and that arise from the technical data from the means of transport. Any inconsistencies must be immediately reported by the ITO to the forwarder ordering the transport. If it is found that any items indicated in the order contract are not loaded, PKS Gdańsk-Oliwa will be entitled to charge to the ITO with the contractual penalty of EUR 100.00 (EUR one hundred) for each missing item. In addition, the ITO will be obliged to reimburse PKS Gdańsk-Oliwa for the costs of contracting of transport of the missing items with another entity, unless the ITO will ensure transport of these items to their point of destination or to another location indicated by PKS Gdańsk-Oliwa pursuant to justified needs of the recipient of the goods within 48 hours of finding the lack of certain or all components of the cargo. Should the carrier accept the obligation to deliver the missing portions of cargo as part of repair measures described above, if the deadline of 48 hours is not met, PKS Gdańsk-Oliwa shall be entitled to charge the ITO with an additional contractual penalty of EUR 500.00 (EUR five hundred).

21. Should it be found that the ITO bears responsibility for damage to or losses in the cargo or for failure to perform other obligations pursuant to the intermodal transport order or the General Terms, be it due to their own actions or omissions or as a result of actions or omissions of persons for whom they are responsible, PKS Gdańsk-Oliwa is entitled to withhold payment of the agreed freight fee until the conclusion of the damage compensation proceedings by the insurance company or until the day of clarifications of disputed issues by the ITO.

22. Should it be impossible for the ITO to pick up the cargo at the time and place of loading indicated in the intermodal transport order for reasons, for which PKS Gdańsk-Oliwa or their contractors are responsible, then ITO shall be entitled to receive a contractual penalty amounting to EUR 50.00 (EUR fifty).

23. Obstacles independent of the ITO or any other person contracted by them (e. g. authority orders, natural disasters, strikes, etc. as well as others referred to as force majeure events) preventing the performance of all or some of the obligations of the ITO relieve them from responsibility for timely performance of the intermodal transport order for the duration of these obstacles. The emergence of these obstacles must, however, be immediately reported by the ITO to PKS Gdańsk-Oliwa under pain of the contractual penalty of EUR 100.00 (EUR one hundred).
24. The Parties determine that loading and unloading stop time shall be limited to four hours (not including statutory off days in the country of the relevant stop time). PKS Gdańsk-Oliwa is not responsible for wait times during loading and unloading, for which they or the relevant Principal are not responsible. The wait time must be reported by the ITO immediately in writing or orally to PKS Gdańsk-Oliwa. All wait times must be confirmed by a relevant stop card or sheet signed by the loading/ unloading entity. Upon confirmation that the wait time is not caused by the ITO, PKS Gdańsk-Oliwa shall confirm this in writing. The fee amounts for wait times must be agreed in writing, otherwise PKS Gdańsk-Oliwa shall not consider ITO claims for their payout.
25. All information of economic value acquired by the ITO in course of performance of intermodal transport contracts, in particular information concerning organisational, financial or commercial conditions included in contracts between PKS Gdańsk-Oliwa and the ITO are confidential in nature and may only be used by the ITO and entities for which they are responsible for the purpose of execution of orders contracted by PKS Gdańsk-Oliwa. The ITO will ensure strict confidentiality with respect to all such information over a period of three years from the performance of the last order, under pain of burdening by the contractual penalty of EUR 100,000.00 (EUR one hundred thousand) for each case of forbidden disclosure of confidential information.
26. After the performance of each intermodal transport, the ITO is obliged to deliver the transport documentation as indicated in the intermodal transport order (originals or scans of the documents). Should the order indicate a requirement of originals of the documents, these should be delivered within not more than ten days from the date of unloading for international intermodal transport, and not later than five days from the date of unloading for domestic Polish intermodal transports; if the order would indicate a requirement of document scans, then they should be delivered within 48 hours from the date of unloading. The complete set of documents includes documents required in transport within the scope ordered by PKS Gdańsk-Oliwa confirming the performance of intermodal transport (in particular – CMR, goods specifications, outside release documents, etc., confirmed by the recipient), with the reservation however that these documents must arrive at PKS PKS Gdańsk-Oliwa within the allotted time. For reasons of reporting obligations by PKS Gdańsk-Oliwa of transactions to the Polish Ministry of Finance, the ITO is obliged to deliver to PKS Gdańsk-Oliwa the indicated documents

adhering to the above-indicated conditions and deadlines. Should the ITO violate any of the obligations described above, a contractual penalty of EUR 50.00 (EUR fifty) shall be charged. The contractual penalty is charged separately for each case of violation. The payment deadline shall be counted from the date of receipt at PKS Gdańsk-Oliwa of the complete set of documents required in transport within the scope required by PKS Gdańsk-Oliwa in confirmation of the performance of the intermodal transport.

27. Should the intermodal transport order require exclusively the delivery of scans of documents to confirm performance of the transport (in particular CMR, goods specifications, outside release documents, etc., confirmed by the recipient), then the ITO is obliged to store and keep originals of these documents over a period of six years from the date of unloading and to present them to PKS Gdańsk-Oliwa at any request. In case of failure to present originals of the documents indicated in the present item, the ITO shall be obliged to pay a contractual penalty of EUR 2,500.00 (EUR two thousand five hundred) for each case of failure to present documents confirming the performance of the intermodal transport for the relevant transport order.
28. The ITO is not entitled to transfer (cede) to any other entity (e. g. banks, insurance companies, factoring companies, natural or legal persons) the receivables they are entitled to from PKS Gdańsk-Oliwa for the performed intermodal transport without prior written consent by PKS Gdańsk-Oliwa under pain of nullity. Should the ITO fail to acquire such consent, with the factor's account indicated in the invoice, the relevant invoice shall be returned to the ITO without having been approved.
29. Should an order or the present General Terms reserve an obligation of the ITO to pay a contractual penalty, then PKS Gdańsk-Oliwa shall be entitled to claim damages beyond the amount of this contractual penalty, if the damages would exceed the reserved contractual penalty. If the contractual penalty is reserved in EUR, then PKS Gdańsk-Oliwa is entitled to claim contractual penalties in EUR or PLN according to the mean EUR exchange rate of the National Bank of Poland from the day preceding the day of issue of the invoice or debit note. PKS Gdańsk-Oliwa is also entitled to claim from the ITO damages on general terms in cases other than those, for which contractual penalties are reserved. Should PKS Gdańsk-Oliwa and ITO be entitled to mutual receivables, PKS Gdańsk-Oliwa is allowed to deduct them; the deduction of mutual receivables by the ITO requires prior consent of PKS Gdańsk-Oliwa in writing, under pain of nullity.
30. The content of the intermodal transport order or the present General Terms supersedes, in case of inconsistencies or doubts, prior agreements between PKS Gdańsk-Oliwa and the ITO. PKS Gdańsk-Oliwa is not responsible for effects of additional instructions provided by persons other than PKS Gdańsk-Oliwa or their authorised employees.
31. In case of inconsistencies between the provisions of the intermodal transport order and these General Terms, the order conditions apply.

32. All disputes arising due to contracts to which these General Terms apply shall be resolved by the common court for the seat of PKS Gdańsk-Oliwa unless relevant provisions of the law would foresee otherwise.

33. Contracts to which these General Terms apply are covered by the law of Poland.

34. Pursuant to art. 13 section 1 and section 2 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, GDPR), the cargo transport enterprise Przedsiębiorstwo Przewozu Towarów PKS Gdańsk-Oliwa S. A. with seat in Gdańsk, Poland, as personal data Controller, hereby informs you that:

- 1) the provision of Your personal data is voluntary, but necessary for the performance of the order and for the offering of other services provided by PKS Gdańsk-Oliwa and subsidiaries of PKS Gdańsk-Oliwa,
- 2) Your personal data will be processed for the purpose of performance of the order and for offering other services by PKS Gdańsk-Oliwa and subsidiaries of PKS Gdańsk-Oliwa (objective based on legally justified interests of the Controller),
- 3) Your personal data may be transferred to entities participating in the performance of the order, including the Principal of PKS Gdańsk-Oliwa, goods senders and recipients as well as to third countries if this would be necessary to perform the order and if this would stem from the conditions of the order accepted by You – for the purpose of performance of the order; in any other scope, the Controller shall not transfer Your personal data to third parties without Your explicit consent, unless this would turn out to be necessary for the purpose of performance of legal obligations of the Controller,
- 4) You have the right to request from the Controller access to the content of your data, to correct them, have them removed or have processing limited, and the right to voice objections against the processing of the data, and the right to have the data transferred,
- 5) You have the right to withdraw your consent to the processing of the personal data at any time without effect on the legality of the processing performed on the basis of the consent before it is withdrawn; the personal data You provide will be processed on the basis of art. 6 section 1 letter a) and f) of the GDPR,
- 6) Your personal data shall be stored over the period necessary to perform the order and to offer other services provided by PKS Gdańsk-Oliwa and subsidiaries of PKS Gdańsk-Oliwa and for the

Controller to fulfil their legal obligation to store documentation related to the performed contracts,

- 7) the personal data protection representative can be contacted at iodo@pks-sa.com,
- 8) You have the right to complain with the supervisory authority, the Polish Personal Data Protection Office, should You find that the processing of Your personal data violates the provisions of the GDPR.

35. Wherever valid intermodal transport orders or intermodal transport contracts, to which PKS Gdańsk-Oliwa is a party, would mention the General Terms of the Order or the Terms, this is meant to indicate the present General Terms.

36. All correspondence concerning the intermodal transport order shall take place in Polish or English.

The content of the subject General Terms is set by resolution of the Board of the cargo carriage company Przedsiębiorstwo Przewozu Towarów PKS Gdańsk-Oliwa S.A. on 18.07.2024 and is effective as of 22.07.2024.