

§1. GENERAL PROVISIONS

1. These Terms and Conditions of Transport Services specify the rules of provision of services by CMC Logistics Poland sp. z o.o. (hereinafter referred to as: CMC) and shall apply in relations between CMC and the Customer (hereinafter jointly referred to as the Parties) with regard to all contracts and orders, unless the Parties decide otherwise in a separate agreement.
2. To matters not regulated in these General Terms and Conditions of Transport Services the Polish General Forwarding Rules (hereinafter referred to as: PGFR 2010) shall apply and the Parties consider them an integral part of the contract binding upon them. The content of the PGFR 2010 is available on the websites of the Polish International Freight Forwarders Association.
3. By placing an order the Customer confirms the knowledge of these Terms and Conditions of Transport Services and the PGFR 2010.
4. The Terms and Conditions of Transport Services shall not be subject to negotiation and may be adopted only without reservations.

§2. Definitions

1. Customer - an entity who gives an order to CMC or in a different manner concludes a contract with CMC in any form, including by electronic form,
2. Intermodal transport - relocation of any transport unit (including in particular: container, semi-trailer, swap body) by at least two different modes of transport, including rail, road or air and handling terminal operations required in this process.

§3. The activities of CMC

1. CMC organises wholly or partly the process of transportation of a freight unit with the use of intermodal transport, and also performs other services connected with the carriage of the unit acting in the capacity of a freight forwarder on the basis of the provisions of the Polish Civil Code [*kodeks cywilny*].
2. CMC performs its activities through selected rail and road carriers. as well as using the services of handling terminals and customs agencies.
3. CMC does not enter into a contract of carriage with the Customer.
4. CMC undertakes activities on its own behalf and for the benefit of the Customer.
5. The scope of CMC activities shall be each time specified in the offer to the Customer or in order confirmations.
6. Transit time given by CMC is an estimated value and it is not a guaranteed delivery time.

§4. Offers

1. The offer shall be submitted to the Customer by CMC employees during direct communication, most of all, in the form of electronic mail (e-mail).

2. If the Parties conduct price negotiations verbally or by telephone, CMC shall confirm the arrangements by e-mail specifying the agreed scope of the order and the duration of the offer.
3. CMC's offer shall be considered binding upon the Parties, if it is confirmed by the Customer or if, in response to the offer, the Customer makes the order.
4. Unless otherwise specified in the offer, the prices indicated in it are net prices on which the current tax is due.
5. The rates specified in the offers submitted by CMC do not include additional costs which may arise during the execution of the order, such as: demurrage, detention, storage, customs examination fees, repackaging or additional protection of goods in a container.
6. The offer is binding for the consignment having the parameters declared by the Customer. In the case of change of the weight or volume of the consignment after the order has been accepted, the rates specified in the offer shall be subject to a proportionate change.
7. If, after the offer has been accepted but before the service is executed, its costs increase for reasons not attributable to CMC, such as increase of the costs of the rail transport carrier or change of the terminal of dispatching the consignment, CMC shall present a new offer to the Customer. In the case of lack of acceptance of the new offer by the Customer, CMC shall have the right to withdraw from performance of service.

§5. Obligations of the Customer

1. The Customer is obliged to ensure that the transport unit which is to be handed on to CMC or carrier is properly closed, secured and packed in a manner suitable for the ordered mode of transport, preventing it from being damaged.
2. The Customer shall be obliged to ensure that the consignments which are handed over to CMC or carrier are in adequate condition for safe carriage.
3. The loader shall be responsible for the fixing, condition, quantity and quality of goods and the packaging at the moment of loading or collecting from the loader in the case of EXW conditions and for authenticity and completeness of data in documents concerning the type, weight, quantity, number of pieces and condition of goods.
4. The Customer shall be obliged to immediately submit upon request of CMC any documents and to provide any explanations necessary to carry out the order, which refers most of all to the organisation of customs clearance. The Customer shall be liable for failing to submit documents or information in the required form or within the time limit specified by CMC.
5. In the case where the order concerns dangerous goods within the meaning of the European Agreement concerning the International Carriage of Goods by Road (ADR), the Customer shall be obliged to provide the UN number, class and group of packing. No indication of these data in the content of the order shall be tantamount to a declaration that the goods accepted for carriage are not dangerous within the meaning of the Agreement.
6. CMC shall have the right to refuse to accept the load in the case where the features, quantity, packing or other data concerning the consignment prove to be inconsistent with the ones declared by the Customer. The Customer shall not be entitled to any claims on that account whatsoever.
7. CMC shall have the right to refuse to carry out the service in the case where, due to features, quantity or packing of the consignment, the rail carrier refuses to load it. In such a case the Customer shall be obliged to cover all the costs which have arisen up to that moment and he shall not be entitled to any claims on that account whatsoever.

§6. Claims

1. The Customer shall be entitled to bring a claim regarding the execution of the order, in particular to report any complaints concerning the quality of the executed order within the time limit of 30 days from the date of the end of the service. Otherwise, it shall be considered that the service has been accepted as free of defects.
2. The claim should be submitted in writing.

§7. Liability rules

1. CMC shall be liable to the Customer for proper execution of the order.
2. CMC shall be liable only in the case of culpable damage. The liability of CMC to the Customer in the scope of claim related to Customer's loss, financial or other, irrespectively of its nature, arising directly or indirectly in connection with the executed order, shall in no case exceed the amount resulting from the civil liability insurance of the freight forwarder.
3. Damage, loss or partial loss of the consignment not caused by CMC or caused by Force Majeure, confiscation or other act of government authority concerning the consignment shall not affect CMC's claims towards the Customer, especially the claims for payment of the agreed remuneration and reimbursement of costs and expenses incurred by CMC.
4. CMC shall not be responsible for:
 - declared quantity, type, weight and condition of goods,
 - proper loading and protection of goods, unless proper loading and protection of goods are included in the order,
 - condition of the transport unit delivered by the Customer or loader and for hidden damages to the transport unit, unseen from the outside,
 - valuable consignments and dangerous goods, if they have not been declared earlier and accepted by CMC,
 - damage caused by a delay in delivery of the consignment, unless CMC have obliged themselves to deliver it within specified time limit,
 - damage other than the actual damage,
 - damage resulting from participation or negligence of persons with whom CMC has no contractual relationship.
5. The Parties are relieved from liability for non-performance or improper performance of obligations under the order given to them, if it is caused by Force Majeure which could affect the improper execution of order, and in particular by: war, threat of war, riots, strike, acts of civil disobedience, sabotage, transport lock-out, fire, flood, earthquake, blizzard, natural disasters, decisions of public authorities, sudden changes of tax and customs legislation and other circumstances having a sudden and unexpected character, if they have affected the performance of the contract of forwarding. In connection with the above circumstances, the deadlines for the execution of obligations under the order given shall be deferred for a period being in proportion to the time in which their performance or proper performance was impossible. The Party in relation to which there arose inability to perform or to properly perform the obligations under the contract of forwarding shall be obliged to immediately notify the other Party about the occurrence of such circumstances directly upon receiving information about their occurrence.

§8. Personal data

1. For the order to be executed it shall be necessary to entrust to CMC personal data received from the Customer (name and surname, e-mail address, telephone number). The Data Controller of personal data received from the Customer shall be CMC Logistics Poland sp. z o.o. having registered office in Gdynia [Poland], at ul. Boisko [Street] 11, 81-183 Gdynia [Poland], entered in the Register of

Entrepreneurs of the Polish National Court Register kept by the District Court Gdańsk - Północ [*Sąd Rejonowy Gdańsk-Północ*] in Gdańsk [*Poland*] under KRS number 0000601904, initial capital: PLN 430.000, paid up in full, NIP [*Tax Id No.*]: 9581672199. Personal data are processed only for the purpose of performance of the order. Personal data shall be stored only for the limitation period for claims, no longer than up to 5 full financial years from the time of order execution.

2. The Customer shall have the right to access the content of their data, the right to have personal data rectified, erased, transferred or to raise objections and also the right to be forgotten. Objections shall be filed to the e-mail address: anna.kutarba@cmc-logistics.pl The Customer shall also have the right to lodge a complaint with the President of the Personal Data Protection Office if they find that CMC processes their personal data in violation of generally applicable provisions of law in that respect.
3. The Customer expresses their consent to have personal data processed by CMC. Expressing consent to the processing of Customer's data shall be voluntary with the stipulation that such consent is necessary for the execution of orders by CMC.

§9. Confidentiality

1. CMC shall keep business secret of the Customer as strictly confidential, both during and after the performance of the order.
2. The Customer shall keep the business secret of CMC confidential during and after the performance of the order.
3. A business secret shall mean any and all commercial, technical, technological, organizational, personal information or other information concerning a Party and its enterprise obtained in any manner whatsoever and not disclosed to the public, having economic value and as to which the Parties have undertaken certain actions to keep it confidential, including the order performed by CMC for the benefit of the Customer.

§10. Final Provisions

1. The Parties agree that for the purposes of furnishing the services under these Terms and Conditions of Transport Services, electronic correspondence is also deemed as a written form.
2. The contracts concluded on the basis of these Terms and Conditions of Transport Services shall be subject to Polish law.
3. The competent court to dissolve disputes between the Customer and CMC which arise from these Terms and Conditions of Transport Services or from performance of contracts to which the provisions hereof apply shall be dissolved by competent court having jurisdiction for CMC's registered office.
4. If any provision of these Terms and Conditions of Transport Services shall be deemed invalid, it shall not affect the validity of other provisions.