

STANDARD TERMS FOR TERMINAL SERVICES

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1 – Price list of Services

1. DEFINITIONS

1. In these Standard Terms for Terminal Services (STTS), unless otherwise specified in the context, words and expressions shall have the following meaning:

ADR means the European Agreement concerning the international carriage of dangerous goods by road.

Notification means relevant information provided by the Principal to the Operator.

Price list of Services means the tariff or fees of the Operator.

CIM means the Uniform Rules concerning the Agreement for the International Carriage of Goods by Rail, which constitutes Appendix B to the Convention concerning International Carriage by Rail (COTIF).

Cut Off means a 4-hour period before the planned train departure; if the load/containers are delivered during the "cut off" period, they will be qualified for the next transport and the Principal will be charged additional costs.

Confidential information means any information in any form or medium which constitutes a secret or which is not accessible to the public (in whole or in part, including its configuration or set of components), including: commercial, financial, marketing or technical information, containing specialist knowledge, business secrets, business methods or other information in any form and on any medium, disclosed orally or in writing, together with all reproduction of the above information in any form or on any medium or any part of the information.

Container means an empty, partially loaded or full ISO standard container, including, but not limited to, dry, flat rack, open roof, artificial double deck, pallet wide, platform, cold storage and slinged tank containers, complying with ISO recommendations and consistent with the safety requirements of the CSC (Convention on Container Safety), which can be operated by means of a container stacker/spreader.

Oversized container means a container whose cargo exceeds the standard dimensions of the container and which must be loaded with special equipment. -

Cargo means goods of any kind, size and weight/dimension, which are or are to be transported in a container or oversized container, and includes also any non-containerised cargo.

Non-containerised cargo (general cargo) means cargo that is not in a container, accepted for transport/transit on a means of transport, and which cannot be loaded with a standard stacker/spreader to containers with special equipment.

Dangerous cargo means cargo that can be harmful to humans, other living organisms, property or the environment, including radioactive, flammable, explosive, caustic, oxidising, suffocating, biological, toxic, pathogenic or allergic materials, in each case classified by the IMO, ADR or RID respectively.

Surveillance means:

- for incoming IN containers (loaded or empty) or non-containerised cargo: the period beginning when the container or non-containerised cargo has been physically lifted from the transport unit (wagon) and ending when the container or non-containerised cargo is loaded onto the receiving truck, located near the Operator's handling equipment for delivery to the recipient,
- for outgoing OUT containers (loaded or empty) or non-containerised cargo, the period begins when the container or non-containerised cargo has been physically lifted from the truck, through the Operator's handling equipment in order to be placed in the yard and ends when the container or non-containerised cargo is placed on the means of transport designated for departure from the terminal (wagon);
- for transit containers (loaded or empty) or non-containerised cargo, the period beginning when the container or non-containerised cargo is physically lifted from the means of transport (wagon) and ends when the container or non-containerised cargo is placed on the means of transport (wagon) designated for departure.

Operator means Schavemaker Invest Sp. z o.o., which is the operator of the service facility constituting the railway infrastructure of the freight terminal and its employees, associates and subcontractors.

Railway Carrier means an entrepreneur, entitled on the basis of a licence, to provide a rail transport service or a traction service, accounting with the Operator for the charges related to the transport service in the framework of rail services, consisting in organizing the rail delivery of containers/cargoes to the Commissioned Party.

Storage yards means land and premises specified by the Operator as the area for the receipt, storage and release of containers/cargoes for direct loading and unloading and other areas used for the provision of container terminal services, including areas for the repair, storage, inspection, forming, demolition of containers.

RID means the Regulations concerning the International Carriage of Dangerous Goods by Rail, which constitutes Appendix C to the Convention concerning International Carriage by Rail (COTIF).

SDR	means special drawing rights in accordance with the International Monetary Fund definition.
Force Majeure	means any circumstances beyond the reasonable control of the party concerned, foreseeable or unforeseeable, from which the party concerned is unable to secure itself with all due diligence, in particular: hostile acts, wars (whether declared or not), restrictions imposed by the governments, sovereigns or people of the country concerned, riots, strikes and interruptions, uprisings, terrorist attacks, civil wars, quarantine restrictions, epidemics, floods, fires, winds, snow, ice, storm and others.
SOT	means the Terminal Operating System - an information system used by the Operator for containers/cargo handling operations.
Container terminal	(CT) means the container terminal facilities located in Kąty Wrocławskie. The container terminal is located in Kąty Wrocławskie, at ul. Fabryczna 1, and has direct access to the railway infrastructure, constituting a part of the service facility, offering receipt, unloading and loading of block trains and individual wagons, as specified in separate documents. Container terminal includes: storage yards, equipment buildings and facilities (built or planned for expansion).
TEU	means a unit equivalent to twenty foot, and when calculating in TEU, a 20' container will be a one (1) TEU container. -
Services	means all services, provided or arranged by the Operator, including: handling, loading, unloading, transport of containers/cargoes and sweeping, washing, sealing, sticking and removal of labels, storage on the yard and others.
Railway Manager	means the entity responsible for railway infrastructure management.
Health and safety rules	means the statutory health and safety regulations applicable to the Operator's activities.
Liabilities	means all costs (including costs of investigation and defence in the event of claims), expenses, claims, demands, losses, damages, obligations, injunctions, granted benefits, fines, penalties, proceedings and judgments of any kind.
Principal	means an entity to the benefit of which the services are provided by the Operator; for acts and omissions of employees, associates and subcontractors, the Principal is responsible like for its own acts and omissions.

The services will be provided on the basis of applicable laws and :

- Standard Terms and Conditions of Terminal Services (STTS) and Price List for Services;
- other applicable CT procedures, in particular : Regulations and Status of Service Facilities and Regulations of Railway Siding Operation,
- individual business agreements concluded between the parties.

2. SERVICES

- a. The Operator shall provide services with reasonable efforts, using its skills and knowledge and at the same time complying with all applicable regulations, including the requirements for licences and permits.
- b. The Operator, acting in accordance with specific instructions given by the Principal and accepted by both parties in writing, at the same time reserves the right to total freedom with regard to means or procedures used in the course of providing services. The Operator may abandon the Principal's instructions to any extent if he considers it necessary in the interest of the Principal, and the Principal will reimburse the Operator for all reasonable expenses incurred in this connection.
- c. The container terminal (CT) operates on working days from 07:00 to 9:00 pm and on Saturdays from 07:00 to 3:00 pm. Opening of the terminal on Sundays and public holidays requires additional arrangements with the Operator.

3. SCOPE AND APPLICATION

- a. These STTS apply to: all services provided to the Principal, all trains on a branch line, use of the container terminal and/or its facilities by the Principal and are binding for all potential Principals to whom services will or are provided.
- b. Container terminal (CT) services may include :
 - the handling, loading and unloading of containers onto or off the wagon or other transport unit,
 - lashing and unlashng the containers,
 - moving containers to storage yards,
 - storage of containers on storage yards,
 - assembly and disassembly of containers,
 - handling non-containerised cargo,
 - sweeping, washing, filling containers, sticking and removing labels,
 - other services, in accordance with an accepted agreement.

4. OBLIGATIONS OF THE PRINCIPAL

- a. The Principal shall provide all documents and information specified in the terminal procedures at least **48 hours** before the estimated time of service performance.
- b. The Principal declares and guarantees that all data / documents of containers and cargoes are in accordance with the agreement, procedures and documents applicable to the Operator and the laws, orders, regulations and other requirements of the government, customs authorities, local authorities and other bodies. The Principal will be solely responsible for complying with all formal requirements, procedures and regulations of the relevant customs authorities and bodies, relevant to the issue and related to the cargo, containers, train, and is obliged to obtain all necessary permits and authorisations required for the transport, export or import of cargo.

- c. The Principal declares and guarantees that:
- is authorised to conclude an agreement with the Operator and accepts all legal basis for the provision of services indicated in point 1.2 of the STTS, on its own behalf and on behalf of all employees, associates and subcontractors,
 - all documents and information provided by the Principal or its employees, associates, subcontractors, related to any cargo/container, are complete and reliable.
- d. Regarding cargo and containers, the Principal guarantees and declares that:
- they shall be suitably and sufficiently prepared, packaged, marked and described, and such preparation, packaging, marking and description shall be appropriate to the operations or transactions to which the cargo and containers are to be subjected,
 - will not emit harmful dust, gases, vapours, liquids or radiation,
 - are not contaminated, insect-contaminated, broken down or attacked by moulds and do not become infected during their stay in the CT area,
 - are not overheated or insufficiently heated and will not become so during their stay in the CT area,
 - are not contaminated and will not cause danger, injury, pollution or damage to any person, CT, other cargo, equipment or train, or the environment in their proximity or the general environment,
 - do not require any special protection to maintain their proper condition due to their sensitivity to heat, cold, humidity, salt, pillaging or proximity to other cargo, or due to flammability, but will remain safe if left outdoors or in a closed room on the CT site,
 - do not contain drugs, prohibited or stolen goods, smuggled goods, pornographic or other illegal material,
 - are adapted to the provision of services by the Operator and can be operated under normal conditions.
- e. The Principal shall bear full liability for any failure to meet the obligations, statements, guarantees given in accordance with this point of the STTS and for the acts and omissions of the Operator, its employees, associates, subcontractors, insurers or reinsurers, following the instructions received.

5. DANGEROUS, NON-CONTAINERISED, CUSTOMISED, OVERSIZED CARGO, AND OTHERS

- a. The operator does not give consent to the handling of cargo that is or may become **dangerous** (whether listed under the law or instructions), flammable, causing damage, causing injury (which includes radioactive material), harmful, or that contributes or may contribute to the destruction of property or injury to any person. The storage of non-containerised dangerous cargo is prohibited. However, the Operator may give written consent to the handling of dangerous cargo. In this case, the Principal:
- shall provide information and documents necessary for the performance of the Operator's duties, in accordance with applicable laws and other requirements, concerning the type of cargo, the appropriate manner and method of storage, handling and transport;
 - shall clearly mark the container/cargo on the external side, indicating the type and nature of the cargo, in order to verify compliance with applicable regulations and other requirements.

- b. The Operator does not give consent to the handling of **non-standard, general, oversized cargo/containers**. Under special circumstances, the Operator may give written consent to the handling of non-standard cargo/containers, general cargo, oversized cargo. In such a case, the Client shall provide the Operator with all information and documents required by law to perform his duties concerning, among others, the type of cargo, the appropriate manner and method of storage, handling and transport, the anchoring points, the arrangement, the technical drawings, the detailed dimensions of the cargo elements extending beyond the contour of the container and others and the clear marking of the container on the external side, indicating the type and nature of the cargo.
- c. The operator does not agree to handle cargo/containers requiring notification and update of carriage in the **SENT register**. In special circumstances, the Operator may give written permission to handle such cargo/containers. In such a case, the Client shall provide the Operator with all information and documents required by law to perform his duties.
- d. The Operator does not give consent to the handling of cargo / containers:
- in a bad technical condition;
 - above the weight limit (with weight exceeding the maximum gross weight marked on the container);
 - which violate laws, statutes, regulations, rules or other governmental requirements;
 - improperly marked and without proper documentation;
 - without side boards and roof (flat rack) and with open top when the cargo is incorrectly arranged or incorrectly secured for carriage;
 - transported on a chassis not designed for containers or carried in a bad technical condition or exceeding the authorised total weight and axle load;
 - transported by railway wagons not designed to transport containers, or transported by wagons in a bad technical condition or exceeding authorised axle loads or total weight and not prepared for transport (e.g. unploughed).

In special circumstances, the Operator may give written permission to handle such cargo/containers. In such a case, the Principal shall provide the Operator with all information and documents required by law to perform his duties.

- e. If the Principal does not provide the indicated information and documents, and the Operator is not aware of the nature of the cargo indicated in point 5.1-4 and the necessary precautions that should be taken, and if at any time the cargo is found to be life or property threatening, then the cargo/container may be **destroyed or inactivated**, in accordance with the circumstances, without compensation, and the Principal shall be liable for any obligations arising from the services, destruction or inactivation of the cargo/container. A duty to prove that the Operator was aware of the nature of the cargo / container shall lie with the Principal. The Principal shall then bear full liability and shall immediately release the Operator, its employees, associates, subcontractors, insurers or reinsurers from this liability.

6. Operations at the gate

- a. Each Principal intending to take up or place a container/cargo on CT is obliged to observe all operational and safety procedures (health and safety rules). The Operator reserves the right to refuse to service the Principals who do not observe the safety rules, under pain of temporary or permanent refusal of the right to enter the premises of CT and to service the means of transport and containers

which violate the law, acts, regulations, rules or other government requirements.

- b. Full containers / semitrailers must have **container seals** upon receiving, whose construction, condition and method of installation guarantee proper protection. The operator reserves the right not to accept cargo whose condition raises serious doubts as to the possibility of ensuring safe storage (this also applies to the method of sealing and closing).
- c. The terminal offers handling of 10 cars per hour, in single relations. Cars entering the CT area in order to pick and place the cargo/container must be clearly marked with their registration numbers.
- d. In case of orders for delivery of containers / cargoes, whose weight together with the vehicle weight exceeds 40 tonnes, the Operator may refuse to perform loading operations, unless it is a special set. *(Entrepreneurs engaged in the carriage of containers by land are obliged to not exceed the authorised vehicle weight limit of 40 tonnes as standard (legal basis: Journal of Laws of 2007 No 19 as amended - Article 40c (1) of the Act of 21 March 1985 on public roads) or after fulfilment of the relevant requirements of DMC 44t).*
- e. In the event that the Principal finds damages, deficiencies, inconsistencies of technical condition, features or seals in comparison with the state of receipt during storage / loading of containers / semi-trailers, the Operator shall draw up a **report**. Taking containers/trailers by the Principal or another entity cooperating with him, without making the above arrangements and drawing up a report, releases the Operator from liability for any consequences resulting therefrom.
- f. In case of acceptance at the terminal, with the consent of the Operator, of damaged containers/loads which do not have the required markings, e.g. with respect to weight, dimensions, centre of gravity, fixing points, the Principal shall immediately supplement the missing data and characteristics of the goods and define the necessary procedures. In case of failure to complete or repair, the Operator may request immediate pick-up of the container/cargo.
- g. In case of receiving and picking up the container/cargo, the driver should first report to the CT office and then to the designated person who will issue or pick up the container/cargo according to the order.
- h. **Notifications** of additional orders for all handling and storage operations shall be submitted not later than by 11 a.m. on the day preceding the day of service provision. Container formation/disassembly services shall be performed within 3 days of their acceptance.
- i. The Principal may **revoke or change the services** described in point 6, by 6 p.m. on the day preceding the day on which the order is to be performed. Failure to provide relevant information within the above time limit may result in charging additional costs.
- j. The Operator has the right to **destroy, dispose** of cargo / containers stored in the storage facility / yard for more than 6 months without being assigned a customs-approved treatment or use - according to the relevant regulations.

7. Railway operations

- a. The Operator organizes reloading of cargo / containers within the framework of allocated **railway slots**, on the basis of an agreement with the Railway Carrier Railway carriages are operated around the clock. All services planned for public holidays shall be performed only after prior consent of the Operator, on the basis of a written motion of the Principal, submitted 7 days in advance. The Operator shall not be liable for delays in the operation of the wagons.
- b. The Railway Carrier shall notify the Operator of the arrival of its train as follows:
 - **7 days** in advance, giving an approximate time of train arrival and preliminary information about the number of cargo/containers and type of rail services;
 - **24 hours** in advance, with coordination 24, 12 and 4 hours before the estimated time of arrival, giving all relevant information on the load/containers and the time of arrival of the train.
- c. The operator shall plan train service in consultation with the Principal as follows:
 - for trains departing on: Tuesday, Wednesday, Thursday and Friday - until 12:00 pm on the previous day,
 - for trains departing on: Saturday and Monday - until 12 pm on Friday,
 - for trains departing on public holidays and other additional days off not later than 12 pm on the working day preceding the day off.
- d. The Principal may resign from ordered railway services if they were ordered for : Tuesday, Wednesday, Thursday, Friday and Saturday - until 12:00 pm of the previous day; Monday - no later than 12:00 pm on Friday.
- e. Railway carrier shall notify the Operator and Railway Manager of the planned arrival of the train at the railway siding, indicate the number of wagons and the number of containers/cargoes. The operator shall plan loading, unloading and handling services on the basis of this information. In particular, the Operator shall record in advance (12-hour) notifications concerning containers/cargoes and wagons in the Terminal Operating System (SOT).
- f. The order for rail services must be placed according to an agreed procedure, in writing for each train and related services and delivered electronically or by post. The operator may also exceptionally accept the submission of an order by fax or in person. The final confirmation of the rail services will be provided to the Principal by the Operator, after receiving a set of information which is necessary to perform the services.
- g. The Rail carrier shall be informed about the expected time of completion of rail services, after the start of handling operations.
- h. If a train does not arrive at a railway siding on the specified time, determined in the notification sent 12 hours in advance, a **new schedule** of railway services shall be established. If the Principal does not resign from the ordered services, he shall be required to pay the waiting costs of the Operator. At the same time, the Operator shall not be liable for any additional fees related to leaving cargo on wagons for a longer period of time.

- i. The Operator shall handle the trains according to the order of the fixed schedule of entries to the siding. Trains with reserved time intervals shall have priority over trains without reserved time intervals or delayed trains. However, the Operator may change the order and priority of wagons to be rolled and rolled due to the lack of readiness of the load to be handled, its urgency, reserved time intervals, without incurring any liability for wagons waiting.
- j. The Operator reserves the right to refuse to put wagons on the loading tracks, which are not ready to perform the ordered services, e.g. due to lack of load readiness, delays, bad technical condition. In this case, the Operator shall not be liable for downtime.
- k. Each train arriving at CT sidings shall be ready for handling operations. Otherwise, the train shall be stopped at the station Kąty Wrocławskie or in the waiting area and shall not be allowed on the loading tracks. The operator shall not be liable for waiting costs.
- l. Railway carrier, in agreement with railway manager, is required to plan arrival/departure to/from the station(s) of Kąty Wrocławskie, in such a way that it does not block the generally available railway infrastructure necessary for entry/exit of trains operated at the terminal.
- m. The Principal shall provide the Operator with all necessary documents and information on containers/cargoes, not later than **48 hours** before the commencement of rail services. The information to be entered into the Operator's IT system (SOT) shall be provided by the Principal 8 hours before the beginning of the service provision. **The loading/unloading list** will be closed 4 hours before the start of the commissioned services. After the list is closed, containers / cargoes or transports without the relevant information in the SOT will not be qualified for service performance.
- n. After putting the wagons on the siding, the Operator shall check the containers. In the case of damage, it will draw up a **damage report** and notify the Principal about it. The Operator shall not inspect the condition of the wagons, locomotives. However, if any shortage or damage of wagons, containers / cargoes is found to prevent safe loading/unloading, the Operator may refuse to reload, unload or load.
- o. The Principal shall provide the Operator with loading instructions and other important data necessary for proper loading of the wagons.
- p. The operator shall prepare the **loading plan** according to the instructions of the Railway Carrier, the Railway Manager and the Principal. In case of discrepancies, the Operator decides on his own. The train is launched from the Operator's branch line after providing information about the completion of loading operations and providing the Railway Carrier with the confirmation of loading, immediately after the train's departure.
- q. Cargos/containers should be delivered prior to the planned departure of the train. The Operator reserves the right to qualify them for the next, planned transport, with the obligation to pay additional costs by the Principal, if the "cut off" period is exceeded. (4 hours = 240 minutes before the train's scheduled departure).

8. RIGHTS AND OBLIGATIONS OF THE OPERATOR

- a. The Operator may at any time **inspect** the train, vehicle, cargo, container, equipment or other property of the Principal, the carrier and the railway manager, to verify compliance with these Standard Terms and Conditions of Terminal Services (STTS), contract, regulations and laws. The Operator reserves the right to suspend the provision of services in case of any violation.
- b. The operator may **refuse to handle** a container / cargo whose weight exceeds the declared weight or safe working load of any cargo handling equipment. If the Operator's cargo handling equipment is used for an overloaded container / cargo, the Principal will be fully responsible and will immediately release the Operator from this liability, its employees, associates, subcontractors, insurers or reinsurers.
- c. The operator may install and operate any **surveillance equipment** to protect and safeguard the property, life and health of its clients and third parties that may assist in the investigation, prosecution of offences or violations of terminal services.
- d. The Principal is obliged to ensure that the container/load will not be staying **on the CT area** for more than **90 days**. If the 90-day period is exceeded for reasons related to the Principal, the Operator reserves the right to demand its removal. If the container / cargo will not be removed within 14 days, from the date of written request, then the Operator may give it for storage at the cost and risk of the Principal.
- e. The Operator shall have a statutory right of lien on containers/cargoes to secure claims related to the performance of the agreement, including storage fees, incidental charges, expenses and costs, the carrier, customs fees, advance payments made as long as they remain with the Operator, its employees, subcontractors, associates or as long as it can manage them through documents. Satisfaction of the debited item shall take place in accordance with the regulations on court enforcement proceedings. The value of the pledged object in the form of containers/cargoes, which are common in the trade of goods, is determined according to average prices on the market on the day of taking over.
- f. The operator may **sell** the container/cargo, subject to point 8.5, if :
 - the owner is unknown,
 - stays on CT area for more than 90 days,
 - no entity indicated in the cargo documentation has removed it within 14 days of notification.

If, after the sale, the owner appears, then the Operator shall reimburse the amount obtained from the sale, after deducting all handling, storage and other costs related to the sale process, within 90 days.

9. RATES AND PAYMENT

- a. For the services provided, the Principal shall pay **fees** calculated in accordance with the applicable Price List for Services and the agreement.
- b. All payments shall be made on the basis of VAT invoices within 14 days from the date of issue, unless the parties agree otherwise.

- c. If the Principal **will not pay** for services within the specified time period or will not meet other requirements, the Operator shall have the right, according to its own discretion, to immediately withdraw from any arrangements between the Operator and the Principal and/or also to refuse to accept further orders from the Principal and/or suspend any further services to the Principal. If the Principal avoids timely payments, the Operator shall have the right to demand prepayment for services, a deposit or other security, without any prejudice to the Operator's exercise of other rights.
- d. Any **taxes, duties or fees** imposed by a government or other authority shall be paid by the Principal in the amount and in the manner specified by law.
- e. All payments due from the Principal to the Operator should be paid in full, without any deductions, discounts, limitations or conditions and without deduction of bank costs or retention of amounts in relation to or as a result of a counterclaim. It is prohibited to make any deduction, offsetting, assignment or transfer of receivables to another entity without the express consent of the Operator.
- f. The operator reserves the right to charge **interest for any delay in business transactions**, in respect of any amounts not paid on the scheduled date.
- g. In matters not regulated by the **E-invoice Regulations** shall apply.
- h. If any fees are not paid within one (1) calendar month from the notification of the Principal of the request for such payment, the containers/cargo may be **sold**, and the proceeds are used to settle the outstanding fees and costs incurred by the Operator in such sale. Point 8.5 shall apply as appropriate.

10. LIABILITY

a. Train

The Operator shall only be liable for loss or damage to a train, including any equipment or devices, to the extent that they have been caused by the Operator's wilful misconduct or gross negligence. The liability of the Operator shall be limited to the lower of the amount of reasonable repair or replacement costs (with an object of the same age and conditions) or **EUR 50,000** in respect of an event or series of related events.

b. Containers

The Operator shall only be liable for damage or destruction of the container to the extent that it was caused by the Operator's intentional fault or gross negligence. The liability of the Operator shall be limited to justified costs of repair or replacement of the container (with an object of the same age and conditions).

c. Cargo

The Operator shall only be liable for damage or destruction of the cargo to the extent that it was caused by the Operator's intentional fault or gross negligence. The Operator's liability shall be limited to the lower amount determining the reasonable costs of repair or replacement of the cargo (with an object of the same age and conditions) or **2 SDRs** per kilogram of gross weight of the lost or destroyed cargo, not more than **50,000 SDRs** for the entire cargo. In addition, the Operator shall be entitled to use the defence arguments, limitations and exclusions of liability, to which the

Principal is entitled within the framework of transport documentation, transport contracts or other contracts and agreements, which are the evidence of the order to provide services, issued in connection with the cargo.

d. **Delay**

The Operator shall not be liable for any failure in the performance of the services provided within the agreed time limit.

e. **Exclusions**

The Operator shall not be liable for damage or destruction of the train, container / cargo and for delays, unless the Principal can confirm that they were directly caused by the Operator. If damage or destruction was caused by actions or omissions of the Principal or if the Principal used inappropriate load handling equipment.

f. **General liability**

The total liability of the Operator against the Principal for damages and other claims related to the concluded agreements or resulting therefrom (including by recourse) cannot exceed the amount of the **agreement price**. Regardless of the above, the Operator's liability does not include lost profits, loss of contracts, loss of performance, loss of data and consequential and indirect losses. Furthermore, the Operator's liability does not include losses and damages of any kind arising from any cause, unless these STTS or the Agreement have been violated and the Operator's tortious liability in such case is expressly excluded. However, none of these restrictions shall apply in the case of damage caused by intentional fault.

g. **Complaints**

Each party shall immediately notify the other party of any event that would normally require an examination of the loss or damage and shall take all reasonable steps to minimise and mitigate any loss, damage or costs and expenses for which that party may have a claim against the other party under the agreement or mandatory legislation. The documentation of the claim should fully comply with the applicable laws and the highest due diligence principle. The purpose of the claim documentation is to: identify the claim, determine the manner, time limit and liability for investigating the claim, determine preventive actions for the future, enable registration of costs incurred by the Principal as a result of the claim submitted in the form of an appropriate notification.

11. INSURANCE

The operator does not have any obligation to have property insurance for containers, cargo or trains. However, the Operator has voluntary insurance of civil liability of the container terminal operator, national and international rail and road freight forwarder.

12. FORCE MAJEURE

No party shall be liable for any loss or damage of any kind to the cargo, container or train, delay in performance or failure to perform obligations to the extent that they result from force majeure events, floods, adverse weather conditions, storms, epidemics, pandemics, laws, orders, decrees of governmental or other authorities, war or emergencies, riots, social unrest, acts of terrorism, piracy,

fire, explosion, heat or cold (including heat from the cargo itself or unintentional exposure to natural or artificial light), criminal activities, effects of computer viruses, lockouts, strikes and other industrial disputes (in any case, whether or not they relate to a party's workforce), shortages of employees, materials or services, as well as other events beyond the parties' reasonable control.

13. CONFIDENTIALITY

The parties undertake not to disclose to any person or company any confidential information concerning the agreement, business activities, clients or suppliers of the other party. Each party may disclose the other party's confidential information to its employees, associates and subcontractors who need to know it in order to fulfill its obligations and as required by law, court orders or issued by any governmental authority. If any of the parties violates the obligation of confidentiality, the other party will have the right to immediately terminate the provisions of cooperation, claim compensation and demand a contractual penalty in the amount of **PLN 10,000**. Neither party will use the other party's confidential information for any purpose other than to meet its obligations under these standard terms and conditions.

14. PERSONAL DATA PROTECTION

- a. Where appropriate, in accordance with Article 6 Section 1 point b of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals 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) (hereinafter the "Regulation"), the Operator and the Principal (hereinafter referred to as the "Parties") shall, for the purpose of implementing the agreement, make available to each other personal data of their employees, agents, advisors and other persons, if necessary (hereinafter referred to as the "Data"), for the purpose of providing the services specified in and in connection with the agreement. Furthermore, the Parties may also process Data in order to fulfil their legal obligations as a Controller (Article 6 Section 1 letter c of the GDPR), e.g. with regard to responding to requests from public authorities.
- b. The scope of personal data that the Parties make available is defined in the agreement.
- c. To avoid any doubts, the Operator and the Principal confirm that the Operator is entitled to further make the data available to third parties without the prior consent of the Principal, provided that the purpose of such processing as specified in the concluded agreement is maintained.
- d. The Parties shall ensure that the technical and organizational measures are in accordance with the security requirements specified in generally applicable laws, including the Regulation, and enable the Data to be protected against unauthorized disclosure, modification, loss, acquisition by unauthorized persons and against damage. Prior to the beginning of data processing, the parties shall provide the protection measures referred to in Articles 24 to 36 of the Regulation. The parties declare that they know the content of the Regulation and are equipped with IT systems for processing personal data, and will process the data in accordance with these regulations.
- e. The parties shall process the Data for the duration of the agreement or for such time as is necessary to establish, enforce or defence claims in relation to the agreement. If there is no purpose for the

Data processing, if the agreement is terminated or expires, or if the time necessary to establish, enforce or protect claims related to the agreement expires, the parties will be obliged to destroy all documents and copies containing the Data or to return them upon request, and to delete the Data from all devices and software used to process them, unless further processing of the Data is required by law.

- f. The Operator shall be liable up to a maximum amount of PLN 2,000 for damages incurred by the Principal as a result of violation of this paragraph, in particular due to improper processing of the entrusted Data.
- g. The Parties undertake to notify the other Party immediately of any violation of data security.

15. GENERAL PROVISIONS

- a. If any provision of these STTS is found to be invalid, illegal or unenforceable for any reason by any competent court, then the document will be amended to the extent necessary.
- b. Any modifications, changes, amendments or supplements to these STTS require written form and publication by the Operator by placing on the following website: <https://schavemaker.pl/dokumenty/>.
- c. The provisions of these STTS shall be governed by Polish law and shall be interpreted in accordance with the law, in particular in accordance with international conventions and the Civil Code. All court disputes shall be settled by the competent court having territorial and material jurisdiction with regard to the location of CT in Kąty Wrocławskie. The Principal submits to the irrevocable jurisdiction of Polish courts.