

# GENERAL TERMS AND CONDITIONS OF SERVICES

PROVIDED BY

## AXELL LOGISTICS SP. Z O.O.

WITH ITS REGISTERED OFFICE IN RAKONIEWICE  
EFFECTIVE FROM 01 APRIL 2022

### GENERAL PROVISIONS

#### §1

- 1.1 General Terms and Conditions of Services provided by Axell Logistics sp. z o.o. (hereinafter referred to as the **GTCS**) apply to all contracts under which Axell Logistics sp. z o.o. (**AXELL**) provides services to third parties.
- 1.2 If the provisions of the GTCS differ from the provisions of contracts concluded by Axell with third parties (**Axell's CONTRACTING PARTIES**), the provisions of individual contracts shall prevail over the provisions of the GTCS.

### THE SCOPE OF SERVICES PROVIDED BY AXELL

#### §2

- 2.1 The subjects of contracts concluded by Axell are:
  - 2.1.1 freight forwarding services;
  - 2.1.2 storage (warehousing) of goods;
  - 2.1.3 in-warehouse operations;
  - 2.1.4 co-packing;
  - 2.1.5 EUROPALLET traffic
- 2.2 The provisions of these terms and conditions do not apply to the transport and forwarding of money, securities, documents, valuables and other particularly valuable items.
- 2.3 In order to provide services, Axell may use third parties who are professionally engaged in such activities.

### CONCLUSION OF THE CONTRACT

#### §3

- 3.1 Axell provides its services on the basis of:
  - 3.1.1 written contracts for the provision of services concluded with third parties and subsequent orders placed by third parties in accordance with the terms of the contract *or*
  - 3.1.2 orders submitted to Axell by third parties on the basis of approved offers;
  - 3.1.3 ad hoc third party orders approved by Axell
- 3.2 Placing an order with Axell via e-mail or electronic system by a person who has concluded an agreement with Axell for the use of services provided by Axell is tantamount to accepting the order for execution, unless Axell informs the contracting party within 1 business day (i.e. within days from Monday to Friday) from the receipt of the order that it is impossible to execute the order at all or on the terms specified in the order.
- 3.3 The execution of each order for the performance of services submitted by a person not bound by a contract with Axell requires prior confirmation by Axell of the acceptance of the order and the terms and conditions of the service specified therein.
- 3.4 All documents, in particular contracts and orders, should be signed by persons authorized to represent the contracting party or persons authorized by them.

### PLACING ORDERS

#### §4

- 4.1 Orders placed with Axell must specify the contracting party's data, the scope of the services ordered, the type and properties of individual goods and shipments included in the order, the data of the senders and recipients, the destination of shipments and their delivery dates, and also indicate any other data and documents necessary for proper execution of the order by Axell.

- 4.2 The forwarding order to issue goods from the warehouse should in particular specify the type and specific properties of the shipment, signs and numbers of individual items, their number, weight, dimensions and cubic capacity.
- 4.3 When shipping dangerous goods, the contracting party should notify Axell within a specified period of their intended shipment / release, stating the properties of the goods, the degree and type of risk posed by them, and the classification according to the applicable regulations for a given type of transport; contracting parties are required to attach relevant documentation to the order.
- 4.4 Regardless of the material scope of the order, Axell is not obliged to perform those activities included in the order, which are not provided for in the contract concluded with Axell or in the price list for the services separately agreed with the contracting party.
- 4.5 The delivery notes submitted to Axell along with the entrusted goods should contain information enabling efficient identification of the goods, in particular for the purposes of subsequent release of individual batches of goods (pallets) from the warehouse, in a way that allows them to be shipped to the appropriate addressee.

## **§5**

- 5.1 The contracting party shall be liable towards Axell, and possibly third parties, for the consequences of incorrect, inaccurate or incomplete data on the goods / shipment and the contracting party provided by the contracting party, contained in the documents, correspondence or provided on the shipment, for the consequences of defective packaging or loading the shipment, etc. even if the inaccuracy, incompleteness or irregularity arose without the contracting party's fault. In particular, the contracting party is obliged to reimburse Axell for the costs incurred as a result of:
  - 5.1.1 providing Axell with incorrect or incomplete data included in the orders placed or the documents or correspondence provided or included in the documents attached to the shipment (regarding, for example, its weight, dimensions or properties);
  - 5.1.2 missing, incomplete or incorrect documents required by specific provisions;
  - 5.1.3 defective condition of the shipment, lack of or improper packaging or improper performance of loading activities;
  - 5.1.4 failure to implement or improper implementation of recommendations or instructions of Axell or persons acting at the request of Axell;
  - 5.1.5 placing orders or providing instructions necessary to execute the order to persons not authorized to act on behalf of Axell.
- 5.2 Axell shall not be liable for the consequences of implementing or failing to implement additional instructions and recommendations given by the contracting party to persons who are not authorized to act on behalf of Axell.

## **PROVISION OF FREIGHT FORWARDING SERVICES**

## **§6**

- 6.1 Axell shall be obliged in particular to:
  - 6.1.1 ensure the transport of the shipment to the destination within the time limit specified in the order;
  - 6.1.2 ensure that the shipment is protected against damage or loss during transport;
  - 6.1.3 in the event of damage or missing items of the shipment - secure the goods and notify the contracting party about damage or missing items and secure the contracting party's rights in relation to third parties;
  - 6.1.4 perform other agreed activities possibly included in the order;
- 6.2 In the absence of detailed instructions from the contracting party or difficulties in obtaining them, Axell shall protect the contracting party's interests at the contracting party's expense, acting at its sole discretion in the manner most beneficial to the contracting party.

## **AXELL'S LIABILITY (FREIGHT FORWARDING SERVICES)**

## **§7**

- 7.1 Axell shall be liable for damage resulting from non-performance or improper performance of obligations under the contract concluded by Axell, unless Axell can prove that it could not prevent the damage despite exercising due diligence.

- 7.2 Acting as a freight forwarder, Axell shall be responsible for the carriers and sub-forwarders it uses to execute the order, if it is at fault in selection.
- 7.3 If Axell entrusts the carriage to carriers throughout the entire carriage or part thereof, it shall be liable for their activities as for its own, but only within the limits set out in the provisions of the Transport Law and / or the CMR Convention:
- 7.3.1 the scope of Axell's liability in the event of loss, shortage or damage to the shipment / goods may not exceed the normal value of the shipment, i.e. the cost (net, without VAT) of production or purchase of lost or damaged goods;
  - 7.3.2 if, as a result of delay in transport, there is a damage other than damage to the shipment, Axell shall be obliged to pay compensation not exceeding (limited to) double the amount of the transport charge, and in international transport up to the amount of the transport charge;
  - 7.3.3 Axell shall not be liable for damage if the loss, shortage or damage or delay in transport of the shipment arose for reasons attributable to the sender or recipient, not caused by the Axell's fault or the fault of the carrier acting on its behalf, due to the properties of the goods or due to force majeure;
  - 7.3.4 Axell shall be also exempt from liability if the loss, shortage or damage to the shipment arose for one or more of the following reasons:
    - 7.3.4.1 sending the shipment under wrong, inaccurate or insufficient name, sending items excluded from freight operations or accepted for freight operations on special conditions or failure to comply with these conditions by the sender
    - 7.3.4.2 missing, insufficient or defective packaging of items exposed in these conditions to damage due to their natural properties,
    - 7.3.4.3 particular susceptibility of items to damage due to defects or natural properties,
    - 7.3.4.4 loading, arranging or unloading items by the sender or the recipient,
    - 7.3.4.5 transport of shipments, which, according to the regulations or the contract, should be supervised, if the damage resulted from reasons that were to be prevented by the supervisor.
- If Axell proves that the loss, shortage or damage may have arisen as a result of one or more of the reasons set out in §7.3.4, it shall be presumed that the damage has resulted from them.
- 7.3.5 Axell shall not be liable for the shortage of the shipment, the weight and number of items of which the carrier has not checked when sending the shipment, if the shipment is delivered without a trace of tampering, and in the case of transport in a closed (sealed) means of transport, also with the sender's seals intact.
- 7.4 If the shipment has arrived at its destination in a packaging or transport container that is intact, closed by the sender, in particular with intact seals put by the sender, it is presumed that the damage or shortage has not occurred during transport.
- 7.5 In the case of shipments which lose weight due to their properties, Axell shall be liable only for that part of the shortage that exceeds the shortage standards established in accordance with applicable regulations or customarily accepted, unless the shortage has not been caused by reasons justifying the application of the allowable shortage standards.

## **DETERMINING THE STATUS OF SHIPMENTS. COMPLAINTS**

### **§8**

- 8.1 The condition of the shipment shall be determined by report during the transport or after its completion in order to determine the scope of possible damage or the extent of the shortage that has occurred in the period from the receipt of the shipment by the carrier until its delivery to the authorized person.
- 8.2 Axell or the carrier / forwarder acting on its behalf shall immediately check and determine the condition of the shipment at the request of the sender or recipient of the shipment, and also if they:
- 8.2.1 notice any signs of tampering with the shipment, transport container or means of transport (seals, closures, walls, floor or roof);
  - 8.2.2 assume that there is a shortage in the shipment or the shipment is damaged.
- 8.3 The sender or the recipient of the shipment may participate in checking and determining the condition of the shipment also in the event that the determination of the shipment condition does not take place at its request.
- 8.4 The shipment condition determination report (shipping damage report) should also be signed by the sender or the recipient, provided that they are involved in checking the shipment condition.
- 8.5 The shipment condition determination report should contain in particular information on:
- 8.5.1 the original condition of the shipment and its value resulting from the entries in the shipping document;

- 8.5.2 circumstances of revealing damage to the shipment or its condition different from the original condition.
  - 8.5.3 type of damage to the shipment, shipping container (packaging) or means of transport;
  - 8.5.4 the extent of damage, including losses in the quantity, weight or volume of the shipment;
  - 8.5.5 presumed time and place at which the damage to the shipment has occurred;
  - 8.5.6 presumed reasons for the lack of or damage to the shipment;
  - 8.5.7 other circumstances considered important by the parties drawing up the report.
- 8.6 The shipping damage report should be accompanied by photos that can confirm the claims against Axell in the possible complaint.
- 8.7 The claimant should also attach to it a report from the police, fire brigade or a report from other services (authority), if such a report has been drawn up.

## **§9**

- 9.1 The contracting party is the entity authorized to lodge complaints to Axell for improper performance of the ordered freight forwarding services.
- 9.2 Complaints should be lodged within 7 days (under pain of losing any claims against Axell for shortage of or damage to the shipment) from the contracting party's receipt of shipping documents from Axell or from the recipient of the shipment, including a shipping damage report, if any, and should be duly justified and documented.
- 9.3 A complaint should specify:
- 9.1.1 the date of the complaint;
  - 9.1.2 name (first name and surname) and registered office (place of residence) of the claimant;
  - 9.1.3 the grounds (basis) and justification of the complaint;
  - 9.1.4 amount of the claim separately for each shipping document (shipment);
  - 9.1.5 list of attached documents;
- and should bear the signature of the person authorized to lodge the complaint.
- 9.4 The complaint should be accompanied by copies of the documents relating to the conclusion of the contract of carriage, certified by the claimant, in particular the waybill, the shipping damage report drawn up in accordance with §8.5 and §8.6, as well as originals of other documents indicating the grounds for and justifying the claim and its amount.
- 9.5 Complaints should be lodged on the website [www.axell-group.com/pl/](http://www.axell-group.com/pl/) or sent by e-mail to the following address: [reklamacje.logistics@axell.pl](mailto:reklamacje.logistics@axell.pl).
- 9.6 If the lodged complaint does not meet the conditions referred to in section 3 and section 4, Axell shall call on the claimant to remedy the deficiencies within 14 days from the date of receipt of the request, and may also request the originals of the documents sent to be submitted within this period, with the instruction that in the event of failure to remedy the deficiencies within this period, the complaint will not be considered. If the deficiencies in the complaint are remedied within the time limit set by Axell, the date of lodging the complaint shall be the date of receipt by Axell of documents or information remedying the deficiencies.
- 9.7 Axell shall respond to the complaint within 30 days from the date of its lodging, taking into account the provisions of section 9.6 above.

## **STORAGE (WAREHOUSING) OF GOODS**

### **§10**

- 10.1 Goods handed over to Axell for storage should be marked with the numbers or names of individual items (assortments) and the number of collective packaging on each pallet. The delivery notes provided together with the entrusted goods should contain information enabling the unambiguous identification of the goods according to the item numbers, in particular for the purposes of subsequent release of individual batches of goods from the warehouse and their shipment to the addressees.
- 10.2 Upon receipt of goods, Axell shall be obliged to check only the quantity and external condition of collective packaging of the goods received and to identify them on the basis of external labelling.
- 10.3 Axell shall be liable for damage and shortage of goods arising during the period from their acceptance to release from the warehouse, excluding shortage found in intact collective packaging as well as shortage or damage resulting from the nature of the goods or attributable to the contracting party or the persons acting on its behalf. The basis for determining the value of any damage suffered by the contracting party (caused by a shortage of goods) shall be the difference between the value of the identified shortage reduced by the total value of the identified surplus of other goods stored in Axell's warehouse, determined on the basis of the inventory carried out together with the depositor.

- 10.4 The value of the goods for the purposes of determining the value of damage resulting, among others, from damage to goods or their shortage or surplus, shall be the cost (net, excluding VAT) of their production or purchase by the depositor or the contracting party, and the possibility of mutual compensation of the value of shortage and surplus shall apply to all assortments (types) of missing goods and surplus goods stored by the depositor.
- 10.5 The value of the damage determined pursuant to the provisions of section 10.3 and section 10.4 shall exhaust the depositor's claims against Axell.

## **PALLET TRAFFIC RULES**

### **§11**

- 11.1 Axell shall keep a register of the traffic of europallets delivered to it by its contracting parties and by the recipients of the goods (the contracting parties' customers). The register shall be kept only for flat wooden europallets that meet the criteria (requirements) specified in the UIC 435-2 card (PN-M-78216) available at [www.axell-group.com/pl/](http://www.axell-group.com/pl/) manufactured by units with UIC qualifications, classified as EUR or EPAL (hereinafter referred to as the PALLETS) and then returned to the contracting party by Axell.
- 11.2 Every week, Axell shall return to the contracting party 50% of the pallets delivered to Axell in the previous week (from previous Monday to Sunday).
- 11.3 By the 17th day of each month, Axell shall submit to the contracting parties a report on the traffic of pallets in the previous month, and by the last day of the month, Axell shall return the pallets to the contracting party in the quantity equal to the difference between the quantity returned in accordance with section 11.2 above and the quantity actually received by Axell from the contracting party in the previous month; subject to section 11.5 and section 11.6. In the case of contracts imposing on Axell the obligations set out in section 11.9 below, the report shall be submitted to the contracting parties by the 10th, and the pallets shall be returned by the 20th of the following month.
- 11.4 In the event of failure to perform the Axell's obligation specified in section 11.3, the contracting party may charge Axell with the value of the unreturned pallets at the price for each unreturned pallet agreed in the contract concluded by the parties, but not earlier than after the ineffective expiry of an additional, not shorter than 7-day period for the return of the pallets, specified in the contracting party's written request.
- 11.5 3% of the number of pallets (rounded up to one pallet) delivered to Axell in a given month may be subject to natural wear / damage; thus, the number of pallets in circulation that must be accounted for by Axell is automatically reduced by 3% at the end of each calendar month.
- 11.6 The number of pallets in circulation that must be accounted for monthly by Axell shall equal the number of pallets received from the contracting party in the previous month, less:
- 3% in accordance with section 11.5 above;
  - the number of pallets returned to the contracting party by Axell;
  - the number of pallets not returned to the carriers by the recipients of the shipments with the goods (the contracting party's customers),
  - the number of pallets covered by the pallet receipts referred to in section 11.8;
- 11.7 The contracting party's customers (recipients of their goods) shall be obliged to make legible entries in the waybill about the return of the pallets to the carrier or to confirm the entries made by the carriers with their signature; in the absence of an entry / signature of the recipient, the pallets shall be considered not returned by the recipient and they shall reduce the number of pallets in circulation in accordance with section 11.6 above.
- 11.8 If the contracting party's customer (recipient of the goods) fails to provide replacement pallets upon receipt of the goods, Axell, at the recipient's request, shall collect a pallet receipt from the recipient, specifying the number of pallets that the recipient of the goods should return to the contracting party. Pallet receipts shall be attached to the report referred to in section 11.3.
- 11.9 For an additional remuneration agreed in the contract, Axell may assume the obligation to return to the contracting party all pallets received from it, with the exception of only 3% in accordance with section 11.5 above. Axell may assume this obligation only towards contracting parties for whom it provides services related to the transport of groupage shipments of no more than 10 pallets.

## **REMUNERATION**

### **§12**

- 12.1 Axell's remuneration shall be determined in contracts concluded with contracting parties and in accordance with the provisions of §13 below.
- 12.2 The seizure, forfeiture (confiscation) or other acts of the authorities relating to the shipment shall not affect Axell's claims against the contracting party, provided that they were not caused by Axell's negligence.
- 12.3 Axell may make the execution of an order conditional on the advance payment of expenses related to the order execution (e.g. freight charges, port charges, customs duties, etc.), as well as make further execution of the order conditional on the immediate reimbursement of expenses already incurred.
- 12.4 In the absence of an agreement specifying otherwise or if the payment date is not specified in the invoice, Axell's receivables shall be settled within 7 working days from the delivery of the invoice issued by Axell to the contracting party.
- 12.5 Placing an order to Axell on behalf of a third party shall not release the contracting party from the obligation to pay the amount due in connection with the execution of the order.
- 12.6 In the event of termination of the order without Axell's fault, Axell shall be entitled to remuneration for the activities already performed and reimbursement of expenses incurred, as well as to demand compensation for any damage incurred as a result of the order termination.

**DETERMINING THE AMOUNT OF REMUNERATION FOR FREIGHT FORWARDING SERVICES**

**§13**

The amount of the Axell's remuneration rates for services including the transport of goods provided each month shall be determined on the basis of:

- 13.1 base remuneration rate
- 13.2 fuel cost adjustment factor
- 13.3 road surcharge
- 13.4 shipment weight

**BASE REMUNERATION RATE**

The base rates for the Axell's remuneration for the provision of services including transport specified in the contracts concluded by Axell shall be the rates calculated on the basis of THE BASE PRICE OF DIESEL FUEL which is the average wholesale price of 1 m<sup>3</sup> of diesel fuel at PKN Orlen [EKODIESEL] at a temperature of 15°C in December 2010 (PKN Orlen website <http://www.orlden.pl>) in the amount of PLN 3,591.29 net.

**FUEL COST ADJUSTMENT FACTOR**

The Axell's actual base remuneration rates shall depend on current fuel prices and shall be determined on a calendar month basis according to the following rules:

- ✓ If the average wholesale price of diesel fuel in the month preceding the month for which the Axell's remuneration rate is determined is 5% or a multiple of 5% (i.e. 10%, 15% or 25% etc.) higher than the base price of diesel fuel, the base remuneration rates for transport services agreed in the contract shall be automatically adjusted on the first day of a given month by the fuel cost adjustment factor in accordance with the table below.
- ✓ The fuel cost adjustment factor is 1.75% for every 5% change in the diesel fuel price above the base price and results from the share of fuel costs in the costs of services offered by Axell. The fuel cost adjustment factor may change as the cost structure changes.

RANGE	PERCENTAGE CHANGE IN THE PRICE OF 1 LITRE OF EKODIESEL (WWW.ORLEN.PL)		FUEL PRICE		% CHANGE IN AXELL REMUNERATION RATES
	FROM	TO	FROM PLN/M <sup>3</sup>	TO PLN/M <sup>3</sup>	
-4	-19,99%	-15,00%	2873,39	3052,95	-5,25%
-3	-14,99%	-10,00%	3052,96	3232,51	-3,50%
-2	-9,99%	-5,00%	3232,52	3412,07	-1,75%
-1	-4,99%	0,00%	3412,08	3591,29	0,00%
0	0,00%	0,00%	3591,29	3591,29	0,00%

1	0,00%	4,99%	3591,29	3770,50	0,00%
2	5,00%	9,99%	3770,51	3950,06	1,75%
3	10,00%	14,99%	3950,07	4129,62	3,50%
4	15,00%	19,99%	4129,63	4309,19	5,25%
5	20,00%	24,99%	4309,20	4488,75	7,00%
6	25,00%	29,99%	4488,76	4668,32	8,75%
7	30,00%	34,99%	4668,33	4847,88	10,50%
8	35,00%	39,99%	4847,89	5027,45	12,25%
9	40,00%	44,99%	5027,46	5207,01	14,00%
10	45,00%	49,99%	5207,02	5386,58	15,75%
11	50,00%	54,99%	5386,59	5566,14	17,50%
12	55,00%	59,99%	5566,15	5745,70	19,25%
13	60,00%	64,99%	5745,71	5925,27	21,00%
14	65,00%	69,99%	5925,28	6104,83	22,75%
15	70,00%	74,99%	6104,84	6284,40	24,50%
16	75,00%	79,99%	6284,41	6463,96	26,25%
17	80,00%	84,99%	6463,97	6643,53	28,00%
18	85,00%	89,99%	6643,54	6823,09	29,75%
19	90,00%	94,99%	6823,10	7002,66	31,50%
20	95,00%	99,99%	7002,67	7182,22	33,25%
21	100,00%	104,99%	7182,23	7361,79	35,00%
22	105,00%	109,99%	7361,80	7541,35	36,75%
23	110,00%	114,99%	7541,36	7720,92	38,50%
24	115,00%	119,99%	7720,93	7900,48	40,25%
25	120,00%	124,99%	7900,49	8080,05	42,00%

The **current value of the fuel cost adjustment factor** is given on the Axell website at [www.axell-group.com/pl/](http://www.axell-group.com/pl/)

#### ROAD SURCHARGE

The road surcharge results from the introduction of mandatory electronic toll for using road infrastructure in Poland from 1 July 2011 - travel on public roads by vehicles with a permissible total weight of over 3,5 t, in accordance with the provisions of the Regulation of the Council of Ministers of 22 March 2011 (*on national roads or their sections subject to electronic toll collection and the electronic toll rates*) and the fees paid by Axell for using concession motorways, applied by the concession motorway operators.

The amount of the road surcharge shall be updated in line with changes in the amount of the electronic toll or fees for using concession motorways, as well as with the increase (expansion) of the national road network subject to the electronic toll collection and payable motorways network. A change in the road surcharge may also result from a change in the way Axell calculates its amount.

- **The current rates** of the road surcharge for the transport of groupage and partial shipments, i.e. including up to 20 europallet places (1.20 x 0.80 x 1.80 m) and with weight up to 13200 kg (actual or calculated) for groupage and partial shipments are available on the Axell website [www.axell-group.com/pl/](http://www.axell-group.com/pl/)
  - A road surcharge in the following amount shall be added to the remuneration for the transport of shipments with more than 20 pallet places or exceeding 13200 kg of actual or calculated weight (full truckload service):
    - a toll for using roads covered by the viaToll system, collected by the General Directorate for National Roads and Motorways (possibly special purpose road companies or another operator of the electronic toll system) calculated on the basis of the viaToll calculator ([www.viatoll.pl/](http://www.viatoll.pl/)):
      - for the fastest (main road) route to the destination
      - according to the rates provided for the Euro 3 emission limit class vehicles, in accordance with the executive regulations to the Act of 21 March 1985 on public roads;
- and

- a cost of using concession motorways not covered by the viaToll system, determined on the basis of the rates applied by the concession motorway operators, available on their websites.

#### DETERMINING THE WEIGHT OF THE SHIPMENT

The Axell's remuneration rate for transport services is determined depending on the weight of the shipment, **which is taken to be the higher of the two weights:**

- ✓ actual weight
- ✓ calculated weight - determined by applying the following conversion factors

1 running metre	=	250 kg
1m <sup>3</sup> (cubic metre)	=	330 kg 1 epl (europallet)
	=	0.4 ldm (660 kg)
1 ldm (loading meter)	=	1650 kg

#### CALCULATION OF REMUNERATION FOR TRANSPORT SERVICES (**WP**)

1. determining the base remuneration for transport (**WZ**) by increasing / reducing the BASE RATE of remuneration (**SB**) by FUEL COST ADJUSTMENT FACTOR (**KP**)
2. increasing the base remuneration (**WZ**) by ROAD SURCHARGE (**DD**):

according to the following formula:

$$\begin{aligned} SB + KP &= WZ \\ WZ + DD &= \mathbf{WP} \end{aligned}$$

#### ADDITIONAL REMUNERATION (**WD**)

If Axell has received an order for additional services or if the parties have agreed that the transport or other services should be performed under certain conditions or at a specified time, Axell shall be entitled to additional remuneration in the amount specified in the contracts concluded by Axell with individual customers.

The Axell's final remuneration (**WO**), including the remuneration for the agreed additional services, shall be determined according to the following formula:

Remuneration for transport (**WP**) + remuneration for the agreed additional services (**WD**) = **WO**

For example:

	WP = PLN 100	
Agreed additional services, e.g.:		
season surcharge:		= 8 % WP
delivery to retail chains:		= 12 % WP

Axell's final remuneration:

$$\begin{aligned} \mathbf{WO} &= WP + 8\%WP + 12\%WP = 120\% WP \\ 100 \text{ zł} + 8 \text{ zł} + 12 \text{ zł} &= 120 \text{ zł} \end{aligned}$$

#### LIEN

##### §14

In order to secure claims for its remuneration and other receivables arising from transport and / or freight forwarding orders, as well as to secure such claims due to previous forwarders and carriers, Axell has a statutory lien on the shipment as long as the shipment is with it or the person holding the shipment on its behalf or as long as Axell can dispose of the shipment by means of documents. Axell has also a statutory lien to secure claims relating to the storage of third party goods in the Axell's warehouses.

#### ADDITIONAL PROVISIONS

## **§15**

- 15.1 Obstacles beyond the control of Axell or another person acting on its behalf (including legal acts issued by authorized bodies, effects of the natural elements, general strikes, etc.) preventing the performance of all or part of the Axell's obligations shall release Axell from liability for timely execution of orders for the duration of these obstacles.
- 15.2 Axell must immediately notify the contracting party of the above-mentioned obstacles. If the duration of these obstacles is excessively prolonged, Axell shall be entitled to withdraw from the contract (execution of a specific order), even if it has already been partially executed. Prior to withdrawing from the contract, Axell shall be obliged to secure the shipment and perform, in agreement with the contracting party, activities securing its interests.
- 15.3 If Axell withdraws from the contract for the above-mentioned reasons, Axell shall be entitled to reimbursement of expenses incurred in connection with the order execution and an appropriate part of the remuneration for activities already performed.

## **FINAL PROVISIONS**

## **§16**

- 16.1 With regard to the services provided by Axell, the application of the general terms and conditions of purchase (use of services) possibly applied by Axell's customers shall be excluded.
- 16.2 Should Axell introduce changes to these GTCS, they shall be binding upon Axell's customers from the effective date of their amendment, subject to section 16.3.
- 16.3 With regard to Axell's customers bound by a cooperation agreement with Axell (agreement for provision of logistics services by Axell):
  - 16.3.1 The GTCS shall enter into force one month from the date of notifying individual customers about the change.
  - 16.3.2 if the customer does not accept the changes, the customer shall be entitled to terminate the contract with one month's notice before the end of the one month period mentioned in section 16.3.1.
  - 16.3.3 in the case of contracts for the storage of goods concluded for a definite period, the changes to the GTCS shall be valid subject to the customer's consent;
- 16.4 Unless the parties agree otherwise, the contracts concluded by Axell shall be governed by the laws of Poland.
- 16.5 In the absence of a different agreement, disputes arising from the contract concluded by Axell shall be examined by the Polish commercial court of law competent for the Axell's registered office; however, this shall not deprive Axell of the right to pursue its claims before the court competent for the defendant's registered office.