

General Terms & Conditions of Service for road freight forwarding

Version 2026 01

Kuehne + Nagel Sp. z o.o., having its registered office in Gądkki, ul. Spedycyjna 1, 62-023, Gądkki near Poznań, hereinafter referred to as “the Freight Forwarder”, provides road freight forwarding services for their clients, hereinafter referred to as “the Customers”, on the basis of the following general conditions:

1. Within the scope of their business activities, the Freight Forwarder provides services in the field of organising land transport. The organisation of the transport will consist in particular in the selection of the carrier to carry out the transport and the conclusion of the contract of carriage with them on behalf of the Freight Forwarder themselves but on behalf of the Customer.
2. Organisation of particular services will be based on detailed forwarding orders sent by the Customer to the Freight Forwarder, by means of the “myKN Booking” website application. Forwarding orders submitted using the “myKN Booking” application do not require confirmation from the Freight Forwarder to be valid. For a detailed procedure for the conclusion of forwarding contracts, please refer to the myKN ordering manual available on the website: [Customer Zone, important documents and forms](#)
3. For an additional fee agreed with the Freight Forwarder, the Customer can submit forwarding orders, by filling in the Forwarding Order form and sending to the Freight Forwarder, according to the specimen available on the following website: [Customer Zone, important documents and forms](#)
A forwarding order received by the Freight Forwarder by means of the form requires confirmation by the Freight Forwarder or a person authorised by them, to become valid. Confirmation is effected by the Freight Forwarder sending the acceptance of the order to the Customer in documentary form under pain of nullity.
4. Other forms of submitting forwarding orders to the Freight Forwarder than those mentioned under sections 2 and 3 above are only possible after a written contract signed between the Parties under pain of nullity.
5. In each case, a submitted forwarding order should contain a reference to the number of the forwarding offer it pertains to. Failure to enter a quotation number may lead to a delay in concluding the contract and, consequently, to a delay in the commencement of the order for reasons attributable to the Customer.
6. All modifications and additions to the forwarding contract concluded in accordance with the General Terms & Conditions of Service as well as its termination and withdrawal from the contract must be made in documentary form under pain of nullity. A request by the Customer for a change in the provisions of the Contract such as the date of loading, unloading, the type of means of transport or any other relevant provisions of the Contract should be submitted to the Freight Forwarder in writing under pain of nullity. Any costs that may arise as a result of such actions will be the responsibility of the Customer. The Freight Forwarder is entitled to refuse the request.
7. The time of scheduled delivery does not include the waiting time for crossing the border and the time for export and import customs formalities, irrespective of who is responsible for these formalities. The Freight Forwarder is not obliged to inform the Customer of the current progress of the contract, but is obliged to provide such information at the Customer's request.
8. The Customer has all the obligations incumbent on the shipper under the law. In particular, the Customer undertakes to:
 - a) properly issue the order, containing all the information necessary for the proper performance of the service, including, in particular, the type of shipment, its parameters, classification and characteristics, method of loading, unloading, carriage and possible reloading,
 - b) ensure adequate preparation of the consignment for transport, including ensuring packaging, distribution, and labelling and marking of the goods in accordance with the applicable regulations and the characteristics of the goods; in particular, the packaging should be adequately closed, preventing access to the contents of the consignment by unauthorised persons, and adequately robust in accordance with the weight of the contents of the consignment, have internal protection to prevent the contents of the consignment from moving, and markings indicating the special character of the consignment, such as: “Fragile. Handle with care”, “Up/Down” (such labelling must be attached by the consignor before loading);
 - c) mark transport units where stacking of other transport units is prohibited,
 - d) ensure proper loading and unloading of the consignment, including proper stowage of the consignment in the vehicle in such a way as to enable its proper carriage and to ensure that it does not damage other consignments during transport and that it can be delivered without loss or damage to the consignee,
 - e) fill in the consignment note correctly or check the correctness of the electronic consignment note on the mobile device and indicate the need to modify it, if an electronic consignment note is used for the transport in question
 - f) provide the Freight Forwarder with all documentation, authorisations and information necessary for the performance of the service in accordance with the order and all applicable regulations, including in particular the relevant customs documentation, and documentation and information relating to UIT shipments.
 - g) in the case of a shipment to or from Bulgaria, provide information to the Freight Forwarder at the stage of placing an order or requesting a transport quotation as to whether it is subject to the provisions of the so-called High Fiscal Risk Act, the Code of Tax Procedure and Ordinance H-5/29.09.2023 on the conditions and procedure for fiscal control of the movement of goods with a high fiscal risk in Bulgaria, whereby Kuehne+Nagel does not handle shipments covered by the aforementioned regulations in the groupage network.

Kuehne + Nagel Sp. z o.o.
ul. Spedycyjna 1
PL 62-023 Gądkki (near Poznań)

e-mail: info.poznan@kuehne-nagel.com
website: <http://www.kuehne-nagel.pl>

share capital
PLN 14,868,550.00

NIP: 779-24-29-566
REGON: 361063720

000040559

BDO number:

- h) In the case of consignments containing lithium-ion batteries (including in appliances or packaged with appliances), classified under the provisions of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) (OJ L of 2025, item 642, as amended) under numbers 3480 and 3481, lithium metal batteries (including in appliances or packaged with appliances), classified under numbers 3090, 3091, lithium ion battery vehicles, classified under number 3556, lithium metal battery vehicles, classified under number 3557, and consignments containing cells and batteries shipped on special exemption SP188, in accordance with section 3.3. of European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR) to make available to the Freight Forwarder, prior to sending the order, the specification of the goods, including, inter alia, the capacity and the level of charge of the batteries and whether the batteries are new or used. Among others information called "Summary test 38.3".
- i) In the case of a consignment requiring handling in the SENT system, i.e. subject to the provisions of the Act of 9 March 2017 on the monitoring system of road and rail transport of goods and trade in heating fuels, at the stage of placing an order or applying for a transport offer, information whether it is subject to the provisions of the aforementioned Act, and in the case of acceptance by the Freight Forwarder of an order concerning such a consignment for execution, provide the Freight Forwarder with all documentation, permits and complete and true information necessary for the performance of the service in accordance with the order and all applicable regulations, and perform all duties that are incumbent on the Customer under the applicable regulations, both as the consignor or the consignee of such a consignment
- j) ensure that the consignment handed over for transport complies with the order and the documentation provided,
9. The Freight Forwarder reserves, without having to justify his or her position, the right to refuse to accept for execution
- an order requiring the handling of a consignment in the SENT system - subject to the provisions of the Act of 9 March 2017 on the monitoring system for road and rail transport of goods and trade in heating fuels
 - concerning the handling of the consignment described in item 8 h) - having seen the complete specifications of the consignment, including the capacity and level of charge of the battery, etc.
10. The Freight Forwarder has the right to refuse service in respect of goods which may constitute a danger to other objects or persons and in respect of goods which are liable to perish or expire rapidly
11. The Customer shall be fully liable on a strict liability basis for damage caused to the Freight Forwarder and third parties as a result of:
- providing the Freight Forwarder, both in the order and in other correspondence or documents, with inaccurate, incomplete or incorrect data, especially with regard to the quantity, weight, dimensions and characteristics of the consignment and its packaging as well as the following information;
 - ADR shipments according to the ADR Convention, including in particular those indicated in item 8 h) of the General Terms & Conditions of Service
 - consignments in the SENT system,
 - UIT consignments,
 - shipments that are subject to the provisions of the law on so-called high tax risks, the Code of tax procedure and Regulation H-5/29.09.2023 on the conditions and procedure for carrying out fiscal control of the movement of goods with high fiscal risk in Bulgaria;
 - incorrect completion of the consignment note;
 - inadequate packaging of the consignment;
 - the characteristics of the consignment, including in particular those indicated in item 8 h) of the General Terms & Conditions of Service;
 - loading operations, in particular loading, unloading and stowage of the consignment;
 - delays in loading or unloading the consignment;
 - no consignment on loading;
12. The Customer is obliged to refuse loading and immediately inform the Freight Forwarder if it is established that the rolling stock does not meet the conditions of the concluded forwarding contract, is not suitable for the carriage of the cargo in question, and when the condition of the rolling stock does not adequately protect the cargo against loss or damage. In the event that loading is carried out by an entity other than the Customer, the Customer shall inform and enforce against such entity the obligation described above. The consequences of failing to comply with the above obligations shall be borne by the Customer.
13. The Customer is obliged to refrain from directly contracting transport services to hauliers performing transport for the Customer on the basis of contracts concluded with the Freight Forwarder. The aforementioned prohibition applies to carriers whose data is included in the transport documents related to the execution of this order, as well as to those carriers in relation to which the Customer has knowledge that they carry out transports on his behalf based on contracts concluded with the Freight Forwarder.
14. Both, personal Acts of the Customer as well as Acts of entities linked to him personally or by equity, shall be deemed to be a breach of the obligation referred to in item 13.
15. A person with a personal or capital relationship with the Customer is deemed to be:
- any entity holding more than 10% of the shares in the capital of the Customer;
 - any entity in which the Customer holds more than 10% of the shares;
 - entities which, together with the Customer, are partners in a partnership;

Kuehne + Nagel Sp. z o.o.
ul. Spedycyjna 1
PL 62-023 Gądko (near Poznań)

e-mail: info.poznan@kuehne-nagel.com
website: <http://www.kuehne-nagel.pl>

share capital
PLN 14,868,550.00

NIP: 779-24-29-566
REGON: 361063720

000040559

BDO number:

- entities that are partners with a Customer that is a partnership;
 - members of the organs of a Customer that is a capital company;
 - ascendants and descendants, siblings, and affinities to the first degree of the Customer, as well as any of the entities described above.
16. The Freight Forwarder shall act in its own name but on behalf of the Customer. The Freight Forwarder is obliged to transfer to the Customer, at their request, all rights which the Freight Forwarder has obtained for them in the course of the performance of the forwarding contract.
 17. The Freight Forwarder is not obliged to assert claims against third parties for the benefit of the Customer itself or to take steps to suspend or interrupt the period of limitation for these claims.
 18. The Freight Forwarder shall be entitled to order the performance of services to third parties (sub-contractors), without a written consent of the Customer.
 19. In the absence of clear, sufficient and viable instructions or special instructions in the order, the Freight Forwarder shall have a free choice of the time, shipping method, type of carriage and fares. The Freight Forwarder shall in all cases take into account the welfare of the goods and the interests of the Customer.
 20. The Freight Forwarder is not obliged to verify whether the carriage in question requires additional documents or authorisations and whether the documents submitted are correct.
 21. In the absence of any stipulation to the contrary in the contract, the Freight Forwarder is not obliged to include in the contract of carriage with the carrier a declaration of the value of the consignment or a declaration of special interest in its delivery in order to extend the liability of the carrier.
 22. The Freight Forwarder is entitled to check whether the data presented to him or her in the order, such as the address of the consignee, the consignor, the place of loading, the indicated dates of pick-up and delivery, are correct and complete, but is not obliged to do so.
 23. The Freight Forwarder shall provide road forwarding services only at locations to which access is provided by public roads of a standard that allows safe passage by typical trucks or vans.
 24. The Freight Forwarder is entitled to verify the authenticity of signatures and authority of persons signed on orders, notices, transfers, remittances or other documents, but it is not his or her duty to do so.
 25. The Freight Forwarder is not responsible for the consequences of additional instructions given by the Customer directly to other parties involved in the execution of the order.
 26. In the absence of any objections from the Customer, the Freight Forwarder may execute the order together with other orders, treating the goods entrusted to him as FCL or LCL.
 27. Unless the Freight Forwarder expressly declares otherwise in writing under pain of nullity, he is not the contractual carrier in this contract and his details should therefore not be included in the consignment note. Any entry of the Freight Forwarder in the consignment note which does not comply with the provisions of this section shall not affect his liability. Neither does the provision of consignment details and loading and unloading locations by the Customer to the Freight Forwarder affect the nature of the contract between the parties.
 28. The Carrier acting on behalf of the Freight Forwarder may refuse to organise the carriage of items whose condition is defective or whose packaging is inadequate or lacks adequate packaging.
 29. An acknowledgement of receipt of the consignment given by the consignee without specific comments in the form of an entry in the transport documents as to the quantity and quality of the consignment implies acceptance by the consignee in the condition and quantities indicated in the transport documents.
 30. The Freight Forwarder shall be liable on the basis of an attributable failure for damage, including the liability for damage for selection which could arise in connection with the activities of the Freight Forwarder, as a normal consequence of acts or omissions, in accordance with the FIATA Model Rules for Freight Forwarding Services and their addendum, subject to the following provisions:
 - a) the Freight Forwarder's liability is limited to the amount indicated in the FIATA Model Terms and Conditions of Freight Forwarding and their addendum, the text of which is available on the website: [Customer Zone, important documents and forms](#) The Customer shall be entitled to claim damages, irrespective of whether the basis for the claim is a contract or a tort, except where mandatory legal provisions stipulate otherwise;
 - b) the Freight Forwarder shall not be liable for indirect or consequential losses or damage, and for the benefits which the Customer could have achieved, if no damage had been done to it;
 - c) The Freight Forwarder shall not be liable for any public charges incurred as a result of the loss, partial loss or damage to the consignment, in particular duties, taxes and administrative penalties.
 - d) The limitations provided for in sections 8.3.1 and 8.3.2 of the FIATA Model Terms and Conditions of Freight Forwarding shall also apply mutatis mutandis to situations of non-performance or improper performance by the Freight Forwarder of its obligation to indemnify or assign to the Customer the claims to which the Freight Forwarder is entitled against those responsible for damage resulting from loss, partial loss or damage to the consignment as well as delay in delivery.
 31. In the situation when, within the framework of the forwarding contract, the Freight Forwarder performs activities connected with arranging carriage and making customs declarations as a direct or indirect Officer within the meaning of the EU customs law, he or she renders these services exclusively on the basis of data, documents and information provided by the Customer. The Freight Forwarder shall not be obliged to examine, control or verify the truthfulness, correctness, completeness or legality of the data and documents received from the Customer, nor to audit them, or to carry out technical, tariff or legal analyses, unless otherwise stipulated by mandatory legal provisions. Unless the Parties conclude a separate contract in writing, the Freight Forwarder's activities do not constitute tax, customs or

Kuehne + Nagel Sp. z o.o.
ul. Spedycyjna 1
PL 62-023 Gądkki (near Poznań)

e-mail: info.poznan@kuehne-nagel.com
website: <http://www.kuehne-nagel.pl>

share capital
PLN 14,868,550.00

NIP: 779-24-29-566
REGON: 361063720

000040559

BDO number:

Kuehne + Nagel Sp. z o.o., with its registered office in Gądkki is registered in the District Court Poznań – Nowe Miasto and Wilda in Poznań, 9th Commercial Division of the National Court Register, under number 0000549292. Kuehne + Nagel Sp. z o.o. is a freight forwarder conducting business in accordance with FIATA Model Rules for Freight Forwarding Services together with an addendum, the text of which is available on the following website: <http://www.kuehne-nagel.pl>

- legal advice and all decisions regarding the classification of goods, determination of customs value and use of tariff preferences are taken by the Customer at their sole responsibility.
32. In such a situation, the Customer shall be solely and fully responsible for the truthfulness, completeness, reliability, timeliness and compliance with the applicable legal provisions of any information, documents, statements and translations thereof provided to the Freight Forwarder, in particular concerning:
 - a) the nature, composition, characteristics and intended use of the goods;
 - b) tariff classification (CN/TARIC);
 - c) customs value and the basis for its determination;
 - d) country of origin and country of dispatch;
 - e) the customs status of the goods;
 - f) compliance with regulatory requirements (including permits, certificates, licences, phytosanitary, veterinary, compliance documents, etc.);
 33. Failure by the Freight Forwarder to object to the documents transmitted does not imply acceptance of them or assumption of responsibility for their contents. To the fullest extent permitted by law, the Freight Forwarder's liability for any consequences arising from the supply of false, incomplete, out-of-date or incorrect data and documents by the Customer is excluded.
 34. For performing their services, the Freight Forwarder will receive remuneration in the amount agreed upon in writing, in one-off orders accepted by the Freight Forwarder or offers of the Freight Forwarder accepted by the Customer. Unless otherwise agreed, the Freight Forwarder's remuneration shall include the costs of carriage tendered to the carrier (the freight) for the account of the Customer, the costs of arranging the carriage, the costs of additional orders of the Customer and the Freight Forwarder's margin.
 35. The remuneration set out in this contract shall be due to the Freight Forwarder irrespective of whether the contract of carriage has been fulfilled, if the acts of the Freight Forwarder have resulted in its conclusion.
 36. The Customer shall be obliged to cover all additional costs connected with the carriage not foreseen at the stage of concluding the contract, the necessity for which arose for reasons attributable to the Customer.
 37. If, for reasons attributable to the Customer, the execution of the full truck load contract is delayed, i.e. in particular delays in loading or unloading the consignment or prolongation of customs formalities, the Customer will be obliged to pay the Freight Forwarder a contractual penalty of EUR 200 for each 24 hours of delay. In the event of line downtime of an international car in the UK direction, the Customer shall pay to the Freight Forwarder a contractual penalty of GBP 350 for each 24 hours of downtime.
 38. In the case of a groupage contract, the service price includes 30 minutes for loading or unloading. For any vehicle downtime not caused by the Freight Forwarder during loading, unloading or resulting from the extension of customs formalities beyond 30 minutes, the Freight Forwarder reserves the right to charge an additional fee for each additional 30 minutes started beyond the first 30 minutes included in the price. Charges according to item 40.
 39. The Freight Forwarder applies a number of add-ons to the freight price. These consist of general allowances and additional charges. The current rates for the aforementioned surcharges are always published in the Customer Zone: [Additional fees and services](#) The Customer declares that he or she has familiarised themselves with the contents of these additional charges. The Customer shall not be entitled to commence execution of the order without first becoming aware of the aforementioned additional charges.
 40. The Freight Forwarder offers a number of additional services requiring them to be ordered by the Customer. Always up-to-date fees for additional services are published in the Customer Zone: [Additional services in the Kuehne+Nagel groupage network](#) The Customer declares that he or she has familiarised himself with the contents of these additional services. The Customer shall not be entitled to commence execution of the order without first becoming aware of the aforementioned additional services.
 41. The Freight Forwarder reserves the right to unilaterally update the tables of fees and additional services published on the website. The Customer declares that he has read the current terms and conditions and accepts their content.
 42. The rates of remuneration paid to the Freight Forwarder do not include VAT. This tax will be added in the amount specified in the regulations in force on the date of issuing the invoice.
 43. All fees, including shipping fees, surcharges, and other applicable costs, are calculated based on the rates in effect on the date the service is performed. The date of service is deemed to be the date of delivery of the shipment to the recipient, regardless of the date of shipment or the date of conclusion of the contract, acceptance of offers, or order. In the event of a change in rates during the service, the rates in effect on the date of delivery shall apply.
 44. Payment of the remuneration shall be made by bank transfer to the bank account specified in the invoice issued by the Freight Forwarder, on the date indicated therein.
 45. If an entity other than the Customer is indicated as the payer in the order, the Customer ensures the execution of the payment by this entity. In the event of non-payment by the payer within the period specified in the accounting document, the Customer undertakes to pay the arrears within 3 working days of receipt of the summons together with the relevant accounting document.
 46. Should the Customer delay making any payment, the Freight Forwarder shall be entitled to statutory interests which shall be calculated from the date on which the payment was to be made, until the date it is finally made, regardless of other rights.
 47. Unless otherwise agreed between the Parties, the fees indicated in this Forwarding Order in a currency other than Polish zloty (PLN) will be converted into Polish zloty (PLN), taking into account the exchange rate agreed in freight orders accepted by the Freight Forwarder or offers of the Freight Forwarder accepted by the Customer. If no such

Kuehne + Nagel Sp. z o.o.
ul. Spedycyjna 1
PL 62-023 Gądkki (near Poznań)

e-mail: info.poznan@kuehne-nagel.com
website: <http://www.kuehne-nagel.pl>

share capital
PLN 14,868,550.00

NIP: 779-24-29-566
REGON: 361063720

000040559

BDO number:

arrangements have been made, the Freight Forwarder applies the conversion rate, in accordance with the applicable law.

48. The Customer shall not be entitled to set off its receivables against the Freight Forwarder's receivables.
49. Without the prior written consent of the Freight Forwarder, the Customer is not entitled to transfer (assign) his or her claims against the Freight Forwarder under the concluded contract to another party or to make an offer to conclude such a contract.
50. The scope of this Contract does not cover insurance of goods for the duration of transport (cargo insurance).
51. Any amendments and supplements to these General Conditions shall not be valid, unless documented.
52. With regard to these terms and conditions, the application of Article 68¹ of the Civil Code is excluded and the offer to conclude a contract on these terms and conditions may only be accepted without reservations. The Customer may not accept an offer on condition or subject to a time limit.
53. Any general contractual terms and conditions used by the Customer shall not apply, and their application shall be excluded, by accepting these General Conditions.
54. In matters not regulated by this Contract, the provisions of the FIATA Model Rules for Freight Forwarding Services, together with their addendum, and the relevant provisions of Polish law shall apply, excluding the conflict-of-law rules of international private law.
55. All disputes arising out of or in connection with this Contract shall be settled by the common court of factual jurisdiction in Poznań, but in the case of a district court, the competent court shall be the District Court in Poznań - Stare Miasto in Poznań.
56. The Customer declares that:
 - a) He or she has read these Terms of Service, accepts them and undertakes to comply with them;
 - b) He or she has familiarised themselves with the FIATA Model Forwarding Rules and their addendum, the text of which is available on the website: [Customer Zone, important documents and forms](#), accepts them and undertakes to comply with them;
 - c) they accept the fact that these General Conditions together with the Freight Order or the Offer, and the FIATA Model Rules for Freight Forwarding Services together with their addendum, constitute a forwarding contract between the Customer and the Freight Forwarder;
57. According to Article 13 (1) and (2) 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 the repeal of Directive 95/46/EC (the General Data Protection Regulation, hereinafter referred to as: the GDPR) (Official Journal of the European Union L119/1), please note that:
 - 1) The Controller of your personal data is Kuehne+Nagel Sp. z o.o. with its registered office in Gądko, ul. Spedycyjna 1, 62-023 Gądko
 - 2) The Administrator has appointed a Data Protection Officer who can be contacted by post at: ul. Krakowiaków 34, 02-255 Warsaw or by email at: knpl.iodo@kuehne-nagel.com Your personal data will be processed in accordance with the GDPR for at least one of the purposes indicated below:
 - a) to perform the contract concluded with you in accordance with Article 6(1)(b) of the GDPR, or (based on this legal basis) to act upon your request before concluding the above mentioned contract,
 - b) for the Administrator's performance of legally incumbent obligations pursuant to Article 6(1)(c) of the GDPR, in the scope provided for in specific provisions,
 - c) to pursue the Administrator's legitimate interests under Article 6(1)(f) of the GDPR, i.e: (i) to perform and execute the contract concluded by the Controller with your employer/principal/co-worker, if you are not a party to the Contract with the Controller, (ii) to establish, defend or pursue possible claims, (iii) to protect persons and property belonging to the Controller, including keeping records of personnel movement, to monitor the Controller's premises, (iv) for the purpose of the Controller conducting direct marketing of the Controller's goods and services (v) to contact the Controller, (vi) to conduct inspections and audits as well as handle complaints about goods and services, (vii) to perform contracts with customers or contractors.
 - 3) The Controller shall have the right to transfer your personal data to other recipients, if it is necessary to achieve the purpose of processing. In such a case, we will transfer personal data to three groups of recipients: persons authorised by us, our employees and co-workers, processors, and other data recipients, e.g. couriers, banks, insurers, law firms, auditors, entities within the Group.
 - 4) Your personal data may be transferred to a third country on the basis of binding corporate rules in accordance with Article 46(2)(b) of the GDPR, a Commission protection adequacy decision in accordance with Article 45 of the GDPR or, in the absence of such a decision, in accordance with Article 46(2)(c) or (d) of the GDPR.
 - 5) Your personal data processed for the purpose indicated in:
 - a) item 3a) will be kept for the duration and for the period of performance of the contract concluded with you,
 - b) item 3b) will be kept for the period provided for in the specific provisions,
 - c) item 3c) will be kept for the period: (i) of the duration and performance of the contract concluded by the Controller with your employer/principal/co-worker; (ii) necessary to ensure the protection of persons or property belonging to the Controller; (iii) of inspections, audits, complaints, (iv) necessary to establish, pursue or defend claims; (v) of performance of contracts with clients or contractors.
 - 6) You have the right to request from the Controller access to your personal data, their rectification, erasure, restriction of processing or transfer.

Kuehne + Nagel Sp. z o.o.
ul. Spedycyjna 1
PL 62-023 Gądko (near Poznań)

e-mail: info.poznan@kuehne-nagel.com
website: <http://www.kuehne-nagel.pl>

share capital
PLN 14,868,550.00

NIP: 779-24-29-566
REGON: 361063720

000040559

BDO number:

Kuehne + Nagel Sp. z o.o., with its registered office in Gądko is registered in the District Court Poznań – Nowe Miasto and Wilda in Poznań, 9th Commercial Division of the National Court Register, under number 0000549292. Kuehne + Nagel Sp. z o.o. is a freight forwarder conducting business in accordance with FIATA Model Rules for Freight Forwarding Services together with an addendum, the text of which is available on the following website: <http://www.kuehne-nagel.pl>

- 7) You have the right to object, in the scope of processing referred to in item 3c), against the personal data processing for the purpose of pursuing the Controller's legitimate interests, whereby the right to object cannot be exercised if there are valid legitimate grounds for processing overriding your interests, rights and freedoms, in particular to establish, pursue or defend claims.
 - 8) You have the right to lodge a complaint with the President of the Office for Personal Data Protection against the actions of the Controller, ul. Stawki 2, 00-193 Warsaw.
 - 9) Providing personal data for the purpose referred to in item 3a) is voluntary but necessary for the performance of the contract concluded with you, and failure to provide such data will prevent the performance of the contract concluded. Providing personal data for the purpose referred to in item 3b) and c) is obligatory and its provision is a statutory or contractual requirement and is necessary for the performance of the contract concluded with you or the contract concluded with your employer/principal/co-worker, except for the marketing of the Controller's goods and services, in this respect providing the data is voluntary and does not constitute a condition for concluding and performing the contract.
 - 10) No actions shall be taken with respect to you in the form of automated decision making, including profiling.
58. Special regulations:
- a) in the case a Forwarding Order concerns dangerous goods, within the meaning of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) of 30th September 1957 (Journal of Laws 2011.110.641, as amended), the Freight Forwarder reserves the right to change the rates indicated in the Order for other necessary costs related to handling of the afore-mentioned goods, including the incurred penalties for incorrect or incomplete information about the goods, or incorrect marking of the goods. In particular, the Customer is obliged to provide the correct data regarding UN No., class, packing group, weight, quantity, and type of packaging.
 - b) in the case the Forwarding Order concerns goods sent to or from Hungary, the Customer is obliged to provide the EKAER number under which the KN Hungary Freight Forwarder is indicated (under EKAER No. 120317888 and VAT No. 10539868). In the case that goods sent to or from Hungary are not subject to EKAER registration, the Customer undertakes to provide the Freight Forwarder with a written confirmation. The Freight Forwarder reserves the right to modify the rates indicated in the Freight Order with other necessary costs related to providing incorrect EKAER data. The Customer shall be fully liable in the event that, during the performance of the services, the Freight Forwarder has paid any obligation to the competent authorities in Poland, or in any other country, particularly in Hungary, related to the performance of the service, on the basis of an appropriate notice from an agency, or without such a notice, for reasons attributable to the Customer.
 - c) in case the Forwarding Order concerns strategic goods, within the meaning of the act on international trade of goods, technologies and services strategic for the state safety and sustaining international peace and safety (Journal of Laws 2004.229.2315, as amended), the Freight Forwarder reserves the right to modify the rates indicated in the Order with other necessary costs, related to handling the afore-mentioned goods
 - d) in case the Forwarding Order concerns the transport of coffee through Germany, the Customer is obliged to inform the Freight Forwarder prior to concluding the contract and the Freight Forwarder is entitled to refuse such an order. In addition, the Customer shall be fully liable to the Freight Forwarder on a strict liability basis for any damage resulting from the Customer's failure to inform the Freight Forwarder of the aforementioned circumstances, as well as from the Customer's failure to comply with its obligations under the German Coffee Transport Regulations.
 - e) in case the forwarding order concerns goods subject to the Act of 9 March 2017 on the monitoring system for road and rail transport of goods and trade in heating fuels (SENT), the Customer is obliged to inform the Freight Forwarder of this fact prior to concluding the contract, at the stage of placing the order, and the Freight Forwarder has the right to refuse to accept such an order. Furthermore, the Customer bears full responsibility for the completeness, truthfulness and conformity with the binding regulations of the data transmitted, as well as for the performance of his or her obligations under the aforementioned law, and bears full liability towards the Freight Forwarder for any damage resulting both on the side of the Freight Forwarder and the actual carrier, performing carriage of the consignment subject to the a/m law, as a result of his failure to inform the Freight Forwarder of the aforementioned circumstances and providing incomplete or false information concerning the aforementioned law, as well as for the failure of the Customer to perform his obligations under the aforementioned law. The Freight Forwarder and the actual carrier performing carriage of a consignment subject to the aforementioned Act, as a result of the failure to inform the Freight Forwarder under the aforementioned circumstances, and as a result of the provision of incomplete or false information regarding the obligations arising from the aforementioned Act, as well as the failure of the Customer to fulfil his or her obligations under the aforementioned Act.

Kuehne + Nagel Sp. z o.o.
ul. Spedycyjna 1
PL 62-023 Gądko (near Poznań)

e-mail: info.poznan@kuehne-nagel.com
website: <http://www.kuehne-nagel.pl>

share capital
PLN 14,868,550.00

NIP: 779-24-29-566
REGON: 361063720

000040559

BDO number:

59. Subject to the provisions of section 604 of these Conditions, the Freight Forwarder shall not accept to carry any goods, which:

- a) are subject to the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) (Journal of Laws 2025, item 642, as amended), and which are subject to special infrastructure requirements: i.e. providing ventilation and sewage system and separated zones;
- b) are considered goods of strategic importance for state security and for keeping international peace and security, within the meaning of the Act of 29th November 2000 on international trade of goods, technologies and services of strategic importance for state security and for keeping international peace and security (Journal of Laws of 2024, item 110, as amended);
- c) are considered dangerous goods, within the meaning of the Act of 12th December 2003 on general product safety (Journal of Laws of 2023, item 2216, as amended);
- d) are considered medicinal products, within the meaning of the Act of 6th September 2001 Pharmaceutical Law (Journal of Laws No. 2022, item 2301, as amended), and medicinal products, within the meaning of Directive 2001/83/EC of the European Parliament and of the Council of 6th November 2001 on the Community code relating to medicinal products for human use;
- e) arms or ammunition;
- f) live animals or plants;
- g) personal belongings and displaced property;
- h) used-up lithium-ion batteries neither as a commodity in itself nor as an accessory forming part of another commodity or component of such a commodity or component. This applies to lithium-ion batteries (including those in appliances or packaged with appliances) classified under the provisions of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) (OJ L of 2025, item 642, as amended) under numbers 3480 and 3481, lithium-metal batteries (including in appliances or packaged with appliances), classified under numbers 3090, 3091, lithium-ion battery vehicles, classified under number 3556, lithium metal battery vehicles, classified under number 3557, and consignments containing cells and batteries shipped on special exemption SP188, in accordance with section 3.3. of European Agreement on International Carriage of Dangerous Goods by Road (ADR)

60. Non-compliance by the Customer with the provisions of item 58 will result in lack of liability of the Freight Forwarder for any damage to the consignment or delay in performance of the contract, and furthermore will result in the Customer's strict liability towards the Freight Forwarder for any damage suffered by the Freight Forwarder as a result of execution of the contract entered into in contravention of the provisions of item 58.

61. A) Trade control regulations:

The Customer shall comply with all applicable trade control and embargo requirements, in particular the verification of persons with limited rights, export, customs, import and domestic activity requirements in relation to the Customer's goods.

The Customer shall provide all relevant licences for all jurisdictions relevant to the transaction and data, in particular all applicable export control and customs classification numbers, the country of origin, all applicable restrictions of the country of destination, regardless of the country to which the goods are delivered. The Customer shall be obliged to provide an accurate customs valuation, exact names and address details of all parties involved in the transaction. The Customer shall be obliged to provide the above-mentioned data and information correctly and in good time to enable the Freight Forwarder to perform the agreed scope of services. In the event that the Customer's trade control requirements and embargo restrictions are not met or are unclear, or if the transaction is not permitted in a given jurisdiction, the Freight Forwarder is released from the obligation to provide services without incurring any liability for damages.

In the event that the situation of the Customer with regard to trade control and embargo restrictions changes, the Customer shall take the changes into account in good time with the Freight Forwarder to enable the Freight Forwarder to fulfil its obligations and ensure that such changes do not expose the Freight Forwarder to any legal or factual consequences.

The Freight Forwarder will not accept any request from the Customer which extends the Freight Forwarder's liability or seeks to treat the Freight Forwarder as a consignee, end user, official importer, official exporter, fiscal agent or any other party, if this is not mutually agreed between the parties.

The Customer shall be liable for all costs, including legal costs, other expenses, losses or damages incurred by the Freight Forwarder due to the lack or inaccuracy of trade control or compliance data, documentation, information or other factors that the Customer is required to provide. The Customer shall indemnify the Freight Forwarder against all expenses, losses and claims, including but not limited to duties, taxes, interest, fines and penalties imposed on the Freight Forwarder or its business partners which arise from the nature of the Customer's goods or the acts or omissions of its employees, suppliers or business partners.

To the extent that the Freight Forwarder has a contractual obligation to verify the documentation and information provided by the Customer, such as in particular, licences, tariff numbers or descriptions of Products, it shall be understood and agreed between the Parties that the Freight Forwarder verification obligations are limited to verifying the completeness of the documentation. To the fullest extent permitted by applicable regulations, the Freight Forwarder will not be responsible for verifying the correctness, validity or authorisation of any information or data so provided.

Any statements, notifications or declarations made by the Freight Forwarder relating to, in particular, customs tariffs, tax or export controls and embargo restrictions, can only be considered as initial estimates without any representation or warranty of any kind, expressed or implied. The Customer shall rely on or use such statements, notifications and information provided by the Freight Forwarder at his own risk and the Freight Forwarder shall have no liability to the Customer or any other person.

If the Customer requires the Freight Forwarder to work directly with the Customer's suppliers, end users or other parties to the Customer, the Freight Forwarder reserves the application of the clause to the cooperation so specified. In all cases, the Customer shall be responsible for the actions of the parties with whom the Freight Forwarder is obliged to cooperate.

B) Customer trade control clause:

Customer warrants that (a) the Customer, its owners or other parties to the Customer's shipments and transactions, including its owners or (b) the Customer's transactions in relation to which Kuehne + Nagel ("KN") provides services are not subject to U.S., European Union (EU) or national customs, import, export, trade control laws or sanctions and regulations prohibiting the provision of such services.

The Customer shall provide to KN, in writing, with all documents and information including, but not limited to, goods classification numbers, customs valuations, country of origin information, export control classification numbers and all necessary permits, authorisations and exemptions for export, re-export, transit and import ("Customer Data") necessary for KN to provide services in accordance with the applicable regulations.

The Customer guarantees that its data is complete and correct. The Customer shall immediately notify the KN of any errors, discrepancies, incorrect statements and omissions in the Customer Data provided by the KN to customs, other authorities or third parties on behalf of the Customer.

The Customer acknowledges that KN is not an exporter, importer, fiscal agent, ultimate consignee or end user and that the KN may not sign official forms on behalf of these parties.

The Client indemnifies and holds KN harmless and all affiliates of KN against claims, expenses, losses, penalties and damages, including reasonable attorneys' fees, arising from the Client's failure to comply with the obligations contained in this clause [61B].

62. The General Terms and Conditions of Services have been drawn up in Polish and English. In the event of discrepancy between the two language versions, the Polish version shall prevail.

63. These terms and conditions are effective from 18 March 2026.

Customer

(name and surname of the person authorised to represent the Customer, date, company seal)

Kuehne + Nagel Sp. z o.o.
ul. Spedycyjna 1
PL 62-023 Gądko (near Poznań)

e-mail: info.poznan@kuehne-nagel.com
website: <http://www.kuehne-nagel.pl>

share capital
PLN 14,868,550.00

NIP: 779-24-29-566
REGON: 361063720

000040559

BDO number:

Kuehne + Nagel Sp. z o.o., with its registered office in Gądko is registered in the District Court Poznań – Nowe Miasto and Wilda in Poznań, 9th Commercial Division of the National Court Register, under number 0000549292. Kuehne + Nagel Sp. z o.o. is a freight forwarder conducting business in accordance with FIATA Model Rules for Freight Forwarding Services together with an addendum, the text of which is available on the following website: <http://www.kuehne-nagel.pl>