

GENERAL CONDITIONS FOR SEA FREIGHT FORWARDING

(version valid as of 13th of April 2023)

Kuehne + Nagel Sp. z o.o. with its registered office in Gądko, ul. Spedycyjna 1, 62-023, Gądko near Poznań, hereinafter referred to as the Freight Forwarder, provides sea freight forwarding services under the following conditions:

I. Subject of the Contract

1. The Freight Forwarder, within the framework of the contract concluded by him with the Customer in the meaning of Article 794 et seq. of the Civil Code, provides services in the field of organising sea transport and related land transport. The organisation of sea transport includes, in particular, activities aimed at selecting a carrier to carry out the transport and concluding a contract of carriage with that carrier.
2. The subject of the service is not the carriage of the consignment and the inclusion of the Freight Forwarder's details in any transport documents does not constitute evidence that he is acting as contractual carrier, unless he has expressly declared his intention to act in such a role after the conclusion of the freight forwarding contract in accordance with Article 800 of the Civil Code.
3. The forwarding of consignment details and loading and unloading locations by the Customer to the Freight Forwarder does not imply that the subject of the contract is the carriage of the consignment.
4. Within the framework of the concluded contract, the Freight Forwarder undertakes activities in the name of the Customer or in his own name but on behalf of the Customer. In the case of the Freight Forwarder acting on his own behalf, at the request of the Customer, the Freight Forwarder shall be obliged to transfer to the Customer all rights that the Freight Forwarder obtained for him during the performance of the forwarding contract.

II. Service Exclusions

5. The Freight Forwarder does not provide the service of arranging the carriage of goods that:
 - a. are subject to the provisions of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) (Journal of Laws of 2002, No. 194, item 1629, as amended) or which are subject to special requirements with regard to infrastructure, i.e. ventilation and drainage, and segregated areas;
 - b. are goods of strategic importance for state security, as well as for maintaining international peace and security within the meaning of the Act of 29 November 2000 on foreign trade in goods, technologies and services of strategic importance for state security, as well as for maintaining international peace and security (Journal of Laws No. 119, item 1250 as amended);
 - c. are hazardous products within the meaning of the Act of 12 December 2003 on general product safety (Journal of Laws No. 229, item 2275, as amended)
 - d. are medicinal products within the meaning of Directive 2001/83/EC of the European Parliament and of the Council of 6 November 2001 on the Community code relating to medicinal products for human use;

III. Freight Forwarding Contract

6. The condition for the Freight Forwarder to commence the service is that the Customer places a Forwarding Order and the Freight Forwarder confirms its acceptance. The Freight Forwarder is not obliged to accept the Forwarding Order.

IV. Service Delivery Time

7. The departure and arrival dates given by the Freight Forwarder for the vessels on which carriage is performed are only an estimate. Due to the fact that the length of the execution of a carriage including the sea transportation depends on many factors, many of which are beyond the control of the Freight Forwarder and the carrier performing the carriage, the time of delivery of a consignment specified in the order, whether stated by the Freight Forwarder or otherwise, is only an estimate and the Freight Forwarder is not liable for the consignment reaching its destination within the stipulated time.

V. Rules for performance of the freight forwarding contract

8. The Freight Forwarder organises the transport of UTI (Unité de Transport Intermodal) transport units in the form of an ISO container, semi-trailer, swap body and other similar unit (hereinafter referred to as ITU) both its own and those provided by the Customer, as well as LCL goods.

9. In the event that the Freight Forwarder's ITU is handed over to the Customer for use in the organisation of transport, the Customer is obliged to inspect the condition of the transport unit and report any possible shortages and damages.

10. When arranging the transport of ITUs, the Freight Forwarder shall verify that the UTI has been delivered without external shortages and damage. Unless otherwise agreed, the Freight Forwarder is not obliged to check and is not responsible for:

- the quantity, type, weight and condition of the goods inside the ITU declared by the Customer or consignor,
- the correctness of loading and securing of the goods, including the correctness of the seals of the ITU, unless the securing of the cargo or the checking of the seals is instructed to the Freight Forwarder in the order,
- condition of the roof and floor of the ITU,
- other damage to the ITU not visible from the outside

11. Within the framework of the contracts of carriage concluded by the Freight Forwarder for the purpose of fulfilling the order to organise the carriage of an ITU, the carrier shall only accept for carriage or deliver to the consignee a designated ITU (identified by type and individual number). The carrier is neither obliged nor entitled to check and verify with the consignor or consignee any information other than that indicated above. The consignor is responsible for the correct loading of the goods into the container, their securing, the condition, quantity and quality of the goods and packaging at the time of loading, as well as for the correctness and completeness of the data in the documents relating to the type, weight, number, item numbers and condition of the goods and the trailer or container.

12. When organising the transport of LCL goods, the Freight Forwarder shall check the externally visible condition of the consignment and shall not be liable for damage to the consignment not visible from the outside.

13. The Freight Forwarder reserves the right to verify the condition of the consignment, its parameters and packaging. In the event of a discrepancy being established between the information indicated by the Customer and the actual state of affairs, the Freight Forwarder shall have the right to amend the pricing of the service or refuse to perform the service.

14. The carrier acting on behalf of the Freight Forwarder may refuse to carry LCL goods or an ITU whose condition is defective and, in the case of LCL goods, also if the packaging of the consignment is inadequate or adequate packaging is missing.

15. 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.

VI. Responsibilities of the Customer

16. The Customer shall be obliged to:

- a. properly issue the order, containing all the information necessary for the proper performance of the service, including, in particular, the type of goods to be transported, their parameters, classification and characteristics, method of loading, unloading, carriage and possible reloading,
- b. make available on time to the Freight Forwarder or to the carrier acting on his behalf the LCL goods or the ITU whose transport was commissioned to the Freight Forwarder
- c. in the case of LCL goods:
 - ensure adequate preparation of the consignment for transport, taking into account the road and maritime nature of the transport, including ensuring packaging, 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, and 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);
 - mark transport units where stacking of other transport units is prohibited,
 - 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,
- d. for the ITU:
 - make available a marked ITU (identified by its type and individual number) in proper working order, closed and sealed with a numbered seal
 - to ensure that the ITU is loaded internally in such a way that it can be transported properly by road and by sea without damaging the consignment itself, without endangering other consignments or road safety, and that the ITU can be transported in compliance with the legal provisions, in particular as regards the maximum permissible gross vehicle weight and the permissible axle loads of the vehicle
 - in case of ITU in the form of a container or swap body or any other type that is subject to loading on the vehicle, additionally ensure proper loading and unloading of the consignment, including proper placement of the consignment on the vehicle in such a way that its proper carriage is possible without posing any danger to other consignments or to road safety, and that it is possible to transport the ITU in accordance with the legal regulations, in particular with regard to the permissible total weight of the vehicle and the permissible axle loads of the vehicle

- e. ensure that the transport document issued when handed over for carriage is completed correctly by entering or checking that the following particulars in particular are entered on it:
 - in the case of LCL goods, data on the type of consignment and, in the case of an ITU, additional data on the ITU, such as the type of unit and its number,
 - data on the weight and dimensions of the consignment and, in the case of an ITU, data on the weight and dimensions of the ITU
 - seal number used to close the ITU
 - details of the consignee and the place of planned unloading
- f. provide the Freight Forwarder with all documentation, permits 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,
- g. to ensure that the goods handed over for transport conform to the order and to the documentation handed over, and in particular to ensure that, in the case of the transport of waste, the waste handed over for transport is of the category to which the documentation relates,
- h. ensure the timely receipt of the consignment by the consignee or other party at the place of receipt specified in the Forwarding Order.

17. Before issuing an order, the Customer shall inquire as to the legality of the export or import of the goods to be serviced into or from the area to which the import or export control regulations apply.

18. The Customer is obliged to refuse loading and inform the Freight Forwarder immediately if it is found that:

- a. the means of transport does not meet the conditions of the forwarding contract concluded,
- b. the means of transport is not suitable for carrying the cargo in question,
- c. the condition of the means of transport does not adequately prevent the loss of or damage to the cargo.

19. 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 in paragraph 18 above. The consequences of failing to comply with the above obligations shall be borne by the Customer.

20. A request by the Customer for a change in the provisions of the order such as the date of loading, unloading, the type of means of transport or any other relevant provisions of the order 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.

21. The Customer's decision to return the consignment to the place of shipment or any other place indicated by him, as well as the consignee's refusal to accept the consignment for any reason whatsoever, will be treated as a request to change the terms of execution of the order, and therefore the Freight Forwarder will be entitled to remuneration from the Customer for this service.

VII. Rights and obligations of the Freight Forwarder

22. The Freight Forwarder shall be entitled to order the performance of services to third parties (subcontractors), without a written consent of the Customer.

23. The Freight Forwarder is entitled, but not obliged, to verify:

- a. whether the data presented to him in the order, such as the address details of the consignee, the consignor, the place of loading, the indicated dates of pick-up and delivery are correct and complete,

- b. authenticity of signatures and authorisations of persons signed on orders, notifications, transfers or other documents,
- c. whether additional documents or authorisations are required for the carriage in question and whether the documents submitted are correct

24. The Freight Forwarder reserves the right to verify the condition of the consignment, its parameters and packaging. In the event of a discrepancy being established between the information indicated by the Customer and the actual state of affairs, the Freight Forwarder shall have the right to amend the pricing of the service or refuse to perform the service.

25. In the absence of explicit, sufficient and enforceable instructions or special arrangements in the order, the Freight Forwarder is free to choose the time, method of shipment, type of carriage and tariffs, taking into account the interests of the Customer in each case. In particular, the Freight Forwarder is entitled to:

- a. free route planning,
- b. selection of the place of crossing the border,
- c. selection of the place of customs clearance,
- d. indication of a safe parking place,

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. The Freight Forwarder is not obliged to assert claims against third parties for the benefit of the Customer himself or to take steps to suspend or interrupt the period of limitation for these claims.

28. Unless otherwise agreed, 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, also when the value of the consignment and the Customer's interest in its timely delivery are known to him.

29. The Freight Forwarder is not obliged to draw the Customer's attention to the limitations of the carrier's liability for damage.

VIII. Cargo Insurance

30. Unless otherwise agreed by the parties, the Freight Forwarder is not obliged to insure the consignment for the time of transport, the organisation of which was commissioned by the Customer.

31. Unless otherwise agreed by the parties, if the Freight Forwarder is instructed to insure the consignment for the duration of the carriage, the Freight Forwarder is free to choose the insurer and the type of insurance, provided that the terms of insurance do not deviate grossly from the usual terms of insurance for property in transit.

32. If the Freight Forwarder is ordered to insure the consignment for the duration of the transport, the Customer is obliged to indicate as the insured an entity that has an insurance interest in relation to the insured property.

33. If the Customer does not indicate another insured person, it is assumed that the Customer with an insurance interest is the Customer.

34. The Freight Forwarder shall not be liable for the failure of the insurer to pay the claim if it appears that the Customer or his nominated insured did not have an insurable interest in the insured property.

IX. Contractual Carrier

35. The Freight Forwarder has the right to entrust the carriage of the consignment to Transpac Container System Ltd. based in Hong Kong acting as Non-Vessel Operating Common Carrier (NVOCC) hereinafter referred to as Blue Anchor Line, and to conclude a contract of carriage with this entity also on behalf of the Customer.

36. The Freight Forwarder has the right to choose which type of contract of carriage he will enter into with Blue Anchor Line. Depending on the type of contract concluded, Blue Anchor Line will issue a Sea Waybill or Bill of Lading.

37. Entrusting the Freight Forwarder with the carriage of the consignment to Blue Anchor Line shall be deemed to be the choice of the carrier with due diligence and in such case the Freight Forwarder shall not be liable as provided for in Article 799 of the Civil Code.

38. If Blue Anchor Line is entrusted with the carriage of a consignment, the provisions of Blue Anchor Line's General Conditions of Carriage shall be valid; these can be found at:

- <https://assets.kuehne-nagel.com/f/331467/x/ada877413c/website-tc-bal-swb-ham-ms-r-23-01-2024.pdf> for contracts providing for the issuance of the Sea Waybill.
- <https://assets.kuehne-nagel.com/f/331467/x/1b8c1d024c/website-tc-bal-bl-ham-ms-r-24-01-2024.pdf> for contracts providing for the issuance of the Bill of Lading.

X. Liability of Parties

39. The Customer is liable for damage caused to the Freight Forwarder and third parties as a result of:

- a. 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 and, in the case of waste, also with regard to the category of waste;
- b. failure to provide the Freight Forwarder with the documentation, authorisations and information necessary for the performance of the service;
- c. ordering the carriage of a consignment containing goods described in point 5 or goods the carriage of which is prohibited without informing the Freight Forwarder of the nature of the goods and obtaining his consent to the carriage;
- d. incorrect completion of the waybill;
- e. inadequate packaging of the consignment;
- f. characteristics of the consignment;
- g. loading operations, in particular loading, unloading and stowage of the consignment;
- h. delays in loading or unloading the consignment;
- i. no consignment on loading;
- j. breach of the forwarding contract and the general conditions.

40. The liability referred to above covers all costs and expenses, in particular fines, fees, fines imposed by the competent authorities or institutions, imposed on the Freight Forwarder or third parties, as well as, inter alia, damage resulting from the stoppage of the vehicles used for carriage, including lost profits.

41. Where the contract provides for the consignee to collect the ITU at a specific location, failure to collect the ITU on time may result in the cargo unit being left at the terminal at the cost and risk of the Customer.

42. 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. The Customer is obliged to contact the Freight Forwarder to confirm:

- whether the consignment was received for transport on time,
- whether the consignment was delivered on time to the port of shipment,
- whether the consignment was loaded for sea transport,
- whether the consignment was delivered on time to the final port of unloading,
- whether the consignment was unloaded,
- whether the consignment was received from the port of unloading,
- whether the consignment was delivered to the consignee.

43. The Freight Forwarder shall be liable on the basis of fault, including negligence in choice, for damage which may arise in connection with the Freight Forwarder's activities as a normal consequence of his acts or omissions, provided that:

- a. shall be liable to the Customer only up to the amount of the actual damage, without lost profits;
- b. his liability shall be limited to the amount of 2 SDR per 1 kg of gross weight of the consignment whose carriage he has been instructed to organise;
- c. shall not be liable for any loss of a consignment if it was delivered with the seal intact
- d. is not liable for any damage to the consignment inside the ITU if it was delivered with the seal intact, unless the Customer proves that the damage occurred during the performance of the contract by the Freight Forwarder (in such case the Freight Forwarder's liability is still limited to his fault, including negligence in choice)
- e. shall only be liable for damage to the substance of the consignment
- f. is not responsible for any delay in delivery,
- g. is responsible for subcontractors and further forwarders that he uses to perform the order, unless he is not at fault in their selection.

44. The Freight Forwarder is not responsible for:

- a. the need to pay public charges (in particular duties, taxes, administrative penalties) as a result of the loss of or damage to the consignment in whole or in part, as well as the non-performance or improper performance of the forwarding contract
- b. the effects of additional instructions given by the Customer directly to other parties involved in the execution of the forwarding order

- c. any damage resulting directly or indirectly from the goods being defective, from a lack of packaging or from their inadequate condition, in particular if it is impossible to detect these defects before the commencement of the service.

45. The liability of the Customer under 39 is strict liability and is excluded in the event of force majeure or the exclusive fault of the Freight Forwarder.

XI. Trade control, embargoes, customs duties

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

XII. Remuneration of the Freight Forwarder

54. The Freight Forwarder's remuneration is included in the price list or quotation. The rates specified in the Freight Forwarder's price list and quotation include all costs incurred by the Freight Forwarder during the uninterrupted transport process and do not include additional costs which may arise during the execution of the order such as demurrage, detention, storage, etc.

55. The Freight Forwarder's remuneration rates stated in the price list or quotation are exclusive of VAT. This tax will be added in the amount specified in the regulations in force on the date of issuing the invoice.

56. The Customer is obliged to pay the Freight Forwarder the amounts due under the concluded contract to the account and by the date specified in the invoice. The day of payment is the day it is credited to the Freight Forwarder's account.

57. In case of receivables not paid on time by the Customer, the Freight Forwarder is entitled to charge statutory interest for each day of delay at the maximum rate according to the provisions of the Civil Code on an annual basis. In the event of a delay by the Customer in the payment of a receivable, any payment by the Customer shall first be set off against any additional receivables (interest or compensation as defined in the Act on Prevention of Excessive Delays in Commercial Transactions).

58. Unless otherwise stipulated in the freight forwarding contract, the Freight Forwarder is entitled to subject the conclusion of contracts for the performance of the subject of the forwarding contract to advance payment by the Customer against expenses connected with its performance (e.g. freight, port charges, customs duties etc.)

59. The Customer is obliged to cover any additional costs related to the execution of the contract that may arise if the carriage is not carried out as planned, in particular if the consignment is not collected from the port on time. The Customer is charged in particular with the costs of consignment storage, demurrage and detention. The Customer is liable for these costs on a strict liability basis and is excluded in the event of force majeure or the exclusive fault of the Freight Forwarder.

60. The Customer may make payment by third parties with the prior consent of the Freight Forwarder.

61. The Customer is not entitled, without the written consent of the Freight Forwarder under pain of nullity, to set off claims against receivables of the Freight Forwarder.

62. The Customer shall not be entitled, without the consent of the Freight Forwarder expressed in writing under pain of nullity, to assign to third parties any claims to which he is entitled from the Customer.

XIII. Lien on a consignment

63. The Freight Forwarder has a statutory lien on the consignment which he has been instructed to organise for carriage, as long as the consignment is in his possession or he can dispose of it.

64. The Freight Forwarder has the right to refuse to hand over the consignment to the Customer, the consignee or a person acting on their behalf if the consignment is in arrears, in particular including storage, detention or demurrage costs. In this case, further costs, in particular storage, detention or demurrage shall be charged to the Customer until all arrears have been settled and the consignment released.

XIV. Personal data protection

65. 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 EU L119/1) The Freight Forwarder informs that:

- 1) The Administrator of the personal data provided by the Customer to the Freight Forwarder is Kuehne+Nagel Sp. z o.o., based in Gądk, ul. Spedycyjna 1, 62-023 Gądk.
- 2) The Administrator has appointed a Data Protection Officer who can be contacted by post at: ul. Krakowiaków 34, 02-255 Warsaw, or by e-mail at: knpl.iodo@kuehne-nagel.com.
- 3) The personal data provided by the Customer will be processed in accordance with the GDPR for one or more of the purposes indicated below:
 - a. performance of the contract concluded with the Customer in accordance with art. 6(1)(b) of the GDPR, or (based on this legal basis) to take action at the request of the Customer 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 Administrator with your employer/Customer/co-worker, if you are not a party to the Contract with the Administrator, (ii) to establish, defend or pursue possible claims, (iii) to protect persons and property belonging to the Administrator, including keeping records of personnel movement, to monitor the Administrator's premises, (iii) for the purpose of the Administrator conducting direct marketing of the Administrator's goods and services (iv) to contact the Administrator, (v) to conduct inspections and audits as well as handle complaints about goods and services, (vi) to perform contracts with customers or contractors.
- 4) The Administrator has the right to pass on personal data provided by the Customer to other recipients if this is necessary to achieve the purpose of the 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.
- 5) Personal data provided by the Customer may be transferred to a third country on the basis of binding corporate rules in accordance with art. 46 para. 2 subpara. b of the GDPR, the Commission's decision on the adequacy of protection, in accordance with art. 45 GDPR or in the absence of such a decision in accordance with Art. 46 para. 2 subpara. c or d GDPR
- 6) Personal data provided by the Customer 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 the Customer,
 - b. item 3b) will be kept for the period provided for in the specific provisions,
 - c. item 3 c) will be kept for the period: (i) the duration and performance of the contract concluded by the Administrator with the Customer; (ii) necessary to ensure the protection of persons or property belonging to the Administrator, (iii) inspections, audits, complaints, (iv) necessary to establish, defend or pursue claims; (v) performance of contracts with clients or contractors
- 7) Persons whose personal data has been provided by the Customer have the right to request from the Administrator access to the personal data concerning them, rectification, erasure, restriction of processing or data portability.
- 8) Persons whose personal data has been provided by the Customer shall have the right to object, within the scope of the processing indicated in point 3c, to the processing of personal data for the purpose of pursuing the legitimate interests of the Administrator, whereby the right to object shall not be exercised if there are valid legitimate grounds for the processing overriding the interests, rights and freedoms, of the persons whose personal data have been provided by the Customer in particular to establish, assert or defend claims.

9) Persons whose personal data has been provided by the Customer are entitled to complain against the actions of the Administrator to the President of the Office for Personal Data Protection, ul. Stawki 2, 00-193 Warsaw.

10) Providing personal data for the purpose referred to in point 3a is voluntary but necessary for the implementation of the contract concluded with the Customer, and failure to provide it will prevent the implementation of the concluded contract. The provision of personal data for the purposes referred to in points 3b and c is mandatory and its provision is a statutory or contractual requirement and is necessary for the performance of the contract concluded with the Customer, except for the marketing of the Administrator's goods and services, in which regard the provision of data is voluntary and does not constitute a condition for the conclusion and performance of the contract.

11) No automated decision-making, including profiling, will be undertaken in relation to individuals whose personal data has been provided by the Customer.

66. The Customer is obliged to communicate the information contained in point 65 to all persons whose personal data he has provided to the Freight Forwarder.

XV. Applicable legislation and model contracts

67. The provisions of the Polish Civil Code apply to the contract.

68. To the extent not regulated in the contract and these general terms and conditions of sea freight, the provisions of the FIATA Model Forwarding Terms and Conditions with the supplement apply.

69. By concluding a contract with the Freight Forwarder, the Customer declares that:

a. he has become acquainted with:

- FIATA Model Terms and Conditions of Freight Forwarding published at <https://assets.kuehne-nagel.com/f/331466/x/d45c00edbe/knowledge-model-fiata-eng.pdf>
- Blue Anchor Line's General Terms and Conditions in both versions published at: <https://assets.kuehne-nagel.com/f/331467/x/ada877413c/website-tc-bal-swb-ham-ms-r-23-01-2024.pdf> and <https://assets.kuehne-nagel.com/f/331467/x/1b8c1d024c/website-tc-bal-bl-ham-ms-r-24-01-2024.pdf>.

b. he fully accepts the content of these standard agreements

c. he has saved the content of the aforementioned standard agreements as well as the content of these General Conditions for Sea Freight Forwarding on a computer or has printed them out or otherwise saved their content in such a way that these conditions can be stored and reproduced in the ordinary course of business.

XVI. Jurisdiction

70. All disputes arising out of or in connection with the performance of the contract entered into between the Customer and the Freight Forwarder shall be settled by the common court having jurisdiction over the Freight Forwarder's registered office. XVII. Amendments and additions to the contract.

71. All amendments and supplements to the contract concluded between the Customer and the Freight Forwarder, as well as its termination and withdrawal require a document form under pain of nullity.