

**TERMS AND CONDITIONS
OF THE SHIPMENT SERVICE PROVIDED BY B+K” LIMITED COMPANY
(PERVIOUSLY KNOWN AS „B+K” MARCIN BRZEZIŃSKI, KRZYSZTOF
KASPEREK GENERAL PARTNERSHIP)**

Unless it is agreed otherwise with a particular costumer , all parts of these terms and conditions apply to services provided by the shipper. These services include carriage of goods by road upon the order of the customer.

I. Basic concepts:

1. **Payer:** a legal person or organizational unit without a legal entity to whom legal capacity is granted or legal person who instructs the Shipper to render a shipment service. It may also be the Sender, the Addresser or a third person.
2. **Shipper:** „B+K” Limited company. previously known as „B+K” Marcin Brzeziński, Krzysztof Kasperek, general partnership)
3. **Order:** a written document provided by the Payer. It determines the weight and the number of transport units, the content of each delivery, details on transport service, the time and the place when the consignment shall be dispatched and collected, and any other relevant information for successful order fulfillment or originating from applicable laws.
5. **Sender:** agent giving the shipment for transport in order to perform freight forwarding services.
6. **Shipment:** a load covered by a single transport document transported from one consignor to one consignee.
7. **Terms and Conditions:** set of regulations that applies to freight forwarding services delivered by B+K Marcin Brzeziński, Krzysztof Kasperek limited company.
8. **Notification:** confirmation of the Order’s acceptance describing the terms and conditions for order's fulfillment.
9. **Concract:** a signed agreement on freight forwarding services between competent authorities reconciled by the parties based on suitable regulations as described below.

II. The scope of provided services

The transport service provided by the Shipper includes shipping and collecting goods, management of the transport process regarding:

- a) National Shipping: where both dispatch and delivery address are on the territory of Poland.
- b) International Shipping

III. Excluded from the service:

1. The shipper’s service does not include:
 - a) Shipments which require a specialized handling or means of transport
 - b) Alcohol and tobacco products.
 - c)Shipments which are sensitive to the surrounding temperature
 - d) Perishable products
 - e) Animals and livestock

- f) documents, stamp cards, Data storage devices, securities and values in money
- g) works of art, items with historic value, unique items as well as collector's items.
- h) jewelry
- i) dangerous items including weapons and bullets.
- j) illegal items or items that require additional licenses
- k) designs and prototypes
- l) Shipments of higher value than 50 000 USD
- ŧ) chemical substances
- m) wastes
- n) human and animal remains

2. In case when one of the mentioned above is discovered in delivery. Shipper has the right to charge the penalty in amount of double freight rates established beforehand. This does not exclude the shipper's right to claim damages for any loss if it's financial value is higher than the previously discussed amount as it's explained in paragraph 4 Moreover the shipper keeps the right to refuse to finalize the service, to leave the delivery in the place of his choice; it could be the exact place when the violation of the terms was discovered. From then on, addresser is the person responsible for the shipment and all costs and risks associated with it.

IV. Acceptance of order fulfillment:

1. the process from point of sales inquiry to delivery of a product to the customer is at remuneration and charged with a fee. It's based on the terms and conditions included in contract. The Payer is obliged to provide additional remuneration for the Shipper in case he renders more services than originally intended. Even if they did not agreed upon them beforehand, but they were necessary to fulfill a particular order successfully, or else to protect claims made by the Shipper/Payer.

2. The Shipper has the right to make order fulfillment dependent on the payment of advance or remuneration.

3. If the amount of remuneration as well as other fees are presented in foreign currency it shall be converted into national currency based on the Average Rate of the National Bank of Poland last working day prior to loading

4. For payments by bank, the date on which the bank account of the shipper is credited, will apply as payment date. In case the payment is delayed the Shipper shall have the right to charge statutory.

5. The shipper's remuneration cannot be deducted by any claims made by the Payer.

6. The order shall include; type and weight of the shipment, marks and number of individual packages, cubic measurements, way of loading and packaging, specific provisions regarding transport and loading/unloading, detailed transport documents and any others particulars and documents necessary for its proper executions. detailed transport documents, exact time and place the shipment shall be collected/delivered, entire cost of service, clear signature of f the authorized person representing the Payer who manages scope the order fulfillment.

7. The Payer is obliged to issue a complete and correctly filled order consisting all essential information. It shall be submitted to the Shipper in a written form and a copy of it should be sent

via e-mail or fax. Any document expressing the Payer's will and his identity clearly enough for the transport to take place shall be viewed as an order if such a necessity occurs.

8. In case the Order fails to include all of the essential as it is described above in paragraph 7, the Shipper could still fulfill the order if the Payer expresses his will of continuation with enough clarity so the transport service shall continue.

9. Issuing the order equals that the terms and conditions have been accepted and are applicable in all contracts even if particular rules have not been directly agreed upon between parties. The contract becomes active from the time on the Payer receives a notification with all the details on the order and appropriate regulations. In case the Payer refuses to sign the contract with the content as it is described above, he shall immediately express his objection. He is supposed to include specific properties, and due time of a particular order at least via e-mail, within 10 minutes since he has received the notification.

10. The moment the shipment is loaded onto the vehicle is the defining moment which confirms the terms of order fulfillment, sufficient regulations as well as the contract as it is described in notification and the terms and conditions. At that time the transport service begins.

11. The Payer is obliged to issue a complete and correctly filled order in the threat of taking responsibility for any damage arising from improper, non-exhaustive or untrue statements included in the order. In case of items which require special conditions of transport because of their properties or applicable laws, the Payer is obliged to inform the Shipper about those circumstances in his order, on pain of liability for any damage resulting from the failure to fulfill this obligation on the basis of these regulations and the consequences foreseen in them.

12. The Shipper protects his right to refuse to accept an order without taking responsibility for his decision or other negative effects.

V. Fulfillment of the order:

1. In cases when the Payer decides to change the data or scope of the service after order was issued especially those regarding the date when the vehicle shall be provided, the type of it, or the measurements and weight of the shipment or any other circumstances crucial for the successful order fulfillment. The Payer is obliged to inform about such changes in a written form and he shall cover the costs resulting from these changes.

2. It is acknowledged that all information, and documents sent by e-mail and other forms of transmission are true and complete. The Shipper is not obliged to verify the genuineness and legality of the submitted data. If any of it happens to be inadequate and untruthful, the Payer is the only party responsible for any damage emerging from it.

3. The order entitles the Shipper to make decisions, and take actions on the Payer's behalf that are essential for safe and seamless order fulfillment. What is stated in the previous sentence does not mean that the Shipper is obliged to make such decisions, if the order does not provide enough details on the relevant aspects.

4. If the included data on customs clearance is false or the documents associated with it are incomplete, the Shipper has the right to return the consignment immediately to the Sender or he can leave it at warehouse keeper. The actions described above shall take place on the Payer's cost and risk and he still is obliged to pay the Shipper a proper remuneration.

5. In case when dangerous objects are included in the Order within the meaning of special regulations covering transport of dangerous goods, or any other which require special transport and storage conditions, then the Payer is obliged to indicate all vital information on particular goods, the degree and nature of danger, as well as necessary precautions.

6. The Shipper can be the individual provider of transport. In such case he gains the rights and duties of the Carrier. He can transfer the activities related to order fulfillment partly or entirely to the third parties or to their subcontractors.

7. Loading activities (loading/unloading) are the duties of the Sender, and the Recipient accordingly.

8. The Payer takes responsibility for proper preparation of the delivery for transport and for issuing the delivery without any damage or defects, accordingly packaged and its condition shall be corresponding with the information provided.

VI. The hand over of shipment:

1. Rendering of the delivery service to the Recipient takes place when the actual carrier arrives to the place of delivery and confirms taking over of the shipment no matter when the Recipient will unload it or if he is willing to collect it.

2. Recipient confirms taking over of the shipment in the form of transport document prior to unloading. If he refuses to do what is mentioned in the previous sentence it will cause an issue in collecting the goods; the Shipper gains the right to withhold the consignment. If that happens all costs and risks which are associated with it shall be covered by the Payer.

3. After unloading the shipment the Recipient is obliged to check its condition and accordance to transport documents in presence of the driver he shall make a proper notification on the transport document. If he has objections on its condition then he and the driver conclude a detailed report with a description of the shipment, pictures of it if necessary as well as signatures of people who participated in this process.

4. If the unloading does not take place after the vehicle arrives to the Recipient, or arrived at a wrong place because of incorrect data wrote in the Order or other transport documents, the Shipper shall inform the Payer about these circumstances expecting to receive additional clues from on what his next move supposed to be. When it happens the Payer shall be obliged to cover the costs which followed it. Irrespectively from his obligation to pay remuneration.

5. If the content of the order, the Regulations or applicable laws indicates that the recipient shall pay the Shipper remuneration for transport/other liabilities associated with the delivered items then the Recipient is obliged to provide a proper payment for the service before collecting the shipment. In case he refuses to do what is mentioned in the previous sentence the Shipper has the right to withhold the goods or make a use of the statutory right of lien, in order to protect his claim that result from the order.

6. In order to protect the Shipper's claims including those resulting from the previous orders issued by the Payer. He has the right to retain the consignment and the relevant documents associated with it. He is also entitled to withhold any further deliveries until payment for all liabilities has been received from the Payer.

7. The statutory right of lien mentioned above can be completed until the consignment is located in the Shipper's branch Office, or it is with an individual who holds in his behalf or as long as can dispose it.

8. All cost emerging from lien shall be covered by the Payer. Therefore an appropriate charge will be added to the total amount due. The shipper is no longer responsible for any claims from the third parties that are caused by lien.

VII. Packaging of the shipment

1. The Sender is obliged to hand over the shipment with the proper packaging which will enable its safe transport and delivery to the Addresser with no loss or damage.
2. The preferable types of packaging shall :
 - a) prevent the shipment from damage
 - b) enable access to the items of the shipment by airtight closure and either glued or sealed.
 - c) do not cause any danger to other shipments.
 - d) be robust and of a high quality.
 - e) be completely safe for the people's health and lives and be environment- friendly
 - f) provide vital and comprehensive information about the shipment, and what to do with it.
 - g) enable loading/unloading without causing any damage to the shipment.
3. Accepting of the shipment for the transport does not mean the regulations described above are fulfilled.
4. The Shipper only checks the number of transport units included in a particular delivery by taking over the shipment. He does not inspect the content of individual units. When the Shipper does not submit any reservations when collecting the shipment his action justifies the presumption that the external condition of the shipment was adequate at the time he accepted it for transport. However there is no presumption regarding internal condition of the entire shipment or individual units.
5. The Shipper has the right to refuse to accept a shipment for transport in cases that were foreseen in these terms and conditions or applicable laws especially when:
 - a) the condition of the shipment is either defective or not compatible with the description of the particular order or when the shipment that is ready for dispatch is considerably inadequate with the description of its size, the packaging or the items included.
 - b) the shipment either has no packaging or it is defective or inappropriate.
 - c) the transport document was not filled or was submitted incomplete.
 - c) The Payer did not provide valid documents which were essential with the shipment.
6. The Shipper can make his acceptance of the shipment conditional on whether the Payer included explicit declaration on the shipment and its package in the transport document. If a damage occurs during transport under circumstances described above in paragraph 4 and 5 then the Shipper will be exempted from the liability the damage.

VIII. Responsibility

1. The shipper's bears responsibilities emerging not only from these Terms and Conditions, but also from provisions of the Civil Code regarding shipment agreements. In case when the shipper is the one who renders the service in the whole or part of the shipment he gains both the rights

and responsibilities of the carrier which are governed by the law applicable to the particular type of transport.

2. The shipper does not take responsibility for the damage if he will be able to prove he could not prevent the damage in spite all due care, or when the damage is a result of the circumstances not attributable to Shipper. His "all due care" includes his partnership with subcontractors.

3. The shipper takes responsibility for subcontractors' unless he had no say in who they are.

4. The shipper does not take responsibility as is described in ust 1 above if the loss, shortage, damage or delay in shipment dispatch result from actions of the payer, sender or addresser, that ere by no means affected by the shipper, product quality, or as a result of force majeure. The shipper is not responsible for the loss, shortage, damage or delay in shipment especially if they resulted from one of the following circumstances:

a) when it was dispatched under false or inaccurate name then the shipment can be either excluded from the delivery shipped under specific conditions. Furthermore may not be delivered if the payer or the Sender violates the terms of the contract.

b) when the properties of the shipment, the lack of proper labeling, or the fact that it was poorly packed, or the payer failed to provide vital information on the shipment itself or the transport service rendering for instance when there are perishable objects or when they have flaws.

c) when there's a lack of necessary documents, when they are incomplete or inadequate for a particular service or any document that are required with the shipment under specific rules.

d) when there's a lack of proper labeling or packaging of the shipment or when the packaging is defective.

e) loading, placement or unloading the shipment by the payer or addresser.

f) including in the order, transport document or in any other form inaccurate, incomplete or incorrect data, or any data that was filled in the wrong place.

g) a damage resulting from delivering shipments that were not a part of shipper's service.

h)a damage resulting from delays in shipment dispatch unless the shipper was obliged to deliver it before the deadline excluding the provisions of these terms and conditions.

i) resulting from actions or negligence of people who were not at the shipper's disposal during that particular transport service.

j) other circumstances which exclude the Shipper's responsibility based on these regulations and generally applicable provisions.

5. The Shipper does not take the responsibility for shortage or damage on the inside of shipment unless the packaging was affected.

6. The Shipper shall not be liable for a latent damage which is defined as a damage in the substance of the shipment not possible to be discovered at the time of shipment delivery due to no external traces of breaking shipment packaging.

7. In case when loading activities are not performed in time for the reasons either emerging from the Payer's actions or excessively long loading as well as the refusal to deliver the shipment because of its defective packaging. The Shipper does not take the responsibility for any losses resulting from it this also includes delays in delivery. The Payer shall be liable for any damage for the Shipper caused by it.

8. The Shipper does not take responsibility for any actions or negligence of the Payer, Sender or Addresser which have the features of a prohibited act under the pain of a penalty.

9. When the Addresser collects the shipment with no obligation all claims against the Shipper become invalid.

10. The Shipper only takes responsibility for an actual damage in shipment which means among others lost benefit and indirect losses (for instance: a loss of markets), loss of weight of bulk cargoes resulting from their properties, not exceeding the limits set in appropriate regulations, and in case of lack of such limits customary accepted.

11. The Payer, Sender, and Recipient are the people who take responsibility when the Shipper's property gets damaged during loading. Meanwhile the Shipper is liable for any damage emerging from the lack of, or improper performance of their obligations resulting from the order. This includes any inaccurate or unreliable data in documents regarding loading/unloading places and the shipment itself.

IX. Complaints

1. Complaints emerging from the lack of shipment service or improper service include delays in delivery, the of shipment, any damage etc supposed to be made in the shipper's Head Office.

2. Complaints emerging from the lack of shipment service or improper service become invalid when the addresses collects the shipment without enclosing objections in a written form. The only exception from that rule are claims emerging from damage invisible for the bare eye of which the addresser informed the payer within 7 days since collecting the shipment.

3. All the claims made against the shipper must be presented in a written form within 7 days or less with the threat of losing relevancy . Counting from the day the damage took place, or from the day the payer could learn about it.

4. All the claims emerging from the rendered shipment service are time-barred after a year. Based on For the purposes of Article 803 § 2 of the Civil Code.

5. The individual (or company) is obliged to provide all necessary documents to proceed their complaints. Those who were made after the deadline, poorly described or incomplete, as well as complaints who were supplemented after deadline, or made by individuals not entitled to do so will be considered irrelevant, therefore the Shipper shall not proceed them.

6. People entitled to make a complaint are:

a) the payer;

b) the recipient – if the payer gives up on its behalf its right to make claims and informs the shipper about it.

7. Making a complaint shall include:

- a) full name (person or company) that makes it.
- b) The title of a complaint
- c) their documented rights to make a complaint
- d) confirmation of shipment dispatch
- e) total sum of money claimed in a complained
- f) evidence that the charge for shipment service was paid
- g) signature of person or company that makes it
- h) complete restoration documentation, including photos
- i) WZ documents
- j) description of circumstances and reasons in which the damage took place
- h) other documents obliged for instance by an insurer that are a part of payer claims

8. In case when making a complaint does not meet the regulations described under 7, The shipper informs the individual about it, and ask r to provide the missing complaints documents in more clear and enlarged fashion. .

9. The supplementation of a complaint should take place within 7 days, after request to replenish or otherwise, it can be dismissed in full.

10. The complaint has to be considered and processed within 30 days from the date of its lodging.

11. The Shipper's Head Office informs the individual who made the complaint in the commonly expected manner. The complaint can be accepted in a whole, in a part, or can be deemed entirely.

12. The Payer has no right to deduct due amount of money before his complaint is processed from present, past or future liabilities against the Shipper.

13. Making a complaint does not release the Payer from the obligation of remuneration, other expenses and cost he shall pay for the shipper.

X. Disposal of shipments

1. If any of the circumstances described under VI paragraph 4 occurs and the payer will not provide the shipper with vital information on what to do with the shipment within 4 hours, then the shipper gains the right to either return it to the place of dispatch or put it in storage at payer's cost and risk.

2. The obligation to refund the costs as has been mentioned above does not exclude the payment for rendered services provided by the shipper.

3. The shipper has the right to utilize the shipment at payer's cost, in case when he did not receive any information from the payer on what to do with the shipment in 7 days time. (as described under 1) All costs of the process shall be covered by the payer.

4. In case of perishable and dangerous shipments as well as those whose storage costs would be disproportionate to their actual value the utilization may take place in the shorter period of time than 7 days.

5. The disposal of the shipment may take place by selling it, by destruction of it, or by handing it over to the most competent unit of organization free of charge. The shipper is the one who decides on the most appropriate way of disposing it.

6. All costs of this process shall be covered by the payer. If the disposal took place by selling it, the shipper is obliged to return the money collected from it to the payer after deducting his [remuneration](#) and the following expenses; costs of disposal, additional fees, and other costs.

XI. Concluding terms:

1. The shipper reserves the right to introduce changes in these regulations, making them temporarily repealed. What's more, he can replace them with new terms and conditions of his choice at any time. Actions mentioned in the previous sentence can be performed especially when the following changes take place: in the scope of services rendered, in services management, costs providing the service, developments in the market of transport and logistical services. regulations in existing legislation etc.

2. Any and all disputes arising from signing the deal or the services provided by the shipper shall be settled by the Ordinary Court in the area where Shipper's Head Office is located. These Terms and Conditions as well as other aspects unmentioned in it shall be interpreted and settled according to Polish Law.

3. The payer is obliged to cover costs of out-of-court recovery conducted by the shipper against him when no payment [for services rendered](#) by the shipper has been made.

4. The payer himself as well as a person acting on his behalf is obliged to withdraw from making any transport-related orders with the shipper or his subcontractors for the period of 12 months. In case the said term is violated the former shall pay to the latter a contractual penalty of 5000 Euro. The Shipper *has the right to seek* for a bigger refund than the one mention in the previous sentence.

5. When the contract is signed the payer is obliged to inform the shipper about any changes in the delivery address or other contact details. If it gets neglected both a written document and an e-mail sent to the pay will be perceived as successfully delivered.

6. These Terms and Conditions shall enter into force on January 1st 2013.