

# General Terms applicable to Intermodal Transport

(translation only - without prejudice)

## §1. General provisions

1. These General Terms apply to Intermodal Transport (GTIT) and all services provided by PCC Intermodal S.A. (PCCI) and are valid in relationship between PCCI and the Customer (hereinafter referred to jointly as the Parties) with regard to all contracts and orders, unless a separate contract states otherwise.
2. In any cases not regulated in GTIT the General Polish Forwarding Rules (GPFR) 2010 will apply and the Parties consider them an integral part of the contract binding upon them, unless the provisions of these GTIT state otherwise. The content of GPFR 2010 is available on the website [www.pccintermodal.pl](http://www.pccintermodal.pl) and <http://www.pisil.pl>.
3. While accepting or negotiating the offer terms as well as while submitting the order, the Customer confirms knowledge of these GTIT and from that moment they are binding upon him/Customer, unless in a separate contract between the Parties different terms are specified.
4. Commercial terms and regulations of the Customer are not binding upon PCCI unless they clearly refer to the service of intermodal transport and PCCI expressly accepts them in writing.

## §2. Definitions

1. Customer – a person who enters into a contract (submitting the order) with PCCI, in the scope of the services provided by PCCI;
2. Intermodal transport – relocation of intermodal transport unit (UTI [Unité de Transport Intermodal] – ISO container, semitrailer, swap bodies and other similar units) using at least two various means of transport, including rail and road transport, as well as using transshipment and handling terminal operations required in UTI transport process;

## §3. Service

1. PCC Intermodal S.A. (PCCI) is a freight forwarder under Polish law. PCCI forwards or receives an intermodal transport unit (UTI), organizes partly or wholly the process of translocation of UTI using intermodal transport and render additional services related to handling and carriage of UTI. PCCI acts under the regulations of Articles 794-804 of Polish Civil Code and GPFR 2010 and arranges intermodal transport based on the services of selected rail, road, inland water carriers as well as the services of external terminals and own activities at PCCI terminals. PCCI does not enter a contract of carriage with the Customer.
2. Under the concluded contract, PCCI undertakes activities on its own behalf but on the account of the Customer.

3. The scope of PCCI services is defined in detail in offers and order confirmations. The basic service of PCCI includes:
  - Planning and arranging/booking UTI rail carriage,
  - arranging handlings and other terminal operations required in the transport process,
  - planning and arranging road carriage at the initial and/or final leg of UTI translocation process,
  - entering contracts of rail and road carriage and making of settlements with the carrier,
  - preparation of transport documents patterns,
  - monitoring the UTI translocation process and notify the Customer of arisen and expected obstacles in transport, including the damage or unauthorized opening to the UTI, lack or inadequacy of seals or other protective devices,
  - taking all necessary steps to secure the rights of Customer against carriers or other parts responsible for shortage, damage, or fault; and to prevent damage size from increasing,
  - pursuing the Customer claims from carriers or further forwarders at the pre-court stage, acting as an agent entitled to receive the compensation from carriers and further forwarders to transfer it to the Customer.
4. Furthermore, the service of PCCI may include:
  - Transport advisory services,
  - arranging a customs handling, T1 document or other customs documents,
  - arranging/booking an inland water transport within the specified terminals
  - arranging additional terminal operations not included in main transport process,
  - arrange containers for forwarding the cargo,
  - Positioning of empty containers between the depots,
  - arrange a security and other protective devices to protect valuable cargo during rail transport,
  - arrange storage, cleaning, verification of technical condition and labeling of containers,
  - container depots services at PCCI terminals,
  - arrange cargo insurance, etc.
5. Under GTIT PCCI does not accept, to forward or receive, UTIs containing:
  - money, securities and other payment documents,
  - jeweler's goods, gemstones and noble metals, works of art, antiques, numismatics and other particularly valuable objects,
  - weapons and ammunition, explosive charges and other dual-use goods,
  - chemically and biologically active goods, IMO 1 and 7 class dangerous goods and equivalent;
  - live animals, human and animal remains,
  - drugs, psychotropic substances and other substances, whose transport is forbidden according to valid laws,
  - medicines and other substances requiring special transport conditions,
  - perishable goods,

- oversize cargo,
  - goods classified as materials whose transport is forbidden or restricted by valid regulations of law.
- PCCI may effectively undertake to forward or receive UTIs containing some of the aforementioned cargo, only by way of concluding a separate written contract.

#### §4. Offer

1. PCCI offers will be submitted in writing or immediately confirmed in writing. PCCI offer will be binding upon the parties, provided that it is accepted by the Customer without reservations or its terms are agreed by the parties as a result of negotiations.
2. After negotiations PCCI confirms in writing arrangement of the offer terms with the Customer. The offer terms confirmation contains the offer number and all the agreed terms on which orders are to be executed, as well as the offer validity term. The terms included in the confirmation sent to the Customer prove final arrangements by the parties, unless the Customer immediately requests their amendment.
3. The rates specified in the PCCI tariff and in the offers submitted by PCCI contain all costs normally born by PCCI during undisturbed transport process and do not include additional costs that may arise during the execution of the order, such as: demurrage charges, detention, storage, etc.
4. In the scope not covered by the offer, terms of executing orders are determined in the tariff of PCCI and in these GTIT.

#### §5. Contract

1. The condition for starting performing the service by PCCI is submission of the order by Customer and confirmation of it by PCCI.
2. The order should be submitted in writing on the PCCI form available on the website electronically, upon the Customer's request. In the case of submission of the order on a document other than PCCI form, the order can be accepted provided that the parties believe that it is the order of forwarding or receiving UTI and that it contains all essential information about the consignment (UTI and cargo) and the scope of the service required for its proper execution.
3. The order should contain number or terms of PCCI offer on the basis of which it is to be executed. In the event when the Customer does not refer in the order to the offer number or terms, as well as in the case when it refers to the offer expired, the order can be executed only on the terms of the PCCI tariff.
4. When PCCI accepts an order, PCCI will send to the Customer a written order confirmation containing all data included in the order concerning provision of the service and number or terms of the offer accepted by the Customer. The Contract is entered into upon PCCI sending a written order confirmation.

5. The order should be sent at the latest 48 hours before the intended date of starting its execution.
6. Change or withdrawal of the order by the Customer within the time limit shorter than 48 hours before the intended date of starting its execution entitles PCCI to claim payment under dead freight.  
The above applies also in the case when the UTI is not ready to be handed on to the carrier within the scheduled time.
7. Train timetables and transit time for carriage, specified by PCCI, are not a guarantee of delivery date.
8. Prior to submitting the order, the Customer being a professional freight forwarder is obliged to check whether, on the basis of received information, the dispatch or taking receipt of the UTI using intermodal transport will make it possible to meet time limits binding thereupon, taking account of appropriate time reserve, in particular for the needs of rail transport. Upon the Customer's request, PCCI may grant instructions concerning dispatch planning or taking receipt.

#### §6. Order execution and liability

1. When the order includes arranging of road carriage on the initial leg of transport of UTI, the Customer is obliged to give to the loader a consignment note, filled in according to the pattern received from PCCI. PCCI is not responsible for any effects of using transport documents other than the consignment note filled in according to the provided pattern.
2. In the case of ascertained during order execution shortage or damage to UTI, lack or inadequacy of seals or other protective devices, PCCI will notify the Customer thereof, protect his interests and take all necessary steps to enable the Customer to pursue his claims against parties responsible for the damage. If the responsibility for the damage is borne by carrier, further forwarder or party participating in the execution of the order for whose acts or omissions PCCI is not liable, PCCI file a complaint for the benefit of the Customer and act as an agent entitled to receive the compensation. Upon the Customer's request, PCCI will assign rights under carriage contracts or other contracts concluded on the account thereof.
3. PCCI takes receipt of UTI only at terminals. Upon taking receipt of UTI PCCI verify whether the UTI has been delivered without visible shortage or damage. However PCCI is not obliged to verify and is not responsible for:
  - quantity, type, weight and condition of goods inside UTI declared by the Customer or the loader,
  - proper loading and protection of goods, including proper closures of intermodal unit, unless loading, protection of cargo or obligation to check closures are included expressly in the order confirmation,
  - condition of roof and floor of the loaded intermodal unit,
  - other hidden damages to UTI, unseen from the outside during a control conducted from the ground.

4. Under carriage contracts concluded by PCCI for the purpose of the order execution, the carrier takes from the loader and delivers to the consignee only an intermodal transport unit in appropriate technical condition, specified by its type and individual number, properly closed with a seal with specific number. The carrier is neither obliged nor authorized to check, at the loader's or the consignee's any data other than above, except when PCCI clearly shows the carrier as a person authorized to carry out the cargo checking. Responsibility for proper loading and fixing of cargo in a container, condition, quantity and quality of goods and packaging at the moment of loading, as well as authenticity and completeness of data in documents concerning the type, weight, quantity, number of pieces and condition of goods rests with the loader.

#### **§7. Claims**

1. In order to bring a claim effectively, the Customer is required to submit the documents, referred to in §24.2 of GPFR 2010, and to specify the amount of the claim with documents confirming the amount of damage incurred. The amount of claim should be included in properly issued accounting document attached to the claim.
2. In the event when it is not possible to specify the amount of claim within the time limit referred to in §24.1 of GPFR 2010, the Customer should send to PCCI – within this time limit – initial claim declaration along with held documents related to damage, and then, within three months, supplement the claim according to the requirements described in §7.1.

#### **§8. Remuneration and payment**

1. Remuneration of PCCI is included in rates, specified in the tariff or the offer, which included freight charges and costs of terminal operations indicated therein.
2. The Customer will be obliged to pay PCCI amounts due resulting from the concluded contract, to the account and within the time limit specified in the invoice. Cost of bank fees related to payment will be borne by Customer. The day of payment is the day of crediting the account of PCCI.
3. PCCI is entitled to charge on amounts due unpaid on time by the Customer interest per each day of delay, in the amount of 13% annually. In the event when the Customer delays in payment of amounts due and PCCI charges interest, each amount paid by the Customer will be entered in the books firstly as payment for interest.

4. If the Customer's delay in any payment to PCCI exceeds 30 calendar days, all other amount whose maturity term has not expired yet will become immediately due and payable.
5. In the case when the Customer does not make payment on time, PCCI is entitled, at its discretion, to:
  - a) demand prepayment from the Customer in the amount of all overdue amounts before performing of every next service in favor of the Customer,
  - b) refuse to accept another order from the Customer until it has paid overdue amount,
  - c) retain the UTI and documents, disposed by PCCI by virtue of Customer's orders, until the Customer has paid all overdue amounts,
  - d) terminate any offers and contracts with immediate effect and demand payment for provided services.

In the event when the PCCI takes advantage of the right vested to him according to § 8.5 items b) and c), in result of which the UTI transported within the Customer's order will have to be stored, the Customer will – regardless of the obligation to pay the overdue amounts along with interests – be obliged to pay the charges for such storage and consignment protection pursuant to the PCCI's tariffs.

6. The Customer may make the payment through third parties (Customer's Representatives), with the PCCI's prior consent expressed in writing. The Customer is liable jointly and severally with persons, mentioned above, for making the payment in favor of the PCCI.
7. The Customer is not authorized, without a written consent of PCCI, to deduct the amounts of his claims with amounts due to PCCI.

#### **§9. Final provisions**

Disputes arising from the legal relationship, to which these GTIT are applicable, will be settled by the Court of Arbitration accredited with the Polish International Freight Forwarders Association in Gdynia.