POLISH GENERAL FREIGHT FORWARDING RULES 2022

Developed by Polish International Freight Forwarders Association with the registered office in Gdynia, Poland

GENERAL PROVISIONS

§ 1.

1) **PGFFR 2022** – Polish General Freight Forwarding Rules.

2) **Freight Forwarder** – an entrepreneur who, commissioned by an Ordering Party, for a fee, undertakes to send or receive a consignment, or to render any other services connected with organising the transport thereof;

3) **Ordering Party** – a legal person or an organisational unit which is not a legal person, granted legal capacity by law, or a natural person, including natural persons who do not conduct a business activity, who has concluded an agreement with the Freight Forwarder,

4) **Sub–Forwarder** – a subcontractor of the Freight Forwarder, entrusted by the Freight Forwarder with the performance of a part of the latter's obligations arising from the freight forwarding agreement;

5) **Substitute Forwarder** – a subcontractor of the Freight Forwarder, entrusted by the Freight Forwarder with the performance of all the latter's obligations arising from the freight forwarding agreement concluded between the Freight Forwarder and the Ordering Party;

6) **Contracting Carrier** – an entrepreneur who, in their own name, enters into a carriage agreement, i. e. expressly gives to the contractor an undertaking that the consignment shall be delivered to its place of destination with the use of a given means of transport, and assumes direct responsibility for achieving this result, yet does not perform the carriage service themselves;

7) **Goods with Specific Features** – goods whose transport, storage, and other kinds of handling covered by the freight forwarding agreement are connected with additional risk, due to the fact that the value of the goods is high or difficult to estimate; because they are particularly susceptible to damage or destruction, or because it is necessary, with regard to these goods, to fulfil additional administrative and documentation requirements, as well as any other requirements resulting from binding provisions of law.

The following goods are regarded as Goods with Specific Features:

a) monetary values in the form banknotes and coins of national and foreign currencies, shares, bonds, cheques, promissory notes, payment cards, credit cards, excise bands and excise marks, lottery tickets, public transport tickets, and other documents which replace cash in transactions;

b) precious metals and articles made of precious metals; gems, pearls and articles of gems and pearls,

c) works of art, antiques, items of historical value, collectibles;

d) medicinal products;

e) corpses and human remains;

f) goods covered by the statutory transport and trade monitoring system;

g) dangerous materials;

h) arms and ammunition;

i) easily perishable goods and goods which require maintenance of constant temperature during their carriage and storage;

j) live animals;

k) resettlement belongings;

l) documents, models, prototypes, designs;

m) data recorded on all kinds of data carriers, with the exception of brand new magnetic and optical carriers with copyrighted films, music, and computer software recorded on them, which are designed for sale;

n) fodder, animal by-products, and derivative products;

o) drug precursors;

p) waste;

r) oversize cargo;

s) goods other than those described above, which the Freight Forwarder defines in their offer or in the agreement as Goods with Specific Features.

8) **Shipping Container** – a durable transport device with appropriate resistance, which provides the possibility of multiple use, specially designed to facilitate cargo shipping by one or more means of transport without reloading the cargo;

9) **Cargo Handling Activities** – Loading and Unloading of the consignment:

a) **Loading** – all the operations performed prior to the commencement of shipping, aimed at placing a consignment within the construction of the vehicle itself or, if necessary, in a Shipping Container provided at the place of Loading, taking into account appropriate distribution of the consignment (including the cargo), its packaging, and protection (also on the means of transport);

b) **Unloading** – operations performed after the completion of shipment, aimed at emptying the Shipping Container of cargo, such as, in particular: unlashing, removal of protection devices (including seals), and cleaning of the Shipping Container, should it become soiled during Unloading, including the operations connected with moving the cargo after the removal of seals, necessary to extract it from the Shipping Container;

10) **Transshipment** – servicing a consignment during the execution of the commission, aimed at moving the consignment between means of transport or within one means of transport, or between means of transport and a transshipment terminal or another place where the consignment is stored or stacked, directly connected to or realised together with the freight forwarding agreement;

11) **Force Majeure** – an extraordinary occurrence which is beyond the control of either of the parties; which could be neither foreseen nor avoided, and which took place, or whose results were revealed either after the conclusion of the agreement or following the commencement of order execution. Pursuant to the Polish General Freight Forwarding Rules 2022, force majeure is to be understood as, in particular, the occurrence of (one or more, together or separately) floods, hurricanes or other natural disasters, as well as weather anomalies, terrorist attacks, epidemics, actions or omissions by state authorities (including any acts of law passed by state authorities, which will affect the possibility of the agreement's performance by the Freight Forwarder), repair works or closures of infrastructure on the route of the consignment's transport, congestion and acts of war activities, to the extent in which the above-mentioned occurrences affect the performance of the agreement, including the commission;

12) **Document Form** – a form of legal action which may be observed by making a statement of will in the form of a written document, in the way which allows for identification of the person who made that statement. This includes data carriers and means of electronic communication, particularly e-mail messages, text messages or other messages exchanged via instant messaging.

§ 2

1. The Polish General Freight Forwarding Rules 2022, hereinafter referred to as the PGFFR 2022, are applied to relationships between the Freight Forwarder and the Ordering Party only in the situation where at least one of the parties is a member of the Polish International Freight Forwarders Association.

2. The PGFFR 2022 are applied in their entirety, although subject to the precedence of other conditions specified in the agreement concluded by the Freight Forwarder and the Ordering Party (which includes agreements concluded as a result of the offer submitted by the Freight Forwarder).

3. Any statements made by the Ordering Party, particularly commissions or other contractual terms presented by the Ordering Party to the Freight Forwarder, in any form, in relation to the Freight Forwarder's offer, are applied to the relationship between the Freight Forwarder and the Ordering Party solely to the extent in which such statements correspond to the offer submitted by the Freight Forwarder, while they are applied in the remaining scope, exceeding the contents of the offer or those of the concluded agreement, only after prior acceptance of these statements by the Freight Forwarder, given in writing or in the Document Form under pain of nullity. Lack of an immediate answer from the Freight Forwarder, as well as the commencement of service performance shall not be regarded as acceptance of the Ordering Party's offer included in such statements.

§ 3

The PGFFR 2022 are applied to performance of freight forwarding agreements or commissions concerning Goods with Specific Features defined in § 1, pp. 6) a)–e), l) and m) hereof. The Freight Forwarder's liability for damage resulting therefrom shall be excluded, except for damage which has been caused intentionally.

§ 4

1. An offer made by the Freight Forwarder covers only the activities specified therein, and the tariffs for services mentioned in the offer are binding only during the validity period of the offer, unless the offer provides otherwise.

2. In the agreement concluded by the Freight Forwarder and the Ordering Party, including agreements concluded as a result of the offer submitted by the Freight Forwarder, only remuneration and costs and expenses connected with uninterrupted performance of the agreement are specified.

3. Should the Freight Forwarder receive from the Ordering Party with whom they maintain permanent economic relations an offer (including the counter-offer mentioned in Art. 68 of the Civil Code) to conclude an agreement as part of their business activity, lack of immediate response from the Freight Forwarder shall not be tantamount to the approval thereof.

4. The Freight Forwarder shall not be liable for failure to perform or improper performance of services which were commissioned orally from the Freight Forwarder, unless such a commission is confirmed without delay by the Freight Forwarder or the Ordering Party in the Document Form or in writing, where the Freight Forwarder shall indicate, in particular, the type of the confirmed service, as well as the amount of remuneration due to the Freight Forwarder. Provisions of § 9, p. 2 of the PGFFR shall apply accordingly to performed services which were commissioned orally and not confirmed in the form described above.

5. The Freight Forwarder shall not be liable for the consequences of additional instructions given directly by the Ordering Party to any third parties participating in the realisation of service.

§ 5

1. The Freight Forwarder's offer shall not be binding and shall not result in conclusion of an agreement, if it is understood from the commission that the subject of freight forwarding is an item belonging to the category of Goods with Specific Features, which was not expressly indicated to the Freight Forwarder in the request for offer.

2. The commission shall include all the necessary information about a consignment and its characteristics, particularly marks and numbers of individual items (packages), their number, weight, sizes, cubage, as well as the number and type of transporting units. It shall also indicate whether the goods constituting the consignment belong to any of the categories of Goods with Specific Features, and define the scope of commissioned services as well as any other relevant data and documents necessary for proper execution of the commission.

3. In case the commission does not include one of the elements defined in p. 2 above, or if it contains other omissions or errors, the Ordering Party shall be obliged, at the Freight Forwarder's request, to supplement any missing information and address the omissions or remove the mistakes without delay.

4. Until all the shortcomings in the commission, mentioned above in p. 3, are addressed, the Freight Forwarder shall be entitled to, at their discretion, suspend execution of the Commission in part or in its entirety, and shall inform the Ordering Party thereof. Should the Ordering Party, after an additional deadline has been set by the Freight Forwarder, delay in addressing the shortcomings in the commission, the Freight Forwarder shall be entitled to terminate the commission for a valid reason.

5. In case the Freight Forwarder exercises their rights mentioned above in pp. 2 and 4, the Ordering Party shall not be entitled to file any compensation claims against the Freight Forwarder, even if the Freight Forwarder does not inform the Ordering Party about the decision to exercise their rights.

6. Should the goods be subject to regulations for monitoring carriage of goods or to any other provisions regulating specific principles connected with transport of a given type of goods, and should the Freight Forwarder grant their express consent to rendering services with regard to such goods, execution of the commission shall be additionally dependent on submission, by the Ordering Party to the Freight Forwarder, of all the necessary data, information, documents, and other means indispensable for performance of the service in compliance with the aforementioned regulations. In case the Ordering Party fails to do so, the Freight Forwarder's liability shall be wholly excluded with regard to the performance of a given service, and the Ordering Party shall be obliged to cover, in full, any possible damage which has occurred on the part of the Freight Forwarder.

7. The Freight Forwarder shall be entitled, in particular, to establish the time and type of shipment, the kind of carriage, tariffs and principles of conduct, unless the parties unanimously decide otherwise, in writing or in the Document Form, under pain of nullity.

§ 6

The Freight Forwarder shall not be obliged to perform the Loading or the Unloading. The risk and sole liability for these operations shall be borne by the Ordering Party, unless the parties decide otherwise.

§ 7

At the Ordering Party's express request, made in writing or in the Document Form, under pain of nullity, the Freight Forwarder may conclude, on behalf of the Ordering Party, and at the Ordering Party's exclusive expense, an insurance agreement for the property in transport (cargo), provided that the Ordering Party

submits to the Freight Forwarder before all the necessary information concerning the value and type of the goods.

§ 8

1. The Freight Forwarder shall be entitled to remuneration for handling complaint procedure on behalf of the Ordering Party or of any person indicated by the Ordering Party.

2. The Freight Forwarder shall be entitled to retain the amount of remuneration mentioned above in p. 1, in the situation where the complaint is deemed justified, and the amount claimed is credited to the Freight Forwarder's bank account.

3. The complaint proceedings, mentioned above in p. 1, are not inclusive of handling, by the Freight Forwarder on behalf of the Ordering Party, of any court proceedings, administrative proceedings, court-administrative proceedings, arbitration or mediation.

§ 9

1. The Freight Forwarder shall be entitled to remuneration from the Ordering Party, pursuant to the concluded agreement.

2. For additional services, not stipulated in the agreement, and rendered by the Freight Forwarder without the Ordering Party's approval, but for the purpose of appropriate realisation of the freight forwarding operation or in the best interest of the consignment or of the Ordering Party, the Freight Forwarder shall be entitled, from the Ordering Party, to remuneration in the amount corresponding to the market value of the services in question, if the Freight Forwarder renders the services themselves. In case such services are rendered by a subcontractor, the Freight Forwarder shall be entitled to reimbursement of the incurred costs and expenses, and to remuneration in the amount of 10% of the net value of the above-mentioned costs and expenses plus the VAT due, unless a higher amount of due remuneration has been agreed upon.

3. The remuneration mentioned above in p. 2, as well as all the costs and expenses, including those connected with parking, demurrage, detention, storage, as well as any other costs incurred by the Freight Forwarder in connection with execution of the freight forwarding commission, shall be paid by the Ordering Party at the Freight Forwarder's first request, no later than within seven days.

4. Notwithstanding the provisions of p. 3 above, the Ordering Party shall be obliged, at the Freight Forwarder's first request, to make, without delay, an advance payment towards the remuneration, costs or expenses mentioned above in pp. 2 and 3, or to release the Freight Forwarder entirely from their liability by paying the amounts due directly into the bank account of an authorised carrier or any other entity.

5. The Ordering Party shall not be released from their obligation to make payments for the Freight Forwarder's benefit in the situation where the Ordering Party indicates a third person as the invoice payer.

6. The rates indicated in the Freight Forwarder's offer are binding, subject to the availability of equipment and space on a vessel, on any other means of transport, or at the storage site, and on condition that the Loading onto a vessel or any other means of transport is performed by the day specified by the carrier as the date of loading. Lack of space on a vessel or any other means of transport, lack of equipment, or lack of storage space shall constitute, for the Freight Forwarder, the grounds for terminating the agreement for a valid reason, without liability for possible damage incurred by the Ordering Party.

§ 10

Seizure, forfeiture, confiscation, lien or detention of a consignment, as well as its sale by administrative bodies or other similar bodies, or by the Freight Forwarder's subcontractor, in particular by the carrier, shall not affect the Freight Forwarder's claims against the Ordering Party, particularly the claims for payment of due remuneration and for reimbursement of costs or expenses.

§ 11

1. When placing an order with the Freight Forwarder, the Ordering Party declares that their financial position enables them to satisfy all liabilities towards the Freight Forwarder, that they are not, at present, the subject of bankruptcy or restructuring proceedings, and that there are no reasons for such proceedings to be instigated. Should a motion for instigation of such proceedings be filed with a court, the Ordering Party shall be obliged to inform the Freight Forwarder thereof no later than on the day following the one on which the motion was filed.

2. The Freight Forwarder shall be entitled to retain the consignment covered by the freight forwarding agreement until the day when full payment is made for the performed services, past and present, and until the expenses incurred by the Freight Forwarder, as well as any other amounts due in connection with commissions hitherto executed for the Ordering Party, together with interest thereon, are reimbursed. If such a payment is not made by the deadline specified in an invoice, in any other accounting document or in a request for payment, the Freight Forwarder shall be entitled to sell the consignment on conditions established at their discretion, by way of tender or single-source sale, and to cover (set off) from the price obtained, firstly the amount due to the Freight Forwarder for the services rendered by them, the interest and other costs connected with satisfying their claims. The Freight Forwarder shall then be obliged to transfer the remainder of the sale proceeds into the bank account from which the last invoice issued by the Freight Forwarder with regard to the Ordering Party's commission was paid. On placing a commission with the Freight Forwarder, the Ordering Party grants to the Freight Forwarder irrevocable power of attorney to perform all the activities necessary to exercise the rights mentioned herein, including, in particular:

1) retention and disposal of goods covered by the commission to satisfy the Freight Forwarder's claims against the Ordering Party;

2) sale of the consignment on conditions established at the Freight Forwarder's discretion, by way of tender or single-source sale, and to cover (set off) from the price obtained, firstly the amount due to the Freight Forwarder for the services rendered by them, the interest and other costs connected with satisfying their claims.

On placing a commission with the Freight Forwarder, the Ordering Party represents that they shall conduct any disputes with the owner of the goods on their own, and undertakes the obligation to indemnify the Freight Forwarder against any claims made by third parties, including claims for payment or return of goods, by way of settling the amounts due.

3. The Ordering Party shall assume the entire liability for any damage to third parties' assets, which may result from the Freight Forwarder's use of their rights mentioned hereinabove in p. 2, or of the right of statutory lien. In case such third parties issue any claims against the Freight Forwarder, the Ordering Party undertakes the obligation to fully indemnify the Freight Forwarder against these claims. Should the Freight Forwarder satisfy the aforementioned claims, the Ordering Party undertakes to fully reimburse the costs incurred by the Freight Forwarder in this respect, at the Freight Forwarder's first request.

§ 12

The Freight Forwarder shall be liable for the used by them in the execution of the commission in accordance with the "fault in selecting" (culpa in eligendo) principle.

§ 13

1. The Freight Forwarder shall not be liable, in particular, for the following:

1) valuable consignments and dangerous goods, if they are not declared in the commission and accepted by the Freight Forwarder in the concluded agreement;

2) damage caused by delay;

3) damage other than actual loss (damnum emergens);

4) natural defects;

5) damage caused by breaking or risk of breaking a cold chain;

6) damage caused by access or risk of access of third parties to the consignment;

7) damage caused by lack of due diligence on the part of the Ordering Party or any third party acting on behalf of the Ordering Party as the entity handing the consignment for transport or collecting the consignment, provided they were obliged to do so in the situation where the container was not sealed in the presence of a carrier, or where entries were not made in the bill of lading, etc.;

8) damage caused by exercising, by the Freight Forwarder, the Sub–Forwarder, or the carrier their right of lien or retention;

9) failure to perform or improper performance of the agreement in its entirety or in part for reasons beyond the Freight Forwarder's control, such as, in particular (when at least one of them occurs): force majeure, lack of space on the means of transport, lack of equipment, service or storage space, increase or change in freight rates and the Ordering Party's refusal to accept the new rates;

10) delay caused by untimely operation of the container terminal.

2. The Freight Forwarder may no, in any case, be charged with failure to exercise due diligence in executing the commission, if:

a) loss of or damage to a consignment is caused solely by fault of an authorised person, their instructions which do not result from the fault of the Freight Forwarder or the Freight Forwarder's carrier-subcontractor, defects of the goods, or from circumstances which could not be avoided by the Freight Forwarder, and whose effects they could not prevent;

b) loss of or damage to a consignment due to one or more of the following reasons (each of them individually):

– lack of or defective packaging, if the activities connected with packing were not, under the concluded agreement, included in the Freight Forwarder's obligations, or if the goods, due to their natural properties, perish or are damaged (including partial damage), in particular by breakage, rust, self–deterioration, desiccation, leakage, natural defects, and activity of insects or rodents;

– loading of the goods by the shipper into open-top Shipping Containers;

Unless agreed otherwise by the parties in writing or in the Document Form, under pain of nullity.

§ 14

1. Compensation paid by the Freight Forwarder, due to the person entitled to it under the freight forwarding agreement, is limited to the ordinary value of a given consignment, indicated in an invoice or another document, subject to the remaining provisions of the PGFFR 2022.

2. Nevertheless, under no circumstances may the compensation paid by the Freight Forwarder exceed the value of 2 SDR per 1 kg of gross weight of a consignment which is missing, damaged, lost, destroyed, utilized, rejected, or abandoned, regardless of the cause thereof.

3. The total amount of the compensation due from the Freight Forwarder shall not exceed the equivalent of the amount of 50,000 SDR per each incident, unless compensation in a higher amount is obtained from the person for whom the Freight Forwarder is liable.

§ 15

1. The Freight Forwarder shall be informed about any damage to a consignment or the probability of its occurrence without delay, no later than within seven days from the date when the consignment in question was handed over to the recipient or another authorised entity. In case such damage is not reported by the stipulated deadline, it shall be assumed that the damage to the consignment did not occur during the execution of the freight forwarding commission, or as a result of improper performance of their obligations by the Freight Forwarder.

2. Subject to the remaining provisions of the PGFFR 2022, the Ordering Party shall be entitled to file a complaint with the Freight Forwarder. The complaint shall be submitted to the Freight Forwarder in writing or in the Document Form, under pain of nullity, and shall include the necessary documents mentioned hereinafter in p. 3.

3. The complaint shall be accompanied by documents stating the condition and value of the consignment, and confirming the circumstances in which the damage occurred. Any complaint without the aforementioned documents may be deemed by the Freight Forwarder to have not been submitted; should this be the case, the Freight Forwarder shall be entitled to leave the complaint unprocessed, while the Ordering Party shall not be entitled to any claims against the Freight Forwarder in relation thereto.

4. The Freight Forwarder's failure to respond to the complaint shall not constitute recognition of the Ordering Party's claims included in this complaint.

FREIGHT FORWARDING

§ 16

1. The provisions of this chapter are applicable to agreements on sea freight, air freight, railway freight or road freight, concluded by the Freight Forwarder, including the situation where the freight forwarding agreement is performed with the use of more than one means of transport, unless the provisions of the PGFFR 2022 state otherwise.

2. The Incoterms ® Rule, in accordance with which a commercial agreement has been concluded, is provided to the Freight Forwarder by the Ordering Party for information purposes only. Its invocation in the Freight Forwarder's offer shall not mean that the Freight Forwarder is obliged to perform the duties of the Ordering Party or of any other entity which is a party to this commercial agreement.

§ 17

1. The transit time (TT) specified by the Freight Forwarder, as well as any other information relating to the time within which the service ought to be provided (e. g. ETA. ETD), including all kinds of timetables, shipping service's timetables, sailing schedules or any other dates of departure or arrival, of calling at ports, as well as of arrival and departure of aircraft, published by the Freight Forwarder, carriers or by any other entities, are indicative in nature and are not guaranteed.

2. The Freight Forwarder shall not be liable for any delay in the execution of the commission or in the performance of individual operations within this commission by the stipulated deadline, unless the parties decide otherwise in writing or in the Document Form under pain of nullity.

§ 18

1. The Freight Forwarder shall not be not obliged to use services provided by controlling companies in order to verify the condition of a container, a consignment or of seals, unless the performance of such a service clearly results from the offer made by the Freight Forwarder, or unless the Freight Forwarder directly undertakes to perform such an activity, in writing or in the Document Form, under pain of nullity.

2. Subject to other provisions of the PGFFR 2022, the Freight Forwarder shall not be liable for loss or damage to the goods resulting from unsuitable or defective condition of a Shipping Container, even if such a Container was provided by the Freight Forwarder as part of the execution of the freight forwarding commission, in the situation where the unsuitable or faulty condition of the Container was or would be visible upon the delivery thereof to the loading site or during the operation of loading the goods into the Shipping Container.

3. The Ordering Party shall be solely liable for compliance of the weight of goods provided to the Freight Forwarder with the actual weight of the goods.

§ 19

In case the parties agree that, as part of the freight forwarding services provided, the Freight Forwarder is obliged to store the goods, the Ordering Party shall be obliged to submit to the Freight Forwarder, prior to the storage of goods, in writing or in the Document Form, a list of guidelines concerning the conditions in which the goods are to be stored, in the situation where the goods or the consignment require storage in special conditions.

Detailed provisions concerning sea freight forwarding

§ 20

The Ordering Party shall be obliged to define and provide the Freight Forwarder, in time sufficient for this information to be taken into consideration in the plan for vessel loading, with verified gross mass (VGM) of a container. This information shall be provided in accordance with binding provisions of law, and the Freight Forwarder shall be issued with an appropriate certificate indicating the weighing method applied, as well as details of the weighing procedure, unless the activity of estimating the VGM clearly arises from the offer submitted by the Freight Forwarder, who undertakes therein to provide this service for the benefit of the Ordering Party. Failure to determine or incorrect determination of the VGM, or failure to provide a certificate, shall entitle the Freight Forwarder to terminate the freight forwarding agreement with effect on the day of submitting the statement concerning the container or containers with regard to which the Ordering Party failed to perform the activities mentioned above. Such termination shall not result in liability for damages on the part of the Freight Forwarder, concerning failure to perform the agreement or inappropriate performance thereof.

§ 21

1. Postage of bills of lading and other documents connected therewith takes place at the risk of the Ordering Party. The Freight Forwarder shall not be liable for damage caused by loss of a bill of Lading or of a set of bills of lading, sent to the Ordering Party or to a person indicated by the Ordering Party, even in the situation where the Freight Forwarder concludes an agreement with the postal operator, courier company or any other similar entity.

2. The goods shall be released only after the original of the bill of lading, a TELEX release or a similar document is presented, provided it is used and approved by sea carriers. In the situation where HBLs (House Bills of Lading) are issued – the goods shall be released after original of these documents, a TELEX release or a similar document is presented, provided it is used and approved by sea carriers.

3. In case there is no original of a bill of lading (if it was issued in such form), particularly if it has been lost, the goods shall be released after the Ordering Party or, depending on the situation, another indicated entity, has signed a letter of guarantee in the wording suggested by the Freight Forwarder, or on presentation of other securities indicated by the Freight Forwarder or the sea carrier, including, in particular, the delivery of a bank guarantee or payment of a cash security deposit.

§ 22

In situations where the Freight Forwarder is an entity defined as the "Merchant" in the light of terms and conditions of the bill of lading or other similar documents used by sea carriers, including, in particular, the sender, the shipper or the recipient, and claims are made against the Freight Forwarder (e. g. in connection with general average or for any other reasons), the Ordering Party shall be obliged to fully indemnify the Freight Forwarder against liability in this respect and, additionally, at the Freight Forwarder's request, to pay an appropriate amount of money in order to secure the Freight Forwarder's recourse claims. In case the claims mentioned in the preceding sentence are satisfied by the Freight Forwarder, the Ordering Party shall be obliged to reimburse the Freight Forwarder for any costs and expenses incurred in relation to satisfying the above-mentioned claims.

§ 23

The Ordering Party shall be obliged to perform, in good faith, all the factual and legal actions required for proper execution, by a Freight Forwarder, of their obligations outlaid in terms and conditions of a bill of lading, or in other documents of a similar nature, used by sea carriers.

INTERMODAL TRANSPORT OPERATORS

§ 24

1. This chapter of the PGFFR 2022 stipulates principles for rendering services by Intermodal Transport Operators (ITO), which are binding in relationships between ITOs and their Ordering Parties, with regard to all services connected with organising intermodal transport, rendered by ITOs.

2. General provisions and provisions concerning freight forwarding included in the PGFFR 2022 are applied to issued not regulated differently in this chapter.

§ 25

The terms used in this part of the PGFFR 2022 shall have the following meanings:

1. Intermodal Transport – moving goods in the same Shipping Container classified as an intermodal transport unit (ITU), with the use of at least two different branches of transport, for example, railway and road transport, as well as moving empty ITUs in connection therewith;

2. Terminal Operations – necessary Transshipment of ITUs, their storage between different means of transport or between means of transport of the same kind, as well as other ITU services provided during intermodal transport.

3. ITU – Intermodal Transport Unit (French Unité de Transport Intermodal, also in English ILU – Intermodal Loading Unit) – a Shipping Container or a vehicle designed for carriage of goods by at least two different branches of transport, and for Terminal Operations, for example ISO containers, swap bodies, semi-trailers adapted to Transshipment with the use of a crane.

4. Intermodal Certificate – a document confirming reception for shipment with the use of Intermodal Transport, by an ITO as the Freight Forwarder, of goods described by the Ordering Party in documents submitted to the ITO. The ITO shall issue the Intermodal Certificate based solely on documents provided by the Ordering Party, and shall not verify the compliance of actual condition of the consignment with contents of the above-mentioned documents.

5. Intermodal Consignment Note – a document confirming the reception, by an ITO as the Contracting Carrier, of a consignment for Intermodal Transport. The document includes, in particular, a description of individual sections of transport route, points where means of transport are changed, as well as types of transport used in a given section.

6. Network Principle – a principle of an ITO's liability as the Contracting Carrier, in accordance with which the ITO's liability for damage is defined by these mandatory provisions which are applied to the stage of Intermodal Transport where the damage occurred.

§ 26

1. The ITO, concluding an agreement with the Ordering Party, undertakes to send or collect an empty or loaded ITU using Intermodal Transport, and to organise Terminal Operations or other services connected with the movement thereof (Intermodal Freight Forwarder).

2. The ITO may issue an Intermodal Certificate at the Ordering Party's request, in order to confirm reception of goods for intermodal shipment.

§ 27

Under the agreement, the ITO undertakes action in order to establish at which stage of Intermodal Transport the damage occurred, and performs the necessary activities to secure the Ordering Party's rights in accordance with binding regulations.

§ 28

The ITO may, as part of the agreement, carry a consignment over the entire route of Intermodal Transport or over a part thereof; in such a situation, the ITO shall have both the rights and liabilities of a carrier.

§ 29

1. If the agreement is concluded based on an offer made by the ITO, provisions of § 4, p. 3 of the PGFFR shall be applied accordingly.

2. In case the agreement is concluded with the Ordering Party using the ITO's tariff, and the agreement does not state otherwise, the ITO shall not accept commissions concerning Goods with Specific Features, defined in § 1 pp. 6) a)–m), r), hereof, and furthermore:

1) postal and courier consignments;

2) consignments not transported in ITUs.

§ 30

Remuneration payable to the ITO is established based on the agreement concluded by them with the Ordering Party (including agreements concluded as a result of the offer tendered). Within the remaining, undefined scope, remuneration may be established based on the ITO's tariff, in force on the day when the agreement was concluded, provided that the tariff was submitted or made available to the Ordering Party on conclusion thereof, in a form allowing for its being retained and referred to in the ordinary course of business. In case of discrepancies between the contents of the agreement and the tariff, the provisions of the former (including the offer) shall prevail.

§ 31

1. The Ordering Party shall be liable towards the ITO for proper closing and securing ITUs handed over to the ITO for Intermodal Transport. Each ITU should be secured with container seals adjusted to the conditions characteristic for such transport. The Ordering Party shall be obliged to ensure that numbers of seals or of other securities are provided to the ITO prior to their acceptance of ITUs for Intermodal Transport.

2. In case the numbers of seals or of other securities used in a consignment are missing, the ITO shall call upon the Ordering Party, in the Document Form, to perform the above-mentioned obligation, and the Ordering Party shall be obliged provide the number of a seal or of another kind of security before the consignment is accepted for Intermodal Transport.

3. In case the Ordering Party, despite being requested to do so, fails to provide the ITO with the above-mentioned numbers of seals or of other securities used in the consignment, the ITO shall be entitled to terminate the commission within this scope. However, if the ITO decide to not to exercise this right and commences execution of the commission, they shall be obliged to take action aimed at obtaining information on numbers of seals or of other securities; and in case they:

a) fail to obtain the information on numbers of seals – read the number of the seal if it is attached to the ITU;

b) find that the seals are missing – secure the ITU with an appropriate seal at the Ordering Party's expense, without delay, before the consignment is handed over by the ITO for the subsequent stage or transport, and inform the Ordering Party about the actions taken, also providing them with the number of the seal attached.

4. The ITO which performs the obligation indicated in p. 3 hereinabove, shall be released from the obligation stipulated in § 27, and from liability resulting from unauthorized access of third parties to the ITU in question, which occurred prior to the attachment of the seal or before the ITO obtained the number of that seal.

§ 32

1. Unless the agreement states otherwise, the ITO and their subcontractors are neither obliged nor entitled to inspect the consignment in any other way than checking the visible external condition of the ITU.

2. The ITO shall be obliged to verify whether the received numbers of seals and markings of the ITU are correct, and to inspect the condition of visible seals or other securities required for a given ITU. Should there be any discrepancies with regard to the provided numbers of one or more seals, the ITO shall be required to inform the Ordering Party about such discrepancies without delay, but no later than prior to handing over of the consignment for the subsequent stage of transport.

3. The ITO may refuse to accept a consignment whose condition is unsuitable for safe Intermodal Transport and for performance of Terminal Operations, which includes the situation where loose elements of equipment

are improperly mounted and secured. The ITO shall not be liable either for mounting open-top and flat rack ITUs, or for covering them with tarpaulin or an appropriate sheet.

4. Unless the agreement provides otherwise, the ITO shall not be liable for the Loading or Unloading of goods into/from the ITU. The ITO, their subcontractor or each of them individually, do not take part in Loading Activities as a rule, and are not liable for correct Loading of goods into ITUs, for securing the goods, for the condition, quantity, quality or packaging thereof, or for the accuracy and completeness of data in documents regarding, inter alia, the type, weight, volume, type or number of items, or condition of the goods.

§ 33

1. The ITO may, in the agreement concluded with the Ordering Party, undertake to transport a marked ITU, empty or loaded, assuming the liability for its delivery with the use of Intermodal Transport (Contracting Carrier). The above-mentioned obligation on the part of the ITO shall arise directly from the contents of the offer submitted by the ITO, or from another statement made by them in writing or in the Document Form, and shall be confirmed by the ITO by filing a completed Intermodal Consignment Note. If the ITO acts as a Contracting Carrier, they are obliged to provide the Ordering Party with a template of Intermodal Consignment Note to be completed; such a template shall include, in particular, the description of planned sections of the transport route and of the means of transport used.

2. The Intermodal Consignment Note shall be compliant with the transport commission. In case of omissions or discrepancies between the Intermodal Consignment Note and the transport agreement, the parties shall be bound by terms and conditions of the agreement, while the provision of § 2, p. 2 of the PGFFR 2022 shall also be applied.

3. Within the agreement concluded in accordance with p. 1 above, the ITO may use the services of subcontractors such as railway carriers and road carriers. However, in such cases, the ITO shall be liable for the acts and omissions of these subcontractors in the same way the ITO is liable for their own acts and omissions.

4. The ITO shall be entitled to perform the intermodal transport agreement in the manner they deem appropriate, which includes using only road transport. In such a case, it shall be assumed that the parties concluded an agreement on transport of goods by road.

5. Should there be no provisions in the agreement, at least in the Document Form, which explicitly indicate the ITO's obligations defined in p. 1 hereinabove, it shall be assumed that the Ordering Party has given their consent and represents that the ITO is obliged to act within the scope stipulated in § 26, p. 1 hereof.

§ 34

1. The ITO mentioned in § 26, p. 1 hereof may not be charged with failure to exercise due diligence in their execution of the consignment in the situation where the loss of or damage to the consignment occurred due to, in particular, the fact that the goods were loaded by the sender into open top or flat rack ITUs.

2. The ITO mentioned in § 33, p. 1 of these PGFFR 2022, shall be liable for damage on the Network Principle.

FINAL PROVISIONS

§ 35

1. If both Parties have their respective registered seats (places of residence) in Poland, any disputes between the Ordering Party and the Freight Forwarder shall be resolved by a common court of law with jurisdiction over the registered seat of the Freight Forwarder.

2. If the Ordering Party's registered seat or place of residence is abroad, any disputes between the Ordering Party and the Freight Forwarder shall be resolved by a Polish common court of law with jurisdiction over the registered seat of the Freight Forwarder (national jurisdiction).

3. Any disputes arising from the agreement concluded between the Ordering Party and the Freight Forwarder, to which the provisions of these PGFFR 2022 are applied, or any disputes arising in connection with this agreement, may be resolved, with the parties' mutual consent, by the Arbitration Court at the Polish International Freight Forwarders Association in Gdynia, in accordance with the Regulations of this Arbitration Court in force on the date when the claim is filed.

§ 36

1. Should any provision of these PGFFR 2022 be deemed unenforceable or invalid, in part or in its entirety, this shall not exclude the enforceability or validity of the remaining provisions hereof, or the enforceability or validity of the remaining scope of any provision which was deemed unenforceable or ineffective in its part.

2. In the situation described in p. 1 above, any stipulation deemed invalid or unenforceable shall be substituted by another provision, permitted in the light of law, which is most similar to the intent of the invalid or unenforceable provision of the PGFFR 2022.

§ 37

1. Agreements concluded between the Ordering Party and the Freight Forwarder with the use of the PGFFR 2022 shall be governed by Polish law, unless the parties agree otherwise.

2. In case of any discrepancies between the Polish and English version of these PGFFR 2022, the Polish version shall prevail.

§ 38

When the Ordering Party and the Freight Forwarder conclude an agreement with the application of some or of all the provisions of the PGFFR 2022, the parties declare that, prior to the conclusion of such an agreement, they familiarised themselves with the provisions of the PGFFR 2022 in so far as they are applicable to the agreement concluded by the parties. The parties also represent that they agree to the provisions of the PGFFR 2022 being applied, in the scope mentioned hereinabove, to the agreement concluded between them.