

**GENERAL TERMS AND CONDITIONS OF FREIGHT FORWARDING SERVICES OF
BF International Sp. z o.o.**

Article 1

Basic information

1. These General Terms and Conditions of Freight Forwarding Services of BF International Sp. z o.o. (hereinafter referred to as : The Freight Forwarding Conditions) govern the conclusion and implementation of contracts for freight forwarding services, which are applicable in the relations between the Customer, who is not a consumer within the meaning of the provisions of the Act of 16 February 2007 on Competition and Consumer Protection (the Journal of Law of 2007, no. 50, item 331, as amended), and BF International Sp. z o.o. (hereinafter referred to as: the Freight Forwarder), which conducts a business activity involving the provision of services including the shipment or receipt of consignments, the organization of the entirety or parts of the freight forwarding process, and other activities associated with the handling of consignments.
2. Within the meaning of these Terms and Conditions, the Customer is defined as any entity submitting an order to BF International Sp. z o.o., even if it operates through representatives (employees, subcontractors, etc.).
3. By submitting an order to BF International Sp. z o.o. the Customer confirms that they have become acquainted with these General Terms and Conditions and that they fully accept them as well as any additional terms agreed between the parties.
4. BF International Sp. z o.o. may perform freight forwarding services on the basis of terms and conditions other than those referred to in these Terms and Conditions. This requires the conclusion of a separate freight forwarding contract or the confirmation of a freight forwarding order submitted by the Customer on the basis of an accepted offer for the provision of freight forwarding services submitted by BF International Sp. z o.o.
5. BF International Sp. z o.o. declares, that it is authorized to perform freight forwarding services, which is confirmed, among others, by a valid license for the performance of freight forwarding activities and a freight forwarder's liability insurance policy.
6. BF International Sp. z o.o. acts in its own name, but on behalf of the Customer.
7. BF International Sp. z o.o. may authorize another entity to act in its name as a subcontractor. The Freight Forwarder is responsible for any subcontractors and further forwarders that it uses for the execution of the order, unless it is not responsible for their selection.

Article 2

Execution of orders

1. BF International Sp. z o.o. accepts orders by electronic means (e-mail, instant messaging), by fax, by telephone or in writing.
2. Unless the Parties have expressly agreed otherwise, BF International does not provide freight forwarding services relating to the following types of goods:
 - a) live animals,
 - b) money, documents and written correspondence, _____

- c) gold, silver, products from these metals, precious stones, pearls, platinum, etc.,
- d) works of art, philatelic and numismatic collections,
- e) postal and courier parcels subject to the Postal Law.

3. Before submitting an order the Customer is obliged to obtain information as to the legality of the export or import of goods that are supposed to be the subject of the forwarding services, to the territory or from the territory to which the provisions relating to import or export controls apply.

4. The Customer is obliged to:

a) properly submit the order containing all the information necessary for the proper implementation of the service, including, in particular, information on the type of goods being transported, their parameters, classification and properties, methods of loading, unloading, carriage and possible handling,

b) provide BF International Sp. z o.o. with the documentation necessary for the proper implementation of the service.

5. The Customer shall bear responsibility for providing inaccurate or incomplete information in the Order or in the later instructions, as well as the lack of, incorrectness or incompleteness of the documentation that it is required to provide.

6. The Customer shall bear the sole responsibility for any costs and expenses, and in particular fines, fees, penalties imposed by the competent authorities or bodies, which may arise directly or indirectly as a result of situations where the Customer entrusts BF International Sp. z o.o. with the implementation of freight forwarding services in which the type of goods actually being transported is different than declared.

7. The Customer has the right to cancel an order entrusted to BF International Sp. z o.o. no later than 24 hours before the date of commencement of order implementation. In the event the Customer cancels the order within fewer than 24 hours before the date of commencement of order implementation, BF International Sp. z o.o. shall be entitled to charge the Customer with a contractual penalty in the amount corresponding to the price of the canceled service.

8. Customer's requests regarding changes in the provisions of the order, such as the date of loading and unloading, type of means of transport used for the carriage, or changes to other relevant provisions of the order must be communicated to BF International Sp. z o.o. in writing. Any costs which may arise as a result of such changes shall be borne by the Customer. In the event the requested changes would prevent or significantly impede the implementation of the service, BF International Sp. z o.o. shall have the right to refuse or suspend the implementation of the service.

9. In the event the changes in the conditions of the service are the result of actions attributable to BF International Sp. z o.o., the Customer shall be entitled to claim compensation under the complaint procedure.

10. The Customer is obliged to properly prepare the goods before they are handed over to BF International Sp. z o.o. for the implementation of the service, that is, to package, to secure, to describe the goods and to provide the shipping address. The packaging of the goods should be properly sealed and locked, in order to prevent unauthorized access to their content, as well as robust enough to match the weight and size of the goods, and should contain appropriate labels indicating the specific nature of the consignment.

11. In the event the Customer orders the additional services of loading of the goods by the driver, the Parties shall establish the cost of such operation individually for each order, taking into account the nature of the goods to be transported. Such cost shall not be lower than EUR 25, however.

12. BF International Sp. z o.o. reserves the right to verify the condition of the consignment, its parameters and packaging. In the event of any discrepancies between the information provided by the Customer and the factual circumstances BF International Sp. z o.o. has the right to change the pricing of the service or to deny the implementation of the service.

13. BF International Sp. z o.o. shall not be liable for any damages resulting directly or indirectly from defects of the goods, the lack of packaging or insufficient packaging, in particular in situations where it is impossible to detect these defects before the commencement of the service.

14. BF International Sp. z o.o. shall not be liable for any indirect or consequential losses or damages or for any potential gains that the Customer would have been able to achieve were it not for the damages, as well as for any damages resulting from circumstances of force majeure or ones caused for reasons beyond the control of BF International.

15. If the Customer decides to return the consignment to the original place of dispatch or to another place designated by the Customer, and if the Recipient refuses to accept the consignment for any reason, such actions will be interpreted as a request for changes in the terms of the service, and BF Service International Sp. z o.o. will be entitled to additional remuneration from the Customer.

Article 3

Freight Forwarder's Remuneration

1. The Customer is obliged to pay to BF International Sp. z o.o. the price set out in the contract. This price does not include VAT or other customs charges and tax charges. The Customer assumes the sole responsibility for these charges.

2. The Customer is obliged to settle any payments resulting from the VAT invoices for the services provided by BF International Sp. z o.o. within 14 days from the date of the invoice, unless the Parties have agreed otherwise.

3. The VAT invoices for the freight forwarding services provided by BF International Sp. z o.o. are issued after each executed service, unless the Parties have agreed otherwise.

4. The Customer authorizes BF International Sp. z o.o. to issue VAT invoices without the signature of the authorized person.

5. Subject to the Customer's written consent, the VAT invoices for the services provided by BF International Sp. z o.o. will be submitted to the Customer in the electronic form.

6. In case of any delay in any of the Customer's payments, BF International Sp. z o.o. shall be entitled to statutory interest that will be calculated starting from the day on which the payment was supposed to be made until the day it was actually made. In the event of any delay in payment BF International Sp. z o.o. shall be entitled to suspend the implementation of freight forwarding services until the Customer fully settles all the late payments, along with the due interest.

7. The Customer is not entitled to deduct the amounts of any possible claims for compensation from any amounts due to BF International Sp. z o.o.

8. The Customer shall not be entitled to assign to third parties any claims due from BF International Sp. z o.o. without the prior written consent of BF International Sp. z o.o.

9. BF International Sp. z o.o. shall be entitled to place liens on the Customer's goods, unless the Parties have agreed otherwise. Without the prior written consent of BF International Sp. z o.o. the Customer shall not be entitled to establish any liens, guaranties or any other types of sureties associated with the goods towards third parties.

10. BF International Sp. z o.o. has the right to charge the Customer with any additional costs that arose during the implementation of the service due to circumstances not attributable to BF International Sp. z o.o., such as e.g. layovers, failed loading or unloading attempts, redirection of the goods during transport, handling, etc.

11. In the event of layovers not attributable to BF International Sp. z o.o., the Customer will be obliged to pay to the BF International a contractual penalty in the amount of:

- a) 150 EUR for each commenced day of layover of the vehicle during the execution of an international forwarding service, unless the Parties have agreed otherwise,
- b) 300 PLN for each commenced day of layover of the vehicle during the execution of a domestic forwarding service, unless the Parties have agreed otherwise,

wherein such fees shall not be charged for the first 24 hours of layover in the case of implementation of international forwarding services and the first 8 hours of layover in the case of implementation of domestic forwarding services.

Article 4

Complaint procedure

1. Complaints shall be submitted to the headquarters of BF International Sp. z o.o. in writing, by e-mail or by fax. Complaints submitted in any form other than that indicated above will not be considered.

2. Complaints regarding the provided service must be reported immediately, but no later than:

- a) 14 days from the date of receipt of a consignment in the event of any defects or damages
- b) 21 days from the date of the scheduled delivery in the event of loss of the consignment or delay in delivery

Complaints submitted after these deadlines will not be considered.

3. In the event of apparent damage, partial or total loss of the goods, a damage report should be prepared during the unloading process. In order to be valid, the damage report must be signed by the Recipient and a representative of BF International Sp. z o.o. Both the Recipient and the representative of BF International Sp. z o.o. are entitled to enter appropriate annotations in the damage report in the event of differing opinions.

4. In the event of damages or deficiencies that were not apparent during delivery, a complaint should be submitted no later than within 7 days from the date of unloading. The entity submitting the complaint is obliged to demonstrate that the damage or deficiency of the goods occurred before their delivery.

5. In order to submit a complaint concerning damages it is necessary to provide data identifying the claim and the justification. The data identifying the claim include: the name of the entity submitting the complaint along with the address and contact details, the precise indication of the order to which the complaint applies, the subject of the complaint, the type and number of the shipping document, the claim amount, the gross weight of the damaged/lost consignment, the bank account number of the entity entitled to compensation, the signature of the party submitting the complaint.

6. A written complaint concerning the damage must be submitted together with the following documentation:

- a) shipping document
- b) damage report
- c) documents confirming the claim amount

d) photographic documentation of damages or other documents confirming the existence and extent of the damages

All the documents must be submitted in the original or in a copy certified as true to the original.

7. In the event of any deficiencies in the documentation backing the complaint BF International Sp. z o.o. shall ask the entity submitting the complaint to supplement it within 14 days. In the event the entity submitting the complaint fails to deliver the required documentation within the above mentioned time limit the complaint will not be considered.

8. BF International Sp. z o.o. reserves the right to verify the damage of the goods for the purpose of processing of the submitted complaint. In the event the entity submitting the complaint fails to make the product available for the verification activities described above the claim may not be considered.

9. The submission of a complaint does not release the entity submitting the complaint from the obligation to pay for the forwarding service and shall not entitle it to make any deductions.

9. BF International Sp. z o.o. shall attempt to consider all complaints as quickly as possible, taking into account the time necessary to thoroughly analyze and assess the complaint and the gathered complaint material.

Article 5

Additional provisions

1. In matters not regulated by these Terms and Conditions, the provisions of international agreements, the Polish civil code, and in particular the articles 794-804, shall apply.

2. Any disputes arising out of contracts to which this document applies, will be attempted to be resolved in an amicable manner. In the event it is impossible to reach an agreement, the disputes will be resolved by a common court of law with jurisdiction for BF International Sp. z o.o.

3. BF International Sp. z o.o. is entitled to introduce changes in these General Forwarding Conditions at any time, and such changes will not be interpreted as changes in the contract and will not each time require the consent of the respective entities bound by the provisions of this document.

4. BF International declares that it is the administrator of personal data within the meaning of the Act of 29 August 1997 on the Protection of Personal Data (Journal of Laws of 1997, No. 133, item 833 as amended) that are transferred in connection with the implementation of the freight forwarding services. The collection and processing of personal data is conducted for the purpose of the implementation of contracts and handling of the complaint procedure. The entity which provides consent to the processing of such personal data, shall have the right to control them in the scope covering in particular: access to such data, the right to obtain information on the purpose, scope and method of data processing, and the right to request the supplementation, updating, rectification, temporary or permanent suspension of their processing, or their removal.

5. These Terms and Conditions shall enter into force on, the full content of the document is available on the website: *(address of the website)*