

Terms and Conditions of service - CEVA Freight (Poland) Sp. z o.o.

Terms and Conditions of service performed by CEVA Freight (Poland) Sp. z o.o. with its registered seat in Warsaw, at Poleczki 33, 02-822 Warsaw, registered with register of entrepreneurs of National Court Register maintained by District Court in Warsaw, XIII Commercial Division, under registration number KRS 0000229880, share capital PLN 50.000, Tax Code and VAT number 522-276-08-66 ("Company")

These Terms and Conditions of service constitute a legally binding contract between the "Company" and the "Customer". In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other document(s) shall govern those services. Company does not accept deviating terms and conditions of the Customer, unless both parties expressly agreed to their validity in writing. Company Terms and Conditions also apply if we perform the service for the customer unconditionally in the knowledge of conflicting or deviating terms and conditions of the Customer. Company Terms and Conditions also apply to future (individual) contracts concluded in the course of the business relationship between the customer and us, even if parties do not explicitly refer to them.

1. Definitions.

(a) "Company" shall mean CEVA entity performing the services, its subsidiaries, related companies, agents and/or representatives;

(b) "Customer" shall mean the person for which the Company is rendering service, as well as its agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;

(c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;

(d) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier";

(e) "Third parties" shall include, but not be limited to, the following: "carriers, truck men, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".

2. Company as agent.

The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the filing of export documentation on behalf of the Customer and other dealings with Government Agencies: as to all other services, Company acts as an independent contractor.

3. Offers.

A legally binding contract is only concluded when Company confirms the (individual) order of the customer in writing or start with the actual execution of the respective (individual) order. The submission of an offer does not constitute any commitment or obligation on the part of Company and does not constitute automatic acceptance of any contract terms made available by the customer, unless explicitly indicated by the Company. The offer is valid subject to the availability of appropriate cargo space as well as sufficient empty equipment and assumes unchanged transport, tariff and value date ratios plus the local additional charges. If a contract between the Company and the Customer enters into force, the offer number stated in Company's offer, if listed there, must be included in the respective orders. Any missing or incorrect specification of the offer number may result in additional costs for the Customer.

4. Quotations Not Binding.

Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer.

4. No Liability for the Selection or Services of Third Parties and/or Routes.

Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any actions(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the act of a Third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company in procurement from usual suppliers, mechanical failure or damage to aircraft, failure of equipment, unserviceability

5. Dangerous goods

Unless otherwise stated in Company's offer, this is based on the acceptance of goods that are not covered by the relevant dangerous goods regulations, in particular the ADR [European Agreement concerning the International Carriage of Dangerous Goods] and DGR (Dangerous Goods). Beyond that, monies and securities, prototypes, jewellery, gemstones and works of art, personal effects, removals, perishable foodstuffs, live animals and plants, as well as motor vehicles, are also excluded from the carriage. If dangerous goods are the subject of the order, the customer is obligated to provide CEVA with the necessary documents before the respective booking. If the customer does not fulfil this obligation, the customer is responsible for all the resulting negative consequences and in particular must bear all resulting costs, for example because of a delay in the transport.

6. Sanctioned Countries.

Customer agrees that the Services do not obligate Company to perform any transactions related to Sanctioned Countries (services prohibited by the laws of the United States of America, European Union law or national regulations), and agrees that it will not request or cause Company to perform any such transactions. Company shall have the right to reject any request for service, new service, or change in scope which include such prohibited activities.

7. Reliance On Information Furnished.

(a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with appropriate authorities, and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customers behalf;

(b) In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or export data, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care to insure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect or false statement by the Customer upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.

8. Declaring Higher Value to Third Parties.

Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefore; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

9. Insurance.

Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

10. Disclaimers; Limitation of Liability.

(a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services;

(b) In connection with all services performed by the Company, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefor, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s);

(c) In the absence of additional coverage under (b) above, the Company's liability shall be regulated in line with applicable national transport regulations in Poland and international conventions. In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages, even if it has been put on notice of the possibility of such damages, or for the acts of third parties.

11. Prices

The prices offered do not include VAT and are based on the shipment structure and volume data provided by the Customer. If VAT applies, it will be shown separately in the invoice in the amount valid on the day of invoicing. Unless otherwise stated in the offer or unless individual rates have been agreed with respect to the additional charges, costs for customs inspection, waiting times, storage fees and levies, etc. are calculated after disbursement. The prices quoted are, unless we have agreed otherwise with the Customer, excluding goods transport insurance. Carrier surcharges (e.g., fuel or security surcharge) or fees at sea or airports are v.a.t.o.s. (valid at time of shipment) and charged to the customer.

12. Costs beyond Company's Control.

If, after conclusion of the contract, taxes, duties, freight, fees or other costs that affect the price of our services are increased or newly introduced or costs are incurred beyond our control, the Company may increase the prices for its services accordingly or the corresponding costs pursuant to disbursement to the customer. The Company is entitled to introduce Peak Season Surcharges, if necessary. If the subject of carriage comprises dangerous goods or other goods for which there are special regulations for carriage or storage, perishable goods or "off size" packages, unless otherwise stated in the offer, increased prices shall be agreed between the parties prior to the performance of the transport. If the Customer is not a "known consignor" approved by the Federal Office of Civil Aviation or if it does not prove this in a suitable manner, the customer shall bear the additional costs possibly resulting therefrom.

13. Payment Terms.

Unless agreed otherwise, the Invoices issued by the Company shall be payable within 30 days from the invoice issuance date. All amounts charged to Customer shall be paid without any discount, reduction or set-off. In the event of a legitimate invoice dispute, Customer shall pay the undisputed portion of the invoice on or before the due date of such invoice. Customer is not entitled to postpone or suspend its payment obligations to Company for any reason, including specifically, due to Customer's failure to supply a purchase order number or requiring supporting documents from the Company.

14. Advancing Money.

All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company. If any customs duties and / or import sales tax is handled via Company, the Customer must reimburse the Company with the amount paid plus a commission of 2% of the amount expended within a maximum of 7 days from the date of the issuance of the credit note.

15. Indemnification/Hold Harmless.

The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability, fines, penalties, and/or attorney's fees arising from the importation or exportation of customers merchandise and/or any conduct of the Customer, including but not limited to the inaccuracy of entry, export or security data supplied by the customer or its agent or representative, which violates any applicable laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims, penalties, fines and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

16. General Lien and Right to Sell Customer's Property.

Unless otherwise stated in the applicable transport regulations or international conventions:

(a) Company shall have a general and continuing lien on any and all property of Customer coming into Company's actual or constructive possession or control for monies owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both;

(b) Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien.

(c) Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.

17. No Duty to Maintain Records for Customer.

Customer acknowledges it has the duty and is solely liable for maintaining all records required under the Customs; unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by applicable law but not act as a "recordkeeper" or "recordkeeping agent" for Customer.

18. Obtaining Binding Rulings, Filing Protests, etc.

Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any pre- or post Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.

19. Preparation and Issuance of Bills of Lading.

Where Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Company shall rely upon and use the cargo weight supplied by Customer.

20. No Modification or Amendment Unless Written.

These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.

21. Compensation of Company.

The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

22. Term and Termination.

If a contract is established on a continuing basis, each party is entitled to terminate the contract with a notice period of 3 months, unless otherwise agreed. 23. Force Majeure. Neither party shall be liable to the other for any loss, damage or otherwise as direct or indirect result of the failure to perform or delay in performing any of its obligations, nor shall there be a breach of this contract in either case as a result of the occurrence of any cause whatsoever beyond its reasonable control including, without limitations, flood, hurricane, storm, tsunami, earthquake, typhoon, adverse weather conditions, fire, acts, orders and requirements of any governmental or regulatory body, failure or refusal by any governmental authority to issue approvals, clearances or permits, requisition of the aircraft, embargo, quarantines, lock-outs or labour disputes, civil disturbance, war, rebellions, hijacking of the aircraft, labour strikes, power blackouts, shortages of fuel, materials or equipment and failure or delay in procurement from usual suppliers, mechanical failure or damage to aircraft, failure of equipment, unavailability of the aircraft or any part thereof and any cause beyond the control of such party ("Force Majeure"). If an event of Force Majeure should continue for a period in excess of 1 calendar month, either party may cancel this contract by giving written notice to the other party.

23. Data Protection.

Any personal data obtained under the Contract shall be processed pursuant to the regulations of applicable law. Such data shall be processed solely for the purposes of the performance, management and monitoring of the Contract. For the avoidance of any doubt, the Company cannot act as importer or exporter of record on behalf of a Customer.

24. Severability.

In the event any Paragraph(s) and/or portion(s) hereof are found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect. Company's decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.

25. Governing Law; Consent to Jurisdiction and Venue.

These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the country where the Company is registered/seated and applicable international conventions shall apply, without giving consideration to principals of conflict of law. Customer and Company (a) irrevocably consent to the jurisdiction of the competent public court of law, due for the registered office/seat of the Company.

26. Sanctioned Countries.

Company's policy prohibits directly or indirectly engaging in or facilitating activities and transactions with Iran, Cuba, Syria, and North Korea ("Sanctioned Countries"). The prohibited activities include all freight forwarding services, shipping and warehousing activities. Customer agrees that the Services do not obligate Company to perform any transactions related to Sanctioned Countries, and agrees that it will not request or cause Company to perform any such transactions. Company shall have the right to reject any request for service, new service, or change in scope which include such prohibited activities.

Section B - Special provisions for maritime transport

1. The acceptance or return of empty containers takes place on the instructions of the shipping company at the expense of the customer. Containers shall be handed back swept clean, in the same condition as before shipment and free from odors. Any costs incurred for cleaning and / or repair will be borne by the Customer.
2. Rebooking and cancellation costs for already arranged consignments / containers shall also be borne by the Customer.
3. The advance or follow-up costs apply from / to the next empty container depot of the shipowner used. Unless otherwise agreed, any pick-up or drop-off costs are not included in the offer and will be calculated and invoiced pursuant to disbursement.
4. Availability of empty containers in the inland depot as well as acceptance of empty containers in the inland depot is not guaranteed and depends on the acceptance of the shipowner.
5. Surcharges of the shipping companies used by the Company due to the exceeding of the maximum allowable goods value and the maximum container load limits shall be reimbursed by the customer.
6. The Customer is obliged to determine the final weight of the containers (Verified Gross Mass, VGM) and to transmit it to the Company as early as possible, but no later than the time stated in the Company booking confirmation. If the Customer does not fulfil this obligation, Customer shall bear the costs for the determination of the VGM by the Company as well as the consequential costs resulting from the lack of timely transmission of the VGM.
7. Pyramid Lines Limited

Where overseas transport is organized by the Company as a "Non Vessel Operating Common Carrier" ("NVOCC"), Company acts as an intermediary for and on behalf of and as an "agent" of Pyramid Lines Limited. The terms and conditions of Pyramid Lines Limited ("Pyramid Lines Terms and Conditions") and any other terms of the bill of lading issued by Pyramid Lines Limited and the Pyramid Lines tariff apply to all overseas shipments operated by Pyramid Lines Limited as carrier, otherwise this terms and conditions apply. Pyramid Lines terms and conditions are available online at <http://pyramidlines.com/>.

THE CUSTOMER IS HEREBY INFORMED THAT PYRAMID LINES TERMS AND CONDITIONS INCLUDE LIABILITY RESTRICTIONS AND EXCLUSIONS ON THE PART OF PYRAMID LINES LIMITED and ACCEPTS THAT.

Section C - Special provisions for air transport

1. For air freight, - as far as possible and as much as legally permissible - the conditions printed on the back of the Airway Bill apply in priority, otherwise these Terms and Conditions apply.
2. Regulation (EC) No 300/2008 and Implementing Regulation (EU) 2015/1998 and its subsequent / implementing Regulations require security checks to be carried out on air freight shipments in order to exclude the presence of prohibited articles.

The customer agrees that the air freight shipments can be X-rayed as part of a required security check.

However, if X-ray procedures are not available for these security checks, or if the X-ray procedure does not provide a sufficient result for the security check (for example, "Dark Alarm"), it will be necessary and advisable to open air freight shipments for inspection. Otherwise, the air freight shipment will be rejected.

In view of the foregoing, the customer agrees that the packaging(s) of all air freight shipments, which Company clears for export on its behalf, may be opened for the purpose of carrying out the security check.

Special measures to be taken regarding opening as well as resealing or repackaging are not taken into account by the Company. Special instructions with regard to opening, resealing or repackaging must be given by the Customer separately to the Company case-by-case.

The Customer hereby waives any claims for damages against CEVA due to the X-raying of the shipments, the opening and closing of the packaging as well as possibly repackaging of the air freight shipments, within the scope of the prescribed security control. This does not apply if damage to the shipment has arisen in the X-raying, the opening and closing of the packaging or repackaging due to gross negligence or intent on the part of the Company or its vicarious agents. The Customer is aware that any existing corrosion protection may be impaired by the opening.

The Customer is also aware that due to / when carrying out a security check, the entitled authorities may initiate official measures that may lead to a delay in transport and that the Company is not liable to the Customer for this.

The costs incurred in connection with a security check, if any, must be reimbursed to the Company by the Customer.