



# Terms and conditions of transportation services (Long form version, applicable as of 1 July 2020 pertaining to TNT International Services)

## 1. DEFINITIONS

**FedEx** – means FedEx Express Poland sp. z o.o. (formerly: TNT Express Worldwide (Poland) sp. z o.o.) and other companies from the FedEx group, FedEx employees, agents and independent contractors if they are involved in the execution of the service ordered;

**Conditions** – these terms and conditions as amended from time to time in accordance with Clause 3.1;

**Contract** – the contract between the FedEx group company that accepts the Shipment (1) and Customer (2) for the supply of Services in accordance with these Conditions;

**Conventions** – means (i) the Convention for the Unification of Certain Rules Relating to International Carriage by Air (1929) (Journal of Laws of 1933 No. 8 item 49) (Warsaw Convention), as amended, in particular, by the Hague Protocol (1955), the Guatemalan Protocol (1971), the Additional Protocols 1 to 3 and the Montreal Protocol No. 4 (1975), whichever is compulsorily applicable; (ii) the Montreal Convention for the Unification of Certain Rules for International Carriage by Air (1999) (Journal of Laws of 2007 No. 37 item 235); (iii) the Convention on the Contract for the International Carriage of Goods by Road (CMR) (1956) (Journal of Laws of 1962 No. 49 item 238); (iv) the Convention concerning International Carriage by Rail (COTIF) (1980) (Journal of Laws of 1985 No. 34 item 158); or (v) any national laws implementing or adopting the aforementioned conventions;

**Customer** – the person or firm who purchases Services from FedEx or the sender as the case may be;

**Not Fit to Travel Shipment** – means goods or documents of whatever nature that have not been packed or not properly packed, are damaged, pose a health and safety risk, could cause damage to other Shipments or FedEx equipment and/or facilities or could be damaged itself due to it being unfit;

**Services** – means the TNT International Services, including postal service, that are performed by FedEx in relation to a Shipment as set out in Clause 3.3 within TNT transport network;

**SDR** – means a special drawing right, the value of which is linked to a basket of major currencies as defined by the IMF and regularly published in major financial newspapers; SDR conversion into PLN will be made according to the average exchange rate published by the National Bank of Poland on the date of transfer of the Shipment to FedEx for carriage unless other provisions in force provide otherwise;

**Shipment** – means goods or documents of whatever nature (whether in bulk or in one or more packages) including a Postal Shipment, which FedEx accepts for carriage from one address point to another, whether under Consignment note or without it. The contents and size of the Shipment, which determine the classification of the Shipment as a Postal Shipment or a Shipment of Goods, is referred to in Consignment note or another document in accordance with the sender's declaration;

**Postal Service** – carriage concerning the Postal Shipment;

**Postal Shipment** – means a Shipment containing correspondence and Postal parcel, which are registered Shipments (i.e. accepted upon receiving receipt of acceptance and delivered with confirmation of receipt) of up to 20 000 g and dimensions which do not exceed 2000 mm or which do not exceed 3000 mm total length and the

greatest circumference measured in a direction other than length. For such Shipments to the extent not covered by these Conditions the provisions of the Postal Law Act of 23 November 2012 (Journal of Laws of 2012 item 1529, as amended) (the "Postal Law") are applicable;

**Shipment of Goods** – means any shipment other than Postal Shipment;

**Prohibited Goods** – means any goods or materials whose carriage or movement is prohibited by any binding laws, rules or regulations of the country in which or through which the Shipment travels.

## 2. PARTY WITH WHOM CUSTOMER IS ENTERING INTO CONTRACT

Customer is entering into a contract for carriage of shipment with the company named FedEx Express Poland (formerly: TNT Express Worldwide (Poland) sp. z o.o.) which will accept his carriage order.

## 3. ACCEPTANCE

**3.1** – By handing over its Shipment to FedEx, Customer accepts on his behalf or on behalf of any other person having the right to the Shipment these Conditions irrespective of whether Customer has signed the front of the consignment note or not. These Conditions cover all of those whose services FedEx uses in order to receive the Shipment, its carriage, delivery as well as FedEx employees, directors and agents. The Contract shall come into existence when FedEx accepts the Shipment. A variation of these Conditions may only be agreed in writing by FedEx authorized officers. FedEx shall not be bound by oral or written instructions given by the Customer that conflict with these Conditions.

**3.2** – Even if the transportation of the Shipment forms part of another type of contract between Customer and FedEx, these Conditions apply to such contract.

**3.3** – By concluding any type of contract with FedEx that involves a Shipment, Customer agrees that:

- the contract is a contract of transportation of goods by road if the transportation of the shipment actually takes place by road;
- the contract is a contract of transportation of goods by air if the transportation of the shipment actually takes place solely or partly by air;
- the contract is a contract of transportation of goods by sea if the transportation of the shipment actually takes place by sea;
- the contract is a contract of transportation of goods by rail if the transportation of the shipment actually takes place by rail.

**3.4** – Customer agrees that FedEx may subcontract the whole or any part of the Contract.

**3.5** – By entering into any contract which covers the movement of a Postal Shipment to be performed together with its reception, sorting and delivery, Customer agrees to the fact that it will be a contract for performing a postal service.

**3.6** – The declared value of the Shipment, as well as the Shipment value reported for insurance, cannot exceed its normal value and at the request of FedEx should be confirmed when ordering the service, or in the case of filing a complaint, with the relevant documents

For more information, visit [tnt.com.pl](http://tnt.com.pl)  
or call 801 31 0000

(cost of the connection in accordance with your operator's tariff)

(e.g. invoices, receipts). If the Customer in his statements provides FedEx with information with the different values of the Shipment, the lowest value is considered to be the declared value of the Shipment.

**3.7** – Delivery of the Shipment is confirmed by the recipient electronically by making a handwritten signature on an electronic device (scanner) or at the Customer's express request on a paper "confirmation of receipt" form. Customer agrees that the confirmation of receipt of the Shipment by the recipient takes place only in the abovementioned electronic form. A print of the confirmation containing recipient's signature constitutes a proof of the delivery of the Shipment. Confirmation of receipt of the Shipment cannot be questioned merely on the basis that it is collected and stored by FedEx only in electronic form.

**3.8** – Types of services provided according to the mass and volume of the Shipment and time of performance of the Service are defined by the Services guides available in FedEx agencies as well as on the website [tnt.com.pl](http://tnt.com.pl).

#### 4. DANGEROUS GOODS & SECURITY

**4.1** – Except in the circumstances referred to in Clause 4.2, FedEx does not perform Services regarding goods which FedEx considers dangerous goods including, but not limited to, those specified in the International Civil Aviation Organization (ICAO) Technical Instructions, the International Air Transport Association (IATA) Dangerous Goods Regulations, the International Maritime Dangerous Goods (IMDG) Code, the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) done at Geneva on 30 September 1957 (Journal of Laws of 1975 No. 35 item 189) or any other national or international rules applicable to the performance of Services regarding dangerous goods.

**4.2** – FedEx may at its discretion accept specific dangerous goods, but only after FedEx and Customer have agreed on specific dangerous goods related requirements in that respect. Details of FedEx specific requirements together with the procedure for applying for "approved Customer status" are available from the local FedEx office and a dangerous goods surcharge will be invoiced to Customer upon acceptance of the Shipment.

**4.3** – Customer warrants:

**4.3.1** – by either completing FedEx consignment note or tendering a Shipment to FedEx, that its Shipment does not contain a prohibited item as listed in ICAO Annex 17 or other national or international regulations that govern aviation security. Customer will give a full description of the contents of the Shipment on the consignment note, or other accompanying document, and Customer's responsibilities and liabilities are not extinguished by providing this information.

**4.3.2** – it has prepared the Shipment for carriage in secure premises using reliable staff employed by Customer and that the Shipment has been safeguarded against unauthorized interference during preparation, storage and transportation immediately prior to acceptance of the Shipment by FedEx.

**4.4** – Shipment of Goods carried or operated by FedEx can be subjected to security checks, which may also include their screening, detection of explosives and other methods of security control. Customer accepts that the Shipment may be opened and examined at any point for security purposes. For Postal Shipments the provisions of the Postal Law are applicable in this respect. In the case of justified suspicion that the Postal Shipment may cause damage to other Shipments or postal operator's property the operator may request the opening of the Shipment by the sender and if requiring the sender to open the Shipment is impossible or was ineffective the operator may secure the Shipment at its own cost to ensure the safety of postal exchange. In the case of reasonable suspicion that the Shipment is the subject of a crime or its contents constitute a threat to humans or the environment the postal operator shall immediately inform the competent bodies, stop the carriage and secure the Shipment until it has been inspected by the abovementioned bodies.

**4.5** – FedEx does not accept Shipments which contain any goods prohibited for transport.

**4.6** – FedEx may be obliged to share information, including Customer's personal data connected with the Shipment, with the authorities of the country of destination of the Shipment or the authorities of the country of transit for customs and/or safety reasons.

**4.7** – FedEx does not accept Shipments containing products of animal origin referred to in the Commission Delegated Regulation (EU) 2019/2122 of 10 October 2019 supplementing Regulation (EU) 2017/625 of the European Parliament and of the Council as regards certain categories of animals and goods exempted from official controls at border control posts, specific controls on passengers' personal luggage and on small consignments of goods sent to natural persons which are not intended to be placed on the market and amending Commission Regulation (EU) No 142/2011 (OJ L 321, 12.12.2019, p. 45, as amended), or in any other relevant act, replacing provisions referred to above.

#### 5. EXPORT CONTROLS

**5.1** – Customer assumes responsibility for and guarantees compliance with all applicable export controls laws, including but not limited to regulations and rules that prohibit unauthorized trade in military and other strategic goods as well as services, financial or commercial dealings with named individuals and entities, or regulations and rules that impose conditions under which certain technologies, information, and commodities can be transported to, from, through or over any country which the Shipment may be carried.

**5.2** – Customer guarantees that it will not tender any goods or documents to FedEx if Customer or any of the parties involved in such goods or documents are listed on any sanctions programs, including United Nations sanctions programs, regional and national programs implementing and/or supplementing those, as well as parties listed on autonomous measures regulations.

**5.3** – Customer will identify shipments subject to pre-export regulatory controls, and provide FedEx with information and all necessary documentation to comply with applicable regulations.

**5.4** – Customer is responsible at its expense for determining export and import licensing or permitting requirements for a Shipment, obtaining any required licenses and permits, and ensuring that the receiver of the Shipment is authorized by the laws of the origin, destination country and/or any country asserting jurisdiction over the Shipment.

**5.5** – Under no circumstances does FedEx assume liability for Customer's acts of non-compliance with export control laws, sanctions, restrictive measures and embargoes.

**5.6** – Sender declares that the goods contained in the Shipment are not goods of strategic importance in the meaning of the Act of 29 November 2000 on foreign trade of goods, technologies and services of strategic importance for national security and for maintenance of international peace and security (Journal of Laws of 2000 No. 119 item 1250, as amended) and:

- are not listed in the list of dual-use goods that is currently binding at the moment of exportation of the Shipment, issued on the grounds of Council Regulation (EC) No 428/2009 of 5 May 2009 setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items (OJ L 134, 29.05.2009, p. 1, as amended), or on the grounds of any other act, replacing Council Regulation No. 428/2009 quoted above;
- are not subject to requirement that is currently binding at the moment of exportation of the Shipment, for obtaining the permit relating to the export to all or certain destinations of some dual-use goods, not listed in the Appendix No. I to Council Regulation No. 428/2009 quoted above, according to article 4 or 8 of this Council Regulation, or are not subject to requirement for obtaining the permit, deeming from the other act, replacing Council Regulation No. 428/2009 quoted above - if the Shipment is addressed to such destination;
- are not listed in the military list that is currently binding at the moment of exportation of the Shipment, specified on the grounds of said Act or in international lists, in particular in the common military list of the European Union adopted by the Council of the European Union.

Sender of the Shipment is obliged to inform FedEx about the intention of sending the goods of strategic importance, in order to enable FedEx to conduct verification of the legality of exportation of the Shipment.

#### 6. CALCULATION OF TRANSIT TIMES AND ROUTING OF SHIPMENTS

Weekend days, public holidays, bank holidays, delays caused by customs, delays attributable to compliance with mandatory local security requirements or other events beyond FedEx control are not included when FedEx quotes door to door delivery times in its published literature. The route and the method by which FedEx transports Shipments shall be at its sole discretion.

#### 7. CUSTOMS CLEARANCE

**7.1** – Customer appoints FedEx as its authorized agent solely for the purpose of clearing and entering the Shipment through customs. If FedEx subcontracts this work, Customer certifies that FedEx is the Customer's representative for the purpose of designating an appropriate customs broker to perform customs clearances and entries. If any customs authority requires information or supporting documentation for the purpose of substantiating the content of the import/export declaration, the goods physically presented to customs or FedEx customs clearance status, then Customer will provide the required documentation at its own expense.

**7.2** – Customer guarantees that all statements and information it provides relating to the exportation and importation of the Shipment are and continue to be true and correct,

including the actual sender and receiver details. Customer acknowledges that if he makes untrue or fraudulent statements about the Shipment or any of its contents he risks having a civil action and/or criminal prosecution brought against him. Penalties may include forfeiture and sale of Customer's Shipment. To the extent FedEx may voluntarily assist Customer in completing the required customs and other formalities, such assistance will be rendered at Customer's sole risk. Customer hereby agrees to release FedEx from all liability in respect of claims brought against FedEx based on the information FedEx has received from the customer. Customer also agrees to cover all the associated costs and the payment of any fees which FedEx can charge for the provision of services listed in this clause including the fee for administrative tasks related to extra work done by FedEx (administrative fee). Obligation to pay the administrative fee does not apply to consumers.

**7.3** – Any customs clearance charges, duties, taxes (including inter alia VAT tax where applicable), penalties, storage charges or other expenses FedEx incurs as a result of (i) the actions of customs or other governmental authorities, (ii) Customer's and/or the receiver's failure to provide proper documentation and/or (iii) the obtaining of the required license or permit will be charged to Customer. If FedEx decides to charge the recipient with these costs and if he refuses to pay, then Customer agrees to pay these fees and expenses including administrative fee as well as any other costs incurred by FedEx. The obligation to pay an administrative fee does not apply to consumers. Upon FedEx' first request Customer will provide a guarantee for any of the duties, taxes, penalties, charges or any other expenses set out in this clause.

**7.4** – FedEx will endeavor to expedite all customs clearance formalities for the Shipment but is not liable for any delays, losses or damage caused by interference from customs officers or other governmental authorities.

**7.5** – Customer indemnifies and holds FedEx harmless from and against any liabilities or for any costs, damages or expenses, including legal costs and attorney's fees FedEx may incur either to Customer or anyone else arising out of Customer being in breach of any of its obligations stipulated in this Clause 7.

### 8. DELIVERY OF SHIPMENT

**8.1** – If FedEx is unable to deliver a Shipment because of an incorrect address FedEx will make all reasonable efforts to find the correct address. FedEx will notify Customer hereof and additional charges may apply.

**8.2** – Deliveries to post office box numbers are not accepted, except in a limited number of countries (a list is available upon request) and provided that the telephone number of the receiver is provided. Customer agrees that if the Shipment is not delivered at the first attempt, the Shipment will be posted to the recipient at the address stated for the recipient and proof of posting a Shipment will constitute a sufficient proof of its delivery.

**8.3** – If FedEx is unable to complete the delivery of a Shipment for whatever reason, FedEx will use reasonable endeavors to leave a notice at the receiver's address stating that delivery has been attempted but not succeeded and the whereabouts of the Shipment. If delivery has not been made after a second attempt by FedEx, or the receiver refuses to accept delivery, FedEx will use reasonable endeavors to contact Customer or sender (if not Customer) and agree the appropriate next action. Customer agrees to pay FedEx any costs it incurs in forwarding, disposing of or returning the Shipment and FedEx charges (if any) for making a third or more delivery attempt and for the agreed appropriate next action. If FedEx does not receive Customer's or receiver's instructions within a reasonable period after its second attempt to deliver the Shipment, then FedEx may return, destroy or sell the contents of the Shipment without any further liability to and at the cost of the Customer. In such case Art. 32 and Art. 33 of the Postal Law are applicable to Postal Shipments.

**8.4** – Customer or the receiver of a Shipment may give special instructions via FedEx website or any other means of communication to deliver the Shipment to another location than receiver's address (for example to a neighboring address or other drop off location) or the receiver may indicate their wish to collect the Shipment from a location approved by FedEx. If FedEx agrees to these special delivery instructions, additional charges may apply and the following provisions shall apply:

**8.4.1** – the provision of any delivery receipt on which the alternative delivery location is listed shall constitute proof of delivery of the Shipment;

**8.4.2** – FedEx shall not be liable for any loss, damage or delay in any way specifically as a result of its performance of Customer's special delivery instructions.

**8.5** – Customer agrees to release FedEx from any liability as well as any costs and expenses (including reasonable costs and expenses for legal services) that FedEx may incur in connection with the loss or damage of the Shipment as a result of complying with Customer's special instructions regarding the delivery of the Shipment. FedEx also reserves the right to charge an administrative fee for performing Customer special instructions for the delivery of the Shipment; the obligation to pay an administrative fee does not apply to consumers.

**8.6** – In the event Customer has authorized FedEx and FedEx has accepted (i) to leave the Shipment without acknowledgement of receipt at the indicated delivery address in case there is no person available for signature (i.e. proof of delivery) or (ii) to deliver to letter or locker boxes, the unilateral FedEx notice that the Shipment has been delivered shall constitute proof of delivery and as from that moment FedEx shall be released from its liability regarding the Shipment.

### 9. CUSTOMER'S OBLIGATIONS

**9.1** – Customer warrants to FedEx that each Shipment complies with the following particulars:

**9.1.1** – the goods have been prepared and packed safely and carefully, according to the nature and size of such goods and quantity, to protect against the ordinary risks of transport including any transport-related sorting processes, and closed in such a way that tampering will be noticeable;

**9.1.2** – any goods over 70 kilos will be palletized;

**9.1.3** – the particulars of the Shipment (including but not limited to number of items, weight, dimensions and general description) as well as the delivery address together with post code and contact details of the receiver are fully, accurately, timely and legibly entered on the consignment note or any other documents accompanying the Shipment;

**9.1.4** – the Shipment is ready for collection and clearly and correctly labelled, if applicable in accordance with any additional measures agreed with FedEx, and the labels are securely fixed in a prominent position on the outer surface of the Shipment that can be clearly seen (a heavy weight label is obligatory for any item weighing 30 kilos or more);

**9.1.5** – the Shipment includes the correct invoice related to the Shipment (mentioning correct "bill to" address with applicable Tax ID/VAT number, correct and clear description of the commodity, true value and the first 6 digits of the Harmonized System ("HS") code) and the receiver's contact details;

**9.1.6** – the contents of the Shipment are not restricted by IATA, ICAO, IMDG or ADR and are not prohibited by any law, rule or regulation of any country in or over which the Shipment travels, and the receiver is a not a person or organization who may not be legally traded with under any applicable laws or regulations;

**9.1.7** – the value of any Shipment does not exceed 25,000 Euro (unless specifically agreed with FedEx up-front);

**9.1.8** – Customer has specified the correct weight of the Shipment and will provide any special equipment that FedEx may need to load and unload the Shipment on and out of FedEx vehicles, this provision does not apply to consumers

**9.1.9** – when Customer asks FedEx to charge an entity other than Customer with the costs of the carriage of the Shipment and such entity does not pay FedEx costs then Customer shall promptly pay invoice in full together with an administrative fee within 7 days from the date of posting invoices to him; the obligation to pay an administrative fee does not apply to consumers; and

**9.1.10** – Customer has taken all reasonable measures in order to comply with all the requirements of directives, regulations and laws relating to personal data protection including (if applicable) personal data encryption in order to secure them in the event of loss or incorrect delivery of the Shipment.

**9.2** – Customer shall provide to FedEx on a timely basis prior to the transportation (i) information about the nature of the contents of the Shipment, (ii) the manner in which the Shipment should be handled and (iii) the precautions that should be taken, all of which Customer knows or ought to know are of importance to FedEx.

**9.3** – Customer shall comply with all statutory and legal requirements which are relevant for the proper performance of the Services by FedEx. Customer indemnifies and holds FedEx harmless from and against any liabilities or for any costs, damages or expenses, including legal costs and attorneys' fees FedEx may incur either to Customer or anyone else arising out of Customer being in breach of any of its obligations stipulated in this Clause 9, even if FedEx inadvertently accepts a Shipment that contravenes any of Customer's obligations under this agreement.

**9.4** – Customer agrees that (i) FedEx or any governmental authority including customs and security may open and inspect the Shipment at any time and (ii) FedEx may at its sole discretion reject a shipment for acceptance if this shipment is considered a Not Fit to Travel shipment or for whatever other reason.

**9.5** – Customer shall indemnify FedEx against any claims from third parties who have an interest in the Shipment.

**9.6** – Customer agrees that FedEx cannot disclose its detailed security measures or route details for its shared user network in order to protect its Customers' goods. This also means audits on FedEx shared user locations or vehicles are not allowed unless there is a statutory or legal requirement.

**9.7** – If the payment for the service has not been paid on acceptance of the Shipment for the carriage, payment shall take place after the performance of the service.

### 10. LIABILITY

**10.1** – Where the Conventions apply or where and to the extent that other mandatory rules of national law apply, the liability of FedEx is governed by and will be limited according to the applicable Convention and/or rules.

**10.2** – If the Conventions do not apply for whatever reason, FedEx liability for loss, damage or delay for whatever reason including without limitation breach of contract, negligence, willful act or default by FedEx is limited to:

**10.2.1** – 19 SDRs per kilogram for loss or damage to Shipments transported (partly) by air or other non-road modes of transportation;

**10.2.2** – 8.33 SDRs per kilogram for loss or damage to Shipments transported by road;

**10.2.3** – 3.40 Euro per kilogram with a maximum of 10,000 Euro per event or series of connected events for loss or damage in relation to any activities of FedEx other than Services; or

**10.2.4** – the actual charge paid by Customer for transportation of the delayed Shipment provided that Customer has suffered loss.

**10.3** – FedEx is not liable for any:

**10.3.1** – loss of income, loss of profits, loss of reputation, loss of market and customers, loss of use, anticipated savings, goodwill or loss of opportunity or for any other indirect, special, economic or consequential loss, including but not limited to costs of any alternative ways of transport; or

**10.3.2** – loss or damage arising out of circumstances beyond the control of FedEx, such as but not limited to Acts of God, including tornadoes, earthquakes, storms, violent winds, floods, fire, fog, snow, disease, wars, armed hijacks, accidents, acts of public enemies, strikes, embargoes, civil commotions, national or local disruptions in air or ground transportation networks, mechanical problems to modes of transport or machinery, criminal acts including but not limited to theft and arson and/or latent defects, manufacturing defects or inherent vice in the contents of the Shipment; or

**10.3.3** – fines, penalties, chargeback rates or other financial sums levied against Customer by any third party howsoever arising.

**10.3.4** – Customer or third parties acts or omissions including:

- Customer's breach (even if the breach is caused by any other party claiming its right to the Shipment) of obligations under these Conditions, in particular obligations referred to in Clause 9;
- act or omission of customs or security service, airlines, airport or state authorities.

**10.3.5** – Contents of the Shipment containing any of the goods prohibited for carriage, even if the Shipment has been mistakenly accepted for carriage or performance of other services.

**10.3.6** – FedEx refusal to make any illegal payments on Customer's behalf.

**10.4** – FedEx is not in any way bound by the quantity and/or contents of a Shipment as stated by Customer and/or indicated in the consignment note if at the time of offering the Shipment for transportation to FedEx the goods have been loaded into a container/trailer and/or palletized and/or packaged in such a way that the number of items and/or the contents of the Shipment cannot be checked, or if on loading of the Shipment by FedEx no such check can be made and/or checking would appreciably delay transportation, in each case at FedEx' sole discretion.

**10.5** – Liability for Postal Services

**10.5.1** – Unless current laws provide otherwise, the postal service can be regarded as improperly performed in the event of loss, damage or delays in the delivery of the Postal Shipment and as non-performed in the event of loss of the Postal Shipment. A postal Shipment shall be considered as lost in the absence of the delivery or lack of FedEx informing Customer about difficulties with the delivery in accordance with the provisions of point 8 above - within 30 days from the date of delivery stipulated in the contract.

**10.5.2** – FedEx responsibility to the consumers for the loss, damage, partial loss in the Postal Shipment or delay in the performance of the service is governed by the provision of the Postal Law. In such a situation due to non-performance or improper performance of the services, Customer is entitled to compensation:

- for loss, partial loss or damage of a Postal Shipment which does not contain correspondence in an amount not greater than the normal value of the lost or damaged items;
- for loss, partial loss or damage of the insured Postal Shipment with a declared value in the amount requested by the sender, but not higher than the declared value of the Shipment;
- for loss of a Shipment containing correspondence – in the amount of ten times the service fee but not less than fifty times the fee specified in the price lists of universal service for treating a letter as a registered item;
- for the delay in delivery of a Postal Shipment in relation to the guaranteed delivery date in an amount not exceeding twice the fee for the service.

In case of failure to perform services the fee charged for the carriage of the Postal Shipment is be refunded.

**10.5.3** – FedEx responsibility to other customers, subject to Clauses 10.1 – 10.4, is limited in accordance with the following principles:

- in case of delays in delivery, FedEx is not liable for indirect loss or loss of profits. FedEx liability for delay is limited to the amount of the carriage fee;
- in case of loss, damage or partial loss in the Shipment not covered by insurance, FedEx liability includes actual damage in Shipment, but no higher than 500.00 Euro. FedEx is not liable for indirect loss or loss of profits.

**10.5.4** – In relation to all Customers, in case of visible damages (disclosed, not hidden) following reception of the Shipment by the recipient without reservations Customer shall have no further claims.

**10.5.5** – In relation to all Customers, damage which cannot be seen (undisclosed, hidden) must be immediately but not later than 7 days after receipt of Shipment reported to FedEx Customer Service by the recipient, together with proof that the loss or damage to the Shipment arose in the time between the acceptance of Customer's Shipment by the service and its delivery to the recipient.

**10.5.6** – For the avoidance of doubts, these Conditions of International Carriage do not establish more favorable levels of liability or compensation in respect of postal services than those provided by the Postal Law.

**10.5.7** – FedEx is not a public carrier and FedEx does not undertake any obligations of a public carrier.

**10.5.8** – FedEx does not provide postal services within the scope of the universal service.

### 11. LIABILITY TO THE CONSUMER

FedEx liability to the consumer within the meaning of national and international regulations, including liability for loss, damage or partial loss of the Shipment and for delays in performance of the service is consistent with the provisions of international conventions, the Transport Law Act of 15 November 1984 (Journal of Laws of 1984 No. 53 item 272, as amended) (the "Transport Law"), the Postal Law and the Regulation of the Minister of Administration and Digitization of 26 November 2013 on postal service complaints (Journal of Laws of 2013 item 1468, as amended) and with the binding provisions of other laws. In particular, FedEx does not apply exclusions and exemptions from liability described in this paragraph and other provisions of these Conditions, unless they arise or are consistent with the provisions of international conventions, the Transport Law Act, the Postal Law and the mandatory provisions of other laws.

### 12. DATA

**12.1** – Customer shall be responsible for supplying FedEx with up to date and complete data with respect to the names and addresses of Customer's clients to whom and from whom Shipments are to be transported.

**12.2** – Customer acknowledges that on the basis of these Conditions information from the Customer's clients (if applicable) is provided to FedEx by Customer, some of which information relates to an identifiable person. Customer acknowledges that FedEx has its own responsibility in the processing thereof and shall therefore, together with Customer, be considered as a data controller (or a joint data controller).

**12.3** – FedEx may be required to share information, including personal data in relation to the Shipment with the Shipment origin and destination country authorities or transit country authorities for customs and/or security reasons.

### 13. TIME GUARANTEED PRODUCTS

If FedEx fails to deliver time guaranteed products within the time specified and if this failure was not caused by any events set out in Clause 10.3.2 and if Customer notifies FedEx of its claim in compliance with Clause 17, FedEx will charge Customer for the actual delivery service provided (e.g. before noon) rather than charging the quoted price for the originally requested service (e.g. before 9 am), within the same product category as the service ordered.

### 14. VALUABLE GOODS

Valuable goods such as precious stones, precious metals, jewellery, money, negotiable instruments, unprotected furniture, glass or china, objects of art, antiques, important documents that include passports, tenders, means of payment, share and option certificates are not suitable to be sent through FedEx network delivery system. Any such goods sent through FedEx network delivery system shall be at Customer's own risk.

### 15. INSURANCE

**15.1** – Customer may purchase insurance for the full value of the Shipment (non document shipment) by (electronically or in other way) completing the relevant box on the consignment note and paying the indicated charge for coverage against risk of loss and damage during transportation up to a maximum of 25,000 Euro per Shipment. In this case, FedEx liability is limited as provided under Institute Cargo clause A.

**15.2** – This insurance option is not available (unless specifically agreed with FedEx) for precious stones, precious metals, smart phones and watches, tablets, laptop computers, plasma and/or LCD screens, jewellery, money, glass, china, objects of art, antiques, documents or any films, tapes, discs, memory cards or any such other data or image carrying goods and does not cover (i) losses of a consequential nature, (ii) delays in transportation, or (iii) losses arisen as a result of Customer's breach of any of its obligations under these Conditions. This insurance option is furthermore not available for non-transportation services and for a limited number of countries (a list of these countries can be made available by FedEx upon request).

**15.3** – Customer may buy insurance for the costs of re-preparation, restoration, re-issue or reprint (including costs of materials - such as paper - and the real labor costs) of documents sent as a Shipment, provided that Customer fills in the appropriate box on the Consignment note and pays the appropriate fee. Such insurance covers all risks of loss and damage in the carriage or while performing postal services to a maximum amount of 500 Euro per 1 Shipment. This type of insurance covers only documents listed on the FedEx website upon accepting a Shipment for carriage or performing postal services. For details on the insurance conditions please visit our website [tnt.com.pl](http://tnt.com.pl) (General Conditions for Cargo Insurance, Insurance Certificate).

### 16. THIRD PARTY CLAIMS

Customer undertakes that he will not let any person having the right to Shipment file a claim or initiate proceedings against FedEx in respect of the carriage, even if the negligence or delay was on FedEx' part. If such a claim has been already filed or proceedings have been already initiated Customer will secure FedEx against any possible consequences which arise out of such situation, in particular Customer will compensate FedEx for any costs and expenses that may be incurred by FedEx in connection with the defense. The abovementioned provision does not apply to a consumer within the meaning of national and international regulations.

### 17. CLAIMS PROCEDURE

**17.1** – FedEx will only accept the submission of a claim for a lost, damaged or delayed Shipment, or for any other damages, if Customer complies with any applicable Convention and with the following procedure. Otherwise FedEx reserves the right to reject Customer's claims:

**17.1.1** – Customer will notify FedEx in writing about the loss, damage or delay within 21 days (i) after delivery of the Shipment, (ii) from the date the Shipment should have been delivered, or (iii) from the date Customer reasonably should have become aware of the loss or damage;

**17.1.2** – Customer must document its claim by sending FedEx all relevant information about the Shipment and/or the loss, damage or delay;

**17.1.3** – filing a complaint does not release Customer from the obligation to pay transportation charges. FedEx is not obliged to act on any claim until its charges have been paid by Customer, nor is Customer entitled to deduct the amount of its alleged claim from FedEx charges;

**17.1.4** – in order for FedEx to consider a claim, the contents of the Shipment and the original packaging must be made available to FedEx for inspection;

**17.1.5** – provided that the relevant provisions of the international convention and/or regulations in force provide otherwise, Customer's right to file a complaint regarding damage arising in carriage will expire, unless judicial proceedings are started within one year from the date of delivery of the Shipment or from the date the Shipment should have been delivered or from the date the carriage has been completed;

**17.1.6** – Shipment shall not be deemed lost before at least 30 days from the date of Customer's notification letter of its non-delivery. FedEx may shorten this period by notice in writing.

**17.2** – FedEx may assume the Shipment was delivered in good condition unless the receiver has noted any damage on FedEx delivery record when the Shipment was accepted.

**17.3** – In case of acceptance by FedEx of part or all of Customer's claim, Customer warrants to FedEx that its insurers or any other third party having an interest in the Shipment shall have waived any rights, remedies or relief to which they might become entitled by subrogation or otherwise.

**17.4** – The provisions of the above paragraphs shall apply accordingly to the recipient, if the provisions of the international convention and/or regulations in force grant to the recipient the right to file a complaint.

**17.5** – Filing complaints and asserting claims for damages in the event of ordering postal services is based on provisions of the Postal Law, Regulation of the Minister of Administration and Digitization of 26 November 2013 on the postal service complaints as well as the following provisions of this paragraph. In this case, the provisions of Clause 17.1 above do not apply.

**17.5.1** – In the event of non-performance or improper performance of the postal service the sender has the right to file a complaint. The recipient has the right to file a complaint if the sender waives his right to assert the claims or the Postal Shipment will be delivered to the addressee.

**17.5.2** – The complaint must be filed with the Customer Service in written or electronic form or orally to the minutes.

Filing a complaint in electronic form with an applicant's indication of his email address means that he agrees to summons, notifications, responses to the complaint or information about the outcome of the appeal against the decision on the complaint being served by means of electronic communication to the email address indicated by the applicant.

**17.5.3** – The complaint should contain the following information:

- the date of the complaint;
- number of the Consignment note or other documents of such kind;
- applicant's personal data (name or business name and address);
- the reason and justification for the complaint;
- the amount of compensation in case of claim for damages;
- a list of documents attached;
- signature of person authorized to file the complaint (in the case of a complaint submitted in a form other than a written complaint this should contain identifying data of the addressee;

**17.5.4** – The complaint filed in written form should include:

- the complaint should be accompanied by an original document confirming posting the Shipment or the number of the Postal Shipment (or a copy certified by our employee) - for reviewing;
- sender's waiver of the right to assert claims - if the sender waives his right to assert claims in favor of the recipient;
- a copy of the damage or loss protocol made by FedEx immediately upon receipt of the Shipment - in case of receipt of the Shipment by the recipient; or
- a statement about identified damage or loss in the Shipment made immediately upon reception of the Shipment;
- damaged Shipment packaging;
- a statement of finding invisible loss or damage of a Postal Shipment made within 7 days from the date of reception of the Shipment without reservations, indicating the circumstances or evidence that the loss or damage to the Shipment arose in the time between the acceptance of Shipment and its delivery;
- originals or officially certified true copies of documents providing evidence of the amount of the claim asserted;
- citation of circumstances proving posting or delivery of the Postal Shipment and evidence of this fact.

**17.5.5** – A complaint filed in a form other than written should be attached by the applicant a copy of the documents referred to above, but if it is necessary for the proper consideration of the complaint, FedEx may request the originals of these documents.

**17.5.6** – The complaint must be filed no later than 12 months from the date of posting of the Postal Shipment. The complaint for failure to perform or improper performance of the services can be reported:

- immediately upon reception of a damaged Shipment or a Shipment with loss of content if the damage protocol was made;
- after the reception of the Shipment if immediately upon receipt of the Shipment a written statement about finding damage or loss to the Shipment or damage protocol have been made;
- in the event of receipt of the Shipment without reservations within 7 days from reception of the Shipment;
- due to the loss of a Postal Shipment, the following day after the date in which the postal service should have been made by us in accordance with these Conditions;
- due to delays in the delivery of the Shipment in relation to the guaranteed delivery date, if that date has been defined by us in these Conditions after this deadline.

## Terms and conditions of transportation services

**17.5.7** – FedEx will not consider a complaint filed after 12 months from the date of posting the Shipment or within 7 days from the date of receipt of the Shipment without reservations and shall forthwith inform Customer about the fact. A complaint filed by an unauthorized person shall be treated as not filed. FedEx shall forthwith inform Customer about the fact, indicating the possibility of filing a complaint by an authorized person.

**17.5.8** – The condition for considering a complaint for damage or loss of the contents of a Shipment shall be the making available of the opportunity for FedEx to check both the contents and the original packaging of the Shipment.

**17.5.9** – In the event of failure to comply with the requirements of a complaint by an applicant FedEx shall request him to remedy the deficiencies within 7 days of receipt of the request. If the applicant does not remedy the deficiencies within the abovementioned time FedEx shall not give the consideration to the complaint. The time limit referred to above is not to be included within the time of considering the complaint.

**17.5.10** – FedEx is obliged to respond to the complaint within a time limit which must not exceed 30 days from the date of filing the complaint, subject to the provisions referred to in Clause 17.5.9 sentence No. 3. The deadline for notification of the result of considering the complaint is considered as met if FedEx have provided an answer to the complaint within this time limit. Failure to respond to the complaint within the time limit is considered as accepting the complaint in whole.

**17.5.11** – In the event of accepting the complaint FedEx shall at the same time request the applicant to indicate the manner of compensation payment (transfer to a bank account, and postal order). Compensation is paid in the manner specified by Customer within 30 days of acceptance of the complaint. If Customer does not indicate the manner of the payment of compensation, payment shall be made by postal order.

**17.5.12** – In case of rejection of the complaint in whole or in part, the applicant may appeal within 14 days of receipt of the rejection. FedEx conducts complaint and appeal proceedings - in the case of rejection of the complaint in whole or in part. FedEx will consider Customer's appeal no later than within 30 days from its receipt.

**17.5.13** – Customer does not have the right to make any deductions from the fee for the postal service rendered, unless Customer is a consumer within the meaning of national and international regulations.

**17.5.14** – Original documents will be returned to the applicant after receipt, at any time, at his request. In the absence of a request FedEx will return documents no later than at the end of the complaint procedure.

### 18. RATES AND PAYMENT

**18.1** – In consideration of FedEx providing the Services, Customer shall pay FedEx charges (including applicable surcharges) in accordance with the rates applicable to the Shipment as set out in FedEx rate card (available on request from any FedEx office in the country from which the Shipment is invoiced) or in the relevant contract between Customer and FedEx.

**18.2** – FedEx rates are exclusive of any import duties, export duties, customs clearance charges, Tax ID/VAT on transportation services and any local duties, charges and taxes, as and when applicable. Customer shall reimburse FedEx for any such duties, charges and taxes promptly but not later than within time limit indicated on the invoice.

**18.3** – FedEx rates include simple customs clearance formalities and FedEx reserves the right to charge an additional administration fee where time-consuming excessive customs related clearance work is needed or needs to be prepared to enable FedEx to deliver a Shipment.

**18.4** – In the event the Shipment is non-stackable at FedEx' sole discretion, FedEx reserves the right to apply a surcharge to its applicable rates.

**18.5** – FedEx rates are subject to index-linked fuel surcharges and FedEx reserves the right to change the fuel surcharge index and table without notice to Customer. Both the amount and duration and type (e.g. ground and air) of the fuel surcharge will be determined at FedEx' sole discretion.

**18.6** – Information on surcharges as applied by FedEx is available on FedEx (local) website, which website information is leading and overrides any information on surcharges presented in any other form.

**18.7** – FedEx charges for either the declared weight of the Shipment or the declared volumetric weight of the Shipment, whichever is the higher, and the volumetric weight is calculated in accordance with the volumetric conversion equation set out in FedEx rate card. FedEx may check the weight and/or volume of and/or the number of items within the Shipment and if greater than the declared weight and/or volume and/or number of items, Customer agrees that the actual weight of the Shipment and/or the actual volumetric weight of the Shipment, whichever is the higher, shall be used for the purpose of the calculation of FedEx charges.

**18.8** – If not agreed otherwise all Shipments will be invoiced weekly in arrears from the collection date and Customer shall pay FedEx within a time limit indicated on the invoice without withholding, deduction (not applicable to consumers), counterclaim or set off and in the currency stated in the invoice. FedEx invoices do not include a copy of Proof of Delivery.

**18.9** – FedEx reserves the right to charge interest on all late payments at the rate of statutory interest as defined in Art. 359 § 2 of the Act of 23 April 1964 – the Civil Code (Journal of Laws of 1964 No. 16 item 93, as amended) as of the due date until receipt of payment of the relevant invoice. Customer will indemnify FedEx for the reasonable cost of collection of such invoices.

**18.10** – Where permitted by law, FedEx standard invoice presentation method is electronic invoicing. If Customer requests to use paper invoicing instead, FedEx reserves the right to charge Customer an administration fee for providing this service.

**18.11** – Customer acknowledges and agrees that FedEx has a general lien, in addition to any other right or remedy available to it, on the Shipments in FedEx possession and that FedEx has the right to sell the contents of the Shipments and retain the proceeds of sale in settlement of any amounts that Customer may owe FedEx.

**18.12** – The door to door delivery rates shown on our current rate card include provision for standard customs clearance formalities and FedEx reserves the right to charge an extra administrative fee where time-consuming excessive customs clearance work is needed to enable FedEx to deliver Customer's Shipment to the receiver. Additional charges may therefore be applied in some countries for complex customs clearance activities and these include but are not limited to Shipments that require:

**18.12.1** – formal customs entries involving more than three different goods;

**18.12.2** – customs bonds or the need to deliver goods under a customs bond;

**18.12.3** – temporary import facilities;

**18.12.4** – clearances involving a government department other than the customs authority.

**18.13** – FedEx may in some countries make advance payments of import duty, taxes, penalties or have to post bond on behalf of the importer and where this additional service is provided a local administration fee will be charged to the recipient and Customer will be liable for this charge if the recipient does not pay FedEx. The obligation to cover the cost of the administrative fee does not apply to consumers. Other related costs and expenses shall be compensated by Customer. The detailed information on these issues can be obtained at the nearest FedEx office.

**18.14** – Customer shall be liable for the payment of all duties, taxes and charges including stamp duties as applicable on the carriage as well as on all documents including the Consignment note.

### 19. INDEMNITY IN RESPECT OF EMPLOYEES

Customer indemnifies and holds FedEx harmless from and against any liabilities or for any costs, damages or expenses, including legal costs and attorneys' fees, FedEx may incur either to Customer or to anyone else arising directly or indirectly from the redundancy, selective re-employment or transfer of any employee or former employee of Customer or of any supplier or former supplier to Customer or of any third party which may in any way arise from the commercial relationship between FedEx and Customer including but not limited to any liability arising under the Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses (OJ L 082, 22.3.2001, p. 16, as amended) or national implementing legislation thereof or under any other applicable employment legislation.

### 20. ENTIRE AGREEMENT AND SEVERABILITY

**20.1** – It is FedEx' intention that all terms and conditions applicable between FedEx and Customer are contained herein. If Customer wishes to rely on any variations to these Conditions, he must ensure that that is recorded in writing and signed by both FedEx and Customer before the Shipment is accepted by FedEx for performance of Services.

**20.2** – In the event that any term or condition is declared invalid or unenforceable such a determination shall not affect the other provisions of these Conditions all of which remain in force.

### 21. GOVERNING LAW AND JURISDICTION

**21.1** – Save as provided by any applicable Convention, disputes arising from or related to these Conditions shall be subject to the laws and the courts of the country where the Shipment is presented to FedEx for performance of Services.

21.2 – The relevant provisions of international conventions shall apply in all matters related to the international carriage. The relevant provisions of the Postal Law shall apply in all matters related to the international postal services. These Conditions shall apply to the issues unregulated by the applicable mandatory provisions of the relevant international conventions related to international carriage or international postal services and the Postal Law.

21.3 – The Controller of your personal data is FedEx Express Poland sp. z o.o., with its registered office in Warsaw, at Annopol 19, 03-236 Warsaw. You may contact the Controller at the abovementioned address or at [pl.iod@fedex.com](mailto:pl.iod@fedex.com), [euprivacy@fedex.com](mailto:euprivacy@fedex.com) or [dataprivacy@fedex.com](mailto:dataprivacy@fedex.com)

21.4 – Detailed information on the privacy protection applicable to FedEx Customers on how FedEx collects and uses the personal data is provided in the Privacy Policy available at [tnt.com/express/pl\\_pl/site/privacy-policy.html](http://tnt.com/express/pl_pl/site/privacy-policy.html).