

## FTL - FULL TRUCK LOAD

1. Rates are applicable for all cargo types subject to carrier's acceptance (HS code verification). Rates are subject to space and container availability at the time of booking. Further rates are only valid for the period indicated in the quotation, based on train departure day.
2. If the total value of the shipment exceeds €300 000, fees are to be charged towards additional intercountry custom securities.
3. Shipment size (quantity, dimensions and weight) is required before pick up to confirm loading possibilities.
4. Unless otherwise quoted, following limitations apply: 13.3m x 2.45m x 2.60m Trailer - 21 tons gross weight.
5. If a customer cancels a confirmed booking, 48hrs before the booked departure date, a booking cancellation fee of €200 applies. If 24hrs before the booked departure date, a booking cancellation fee of €400 applies.
6. Rates apply to pick up from a standard warehouse.
7. Free for loading 24 hours and free for unloading 24 hours. Demurrage after free time 350 euro / day.
8. Detention cost of 200 EUR per day from 7 days of queuing at the border.
9. The estimated total transit time indicated in good faith based on ITSCargo current experience is a non-binding standard transit time, not a guaranteed transit time. Transit time doesn't include border crossing time.

## LTL - LESS THAN TRUCK LOAD

1. Rates are applicable for all cargo types subject to carrier's acceptance (HS code verification). Further rates are only valid for the period indicated in the quotation.
2. The calculation methodology:
  - Minimum booking is 1 cbm chargeable volume.
  - 1 cbm = 333 kg
  - Non stackable calculation: For general rates unless otherwise quoted the offer applies for stackable and loose cargo. In case of non-stackable cargo the calculation will be based on the floor space used. For reference, it is the occupied space from floor to ceiling (up to 2.60 m) of the truck trailer, independent of the pallet height. Example: Original pallet size non-stackable: 120 cm x 110cmx100cm=1.320CBM. Chargeable volume: 120 cm x 110 cm x 270 cm = 3.564 CBM
3. Dimensions of each piece not to exceed 4 m x

2.45m x 2.6m (L:W:H), maximum gross weight: 3,5 tons per piece. Pieces exceeding either the weight or volume restrictions are to be verified on a case-by-case basis.

4. Dead freight application:
  - Booking cancellation received - 5 or more days before agreed pick up date: No cancellation fee.
  - Booking cancellation received - 3 to 4 days before agreed pick up date: 50 EUR per cbm.
  - Booking cancellation received - within 2 days before CFS cut-off: Full selling rate.
5. The estimated total transit time indicated in good faith based on ITSCargo current experience is a non-binding standard transit time, not a guaranteed transit time. Transit time doesn't include border crossing time.

## FCL - FULL CONTAINER LOAD

1. Rates are applicable for all cargo types subject to carrier's acceptance (HS code verification). Rates are subject to space and container availability at the time of booking. Further rates are only valid for the period indicated in the quotation, based on train departure day.
2. Rates include terminal handling charges for origin, destination and train transport (gauge change), but not any additional handling which might be required for extraordinary reasons (customs inspection, etc).
3. If the total value of the shipment exceeds €300 000, fees are to be charged towards additional intercountry custom securities.
4. Shipment size (quantity, dimensions and weight) is required before pick up to confirm loading possibilities.
5. If a customer cancels or re-books a previously confirmed booking to another train departure up to 9 calendar days before the booked departure date including the day of train departure, a booking cancellation fee of 75% of the quoted door to door rate is applied.
6. Unless otherwise quoted, following weight limitation applies:
  - 20' container: up to 20 tons gross weight
  - 40' container: up to 20 tons gross weight
  - Gross weight excludes container tare.
7. Rates apply to pick up from a standard warehouse.
8. Free for loading 24 hours and free for unloading 24 hours. Demurrage after free time 350 euro / day.
9. The estimated total transit time indicated in good faith based on ITSCargo current experience is a non-binding standard transit time, not a

guaranteed transit time. Transit time doesn't include border crossing time.

## LCL - LESS THAN CONTAINER LOAD

1. Rates are applicable for all cargo types subject to carrier's acceptance (HS code verification). Further rates are only valid for the period indicated in the quotation.
2. The calculation methodology:
  - Minimum booking is 1 cbm chargeable volume.
  - 1cbm = 500kg
  - Non stackable calculation: For general rates unless otherwise quoted the offer applies for stackable and loose cargo. In case of non-stackable cargo the calculation will be based on the floor space used. For reference, it is the occupied space from floor to ceiling (up to 2.6 m) of the 40'HC container, independent of the pallet height.
3. Dimensions of each piece not to exceed 2.4m x 1.2m x 2.2m (LxWxH), maximum gross weight per cbm is 1500 kg. Pieces exceeding either the weight or volume restrictions are to be verified on a case-by-case basis.
4. Dead freight application:
  - Booking cancellation received - 5 or more days before CFS cut-off: No cancellation fee.
  - Booking cancellation received - 3 to 4 days before CFS cut-off: USD 100 per W/M (minimum USD 100 per shipment).
  - Booking cancellation received - within 2 days before agreed pick up date: Full selling rate.
5. For door delivery, the final import customs clearance location should be at the destination terminal or the same as the final delivery location, otherwise additional multi-stop fee shall be applied, on a case specific basis.
6. The estimated total transit time indicated in good faith based on ITSCargo current experience is a non-binding standard transit time, not a guaranteed transit time.

## AIR CARGO

1. The shipper must be classified as a "KNOWN SHIPPER" - for USA and Canada only
2. Rates valid until further notice, variable allowances
3. The provided rates do not apply to dangerous, perishable, dual-use, valuable, live, oversized goods
4. Free time and storage costs at airports are subject to individual calculation
5. Free time for unloading and customs clearance is 6 hours. Beyond 10€/hour.
6. Air freight charges are calculated on the

Chargeable weight, i.e. the actual weight or the so-called volumetric weight, whichever is higher. Volumetric weight [kg] = volume in [cm3] / 6000 (1 cbm=167 kg).

## OCEAN FCL

1. The rates quoted are valid for neutral goods only (not for perishable, dangerous, valuable and/or oversized goods).
2. The quote can be realised subject to adequate availability of containers in the port and availability of space on ocean-going vessels.
3. Free time for loading and customs clearance is 6 hours. Overrun 10€/hour.

## OCEAN LCL

1. The rates quoted are valid for neutral goods only (not for perishable, dangerous, valuable and/or oversized goods).
2. The quote can be made subject to adequate availability of containers at the port and availability of space on ocean-going vessels.
3. Heavy cargo: maximum weight per package is 2000 kg. Cargo weighing over 2000 kg is subject to individual quotation.
4. Rates quoted are valid for cargo that can be consolidated in a 20DV container; maximum dimensions: 580 X 225 X 259 cm ( L x W x H ); bulk cargo (e.g. cartons) exceeding 30 pieces, subject to individual quotes;
5. Density surcharge (heavy loads): If the ratio of the weight of the goods to their volume is greater than 1:1 quoted; loads exceeding the specified dimensions or weight are subject to individual quotation;
6. Non-stackable: freight surcharges for non-pied cargo are quoted on request.
7. Wood packaging must meet the requirements of the country of destination in terms of appropriate labelling and documentation (e.g. certificates, etc.).
8. Cargo must be packaged and adequately secured for sea transport. The packaging used must also allow for mechanical loading/unloading; Shipments requiring special equipment or manual handling are subject to individual quotes.
9. Rates apply to neutral goods only (does not apply to perishable, hazardous, valuable and/or oversized goods)."
10. Free time for unloading and customs clearance is 6 hours. After exceeding 10€/h

**GENERAL TERMS**

1. ITSCargo shall not be held liable for delay or any other loss or damage due to the following causes beyond ITSCargo's reasonable control:
  - Shortage of wagons / locomotives
  - Accidents
  - Maintenance / repair works
  - Government's orders or restriction, e.g. customs inspection
  - Damage of wagon / container
  - Acts of God, weather conditions, war, war-like conditions, hostilities, sanctions, revolution, riots, looting, strikes, lockouts, plague or other epidemics, fires, pilferage and hijack
  - Any other events out of ITSCargo's control
2. Subject to any compulsorily applicable legislation, ITSCargo's liability:
  - For loss of and/or damage to goods occurring at any time during ITSCargo's performance of the Services, shall be limited to 8,33 SDR per kilogram of the gross weight of any goods lost or damaged.
  - For any delay shall be limited to the freight cost of the goods in delay.
  - For any document error & omission shall be limited to the service fee of the service in question.
  - ITSCargo shall, in no event, have any liability for any indirect, incidental and consequential loss arising from or relating to service performance, including but not limited to any loss of profit, loss of sales, loss of market, loss of goodwill or reputation and third party claims, etc.
3. The rates specified in the offer, general terms and conditions and the contract are determined on the basis of typical and undisturbed terms of providing services by ITSCargo. In the case of: 1) a change in the scope or manner of providing services, 2) changes in the terms of service provision occur for reasons beyond the control of ITSCargo, 3) the occurrence of disruptions or difficulties in the process of providing services by ITSCargo, 4) in the case of changes in costs and expenses related to the provision of services by ITSCargo or related to the introduction of new costs and expenses of third parties with the help of which the service is performed or the imposition of fees or penalties on ITSCargo, in particular administrative fees, public-law duties, penalties, fines - ITSCargo's remuneration is subject to appropriate changes, and additional costs and expenses, as well as the equivalent of penalties that ITSCargo was

eventually obliged to incur to perform the service, are returned to ITSCargo. The Principal accepts the fact that they are obliged to pay to ITSCargo the additional remuneration / fees referred to above in the event of the above circumstances. ITSCargo protects the interests of the Principal at its own expense, acting at its own discretion in the manner most favourable to the Principal in choosing the route, means, conditions and methods of transport, storage and loading of shipments, about which the Principal should be informed, if possible.

4. ITSCargo will not be found guilty of breaching its obligations under the contract, if the performance of such obligations is prevented by the occurrence of force higher, arising after the date of signing the contract.
5. This quote and all data contained herein are intended solely for the Recipient of the letter. Forwarding the offer or any information contained therein to third parties without the consent of the Sender is not permitted.
6. We work on the basis of the provisions of the ITSCargo General Forwarding Terms, available on request.

**FORCE MAJEURE**

1. In this Agreement, the term "force majeure" means exceptional events or circumstances:
  - on which ITSCargo has no influence,
  - against which ITSCargo could not protect itself before concluding the contract,
  - which, if they occurred, ITSCargo could not avoid,
  - which cannot be attributed to ITSCargo.
2. ITSCargo will take reasonable steps to remove obstacles to meet its obligations by minimising delay.
3. ITSCargo is entitled to the full remuneration provided for in the contract in the event of force majeure.
4. ITSCargo undertakes to continue to fulfil its obligations under the contract to the extent that it is possible and will seek all reasonable alternative measures to fulfil their obligations, which does not prevent the occurrence of force majeure. ITSCargo will not use such in practice funds, if it does not receive an order from the Customer to do so.

## PAYMENT TERMS

1. Payment term based on the individual agreement.
2. Proof of delivery (CMR) provided via email.
3. Exchange rate: for rates denominated in foreign currency, we use the BNP Paribas selling rate on the day the consignment leaves the loading port for settlement.

ITS Cargo<sup>®</sup>

*I have read and accept these terms & conditions  
Zapoznałem się i akceptuję niniejsze warunki*

*(Name, Signature, Place and Date, Company Stamp)  
(Imię i Nazwisko, Podpis, Data i Miejsce, Pieczętka Firmowa)*