



**TERMS AND CONDITIONS OF FREIGHT
FORWARDING SERVICES**

Seven Freight SP. Z O.O.

20 May 2016

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1.

INTRODUCTION

These Terms and Conditions of Freight Forwarding Services used by Seven Freight Sp. z o.o. applies to all agreements for domestic and international freight forwarding concluded between the Freight Forwarder and the Ordering Party. They specify the rules of cooperation within the scope of freight forwarding services provided by the Freight Forwarder in favor of the Ordering Party, in particular with regard to organization, monitoring, supervision of domestic and international shipment transports by road, sea, air, and multimodal means of transport as well as additional services in favor of the Ordering Party concerning support in terms of logistics, information, warehousing services, and insurance.

2.

DEFINITION

For the purposes of these terms and conditions, the following definitions shall apply:

Cargo – stands for property insurance in transport in accordance with the insurance conditions provided by the Freight Forwarder.

Price List – the whole document that specified the prices of services provided by the Freight Forwarder and the principles determining costs of return incurred by the Freight Forwarder when performing a Forwarding Order.

Additional Forwarding Service – stands for all other services performed as a part of a Forwarding Order, in particular such as: organization of transport, issuing transport documents on behalf of the Consignor, logistics and warehousing services, consultancy, transport insurance services.

Transport Document (DP) – shall stand for, depending on the type of used means of transport: a Road Waybill (LP), an International Waybill (CMR), an Air Waybill (AWD), and a Sea Waybill (BL).

Domestic Forwarding Service – stands for forwarding service of movables where consignment/receipt of the Shipment occurs within the territory of the Republic of Poland.

Road Waybill (LP) – a transport document issued by the Consignor of the Shipment with the participation of the Freight Forwarder or the Subcontractor in the case of Domestic Forwarding Service performed with the use of road means of transport.

Sea Waybill (BL) – a transport document (bill of lading) issued by the Consignor of the Shipment with the participation of the Freight Forwarder or the Subcontractor in the case of Domestic or International Forwarding Service with the use of transport by sea.

Air Waybill (AWD) – a transport document issued by the Consignor of the Shipment with the participation of the Freight Forwarder or the Subcontractor in the case of Domestic or International Forwarding Service performed with the use of transport by air.

International Road Waybill (CMR) – a transport document issued by the Consignor of the Shipment with the participation of the Freight Forwarder or the Subcontractor in the case of International Forwarding Service performed with the use of road means of transport.

International Forwarding Service – stands for forwarding services of movables where the consignment and/or acceptance of the Shipment takes place outside the territory of the Republic of Poland.

Consignor – an entity that handles the Shipment to the Freight Forwarder or the Subcontractor in connection with the performed Forwarding Order.

Consignee – the entity accepting the Shipment from the Freight Forwarder or the Subcontractor in connection with the performed Forwarding Order.

Forwarding Services – collectively stand for Domestic Forwarding Service, International Forwarding Service, and Additional Forwarding Service.

Subcontractor – stands for a road carrier, air carrier, or sea carrier (ship owner), a freight forwarder, or another third party used by the Freight Forwarder to perform Forwarding Services in favor of the Ordering Party.

Shipment – movables accepted for freight forwarding under Waybill or one International Waybill from one Consignor to one Consignee in the process of performance of a Forwarding Order.

Terms and Conditions – stand for these terms and conditions for forwarding services by Seven Freight Sp. z o.o.

Force Majeure – stands for an extraordinary event that could have not been foreseen with due diligence required in the case of professional provision of forwarding services, where such an event is of external character with regard to both the Freight Forwarder and the Ordering Party and where it is impossible to overcome such an event with due diligence. The Freight Forwarder and the Ordering Party shall particularly consider the following as events of force majeure: difficult weather conditions and other forces of nature of unusual intensity in a particular period and that prevent performance of forwarding services, strikes, blockades of roads or other commonly used entrances and exits, results of the activities or failures of state administration (e.g. banning traffic, lack of permissions, embargoes), natural disasters, pandemic.

Freight Forwarder – stands for Seven Freight Sp. z o.o. with its registered office in Warsaw (02-001), Aleje Jerozolimskie 85/21.

Ordering Party – stands for the entity that orders performance of Forwarding Service to the Freight Forwarder.

Forwarding Order – is a written document, including a document sent by electronic means, issued by the Ordering Party to the Freight Forwarder, where such document specifies the quantity and weight of shipments handed over for forwarding, the content of every shipment, notes on the transport, and time and location of their handing over and acceptance, information on additional services provided by the Freight Forwarder in favor of the Ordering Party, as well as other information required by regulations of law and the Freight Forwarder. The template of a Forwarding Order has been provided in Attachment 1 to these Terms and Conditions and shall be available upon request of the Ordering Party.

CAF – currency adjustment factor.

OPWS – stands for General Polish Forwarding Rules 2010 issued by the Polish Freight Forwarders Association.

3. FORWARDING ORDERS, ACCEPTANCE, IMPLEMENTATION

3.1 When performing a Forwarding Order, the Freight Forwarder shall act on behalf of the Ordering Party, under rules provided for in these Terms and Conditions.

3.2 Forwarding Services shall be performed under a Forwarding Order, the template of which is available upon request of the Ordering Party. In the case of Shipments shipped by sea or air, the conditions of implementation of Forwarding Orders shall be subject to the transport conditions used by Subcontractors and provided for in Air Waybills (AWD) and Sea Waybills (BL), or their auxiliary documents.

3.3 Forwarding Orders shall be sent by the Freight Forwarder via electronic means as an e-mail with an attached PDF file (or a file another format determined by the Freight Forwarder and the Ordering Party) with the scan of the properly filled Forwarding Order. The Freight Forwarder shall use the same method to send back a confirmation that the Forwarding Order has been accepted for implementation. Pursuant to Art. 66 (1) § 4 of the Civil Code, Terms and Conditions shall exclude the application of Art. 66 (1) § 1-3 of the Civil Code.

3.4 The Ordering Party shall be obligated to send a complete and accurate e-mail message with the contents of individual Forwarding Orders. The Ordering Party shall be liable for any consequences concerning the Freight Forwarder due to inaccurate, incomplete, or incorrect data in the Forwarding Order, whereby it shall also refer to the data provided in documents, correspondence, and the data specified in information sent as to quantity, weight, dimensions, properties, improper loading procedures for the shipment, as well as defective packaging that prevents or obstructs performance of the Forwarding Service.

3.5 The Freight Forwarder performs the Forwarding Service in accordance with the accepted Forwarding Order. In the case of lack of clear, sufficient, and enforceable instructions or particular arrangements in the order, the Freight Forwarder shall choose the time, method of shipment, type of transport at their own discretion, bearing in mind the good condition of the Shipment and protection of interests of the Ordering Party.

3.6 The Freight Forwarder shall, at any time, reserve the right to reject performance of a Forwarding Order. The Ordering Party shall be informed on the rejection of performance of a Forwarding Order by electronic means.

3.7 Under the pain of rejection of performance of the Forwarding Order by the Freight Forwarder, the Ordering Party shall obligate to provide the Freight Forwarder with the Forwarding Order not later than 3 hours prior to the planned date of collection of the Shipment from the Consignor, excluding Shipments consigned by air or sea and situations when the agreement with the freight forwarder states otherwise.

3.8 Subject to point 3.18 of Terms and Conditions below, the conditions of a Forwarding Order confirmed by the Freight Forwarder must not be changed without a clear consent of both parties provided in writing (including electronic form). Cancellation of a Forwarding Order after the Freight Forwarder commenced the Forwarding Service shall give the Freight Forwarder the right to claim reimbursement of the whole forwarder's remuneration specified in the Price List.

3.9 The Freight Forwarder shall ensure due diligence so that Shipments of the Ordering Party entrusted for forwarding are delivered to the Consignee in accordance with the Forwarding Order accepted by the Freight Forwarder. Performance of the transport services shall be conducted by means of transport of Subcontractors who cooperate with the Freight Forwarder. The Freight Forwarder shall have the right to choose the Subcontractor at their own discretion, provided that they will entrust the transport of goods to a professional Subcontractor who complies with requirements of Polish and international regulations of law and the Forwarding

Order, if it contains special conditions as to the Subcontractor. The choice made by the Freight Forwarder with regard to the Subcontractor that meets the requirements of the Ordering Party specified in the Forwarding Order and Polish and international regulations of law shall satisfy the obligations of the Freight Forwarder within the scope of ensuring due diligence as to the choice of the Subcontractor and shall exempt the Freight Forwarder from liability connected with the choice.

3.10 The Freight Forwarder does not serve the function of a road carrier, air carrier, or sea carrier (ship owner).

3.11 The Freight Forwarder shall have the right to entrust performance of individual Forwarding Orders to Subcontractors who deal with professional performance of forwarding activities (further freight forwarder).

3.12 Acceptance of a Shipment in order to perform Forwarding Service shall take place under a Transport Document (DP) signed by the Consignor and the Freight Forwarder or the Subcontractor that performs Forwarding Services contracted by the Freight Forwarder. In the case in which the Consignor of the Shipment is not the same entity as the Ordering Party, the Ordering Party shall be liable for actions or omissions of the Consignor in relation to performance of Consignor's obligations specified in these Terms and Conditions as for own actions and omissions of the Ordering Party.

3.13 The Freight Forwarder shall organize performance of Forwarding Service concerning the Shipment from the place of consignment indicated in the Forwarding Order or Transport Document (DP). The provisions in the Forwarding Order shall have priority.

3.14 The Consignor shall be liable for correct completion of the Transport Document.

3.15 The Freight Forwarder shall reserve the right to verify the weight and dimensions of the Shipment. The discrepancy between the data given by the Consignor in the Transport Document (DP) or in the Forwarding Order and the actual status shall constitute the grounds to change the amount of remuneration of the Freight Forwarder in accordance with the conditions provided for in the Price List.

3.16 The Consignor shall obligate to correctly prepare and pack Shipments in a way allowing their transport by Subcontractors' means of transport, in particular by application of the following measures:

a) securing the Shipment against damage that could occur due to standard external forces throughout the whole forwarding process (shipments in cardboard boxes secured with tape, shipments of pallets wrapped in film and secured with tape),

b) preventing unauthorized persons from accessing the contents of the Shipment,

c) preventing contact of the Shipment with other shipments transported by that means of transport.

3.17 The Consignor shall obligate to properly mark the Shipment by placing, on every element of the Shipment, details (including the address) on the Consignor and the Consignee of the Shipment as well as other data identifying the contents of the Shipment that will be compliant with the Transport Document (DP) and the Forwarding Order.

3.18 Upon request of the Ordering Party, the Freight Forwarder shall inform the Ordering Party on the current location of the Shipment and the expected delivery time by sending reports on the status of the Shipment via electronic means, e-mail, or by phone.

3.19 Acceptance of the shipment shall take place by confirmation of receipt by the Ordering Party in the Transport Document. Upon acceptance of the Shipment, the liability for condition of the Shipment shall be transferred to the Consignee. In case of identified damage, shortcomings in the Shipment, or its non-compliance with the Transport Document, the Freight Forwarder or their Subcontractor shall secure the Shipment, notifying the Ordering Party about it.

3.20 The Freight Forwarder and their employees shall be obligated to keep confidentiality with regard to cooperation with the Ordering Party, in particular within the scope of information on the cargo, route, and deadline of performance of Forwarding Service in accordance with the Forwarding Order.

3.21 Cargo Insurance of the shipment shall take place upon clear request of the Ordering Party indicated in the Forwarding Order.

4. EXCLUSIONS REGARDING PROVISION OF SERVICES

4.1 The Freight Forwarder shall not accept Forwarding Orders for forwarding of the following Shipments:

1. shipments that can pose a threat to other shipments or persons,
2. shipments that are subject to fast deterioration or loss of properties,
3. shipments that contain written correspondence, mail, excluding mass mailing and questionnaires,
4. cash, securities, other documents used as payment,
5. valuables, jewelry, works of art, antiques, numismatic coins, etc.
6. firearms, ammunition, explosives,
7. goods that require special transport conditions,
8. chemically and biologically active goods, including radioactive substances,
9. animals, human and animal remains,
10. drugs, psychotropic substances, or medicines that require special transport conditions, other psychoactive substances,
11. goods the properties of which might pose a threat to health of persons who are in contact with such goods,
12. goods the transport of which has been forbidden under applicable regulations of law,
13. improperly packed and improperly labelled goods,
14. goods of strategic significance pursuant to act dated 29 November 2000 on foreign trade in goods, technologies, and services of strategic significance for state security and for maintenance of international peace and safety (Polish Journal of Laws 04.229.2315 consolidated text),
15. hazardous goods pursuant to the European agreement on international road transport of hazardous goods (ADR) drawn up in Geneva on 30 September 1957.

4.2 The Freight Forwarder can accept forwarding of a Shipment excluded from forwarding under these Terms and Conditions only by way of a separate forwarding agreement concluded with the Ordering Party, after determination of individual forwarding conditions of such a Shipment.

4.3 The Ordering Party shall be fully liable for any damage caused to the Freight Forwarder or third parties in connection with Shipments referred to in point 4.1 handed over to the Freight Forwarder for forwarding and/or due to lack of information provided to the Freight Forwarder as to the properties of the Shipment, which result in Freight Forwarder's rejection to perform the Forwarding Service.

4.4 The Freight Forwarder shall reject performance of Forwarding Service, if the Ordering Party is in arrears with payments for any already rendered services.

5. FREIGHT FORWARDER'S REMUNERATION AND REIMBURSEMENT OF COSTS

5.1 The Ordering Party shall pay the Freight Forwarder a remuneration for the Forwarding Services specified in these Terms and Conditions, where such remuneration is determined each time by the Freight Forwarder in the confirmation that the Forwarding Order has been accepted and based on the Price List.

5.2 Remuneration shall be payable under the VAT invoice issued by the Freight Forwarder, within 14 days from the date of the VAT invoice, to the Freight Forwarder's bank account indicated in the invoice.

5.3 The Freight Forwarder may condition performance of the Forwarding Order on a prepayment made by the Ordering Party for expenditures connected with performance of the

Forwarding Order (freights, customs, shipyard fees, quay fees, demurrage, detention, storage costs, fees connected with sanitary and veterinary inspections, etc.). The Freight Forwarder may condition further performance of the Forwarding Order on the immediate reimbursement of expenditures. The amount of expenditures has been specified in the Price List. Expenditures shall be reimbursed under a proper accounting document within 7 days from the date of delivery of such a document to the Ordering Party. In the case in which the actually paid expenditures or costs exceed the amounts specified in the Price List, the Ordering Party shall reimburse them to the Freight Forwarder under proofs that they have been incurred, under rules specified in these Terms and Conditions.

5.4 The Ordering Party shall authorize issuance of VAT invoices without their signature.

5.5 In the case of a delayed payment for the issued VAT invoices, the Freight Forwarder shall reserve the right to charge statutory interest for each day of delay. In a situation in which the delay exceeds 45 days, the Parties agree that the Freight Forwarder, starting on 46th day, shall be entitled to charge the maximum interest pursuant to Art. 359 § 21 of the Civil Code. The date of payment shall be understood as the date on which funds are credited on the Freight Forwarder's account.

5.6 The Ordering Party declares that they own a tax identification number (NIP) and are registered VAT payers.

5.7 The Ordering Party, the Consignor, and the Consignee waive the right to deduct any of their receivables, including indemnity, resulting from performance of the Forwarding Order by the Freight Forwarder.

5.8 The Freight Forwarder shall reserve the right to make changes in the prices of Forwarding Services indicated in the Price List. Changes in the Price List shall not constitute changes in these Terms and Conditions. The Freight Forwarder shall notify the Ordering Party on the new applicable Price List under rules specified for changes in these Terms and Conditions.

5.9 If the amount of Freight Forwarder's remuneration is expressed in a foreign currency, the exchange rate for conversion of the amount shall be the selling rate for a particular currency published by Bank BPH S.A. with its registered office in Kraków on the date on which the Shipment is loaded.

5.10 In the case of strengthening of Polish zloty, the Freight Forwarder shall be entitled to apply the Currency Adjustment Factor (CAF).

6. FREIGHT FORWARDER'S LIABILITY

6.1 Subject to the second sentence, in the case of loss or disappearance of the Shipment, Freight Forwarder's liability shall be limited to the ordinary value of goods specified in the trade invoice or, in case of lack of such an invoice, on the basis of the stock exchange or market price or, in the case when it is impossible to determine the value of such a Shipment, on the basis of the nominal value of items of the same type and quality. However, in each case, Freight Forwarder's liability shall be limited to the amount of SDR 1 per each kilogram of the missing gross weight, according to the value of the Shipment at the place and in the period of acceptance of the Shipment for forwarding, not higher, however, than SDR 5.000 per one Shipment. In each case, the damage shall be limited to the actual damage (*damnum emergens*).

6.2 The value of SDR shall be determined on the basis of the average rate of exchange noted and published by the National Bank of Poland on the date on which the damage occurred.

6.3 The Freight Forwarder shall be liable for the Shipment since its acceptance for forwarding to its handing-over to the Consignee. Acceptance of the Shipment by the Consignee without reservations shall result in expiry of any claims against the Freight Forwarder and the Forwarding Service shall be considered as performed correctly.

6.4 With regard to the limitations arising from these Terms and Conditions, the Freight Forwarder shall be liable for damage resulting from non-performance or improper

performance of Forwarding Services connected with the Forwarding Order, unless the Freight Forwarder proves that they could not avoid the damage despite due diligence or that they are not at fault when it comes to the choice of the Subcontractor.

6.5 The Freight Forwarder shall not be liable for:

- a) Shipments specified in point 4.1 of the Terms and Conditions, if they are not declared by the Ordering Party and no individual forwarding agreement is concluded with the Ordering Party for forwarding of such Shipments,
- b) damage caused by delay in delivery of the Shipment, unless the Freight Forwarder obligated to deliver the Shipment on time,
- c) defect, damage, or loss of the Shipment, if they result from actions or negligence of the Ordering Party, Consignor, or Consignee,
- d) damage in form of lost advantages, follow-up expenditures, impossibility of usagem delays, etc. (lucrum cessans),
- e) loss in weight of bulk products resulting from the properties of such products, where such losses do not exceed the limits specified in relevant regulations for a particular product and in the case of no such regulations - in the limits customary accepted,
- f) damage resulting from actions or negligence of persons for whom the Freight Forwarder is not responsible,
- g) damage resulting from non-performance of loading activities on the date indicated in the Forwarding Order due to reasons concerning the Consignor or extensive extending of loading activities, as well as refusal to accept the shipment for forwarding due to improper packaging,
- h) damage caused to the substance of the shipment that is impossible to be identified at the moment of consignment and/or acceptance of the Shipment due to lack of external signs of damage in the Shipment and/or packaging of the Shipment,
- i) for actions or negligence of the Ordering Party, the Consignor, or the Consignee as well as their subcontractors, including actions or negligence resulting in damage the nature of which has been prohibited by an act under penalty,
- j) damage caused by Force Majeure, war, state of emergency, martial law, strikes, road blockades, riots, civil unrest, acts of terrorism and sabotage, effects of nuclear energy and radioactive substances, actions or negligence of state administration (e.g. prohibitions concerning traffic, lack of permits, embargoes), difficult weather conditions, or other random events that are not at fault of the Freight Forwarder.

7. PROCEDURE OF COMPLAINTS

7.1 In a situation of identified loss, defect, or damage to the Shipment, the Consignee of the shipment should write down their remarks in the Transport Document (DP) and prepare, in attendance of the Subcontractor, a damage protocol ("Protocol") that will specify:

- a) the original condition of the Shipment and its value stated in the provisions of the Transport Document (DP);
- b) type of violation of the condition of the Shipment, transport container, or means of transport;
- c) extent of violation, including the size of defect, missing weight or volume of the Shipment;
- d) the assumed time and place of violation of the condition of the Shipment;
- e) the assumed cause that led to violation of the condition of the Shipment;
- f) other circumstances in which the violation of the condition of the Shipment occurred;
- g) if the condition of the Shipment is assessed after its acceptance, the protocol shall also include the circumstances in which the violation of the condition of the Shipment was identified.

7.2 The template of the Damage Protocol shall be available upon request of the Ordering Party.

7.3 The Damage Protocol must include picture documentation of the damages in the Shipment. Pictures should indicate the date on which they were taken.

7.4 The Damage Protocol, prepared by the Consignee indicated in the Forwarding Order by the Ordering Party, should be accepted and signed on the Freight Forwarder's side by the Subcontractor.

7.5 Preparation of the Damage Protocol shall not stand for submission of a complaint to the Freight Forwarder.

7.6 The complaint must be submitted by the Ordering Party, the Consignee, or the Consignor to the Freight Forwarder in writing, within the final deadline of 7 days from the date on which the Damage Protocol was prepared and in the case of a complete loss of the Shipment due to theft, within 14 days from the date on which the Shipment was to be delivered to the Consignee according to the Forwarding Order. Such a complaint must include:

- a) details on the complaining party, in particular the name of the complaining entity, its address and contact details,
- b) reason of the complaint with justification,
- c) subject of the complaint, identification number of the shipment given by the Freight Forwarder, or type and number of the Transport Document (DP),
- d) amount of the claim,
- e) gross weight of the damaged, lost Shipment, the current bank account number of the party entitled to receive the reimbursement, and
- f) signature of the party submitting the complaint.

7.7 The complaint must include:

- a) the original Transport Document (DP) and the printout of the Forwarding Order, including the printout of the e-mail message containing a proof that the Forwarding Order was accepted for implementation,
- b) Damage Protocol prepared in accordance with point 7.1 above,
- c) the document that confirms the amount of the submitted claim for reimbursement – the original VAT invoice or its copy certified to be its true copy, cost estimation, and other documents that confirm the incurred losses,
- d) excerpt from the National Court Register or the business register on the party submitting the complaint or an authorization for the person who signed the complaint,
- e) other documents required by the insurance providers of the Shipment,
- f) other documents required by the applicable provisions of law.

7.8 The Freight Forwarder shall reserve the right to demand other documents needed to close the complaint procedure.

7.9 The Freight Forwarder shall reserve the right to demand access to the damaged Shipment in order to verify the Protocol and to demand a possibility of assessing the damage in the Shipment.

7.10 Complaints shall be considered within 30 days from the date of their correct submission. In case of lack of a complete set of documents on the damage, the complaint will be considered within 30 days from the date on which the missing documents were delivered.

8. FINAL PROVISION

8.1 In order to secure Freight Forwarder's remuneration arising from performance of the Forwarding Service, the Freight Forwarder shall be entitled to withhold the Shipment or documents about the Shipment and establish a lien on the Shipment until the payment or another payment guarantee payable to the Freight Forwarder is provided. The Freight Forwarder shall inform the Ordering Party in writing about exercising the right to establish a lien, indicating the place of storage of the Shipment, the type of withheld documents, and the

amount of the guarantee. Any costs arising from exercising the right of lien, including costs of storage, securing and transport of the Shipment shall be paid by the Ordering Party and added to the Freight Forwarder's remuneration. The Ordering Party shall exempt the Freight Forwarder from claims of third parties due to performance of the right of lien by the Freight Forwarder.

8.2 Claims connected with the forwarding agreement shall expire after one year.

8.3 The Ordering Party must not transfer the rights arising from the Forwarding Order to a third party without the Freight Forwarder's consent granted in writing, otherwise being declared null and void.

8.4 The Freight Forwarder and the Ordering Party shall keep confidential any information concerning the activities of the Party, received and revealed due to performance of the Forwarding Order, and shall not reveal it without a prior consent of the other Party to any third parties, and not use it for purposes other than those arising from these Terms and Conditions or the Forwarding Order.

8.5 The Freight Forwarder and the Ordering Party acknowledge that Confidential Information constitute a trade secret pursuant to Art. 11 section 4 of the act dated 16 April 1993 on counteraction to unfair competition (i.e. Polish Journal of Laws dated 2003, no. 153, item 1503, with further amendments).

8.6 The obligation to keep confidentiality, referred to in points 8.4 and 8.5, shall apply for the period of performance of Forwarding Orders and for the period of 2 years after performance of the last Forwarding Order.

8.7 The Ordering Party shall be authorized to appoint a person responsible for the technical and logistics aspect of transports and for the contact with the Freight Forwarder.

8.8 In the case in which any of the provisions of the Terms and Conditions and/or Forwarding Order becomes invalid or unenforceable, it will be considered as not concluded in the scope in which it was found invalid or unenforceable without prejudice to the validity and enforceability of other provisions of the Terms and Conditions and/or the Forwarding Order. In such cases, the Freight Forwarder and the Ordering Party shall take all steps necessary in order to replace the invalid or unenforceable provision with a provision the content of which is as similar as possible, yet valid and binding.

8.9 The Ordering Party shall be obligated to inform, in writing by registered mail or e-mail, on any change of the address for service. In the case in which the Freight Forwarder did not receive any information on the change of the address for service, the correspondence sent to the previously known address of the Party shall be considered as delivered.

8.10 Changes or supplementation to the Terms and Conditions and/or Attachments can be made at any time and shall not require the consent of other parties. The changed Terms and Conditions shall come into force on the date specified in those Terms and Conditions and shall be published on the website www.7freight.pl.

8.11 For matters not regulated by the Terms and Conditions, the generally applied regulations of law within the territory of the Republic of Poland and the regulations of OPWS 2010.

8.12 Any disputes that can arise from the Terms and Conditions or implementation of Forwarding Services by the Freight Forwarder shall be resolved by the common court of law competent for the registered office of the Freight Forwarder.

8.13 These Terms and Conditions shall come into force on 10 May 2016.