

General terms and conditions for providing cargo services

1. These General Terms and Conditions for providing cargo services ("**GTC**") apply to all services provided by LS Airport Services S.A. ("**LSAS**") as part of or in connection with the managed cargo warehouse, including in particular those related to unloading or loading as part of the import or export process ("**Services**") in Warsaw and Katowice ("**Location**" or jointly "**Locations**"). The GTC also form part of all bids for Services made by LSAS.
2. Definitions:
 - a) **LSAS** - LS Airport Services S.A. with its registered office at J. Gordona Bennetta 2b st., 02-159 Warsaw, registered by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under KRS number 0000355602, NIP: 522-29-49-523, share capital of PLN 40,440,020.00 (fully paid-up), BDO: 0000113178;
 - b) **Principal** – LSAS contractor purchasing Services from LSAS or using them, in particular by collecting the consignment;
 - c) **Parties** – LSAS and the Principal together.
3. Pursuant to article 4c of the Act of 8 March 2013 on preventing excessive delays in commercial transactions, LSAS declares its status of a large entrepreneur within the meaning of article 4 point 6) of the abovementioned Act.

Relationship to other contracts

4. The GTC take precedence over possible models, codes and policies applied by the Principal.
5. The GTC shall be binding on the Principal irrespective of whether or not a written contract has been concluded between LSAS and the Principal, in particular if:
 - 1) the GTC were delivered to the Principal before the conclusion of the contract; or
 - 2) the Principal could have easily learned about the content of the GTC.
6. The GTC shall not apply to consumer relations.

Price and payment terms

7. LSAS applies the net price list available at www.lsas.aero and at the place of purchase of Services ("**Price List**").

Head office

LS Airport Services S.A.
ul. J. Gordona Bennetta 2b
02-159 Warsaw
phone: 22 / 206 95 00
fax: 22 / 206 95 01

Branches

LS Airport Services S.A. Warsaw Cargo Branch
LS Airport Services S.A. Katowice Cargo Branch
LS Airport Services S.A. Kraków Branch (KRK)
LS Airport Services S.A. Warsaw-Modlin Branch (WMI)
LS Airport Services S.A. Gdańsk branch (GDN)
LS Airport Services S.A. Katowice Branch (KTW)



LS Airport Services S.A. – with its registered office in Warsaw at ul. J. Gordona Bennetta 2b, 02-159 Warsaw, registered in the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register under KRS number 0000355602, NIP 522-29-49-523.

Share capital PLN 40,440,020 (fully paid up).

Bank account numbers: PLN – 47 1240 6003 1111 0000 4944 091, EUR – 56 1240 5918 1978 0010 2558 8656, USD – 43 1240 5918 1787 0010 2559 7179

8. All prices quoted in the Price List or other documents related to the Services are net prices, unless otherwise expressly stated in these documents.
9. Unless otherwise agreed, the Service is payable in advance and LSAS is not obliged to proceed with its execution before full payment.

Warranties

10. The Principal guarantees that:

- 1) The conclusion and performance of the contract for the provision of the Service in accordance with the content of the GTC does not affect the rights of third parties, in particular that the Principal may use LSAS to perform its own obligation towards third parties. If this statement is untrue, then the Principal, to the extent related to this fact:
 - shall release the LSAS from any third party claims; and
 - shall compensate any costs incurred by LSAS;
- 2) shall immediately notify LSAS of any claims related to consignments which LSAS has handled on behalf of the Principal;
- 3) has all necessary permits, licenses, approvals, acceptances and has completed any other formalities to perform the Service in accordance with the GTC;
- 4) has provided LSAS with all information necessary to perform the Service;
- 5) the Principal and persons acting in its name or on its behalf shall comply with the instructions and orders of LSAS and shall also comply with all regulations, dispositions, etc., in force at the Locations and that the presence of the Principal and the persons mentioned in this section shall be at their expense and risk;
- 6) has taken out insurance in connection with its activities, to the extent necessary to cover its contractors' claims.

Liability

11. The Principal shall be liable for the actions and omissions of persons it has introduced to the area where the Services are provided, as well as for any damage which may be caused to such persons. The Principal shall indemnify LSAS against claims arising from this obligation at the first request of LSAS.
12. The liability of LSAS in all matters relating to the Service and the GTC on any basis shall not exceed:
 - 1) the liability of the handling agent for the air carrier's cargo under the IATA SGHA Main Agreement - version from January 2013, also when this document is not directly applicable to the cooperation between the Parties; the Principal declares that it knows the content of the document and accepts it; or
 - 2) the liability of the handling agent (carrier) under the Montreal Convention for the Unification of Certain Rules for International Carriage by Air(in case of discrepancies between the above, the lower value shall apply).
13. The Principal shall release LSAS from:
 - 1) any claims of third parties related to the Service, including those of the Principal's staff and the persons it uses to perform the Service;
 - 2) penalties, fees and other similar charges imposed by the competent authorities in connection with the Service, the properties of the belongings transferred to the LSAS or the instructions, information, acts or omissions of the Principal;and if they are borne by LSAS, it will compensate for them in full at the first request of LSAS.

14. If LSAS is obliged to handle a consignment in a special manner (e.g. loading, unloading, unpacking, packing etc.) ("**Handling**"), then it shall be the responsibility of the Principal to provide appropriate and comprehensive Handling Instructions as well as a comprehensive description of the consignment, including its value. Otherwise, LSAS shall not be liable for any negative consequences associated with Handling at its discretion. Nevertheless, LSAS can (but does not have to) refrain from proceeding with Handling until instructions are provided. In the event of refraining from proceeding with Handling, LSAS shall call the Principal to deliver the instructions within 24 hours from the date of sending under pain of failure to handle the consignment. Unless otherwise agreed, instructions will be sent to: checkin-export@lsas.aero. Handling on behalf of the Principal shall be carried out at the expense and risk of the Principal, unless the Parties expressly agree that the costs or risk shall be borne by LSAS, by concluding a contract in writing or a contract by e-mail, under pain of nullity.
15. LSAS shall not be obliged to insure the consignment under the Service, unless the contract concluded by the Parties expressly provides otherwise.
16. Ordering LSAS to handle the consignment is tantamount to the Principal expressing, by virtue of appropriate authorisation of the consignment owner, consent to its opening and checking by appropriate services in order to eliminate the risk or presence of prohibited objects in accordance with applicable regulations, and then repackaging by LSAS. LSAS shall not be liable for any damage which may occur when opening, checking and packing the consignment, unless such damage was caused intentionally by LSAS. If the Principal does not give its consent referred to in this item, it is obliged to inform about this fact not later than at the moment of LSAS receiving the consignment, under pain of acknowledging that the consent has been given. Withdrawal of consent after collection of the consignment is possible only if LSAS confirms receipt of this consent and its acceptance.
17. In case of security inspection of consignment collected from the Principal, LSAS may demand that the Principal signs the "Consignment handling order" document according to the template available at www.lsas.aero and at the service points at Locations. Should the document not be signed, LSAS may refuse to provide the Service.
18. The condition for making an effective claim related to the performance of a Service by LSAS is to make such action by way of a written complaint within 30 days from the performance of the Service, unless separate regulations or obligations provide for a shorter period. If a claim is not made within the prescribed period, the entitled person shall be deemed to have waived its claim. To the extent that this waiver is ineffective, the entitled person undertakes not to pursue it. LSAS will respond to the complaint in the shortest possible time for LSAS, i.e. within 30 days. The submission of a complaint does not suspend the payment deadline for the Services not directly covered by the complaint.
19. The Principal acknowledges and agrees that the recording from LSAS' CCTV devices shall be permanently erased within 30 days from the date of its making.

Disposal of outstanding consignments

20. In the case of disposal of outstanding consignments for which the Principal has finally ordered (directly or by implication) their disposal, LSAS will charge the Principal for the period until the disposal order is placed, and then only for a maximum of 30 days of storage, counted from the day following the disposal order. In case of lack of the disposal order, the storage fee will be charged without the above-mentioned limitation.

Confidentiality

21. The Parties undertake to maintain the confidentiality of non-public information concerning the other Party or its contractors which they acquire in connection with the performance of the Service (hereinafter referred to as "Protected Information").
22. The Protected Information obtained by the Party may not be used for any purpose other than to perform the Service.

23. A Party may not, without the prior written consent of the other Party, disseminate or disclose the Protected Information to third parties unless it must be disclosed:
- 1) under generally applicable provisions of law;
 - 2) to auditors, advisors and subcontractors, to the extent necessary to perform the Service – subject to confidentiality;
 - 3) at the request of the competent court or other competent authorities.

Other provisions

24. The LSAS may perform its Services with the help of subcontractors.
25. The GTC shall apply to cooperation between the Parties starting from 01/04/2020.
26. LSAS reserves the right to change the contents of the GTC, including the Price List. In such a case, LSAS will notify the Principal of the planned change at the latest 30 days before the date when the planned change shall enter into force. In the absence of objections, the provisions of the new GTC shall be binding for the Principal from the date of their entry into force. In case of disagreement, the Principal may terminate the legal relationship under which the Services are provided with 14 days' notice, the end of which period falls before the new GTC come into force. The old GTC shall apply to the Services the provision of which began before the change in GTC came into force, and the new GTC shall apply to the other Services.
27. The GTC and the cooperation of the Parties shall be governed by Polish law and all disputes related thereto shall be subject to the jurisdiction of Polish common courts. Disputes related to the GTC and the cooperation of the Parties shall be settled by the court having territorial jurisdiction over the Capital City of Warsaw.
28. If the GTC form a part of an obligation between LSAS and the Principal, such obligation may be terminated by LSAS with 2 weeks' notice, and without notice in particular in the following situations:
- 1) the Principal breaches this obligation and does not remedy the breach, despite being called upon by LSAS to end the breach within a reasonable period of time;
 - 2) the Principal shall not provide the legal security requested by LSAS.
 - 3) The termination of an obligation shall not undermine the rights and obligations of the Parties acquired before the termination.
29. LSAS may withhold providing the Service until the moment of payment in the case of the Principal's delay in accomplishment of payment resulting from the Service.
30. Any rights of the LSAS under the GTC shall be applied cumulatively to rights arising from separate documents or regulations; in particular, the GTC shall not constitute an exclusion or limitation of such rights.
31. Appendices to the GTC, including the Price List, form an integral part of the GTC.
32. This GTC is a translation of an original document in Polish. In case of any discrepancies, Polish version shall prevail.