

1. These general terms and conditions for the provision of cargo services (“GTC”) shall apply to all the services provided by LS Airport Services S.A. (“LSAS”) within or in connection with the operation of a cargo warehouse, including in particular unloading or loading and storage, in the importing or exporting processes (“Services”) in Warsaw and Katowice (“Location” or collectively “Locations”). GTC also form an integral part of any offers for Services made by LSAS and agreements concluded by LSAS in connection with the provision of Services, regardless of the form in which the agreement was concluded, unless otherwise expressly provided for in the agreement.
2. Definitions:
  - a) **LSAS** – LS Airport Services S.A. with its registered office at the following address: ul. J. Gordona Bennetta 2b, 02-159 Warszawa, registered by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register under the KRS number 0000355602, NIP (Tax ID No.): 522-29-49-523, share capital PLN 40,440,020.00 (paid in full), BDO: 0000113178;
  - b) **Contracting Party** – LSAS’s counterparty purchasing or using Services from LSAS, in particular by collection of a delivery ;
  - c) **Parties** – LSAS and the Contracting Party jointly.
3. LSAS declares that it has the status of a large business entity within the meaning of Article 4 (6) the Act of 8th March 2013 on combating excessively late payments in commercial transactions.

#### **Relationship to other agreements**

4. GTC shall take precedence over any templates, codes and policies applied by the Contracting Party.
5. GTC shall be binding on the Contracting Party, irrespective of whether or not LSAS concluded an agreement with the Contracting Party in writing and shall take precedence over contractual provisions, in particular where:
  - 1) GTC were delivered to the Contracting Party prior to the conclusion of the agreement, or
  - 2) the Contracting Party could have easily found out about the content of the GTC, including when the content was posted on the website: [www.lsas.aero](http://www.lsas.aero),unless otherwise expressly agreed in the agreement.
6. GTC shall not apply to relations with consumers.

#### **Prices and terms of payment**

7. LSAS uses a net price list available on the website: [www.lsas.aero](http://www.lsas.aero) and at the point of purchase of the Services (“Price List”). The Price List shall apply to all users of LSAS services. LSAS may, but is not obliged to, send the Price List directly to the Contracting Party using the Services.
8. All prices quoted in the Price List or other documents related to the Services are net prices, unless otherwise expressly stated in such documents.
9. Unless otherwise agreed, the Service shall be payable in advance and LSAS is under no obligation to proceed with the provision of the Service prior to full payment.



## Guarantees

10. The Contracting Party guarantees that:

- 1) the conclusion and performance of the agreement for the provision of the Service in accordance with GTC shall not breach the rights of third parties, in particular taking into consideration that the Contracting Party may use LSAS to fulfil its own obligations towards third parties. If this statement is untrue, the Contracting Party, to the extent that it is related to this fact:
  - will indemnify LSAS against any claims of third parties, and
  - will compensate LSAS for any costs it incurred,
- 2) will immediately notify LSAS of any claim made in relation to consignments which LSAS had handled on behalf of the Contracting Party;
- 3) it has all necessary permits, licences, approvals, authorisations and has complied with any other formalities to provide the Service in accordance with GTC;
- 4) has provided LSAS with all the information necessary to provide the Service;
- 5) The Contracting Party and persons acting on its behalf or for its benefit, including persons who will perform activities being a part of the execution of obligations of third parties towards the Contracting Party, resulting from legal relations between the Contracting Party and these entities, will comply with the instructions and orders of LSAS, as well as with all the regulations, including order rules and health and safety regulations, orders, etc., applicable at the Locations, published on the website: [www.lsas.aero](http://www.lsas.aero) or at the Locations and the presence of the Contracting Party and the persons mentioned in this paragraph will be at their expense and risk;
- 6) has insurance concerning its activities to the extent necessary to cover claims of its business partners.

## Liability

11. The Contracting Party shall be responsible for the acts and omissions of persons it has brought to the site where the Services are provided, as well as for any damage that may be caused to such persons. The Contracting Party will indemnify LSAS against claims arising from the above obligation upon LSAS's first demand. Persons performing tasks for the Contracting Party's business partners and subcontractors, who fulfil the obligations and rights of these entities towards the Contracting Party shall also be understood as persons who have been brought to the site by the Contracting Party. In justified cases, LSAS shall have the right to require the Contracting Party to indicate a list of entities performing activities related to the use of LSAS Services on its behalf or for its benefit.
12. The liability of LSAS in all matters related to the Service and GTC on any grounds will not be higher than:
  - 1) responsibility of the handling agent for the air carrier's cargo under the SGHA Main Agreement according to IATA – version as of January 2013, also when this document does not apply directly to the cooperation between the Parties; the Contracting Party declares that it is aware of the content of the document and accepts it, or



- 2) liability of the handling agent (carrier) under the Montreal Convention for the Unification of Certain Rules for International Carriage by Air (in the event of a discrepancy between the above, the lower value shall prevail).

13. The Contracting Party will hold LSAS harmless from:

- 1) any claims of third parties in connection with the Service, including claims of the Contracting Party's staff and persons used by it in the provision of the Service;
- 2) penalties, fees and other similar charges imposed by competent authorities in relation to the Service, the characteristics of the property transferred to LSAS or the instructions, information, acts or omissions of the Contracting Party,

and if LSAS incurs them, will compensate LSAS in full at its first request, within the period specified therein, unless otherwise agreed by the Parties.

14. LSAS reserves the right, prior to the dispatch, delivery or collection of a consignment by a person acting on behalf of the Contracting Party, to require the Contracting Party to send, by e-mail, to the addresses set out in clause 15 below, information about the person who is to dispatch, collect or to whom the consignment is to be delivered. To this end, LSAS may request the Contracting Party to provide, in writing or otherwise, information about the e-mail address from which the information referred to in this section will be sent. Notwithstanding the above, LSAS will be entitled in each case to require the person acting on behalf of the Contracting Party to submit a document signed by persons authorised to represent the Contracting Party in accordance with entries disclosed in the relevant registers.

15. If, as part of the Services, LSAS is required to handle a consignment in a particular way (e.g. loading, unloading, unpacking, packing, etc.) ("Handling"), then it is the Contracting Party's obligation to provide proper and comprehensive Handling instructions, as well as a comprehensive description of the consignment with the indication of its value. Otherwise, LSAS shall not be liable for any negative consequences related to the Handling conducted at its own discretion. Regardless of that LSAS may (but is not obliged to) refrain from Handling until instructions are provided. In the event of refraining from Handling, LSAS will call upon the Contracting Party to provide instructions within 24 hours from the shipping date under pain of discontinuing the handling of the consignment. Unless otherwise agreed, instructions will be forwarded to the e-mail address:

- 1) [delivery-import@lsas.aero](mailto:delivery-import@lsas.aero) with regard to import at the Location in Warsaw,
- 2) [delivery-export@lsas.aero](mailto:delivery-export@lsas.aero) with regard to export at the Location in Warsaw,
- 3) [cargoktw@lsas.aero](mailto:cargoktw@lsas.aero) with regard to services provided at the Location in Katowice.

Handling on behalf of the Contracting Party shall be conducted at the expense and risk of the Contracting Party, unless the Parties expressly agree that the cost or risk shall be borne by LSAS, by concluding the agreement in writing or by making arrangements via e-mail, under pain of nullity.

16. LSAS shall not be obliged to insure the consignment as part of the provision of the Service, unless the agreement concluded by the Parties expressly provides otherwise.

17. By ordering LSAS to handle a consignment, the Contracting Party, by virtue of appropriate authorisation from the consignment owner, agrees that the consignment may be opened and checked by the relevant authorities to eliminate risks or the presence of prohibited items in accordance with applicable law, and then repacked by LSAS.



LSAS shall not be liable for any damage that may occur during opening, inspecting and packing of the consignment, unless such damage is caused by LSAS intentionally. If the Contracting Party does not give the consent referred to in this section, it shall be obliged to inform LSAS of this fact no later than at the time of acceptance of the consignment by LSAS, otherwise the consent shall be deemed to have been given. Effective withdrawal of the consent after the acceptance of the consignment is only possible, if LSAS acknowledges receipt of the consent and its acceptance, followed by receipt of the statement of withdrawal of consent and its acceptance by e-mail or in writing. The e-mail addresses for communication with LSAS are those referred to in paragraph 15 above.

18. In the event of security control of a consignment accepted from the Contracting Party, LSAS may require the Contracting Party to sign the "Order for consignment handling" document in accordance with the template, available on the website: [www.lsas.aero](http://www.lsas.aero) and in service points in Locations. If the document is not signed, LSAS may refuse to provide the Service.
19. The condition for an effective submission of a claim related to the provision of a Service by LSAS is to do so by way of a written complaint within no more than 30 days from the provision of the Service, unless separate regulations or obligations provide for a shorter period. If the claim is not submitted within the period provided for, the claimant shall be deemed to have waived their claim. To the extent that this waiver is ineffective, the claimant undertakes not to pursue it. LSAS will respond to the complaint as soon as possible within 30 days. Filing a complaint shall not suspend the deadline for payment for Services not directly included in the complaint.
20. The Contracting Party acknowledges and agrees that the recording from the LSAS's CCTV devices shall be permanently deleted within 30 days of the date of the recording.

### **Disposal of lingering consignments**

21. In the case of the disposal of lingering consignments which the Contracting Party has finally ordered (explicitly or implicitly) to be disposed of, LSAS shall charge the Contracting Party for the period up to the disposal order and then only for a maximum of 30 days of storage, calculated from the day following the disposal order. If the disposal order is omitted, the charge for storage will be calculated without the above-mentioned limitation.

### **Confidentiality**

22. The Parties undertake to keep confidential non-public information concerning the other Party or its business partners which comes into their possession in connection with the provision of the Service (hereinafter "Protected Information").
23. Protected Information obtained by the Party shall not be used for any purpose other than to provide the Service.
24. The Party shall not, without the prior written consent of the other Party, distribute or disclose Protected Information to third parties, unless it needs to be made available:
  - 1) under generally applicable law;
  - 2) to auditors, consultants and subcontractors to the extent necessary for the provision of the Service – subject to confidentiality;
  - 3) at the request of a competent court or other authorised bodies.



**Miscellaneous**

25. LSAS may provide Services with the assistance of subcontractors.
26. GTC refer to the cooperation of the Parties starting on 1st May 2022.
27. LSAS reserves the right to amend the content of GTC or their appendices, including the Price List. In this case, LSAS will notify the Contracting Party of the planned change no later than 30 days before the date on which the planned change is to take effect. In the absence of objections, the Contracting Party shall be bound by the provisions of the new GTC from the date of their entry into force. In the event of disagreement, the Contracting Party may terminate the legal relationship on the basis of which the Services are provided with 14-days' notice, the end of which shall be prior to the entry into force of the new GTC. The old GTC shall apply to Services, the provision of which commenced prior to the entry into force of the amendment to the GTC, and the new GTC – to the remaining Services. The notification referred to in this section may be made in writing, by e-mail sent to the address indicated by the Contracting Party or by posting on the website: [www.lsas.aero](http://www.lsas.aero) information about the change, along with the new content of the document to be changed.
28. If the Contracting Party starts using the Services in the period between the posting on the website [www.lsas.aero](http://www.lsas.aero) of an announcement of a change to the GTC or appendices and the effective date of the new GTC or appendices, the Contracting Party shall be bound by the new GTC or appendices after 30 days following the posting of the announcement of the planned change on website [www.lsas.aero](http://www.lsas.aero). The old GTC shall apply to Services, the provision of which commenced prior to the entry into force of the amended GTC, and the new GTC – to the remaining Services.
29. GTC, as well as the cooperation between the Parties shall be governed by Polish law and all disputes relating thereto shall be subject to the jurisdiction of the Polish common courts. Disputes related to the GTC and the cooperation between the Parties shall be settled by the court having jurisdiction over the Capital City of Warsaw.
30. If GTC form part of the obligation established between LSAS and the Contracting Party, such obligation may be terminated by LSAS with 2-weeks' notice and without notice in particular in the following situations:
  - 1) The Contracting Party is in breach of this obligation and, despite a request by LSAS to cease the breach in due time, does not bring the breach to an end;
  - 2) The Contracting Party does not provide the security requested by LSAS.

Termination of an obligation shall not nullify rights and obligations of the Parties acquired prior to termination.

31. In the event of the Contracting Party being in arrears with the cash consideration resulting from the Service, LSAS may withhold the provision of the Service until the payment is made. In such a situation, the Contracting Party shall not be entitled to any claims against LSAS related to the extension of the Service completion date.
32. Any rights of LSAS under the GTC shall apply cumulatively with respect to rights under separate documents or regulations; in particular, GTC shall not constitute an exclusion or limitation of such rights.



33. The appendices to GTC, including the Price List, are an integral part of GTC.
34. In the event of any provisions of the GTC or the appendices being contrary to mandatory provisions of law, the remaining provisions shall remain in force and the mandatory provisions shall apply in place of the contrary provisions.

**List of Appendices:**

- 1) Price list

