

General Terms and Conditions for the Provision of Cargo Services

§ 1. Introductory provisions

1. These General Terms and Conditions for the Provision of Cargo Services (hereinafter: “**GTC**”) apply to all services provided by LS Airport Services S.A. (hereinafter: “**LSAS**”) within or in connection with the operation of an air cargo warehouse, including in particular unloading or loading and storage, in the importing or exporting processes (hereinafter: “**Services**”). The Services are provided in full scope at the Warsaw Cargo Branch, at 35 Wirażowa Street (i.e. LS Cargo Terminal) and the Katowice Cargo Branch, at 90 Wolności Street, as well as in limited scope at the third-party warehouse at 21A Poleczki Street in Warsaw, i.e. exclusively for storage services (hereinafter: “**Location**” or collectively “**Locations**”).
2. Definitions:
 - a) **LSAS** – LS Airport Services S.A. with its registered office at 2b J. Gordon Bennett Street, 02-159 Warsaw, registered by the District Court for the Capital City of Warsaw in Warsaw, XIVth Commercial Division of the National Court Register, under KRS (*National Register of Companies*) number: 0000355602, NIP (*Tax Identification Number*): 522-29-49523, share capital of PLN 40,440,020.00 (paid in full), BDO (*Waste Database System*): 113178;
 - b) **Client** – LSAS’s counterparty purchasing Services from LSAS or using them, in particular by collecting or sending a consignment;
 - c) **Parties** – LSAS and the Client jointly;
 - d) **LSAS System** – a system made available by LSAS to Clients at the following web address: <https://wawlsas.goldensupport.cz/> that streamlines the supervision over a consignment, information and documents pertaining to it, and enables ordering of Services within a certain scope.
3. LSAS represents that it has the status of a large entrepreneur within the meaning of Article 4 point 6 of the Act of March 8, 2013 on counteracting excessive delays in commercial transactions (Journal of Laws of 2013, item 403, as amended).

§ 2. Relationship to other agreements

4. The GTC takes precedence over any templates, codes and policies applied by the Client.
5. The GTC is binding on the Client regardless of whether or not LSAS has entered into a written agreement with the Client and will take precedence over the provisions of the agreement, in particular when:

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- 1) The GTC were delivered to the Client prior to the conclusion of the agreement and/or
 - 2) The Client could have easily found out about the content of the GTC, including when their content was posted on the website www.lsas.aero, unless otherwise expressly provided in the agreement between the Parties.
6. The GTC also form part of the offers for Services made by LSAS and agreements concluded by LSAS in connection with the provision of the Services, regardless of the form in which the agreement was concluded, unless otherwise expressly provided in the agreement.
7. The GTC does not apply to relations with consumers.

§ 3. Prices and terms of payment

8. LSAS applies a separate net price list for each Location, available on the website <https://www.lsas.aero/uslugi/ls-cargo-terminal#dokumenty-i-formularze> and at the place where the Services are purchased (“**WAW Price List**”, “**KTW Price List**”, respectively, and “**Price List**” or “**Price Lists**”, collectively). The Price List will apply to all entities purchasing LSAS services. LSAS may or may not send the Price List directly to the Client purchasing the Services.
9. The basis for charging fees for a consignment is the weight declared by the consignor on the AWB in the “Gross weight” field for each AWB.
10. All prices quoted in Price Lists and/or other documents related to the Services:
- 1) are charged separately for each batch of goods in the case of split shipment (one AWB for the entire consignment),
 - 2) are charged according to the base rates assigned to the type of shipment. For special shipments, fees are charged according to the declared SHC. In the case of several SHCs, the highest rate will be adopted,
 - 3) are net prices, unless otherwise explicitly stated in these documents.
11. The fees are charged for each of the seven days of the calendar week, excluding public holidays under generally applicable laws in Poland. This means that storage fees are also charged for Sundays, unless the Sunday in question is a public holiday – only then the storage fee is not charged for that day.
12. Unless otherwise agreed, the Service are payable in advance, and LSAS is under no obligation to proceed with the provision of the Service prior to receiving full payment.

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13. Contestation by the Client of the amount of the charge cannot be the basis for withholding payment in full – the Client is required to pay the undisputed portion of the LSAS' fee in each case. Any discrepancies concerning the charge will be corrected, after they are agreed between the Parties, with the corresponding corrective VAT invoices.
14. In the case of service with unpaid air transport (under the terms of "CC" Charges Collect on the AWB), the Client will be charged the amount according to the calculation and entry in the remarks field of the Proof of Delivery (POD) made by LSAS.

§ 4. Obligations of the Client

15. The Client guarantees that:

- 1) the conclusion and performance of the agreement for the provision of the Service in accordance with the GTC will not affect the rights of third parties, in particular that the Client may use LSAS to fulfil its own obligation towards third parties. If this statement is false, the Client, to the extent that it is related to this fact:
 - a) will indemnify LSAS against all claims of third parties and
 - b) 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 Client;
- 3) it has all necessary permits, licenses, approvals, authorizations and has completed all other formalities to provide the Service in accordance with the GTC;
- 4) it provided LSAS with all the information necessary to provide the Service;
- 5) The Client and persons acting on its behalf or for its benefit, including persons who will perform activities as part of the obligations of third parties towards the Client, arising from the legal relationship between the Client and such parties, will comply with the instructions and orders of LSAS, as well as with all the rules and regulations, including rules of procedure and health and safety rules, orders, etc., applicable at the Locations, made available on the website www.lsas.aero or at the Locations, and that the presence of the Client and the persons mentioned in this point will be at their expense and risk;
- 6) it has insurance in connection with its operations to the extent necessary to cover the claims of its counterparties;

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- 7) the consignor and consignee will inform each other in a mutual and timely manner about the departure and arrival of the consignment. LSAS is not responsible for delayed notification of the arrival of the consignment due to incomplete or inaccurate, unclear contact with the consignor or consignee. The basis for the notification is the correct e-mail address in the "Consignee" field on the AWB list.

§ 5. Acceptance of a Service order

16. The Service order should be submitted on the LSAS form, signed by an authorized representative, and submitted to LSAS electronically or through the LSAS System. The forms are available online at <https://www.lsas.aero/uslugi/ls-cargo-terminal#dokumenty-i-formularze> and are divided into two types: forms for All-in Services and forms for other Services. Services should be reported to the following e-mail addresses:
 - 1) all-in export Service orders: allin-export@lsas.aero;
 - 2) transit Service orders under the T1 procedure: allin-import@lsas.aero;
 - 3) orders for other Services, respectively:
 - delivery-import@lsas.aero – in relation to imports at the Warsaw Location,
 - delivery-export@lsas.aero – in relation to exports at the Warsaw Location,
 - cargoktw@lsas.aero – in relation to Services provided at the Katowice Location.
17. Submission of a Service order by e-mail without using the form and LSAS System is possible only in case of failure of the website where the form is available or the LSAS System, respectively.
18. By placing an order to LSAS, the Client acknowledges and accepts that in cases justified by applicable law, authorized state authorities, in particular customs or other authorities carrying out tasks in respect of compliance with the law and safety in air transport, have the right to issue binding instructions as to the manner of handling the consignment or to verify its contents, which may affect, for example, its condition and method of packaging due to complying with the instructions of the above-mentioned authorities.
19. If during the preparation of the transport document differences between the data provided in the order and the actual data occur, in particular concerning:
 - 1) the parameters of the consignment (weight, dimensions, type of goods, characteristics of the goods);
 - 2) address data (consignor, consignee, other parties listed in the transport document);
 - 3) additional instructions of significant importance for the transport, any resulting additional activities and costs incurred by LSAS (e.g., delivery to a different address than that indicated in

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the order, storage costs, repacking, reprinting of documents) will be borne by the Client.

20. LSAS has the right to refuse to accept the consignment if the differences mentioned in the point above make it impossible to provide the Service and to charge the Client for the costs incurred for this reason.
21. The provision of any services not explicitly listed in the Price Lists requires the Parties to agree in advance on the terms and conditions for the provision of such services, in particular the deadlines and fees. Services not explicitly listed in the Price Lists may not be unilaterally ordered to LSAS by the Client, e.g. in the form of comments in documents, in a verbal communication or by e-mail – the absence of explicit confirmation by LSAS of the acceptance of a service not listed in the Price Lists means a refusal to perform it. The liability of LSAS in connection with services not expressly mentioned in the Price Lists is limited to the amount of PLN 5,000.00 (in words: five thousand and 00/100).

§ 6. Services

22. The scope of Services is described in the Price Lists and the GTC in this regard is a supplementary document.
23. The condition for the provision of the Service is LSAS confirming acceptance of the services to be provided sent via e-mail. LSAS reserves the right to refuse to handle a consignment without giving a reason. In the event of refusal to handle a consignment, the Client will not be entitled to any claims against LSAS.
24. The LSAS employee assistance service consists solely of enabling the Client or a person authorized by the Client to perform an action with respect to that Client's consignment that would be impossible without the assistance.
25. Cruise acceptance time calculated from ATA time. Standard service time for a narrow-body flight: ATA + 6 hours; for a wide-body flight, vans and trucks: ATA + 8 hours. LSAS reserves the right to extend handling times for non-palletized consignments requiring manual unloading, consignments significantly damaged; delivery trucks and trucks without prior notification.
26. The time free of storage fees also includes the time for the consignment to be released from the warehouse, which means that consignment storage fees are charged until the consignment is collected from the warehouse by the consignee, confirmed with a signature on the POD document. To reduce long waiting time or to avoid exceeding the free-of-charge time due to extended export time, please report the consignment for pickup well in advance. Delivery notices for consignments: non-palletized consignments requiring manual unloading; large-size consignments; consignments requiring loading on more than one truck should be reported to the following address: delivery-import@lsas.aero.

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§ 7. Consignment release

27. The release of a consignment always takes place on the basis of a written proof of delivery, POD.
28. The release of a consignment to a person other than the consignee is possible only on the basis of a document of assignment of rights and obligations, in particular the obligation to pay LSAS fees in connection with the consignment with a given AWB/HAWB number, from the former consignee of the consignment to the new consignee. In the case of an assignment that does not apply to the obligation to pay LSAS fees in connection with this consignment, LSAS reserves the right to refuse to consent to the assignment and the right to refuse to release the consignment.

§ 8. Liability

29. The Client is liable for the acts and omissions of persons it has brought into the area where the Services are provided, as well as for any damage that may be caused to such persons. The Client will indemnify LSAS against claims arising from the above obligation upon the first request of LSAS. Persons that the Client has brought into the area should also be understood as persons performing tasks for the Client's counterparties and subcontractors, who fulfil the obligations and rights of these entities towards the Client. In justified cases, LSAS will have the right to require the Client to present a list of entities performing activities related to the use of LSAS Services on its behalf or for its benefit.
30. The liability of LSAS is limited to actual damage. The liability of LSAS for indirect, consequential damages and lost profits is excluded.
31. Subject to the next point, the liability of LSAS in all matters relating to the Service and the GTC on any basis will not be higher than:
 - 1) the liability of the handling agent for the air carrier's cargo on the basis of the SGHA Main Agreement according to IATA – version as of January 2013, even when this document does not directly apply to the cooperation between the Parties; the Client declares that the content of the document is known to the Client and the Client accepts it, and/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 will prevail).

In the event that it is not possible to determine the extent of the liability of LSAS under point 1 or 2 above, e.g. in the absence of a link between the Service in question and the weight of the consignment, the liability of LSAS is limited to the amount of PLN 5,000.00 (in words: five thousand and 00/100).

32. The liability of LSAS in connection with the services provided at the Location at Poleczki Street in Warsaw is limited to the amount of PLN 5,000.00 (in words: five thousand and 00/100).

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33. The Client will release LSAS from:

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

and, if LSAS incurs them, it will compensate them in full at LSAS's first request, within the period specified in such request, unless the Parties agree otherwise.

34. In the event that the consignment cannot be released due to the actions of offices or services:

- 1) The Client remains obligated to pay the fees for the Services in accordance with the Price Lists to the extent that the inability to release the consignment is not due to acts or omissions of LSAS and
- 2) the liability of LSAS will be excluded to the extent that the inability did not occur through LSAS's fault.

35. LSAS reserves the right, prior to the dispatch, release or collection of a consignment by a person acting on behalf of the Client, to require the Client to send, by e-mail to the addresses indicated in point 17 below, information about the person who is to dispatch or collect the consignment or to whom the consignment is to be released. For this purpose, LSAS may request the Client to submit, in writing or otherwise, information about the e-mail address from which the information referred to in this point will be transmitted. Notwithstanding the above, LSAS is authorized in each case to require the person acting on behalf of the Client to submit a document signed by persons authorized to represent the Client in accordance with the entries disclosed in the relevant registers.

36. If LSAS is required to handle a consignment in a particular way (e.g., loading, unloading, unpacking, packing, etc.) as part of the Services (hereinafter: "**Handling**"), then it is the responsibility of the Client to provide proper and comprehensive Handling instructions, as well as a comprehensive description of the consignment with the indication of its value. Otherwise, LSAS will not be liable for any negative consequences related to the Handling conducted at its discretion. Regardless of the above, LSAS may (but is not obliged to) refrain from Handling until instructions are provided. In the case of refraining from Handling, LSAS will call upon the Client to provide instructions within 24 hours from the shipping date under pain of discontinuing the handling of the consignment. In the absence of contrary arrangements, instructions will be forwarded to the e-mail address:

- 1) delivery-import@lsas.aero in relation to imports at the Warsaw Location,
- 2) delivery-export@lsas.aero in relation to exports at the Warsaw Location,
- 3) cargoktw@lsas.aero in relation to services provided at the Katowice Location.

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Actions undertaken by LSAS at the behest of the Client are conducted at the expense and risk of the Client, unless the Parties expressly agree that the cost or risk shall be borne by LSAS, by concluding an agreement in writing or by making arrangements via e-mail, otherwise being null and void.

37. LSAS is not obligated to insure the consignment as part of the provision of the Service, unless the agreement concluded by the Parties expressly provides otherwise.
38. Ordering LSAS to handle a consignment is tantamount to the Client's consent, under proper authorization of the consignment owner, for the consignment to be opened and inspected by the relevant services to eliminate risks or presence of prohibited items in accordance with applicable law, and then repackaged by LSAS. LSAS is not liable for any damage that may occur while opening, inspecting and packing the consignment, unless such damage is caused by LSAS intentionally. If the Client does not give its consent referred to in this point, it must inform LSAS of this fact no later than at the time of acceptance of the consignment by LSAS, otherwise the consent will be deemed to have been given. Effective withdrawal of the consent after the acceptance of the consignment is possible only if LSAS confirms the receipt of the consent and its acceptance, followed by the receipt of the statement on withdrawal of consent and its acceptance by e-mail or in writing. The e-mail addresses for communication with LSAS are the e-mail addresses referred to in point 36 above.
39. The Client acknowledges and agrees that the recording from LSAS's CCTV equipment is permanently deleted within 30 days from the date of the recording.
40. If the Client places an order for deconsolidation of a given consignment, it will be charged for the entire consignment, also in a situation where it subsequently collects only a part of that consignment.
41. All documents related to the consignment other than air documentation (AWB, consignor's declarations) should be placed inside the consignment or permanently attached to the consignment packaging. LSAS is not liable for handling of other documents accompanying the consignment.

§ 9. Disposal of lingering consignments and documents

42. In the case of disposal of lingering consignments which the Client has finally ordered (explicitly or implicitly) to be disposed of, LSAS will charge the Client for the period up to the disposal order, and thereafter only for a maximum of 30 days of their storage, calculated from the day following the disposal order. If the disposal order is omitted, the storage fees will be charged without the aforementioned limitation.
43. In the event that the consignment is collected by the Client but some or all of the documentation for that consignment is left with LSAS in paper form, LSAS will dispose of those documents at the Client's expense in accordance with the Price Lists after 30 days from the date of consignment release.

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§ 10. Complaints and complaint procedure

44. LSAS accepts for consideration only complaints that meet all of the following conditions:

- 1) they have been submitted:
 - a) in a written form – submitted in person during the working hours of the relevant secretary office, by e-mail and/or by regular mail – a suggested form of submission is available online at <https://www.lsas.aero/uslugi/ls-cargo-terminal#dokumenty-i-formularze>,
 - b) by the Client that purchased the Service to which the complaint relates,
 - c) in Polish and/or English, as other languages will not be accepted. Documents attached to the complaint must also be in Polish and/or English and translations of other languages may be rejected by LSAS if they are not prepared by a sworn translator.
- 2) no more than 30 days have elapsed since the provision of the service to which the complaint relates unless separate regulations or contractual obligations between the Parties provide for a shorter period. The 30-day period will not apply to complaints regarding calculation of charges. Complaints regarding calculation of charges can be filed within 50 days from the date of provision of the Service by LSAS. When considering this type of complaints, it is important to remember that such a notification can be rejected if access to CCTV surveillance records is necessary to clarify it, and these have already been automatically deleted.

45. The minimum information that is necessary to process a complaint includes:

- 1) data of the claimant including the first and last name and the Client's company name;
- 2) the claimant's phone number and e-mail address (if he or she has one);
- 3) indication of the Location where the service was provided: Warsaw or Katowice;
- 4) AWB number of the consignment along with a copy/scan of the consignment note and full supporting documentation, if applicable (e.g., DMC document, customs declaration);
- 5) the date of obtaining information about the event to which the complaint relates;
- 6) a brief, concise description of the problem;
- 7) the amount of the claim, along with evidence in the form of invoices supporting the loss.

46. LSAS confirms the acceptance of the complaint by e-mail, also when it is incomplete, within 3 days of receipt of complete information to enable its consideration.

47. While LSAS will make every effort to consider the complaint within 14 calendar days from the date of receipt of the complaint containing the information necessary for its consideration, this deadline may be extended depending on the complexity of the case. The claimant will be informed by LSAS of the

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estimated date for consideration of the complaint, which also does not preclude the claimant from making inquiries about this date.

48. A response to the complaint, as well as any request to supplement the complaint with documents and/or information, will be submitted:
- 1) in writing, by e-mail and/or regular mail,
 - 2) in Polish, and if the claimant does not speak this language, then in English.
49. Payment of any amounts due to an accepted complaint will:
- 1) be possible only after the Parties sign an appropriate agreement,
 - 2) be made only to the Client that purchased the Service that is the subject of the complaint,
 - 3) end the dispute arising from the complaint,
 - 4) constitute a limitation of LSAS's liability for the activities and event that are the subject of the complaint.
50. Submission of a complaint does not suspend the deadline for payment for Services not directly covered by the complaint.

§ 11. Confidentiality

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

§ 12. Final provisions

54. LSAS may provide Services with the assistance of subcontractors.

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55. The GTC are applicable as of September 01, 2023.
56. LSAS reserves the right to amend the content of the GTC or their appendices, including the Price List. In such case, LSAS will notify the Client 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 Client will be bound by the provisions of the new GTC from the date they take effect. In the absence of consent, the Client may terminate the legal relationship on the basis of which the Services are provided with a 14-days' notice, the end of which will be before the new GTC comes into effect. The old GTC will apply to Services, the provision of which commenced before the effective date of the amendment to the GTC, and the new GTC to the remaining Services. The notification referred to in this point may be given in writing, by e-mail correspondence forwarded to the address specified by the Client, or by posting information about the change, together with the new content of the document being changed on the website www.lsas.aero.
57. If the Client begins using the Services during the period between the posting at www.lsas.aero of the information about the change to the GTC or appendices, and the effective date of the GTC or appendices in their new wording, the Client will be bound by the new GTC or appendices after 30 days from the date of the posting of the announcement of the planned change on the website www.lsas.aero. The old GTC will apply to Services, the provision of which commenced before the effective date of the amendment to the GTC, and the new GTC to the remaining Services.
58. The GTC and the cooperation of the Parties is governed by Polish law (excluding conflict-of-law rules), and all disputes relating thereto are subject to the jurisdiction of Polish common courts. Disputes related to the GTC and the cooperation of the Parties will be settled by the court having jurisdiction over the Capital City of Warsaw.
59. If the GTC are part of the obligation established between LSAS and the Client, such obligation may be terminated by LSAS with 2-weeks' notice effective at the end of a calendar week, and without notice in particular if the Client is in breach of its obligation and, despite LSAS' request to cease the breach within a reasonable time limit, fails to stop the breaching. The termination of an obligation does not nullify the rights and obligations of the Parties acquired prior to the termination. This point also applies to the agreements regarding provision of the Services, if any, are concluded by and between the Parties.
60. In the event of a delay by the Client to perform the monetary obligation resulting from the Service, LSAS may withhold the provision of the Service until the payment is made. In such a situation, the Client will not be entitled to any claims against LSAS related to the extension of the Service completion time.
61. Any rights of LSAS under the GTC apply cumulatively with respect to rights under separate documents or regulations; in particular, the GTC does not constitute an exclusion or limitation of such rights.
62. Assignment of the Client's receivables against LSAS may be made only with the consent of LSAS, expressed in writing under pain of nullity.
63. Appendices to the GTC, including Price Lists, are an integral part of the GTC.

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64. In the event that any provisions of the GTC or appendices are found to be in conflict with mandatory provisions of law, the remaining provisions will remain in effect, and those mandatory provisions of law will apply in place of the conflicting provisions.
65. In case of discrepancies between the Polish version of the GTC and its translations, the provisions of the Polish version of the GTC will prevail.

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