

## GUIDE TO AGREEMENT ON THE ASSIGNMENT OF RIGHTS AND OBLIGATIONS

A template of an agreement on the assignment of rights and obligations is available on the LS Airport Services S.A. website at <https://www.lsas.aero/en/services/ls-cargo-terminal#dokumenty-i-formularze> in the form of an active PDF. All assignments for which data will be filled in manually should be filled in legibly in capital letters.

The agreement on the assignment of rights and obligations should be signed by the company's representation in three copies: one for the assignor, one for the assignee and the third copy for LS Airport Services S.A. A copy for LS Airport Services S.A. should be delivered to the address of the Customer Service Office: ul. Wirażowa 35, 02-158 Warszawa, ground floor of the Cargo Terminal or should be sent by post/courier to the following address: Sekretariat Cargo, 35 Wirażowa St., 02-158 Warsaw, room 307, 2nd floor of building Cargo Terminal. If qualified signatures are submitted by the assignor and assignee, please send The agreement on the assignment of rights and obligations to the following e-mail address: [info-cargo@lsas.aero](mailto:info-cargo@lsas.aero).

LSAS accepts agreements on the assignment of rights and obligations only if the agreement meets the following conditions.

I. AGREEMENT CONCLUSION DATE IS INDICATED

II. DETAILS OF THE ASSIGNOR AND ASSIGNEE ARE INDICATED<sup>1</sup>:

1. In the case of companies:
  - a. company name,
  - b. registered office with complete address,
  - c. National Court Register (KRS) number and tax identification number (NIP),
  - d. details of the representatives acting on behalf of the company (a person or persons who sign the agreement).
2. In the case of a natural person conducting business activity:
  - a. his/her data (full name),
  - b. name of the business conducted – the business name under which the person operates,
  - c. principal place of business,
  - d. tax identification number (NIP).
3. In the case of a natural person without a registered business activity:
  - a. his/her data (full name),
  - b. correspondence address
  - c. e-mail address.

III. TYPE OF ASSIGNMENT IS INDICATED:

1. One-time – it is necessary to specify the AWB number to which it applies.
2. Permanent – applicable to all future shipments from the date of entering into the agreement.

IV. SCOPE OF THE ASSIGNMENT IS DEFINED

At a minimum, the scope must include a transfer by the assignor to the assignee of:

1. right to<sup>2</sup>:
  - a. manage the shipment or shipments specified in the assignment agreement, including, in particular, the right to collect the shipment or shipments,
  - b. collection of the shipment or shipments specified in the assignment agreement (mainly for clients of diplomatic and state missions who order only the collection of shipments on their behalf).
2. The obligation to pay for the services provided by LS Airport Services S.A. for the shipment(s) specified in the agreement, both services already performed and future services, such as handling, storage (warehouse), and additional services (e.g. deconsolidation, palletization, loading), arising from the date of acceptance of the shipment(s) into the warehouse.

We would like to remind you that the assignment agreement can be signed by:

1. Persons authorized to act on behalf of the entity in accordance with the commercial register relevant to the business:
  - a. National Court Register (KRS) – for, among others, the following types of companies: registered partnership, professional partnership, limited partnership, limited joint-stock partnership, joint-stock company, limited liability company, and other forms of business;
  - b. Central Registration and Information on Business (CEIDG) – for sole proprietorships and civil partnerships.
2. Persons who have been granted a power of attorney to enter into assignment agreements. At the same time, the power of attorney must be signed by the persons indicated in point 1.

In the case of entities registered with the Central Registration and Information on Business (CEIDG), the attorney may be disclosed in the register. In such a situation, a written power of attorney is not required.

In the case of a sole proprietorship, the agreement should be signed either by the entrepreneur running the business or his/her attorney.

In both cases, the power of attorney should be attached to the agreement, and the attorney's data should be entered in the field for representative's data.

In addition, LSAS informs that:

1. Any costs associated with the collection of the shipment(s) shall be billed to the Assignee.
2. The assignment fee shall be billed in accordance with the Shipment Handling Agreement or payable at the LSAS counter located at the Customer Service Office.
3. Any changes to the content as well as the terms and conditions of the agreement shall require an unanimous declaration of the parties to the agreement and written form under pain of nullity, subject to point 3.
4. The LSAS price lists and General Terms and Conditions for the Provision of Cargo Services may be subject to change under the terms described therein.
5. The parties shall inform their representatives indicated in the Agreement about the transfer of their personal data to the other Party, providing them with all the information required by the applicable regulations, in particular information about their rights and information that the transfer of their personal data takes place on the basis of the Agreement, for the purpose of performance of its provisions. For the information obligation of LSAS, visit the website at: <https://www.lsas.aero/uploads/2022/07/klauzula-informacyjna-dla-kontrahtow.pdf>

Any questions related to the handling of agreements on the assignment of rights and obligations should be sent to the following e-mail address: [info-cargo@lsas.aero](mailto:info-cargo@lsas.aero)

<sup>1</sup> Assignor – a person (entity) surrendering rights and obligations to the shipment (or shipments)

Assignee – a person (entity) receiving rights and obligations to the shipment (or shipments)

<sup>2</sup> The assignment agreement should indicate one of two scopes relating to the rights of the assignee.