





General Terms and Conditions of the Forwarding Contract of OMEGAir CARGO

English version v5 SEPTEMBER 2023



ocg@ocg.com





Table of Contents

GENERAL PROVISIONS	2
FCL SEA IMPORT/EXPORT	5
LCL SEA IMPORT/EXPORT	6
FCL RAILWAY	7
LCL RAILWAY	8
AIR IMPORT/EXPORT	9
CUSTOMS AGENCY	10
FTL	11
LTL	12
ADR/IMDG/DGR	13
WAREHOUSE LOGISTICS	14





GENERAL PROVISIONS

- 1. The OMEGAir CARGO General Terms and Conditions of Forwarding Contract (hereinafter the GTCFC) apply to the contracts concluded with or by OMEGAir CARGO.
- 2. The terms used in the GTCFC are understood to mean:
- 1) OMEGAir CARGO OMEGAir CARGO sp. z o. o. with its registered office in Glewice, Glewice 1C, 72-100 Glewice, Poland, National Court Register (KRS): 0000270169;
- 2) Commissioning Party an entity concluding a contract with OMEGAir CARGO;
- 3) Offer an offer in respect of services and rates for the performance of commissioned services (own or third party), referring only to the goods specified in the order, presented by OMEGAir CARGO to the Commissioning Party.
- **3.** OMEGAir CARGO reserves the right to withdraw, in whole or in part, from the Contract concluded as a result of accepting an offer in a situation where the costs of the service performed change, in particular the tariffs of subcontractors (carriers/operators). At the same time OMEGAir CARGO undertakes to present the Client with a new offer containing updated cost of service.
- **4.** The so-called freight surcharges imposed by the shipowner may change depending on the carrier and the deadline, date of loading on the ship.
- 5. It is the responsibility of the shipper or commissioning party to provide the correct parameters (e.g. weight, dimensions) of the goods, as well as the truthfulness, completeness and punctuality of the submission of the documents. In case of a discrepancy between the declared and actual data, we reserve the right to re-invoice any costs incurred as a result in full to the commissioning party or shipper, as well as to amend the rates specified in the offer.
- 6. Commissioning Party is responsible for identifying, classifying, packaging, marking, labelling and completing documentation for consignments containing dangerous goods in accordance with all applicable international treaties, laws and regulations (including the determination of whether or not batteries are contained in the consignment and what type they are). The Commissioning Party is also responsible for the compliance of the Consignee with applicable treaties, laws and regulations. If there is a requirement to do so, each consignment must be accompanied by appropriate dangerous goods documentation. Commissioning Party is responsible Recipient's compliance with treaty standards, laws and regulations. If there is such a type, the application of the handling document should be used for each application. Failure by the Commissioning Party to monitor the activities will result in non-performance or improper performance of the contract, and therefore OMEGAir will demand from the Commissioning Party a claim for payment of the fee, included in each penalty imposed by decision on OMEGAir or its employee by the President of the Civil Aviation Authority.
- **7.** OMEGAir CARGO does not fulfil forward orders. Any dates or deadlines quoted are an estimate and are subject to change without notice.
- 8. Once the period when storage costs and demurrage/detention costs are not charged, the costs shall be calculated according to the tariff of the terminal and shipowner taking into account a 10% forwarding commission (minimum PLN 30). Up-to-date tariffs are available on the website of the respective shipowners or terminals.
- **9.** VAT invoices for handling, transport and manipulation services shall be issued immediately after the completion of the service, at least once a week or at the end of the calendar month according to the choice of OMEGAir CARGO.
- **10.** VAT invoices for the storage of goods more than 14 days overdue shall be issued on the last day of the calendar month for the calendar month in question.
- **11.** The rates shown do not apply to dangerous goods, strategic goods, accredited consignments. By accepting this offer, the Commissioning Party declares that the goods to which the offer relates are neutral goods and do not need to be declared to the Internal Security Agency.
- **12.** The rates shown are net rates to which VAT shall be added at the rate in force on the date of issue of the VAT invoice and are payable per container (unless otherwise specified).





- **13.** OMEGAir CARGO shall apply the exchange rate of MBank S.A. on the day preceding the issuance of the VAT invoice or on the date of service provision, depending on which occurs first.
- 14. The offer and all data contained therein are intended solely for the Offer Recipient (addressee of the offer). Forwarding the offer or any information contained therein to third parties without the consent of the Offerer is not permitted.
- **15.** The GTCFC can only be accepted in their entirety, without any changes or objections, even not material ones.
- **16.** In case where forwarding or carriage of high-value goods, forwarding or carriage of cash, paintings, sculptures and other works of art, antique objects, etc., this offer shall remain valid, but liability of OMEGAir CARGO for damages shall be excluded, except for damages caused intentionally. The above provision shall be without prejudice to mandatory provisions of law.
- 17. The Commissioning Party acknowledges that in the offer submitted by OMEGAir CARGO, only those costs are included which are connected with uninterrupted performance of forwarding. The Commissioning Party undertakes to incur all expenses connected with the fulfilment of the order by OMEGAir CARGO, including the costs of additional fees or penalties imposed by the carrier/operator, not mentioned in the offer.
- **18.** The Commissioning Party acknowledges that the delivery base according to which it has entered into the commercial contract is given to OMEGAir CARGO only for information and its mention in the offer shall not mean that OMEGAir CARGO is obliged to perform those obligations which are incumbent on the Commissioning Party as a party to the commercial contract.
- **19.** OMEGAir CARGO is obliged to provide only those services for which remuneration has been included in its offer.
- **20.** The Contract shall be deemed to have been concluded upon dispatch by OMEGAir CARGO to the Client of the confirmation of acceptance of the order for fulfilment, unless OMEGAir CARGO, despite a failure to comply with the above requirement, proceeds to fulfil the order.
- **21.** OMEGAir CARGO retains the right to change the rates, and terms and conditions of the offer, if it results from the order or from the actually performed measurements that the subject of the forwarding is to be goods with other parameters or specific characteristics than those specified to OMEGAir CARGO or which have not been expressly specified to OMEGAir CARGO prior to the Contract conclusion.
- 22. The consignment of consignment notes and other documents shall always be at the risk and hazard of the Commissioning Party, regardless of the behaviour of the postal operator or courier company. OMEGAir CARGO shall not be liable for any damage resulting from a loss of a consignment note or a set of consignment notes sent to a person specified by the Commissioning Party.
- **23.** The Commissioning Party, at the request of the maritime carrier, sign a Letter of Indemnity with the wording used by the maritime carrier, and ensure that the Bank countersigns or provides a bank guarantee on the terms and conditions specified by the maritime carrier, if such a requirement is made by the latter.
- **24.** OMEGAir CARGO shall not be obliged to load the goods onto the means of transport / into the container or to unload the goods, unless its offer clearly states otherwise. The same provision applies to carriers with whom OMEGAir CARGO cooperates in the provision of the service.
- **25.** The goods shall be released only upon a presentation of the original consignment note, specifying the Commissioning Party or its counterparty as the consignee/person holding a title to the goods. In the absence of the original consignment note or in other justified cases, the goods shall be released only after a letter of guarantee and/or a bank guarantee, at OMEGAir CARGO's choice and in the wording presented by OMEGAir CARGO, has been signed by all persons designated in the consignment note as the Merchant.
- **26.** The possibility of offsetting any of the receivables of the Commissioning Party against those of OMEGAir CARGO, as a result of a declaration by the Commissioning Party, is excluded.
- **27.** The Commissioning Party may not transfer receivables from OMEGAir CARGO to a third party without the prior written consent of OMEGAir CARGO.
- **28.** By accepting this offer, the Commissioning Party declares that it is in good financial standing, is not currently subject to bankruptcy or restructuring proceedings or has no grounds to file such an application.





The Commissioning Party is obliged to notify the Freight Forwarder of the filing of an application to the Court for the institution of such proceedings no later than the date following its filing.

- **29.** OMEGAir CARGO shall have the right to retain the consignment subject to the Contract concluded as a result of acceptance of this offer, until the date of payment in full for the services provided, including previous or subsequent ones. If such payment is not made within 7 days from the date of issuing an invoice or other accounting document, or demand for payment, OMEGAir CARGO shall be entitled to sell the consignment by tender or unrestricted sale, and cover from the obtained amount, in the first place, the amount due to it for the provision of the service, interest and other costs connected with satisfaction of its receivables..
- **30.** The Commissioning Party assumes full responsibility for any damage to the property of third parties that may arise as a result of pledging or selling the goods to satisfy any receivables of OMEGAir CARGO.
- **31.** Any disputes between the Commissioning Party and OMEGAir CARGO shall be settled by a common court of law, competent for the place of the registered office of OMEGAir CARGO, based on the Polish law.
- **32.** According to Art. 13 section 1 and 2 the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (the GDPR) OMEGAir CARGO hereby informs that:

The controller of personal data obtained in connection with: the receipt of an enquiry as to the terms and conditions of the provision of services by OMEGAir CARGO, the preparation of an offer and its possible fulfilment is OMEGAir CARGO Sp. z o. o. with

- its registered office in Glewice 1 c, 72-100 Goleniów, Poland entered in the Register of Entrepreneurs of the National Court Register kept by the Regional Court Szczecin Centrum in Szczecin, 13th Commercial Division of the National Court Register under number: 0000270169, Tax Identification Number (NIP): 8561778296, National Business Registry Number (REGON): 320298279;
- 2) The processing of personal data is carried out for the purposes of presenting an offer, concluding and handling Contracts, as well as maintaining business contacts;
- **3)** Detailed information on the rules for the processing of personal data by OMEGAir CARGO is included in the Data Privacy Statement available under the link: <u>https://www.ocg.com/en/gdpr.</u>
- **33.** Services not included in the offer, as well as courier services, costs of storage and demurrage (demurrage, detention) of the container or cargo in the port, warehousing, VAT, customs duty, other services at the request of the Commissioning Party are charged extra. In the event of a possible customs examination or the necessity to perform additional customs handling activities, the OMEGAir CARGO forwarding rate shall apply based on an individual quotation.
- **34.** In case where there are no individual payment arrangements, prepayment is obligatory.
- **35.** In matters not regulated by the GTCFC, the <u>General Polish Forwarding Rules 2022</u> of the Polish Chamber of Forwarding and Logistics shall apply.





FCL SEA IMPORT/EXPORT (Full Container Load)

- 1. The offer for freight and inland transport is valid subject to the availability of equipment, space on the ship board and is also dependent on the conditions applied by the carrier.
- 2. For domestic road transport, we apply weight limits for 20'DV containers: 19 tonnes; 40'DV/40'HC: 22.5 tonnes; for 45'HC: 21.5 tonnes. Weight limits in other European countries apply according to restrictions in the transport legislation of the countries of loading, unloading and transit.
- 3. For loads above the aforementioned limits, the price is determined on an individual basis.
- **4.** The offer for road freight is valid if clearance is made at the place of unloading or the place where the goods are taken up. Otherwise, the road freight rate may increase.
- 5. For road transport, 8 hours are permitted for unloading/loading or clearance with unloading/loading. Thereafter, demurrage costs of PLN 50.00 shall be charged for each commenced hour, unless a higher amount results from the charge effected by the carrier. For international transport, demurrage shall be charged at the rate of EUR 200.00 (EU)/EUR 300.0 (CIS) per day commenced.
- **6.** For intermodal transport, 3 hours are permitted for unloading/loading or clearance with unloading/loading. Thereafter, demurrage costs of PLN 250 shall be charged for each commenced hour, unless the charge made by the intermodal operator results in a higher amount.





LCL SEA IMPORT/EXPORT

(Less Container Load)

- 1. The offer for freight and inland transport is valid subject to availability of equipment, space on ship and is also dependent on the conditions applied by the carrier.
- 2. The offer is valid for neutral and stacked general cargo, properly labelled, packaged and secured for maritime transport in a bulk container, not subject to veterinary inspections. The packaging used must also enable mechanical loading/unloading depending on the type of packaging.
- **3.** Free time in road transport for loading or clearance with unloading is 4 hours. Thereafter, demurrage costs of PLN 50.00 shall be charged for each commenced hour, unless a higher amount results from a charge effected by the carrier.
- 4. In the case of transports carried out via a LCL carrier (courier), there is no free time for the release/collection of the consignment, and it is required that the T1 document is closed at the place of unloading or the place of collection. Otherwise, the road freight rate may increase. Any charges resulting from the goods not being ready for release, not being able to receive the goods shall be transferred to the Client.
- 5. For palletised LCL, the following limits shall apply:
- a. EURO pallet 0.8*1.2*H1.5m weight max. 1000kg;
- b. industrial pallet max. 1.2*1.2*H1.5m weight max. 1000kg.
- 6. For non-palletised goods, the offer is valid for a maximum consignment size of 1.2*1.3*H1.5m, weight max. 600kg/cbm.
- 7. For loads exceeding the dimensions in paragraph 5 or 6, the rates quoted shall be verified.





FCL RAILWAY

(Full Container Load)

- 1. The offer for rail forwarding is valid subject to availability of equipment and space on the train.
- 2. Minimum booking is: 1 x 40'HC or 2 x 20'DV. Only an even number of 20'DV containers can be transported.
- **3.** The weight difference between two 20'DV containers on one carriage must not be more than 2 tonnes due to the axle load of the carriage.
- 4. In case of rail transport from/to China, it is possible to cancel bookings at least 8 working days before the scheduled departure date of the train at no extra cost. If the booking is not cancelled within the aforementioned timeframe, you shall be charged a dead freight cost of 100% of the amount of the rail freight.
- 5. In FCL road transport, we apply weight limits for 20'DV containers: 18 tonnes, 40'DV/HQ: 22 tonnes, 45'HQ: 21.5 tonnes. For loads above the aforementioned limits, the price is determined on an individual basis.
- 6. The offer for road freight is valid if clearance is made at the place of unloading or the place where the goods are taken over. Otherwise, the road freight rate may increase.
- 7. For road transport, 4 hours in Poland and 1 hour abroad (unless otherwise agreed) are permitted for unloading/loading or clearance with unloading/loading. Thereafter, demurrage costs shall be charged in the amount of PLN 50.0 for each commenced hour, unless a higher amount results from the charge effected by the carrier. For transport on international routes, demurrage charges in the amount of EUR 200.00 (EU)/EUR 300.00 (CIS) per each commenced day shall be charged.





LCL RAILWAY

(Less Container Load)

The offer for rail forwarding is valid subject to availability of equipment and space in the bulk container.
The offer is valid for neutral and stacked general cargo, appropriately labelled, packaged and secured for rail transport in a container with bulk consignments that are not subject to veterinary inspections. The packaging used must also allow mechanical loading/unloading depending on the type of packaging.

3. Offer is valid for loads with max. unit weight of 2.5 tonnes, max. unit length of the parcel 3 metres, max. weight of the entire consignment 5 tonnes. If at least one of the above dimensions is exceeded, an quotation on an individual basis shall be provided. If the weight or dimensions of the consignment change, the rates shall be updated.

4. For non-standard LCL we shall apply individual quotations.

In case of rail transport from/to China, it is possible to cancel bookings at least 5 working days before the scheduled departure date of the train at no extra cost. If the booking is not cancelled within the aforementioned timeframe, you shall be charged a dead freight cost of 100% of the amount of the rail freight.
The offer for road freight is valid if clearance is made at the place of unloading or the place where the

goods are taken over. Otherwise, the road freight rate may increase.

7. For road transport, 4 hours in Poland and 1 hour abroad (unless otherwise agreed) are permitted for unloading/loading or clearance with unloading/loading. Thereafter, demurrage costs shall be charged in the amount of PLN 50.00 for each commenced hour, unless a higher amount results from the charge effected by the carrier.





AIR IMPORT/EXPORT

- 1. Offer refers to unitised cargo.
- 2. OMEGAir CARGO reserves the right to withdraw from the Contract concluded as a result of accepting this offer, in a situation when the actual departure of goods from the airport would take place after the expiry of validity of rates referred to in the offer. At the same time OMEGAir CARGO undertakes to present the Client with a new offer containing updated cost of service.
- 3. For non-palletised goods, the offer is valid for a maximum consignment dimension of 318cm x 223cm x 157cm (L x W x H). For loads exceeding at least one of the dimensions, the quoted rates shall be verified.
- 4. The offer for road freight is valid if clearance is made at the place of unloading or the place where the goods are taken over. Otherwise, the road freight rate may increase.
- 5. For road transport, 2 hours are permitted for unloading/loading or clearance with unloading. Thereafter, demurrage costs shall be charged in the amount of PLN 50.00 for each commenced hour, unless a higher amount results from the charge effected by the carrier.
- 6. In case of transports carried out via a LCL carrier (courier), there is no free time anticipated for release/collection of the consignment and it is required to close the T1 document at the place of unloading or the place where the goods are taken over. Otherwise, the road freight rate may increase. Any charges resulting from the goods not being ready for release, not being able to accept the goods shall be transferred to the Client.
- 7. In case of consignments via a LCL carrier (courier), when calculating the offer, it is obligatory to choose a higher weight: actual or paid. In order to calculate the volumetric weight of a consignment, its length (cm) should be multiplied by its height (cm) and by its width (cm) and the result obtained divided by 6000. The consignment parameters provided by the Client and specified in the offer are estimated parameters and therefore subject to verification by the LCL carrier (courier).
- 8. In case of discrepancies between the parameters specified in the offer and the actual parameters resulting from the final verification of the LCL carrier (courier), OMEGAir CARGO reserves the right to change the rate within 14 days from the date of receiving information from the LCL carrier (courier) on the result of the verification of the parameters, by sending a VAT invoice with the final charge to the Client.





CUSTOMS AGENCY

1. In case where there are no individual payment arrangements, prepayment is obligatory.

2. VAT invoices for the storage of goods more than 14 days overdue shall be issued on the last day of the calendar month for the calendar month in question.

We apply the exchange rate of MBANK S.A. on the date prior to issuing the VAT invoice or on the date of service provision, depending on which date occurs first.

3. OMEGAir CARGO is obliged to provide only those services for which remuneration has been included in its offer

- 4. The Contract shall be deemed concluded upon the receipt by OMEGAir CARGO from the Commissioning Party of all documents stipulated by the applicable provisions of law necessary for the provision of the service sent to the following e-mail address: ac@ocg.com. Delivery of documents by the Commissioning Party shall be in electronic form with the exception of documents certifying the preferential origin of goods and other documents which must be delivered in original to the relevant authorities. The Commissioning Party is responsible for the truthfulness, completeness and timeliness of the transmission of documents. In the event of discrepancies between the declared and actual data, we would like to inform you that we reserve the right to re-invoice any costs incurred on this account in full to the commissioning party or the shipper, as well as to change the rates specified in the offer.
- 5. The Commissioning Parties shall be handled between 8.00 a.m. and 4.00 p.m. on working days. At other times and days OMEGAir CARGO and Commissioning Party shall agree on individual terms and conditions for particular orders.





FTL

(Full Truck Load)

- 1. An offer for road transport is valid provided that the means of transport are available to provide the service.
- 2. The offers of the Contractor and the provisions on prices and services contained therein refer only to goods of normative size, normative weight and neutral properties (unless otherwise agreed). They assume the use of standard means of transport. We reserve the right to update our offer in the event of changes in fuel prices, road tolls, restrictions on an access to infrastructure.
- **3.** The order to provide a service must be placed on a working day at least 24 hours before the planned loading, unless the Parties agree otherwise. A failure to meet the aforementioned deadline shall entitle OMEGAir CARGO to refuse to fulfil the submitted order or to delay a date of its fulfilment without incurring any costs on this account.
- **4.** The Contractor shall not be responsible for the consequences of errors and misunderstandings resulting from the transmission of any instructions in a form other than written. The driver is not a person authorised to act on behalf of the Contractor.
- 5. Free time for clearance and loading/unloading activities is 8 hours. Thereafter, demurrage costs shall be charged at the following amount, unless a higher amount is derived from the charge effected by the carrier:
 - Domestic relations PLN 50.00/each commenced hour;
 - EU relations EUR 200/each commenced day;
 - 4 CIS relations EUR 300/each commenced day.
- 6. Weight limits apply according to restrictions in the transport laws of loading, unloading and transit countries.





LTL

(Less Than Truck Load)

- 1. An offer for road transport is valid provided that the means of transport are available to provide the service.
- 2. The offers of the Contractor and the provisions on prices and services contained therein refer only to goods of normative size, normative weight and neutral properties (unless otherwise agreed).
- **3.** They assume the use of standard means of transport. We reserve the right to update our offer in the event of changes in fuel prices, road tolls, restrictions on an access to infrastructure.
- 4. The order to provide a service must be placed on a working day at least 24 hours before the planned loading, unless the Parties agree otherwise. A failure to meet the aforementioned deadline shall entitle OMEGAir CARGO to refuse to fulfil the submitted order or to delay a date of its fulfilment without incurring any costs on this account.
- 5. For palletised LCL, the following limits shall apply:

4

- EURO pallet 0.8*1.2*H1.8m weight max. 1000kg;
 - industrial pallet max. 1.2*1.2*1-11.8m weight max. 1000kg
- 6. For non-palletised goods, the offer is valid for a maximum consignment size of 1.2*1.3*H1.9m, weight max. 600kg/cbm.
- 7. Free time in road transport for loading or clearance with unloading is 4 hours. Thereafter, demurrage costs of PLN 50.00 shall be charged for each commenced hour, unless a higher amount results from a charge effected by the carrier. In case of transports carried out via a LCL carrier (courier), there is no free time anticipated for release/collection of the consignment and it is required to close the T1 document at the place of unloading or the place where the goods are taken over. Otherwise, the road freight rate may increase. In case of this type of transport, all burdens resulting from the goods not being ready for release, not being able to accept the goods shall be transferred to the Client.





ADR/IMDG/DGR

Dangerous goods

- 1. In case where there are no individual payment arrangements, prepayment is obligatory.
- 2. The rates, and terms and conditions shown shall apply only to packaged dangerous goods for road/sea/air transport falling within the following classes/classes and subclasses: 1 (only certain pyrotechnics classified as 1.3G, 1.4S, 1.4G), 2, 3, 4.1, 4.2, 4.3, 5.1, 5.2, 6. 1, 8 and 9 according to the European Contract on the International Carriage of Dangerous Goods by Road (hereinafter the "ADR Contract")/International Maritime Dangerous Goods (hereinafter the "IMDG Code")/International Association of Packaging Reaserch Institutes, Dangerous Goods Regulations (hereinafter the "IATA DGR"). OMEGAir CARGO does not handle dangerous goods in classes other than those specified in the previous sentence.
- **3.** OMEGAir CARGO organises the transport of dangerous goods, is not the consignor of the dangerous goods and does not issue the dangerous goods transport documents referred to in the ADR/IMDG Code/IATA DGR Contract, unless the Parties expressly agree otherwise.
- 4. The Commissioning Party is obliged to deliver for carriage only consignments that comply with the relevant requirements of the ADR Contract for road transport/IMDG Code for maritime transport / IATA DGR for air forwarding.
- 5. In case of a discrepancy between the declared and actual data, we hereby inform you that we reserve the right to re-invoice any costs incurred in this connection in full to the commissioning party or shipper and to change the rates specified in the offer.
- **6.** For non-palletised goods, the offer is valid for maximum limit values of consignment dimensions of 1.2x1.3x3.0m. For loads exceeding at least one of the dimensions specified in the preceding sentence, the stated rates shall be verified.
- **7.** For road transport, we shall apply weight limits for containers of 20'DV:19 tonnes, 40'DV/HQ: 22.5 tonnes, 45'HQ: 21.5 tonnes. For loads exceeding the limits stated in the previous sentence, the price shall be determined on an individual basis.
- 8. Handling of partial unloading of dangerous goods by OMEGAir CARGO only possible in the direct relation.
- **9.** For road transport in import and export, XX hours is permitted for unloading or clearance with unloading. Thereafter, demurrage costs of PLN 50.00 per commenced hour shall be charged.
- **10.** For intermodal transport in import and export, 3 hours are permitted for unloading or clearance with unloading. Thereafter, demurrage costs of PLN 250 shall be charged for each commenced hour.
- **11.** The offer to organise transport is valid subject to the availability of equipment and depends on the conditions applied by the carrier.
- 12. After a period free of storage costs and demurrage/detention costs, the costs shall be charged.





WAREHOUSE LOGISTICS

- 1. OMEGAir CARGO reserves the right to withdraw in whole or in part from the Contract concluded as a result of accepting this offer in a situation where the costs of the service provided change, in particular the tariffs of subcontractors (carriers/operators). At the same time OMEGAir CARGO undertakes to present the Client with a new offer containing updated cost of service.
- 2. The parties undertake to notify each other by electronic means of the intended transfer, receipt, release or dispatch of the goods in such a way that the notification/order arrives at least 1 working day before the arrival, receipt, release or dispatch between 8.00 a.m. and 3.00 p.m.
- **3.** Notice/order given after 3.00 p.m. shall be treated as given on the next working day. The service shall be provided on the date agreed by the Parties by electronic means.
- 4. Receipt of goods into the warehouse shall take place during working hours of the warehouse.
- 5. The rates quoted in the offer are valid for the provision of services during warehouse opening hours.
- 6. Should it be necessary to carry out services outside working hours of the warehouse, the offer shall be changed, unless the delay in fulfilment is the fault of OMEGAir CARGO.
- 7. Orders with special delivery interest (hourly delivery) are not included in the offer. <u>Dates/deadlines</u> indicated are estimates.
- 8. The offer refers to the goods, and terms and conditions contained in the enquiry. The rate is subject to change in the event of a change in the parameters of the enquiry.
- **9.** For road transport, 4 hours are permitted for loading or clearance with unloading. Thereafter, demurrage costs of PLN 50.00 shall be charged for each commenced hour, unless a higher amount results from the charge effected by the carrier. For international transport, demurrage shall be charged at the rate of EUR 200.00 (EU)/EUR 300.0 (CIS) per day commenced.