

REGULATIONS FOR THE PROVISION OF LOGISTICS SERVICES

TSL ECO SP. Z O.O.
01.10.2019

CONTENTS

REGULATIONS FOR THE PROVISION OF LOGISTICS SERVICES	3
§ I DEFINITIONS	3
§ II METHOD OF CONCLUDING THE FORWARDING AGREEMENT	4
§ III VALUATION OF THE FORWARDING SERVICE	6
§ IV GENERAL TERMS OF FORWARDING	6
§ V ACCEPTANCE OF SHIPMENT FOR FREIGHT COMPLETION	10
§ VI FORMS AND TERMS OF PAYMENT	11
§ VII REGULATIONS OF CONTRACTUAL PENALTIES AND DISPUTABLE SITUATIONS	12
§ VIII FINAL PROVISIONS.....	14

REGULATIONS FOR THE PROVISION OF LOGISTICS SERVICES

These general terms and conditions of providing forwarding services by TSL ECO Sp. z o.o. (hereinafter referred to as: "Regulations") define the terms and conditions for the provision of domestic and international road transport as part of the activities of TSL ECO Sp. z o.o. with registered office in Bytom (hereinafter referred to as: Forwarder) for all clients.

§ I DEFINITIONS

For the purposes of these Regulations, the following definitions mean:

- 1. Loading operations** - loading, handling, placing the shipment on the vehicle, securing the shipment against moving during transport, as well as removing the security and unloading the shipment from the vehicle at the destination. The sender, recipient or other entity performing cargo operations is obliged to perform them in a way that ensures transportation of shipments in accordance with road traffic regulations and public road regulations, and in particular not causing a threat to road safety, exceeding the permissible weight of vehicles or exceeding the permissible axle loads.
- 2. Transport document** - a document confirming the receipt of a consignment for carriage by a carrier and its receipt.
- 3. Sender** - a natural person, legal person, organizational unit without legal personality indicated by the Customer on the waybill, sending shipments under the transport service. By sender, we also mean the shipper, the freighter and the sender.
- 4. Recipient** - a natural person, legal person, organizational unit without legal personality indicated by the Customer, who accepts shipments from the carrier under the transport service.
- 5. Carrier** - an entity entrusted with the Freight Forwarder's fulfilment of all transport, forwarding and logistics obligations arising from the contract of ordering online transport with the Customer.
- 6. Forwarder** - a legal person whose purpose is to organize freight transport, including organization of transport, issuing forwarding documents, accepting forwarding orders. Under these Regulations, the forwarder is TSL ECO Sp. o.o. with its registered office in Bytom.
- 7. Consumer** - a natural person making a legal act with an entrepreneur not directly related to his or her business or professional activity.
- 8. Shipment** - cargo (shipment) of the Customer accepted for transport and delivery to the Recipient.
- 9. Confirmation of delivery** - an additional service consisting in a written confirmation by the Recipient of the receipt of the parcel, on the waybill presented by the Drivers and returning this document to the Customer. Equivalent to written confirmation by the Recipient of receiving the parcel will be treated as written annotations made by the Driver on the waybill about the absence, refusal to collect the parcel or the inability to deliver it to the Recipient.

10. Force Majeure - an event that could not have been foreseen while maintaining due diligence required for the professional provision of forwarding arrangements and which prevents or significantly hinders the implementation of forwarding arrangements, which is an external event both with respect to the Freight Forwarder and the Ordering Party diligence, you cannot oppose; higher force events are in particular: strike, roadblocks or other commonly used entry and exit points, life-threatening disasters, epidemics, atmospheric conditions and other occurrences of nature sites whose intensity deviates from the average scale in a given period, as well as temporary or total congestion, blockades or closures of communications made during the execution of the order.

11. Forwarding contract - an agreement concluded between the Customer and the Forwarder consisting in moving the parcel from the Sender to the Recipient on the conditions specified in the order of carriage.

12. Forwarding order - a document on the basis of which the Freight Forwarder plans the route for transporting a consignment, its loading, possible reloading or storage, renting a truck with a driver in order to transport the shipment to a specific Recipient and its unloading, containing at least the name and address of the Sender, name and address of Recipients, place of loading and unloading the shipment, specifying the subject of the shipment, the proposed price for the forwarding service; this document contains the following data:

- a) details of the ordering party: company name, full address, phone number, signature and name and surname of the ordering party;
- b) details of the ordering party: company name, full address, phone number, signature and name and surname of the ordering party;
- c) Customer's details: company name, full address and tax identification number of the Customer;
- d) data about the shipment and its properties: name, quantity and weight (including gross weight) of the shipment delivered for transport;
- e) transport data: time and place of issue and collection of the parcel, scope of the ordered service and all other data and documents needed for the correct execution of the order.

13. Ordering Party - a natural person, legal person, organizational unit without legal personality, which was concluded with the Freight Forwarding contract.

14. OWPiRZP - General conditions for the acceptance and execution of a forwarding order, which apply to each implemented service performed by the Freight Forwarder for all Customers.

15. CMR Convention - Convention on the Contract for the International Carriage of CMR Goods by Road, done at Geneva on May 19 1956 (Journal of Laws of 1962 No. 49, item 238, and from 1995 No. 69, item 352 and from 2011 No. 72, item 382)

16. Transport law - Act of November 15 1984 Transport Law (journal of Laws of 1984 No. 53 item 272)

§ II. METHOD OF CONCLUDING THE FORWARDING CONTRACT

1. The conclusion of the Forwarding Agreement is based on completing the forwarding order form and clicking "send order transport online " TSL ECO Sp. z o.o.. available on the website at: <http://tsl-eco.eu/ordering/> simultaneously reading and accepting OWPiRZF .
2. Conclusion of a forwarding contract via the forwarding order form is always preceded by joint arrangements, negotiations and possibilities of customer service.
3. The Customer is aware and agrees to record any conversations he will have with the Freight Forwarder's employees regarding the organization and to determine other circumstances related to the delivery and collection of parcel.
4. The Customer undertakes to properly and correctly complete and issue an online forwarding order form containing all the necessary information needed for its implementation with parameters corresponding to the actual state.
5. The Customer undertakes to provide all necessary documents for the performance of the forwarding contract and declares that at the time of submission of the forwarding order he is in possession of documents enabling to lawfully and legally carry out the forwarding of a given shipment, which by its parameters requires permits or reports to relevant institutions, including other documents in the form of:
 - a) Permits for non-normative travel through a given city issued to the investor,
 - b) Broadly understood customs documents,
 - c) Permission to trade dual-use goods,
 - d) Documents related to alcohol transactions,
 - e) Other legally required documents.
6. The customer is in possession of documents required or authorizing to travel with non-standard cargo, which requires additional permits.
7. The Freight Forwarder has the right to refuse or suspend the performance of the forwarding contract if there is a reasonable suspicion that the shipment being the subject of the forwarding contract is an object of offence, the shipment is cash, securities or other payment documents, the shipment is to be transported without the required customs and other documents.
8. The Freight Forwarder organizes the shipment transfer from the place of posting to the place indicated in the forwarding order.
9. The Freight Forwarder reserves the right to refuse to accept a forwarding order for execution at any time, of which he will immediately inform the Customer.

§ III VALUATION OF THE FORWARDING SERVICE

1. The remuneration for the services rendered by the Freight Forwarder is determined individually for each Customer and is presented in net amounts, unless the Customer is the Consumer.
2. The Freight Forwarder is entitled to set the amount of remuneration both in PLN and in EURO. If the remuneration is set in EURO, the VAT due is converted into PLN currency according to the average exchange rate announced by the National Bank of Poland preceding the day of loading.
3. Upon the Customer's express inquiry regarding the determination of the terms and costs of the forwarding service, the Freight Forwarder calculates the cost of the forwarding service and sends the calculation to the Customer. The calculation is based on current economic factors during the implementation of the planned forwarding order.
4. The valuation of the Freight Forwarder's remuneration for the forwarding service is determined on the basis of: weight, dimensions of the transported load and the distance between the place of dispatch and the place of delivery of the load, in accordance with the electronic maps used by the Freight Forwarder, taking into account the geographical location.
5. In the event that the Customer makes additional disposals regarding the load or changes the previous forwarding order, the Freight Forwarder charges additional fees resulting from the additional costs incurred by the Freight Forwarder in this connection.

§ IV GENERAL TERMS OF FORWARDING

1. The Customer placing a forwarding order undertakes to organize loading and unloading activities by appointing an authorized Loader, who should provide the consignment to be the subject of transport in a condition enabling its proper protection, transport and delivery without defect and damage.
2. The driver who carries out the transport is under no obligation to undertake loading and unloading of the consignment, but only secures the consignment on the means of transport according to the instructions of the Loader.
3. In case of any doubts or observations, the Driver makes an entry in the transport document in the presence of the Loader.
4. In the case of transport of non-standard cargo, the Customer is obliged to ensure, as part of loading and unloading, persons with appropriate qualifications for the given cargo.
5. The Customer is responsible for providing in the forwarding order or otherwise indications and statements that are inconsistent with reality, erroneous, incomplete or entered in the wrong place, as well as for the lack, incompleteness or incorrectness of documents required by special provisions, for defective shipment status, lack or incorrect packaging, for incorrect indication of the type, size or weight of the shipment, for delayed loading of the shipment onto a substituted means of transport and downtime of the orders' execution, resulting from reasons attributable to the Customer or the Sender, for the effects of additional instructions given to the Freight Forwarder during the performance of the forwarding contract.

6. The Freight Forwarder is not responsible for the improper performance of activities by the Sender or the Customer.
7. The Freight Forwarder shall not be liable for indirect damages and lost profits resulting from non-performance or improper performance of the forwarding contract, both in relation to the Sender, the Recipient and the Customer. The above limitation shall not apply to the Customer who is a Consumer.
8. Compensation for loss or damage to a consignment may not exceed the amounts specified in the consignment note by the Sender, the foreign party accepting the consignments for carriage or the amount declared in the consignment note by the Sender.
9. Compensation for the delay in the delivery of the forwarding cannot be higher than the equivalent of the amount charged for the transport fee.
10. In the event of the Customer requesting a change in the deadline for the provision of a means of transport, a change in the type of means of transport, a change in other important conditions of the forwarding contract or the Customer's inability to perform the forwarding contract, the Customer is obliged to forward these changes to the Freight Forwarder in writing in a timely manner enabling changes. Any costs arising from such activities shall be borne by the Customer. The Freight Forwarder has the right to refuse or suspend the performance of the forwarding contract if these changes prevent proper performance of the forwarding contract.
11. Acceptance of a shipment for the purpose of performing a forwarding contract takes place on the basis of WZ / CMR / LP or another important document signed by the Sender and Driver providing services on behalf of or in the name of the Forwarder.
12. The Freight Forwarder reserves the right to verify the weight and dimensions of the shipment. The discrepancy between the data provided by the Sender in the WZ / CMR / LP transport document and the actual state of affairs constitutes grounds for the Freight Forwarder to change the amount of remuneration or refuse to perform the forwarding contract.
13. Due to the Freight Forwarder's refusal to carry out the shipment in the event of a discrepancy between the order and the actual facts which were assessed on the spot by the Drivers performing the transport, the Customer shall pay the Freight Forwarder a contractual penalty equivalent to 80% of the remuneration due to the Freight Forwarder based on the forwarding contract.
14. If the shipment details indicated in the forwarding order are inconsistent with the actual state and there is no possibility to enter for loading or unloading with a given type of vehicle, the Customer is obliged in each case to cover the costs arising from the organization of loading or unloading, bringing the car to the place of loading, substituting the replacement car by Forwarder in order to properly execute the order.
15. For the stoppage of the vehicle not caused by the Freight Forwarder during loading or unloading, the Customer is obliged to pay the Freight Forwarder a fee for the fourth and every subsequent commencing hour of parking in the amount of:

- a. PLN 150.00 in domestic transport or EUR 150.00 in international transport - for vehicles or vehicle combinations with a load capacity of 12 001 tons,
- b. PLN 100.00 in in domestic transport or EUR 150 in international transport - for vehicles or vehicle combinations with a load capacity of up to 12 tons.

16. In the event of cancellation of the forwarding order after the start of the forwarding service, the Freight Forwarder has the right to charge the Ordering Party with the incurred costs of carrying out the given order, and in particular the costs of organizing the process of bringing the vehicle to the place of loading.

17. The Customer is entitled to withdraw from the contract of carriage until loading. Withdrawal from the contract made less than 48 hours before planned loading entitles the Freight Forwarder to impose on the Customer a contractual penalty in the amount of remuneration due to the Freight Forwarder based on the forwarding contract.

18. The Customer who cancels the transport after the forwarding order has been placed 48 hours before the planned loading of the shipment undertakes to pay the Freight Forwarder the sum of 500 zlotys net in domestic traffic and 200 EURO in international transport - in the case of cargo value up to 26 999 kg gross.

19. The Customer who cancels the transport after the forwarding order has been placed 48 hours before the planned loading of the shipment undertakes to pay the Freight Forwarder the amount of PLN 1500 net in domestic traffic and EUR 1200 in international traffic - for cargo value from 27 000 kg gross.

20. Consignments shall be deemed delivered upon its delivery to the Recipient, as well as the Recipient's legal representative or the Recipient's representative after prior signature by the competent person confirming its receipt.

21. Receipt of the parcel shall be confirmed by the Recipient by means of a signature on the transport documents confirming the correctness of performance of the forwarding contract. Upon confirmation of receipt, the responsibility for the condition and completeness of the shipment passes to the Recipient. All reservations stating incorrectness in the performance of the forwarding contract should be placed by the Recipient at the time of receipt in the transport documents. Lack of remarks of the recipient in the transport documents is the basis for the presumption that the forwarding contract has been made properly.

22. In the event that the Recipient refuses to collect the shipment or the Customer decides to return the cargo to the place of shipment or another place indicated by the Customer, it is treated as a change in the forwarding contract, and the Customer is obliged to pay the remuneration for the delivery of this service by the Freight Forwarder. If the need to order a change in the conditions of performance of the forwarding contract is due to reasons attributable to the Freight Forwarder, the Customer is entitled to seek compensation under the complaint procedure.

23. The refusal to accept the shipment is also considered a refusal to pay the amount due by the Freight Forwarder for the shipment by the Recipient of the shipment.

24. The Customer is obliged to provide the Freight Forwarder or the entity indicated by him with a set of necessary documents related to shipment displacement, including documents related to customs formalities and provide the Freight Forwarder and his Carrier with the necessary information relevant to the performance of the forwarding contract. Documents should be handed

to Drivers no later than when loading.

25. If the forwarding order concerns the import of shipments from outside the European Union, the Customer undertakes to send by fax to the Freight Forwarder a copy of the SAD document on the day of check-in or the next day. Failure to comply with the SAD document within the deadline will result in the forwarder charging VAT at the basic amount provided for in the applicable provisions, and the Customer undertakes to pay all receivables indicated in the VAT invoice.

26. The Freight Forwarder is not responsible for the completeness of documents accompanying the shipment and their content, unless it is precisely specified in the forwarding order, the documents forwarded by the Customer or the Sender are not subject to verification by the Freight Forwarder. The Customer or the Sender is responsible for any damages caused by the lack, inadequacy or incorrectness of these documents and information.

27. Before accepting the first order from the Customer, to start its implementation, it is necessary to provide copies of the Customer's documents confirming the Customer's data in the form of: REGON, NIP PL - in the case of intra-Community delivery or purchase of goods (EU), an extract confirming the registration of the Customer's enterprise (excerpt from the National Register or certificate of entry in the Central Register and Information on Economic Activity), and in the case of individuals and civilian meeting associates also the address of residence of all associates.

28. Loading and unloading shipments are carried out by the Sender and the Receiver respectively, who are jointly and severally liable for custody of the shipment during these operations.

29. In a situation where the packaging does not ensure the safe and proper performance of the shipment, shipments are made only at the risk and responsibility of the Customer.

30. For damages caused by the shipment from the moment the shipment is accepted until its issue, as well as for damages resulting from the loss of documents, delays in loading, unloading or delivery of the shipment, total or partial loss, damage or defect in the shipment, improper arrangement of the shipment, including correct emphasis on the vehicle axles, substitution of inadequate, non-compliant standards or technically defective means of transport, as well as for other manifestations of improper performance of the contract of carriage, the Carrier is responsible. The Freight Forwarder undertakes to transfer the rights acquired as a result of activities carried out in connection with the performance of the forwarding contract and to issue all documents enabling the Customer to exercise the rights acquired on his behalf from the Freight Forwarder.

31. In the event of loss of the parcel, damage or defect in the parcel or delay in delivery of the parcel, the Carrier or Freight Forwarder is obliged to draw up a report in the presence of the Consignee or his representative. The report should be prepared in triplicate and contain the following information: place, date and time of the report, a list of participants in the prepared report, a description of the condition and damage to the parcel, the circumstances of the damage, the delay in delivery and the signatures of the participants of the report.

32. The Carrier or Freight Forwarder leaves the Recipient one copy of the report, he keeps the second for himself, while the third one is forwarded to the Freight Forwarder. This report is the basis for considering the Recipient's complaint and possible compensation payment in accordance with the principles set out in these Regulations.

§ V ACCEPTANCE OF SHIPMENT FOR FREIGHT COMPLETION

1. All cargoes are accepted for forwarding on the basis of an appropriate transport document from one Sender to one Recipient (or a group of persons staying at the same address), unless something else is explicitly stated in the forwarding order.
2. The sender of the shipment is responsible for the correct completion of the forwarding order LP / CMR / WZ.
3. The Freight Forwarder is entitled to entrust the performance of an order to the Carrier without having to inform the Customer about it.
4. The Sender has the obligation to provide prepared transport documents at the request of the Driver, if there is a need to introduce comments and observations resulting from the state of the shipment.
5. The Sender is always obliged to place shipments in the place of the vehicle that is intended for transporting the shipment. The Sender is required to label and secure shipments during transport.
6. In the event that the shipment parameters exceed the parameters specified in the forwarding order, the Freight Forwarder shall not be liable for any damage to the shipment arising during its transport, relocation or transshipment.
7. The Customer is obliged to provide the actual value and a description of the contents of the parcel in the consignment note.
8. The Customer undertakes to provide all documents required by relevant customs, administrative and tax regulations to carry out shipments and customs clearance in international transport.
9. The Freight Forwarder reserves the right to provide a replacement vehicle suitable for the type, size or weight of the parcel and to demand the reimbursement of costs incurred with the substitution of an inappropriate means of transport resulting from the fact that the Customer provided the forwarding order of the unreal type, size or weight of the parcel.
10. Shipments should be packed in a manner appropriate to the forwarding process used. In particular, the packaging should:
 - a) protect shipments against damage that may arise as a result of normal external forces during the entire forwarding process;
 - b) prevent access to the contents of the cargo, and enable access to it;
 - c) not pose a threat to life and health and should be safe for other loads;
 - d) be additionally protected against damage if the packaging is also a commercial packaging;
 - e) contain markings informing about the specifics of handling the load;
 - f) in the case of dangerous shipments, it should be appropriate to the contents of the shipment, in accordance with the provisions of ADR (European Agreement concerning the International Carriage of Dangerous Goods by Road). The Sender is responsible for the proper preparation of the consignment for forwarding in a manner that enables its proper transportation and ensures the safety of other cargo;

g) be strong enough to use for weight and contents of the shipment, have appropriate internal and external protections and markings informing about the specificity of handling the shipment.

11. In the absence of the Recipient, the Freight Forwarder's representative (or his subcontractor) leaves an notification with an indication of the date and place of receipt of the shipment or the possibility of ordering another delivery to his headquarters. The cost of the second or subsequent attempt to deliver a parcel is specified in the current tariff.

12. The Freight Forwarder reserves the right to refuse to pick the cargoes indicated in the order, if their condition is faulty, packaging inadequate, not in accordance with the requirements of the law or these Regulations.

13. The Freight Forwarder may refuse to accept a parcel if its packaging does not ensure proper and safe performance of the forwarding contract, while retaining the right to issue a contractual penalty in the amount of remuneration due based on the forwarding contract. Accepting a shipment without remarks does not mean acceptance of the Freight Forwarder of the shipment packaging.

14. The Freight Forwarder reserves the right to check the contents of the shipment in the presence of the Customer or third parties - until delivery to the Recipient, in order to confirm the content of the shipment with the data given in the forwarding order and in the transport documents.

15. If the Freight Forwarder receives a shipment that does not meet the requirements specified in this paragraph, all risk and liability arising from this title rests with the Customer.

§ VI METHODS AND TERMS OF PAYMENT

1. Payments for the performed forwarding contracts are carried out by the Customer on the basis of VAT invoices, however not later than at the time of dispatch of the shipment at the Recipient of the shipment, by bank transfer to the account indicated in the VAT invoice or other accounting document.

2. The Freight Forwarder allows for individual payment deadline, however, this deadline should always be specified in writing when ordering the transport - otherwise being null and void. In this case, the payment date is always agreed with the specific date for payment. Such a document must include a company stamp and the signature of the person accepting the agreed payment date.

3. The Freight Forwarder sends a VAT invoice via e-mail to the e-mail address provided in the online forwarding order. It is also possible to issue a pro-forma invoice before commencing the implementation of the service or loading, however, it should be notified to the Freight Forwarder's office.

4. The Freight Forwarder absolutely requires that the confirmation of payment for the services resulting from the previously issued and ceased VAT invoice be ceased until it is unloaded. Confirmation of a legible document, from which the payment for services is due, should be sent to the Freight Forwarder to the e-mail address provided.

5. The condition for unloading the parcel at the Recipient is positive verification of the transfer confirmation sent by the Freight Forwarder.

6. Charges for additional services are calculated in accordance with the contract between the Freight Forwarder and the Customer, as appropriate for the type of forwarding service.
7. All formalities related to customs clearance are borne by the Customer.
8. The Freight Forwarder charges will be subject to tax on goods and VAT services in the statutory amount.
9. The Freight Forwarder is not obliged to complete the transport documents and documents accompanying the consignment and to attach them to the invoices issued, with the exception of the document confirming the receipt of the cargo by the Recipient, received by the Driver at the time of handing over the cargo to the Recipient, i.e. LP / GM / CMR.
10. The Customer is not entitled to set off any claims for damages against any claims owed to the Freight Forwarder.
11. In the event of damage in the shipment, the Customer is obliged to immediately inform the Freight Forwarder of this fact and submit a complaint to the Freight Forwarder in writing within a deadline of 7 days from the day the shipment is delivered. Complaints submitted after the 7 day deadline are not effective, unless such complaints are submitted by the Customer being a Consumer.
12. The Customer may not, without the prior written consent of the Freight Forwarder transfer the claims owed to him by the Freight Forwarder to third parties.
13. Payments are considered to have been made when the receivable has been credited to the Freight Forwarder's bank account.
14. In the event of late payment, the Freight Forwarder has the right to charge interest in the amount of statutory interest for delay.
15. The Customer authorizes the Freight Forwarder to issue VAT invoices without the signature of the authorized person.

§ VII REGULATIONS OF CONTRACTUAL PENALTIES AND DISPUTABLE SITUATIONS

1. The Freight Forwarder has the right to lien on the shipment in order to secure claims arising from the forwarding contract and other receivables arising from forwarding orders, also when they result from other services performed on behalf of the Customer or a person for whom the forwarding or transport service has been made.
2. In the event that the Customer refuses to pay the Freight Forwarder remuneration based on the forwarding contract, avoids this payment or avoids contact and does not pay the Freight Forwarder, the Freight Forwarder has the right to pledge on the shipment to secure claims arising from the forwarding contract. The Freight Forwarder is entitled to deliver loading and storage of loading at the Freight Forwarder's office, charging the Customer with all costs related thereto.

3. The provisions in paragraphs (1) and (2) above shall not apply to government and state administration deliveries as well as of justice and law enforcement agencies.
4. In the event of refusal to accept parcel by the Recipient, the Freight Forwarder asks the Customer for further actions and instructions. In the absence of contact, for 12 hours in domestic transport from the moment the situation arises and in the case of 24 hours in international transport, the shipment using the same means of transport will be delivered and stored at the Freight Forwarder's office at the expense and risk of the Customer.
5. The pursuit of any claims in court proceedings is entitled to after the ineffective exhaustion of the complaint path.
6. The complaint procedure is considered exhausted in the event of refusal to accept the complaint or failure to accept the claim within 90 days from the date of filing the complaint.
7. All complaints for non-performance or improper performance of a forwarding contract are accepted by the Freight Forwarder.
8. The entities authorized to submit complaints (hereinafter the Claimants) are:
 - a) Customer or Sender;
 - b) Recipient in the event that the Sender or Customer waives his right to redress in writing on his behalf.
9. All complaints should be made in writing within a maximum of 7 days from the date of receipt of the shipment. Within 14 days, the complainant is obliged to provide all documents necessary to consider his complaint.
10. Complaints submitted after the deadline shall not be considered.
11. Complaints shall be reported to the Freight Forwarder in writing to the address of his registered office or e-mail address, the notification should in particular contain:
 - a) date of making the complaint,
 - b) Forwarder's name and address,
 - c) name and surname, name or business name and address of residence or registered office of the Claimant,
 - d) legal or actual title of the complaint together with the justification,
 - e) confirmation of postage (original waybill),
 - f) original of the relevant report (s) or declaration referred to in § IV para. 32 of the Regulations,
 - g) documents confirming the right to pursue the claim, in particular the original invoice,
 - h) the amount of compensation in the event when the Claimant claims compensation,
 - i) bank name and bank account number or address to which the payment should be transferred if the complaint is accepted,
 - j) Claimant's signature.

12. The deadline for settling complaints may not exceed 30 days from the date of submission of correctly completed complaint documents. If the complaint does not meet the conditions referred to in paragraph 11 above, the Freight Forwarder calls the Claimant to remove the deficiencies within 14 days from the date of receipt of the request, with the instruction that failure to fill in the deficiencies within this period will result in the complaint not being examined.

13. After considering the complaint, the Freight Forwarder notifies the Claimant in writing about the recognition, partial recognition or rejection of the complaint. In each of the above cases, the notification shall contain:

- a) settlement
- b) justification of the manner of settling the complaint,
- c) substantive justification with an indication of the legal basis for not accepting the complaint (in whole or in part),
- d) in the event of granting compensation - the recognized amount of compensation and inform you about the date and method of its payment,
- e) in the case of a refund, specify the amount and inform about the date and method of its payment,
- f) any information about the right to appeal to the competent court,
- g) Freight Forwarder's signature.

14. The right to claim claims is suspended until all amounts due, fees, expenses and other expenses are settled by the Customer. The above provision does not apply to the Customer who is a Consumer.

15. The court competent to settle disputes that may arise in connection with the performance of this contract is the place of jurisdiction for the Freight Forwarder's registered office. The above provision shall not apply to services rendered to Consumers.

§ VIII FINAL PROVISIONS

1. Freight Forwarder guarantees the Customer the Protection of Personal Data. The data is used only for the purposes of performing the forwarding contract, as well as sending information and advertising materials, provided that the Customer gives the prior consent referred to in paragraph 2 below.

2. Customer agrees to the use of his e-mail address and the processing of his personal data for the purpose of sending commercial information. Consent is voluntary and can be revoked at any time.

3. These Regulations are located in the Forwarder office and on the website at: <http://tsl-eco.eu/dokumenty/>. The Customer is obliged to read the Regulations before handing over the parcel to the Freight Forwarder.

4. The Regulations come into force on October 01.10.2019.