



SHIPMENT ORDER

Customer:

Contractor: Freightliner PL Sp. z o.o.

Order in accordance with the Agreement/Trade Offer No.:

Container number	Type of container	Gestor	Product	Gross weight od product	Seal number	Pickup terminal – full/empty	Date of pickup	PIN for pickup	Delivery terminal – full/empty	Date of delivery	PIN for delivery

Delivery				Customs			
Container number	Address		Date and time	Customs clearance place		Customs transfer T1 YES/NO	

Other information regarding Order:

****Client's Declaration:****
 I hereby declare that I have read and accept the Terms and Conditions of the General Terms of Intermodal Transport (FPL-ROWTI), published on the Contractor's website at (www.freightliner.pl - <https://pl.freightliner.eu/en/conditions-of-intermodal-carriage-2/>), which form an integral part of this order. In particular, I acknowledge that the Contractor's liability under the concluded contract is limited to the ordinary value of the shipment, as specified in the invoice or other document. In no event, however, shall the compensation paid by the Contractor exceed 8.33 SDR per 1 kg of gross weight of the missing, damaged, lost, destroyed, disposed of, rejected, or abandoned shipment, regardless of the cause.
 Furthermore, I declare that:

- The goods covered by this Order are not goods referred to in §3, section 8 of FPL-ROWTI.
- The service specified in this Order is being ordered on behalf of an entity that possesses the necessary licenses and permits for the handling of the goods.
- The goods covered by this Order are insured (here specify the type of insurance and the name of the insurer).

****FPL Declarations:****

- FPL shall not be liable for any lost profits or damages that are not in a strict and direct causal relationship with the event causing them. In particular, FPL shall not be responsible for any incidental, indirect, consequential, or secondary losses, costs, or damages, such as the loss of the ability to use containers and/or vehicles, payment for their rental or downtime, additional labor costs, regardless of how they were incurred and for what reason, loss of a specific market, whether the participation in it is daily or periodic, loss of profit, increased losses, or business losses.
- Force Majeure, as understood under this Agreement, are events that prevent the performance of the obligations set forth in this Agreement, which occurred or became known to the Parties after its conclusion, which could not have been foreseen at the time of the Agreement, cannot be overcome, and are external to the activities of the Parties. In particular, these events include: war, internal conflicts, strikes, especially strikes of employees of the railway infrastructure managers, epidemics, droughts, floods, earthquakes, fires, sudden weather phenomena affecting the execution of the Agreement, the inability to enter Wagons from a siding not managed by PKP PLK S.A. due to damage to railway infrastructure elements caused by reasons beyond the Carrier's control.
- In the event of the occurrence of Force Majeure, each Party shall promptly notify the other Party of the Force Majeure event and shall keep the other Party informed of the developments regarding the Force Majeure event.
- The Party affected by the Force Majeure event shall take all reasonable steps to mitigate the effects of the Force Majeure on the non-performance or improper performance of this Agreement.
- Neither Party shall be liable to the other Party for non-performance or improper performance of this Agreement is the result of Force Majeure.

Customer's e-mail address for sending electronic invoices:

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Signature of person representing the Customer – authorized person

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Signature or person representing Freightliner PL Sp. z o.o. – authorized person