

## General Terms and Conditions

### for Cargo Handling Services provided by WELCOME Airport Services sp. z o.o. of Warsaw

#### Article 1 Applicability

1. These general terms and conditions for cargo handling services (hereinafter the "GT&C") shall apply to all services provided by WELCOME Airport Services sp. z o.o. of Warsaw (hereinafter "WAS") in or in connection with cargo warehouses operated by WAS, including in particular loading/unloading imported or exported goods (hereinafter the "Service(s)") in Warsaw, Krakow (Cracow), Szczecin, Poznan or Gdansk (hereinafter "Location" or, collectively "Locations"). The GT&C shall constitute an integral part of every Quotation/Offer provided by WAS.
2. Definitions:
  - a) WAS – WELCOME Airport Services sp. z o.o. of Warsaw, entered in the Register of Entrepreneurs kept by the Warsaw District Court in Warsaw, 14th Commercial Department of the National Court Register [Krajowy Rejestr Sądowy (KRS)] under the entry number: KRS 0000052842, NIP [Tax ID No (VAT No):]: 522-25-30-215;
  - b) Customer – a party purchasing or using services provided by WAS, including in connection with submitting goods for shipping or with storage of shipments not intended for air transport;
  - c) Parties - WAS and Customer collectively;
  - d) Customer Portal - an on-line platform that allows customers to pre-advise delivery of goods to a WAS warehouse for further export handling or collection of imported goods from a WAS warehouse.
3. WAS represents that it has a status of a large enterprise within the meaning of Art. 4.6 of the Act of 8th March 2013 on preventing excessive delays in commercial transactions.
4. WAS shall provide the Services referred to in the GT&C only to the extent expressly agreed between the Parties. Any services not included in a given order may be provided upon a separate agreement with the Customer, subject to pre-agreed terms and conditions. When the circumstances necessitate provision of the Services other than agreed between the Parties, particularly in emergency situations when the contact with the Customer is difficult or not possible or when any delay in the Service provision may result in material damage, WAS may provide the Services without the Customer's authorisation. Should this be the case, the Customer shall cover all costs incurred by WAS in connection with the Services concerned and release WAS from any obligations in this respect. The above does not imply any obligation on the part of WAS to provide the Services and the Customer undertakes to ensure sufficient

contact with its authorised representative during service provision to enable obtaining Customer's decision.

5. The Customer represents that they have acquainted themselves with and accept the GT&C in the current wording prior to ordering the Services.

## **Article 2**

### **Other contracts and agreements**

1. WAS expressly states that the GT&C take priority over any Customer's template forms, codes and policies.
2. The GT&C shall be binding upon the Customer whether or not the Customer has concluded any written contract/agreement with WAS, in particular when:
  - 1) the GT&C have been delivered to the Customer prior to conclusion of a contract/agreement;
  - 2) the Customer could easily become acquainted with the GT&C.
3. The GT&C do not apply in dealings with consumers.

## **Article 3**

### **Charges and fees**

1. For the Services provided, the Customer shall pay WAS all applicable charges and fees and shall reimburse WAS for any and all costs and expenditures incurred in connection with the provision of the Services.
2. WAS Services are provided at net rates specified in the Price List available at WAS website [www.cargo.welcome-as.pl](http://www.cargo.welcome-as.pl), and at WAS offices (hereinafter "WAS Price List").
3. All rates provided in the Price List or other documents concerning the Services are quoted net of VAT, unless expressly stated otherwise. Every rate will be increased by VAT [tax on goods and services] at an applicable statutory rate.
4. Unless agreed otherwise in advance, the Services shall be pre-paid and WAS shall not be obliged to commence provision of the Services until full payment is received.
5. When the Customer is in delay with any payment due in respect of the Services, WAS may withhold from providing the Services until the payment is made.
6. VAT invoices for the services provided by WAS shall be issued after the Service has been performed, unless agreed otherwise with the Customer. WAS shall not be obliged to collect documents concerning the Service provision and/or documents accompanying shipments or to attach the same to invoices.

7. The Customer shall pay WAS additional fee(s) for any additional services or activities (not included in the contract/order) performed by WAS or a third party contracted by WAS upon prior agreement of the Customer and also without such prior agreement, if necessary to adequately perform the contract/order, or to adequately secure the shipment, or to protect the rights/interests of the Customer/WAS.
8. Apart from the fees charged, the Customer shall reimburse WAS for any costs and expenditures incurred in performance of the Service(s) by WAS and third parties contracted by WAS (including, but not limited to, the costs of additional transport and/or storage, customs charges and fees, other administrative charges and fees), even if such costs and expenditures have not been expressly envisaged by the Parties.
9. In the event of any delay in payments due to WAS, regardless of other rights and remedies under applicable laws or these GT&C, WAS shall be entitled to statutory default interest.
10. The Customer may set off any amounts due to them from WAS against amounts due from them to WAS only upon prior written consent of WAS, which shall not be valid and effective unless given in writing.

#### **Article 4** **Warranties and representations**

The Customer warrants and represents that:

- a. the execution and performance of a contract to provide the Services in line with the GT&C does not infringe any third party rights and, specifically, that the Customer is authorised to use WAS Services to fulfil their obligations towards third parties. Should the above representation prove untrue, the Customer hereby indemnifies and hold WAS harmless from and against any third party claims and shall reimburse (cover) any and all costs incurred by WAS in relation thereto;
- b. they will promptly notify WAS of any third party claim made in respect of the shipments handled by WAS for the Customer;
- c. they hold all required permits, licenses, authorisations etc. and have complied with all formal requirements under applicable laws and regulations enabling the performance of the Service(s) in line with the GT&C;
- d. they have furnished WAS with any and all information necessary to perform the Service(s).
- e. the Customer and the persons acting on their behalf or for their account will comply with the instructions given by WAS and with all internal rules, regulations and other documents in force at the Locations. The Customer and the persons acting on their behalf or for their account shall bear all costs and risk involved in their presence at WAS Locations;
- f. they hold business insurance sufficient to cover all claims, if any, of their business partners.

## Article 5

### Order acceptance and performance

1. An order shall be placed by an authorised person, signed and delivered to WAS via electronic mail or Customer Portal.
2. An order may be placed otherwise; however WAS shall not be liable for any errors or misunderstandings resulting from placing an order in other form, orally or via phone.
3. A shipment may be accepted after it has been confirmed in the Customer Portal.
4. When any inconsistency is identified while preparing shipment documents between the information provided in the Order and actual data, e.g. concerning:
  - a. shipment parameters (weight, measurements, type of goods, goods characteristics);
  - b. address details (consignor, consignee, other parties mentioned in shipment document);
  - c. additional instructions material for the carriage service;all additional activities and costs incurred by WAS as a result of such inconsistencies (e.g. delivery to the address other than specified in the order, costs of storage, repacking, or reprinting of documents) shall be borne by the Customer.
5. WAS may refuse to accept shipment when the inconsistencies mentioned above make the performance of the Service(s) impossible, and charge the Customers any costs incurred in relation thereto.
6. WAS reserves the right to refuse to perform the Service(s) without incurring any liability in this respect in the event of any restrictions (newly imposed, re-imposed or modified) applicable to the services. WAS reserves the right to refuse to perform the Service(s) also if the Customer fails to furnish WAS - when so requested by the Customs Office or the carrier - with the information or confirmation expressly stating that the goods subject to trading restrictions are authorised for export, or that export permit is not required, or that export permit has been obtained.

## Article 6

### Packaging

1. Unless otherwise stated in the order, preparation of the goods for transport, using packaging appropriate for the form of transport, shall be a responsibility of the Customer.
2. A shipment intended for air transport shall be packed appropriately for the mode of transport. In particular, the packaging should:
  - a. protect the shipment against any external damage throughout the transport process;
  - b. prevent access to the contents;
  - c. not pose any hazard to the health or life of people or to other shipments;

- d. be additionally secured against any damage, if the packaging serves as commercial packaging;
  - e. ensure that the shipment retains its special characteristics.
3. For dangerous goods, packaging should be appropriate for the contents and comply with applicable IATA DGR requirements.
  4. Packaging of shipments intended for air transport must enable security control and customs inspections. When packaging does not satisfy the above requirements, WAS shall have the right to withdraw from performing the Service(s) and leave the shipment at the Customer's disposal.
  5. By ordering a Service with WAS, the Customer acknowledges and accepts that, in instances justified by law, competent state authorities, in particular customs authorities or other public services in charge of safety and security in air transport, shall be authorised to give WAS binding instructions as to the handling of the shipment concerned or to check the contents of the shipment, and that following such instructions by WAS may affect the condition and manner of packaging.
  6. WAS shall have the right to withdraw from performing the Service(s) when the packaging is inappropriate or does not comply with the requirements set out under items 1-4 above. Any costs incurred by WAS in connection with such withdrawal from the Service performance shall be borne by the Customer.
  7. The Customer shall be liable for any consequences of inappropriate packaging of the goods, inappropriate nature of the goods, or incorrect declaration as to their characteristics.

#### **Article 7 Documents**

1. The Customer shall furnish WAS with all relevant documents concerning the shipment, including customs documents, and with all relevant information required to perform the Service(s). Specifically, in the case of air transport of dangerous goods, the Customer shall provide all documents and information on the goods as required under IATA DGR. Moreover, the Customer shall declare, document and label the shipment in compliance with applicable international conventions, using appropriate codes, and shall ensure that the packaging satisfies the relevant official requirements applicable to a given type of goods.
2. WAS shall have the right to verify whether the shipment complies with the Customer's declarations/representations and with the documents provided by the Customer.
3. When the shipment's actual characteristics differ from the ones declared by the Customer, WAS may suspend the provision of the Service(s) until the information contained in the documentation is rectified to reflect the actual parameters of the shipment (weight,

measurements, number of packages). Any costs incurred by WAS in connection with such withdrawal from the Service performance shall be borne by the Customer.

4. All documents concerning the shipment, other than related to air transport (AWB, shipper's declarations) should be placed inside the shipment or permanently fixed to the packaging. WAS shall not be liable for delivery of the documents accompanying the shipment.
5. If any Service provided by WAS becomes prohibited (in whole or in part) under any law, including but not limited to, under the laws of the USA, EU, or domestic regulations, including but not limited to regulations on combating terrorism or regulations imposing embargoes, WAS shall have the right to cease the provision of such Service at any time, without a notice period and without incurring any liability towards the Customer.

#### **Article 8** **Shipment labelling**

1. The Customer shall adequately label the shipment for transport by placing relevant handling labels or printed handling instructions in well visible places. The labels/other printed information shall include, in particular:
  - a. Packaging number and total number of packages with applicable AWB number;
  - b. Number of collective packages;
  - c. Requirements as to the packaging orientation during transport;
  - d. Requirements as to special care required during transport or handling;
  - e. Information on stackability.
2. Shipments which require specific orientation or special care during transport or handling and/or are non-stackable, should be additionally marked by means of appropriate handling labels.
3. WAS shall have the right to place additional marking or labels on the shipments, as required by law.
4. In the case of dangerous goods, the Customer shall use appropriate packaging and labels, as required under IATA DGR. Other marking/labelling requires separate agreement.
5. Upon express request of the Customer, WAS may provide extra services (subject to the WAS Price List).

**Article 9**  
**Liability**

1. The Customer shall be liable for the acts and omissions of the persons brought by them to the service performance site, and for any damage caused to such persons. The Customers shall indemnify and hold WAS harmless from and against any claims related to the above upon first demand of WAS.
2. The Customers shall indemnify and hold WAS harmless from and against:
  - 1) Any third party claims related to the performance of the Service(s), including claims by Customer's personnel and persons involved in the Service performance on the Customer's part;
  - 2) Any penalties, fees and similar charges imposed by competent bodies in connection with the Service performance, characteristics of the goods handed over to WAS, or instructions, information, acts or omissions of the Customer. Should any such penalty, fee or other charge be paid by WAS, the Customer shall reimburse the same in whole upon first demand of WAS.
3. If the performance of the Services requires special handling, e.g. loading, unloading, unpacking, packing or any other activity (hereinafter "Handling"), the Customer shall be responsible for furnishing appropriate and exhaustive Handling instructions as well exhaustive shipment description with precise indication of its value. Otherwise WAS shall not be responsible for negative consequences of inappropriate Handling. Regardless of the above, WAS may (but is not obliged to) refrain from Handling until it is provided with the instructions. Should this be the case, WAS shall request the Customer to provide the instructions within 24 hours of delivery of the shipment to WAS or, in the absence of such instructions, may refuse to perform the Service(s). Unless agreed otherwise, instructions should be provided via the Customer Portal. Handling ordered by the Customer is provided at the cost and risk of the Customer, unless the Parties agree in a written contract or e-mail communication that all costs and/or risks are borne by WAS. Any arrangements to that effect made otherwise than in writing shall be deemed null and void.
4. The Services provided by WAS do not include insuring shipments, unless otherwise agreed between the Parties in the relevant contract.
5. By ordering services with WAS, the Customer consents (on the basis of the relevant authorisation given by the owner of the goods) that the shipment may be opened and checked by competent bodies in order to eliminate the risk or presence of objects prohibited under applicable legal provisions, and subsequently repacked by WAS. WAS shall not be liable for any damage that may occur during opening, checking and repacking of the shipment, unless the damage was intentionally caused by WAS. When the Customer does not consent to the above-mentioned activities, they shall notify WAS of this fact not later than upon handing the shipment over to WAS; otherwise the consent shall be deemed granted. Withdrawal of the

consent after the shipment is received by WAS is possible only if expressly acknowledged and confirmed by WAS.

6. The Customer shall be liable towards WAS and third parties involved in the performance of the contract for any damage consequent upon non-performance or inadequate performance (whether intentional or unintentional) of the Customer's obligations, including, but not limited to, furnishing insufficient data or documents, improper preparation of the shipment (including improper packaging or labelling), and any damage caused by the shipment to WAS or any third party.
7. WAS shall not be liable for the loss of or damage to the shipment or any part of it, in particular when the damage:
  - a. results from the shipment characteristics or absence of appropriate packaging or labelling, or from inappropriate or insufficient packaging or labelling;
  - b. was consequent upon circumstances attributable to the Customer or third parties, for which WAS bears no responsibility (e.g. absence of required information or documents, providing insufficient or erroneous information or documents);
  - c. consists in shortage or damage inside an intact unit packaging, inside an intact collective packaging or inside an intact unit load device (e.g. pallet / cardboard box not placed on a pallet);
  - d. consists in decrement not exceeding the limits specified in the relevant provisions of law or commonly accepted;
  - e. results from Force Majeure or Act of God.
8. The Parties agree that WAS is not liable for any damage resulting from non-performance or inadequate performance of the Service(s), in particular for consequential damage or costs, and for loss of profit. In any case, WAS's liability shall be limited to actual damage (loss) incurred and the total aggregate liability of WAS on account of any damage resulting from non-performance or inadequate performance shall not exceed PLN 5,000.00.
9. The Parties agree that, when performing additional services such as printing AWB/HAWB or placing printed AWB/HAWB labels on the shipment, WAS shall not be liable for any damage resulting from non-performance or inadequate performance of the service in the form of consequential damage and costs, or loss of profit. In any case, WAS's liability shall be limited to actual damage (loss) incurred and the total aggregate liability of WAS on account of any damage resulting from non-performance or inadequate performance shall not exceed PLN 5,000.00.

#### **Article 10** **Pursuit of claims**

1. To pursue a claim on account of non-performance or inadequate performance of the Service(s), the Customer shall file a complaint, subject to the procedures set forth in the GT&C.

2. A complaint may be lodged:
  - a. in a written form sent to WAS (Welcome Airport Services sp. z o.o. ul. Żwirki i Wigury 1, 00-906 Warszawa);
  - b. in electronic form – by filling in and sending a complaint to the e-mail address: reklamacje.cargo@welcome-as.pl.  
When sending a complaint in the electronic form, the Customer consents to receive any correspondence related thereto, including information on compliant handling process and its outcomes in electronic communications sent to the e-mail address indicated by the Customer.
3. A complaint should be filed within three days of occurrence of an event constituting the basis for the complaint and not later than within 14 days after collection of the shipment. Any complaint filed later than specified above shall not be considered and any Customer's claims thereunder against WAS shall expire.
4. A complaint shall be deemed filed on the day it is delivered to WAS, provided that it is duly made and contains all relevant information and attachments. A complaint shall be deemed delivered to WAS:
  - a. when filed in writing - on the day it is actually delivered to WAS by the Customer in person or via registered mail; in any case upon acknowledgement of receipt;
  - b. when filed electronically - on the day WAS confirms registration of the complaint via e-mail sent to the address indicated by the Customer. The Customer should receive the confirmation of registration of the complaint not later than on the business day following the day of sending by the Customer. When the Customer has not received the confirmation as described above, they should contact WAS.
5. In any case, regardless of the form of complaint, WAS shall have the right to demand that the Customer file a complaint in writing within 14 days or present the original document(s) constituting attachments to the complaint, or otherwise WAS may refuse to consider the complaint.
6. When the complaint is incomplete or does not contain all the required attachments, WAS may request the Customer to provide supplementary information/documents within 14 days or else refuse to consider the complaint.
7. When considering a complaint, WAS may request the Customer to provide additional information, explanations or documents, and the Customer shall provide the same within 14 days or otherwise WAS may refuse to proceed with the complaint.
8. WAS shall make every effort with a view to considering the complaint within 30 days of receipt of the duly made complaint containing all the required information and attachments. When a complaint needs to be corrected or supplemented, the time limit for considering the complaint shall count from the date of receipt of the corrected or supplemented complaint. The time limit for considering a complaint may be extended due to complexity of the matter, necessity to collect additional documents, or end formal procedures conducted by competent authorities or third parties (such as the carriers, police, insurers, etc.). Failure by WAS to reply to a complaint within the time limit mentioned above does not mean that the complaint is admitted by WAS as justified in whole or in part.

9. WAS will notify the Customer of the complaint handling process and its outcomes (admittance or rejection of the complaint in whole or in part) in the same form as the complaint was received (in writing or via e-mail). When a complaint is rejected, WAS shall justify its decision.
10. When a complaint is admitted as justified in whole or in part, WAS shall specify the amount of compensation granted to the Customer. The compensation shall be paid to the Customer within 30 days of admitting the complaint as justified in whole or in part, notifying the Customer of the decision and receiving the appropriate accounting document from the Customer. In justified cases, in particular when insurer's procedures are pending, payment of the compensation granted to the Customer may be delayed.
11. Filing a complaint shall not release the Customer from their payment obligations and shall not authorise the Customer to withhold payment of any amounts due to WAS.
12. When, after the compensation has been paid to the Customer, any third party files a claim against WAS with respect to the same damage, the Customer shall hold WAS harmless against any liability towards such third party and shall remedy any damage incurred by WAS in connection with such claim.
13. The Customer hereby acknowledges and accepts the fact that WAS CCTV footage is permanently deleted 30 days after it is recorded.

**Article 11**  
**Disposal of uncollected shipments**

1. In the event of uncollected shipment disposal at the request of the Customer (whether expressed or implied), WAS shall charge the Customer the costs of storage until the receipt of the disposal request and for not more than 30 days after receipt of the disposal request. When no utilisation request is received, the above 30-day limit shall not apply.

**Article 12**  
**Confidentiality**

1. Either Party shall keep confidential any and all non-public information concerning the other Party or its business partners, obtained in connection with the Service performance, and shall not disclose or use the information and data constituting a business secret of the other Party (hereinafter: "Confidential Information").
2. A business secret shall be any non-public information, in particular technical, process-related, commercial, organisational information and any other information of business value, duly protected by the other Party as confidential.
3. Confidential Information obtained by either Party must not be used otherwise than for the purpose of the Service performance.

4. Neither Party shall have the right to disclose or disseminate the other Party's Confidential Information without that Party's consent, unless such information needs to be disclosed:
  - 1) under mandatory provisions of law;
  - 2) to auditors, advisers and subcontractors - to the extent necessary to perform the Service(s), provided that the confidentiality of such information is retained;
  - 3) upon demand of competent court or other competent authorities.

### **Article 13 Amendments**

1. WAS reserves the right to amend, repeal or replace these GT&C at any time. The above may take place in particular, but not only, in the case of any change of the scope of services provided, in the organisation of the services provided, in the costs of service provision, in forwarding, carriage or logistics market, in legal regulations.
2. The Customer represents that during the cooperation with WAS they shall have continuous access to the Internet and keep themselves updated on the latest version of the GT&C as from time to time published on the WAS's website.
3. Whenever the GT&C are modified, WAS shall publish the effective date of the modified GT&C on its website. The amendments shall come into force on the effective date published on the website. Any information sent to that effect to the Customer by post or e-mail is of supplementary nature.
4. Any modification in WAS's standard forms and documents referred to in the GT&C is not an amendment to the GT&C. The above applies, in particular, to any change or update of the WAS Price List as published on the WAS's website. Such forms and documents may be from time to time unilaterally modified, repealed or updated by WAS.
5. WAS shall publish on its website the information on any changes in the forms and documents referred to in art. 13.4 above and these GT&C and their effective dates prior to such effective dates.

### **Article 14 Personal Data Protection**

Pursuant to art. 13.1 & 13.2 of 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 (General Data Protection Regulation, hereinafter GDPR), WAS hereby informs that:

1. the data controller is Welcome Airport Services sp. z o.o. ul. Żwirki i Wigury 1, 00-906 Warszawa.

2. WAS's compliance with personal data protection regulations is supervised by the the Data Protection Officer, which can be contacted at: [iod@welcome-as.pl](mailto:iod@welcome-as.pl)
3. Customers' personal data will be processed for the following purposes and on the following legal bases:

Purposes of processing	Legal basis for processing
Conclusion and performance of a cooperation contract/order between the Customer and WAS (Data Controller)	Art. 6.1(b) GDPR (processing necessary to perform the contract to which the data subject is a party)
Complaint handling procedure	Art. 6.1 (b) GDPR (contract performance) art. 6.1 (c) GDPR (legal obligation)
Pursuing claims and activities related to debt collection procedures	Art. 6.1(f) GDPR (legitimate interest – pursuing claims, undertaking debt collection activities)
Direct marketing (disseminating commercial information), including profiling,	Art. 6.1(f) GDPR (legitimate interest – promoting goods and services offered by WAS (Data Controller))

4. Customer's personal data will be disclosed to consignees and to the companies providing transport and loading services, postal services, customs agency services, document and data shredding services, document management and archiving services, legal, tax and debt collection services, accounting services.
5. Customer's personal data may be transferred to third countries (countries from outside the European Economic Area) where WAS forwards shipments, if necessary to perform the contract between the Customer and WAS (Art. 49.1(b) GDPR).
6. Retention period for the Customer's personal data collected by WAS depends on the purpose of collection, in line with the following criteria:
  - a. term of the cooperation contract – when the data are processed for the purpose of conclusion and performance of an order/cooperation contract;
  - b. period necessary to carry out complaint handling procedure – when the data are processed to handle complaints;
  - c. until resolution of a dispute / settlement between the Parties (subject to applicable statutes of limitation) - when the data are processed for the purpose of pursuing claims and debt collection activities;
  - d. until the Customer lodges an objection - when the data is processed to measure customers' satisfaction and for the purpose of direct marketing;

- e. upon the lapse of the periods mentioned in items a) - d) above - for a period prescribed by law or until the claims become time-barred.
7. Customer whose personal data are processed shall have the right to:
    - a. access to their personal data in order to correct the data or limit their processing;
    - b. data portability when the data are processed for the purpose of concluding and performing of cooperation contract and handling complaints;
    - c. object in the case of data processing to measure customer satisfaction and direct marketing (sending commercial information), including profiling;
    - d. lodge a complaint with the President of the Personal Data Protection Bureau [Prezes Urzędu Ochrony Danych Osobowych] when the Customer is of the view that the processing of their personal data is performed in breach of GDPR provisions.
  8. Providing personal data by the Customer is a precondition for contract conclusion. When the Customer refuses to provide the personal data, the cooperation between the Customer and WAS will not be concluded or continued.

#### **Article 15** **Final Provisions**

1. In matters not governed herein, generally applicable provisions of Polish law shall apply, in particular the provisions of Civil Code Act of 23rd April 1964.
2. The Customer shall not assign any or all of its rights and/or contractual obligations upon a third party without WAS's consent. Such consent shall be given in writing or else it shall be deemed null and void.
3. WAS may subcontract the performance of the Services.
4. These GT&C and the cooperation between the Parties shall be governed by the laws of Poland and all disputes related thereto shall be resolved by Polish common courts competent for the seat of WAS.
5. Where these GT&C form a part of an undertaking between the Customer and WAS, the undertaking may be terminated by WAS, subject to a three-month notice period, or with immediate effect when:
  - 1) the Customer is in breach of the said undertaking and does not remedy the breach despite requests from WAS;
  - 2) the Customer fails to provide the security required by WAS.
  - 3) the termination of the undertaking does not waive the rights and obligations of the Parties acquired/assumed prior to such termination.
6. Any WAS's rights arising herefrom are cumulative of other rights under other documents and regulations. The GT&C do not waive or limit the exercising of any such rights.

7. The Customer consents to receiving commercial information from WAS via post or means of electronic communication, including e-mail, to the address(es) used by the Customer for business purposes. The Customer consents to including their addresses and e-mail addresses in WAS data base and to use the same for direct marketing of goods and services offered by WAS. The Customer may withdraw the consent to receive commercial information by sending the written statement to that effect to the following WAS's address: Welcome Airport Services sp. z o.o. ul. Żwirki i Wigury 1, 00-906 Warszawa.
8. Customs services are provided by WAS on the basis of Customs Agency Regulations, available at WAS website.
9. Attachments to the GT&C, including the Price List, form an integral part thereof.
10. These GT&C become effective on 01.06.2022.