

**GENERAL TERMS AND CONDITIONS
CONCERNING OBTAINING THE CONSENT FOR DEFERRED PAYMENT
FOR HANDLING AIR CONSIGNMENTS**

GENERAL

DEFINITIONS

1. If in the content of these General Terms and Conditions it has not been directly stipulated otherwise, the terms written in capital letters shall have the following meaning assigned:

General Terms and Conditions	shall mean these general terms and conditions as regards obtaining the consent for deferred payment for handling air consignments;
Consignment	shall mean air consignments handled by WELCOME and ordered for handling or accepted from handling by the Forwarding Agency;
WELCOME	shall mean company under the name WELCOME Airport Services spółka z ograniczoną odpowiedzialnością having its registered office in Warsaw, ul. Żwirki i Wigury 1, 00-906 Warsaw entered in the Register of Entrepreneurs of the National Court Register by the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Department of the National Court Register;
Forwarding Agency	shall mean an entity cooperating from time to time or on the basis of a separate contract with WELCOME in relation to Consignment handling organised and performed by such entity as well as performing additional activities resulting from the specific nature of the order given;
Application	shall mean an application to be given deferred payment date. Template of the Application form can be found in the Attachment to the General Terms and Conditions;
Party/Parties	Shall mean (a) WELCOME and Forwarding Agency or (b) WELCOME or Forwarding Agency or (c) WELCOME and/or Forwarding Agency;

APPLICATION AND ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS

2. General Terms and Conditions are applicable as regards all the Forwarding Agencies, provided that WELCOME and the Forwarding Agency have not agreed other conditions concerning deferred payment date for handling Consignments, in particular provided that they have not concluded a separate contract regulating the issues in question;
3. Submitting an Application shall be tantamount to accepting the General Terms and Conditions.
4. The General Terms and Conditions assign no rights to the Forwarding Agency, in particular issuing/accepting the Consignment by WELCOME from/to handling as well as give no obligations to WELCOME, in particular the obligation to express WELCOME's consent to defer the payment date.

SUBMITTING AND EXAMINING THE APPLICATION

GENERAL

5. The Application may be submitted by any Forwarding Agency;
6. The manner of Application examination, i.e. its acceptance or rejection, is solely conditioned on WELCOME. The Forwarding Agency shall not be entitled to any claims related to the manner and the date of Application examination;
7. WELCOME does not examine Applications in the case WELCOME has no permanent business relations with the Forwarding Agency. Permanent business relations referred to in the above sentence shall mean undertaking actions by WELCOME related to the Consignment of a given Forwarding Agency, which jointly meet the following conditions:

(i) have been ordered in the number of four (4) or more;
(ii) the period of ordering the first (1) to fourth (4) shall be no longer than three (3) months;
As regards Forwarding Agencies that are not in permanent business relations with WELCOME, advance payment rule shall be binding, which in every case must be:

(i) confirmed by presenting a transaction printout confirming the payment or
(ii) paid while ordering the Consignment for handling or collecting the Consignment from handling by cash or transaction made on the basis of a payment card.

8. In the period of the first six (6) months of the Parties being in permanent business relations, the maximum period of deferring the payment date shall be fourteen (14) days.

EXAMINING THE APPLICATION

9. For the application to be examined by WELCOME, it must be:

(i) submitted on a form;
(ii) supplemented with all the information indicated in the Application;
(iii) of Forwarding Agencies which are not in arrears with the previous, due payments.

10. The Application as regards a given Consignment may be submitted at any time, not later than at the time of ordering the Consignment for handling or accepting the Consignment from handling;

11. The Application shall be examined by the Head of the Cargo Department of WELCOME competent for a given location, at cooperation with WELCOME Accounting and Finance Department. The Application shall be examined based on all the information in possession of the Head of the Cargo Department competent for a given WELCOME location, including detailed information about the previous cooperation of the Parties and the dates of liabilities settlement by the Forwarding Agency. The Accounting and Finance Department not less frequently than once a month transfers information to the Head of the CARGO Department competent for a given WELCOME location concerning the course of cooperation of the Parties. The Heads of the CARGO Departments competent for a given WELCOME location shall keep:

(i) the register of Forwarding Agencies that were given consent to defer payment and
(ii) the register of Forwarding Agencies that had the consent for deferred payment refused or cancelled,

and the registers are not open, i.e. they are not subject to be disclosed for the benefit of Forwarding Agencies. The Forwarding Agency may at any time submit an application to be given information on entering it in any register and the data entered in the registers that apply to that Agency;

12. WELCOME shall not be bound by the content of the Application, in particular the terms indicated by the Forwarding Agency;

13. In the case of examining the Application by WELCOME

(i) positively, WELCOME shall inform the Forwarding Agency about this fact by e-mail to the e-mail address indicated in the Application;
(ii) negatively, WELCOME may inform the Forwarding Agency about this fact by e-mail to the e-mail address indicated in the Application.

The Forwarding Agency shall not be entitled to appeal against WELCOME's decision as regards Application examination.

CANCELLING THE CONSENT FOR DEFERRED PAYMENT

14) WELCOME may at any time cancel the consent for deferred payment granted on a single, temporary or without fixed term basis, informing the Forwarding Agency about this fact by e-mail to the e-mail address indicated in the chronologically last Application. In the case of untimely payment, the Forwarding Agency may regulate the fees against WELCOME solely in a manner specified in point 8 of the General Terms and Conditions;

15. The Forwarding Agency in relation to which the consent for deferred payment has been cancelled, may apply to be given consent for deferred payment on terms specified in points 5 to 7 of the General Terms and Conditions, however, the condition specified in point 7 of the General Terms and Conditions shall be deemed met where the actions undertaken by WELCOME and related to the Consignment of a given Forwarding Agency meet the following conditions:

- (i) have been ordered in the number of twenty (20) or more;
- (ii) the period of ordering the first (1) to fourth (4) shall be no longer than six (6) months;

ACCEPTING THE CONSENT FOR DEFERRED PAYMENT

16. Consent for deferred payment concerning one WELCOME location shall also cover other locations.

DEFERRED PAYMENT FOR A PERIOD LONGER THAN INDICATED IN THE APPLICATION

17. Forwarding Agency:
- (i) that was given the consent for deferred payment;
 - (ii) that reliably performs its obligations, in particular settles all the payments in a timely manner;
 - (iii) that is in permanent business relations with WELCOME;
- may apply for consent for deferred payment for periods no longer than thirty (30) days.
18. To obtain the consent for deferred payment, for a period no longer than thirty (30) days, the Forwarding Agency must meet the conditions specified in point 17 of the General Terms and Conditions. The procedure of applying for the consent for deferred payment envisaged in the General Terms and Conditions shall be applied accordingly.

UNTIMELY PAYMENTS

19. For the Forwarding Agency untimely settlement of payments, WELCOME shall calculate interest in statutory amount;
20. Where in order to collect due payments from a Forwarding Agency it proves necessary to engage entities outside WELCOME, i.e. law firms or debt collection agencies, the Forwarding Agency shall lose the possibility to apply for a consent for deferred payment permanently.
21. When submitting the Application:
- (i) The Forwarding Agency and
 - (ii) the person signed on the Application
- shall declare that the person signed on the Application is duly authorised to act on behalf of the Forwarding Agency to the extent covered by the Application and the General Terms and Conditions, in particular:
- (i) giving consent to issue a VAT invoice in an electronic form and
 - (ii) servicing these invoices electronically to the address indicated in the chronologically last Application.