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General Terms and Conditions of Services by DSV Road Sp. z o.o.					
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General Terms and Conditions of Services by DSV Road Sp. z o.o. (hereinafter referred to as the 'General Terms and Conditions')

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§1 Introduction

These General Terms and Conditions for the Provision of Services by DSV Road Sp. z o.o., with its registered office in Duchnice, at ul. Ożarowska 40/42, 05-850 Ożarów Mazowiecki, entered in the Register of Entrepreneurs maintained by the District Court for the Capital City of Warsaw, XIV Commercial Division of the National Court Register, under KRS number: 0000010314, Tax Identification Number (NIP): 113-00-17-933, share capital in the amount of 38,940. 000.00, set out the mutual formal and legal relationship between the Customer and DSV Road Sp. z o.o. (hereinafter: '**DSV**') and apply to the Services provided by DSV to the Customer, unless otherwise provided by applicable law or otherwise specified in writing between DSV and the Customer.

The Customer declares that, prior to ordering the DSV Service, it has read the current version of these General Terms and Conditions and accepts them in full before ordering the Service from DSV.

§2. Scope of Services

- DSV organises the transport of consignments (performs pick-up, carriage and delivery services on behalf of business entities) and provides the related additional services.
- DSV transports consignments generally in accordance with the Delivery Schedule, which is available on the website www.dsv.com/pl-pl/.

§3. Terminology and definitions

The terms defined below, as used in these General Terms and Conditions, have the meanings set forth below:

- 'CURRENT BALANCE IN THE CUSTOMER'S ACCOUNT'** means the value of all Services that have been performed by DSV for the Customer and have been invoiced, and the value of all Services performed but not yet invoiced.
- PRICE LIST** - the price lists available on the website www.dsv.com/pl-pl/ or agreed individually, except for the Table of Additional Fees and Services.
- BASIC PRICE** - remuneration for transport services, excluding Fuel Adjustment and the amounts included in the Table of Additional Fees and Services, and Toll, with the reservation that for the DSV System Priority service the basic price is the remuneration for transport services with an additional Priority fee, excluding Fuel Adjustment, and amounts included in the Table of Additional Fees and Services and the Toll Fee.
- SHIPPING DOCUMENT** – a document or documents relating to the transport of a consignment, which constitute proof of its dispatch, transport and delivery. The shipping document may be an electronic transmission (hereinafter: 'in electronic form'), a computer printout or another document containing the data specified in the Transport Law. In accordance with the agreement between DSV and the Client, the following shipping documents are used:
 - WAYBILL** - a shipping document signed by the Consignor from a single Consignor to a single Consignee, in which the Consignor states, among other things: the consignment shipping address, the consignment pick-up address, the name of the goods, the security features, the number, type, as well as the dimensions and actual weight of the logistics units and who is the consignee for the transport or other requirements specified in the regulations, e.g., ADR regulations. The term 'Waybill' within the meaning of the Transport Law also means any other shipping document (e.g.: Address Label, Dispatch Confirmation, Proof of Delivery).
 - ADDRESS LABEL** - a shipping document affixed to a consignment, from a single Consignor to a single Consignee, in which the Consignor indicates, among other things: the consignment shipping address, the consignment pick-up address, the name of the goods, the security features, the number of logistics units and the actual weight. The Address Label, as a shipping document, may consist of one or more address labels relating to individual batches of a consignment.

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- c. DISPATCH CONFIRMATION** - a shipping document, with the contents specified by DSV, issued and signed by the Consignor when the consignment is shipped, as Dispatch Confirmation.
- d. PROOF OF DELIVERY** - a shipping document issued by DSV on which the Consignee confirms the fact that the consignment has been delivered.
5. **WORKING DAY** - a calendar day, excluding Saturday and Sunday and public holidays, applicable in the country where the Service is provided.
 6. **PALLET SPACE WEIGHT EQUIVALENT** - used to determine DSV's remuneration; the weight index of a consignment calculated as a quotient of the total actual weight of the logistics units and the sum of their pallet spaces for valuation. This index is calculated only for logistics units adapted to mechanical reloading.
 7. **WORKING HOURS** - working hours on working days calculated in accordance with national regulations, in particular the Labour Code and Regulation (EU) No. 165/2014, i.e., a maximum of 9 hours per day for drivers providing transport services.
 8. **INSTRUCTIONS** - specific requirements of the Customer that differ from the standards set forth in these General Terms and Conditions.
 9. **PACKAGING LOGISTICS UNIT** or **LOGISTICS UNIT** - any batch of goods intended for transport that is placed on or in a single transport carrier (e.g., pallet, carton, container, basket, crate) and marked with a separate address label. A consignment may consist of one or more logistics units. The actual weight of a logistics unit (gross weight) is the total actual weight of the goods including their packaging and the actual weight of the transport medium.
 10. **LOGISTICS UNIT ADAPTED TO MECHANICAL RELOADING** - a logistics unit (e.g., pallet, box, basket, container) which, according to DSV's assessment, is designed to be handled safely and securely by mechanical handling equipment (e.g., forklift trucks) by a single person.
 11. **LONG LOGISTICS UNIT** - a logistics unit whose longest dimension is greater than 2.4 m.
 12. **CARGO UNIT** - a single item of goods or several items grouped into a single compact unit, properly secured against disassembly, so that it is suitable for transshipment and the provision of Transport Services and Warehousing Services.
 13. **CONTAINER(S)** - any type of transport container, including, but not limited to, shipping containers, temperature-controlled containers, tanks, crates, swap bodies, pallets, or other transport carriers and containers used to transport or consolidate goods, as well as any equipment associated with them or forming part of them.
 14. **DSV CODE OF CONDUCT** - the Code of Conduct in effect at DSV. The DSV Code of Conduct is based on DSV's values and signifies DSV's intention to conduct business ethically and applies to all DSV employees, including managers and executives. The binding provisions of the DSV Code of Conduct can be found and printed on the website: www.dsv.com/pl-pl/.
 15. **DSV SUPPLIER CODE OF CONDUCT** - refers to the Supplier Code of Conduct in effect at DSV. The DSV Supplier Code of Conduct describes what DSV considers to be appropriate business conduct for its suppliers and, consequently, the conduct and behaviour that DSV expects from its suppliers when they provide services or deliver products directly to DSV. The binding provisions of the DSV Supplier Code of Conduct can be found and printed on the website: www.dsv.com/pl-pl/.
 16. **CIVIL CODE** - means the Civil Code of 23 April 1964 (Journal of Laws 2016, item 380 as amended).
 17. **CMR CONVENTION** - means the Convention on the Contract for the International Carriage of Goods by Road (CMR), drawn up in Geneva on May 19, 1956 (Journal of Laws of 1962, No. 49, item 238, as amended).
 18. **PALLET SPACE (MPAL)** - an area occupied by one logistics unit adapted to mechanical reloading with the dimensions of 1.20 m x 0.80 m or with other dimensions, the product of which is 0.96 m². The dimensions are defined as follows: if the goods do not extend beyond the outline of the transport container, the dimensions of the transport container of the logistics unit on which or inside which the goods are loaded; if the goods extend beyond the outline of the transport container, the longest dimensions of length and width, measured along the outline of the packaging over its entire height.
 19. **PALLET SPACE (MPAL) FOR VALUATION** - the area occupied by one logistics unit adapted to mechanical reloading, calculated in accordance with the rules set out in the definition of pallet space above, provided that each dimension (length / width) is rounded up to a multiple of 0.2 m. The values thus calculated are rounded up to two decimal places.
 20. **DSV NETWORK WAREHOUSE(S)** - means the storage facility used by DSV or DSV's subcontractors to provide Warehousing Services and/or Transport Services.
 21. **MyDSV** - a DSV app designed for placing orders.
 22. **CONSIGNOR** - an entity which releases the consignment to DSV's representative, in performance of the ordered Transport Service.
 23. **CONSIGNEE** - an entity which accepts the consignment delivered by DSV in performance of the ordered Transport Service.
 24. **ADDITIONAL FEES AND SERVICES** - fees and services accompanying transport services, as listed in the Table of Additional Fees and Services. The remuneration for additional services and additional fees shall be charged separately from the remuneration for transport services covered by the Basic Price and the Fuel Adjustment.
 25. **GENERAL TERMS AND CONDITIONS OF CUSTOMS SERVICES** - means the General Terms and Conditions for the Provision of Customs Agency Services by DSV Road sp. z o.o. . The applicable version of the General Terms and Conditions of Customs Services can be found on the website www.dsv.com/pl-pl/ and can be downloaded and printed from this website.
 26. **OFFER** - means an offer made by DSV to the Customer in writing, in documentary form or orally, concerning the cooperation with the Customer, which sets out the basic terms and conditions of the cooperation.
 27. **POSTAL OPERATOR** - a postal operator as defined by the Postal Law.
 28. **GPFR** - means the current edition of the General Polish Forwarding Rules 2010 (OPWS 2010) prepared by the Polish Chamber of Forwarding and Logistics (PISiL), a national member of FIATA (International Freight Forwarders Association, Geneva). The current edition of the GPFR can be found on the DSV website: www.dsv.com/pl-pl/.
 29. **THIRD PARTY** - means a person or entity that is not a party to the Agreement or the Order, either through its execution or its relationship to the person entering into it.
 30. **PACKAGING** - means Unit Packaging, Bulk Packaging, or Transport Packaging.
 31. **UNIT PACKAGING** - packaging as defined in Article 4(1) of the Act of June 13, 2013, on Packaging and Packaging Waste Management (Journal of Laws of 2024, Item 927, as amended) (hereinafter referred to as the Packaging Act), i.e., packaging used to perform the Transport Service or Warehousing Service in relation to the Goods and which is used to deliver the Goods to the Consignee at the place of delivery.
 32. **BULK PACKAGING** - means packaging as referred to in Article 4(2) of the Packaging Act, i.e., packaging used to perform a Transport Service or a Warehousing Service in relation to Goods contained in unit packaging, and which is used for the consolidation, storage, or transport of Goods.
 33. **TRANSPORT PACKAGING** - means packaging as referred to in Article 4(3) of the Packaging Act, i.e., packaging used to perform a Transport Service in relation to Goods contained in Unit Packaging or Bulk Packaging, and which is used to protect the Goods from damage.
 34. **PAYER** - the Consignor, Consignee or a third party designated by the Client which is obliged to pay the fee for DSV's services. If the Payer fails to pay the fee for DSV's services, the entity that designated the Payer shall be liable for payment. In each case, the Client is the guarantor of the payment.
 35. **EUR PALETTE** or **EPAL PALETTE (hereinafter referred to as the Pallet)** - a transport unit for only undamaged and legally trademarked EUR or EPAL pallets (flat wooden pallets with dimensions: 800 mm by 1,200 mm) conforming to UIC Code 435 or European standard EN 13698-1 or

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the standard replacing it, legally marked with the EUR or EPAL mark (in the case of EPAL pallets, without the EUR mark for pallets manufactured after 31 July 2013). To assess pallet conformity to the aforementioned standards, the current 'Pallet Assessment Sheets', which are available on the website <http://www.uic-eur.pl/> (for EUR pallets) or on the website <http://epal.org.pl/> (for EPAL pallets) or on the websites indicated on the DSV website (www.dsv.com/pl-pl/) shall be used, which take precedence over the other websites.

36. **NON-CONFORMITY/CHANGE REPORT** - a document describing the detected losses, damages or non-conformities of the actual parameters or quantities of the Consignments or Pallets with the Shipping Document. Two copies of the Non-Conformity/Change Report signed by a representative of DSV and either the Consignor or the Consignee are required, taking into account the provisions of the Transport Law.
37. **CONSIGNMENT** - items taken for transport on the basis of a single Waybill or a Dispatch Confirmation or an Address Label, from one Consignor to one Consignee.
38. **POSTAL COURIER CONSIGNMENT** - means a letter that is a registered mail item or a postal package as defined by the Postal Law and that meets the requirements of the terms and conditions of the Postal Operator selected by DSV to perform the Courier Service.
39. **AFFILIATE** - means a legal entity that either (a) directly or indirectly owns or controls a Party, or (b) is subject to the same direct or indirect ownership or control as a Party, or (c) is directly or indirectly controlled by a Party, during the period of such ownership or control. Ownership or control exists through direct or indirect ownership of 50 per cent (fifty per cent) or more of the nominal value of the issued share capital or 50 per cent (fifty per cent) or more of the shares entitling their holders to vote for election as members of the management board or other governing body.
40. **TRANSPORT LAW** - the Transport Law of 15 November 1984 (Journal of Laws of 2000, No. 50, Item 601, as amended).
41. **POSTAL LAW** - the Postal Law of 23 November 2012 (Journal of Laws of 2012, Item 1529, as amended).
42. **COMPLAINT HANDLING IT SYSTEMS** - IT systems provided by DSV enabling the submission of claims via the website www.dsv.com/pl-pl/, under the section Claims and enabling the monitoring of claims.
43. **PARTIES** - means collectively the Client and DSV.
44. **FORCE MAJEURE** - means external circumstances or events beyond the control of DSV or the Customer, which were impossible to prevent or foresee at the time the Agreement was concluded, the Offer was made or the Order was accepted, in particular such as: war, strikes, street riots, including roadblocks and street demonstrations, fall of an aircraft, storm, restriction or suspension of operations by ferry operators, bad weather and other natural force events, the intensity of which deviates from the average for a given period of time and prevents the timely performance of the Service, vehicle inspection, road accident, roadblocks caused by road works, breakdowns of the vehicle or trailer, acts of the legislative and executive authorities which make it impossible to perform the Service or to perform it on time.
45. **table of additional fees and services** - a document that specifies the rates of remuneration for additional services ordered from DSV and the rates of additional fees charged by DSV.
46. **SCHEDULE OF DELIVERIES** - a document stating, among other things, the expected delivery dates of consignments. The dates indicated are subject to change to take account of circumstances that may arise in connection with the provision of the services. DSV guarantees delivery times only if this is expressly stipulated in the definition of services indicated in these General Terms and Conditions or in a separate agreement with the Client.
47. **GOODS** - tangible items handled by DSV pursuant to a Shipment Order for or on behalf of the Customer and consolidated into loading units.
48. **DANGEROUS GOODS (ADR)** - dangerous goods as defined by the ADR Agreement.
49. **NEUTRAL/GENERAL CARGO** - means goods that are not: weapons, armaments, dual-use goods or Dangerous Goods.
50. **CARGO INSURANCE** - means the insurance of property during transport or storage.
51. **AGREEMENT** - means any agreement entered into between the Customer and DSV by authorized representatives, as well as any Offer presented to the Customer by DSV and not rejected in writing by the Customer.
52. **ADR AGREEMENT** - means the Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), concluded in Geneva on 30 September 1957 (Journal of Laws 2013, item 815).
53. **SERVICE(S)** - means Transport Services, Warehousing Services, Customs Services, Consulting Services, Additional Services, and Freight Forwarding Services.
54. **CUSTOMS SERVICE(S)** - means all types of services related to customs clearance of Goods being transported or handled, including, in particular, customs clearance, temporary storage at an authorized location, preparation of customs documents, etc., performed by DSV on behalf of the Customer.
55. **ADVISORY SERVICES** - services related to transport or warehousing, but not involving the physical movement of Goods or their handling or repackaging. These services include, among other things, supply chain analysis for goods and the optimization of transport and logistics solutions.
56. **ADDITIONAL SERVICE(S)** - services that are of secondary importance to the basic Transport, Warehousing, Customs, Consulting, or Freight Forwarding Services and that are described in § 7 of these General Terms and Conditions.
57. **WAREHOUSE SERVICE(S)** - means all activities such as, in particular, unloading, loading, receiving, storage, inventory control, order processing, order fulfilment, preparation for shipment, invoicing, assembly, labelling, replacement, warehouse management, information control, and other services related to the Goods, performed at DSV's warehouses, separately agreed upon between the Customer and DSV, which are not related to the performance of the Transport Service or to any instructions regarding the transport of the Goods.
58. **COURIER SERVICE(S)** - means the organization and arrangement by DSV of the transport of Goods from the sender to the recipient in the form of one or more Postal Courier Consignments, whereby such transport is performed by a Postal Operator selected by DSV and in accordance with the terms and conditions in effect at that Postal Operator. DSV provides courier services exclusively as a freight forwarder, as part of its freight forwarding services. As part of its Courier Services, DSV acts solely as an intermediary in the transport of Goods; that is, it arranges for the transport of Goods on behalf of the Customer, but does not physically transport the Goods itself nor does it undertake to do so in its capacity as a contractual carrier.
59. **FREIGHT FORWARDING SERVICES** - means Courier Services or other services involving solely DSV's organization of the transport of Goods on behalf of and for the benefit of the Customer, from one location to another, which may involve multimodal transport using air, sea, rail, and road carriers, as well as any combination thereof. As part of its Freight Forwarding Services, DSV does not physically transport the Goods nor does it undertake to transport them as a contractual carrier.
60. **TRANSPORT SERVICE(S)** - means the service of transporting Goods by road, including the transshipment and temporary storage of Goods during transport (cross-docking), provided that such transshipment and temporary storage are an integral part of the transport of the Goods. DSV provides transport services as part of the following services: **DSV System, DSV System priority, DSV System home, DSV direct express, DSV LTL, DSV FTL, DSV oversized.**
61. **AUTHORITY** - a public administrative body or other duly established legal or official entity acting within the scope of its legal authority and having jurisdiction in a given country, area, region, zone, port, or airport.
62. **OWNER** - means the legal owner of the Goods.
63. **CLIENT/CUSTOMER** - the entity that has entered into a contract with DSV (including through a service order), which is the owner of the goods or the entity authorized to dispose of the goods. This may be a Consignor, a Consignee or any other entity.

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64. **ORDER(S)** - means a request sent by the Customer to DSV in the form specified in these General Terms and Conditions for the performance of: Transport Services, Warehousing Services, Customs Services, Additional Services, Consulting Services, or Freight Forwarding Services.
65. **SPECIFIC ORDER** - an order for the carriage of a single consignment.
66. **MIX ORDER** - an order to perform transport of consignments without specifying their consignees.
67. **RULES FOR CONDUCTING COMPLAINT PROCEDURES** - refers to the rules for conducting complaint procedures by DSV. The current version of the Complaint Handling Policy is available on the website www.dsv.com/pl-pl/ and can be downloaded and printed from that site.

§4 General Terms and Conditions of Services

- In order to provide the Services, in accordance with the requirements of Polish law, DSV holds a license to conduct business activities in the field of freight forwarding, **No. 0156510**, valid through June 16, 2036.
- The Customer is required to provide DSV with all data necessary to perform the Service, including, in particular: certificates, information on the type of Goods and their classification, information regarding the obligation to monitor their transport in accordance with the provisions of the Monitoring Act, along with the reference number and the carrier's key (where required), data regarding the storage unit, the method of transshipment and transport, and the conditions of transport and storage pertaining to humidity and temperature, etc. The Customer guarantees the accuracy and completeness of the data provided.
- The Customer warrants to DSV that the Goods are Neutral Goods. In the case of Goods other than Neutral Goods, the Customer shall immediately inform DSV of such fact and shall obtain and deliver to DSV in a timely manner all necessary concessions, permits or authorisations for import, export, carriage, storage, transit and/or (re)transfer relating to such Goods.
- The Customer is required to prepare and deliver the Goods for the performance of the Service in a manner that ensures they are properly packaged, classified, secured, labelled, and/or addressed.
- Unless the Parties have expressly agreed otherwise, the Customer shall load, arrange, secure and unload the Goods at the Customer's premises or at the place designated for delivery/pick-up of the Goods. If DSV is requested to assist with the loading, staging or unloading of the Goods, such assistance shall be provided at the expense and risk of the Customer.
- The Customer warrants that it is authorized to accept and does accept these General Terms and Conditions on its own behalf and on behalf of the Owner, and that it will comply with applicable laws relating to the Services provided by DSV.
- The Customer authorizes DSV to conduct a full inspection of the Goods, including an examination of their internal contents, even with the participation of Customs authorities (unpacking, removing plastic wrap, etc.).
- Unless the Parties have agreed otherwise in writing, DSV has the right to enter into contracts in its own name and without notifying the Customer:
 - a) to perform carriage of Goods by any means, routes, and through any persons,
 - b) to transport the Goods in any form, whether or not they are in a Container, on deck or below deck of a vessel,
 - c) to store, pack, transship, load, unload, and handle the Goods by any person at any location,
 - d) to transport and store the Goods in Containers or together with other goods of any kind,
 - e) to perform its own obligations and to take such actions as DSV reasonably deems necessary to fulfil its own obligations.
- DSV has the right (without incurring any additional liability), but is not obligated, to deviate from the Customer's Instructions, to any extent, if DSV reasonably determines that there is a valid reason to take such action in the Customer's best interest.
- DSV may, at any time, act in accordance with orders or recommendations issued by the Authorities. DSV's liability for the Goods ceases upon delivery or other disposition of the Goods in accordance with the aforementioned instructions or recommendations.
- At any time when DSV reasonably determines that the carriage of the Goods cannot be commenced or cannot be continued, or can be continued only after the performance of any unforeseen and necessary additional actions and/or after incurring additional expenses and/or charges or risks, in particular with respect to applicable export control regulations, DSV shall have the right to:
 - a) withdraw from the carriage of such Goods or
 - b) perform any unforeseen and necessary additional measures and/or incur additional expenses and/or charges that may prove necessary to perform or continue the carriage of the Goods, and the Customer shall be obligated to reimburse DSV for all such expenses and/or charges.
- If DSV has the right to require the Customer, the consignee, the consignor, or the Owner to pick up the Goods at a specified time and place, and the Goods or any part thereof are not picked up at the specified time or place, then DSV is entitled to store the Goods at the Customer's sole risk and expense.
- DSV has the right to seek joint and several enforcement against the Customer or the Owner of the Customer's obligations owed to DSV, including those arising from these General Terms and Conditions, which are due from the Customer to DSV or other entities and which have not been paid despite a demand for payment.
- If DSV uses Packaging at the Customer's request or without such a request, but for the purpose of performing a Service commissioned by the Customer (e.g., for the storage, protection, transport, delivery, or presentation of the Goods), the costs associated with the use of the Packaging shall be borne by the Customer. If DSV uses packaging in the performance of the Service, and if the removal of the Goods from a DSV Network Warehouse simultaneously constitutes the placing of a product or packaging on the market within the meaning of the Packaging Act, the Customer is the entity placing packaged products on the market or placing packaging on the market within the meaning of the Packaging Act.

§5 Business Ethics

- DSV provides Services in accordance with the principles set forth in the DSV Code of Conduct and requires its subcontractors to comply with the principles set forth in the DSV Supplier Code of Conduct.
- The Customer agrees to conduct its business in an ethical and lawful manner.
- DSV shall not be liable for any loss of or damage to the Goods or for any delay in the performance of the Service in cases where such loss, damage, or delay results from DSV's compliance with the rules set forth in the DSV Code of Conduct.

§6. Dangerous Goods (ADR)

- If the Customer places an order with DSV for the transport or forwarding of Dangerous Goods (ADR), the Customer is obliged to deliver for transport only such Goods that meet the requirements of the currently applicable ADR Agreement, are approved for transport or approved for transport in Loading Units, and is obliged to provide DSV with all data and information necessary to perform the transport in accordance with the requirements contained in the ADR Agreement and in the Terms and Conditions of Logistics Service for Dangerous Goods in Domestic and International Traffic at DSV Road Sp. z o.o.
- The detailed terms and conditions for the transport of consignments containing Dangerous Goods (ADR) are governed by the **Terms and Conditions for Logistics Services for Dangerous Goods in Domestic and International Transport at DSV Road sp. z o.o.**, published on the website www.dsv.com/pl-pl/. These General Terms and Conditions shall apply to all matters not regulated by the Terms and Conditions for Logistics Handling of Dangerous Goods (ADR) in domestic and international Traffic at DSV Road sp. z o.o.

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3. The Customer's failure to state in the Order that the Goods covered by the Order are Dangerous Goods (ADR) means that the Customer declares that the Goods are not Dangerous Goods (ADR).

§7. DSV Transport Services

- If DSV accepts an Order from a Customer to perform a Transport Service, this means that DSV, as a freight forwarder, assumes the rights and obligations of a contractual carrier, which undertakes to perform the Transport Service in a professional manner, using its own resources, but for the account and on behalf of the Customer.
- DSV System, DSV System Priority, DSV System Home** - general cargo distribution is a transport service for consignments that meet the following criteria:

2.1. Consignments containing standard-size packages:

In domestic transport:

- Maximum loading area occupied by a consignment - 8.99 MPAL for valuation;
- Maximum consignment volume - 18.99 m³;
- Maximum actual consignment weight - 4,999 kg;
- Maximum length of a logistics unit – DSV System – 4.0 m; (for consignments requiring delivery by a truck with a lift, the maximum length is 2.4 m)
DSV System priority, DSV System home – 2.4 m
- Maximum width of a logistics unit – 2.2 m; (for consignments requiring delivery by a truck with a lift, the maximum width is 1.2 m)
- Maximum height of a logistics unit - 2.2 m with the proviso that the maximum height for half pallets is 1.2 m and for quarter pallets is 0.4 m;
- Maximum volume of a logistics unit adapted to mechanical reloading - 5.0 m³;
- Maximum actual weight of a logistics unit suitable for mechanical handling – 1,500 kg, provided that if the use of a loading lift is necessary during loading or unloading of a consignment, the maximum weight of the logistics unit may not exceed 800 kg.
- Maximum volume of a logistics unit not adapted to mechanical reloading - 0.2 m³;
- Maximum actual weight of a logistics unit not adapted to mechanical reloading - 30 kg (in exceptional cases, upon agreement with DSV - 50 kg);
- Maximum number of logistics units not adapted to mechanical reloading per consignment - 5 units.

In international transport:

- maximum consignment weight - actual or calculated (hereinafter referred to as the **weight**) - 2,500 kg;
- maximum consignment volume - 10.0 m³ (permissible volume may vary, depending on the country of delivery/pick-up - according to information provided by DSV);
- maximum package length - 2.4 m
- maximum package width - 1.8 m; (for consignments requiring delivery by truck with a lift, the permissible width is 1.2 m)
- maximum package height - 2.2 m;
- maximum weight of a single package may not exceed:
 - 1,500 kg for consignments adapted to mechanical reloading,
 - 1,000 kg for consignments requiring delivery by truck with a lift (permissible weight may vary, depending on the country of delivery/pick-up - according to information on the website www.dsv.com/pl-pl/,
 - 30kg, and in exceptional cases by prior agreement with DSV,

The goods placed on a transport medium should not protrude beyond its outside edges. The requirements for the preparation of groupage consignments for transport by Consignors are set out in the 'DSV rules on packaging standards for palletised and non-palletised groupage consignments', published as a standard document on the website www.dsv.com/pl-pl/. If the goods extend beyond the outer dimensions of the shipping container, DSV reserves the right to refuse to accept the consignment for transport.

2.2 Consignments containing long packages:

- maximum consignment weight - actual or calculated (hereinafter referred to as the weight) - 2,500 kg
- maximum consignment volume - 10.0 m³ (permissible volume may vary, depending on the country of delivery/pick-up - according to information on the website <https://www.dsv.com/pl-pl/>);

2.2.1 Long packages type 1 – adapted to mechanical reloading

- maximum package length: 3.0 m
- maximum package width: 1.2 m
- maximum package height: 2.2 m
- maximum package weight 1,500 kg

2.2.2 Long packages type 2 – not adapted to mechanical reloading

- maximum length: 6.0 m
- maximum width: 0.4 m
- maximum height: 0.4 m
- maximum package weight: 30 kg
- maximum number of packages per consignment: 10 packages

- DSV System, DSV System home and DSV System priority** consignments adapted to mechanical reloading are consignments meeting the conditions described in items 2.1 or 2.2.1 in which each consignment (e.g., pallet, box, basket, container), as assessed by DSV, has a design that allows it to be reloaded safely and without damage by mechanical reloading means (forklifts), by one person.

- DSV System, DSV System home and DSV System priority** consignments not adapted to mechanical reloading are consignments in which at least one of the packages does not fulfil the conditions of a consignment adapted to mechanical reloading as assessed by DSV.

- Consignment pick-up and delivery for all products is carried out on working days between 8 am and 4 pm.

Any remarks made by the Client on the order ('additional remarks' field) or in any other form are not binding on DSV. The consignment declared ready for pick-up at the consignor's location on a given day is accepted for the period from 8 am to 4 pm.

- DSV does not provide information on the phone number of the driver carrying out the transport.

The goods placed on a transport medium should not protrude beyond its outside edges. The requirements for the preparation of groupage consignments for transport by Consignors are set out in the 'DSV rules on packaging standards for palletised and non-palletised groupage consignments', published as a standard document on the website www.dsv.com/pl-pl/. If the goods extend beyond the outer dimensions of the shipping container, DSV reserves the right to refuse to accept the consignment for transport.

3. The following products are available as part of the groupage distribution service:

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3.1. **DSV System** is a shipping service with an estimated delivery time listed in the Delivery Schedule for this product, available on the website www.dsv.com/pl-pl/.

3.2. **DSV System Priority** is a shipping service that delivers consignments as quickly as possible, in accordance with the Delivery Schedule posted on the website www.dsv.com/pl-pl/.

3.2.1. The following restrictions apply to the **DSV System Priority** service:

- deliveries to: fairs, airports and seaports are excluded
- consignment pre-notification services are excluded
- consignments for which customs declaration operations are not carried out by DSV or its agent are excluded,
- consignments containing long packages are excluded

The following delivery terms are accepted under the **DSV System Priority** product:

- EXW – Ex Works
- DDU – Delivered Duty Unpaid (DAT-Delivered at Terminal/DAP-Delivered at Place)
- DDP – Delivered Duty Paid

3.2.2. Deliveries to retail chains (for domestic shipments) listed in the Delivery Schedule are made exclusively through the **DSV System Priority** service (Additionally, deliveries to retail chains may be made through the optional **Fix Day Delivery** service.)

3.2.3. If **DSV System priority** service is ordered and DSV finds that the consignment does not meet the parameters of the order or that other data are not provided to enable timely delivery of the consignment, DSV reserves the right to refuse the service or to provide another service of its choice without guaranteeing the delivery of the consignment as soon as possible, while retaining the right to remuneration as for **DSV System**, **DSV LTL**, **DSV FTL** or another service chosen by DSV.

3.3 **DSV System Home** is a parcel delivery service for individuals, including those who do not conduct business activities, with the estimated delivery time shown in the delivery schedule for this service - available at www.dsv.com/pl-pl/. The service includes the following options: **Agreed delivery day via portal**, as well as **Pre-notice delivery -> SMS** or **Pre-notice delivery -> eMail**. The Client is obliged to provide the Consignee's contact details. If the date of delivery of the consignment specified by the Consignee requires the consignment to be stored at the DSV terminal for a period of more than 3 working days (excluding Saturdays and public holidays according to DSV's work schedule), then DSV is entitled to charge the Client for the storage of the consignment according to the rate for this option according to the Table of Additional Fees and Services available at www.dsv.com/pl-pl/.

3.3.1 The following assumptions are made during the implementation of the service:

- the Consignee does not need to have the infrastructure or equipment to unload the consignment from the vehicle
- the unloading of the vehicle is carried out by the driver subject to clauses 6(e) and (f)
- the driver does not carry the consignment into the Consignee's premises
- the driver has the right not to hand over the consignment when he/she determines that the place of delivery does not meet the conditions for the safe delivery of the consignment
- the place of delivery of the consignment may be a residential building
- there must be access to the place of delivery for a vehicle with a maximum permissible weight of 12 tons
- consignment delivery takes place during regular DSV working hours
- the consignment is delivered by a vehicle equipped with a hydraulic lift

3.3.2 The following restrictions apply to the **DSV System Home** service:

- customs consignments are excluded,
- consignments containing long packages are excluded,
- consignments containing Dangerous Goods (ADR) are excluded,

Only the following delivery terms are accepted under the **DSV System Home** product: DAP - Delivered at Place.

4. **DSV LTL** - less-than-truckload distribution - is a shipping service with an estimated delivery time listed in the Delivery Schedule available on the website www.dsv.com/pl-pl/ for consignments that meet the following criteria:

In domestic transport:

- Loading area occupied by the consignment from 9.00 to 24.00 MPAL for valuation;
- Consignment cubic volume from 19.00 to 55 m³;
- Maximum length of a logistics unit - 4.0 m;
- Maximum width of a logistics unit - 2.4 m;
- Maximum height of a logistics unit - 2.4 m;
- Actual consignment weight from 5,000 kg to 15,000 kg;
- The transport of such a consignment must be possible directly (bypassing the terminals) from the Consignor to the Consignee. Pick-up and release of the consignments may not require usage of a freight lift and must take place within the area available to trucks with the maximum capacity of 24 tons (gross vehicle weight 42 tons). The consignment is transported together with other DSV customer consignments.

In international transport (IT):

- the actual weight of the consignment is less than or equal to 19,400 kg
- the volume of the consignment is less than or equal to 55 m³
- the number of loading metres is less than or equal to 11

The transport of such a consignment must be possible directly (bypassing the terminals) from the Consignor to the Consignee. Pick-up and release of the consignments may not require usage of a freight lift and must take place within the area available to trucks with the maximum capacity of 24 tons (gross vehicle weight 42 tons). The consignment is transported together with other DSV customer consignments.

DSV LTL consignments are transported on a vehicle either independently or together with other consignments from the place of loading to the place of unloading, generally without reloading at DSV terminals.

5. **DSV FTL** - full-truckload consignment distribution is a service for transporting consignments that meet the following parameters:

In domestic transport:

- Loading area occupied by consignment - in excess of 24.00 MPAL for valuation;
- Consignment's cubic volume - in excess of 55 m³;
- Maximum width of a logistics unit - 2.4 m;
- Maximum height of a logistics unit - 2.4 m;
- Actual consignment weight - in excess of 15,000 kg;

In international transport (IT):

- the actual weight of the consignment exceeds 19,400 kg

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- b) or the number of loading metres is greater than 11
- c) or the volume of the consignment is greater than 55 m³

The transport of such a consignment must be possible directly (bypassing the terminals) from the Consignor to the Consignee. Pick-up and release of the consignments may not require usage of a freight lift and must take place within the area available to trucks with the maximum capacity of 24 tons (gross vehicle weight 42 tons).

- 5.1 DSV FTL consignments are transported directly from the place of loading to the place of unloading, without reloading at terminals. This applies to a consignment or consignments of one Client only.
- 5.2 The Client has the right to arrange for transport directly from the loading location to the unloading location, without transshipment at terminals, for consignments that do not meet the requirements for DSV FTL consignments. If DSV accepts such an order, the provisions governing the DSV FTL service will apply.
- 5.3 For all DSV LTL and DSV FTL service options, both the loading and unloading locations must be accessible to a truck with a gross vehicle weight of 42 metric tons. A deviation from this principle requires mutual agreement at the stage of determining the terms and conditions of service.
- 5.4 When shipping consignments using semi-trailers, the maximum length is 13.5 m. The weight and dimensions of each package should not cause an uneven load distribution on the vehicle. Any deviation from the above rules requires mutual agreement at the stage of defining the terms of service.
6. The following service terms apply to **DSV System**, **DSV System Priority**, **DSV System Home**, **DSV LTL**, and **DSV FTL**:
 - a. Pick-up of the consignment from the Consignor and release of the consignment at the Consignee's location takes place on the edge of the load box.
 - b. The duration of loading or unloading operations for the **DSV System**, **DSV System priority** and **DSV System home** services performed by the Consignor or Consignee should be adapted to the weight of the goods, but should not exceed 30 minutes from the time of placement of the vehicle.
 - c. The duration of loading or unloading operations for the **DSV LTL** or **DSV FTL** services performed by the Consignor or Consignee should be adapted to the weight of the goods, but should not exceed 60 minutes from the time of the placement of the vehicle.
 - d. The maximum weight of a logistics unit on a pallet is determined by the relevant standards and the strength of the pallet concerned, whereby the maximum weight of a logistics unit on a pallet (including EUR or EPAL) may not exceed 1,500 kg.
 - e. If the weight of the logistics unit to be moved exceeds 30 kg for manual loading operations or 400 kg for loading operations performed using hand pallet trucks, the Client is obliged to ensure that the loading operations are carried out at the place of consignment and at the place of delivery, i.e., that the Consignor delivers the consignment on the loading box to the place indicated by the driver and that the Consignee picks up the consignment directly from the loading box, from the place indicated by the driver.
 - f. In order to ensure the safety of consignments and terminals, acting on the basis of the provisions of the ADR Agreement and the regulation of the Ministry of Internal Affairs and Administration (MSWiA) on fire protection of buildings, other construction works and areas, the following rules are defined for accepting consignments containing Dangerous Goods (ADR) for transport:
 - consignments received from Monday to Thursday with next-day delivery are accepted for transport in accordance with the Terms and Conditions for the Logistics Handling of Dangerous Goods (ADR) in domestic and international traffic;
 - consignments received on a Friday with delivery on Monday or the day after a public holiday are carried out by dedicated transport only (bypassing terminals);
 - on Saturdays and days before public holidays, these consignments shall not be accepted for transport.
 - The above rules do not apply to consignments containing dangerous goods (ADR) shipped in limited quantities (LQ) or exempted quantities (EQ).
7. Deviations from the rules set out in this clause require a separate written agreement with DSV. In the absence of a separate written agreement, DSV shall have the right, at its own discretion, to provide a commissioned service with different parameters than those specified in this clause and to charge additional remuneration and fees in accordance with the applicable Table of Additional Fees and Services.
8. **DSV direct express** - a service for transporting consignments directly from the place of loading to the place of unloading, without reloading at terminals, in the field of international road forwarding. This applies to a consignment or consignments of one Client only.
Parameters of consignments handled by DSV direct express:
 - a. Maximum consignment weight: 1200 kg
 - b. Maximum number of loading metres: 3.2 (equivalent of 8 euro pallets)
 - c. maximum width: 2m
 - d. maximum height: 2 m
 - e. maximum length: 4 m
 It is a dedicated service, designed each time for consignments that require individual solutions, agreed on a case-by-case basis.
With regard to the form of placing and accepting orders, the provisions of § 12, paragraphs 1-3, of these General Terms and Conditions shall not apply.
9. **DSV oversized** - a dedicated logistics service, designed for each consignment which due to its size, weight or specific nature of freight requires individual solutions.

§8. DSV's Additional Fees and Services

Designation:

(DT + IT) – a service available for domestic and international transport

(DT) – a service available exclusively for domestic transport

(IT) – a service available exclusively for international transport

1. **PRIORITY PRE 10** (DT + IT) - an additional service consisting in the delivery of a **DSV System priority** consignment by 10:00 a.m. on working days (except Saturdays and public holidays in accordance with DSV's work schedule), in the areas specified in the Schedule of Deliveries available on the website www.dsv.com/pl-pl/. If the consignment is not delivered by 10:00 a.m. for reasons not attributable to DSV, DSV retains the right to remuneration for the 'Priority pre 10' service. If the consignment is not delivered by 10:00 a.m. for reasons attributable to DSV, provided that the consignment has been delivered in accordance with the DSV's Schedule of Deliveries, DSV retains the right to the freight fee as for the **DSV System Priority** service. The **Priority pre 10** service cannot be used for consignments containing Dangerous Goods (ADR) or for cash-on-delivery (eCOD) payments.
2. **PRIORITY PRE 12** (DT + IT) - an additional service consisting in the delivery of a **DSV System priority** consignment by 12:00 p.m. on working days (except Saturdays and public holidays in accordance with DSV's work schedule), in the areas specified in the Schedule of Deliveries available on the website www.dsv.com/pl-pl/. If the consignment is not delivered by 12:00 p.m. for reasons not attributable to DSV, DSV retains the right to

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remuneration for the 'Priority pre 12' service. If the consignment is not delivered by 12:00 p.m. for reasons attributable to DSV, provided that the consignment has been delivered in accordance with the DSV's Schedule of Deliveries, DSV retains the right to freight as for the **DSV System Priority** service.

The **Priority pre 12** service cannot be used for consignments containing Dangerous Goods (ADR) or for cash-on-delivery (eCOD) payments.

The options are available only as part of the **DSV System priority** product, and in a limited range of postal codes, as indicated by DSV Availability in individual countries is defined in the materials available on the website www.dsv.com/pl-pl/. The times 10:00 a.m. and 12:00 p.m. are in local time.

For Priority pre 10 or Priority pre 12 services, failure to deliver a consignment by 10:00 a.m. (Priority pre 10 option) or 12:00 p.m. (Priority pre 12 option) local time does not entitle the Client to charge an additional fee for the service, provided that if the service is performed on the requested pick-up date, the fee due will be the same as for the DSV System Priority service.

3. **FIX DAY DELIVERY (DT + IT)** - an additional service that delivers **DSV System**, **DSV LTL**, and **DSV FTL** consignments on a specified working day (excluding Saturdays and holidays, in accordance with DSV's operating schedule). The delivery date of the consignment should be indicated in the order and must be within one to three working days of the Schedule of Deliveries for **DSV System priority** consignments. If the consignment is not delivered on a specific working day for reasons not attributable to DSV, DSV retains the right to remuneration for the '**Fix day delivery**' service. If the consignment is not delivered on a specific day for reasons attributable to DSV, DSV retains the right to the freight fee as for the **DSV System**, **DSV LTL** and **FTL** service.

If the delivery process requires the consignment to be stored at a DSV terminal for more than 3 working days, DSV is entitled to charge a storage fee.

The **Fix day delivery** service cannot be provided for consignments containing dangerous goods (ADR).

4. **FIX DAY PICK-UP (DT + IT)** - an additional service that delivers **DSV System**, **DSV LTL**, and **DSV FTL** consignments on a specified working day (excluding Saturdays and holidays, in accordance with DSV's operating schedule). The possible date range for the pick up of the consignment from the Consignor for the Fix Day pick up option is at the earliest two working days after the order is placed. Fix Day pick up and Fix Day delivery cannot be booked together for the same consignment. Fix Day pick up does not contain DSV's commitments regarding the time slots for pick up at the Consignor in the time slot indicated in the definition. If the consignment is not picked up from the Consignor on the working day for reasons not attributable to DSV, DSV retains the right to remuneration for the '**Fix day pick-up**' service. If the consignment is picked up from the Consignor on a specific day for reasons attributable to DSV, DSV retains the right to freight as for the **DSV LTL** or **DSV FTL** service.

The **Fix day pick-up** service cannot be provided for consignments containing dangerous goods (ADR).

The **Fix day pick-up** and **Fix day delivery** (item 3) options cannot be booked together via the myDSV application.

The **Fix day pick-up** and **Fix day delivery** options do not contain commitments regarding time slots for pick-up or delivery.

The availability of the **Fix Day pick-up** and **Fix Day delivery** options in individual countries is defined in the materials available on the website www.dsv.com/pl-pl/.

5. **FIX DAY PRE 10 (DT+ IT)** - an additional service that delivers **DSV System** consignments by 10.00 a.m. on a specific working day (excluding Saturdays and holidays, in accordance with DSV's operating schedule). The delivery date of the consignment should be indicated in the order and must be within one to three working days of the Schedule of Deliveries for **DSV System priority** consignments. If the consignment is not delivered on a specific working day for reasons not attributable to DSV, DSV retains the right to remuneration for the '**Fix day pre 10**' service. If the consignment is not delivered by 10:00 on a specific day for reasons attributable to DSV, DSV retains the right to freight as for the **DSV System** service.
6. **FIX DAY PRE 10 (DT+ IT)** - an additional service that delivers **DSV System** consignments by 10.00 a.m. on a specific working day (excluding Saturdays and holidays, in accordance with DSV's operating schedule). The delivery date of the consignment should be indicated in the order and must be within one to three working days of the Schedule of Deliveries for **DSV System priority** consignments. If the consignment is not delivered on a specific working day for reasons not attributable to DSV, DSV retains the right to remuneration for the '**Fix day pre 12**' service. If the consignment is not delivered by 10:00 on a specific day for reasons attributable to DSV, DSV retains the right to freight as for the **DSV System** service.
7. **AGREED DELIVERY DAY VIA PHONE (DT+ IT)** is an additional service that involves the delivery of a **DSV System** consignment on a working day specified by the consignee (excluding Saturdays and non-working days as per the DSV work schedule). DSV will contact the Consignee to determine the delivery date. The Client is obliged to provide the consignee's contact details. The delivery time of the consignment must be within one to three working days of the Schedule of Deliveries for **DSV System** consignments. If a consignment is not delivered on a specific working day for reasons beyond DSV's control, DSV reserves the right to charge for the '**Agreed delivery day via phone**' service. If a consignment is not delivered on the specific date specified by the consignee for reasons attributable to DSV, DSV retains the right to charge the freight rate applicable to the **DSV System** service.
8. **AGREED DELIVERY VIA PORTAL (DK + IT)** is an additional service that involves the delivery of a **DSV System** consignment on a working day agreed upon with the consignee (excluding Saturdays and non-working days as per the DSV work schedule), provided that DSV does not guarantee the delivery date of the consignment. DSV will send a link to a website via e-mail or text message so that the delivery date for the consignment can be scheduled. The Client is obliged to provide the Consignee's contact details. The delivery time of the consignment must be within one to three working days of the Schedule of Deliveries for **DSV System** consignments available on the website www.dsv.com/pl-pl/. If a consignment is not delivered on a specific working day for reasons beyond DSV's control, DSV reserves the right to charge for the '**Agreed delivery day via portal**' service. If a consignment is not delivered on the specific date agreed with the Consignee for reasons attributable to DSV, DSV retains the right to charge the freight fee applicable to the **DSV System** service.
9. **MORNING PICK-UP (8:00 a.m. - 12:00 p.m.) (DT + IT)** - an additional service consisting of the pick-up of **DSV LTL** or **DSV FTL** consignments from the Consignor between 8:00 a.m. and 12:00 p.m., referred to as "morning," on working days (excluding Saturdays and holidays in accordance with the DSV work schedule), in the areas specified in the Delivery Schedule posted on the website www.dsv.com/pl-pl/. If the consignment is not collected from the Consignor for reasons not attributable to DSV, DSV retains the right to remuneration for the service. The '**Morning Pick-up**' and '**Morning Delivery**' options cannot be booked together for the same consignment. The '**Morning Pick-up**' service cannot be provided for consignments containing dangerous goods (ADR).
10. **AFTERNOON PICK-UP (12:00 a.m. - 4:00 p.m.) (DT + IT)** - an additional service consisting of the pick-up of **DSV LTL** or **DSV FTL** consignments from the Consignor between 12:00 a.m. and 4:00 p.m., referred to as "afternoon," on working days (excluding Saturdays and holidays in accordance with the DSV work schedule), in the areas specified in the Delivery Schedule posted on the website www.dsv.com/pl-pl/. If the consignment is not collected from the Consignor for reasons not attributable to DSV, DSV retains the right to remuneration for the service. The '**Afternoon Pick-up**' and '**Afternoon Delivery**' options cannot be booked together for the same consignment. The '**Afternoon Pick-up**' service cannot be provided for consignments containing dangerous goods (ADR).
11. **MORNING DELIVERY (8:00 a.m. - 12:00 p.m.) (DT + IT)** - an additional service consisting of the delivery of **DSV LTL** or **DSV FTL** consignments between 8:00 a.m. and 12:00 p.m., referred to as "morning," on working days (excluding Saturdays and holidays in accordance with the DSV work schedule), in the areas specified in the Delivery Schedule posted on the website www.dsv.com/pl-pl/. If a consignment is not delivered for

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reasons not attributable to DSV, DSV reserves the right to charge for the service. The **"Morning Pick-up"** and **"Morning Delivery"** options cannot be booked together. The **'Morning Delivery'** option cannot be provided for consignments containing dangerous goods (ADR).

12. **AFTERNOON DELIVERY (12:00 a.m. - 4:00 p.m.) (DT + IT)** – an additional service consisting of the delivery of **DSV LTL** or **DSV FTL** consignments between 12:00 a.m. and 4:00 p.m., referred to as "afternoon," on working days (excluding Saturdays and holidays in accordance with the DSV work schedule), in the areas specified in the Delivery Schedule posted on the website www.dsv.com/pl-pl/. If a consignment is not delivered for reasons not attributable to DSV, DSV reserves the right to charge for the service. The **"Afternoon Pick-up"** and **"Afternoon Delivery"** options cannot be booked together. The **'Afternoon Delivery'** option cannot be provided for consignments containing dangerous goods (ADR).
13. **LOAD SAME DAY (DT + IT)** - an additional service involving the delivery of DSV LTL or DSV FTL consignments with a pick-up date on the day the order is placed. This option is only available by prior arrangement with DSV and cannot be ordered via the myDSV application.

14. Additional information:

14.1 The following option pairs cannot be combined with each other via the myDSV application:

- **Morning Pick-up/Afternoon Pick-up** and **Morning Delivery/Afternoon Delivery**
- **Morning Pick-up/Afternoon Pick-up** and **Load same day**
- **Morning Pick-up/Afternoon Pick-up** and **Dangerous Goods (ADR)**
- **Morning Delivery/Afternoon Delivery** and **Dangerous Goods (ADR)**
- **Fix day pick-up** and **Fix day delivery**
- **Fix day pick-up** and **Load same day**
- **Fix day pick-up** and **Dangerous Goods (ADR)**
- **Fix day delivery** and **Load same day**
- **Fix day delivery** and **Dangerous Goods (ADR)**
- **Load same day** and **Dangerous Goods (ADR)**

14.2. The availability of the following options in individual countries: **Fix day delivery**, **Agreed delivery day via phone**, **Dangerous Goods (ADR)**, **Priority pre 10**, **Priority pre 12** is specified in the materials available on the website www.dsv.com/pl-pl/.

15. **COLLECTION AND RETURN OF PAYMENTS (eCOD)** – an additional service provided for domestic consignments where the driver collects from the Consignee a **DSV System** or **DSV System priority**, **DSV System home** consignment, the amount due, in cashless form, to DSV's account for the goods in the amount declared by the Consignor in the order, and then transfers the payment to the Client via bank transfer to the bank account specified by the Client. The service is provided exclusively to Clients who have a written agreement with DSV. Cashless payment is a form of payment via electronic banking upon receipt by the Consignee of a link for payment to be made to the DSV account.

- a. The amount collected must be paid by the Consignee before the consignment is picked up. If the Consignee refuses to pay the amount collected or if the driver's mobile device does not confirm that the payment transaction has been processed correctly, the consignment will not be handed over to the Consignee and DSV reserves the right to charge for the consignment as if it had been delivered. DSV shall inform the Client of the Consignee's refusal to pay the amount collected. The Client is obliged to provide DSV with further instructions regarding the consignment, and the cost of returning the consignment to the Consignor or redelivery of the consignment to the Consignee shall be borne by the Client. The collection of payment from the Consignee for the delivered consignment shall be made in a non-cash form via electronic banking up to the amount of PLN 10,000. In the case of cash on delivery consignments, DSV undertakes to settle the amount collected with the Client by the third working day after successful delivery.
- b. DSV provides the eCOD service exclusively in PLN. If the order specifies that the amount to be collected is in a currency other than PLN, DSV will perform the eCOD service by collecting the amount specified in the order in PLN, without converting this amount according to the exchange rate. The collected amount may not exceed PLN 10,000 for all consignments sent on a given day from one Consignor and delivered to one Consignee.
- c. eCOD instructions must be clearly communicated in the order directly to DSV, by way of selecting an additional service. The indication on the invoice that the goods have been sold under the terms of 'cash on delivery' does not mean that DSV is obliged to collect the invoiced amount in any form whatsoever.
- d. DSV performs the eCOD instructions exclusively in connection with the transport service.
- e. DSV does not carry out eCOD instructions in the event of an instruction to collect the consignment from DSV's own terminal, due to the principle that eCOD instructions are only carried out by the drivers during the delivery of the consignment to the Consignee. If such an eCOD instruction is submitted, DSV reserves the right not to perform the eCOD service and, consequently, not to deliver the consignment, without any resulting consequences.
- f. DSV's liability for the performance of eCOD instructions is always limited to the amount of losses actually incurred by the injured party not exceeding the amounts mentioned in the eCOD instructions.

16. **RETURN OF CERTIFIED DOCUMENTS: e-ROD - RETURN OF CERTIFIED DOCUMENTS IN ELECTRONIC FORM (DT + IT):**

16.1. In domestic transport (DT), an additional service consisting in DSV printing a 'proof of delivery' document and collecting from the Consignor together with the consignment at the time of acceptance of the order one or a package of documents in electronic form relating to the consignment, printing them out, delivering them to the Consignee and obtaining in their content the signature of the Consignee and making them available to the Client in electronic form and then returning them to the Consignee together with the 'proof of delivery' document. If the documents are not accepted by the Consignee or are returned to the driver, DSV has the right to dispose of them and the Consignor agrees to this. In the case of an e-ROD service order, the Client agrees that on the 'proof of delivery' (e-POD), whose appendices will be the documents for the Consignee ordered as part of the e-ROD service, there will be no signature of the Consignee and the proof of delivery will be the signature by the Consignee of any document ordered as part of the e-ROD service. In such a situation, it is assumed that the absence of a signature due to reasons on the part of the Consignee or a signature on any document ordered as part of the e-ROD service will certify all data indicated in the e-POD. As part of the service, the certified documents shall be made available to the Consignor in the form of electronic copies of the documents in the online customer application as a general rule one (1) working day after the Consignee delivers them to DSV, and in the case of **DSV LTL** and **DSV FTL** consignments as a general rule seven (7) working days the Consignee delivers them to DSV.

a. DSV provides e-ROD services if:

- the Client places an order for the aforementioned additional service as part of the order referred to in §12, specifying its type and subject matter;
- the Consignor specifies the names and number of documents that are the subject of the service in the content of the shipping document under which the consignment is to be transported;
- documents have been uploaded by the Consignor into the DSV online customer application by the time of pick-up of the consignment from the Consignor at the latest.
- For **DSV LTL** and **DSV FTL** consignments, the return documents will also be placed by the Consignor inside a sealed envelope enclosed to the consignment.

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- b. If an eROD service is ordered and documents are not enclosed, DSV has the right to charge the Client for the eROD service and furthermore if the transport service cannot be provided due to the lack of documents, in particular if the Consignee does not accept the consignment, DSV shall charge the Client with the costs arising from the storage of the consignment from the first day of storage until the Client supplements the documents or the Client gives instructions as to further handling of the consignment and releasing the consignment from DSV warehouse. In the event that the Consignee refuses to accept the consignment due to the lack of enclosed return documents, DSV has the right to charge the Client with the costs resulting from the return of the consignment.
- c. DSV reserves the right to refuse an order to perform the e-ROD service under any circumstances without incurring any liability to the Client.
- d. DSV does not check the contents of the consignment upon the pick-up and shall not be liable for missing or damaged documents declared as contents of the consignment.
- e. As part of e-ROD services, DSV offers a standard service for the return of the package of confirmed documents enclosed to the consignment to be shipped (containing a maximum of 9 pages). If the documents exceed 9 pages in total, DSV is not obliged to deliver them to the Consignee and return them to the Consignor.
- f. In the event of a discrepancy between the number of documents declared by the Consignor in the shipping document and the number of documents confirmed by the Consignee, DSV retains the right to remuneration for the e-ROD service to the full extent.
- g. DSV accepts no legal liability for the content of the annotations and statements made by the Consignee in the documents received from the Consignee.
- h. The Consignor shall attach to the Consignment only the documents necessary for the carriage and required by law. DSV shall not be liable for documents other than those specified in the preceding sentence. If the documents handed over to DSV are not accepted by the Consignee or are returned to the driver, DSV is entitled to dispose of them, to which the Consignor consents.
- i. DSV shall not accept the documents provided by the Consignee and, in the event of their acceptance by the driver, shall not be obliged to perform any duties in connection with such documents and shall not be liable for such documents, subject to the provisions of the following sentence. If the Consignor has uploaded into DSV's online application, at the latest on the day of collection of the consignment from the Consignor, the documents which are to be signed by the Consignee after being printed out by DSV and returned to the driver who has delivered the consignment or to another driver designated by DSV, DSV is required to photograph these documents and to upload them into DSV's computer system and is entitled to dispose of the printed documents, to which the Consignor consents.

16.2. In international transport (IT) an additional service:

- a. for the DSV System product, this involves providing an electronic Proof of Delivery document,
- b. for the DSV LTL and FTL products, it consists of providing a scan of the CMR document or another agreed-upon shipping document serving as proof of delivery.

The maximum time limit for returning the document to the Client is 30 calendar days.

Failure or delay by DSV to provide the Proof of Delivery service shall not entitle the Client to withhold or refuse payment for other services provided under the order.

17. PALLET EXCHANGE SERVICE – 1:1 (upon delivery) (DT), service available exclusively for domestic transport:

- 17.1 As part of the 1:1 pallet exchange (upon delivery) service, DSV offers the Client the return of Pallets shipped to the Consignee, in the quantity returned to DSV by the Consignee at the time of delivery to the Consignee and marked as returned solely on the basis of the Pallet Clause - a provision forming part of the 'Information on Transport Containers' section in the Shipping Document, in which the Consignee is required to indicate the number of Pallets returned upon delivery of the consignment and, depending on the format (electronic or written), to obtain the appropriate signatures from the Consignee and the DSV driver (hereinafter the 'Pallet Clause'). Examples of the Pallet Clause in the Shipping Documents are presented and explained on the website www.dsv.com/pl-pl/.
- 17.2 The Pallets to be returned by DSV shall come from the pool of Pallets available at the DSV branch where the Consignor's registered office where the consignment was shipped is located. The Pallets in the DSV pool are not subject to separate sorting into EUR pallets or EPAL pallets as part of the return, regardless of the type of Pallets sent by the Consignor to the Consignee.
- 17.3 The prerequisite for the provision of the 1:1 pallet exchange (upon delivery) service is that the Client notifies DSV of its wish to use the 1:1 pallet exchange service and that DSV has granted the Client authorisations in its IT systems to use the aforementioned service. The right to use the 1:1 Pallet exchange (upon delivery) service shall expire automatically if one calendar year has passed since the last registration of a consignment on Pallets provided by the service.
DSV reserves the right to cancel the 1:1 pallet exchange service (on delivery) for the Client at an earlier date. In such circumstances, the Parties will be obliged to settle their obligations under the Pallet Balance on the normal terms described in clauses 17.14 to 17.17.
- 17.4 The Client shall inform and oblige the Consignors with whom it cooperates to comply with the terms and conditions of the 1:1 pallet exchange (upon delivery) service. A Client who is not the Consignor but uses the service on its own behalf for the benefit of the Consignor shall be liable as for its own action or omission for compliance with the terms and conditions of the service by the Consignor involved in the transport process. DSV may make the provision of services conditional on the conclusion of a 1:1 System directly by the Consignor.
- 17.5 The fee for the 1:1 pallet exchange (upon delivery) service shall be borne by the payer of the transport service on the same date as the due date of the transport service invoice. The amount of the fee is set out in the Table of Additional Fees and Services.
- 17.6 The basis for issuing a VAT invoice for the 1:1 pallet exchange (upon delivery) service shall be the Pallet Balance understood as the total list of Pallets shipped by the Client in a given calendar month. The information on the Pallet Balance, understood as the total number of Pallets shipped by the Client, corrected by the number of Pallets not returned by the Consignees, as well as the Pallets returned by DSV for the given calendar month, shall be sent to each of the Clients once a month to the e-mail address provided by the Client in the order or shown in DSV's systems. The balance updated on the last day of the calendar month is used for billing.
DSV shall not be liable to the Client in any way whatsoever for Pallets not returned by the Consignee in the 1:1 Pallet Exchange Service for reasons attributable to the Consignee. DSV shall also be entitled to full remuneration for the 1:1 pallet exchange (upon delivery) service in the event that the Consignee fails to return the Pallets (including if the Consignee offers pallets that are not subject to exchange).
- 17.7 The document confirming the transfer of pallets between the Consignor and the Consignee in the 1:1 pallet exchange (upon delivery) service is the Shipping Document used by DSV.
- 17.8 The 1:1 exchange and return of Pallets (upon delivery) may take place provided that:
 - the Consignor prepares and releases the consignment on undamaged and original Pallets,
 - the Consignor completes the information on the transport media in the Shipping Document by indicating the actual number of Pallets shipped under the consignment and the Consignor includes a Pallet Clause in the Shipping Document, in which the Consignee is obliged to fill in the number of Pallets returned upon delivery of the consignment and, depending on the form (electronic or written), obtains the relevant signatures.

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- 17.9 If at least one of the conditions of clause 17.8 is not fulfilled, DSV shall not be obliged to accept the consignment for transport and shall not accept any liability or any other negative consequences thereof.
- 17.10 The absence of an entry regarding the number of Pallets returned by the Consignee or the Consignee's signature at the time of delivery in the Pallet Clause shall be equivalent to the Consignee's failure to exchange the Pallets. DSV shall not be liable to the Client for Pallets not returned by Consignees.
- 17.11 The Client shall obligate the Consignees with whom it cooperates to comply with the 1:1 Pallet Return Policy, in which:
- a) the Consignee is required to complete the Pallet Clause and obtain the relevant signatures,
 - b) The Consignee at the time of delivery is obliged to return the number of Pallets as entered in the Information on Transport Media in the Shipping Document,
 - c) The Consignee disputing the number of Pallets accepted upon receipt of the consignment shall be obliged to record any reservations as to the quality of the Pallets and the number of Pallets accepted in the Information on Transport Media, in the presence of the DSV driver, to affix a legible signature and, if the Shipping Document is made in a written form, to obtain the signature of the DSV driver. In this case, the Consignee is obliged to return the number of Pallets that have not been disputed.
 - d) The Pallets disputed by the Consignee shall remain in stock with the Consignee.
DSV shall not be liable for the consequences of the Consignee's failure to cooperate in the 1:1 return of the Pallets.
- 17.12 The Client is obliged to confirm the Pallet Balance to DSV in writing or by e-mail within 14 days of receipt of the Pallet Balance from DSV. In the absence of confirmation of the Pallet Balance in accordance with the conditions of the preceding sentence, the Parties shall consider that the Client has unanimously (i.e., without any reservations) confirmed the Pallet Balance sent by DSV. If the Client does not object in writing the Pallet Balance within 14 days of its receipt, it shall forfeit its right to assert claims against DSV arising from possible discrepancies in the Pallet Balance.
- 17.13 If the Pallet Balance information shows that the Client is obliged, at its own expense, to return the Pallets, this shall mean that the return of the Pallets should be made to the DSV Branch in the area where the relevant address for the Pallet dispatch/receipt by the Client obliged to return the Pallets is located, within 20 days of receipt of the Pallet Balance.
- 17.14 The Client shall bear the costs of transporting the Pallets if they are picked-up from another party (e.g., the Pallet manufacturer, the Pallet seller, the Pallet repair facility).
- 17.15 Failure by the Client to pay the amounts resulting from the Pallet Balance sent in accordance with clause 17.14 shall be the basis for DSV to issue a VAT invoice to the Client obliged to return the Pallets according to the value equal to the product of the missing Pallets and the pallet non-payment charge to DSV as specified in the Table of Additional Fees and Services. The Client's liability will be payable within 14 days of DSV's invoice.
- 17.16 If the Pallet Balance information indicates that Pallets are owed to the Client, then the Client is entitled to demand delivery of the missing Pallets from DSV and DSV is entitled to release itself from this obligation by returning the value of the Pallets at the price agreed between the parties. The notification of the obligation to deliver the Pallets shall be submitted by the Client to the DSV Branch where the registered office of the Client's business unit from which the consignment was shipped is located. Delivery of the pallets owed to the Client due shall take place without additional carriage charges if it can be coordinated with delivery/pick-up of the consignment or if at least 200 pallets are delivered at one time. Otherwise, the cost of delivering the Pallets to the eligible Client shall be charged at the prices stipulated for the carriage of the consignment.
- 17.17 The DSV driver is not obliged to verify the number, condition and quality of the Pallets provided for carriage by the Consignor. Acceptance of the consignment for carriage does not constitute confirmation by the DSV driver of the correctness of the data provided by the Client in connection with the service order, including those concerning the Pallets to be shipped as part of the 1:1 pallet return (upon delivery) service. Pallet verification is carried out by the Consignee when receiving the consignment.
- 17.18 In the event that the Consignee refuses to accept the consignment because the Pallet under the consignment is disputed as not being in accordance with the standard or norms, the consignment will be returned together with the disputed Pallet to the Consignor at the Client's expense.
- 17.19 The Client declares that the Pallets placed on the market by the Client (as well as by entities for which he bears responsibility) as part of the 1:1 pallet exchange (upon delivery) system are original Pallets and that it is aware of the content of Articles 305 and 306 of the Act of 30 June 2000 Industrial Property Law (consolidated text in Journal of Laws of 2023, item 1170, as amended). The Client (including the entities for whom it is responsible) shall indemnify DSV for any damage caused to DSV as a result of the introduction of non-standard or substandard pallets.
18. **Food Transport - Food (DT)** The transport of consignments containing food products is **governed by the Standard Terms and Conditions for Food Logistics and Transport Services at DSV Road sp. z o.o.**, published on the website www.dsv.com/pl-pl/. These General Terms and Conditions apply to matters not covered by the Standard Terms and Conditions for Food Logistics and Transport Services of DSV Road sp. z o.o.
19. **Transport at Above-Freezing Temperatures – Frost Free (DT)** Transport of consignments at above-freezing temperatures (above 5°C) guaranteed by DSV at the time the Goods are delivered to the Consignee. DSV is not required to provide the Customer, the Consignee, or any other authorized person with any evidence (e.g., a thermal printout) confirming the temperature at which the Goods were transported.
20. **CARGO INSURANCE (DT+ IT) - Insurance of property during transport.** Coverage may include property transported by various modes of transport. The Customer's goods may be covered by Cargo Insurance for an additional fee, provided that the Customer submits a request to DSV for such insurance in electronic form via the myDSV app and the goods are not excluded from coverage under the General Terms and Conditions of Cargo Insurance. The General Terms and Conditions of Cargo Insurance for Domestic and International Transport (DSV Cargo Insurance) are governed by the Institute Cargo Clauses A 1/1/2009 or other clauses specified by DSV and DSV Insurance A/S, available at: <https://www.dsv.com/pl-pl/our-solutions/types-of-transport/additional-services/insurance/cargo-insurance>. The General Terms and Conditions of Cargo Insurance include a list of goods excluded from coverage and those requiring individual arrangements and pricing.
21. **PICK-UP ORDER (DT) (Plus Pick-Up)** - an additional service consisting in picking up a consignment for transport from a Consignor who is not the Client or from a place other than the standard place of dispatch specified in the agreement with the Client, and delivering it to the Consignee specified by the Client. The Client is obliged to provide address labels to the Consignor and the Consignor is obliged to affix address labels to the consignment. This service is available for **DSV System** and **DSV LTL** consignments. This service is not available for **DSV System Priority** and **DSV System Home** products.
22. **CARRY-IN SERVICE (DT) (DSV System, DSV System priority, DSV System home)** - an additional service requested by the Client, consisting in carrying in the consignment to the place indicated by the Consignee at the address specified by the Client in the shipping document. The carry-in service is provided subject to the following conditions:
- a. the maximum actual weight of a single batch of goods carried in (in packaging) may not exceed 30 kg and the volume may not exceed 0.2 m³;
 - b. the maximum actual weight of the consignment may not exceed 1.5 tons;
 - c. the consignment does not contain dangerous goods (ADR).

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If the carry-in service requires the unpacking of the logistics unit (removal of safety devices, removal of individual pieces of goods (in packaging) suitable for manual carry-in), then prior to performing the carry-in service, the Consignee, in the presence of the driver, is obliged to confirm receipt of the consignment on the shipping document or in electronic form on a mobile device and to participate in the unpacking of the consignment in order to enable the driver to carry in the individual pieces of goods comprising the consignment.

If the dimensions of the consignment or other circumstances do not allow the consignment to be carried in to the place indicated by the Consignee, then the Consignee shall designate a different place to place the consignment at the address specified in the shipping document.

The maximum distance for moving a single batch of carried goods (in packaging) is governed by health and safety regulations for manual transport work and must not exceed 200 metres.

23. **Pre-notice delivery -> eMail (DT + IT)** - an additional service that involves sending the Consignee an e-mail notifying them of a possible delivery of the consignment. The service is provided automatically if the Client provides the Consignee's e-mail address. The information about the possible delivery date of the consignment contained in the e-mail is for information purposes only and does not guarantee the date of delivery of the consignment, and the absence of notification for technical reasons shall not constitute grounds for any claims against DSV.
24. **Pre-notice delivery -> SMS (DT + IT)** - an additional service that involves sending the Consignee a text message (SMS) notifying them of a possible delivery of the consignment. Optionally, DSV also sends additional text messages if the consignment is delayed or if the Consignee is not at the address indicated when attempting to deliver the consignment. As a condition of using the service, the Client must provide the mobile phone number of the Consignee. Information on the possible delivery date of a consignment contained in a text message is for information purposes only and does not guarantee that the delivery date of the consignment will be met, and the absence of notification for technical reasons shall not constitute grounds for any claims against DSV.
25. **Pre-notice pick up (e-mail) (DT + IT)** - an additional service for **DSV LTL** and **DSV FTL** that involves sending the Consignor an e-mail with information about the a possible pick-up of the consignment from the Consignor. The service is provided automatically if the Client provides the Consignor's e-mail address. The information about the possible date of collection of the consignment contained in the e-mail is for information purposes only and does not guarantee that the delivery date of the consignment will be met, and the absence of notification for technical reasons shall not constitute grounds for any claims against DSV.
26. **Pre-notice pick up (SMS) (DT + IT)** - an additional service for **DSV LTL** and **DSV FTL** that involves sending the Consignor a text message (SMS) with information about the a possible pick-up of the consignment from the Consignor. The service is provided automatically if the Client provides the Consignee's telephone number. The information about the possible date of pick-up of the consignment contained in the e-mail is for information purposes only and does not guarantee that the delivery date of the consignment will be met, and the absence of notification for technical reasons shall not constitute grounds for any claims against DSV.
27. **Pre-notice delivery (email) (DT + IT)** - an optional service for **DSV LTL** and **DSV FTL** that involves sending the Consignee an e-mail with information about the possible delivery of the consignment. The service is provided automatically if the Client provides the Consignee's e-mail address. The information about the possible delivery date of the consignment contained in the e-mail is for information purposes only and does not guarantee the date of delivery of the consignment, and the absence of notification for technical reasons shall not constitute grounds for any claims against DSV.
28. **Pre-notice delivery (sms) (DT + IT)** - an optional service for **DSV LTL** and **DSV FTL** that involves sending the Consignee a text message (SMS) with information about the possible delivery of the consignment. The service is provided automatically if the Client provides the Consignee's telephone number. The information about the possible delivery date of the consignment contained in the e-mail is for information purposes only and does not guarantee the date of delivery of the consignment, and the absence of notification for technical reasons shall not constitute grounds for any claims against DSV.
29. **ELECTRONIC PROOF OF DELIVERY WITH THE CONSIGNEE'S SIGNATURE (DT + IT)** - an additional service consisting in providing the Client with an electronic copy of the confirmation of delivery of the consignment containing the Consignee's signature. The service is available free of charge to the Clients using the online customer application for 90 days from the date of delivery of the consignment.
30. **SENDING A COPY OF THE SHIPPING DOCUMENT TO THE CLIENT (DT + IT)** - an additional service consisting in searching the archives and sending a confirmed electronic copy of the shipping document to the Client.
31. **DELIVERY IN REMOTE AREAS (DT)** - delivery to the areas that are difficult to access, generally not associated with urban development, including mountainous and coastal areas where access is significantly limited or involves additional requirements for the means of transport delivering the consignment, which also includes significant tonnage restrictions that significantly affect the cost and method of delivery of the consignment. DSV can provide the service in the above-mentioned areas if this is possible in accordance with applicable law and these General Terms and Conditions. If it is not possible to deliver the consignment to the address indicated in the shipping document due to the inability to reach the destination in accordance with applicable laws, the delivery shall be made in accordance with the rules applicable to specific DSV services (**DSV System, DSV System priority, DSV LTL and DSV FTL**). The service is available in the areas specified in the Schedule of Deliveries available on the website www.dsv.com/pl-pl/.
32. **DELIVERY IN URBAN AREAS WITH DIFFICULT ACCESS (DT)** - delivery in urban areas characterised by difficulties resulting from, among other things, entry fees, significant tonnage restrictions, obtaining paid permits/passes or hourly restrictions on entry, significantly affecting the costs and method of delivery of the consignment. DSV can provide the service in the above-mentioned areas if this is possible in accordance with applicable law and these General Terms and Conditions. If it is not possible to deliver the consignment to the address indicated in the shipping document due to the inability to reach the destination in accordance with applicable laws, the delivery shall be made in accordance with the rules applicable to specific DSV services (**DSV System, DSV System priority, DSV LTL and DSV FTL**). The service is available in the areas specified in the Schedule of Deliveries available on the website www.dsv.com/pl-pl/.
33. **CORRECTION OF CONSIGNMENT PARAMETERS (DT + IT)** - correction made by DSV to the data provided in the shipping documents or sent electronically, concerning weight, dimensions, number of logistics units, packaging method. Charging a fee for this service also results in recalculation of the Base Price (in accordance with the corrected parameters), which is determined according to the Payer's price list (for Payers who have an agreement with DSV) or the Freight Table available on the website www.dsv.com/pl-pl/ (for Payers who do not have an agreement with DSV).
34. **HANDLING OF ITEMS EXCEEDING THE MAXIMUM PARAMETERS (DT)** - handling of consignments which exceed the maximum parameters specified for the transport service in these General Terms and Conditions. This applies both to situations where the parameters of the consignment have been verified during the measurement of consignment parameters by DSV during the performance of the service, and where parameters that do not comply with these General Terms and Conditions have been specified by the Client in the shipping documents or in data sent electronically. Charging a fee for this service also results in recalculation of the Base Price (in accordance with the corrected parameters), which is determined according to the price list applicable to settlements with the Payer.
35. **CORRECTION OF INCORRECT OR INCOMPLETE CONSIGNMENT DATA (DT)** - correction by DSV of the Consignee's address or contact details, ADR data and data concerning collections and other additional services.
36. **SEASONAL FEE (DT + IT)** - additional fee for handling consignments during peak periods. The fee applies during the following periods:
 - a. for 10 working days before and 4 working days after Easter*;
 - b. from the 5th working day before 1 May to the 3rd working day after 3 May;

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- c. from the 5th working day before and up to the 3rd working day after Corpus Christi*;
- d. from 1 September to 31 December.
- e. for the last 5 working days of each month from March to August.

* - applies to Catholic holidays.

37. **'SENT' CONSIGNMENT FEE (DT + IT)** - additional fee for the transport of consignments containing goods covered by the monitoring system pursuant to the Act of March 9, 2017, on the Road Transport Monitoring System, Journal of Laws of 2017, item 708, as amended. The fee does not cover activities related to the registration of the consignment in the system on behalf of the Consignor.
The carriage of a consignment containing goods subject to the Act and covered by a request to present means of transport for inspection, as referred to in Article 12a(1) of the Act, in road transport shall be carried by a dedicated means of transport carrying only that consignment from the place of dispatch to the place of delivery. The terms of remuneration will be determined on the basis of an offer submitted by DSV prior to the commencement of the transport service.
38. **FEE FOR CORRECTING OR COMPLETING DATA IN THE DSV OPERATING SYSTEM (DT + IT)** - this fee applies to consignments for which data has been completed or corrected in DSV's IT systems, e.g., correction of the Consignee's address and contact details, data concerning services or additional fees for reasons attributable to the Client.
39. **ENTERING AN ORDER INTO THE DSV OPERATING SYSTEM (DT + IT)** (manual booking) – an additional service for accepted orders placed by means other than via the application or another agreed form of electronic data exchange (EDI), an administrative fee for entering the order into the operating system (manual booking) will be charged in accordance with the Table of Additional Fees and Services.
40. **LABELLING OF CONSIGNMENTS ON BEHALF OF THE CLIENT (DT + IT)** - preparation, printing and affixing of address labels by DSV in accordance with DSV standards, if these activities are not performed by the Client. Data transmission for consignments is required using applications integrated with DSV's IT system, as specified in the definition of the service *Filling out the electronic data transmission*.
41. **RE-PICKUP or RE-DELIVERY (DT + IT)** - DSV will make another attempt to pick up the consignment from the Consignor or deliver it to the Consignee if the previous attempt was unsuccessful for reasons not attributable to DSV.
42. **ADDITIONAL WAITING TIME (DT + IT)** (for **DSV System**, **DSV System Priority**, **DSV System Home**, or **DSV LTL** consignments) - an administrative fee for additional waiting time, exceeding 30 minutes, during loading or unloading. The fee is charged if the loading or unloading time is extended for reasons attributable to the Consignor or Consignee.
43. **ADDITIONAL WAITING TIME (for DSV FTL consignments (DT + IT))** - administrative fee for additional waiting time exceeding 60 minutes during loading or unloading. The fee is charged if the loading or unloading time is extended for reasons attributable to the Consignor or Consignee.
44. **PRE-NOTICE OF CONSIGNMENT DISPATCH OR DELIVERY (DT)** - an additional service consisting in providing a notification on the consignment's dispatch or delivery, e.g., in an external IT system of the Consignor, Consignee or the Client, to a retail chain via online platforms. An up-to-date list of the supported retail chains as part of this service is listed in the Schedule of Deliveries available on the website www.dsv.com/pl-pl/.
45. **TRANSPORT OF CONSIGNMENTS WITH DECLARED VALUE (DT)** - an additional service consisting in the transport and delivery of a consignment with a value declared by the Client.
46. **STORAGE OF CONSIGNMENTS (DT + IT)** - storage by DSV of consignments that have not been collected or cannot be delivered to the Consignee - the fee is charged for each commenced calendar day, counting from the second day.
47. **DELIVERY REQUIRING SPECIAL CONDITIONS (DT) (applicable to DSV LTL consignments)** - additional basis for charging a fee, mandatory when: a means of transport with a lift is required for unloading, or there are tonnage restrictions on the access road to or from the consignee, or there are restrictions resulting from the actual dimensions of the means of transport. The service is available for consignments that meet all of the following parameters: maximum weight of a logistics unit up to 800 kg; maximum actual weight of the consignment up to 8 tons; maximum area of 15 MPAL.
48. **FEE FOR INCORRECT SELECTION OF SERVICE TYPE (DT + IT)** - a fee charged when the type of service selected by the Client does not correspond to the specific requirements of the service (e.g., **DSV System** service for delivery of a consignment to retail chains instead of **DSV System priority** or delivery of a consignment to individual consignees instead of **DSV System home**).
49. **FEE FOR THE TRANSPORT OF DANGEROUS GOODS (ADR) (DT + IT)** - transport of dangerous goods - the Terms and Conditions of the Logistics Services for Dangerous Goods in Domestic and International Transport at DSV Road sp. z o.o. are available on the website www.dsv.com/pl-pl/.
50. **DSV PROTECT** - a service provided when the Customer requests that a consignment be covered by the DSV Protect service. Consignments ordered for transport by road under the terms specified in the Order (from a single point of origin to a single point of delivery, at the same time) shall be covered by DSV Protect up to an amount of 1,500 EUR. A surcharge shall be added to the shipping invoice for each consignment covered by the DSV Protect service, in accordance with the price list. Detailed information about the DSV Protect service is available on the website www.dsv.com/pl-pl/.

§9. Fuel adjustment

1. A fuel adjustment factor is applied to transport service settlements in the amount and according to the rules specified on the website www.dsv.com/pl-pl/.
2. Its level is based on the share of fuel costs in the prices offered by DSV and may change if the cost structure or fuel prices change.
3. Fuel adjustments do not apply to the Table of Additional Fees and Services.

§10. Additional fee for using toll roads - Toll Fee

1. In connection with the entry into force on 1 July 2011 of the provisions of the Regulation of the Council of Ministers of 22 March 2011 on national roads or sections thereof subject to electronic toll collection and the rates of electronic tolls (i.e., Journal of Laws of 2013, item 1263, as amended), as well as in connection with the inclusion of parts of the routes on which DSV transports consignments within the scope of these provisions, and in connection with the fees charged to DSV by motorway license holders, DSV applies an additional fee for the use of toll roads.
2. In the event of a change in the rates referred to in clause 1 or in the number of kilometres of road sections covered by these fees, DSV reserves the right to update the toll fee rate in line with changes in DSV's operating costs. The amount of the toll fee shall be updated starting from the dates on which the fees or the number of kilometres of roads covered by these fees change.
3. The toll fee is applied to transport service settlements in the amount and according to the rules specified on the website www.dsv.com/pl-pl/.
4. The Toll Fee does not apply to the Table of Additional Fees and Services.

§11 Restrictions on Transport of Consignments.

1. The Client is obliged to conclude a separate written agreement with DSV for the consignments specified in this clause. Unless provided otherwise in separate written agreements, DSV does not transport the following consignments:
 - a. consignments which require a specialist fleet and reloading with specialist equipment;
 - b. consignments which require appropriate temperatures during transport;

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- c. groceries, food and perishable products;
 - d. plants and animals, biologically active products;
 - e. human and animal remains;
 - f. valuable consignments, e.g., precious metals including gold, silver, etc.; precious stones and products made of precious stones; all kinds of valuable papers including bonds, shares, gift coupons; banknotes and coins; antiques; works of art;
 - g. alcoholic beverages;
 - h. consignments containing tobacco, including cigarettes;
 - i. personal property;
 - j. weapons and ammunition;
 - k. medicinal products, within the meaning of the Pharmaceutical Law of 6 September 2001 (Journal of Laws of 2008 No. 45, item 271 as amended), components for the production of medicinal products, drugs and psychotropic and hallucinogenic substances;
 - l. documents and consignments containing correspondence as defined by law;
 - m. consignments for which DSV does not have separate permits and licences or whose transport is prohibited by law;
 - n. goods of strategic importance as specified in the Act of 29 November 2000 on foreign trade in goods, technologies and services of strategic importance for state security, as well as for the maintenance of international peace and security (i.e., Journal of Laws 2013, item 194, as amended);
 - o. dangerous goods whose freight is forbidden at DSV;
 - p. waste;
 - q. goods that cannot be consolidated with other goods;
 - r. consignments without the documentation required by the specific legislation;
 - s. consignments which do not comply with the definitions of basic services as set out in § 7;
 - t. goods without adequate transport packaging, unpackaged or improperly packaged goods;
 - u. goods requiring special arrangements for loading, securing, transport and unloading;
 - v. very heavy goods (causing uneven weight distribution on the vehicle).
 - w. war materials, dual-use goods, or other goods whose trade is prohibited;
 - x. Dangerous Goods listed in the appendix to the Terms and Conditions for the Logistics Handling of Dangerous Goods in Domestic and International Transport at DSV Road sp. z o.o.
 - y. monetary values, which are considered to be national and foreign tokens, securities, cheques, bills of exchange and other documents substituting cash in circulation, as well as gold, silver and products made of these metals, precious stones and pearls, as well as platinum and other metals of the platinum group, the carriage of which requires separate permits and concessions;
 - z. works of art, watches, antiques, philatelic or numismatic collections;
 - aa. legal acts, manuscripts, drafts or models;
 - bb. second-hand goods or displaced property;
 - cc. exhibition elements or display goods;
 - dd. musical instruments;
 - ee. goods for which an excise mark is required (cigarettes, tobacco products, alcohol);
 - ff. telecommunications prepaid and activation cards or other cards with similar functions;
 - gg. computers, tablets, mobile phones, satellite navigation components, microchips, microprocessors, processors, memory cards, computer software.
2. DSV does not transport waste and certain classes of hazardous materials.
 3. DSV shall not be liable for damage resulting from non-compliance with the carriage requirements for the aforementioned consignments unless a separate written agreement has been concluded. The obligation to conclude a separate written agreement for the transport of consignments mentioned in clause 1 of this section shall not be waived in particular by acceptance of the consignment for transport, making an entry in the shipping documents or placing or accepting an order in a form other than written. In the absence of a written agreement, it shall be assumed that the Client or Consignor has not provided DSV with the necessary data concerning the consignment or the execution of the consignment agreement. DSV shall not be liable for damage resulting from the performance of a service that has been carried out without a written agreement, insofar as this is permissible under mandatory law.
 4. The Customer shall be liable for DSV's reasonable costs and expenses and for any losses that DSV may incur and in respect of claims brought against DSV by reason of the failure of the Goods to comply with any of the restrictions or requirements set out in these Terms and Conditions, or by reason of DSV's refusal or suspension of the Services or return of the Goods. In the event of a return of the Goods, the Customer is also responsible for paying the full Price for the Service.
 5. In the absence of a written agreement and the occurrence of damage related to the shipment of a consignment with goods which are excluded from transport in the DSV network (see list above) or the failure to provide DSV with the necessary data on the consignment or the performance of the transport agreement, including the dispatch of a consignment whose actual content differed from that declared in the Waybill, Address Label or the Dispatch Confirmation, the Client or the Consignor shall be obliged to compensate for the resulting damage in the full amount (including, inter alia, damage to DSV vehicles and equipment, damage to other consignments, costs of environmental remediation).
 6. The Client is obliged to comply with the applicable legislation, in particular the Traffic Law, the Public Roads Act, the Regulation of the Ministry of Labour and Social Policy on occupational safety and health in manual handling, which, inter alia, defines the principles of occupational safety. If these conditions are not complied with, DSV reserves the right to refuse the service without incurring any liability whatsoever. The Client shall indemnify DSV against any liability which may arise due to the failure of the Client to comply with the aforementioned conditions.
 7. If any service or part thereof provided under these General Terms and Conditions is or becomes prohibited by any law, including, but not limited to, the laws of the United States of America, the laws of the European Union or national laws, including, but not limited to, anti-terrorism and embargo regulations, DSV shall have the right to discontinue the service or part thereof at any time, without notice and without incurring any liability to the Client.

§12. Acceptance of Order.

1. Orders should be submitted to DSV electronically (item 3) by the following deadlines:
For international transport (IT):
 - a) **by 4:00 p.m.** one working day before the loading day for **DSV System, DSV System home** and **DSV System priority** consignments exported from Poland;
 - b) **by 12:00 p.m.** one working day before the loading day for **DSV System, DSV System home** and **DSV System priority** consignments imported from Poland;
 - c) **by 3:00 p.m.** two working days before the loading day for **DSL LTL** and **DSV FTL** consignments exported and imported to/from Poland to/from EU and EFTA countries;

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- d) **by 12:00 p.m.** two working days before the loading day for **DSL LTL** and **DSV FTL** consignments exported and imported to/from Poland to/from all remaining countries;

For domestic transport (DT):

- e) **by 4:00 p.m.** one working day before the loading day for **DSV System**, **DSV System home** and **DSV System priority** consignments
f) **by 2:00 p.m.** one working day before the loading day for **DSV LTL** and **DSV FTL** consignments

A list of DSV units with contact details can be found on the website www.dsv.com/pl-pl/.

2. An order constitutes an offer to conclude an agreement (hereinafter referred to as the Agreement), which the Client submits to DSV. If DSV does not provide the Client with any remarks on the contents of the order within 4 working hours of receipt (not including working days from 4:00 p.m. to 8:00 a.m., Saturdays, Sundays and public holidays), the order shall be deemed to have been accepted for execution under the terms of these General Terms and Conditions and the contents of the order.

If the time limit for accepting the order by DSV has not elapsed by the end of the working day in accordance with the rules set out in the preceding sentence, it shall be interrupted and shall start running again on the next working day from 8:00 a.m. onwards. Submission of DSV's remarks means that the order shall be accepted for execution if the Client accepts DB DSV's remarks. Silence on the part of the Client within 2 hours of receipt of DSV's remarks implies acceptance of the execution of the order on the terms and conditions taking into account DSV's remarks, unless DSV has stipulated in its remarks that it requires written acceptance of the content of the order including the remarks. DSV reserves the right to refuse an order without any consequences thereof, in particular if the following circumstances arise:

- a. The order concerns the transport of goods excluded from transport under mandatory provisions of law or these General Terms and Conditions;
- b. The order cannot be executed or its execution would be significantly impeded due to organisational or technical difficulties on the part of DSV;
- c. there is a delay in the payment by the Client (Payer) of any amounts due to DSV.

DSV shall inform the Client of its refusal to accept the order for execution within the time limit specified in this clause for submission of remarks to the order.

3. Orders should be submitted electronically via order entry applications provided by DSV (e.g., myDSV) or using another form of electronic data exchange agreed with DSV. In special **agreed** cases, it is possible to submit orders according to the templates used by DSV and published on the website www.dsv.com/pl-pl/ electronically (e-mail, Internet). However, in the case of orders transmitted in this way and the need to prepare shipping documents on behalf of the Customer, a fee will be charged for the service *Preparation of Shipping Documents on Behalf of the Customer*, in accordance with the Table of Additional Fees and Services. The contents of the order shall be confirmed either in writing, including via e-mail (in the event of submitting remarks) or electronically, or by DB DSV issuing and signing a Waybill, or by DSV issuing an Address Label and signing a Dispatch Confirmation, and DSV shall be bound to this extent only, unless DSV has confirmed in writing its commitment to perform other services. If the Client sends DSV an Order in the form specified in this paragraph, this means that the Client accepts all terms and conditions of the Order, the terms of use for the DSV application, the provisions of these General Terms and Conditions, the provisions of any other terms agreed upon between DSV and the Client, and the Client's obligation to pay the Price. The Client may not grant third parties access to the DSV application without DSV's prior written consent. The Client is liable for the acts and omissions of third parties to whom it has granted access to the DSV application, regardless of whether DSV has provided written consent for such access.

4. An order must contain the following information:

- a. Client/sender/consignee/payer details - company name, VAT ID, full address including postcode, contact name, telephone.
- b. Consignment details:
 - name of the good(s),
 - type and number of transport media,
 - total gross weight of the different logistics units,
 - dimensions of the individual types of logistics units (length, width, height),
- c. Each logistics unit that differs in goods, type of medium, dimensions or actual weight should be listed as a separate line in the order.
- d. Parameters of the required means of transport if the Client has specific requirements for the means of transport, and additional instructions if the Client has specific requirements (e.g., for loading activities).
- e. Information concerning the transport of dangerous consignments - if any.
- f. Information on whether the goods are strategic goods as defined by law, the name of the Client or the forename and surname of the sole trader who is the Client, and the signature (for written orders), if applicable. A written confirmation of acceptance of the order for execution is required in the event of an order for the transport of strategic goods.
- g. Information on the value of the goods, particularly in the case of particularly valuable goods.

5. For the **DSV LTL** service, each consignment must be notified by a detailed order on the day before the pick-up of the consignment. If the Client does not meet the conditions concerning the date of placing orders or the possibility of direct transport, DSV has the right to refuse the service and, if the consignment is accepted, additional fees shall be charged in accordance with the Table of Additional Fees and Services (additional fee for Load same day for an LTL consignment, i.e., pick-up on the day the order is placed, additional fee for *Delivery Requiring Special Conditions*).

6. When providing the **DSV FTL** service, if the Client fails to meet the conditions regarding the deadline for submitting orders or the possibility of direct transport, DSV has the right to refuse to provide the service; if the consignment is accepted, the shipping charge will be calculated in accordance with the DSV System price list or the standard rates for **DSV LTL** and **DSV FTL** consignments posted on the website www.dsv.com/pl-pl/.

7. **Any services not specified in the Agreement or which regulate mutual obligations in a manner different from that stipulated in the Agreement**, ordered by the Client or entered by the Client in the shipping document, shall only be binding on DSV if DSV expressly (in writing, under pain of nullity) undertakes to perform them. In particular, DSV shall not be bound by any entries in the aforementioned shipping documents made by actual subcontractors (e.g., the carrier's drivers) which alter the terms and conditions of the Agreement. The above restriction shall not apply to entries in the shipping documents required of the carrier under mandatory provisions of law.

8. If DSV undertakes to transport a consignment as defined in the Act of 9 March 2017 on the monitoring system for the carriage of goods by road together with implementing acts or the legal act that replaces the aforementioned legal acts (hereinafter referred to as the Act), the Client undertakes to comply with the provisions of the Act and the applicable DSV's **'Rules of Handling Consignments subject to the Road Transport and Rail Transport Monitoring System Act'**, available on website www.dsv.com/pl-pl/, which are an integral part of these General Terms and Conditions. The carriage of a consignment containing goods subject to the Act and covered by a request to present means of transport for inspection, as referred to in Article 12a(1) of the Act, in road transport shall be carried by a dedicated means of transport carrying only that consignment from the place of dispatch to the place of delivery of the consignment. The terms of remuneration will be determined on the basis of an offer submitted by DSV prior to the commencement of the transport service. Notwithstanding the foregoing, the Client shall be obliged to pay all expenses of DSV arising in connection with the request referred to in Article 12a(1) of the Act.

9. If DSV performs the service, a change in the address details of the consignment will result in charges in accordance with the Table of Additional Fees and Services available on the website www.dsv.com/pl-pl/. If DSV is not informed by the Client of the changes, all resulting costs incurred

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by DSV, in particular: costs related to delivery to a delivery address other than that specified in the order, downtime costs, shall be charged to the Client.

10. By placing and accepting an Order or concluding an agreement in another form, DSV and the Client conclude a personal data processing agreement for a period of time corresponding to the period of cooperation, under the terms and conditions specified in the Rules of Personal Data Processing between DSV and the Client, available on the DSV website www.dsv.com/pl-pl/, which form an integral part of these General Terms and Conditions.

§13. Cancellation of Orders.

1. Cancellation of an order confirmed by DSV should take place in time to allow DSV to take measures to minimise the costs incurred in this respect.
2. The order cancellation must be made in writing and sent to DSV by e-mail.
3. The following time limits for cancelling orders are considered final:

For international transport (IT):

- a. by 4:00 p.m. one working day before the loading day for DSV System, DSV System home and DSV System priority consignments exported from Poland;
- b. by 2:00 p.m. one working day before the loading day for DSV System, DSV System home and DSV System priority consignments imported from Poland;
- c. by 2:00 p.m. one working day before the loading day for DSV LTL and DSV FTL consignments exported from Poland and EFTA countries;
- d. by 12:00 p.m. one working day before the loading day for DSV LTL and DSV FTL consignments imported to Poland from EU and EFTA countries;
- e. by 2:00 p.m. two working days before loading in export/import to/from other countries.

For domestic transport (DT):

- f. by 4:00 p.m. one working day before the loading day for DSV System, DSV System home and DSV System priority consignments
- g. by 2:00 p.m. one working day before the loading day for DSV LTL and DSV FTL consignments
4. In the event of cancellation of orders after the time limits specified in item 3, DSV shall apply additional charges in accordance with the Table of Additional Fees and Services.

§14. Transport of consignments.

1. DSV accepts Orders on working days generally between 8:00 a.m. and 4:00 p.m.
2. DSV generally delivers consignments in accordance with the Delivery Schedule, available on the website www.dsv.com/pl-pl/ on working days between 8:00 a.m. and 4:00 p.m. DSV does not provide information on the phone number of the driver carrying out the transport.
3. Any delivery time slots specified by the Client or Consignor in the transport orders or shipping documents that are shorter than those specified in clause 2, as well as any additional remarks included in the order, shall not be binding on DSV and shall only indicate the time slot or method of delivery preferred by these entities. DSV shall not be liable or suffer any other disadvantage if the consignment is not delivered within the time slots referred to in the preceding sentence, unless otherwise agreed in writing between the Parties. This clause shall not apply in cases where delivery is made as part of the additional service: **Fix day delivery, Fix day pre 10 and 12, Priority pre 10 and 12.**
4. The Client shall ensure that all consignments to be dispatched on a given day are ready as of 8:00 a.m. on the day of picking up the consignments, unless otherwise agreed in writing between the Parties.
5. If DSV has provided a vehicle and the consignments are not ready for collection at the agreed time, DSV is entitled to charge a fee for the unused capacities in the amount based on the actual costs, unless agreed otherwise.
6. When transporting a consignment, DSV assumes that the consignment is adequately secured for transport and properly labelled, and that the documents are properly prepared and contain true and complete information.
7. DSV has the right to refuse to collect a consignment when the shipping document is not filled in correctly, the consignment is not properly marked or secured for transport, the content or the parameters of the consignment do not correspond to the description in the shipping document or in other exceptional situations.
8. DSV accepts the consignment for transport on the basis of a Shipping Document.

8.1 The shipping document shall be filled in by the Consignor, unless it has instructed DSV to do so. By signing any of the above-mentioned shipping documents, the Consignor accepts these General Terms and Conditions on its own behalf and on behalf of the Client, with the reservation that the Consignor's signature is not required if it was agreed that the shipping documents would be provided in electronic form. The Consignor consents to the provision of shipping documents in electronic form only, if so requested by DSV, in the form made available to consignors by DSV.

8.2 Acceptance of the consignment for carriage is based on the shipping document (waybill) or another agreed document provided by the consignor.

Any discrepancies in the consignment data such as:

- a. addresses,
- b. consignment parameters,
- c. number of logistics units,
- d. manner of packaging,
- e. additional instructions,

which occur between the information in the waybill or other shipping document and the previously transmitted order must be notified to DSV before the consignment is loaded, within the time limits stipulated in §12 of these General Terms and Conditions and confirmed in writing (electronic form is permissible) by DSV.

If DSV performs the service, a change in the address details of the consignment shall result in charges in accordance with the Table of Additional Fees and Services available on the website www.dsv.com/pl-pl/

If DSV is not informed by the Client of the changes, all resulting costs incurred by DSV, in particular: costs related to delivery to a delivery address other than that specified in the order, downtime costs, shall be charged to the Client.

If DSV is not informed by the Client about a change in the consignment parameters, number of logistics units or manner of packaging and DSV performs the service, DSV shall correct the understated data given in the shipping documents or electronically sent, concerning the consignment parameters (weight, dimensions), number of logistics units, manner of packaging and shall charge the Client with fees according to the Table of Additional Fees and Services in International Road Forwarding, available at www.dsv.com/pl-pl/.

In the event of a discrepancy in the consignment data, DSV is entitled to refuse the service and to charge the Client the costs incurred as a result, according to the rates for the cancellation of an order as specified in the Table of Additional Fees and Services, available on the website www.dsv.com/pl-pl/.

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8.3 DSV shall collect the consignment at the place of dispatch and deliver it to the place of destination indicated in the order and the shipping document. In the event of a discrepancy between the data on the shipping document and the order, DSV shall carry out the service in accordance with the shipping documents upon their acceptance in accordance with the provisions of clause 8.2.

9. The dispatched consignments should be packaged in a manner that is appropriate for the relevant freight process. In particular, the packaging should:

- secure the consignment against damage that could result from normal external forces during the entire freight process;
- prevent access to the consignment;
- not pose a risk to life or health or to other consignments;
- be additionally secured against damage (in case of commercial packaging);
- in the case of dangerous goods, the packaging should be selected appropriately for the contents of the consignment, in accordance with the provisions of the ADR Agreement. It is recommended that consignment packaging standards are applied and adhered to in accordance with the instructions for customers published on the website www.dsv.com/pl-pl/.

9.1. DSV reserves the right to refuse service if the packaging is unsuitable. A refusal to provide the service based on the above grounds results in DSV not being liable for the provision of the service.

10. Insufficiently secured consignments are transported at the exclusive risk and responsibility of the Client.

11. The Consignor should properly mark the consignment for transport.

11.1 Proper marking of the consignment is understood to mean placing address labels (and information stickers, e.g., 'Glass - Handle with Care', 'Top/Bottom', 'TOP10', 'Collective Package/Overpack', 'Caution Liquid', ADR, FOOD/Groceries, etc.) on each logistics unit of the consignment in a visible position, in accordance with DSV requirements

11.2 Consignments containing goods which, due to their nature, must be transported in a specific position, require special care during transport or handling, cannot be loaded in several layers, should be additionally marked with labels with appropriate handling instructions. In the case of dangerous goods, the Consignor is obliged to select appropriate packaging and mark the consignment with the relevant labels and inscriptions required by the provisions of the ADR Agreement.

11.3 Any other method of marking requires separate arrangements.

12. The term 'Address Label' shall be understood to mean a label in accordance with the DSV template as posted on the website www.dsv.com/pl-pl/. Marking a consignment with an Address Label is understood to mean placing an address label on all logistics units. Labels must be printed legibly, in a quality that allows the barcode to be read when scanned. Each **DSV System**, **DSV System Priority**, **DSV System Home**, and **DSV LTL** label must include a barcode that complies with the DSV standard; the use of an **SSCC** barcode is mandatory.

The Client is responsible for delivering the labels to the place of loading.

The labels are available in the myDSV web application after placing an order.

The consignment may be labelled with the Client's label provided that the following criteria are met:

- a) the exact address of the consignor, including country and postcode;
- b) the exact address of the consignee, including country and postcode;
- c) package number/total number of packages;
- d) gross weight.
- e) package identification code according to the SSCC standard
- f) the label complies with the Address Label template posted on the website www.dsv.com/pl-pl/, subject to DSV's prior approval of the Client's label template.

In the absence of labels meeting the standards described above, a service charge will be made for *Labelling Consignments on Behalf of the Customer*, according to the Table of Additional Fees and Services.

13. The consignment may not bear any markings other than those relating to the transport ordered from DSV, in particular old address and direction labels.

14. DSV is entitled to check whether the contents and parameters of the consignment correspond to the data contained in the Waybill, Address Label, Dispatch Confirmation, electronic data. The Client shall ensure that the driver can participate in the loading of the consignment. If there is no consent for the driver to attend the loading, it is presumed that the consignment is in the same condition and quantity as it will be upon unloading at the DSV terminal.

15. If the shipped consignment does not meet the criteria, including the parameters specified in §7 for the type of service under which it is dispatched, DSV reserves the right to extend the delivery time of the consignment and to charge an additional fee in accordance with the applicable Table of Additional Fees and Services. In special circumstances DSV reserves the right to return the consignment to the Consignor at the Client's expense.

16. For **DSV System**, **DSV System home**, and **DSV System priority** consignments, the Consignor is required to deliver the consignment to the edge of the vehicle's cargo bed. For **DSV System** and **DSV System priority** consignments at the place of unloading, the driver is obliged to make the consignment available to the consignee at the edge of the vehicle cargo bed. For **DSV System home** consignments, the driver is obliged to unload the goods outside the vehicle load bed, but not at the consignee's premises. If the weight of the loads to be moved exceeds 30 kg for manual loading operations or 400kg for loading operations performed using hand pallet trucks, the Client is obliged to ensure that the loading operations are carried out at the place of dispatch and at the place of delivery, i.e., that the Consignor delivers the consignment on the vehicle cargo bed to the place indicated by the driver and that the Consignee picks up the consignment directly from the cargo bed, from the place indicated by the driver. Any other method of acceptance/transfer of the consignment requires mutual agreement and is subject to additional charges. Loading and unloading operations, including the arrangement of the cargo on the vehicle for consignments

17. Loading and unloading operations including load distribution on the vehicle for **DSV LTL** and **DSV FTL** consignments are carried out by, and at the expense and risk of, the loader/unloader. During loading, the driver is obliged to supervise the arrangement of the consignment on the means of transport. The driver involved in loading has the right to give instructions to the loader on how the load should be placed on the vehicle.

18. DSV shall deliver the consignment to the address indicated in the shipping document, notifying the fact of delivery and obtaining confirmation of delivery from a person at a place generally accessible for the receipt of consignments (e.g., warehouse, reception desk, office). DSV is only bound by an order to obtain confirmation of a consignment from a specific person if it has confirmed the order in writing to this extent. DSV may use mobile electronic devices to confirm the delivery of a consignment electronically, by mapping the signature of the Consignee's representative on the device and saving it to the device's memory. The Client declares that it consents to the Consignee confirming the delivery of the consignment electronically or in writing, at DSV's choice, and accepts that both forms of confirmation of the delivery of the consignment will be considered equivalent as to their legal consequences. The Consignee may request, free of charge, in writing or by e-mail at any DSV branch, a printout of the document confirming the delivery. Confirmation of the delivery may be issued to the Consignee at a DSV branch office or sent to it via the postal operator to the Consignee's address indicated in the shipping document to which the request relates. Requests in e-mail form should be addressed to: cok.pl@DSV.com.

19. If the consignment cannot be delivered for reasons attributable to the Customer (Consignee, Client or Consignor), DSV shall make a further paid attempt to deliver the consignment at the Client's expense, without requiring the consent of the Client or the Consignor.

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20. If a **DSV System**, **DSV System home** or **DSV System priority** consignment cannot be picked up or delivered for reasons attributable to the Customer (Consignee, Client or Consignor), DSV CHENKER shall make another paid attempt at collection or delivery at the Client's expense, without having to obtain the consent of the Client or Consignor.
- If a DSV System, DSV System home or DSV System priority consignment cannot be delivered, DSV shall, at the latest after the second attempt to deliver the consignment, inquire with the Client about further instructions regarding the consignment. The Client, within 2 working days from the date of sending the request, should provide information on the further handling of the consignment. If it is not possible to redeliver the consignment, DSV shall return the consignment to its Consignor at the Client's expense, unless the parties agree otherwise, which may also be agreed by phone on the basis of the information and contact details contained in the order.
- If a **DSV LTL** or **DSV FTL** consignment cannot be collected or delivered for reasons attributable to the Customer (Consignee, Client or Consignor), DSV shall make a further paid collection attempt at the Client's expense, without requiring the consent of the Client or Consignor, and if a **DSV LTL** or **DSV FTL** consignment cannot be delivered, DSV shall immediately inquire to the Client about further instructions regarding the consignment. The Client should immediately provide information on the further handling of the consignment.
- DSV is entitled to charge additional fees in accordance with the Table Additional Fees and Services. Arrangements for receipt of instructions from the Client may also be made by DSV by phone on the basis of the information and contact details contained in the order. Upon receipt of a phone order, DSV shall be obliged to communicate these arrangements by e-mail, which may be sent to the e-mail address of the Client indicated in the order or any other e-mail address indicated in the agreement between the Client and DSV. In the absence of instructions from authorised persons, DSV shall, at its choice and at the expense of the Client, be entitled to return the consignment to its Consignor or to deposit the consignment at a place of its choice.
21. If a consignment cannot be redelivered within a period of 2 working days counted from the day following the first delivery attempt, DSV shall charge storage fees according to the rates specified in the Table of Additional Fees and Services available on the website www.dsv.com/pl-pl/.
22. In the case of customs consignments for which the customs declaration operations are not carried out by DSV or its agent, the Client shall bear the costs of transport to an external customs agent designated by the Client, according to the rates specified in the Table of Additional Fees and Services, available on the website www.dsv.com/pl-pl/.
23. The Client or the Consignor may give instructions to change the address of the Consignee and DSV will issue a new shipping document on behalf of the Client if the consignment is to be transported to a different address of the Consignee at the expense of the Client and will mark all logistics units with new address labels, and a remuneration or a fee will be added to the consignment in the amount specified in its agreement with DSV and in the absence of an agreement concerning the service in question, in the standard price list (including the Table of Additional Fees and Services), available on the website www.dsv.com/pl-pl/.
24. A damage report should be drawn up by the Consignor/Consignee and the carrier in the event of damage at the time of receipt/transfer of the consignment. Information that a damage report has been drawn up should be entered in the waybill. If the driver, for reasons beyond his control, does not take part in loading operations or no damage report is drawn up, it shall be presumed that the damage was caused for reasons attributable to the Client.
25. An order is deemed to be fulfilled as soon as the consignments have been delivered for unloading at the place indicated in the order, unless DSV has expressly accepted to carry out the loading operations.
26. If in connection with the agreement's performance DSV is required to undertake any activities not covered by the agreement, DSV shall perform such activities after prior approval of the terms and conditions by the Client.
27. In urgent situations where contact with the Client is impossible and any delay threatens irreparable loss, DSV shall, without prior consultation, undertake the measures referred to in clause 26 at the risk and for the account of the Client.
- If there is a risk of loss in the value of the goods picked up, or if the nature of the goods is such that they pose a risk to people, property or the environment and it proves impossible to contact the Client, or if the Client, having been advised to take measures to avert the risk, fails to do so, DSV is entitled to take appropriate measures and even, if necessary, to sell the goods in an appropriate manner.
 - Depending on the circumstances, DSV may, without notice, sell the goods if they are in danger of total or substantial loss of value, dispose of them or destroy them if they give rise to other risks. DSV shall promptly settle the sale revenues with the Client, having deducted any expenses incurred in connection with the sale activities.
 - DSV shall promptly notify the Client of any undertaken actions and shall submit, at the Client's request, the evidence of the expenses incurred in connection with the aforesaid actions.
 - DSV may charge the Client with additional remuneration in connection with the activities undertaken in the amount specified in the Table of Additional Fees and Services or, if there are no corresponding items, in the amount specified for the most similar activities.
28. Specific obligations for the carriage of consignments to Hungary:
- a. In the event of an obligation to register the entry of a consignment by road into Hungary in the Electronic Control System for the Carriage of Goods by Road (EKAER), the Client is obliged to communicate the EKAER number in the order to DSV.
 - b. All costs which DSV or its subcontractors may be charged with by the Hungarian state inspection authorities as well as the costs connected with the execution of the decisions of these inspection authorities (transport to the designated place of unloading, costs for the storage of the consignment, other similar costs) as well as costs which DSV may incur towards other clients in connection with delayed delivery of their consignments transported on the same vehicle shall be charged to the Client, if the reason for their occurrence is a missing declaration, a false declaration, an incorrect EKAER number given in the order by the Client or an untimely update of the declaration in the EKAER system.
 - c. DSV shall, at the latest on the day of loading of the consignment on the vehicle on which the consignment will be delivered to Hungary, communicate by e-mail to the Client's designated person the registration number of the vehicle that will be crossing the border of Hungary.
29. Specific obligations for the carriage of consignments to Romania:
- a. In the event of an obligation to register the entry of a consignment by road to Romania in the National Road Transport Monitoring System RO e-Transport, the Client is obliged to provide the UIT number in the order to DSV.
 - b. All costs which DSV or its subcontractors may be charged with by the Romanian state inspection authorities as well as the costs connected with the execution of the decisions of these inspection authorities (transport to the designated place of unloading, costs for the storage of the consignment, other similar costs) as well as costs which DSV may incur towards other clients in connection with delayed delivery of their consignments transported on the same vehicle shall be charged to the Client, if the reason for their occurrence is a missing declaration, a false declaration, an incorrect UIT number given in the order by the Client or an untimely update of the declaration in the RO e-Transport system.
30. At every stage of transport, DSV has the right to check the contents of the consignment using available methods and means of control, without interfering with the packaging, unless damage has occurred during transport and the packaging must be opened in order to draw up a damage report or secure the consignment.
31. Unless otherwise agreed in writing, DSV shall not be required to make any representations for the purposes of any law, convention, or agreement regarding the nature or value of the goods or any specific interest in the delivery, nor is it obligated to make any representations regarding specific requirements for the placement of the goods.

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32. DSV shall not be liable for any damage caused to the Customer's property or that of third parties resulting from the Customer's failure to perform or improper performance of the obligations set forth in these General Terms and Conditions; and in the event that third parties file claims, the Customer shall indemnify DSV against any resulting damage.
33. DSV shall be required to comply with its obligations regarding the deadline for accepting the goods for transport or the deadline for their delivery, provided that the Customer's daily or weekly fluctuations in activity fall within a range of +/- 20% of the average daily or average weekly number of consignments specified in the Offer or in the Agreement (hereinafter "Threshold Values"). If the aforementioned Threshold Values are exceeded, DSV's liability for the performance of the shipment of the Goods or for its timely performance shall be excluded, and both Parties undertake to find an acceptable solution regarding both the organization of the shipment and the amount of the Price.
34. If the Consignee or Customer refuses to accept the Goods because: (i) partial loss or damage to the Goods, or (ii) late delivery of the Goods, the Customer shall be required to cover the costs of returning the Goods to the consignor.

§15. Documents

1. In the case of ordering the transport of dangerous goods, the Client undertakes to provide all documents and information about the cargo required by the provisions of the ADR Agreement.
2. The Client shall ensure that DSV, or the entity indicated by DSV, is supplied with all necessary documents related to the shipment, including the documents related to customs, and shall provide to DSV all information required to perform the service. DSV is not under the obligation to verify whether the delivered documents and information is precise, final and true.
3. The documents referred to in items 1 and 2 shall be placed in a visible position in the consignment with a clear description of its contents. The driver should be informed that the documents have been placed in the vehicle.
4. In the case of an order for the transport of **strategic goods** within the meaning of the Act of 29 November 2000 on foreign trade in goods, technologies and services of strategic importance for national security, as well as for maintaining international peace and security (Journal of Laws No. 119, item 1250 of 2000, as amended) and Council Regulation (EC) No. 2021/821 of 20 May 2021 establishing a Community regime for the control of exports, transfer, brokering and transit of dual-use items (recast) (OJ EU L 206/1 of 11 June 2021, as amended) and taking into account the currently applicable national and international legal acts specifying the list of countries subject to trade bans or restrictions, the condition for the performance of the service will be the sending by the Client of a copy of the export/import licence for the goods and the obtaining by DSV of a licence to perform the services covered by the agreement (if a licence is required). At the same time, DSV reserves the right to adjust the rates specified in the Agreement for the cost of the above permission and other necessary costs related to the handling of strategic goods. The Client is obliged to provide the control number of the goods in accordance with the above provisions. The absence of a control number means that the Client declares that the goods covered by the order are not strategic goods.
5. DSV does not provide document transport services. All documents relating to the consignment (except those listed in items 1 and 2) should be placed inside the consignment or permanently attached to the packaging. The transport of other documents accompanying the consignment requires prior agreement.
6. If any service or part thereof provided under this Agreement is or becomes prohibited by any law, including, but not limited to, the laws of the United States of America, the laws of the European Union or national laws, including, but not limited to, regulations relating to the fight against terrorism and embargoes, DSV shall be entitled to discontinue the service or part thereof at any time without notice and without any liability to the Client.

§16. Calculation of Price.

1. The price for DSV's services is calculated on the basis of DSV's current price lists, in particular:
 - a. Service for the **DSV System** and **DSV System priority** products -
 - Domestic transport (DT) according to the applicable Freight Rate Table;
 - International Transport (IT) according to the Price List, based on the consignment's weight, distance, and country of delivery/pick-up
 - b. Service for **DSV LTL** and **DSV FTL** products - based on an individual price list;
 - c. For additional services - according to the relevant Table of Additional Fees and Services.
 2. There are two ways of determining the weight of a consignment (not applicable to consignments of dangerous goods, when ADR regulations must be applied):
 - a. On the basis of the actual weight of the consignment;
 - b. On the basis of a designated so-called calculated weight.
 3. The greater parameter of the actual weight or the calculated weight shall be used to determine the price for the weight of consignments. The calculated weight is determined on the basis of:
 - a. Volume (calculated weight = consignment volume [m³] x applicable conversion factor) kg;
 - b. Loading metres (calculated weight = number of loading metres (ldm) x applicable conversion factor); The number of loading metres (ldm) is calculated using the following formula:

$$ldm = L \times W / 2.4$$
 (product of length and width divided by 2.4),
 L = length - the dimension of the longer side of the package, expressed in meters and rounded up to the nearest 0.1 m. W = width – the dimension of the shorter side of the package, expressed in metres and rounded up to the nearest multiple of 0.2 m.
 2.4 = width of the vehicle's load bed, assumed to be 2.4 m.
 In the case of several packages comprising a consignment that can be placed side by side, the widths are added together and then rounded according to the above rules.
 The ldm indicator is used for consignments higher than 1.5 m or consignments (regardless of height) on which no other consignments can be placed.
 - c. For consignments containing long packages type 1 or long packages type 2, a surcharge will be added in accordance with the price list contained in the Table of Additional Fees and Services in International Road Forwarding.
 - d. For **DSV System** and **DSV System priority** consignments that are not adapted to mechanical reloading and have a calculated weight exceeding 150 kg, a surcharge will be added in accordance with the price list contained in the Table of Additional Fees and Services in International Road Forwarding.
- The amount of the above conversion factors depends on the country of delivery/receipt, in accordance with the information provided by DSV.
4. The transport rates include waiting time for loading and unloading, subject to the following conditions:
 - a. For **DSV System**, **DSV System home**, **DSV System priority** and **DSV LTL** consignments, the waiting time may not exceed 30 minutes;
 - b. for **DSV LTL** consignments, the waiting time may not exceed 60 minutes.
- For consignments to/from countries outside the EU and EFTA, the waiting time may not exceed 24 hours.
- The waiting time is counted from the agreed time of making the vehicle available to the consignor/consignee until the end of loading/unloading, and in the event of customs clearance, until the vehicle is released after customs clearance. If the above waiting time is exceeded, charges will be applied in accordance with the Table of Additional Fees and Services, published on the website www.dsv.com/pl-pl/.

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5. The use of price lists or rules for determining the weight of the consignment other than those specified in this clause is permissible on the basis of individual agreements concluded with DSV.
6. If for a given **DSV System, DSV System priority** consignment an appropriate price list is not provided for in the agreement, a standard price list (the same for all customers) shall apply, made available by DSV at the request of the Client notified in writing or by e-mail to the DSV Branch which accepted the Order from the Client at the e-mail address cok.pl@DSV.com. The Client undertakes to obtain information on the price list before placing the Order, provided that by placing the Order, the Client shall be deemed to have accepted the above-mentioned price list (e.g., when the individual price list is a pallet price list, and the Consignor has shipped bulk cartons, which are not covered by the individual price list). The Client agrees to use the standard price list in such cases.
7. If a **DSV LTL** consignment does not meet the criteria of the individual price list or does not meet the product specifications set forth in the General Terms and Conditions, DSV may apply the price list provided for the **DSV System** product and/or charge additional fees as specified in the Agreement or the Price Lists referred to in §29(1)(1) of these General Terms and Conditions.
If a **DSV FTL** consignment does not comply with the individual price list or does not meet the technological qualifications of the product as specified in the General Terms and Conditions, the price shall be calculated on the basis of the distance of consignment's transport and the standard fee for **DSV FTL** consignments as posted on the website www.dsv.com/pl-pl/.
8. **DSV is entitled to make a binding change to the entry on the consignment parameters in the shipping document or in the electronic data** if the parameters differ from the actual state. If there is a discrepancy regarding the parameters of the consignment between the declaration of the Client or the Consignor in the shipping documents or in the electronically transmitted data and the facts as ascertained by DSV in the process of verification of the parameters, the Parties shall accept as binding the findings made by DSV. Detailed information on the verification process of the consignment parameters can be found in the document *DSV Consignment Parameter Verification Process*, available on the website www.dsv.com/pl-pl/, which constitutes an integral part of these General Terms and Conditions. In the event of a change in the consignment parameters, DSV is entitled to charge fees and services in accordance with the currently applicable Table of Additional Fees and Services and to adjust the Basic Price.
9. If any of the consignment parameters are missing in the shipping document, DSV is entitled to supplement the missing entries and to charge a fee in accordance with the currently valid Table of Additional Fees and Services and to adjust the Basic Price.
10. In the event of changes concerning the destination, the consignee or other additional services, DSV shall charge additional fees in accordance with the currently applicable Table of Additional Fees and Services.
11. DSV's remuneration for the services provided shall be based on the price lists valid on the day the consignment transport was ordered.
12. The Client declares that it is aware of the current price lists of DSV at the time of ordering the service and accepts to be charged for all activities under these General Terms and Conditions.
13. DSV is entitled to amend (**index**) the existing rates resulting from the Price List by the percentage rate which will be published by DSV on the website www.dsv.com/pl-pl/. In the case of agreements concluded by DSV, the amendment referred to in the preceding sentence shall not constitute an amendment to the agreement and shall be made in accordance with information from DSV.
14. The percentage rate by which the existing rates resulting from the Price List for the performance of services will be indexed will be published by DSV at least one month in advance of the effective date of the new rates and such publication shall be deemed to be binding and any information sent to the Client in writing or by e-mail shall be for additional information purposes only. The types of costs taken into account by DSV for the purpose of indexation, their share (weight) in the indexation, the method of calculation of the changes of the rates and the source of obtaining them are specified on the website www.dsv.com/pl-pl/.
15. DSV reserves the right to request from the Client with whom the agreement has been concluded, at any time and regardless of any other basis for price regulation as approved by the Parties, an extraordinary change in the rates or principles of remuneration, if at least one of the following circumstances occurs:
 - a. changes to any of the parameters adopted at the start of the cooperation with the Client;
 - b. the occurrence of an event beyond the control of DSV resulting in a significant increase in the costs of providing the services which could not have been foreseen or the scale of the increase caused by the event could not have been precisely determined at the time the agreement was concluded.
16. A fuel adjustment factor is applied to transport service settlements in the amount and according to the rules specified on the website www.dsv.com/pl-pl/.
17. A currency adjustment factor is applied to service settlements in the amount and according to the rules specified on the website www.dsv.com/pl-pl/.
18. For the purposes of converting currencies in which service rates are expressed, including fees and services included in the Table Additional Fees and Services in International Road Forwarding, the average exchange rate of the National Bank of Poland for the given currency, valid on the last working day preceding the date of service provision, shall be used. The date of performance of the service shall be the date of unloading of the consignment at the place of delivery.
19. VAT is added to the prices in accordance with the VAT Act of 11 March 2004 (as amended).
20. If the Parties have not agreed on a Price, the Customer is required to pay the average market price for the Service. For Customers who do not have a separate written agreement, payment for services is made before the consignment is accepted for transport. The Customer is the guarantor of payment for the service provided in any case.
21. The price does not include VAT, customs duties, or other taxes applicable to the goods. The above-mentioned costs and taxes are borne solely by the Customer.
22. Unless the Parties have agreed otherwise, the Customer is required to pay the amount due as stated on the invoice within 14 (fourteen) days of the date the invoice is issued by DSV. For tax purposes, it is considered that the issuance and delivery to the Customer of a corrective invoice reducing the VAT taxable base (in minus), issued as a result of an error on the part of DSV, constitutes documentation of the establishment of the new terms and conditions of sale and satisfies the requirements referred to in Article 29a(13) and Article 86(19a) of the VAT Act. This confirms that the conditions for reducing the VAT tax base have been met as of the date the corrective invoice was issued. The absence of any objection to the content of the supplied corrective invoice shall be deemed to be its acceptance and confirmation by the Customer that it has become aware of the reduction in the VAT taxable base.
23. In the event of late payment for the Services, DSV has the right to claim statutory interest for the resulting delay and is entitled to charge the Customer the costs of collecting such amounts. If no provisions regarding late payment interest apply, DSV has the right to charge the Customer contractual interest at a rate of 2% (two percent) per month from the date on which the payment for the overdue amount became due.
24. In addition, DSV has the right to charge the Customer a fee for debt collection activities in accordance with the provisions of the Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions. The amount of interest and the fee for debt collection activities must comply with applicable law.
25. Unless otherwise agreed by the parties, the Prices are valid for 3 (three) months from the date the agreement is signed or the Offer is submitted by DSV. DSV reserves the right to revise its prices and may notify the Customer of any changes in fees.

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26. DSV reserves the right to verify the conformity of the declarations provided to it by the Customer and included in the Offer to the Customer with the facts, taking into account the data contained in DSV's information systems. In the event that DSV identifies material discrepancies between the facts and the declarations provided by the Customer, DSV has the right to unilaterally verify the prices declared in the Offer or the Agreement that were prepared on the basis of such declarations. Furthermore, in the event of a change in the parameters of the shipment or the structure of the goods, the prices for the Services may also change. A change to the price or other terms of the Offer of the Agreement pursuant to the provisions of this clause shall be made automatically by unilateral declaration by DSV and shall not require the consent of the Customer in order to be valid, provided that such change shall take effect 7 days after the date of service on the Customer of documentary notification to DSV of the change to the price or other terms of the Offer or the Agreement pursuant to this clause of the General Terms and Conditions.
27. DSV reserves the right to automatically adjust the Prices for the Services provided in the event of changes in external costs affecting the costs of performing such services, including, but not limited to, fuel, ferry, bridge, and tunnel tolls, taxes, and all types of road tolls imposed on carriers (regardless of their form), and, in particular, effective from 1 July 2011, the prices for DSV's services will increase due to the entry into force of new tolls introduced pursuant to the regulation of the Council of Ministers of 22 March 2011, on national roads or sections thereof on which electronic tolls are collected, and the rates of such electronic tolls (Journal of Laws of 2011, No. 80, item 433, as amended) and in connection with the introduction of new fees payable to highway concessionaires. Prices for services provided by DSV will be automatically increased (without the need to obtain the Customer's consent) as of the effective date of legal provisions introducing new taxes, toll charges, or fees for ferry, bridge, and tunnel crossings, or as of the date of an increase in existing taxes, toll charges, and fees for ferry, bridge, and tunnel crossings.
28. DSV reserves the right to unilaterally change the prices specified in the Offer or in the Agreement in the event of a change in market conditions (e.g., prices of services, costs of their provision, availability of rolling stock, etc.) relating to the performance of the Services to which these prices relate. Any change in prices pursuant to this paragraph shall be made automatically on the basis of a unilateral statement of DSV and shall not require the consent of the Customer in order to be valid, provided that such change shall become effective 30 days after the date of delivery to the Customer of DSV's notice in documentary notice form of the change in the price pursuant to this clause of the General Terms and Conditions.
29. In the event of early termination of an Order or Agreement for any reason, all invoices previously issued by DSV become automatically due on the date the notice of termination was given.
30. DSV reserves the right to have an external debt collection company monitor the economic situation and events concerning the Customer and payments to DSV in order to ensure optimum conditions for the performance of the cooperation.
31. DSV may grant individual Customers a credit limit. The amount of the credit limit granted depends on the client's financial situation and the form of collateral proposed by the client. DSV reserves the right to withhold further Services to a Customer when the current balance in the Customer's Account exceeds the credit limit granted to the Customer by DSV.
32. Repeated (defined as more than two (2) occurrences in a period of six (6) consecutive months) failure by the Customer or any payment agency acting on the Customer's behalf to make payment for Services performed by DSV or its Affiliates within the payment period specified above may, at DSV's discretion, result in the immediate revocation of the credit limit and any further Services will be provided subject to payment on delivery.
33. No objection by the Customer to an invoice submitted by DSV or its Affiliates shall relieve the Customer, or any paying agency acting on behalf of the Customer, of its obligation to timely release or make payment for the Services performed, or limit the ability of DSV or its Affiliates to immediately revoke its credit limit, with the result that any further Services shall be performed subject to payment on delivery.
34. DSV and/or its Affiliates shall be entitled to enforce a lien on the Goods and any related documents for any amount owed to it/them, at any time, from the Customer, including the costs of recovery, and may enforce the lien in any reasonable manner, including the sale or disposal of the Goods. The aforementioned right of lien shall be extended to cover not only the specific transport or service to which the non-payment relates, but also any existing at any time commercial obligations/receivables to DSV and/or its Affiliates.
35. DSV or its Affiliate reserves the right to provide debtor's insurance ("**Debt Insurance**") to the Customer or its Affiliates to secure debts that the Customer and/or its Affiliates may generate in connection with Services that DSV or its Affiliates may provide pursuant to an Order or Agreement. If the Debt Insurance is rejected or cancelled due to the Customer's circumstances and the Customer delays payment of due invoices, DSV has the right to place a lien on the Goods in transit. DSV may release the Goods from the lien if the Customer provides DSV with an appropriate payment guarantee.
36. It is specifically decided that in the event that: (i) the company providing the Debt Insurance rejects or cancels or in any way reduces the Debt Insurance cover relating to the Customer or its Affiliates, for whatever reason, or (ii) DSV or its Affiliates, in its sole discretion, determine that the creditworthiness of the Customer or its Affiliates is insufficient, DSV or its Affiliates reserve the right to:
 - a) renegotiate the entire agreement,
 - b) require the Customer or its Affiliates to provide adequate security to meet the reasonable expectations of DSV or its Affiliates, such as a bank guarantee issued by a recognised bank for an amount determined at the sole discretion of DSV and/or its Affiliates; or
 - c) terminate the Agreement with immediate effect, subject to the sole discretion of DSV and/or its Affiliates.
37. If the Customer, acting in its capacity as a parent company, enters into the Agreement or subsequently becomes a parent company, the Customer will be jointly and severally liable with those of its Affiliates who at any time incur any indebtedness to DSV or its Affiliates in connection with the Services that it and/or its Affiliates may perform for them, under these General Terms and Conditions and other agreements. However, such joint and several obligations shall not apply to the extent and for so long as any Debt Insurance cover shall remain full, unlimited and unlimited and shall not be rejected, cancelled or limited by the company providing the Debt Insurance in respect of any particular Affiliate.

§17. Warehousing services

1. DSV is also a logistics provider that offers professional warehousing services for its Customers' goods.
2. All goods stored in DSV warehouses remain the property of the Customer. The Customer is required to maintain an all-risk property insurance policy for an amount equal to the maximum value of the goods stored in DSV's warehouses. The Customer is required to provide DSV with a certificate confirming such insurance coverage and the General Insurance Terms and Conditions.
3. Upon the first delivery of the Goods to a DSV warehouse, the Customer is required to provide DSV with all logistics data regarding the Goods, such as packaging structure, storage conditions, product codes, and trade names, as well as any additional information necessary for the proper performance of the Services.
4. Orders with a 24-hour delivery date must be submitted to DSV by 2:00 p.m. on the day before the order is to be fulfilled. DSV reserves the right to treat orders submitted after 2:00 p.m. as orders submitted on the following day.
5. By 4:00 p.m., the Customer is required to send DSV a list of all order numbers submitted that day. DSV will verify that the submitted list matches the received orders.
6. Deliveries of goods to DSV warehouses are accepted from 8:00 a.m. to 4:00 p.m., Monday through Friday. DSV reserves the right to postpone unloading until the following day if a truck arrives after 4:00 p.m.
7. The Customer is responsible for properly labelling and packaging the goods delivered to DSV's warehouses.
8. Deliveries of goods are accepted on EUR pallets or other certified pallets that comply with the PN-M-78216 (UIC 435-2) standard.
9. For container shipments (bulk shipments), the goods are unloaded and palletized on EUR pallets for an additional fee.

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10. If the Agreement between the Customer and DSV includes the management of the Customer's pallets, the settlement of EUR pallets with the Customer is conducted on a monthly basis according to the following formula: Balance = (pallets received from the Customer – pallets issued from the warehouse + pallets collected from consignees). The balance with the Customer is reduced by a pallet wear factor of 14.3%, which is calculated based on the number of pallets collected from consignees. Detailed rules governing the use of EUR pallets may be specified by the Parties in a separate agreement.
11. DSV is not responsible for pallets not returned by consignees upon delivery or for collecting pallets from the consignees of the goods.
12. Unless otherwise agreed between DSV and the Customer, the goods are stored on shelves or in stacks, depending on the type of goods. The standard storage conditions for the goods are a temperature between 5 and 30 degrees Celsius and humidity up to 75%.
13. DSV's warehouses are open from 10:00 p.m. on Sunday through 10:00 p.m. on Friday. If services need to be provided outside standard business hours or on public holidays, DSV will charge an additional fee agreed upon with the Customer.
14. If the Customer uses the services of a provider other than DSV for deliveries and pick-ups, the administrative costs incurred by DSV in connection therewith - including, but not limited to, IT support, documentation, etc. - shall be charged to the Customer.
15. DSV may transfer the goods stored on behalf of the Customer to another location that is within a reasonable distance from the current warehouse. If DSV relocates the goods on its own initiative, DSV may not charge the Customer for any costs associated with such relocation.
16. DSV will be required to comply with the obligations set forth in the Offer or the Agreement regarding the quality of the Warehousing Services provided or the timeliness of their provision, provided that daily fluctuations in the Customer's activity fall within a range of +/- 15% of the average daily demand for personnel, equipment, and warehouse space specified in the Offer or the Agreement. In the event that the aforementioned levels are exceeded, both Parties agree to find an acceptable solution with regard to both organizational and financial matters.

§18. Customs Services

DSV provides customs services exclusively through direct representation and in accordance with the terms and conditions set forth in the General Terms and Conditions for the Provision of Customs Services, the current version of which is available on the website www.dsv.com/pl-pl/.

§19. Freight Forwarding Services

DSV provides freight forwarding services in accordance with these General Terms and Conditions and in accordance with the General Polish Forwarding Rules (OPWS). The General Polish Forwarding Rules apply to Freight Forwarding Services to the extent not covered by these General Terms and Conditions.

§20. Insurance

1. DSV holds Freight Forwarder, Carrier, and Logistics Operator Liability Insurance covering the liability specified in applicable laws and in these General Terms and Conditions.
2. Unless otherwise agreed in writing, DSV does not enter into a Cargo Insurance agreement for Goods that are transported, handled, or stored. Due to DSV's limited liability, as provided for in § 22 of these General Terms and Conditions, DSV recommends that Customers purchase cargo insurance to protect the goods during transport, handling, or storage.

§21. Export controls.

1. The Customer is required to ensure that the goods may be legally exported to or imported from territories subject to export or import control regulations. The export, import and re-export of goods and the provision of services may be subject to laws and regulations enacted by authorised authorities ('Trade Restrictions'), which may, inter alia, include EU and US export laws and regulations. Each party represents and warrants that, under this Agreement, it shall act in accordance with the Trade Restrictions applicable to it, which may include, but are not limited to, sanctions requirements, anti-boycott laws and screening of parties in export, customs, import and domestic activities.
2. The Customer is also required to monitor the List of Entities Subject to Embargoes with respect to the parties to its commercial transactions and must ensure that the goods are not subject to any prohibitions, embargoes, or other legal restrictions on trade. DSV has the right to refuse to perform the Service for reasons related to export controls if DSV has reasonable grounds to believe that: (i) the region, area, or country to which the goods are to be shipped is subject to an embargo or restrictions, (ii) the goods are prohibited from being traded, or the parties to the transaction are entities with which trade is prohibited or excluded.
3. The Customer shall reimburse DSV for all export inspection costs, fees, penalties, fines, and legal fees incurred during the performance of the Services and resulting from the Customer's negligence or wilful misconduct. The Customer's obligation to pay damages does not apply in cases where DSV fails to properly fulfil its obligations regarding the export procedure previously agreed upon with the Customer.
4. DSV is not liable for delays resulting from checks conducted by DSV to detect possible violations of export control regulations.
5. The Client shall be responsible for determining whether the services provided are subject to Trade Restrictions and shall obtain the required licences, consents, permits or relevant exemptions and deliver them to DSV together with the relevant information. DSV shall be entitled to verify in advance the conformity with the Commercial Restrictions of the information provided by the Client and shall be entitled to request supplementary information.
6. DSV reserves the right to refuse the services provided, relieving it of any responsibility, if trade restrictions on the services provided apply or new ones arise, or have been reassessed or amended. DSV also reserves the right to refuse the services provided if the Client does not provide information or confirmation from which it is unequivocally evident that the goods subject to trade restrictions are authorised for export, or no export authorisation is required or has already been obtained.
7. The Client declares that it is aware that DSV is not obliged to and will not provide services in connection with goods used for internal repression, ITAR goods or military goods and warrants that it will not hand over such goods to DSV in the performance of services.
8. The Client declares that it has no relationship with any person or entity with which transactions are prohibited under the applicable national or international laws in Poland, nor is it on the list of entities with which transactions are prohibited under such laws. If it is established that the above declaration is not true or that there are grounds for such an assertion, DSV is entitled to immediately terminate the cooperation with the Client without incurring any compensation consequences.

§22. Liability

1. Transport Services: DSV as a freight forwarder shall contractually assume the rights and obligations of the carrier and shall be liable for non-performance or improper performance solely under the terms and conditions of the Transport Law of the CMR Convention for carriers, unless otherwise stipulated in these General Terms and Conditions.

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- 1.1. DSV's liability arising from the performance or improper performance of an international transport service - including liability for loss, shortage, or damage to the Goods, as well as for the untimely performance of an international transport service - is determined in accordance with the provisions of the CMR Convention.
- 1.2. The scope of DSV's liability arising from the performance or improper performance of a domestic Transport Service, including liability for loss, damage to, or loss of, the Goods, and for late performance of the domestic Transport Service, is determined in accordance with the provisions of the Transport Law, provided that DSV's liability is limited in each instance to 25 euros per kilogram of lost or damaged Goods, and DSV's maximum absolute liability is limited to EUR 100,000 per single claim or series of claims arising from a single incident. The limitations on the amount of compensation provided for in this paragraph do not apply if the damage resulted from wilful misconduct or gross negligence on the part of DSV.
2. **Warehousing services:** DSV is liable for damages resulting from the loss of or damage to stored goods from the time they are received at DSV's warehouses until they are released to the person authorized to receive them. DSV's liability for goods entrusted to it for storage is limited to SDR 20 per kilogram of lost or damaged Goods, and the maximum absolute amount of DSV's liability in such a case is limited to EUR 250,000 per incident. Notwithstanding the foregoing provisions, DSV shall not be liable for any loss, shortage, or damage to the goods, or for any delay or failure to perform the Warehousing Service, resulting from one or more of the following circumstances:
- the acts or omissions of the Customer, the Owner of the goods or a third party acting on their behalf;
 - acting in accordance with the instructions provided to DSV by the Customer, the Owner of the goods, or a third party acting on their behalf,
 - improper packaging or labelling of the Goods, except where such actions were performed by DSV,
 - the handling, loading, stowage or unloading of the goods by the Customer, the Owner of the goods, or third parties acting on their behalf,
 - any latent defect in the Goods, or any natural loss of mass or weight, or any natural deterioration of the Goods not caused by any act on the part of DSV,
 - riots, civil unrest, strikes, blockades, or the suspension or cessation of work for any reason,
 - fire, flood, storm, explosion or theft,
 - events of force majeure,
 - situations where shortages or damage to the goods were already present in the originally packed and unopened bulk packaging, provided that, immediately after opening the bulk packaging and discovering the shortages or damage, DSV notifies the Customer in writing, setting out the details, and the loss is not the result of any act or omission on the part of DSV.
3. **Freight Forwarding and Courier Services:** The extent of DSV's liability arising from the performance or improper performance of Freight Forwarding Services or Courier Services is determined in accordance with the provisions of Article 799 of the Civil Code, subject to the proviso that DSV's liability for the loss of or damage to goods is always limited to SDR 2.00 per kilogram of lost or damaged goods, and the maximum absolute amount is SDR 100,000 per single incident or series of incidents. In the event of a delay in the provision of the Freight Forwarding Service or Courier Service, DSV's liability in this respect shall be limited to the amount of the price for the Freight Forwarding Service or Courier Service. Furthermore, DSV's liability arising from the provision of a Freight Forwarding Service or a Courier Service is limited to the limits of liability applicable to DSV's subcontractor under the agreement between DSV and that subcontractor, as well as under applicable laws, statutes or regulations, and DSV's liability shall not exceed the amount received by DSV from that subcontractor.
4. **Consultancy Services and Additional Services:** with regard to Consultancy Services and Additional Services, DSV's liability is limited to the amount of the fee paid by the Client.
5. Neither Party shall be liable for indirect damages or lost profits suffered by the other Party by reason of tort, negligence, breach of statutory duty, failure to perform or improper performance of the Order or the Agreement, and including any loss of reputation or goodwill.
6. In the event of withdrawal from the Agreement/Order by the customer for reasons attributable to DSV or in the event of withdrawal from the Agreement/Order by DSV for reasons not attributable to the customer, DSV's liability to the customer, who is not a consumer within the meaning of the Civil Code, for damage caused by DSV's non-performance of the Agreement or Order shall be excluded. The above limitations of DSV's liability shall not apply in the event that DSV causes a loss through wilful misconduct.
7. The scope of DSV's liability in respect of:
- failure to provide the Service or
 - failure to perform the Warehousing or Freight Forwarding Service in a timely manner, or
 - improper performance of the Service in any respect other than that relating to the loss, shortage or damage to the goods,
- is always limited, in relation to a Customer who is not a consumer within the meaning of the Civil Code, to the amount of remuneration to which DSV would be entitled from the customer had such a Service been performed in accordance with the agreement or the Order. The limitation of DSV's liability set out in this section shall not apply where DSV has intentionally caused a loss to the customer.
8. In the case of all other losses, damages or claims, including to the extent that the Services are not governed by international conventions or statutory provisions, or form part of a multimodal consignment, and it cannot be determined during which mode of transport the loss, damage or delay in the performance of the Service, DSV's liability for Services such as, but not limited to, Transport Services, Warehousing Services, Customs Services, COD Services, Advisory Services or Freight Forwarding Services shall be as follows:
- In the event of loss or damage or a claim relating to the goods or other property, liability shall be limited to the lesser of the following amounts: EUR 3 per kilogram of gross weight of goods or property lost, damaged or in respect of which such claim is made; EUR 50,000 per occurrence or EUR 1,000,000 in aggregate for each calendar year;
 - in the event of delay or claims related to delay, subject to the provisions of these Terms and Conditions excluding DSV's liability for damages of this nature, up to the lesser of the following amounts: twice DSV's fees for the delayed service(s), if applicable, or EUR 5,000 per incident;
 - in the event of any other loss, damage or claim (including any error or negligence), to the lesser of the following amounts: EUR 5,000 per incident or EUR 10,000 in total for each calendar year.
9. DSV shall not be liable to the Customer for any failure to perform or any improper performance of the Service or the Agreement in the event of Force Majeure.
10. Any complaints relating to the non-performance or improper performance of the Transport Service, or to any delay, loss, damage or shortage of Goods, must be lodged with DSV in accordance with the terms and conditions set out in the **Complaints Procedure**.
11. DSV shall be liable for the consignment in the scope defined by the Transport Law, from the moment of acceptance for transport until the moment of delivery to the authorised Consignee, or, if it is not possible to release the consignment, it shall place the consignment at the disposal of the Client.
12. The Consignee may not inspect the contents of the consignment before acknowledging receipt, provided the packaging has not been tampered with.

§23. General Compensation

- DSV shall indemnify, exonerate and, at the Customer's request, defend the Customer, its representatives, directors and employees against any claims by third parties relating to the Service or the Agreement arising from DSV's negligence, gross negligence or wilful misconduct resulting in damage to a third party's property, personal injury or death. If the Customer wishes to exercise this right, the customer must immediately notify DSV of the claim.

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2. The Customer shall indemnify, exonerate and, at the DSV's request, defend DSV, its representatives, directors and employees against any claims by third parties relating to the Service or the Agreement arising from the Customer's negligence, gross negligence or wilful misconduct resulting in damage to a third party's property, personal injury or death. If DSV wishes to exercise this right, DSV must immediately notify the customer of the claim.
3. The provisions of sub-paragraphs 1 and 2 of this paragraph shall not apply to damage to or loss of the goods, or to the late performance of the Service.
4. Furthermore, the Customer and the Owner undertake to indemnify and hold DSV harmless against any liability, loss, damage, delay, costs and expenses arising from negligence or wilful misconduct on the part of the Customer and the Owner:
 - a) arising from the nature or latent defect of the goods, provided that these were not caused by negligence on the part of DSV;
 - b) arising from charges, taxes, duties, deposits or expenses imposed by the Authorities in respect of the goods and/or the container, and from any liabilities, charges, fines, costs, expenses, losses and damages incurred by DSV in connection therewith, provided that these were not caused by negligence on the part of DSV;
 - c) arising from DSV taking action in accordance with the Customer's or the Owner's instructions;
 - d) arising from a breach by the Customer or the Owner of the obligations set out in these General Terms and Conditions, or by any other person relying on advice or information provided by DSV solely for the Customer's benefit.
5. The Customer and the Owner shall be jointly and severally liable for any loss, damage, contamination or soiling (before, during or after the provision of the transport service) arising from negligence or wilful misconduct on the part of the Customer or the Owner, in respect of the property:
 - a) of DSV (including, amongst others, semi-trailers and containers);
 - B) DSV's contractors, subcontractors or representatives;
 - c) independent contractors engaged by DSV to perform part or all of the Services;
 - d) any person;
 - e) any vessel through the fault of the Customer or the Owner, or any other person acting on behalf of the aforementioned persons or for whom the Customer is liable.

§24 Obstacles

1. DSV shall use reasonable endeavours to perform and complete the agreed Services. If, at any time during the performance of the Services, any obstacles, risks or delays arise that are beyond the control of DSV or its subcontractors, DSV shall not be liable for any resulting losses, damage or delays in the performance of the Services.
2. Any delays or failures in the provision of the Services resulting from the occurrence of the obstacles referred to above shall not constitute a breach of the Order or the Agreement.
3. If the obstacle lasts for more than 30 (thirty) consecutive calendar days, the customer or DSV may, in writing, terminate the specific Order affected by the obstacle.

§25 Additional assurances from DSV

1. DSV has an Integrated Quality, Health and Safety and Environmental Management System that complies with the requirements of: ISO 9001, ISO 14001, ISO 45001, ISO/IEC 27001, ISO22000, TAPA FSR and the Act of 29 November 2000 on foreign trade in goods, technologies and services of strategic importance for state security, and for the maintenance of international peace and security (i.e., Journal of Laws 2013, item 194) (WSK - Internal Control System).
2. The transport of consignments containing food products is governed by the **Standard Terms and Conditions for Food Logistics and Transport Services at DSV Road sp. z o.o.**, published on the website www.dsv.com/pl-pl/. These General Terms and Conditions apply to matters not covered by the Standard Terms and Conditions for Food Logistics and Transport Services of DSV Road sp. z o.o.
3. If DSV undertakes to transport a consignment as defined in the Act of 9 March 2017 on the monitoring system for the carriage of goods by road together with implementing acts or the legal act that replaces the aforementioned legal acts (hereinafter referred to as the '**SENT Act**'), the Client undertakes to comply with the provisions of the Act and the applicable DSV's '**Rules of Handling Consignments subject to the Road Transport and Rail Transport Monitoring System Act**', available on website www.dsv.com/pl-pl/, which are an integral part of these General Terms and Conditions.
4. The Customer declares that they are aware that the use of the exemption from the road and rail monitoring system for specific goods, as provided for in the SENT Act or in the regulation of the Minister of Finance on goods whose transport is subject to the road transport and rail transport monitoring system for the transport of goods and the trade in heating fuels of 25 April 2022 (Journal of Laws of 2022, item 898, as amended) (hereinafter referred to as the "SENT Act") is at their sole risk and responsibility. In the event that any administrative penalties, sanctions or other financial liabilities are imposed on DSV, a DSV subcontractor or the Customer arising from the incorrect application of the exemption of specific goods from the road and rail monitoring system, failure to submit a declaration, errors in the declaration or failure to fulfil the obligations set out in the SENT Act, the Customer undertakes to fully and promptly reimburse the Service Provider (or its subcontractor) for any penalties imposed on the Service Provider (or its subcontractor) and any related costs incurred. The Customer bears full responsibility for ensuring that the actions taken comply with applicable legislation and that the data submitted to the monitoring system is accurate.
5. By placing and accepting an Order or concluding an agreement in another form, DSV and the Client conclude a personal data processing agreement for a period of time corresponding to the period of cooperation, under the terms and conditions specified in the Rules of Personal Data Processing between DSV and the Client, available on the DSV website www.dsv.com/pl-pl/, which form an integral part of these General Terms and Conditions.

§26. Sending commercial information

1. The Client consents to receive commercial information from DSV by post or electronic mail to the address or addresses used by the Client for business purposes. The Client consents to inclusion of its mailing addresses, including e-mail addresses, in the DSV database and consents to the utilization of those addresses for direct marketing of DSV products or services.
2. The Client is entitled to rescind its consent to receive commercial information by sending an appropriate written notice to DSV's address: DSV Road sp. z o.o., Duchnice, ul. Ożarowska 40/42, 05-850 Ożarów Mazowiecki.

§27. Amendments to the General Terms and Conditions

1. DSV is entitled to amend these General Terms and Conditions, including their appendices, or to issue new General Terms and Conditions at any time. This may be motivated, in particular, by changes in the scope or organisation of the services provided, changes in the costs of providing the services or changes in the applicable legislation.
2. The Client assures that it will have permanent access to the Internet during the period of its co-operation with DSV and agrees that it will find out about the current contents of these General Terms and Conditions, including the appendices thereto, by itself from the information provided on the website www.dsv.com/pl-pl/. DSV undertakes to always include binding notices on the aforementioned website of the date on which changes

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to the General Terms and Conditions take effect, and any information sent to the Client in writing or by e-mail will be of a supplementary nature only. The Client undertakes to familiarise itself with the current contents of the General Terms and Conditions, including the appendices thereto, before placing the order.

3. The current version of the General Terms and Conditions is also available at the Management Board Office and Branches of DSV.
4. In the event of the occurrence of an epidemic emergency or a state of epidemics as well as the passing of legal measures by the competent authorities in connection with the occurrence of an epidemic emergency or a state of epidemics, if the occurrence of the aforementioned emergency events may endanger or threaten such values as the health or human life of DSV clients, DSV's personnel or DSV's subcontractors, or may lead, or does lead, to the loss of continuity of DSV's services - DSV may temporarily modify the manner in which it provides the services specified in these General Terms and Conditions to the manner in which the Consignment is received from the Consignor, the transfer of the Consignment to the Consignee, the time limits for the transfer of the consignments.
5. The situations referred to in clause 4 above shall include in particular:
 - a. identification at a branch or facility of DSV or its Subcontractor (including the driver assigned to that branch) of a virus infection, the occurrence of which is the cause of an epidemic risk or an epidemic state, necessitating a temporary shutdown of part or all of that facility until quarantine of that facility or the personnel operating it has been completed,
 - b. an obligation imposed on DSV or DSV's Subcontractor by state authorities to behave in a certain way in connection with an epidemic emergency or a state of epidemics, including in particular an order to provide certain services or a ban on providing them, which affects the ability to perform transport activities by DSV or DSV's Subcontractor,
 - c. the issuance by government authorities, in connection with an epidemic emergency or a state of epidemics, of regulations modifying the transport regulations, including the Transport Law, in such a way as to affect the principles of DSV's provision of services as set out in these General Terms and Conditions,
 - d. determination by entities with nationwide authority in the field of epidemic knowledge (including state sanitary inspections or specialist research units) that certain activities or behaviours undertaken by DSV or DSV's Subcontractors in connection with the performance of their obligations under these General Terms and Conditions pose a risk of infection with the virus or spread of the virus (the occurrence of which is the reason for the epidemic emergency or the state of epidemics).
 - e. the occurrence - if DSV or DSV's Subcontractor performs activities specified in these General Terms and Conditions - of factors that increase the risk of contracting a disease as a result of contracting a virus (the occurrence of which is the cause of an epidemic threat or a state of epidemics), in particular direct contact in close proximity with members of the public, or the circulation of members of the public's movable property (including cash), with the exception of Consignments,
 - f. determination that the situations described in clause 5a above occur at the Consignor's or Consignee's locations or at DSV's or DSV's Subcontractor's branches.
6. DSV shall inform the Client without delay, but no later than 2 days after the circumstances referred to in clause 4 above have come to its attention, of its intention to modify the service provision.
7. The modification referred to in clause 4 above may not last longer than the duration of the hazards referred to in clause 4 above (including the duration of quarantine and any other action required by law in the event of such hazards) or the duration of the provisions referred to in clause 5c above, and only in the territorial area of their occurrence.
8. If the basis for the modifications referred to in clause 4 above is not explicitly an act issued by the state authorities in connection with the occurrence of the events referred to in clause 4 above, the modification of the provision of services must be proportionate to the event in question, its territorial scope, and the degree of threat to the values or interests referred to in clause 4 above.

§28. Information clause on personal data

According to 13 sec. 1 and sec. 2 of the Regulation of the European Parliament and the Council (EC) no. 2016/679 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 no. 95/46/EC (General Data Protection Regulation), DSV Road sp. z o.o. hereby informs that:

1. the Data Controller of the personal data obtained from the Client within the meaning of Articles 13 and 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (GDPR) is DSV Road sp. z o.o. with its registered office in Duchnice, ul. Ożarowska 40/42, 05-850 Ożarów Mazowiecki.
2. Compliance with the data protection policies at DSV Road sp. z o.o. is supervised by a designated Data Protection Officer, who can be contacted at the following e-mail address: Road.Rodo@pl.dsv.com, phone: + 48 22 739 23 00.
3. The Client's personal data will be processed for the following purposes and on the following legal bases:

Purpose of data processing	Legal basis for data processing
Conclusion and execution of the order/collaboration agreement between the Client and the Data Controller	Article 6(1)(b) of the GDPR (processing is necessary for the performance of an agreement to which the data subject is a party)
Processing complaints	Article 6(1)(b) of the GDPR (performance of an agreement)
Contacting the Client in order to survey the level of satisfaction among Data Controller's clients	Article 6(1)(c) of the GDPR (legal obligation)
Pursuing claims and taking action in connection with the debt recovery process	Article 6(1)(f) of the GDPR (legitimate interest - building a positive corporate image)
Direct marketing (sending commercial information) including profiling,	Article 6(1)(f) of the GDPR (legitimate interest - asserting claims, taking action of a debt collection nature)
	Article 6(1)(f) of the GDPR (legitimate interest - promotion of goods and services offered by the Data Controller)

4. The source of the personal data is the Client from whom the personal data was obtained, in particular in the case of persons representing the Client and contact persons.
5. Personal data was obtained from the source indicated in the clause above in the following respect: name, position, contact details.
6. The recipients of the Client's personal data will be companies providing transport and loading services, postal services, customs agencies, consignees, companies providing document and media destruction services, companies providing document resource management and storage services, companies providing legal and tax services and debt collection services, and companies providing accounting services.
7. The Client's personal data may be transferred to third countries (i.e., countries outside the European Economic Area) to which DSV delivers consignments, if the transfer is necessary for the execution of the agreement between you and DSV Road Sp. z o.o. (Article 49(1)(b) of the General Data Protection Regulation).
8. The storage period for the Client's personal data collected by DSV Road Sp. z o.o., depends on the purpose for which the data is collected, in accordance with the following criteria:

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- a. the period of execution of the cooperation agreement - in the case of data processing for the purpose of concluding and executing a commission/cooperation agreement,
 - b. the period of time necessary to consider the complaint submitted - in the case of data processing to handle the complaint process,
 - c. until such time as the dispute is resolved / the parties have settled their obligations, taking into account the relevant limitation periods for claims - in the case of data processing for the purpose of pursuing claims and taking debt recovery actions,
 - d. until the Client raises an objection - in the case of data processing for the purpose of Data Controller's customer satisfaction surveys and direct marketing (sending commercial information),
 - e. after the periods indicated under items a) - d) - for the period during which the law prescribes the retention of the data or for the period of limitation of possible claims.
9. The Client has the following rights in relation to the processing of personal data:
- a. The right to request the Data Controller to access, rectify, restrict the processing of the Client's personal data,
 - b. the right to data portability in the case of data processing for the conclusion and performance of a cooperation agreement and the processing of complaints,
 - c. the right to object when data is processed for satisfaction surveys and direct marketing (sending commercial information), including profiling,
 - d. the right to lodge a complaint with a supervisory authority (the President of the Office for the Protection of Personal Data) in case of suspicion that the processing of the Client's personal data violates the provisions of the General Data Protection Regulation.
10. Providing personal data by the Client is a condition for the conclusion of the agreement. The consequence of failing to provide data will be the inability to establish or continue cooperation between the Client and the Data Controller. The provision of data for the other purposes indicated in clause 3 is voluntary, but necessary for their fulfilment.
11. The Client undertakes to comply with the information obligations towards persons whose personal data are processed in connection with the commencement of cooperation, and in particular undertakes to make the persons designated to commence and carry out the order/agreement familiar with this clause.
12. The Customer and DSV, as parties to the Service Agreement, act as individual controllers of personal data in connection with the processing of personal data, which processing takes place for the purpose necessary for the performance of the obligations under the Agreement.

§29. Final provisions

1. The following documents form an integral part of these General Terms and Conditions:
 - 1) Price lists:
 - a) Freight Table (DT),
 - b) Table of Additional Fees and Services for Domestic Transport (DT)
 - c) Table of Additional Fees and Services for International Transport (IT)
 - 2) Schedule of Deliveries;
 - 3) DSV rules on packaging standards for palletised and non-palletised groupage shipments;
 - 4) Terms and Conditions for the Logistics Handling of Dangerous Goods in Domestic and International Traffic at DSV Road sp. z o.o.;
 - 5) Standard Terms and Conditions for Food Logistics and Transport Services at DSV Road sp. z o.o.;
 - 6) Rules for the Handling of Consignments Subject to the Act on the Monitoring System for Carriage of Goods by Road and Rail;
 - 7) Rules for personal data processing;
 - 8) DSV's consignment parameter verification process;
 - 9) DSV Code of Conduct;
 - 10) Code of Conduct for DSV Suppliers;
 - 11) Complaints Procedure.
 - 12) General Terms and Conditions for the Provision of Customs Agency Services by DSV Road Sp. z o.o.
2. The provisions of paragraph 27 shall apply mutatis mutandis to the documents listed in subparagraph 1 of this paragraph.
3. These General Terms and Conditions shall apply to the services provided by DSV and any deviations therefrom shall require written form for their validity.
4. Any disputes arising in connection with the conclusion and performance of DSV's services shall be settled by the ordinary courts with jurisdiction over DSV's registered office.
5. These General Terms and Conditions and the documents referred to in clause 1 attached to them do not constitute an offer within the meaning of the Civil Code.
6. With regard to the conclusion of agreements with DSV pursuant to these General Terms and Conditions, the provisions of Article 66¹ § 1 - 3 of the Civil Code shall not apply.
7. The documents specified in clause 1, in particular the Price Lists and the Rules for Calculation of the Fuel Adjustment, which were in force prior to the date specified in the introduction to these General Terms and Conditions, shall remain unchanged and shall continue to apply in their current wording unless DSV modifies them pursuant to § 27(1) of these General Terms and Conditions.

DSV Air & Sea sp. z o.o. with its registered office in Duchnice,
address: ul. Ożarowska 40/42, 05-850 Ożarów Mazowiecki

www.dsv.com/pl-pl/

TAMÁS PÉCHY
President of the Management Board
DSV Road Sp. z o.o.

FILIP CZERWIŃSKI
Member of the Management Board
DSV Road Sp. z o.o.