

Document Title					Strona 1 z 4
Terms and Conditions of Logistics Service of Dangerous Goods in Domestic and International Freight at DSV Road Sp. z o. o					
Document Type	Document Category	Document Number	Issue	Effective Date	
Ogólne Wymagania	Ogólny	OW_O_ADR_001	001	2026-09-01	

TERMS AND CONDITIONS OF LOGISTICS SERVICE OF DANGEROUS GOODS IN DOMESTIC AND INTERNATIONAL FREIGHT AT DSV

1. General Terms of Logistics Service of Dangerous Goods Provided by DSV

DSV's guidelines for the logistics handling of dangerous goods have been drawn up in accordance with the applicable provisions of the Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), drawn up in Geneva on 30 September 1957, together with the amended texts of Appendices A and B to that agreement and the Act of 19 August 2011 on the transport of dangerous goods by road (Journal of Laws of 2018, No. 169, as subsequently amended).

We accept for carriage only consignments containing dangerous goods authorised for carriage by DSV (a list of dangerous goods not permitted for carriage by DSV is set out in clause 4 of this document). Submission of an order containing material not permitted for carriage by DSV shall result in the termination of our business relationship with the consignor. DSV does not transport dangerous goods in bulk, in tank containers, in tanker lorries, in cylinder bundles or in MEGCs (multi-element gas containers). The logistics handling of dangerous goods is carried out by appropriately trained drivers and staff, using suitably equipped and marked vehicles.

Consignments containing dangerous goods are subject to special supervision at DSV, and their transport and storage are governed by the requirements set out in the procedures of the Integrated Management System in accordance with ISO standards.

Adherence to established procedures is intended to prevent damage to or loss of consignments, to protect human life and health and the environment, and to protect other consignments and vehicles from damage.

For the carriage of materials that require special vehicles or procedures (e.g., damaged batteries, etc.), the terms and conditions shall be agreed on a case-by-case basis.

2. Goods excluded from the service

Dangerous goods and items that do not comply with ADR requirements are excluded from carriage.

Also excluded from carriage are dangerous goods listed in the ADR regulations as not authorised for transport, and those listed in national regulations as prohibited from use, manufacture, placing on the market and transport within Poland.

Additionally, DSV does not carry the following dangerous goods:

- class: 1. explosive, 6.2 infectious, 7 radioactive,
- Transport groups O and 1,
- self-reactive, self-heating, polymerising or requiring controlled temperature conditions, of classes 4.1, 4.2, 4.3, 5.1 and 5.2, and organic peroxides of types B, C and D
- high-risk goods that are subject to special procedures set out in Chapter 1.10 of ADR,
- batteries and accumulators classified as critically damaged or as waste
- goods prohibited from road freight under the ADR regulations.

3. Pick-up of a consignment - obligations of the driver

The driver's obligations when picking up dangerous goods for carriage are set out in the ADR agreement and include, in particular:

- ensure that the goods intended for carriage are authorised for transport in accordance with the ADR
- ensure that the documentation provided by the consignor is complete, that the consignment is free from damage, cracks, leaks and defects, and that it is properly labelled,
- ensure that the load has been properly secured to prevent it from shifting whilst the vehicle is in motion,

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- where consignments are loaded by the consignor, ensure that the prohibitions on mixed loading have been observed and that the requirements regarding the separation of dangerous goods from food, other foodstuffs and animal feed have been met. In the event of a breach of any ADR requirements, the driver shall not accept the goods for carriage until the non-compliance has been rectified.

If, during transport, a breach of requirements is observed that may jeopardise safety, the carriage shall be halted, and further transport operations shall only be permitted once the observed breaches have been rectified.

Where it is not possible to rectify the identified breaches and it is determined that continued carriage poses a safety risk, or where the consignor fails to notify the carrier in good time of the hazardous properties of the goods being carried - the carrier is obliged to immediately unload, neutralise or destroy these goods, depending on the decisions taken by the relevant authority or emergency services. The above measures shall be carried out at the consignor's expense.

4. Pick-up of a consignment - obligations of the consignor and loader

The consignor of dangerous goods should only hand over for carriage those consignments which comply with the requirements of the ADR and these Conditions. In particular, the consignor is obliged to:

- ensure that dangerous goods are classified and authorised for carriage in accordance with the ADR
- provide the driver with information and, where necessary, the required shipping documents and accompanying documents (certificates, special declarations, etc.) essential for the proper transport of the goods; the consignor is responsible for the content of the shipping documentation and accompanying documents,
- use only packaging that is authorised and suitable for the carriage of the goods in question and bears the markings required by the ADR,
- comply with the requirements regarding the method of dispatch and shipping restrictions,
- check before dispatch that the packaging is not damaged,
- ensure prior to handover of the goods that the packaging is not damaged,
- when loading consignments, comply with the prohibitions on mixed loading and with the requirements regarding the separation of dangerous goods from food, other foodstuffs and animal feed.

5. Acceptance and processing of orders

Orders should be submitted to DSV in electronic form.

The order is documented in the manner accepted by DSV. The order must contain the following information (this also applies to goods transported under the terms of Section 3.4 of the ADR agreement):

- consignment details - UN number, correct transport name of the dangerous goods in accordance with ADR, label number(s), packing group, tunnel transport restriction code, packaging name in accordance with ADR, number of items, total quantity of dangerous goods expressed as gross/net weight or litres as appropriate, method of securing the consignment;
- consignor's details - company name, tax identification number (NIP), full address, first name and surname of the person placing the order, signature;
- consignee's details - company name, tax identification number (NIP), full address, telephone number.

The consignor is liable for the consequences of failing to provide the required information and for the accuracy of the data provided.

IMPORTANT: in accordance with Article 13(2) of the Act on the Transport of Dangerous Goods, please indicate in the "Transport Information - Comments" field in the "General Information" section the details of the entity that is the

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owner of the ADR dangerous goods at the time of handover for transport. Recommended wording: "Owner of the goods at the time of handover for transport - Consignor/Consignee/ or, in the case of another entity, its name and address". For each consignment transported under ADR conditions (including partial exemptions in accordance with Section 3.4), full details of the dangerous substance must be provided, i.e., the UN number, proper shipping name, label number(s), packing group, tunnel restriction code, ADR packaging designation, number of items, total quantity of dangerous goods expressed as gross/net weight or litres as appropriate; for goods transported under the conditions of Section 3.4, the LQ marker must also be provided.

Please note that DSV does not transport certain groups of dangerous goods, as listed in detail in clause 4.

DSV picks up the consignment at the point of dispatch and delivers it to the destination specified on the consignment note.

Should the consignor be notified of any obstacle to the provision of the service, they must immediately provide information regarding the further handling of the consignment, as well as the required details of the consignment and its contents.

6. Rules for setting service charges

The price for the transport of dangerous goods in domestic and international traffic is determined on the basis of the current Schedule of Charges and Additional Services.

7. Carriage of ADR consignments in quantities that are partially exempt from the ADR regulations, in quantities that are exempt from the ADR regulations, or of goods that are not dangerous

The conditions for the carriage of dangerous goods in quantities that partially exempt them from the provisions of the ADR are set out in the ADR agreement in sub-section 1.1.3.6 and in section 3.4.

The conditions for the carriage of dangerous goods in quantities exempting them from the provisions of the ADR are set out in detail in the ADR in Section 3.5 'Exempted Quantities' as well as in Chapter 1.1.3.4 of the ADR. Consignments meeting these conditions and properly labelled are treated as consignments not containing dangerous goods.

Where goods are not considered dangerous under the provisions of Part 2 of the ADR, the consignor may include this information on the transport document, e.g. 'Not a Class ... goods'. This information should be used in particular where the consignor considers that the consignment may be subject to inspection due to its chemical properties or because such goods are regarded as dangerous for other reasons.

8. Transport of batteries

Batteries and articles containing them, classified under the ADR agreement as UN 3090, UN 3091, UN 3480, UN 3481, UN 3551, UN 3552, UN 3556, UN 3557 or UN 3558 are subject to specific handling conditions in accordance with the standard in force at DSV. Detailed information regarding the standard's requirements for batteries is available from DSV staff; confirmation of having familiarised oneself with the standard is a prerequisite for the handling of goods covered by the requirements of this clause.

9. Emergencies involving dangerous goods

In the event of an emergency involving dangerous goods, DSV shall immediately contact the consignor to determine how to proceed with the consignment. If this is not possible, DSV shall act in accordance with the information contained in the transport documentation provided, taking into account the greatest risk that the dangerous goods may pose. In an emergency, DSV shall notify the relevant emergency services and follow their instructions. The entire response to an incident is governed by DSV's relevant internal regulations, procedures and instructions.

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10. Additional information

DSV reserves the right to refuse to process an order if the consignment note is not correctly completed or the transport documentation is incomplete, the consignment is not correctly packed, secured and labelled, or the packaging is leaking or incorrectly sealed.

DSV shall refuse to carry out an order if the consignment contains dangerous goods that are prohibited, not authorised for carriage or excluded from DSV's services.

The General Terms and Conditions of Service also apply to consignments containing dangerous goods.

11. Emergency contact numbers

We ask the consignor of dangerous goods to include on the waybill the names and telephone numbers of persons who, in the event of an emergency, can provide detailed information about the properties of the dangerous goods included in the consignment.