

Document Title					Strona 1 z 2
DSV Road sp. z o.o. rules for the Handling of Consignments Subject to the Act on the Monitoring System for Road and Rail Transport of Goods					
Document Type	Document Category	Document Number	Issue	Effective Date	
Ogólne Wymagania	Ogólny	OW_O_QRS_002	001	2026-09-01	

DSV Road sp. z o.o. rules for the Handling of Consignments Subject to the Act on the Monitoring System for Road and Rail Transport of Goods (hereinafter referred to as the 'Rules')

These Rules form an integral part of the General Terms and Conditions for the Provision of Services by DSV Road Sp. z o.o. (hereinafter referred to as the **"General Terms and Conditions"**).

Following the entry into force of the Act of 9 March 2017 on the Monitoring System for Road and Rail Transport of Goods and Trade in Heating Fuels (Journal of Laws of 2017, item 708, as amended) (hereinafter referred to as the **"Act"**), the Client declares that its is familiar with the provisions of the Act and undertakes to comply with them. In particular, the Client undertakes to comply with the following provisions:

1. The carriage of goods subject to the SENT monitoring system may be carried out for consignments within the domestic and international transport systems, under the direct delivery system and for general cargo transport.
2. The Client may submit to DSV an Order for the carriage of Goods subject to the road monitoring system under the Act (hereinafter referred to as the "Monitoring System") via the myDSV application. Should DSV accept an Order for the carriage of Goods subject to the Monitoring System, the Customer shall be liable to DSV for registering the carriage of such Goods in the register specified in the Monitoring Act (hereinafter referred to as the "Register") and, prior to the commencement of the Transport Service, shall be obliged to provide DSV with:
 - (i) the reference number (hereinafter referred to as the 'SENT reference number') and
 - (ii) the access key for the declaration intended for the carrier.
3. The Customer's obligation to declare the carriage of the Goods in the Register and to provide DSV with the SENT reference number together with the access key for the carrier shall not apply where the point of departure and the point of arrival of the Goods are not located within the territory of Poland (transit through Polish territory) - in such a case, the Customer is obliged to inform DSV that the Goods are subject to the Monitoring System and is obliged to provide DSV with all information concerning the Goods and necessary for declaring their transport in the Register, such as: the type of Goods, the CN or PKWiU [Polish Classification of Goods and Services] code, the quantity, and the gross weight or volume of the Goods (including the volume of individual collective packages).
4. The Client is obliged to provide DSV with information regarding the carriage of goods subject to the Act in good time to enable DSV to fulfil its obligations under the Act and its implementing regulations, taking into account the provisions set out in point 6 of the Rules.
5. The Client shall ensure that the reference number for the goods to be transported and the carrier code are included in the Order submitted by the Client to DSV and on the transport documents, including waybills.
6. The Client undertakes to:
 - a) provide, in the form and within the time limit adopted for the submission of orders, data concerning the carriage of goods as required by the Act and its implementing regulations, together with the reference number of the declaration and the key number assigned to the carrier;
 - b) in the event of an update to the data referred to in the first sentence of this clause, the Client is obliged to send the amended data to DSV no later than two hours before the goods are collected for carriage;
 - c) should the Client receive a request as referred to in Article 12a (1) of the Act, the Client is obliged to forward its contents together with the declaration reference number or confirmation of the data update in the register;
 - d) in the event of a change to the transport details, the Client is obliged to update the information without delay, in accordance with the provisions of the Act, and to notify DSV thereof;
 - e) should the Register required to generate the relevant reference number and access key be unavailable, the Customer is responsible for providing DSV, prior to the commencement of the carriage, with a document replacing the declaration, together with confirmation of the acceptance of that document by the competent authority.

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7. Should the aforementioned data be provided within a shorter timeframe than that specified in point 6 above of these Terms and Conditions and should any loss or damage arising from the carriage result therefrom, DSV shall not be liable for such loss or damage; furthermore, should a claim be made by any other entitled party, the Client shall indemnify DSV against any liability for such loss or damage.
8. If the Customer fails to provide DSV with the SENT reference number together with the carrier's access key, or a document replacing the declaration together with confirmation of its acceptance by the competent authority, provides false or incomplete information regarding the Goods, or submits an order to DSV for the carriage of Goods covered by the Monitoring System in a manner inconsistent with the rules set out above, DSV shall be entitled to:
 - i. refuse to perform the Transport Service,
 - ii. suspend the performance of the Transport Service,
 - iii. withdraw from the performance of the Transport Service.

In the event that DSV withdraws from performing the Transport Service, the Customer shall be obliged to pay the price agreed for its performance. In addition, the Customer shall reimburse DSV for any costs incurred by DSV in good faith and arising from the withdrawal from or suspension of the Transport Service.
9. The Customer declares that it is aware that the use of the exemption from the monitoring system for road and rail transport of goods, as provided for in the Act or in the regulation of the Minister of Finance on goods whose carriage is subject to the monitoring system for road and rail transport of goods and trade in heating fuels of 25 April 2022 (Journal of Laws of 2022, item 898, as amended) is at their sole risk and responsibility. In the event that any administrative penalties, sanctions or other financial liabilities are imposed on DSV, a subcontractor of DSV or the Customer arising from the incorrect application of the exemption of specific goods from the road and rail monitoring system, failure to declare, errors in the declaration or failure to fulfil the obligations set out in the Act, the Client undertakes to fully and promptly reimburse DSV (or its subcontractor) for any penalties imposed on DSV (or its subcontractor) and for 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.
10. In the event of loss or damage incurred by DSV (including any entity providing services on behalf of DSV) for reasons attributable to the Client as set out in clause 6 of these Terms, the Client shall be liable for any such loss or damage.
11. The Client, when submitting orders or information required under the Act to DSV in electronic form (including via e-mail), hereby declares that the information sent from the email address from which the order was dispatched is sent by persons authorised to make declarations on behalf of the Client to the extent required by the Act or for the performance of the agreement with DSV.
12. In the event of any loss or damage incurred by DSV or an entity cooperating with DSV, arising from the Client's failure to comply with the provisions of the Act or the agreement with DSV concerning the obligations arising from the Act, the Client shall be obliged to pay compensation (including penalties imposed in accordance with the provisions of the Act, forfeited deposits, parking charges, and penalties resulting from a delay in providing the reference number) in the amount of the charges incurred or any other loss suffered by the aforementioned affected parties.
13. In the event of non-performance or improper performance of the agreement by DSV, as a result of the Client's acts or omissions, and the occurrence of any damage related to the carriage arising therefrom, DSV shall not be liable for any such damage; and in the event of a claim being made by another entitled party (in particular by the consignee or another DSV client whose consignment was transported alongside the Client's consignment), the Client shall indemnify DSV against any liability for the damage incurred.
14. The Client warrants that, where an entity designated by the Client as the consignor acts as the consignor within the meaning of the Act, that entity shall fulfil all obligations arising from the Act and from the Client's agreement with DSV, including these general terms and conditions. The Client shall be liable for damages to DSV should DSV or any other party specified in these Terms and Conditions incur any liability (including damages) as a result of an act or omission by the party referred to in the first sentence of this clause.