


Title					Strona 1 z 10
General Terms and Conditions of Services provided by DSV Road Sp. z o.o.					
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General Terms	General	OW_O_WS_001	23	2020-09-01	

General Terms and Conditions of Services Provided by DSV Road Sp. z o.o. (hereinafter “Terms and Conditions”)

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1. Preamble

These General Terms and Conditions of Services Provided by DSV Road Sp. z o.o., with its registered office in Duchnice at Ożarowska 40/42 Street, 05-850 Ożarów Mazowiecki, entered in the Register of Entrepreneurs kept 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 PLN 38,940,000.00 define the formal and legal relations between the Customer and DSV Road Sp. z o.o. (hereinafter “DSV”) and shall apply to Services provided by DSV to the Customer, unless the current legislation provides otherwise or other provisions have been agreed on in writing by and between DSV and the Customer.

The Customer declares that he read the current version of the Terms and Conditions before he sent the Service Order to DSV and that he accepts these Terms and Conditions in their entirety.

2. Definitions

The below definitions used in these Terms and Conditions shall have the meaning given below:

‘Current Balance on the Customer’s Account’ shall mean the value of all Services which are provided by DSV to the Customer and are invoiced and the value of all Services which were provided by DSV, but not yet invoiced.

‘Price(s)’ shall mean the remuneration for the Services rendered by DSV as agreed between the Parties.

‘Transport Price(s)’ shall mean the remuneration for the Transport Services rendered by DSV as agreed between the Parties.

‘Warehousing Price(s)’ shall mean the remuneration for the Warehousing Services rendered by DSV as agreed between the Parties.

‘Freight Forwarding Price(s)’ shall mean the remuneration for the Freight Forwarding Services rendered by DSV as agreed between the Parties.

‘Additional Services’ shall mean services which are secondary to the primary Transport, Warehousing, Customs, Consultancy or Freight Forwarding Services.

‘Business Day’ shall mean a calendar day except Saturdays, Sundays and public/bank holidays in the jurisdictions where the Services are provided.

‘Working Hours’ shall mean each hour of the Business Day.

‘Unit Load’ shall mean a single item of goods or several items packed into one compact unit properly secured against unpacking in such a way that it is suitable for reloading and performing Transport Services and Warehousing Services.

‘Instructions’ shall mean a statement of the Customer’s specific requirements which differ from standards set out in this Terms and Conditions.


‘Customer’ shall mean the owner of the Goods or other entity authorized by owner to dispose of the Goods, which sends or delivers a Service Order to DSV.

‘Container’ shall mean any transport container, including, but not limited to sea container, temperature controlled container, tank, basket, swap body, pallet or any other carriers and containers used to carry or consolidate goods and any equipment of or connected thereto.

‘DSV Code of Conduct’ shall mean the Code of Conduct which is in force in DSV. DSV Code of Conduct is based on the values of DSV and signifies DSV’s intentions regarding ethical business behaviour and applies to all DSV employees, including managers and executive officers. The actual provisions of the DSV Code of Conduct can be found and printed on the website www.pl.dsv.com.

‘Supplier Code of Conduct of DSV’ shall mean the Supplier Code of Conduct which is in force in DSV. Supplier Code of Conduct of DSV describes what DSV consider to be appropriate business conduct of its supplier and hence the conduct and behaviour that DSV expects from its suppliers when they provide services or supply products to DSV. The actual provisions of the DSV Supplier Code of Conduct can be found and printed on the website www.pl.dsv.com.

‘Civil Code’ shall mean the Act of 23 April 1964 The Civil Code (Journal of Law of 1964 No. 16, item 93, with subsequent amendments).

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“CMR Convention” shall mean the Convention on the Contract for the International Carriage of Goods by Road (CMR Convention) of 19 May 1956 (Journal of Laws of 1962 No. 49, item 238, as amended).

'DSV Warehouse(s)' shall mean a warehouse or warehouses used by DSV or its subcontractors to perform Warehousing Services and/or Transport Services.

'DSV General Rules of Customs Services' shall mean General Terms and Conditions of Customs Services Provided by DSV Road Sp. z o.o. The actual provisions of DSV General Rules of Customs Services can be found on the website www.pl.dsv.com and can be downloaded and printed.

'Offer' shall mean any offer submitted by DSV to the Customer in writing or in oral form concerning cooperation with the Customer which describes essential terms and conditions of the cooperation.

'OPWS' shall mean the current edition of the General Polish Terms and Conditions of Forwarding, prepared by the POLISH CHAMBER OF FORWARDING AND LOGISTICS – the national member of FIATA (International Freight Forwarders Association with its seat in Zurich). The current edition of OPWS can be found on DSV website www.pl.dsv.com.

'Non-party' shall mean a person or entity not party of the Agreement or Service Order by either signature or affiliation to the signing parties.

'Affiliate' shall mean a legal entity that is either (a) directly or indirectly owning or controlling the Party, or (b) under the same direct or indirect ownership or control as the Party, or (c) directly or indirectly controlled by the Party for so long as such ownership or control lasts. Ownership or control shall exist through direct or indirect ownership of 50% (fifty percent) or more of the nominal value of the issued equity share capital or of 50% (fifty percent) or more of the shares entitling the holders to vote for the election of the members of the board of directors or other managing authority.

'Transport Law' shall mean the Transport Law Act of 15 November 1984 (Journal of Laws of 2000 No. 50, item 601, as amended).

'Rules of Procedure for Courier Services' shall mean Rules of Procedure for Couriers Services Provided by DSV Road Sp. z o.o. The actual provisions of Rules of Procedure for Courier Services can be found on the website www.pl.dsv.com and can be downloaded and printed.

'Force Majeure' shall mean any external events and circumstances beyond DSV's or the Customer's control which were impossible to prevent or foresee at the time of concluding the Agreement, submitting the Offer or accepting the Service Order, including such occurrences as: war, strikes, street riots including road blocks and street demonstrations, aircraft crash, storm, suspension or reduction of activity by ferry operators, poor weather conditions and other natural forces of greater intensity than on average over a given period, thus preventing the timely performance of the Services, vehicle control, road accident, road blocks caused by road works, breakdown of the vehicle or semi-trailer, legal regulations issued by legislature or enforcement bodies preventing DSV from providing the Services or to carry out them within the agreed time. **'Parties'** shall mean jointly the Customer and DSV.

'Good(s)' shall mean any physical items handled by DSV according to the Service Order for or on behalf of the Customer, which are formed in Unit Load.

'Dangerous Goods' shall mean dangerous goods as understood by the European ADR Contract.

'Cargo Insurance' shall mean all risk insurance coverage of transported or stored Goods.

'Agreement' shall mean any agreement concluded between the Customer and DSV by authorised persons, including the Offer presented by DSV to the Customer and not refused in writing.

'European ADR Contract' shall mean the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR), drawn up in Geneva, on September 30, 1957 (Journal of Laws of 2013, , item 815).

'Service(s)' shall mean Transport Services, Warehousing Services, Customs Services, Additional Services, Consultancy Services and Freight Forwarding Services.

'Customs Services' shall mean any aspect related to the provision of customs services to the transport or handled Goods such as, but not limited to, clearance, storage in bonded Warehouse, issuance of documents etc. performed on behalf of the Customer.

'Consultancy Services' shall mean Services related to transport or warehousing without the physical movement or handling of the Goods. Such Services can be related, but are not limited to, cost analysis of supply chains, optimization of transport or logistics setups.

'Warehousing Services' shall mean all activities such as but not limited to unloading, loading, acceptance, storage, stock control, order handling, order picking, preparing for shipment, invoicing, assembling, labelling, exchange, warehousing management, control of information and additional Services with regard to the Goods, performed in DSV Warehouse, that have been agreed upon between the Customer and DSV, which are not related to performance of Transport Services or to any instructions to carry the Goods.

'Freight Forwarding Services' shall mean only the organization of the Transport Services of the Goods rendered by DSV on behalf of and for the Customer from one destination to another and can involve a multitude of air, sea, rail and road carriers or any combination of various carriers. In scope of Freight Forwarding Services DSV do not involve itself to carrying out any physical transportation of the Goods or committing itself to carry out such transportation as a contracting carrier.

'Transport Service(s)' shall mean the service of physical movement of the Goods by road including reloading and temporary storage during transport (cross docking), where such reloading and temporary storage are integral part of movement of the Goods. Transport Services are performed in one of three shipment systems: DSV Direct System, DSV Groupage System or DSV Courier Services System (DSV XPress).

'DSV Direct System' shall mean transportation of Goods directly from the sender to the consignee without reloading, with a standard tarpaulin-covered dropped motor vehicle with the following maximum inside parameters: length 13.6 m, width 2.45 m, height 2.60 m, gross load capacity up to 24 tons, unless the provisions of the law permit other parameters or the Parties agreed otherwise.


'DSV Groupage System' shall mean transportation of Goods in the form of one or several Unit Loads, from the sender to the consignee, including reloading in DSV Warehouses. A total volume weight of a single Unit Load with package and pallet/Container in DSV Groupage System shall not exceed 3000 kg gross weight and size exceeding 200 cm loading metres. Moreover, a standard single Unit Load shall not exceed the actual total gross weight of 1500 kg and the height of 220 cm. The permissible maximum length of a Unit Load depends on the location of its centre of gravity and may on no account exceed 400 cm.

'DSV Courier Services System' (DSV Xpress) shall mean transportation of the Goods from the sender to the consignee in the form of the one or several Postal Courier Consignments according to terms and conditions set out in Rules of Procedure for Courier Services.

'Postal Courier Consignment' shall mean letter post being registered post or postal parcel which contains one or several elements of weight from 0,5 kg to 20 kg and which has a maximum parameter in which cumulative dimension of the length and circumference does not exceed 300 cm, and the length of the longest side of the parcel does not exceed 200 cm, and the height and width do not exceed 80 cm, received, sorting, transport and delivery in a way ensuring together:

- direct pickup Postal Courier Consignment from a sender,
- tracking of Postal Courier Consignment from it sending to delivery,
- deliver of Postal Courier Consignment within the foreseeable time set out in Rules of Procedure for Courier Services or in an agreement for postal courier services,
- delivery of Postal Courier Consignment directly to the addressee or to another authorized person,
- getting an acknowledgment of receipt of Postal Courier Consignment in written or electronic form.

The weight of Postal Courier Consignment is increased by its packing.

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'Claims Rules' shall mean Claims Rules at DSV Road Sp. z o.o. The actual provisions of Claims Rules can be found on the website www.pl.dsv.com and can be downloaded and printed.

'Service Order(s)' shall mean a request sent by the Customer to DSV in writing or in another form set out in Section 2 hereof for: Transport Services, Warehousing Services, Customs Services, Additional Services, Consultancy Services and Freight Forwarding Services.

'Authority' shall mean the public authority or other duly constituted legal or administrative person or entity, acting within its legal powers and exercising jurisdiction within any country, area, district, zone, port or airport.

'Owner' shall mean the legal owner of the Goods.

3. General Conditions of Services

3.1. To perform Services, as required by the Polish law, DSV has a transport license No. 0125673 valid until June 16, 2036.

3.2. DSV shall provide suitable equipment to perform the Services as requested in the Service Order and in accordance with applicable legislation.

3.3. Unless DSV and the Customer expressly agreed otherwise in the written Agreement or Offer, DSV does not provide Services with regard to Goods which are:

- Weapons, warfare materials, dual use cargo or any other restricted commodity,
- Dangerous Goods of class 1 (explosive materials and objects) and 7 (radioactive materials and objects) as well as Goods listed in table 1.10.3 (Specification of High Consequences Dangerous Goods) of the European ADR Contract,
- Food and perishable Goods in packages other than those in which the Goods are packed by the manufacturer,
- Plants and animals,
- Human bodies and remains,
- Monetary assets which shall be understood to include domestic and foreign currencies, securities, checks, promissory notes and other documents used in lieu of cash as well as gold, silver and gold or silver products, gems and pearls as well as platinum and other platinum metals, which require separate authorization and licenses for carriage,
- Goods which are under road monitoring system according to the Act of 9 March 2017 on the monitoring system for the road carriage of goods. (Journal of Laws of 2017 No. 708) (hereinafter referred to as "Monitoring System Act"),
- Medicinal products according to Pharmaceutical Law of September 6, 2001 (Journal of Laws of 2008 No. 45 Item 271), components for the production of medical products, drugs and psychotropic and hallucinogenic substances,
- Works of art, watches, antiques, stamp or coin collections,
- Deeds, manuscripts, designs or patterns,
- Used goods or resettlement property,
- Elements of exhibition or Exhibition goods,
- Musical instruments,
- Goods which are required to be marked with excise marks (cigarettes, manufactured tobacco, alcohol),
- Pre-paid and activation telecommunications cards as well as other cards having similar functions,
- Computer, tablet, mobile phone, satellite navigation equipment, microchip, microprocessor, memory card, computer software.

3.4. The Customer can file Service Orders to DSV, without additional charge, in the format specified below:

- DSV e-services platform, after receiving from DSV a username and password for the application;
- EDI – interface between the systems used by the Customer and DSV;
- an Excel file – an agreed format of an Excel file allowing for an automatic import of data to DSV systems;

If the above is not possible, the Customer can file Service Orders to DSV in documentary form or in writing (e-mail, fax, letter) for an additional fee specified by DSV.

3.5. If the Customer has filed the Service Order to DSV in the form set out in point 3.4 these Terms and Conditions, it means that the Customer accepts: all terms of the Service Order, these Terms and Conditions, other terms agreed upon between DSV and the Customer and its obligation to pay the agreed Price.

3.6. The Customer shall enclose to its first Service Order copies of the following documents: statistical ID number "REGON", tax ID number "NIP", an excerpt confirming the registration of the company, and in the case of natural persons (including civil companies) a copy of the document evidencing its registered address and personal ID number "PESEL".

3.7. The Customer shall provide DSV with all details necessary for DSV to perform the Services including, but not limited to certificates, information on the nature and classification of the Goods, information about obligation of goods monitoring during carriage according to Monitoring System Act with the reference number and key number for carrier (if it is necessary) stock keeping unit information, transshipment method, storage and transport conditions in respect of temperature and humidity, etc. The Customer guarantees the correctness and completeness of such details.

3.8. The Customer shall prepare and make the Goods available for the Services correctly packaged, classified, sealed, labelled and/or addressed.

3.9. Unless otherwise agreed by the Parties, the Customer shall perform the loading, stowage and unloading the Goods in the facility of the Customer or at a designated site for the delivery/collection of the Goods. If DSV is requested to assist with the loading, stowing or unloading the Goods, this assistance shall be carried out at the cost and risk of the Customer.

3.10. The Customer warrants that it is authorized to accept and accepts these Terms and Conditions on behalf of itself and for and on behalf of the Owner and warrants that it shall adhere to applicable legislation in relation to DSV Services.


3.11. The Customer authorises DSV to exercise full examination of the Goods, including their internal contents, also with the participation of a customs officer (unpacking, unwrapping the foil, etc.).

3.12. The Customer will be responsible for the reasonable costs and expenses of DSV for such losses as DSV may suffer and for all claims made against DSV because the Goods does not meet any of the restrictions or conditions in these Terms and Conditions, including Section 3.3. and 3.7. above, or because of any refusal or suspension of the Services or return of the Good by DSV. In the case of the return of the Goods, the Customer will also be responsible for paying all the Price for the Service.

3.13. If the Customer submits to DSV the Good which fails to comply with any of the restrictions or conditions in these Terms and Conditions, including Section 3.3. above, without DSV's express written consent, DSV will not be liable for any loss howsoever arising which the Customer may suffer in connection with the performance by DSV of the Services in respect of such Good (regardless of whether that failure to comply has caused or contributed to the loss and notwithstanding any negligence of DSV or any negligence of its employees or subcontractors, except willful misconduct).

3.14. Unless otherwise agreed in writing, DSV shall be entitled to enter into contracts on behalf of itself and without notice to the Customer:

- a) for the carriage of Goods by any route, means or person,
- b) for the carriage of Goods of any description, whether containerized or not, on or under the deck of any vessel,
- c) for the storage, packing, transshipment, loading, unloading or handling of Goods by any person at any place,
- d) for the carriage or storage of Goods in containers or with other goods of whatever nature,

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e) for the performance of its own obligations, and to do such acts as DSV reasonably considers may be necessary or incidental to the performance of DSV's obligations.

3.15. DSV shall be entitled (without incurring any additional liability), but shall be under no obligation, to depart from the Customer's Instructions in any respect if DSV reasonably considers there is a good reason to do so in the Customer's interest.

3.16. DSV may at any time comply with the orders or recommendations given by any Authority. The responsibility and liability of DSV in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with such orders or recommendations.

3.17. If at any time DSV reasonably considers that the carriage of the Goods should not be undertaken or continued or only continued after effecting any necessary incidental matters or incurring additional expense or/and fees or risk, in case of including but limited to applicable export controls regulations, DSV shall be entitled to:

a) abandon the carriage of such Goods or

b) effect such unforeseen and necessary additional matters and/or incur such additional expense or/and fees, as may be reasonably necessary in order to enable the carriage to be effected or further effected and the Customer is obligated to reimburse to DSV all such additional expense or/and fees incurred.

3.18. Where DSV is entitled to call upon the Customer, consignee, sender or Owner to take delivery of the Goods at a designated time and place and delivery of the Goods, and is not taken at the designated time and place; DSV shall be entitled to store the Goods at the sole risk and expense of the Customer.

3.19. DSV shall have the right to enforce against the Owner and the Customer jointly and severally any liability of the Customer to DSV, including liability resulting from these Conditions, which should be paid by the Customer to DSV or to any other person and which upon demand have not been paid.

4. Business ethics

4.1. DSV will conduct the Services in accordance with the DSV Code of Conduct and commits its subcontractors to adherence of the principles of the Supplier Code of Conduct of DSV.

4.2. The Customer shall conduct its business in an ethical and legal manner.

4.3. DSV shall not be liable for loss, damage or delay of the Goods due to DSV's adherence to the principles of the DSV Code of Conduct.

5. Dangerous Goods

5.1. In case when the Customer sends to DSV Service Order which includes transportation of Dangerous Goods, then the Customer may forward to transportation only such Goods which meet the requirements of the current European ADR Contract, and which are allowed for transportation or which are allowed for transportation in Unite Lode and shall provide DSV with any data and information required to effect the transport in compliance with the European ADR Contract. Within the scope specified above the Customer is obliged to meet the requirements set out in item 1.4.2.1 of the European ADR Contract, and in particular:

a) make sure that the Dangerous Goods are classified and allowed for transportation in accordance with the European ADR Contract;

b) provide DSV and the driver with appropriate data and information and, if required, any necessary shipment and accompanying documents (permit, admissions, notifications, certificates etc.);

c) use only such packages which are admitted for transportation of specific materials and have designations required by the European ADR Contract;

d) observe the requirements regarding the shipment procedures and limitations.

5.2. In case of non-performance or improper performance by the Customer or persons for whose acts and negligence the Customer is responsible of its duties and obligations set out in Section 5.1. these Terms and Conditions, the Customer shall be obliged to cover any costs, damages, liabilities and expenses resulting therefrom. The Customer shall be obliged to indemnify and hold DSV harmless against any liability towards third parties which might arise from infringement by the Customer of the provisions of Section 5.1. and it shall be obliged to enter in the place of DSV in any proceedings initiated against DSV due to the above named reasons.

5.3. Failure of the Customer to provide in the Service Order information that the Goods are Dangerous Goods, means that the Customer declares that the Goods are not Dangerous Goods.

6. Transport Services

6.1. If DSV accepts a Service Order for Transport Services from the Customer, it means that DSV being freight forwarder enters into the rights and obligations of a contracting carrier who undertakes to provide Transport Services professionally, in its own name, but for or on behalf of the Customer.

6.2. The Customer can submit to DSV the Service Order for transport of Goods which are covered by the road monitoring system in line with the provisions of the Monitoring System Act (hereinafter referred to as "Monitoring System") only if he obtains priori written consent of DSV for performing such transport. If DSV accepts transport of Goods covered by Monitoring System, then the Customer is liable towards DSV for reporting such Goods in the register specified in the Monitoring System Act (hereinafter referred to as "Register") and the Customer shall provide to DSV the following before the commencement of the Transport Service: (i) reference number (hereinafter referred to as "SENT reference number") and (ii) key number for the carrier for the report.


6.3. The obligation of the Customer to report the carriage of Goods to the Register and to provide to DSV the SENT reference number and the key number for the carrier does not apply if the place of commencement of the carriage and the place of completion of the carriage are not situated within the territory of Poland (transit through the territory of Poland) – in such case, the Customer is obliged to notify DSV about the fact that the Goods are subject to the Monitoring System and shall provide DSV with all and any information about the Goods needed to report it to the Register, such as the type of the Goods, CN or PKWiU code, amount, gross weight or volume of the Goods (including the volume of individual collective packages).

6.4. The Service Order for the carriage of the Goods subject to the Monitoring System may be placed only using a dedicated Service Order form, whose current template is available at www.pl.dsv.com. (hereinafter referred to as "Monitored Order SENT"). Subject to point 6.3., the Customer shall place e.g. the SENT reference number and the key number for the carrier in the Monitored Order SENT.

6.5. The Monitored Order SENT must be sent to one of the following e-mail addresses: sent.lodz@pl.dsv.com, sent.oltarzew@pl.dsv.com, sent.czelandz@pl.dsv.com, sent.komorniki@pl.dsv.com, sent.wroclaw@pl.dsv.com, sent.gdansk@pl.dsv.com, sent.kampinos@pl.dsv.com, sent.krakow@pl.dsv.com, sent.bialystok@pl.dsv.com, sent.szczecin@pl.dsv.com.

6.6. The Monitored Order SENT should be reported:

- for domestic transport, no later than by 10.00 a.m. on the day the Goods are picked up;
- for international transport, no later than by 4.00 p.m. on the day preceding the day the Goods are picked up.

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6.7. If the Register required to generate the relevant reference number and the key number is unavailable, the Customer is responsible for providing DSV with the document that replaces the report and the confirmation that the competent authority accepted such document before the commencement of carriage.

6.8. The Customer is liable towards DSV for changing or updating the details of the Goods subject to the Monitoring System in the Register, by the deadlines and on the terms and conditions specified in the Monitoring System Act, and shall notify DSV about each such change or update – in the form agreed for the submission of the Monitored Order SENT.

6.9. If the commissioned carriage of the Goods is not related to performing activities subject to taxation with the goods and services tax and is not subject to the Monitoring System on the terms and conditions outlined in Article 3(7) of the Monitoring System Act, the Customer is liable for issuing and providing to DSV a document that confirms the inter-storage movement and contains the information specified in Article 3(7) of the Monitoring System Act or shall provide such information to DSV along with the Service Order.

6.10. If the Customer fails to provide DSV with the SENT reference number and the key number for the carrier, or the document that replaces the report and the confirmation that the competent authority accepted such document, or the Customer provides information concerning the Goods that is incorrect or incomplete, or places to DSV Service Order for the carriage of the Goods subject to the Monitoring System in a manner incompatible with the above principles, DSV is entitled to: (i) refuse to render the Transport Service, (ii) suspend the rendering of the Transport Service, (iii) withdraw from rendering the Transport Service. If DSV withdraws from rendering the Transport Service, the Customer shall pay the agreed price for rendering such a service. Additionally, the Customer shall reimburse to DSV the costs incurred by DSV in good faith and in connection with the withdrawal from or suspension of rendering the Transport Service.

6.11. A Service Order which additionally includes an order for the transportation of return packages, or an order for a service of delivery paid COD (Cash on Delivery), requires individual arrangements and a written confirmation by DSV.

6.12. The Customer undertakes not to tender for transportation of any Goods which require temperature control without previously giving written notice of their nature and the particular temperature range to be maintained.

6.13. In case of a temperature controlled Container stuffed by or on behalf of the Customer, the Customer undertakes that:

- a) the Container has been properly pre-cooled or pre-heated as appropriate;
- b) the Goods have been properly pre-cooled or pre-heated and properly stuffed in the Container; and
- c) the Container's thermostatic controls have been properly set by the Customer.

6.14. If the requirements of Section 6.3. or Section 6.4. are not complied with, DSV shall not be liable for any loss of or damage to the Goods whatsoever caused by such non-compliance.

6.15. Unless agreed in writing, DSV shall not be obliged to make any declaration for the purposes of any statute, convention or contract as to the nature or value of any Goods or as to any special interest in delivery or to make any declaration as to specific stowage requirements of any Goods.

6.16. Unless agreed in writing that the Goods shall depart by or arrive by a particular date, DSV accepts no responsibility for departure or arrival dates of Goods. ETA (Estimated Time of Arrival) or ETD (Estimate Time of Departure) shall not be construed as a time guarantee on the part of DSV.

6.17. Unless agreed in writing, DSV performs services whose duration is expressed in Business Days and all dates of delivery provided in the DSV Offer or in the Agreement refer to days (24 hours) or their multiples only. The first day of transportation means the day following the day of loading. Transport time is expressed in Business Days only.

6.18. DSV performs Services of delivers and collects Goods during the customary Working Hours only, i.e. 8:00 a.m. – 5:00. p.m. An Order to deliver or collect Goods at other times or at a specified hour has to be agreed in writing and confirmed by DSV and may be subject to an additional fee.

6.19. Any claims concerning to non-performance or improper performance of the Transport Services, delay, loss of, damage to or shortage of the Goods shall be lodged to DSV according to rules and conditions set out in Claims Rules.

6.20. DSV is not liable for the losses incurred in the property of the Customer or of third parties, which are due to the failure to perform or the improper performance by the Customer of the obligations indicated in points from 6.2. to 6.9. of these General Terms and Conditions, and if claims are lodged by third parties, the Customer shall release DSV from liability for the incurred loss.

6.21. If the Customer or persons for whose actions the Customer is liable fails to perform or improperly performs the obligations specified in points 6.3., 6.3., 6.4., 6.7., 6.8., or 6.9. of these General Terms and Conditions, the Customer shall remedy all and any losses incurred by DSV or their subcontractors and shall cover all and any costs, charges, or expenses arising therefrom, in particular, the Customer shall compensate for all and any penalties or charges imposed on DSV or DSV's subcontractors under the Monitoring System Act.

6.22. DSV shall be obliged to respect its commitments concerning the date of admission the Goods for transport or the date of its delivery, provided that the daily or weekly fluctuations in the Customer's activity are within the bracket of +/- 20% of the average daily or average weekly number of shipments set out in the Offer or in the Agreement (hereinafter "Threshold Values"). If the above mentioned Threshold Values are exceeded, the liability of DSV for transport or timely transport of the Goods shall be excluded and both Parties shall commit themselves to find an acceptable solution regarding both organisation of transport and price level.

6.23. If the consignee or the Customer refuse the goods because of: (i) partial loss or damage of Goods, or (ii) delay in delivery of Goods, the Customer shall be obligated to carry cost which occurs as a result of returned such goods to a sender.

7. Warehousing Services

7.1. DSV is also a logistics operator, who provides professional Warehousing Services for the Customers' Goods.

7.2. All Goods stored in the DSV warehouses remain property of the Customer. The Customer must have an all risks property insurance covering the maximum value of the Goods deposited in the DSV warehouses. The Customer shall submit to DSV a certificate to certify the possession of such policy and the General Terms and Conditions of Insurance.

7.3. In case when the Goods are delivered to the DSV Warehouse for the first time, the Customer shall provide DSV with all logistical data of the Goods such as the structure of packages, conditions of storage, indexes and trade names of the Goods and additional information required for the proper provision of the Services.


7.4. Service Orders with the date of release of the Goods within 24h must be filed to DSV until 02:00 p.m. on the day preceding the release of the order. DSV reserves its right to handle the Service Orders sent after 02:00 p.m. in the same way as those sent on the next day.

7.5. The Customer shall submit to DSV a specification of all order numbers for Services Orders sent on that day by 04:00 p.m. DSV shall confirm that the specification matches the received Service Orders.

7.6. Supplies of Goods to the DSV Warehouse are received between 8:00 a.m. and 04:00 p.m. Monday through Friday. DSV reserves its right to postpone unloading to the next day if the car arrived after 04:00 p.m.

7.7. The Customer is responsible for the proper designation and packaging of the Goods supplied to DSV Warehouses.

7.8. Supplies of the Goods shall not be accepted unless the Goods are stacked on EUR pallets or on other certified pallets, compliant with standard PN-M-78216 (UIC 435-2).

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7.9. If the Goods are packed in containers (in bulk supplies), then the Goods shall be unloaded and palletised on EUR pallets against an additional payment.

7.10. If the Agreement between the Customer and DSV includes management of the Customer's pallets, the settlement of EUR pallets with the Customer takes place according to monthly cycles, following this example: Balance = (Pallets received from the Customer – Pallets released from the warehouse + Pallets received from consignee) Balance with Customer is reduced by the pallet consumption factor equals 14,3% and is calculated per pallets received from consignee. The detailed rules of management of EUR pallets may be agreed upon in a separate agreement between the Parties.

7.11. DSV is not responsible for pallets not returned by consignee on delivery and for the vindication of pallets from recipients of the Goods.

7.12. Unless otherwise agreed upon between DSV and the Customer, the Goods are stored on racks or stacks, depending on the type of Goods. Standard conditions of storage for the Goods are: temperature 5 to 30 degrees C and humidity of 75%.

7.13. The DSV Warehouses open on Sunday at 10:00 p.m. and close on Friday at 10:00 p.m. If Services must be provided beyond standard working hours or on public holidays, DSV shall charge an additional fee agreed upon with the Customer.

7.14. If the Goods are handled by another entity than DSV, then the administrative fees paid on that account by DSV for IT and documentation services, etc. shall be charged to the Customer.

7.15. DSV may relocate the Goods stored on behalf of the Customer to a different location within a reasonable geographical vicinity of the existing warehouse. If DSV relocates the Goods on DSV's own accord, DSV shall not charge the Customer for the costs related to the relocation.

7.16. DSV shall be obligated to comply with its duties stipulated in the Offer or in the Agreement and concerning to the quality of the Services rendered and their punctuality provided that the daily variations of Customer's activity are within +/- 15% average daily demand for personnel, equipment and storage surface stipulated in the Offer or in the Agreement. If the aforementioned standards are exceeded, both Parties undertake to find an acceptable solution both in terms of organisational and financial matters.

8. Customs Services

DSV performs Customs Services only as a Direct Representative and according to terms and conditions set out in the provisions of DSV General Rules of Customs Services.

9. Freight Forwarding Services

DSV provides Freight Forwarding Services according to these Terms and Conditions and according to the provisions of OPWS. OPWS shall apply to Freight Forwarding Services in all matters not stipulated in these Terms and Conditions.

10. Prices and payment terms

10.1. The Customer shall pay the agreed Prices as stipulated in the Service Order, in the Agreement or in the Offer. If no Prices have been agreed upon between the Parties, the Customer shall pay the market price for the Services.

10.2. The Prices do not include VAT, customs duties and other government taxes related to the Goods. These costs and taxes shall be the sole responsibility of the Customer.

10.3. Unless otherwise agreed upon the Customer shall pay the invoiced amount 14 (fourteen) days from the date of DSV's issuance of the invoice.

10.4. If any outlay is made by DSV on behalf of the Customer related to VAT, duties or other taxes, then these outlays shall be paid by the Customer on Net Cash terms.

10.5. To save the natural environment, with written consent from the Customer, the VAT invoice for Services provided by DSV shall be sent to the Customer in electronic form.

10.6. Additional fees may be charged on the Price for the Service, such as: fee for paper invoice, administration fee, fee for return of stock issue confirmation (WZ)/an original CMR letter/waybill, fee for the monitoring of payments.

10.7. If the payment of the Price for the Services is delayed, DSV is entitled to vindicate legal interest for such delay and to charge the costs of vindication of such receivables to the Customer. If no legislation applies regarding interests for late payment, DSV may charge 2% (two percent) per month from the due date of the overdue invoice. DSV shall furthermore be allowed to charge the Customer a fee for vindication actions according to provisions of the Act of 8 March 2013 on combating late payment in commercial transactions. Charges of interests and dunning fees shall be in accordance with applicable law.


10.8. DSV may charge the Customer for additional costs such as but not limited to demurrage, additional or unexpected storage or handling, redirection of the Goods during transit or failed attempts of pick-up or delivery of the Goods not attributable to DSV. For waiting of vehicle not caused by DSV in the place of loading/unloading, DSV may charge the Customer additional fee:

- in international DSV Groupage System and in international DSV Courier Services System (DSV XPress): 25 Euro for each commenced hour of waiting of vehicle (first hour is free of charge),
- in international DSV Direct System: 30 Euro for each commenced hour of waiting of vehicle, but not more than 250 Euro per day (first two hours is free of charge),
- in domestic DSV Direct System, in domestic DSV Groupage System and in domestic DSV Courier Services System (DSV XPress): 50 PLN for each commenced hour of waiting of vehicle, but not more than 500 PLN per day (first two hours is free of charge).

Payment of the agreed additional charge by the Customer does not prevent DSV from asserting a claim for supplementary compensation according to general principles.

10.9. Unless otherwise agreed upon, the Prices shall be valid for 3 (three) months from the signing of the Agreement or submitting the Offer by DSV. DSV may review the Prices and notify the Customer of any changes.

10.10. DSV reserves its right to verify whether the statements submitted by the Customer and incorporated in the Offer addressed to the Customer match the actual state of affairs, taking into account the data stored in the DSV computer systems. In case when DSV detects material inconsistencies between the actual state of affairs and the statements submitted by the Customer, DSV is entitled to unilaterally verify the prices declared in the Offer or in the Agreement which were prepared on the basis of such statements. The Prices for Services may also be changed in the case of changes of the parameters of the shipment or the structure of the Goods. The change of price or of other terms and conditions of cooperation set out in the Offer or in the Agreement under the provisions of this section will take place automatically on the basis of a unilateral declaration by DSV and will not require the Customer's consent in order to be valid, subject to the reservation that such a change shall come into force upon the lapse of 7 days from the date of the Customer being served a notice in a documentary form by DSV relative to the change of price or of other terms and conditions of the Offer or the Agreement, under this section of the Terms and Conditions.

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10.11. DSV reserves its right to automatically correct the Prices in the case of a change of external costs which have an impact on the cost of performance of such services, as i.a. cost of fuel, transport by ferry, over bridges and through tunnels, taxes and any type of road toll paid by transport providers (regardless of their form), and in particular the Prices for DSV Services are increased from July 1, 2011 as new fees are enforced by virtue of the Regulation of the Board of Ministers dated March 22, 2011 on National roads and their sections on which electronic toll is collected and rates of such electronic toll (Journal of Laws of 2011, No. 80, item 433 as amended) and as a result of new fees imposed on behalf of the holders of highway concessions. The Prices shall be automatically increased from the day on which the legislation imposing new taxes, road fees or fees for transport by ferry, over bridges and through tunnels comes into force or from the date of increase of taxes, tolls and fees for transport by ferry, over bridges and through tunnels already enforced.

10.12. DSV reserves itself the right to unilaterally change the prices set out in the Offer or in the Agreement in the case of a change in market conditions (e.g. prices for services, costs of service provision, rolling stock availability, etc.) relative to the performance of the services to which such prices refer. The change of price under this section will take place automatically on the basis of a unilateral declaration by DSV and will not require the Customer's consent in order to be valid, subject to the reservation that such a change shall come into force upon the lapse of 30 days from the date of the Customer being served a notice in a documentary form by DSV of the change in price under this section of the Terms and Conditions.

10.13. The Prices shall be indexed each time by the amount of the Bunker Adjustment Factor (BAF) or by the Currency Adjustment Factor (CAF) if the Price for the Service is set in other currency than PLN, applicable in the specific period. Their actual and former values can be found on the DSV website www.pl.dsv.com.

10.14. All Transport Prices which are not calculated in PLN shall be charged in PLN in accordance with the average exchange rate valid on the cargo load day, as published by the National Bank of Poland on the previous Business Day. If the Warehousing Prices were set in other currency than PLN, the Warehousing Services shall be settled always after denomination into PLN using the average rate of exchange of the National Bank of Poland published in the table on the last Business Day preceding the date of the VAT invoice.

10.15. The Prices for the Services specified in the Offer or in the Agreement will be automatically indexed annually as of march 1st of each year by the percentage index published by DSV on the website www.pl.dsv.com, in the document named "Table of Price Indexation of Transport Service". The percentage indexation reflects changes in the cost of services provided by DSV and is prepared on the basis of data published by the Central Statistical Office of Poland. The type and share of costs included in the indexation percentage is defined in the Table. The Changed of price under this section will take place automatically and will not require the Customer's consent to be valid.

10.16. In the event of early termination of the Service Order or Agreement for any reason all outstanding invoices issued by DSV shall automatically become due and payable at the time when the termination notice is served.

10.17. DSV reserves the right to hire an external vindicator to monitor the Customer's financial standing together with any occurrences regarding the Customer and payments to DSV, so that the best possible conditions of co-operation are ensured.

10.18. DSV may offer a credit limit to its Customers. The amount of such limit depends on the Customer's financial standing and the form of collateral offered by the Customer. DSV reserves the right to cease the performance of the Services for the particular Customer, if the Current Balance on the Customer's Account exceeds the limit of credit assigned to it by DSV.

10.19. Repeated failure (understood as more than two (2) incidents within a period of six (6) consecutive months) of the Customer and/or any payment agency which act on behalf of the Customer to timely release or execute payment for the services rendered by DSV and/or its Affiliates within the aforementioned credit terms could at the discretion of DSV result in the immediate revocation of the credit and all other Services will be provided subject to payment on receipt.

10.20. Any objection of the Customer to an invoice submitted by DSV and/or its Affiliates shall not relieve the Customer and/or any payment agency which acts on behalf of the Customer of fulfilling the obligations to timely release or execute payment for the Services rendered and shall not limit DSV and/or its Affiliates' ability to immediate revoke the credit resulting in that subsequent that all other services will be provided subject to payment on receipt.

10.21. DSV and/or its Affiliates shall be entitled to exercise a lien on the Goods and any documents relating thereto, for any amount due to it/them, at any time form the Customer, including the costs of recovering the same and may enforce such lien in any reasonable manner, including sale or disposal of the Goods. This right of lien is extended to cover not only the specific transaction or services related to the lack of payment, but also to any and all obligations/accounts receivables towards DSV and/or its Affiliates existing at any time.

10.22. DSV and/or its Affiliates reserve the right at any time to take out a debtor insurance policy ("Debtor Insurance") on the Customer and/or its Affiliates covering any debts that the Customer and/or its Affiliates may incur pursuant to the Services that DSV and/or its Affiliates may render under the Service Order or the Agreement. If the Debtor Insurance is rejected or revoked due to conditions on the part of the Customer and the Customer is in default payment of legitimate invoices DSV shall have the right of lien over the carried Goods. DSV may waive its right of lien in the Goods if the Customer provides DSV with an adequate surety of payment.

10.23. It is especially agreed that in the event where (i) the debtor insurance company rejects or revokes on in any way limits the debtor insurance coverage concerning the Customer and/or its subsidiaries, notwithstanding the reason, or (ii) DSV and/or its Affiliates at its discretion may find that the creditworthiness of the Customer and/or its subsidiaries is not satisfactory, DSV and/or its Affiliates reserve the right either to:

- re-negotiate the entire agreement,
- demand that the Customer and/or its affiliates provides appropriate security to the reasonable satisfaction of DSV and/or its Affiliates, e.g. a bank guarantee from a reputable bank of an amount subject to the discretionary determination of DSV and/or its Affiliates; or
- terminate the agreement with immediate effect,


subject to the sole discretion of DSV and/or its Affiliates.

10.24. If the event that the Customer in its capacity as parent company is entering to the agreement or later becomes a parent company, the Customer shall be joint and several liable with those of its affiliates which at any time may incur debts to DSV and/or its Affiliates pursuant to the Services that DSV and/or its Affiliates may render to them under this and other agreements. This joint and several liabilities shall, however, not apply in so far as and as long as ay debtor insurance coverage is full, unlimited and unrestricted and has not been rejected, revoked or limited by the debtor insurance company with respect to the individual Affiliates.

10.25. The Customer may terminate the Service Order sent to DSV without payment of compensation to DSV if the Service Order is terminated no less than 48 (forty eight) hours before the scheduled performance of the Services commences. If the Customer terminates a Service Order less than 48 (forty eight) hours before the scheduled performance of the Services commences, DSV may invoice the Customer an amount of 75% (seventy five percent) of the agreed Price for terminated Services. The Customer shall reimburse the cost incurred by DSV in good faith regardless of the time of termination of the Service Order sent to DSV.

11. Insurance

11.1. DSV has the General Third Party Liability Insurance of a Freight Forwarder, Transport Provider and Logistic Operator which covers liability set out in the current regulations and stipulated in these Terms and Conditions.

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11.2. Unless specifically agreed in writing DSV shall not take out Cargo Insurance on the transported, handled or stored Goods. As DSV's liability is limited in accordance with the General Terms Section 12 DSV encourages the Customer to take out a Cargo Insurance to cover the Goods during transport, handling and storage.

12. Export Controls

12.1. The Customer shall ensure that the Goods may be legally exported or imported to or from the origin or destination in respect of the applicable export control legislation.

12.2. The Customer shall furthermore perform all necessary "Denied Party Screenings" of the commercial parties involved and ensure that the Goods are not subject to restrictions, embargoes or other legal limitations. It is the obligation of the Customer to obtain all necessary licenses related to the Goods. DSV may reject to perform Services due to issues of export control if DSV reasonably deems (i) the origin, destination or country of transit to be a restricted or embargoed country, (ii) the Goods to be a restricted commodity or any of the involved parties to the trade to be a denied or excluded party.

12.3. The Customer shall indemnify DSV for all export control costs, charges, fines, penalties and legal fees arising from the Services due to the Customer's negligent or wilful misconduct. This obligation of indemnification shall not apply if DSV has acted negligently in respect of export control requirements in relation to the specific Service.

12.4. DSV shall not be liable for delays caused by inspections conducted by DSV with the aim of finding out possible violations of export control rules.

13. Liability

13.1. Transport Services:

13.1.1. The scope of DSV's liability in the performance or undue performance of international Transport Service, including (a) loss, (a) decrement of or damage to Goods shall be determined pursuant to the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR Convention) of 19 May 1956 (Journal of Laws of 1962 No. 49, item 238, as amended) (hereinafter "the CMR Convention"), with reservation to provisions of Section 13.1.3. of these Terms and Conditions.

13.1.2. The scope of DSV's liability in the performance or undue performance of domestic Transport Service, including loss, decrement of or damage to Goods shall be determined pursuant to the provision of the Transport Law, with the reservation that if the Customer fails to state the Goods value in the Service Order send to DSV, the liability of DSV towards a Customer, who is not a consumer as defined by the Civil Code, shall be limited to EUR 10 per kilogram of lost or damaged Goods, and the maximum absolute liability of DSV in such a case shall be limited to EUR 150,000 for one damage or a series of damages arising out of one event. Notwithstanding the foregoing, the liability of DSV for loss or damage of the Goods in a given calendar year shall be limited to EUR 2,000,000, with reservation to provisions of Section 13.1.3. of these Terms and Conditions. Limitations of DSV's liability shall not apply in a situation set out in art. 86 of the Transport Law.

13.1.3. The scope of DSV's liability in the performance of International and domestic Transport Services for Goods in the DSV Courier Services System (DSV XPress) shall be determined according to Rules of Procedure for Courier Services.)

13.2. Warehousing Services: DSV shall be liable for any damage resulting from a loss or damage of the stored Goods from the moment they were received in the warehouse until the moment they are released to a person authorised to receive such Goods. DSV is liable for damages and losses of the stored Goods shall be limited to EUR 10 per kilogram of lost or damaged Goods, and the maximum absolute liability of DSV in such a case shall be limited to EUR 250,000 for one damage or a series of damages arising out of one event. Regardless of the provisions above, DSV shall not be liable for loss, decrement of or damage of Goods or delay or non-performance of Warehousing Services arising from the special risks inherent in one or more of the following circumstances:

- an act or omission of the Customer or Owner or Non-party acting on its behalf,
- compliance with the instructions given to DSV by the Customer, Owner or Non-party acting on its behalf,
- insufficiency of the packing or labelling of the Goods, except where such service has been provided by DSV,
- handling, loading, stowage or unloading of the Goods by the Customer or Owner or any person acting on its behalf,
- inherent vice of the Goods or natural loss of mass or weight or natural deterioration of the Goods not caused by any action of DSV,
- riots, civil commotions, strikes, lockouts, stoppage or restraint of labour from whatsoever cause,
- fire, flood, storm, explosion or theft,
- events of Force Majeure,
- shortages and defects of the Goods were ascertained in originally packed Goods were in undamaged bulk packages, provided that after the bulk packages are opened and shortages or damages are detected, DSV shall notify the Customer in writing, providing details of such damage, which was not caused by any action or negligence of DSV.

13.3. Freight Forwarding Services: The scope of DSV's liability for the performance or undue performance of Freight Forwarding Services shall be determined pursuant to the provisions of Article 799 of the Civil Code, with the reservation that the liability of DSV for loss or damage of the Goods shall be limited to SDR 2,00 (Special Drawing Rights two) per kilogram of gross weight of the damaged or lost Goods, with absolute maximum of 100000 SDR per event or series of events. In the case of delay of performance of Freight Forwarding Services DSV's liability shall be limited to the Price for Freight Forwarding Services. Moreover, DSV shall have the full benefit of all rights, limitations and exclusions of liability available to the sub-contractor in the contract between DSV and the sub-contractor and in any law, statute or regulation and the liability of DSV shall not exceed the amount recovered, if any, by DSV from the sub-contractor.


13.4. Consultancy Services and Additional Services: For Consultancy Services and for Additional Services DSV's liability shall be limited to the total sum of the fees paid by the Customer.

13.5. Neither Party shall be liable to the other Party for any indirect damage or consequential losses that are borne by the other party as a result of tort, negligence, breach of statutory duty, non-performance or undue performance of the Service Order or the Agreement, in particular not be liable for loss of reputation or loss of goodwill and/or business.

13.6. In case of withdrawal from the Agreement/Service Order by the Customer for reasons attributable to DSV or in case of withdrawal from the Agreement/Service Order by the DSV for reasons not attributable to the Customer, DSV is not liable for losses that arise due to the lack of performance of Services towards the Customer who is not consumer as defined by the Civil Code. The above limitations of DSV's liability shall not apply if DSV causes the damage by his gross negligence or his intentional misconduct.

13.7. The scope of DSV's liability for:

- non-performance of Transport Service, Warehouse Service or Freight Forwarding Services, or
- undue performance of Transport Service, Warehouse Service or Freight Forwarding Services in a scope other than loss, decrement of or damage to Goods,

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shall be always limited to a Customer, who is not a consumer as defined by the Civil Code, to the amount of the price which DSV could get if he has performed such Transport Service, Warehouse Service or Freight Forwarding Service according to the Agreement or Service Order. The limitations of DSV's liability set out in this point shall not apply if DSV causes the damage by his gross negligence or his intentional misconduct

13.8. Neither Party shall be liable towards the other Party for non-performance or undue performance of the Service Order or the Agreement caused by Force Majeure.

14. General Indemnities

14.1. DSV shall indemnify, hold harmless, and at the Customer's request defend the Customer, its officers, directors and employees against claims by any Non-party to the Service Order or Agreement due to negligence, gross negligence or wilful misconduct by DSV causing damage to the Non-party's property or injury or death of the Non-party. If the Customer wishes to exercise this right the Customer must promptly notify DSV about the claim.

14.2. The Customer shall indemnify, hold harmless, and at DSV's request defend DSV, its officers, directors and employees against claims by any Non-party to the Service Order or Agreement due to negligence, gross negligence or wilful misconduct by DSV causing damage to the Non-party's property or injury or death of the Non-party. If DSV wishes to exercise this right DSV must promptly notify the Customer about the claim.

14.3. Section 14.1. and 14.2. of these Terms and Conditions shall not apply to loss or damage of the Goods or delay in performance of the Services.

14.4. Moreover, the Customer and Owner shall defend, indemnify and hold harmless DSV against liability, loss, damage, delay, costs and expenses due to the Customer's and Owner's negligence or wilful misconduct;

a) from the nature or inherent vice of the Goods, unless caused by DSV's negligence;

b) from duties, taxes, imposts, levies, deposits and outlays levied by any Authority in respect of the Goods and/or Container, and for all liabilities, payments, fines, costs, expenses, loss and damage sustained by DSV in connection therewith, unless caused by DSV's negligence;

c) out of DSV acting in accordance with the Customer's or Owner's Instructions;

d) from a breach of warranty stipulated in Section 3.7 - 3.10 of these Terms and Conditions or obligation by the Customer or Owner or out of any other person relying on the advice and information provided by DSV for the Customer only.

14.5. The Customer and Owner shall be jointly and severally liable for the loss, damage, contamination, soiling (before, during and after the Transport Services) due to negligence or wilful misconduct of the Customer or Owner of property of:

a) DSV (including, but not limited to trailer and Containers);

b) DSV's servants, subcontractors or agents;

c) independent contractors engaged by DSV for performance of part or all of the Services;

d) any person; or

e) any vessel caused by the Customer or Owner or any person acting on behalf of either of them or for which the Customer is otherwise responsible.

15. Hindrance

15.1. DSV shall make reasonable efforts to perform and complete the agreed Services. If at any time the performance of Services is affected by any hindrance, risk or delay not attributable to DSV or DSV's subcontractors, DSV shall not be liable for any related loss or damage of the Goods or delay in the performance of the Services.

15.2. Any delay or failure in the performance of the Services due to a hindrance event shall not constitute a breach of the Service Order or the Agreement.

15.3. If a hindrance continues for more than 30 (thirty) consecutive calendar days, the Customer or DSV may terminate the specific Service Order affected by the hindrance event with a written notice.

16. Personal Data

16.1. The Customer and DSV, as parties to the Services Agreement, operate as individual personal data controllers in connection with the processing of personal data, which processing takes place in order to fulfill the obligations arising from the Agreement.

16.2. To the extent necessary to fulfill the Customer's obligations under the Agreement, the Customer shall provide DSV with personal data to the extent not more than is necessary to perform the Agreement.


16.3. The Customer is responsible for the fact that at the time of transferring personal data to DSV, there is an important legal basis for their processing by the Customer and forwarding them to DSV, in this regard, he is responsible for ensuring that consents to the processing of personal data are granted in a clear, voluntary, specific, unambiguous manner and on the basis of reliable information. At the request of DSV, the Customer will be required to provide written explanations or relevant documentation confirming the existence of an important legal basis from the processing of personal data or their transmission to DSV. In addition, the Customer guarantees that the data subjects have been provided with the necessary information regarding the processing or transfer of their personal data.

16.4. When personal data are received by DSV, DSV becomes the controller of these data and guarantees that the data will be processed in accordance with applicable provisions regulating the protection of personal data, including the provisions of the Act of 10 May 2018 on the protection of personal data and the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46 / EC (hereinafter the "General Data Protection Regulation").

16.5. When personal data are received by the Customer, the Customer becomes the controller of these data and guarantees that the data will be processed in accordance with applicable provisions regulating the protection of personal data, including the provisions of the Act of 10 May 2018 on personal data protection and the General Data Protection Regulation.

16.6. In the event that the Customer submits his personal data to DSV, DSV informs the Customer that:

The controller of your personal data is DSV Road sp. z o.o., the company having its registered office in Duchnice, address: ul. Ożarowska 40/42, 05-850 Ożarów Mazowiecki (hereinafter DSV). Your personal data will be processed for the purposes of: (i) related to the conclusion and performance of an agreement for services provided by DSV, (ii) marketing of DSV services, and (iii) conclusion and performance of future agreement. The legal basis for the processing of your personal data for these purposes is Art. 6 Para. 1 letter b) and Art. 6 Para. 1 letter f) of GDPR. The legitimate interest of DSV is the marketing of its own services. Providing your data was not mandatory, but necessary to achieve the above goals. DSV will transfer your personal data to other recipients entrusted with the processing of personal data on behalf of and for DSV. In addition, DSV will share your personal data with other recipients who will be involved in the performance of the agreement and if such obligation will result from the law. We store collected personal data in the European Economic Area ("EEA"), but they can also be sent to a country outside this area and processed there.

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Every operation of transferring personal data is carried out in accordance with applicable law. If the data are transferred outside the EEA, DSV applies Standard Contractual Clauses and Privacy Shield as safeguards for countries for which the European Commission has not found an adequate level of data protection. Your personal data related to the conclusion and implementation of services or agreements will be processed during the period of their implementation, as well as for a period not longer than provided for by law, including the provisions of the Civil Code and the Accounting Act, i.e. no longer than for 10 years, counting from the end of the calendar year in which the last service agreement was performed. Moreover, your personal data, processed for marketing purposes and for the conclusion and performance of future agreements, will be processed until the objection is made. You have the right to: (i) access to your personal data and receipt of copies of personal data being processed; (ii) rectify your incorrect data; (iii) request for deletion of data (right to be forgotten) in case of circumstances provided for in Art. 17 of GDPR; (iv) requests to limit the processing of data in the cases specified in Art. 18 of GDPR; (v) raise objections to the processing of data in the cases referred to in Art. 21 of GDPR; (vi) transfer of supplied data, processed in an automated manner.

If you believe that your personal data is being processed unlawfully, you may file a complaint with the supervisory body (Office for Personal Data Protection, ul. Stawki 2, Warsaw). If you need additional information related to the protection of personal data or want to exercise your rights, feel free to contact us at the following address: DSV Road sp. z o.o. the company having its registered office in Duchnice, address: ul. Ożarowska 40/42, 05-850 Ożarów Mazowiecki, tel.: + 48 22 739 23 00, e-mail: Road.Rodo@pl.dsv.com.

16.7. If the Customer provides the personal data of an employee or a co-worker of the Customer or if the employee or co-worker of the Customer submits data related to him to DSV, DSV informs the employee or co-worker of the Customer that:

The controller of your personal data is DSV Road sp. z o.o., the company having its registered office in Duchnice, address: ul. Ożarowska 40/42, 05-850 Ożarów Mazowiecki (hereinafter DSV). Your personal data has been transferred to DSV by your employer / principal with whom DSV has signed a transport or logistics agreement. Your personal data will be processed for the purposes of: (i) implementation of the agreement connecting DSV with your employer / principal, (ii) marketing of DSV services, and (iii) conclusion and performance of future agreements between DSV and your employer / principal. The legal basis for the processing of your personal data is Art. 6 Para. 1 letter b) and Art. 6 Para. 1 letter f) of GDPR, where the justified legal interest is the proper implementation of the agreement connecting DSV with your employer / principal and marketing of its own services. DSV will transfer your personal data to other recipients entrusted with the processing of personal data on behalf of and for DSV. Moreover, DSV will share your personal data with other recipients involved in the performance of the agreement and if such obligation will result from the law. We store collected personal data in the European Economic Area ("EEA"), but they can also be sent to a country outside this area and processed there. Every operation of transferring personal data is carried out in accordance with applicable law. If the data are transferred outside the EEA, DSV applies Standard Contractual Clauses and Privacy Shield as safeguards for countries for which the European Commission has not found an adequate level of data protection. The scope of your personal data processed by DSV includes the following categories of personal data: name, surname, business e-mail address, business phone number. Your personal data related to the implementation of the agreement concluded between your employer / principal and DSV will be processed for the period of its implementation, as well as for a period not longer than provided for by law, including the provisions of the Civil Code and the Accounting Act, i.e. no longer than by 10 years, counting from the end of the calendar year in which the last service agreement was performed. In addition, your personal data processed for marketing purposes and for the conclusion and performance of future agreements will be processed until the objection is made.

You have the right to: (i) access to your personal data and receipt of copies of personal data being processed; (ii) rectify your incorrect data; (iii) request for deletion of data (right to be forgotten) in case of circumstances provided for in Art. 17 of GDPR; (iv) requests to limit the processing of data in the cases specified in Art. 18 of GDPR; (v) raise objections to the processing of data in the cases referred to in Art. 21 of GDPR; (vi) transfer of supplied data, processed in an automated manner. If you believe that your personal data is being processed unlawfully, you may file a complaint with the supervisory body (Office for Personal Data Protection, ul. Stawki 2, Warsaw). If you need additional information related to the protection of personal data or want to exercise your rights, feel free to contact us at the following address: DSV Road sp. z o.o. the company having its registered office in Duchnice, address: ul. Ożarowska 40/42, 05-850 Ożarów Mazowiecki, tel.: + 48 22 739 23 00, e-mail: Road.Rodo@pl.dsv.com.

16.8. If the Customer provides DSV with personal data of his employee or co-worker, he is obliged to immediately transfer, on behalf of DSV Road, to such an employee or co-worker the information clause indicated in Para. 16.7. above.

17. Final Provisions

17.1. DSV may subcontract the Services in whole or in part without the Customer's prior consent. The subcontracting of the Services shall not release DSV from its obligations under the Service Order or the Agreement.

17.2. Any dispute arising out of or in connection with the understanding, interpretation, performance or breach of these Terms and Conditions shall be settled by a court competent for the seat of DSV.

17.3. These Terms and Conditions shall be governed by the laws of Poland. In all matters not stipulated in these Terms and Conditions the CMR Convention, the Transport Law Act, the Act of 23 November 2012 – the Postal Law, and the Polish Civil Code shall apply.

17.4. These Terms and Conditions were made in Polish and in English. In the event of any discrepancies between the Polish and the English version, the Polish version shall apply.

17.5. At any time DSV shall have the right to unilaterally amend these Terms and Conditions by publishing the amendments on DSV's website www.pl.dsv.com. In case any Agreement was concluded or Offer was submitted by DSV after such publication, those will be subject to the amended Terms and Conditions.

17.6. The present Terms and Conditions enter into force on September 1st, 2020 and supersede previous General Rules of Services provided by DSV Road Sp. z o.o. dated on May 4th, 2020.

17.7. These Terms and Conditions are available at a request at the seat of DSV as well as can be found in electronic form on the website www.pl.dsv.com and they can be download and printed.

Filip Czerwiński
CEO / President of the Management Board
DSV Road Sp. z o.o.

Thomas S. Jansson
CFO / Vice President of the Management Board
DSV Road Sp. z o.o.

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