

The present General Terms and Conditions of Service Provision by DSV Solutions Sp. z o.o. define the formal and legal relationships between the Customer and DSV Solutions Sp. z o.o. (DSV) as the logistics operator and shall apply, unless the current legislation rules otherwise or other provisions have been agreed in writing by and between DSV Solutions Sp. z o. o. and the Customer.

## I. GENERAL TERMS AND CONDITIONS GOVERNING PROVISION OF STORAGE SERVICES

1. DSV is an logistics operator, who undertakes to offer professional stacking and warehouse management services for the Customer's goods, in return for remuneration.
2. All goods stored in the DSV warehouses remain the property of the Customer.
3. Liability of DSV for goods entrusted for storage is limited to the amount of 8,33 SDR per each 1 kg of products lost or damaged, and the maximum absolute amount is SDR 100,000 per each single incident or series of incidents. DSV shall not be liable for lost profit and other consequential losses which occurred while DSV provided its storage services to the Customer, otherwise than as specified above.
4. DSV has the General Third Party Liability Insurance which provides coverage of liability, as specified in the current regulations within scope of provided services.
5. The Customer must have an all risks property insurance covering the maximum value of goods deposited in the DSV warehouses. The Customer shall submit to DSV a certificate to certify possession of such policy and the general Terms and Conditions of Insurance.
6. DSV shall be liable for any damage resulting from a loss, shortage or damage of stored goods, since they were received in the warehouse, until released to a person authorised to receive such goods.
7. DSV shall not be liable for a loss, shortage or damage of goods stored in the DSV warehouses, if it is caused by an act or negligence of the Customer or any third parties, used by the Customer in performance under the contract. In particular, DSV shall not be liable for a damage caused by a loss, shortage or damage of goods in cases when:
  - a) the damage is a consequence of Force Majeure, or if it was caused by reasons attributable to the Customer and/ or third parties related with the Customer and/ or acting in their name and/or third parties who are their customers,
  - b) the loss or damage is natural and results from loss of mass or weight, hidden or internal defect, natural deterioration of the product which occurred not in connection with any action of the Customer,
  - c) the damage is a consequence of insufficient, damaged or incorrect package,
  - d) shortages and defects of goods were found when the goods were originally packed in bulk packages not damaged, provided that after the bulk packages are opened and shortages or damages are detected, DSV shall notify the Customer in writing or via an e-mail sent to the e-mail address designated by the Customer, providing details of such damages, which were not caused by any wilful action or negligence of DSV,
  - e) a damage caused by incorrect designation of goods by the Customer or being the consequence of Customer's guidelines as to make designation .
8. In case when the goods are delivered to the warehouse for the first time, the Customer shall provide to DSV all logistical data on products, such as the structure of packages, conditions of storage, indexes and trade names of products and additional information required for proper provision of services.
9. Failure of the Customer to inform DSV in writing, that the goods handled and hazardous as understood by the current version of an international ADR CONTRACT or that they are designated by law as arms or double assignment means that the Customer declares that the goods ordered are not hazardous or of strategic importance.

10. The Customer authorises DSV to exercise full control of the goods, including their internal contents, also with participation of the Customs (unpacking, unwrapping the foil etc.).
11. DSV shall refuse to deposit and handle:
  - goods defined by the legislation as arms or double assignment;
  - hazardous goods of class 1 & 7 and those listed in table 1.10.5 (Specification of High Risk Hazardous Goods) of ADR European Agreement;
  - Foodstuffs in other packages than those in which the goods are packed by the manufacturer;
  - Goods which require refrigeration.
12. In case of services dedicated to the healthcare sector, Customer must inform DSV about pharma products classification prior to the start of cooperation in order to verify compliance with DSV licences. If product classification is not compliant with DSV licences DSV can refuse to accept such products.
13. The Customer can file orders to DSV using:
  - e-services platform (Quar for Web), after receiving the username and password for application from DSV,
  - EDI - a combination of Customer and DSV systems,
  - an Excel file - an agreed format of an Excel file allowing to automatically import data to DSV systems,
  - other text format agreed with DSV,
  - or, if the above is not possible, in writing (e-mail, fax, letter) upon DSV Solutions Sp. z o.o. approval.
14. An order filed by the Customer by e-mail means, in the same way as an order made in writing, that the Customer accepts the order, the rules of discharge by DSV of orders made in this way and accepts the obligation to pay the fee for services provided under such order - in accordance with the prices, terms and conditions, and dates of payment agreed earlier.
15. Orders with the date of release within 24h must be filed to DSV until 02:00 p.m. on the day preceding release of the order. DSV reserves its right to handle the orders sent after 02:00 p.m. in the same way as those sent on the next day.
16. By 03:00 p.m. the Customer shall submit to DSV a specification of all order numbers for orders sent on that day. DSV shall confirm that the specification matches the received orders.
17. Supplies of goods are received between 6:00 a.m. - 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.
18. The Customer is responsible for the proper designation and packaging of goods supplied to DSV warehouses.
19. Supplies of goods shall not be accepted unless the goods are stacked on EUR pallets or on other certified pallets. In case of goods packed in containers (in bulk supplies), the goods are unloaded and palletised on EUR pallets for an additional payment.
20. If the contract 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:



The Balance = (Pallets received from the Customer – Pallets released from the warehouse + Pallets received from customers) x Pallet consumption factor

The pallet consumption factor equals to: 14,3 %.

The detailed rules of management of EUR pallets may be agreed in a separate agreement between the Parties.

21. DSV disclaims its liability for pallets not returned by customers on delivery and for vindication of pallets from recipients of goods.
22. In stacking goods DSV shall follow the rules of good practices in logistics and those agreed with the Customer, so that the goods are stored on racks or stacks, depending on the type of goods.
23. Standard conditions of storage for goods are: temperature 5 to 30°C.
24. The warehouses of DSV open on Sunday 10:00 p.m. and close on Friday 10:00 p.m.. If services must be provided beyond standard working hours or on legal holidays, DSV shall charge an additional fee agreed with the Customer.
25. If the Customer's deliveries and collections are handled by another forwarder / transporter than DSV, then the administrative fees paid on that account by DSV, for i.a. computer and documentation services, etc. shall be charged to the Customer.
26. If the price for DSV services was set in other currency than PLN, the 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 from the last working day preceding the date of the VAT invoice.

## II. GENERAL TERMS AND CONDITIONS OF TRANSPORT SERVICES

1. DSV is the FORWARDER, whose job is to send or receive, in return for remuneration, in its own name, but on the Customer's account, a shipment and to arrange the entire, or a part of the process of moving the shipment between different locations together with other activities associated with handling and moving of the shipment from one location to another.
2. To perform its forwarding activities, DSV has a license required by Polish law, license no. 0000002, for provision of domestic road transportation of things, valid until Oct. 18, 2026.
3. On accepting an order for transportation of things from its Customer, DSV acquires the rights and obligations of a CONTRACTED TRANSPORT PROVIDER.
4. The scope of DSV's liability in the performance of contracts for international carriage of cargo by road 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 (Dz. U. [Journal of Laws] of 1962 No. 49, item 238, as amended), provided that the liability of DSV for loss or damage of goods shall be limited towards the Customer, who is not a customer as defined in the Polish Civil Code, to EUR 250,000 for one loss or a series of losses arising out of one event, and the maximum absolute liability of DSV in this respect shall be limited to EUR 2,000,000 in a given calendar year.
5. The scope of DSV's liability in the performance of contracts for domestic carriage of cargo by road shall be determined in accordance with the Transport Law Act of 15 November 1984 (Dz. U. of 2000 No. 50, item 601, as amended), provided that if the Customer fails to state the goods value in the order placed with DSV, the liability of DSV towards the Customer, who is not a customer as defined in the Polish 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 loss or a series of losses arising out of one event. Notwithstanding the

foregoing, the liability of DSV for loss or damage of goods in a given calendar year shall be limited to EUR 2,000,000.

6. DSV provides its services upon rules stipulated in General Polish Terms and Conditions of Forwarding(OPWS – current edition), prepared by the POLISH CHAMBER OF FORWARDING AND LOGISTICS –the national member of FIATA-INTERNATIONAL FREIGHT FORWARDERS ASSOCIATION with seat in Zurich, approved by the Presidium of the NATIONAL CHAMBER OF ECONOMY (KIG). The current edition of OPWS can be found at [www.dsv.com/pl](http://www.dsv.com/pl).
7. DSV has the Third Party Liability Insurance of a Freight Forwarder and Transport Provider which covers liability set out in the current regulations, within scope of the provided services.
8. The Customer shall enclose to its first order copies of the following documents: Regon, NIP, KRS or other document confirming registration of the company in proper register (in accordance with the relevant provisions), and in case of natural persons (including civil companies) a copy of the document confirming registration in the business activity register or other document confirming its registered address or its registered office where the business operates and PESEL of the owner/s.
9. In case when the Customer orders DSV transportation or forwarding of hazardous goods, as understood by the European Contract on transportation of hazardous goods by road (ADR), drawn up in Genova, on September 30, 1957 (Journal of Laws of 2002, No. 194, item 1629), hereinafter „European ADR contract”, it shall supply for transportation only such goods, which meet the requirements of the current European ADR contract and provide to DSV any data and information required to effect the transport in compliance with the European ADR Contract. Within scope specified above the Customer is obliged to meet i.a. the requirements set out in item 1.4.2.1 of the European ADR Contract, and in particular:
  - a) to make sure that the hazardous goods are classified and allowed for transportation in accordance with the European ADR Contract;
  - b) provide DSV and the driver with data and information, and if required, the necessary shipment and accompanying documents (the permit, admissions, notifications, certificates etc.);
  - c) use only those 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.
10. In case of a failure to discharge or improper discharge by the Customer, of its duties set out in item 9, the Customer will be obliged to compensate any costs, damages, burdens and expenses resulting there from and those resulting from failure of the Customer or persons for whose acts and negligence the Customer is responsible, to the requirements of the European ADR Contract, and it shall be bound to release DSV from any liability towards third parties, which might arise from infringement, by the Customer, of the provisions of item 9, and it shall be bound to enter in the place of DSV in any proceedings initiated against DSV due to the above named reasons.
11. Failure of the Customer to provide to DSV information in writing that the goods ordered are hazardous as understood by the International ADR Contract (up-to-date version) or that these goods match the definition of arms, or goods of double assignment, provided in legislation means, that the Customer declares that the goods ordered are not hazardous or goods of strategic nature.
12. The Customer authorises DSV to exercise full control over the shipment, including its internal contents, also with participation of the Customs Office (unpacking, unwrapping the foil, etc.).
13. DSV does not provide the transportation services of:
  - goods matching the definition of arms or double assignment goods, provided in the legislation;

- hazardous goods of class 1 &7 and listed in table 1.10.5 (Specification of High Risk Hazardous Goods) of the European ADR Contract;
  - Foodstuffs in other packages than those in which the goods are packed by the manufacturer.
14. The Customer may place orders to DSV for forwarding and transportation of things, by electronic means, using:
- the e-services platform, after receiving the username and password for application from DSV,
  - EDI - combination of the systems used by the Customer and DSV,
  - an Excel file - an agreed format of an Excel file allowing to automatically import data to DSV systems,
  - or, if the above is not possible, in writing (e-mail, fax, letter) upon DSV Solutions Sp. z o.o. approval.
15. An order filed by the Customer by e-mail means, in the same way as an order made in writing, that the Customer accepts the order, the rules of discharge by DSV of orders made in this way and accepts the obligation to pay the fee for services provided under such order - in accordance with the prices, terms and conditions, and dates of payment agreed earlier.
16. An order placed in writing, which additionally includes an order for Cargo Insurance, or an order for transportation of return packages, or an order for a service of delivery paid COD (Cash on Delivery), or an order for transportation in controlled temperature - requires individual arrangements and a written confirmation from DSV.
17. If the price for DSV services was set in other currency than PLN, the services shall be settled always after denomination into PLN using the average rate of exchange of the National Bank of Poland from the last working day preceding the date when the goods were loaded.
18. In performance under contracts for international and domestic road transport the Customer is bound to pay an additional charge for costs incurred in vehicle stoppage not caused by DSV.
19. DSV reserves its right to automatically correct the prices for provided services in case of a change of external costs which have impacts on the costs of performance of such services, as i.e. costs of fuel, transport by ferry, over bridges and through tunnels, taxes and any type of road toll paid by the transport providers (regardless of their form), and as a result of new fees imposed on behalf of holders of highway concessions. The prices of DSV services will be automatically increased since the legislation imposing new taxes, road fees or fees for transport by ferry, over bridges and through tunnels, comes into force, or since the date of increase of taxes, tolls and fees for transport by ferry, over bridges and through tunnels already enforced. DSV reserves its right to increase the prices of services also in case of changes to other factors falling beyond the control of DSV.
20. The prices for DSV services shall be valorised each time by the amount of the Bunker Adjustment Factor (BAF) and the Currency Adjustment Factor (CAF), if the price for a service is set in other currency than PLN, applicable in the specific period. Their actual and archival values can be found in DSV web site [www.dsv.com/pl](http://www.dsv.com/pl).

### III. FINAL PROVISIONS

1. The remuneration of DSV may not be compensated against the Customer's claims.
2. In case of changes of the parameters of the shipment or the structure of goods, the remuneration of DSV may also change.





3. 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 materials inconsistencies between the actual state of affairs and statements submitted by the Customer, it is entitled to unilaterally verify the process declared in the offer, which were prepared on the basis of such statements. Prior to the execution, DSV in case of doubts is authorized to verify creditworthiness of the Customer. DSV is obliged to inform the Customer about verification immediately. DSV is not responsible for any damages resulting from failure in execution of services until submitting by the DSV the information on positively completed verification of Customer's creditworthiness.
4. The price for the services provided by DSV shall be increased by the goods and services tax (VAT) charged according to the current provisions of the act on goods and services tax.
5. *For tax purposes, it is considered that the issue and delivery to the buyer of a correcting invoice reducing the VAT tax base (in minus), issued as a result of an error on the part of DSV, constitutes documentation of the establishment of new terms of sale and meets the requirements referred to in Art.5. For tax purposes, it is considered that the issue and delivery to the buyer of a correcting invoice reducing the VAT tax base (in minus), issued as a result of an error on the part of DSV, constitutes documentation of the establishment of new terms of sale and meets the requirements referred to in Art.*
6. To save the natural environment, with written consent from the Customer, the VAT invoice for services provided by DSV will be sent to the Customer in electronic form.
7. Additional fees may be charged on the price of 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 monitoring of payments, if applicable.
8. If payment of the price for services is delayed, DSV is entitled to vindicate legal interest for such delay calculated in accordance with Article 481 Polish Civil Code and to charge the costs of vindication of such receivables to the Customer.
9. 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. DSV may offer a credit limit to individual 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 stop provision of successive services for the particular Customer, if the current balance on the Customer's account exceeds the limit of credit assigned to it by DSV. Within these Terms and Conditions of Service Provision the "current account balance" is the value of all services invoiced and all services, which were provided, but not yet invoiced.

These terms and conditions are available at a request, in the seat of DSV Solutions Sp. z o.o., and can be found and printed in web site: [www.dsv.com/pl](http://www.dsv.com/pl).

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