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General Requirements of DSV Road Sp. z o.o. for the Road Carrier					
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## General Requirements of DSV Road Sp. z o.o. for the Road Carrier (hereinafter “the General Requirements”)

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### I. Preamble

These General Requirements of DSV Road Sp. z o.o. for the Road Carrier define the formal and legal relations between DSV Road Sp. z o.o. with its registered office in Duchnice at Ożarowska 40/42 Street, 05-850 Ożarów Mazowiecki, who is a large enterprise within the meaning of Act of 8 March 2013 r. on combating inordinate late payment in commercial transactions, (hereinafter “DSV Road”) acting as the customer and the Carrier as the contractor providing transport services (hereinafter also referred to as “the Services”) and shall apply to Services provided by the Carrier to DSV Road, unless the current legislation provides otherwise or other provisions have been agreed on in writing by and between DSV Road and the Carrier.

The Carrier declares that he read the current version of the General Requirements before he starts providing of the Service to DSV Road and that he accepts these General Requirements in their entirety.

### II. General Regulations


2. 1 While conducting international carriage of goods by road on behalf of DSV Road, the Carrier assumes the rights and obligations of an international road carrier pursuant to the regulations of the Convention on the Contract for the International Carriage of Goods by Road (CMR) of 19.05.1956 (Journal of Laws no. 49, item 238) and while conducting domestic carriage of goods on behalf of DSV Road, the Carrier shall act on the basis of the Act of 15.11.1984 Carriage Law (Journal of Laws of 2000, no. 50 item 601, as amended) and secondary legislation to the said Act as well as applicable provisions of the Civil Code.
2. 2 While conducting international or domestic carriage of goods by road on behalf of DSV Road, the Carrier shall not be entitled to dispose of the carried goods, to transfer the goods against own debts or to transfer the title of ownership of the goods.
2. 3 The Carrier is not allowed to pass any order received from DSV Road to any third parties without prior agreement of the DSV Road (No Subcontracting Clause). In the case the Carrier passes the order to any third party without prior agreement of DSV Road, DSV Road has the right to charge the Carrier with a contractual penalty in the amount of PLN 50 000.00 for every breach of the No Subcontracting Clause. Payment of the agreed contractual penalty does not prevent DSV Road from seeking supplementary compensation on general principles.
2. 4 The Carrier shall refrain from undertaking business activity that is competitive towards DSV Road. Upon the acceptance of the transport order from DSV Road, the Carrier undertakes not to directly offer or render transport services to the sender and recipient of the goods specified in the order for a period of 2 years from the date of receipt of the order (Non-compete Clause). In the event of any breach of the Non-compete Clause by the Carrier, DSV Road reserves the right to seek PLN 50.000 from the Carrier in virtue of the contractual penalty for every event of breach. Payment of the agreed contractual penalty does not prevent DSV Road from seeking supplementary compensation on general principles.
2. 5 If Parties don't agree otherwise in the order or in agreement, without prior written consent of DSV Road the Carrier cannot : (i) transship the goods to a mean of transport other than this which was indicated by DSV Road in the order, or (ii) add on the mean of transport other goods ( not covered by DSV Road's order).
2. 6 While conducting international or domestic road carriage of goods by road on behalf of DSV Road, the Carrier shall be obligated to fulfil all obligations which are set out in DSV Road Code of Conduct for Suppliers in their current wording, which constitute Annex 1 to these General Requirements and are available on request in the registered office of DSV Road, it is also possible to download the printable mentioned above document from: <https://www.dsv.com/pl-pl/wsparcie/dokumenty/strefa-przewoźnika/road/dokumenty> . Additionally, the Carrier shall be obligated to acquaint drivers acting for DSV Road with the contents of DSV Road Code of Conduct for Suppliers and with the DSV Road Quick Guide for drivers that is an abridged version of it and constitutes Annex 2 to this General Requirements and are available on request in the registered office of DSV Road, it is also possible to download the printable mentioned above document from:

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- site <https://www.dsv.com/pl-pl/wsparcie/dokumenty/strefa-przewoznika/road/dokumenty>. The Carrier shall be obligated to deliver the copy of DSV Road Quick Guide for drivers to each of the drivers who perform services on behalf of DSV Road.
2. 7 The Carrier is obliged as part of remuneration received for the Services from DSV Road to pay all necessary expenses, taxes and other charges, including required by Polish and international law minimum wage to its employees and subcontractors.
  2. 8 In the event of arising an obstacle in the performance of the Services in accordance with the order due to the breakdown of a means of transport, the Carrier is obliged to provide at their own cost alternative means of transport in order to perform the carriage, and if that is not possible the Carrier authorizes DSV Road to organize alternative transport at the expense of the Carrier.
  2. 9 The Carrier is obligated to adhere counter-terrorism legislation applicable in Poland while he renders Services, in particularly (i) COUNCIL REGULATION (EC) No 881/2002 of 27 May 2002 imposing certain specific restrictive measures directed against certain persons and entities associated with Usama bin Laden, the Al-Qaida network and the Taliban, and repealing Council Regulation (EC) No 467/2001 prohibiting the export of certain goods and services to Afghanistan, strengthening the flight ban and extending the freeze of funds and other financial resources in respect of the Taliban of Afghanistan and (ii) COUNCIL REGULATION (EC) No 2580/2001 of 27 December 2001 on specific restrictive measures directed against certain persons and entities with a view to combating terrorism.
  2. 10 The Carrier undertakes to hold confidential all information and data obtained or provided directly or indirectly by DSV Road or by client of DSV Road (in particular included in: (i) transport order, (ii) bill of loading, or (iii) any documentation provided to the Carrier) and, irrespective of its nature, support or form, only to use them for performing of the Services ordered by DSV Road, and not to disclose said information and data to any third parties without DSV Road's prior written consent. The Carrier undertakes to ensure that all its personnel with a need to know (in particular staff) also respect the terms of the confidentiality undertakings as stated herein. The confidentiality undertakings stated herein shall remain in full force and effect throughout the period of cooperation between the Carrier and DSV Road and for a further ten years (10) following its termination for any reason whatsoever.
  2. 11 Any changes to the DSV Road's order sent to the Carrier require written or documentary form (thru an email message) under pain of invalidity.
  2. 12 In the case of customs parcels/goods, the driver is obliged to appear at the place of clearance. In case of failure to comply with the above, the Subcontractor is obliged to report to the place according to the place of clearance as soon as possible and to bear all additional costs related thereto (including additional charges imposed by the customs authorities in connection with the event). In the case the Carrier violates his obligations set out in the first sentence of this point, DSV Road has the right to charge the Carrier with a contractual penalty in the amount of PLN 50 000.00 for every event of a breach of these obligations. Payment of the agreed contractual penalty does not prevent DSV Road from seeking supplementary compensation on general principles.

### III. Requirements concerning the execution of the transport order

3. While conducting the Services related to international or domestic carriage of goods by road on behalf of DSV Road, the Carrier is in particular obliged to:
  3. 1 Hold any and all qualifications, documents, licenses required by the Polish law to conduct the international or domestic transport of goods or occupation of road transport operator and equipment required under the legal regulations, which are necessary for the execution of the transport order, together with their current revision,
  3. 2 Hold a valid and paid insurance policy for the Carrier's Civil Liability (OCP) covering by its scope of the transported goods and fulfilling the following conditions:
    - 3.2.1. in the case of international transport in a minimum amount equal to the guarantee sum per event shall not be lower than EUR 250,000.00 for each event, except that the amount of such policy guarantee sum shall never be lower than the value calculated as a product of at least 8.33 SDRs per 1 kg gross weight of the goods transported by the Carrier resulting from an transport order of DSV Road for every event;
    - 3.2.2. in the case of domestic transport, the minimum amount of the guarantee sum shall not be lower than the value of the transported cargo and at the same time shall not be lower:
      - 3.2.2.1. EUR 200,000.00 for each event for vehicles with the cargo capacity up to 8 pallets,
      - 3.2.2.2. EUR 250,000.00 for each event for vehicles with the cargo capacity up to 22 pallets,
      - 3.2.2.3. EUR 300,000.00 for each event for vehicles with the cargo capacity up to 33 pallets,
    - 3.2.3. insurance must cover by its scope the damage caused as a result of theft or robbery.
    - 3.2.4. The insurance policy referred to in section 3.2.1. and 3.2.2. should cover goods, territory and terms of carriage contained in the transportation order sent to the Carrier by DSV Road.
  3. 3 Hold a valid legal title to dispose of the motor vehicle or motor vehicles which are to be used in the Service provision;
  3. 4 Always use means of transport in a good technical condition, esthetic and clean, compliant with the technical requirements set forth in the DSV Road order and in applicable regulations which govern carriage on the territory of individual countries in which the Services shall be provided;
  3. 5 Meet the requirements specified in the regulations of the Traffic Law Act of 20 June 1997 and in other regulations which specify the requirements with respect to drivers. The Carrier (or any other person acting on behalf of the Carrier) is also obliged not to be convicted by a valid court judgement for a wilful offence against transport safety, property, reliability of documents or against the environment;
  3. 6 Use a motor unit that meets the requirements specified according to the EURO 4 standard or higher, as regards the emission of pollution contained in combustion gasses;
  3. 7 Owning, as a permanent feature of the transport mean, the required by law (in force in the place of the transportation) the relevant devices for cargo securing and protecting it the vehicle, i.e., in particular, it is required to have the following: fixing straps, anti-slip mats, strips of aluminum bolts (min. 2 pcs), efficient GSM phone, etc. The Carrier, in all circumstances, is directly responsible for the correct (according to the law of the place where the transport is provided) arrangement, mounting

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- and securing of loads before changing the position of the load box or making excessive noise. The Carrier is also responsible for checking whether the cargo can be transported in a vehicle owned by him.
3. 8 Supervise the loading and determine the quantity of goods during loading and determine its condition, externally by the number of packages and packaging condition in which the goods are situated against the bill of lading I. In addition, the Carrier or Carrier's driver is obliged to check the conformity of the goods with the parameters received from DSV Road in the transport order.
  3. 9 Check whether the vehicles are not overloaded and is obligated to lock the load box in a manner protecting goods from access of third persons.
  3. 10 Possess and use own bills of lading.
  3. 11 Possess for the transport of:
    - 3.11.1. dangerous goods ADR – a certificate for the transport of dangerous goods (driver) and an appropriately marked and equipped vehicle,
    - 3.11.2. foodstuffs – appropriate medical examinations (driver) and a positive decision of the Sanitary and Epidemiological Station [Sanepid] (means of transport),
    - 3.11.3. cargo in controlled temperature – an appropriate certificate required under the agreement on the international transport of perishable goods (ATP),
  3. 12 Transport the pharmaceutical products according to:
    - 3.12.1. Guidelines of 7 March 2013 on Good Distribution Practice of Medicinal Products for Human Use (2013/C 68/01),
    - 3.12.2. Pharmaceutical Law of 6 September 2001 (Dz.U. 2008 No 45 item 271 as amended),
    - 3.12.3. Regulation of the Minister of Health of 13 March 2015 on requirements for the Good Distribution Practice (Dz.U. item 381).
  3. 13 Map out and designate all stops and its places before starting the Service
  3. 14 Stop the means of transport with goods only at parking lots compliant with the requirements provided to the Carrier by DSV Road and if such requirements have not been provided, a place for a stop should be at least compliant with the requirements of the insurer issuing a Carrier OCP policy and must be each and every time be at safe locations i.e. outside of the high-risk areas inter alia forests, non-built-up and not sufficiently lighted areas. If the Carrier leaves the means of transport during the stop, he is obligated to lock all doors and windows and is obligated to turn on all mechanical and electrical protection devices and must take with his keys to the vehicle.
  3. 15 Immediately notify the managing freight forwarder in DSV Road about the refusal to execute the transport order sent by DSV Road. Should the Carrier fail to send DSV Road a written refusal to execute the transport order within 1 hour from submitting the said order by DSV Road, it shall be agreed that the Carrier has accepted the order for execution with the effect of concluding a contract of carriage;
  3. 16 Immediately notify the managing freight forwarder in DSV Road, no later than in one hour, about:
    - 3.16.1. any and all obstacles connected with the execution of the order, in particular each expected delay in reaching the loading/unloading place in relation to the obtained transport order with reservation, that in the event of any obstacles in the place of loading or unloading the Carrier cannot leave such place without explicit written or documentary consent of the freight forwarder in DSV Road;
    - 3.16.2. the expected demurrages as well as about controls and detentions by authorized administrative authorities, including by custom duties, police and other authorities and about technical failures;
    - 3.16.3. discrepancies concerning the amount and condition of the cargo, returnable pallets, the lack of documents, etc.;
    - 3.16.4. any and all demurrages which were caused by the fault of the goods sender/ recipient is obliged to confirm those facts in the waybill/ stoppage card; failure to perform the obligation shall result in the lapse of the Carrier's claim against DSV for the reimbursement of the demurrage costs. The Carrier has no right to demand the reimbursement of costs. The demurrage charges in the event of a willful delay of the Carrier in timely making the means of transport ready for loading, unloading or bringing the same to the place of customs clearance. In international carriage, 24h (48h in former CIS countries) from the moment of making the vehicle ready for loading/unloading/bringing the vehicle to the place of custom clearance are free from additional demurrage charges. In domestic carriage, 8 h from the moment of making the vehicle ready for loading/unloading are free from additional demurrage charges.
    - 3.16.5. each breach or infringement of customs seals did by a person not entitled to this according to mandatory provisions of law – in such situation the Carrier is obligated to check and document the condition of the goods. The Carrier who transports the goods protected by a seal is responsible to check conditions of the seal after loading the goods, during each stop, and before unloading the goods.
  - 3.17. Note in the waybill (in the case of the CMR waybill – in field 18) any and all reservations concerning the state and amount of goods during loading/unloading. Any annotations in the waybill should be absolutely visible on all four counterparts of the document (the original and 3 copies). In the event of a lack of reasonable reservations of the Carrier included in the waybill, it is agreed that the goods and the packaging are in good condition upon their acceptance by the Carrier and the amount/number, the characteristics and numbers are consistent with the provisions of the waybill.
  3. 18 Note in the CMR waybill in boxes 16 and 23 pursuant to the CMR Convention a name of the Carrier which in fact transported the goods.
  3. 19 Draw up a shipping damage report in the case of discovering damage in the shipped goods and photo evidence and to immediately send the report to the managing freight forwarder in DSV Road.
  3. 20 Ensure that the waybill and other proofs of carriage (e.g. inventory issue documents) are always legibly signed by:
    - 3.20.1. the Sender – after loading irrespectively of the reservations,
    - 3.20.2. the Carrier – upon the receipt of the goods for carriage,
    - 3.20.3. the Recipient of the goods – after unloading with the exact date of accepting the goods, regardless of reservations or not, and every signature is legible, optionally affixed with a stamp in such a way so that the identity of the signee is always easy to determine. In the event of a refusal to sign the waybill by the sender or recipient, one is to request the procedure from the managing freight forwarder in DSV Road or to refuse to execute the transport.
  3. 21 To make sure that the driver of the Carrier, while entering DSV Road warehouse, shall be dressed in a warning vest and protective shoes, and when loading using a floating motor truck, and shall have the following:
    - 3.21.1. certificate of completion of driver forklift motor trucks course,
    - 3.21.2. current medical certificate,


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- 3.21.3. current health and safety training in the field of health and safety and fire regulations.
3. 22 Performing loading works with the use of a motor driven pallet truck only on condition of a prior receipt from DSV Road of a written permission for the service of a motor driven truck.
3. 23 Comply with all applicable rules of DSV Road and internal rules of DSV Road's clients, OHS and fire regulations.
3. 24 Sending all transport invoices together with any additional documents showing the implementation of transport (including the original copy of the CMR, as confirmed by the recipient of goods) **only to the registered office of the Company: DSV Road Sp. z o.o., ul. Ożarowska 40/42, Duchnice, 05-850 Ożarów Mazowiecki**. The Carrier is obliged to place, always in the same place and on all documents (invoice and transport documents) DSV Road reference code that begins with the following characters: PL.... and the number of DSV Road transport, received from the Operational Employee at DSV Road while ordering transport services and placed in the transport order. The Carrier is obligated to send electronic invoices on the following e-mail address: plinvoice@dsv.com.
3. 25 If the carrier provides DSV Road with an invoice or transport document, which will be issued in an irregular manner, in particular, they will not comply with the requirements set out in point. 3.24 above (no reference code, no transport number, etc.), then DSV Road will be entitled to treat the invoice as issued not in accordance with the order and will be entitled to send it back to the Carrier without accounting. In such a case, the payment term for the service rendered by the Carrier shall run from the date of providing DSV Road VAT with an invoice and transport documents issued in accordance with the principles set out in point. 3.24 above.
3. 26 If the carrier, under this order, accepts to transport goods that require a temperature-controlled transport, it is required to:
- earlier chill or heat the means of transport, which will be used to carry out transport,
  - verify that the goods accepted for carriage have been properly chilled or heated by the sender
  - have a device for monitoring temperature, in which the goods are transported. Such a device must be efficient and must have adequate and current approvals. If the transport of goods takes place at a controlled temperature, then the Carrier, upon request of DSV Road, is required to submit, within 14 days from the date of receipt of the request, the print of the temperature monitoring device. If the Carrier does not present the above mentioned print, it is recognized that there has been a breach of the order. In this case, if the transport is damaged by not providing proper temperature of transport, the Carrier will be obliged to pay compensation corresponding to the value of the cargo transported.
3. 27 Confirm the exchange of the returnable packaging i.e. pallets type EUR-EPAL and other returnable packaging in the waybill and other proofs of carriage
3. 28 DSV Road shall have the right to suspend the payments to the Carrier for the service provided until the return of the duly evidenced Proofs of Carriage. In the event of the failure to return the confirmed Proofs of Carriage and the lack of possibility to obtain the aforementioned confirmation from the recipient of goods, DSV Road shall have the right to charge the Carrier with the evidenced amount constituting the equivalent of the goods delivered.
3. 29 Should the Carrier fail to account for the EUR pallets or other returnable packaging mentioned in documents confirming the implementation of the transport Services (hereinafter: "the Proofs of Carriage"), DSV Road shall have the right to charge the Carrier for each pallet that has not been accounted for with the costs amounting to at least PLN 100. Failure to account for the collected pallets shall be construed as the failure to physically return the handed over number and type of pallets confirmed by the warehouse indicated by DSV Road in the Proofs of Carriage or a failure to obtain the pallet receipt confirmation by the recipient of the goods within 3 days from the delivery date.
3. 30 If the consignee refuse the goods because of wrongful or act of the Carrier (in particular because of total or partial damage of goods, loss or partial loss of goods or delay in delivery of the goods), the Carrier will be obligated to perform any instruction of DSV Road at the Carrier's cost, in particular the Carrier is obligated to carry all cost which occurs as a result of returned such goods to sender.
3. 31  
The Carrier is obligated to notify about each completed delivery or unloading of the goods in tools appointed by DSV Road (hereinafter "Application"). The notification must be done immediately, no later than until the end of the day in which each delivery or unloading of the goods is completed. The Carrier is obligated to notify via Application any discrepancies concerning to quantity or quality of the goods by giving them proper status. This not relieve the Carrier from obligations to obtain the record in delivery documentation according to point 3.20.
3. 32 DSV Road is entitled to charge liquidated damages of 50 PLN from the Carrier each time if:
- the Carrier fails to provide DSV Road via Application with information about each completed loading or unloading of the Goods until the end of the day in which each delivery or unloading of the goods was completed; or
  - the Carrier provides DSV Road with incorrect information about completed loading or unloading of goods; or
  - the Carrier fails to provide DSV Road with information about obstacles related to rendering of the order sent by DSV Road; or
  - the Carrier gives via Application erroneously status about the goods.
- Payment by the Carrier of the agreed contractual penalty does not prevent DSV Road from seeking supplementary compensation on general principles.

#### IV. Transport of the Dangerous Goods ADR

- 4.1 The Carrier is obliged to adhere the requirements of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), drawn up in Geneva, on 30 September 1957 (DZ.U. Journal of Laws of 2013, No. 815), hereinafter „ADR European Agreement”, valid on the date when the cargo was loaded, each time when ADR dangerous cargo is accepted for transport, and in particular the Carrier is obliged to:
- 4.1.1. appoint a consultant for a dangerous goods;
- 4.1.2. make sure that the hazardous goods assigned for transportation are admitted for transportation in accordance with the ADR European Agreement;
- 4.1.3. make sure that all information required in the ADR Agreement, regarding the dangerous cargo assigned for transportation, was supplied by the sender prior to the start of journey, that the required documents are stored in the forwarding unit, and in case when the hardcopy documents were replaced by electronic data processing technology (EDP) or electronic data interchange technology (EDI), that availability of such data during transportation has been ensured in a degree at least equivalent to that characteristic for hardcopy documents;




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- 4.1.4. Visually check, whether the vehicles and cargo are free of defects and whether any leaks, lack of tightness, or shortages of equipment are present, etc.
- 4.1.5. make sure that a vehicle has been properly marked;
- 4.1.6. make sure that the vehicle is equipped with the written instructions for the driver.
- (The above operations should be done on the basis of the transport documents and accompanying documents, and verified on the basis of the visual verification of the vehicle or the containers and, if desired, the cargo).
- 4.2 When loading of ADR dangerous goods takes place in the DSV Road warehouse, the Carrier / driver is obliged to legibly sign a declaration confirming compliance with the requirements of legislation applicable for the transport of the ADR dangerous goods;
- 4.3 In case when any infringement of the current ADR Agreement has been detected by the Carrier, it shall be bound to promptly report such infringements to the leading forwarder of DSV Road and it shall not start transportation until these incorrect facts are removed. In case when the Carrier failed to discharge, or improperly discharged its duties imposed by force of this item, it shall be bound to cover any and all costs, compensate damages, burdens and expenditure resulting from, or remaining in association with the lack of proper information from the Carrier, or occurring as a result of failure of the Carrier and persons for whom the Carrier is liable, to comply with the requirements of the ADR Agreement, and it shall be bound to release DSV Road from any liability towards third parties, potentially resulting from infringement of this item by the Carrier, and to enter in the place of DSV Road in any and all proceedings initiated against DSV Road due to the above indicated reasons.

## V. Carriage of monitored goods


- 5.1 The Carrier hereby confirms that the Carrier is familiar with the provisions of the Act of 9 March 2017 on the system of monitoring the carriage of goods by road (Journal of Laws of 2017 item 708) (hereinafter referred to as "Act on the monitoring system"), according to which the carriage of the goods specified in the aforementioned Act is subject to the electronic system of road monitoring in Poland ("Monitoring System") and undertakes to perform the carriage of the goods subject to the Monitoring System in the manner that is compliant with the Act on monitoring and these General Requirements.
- 5.2 Subject to point 5.6 of the General Requirements, upon the commencement of carriage of the goods subject to the Monitoring System by the Carrier the Carrier grants DSV Road an authorization to perform all and any legal and factual acts on behalf of the Carrier and to the benefit of the Carrier, to which the Carrier is obliged to perform under the Act on the monitoring system, in particular, to supplement and update the data included in the report on the carriage of goods subject to the Monitoring System.
- 5.3 Upon performing the carriage of goods subject to the Monitoring System on the commission of DSV Road, the Carrier is obliged to:
- 5.3.1 immediately provide DSV Road with real data on:
- 1) the Carrier, including:
    - a) full name or business name;
    - b) place of residence or seat address;
    - c) tax identification number of the Carrier or the number, through which the Carrier is identified for the purposes of the tax on goods and services or the value added tax;
    - d) plate numbers of the means of transport, through which the carriage will be performed;
    - e) number of permit, certificate or license within the meaning of the provisions of the Act of 06 September 2001 on road transport (Journal of Laws of 2016 item 1907, 1935, and 1948), if required;
  - 2) number of the bill of loading accompanying the carried goods, if the Carrier received a document with such a number from the sender/loader of the goods or issued the document. If the Carrier receives the number of the bill from DSV Road, the Carrier shall enter the number provided to them on the bill of landing accompanying the carried goods;
  - 3) date of actual commencement of the carriage;
  - 4) planned date of completion of the carriage;
  - 5) address details for the delivery of the goods or the place where the carriage is completed, within the territory of Poland;
  - 6) date and place of commencement of the carriage within the territory of Poland – for transit carriage through the territory of Poland and for importing goods into the territory of Poland;
  - 7) planned completion date of carriage – for importing goods into Poland;
  - 8) place and planned date of completion of the carriage within the territory of Poland – in the event of transit carriage through the territory of Poland;
  - 9) number of a locator or number of a device – in the meaning of the Act on the monitoring system,
- 5.3.2. use the reference number provided by DSV Road during carriage (hereinafter referred to as the "SENT reference number") assigned to the carriage of the given goods;
- 5.3.3. use a document during carriage that replaces the report and contains a confirmation of receipt of the document by the competent authority, if the electronic register is unavailable and if it was not possible to obtain the SENT reference number;
- 5.3.4. refuse to commence the carriage of goods subject to the Monitoring System, if the Carrier did not receive the SENT reference number, the document that replaces the report and confirmation of receipt of the document that replaces the report, or the document mentioned in Article 3(7) of the Act on the monitoring system from DSV Road or the sender/loader of the goods and shall immediately inform the responsible forwarder at DSV Road about this fact;
- 5.3.5. immediately inform DSV Road about any change in the details that must be supplemented or updated by the Carrier in line with the Act on the monitoring system, in particular if such a change concerns:
- plate number of the means of transport used to carry the goods;
  - date of actual commencement of the carriage;
  - planned date of completion of the carriage;
  - address details for the delivery of the goods or the place where the carriage is completed, within the territory of Poland;
  - date and place of commencement of the carriage within the territory of Poland – for transit carriage through the territory of Poland and for importing goods into the territory of Poland;
  - planned completion date of carriage – for importing goods into Poland;

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- place and planned date of completion of the carriage within the territory of Poland – in the event of transit carriage through the territory of Poland.  
(each change of the details mentioned above requires updating them in the Monitoring System, which will be performed by DSV Road on behalf of the Carrier)
- 5.3.6. fulfill other obligations set out in the Act on the monitoring system, in particular connecting with obligation to provide an actual geolocation data about mean of transport which is covered by the Monitoring System.
- 5.4 As regards the carriage of goods subject to the Monitoring System, the Carrier, without the consent of the responsible forwarder at DSV Road, shall not:
- 5.4.1. reload the goods into another means of transport (in full or in part);
  - 5.4.2. load other goods subject to the Monitoring System to with the carried goods;
  - 5.4.3. perform any forwarding operations regarding the carried goods (e.g. consolidation or deconsolidation of the goods, repacking, etc.);
  - 5.4.4. change the numbers of the bill of landing that accompanies the carried goods;
  - 5.4.5. change the date of actual commencement of the carriage;
  - 5.4.6. change the planned date of completion of the carriage;
  - 5.4.7. change the delivery date of the goods;
  - 5.4.8. change the place of delivery of the goods or the place where the carriage is completed, within the territory of Poland;
  - 5.4.9. change the date and place of commencement of the carriage within the territory of Poland – for transit carriage through the territory of Poland and for importing goods into the territory of Poland;
  - 5.4.10. change the planned completion date of carriage – for importing goods into Poland;
  - 5.3.11. change the place and planned date of completion of the carriage within the territory of Poland – in the event of transit carriage through the territory of Poland.
- 5.5 If the obligations specified in points 5.1, 5.3 or 5.4 of these General Requirements are not performed or are performed improperly by the Carrier, DSV Road shall not be liable for the losses incurred in the property of the Carrier caused by the failure to perform or by the improper performance of the agreement by DSV Road within the scope defined in point 5.2 of these General Requirements.
- 5.6 The principles outlined in points 5.2, 5.3.1., 5.3.4., and 5.4 of these General Requirements do not apply if the Carrier, with the consent of DSV Road, subcontracts the carriage of goods subject to the Monitoring System to a third party. In the matter described in the previous sentence, the Carrier shall supplement the report on the carriage of goods subject to the Monitoring System and shall update it using the SENT reference number and the access code to the report provided by DSV Road or the document that replaces the report – in line with the provisions of the Act on the monitoring system.
- 5.7 If the Carrier fails to perform or improperly performs the obligations specified in points 5.1, 5.3, or 5.4 of these General Requirements, the Carrier shall remedy all and any losses incurred in connection therewith by DSV Road or DSV Road's clients, and shall cover all and any costs, charges and expenses arising therefrom; in particular, the Carrier shall compensate for all penalties or charges imposed on DSV Road or DSV Road's clients under the Act on the monitoring system in connection therewith. If a claim is filed by another entity (e.g. sender or recipient of the goods, or the entity that commissions the carriage of the parcel from DSV Road), the Carrier shall indemnify DSV Road and hold them harmless against the incurred losses. DSV Road is entitled to deduct all and any claims, fines, or penalties imposed on DSV Road or DSV Road's clients due to the Carrier's breach of these General Requirements or the provisions of the Act on the monitoring system from the receivables of the Carrier.

## VI. Additional Obligation of the Carrier

- 6.1 The Carrier confirms it is known to the Carrier that in accordance with the German Minimum-Wage-Law - Bt-Ds 18/1558 (hereinafter the "MiLoG Law"), DSV Road may be held liable for payment of the minimum wage as per the MiLoG Law by employees of the Carrier or by employees of the Carrier's subcontractors deployed to perform the Services; and the Carrier acknowledges his obligation to adhere to all applicable legislation during the performance of the Services for DSV Road. The Carrier is fully aware of the provisions of the MiLoG Law. The Carrier is obliged to take all necessary measures in order to comply with the provisions of the MiLoG Law and fully abide by its provisions. In particular the Carrier warrants that all its employees at any given time are paid a wage in accordance with the provisions of the MiLoG Law, which as of 01.01.2015 amounts to EUR 8.50 (eight euro and fifty cents) per hour for all Services performed in Germany as well as Services performed to, from or in transit via Germany including waiting time. Mandatory rest periods due to driver-rest regulation are excluded.
- 6.2 The Carrier confirms it is known the Carrier that in accordance to the Macron law and the decree n°2016-418 of April 7th, 2016 adapting Title VI of Book II of the first part of the France Labour Code to transport companies posting workers on the national territory of the France and modifying the Transport Code, especially Articles from L.1331 until L-1331-3 and Articles R. 1331-1 until R. 1331-11 of the Transport Code (hereinafter the "Macron Law"), DSV Road and its customer (the French recipient) may be held liable for payment of the minimum wage as per the Macron Law to employees of the Carrier or to employees of the Carrier's subcontractors deployed to perform the Services on the territory of the France (legal or conventional minimum wage, additional payments for overtime, compulsory wage supplements); or/and for payment of fines and/or penalties in case the Carrier doesn't establish an attestation of posting for each posted employee, and/or in case the documents listed in Article R. 1331-7-III of the Transport Code are not kept in the car and/or a Carrier doesn't appoint its employer representative in France. Provisions of the Macron Law shall apply to cabotage and international transport to and from France (since one or more workers are posted according to the French labour code (directive 96/71/EC, article 1) but not to transit. The Carrier is obligated to pay to all its employees a wages in accordance with the provisions of the Macron Law, which shall be paid in accordance with the amounts as stipulated in the National Collective Agreement for the Road Transport and Activities Auxiliary to Transport (la Convention collective nationale pour le transport routier et les activités auxiliaires de transport) as per Convention dated November 3, 2015 for all Services performed in France as well as Services performed to and from France understanding that French minimum wage only applies if higher. The Carrier is obligated to produce for each employee posted to work on the territory of the France a certificate of posting prior to the commencement


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of the first operation involving the posting of the driver or crew member, irrespective of the nature of the transport operation - understanding that the certificates may cover multiple posting operations. The Carrier undertakes that all the documents (listed in article R.1331-7-III of the French Transport Code) are kept on board vehicle used to carry out the service on the territory of the France.

- 6.3 In case the Carrier deploys subcontractors to perform the Services, the Carrier is obliged to take all measures necessary in order to safeguard that the so deployed subcontractors abide by the provisions of the MiLoG Law and the Macron Law as well. The Carrier is fully and jointly liable for its subcontractor's adherence of the requirements stipulated in MiLoG Law and Macron Law.
- 6.4 The Carrier shall indemnify and hold DSV Road and its customer harmless upon first demand against any and all claims, fines or penalties by third parties including public authorities due to the Carrier's or its subcontractors' non-adherence to the MiLoG Law or the Macron Law. In particular this applies for claims, fines or penalties brought against DSV Road under the applicable provision of the MiLoG Law or the Macron Law as well as for back-payments of social security contributions and resulting fines and legal costs related to proceedings regarding such claims or penalties.
- 6.5 DSV Road is entitled to set off any claims, fines or penalties levied upon DSV Road or its customer due to Carrier's breach of the MiLoG Law or the Macron Law.

## VII. Personal Data Processing

- 7.1 The Carrier and DSV Road as parties to the contract for the provision of the Services (hereinafter the "Contract") act as individual personal data controllers in connection with personal data processing and this processing is carried out for the purpose necessary to fulfil the obligations, arising from the Contract.
- 7.2 In the scope necessary to fulfil the obligations of the parties, arising from the Contract, DSV Road shall transfer to the Carrier personal data of receivers or senders of goods, its clients and personal data of its employees or co-operators and the Carrier shall transfer to DSV Road personal data of its employees and co-operators (hereinafter "Personal Data").
- 7.3 When personal data are taken over by DSV Road, DSV Road becomes the controller of these data and guarantees that these data shall be processed in accordance with the mandatory provisions which deal with personal data protection and the provisions of the 10th May 2018 Act on Personal Data Protection and the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter "GENERAL DATA PROTECTION REGULATION").
- 7.4 Subject to the below provisions, when Personal Data are taken over by the Carrier, the Carrier becomes the controller of these data and guarantees that they will be processed in accordance with the mandatory provisions which deal with the protection of personal data, the provisions of the 10th May 2018 Act on the Protection of Personal Data and the GENERAL DATA PROTECTION REGULATION included. The Carrier may process the Personal data transferred thereto by DSV Road exclusively in the scope and for the purpose necessary to perform the Contract.
- 7.5 The Carrier shall keep confidential Personal Data transferred thereto by DSV Road and other data and in particular the information which makes up DSV Road Enterprise's secret to which the Carrier could have obtained the access in connection with the performance of the Contract also after the expiry or termination of the Contract.
- 7.6 The Carrier shall inform DSV Road immediately on every case of breach related to the security of personal data processing made available thereto by DSV Road in connection or while performing the Contract, in particular in the case, the principles of personal data protection are breached.
- 7.7 The Carrier shall take from the employee and other cooperating persons pursuant to civil law contract who have or could have an access to the personal data made available thereto by DSV Road a written commitment in connection with the Contract to keep confidential the data also after the employment contract or any other civil law relationship joining this entity with the Carrier is over under pain of compensatory liability.
- 7.8 The Carrier shall make it possible to the DSV Road or an auditor authorised by DSV Road to carry out audits and inspections in the scope necessary to verify the correctness and security of processing related to personal data transferred thereto by DSV Road.
- 7.9 The Carrier shall immediately transfer on behalf of DSV Road to each of its employees or co-operators the below given information clause:  
*"The Controller of your personal Data is DSV Road Sp. z o.o. with its seat in Duchnice, address: 40/42 Ożarowska Street, 05-850 Ożarów Mazowiecki, (hereinafter DSVR). Your personal data have been transferred to DSVR via your employer/ principal with whom DSVR signed a contract on the provision of transport or logistic services. Your personal data shall be processed for the following purpose: (i) to perform the contract, connecting DSVR with your employer/principal and (ii) to conclude and perform future contracts between DSVR and your employer/principal. The legal basis to process your personal data is Art 6. subpara. 1 letter f) of GDPR where the legitimate interest of DSVR is the proper performance of the contract joining DSVR with your Employer / Principal. DSVR shall transfer your personal data to other recipients who were entrusted with the personal data processing on behalf and for the sake of DSVR (DSV International Shared Services sp. z o.o. included). Your data will be transferred to DSVR's clients pursuant to Art. 6 subpara. 1 letter f) of the GDPR where the legitimate interest of DSVR is the proper performance of contract concluded with the client (in the scope of the following data: first name, surname, company telephone number, company address of electronic mail, PESEL number, identity card number. Furthermore, DSVR shall make available your personal data to other receivers if such a duty results from the legal provisions. The personal data collected are stored in the territory of the European Economic Area (EEA) and they may be also sent to Poland from this area and be processed there. Each operation of personal data sending is carried out in accordance with the mandatory law. If the data are transferred out of the EEA territory, DSVR applies standard contract clauses and the Privacy Shield, as protective measures with reference to the states in the case of which the European Commission has not found out relevant level of data protection. The scope of your personal data processed by DSVR covers the following categories of personal data: first name, surname, company telephone number and company e-mail address, PESEL number or identity card number.  
Your personal data related to the performance of the contract concluded between your employer/ principal and DSV shall be processed in the period of its performance and also for a period not longer than provided for by legal provisions, those of the*

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*Civil Code and the Act on Accounting included i.e. not longer than for 10 years, counted from the end of the calendar year in which the recent contract or service was performed. In addition, your personal data shall be processed to conclude and carry out future contracts until an objection is filed.*

*You have the right to: (i) have access to your personal data and be given a copy of your personal data which are subject to processing, (ii) have your incorrect data rectified, (iii) to request your data removed, (the right to be forgotten) in the case circumstances provided for in Art. 17 of GDPR occur; (iv) request the data processing be restricted in cases indicated in Art. 18 of the GDPR; (v) file objection if the data are processed in cases indicated in Art. 21 of the GDPR; (vi) transfer the data supplied processed in an automated manner.*

*If you think that your personal data are processed not in compliance with the law, you can file a complain to the supervising body (the Personal Data Protection Authority 2 Stawki Street, Warsaw). If you need any additional information related to the protection of your personal data or if you want to exercise your rights please get in touch with us under the following address: DSV Road Sp. z o.o. with its registered office in Duchnice, address: 40/42 Ożarowska Street, 05-850 Ożarów Mazowiecki, tel. +48 22 739 23 00, e mail: Road.Rodo@pl.dsv.com."*

The above clause is available in electronic version on the internet website of DSV Road: [www.pl.dsv.com](http://www.pl.dsv.com).

- 7.10 In the case the Carrier transfers to DSV Road personal data related thereto, DSV Road shall inform the Carrier, that:


The controller of your personal data is DSV Road Sp. z o.o. with its seat in: Duchnice, address: 40/42 Ożarowska Street, 05-850 Ożarów Mazowiecki (referred to hereinafter as DSVR). Your personal data are processed for the following purposes: (i) to start to perform the contract on provision of transport services concluded between you and DSVR and (ii) to conclude and perform any future contracts between you and DSVR. The legal basis to process your personal data is Art 6 subpara. 1 letter b) of GDPR. Stating the data is not obligatory but is necessary to start appropriate operations preceding the conclusion of the contract and to perform it. DSVR shall transfer your personal data to other recipients who were entrusted with the personal data processing on behalf and for the sake of DSVR (or DSV International Shared Services sp. z o.o. or other companies belonging to DSV Group). Your data will be transferred to DSVR Clients (pursuant to Art. 6 subpara. 1 letter f) of GDPR where the legitimate interest of DSVR is the due performance of contracts concluded with the clients (in the scope – first name, surname, company telephone number and company e-mail address, PESEL or identity card number). Furthermore, DSVR shall make available your personal data to other recipients, if such duty arises from legal provisions. Personal Data collected shall be stored in the territory of the European Economic Area (EEA), but they may be also sent to Poland from outside this area and processed there. Each operation of Personal Data Transfer is carried out pursuant to the law in force. If the data are transferred out of the are of EEA, DSVR applies standard contract clauses and the Privacy Shield as the security measures with reference to the state in the case of which, the European Commission has not found out an appropriate level of data protection. Your personal data related to the conclusion and performance of the contract for providing transport services shall be processed in the period of their providing and also for a period not longer than provided for in legal provisions, those of the Civil Code and the Act on accounting included, i.e. not longer than for 10 years, counting from the end of the calendar year in which the recent contract was performed. In addition your personal data processed to conclude and carry out future contracts shall be processed until an objection is filed. You have the right to: (i) have access to your personal data and be given a copy of your personal data which are subject to processing, (ii) to have your incorrect data rectified, (iii) to request your data removed, (the right to be forgotten) in the case circumstances provided for in Art. 17 of GDPR occur; (iv) request the data processing be restricted in cases indicated in Art. 18 of the GDPR; (v) file objection, if the data are processed in cases indicated in Art. 21 of the GDPR; (vi) transfer the data supplied processed in an automated manner. If you think that your personal data are processed not in compliance with the law you can file a complain to the supervising authority (the Personal Data Protection Authority 2 Stawki Street, Warsaw). If you need additional information related to the protection of your personal data or if you want to exercise your rights, please get in touch with us under the following address: DSV Road Sp. z o.o. with its registered office in Duchnice, address: 40/42 Ożarowska Street, 05-850 Ożarów Mazowiecki, tel. +48 22 739 23 00, e mail: Road.Rodo@pl.dsv.com.

- 7.11 The Carrier shall pay DSV Road a compensation for any damage caused by Carrier's breaching the regulations related to personal data processing or protection set out in these general conditions. The compensation is understood also as imposing on DSV Road a pecuniary penalty by the proper supervising authority because of a breach attributable to the Carrier of principles of Personal Data protection set out in the PERSONAL DATA PROTECTION REGULATION and adjudication from DSV Road any compensation to an individual whose data were processed for the fault attributable to the Carrier, breaching the principles of personal data protection set out in these General Conditions.

## VIII. Final provisions

- 8.1 A failure to meet any of the aforementioned requirements by the Carrier may result in a reduction of the freight rate for the carriage of goods in addition to the costs resulting from legal liability under this contract and national/international legislation / remedies.
- 8.2 DSV Road may charge the Carrier with a contractual penalty in amount of 50 PLN whenever:
- 8.2.1 The Carrier does not notify the freight forwarder in DSV Road, within one hour, about each loading/unloading of the goods, or
  - 8.2.2 The Carrier sends to the freight forwarder in DSV Road incorrect information about loading/unloading of the goods, or
  - 8.2.3 The Carrier does not notify the freight forwarder in DSV Road about any and all obstacles connected with the execution of the order.
- 8.3 DSV Road may charge the Carrier with a contractual penalty amounting to 100% of the agreed freight rate for untimely performance of an order or for the failure to make the car ready for loading within determined period of time. DSV Road reserves the right to seek compensation in excess of the amount of the agreed penalty.
- 8.4 All contractual penalties stipulated in this General Requirements applied independently of one another. Payment by the Carrier any contractual penalties for non-performing or improper performing the Services does not preclude the DSV Road's right to seek compensation according to the general rules, which exceed the contractual penalties stipulated above.
- 8.5 The Carrier may not assign, without prior written consent of DSV Road, any rights or obligations arising from transport order received from DSV Road.



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- 8.6 Any disputes which may arise between DSV Road and the Carrier with relation to performance of the transport according to this General Requirements shall be submitted for resolution to a court with jurisdiction over the registered address of DSV Road.
- 8.7 The present General Requirements enter into force on January 3<sup>rd</sup> February 2025, and supersede previous General Requirements of DSV Road Sp. z o.o. for the Road Carrier dated on January 1<sup>st</sup>, 2023.
- 8.8 These General Requirements 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.
- 8.9 The wording of the aforementioned General Requirements are available on request in the registered office of DSV Road, it is also possible to download the printable terms and conditions from: site <https://www.dsv.com/pl-pl/wsparcie/dokumenty/strefa-przewoznika/road/dokumenty>

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DSV Road Sp. z o. o.

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