




GENERAL TERMS AND CONDITIONS OF COOPERATION AND TRANSPORT ORDERS
BETWEEN THE CARRIER AND DSV AIR & SEA Sp. z o.o. or DSV AIR & SEA POLAND Sp. z o.o.

1. The purpose of these General Terms and Conditions of Cooperation and Transport Orders between the Carrier and DSV Air & Sea Sp. z o.o. or DSV Air & Sea Poland Sp. z o.o. (hereinafter referred to as the 'Terms and Conditions') is to regulate and make transparent the rules of cooperation between the parties to agreements for the carriage of goods by road and concluded on the basis of orders placed by DSV Air & Sea Sp. z o.o. or DSV Air & Sea Poland Sp. z o.o., which act as the principal of the service of carriage of goods (hereinafter referred to as the '**Principal**'), and accepted by the entity which acts as the contractor and executor of the service of carriage of goods (hereinafter referred to as '**Carrier**').
2. By accepting the Transport Order for the carriage of goods by road (hereinafter referred to as the '**Order**'), the Carrier declares that it possesses the legally required permits, licenses and other required administrative decisions necessary to properly perform the Order.
3. The provisions contained in these Terms and Conditions regarding the Carrier are also binding upon all persons who are used by the Carrier to carry out the Order, especially drivers who directly carry out the carriage of goods resulting from the Order. The Carrier is responsible for the actions or omissions of all persons it uses to carry out the Order as for its own actions or omissions.
4. The Parties agree to notify each other promptly if any of the representations or warranties contained in these Terms and Conditions become untrue or obsolete during the term of these Terms and Conditions.
5. The Carrier may not entrust the performance of the order to a third party without the prior written consent of the Principal. If the Carrier entrusts the performance of the Order to a third party without the Principal's consent, the Carrier shall be obliged to compensate for any damage suffered by the Principal on this account. Entrusting the performance of the Order to a third party without the prior written consent of the Principal may furthermore constitute grounds for immediate termination of the cooperation with the Carrier. In particular, the Carrier may not use so-called "freight exchange platforms" to carry out an Order through a subcontractor without the prior consent of the Principal. For the actions or omissions of subcontractors, the Carrier shall always be liable as for its own actions or omissions.
6. By accepting the Order, the Carrier declares that it has the carrier's liability insurance (hereinafter referred to as the '**CLI**') extended by the contracting carrier clause (applicable to Forwarding Services and Carriers subcontracting Orders) and extended by the clause of theft and robbery, and that such insurance covers carriages performed by a subcontractor.
7. It is obligatory for the Carrier to have a valid and paid-up Carrier's Liability Insurance policy with a minimum amount of EUR 250,000 per event or with a value calculated as the product of at least


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8.33 SDR per 1 kg gross weight resulting from the Transport Order per event in international transport. In case the Carrier's Liability Insurance policy expires during the term of the contract concluded with the Principal or in the course of rendering services to the Principal, the Carrier undertakes to promptly deliver to the Principal a copy of the renewed or new Carrier's Liability Insurance policy, no later than within two working days from the expiry of the existing policy, together with a confirmation of premium payment or other proof of validity of the policy (e.g., insurer's certificate). A breach of the rule referred to in this provision entitles the Principal to terminate the contract with the Carrier with immediate effect due to the Carrier's fault.

8. The Carrier is obliged to behave in a polite and respectful manner towards customers of the Principal, their employees and to ensure the proper technical condition, cleanliness and appearance of vehicles used by it during the performance of the Order.
9. The Carrier is obliged to refrain from performing services for other entities, if they would prevent the performance of the service provided for the Principal or adversely affect its quality.
10. The Carrier is obliged to be present during the loading and unloading of the goods and, if this is not possible, to indicate the relevant information on the bill of loading. Any reservations concerning the condition and quantity of the goods on loading/unloading should be noted in field 18 of the bill of loading (or any other appropriate field), on all copies of the bill of loading. The Carrier is responsible for the proper stowage of the goods on the load bed and for verifying the weight of the loaded goods, unless this is not possible due to the way in which the consignor has loaded the goods.
11. The Carrier assures that in case of any damage to the freight, a damage report and photographic documentation shall be made with the participation of the consignor or consignee in order to determine liability and that it shall take steps to secure recourse rights. The documentation shall be forwarded by the Carrier to the Principal's forwarder immediately.
12. If there are difficulties at the loading/unloading location, the Carrier may not depart without the express written consent of the Principal. The Carrier undertakes to report immediately to the Principal all stoppages due to the fault of the consignor/consignee of the goods and confirm them on the stoppage card / CMR list / domestic bill of loading.
13. A telephone/SMS notification of completed loading/unloading of goods to the Principal's forwarder is required each time.
14. When leaving the vehicle during a stopover, the Carrier is required to close all doors and windows in the car, activate all available mechanical and electronic security devices, and take the car keys with himself/herself.

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15. The luggage hold/loading area **must always be locked** in a way that prevents access to the goods (key, padlock, etc.).
16. A breach or break of customs seals by a person not authorized by the law must be immediately reported to the Principal's forwarder and the condition of the goods checked and documented. The Carrier carrying goods secured with a seal is obliged to check the condition of the seal every time (after loading, before unloading, during stopovers). In addition, the Carrier is required to take photographs before and after breaking the customs seal in such a way that the seal can be seen in its entirety and the numbers on the seal can be read. The Carrier shall promptly secure and make the photographs available to the Principal.
17. Parking is allowed only in guarded places, or in exceptional cases in the places designated by the Carrier's insurer. It is permissible to park the vehicle and its cargo at a parking lot at a petrol station on a main road (national, express or freeway), adapted for lorries, lit after dusk, if the place has security surveillance or camera monitoring, and provided that the Carrier **does not leave** the vehicle for longer than **30 minutes**.

The Parties agree that in the case of Orders for the carriage of HVC (High Value Cargo), the following parking rules for Carrier's vehicles shall apply: (i) the vehicle and its cargo may be parked only in a guarded parking lot or in a fenced, locked and lit area, which has access control and is under 24-hour surveillance in a manner that prevents theft of goods, (ii) parking outside the guarded parking lot or the above-mentioned area is allowed only in case of force majeure. In addition, with the exception of guarded parking lots and areas that are fenced, locked and lit, which have access control and are under 24-hour surveillance in such a way as to prevent theft of goods, the Carrier is obliged to carry out, on an hourly basis, a thorough inspection of the condition of the vehicle left and its load.


18. The Carrier is strictly forbidden to park in high-risk areas (forested, undeveloped, unlit areas, before the driver's house, unguarded parking lots, etc.).
19. The Carrier is required to have all documents and equipment required by law and necessary for the performance of the Order.
20. The vehicle used by the Carrier to perform the Order must be in good working condition and clean. It is mandatory to comply with the vehicle manufacturer's technical recommendations.
21. The engines of the Carrier's vehicles must comply with the terms of emissions of pollutants contained in exhaust gases in accordance with the requirements set out at least according to EURO4 standard or better, while meeting the legal requirements, including those concerning the use of the environment, also having regard to the [documents](#) published on www.dsv.com.

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22. The Carrier is obliged to inform immediately about inspections and possible detentions by customs and police authorities, technical failures, discrepancies concerning quantity and state of load, lack of documents, etc. The Carrier is obliged to notify the Principal's forwarder immediately of any circumstances that may hinder the Order's performance or may lead to delays in its performance.
23. In case of import goods transported under customs supervision, the Carrier is obliged to report first to the place of clearance indicated in the field IMPORT CUSTOMS CLEARANCE, and second to the place of unloading indicated in the field PLACE OF UNLOADING. If the above is not complied with, the Carrier is obliged to deliver the goods to the place of clearance as soon as possible and to bear any additional costs related thereto (including additional charges imposed by customs authorities in connection with the event). In the case of export goods, the Carrier is obliged to report first to the place indicated in the field PLACE OF LOADING and second to the place of clearance indicated in the field EXPORT CUSTOMS CLEARANCE. If the above is not complied with, the Carrier is obliged to report to the place indicated in the field PLACE OF LOADING as soon as possible and to bear any additional costs related thereto (including additional charges imposed by customs authorities in connection with the event).
24. In case the vehicle is not delivered within the time period specified in the field DATE OF LOADING or in case of violation of any of the provisions of sections **6, 7, 10, 16, 17 and 18** of these Terms and Conditions, the Principal has the right to charge the Carrier a contractual penalty of 50% of the freight specified in the Order. The contractual penalty stipulated in this section does not exclude the Principal from claiming supplementary compensation for damage on general principles.
25. If the Carrier fails to report to the place of clearance in accordance with clause 23, according to the guidelines provided in the Order, the Principal reserves the right to charge the Carrier with a contractual penalty in the amount of EUR 150, which does not exclude the Principal's right to claim from the Carrier supplementary compensation for damage caused by the removal of the goods from customs supervision.
26. The Carrier is obliged to secure and fasten the goods during transport in a way that ensures their safe carriage. In addition, the Carrier is obliged to equip drivers performing carriage of goods covered by the Order with devices for communication with the Principal's forwarder, e.g., a mobile phone.
27. The Carrier is obliged to have the following documents:
- a) for the carriage of dangerous goods (ADR) - a valid training certificate (driver) and a suitably marked and equipped vehicle,

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- b) for the carriage of food products - an appropriate medical examination (driver) and a positive SANEPID [sanitary-epidemiological] decision (means of transport),
- c) for the carriage of temperature-controlled loads - the relevant certificate required by the Agreement on the International Carriage of Perishable Goods (ATP),

28. The Carrier is obliged to transport medicinal products in accordance with the rules set out in:

- a) the Guidelines of 7 March 2013 on Good Distribution Practice for medicinal products for human use (OJ E.C.2013.68.1),
- b) Act of 6 September 2001 - Pharmaceutical Law (Journal of Laws of 2008, No. 45, item 271 as amended),
- c) Regulation of the Minister of Health of 13 March 2015 on the requirements of Good Distribution Practice (Journal of Laws, item 381),


29. If the Carrier, on the basis of an Order, accepts for carriage goods that require carriage at controlled temperature, it is obliged to:

- pre-cool or pre-heat the means of transport in which carriage is to be performed,
- check that the goods accepted for carriage have been properly cooled or heated by the consignor,
- have in its possession a device designed to monitor the temperature at which such goods are transported. Such a device must be in working order and have the appropriate up-to-date approvals.

If the carriage of the goods takes place at a controlled temperature, the Carrier shall, at the request of the Principal, submit, within 14 days of receipt of the request, a printout from a device monitoring the temperature of the carriage of the goods. If the Carrier fails to provide the above printout, it shall be deemed to be in breach of the terms and conditions of the Order. In such a situation, in the event of transport damage caused by failure to ensure the correct temperature of carriage, the Carrier shall be obliged to pay compensation corresponding to the value of the goods transported.

30. The Carrier shall comply with the requirements of the European Agreement concerning the Carriage of Dangerous Goods by Road (ADR), drawn up in Geneva on 30 September 1957 ((Journal of Laws of 2013, item 815) (hereinafter the 'ADR Agreement'), in force on the date of loading of the goods when accepting the carriage of an ADR dangerous goods, and in particular the Carrier shall:

- a) appoint a safety adviser for the transport of dangerous goods;
- b) ensure that the dangerous goods to be carried are authorized for transport in accordance with the ADR agreement;

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- c) ensure that all information required by the ADR agreement, concerning the dangerous goods to be carried, has been provided by the consignor before the start of the transport and that the required documentation is present in the transport unit and, where electronic data processing (EDP) or electronic data interchange (EDI) techniques are used instead of paper documentation, that accessibility to that data during the transport is ensured to a degree at least equivalent to that of paper documentation;
- d) visually inspect the vehicles and cargo for defects and for leaks, missing equipment, etc.
- e) ensure that the required markings are affixed to the vehicle,
- f) ensure that the equipment listed in the written instructions to the driver is present in the vehicle. (The above should be done on the basis of the transport and accompanying documents, as appropriate, and on the basis of a visual verification of the vehicle or containers and, if necessary, the load).

31. If the loading of ADR dangerous goods takes place at the Principal's warehouse, the Carrier/Driver shall be obliged to sign legibly a statement confirming compliance with the requirements of the applicable legal regulations for the carriage of ADR dangerous goods;

32. If the Carrier discovers any infringement of the requirements of the ADR Agreement currently in force, it is obliged to immediately inform the Principal's lead forwarder of such infringements and should not commence carriage until such infringements are rectified. If the Carrier fails to perform or improperly performs the obligations set forth in this clause, it shall be obliged to pay all costs, damages, charges and expenses arising from or related to the Carrier's failure to provide adequate information or arising from the failure of the Carrier and the persons for whose actions the Carrier is responsible to comply with the requirements of the ADR Agreement, and shall indemnify the Principal against any liability to third parties that might arise from the Carrier's breach of the provisions of this clause, and shall be obliged to intervene in the place of the Principal in any proceedings brought against the Principal for the reasons indicated above.

33. The Carrier confirms that it is aware of the provisions of the Act of 9 March 2017 on the monitoring system for the carriage of goods by road (Journal of Laws of 2017, item 708) (hereinafter referred to as the 'Monitoring System Act'), according to which the carriage of goods indicated in the aforementioned Act is subject to the electronic road monitoring system on the territory of Poland (hereinafter referred to as the 'Monitoring System') and undertakes to perform the carriage of goods covered by the Monitoring System in a manner consistent with the Monitoring System Act. Unless the Parties agree otherwise in writing, if the Principal informs the Carrier that the Order concerns goods covered by the Monitoring System, the Carrier shall be obliged to independently complete

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the notification relating to the transport of such goods (including, among other things, by indicating all data of the carrier performing the transport) and to update that notification, using the SENT reference number and the access key provided by the Principal, or a document replacing the notification – in accordance with the provisions of the Act on the Monitoring System.

When performing, on behalf of the Principal, the transport of goods covered by the Monitoring System, the Carrier is in particular obliged to:

- use, during the transport, the reference number provided by the Principal (hereinafter referred to as the “SENT reference number”) assigned to the transport of the given goods;
- use, during the transport, a document replacing the notification and containing confirmation of its receipt by the competent authority, in cases where the electronic register is unavailable and it was not possible to obtain the SENT reference number;
- refuse to commence the transport of goods subject to the Monitoring System if the Carrier has not received from the Principal or from the consignor/loader of the goods the SENT reference number, the document replacing the notification together with confirmation of receipt of the replacing document, or the document referred to in Article 3(7) of the Act on the Monitoring System, and must immediately inform the Principal’s freight forwarder of this fact;
- fulfil other obligations set out in the Act on the Monitoring System, in particular those related to the obligation to provide up-to-date geolocation data of the means of transport covered by the Monitoring System.

In the event of failure or improper performance by the Carrier of the obligations set out in this section, the Carrier shall be obliged to compensate any damage suffered as a result by the Principal or the Principal’s customer, and to cover all related costs, charges and expenses, in particular to reimburse any penalties or fees imposed on the Principal or its customers under the Act on the Monitoring System. In the event that a claim is submitted by another entity (e.g. the consignor, the consignee of the goods, or a party commissioning the shipment to the Principal), the Carrier shall indemnify the Principal against any liability for the damage incurred. The Principal shall be entitled to deduct from the Carrier’s non-due receivables any claims, fines or penalties imposed on the Principal or its customers due to the Carrier’s breach of these Terms or the provisions of the Act on the Monitoring System.


34. In case of carriage of international general cargo, the Carrier is obliged to equip the semi-trailer with safety materials for transport, in particular anti-slip mats, 16 lashing straps (or 4 telescopic poles), unless the parties agree otherwise.

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35. In the event of stoppage on loading or unloading of goods, the time free of additional charges for the Carrier is: (i) 24h (48h for former CIS countries) for customs goods, and (ii) 8h for non-customs goods. The Carrier is not entitled to reimbursement for stopovers on Sundays and local holidays, during border stops, unless otherwise agreed by the Parties.
36. If the Carrier collects a container from a container terminal/depot (hereinafter referred to as the 'Terminal') at the request of the Principal, the Carrier is obliged to document the condition of the container being collected (with particular emphasis on mechanical damage, tightness (condition of seals and clearances) and the presence of foreign odors). At the time of collection of the container from the Terminal, the Carrier is obliged in particular to: (i) report to the shipper all irregularities found (by entering them in the receipt/return document), (ii) document the condition of the container photographically, (iii) immediately provide the Principal with photographic documentation confirming the condition of the container and shall be obliged to inform the Principal of any damage immediately. If the Carrier collects the container from the Terminal without documenting its condition (including without reporting irregularities to the shipper by entering them in the receipt document), it is presumed that the Carrier collected the container from the Terminal in the condition specified by the shipper, i.e., that the Carrier collected the container in an undamaged condition and it is presumed that any possible damage to the container occurred during the period when the container was in the Carrier's possession and, consequently, the Carrier shall be obliged to cover all fees and repair any damages related to the damage to the container (e.g., damage not reported during the collection of the container but found during its return to the Terminal). If the Carrier returns the container to the Terminal, the Carrier is obliged to document the condition of the returned container photographically and is obliged to immediately provide the Principal with the prepared photographic documentation. The Carrier is obliged to immediately inform the Principal of any damage found by the consignee. If the Carrier returns the container to the Terminal without documenting its condition, it is presumed that the Carrier delivered the container in the condition specified by the consignee and that any potential damage to the container found by the consignee occurred during the period when the container was in the Carrier's possession and, consequently, the Carrier is obliged to cover all fees and repair any damages related to the found damage to the container. Additionally, if the Carrier fails to prepare photographic documentation at the time of collection of the container from the Terminal, or its return to the Terminal, the Carrier shall be liable to the Principal for all costs and expenses incurred by the Principal due to the Carrier's failure to comply with this obligation.

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37. Any disputes that may arise from the performance of Orders shall be settled amicably. If it is not possible to settle the dispute amicably, it shall be settled by a court having jurisdiction over the Principal's registered office.
38. The Carrier is obliged to keep secret all information concerning the Principal obtained in connection with the performance of the Order, especially technical, business, organizational information of the company or other information and data having economic value for the Principal's company and which are confidential business information, especially: personal data of customers and information about rates agreed between the Carrier and the Principal, types and quantities of transported goods, and information on the arrangements between the Principal and its customers which the Carrier has obtained (hereinafter referred to as: '**Confidential Information**').
39. Disclosure of Confidential Information in violation of the rules set forth in this Order shall be treated as a breach of the rules set out in these Terms and Conditions or in the Order, in particular providing Confidential Information to third parties, disclosing or making use of Confidential Information to benefit oneself or third parties, or using Confidential Information for one's own or affiliates' purposes. In the event of any doubt as to the confidential nature of specific information (data), the Party intending to disclose it shall be obliged to obtain the other Party's prior written consent to the disclosure of such information (data) under pain of nullity.

If the Carrier breaches the obligation to keep the Confidential Information confidential, it shall be obliged, regardless of whether the breach of prohibition was intentional or not, to inform immediately the Principal about the breach of above obligation, unless it was not aware of the breach despite exercising reasonable diligence.

The Parties' obligations to protect Confidential Information shall continue both during and after the performance of this Order (regardless of the reason). In the event of breach of the duty of confidentiality by the Carrier, the Principal may demand payment by the Carrier of a contractual penalty in the amount of EUR 10,000 (in words: ten thousand euros) for each identified case of breach. The contractual penalty does not exclude the Principal from claiming supplementary damages on general terms.

40. The Carrier undertakes not to conclude any contracts of carriage or forwarding with a consignor or consignee of goods, within the framework of the Orders, within 24 months from the date of performance of the Order (principle of neutrality towards the customer - non-competition). A breach of the rule referred to in the previous sentence shall entitle the Principal to impose a contractual penalty on the Carrier in the amount of EUR 50,000 (in words: fifty thousand euros) for each case


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of breach. The contractual penalty does not exclude the Principal from claiming supplementary damages on general terms.

41. The contractual penalties reserved by this Order are payable within 7 days from the date of delivery of the debit note. Contractual penalties do not exclude the possibility to seek damages in excess of the amount of contractual penalties on general terms, in case the damage suffered by the Principal exceeds the amount of stipulated contractual penalties. For the purposes of these Terms and Conditions, 'damage' shall mean, in particular, a loss of the Principal's assets or a lost profit.
42. The Principal shall not be liable for the consequences resulting from force majeure, by which the Parties shall understand an event of a fortuitous nature which is beyond the control of the Principal and which the Principal could not have foreseen at the time of concluding the agreement or handing over the order (hereinafter referred to as 'Force Majeure'). The Party which has been hindered in the performance of the Order due to Force Majeure, is obliged to immediately inform the other Party about the occurrence and cessation of the Force Majeure. Failure to notify or a delay in notifying the other Party of the occurrence of Force Majeure will result in that Party not being able to successfully invoke Force Majeure as a cause for exemption from liability for non-performance or improper performance of the Order. The Party which was hindered in the performance of the Order as a result of Force Majeure shall be obliged to take all possible and legally prescribed measures to minimize the impact of force majeure on the performance of the Order.
43. The Carrier may not, without the consent of the Principal, transfer to third parties or entities the rights or obligations arising from the Order. The Principal may, without the Carrier's prior consent, transfer to any entity all rights and obligations arising from the Order and any contract with the Carrier.
44. All stoppages due to the fault of the consignor/consignee of the goods must be reported immediately by the Carrier to the Principal and confirmed on the stoppage card / CMR list / domestic bill of loading. Failure to do so will result in non-payment of stoppage charges. Stoppage charges shall not be accepted by the Principal in the event of a delay, attributable to the Carrier, in timely placement of the semi-trailer at the place of customs clearance, unloading or loading.
45. The Carrier shall immediately notify the Principal's forwarder of the refusal to perform the Order. If the Contractor does not send to the Principal a written refusal to perform the transport order within 1 hour from the time when the Principal submitted such Order, the Carrier shall be deemed to have accepted the Order for execution with the effect of concluding a contract of carriage.
46. Payments shall be made in PLN according to the average exchange rate of the National Bank of Poland (NBP) announced on the day preceding the day of loading the goods, within 45 days of

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receiving a correctly issued invoice accompanied by the original CMR/domestic bill of loading and a copy of the document confirming final import customs clearance, a WZ [delivery note] document or other documents, if applicable and unless otherwise agreed. The date of payment shall be the date on which the Principal's bank account is debited.

47. The Carrier who performs the Order is authorized to issue a VAT invoice for the performance of transport services to **DSV Air & Sea Sp. z o.o.**, ul. Ożarowska 40/42, Duchnice, 05-850 Ożarów Mazowiecki, NIP PL5222743081 or to **DSV Air & Sea Poland Sp. z o.o.** ul. Ożarowska 40/42, Duchnice, 05-850 Ożarów Mazowiecki, NIP: PL1182189327. The invoice must be issued to the Principal named in the Order.

48. **Invoices should include the order reference number** to ensure proper invoice approval and payment process. Please send them along with scanned shipping documents to: PLinvoice@dsv.com


49. The invoice issued by the Carrier and sent electronically to the Principal must meet the basic requirements indicated below:

- A) Invoices - only in PDF format - to: PLinvoice@dsv.com
- B) **Only one invoice** along with required documents in **one attached PDF file** (with accompanying documents, e.g., CMR, Interchange etc., attached in the same PDF).
Prerequisite: 1 PDF = 1 invoice (with accompanying documents).→
- C) There can only be invoices for one DSV company in one e-mail message, they cannot be combined.
- D) The scanner does not read any content of the subject line or body of the e-mail.
- E) **Always remember to include the references required by DSV on your invoice.**

50. POD/confirmed CMR documents for invoices issued through KSeF should be sent to the dedicated email address pl.sha.pod@dsv.com. The email subject line should include the reference number of the shipment to which the waybill refers. The rule is: **1 email = 1 shipment**.

51. When sending a VAT invoice by traditional means in paper form, please also be sure to indicate the **Order reference number** to ensure proper invoice approval and payment process. Please **DO NOT** staple invoices to documents as they must be scanned. The Carrier is required to send the VAT invoice and accompanying documents to the registered office address of the Principal in Duchnice.

52. In the event that the Carrier sends the Principal a VAT invoice or transport documents that are incorrectly issued and, in particular, do not comply with the requirements set out above, the Principal shall be entitled to treat such VAT invoice as not issued in accordance with the Order and shall be entitled to return such invoice to the Carrier without registering it in its accounting system. In such a


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case, the time limit for payment for the service provided by the Carrier shall run from the time of delivery to the Principal of the VAT invoice and transport documents issued in accordance with the rules set out above.

- 53.** The Carrier confirms that it is aware of the provisions of the German law on minimum wages (Mindestlohngesetz) - BT-Ds 18/1558 (hereinafter referred to as "MiLoG") and that in performing Orders it applies the provisions of the MiLoG to the required extent. If the Carrier employs subcontractors to carry out the Order, the Carrier warrants that its subcontractors will also comply with the MiLoG and is liable for their acts and omissions as for its own. The Carrier shall indemnify or hold the Principal harmless from any liability relating to third party claims, fines or penalties imposed by public authorities due to the Carrier's or its subcontractors' failure to comply with the MiLoG. This provision applies to the performance of transport orders in which we order collection from Germany and delivery to Germany.
- 54.** The Carrier confirms that it is aware of the provisions of the Macron Law and Decree No. 2016-418 of 7 April 2016, adopting Title VI of Book II of Part One of the French Labour Code to haulage companies posting workers to work on French territory and modifying the French Transport Code, in particular Articles L.1331 to L-1331-3 and Articles R.1331-1 to R.1331-11 of the French Transport Code (hereafter referred to as the 'Macron Law') pursuant to which the Principal and its customer (a French consignee) may be obliged to pay minimum wages in accordance with the Macron Law to the Carrier's employees or the employees of the Carrier's subcontractors employed in the performance of the Order on French territory (legal or conventional minimum wage, additional overtime pay, compulsory wage allowances); and/or to pay penalties and/or fines in the event that the Carrier fails to draw up a posting certificate for each of its employees, and/or when the documents referred to in Article R.1331-7-III of the Transport Code are not kept in the vehicle and/or when the Carrier fails to appoint its representative in France. The provisions of the Macron Law apply to cabotage and international transport from or to France (where one or more employees are posted in accordance with the provisions of the French Labour Code (Directive 96/71/EC, Article 1)), with the proviso that they do not apply to transit. The Carrier is obliged to pay all its employees wages in accordance with the provisions of the Macron Law, which shall be paid in accordance with the amounts set out in the National Collective Agreement for Road Transport and Activities Auxiliary to Transport (la Convention collective nationale pour le transport routier et les activités auxiliaires de transport) in accordance with the Convention of 3 November 2015, for all Services provided in France, as well as Services to and from France, with the proviso that the minimum wage only applies if it is higher. The Carrier is obliged to issue a posting certificate to each employee posted to work


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on French territory before the start of operations involving the posted driver or crew member, regardless of the nature of the transport operation carried out - bearing in mind that the posting certificate may be used for multiple transport operations. The Carrier shall ensure that all documents (as listed in article R.1331-7-III of the French Transport Code) are kept in the cabin of the vehicle used to provide the Service on French territory.

55. If the Carrier employs subcontractors to carry out the Order, the Carrier must take all necessary measures to ensure that its subcontractors also comply with the MiLoG Law and the Macron Law. The Carrier and its subcontractor are fully and jointly responsible for the subcontractor's compliance with the requirements of the MiLoG Law or the Macron Law.
56. The Carrier shall indemnify or hold the Principal harmless from any liability relating to third party claims, fines or penalties imposed by public authorities due to the Carrier's or its subcontractors' failure to comply with the MiLoG Law or the Macron Law. This applies in particular to all types of claims, fines and penalties against the Principal or its customer in accordance with the applicable provision of the MiLoG Law or the Macron Law, as well as outstanding payments of social security contributions and the resulting penalties and court costs associated with the prosecution of such claims or penalties.
57. The Principal shall be entitled to deduct any claims, fines or penalties imposed on the Principal or its customers due to the Carrier's breach of the MiLoG Law or the Macron Law.
58. The Principal issuing the Order acts as the data controller of the Carrier's personal data. The legal basis for the processing of the Carrier's personal data is Article 6(1)(b) of the GDPR, i.e., the processing is necessary for the performance of contracts concluded with the Carrier. Detailed information on the processing of personal data can be found in the GDPR information clause published at <https://www.dsv.com/pl-pl/wsparcie/dokumenty/strefa-przewoznika/air-sea>.
59. Terms and Conditions of Services: the following terms and conditions shall apply unless otherwise stipulated by mandatory applicable law or previously specified in writing by the Principal. In contracts of international carriage by road, the Carrier shall assume the rights and obligations of a road carrier in accordance with the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) of 19 May 1956 (Journal of Laws No. 49, item 238). In contracts of domestic carriage by road, the Carrier shall assume the rights and obligations of a road carrier in accordance with the Transport Law of 15 November 1984 (Journal of Laws of 2000, No. 50, item 601 as amended) and implementing regulations to that Law.
60. The Carrier is obliged to comply with the DSV Code of Conduct for Suppliers ('the Code'), published on the Principal's website: <https://www.dsv.com/pl-pl/wsparcie/dokumenty/strefa-przewoznika/air>


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[sea](#). The Carrier shall confirm that it has familiarized itself with the Code by promptly delivering to the Principal a copy of the Code, signed by the person(s) authorized to represent the Carrier.

61. Failure of the Carrier to meet any of the above requirements may result in a reduction of the freight rate.
62. Any changes to the Terms and Conditions must be made in writing in order to be valid, however, it is also possible to make them in a documentary form by exchanging scans of signed documents.
63. Any changes to the arrangements for individual Orders, in particular: date, place of delivery, consignee, shipment details and freight rates require e-mail confirmation.
64. Should any provision of the Orders be held invalid, this shall not affect the validity of the remaining provisions. Should the situation referred to in the preceding sentence occur, the parties to the Order undertake to replace the invalid Order provisions with new provisions similar in purpose to those declared invalid.
65. Any liability of the Principal including in respect of improper performance or non-performance of the Contract concluded with the Carrier is limited to actual damage resulting from gross negligence or intentional fault of the Principal. The Principal's liability for any form of indirect damage or lost profits is excluded.
66. While performing an Order, the Carrier shall be obliged to apply the anti-terrorist regulations in force in Poland, and in particular (i) Council Regulation (EC) No. 881/2002 of 27 May 2002 imposing certain specific restrictive measures directed against certain persons and entities associated with Osama 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.
67. Any disputes arising between the Principal and the Carrier in connection with the Carrier's performance of services under the Order shall be settled by the common court having jurisdiction over the Principal's registered office.
68. These Terms and Conditions shall enter into force on 05.03.2026 and shall replace the existing Terms and Conditions of 01.07.2025.
69. The content of these Terms and Conditions is available upon request at the registered office of the Principal, as well as in a printable version on the website: [Strefa przewoźnika/dostawcy A&S | DSV](#).

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