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|                  | Warsaw,<br>28/07/2023 |
| <b>General Terms and Conditions of the Provision of Services<br/>by DSV Solutions sp. z o.o.</b> | Edition: V            |

These General Terms and Conditions for the Provision of Services by DSV Solutions sp. z o.o. define the mutual formal and legal relationship between the Customer and DSV Solutions sp. z o.o. (DSV) as logistics operator and shall apply, unless otherwise stipulated by applicable law or specified in a written Agreement, between DSV Solutions sp. z o.o. and the Customer.

## I. GENERAL CONDITIONS FOR THE PROVISION OF LOGISTICS SERVICES

1. DSV is a LOGISTICS OPERATOR that professionally undertakes, for remuneration, the storage and warehousing operations for the Customer's goods.
2. All goods stored in DSV warehouses remain the property of the Customer.
3. The Customer is obliged to have a property insurance policy against all risks in an amount corresponding to the maximum value of goods stored in DSV warehouses. The Customer shall provide DSV with a certificate confirming such insurance. DSV may provide property insurance for the Customer's goods for an additional fee and at the express request of the Customer (the Parties shall separately agree upon the terms of such insurance).
4. DSV shall be liable for damage resulting from loss, shortage or damage to goods in storage from the time of their entry into the warehouse until their release to the person entitled to receive them, insofar as the loss, shortage or damage is due to the fault of DSV.
5. DSV's liability for goods entrusted for storage is limited to SDR 8.33 per kg of lost or damaged products and the maximum absolute amount of liability is SDR 100,000 for a single event or series of events. DSV shall not be liable for loss of profit or other indirect damage arising in the course of the services provided by DSV to the Customer. Unless otherwise agreed or expressly confirmed by the Parties in the Agreement, the amount of compensation due to the Customer for damage to the goods caused during storage for which DSV is responsible shall be determined at the replacement value of the goods, i.e. the manufacturing or acquisition cost (net) of the goods.
6. DSV has GENERAL CIVIL LIABILITY INSURANCE covering liability as defined by the applicable legislation in respect of the services provided.
7. DSV shall not be liable for loss, shortage or damage to goods stored in DSV's warehouses if these are caused by an act or omission on the part of the Customer or third parties it uses to carry out the order. In particular, DSV shall not be liable for loss, shortage or damage to goods in the following cases:
  - a) if DSV could not have prevented the damage from occurring during the storage period in the warehouse, despite exercising due diligence,
  - b) the damage is due to Force Majeure or is caused by reasons attributable to the Customer and/or third parties associated with the Customer and/or acting on the Customer's behalf and/or its contractors and/or third parties,
  - c) are natural loss or damage resulting from loss of weight or mass, hidden or internal defect, natural deterioration of the product not caused by any action on the part of DSV,
  - d) the damage is the result of insufficient, defective or improper packaging,
  - e) shortages and damage to the goods already existed in the originally packed and intact packaging,
  - f) damage resulting from incorrect marking of the goods by the Customer or following the Customer's instructions for marking,
  - g) The Customer has not provided written instructions for the handling of the goods although he was obliged to do so and/or the Customer has not provided the information referred to in Clause 8 below.
  - h) for damages in the form of lost profits, unrealised profits, unrealised savings, resulting from contractual penalties paid by the Customer, as well as for any other form of indirect damages.



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8. For the first delivery of goods to the warehouse, the Customer is obliged to provide DSV with the logistical data of the products such as packaging structure, storage conditions, product indexes and trade names and additional information necessary for the correct performance of the services in the form of a completed DSV template.
9. Failure by the Customer to inform DSV in writing that the goods to be handled are dangerous goods in the sense of the international ADR AGREEMENT (current version) or goods defined by law as arms and dual-use goods means that the Customer declares that the goods covered by this order are not dangerous goods or goods of a strategic nature.
10. The Customer confirms that the goods handled are not hazardous substances as defined by REACH and/or other mandatory legislation, and that the safety data sheet does not contain information on hazards to humans, the environment or fire.
11. The Customer authorises DSV to carry out a full inspection of the goods including internal content, including with the involvement of Customs (unpacking, de-foliation, etc.).
12. Unless otherwise expressly agreed or confirmed by the Parties in the Agreement, DSV does not provide services in respect of goods that are:
  - weapons, war material, dual-use goods or other prohibited goods;
  - dangerous goods of Classes 1 (explosives and objects) and 7 (radioactive materials and objects) and from Table 1.10.3 (High Risk Goods List) of the European ADR Agreement;
  - foodstuffs not in the manufacturer's packaging; - plants or animals;
  - human corpses or their remains;
  - monetary values, which are considered to be national and foreign tokens, securities, cheques, bills of exchange and other documents substituting cash in circulation, as well as gold, silver and products made of these metals, precious stones and pearls, as well as platinum and other metals of the platinum group, the carriage of which requires separate permits and concessions;
  - goods covered by the road monitoring system on the basis of the Act of 9 March 2017 on the road freight transport monitoring system (Journal of Laws of 2017, item 708) (hereinafter referred to as the "Monitoring Act");
  - works of art, watches, antiques, philatelic or numismatic collections;
  - legal acts, manuscripts, drafts or models;
  - second-hand goods or displaced property;
  - musical instruments;
  - goods for which an excise mark is required (cigarettes, tobacco products, alcohol);
  - telecommunications prepaid and activation cards or other cards with similar functions;
  - computers, tablets, mobile phones, satellite navigation components, microchips, microprocessors, processors, memory cards, computer software;
  - goods that cannot be extinguished with a jet of water;
  - other types of goods not mentioned above, the marketing of which is prohibited under the applicable legislation.
13. The Customer is obliged to use DSV's tools for the registration and supervision of complaints submitted by the Customer.
14. In terms of services dedicated to the pharmaceutical sector, the Customer must always inform DSV of the type of medicinal products prior to the service in order to verify the compliance of the stored goods with the DSV authorisation.



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15. The Customer's placement of an order electronically means, as in the case of a written order, that the Customer accepts the content of the order placed in this manner, the rules for DSV's execution of orders placed in this form and undertakes to pay for the services performed on the basis of this order - in accordance with the previously agreed prices, terms and payment dates and payment dates.
16. Unless otherwise agreed by the Parties, deliveries of goods shall be accepted during the days and hours of operation of the branch. DSV reserves the right to postpone unloading to the following day if the vehicle arrives 90 minutes before the warehouse closes. All deliveries are advised in evenly spaced unloading windows. Deliveries that have not been announced or that are delivered outside the agreed unloading window will not be unloaded until a new unloading window has been confirmed by DSV. The Customer is responsible for the proper labelling and packaging of goods delivered to DSV warehouses.
17. Deliveries of goods are accepted on EUR pallets or other certified pallets allowing safe storage in high-bay racks. In the case of container deliveries (bulk delivery), the goods are unloaded and palletised on EUR pallets at an additional charge.
18. In the event that the Agreement between the Customer and DSV includes the management of the Customer's pallets, the settlement of EUR pallets with the Customer takes place on a monthly basis according to the following formula:  

$$\text{Balance} = (\text{Pallets received from the Customer} - \text{Pallets released from the warehouse} + \text{Pallets collected from Customers}) \times \text{Pallet consumption factor}$$
*The pallet consumption factor is: 14.3%.*  
 Detailed rules for the circulation of EUR pallets may be clarified between the Parties in a separate agreement.
19. DSV is not responsible for pallets not returned by recipients upon delivery and for the recovery of pallets from recipients of goods.
20. DSV stores goods in accordance with logistics practices and arrangements with the Customer, including in storage racks or in stacks depending on the type of goods.
21. Standard storage services are provided at temperatures between 5 and 35 degrees Celsius.
22. Days and opening hours of DSV warehouses are determined on an individual basis and may be subject to periodic changes. If it is necessary to provide services outside standard working hours and on public holidays, DSV will charge an additional fee agreed with the Customer.
23. In the event that the Customer uses a transport operator other than DSV for deliveries and collections, the administrative costs incurred by DSV in this respect, such as those relating to IT, documentation, etc., shall be borne by the Customer.
24. If the price for DSV services has not been calculated in PLN, settlements for services will always be made in PLN according to the average exchange rate of the National Bank of Poland as published in the table of the last working day preceding the date of the VAT invoice.
25. DSV provides logistics services in line with the processes set out in the basic price list. DSV allows additional activities to be provided on an hourly basis.
26. All costs for consumables and packaging materials are not included in the rates. DSV can provide these materials based on individual arrangements with the Customer.
27. Unless otherwise agreed by the Parties in the Agreement for the provision of services, the prices for logistics services will be subject to annual indexation and will be automatically increased or decreased, in accordance with the changes indicated in the indexation model constituting Appendix



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No. 1 of the General Terms and Conditions for the Provision of Services by DSV Solutions Sp. z o.o. This change will not trigger the need for DSV to obtain additional consents from the Customer.

28. DSV reserves the right to automatically adjust prices for the logistics services provided in the event of changes in external costs affecting the costs of providing these services, including fuel, ferry, bridge and tunnel crossings, taxes and all types of tolls imposed on carriers (regardless of their form), and in connection with the introduction of new tolls for motorway concessionaires. Prices for services provided by DSV will automatically increase from the date of entry into force of legislation introducing new taxes, tolls or charges for ferries, bridges and tunnels, or from the date of increase of taxes, tolls and charges for ferries, bridges and tunnels already in force. DSV reserves the right to increase prices for services also in the event of changes in other factors beyond DSV's control.
29. DSV reserves the right to refuse to accept the provision of logistics services or to discontinue them in the event that their provision is inconsistent with the DSV Group's policy and/or the principles of the DSV Code of Conduct, which constitutes Appendix 2 of the General Terms and Conditions for the Provision of Services by DSV Solutions Sp. z o.o.

## II. GENERAL CONDITIONS FOR TRANSPORT SERVICES

1. DSV is a FORWARDER, who, professionally and for remuneration, undertakes on its own behalf but for the account of the Customer or on behalf of the Customer the dispatch or collection of the shipment and the organisation of all or part of the process of moving the shipment and other activities related to the handling and movement of the shipment.
2. In order to carry out its freight forwarding activities, DSV holds a LICENCE No. 0000002, required by Polish law, for provision of domestic road transportation of things, valid until Oct. 18, 2026.
3. DSV, when it accepts a transport service order from the Customer, acquires the rights and obligations of the CONTRACT TRANSPORT PROVIDER.
4. In the performance of contracts for the international carriage of goods by road, the scope of DSV's liability is determined on the basis of the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) of 19.05.1956 (Journal of Laws of 1962, No. 49, item 238, as amended), with the proviso that DSV's liability for loss, shortage or damage to goods is limited to the amount of 8.33 SDR against a Customer who is not a consumer within the meaning of the Civil Code, for a single damage or series of damages resulting from a single event, and the maximum absolute amount of DSV's liability on this account is limited to the amount of 100,000 SDR in a given calendar year.
5. In the performance of Agreements for the domestic road carriage of goods, the scope of DSV's liability is defined on the basis of the Transport Law of 15.11.1984 (Journal of Laws of 2000, No. 50, item 601, as amended), provided that in the event that the Customer does not provide DSV with information on the value of the goods in the order, the liability of DSV towards the Customer, who is not a consumer within the meaning of the Civil Code, is limited to the amount of 8.33 SDR for each kilogram of lost or damaged goods, and the maximum absolute amount of DSV's liability in such a case is limited to the amount of PLN 100,000 for a single damage or series of damages resulting from one event. Notwithstanding the foregoing, the amount of DSV's liability in any calendar year for loss, shortage or damage to goods is limited to SDR 100,000.
6. DSV has the Third Party Liability Insurance of a Freight Forwarder and Transport Provider which covers liability set out in the current regulations, within scope of the provided services
7. In the case of the first order, the Customer must attach copies of the documents to the order: Regon, NIP [TAX ID], KRS [NCR] or other document confirming registration of the company in the relevant register (in accordance with the relevant regulations), and in the case of natural persons



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(including civil law partnerships), a copy of the document confirming registration in the Business Activity Register or other document confirming the address of residence or registered office at which the business activity is conducted and the PESEL of the owner(s).

8. When the Customer places an order with DSV for a transport service concerning dangerous goods within the meaning 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 2002, No. 194, item 1629), hereinafter referred to as the "European ADR Agreement", he shall be obliged to deliver for transport only such goods which meet the requirements of the European ADR Agreement currently in force, and he shall be obliged to provide the DSV with all data and information necessary to perform the transport in accordance with the requirements of the European ADR Agreement. Within the aforementioned scope, the Customer shall fulfil, inter alia, the requirements set out in clause 1.4.2.1 of the European ADR Agreement, and in particular shall:
  - a) ensure that the dangerous goods are classified and authorised for transport in accordance with the European Agreement on ADR;
  - b) provide the DSV and the driver with information and data and, if necessary, with the required transport and accompanying documents (authorisation, approvals, notifications, certificates, etc.);
  - c) only use packaging that is approved for the transport of the materials in question and bears the markings required by the ADR European Agreement;
  - d) comply with the requirements for shipping methods and restrictions.
9. In the event of non-performance or improper performance by the Customer of the obligations set out in clause 8, it shall be the Customer's responsibility to pay all costs, damages, burdens and expenses arising therefrom or resulting from the failure of the Customer or persons for whose actions the Customer is responsible to comply with the requirements of the European ADR Agreement, and shall indemnify DSV against any liability to third parties that might arise from the Customer's breach of Clause 8 and shall be obliged to take the place of DSV in any proceedings brought against DSV for the reasons indicated above.
10. Failure by the Customer to inform DSV in writing that the goods covered by the order are dangerous goods in the sense of the international ADR AGREEMENT (current version) or goods defined by law as arms and dual-use goods means that the Customer declares that the goods covered by the order are not dangerous goods or goods of a strategic nature.
11. The Customer authorises DSV to carry out a full inspection of the consignment including its internal contents also with the involvement of Customs (unpacking, unfoiling, etc.).
12. Unless otherwise expressly agreed or confirmed by the Parties in the Agreement, DSV does not provide transport services for goods that are:
  - weapons, war material, dual-use goods or other prohibited goods;
  - dangerous goods of Classes 1 (explosives and objects) and 7 (radioactive materials and objects) and from Table 1.10.3 (High Risk Goods List) of the European ADR Agreement;
  - foodstuffs not in the manufacturer's packaging; - plants or animals;
  - human corpses or their remains;
  - monetary values, which are considered to be national and foreign tokens, securities, cheques, bills of exchange and other documents substituting cash in circulation, as well as gold, silver and products made of these metals, precious stones and pearls, as well as platinum and other metals of the platinum group, the carriage of which requires separate permits and concessions;
  - goods covered by the road monitoring system on the basis of the Act of 9 March 2017 on the road freight transport monitoring system (Journal of Laws of 2017, item 708) (hereinafter referred to as the "Monitoring Act");
  - works of art, watches, antiques, philatelic or numismatic collections;
  - legal acts, manuscripts, drafts or models;



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- second-hand goods or displaced property;
  - exhibition elements or display goods;
  - musical instruments;
  - goods for which an excise mark is required (cigarettes, tobacco products, alcohol);
  - telecommunications prepaid and activation cards or other cards with similar functions;
  - computers, tablets, mobile phones, satellite navigation components, microchips, microprocessors, processors, memory cards, computer software;
  - goods that cannot be extinguished with a jet of water;
  - goods that require refrigeration;
  - other types of goods not mentioned above, the marketing of which is prohibited under the applicable legislation.
13. By placing an order electronically, the Customer accepts, as in the case of a written order, the content of the order thus placed, the rules for DSV's execution of orders placed in this form and undertakes to pay for the services performed on the basis of this order - in accordance with the previously agreed prices, terms and payment dates.
  14. An order placed electronically that additionally includes an order for Cargo Insurance, or an order for the transport of returnable packaging, or an order for Cash on Delivery, or an order for temperature-controlled transport - requires individual agreements and written confirmation by DSV.
  15. If the price for DSV services has not been calculated in PLN, settlements for services will always be made in PLN according to the average PLN exchange rate in force in the NBP on the day preceding the day of loading the goods.
  16. During the execution of Agreements for international and domestic road transport, the Customer is obliged to pay DSV an additional fee for any stoppage of the vehicle not caused by DSV, which covers the costs incurred in connection with such a stoppage.
  17. Unless otherwise agreed by the Parties in the Agreement for the provision of services, the prices for transport services will be subject to annual indexation and will be automatically increased or decreased in accordance with the changes indicated in the indexation model constituting Appendix No. 1 of the General Terms and Conditions for the Provision of Services by DSV Solutions Sp. z o.o.. This change will not require DSV to obtain any additional consents from the Customer
  18. DSV reserves the right to automatically adjust prices for the transport services provided in the event of changes in external costs affecting the costs of providing these services, such as fuel, ferry, bridge and tunnel crossings, taxes and tolls of any kind imposed on carriers (regardless of their form), and in connection with the introduction of new tolls for motorway concessionaires. Prices for services provided by DSV will automatically increase from the date of entry into force of legislation introducing new taxes, tolls or charges for ferries, bridges and tunnels, or from the date of increase of taxes, tolls and charges for ferries, bridges and tunnels already in force. DSV reserves the right to increase prices for services also in the event of changes in other factors beyond DSV's control.
  19. The prices for DSV services will be indexed each time by the value of the fuel adjustment (BAF) and the value of the currency adjustment (CAF), if the price for the service is set in non-Polish money, applicable during the period. Their current and archived amounts are available on the DSV website [www.dsv.com/pl](http://www.dsv.com/pl).
  20. The Customer is obliged to ensure that the goods can be legally exported or imported into or from areas to which export or import control regulations apply.



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21. The Customer is additionally obliged to monitor the List of Embargoed Entities as far as the parties to its business transactions are concerned and is obliged to ensure that the goods are not subject to bans, embargoes or other legal restrictions on trading. DSV has the right to refuse to provide the service for reasons relating to export control issues if DSV has reasonable concerns that: (i) the region, area or country to which the goods are to be transported is embargoed or restricted, (ii) the goods are prohibited goods or the parties to the transaction are entities with whom trading is prohibited or excluded.
22. The Customer shall reimburse DSV for all export control costs, fees, penalties, fines and legal fees incurred in the performance of the services and which result from the Customer's negligence or culpability. The Customer's obligation to pay damages shall not apply to cases where DSV has improperly performed its obligations with regard to the application of the export procedure agreed in advance with the Customer.
23. DSV shall not be liable for delays caused by DSV's performance of checks to detect possible breaches of export control rules.

### III. PERSONAL DATA

1. The Customer and DSV, as parties to the Logistic Service Agreement, act as individual controllers of personal data in connection with the processing of personal data, which processing is carried out for the purpose necessary for the performance of the obligations under the Agreement.
2. To the extent necessary for the performance of the Customer's obligations under the Agreement, the Customer shall provide DSV with personal data, to the extent no more than is necessary for the performance of the Agreement.
3. The Customer is responsible for ensuring that there is a valid legal basis for the processing of personal data by the Customer and the transfer of such data to DSV at the time of the transfer, and is responsible for ensuring that consents to the processing of personal data are given in an express, voluntary, specific, unambiguous and well-informed manner.
4. Upon DSV's request, the Customer will be obliged to provide written explanations or appropriate documentation confirming the existence of a valid legal basis from the processing of personal data or their transfer to DSV. Furthermore, the Customer guarantees that the data subject has been provided with the necessary information regarding the processing or transfer of their personal data.
5. When personal data is received by DSV, DSV becomes the controller of such data and guarantees that the data will be processed in accordance with the applicable legislation governing the protection of personal data, including the provisions of the Data Protection Act of 10 May 2018 and the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 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 the "General Data Protection Regulation").
6. When personal data is received by the Customer, the Customer becomes the controller of this data and guarantees that the data will be processed in accordance with the applicable legislation governing the protection of personal data, including the provisions of the Personal Data Protection Act of 10 May 2018 and the General Data Protection Regulation. When the Customer transfers personal data concerning him to DSV, DSV shall inform the Customer that: The controller of personal data is DSV Solutions sp. z o.o. with its registered office in Pęcice, address: ul. Sokołowska 64, 05-806 Pęcice (hereinafter DSV). Your personal data will be processed for the following purposes: (i) in connection with the conclusion and performance of a contract relating to the services provided by DSV, (ii) the marketing of DSV services, and (iii) the conclusion and performance of



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future Agreements. The legal basis for the processing of your personal data for the above purposes is Article 6(1)(b) and Article 6(1)(f) of the GDPR. DSV's legitimate interest is the marketing of its own services. The provision of your data was not obligatory, but necessary for the aforementioned purposes. DSV will transfer your personal data to other recipients entrusted with the processing of personal data on behalf and for the benefit of DSV. In addition, DSV will share your personal data with other recipients who will be involved in the performance of the Agreement and if such an obligation is imposed by law. We store the personal data collected in the European Economic Area ("EEA"), but it may also be transferred to a country outside the EEA and processed there. Any transfer of personal data is carried out in accordance with applicable law. If data is transferred outside the EEA, DSV applies the Standard Contractual Clauses and the Privacy Shield as safeguards for countries where the European Commission has not found an adequate level of data protection. Your personal data related to the conclusion and performance of services or Agreements will be processed for the period of their performance and for a period no longer than provided for by law, including the provisions of the Civil Code and the Accounting Act, i.e. no longer than 10 years, counting from the end of the calendar year in which the last Agreement or service was performed. In addition, your personal data processed for marketing purposes and for the conclusion and performance of future Agreements will be processed until you object. You are entitled to: (i) access your personal data and receive a copy of the personal data being processed; (ii) rectify your inaccurate data; (iii) request the erasure of your data (right to be forgotten) in the circumstances provided for in Article 17 GDPR; (iv) request the restriction of data processing in the cases indicated in Article 18 GDPR; (v) object to data processing in the cases indicated in Article 21 GDPR; (vi) portability of the data provided, processed by automated means. If you believe that your personal data is being processed unlawfully, you can lodge a complaint with the supervisory authority (Office for Personal Data Protection, ul. Stawki 2, Warsaw). If you require further information relating to data protection or wish to exercise your rights, please contact us at the following address: DSV Solutions sp. z o.o. with its registered seat in Pęcice, address: Sokołowska 64, 05-806 Pęcice, tel.: +48 22 164 83 80, e-mail: [Solutions.Rodo@pl.dsv.com](mailto:Solutions.Rodo@pl.dsv.com).

7. If the Customer provides personal data of an employee or associate of the Customer concerning him or her, or if an employee or associate of the Customer provides data concerning him or her to DSV, DSV shall inform the employee or associate of the Customer that: The controller of personal data is DSV Solutions sp. z o.o. with its registered office in Pęcice, address: ul. Sokołowska 64, 05-806 Pęcice (hereinafter DSV). Your personal data has been provided to DSV by your employer/contract giver with whom DSV has signed a transport or logistics agreement. Your personal data will be processed for the following purposes: (i) the performance of the Agreement between DSV and your employer/ contract giver (ii) the marketing of DSV services, and (iii) the conclusion and performance of future Agreements between DSV and your employer/ contract giver. The legal basis for the processing of your personal data is Article 6(1)(b) and Article 6(1)(f) of the GDPR where the legitimate legal interest is the proper performance of the Agreement between DSV and your employer/contract giver and the marketing of your own services. DSV will transfer your personal data to other recipients entrusted with the processing of personal data on behalf and for the benefit of DSV. In addition, DSV will share your personal data with other recipients involved in the performance of the Agreement and if such an obligation is imposed by law. We store the personal data collected in the European Economic Area ("EEA"), but it may also be transferred to a country outside the EEA and processed there. Any transfer of personal data is carried out in accordance with applicable law. If data is transferred outside the EEA, DSV applies the Standard Contractual Clauses and the Privacy Shield as safeguards for countries where the European Commission has not found an adequate level of data protection. The scope of your personal data processed by DSV includes the following categories of personal data: first name, last name, business email address, business telephone number. Your personal data related to the performance of the Agreement concluded between your Employer/ contract giver and DSV will be processed for

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the period of its performance and for a period no longer than provided for by law, including the provisions of the Civil Code and the Accounting Act, i.e. no longer than 10 years, counting from the end of the calendar year in which the last Agreement or service was performed. In addition, your personal data processed for marketing purposes and for the conclusion and performance of future Agreements will be processed until you object. You are entitled to: (i) access your personal data and receive a copy of the personal data being processed; (ii) rectify your inaccurate data; (iii) request the erasure of your data (right to be forgotten) in the circumstances provided for in Article 17 GDPR; (iv) request the restriction of data processing in the cases indicated in Article 18 GDPR; (v) object to data processing in the cases indicated in Article 21 GDPR; (vi) portability of the data provided, processed by automated means. If you believe that your personal data is being processed unlawfully, you can lodge a complaint with the supervisory authority (Office for Personal Data Protection, ul. Stawki 2, Warsaw). If you require further information relating to data protection or wish to exercise your rights, please contact us at the following address: DSV Solutions sp. z o.o. with its registered seat in Pęcice, address:.. Sokołowska 64, 05-806 Pęcice, tel.: + 48 22 164 83 80, e-mail: Solutions.Rodo@pl.dsv.com. 16.8. Where the Customer provides DSV with the personal data of its employee or associate, the Customer shall, on behalf of DSV Solutions sp. z o.o., promptly provide such employee or associate with the information clause indicated in this clause 7.

### III. OBSTACLES

1. DSV will make reasonable efforts to perform and complete the agreed services. If at any time during the performance of the Services there are obstacles, risks or delays beyond the control of DSV or DSV's subcontractors, DSV shall not be liable for any related loss, damage or delay to the performance of the Services.
2. Any delays or failures in the performance of the services resulting from the occurrence of the obstacles referred to above shall not constitute a breach of the Agreement.

### IV. BUSINESS ETHICS

1. DSV provides services in accordance with the principles set out in the DSV Code of Conduct and requires its subcontractors to comply with the principles set out in the DSV Supplier Code of Conduct. The DSV Code of Conduct is attached as Appendix 2 of the General Terms and Conditions for the Provision of Services by DSV Solutions Sp. z o.o..
2. The Customer undertakes to carry out its activities in an ethical and law-abiding manner.
3. DSV shall not be liable for loss, damage to the Goods or failure to provide the service on time where this is the result of DSV's compliance with the rules set out in the DSV Code of Conduct.

### V. OTHER PROVISIONS

1. DSV's remuneration may not be set off against the Customer's claims.
2. A change in the rates of remuneration for services provided by DSV, in order to be effective, requires that a proposal for the amount of the new rates be presented to the Customer - via e-mail - and that the Customer's acceptance also be obtained via an e-mail declaration (a change in the rates does not require a written annex to the Agreement concluded between DSV and the Customer). For the purposes of this clause, the Customer is understood to be any person acting on behalf of the Customer and in contact with DSV for the purposes of the current cooperation between the Customer and DSV, in particular (but not exclusively) this includes persons indicated in the National Court Register as persons authorised to represent, persons making decisions on



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behalf of the Customer regarding day-to-day service, e.g. making instructions regarding goods/services, receiving reports/specifications on behalf of the Customer.

3. In the event of a change in the parameters of the shipment, the structure of the goods, the quantity assumptions or the established and confirmed logistics process, DSV's remuneration may change.
4. DSV reserves the right to verify the conformity of the declarations provided to it by the Customer and included in the offer made to the Customer with the facts, taking into account the data contained in DSV's IT systems. In the event that DSV discovers material discrepancies between the facts and the declarations provided by the Customer, DSV has the right to unilaterally verify the prices declared in the offer, which were prepared on the basis of such declarations. Before proceeding with the execution of an order, in case of doubt DSV is entitled to verify the creditworthiness of the Customer, of which it is obliged to inform the Customer immediately. DSV shall not be liable for any damage resulting from the non-execution of an order until DSV has provided information on the successful verification of the Customer's creditworthiness.
5. The price for DSV services will be increased by VAT in accordance with the current provisions of the Value Added Tax Act.
6. For tax purposes, it is considered that the issuance and delivery to the purchaser of a corrective invoice reducing the VAT taxable base (in minus), issued as a result of an error on the part of the DSV, constitutes documentation of the establishment of the new terms and conditions of sale and satisfies the requirements referred to in Article 29a(13) and Article 86(19a) of the VAT Act. This confirms that the conditions for a reduction in the value of the VAT or output tax base at the date of issue of the corrective invoice are met. The absence of any objection to the content of the supplied corrective invoice will be deemed to be its acceptance and acknowledgement by the purchaser that he has become aware of the reduction in the VAT taxable base.
7. In the interests of the environment and with the written consent of the Customer, the VAT invoice for DSV services will be forwarded to the Customer electronically.
8. Additional charges may be added to the price of the service, including but not limited to: a paper invoice fee, an administration fee, a fee for the return of the delivery note document/original CMR letter/waybill, a payment monitoring fee, if applicable.
9. In the event of late payment of dues for services, DSV is entitled to claim statutory interest for the resulting delay calculated in accordance with Article 481 of the Civil Code and is entitled to charge the Customer the costs of collection of these dues.
10. DSV reserves the right to have an external debt collection company monitor the economic situation and events concerning the Customer and payments to DSV in order to ensure optimal conditions for the performance of the cooperation.
11. DSV may grant individual Customers a credit limit. The amount of the credit limit granted depends on the Customer's financial situation and the form of collateral proposed by the Customer. DSV reserves the right to withhold further services to a Customer when the Customer's current balance exceeds the credit limit granted by DSV. For the purposes of these Terms of Service, "current balance" means the value of all invoiced services and services performed but not yet invoiced.
12. In order to secure any claims arising or which may arise from the services provided by DSV and to ensure that DSV's services can be provided without interruption, it may be necessary for the Customer to provide adequate security. The Parties shall jointly agree on the type of this security from among the following: bank guarantee, guarantee bond, promissory note, prepayment, pledge of goods or any other type of security jointly agreed by the Parties. DSV may make the continued uninterrupted provision of services conditional on the provision of such security.



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13. DSV reserves the right to accept quality reports and complaints exclusively electronically via the RECAP application.

## VI FINAL PROVISIONS

1. The content of these General Terms and Conditions of the Provision of Services is available upon request at the registered office of DSV Solutions sp. z o.o., as well as on the website: <https://www.dsv.com/pl-pl/wsparcie/dokumenty/strefa-klienta/solutions>
2. DSV reserves the right to amend the General Terms and Conditions of the Provision of Services (T&Cs), including repealing them or replacing the T&Cs, or any Appendices to the T&Cs, with new general terms and conditions. DSV will publish the amended T&Cs on the DSV website: <https://www.dsv.com/pl-pl/wsparcie/dokumenty/strefa-klienta/solutions>. The Customer is obliged to have permanent access to the Internet and to keep up-to-date, on its own, with the current content of the T&Cs and the appendices to the T&Cs on the DSV website. Any amendment to the T&Cs shall enter into force and take effect from the date of its publication on the DSV website. The entry into force of an amendment to the T&Cs does not require the consent of the Customer or the conclusion of an additional agreement or other documents.

**Wojciech Cipiur**  
President of the Management  
Board  
DSV Solutions sp. z o.o.

**Adam Pawelczak**  
Vice President of the  
Management Board  
DSV Solutions sp. z o.o.

## APPENDIX NO. 1

### To the General Terms and Conditions for the Provision of Services by DSV Solutions Sp. z o.o.

#### - INDEXATION MODEL

1. The rates for Logistics and Transport Services will be subject to annual indexation (**ordinary indexation**) and will automatically increase or decrease, in accordance with the Indexation Model below. The annual comparison periods for macroeconomic data will cover the period from [...] of the previous year to [...] of the year in which the indexation is carried out. The first indexation will take place in [...] with effect from [...] and each subsequent indexation in [...] of the following year.



|                                                                                                  |                               |
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2. At the latest by the end of June of the calendar year in which the annual indexation is applied, the DSV shall send the completed Index Model values to the Customer. The Customer verifies the data in the table within 14 working days and has the right to make reasoned comments on the calculations presented. In the absence of comments within the period indicated in the preceding sentence, the Parties shall acknowledge the correctness of the data prepared and the change in rates shall be effective as of [1 June of the relevant calendar year], in accordance with the values resulting from the table sent by DSV and these changes do not require confirmation in the form of an Appendix.
3. If the Customer submits reasoned comments within the aforementioned period, the Parties will jointly clarify the discrepancies within 7 working days of the comments being submitted.

#### Warehouse service rate indexation model

| Service                                                                                          | Cost element                                                                       | Percentage share of costs/rate                                                                                                                                   | Indicator                                                                                                                                                                     | Period of comparison |
|--------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| <b>Warehouse management (receipt, pick, preparation for picking of goods) and administration</b> | Salaries                                                                           | 78%                                                                                                                                                              | Percentage change between average monthly salary for April of calendar year x to average monthly salary for April of calendar year x-1 where x = calendar year of rate change | year                 |
|                                                                                                  | Inflation                                                                          | 22%                                                                                                                                                              | Inflation rate                                                                                                                                                                | year                 |
|                                                                                                  | <b>TOTAL:</b>                                                                      | <b>100%</b>                                                                                                                                                      |                                                                                                                                                                               |                      |
| <u>Data:</u>                                                                                     | <u>Description:</u>                                                                | <u>Source of data:</u>                                                                                                                                           |                                                                                                                                                                               |                      |
| Salaries                                                                                         | Changes in average salaries in the sector                                          | Central Statistical Office / Subject areas / Prices. Trade / Price indices / Consumer price indices (pot. inflation) / Monthly consumer price indices since 1982 |                                                                                                                                                                               |                      |
| Inflation                                                                                        | Companies for the transport and logistics sector<br>April year x to April year x-1 | Central Statistical Office / Refereed publications / Announcements and notices / List of announcements and notices /                                             |                                                                                                                                                                               |                      |

#### Storage rate indexation model

| Service        | Cost element  | Percentage share of costs/rate | Indicator                                          | Period of comparison |
|----------------|---------------|--------------------------------|----------------------------------------------------|----------------------|
| <b>Storage</b> | Energy        | 14%                            | Indicator @ change in energy costs over the period | year                 |
|                | HICP          | 86%                            | HICP indicator                                     | year                 |
|                | <b>TOTAL:</b> | <b>100%</b>                    |                                                    |                      |



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| <u>Data:</u> | <u>Description:</u>                                                                                                                                | <u>Source of data:</u>                                                                                                                                                                                                                                                |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Energy       | Arithmetic average of daily BASE prices during month Y of calendar year x-1 to month Y-1 of calendar year x where x = calendar year of rate change | <a href="https://tge.pl/">https://tge.pl/</a>                                                                                                                                                                                                                         |
| HICP         | month Y of year x-1 = 100 to month Y of year x                                                                                                     | <a href="https://stat.gov.pl/obszary-tematyczne/ceny-handel/wskazniki-cen/zharmonizowane-wskazniki-cen-konsumpcyjnych-hicp,10,1.html">https://stat.gov.pl/obszary-tematyczne/ceny-handel/wskazniki-cen/zharmonizowane-wskazniki-cen-konsumpcyjnych-hicp,10,1.html</a> |

The Parties agree that DSV's failure to index in accordance with the rules described above for a given year shall not in any way constitute a waiver of this right, and DSV shall therefore be entitled to index for previous years.

## APPENDIX NO. 2

### To the General Terms and Conditions for the Provision of Services by DSV Solutions Sp. z o.o. DSV CODE OF CONDUCT

<https://www.dsv.com/pl-pl/wsparcie/dokumenty/strefa-klienta/solutions>

