

# GENERAL TERMS OF TRADE of DSV Air & Sea sp. z o.o.



## 1. Interpretation

The following definitions apply to Services provided by DSV or provided on behalf of DSV and to the Customer:

"Agent"	means a person or entity acting on behalf of and for the account of a third party.
"Current Balance in the Customer's Account"	means the value of all Services that have been performed by DSV for the Customer and have been invoiced, and the value of all Services performed but not yet invoiced.
"Direct representative"	means a customs representative acting in the name of and on behalf of the importer/exporter in such a way that the representative (DSV) is in no way liable for any customs duties, excise duties, taxes, fines, penalties and interest payable in relation to the imported or exported goods.
"Prices"	means the remuneration for the Services provided by DSV, as agreed between the Parties, including by the Customer's acceptance of a quotation issued by DSV and/or as set out in a price list, price sheet or similar document attached or appended to or referred to in the Agreement.
"DSV"	means DSV Air & Sea sp. z o.o. with its registered office in Duchnice, at ul. Ożarowska 40/42, 05-850 Ożarów Mazowiecki, entered in the National Court Register kept by the District Court for the Capital City of Warsaw, XIV Commercial Division, under KRS no.: 0000220643, NIP: 522-27-43-081, which performs or organises the performance of Services for the Customer, in accordance with the request contained in a given order/request to perform Services.
"Working Day"	means a calendar day, excluding Saturday and Sunday and public holidays, applicable in the country where the Service is provided.
"Working Hours"	means the hours of work on Working Days.
"Instructions"	means a statement setting out the specific requirements of the Customer.
"Cargo Unit"	means a piece of Goods or several pieces formed into one compact unit, suitably protected against unforming so as to be suitable for handling and the performance of Forwarding, Courier, Carriage or Logistics Services.
"Customer"	means the person or entity at whose request or on whose behalf DSV provides the Services.
"Container"	means any container, flexible tank, trailer, portable tank, platform wagon, pallet or any other means of transport used for the carriage or consolidation of goods and any equipment belonging to or connected with them.
"DSV Code of Conduct"	means the Code of Conduct applicable to DSV. The DSV Code of Conduct is based on DSV's values and signifies DSV's intention to conduct business ethically and applies to all DSV employees, including managers and executives. The binding provisions of the DSV Code of Conduct can be found and printed on the website: <a href="https://www.dsv.com/pl-pl/">https://www.dsv.com/pl-pl/</a> .
"Civil Code"	means the Act of 23 April 1964 Civil Code (Journal of Laws 2016, item 380 as amended).
"DSV Network Warehouse(s)"	means the storage facility used by DSV or DSV's subcontractors to perform the Services.
"Person"	means natural persons or any legal entity.
"Offer"	means an offer made by DSV to the Customer in writing, in documentary form or orally, concerning the cooperation with the Customer, which sets out the basic terms and conditions of the cooperation.
"GPFR 2022"	means the current edition of the General Polish Forwarding Rules 2022 prepared by the Polish Chamber of Forwarding and Logistics (PISIL), a national member of FIATA (International Freight Forwarders Association, Geneva). The current edition of GPFR 2022 can be found on the DSV website: <a href="https://www.dsv.com/pl-pl/">https://www.dsv.com/pl-pl/</a> . In the event that PISIL develops a new version of the GPFRs, the term GPFR 2022 shall mean this new version of the GPFRs, irrespective of the numbering used by PISIL.
"General Terms and Conditions of Customs Services"	means the General Terms and Conditions for the Provision of Customs Agency Services by DSV Air & Sea sp. z o.o. The applicable version of the General Terms and Conditions of Customs Services can be found on the website <a href="https://www.dsv.com/pl-pl/">https://www.dsv.com/pl-pl/</a> and can be downloaded and printed from this website.
"Third Party"	means a person or entity that is not a party to the Agreement or the Order, either through its execution or its relationship to the person entering into it.
"Courier Mail"	means a letter consignment being a registered mail item or a postal parcel consisting of one or more items weighing between 0.5 kg and 20 kg and with a maximum dimension where the sum of the length dimension and the circumference of the parcel is no more than 300 cm, where the longest side of the parcel shall not exceed 200 cm and the height and width shall not exceed 80 cm, received, sorted, transported and delivered in a manner that collectively ensures: <ol style="list-style-type: none"> <li>direct collection of the Courier Mail from the sender,</li> <li>tracking of the Courier Mail from dispatch to delivery,</li> <li>delivery of the Courier Mail within the expected timeframe specified in the DSV Courier Service Regulations or in the contracts for the provision of postal courier services,</li> <li>delivery of the Courier Mail directly to the addressee or person entitled to receive it,</li> <li>obtaining a receipt for the Courier Mail in writing or electronically.</li> </ol> The weight of a Courier Mail parcel includes its packaging.
"Affiliate"	means a legal entity that either (a) directly or indirectly owns or controls a Party, or (b) is subject to the same direct or indirect ownership or control as a Party, or (c) is directly or indirectly controlled by a Party, during the period of such ownership or control. Ownership or control exists through direct or indirect ownership of 50 per cent (fifty per cent) or more of the nominal value of the issued share capital or 50 per cent (fifty per cent) or more of the shares entitling their holders to vote for election as members of the management board or other governing body.
"Indirect representative"	means a customs representative acting in his or her own name but on behalf of another person, who (DSV) becomes jointly and severally liable for any customs duties, excise duties, taxes, fines, penalties and/or interest due in connection with the imported or exported goods.
"DSV Courier Service Regulations"	means the Regulations for the Provision of Postal Courier Services by DSV Air & Sea sp. z o.o. The applicable version of the DSV Courier Service Regulations

can be found on the DSV website: <https://www.dsv.com/pl-pl/>, from which the DSV Courier Service Regulations can be downloaded and printed.

"Force Majeure"	means external circumstances or events of an overwhelming nature, beyond the control of DSV or the Customer, which were impossible to prevent or foresee at the time the Agreement was concluded, the Offer was made or the Order was accepted, in particular such as: war, strikes, street riots, including roadblocks and street demonstrations, fall of an aircraft, storm, restriction or suspension of operations by ferry operators, bad weather and other natural force events, the intensity of which deviates from the average for a given period of time and prevents the timely performance of the Service, vehicle inspection, road accident, roadblocks caused by road works, acts of the legislative and executive authorities which make it impossible to perform the Service or to perform it on time.
"Parties"	means collectively the Customer and DSV.
"SDR"	means Special Drawing Right, as defined by the International Monetary Fund.
"Registered office"	means the address at which DSV is incorporated and registered.
"Goods"	means any items and/or property which DSV handles in the course of providing the Services to or on behalf of the Customer.
"Dangerous Goods"	means objects or goods that are or may become dangerous, flammable, radioactive or harmful, and objects or goods that may harbour pests or other harmful organisms.
"Neutral/General Cargo"	means goods that are not: weapons, armaments, dual-use goods or Dangerous Goods.
"Agreement"	means the mutual agreement between the Customer and DSV relating to the provision of the Services, including these Terms and Conditions and, to the extent applicable, the documents issued by or on behalf of DSV referred to in clauses 2.2, 2.3, 2.4 and 2.5 of these Terms and Conditions and any negotiated and signed agreement between the Customer and DSV and the Offer presented to the Customer by DSV and not rejected in writing by the Customer.
"ADR European Agreement"	means the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), concluded in Geneva on 30 September 1957 (Journal of Laws 2013, item 815).
"Services"	means Ancillary Services, Advisory Services, Customs Services, Forwarding Services, Carriage Services, Courier Services or Logistics Services provided by DSV to the Customer and all matters necessarily related to the provision of the Services, as well as Services ancillary to the provision of the Services.
"Ancillary Services"	means services that are secondary to the primary Advisory, Carriage, Courier or Logistics Services.
"Advisory Services"	means consultancy or advisory services relating to transport or logistics, without making or arranging for the physical movement or handling of the Goods. These services may include supply chain cost analysis, transport optimisation or logistics configurations.
"Customs Services"	means all activities relating to the provision of customs services in respect of the Goods being transported, stored or handled, such as customs clearance, storage in bonded warehouses, issuance of documents, etc., performed on behalf of the Customer.
"Courier Service"	(DSV XPress) means the service of transporting Goods from shipper to consignee, in the form of one or more Postal Courier Parcels, under the terms of the DSV Courier Service Regulations.
"Freight Forwarding Services"	means services performed by DSV on its own behalf but for the account of the Customer or on behalf of and for the account of the Customer which include the dispatch of Goods, by arranging all or part of the process of moving the Goods or receiving the Goods, as well as the performance of other services in connection with the carriage of the Goods.
"Carriage Services"	means carriage services provided by DSV in connection with the physical movement of the Goods by air, water, sea, rail, road or any combination thereof, including temporary storage in transit such as hubbing, cross docking etc. where such temporary storage is an integral part of the movement of the Goods. DSV provides Carriage Services exceptionally, with its written consent, given under pain of nullity, and exclusively as a contractual carrier, i.e., as an entity that enters into a contract of carriage with the intention of entrusting its performance to another carrier (actual carrier).
"Logistics Services"	means all activities such as, but not limited to, unloading, receipt, storage, delivery, stock control, order handling, order picking, preparation for dispatch, loading, invoicing, assembly, labelling, exchange, information control and ancillary services in respect of the Goods which have been agreed between the Customer and DSV separately from the Forwarding, Courier, Advisory or Carriage Services.
"Cargo insurance"	means insurance against all risks of the items being transported or stored.
"Authority"	means a duly constituted legal or administrative person or entity acting within the scope of its legal powers and exercising jurisdiction in any country, state, municipality, port or airport.
"Order"	means a declaration of intent by the Customer, sent by the Customer to DSV in writing, in document form or in any other form specified by the Parties in clause 3.6 of these Conditions, which constitutes acceptance of DSV's Offer to perform the Services.
"Principal"	means the Customer, i.e., the person or entity acting on its own behalf, entrusting DSV with the performance of a service.
"Brexit Trigger Event"	means any of the following events occurring in respect of Services relating to Goods in transit to or from the United Kingdom of Great Britain and Northern Ireland at any time after that country has ceased to be a member state of the European Union: <ol style="list-style-type: none"> <li>a materially adversely effect on DSV's ability to perform the Services in accordance with the Agreement and the law;</li> <li>an increase in the costs incurred by DSV in performing any part of the Services of at least 5% (five per cent) since the last agreement of Prices;</li> <li>Prices for any part of the Services are at least 5% below market value for such Services.</li> </ol> Subject to the express provisions of these Terms and Conditions, a Brexit Trigger Event will not terminate or vary (or give either party the right to terminate or vary) the Agreement, invalidate any of its terms, relieve performance or excuse non-performance.
"Terms and Conditions"	means these General Terms and Conditions of DSV Air & Sea sp. z o.o.

**"DSV Terms and Conditions of Carriage by Air"** means the Terms and Conditions of Carriage of Cargo by Air by DSV Air & Sea Ltd. The applicable version of the DSV Terms and Conditions of Carriage by Air can be found on the DSV website: <https://www.dsv.com/pl-pl/>, from which the DSV Terms and Conditions of Carriage by Air can be downloaded and printed.

**"Owner"** if it does not refer to the Customer, means the shipper, consignee or consignee of the Goods or any other person who is or may be interested in the Goods.

## 2. Application of the Terms and Conditions

- 2.1. Subject to the provisions of clauses 2.2 and 2.3, these Terms and Conditions set out the mutual formal and legal relationship between the Customer and DSV and apply to the Services provided by DSV to the Customer, unless otherwise provided by applicable law or otherwise specified in writing between DSV and the Customer. The Customer declares that he/she/it has read the current version of these Terms and Conditions and accepts them in full before ordering the Service from DSV.
- 2.2. Unless otherwise agreed in writing, the Forwarding Services shall be performed by DSV in accordance with the provisions of GPFR 2022 and in accordance with the version of these Terms and Conditions then in force, to the extent not covered by GPFR 2022. The performance of Services other than Forwarding Services by DSV at the Customer's request, or the performance of Forwarding Services under conditions other than those set out in GPFR 2022 and in these Terms and Conditions, shall require DSV's prior consent in writing, otherwise being null and void.
- 2.3. Where DSV provides Carriage Services, then the then current version of these Terms and Conditions and the provisions of GPFR 2022 will apply to such Carriage Services to the extent not covered by these Terms and Conditions. In addition, if a shipping document is issued by or on behalf of DSV and is titled or contains the words "bill of lading" (whether transferable or not), sea or air "bill of lading" (HAWB) and specifies that DSV is entering into the agreement as a contract carrier, the provisions contained in that document, if in conflict with these Terms and Conditions, shall prevail and take precedence over these Terms and Conditions or GPFR 2022 to the extent that those provisions conflict with these Terms and Conditions. In addition, if DSV and the Customer have entered into a separate Agreement for Air Carriage Services that includes a reference to the Terms and Conditions of DSV Air Carriage, then these Terms and Conditions shall continue to apply, but such negotiated agreement, and in particular the DSV Terms and Conditions of Carriage by Air, shall prevail and take precedence to the extent that its terms are inconsistent with these Terms and Conditions. In such a case, DSV's responsibilities will also be governed by the airline's terms of service.
- 2.4. Particular attention should be paid to those provisions of the Terms and Conditions and GPFR 2022 which exclude or limit the liability of DSV and third parties, and those which require DSV to be indemnified in certain circumstances.

## 3. Responsibilities and representations of the Customer

- 3.1. The Customer represents that it is the Owner or an authorised Agent of the Owner of the Goods and is authorised to accept these Terms and Conditions. The Customer accepts these Terms and Conditions on its own behalf and on behalf of the Owner and undertakes to comply with the applicable legislation relating to the Services provided by DSV.
- 3.2. The Customer and any person acting on behalf of the Customer shall provide DSV with lawful, sufficient and feasible Instructions, as well as all necessary data and documentation for DSV to perform the Services, including but not limited to licences, information on the obligation to monitor the carriage of Goods in accordance with the provisions of the Act of 9 March 2017 on the monitoring system for road and rail carriage of goods and trade in heating fuels together with the reference number and the key for the carrier (where required), description and data of the Goods and their type and classification, information on the storage unit, method of handling, storage and transport conditions with regard to temperature and humidity, etc. The Customer guarantees the correctness and completeness of these data and documentation.
- 3.3. The Customer warrants to DSV that the Goods are Neutral Goods and are appropriately packaged, classified, sealed, marked, addressed and entirely transportable by air, road or sea, except where DSV has accepted responsibility in writing for the packaging and/or marking of the Goods. In the case of Goods other than Neutral Goods, the Customer shall immediately inform DSV of such fact and shall obtain and deliver to DSV in a timely manner all necessary concessions, permits or authorisations for import, export, carriage, storage, transit and/or (re)transfer relating to such Goods.
- 3.4. The Customer represents that in connection with the performance of the Agreement it will comply with applicable laws and conduct its business in an ethical and lawful manner at all times.
- 3.5. Unless otherwise expressly agreed or confirmed by the Parties in writing in the Agreement or the Offer, DSV shall not provide Services in relation to Goods that are:
  - weapons, armaments, war material, dual-use goods or other goods the circulation of which requires special concessions, permits or is prohibited;
  - Class 1 Dangerous Goods (explosives and explosive objects) and Class 7 (radioactive materials and objects) and goods listed in Table 1.10.3 (List of High Risk Dangerous Goods) of the European ADR Agreement;
  - foodstuffs not in the manufacturer's packaging;
  - plants or animals;
  - human corpses or 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 under the Act of 9 March 2017 on the monitoring system for road and rail transport of goods and trade in heating fuels (Journal of Laws of 2017, item 708, as amended) (hereinafter referred to as the "Monitoring Act");
  - medicinal products, within the meaning of the Pharmaceutical Law of 6 September 2001 (Journal of Laws of 2008 No. 45, item 271 as amended), components for the production of medicinal products, drugs and psychotropic and hallucinogenic substances;
  - works of art, watches, antiques, philatelic or numismatic collections;
  - legal acts, manuscripts, drafts or models;
  - 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. DSV's commissioning of Services in respect of such goods, despite the absence of DSV's express written consent, shall be performed by DSV at the Customer's sole risk in accordance with clause 3.10 of these Terms and Conditions. Should DSV nevertheless be liable for damage in respect of such goods, including to a third party, the Principal shall reimburse DSV for the compensation paid by DSV or its insurer, plus any incidental costs,

including interest, legal aid or court costs.

- 3.6. The Customer may submit Service Orders to DSV, without additional charge, in the form set out below:
    - through the DSV e-services platform, having first received a user name and password from DSV to access the application,
    - EDI - linking customer and DSV systems,
    - Excel file - an agreed Excel file format to enable automatic data import into DSV systems.If it is not possible to use one of the above-mentioned forms, the Customer may submit Service Orders to DSV in documentary or written form (e-mail, fax, letter), for an additional fee determined by DSV.
  - 3.7. The Customer's giving of an Order or making any form of declaration of acceptance of the Offer implies that the Customer accepts: all the terms of the Offer and the Order, the provisions of these Terms and Conditions and of GPFR 2022, the provisions of any other terms and conditions agreed between DSV and the Customer, and its obligation to pay the agreed Price.
  - 3.8. Unless the Parties have expressly agreed otherwise for the remuneration payable to DSV in respect thereof, the Customer shall load, arrange, secure and unload the Goods at the Customer's premises or at the place designated for delivery/collection of the Goods. If DSV is requested to assist with the loading, staging or unloading of the Goods, such assistance shall be provided at the expense and risk of the Customer. This provision also applies to the aforementioned activities in relation to Containers. Before loading the Goods into the Container, the Customer is obliged to check their suitability for the intended purpose. The use of the Container by the Customer or a person who loads the Goods into the Container for the Customer means that the Container was in a fit state for the intended purpose.
  - 3.9. The Customer shall be liable for DSV's reasonable costs and expenses and for any losses that DSV may incur in respect of claims brought against DSV by reason of the failure of the Goods to comply with any of the restrictions or requirements set out in these Terms and Conditions, including, in clauses 3.2, 3.3 and 3.5 above, or by reason of DSV's refusal or suspension of the Services or return of the Goods. In the event that the Goods are returned, as well as in any other case, even if there is transport damage, the Customer is also responsible for paying the entire Service Price, without any deductions.
  - 3.10. In the event that the Customer transfers to DSV any Goods which do not comply with any of the restrictions or requirements set out in these Terms and Conditions, including clauses 3.2, 3.3 or 3.5 above, without DSV's express written consent to do so, DSV shall not be liable for any damage, however caused or caused, which the Customer may suffer in connection with DSV's provision of Services in respect of such Goods (whether or not the failure to comply with any of the restrictions or requirements caused or contributed to such damage and irrespective of any negligence on the part of DSV, as well as irrespective of any negligence on the part of DSV's employees or subcontractors, other than wilful misconduct).
  - 3.11. The wooden packaging of the Goods must meet the phytosanitary requirements of the country of destination in accordance with ISPM 15. It is the responsibility of the Customer and the consignee to ensure that the Goods are properly packed and loaded onto the means of transport, into the Container, or any other transport unit. It should be particularly noted that the DSV Offer does not include the loading of the Goods onto a means of transport, into a Container or any other transport unit even under Incoterms EXW conditions.
  - 3.12. The content of the Agreement, Order or Offer is fully confidential, even if not accepted by the Customer or after DSV has terminated the Service. The Parties are obliged to keep confidential any information which they have obtained from the other Party in connection with the conclusion of the Contract, the transmission of the Order, the submission of the Offer, its acceptance or rejection, in particular technical, business, organisational or other information having economic value or constituting DSV's company secret (Confidential Information).
- ## 4. Rights and obligations of DSV
- 4.1. Unless otherwise agreed in writing, DSV has the right on its own behalf and without notifying the Customer, to:
    - a) conclude contracts for the carriage of Goods with carriers by any route, means or person,
    - b) contract with carriers for the carriage of any kind of Goods, whether containerised or not, on or under the deck of any vessel,
    - c) arrange for the storage, packing, handling, loading, unloading or handling of the Goods by any person, at any place on land or at sea and for any period of time,
    - d) conclude contracts with carriers for the carriage or storage of Goods in containers or with other goods of any nature, in order to fulfil its own obligations,
    - e) perform such acts as DSV reasonably deems necessary for the performance of DSV's obligations.
  - 4.2. DSV shall have the right (without incurring additional liability), but shall not be obliged, to deviate from the Customer's instructions in any respect if DSV considers that there is a legitimate reason to do so in the interests of the Customer.
  - 4.3. DSV may at any time comply with orders or recommendations issued by any Authority. DSV's liability in respect of the Goods shall cease upon delivery or other disposition of the Goods in accordance with the orders or instructions, unless such liability ceases earlier by operation of law or the Agreement.
  - 4.4. If DSV considers at any time that the provision of the Service in respect of the Goods should not be commenced or that it cannot be continued or that it can only be continued after the necessary additional measures have been taken or additional costs or risks have been incurred, in the case of, inter alia, applicable export control regulations, DSV shall have the right to:
    - (a) dispense with the provision of the Service in respect of such Goods or to take such additional measures and/or incur such additional expenses as may be reasonably necessary to enable the Service to be performed or continued; and
    - b) obtain reimbursement from the Customer for all such additional funds and/or all such additional expenses.The foregoing is without prejudice to DSV's right to terminate the Order in accordance with applicable law.
  - 4.5. DSV (or any other person used by DSV) shall have the right to summon the Customer or Owner to collect the Goods at a designated time and place, and if delivery of the Goods or any part thereof is not collected by the Customer or Owner at the designated time and place, DSV (or any other person) shall have the right to store the Goods in the open or under cover at the Customer's sole risk and expense.
  - 4.6. DSV shall be entitled to enforce jointly and severally against the Owner and the Customer the Customer's liability under these Terms and Conditions or to recover from them any amounts owed by the Customer which have not been paid on demand. The Principal shall be liable before DSV for failing to communicate the contents of this provision to the Owner.
  - 4.7. DSV will perform all Services in accordance with the DSV Code of Conduct in force at the time the Services are performed. The DSV Code of Conduct is based on DSV's values and expresses DSV's intentions for ethical business conduct and applies to all DSV Group entities and employees, including managers and executive directors. The Customer is obliged to conduct its business in an ethical and lawful manner. The Customer and the Owner understand and agree that DSV in particular shall not be liable for any loss, damage or delay in the delivery of the Goods or breach of the Agreement caused by DSV's compliance with the DSV Code of Conduct.
  - 4.8. Unless otherwise agreed in writing, acceptance of an Order for execution shall be subject to DSV's prior acceptance of its terms and conditions and the sending of an appropriate confirmation to the Customer. The Order may be a one-off or standing order and must include a description of the conditions for the

- performance of the Service, and other information and instructions necessary for DSV to properly perform the Service. Insofar as it exceeds the scope of the Offer submitted by DSV, the Order shall not be valid unless DSV has expressly stated otherwise in writing, on pain of invalidity.
- 4.9. Unless otherwise agreed, it is permissible to confirm the terms of the Order and the acceptance of the Order on the basis of e-mail correspondence in documentary form. DSV accepts Orders on working days between 8:00 am and 4:00 pm. DSV may refuse to perform the Service in particular if its performance would jeopardise its legitimate interest. A refusal of the Service will be sent to the Customer no later than 48 hours after receipt of the Order, calculated from 8.00 a.m. to 4.00 p.m. on working days.
5. **Special instructions, goods and services**
- 5.1. **Customer's responsibility to provide correct information**
- 5.1.1. The Customer shall be deemed to have warranted to DSV at the time of DSV's takeover of the Goods an accurate description of the Goods, including but not limited to their markings, number, quantity and weight supplied by the Customer, and the Customer shall defend, indemnify and hold DSV harmless from any loss, damage or expense resulting from inaccuracy or insufficiency of such data. For Goods shipped in Containers, the weight provided by the Customer must comply with SOLAS (Safety Of Life At Sea) regulations for verified gross weight, unless otherwise agreed in writing with DSV.
- 5.2. **Dangerous goods**
- 5.2.1. Unless otherwise agreed in writing, the Customer shall not supply DSV or have DSV deal with Dangerous Goods.
- 5.2.2. If the Customer breaches the provisions of Clause 5.2.1:
- the Customer shall be liable for any loss or damage caused by, to or in connection with the Goods, whatever the case may be;
  - the Customer shall defend, indemnify and hold DSV harmless from any penalties, claims, damages, costs and expenses arising in connection therewith;
  - DSV (or any other person in whose custody the Goods are at the time) may, at its discretion, have the Goods destroyed or otherwise deal with them. For the purposes of this sub-clause, it shall not be necessary to notify any person of your intention to destroy or otherwise deal with the Goods.
- 5.2.3. Where the Customer, with DSV's consent, submits a Service Order to DSV relating to Dangerous Goods, the Customer shall provide to the carrier or other person collecting the Goods from the Customer only such Goods as meet the requirements of the European ADR Agreement currently in force, are authorised for carriage or authorised for carriage in Load Units, and shall provide DSV with all data and information necessary for the carriage to be performed by the carrier selected by DSV in accordance with the requirements of the European ADR Agreement. Within the scope of the above, the Customer is obliged to fulfil, inter alia, the requirements set out in clause 1.4.2.1 of the European ADR Agreement, and in particular is obliged to:
- 5.2.3.1. ensure that Dangerous Goods are classified and approved for carriage in accordance with the European Agreement ADR;
  - 5.2.3.2. provide DSV and the driver with information and data and, if necessary, the required transport and accompanying documents (authorisation, approvals, notifications, certificates, etc.);
  - 5.2.3.3. only use packaging that is approved for the transport of the materials in question and bears the markings required by the ADR European Agreement;
  - 5.2.3.4. comply with the requirements for shipping methods and restrictions.
- 5.2.4. In the event of non-performance or improper performance by the Customer or persons for whose actions the Customer is responsible or who perform their activities for the Customer, of the obligations set out in clause 5.2.3. of these Terms and Conditions, the Customer shall be liable for all costs, damages, charges and expenses resulting therefrom. The Customer shall indemnify and hold DSV harmless from any liability to third parties that may arise from the Customer's breach of the provisions of clause 5.2.3. of these Terms and Conditions and shall succeed DSV in any proceedings brought against DSV for the reasons set out above.
- 5.2.5. The Customer's failure to state in the Order that the Goods covered by the Order are Dangerous Goods means that the Customer declares that the Goods are Neutral Goods.
- 5.3. **Temperature controlled goods**
- 5.3.1. Unless otherwise agreed in writing, the Customer shall not provide DSV with, or cause DSV to deal with, Goods that require temperature control without first giving DSV written notice of the type and range of temperatures to be maintained. In the case of a Temperature Controlled Container filled by or on behalf of the Customer, the Customer further declares that:
- the container, as well as the aggregate and other devices used to control or record the temperature course, have been checked for suitability in advance by the Customer or a person carrying out activities for the Customer, and the container has been adequately pre-cooled or pre-heated;
  - the Goods have been properly pre-cooled or pre-heated and properly placed in the Container;
  - the thermostatic controls of the Container have been correctly set by the Customer.
- 5.3.2. If the requirements of clause 5.3.1 are not complied with, DSV shall not be liable for any loss or damage to the Goods caused by failure to comply with these requirements.
- 5.4. **Representations**
- 5.4.1. Unless agreed in writing, DSV shall not be obliged to make any representation for statutory, convention or contractual purposes as to the nature or value of the Goods or any special interest in the Delivery, nor shall DSV be obliged to make any representation as to the special storage requirements of the Goods, and any declarations of value or special interest in the Delivery made by the Customer or persons acting on its behalf or for its benefit shall not be binding on DSV or its subcontractors unless DSV has agreed to them in writing on pain of invalidity and has received the additional remuneration agreed in advance in respect thereof.
- 5.5. **Cash-On-Delivery/Cash-Against-Documents**
- 5.5.1. Unless otherwise agreed in writing, DSV does not undertake to deliver or release the Goods against cash on delivery or against a specific document. If DSV agrees to deliver or issue the Goods against cash on delivery or against a specific document, DSV shall only be liable for the exercise of due care and diligence. DSV's liability shall, subject to the provisions of clause 11 below, be limited in respect of the failure to exercise due care and diligence in the delivery and/or issue of the Goods against cash on delivery or against a specific document, to the amount of DSV's remuneration for such service.
- 5.6. **Guaranteed date**
- 5.6.1. DSV shall not execute orders for delivery by a specific date or time in any Forwarding Services, including in particular by sea, rail or air, and for any Carriage Services, including in particular by sea, rail or air, if exceptionally, under the terms referred to in these Conditions, DSV would act as contractual carrier.
- 5.6.2. Unless it has been expressly agreed in writing on pain of invalidity and on payment of an additional pre-agreed remuneration to DSV on this account that the Goods are to be dispatched/collected by or arrive/be delivered by a specific date or time, DSV shall not be liable for the dates or times of departure/collecting or arrival/delivery of the Goods. ETA (Estimated Time of Arrival), ETD (Estimate Time of Departure) or other similar estimated or indicative times/dates cannot be interpreted as a guarantee of time on the part of DSV. The Customer acknowledges that any schedules, sailings, flights and other similar plans and information are not binding and do not form part of the contract entered into with DSV or its subcontractor.
- 5.7. **Customs clearance**
- 5.7.1. DSV shall only perform Customs Services as a Direct Representative and in accordance with the terms and conditions set out in the General Terms and Conditions of Customs Services. The Customer agrees that it shall be ultimately responsible for the payment of any customs duties, excise duties, taxes, fines and/or interest due in connection with the importation and/or exportation of the Goods and shall indemnify DSV against any liability (individual and/or joint and several) in respect thereof which DSV or any person acting on behalf of DSV may incur, as well as against all costs and expenses (including reasonable legal fees and costs) in defending against such liability.
- 5.7.2. DSV will only act as an indirect representative of the Customer if the Customer provides DSV with adequate security against DSV's potential liability for duties, excise duties, taxes, penalties and/or interest due in connection with the import and/or export of the Goods, such as a bank or parent company guarantee. DSV may discontinue Customs Services at any time if, in DSV's sole discretion, DSV considers that the security provided is insufficient. DSV's commission for securing customs duties in transit above PLN 100,000 is 0.1%, min. PLN 100, unless stated otherwise in the Offer or DSV Price List.
- 5.7.3. Unless otherwise agreed in writing, in the case of importation of the Customer's Goods under the simplified procedure and DSV's acting as an intermediate agent, under the simplified procedure, DSV's commencement of the relevant customs activities on behalf of the Customer is conditional on the prior submission of a payment security by the Customer to DSV. The payment security shall be a bank or insurance guarantee or a declaration of voluntary submission to enforcement pursuant to Article 777 §1.5. of the Code of Civil Procedure, up to the amounts corresponding to the tax dues that the Customer will be obliged to pay in connection with the import of goods under this procedure.
- 5.8. **Export and import control**
- 5.8.1. The Customer assures DSV that the Goods are lawfully exported or imported to or from the place of origin or destination in accordance with the applicable export or import control legislation. It is the Customer's responsibility to timely obtain and deliver to DSV all necessary import, export, transit and/or (re)transfer permits related to the Goods.
- 5.8.2. In addition, the Customer should carry out all necessary checks on the parties involved in the transaction and ensure that the Goods and/or any party involved in the transaction are not subject to restrictions, embargoes or other legal limitations.
- 5.8.3. DSV may refuse to perform Services due to export or import control issues if DSV considers that (i) the country of origin, destination or country of transit is a restricted or embargoed country, (ii) the goods are restricted, (iii) any of the parties involved in the trade is a sanctioned or excluded party, or (iv) the licences obtained and/or provided by the Customer are incorrect, insufficient or incomplete.
- 5.8.4. DSV shall comply with all applicable regulations and licenses with respect to export or import controls when performing Services that may involve restricted or embargoed countries, restricted or embargoed Goods or sanctioned parties.
- 5.8.5. The Customer shall indemnify DSV against all costs, charges, fines, penalties and legal fees arising from and/or related to the Services due to the Customer's negligence, wilful misconduct or anything caused by, including the Customer's non-culpable failure to comply with its obligations under this clause 5.8.
- 5.8.6. DSV shall not be liable for any damages, including delays caused by inspections carried out by or on behalf of DSV to investigate possible breaches of export or import control rules.
- 5.9. **Courier services**
- 5.9.1. DSV performs the Courier Services (DSV XPress) in accordance with the terms and conditions set out in the DSV Courier Services Terms and Conditions and in accordance with the provisions of these Terms and Conditions to the extent that these Terms and Conditions do not conflict with the provisions of the DSV Courier Services Terms and Conditions.
- 5.10. **Road, intermodal and rail freight forwarding services**
- 5.10.1. The following weight restrictions for Containers in road or rail transport are defined:  
- 20 gross tonnes of goods in a 20 FT container,  
- 21.5 gross tonnes of goods in a 40 FT / 40 HC container,
- 5.10.2. The Customer is obliged to specify the weight of the Container when placing the Order. Containers weighing more than the anticipated limit will be quoted separately and will require confirmation by DSV each time.
- 5.10.3. Free time from delivery of the vehicle for loading/unloading 4 hours (with customs clearance) - for each additional hour the Customer will be charged EUR 25.00 for FCL.
- 5.10.4. The Customer has the option of cancelling a Rail Freight Forwarding Order free of charge up to 8 days before the scheduled departure, after which Dead Freight charges may apply.
- 5.10.5. The validity of rates for Rail Forwarding Services is calculated from the date of departure from the rail terminal - subject to availability of space, space and equipment.
- 5.10.6. DSV's liability for subcontractors whose Services are referred to by DSV to organise intermodal or rail transport is excluded, with the exception of damage caused intentionally. If a competent court should nevertheless hold DSV liable on this account, the compensation payable by DSV shall not exceed the amount of remuneration paid to DSV for such Service.
- 5.11. **Air freight forwarding services for the organisation of air transport**
- 5.11.1. In air transport, the weight conversion rate is  $1m^3 = 167$  kg. If the parameters of the shipment change, the terms and conditions of the DSV Offer may change. Airfreight surcharges such as fuel surcharge, security charge, etc. are variable and depend on the amount of charges levied by the airlines and in force on the date of the AWB waybill.
- 5.11.2. DSV shall perform the Services in respect of the Air Carriage in accordance with the terms and conditions set out in the HAWB Waybill, the DSV Air Carriage Conditions and in accordance with the provisions of these Terms and Conditions to the extent that these Terms and Conditions do not conflict with the provisions of the HAWB Waybill and the DSV Air Carriage Conditions. The Customer acknowledges that DSV may only act as contractual air carrier as a result of issuing a HAWB and appearing therein as carrier.
- 5.12. **Sea freight forwarding services**
- 5.12.1. For the FCL SEA IMPORT Service, the DSV rates remain valid provided that the bill of lading (BL) is endorsed with a date that falls within the validity of the rates or up to the Price Calculation Date (PCD), depending on the maritime carrier's solution, where PCD means the vessel's first scheduled sailing date as accepted by the maritime carrier.
- 5.12.2. In the case of the SEA EXPORT and LCL IMPORT Service, the rates remain valid provided the bill of lading (BL) is stamped with a date that falls within the validity limits of the rates, the BL date being the deciding factor.
- 5.12.3. DSV's execution of an Order relating to a Sea Freight Forwarding Service is subject to the availability of space and equipment.
- 5.12.4. For Goods transported to/from the USA: the booking of cargo by the Customer, upon receipt of a Negotiated Rate Agreement (NRA) or a revised NRA, constitutes the Customer's acceptance of the rates and terms contained in the NRA or revised NRA.
- 5.12.5. The Customer is obliged to determine the VGM of the Container in accordance with the applicable legal provisions and is obliged to issue DSV with a special certificate for this purpose, which will show the weighing method used and its details, unless the determination of the VGM is the subject of an Order (applies to the SEA FCL Service).

- 5.12.6 The dispatch of any documents, including bills of lading, is always at the risk and peril of the Customer, regardless of the conduct of the postal operator or courier company. DSV shall not be liable for damage resulting from the loss of documents sent to the Customer or a person nominated by the Customer.
- 5.12.7 The Customer shall be obligated, at the request of the sea carrier, to sign a Letter of Indemnity with the wording used by the sea carrier, and shall obtain the Bank's countersignature or the Bank's guarantee according to the terms and conditions indicated by the sea carrier, if such a requirement is set by the sea carrier.
- 5.12.8 The Goods shall only be released upon presentation of the original bill of lading, indicating the customer or its contracting party as the consignee/person having title to the goods. In the absence of the original bill of lading due to its loss or in other justified cases, the Goods shall only be released upon signature by all persons marked on the bill of lading as Merchant of the Letter of Indemnity in the wording presented by DSV. DSV also has the right to require the Customer to provide a bank guarantee under the terms and conditions it designates.
- 5.13. **Neutral Goods/General Cargo**
- 5.13.1. Unless otherwise agreed in writing, the Customer shall not, without DSV's prior written consent, provide DSV with or arrange for DSV to deal with Goods other than Neutral Goods.
- 5.13.2. If the Customer breaches the provisions of Clause 5.13.1:
- a) The Customer shall be liable for any loss or damage caused by or in connection with the Goods, whatever the case may be;
  - b) The Customer shall defend, indemnify and hold DSV harmless from any penalties, claims, damages, costs and expenses arising in connection therewith;
  - c) DSV (or any other person in whose custody the Goods are at the time) may, at its discretion, have the Goods destroyed or otherwise deal with them. For the purposes of this sub-clause, it shall not be necessary to notify any person of your intention to destroy or otherwise deal with the Goods.
6. **Subcontractors**
- 6.1. DSV is entitled to use other Freight Forwarders and subcontractors for the execution of the respective Order. DSV has the right at any time to commission/employ employees, subcontractors and/or agents to perform any part of the Services on its behalf.
- 6.3. Any employee, subcontractor or agent of DSV shall benefit from all the provisions of these Terms and Conditions as if they were expressly for their benefit. When DSV enters into a n Agreement under the terms and conditions referred to in these Terms and Conditions, to the extent of their provisions, it does so not only on its own behalf but as agent, representative or fiduciary for such employees, subcontractors and agents.
7. **Payment and payment terms**
- 7.1. The Customer is obliged to pay the Prices as remuneration for the Services. Payments for Services provided by DSV shall be made on the basis of invoices issued by DSV. The latest date of payment shall be indicated on the invoice or in the text of the Offer, Order or Contract concluded with DSV. If the date of payment is not specified in the above manner, the Customer shall pay the invoiced amount within 14 (fourteen) days from the date of DSV's invoice, without deduction or deferment for any claims or counterclaims.
- 7.2. The Customer agrees to receive invoices and information and documents relating to the performance of the Services electronically. The customer agrees to receive invoices without DSV's signature. For tax purposes, it is considered that the issuance and delivery to the Customer of a corrective invoice reducing the VAT taxable base (in minus), issued as a result of an error on the part of 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 reducing the value of the VAT taxable base on the date of issue of the corrective invoice are met. The absence of any objection to the content of the supplied corrective invoice shall be deemed to be its acceptance and confirmation by the Customer that it has become aware of the reduction in the VAT taxable base.
- 7.3. The offer includes all costs, in particular excluding: Courier Services, costs for customs clearance, warehousing, storage, VAT, customs duties, costs for sanitary, veterinary and quality inspections, costs for the respective certificates and certificates, as well as costs incurred as a result of abnormal or disrupted transport such as demurrage, detention or storage. The offer is valid for Neutral / General Cargo and prices are subject to space availability.
- 7.4. The Customer acknowledges that the delivery base according to which it has entered into the Contract is provided to DSV for information only, and that its reference in the Offer does not imply that DSV is obliged to perform those obligations incumbent on the Customer as a party to the commercial contract.
- 7.5. The Customer acknowledges that any timetables of shipments, cruises, sailings or other dates of departure or arrival, port calls, departures or arrivals published by carriers do not constitute an obligation on the part of the carrier to accept for carriage or to deliver the goods on the date resulting from these dates.
- 7.6. To convert a rate for Services expressed in a foreign currency into PLN, the average NBP exchange rate + 1.10% "uplift" applicable on the date of the invoice or proforma invoice shall be used.
- 7.7. Free time at the DSV warehouse in Wrocław: 5 calendar days free of charge. Time beyond this limit: Palletised goods: PLN 10/pallet/day (no breakdown by type of pallet); Bulk goods: PLN 0.05/kg payable weight/day. Palletising - material and labour PLN 40/per pallet. Free time at airline warehouses in Warsaw 2 calendar days excluding holidays.
- 7.8. Free time from delivery of the vehicle for unloading/loading: 1h, vehicle stopover exceeding 1h: PLN 60/h in air and sea transport of general cargo. Free time from delivery of the vehicle for loading/unloading 4 hours (including customs clearance) - each additional hour EUR 25.00 for FCL (SEA & Rail)
- 7.9. DSV does not agree to any contractual penalties that the Customer wishes to impose on it, unless DSV has expressly agreed in writing, on pain of nullity, to the payment of a contractual penalty.
- 7.10. Subject to clauses 5.7, 5.10, 5.11 and 5.12, the prices shall be valid for 3 (three) months after they come into effect, unless otherwise agreed. At any time after the expiry of the Prices, DSV may revise them and notify the Customer of their changes, which shall take effect immediately.
- 7.11. Prices are exclusive of VAT, customs duties and other government taxes relating to the Goods. These costs and taxes are the sole responsibility of the Customer.
- 7.12. In the event of late payment, DSV will charge interest. Interest will accrue from the due date of the overdue invoice until full payment is made. If default interest provisions do not apply, the DSV may charge 1.5% (one and a half percentage points) for each month started from the due date of the overdue invoice. DSV is further entitled to charge the Customer a reminder fee of EUR 10.00 for up to three reminders of overdue payments. The calculation of interest and late payment fees is carried out in accordance with the applicable law. In addition, if the Customer is late with a further 2 (two) or more payments, DSV is entitled to charge the Customer a fixed compensation of 6% (six per cent) of the amounts due for these 2 (two) or more late invoices for administrative and other costs resulting from the delay in timely payment.
- 7.13. Subject to the second sentence of this clause, if, in connection with the performance of the Services, DSV incurs outlays and/or expenses in relation to VAT, other taxes or charges, including but not limited to customs duties, then such outlays and/or expenses shall be paid by the Customer immediately upon DSV's request. In the event that DSV makes a customs debt payment on behalf of the Customer (use of the customs security lodged with the Tax Administration Chamber by DSV), the Customer undertakes to pay the amount of the customs debt to DSV's bank account immediately after customs clearance of the Goods, no later than 10 days counting from the date of registration of the customs declaration with the Tax and Customs Administration Office, and DSV shall have the right to retain the Goods until the amount of the customs debt paid by DSV on behalf of the Customer is credited to DSV's bank account. The Customer shall pay DSV a commission in accordance with the applicable price list on the amount of the customs debt paid by DSV pursuant to the above provisions. The Customer shall pay DSV penalty interest in the event of late payment of the amount of the customs debt paid by DSV to Customs and Excise in an amount corresponding to the maximum interest for the duration of the delay.
- 7.14. Unless otherwise agreed for specific Services, DSV may charge the Customer for additional direct or indirect costs, such as, but not limited to, waiting time, demurrage costs, additional or unexpected storage, diversion of goods during transport or failed attempts to collect or deliver the Goods, for which DSV is not responsible.
- 7.15. If DSV is instructed to collect freight, duties, fees or other expenses from a person other than the Customer, the Customer shall remain liable for such amounts; and shall pay them to DSV on demand if such amounts have become due and have not been paid by that person.
- 7.16. DSV and/or its affiliates reserve the right to take out insurance for a debtor of the Customer and/or its affiliates at any time, covering any amounts that may become due to DSV from the Customer and/or its affiliates in connection with the Agreement and/or the Services.
- 7.17. 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 optimum conditions for the performance of the cooperation.
- 7.18. DSV may grant individual customers a credit limit. The amount of the credit limit granted depends on the client's financial situation and the form of collateral proposed by the client. DSV reserves the right to withhold further Services to a Customer when the current balance in the Customer's Account exceeds the credit limit granted to the Customer by DSV.
- 7.19. Repeated (defined as more than two (2) occurrences in a period of six (6) consecutive months) failure by the Customer or any payment agency acting on the Customer's behalf to make payment for Services performed by DSV or its Affiliates within the payment period specified above may, at DSV's discretion, result in the immediate revocation of the credit limit and any further Services will be provided subject to payment on delivery.
- 7.20. No objection by the Customer to an invoice submitted by DSV or its Affiliates shall relieve the Customer, or any paying agency acting on behalf of the Customer, of its obligation to timely release or make payment for the Services performed, or limit the ability of DSV or its Affiliates to immediately revoke its credit limit, with the result that any further Services shall be performed subject to prepayment or payment on delivery.
- 7.21. DSV or its Affiliate reserves the right to provide debtor's insurance ("Debt Insurance") to the Customer or its Affiliates to secure debts that the Customer and/or its Affiliates may generate in connection with Services that DSV or its Affiliates may provide pursuant to an Order or Agreement. If the Debt Insurance is rejected or cancelled due to the Customer's circumstances and the Customer delays payment of due invoices, DSV has the right to place a lien on the Goods in transit. DSV may release the Goods from the lien if the Customer provides DSV with an appropriate payment guarantee.
- 7.22. It is specifically decided that in the event that: (i) the company providing the Debt Insurance rejects or cancels or in any way reduces the Debt Insurance cover relating to the Customer or its Affiliates, for whatever reason, or (ii) DSV or its Affiliates, in its sole discretion, determine that the creditworthiness of the Customer or its Affiliates is insufficient, DSV or its Affiliates reserve the right to:
- a) renegotiate the entire agreement,
  - b) require the Customer or its Affiliates to provide adequate security to meet the reasonable expectations of DSV or its Affiliates, such as a bank guarantee issued by a recognised bank for an amount determined at the sole discretion of DSV and/or its Affiliates; or
  - c) terminate the Agreement with immediate effect, subject to the sole discretion of DSV or its Affiliates.
- 7.23. If the Customer, acting in its capacity as a parent company, enters into the Agreement or subsequently becomes a parent company, the Customer will be jointly and severally liable with those of its Affiliates who at any time incur any indebtedness to DSV or its Affiliates in connection with the Services that it and/or its Affiliates may perform for them, under these General Terms and Conditions and other agreements. However, such joint and several obligations shall not apply to the extent and for so long as any Debt Insurance cover shall remain full, unlimited and unlimited and shall not be rejected, cancelled or limited by the company providing the Debt Insurance in respect of any particular Affiliate.
- 7.24. The Customer shall have the right to cancel an Order sent to DSV without having to pay DSV any compensation if the Customer cancels the Order no later than 24 (twenty-four) hours before the start date of the Order. If the Customer cancels an Order later than 24 (twenty-four) hours before the commencement date of the Order, DSV shall be entitled to charge the Customer an amount equivalent to 75% (seventy-five per cent) of the agreed Price for the cancelled Service. The Customer shall reimburse DSV for the costs incurred by DSV in good faith regardless of the time of cancellation of the Order sent to DSV and shall pay DSV the appropriate remuneration.
- 7.25. DSV reserves the right to verify the conformity of the declarations provided to it by the Customer and included in the Offer to the Customer with the facts, taking into account the data contained in DSV's information systems. In the event that DSV identifies 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 that were prepared on the basis of such declarations. Furthermore, in the event of a change in the parameters of the shipment or the structure of the goods, the prices for the Services may also change. A change to the price or other terms of the Offer pursuant to the provisions of this clause shall be made automatically by unilateral declaration by DSV and shall not require the consent of the Customer in order to be valid, provided that such change shall take effect 7 days after the date of service on the Customer of documentary notification to DSV of the change to the price or other terms of the Offer pursuant to this clause.
- 7.26. DSV reserves the right to automatically adjust prices for Services rendered in the event of changes in external costs affecting the costs of performing these services, including, but not limited to, fuel, ferry, bridge and tunnel crossings, taxes and all types of charges imposed on carriers (regardless of their form). Prices for Services rendered by DSV will automatically increase (without the need for the Customer's consent) from the date of entry into force of laws introducing new taxes or fees or from the date of increase of existing taxes or fees.
- 7.28. DSV reserves the right to unilaterally change the prices specified in the Offer or in the Agreement in the event of a change in market conditions (e.g., prices of services, costs of their provision, availability of rolling stock, etc.) relating to the performance of the Services to which these prices relate. Any change in prices pursuant to this clause shall be made automatically on the basis of a unilateral statement of DSV and shall not require the consent of the Customer in order to be valid, provided that such change shall become effective 30 days after the date of delivery to the Customer of DSV's notice, made in documentary form, of the change in the price pursuant to this clause.

8. **Lien**
- 8.1. Unless otherwise agreed, DSV shall have a specific and general lien on all Customer Goods in DSV's possession or control. The Customer may not pledge any surety rights, lien or other security interest in relation to these Goods to any third party without the prior written consent of DSV.
- 8.2. DSV shall have a lien on the Goods covered by the Services until the date of payment in full by the Customer for the Services performed, including previous Services. If such payment is not made within the time limit specified in the invoice or other accounting document or demand for payment, DSV shall be entitled to sell the consignment by tender or outright sale and to pay out of the amount obtained first the amount due to it for the performance of the Service, interest and other costs related to the satisfaction of its claim. The Customer shall assume full liability for any damage to the property of third parties that may arise from the exercise of a lien or the sale of the Goods to satisfy DSV's claims.
- 8.3. The aforementioned right of lien shall be extended to cover not only the specific transport or Service to which the non-payment relates, but also any existing at any time commercial obligations/receivables to DSV and/or its Affiliates.
9. **Insurance**
- 9.1. DSV will take out liability insurance as may be required by law or as is common practice in DSV's trade or business.
- 9.2. Unless expressly agreed in writing, DSV shall not take out cargo insurance in respect of the Goods being transported, handled or stored. As DSV's liability is limited in accordance with clause 11 of these Terms and Conditions, DSV encourages the Customer to take out Cargo Insurance to cover the Goods during transport, handling and storage.
- 9.3. Unless otherwise agreed, Cargo Insurance can only be taken out at the Customer's request and is calculated on 100% or 110% of the commercial value of the Goods plus transport (the insurance premium is min. EUR 40). If the value of the Goods is more than EUR 400,000.00, the purchase of Cargo Insurance requires a separate quotation. The following Goods are excluded from Cargo Insurance: alcohol, perishable and valuable goods (e.g., works of art, metal or precious stone products) - in accordance with ICC A 2009-01-01.
- 9.4. If the Customer, the Owner or their contractor insures the Goods against transport risks (cargo) on their own, they are obliged to include in such insurance agreement a clause waiving the insurer's recourse against DSV. The absence of such a clause will result in the Customer's liability for damages to DSV.
10. **General indemnities and safeguards**
- 10.1. Subject to the provisions of clause 11 below, DSV shall indemnify, hold harmless and, if requested by the Customer, defend the Customer, its officers, directors and employees against claims by third parties arising out of DSV's negligence, gross negligence or wilful misconduct that caused damage to third party property or injury or death to a third party. If the Customer wishes to exercise this right, the Customer must immediately notify DSV of the claim.
- 10.2. The Customer and the Owner shall be jointly and severally liable and each shall indemnify, hold harmless and, if requested by DSV, defend DSV, its officers, directors and employees against claims by third parties arising out of any breach of these Conditions, negligence, gross negligence or wilful misconduct by the Customer or the Owner, or any person acting on their behalf, which has caused loss or damage to the property of a third party or injury or death to a third party in connection with the performance of the Agreement. If DSV wishes to exercise this right, it must immediately notify the Customer of the claim.
- 10.3. In addition, the Customer and the Owner being jointly and severally liable, shall defend, indemnify and hold DSV harmless from and against any liability, loss, damage, delay, cost or expense relating to or arising out of:
- a) the negligence or wilful misconduct of the Customer and/or Owner;
  - b) the nature or inherent defect in the Goods, other than that caused by DSV's negligence;
  - c) duties, taxes, levies, charges, deposits and outlays imposed by any authority in respect of the Goods and/or the Container and for any liabilities, payments, fines, costs, expenses, losses and damages incurred by DSV in connection therewith unless caused by DSV's negligence;
  - d) DSV's actions taken in accordance with instructions from the Customer or Owner;
  - e) a breach of the assurances referred to in clauses 3.1 to 3.5 of these Terms and Conditions or an obligation of the Customer, or resulting from the negligence of the Customer or the Owner;
  - f) reliance by any other Person on advice and information, in any form, provided by DSV exclusively to the Customer.
- 10.4. The Client and the Owner shall be jointly and severally liable for loss, damage, contamination, soiling, detention or demurrage before, during and after the Service, of property belonging to:
- a) DSV (including, but not limited to, Containers);
  - b) employees, subcontractors or representatives of DSV;
  - c) independent contractors engaged by DSV to perform part or all of the Services;
  - d) any Person;
  - e) any vessel if such loss, damage, fouling, soiling, detention or demurrage is caused by the Customer or the Owner or any person acting on behalf of either of them or for which the Customer is otherwise responsible.
11. **DSV's legal liability**
- 11.1. Where DSV provides Forwarding Services or Logistics Services, DSV shall be liable for damage resulting from the non-performance or improper performance of such Services, unless it proves that it could not have prevented the damage despite the exercise of due diligence. In addition, DSV shall be responsible for the carriers, further forwarders or other subcontractors it uses in the performance of the Forwarding or Logistics Services, unless it is not at fault in their selection. The indemnity paid by DSV, due to the Customer in respect of a concluded agreement relating to Forwarding or Logistics Services, shall be limited to the ordinary value of the Goods, as specified in the commercial invoice or, in the absence thereof, determined in the order on the basis of the exchange price, market price or based on the normal value of things of the same type and quality. However, in no case shall the compensation paid by DSV exceed the amount of SDR 2 per kilogram of gross weight of the missing or damaged Goods, and a total of SDR 50,000 per occurrence, unless a higher amount is obtained from the person for whom DSV is responsible. The Customer acknowledges that subcontractors of the Services, including terminal operators or carriers, apply their own terms and conditions of service limiting their liability or the amount of compensation and, consequently, the compensation payable by DSV for damage resulting from the non-performance or improper performance of the Forwarding or Logistics Services shall never exceed the compensation recoverable from DSV's subcontractor on the basis of the terms and conditions applied by DSV.
- 11.2. Notwithstanding the provisions of clause 11.1, DSV shall not be liable for loss, damage or delay resulting from any special risk associated with the following actions, events or situations:
- a) the acts or omissions of the Customer, the Owner or any person acting on their behalf;
  - b) compliance with instructions given to DSV by the Customer, the Owner or any other person authorised to give them;
  - c) inadequate packaging or labelling of the Goods, except where such service has been provided by DSV;
  - d) the handling, loading, stowing or unloading of the Goods by the Customer or the Owner or any person acting on their behalf;
  - e) inherent defects in the Goods;
  - f) acts or omissions of any authorities, riots, civil commotion, strikes, lockouts, stoppages or work restrictions for any reason;
  - g) Force Majeure, fortuitous events, fire, flood, storm, explosion or theft;
  - h) any other cause which DSV could not have avoided and the consequences of which it could not have prevented with due diligence.
- 11.3. DSV shall fully exercise all rights, limitations and exclusions of liability available to the subcontractor in the agreement between DSV and the subcontractor and in any law, statute or regulation, and DSV's liability for failure to perform or improper performance of these Services shall not exceed the compensation recoverable by DSV from the subcontractor.
- 11.4. Insofar as the Services are regulated by international conventions or statutory legislation and DSV provides the Carriage Services as a contractual carrier, the following acts shall apply to these Carriage Services and to DSV's liability rules for the non-performance or improper performance of these Services:
- a) For the international carriage of goods by road - the Convention on the Agreement for the International Carriage of Goods by Road of 19 May 1956 (CMR Convention) applies.
  - b) For the international carriage of goods by sea - with the exception of carriage to or from the United States of America - the 1924 International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading, as amended in 1968 and 1979 (the Hague-Visby Rules), applies. The carriage of goods by sea to or from the United States of America is governed by the Carriage of Goods by Sea Act of 1936 (COGSA). In addition to the Hague-Visby Rules or COGSA, the provisions of a standard DSV sea transport bill of lading or a bill of lading issued by a maritime carrier apply.
  - c) In the case of international carriage by air of goods subject to the Convention for the Unification of Certain Rules for International Carriage by Air 1999 (Montreal Convention), the Montreal Convention applies. In the case of shipments subject only to the 1929 Convention for the Unification of Certain Rules Relating to International Carriage by Air (the Warsaw Convention), the Warsaw Convention applies, but where both the Warsaw Convention and the Montreal Convention apply, the Montreal Convention shall prevail.
  - d) For international carriage of goods by rail, the Uniform Rules concerning the agreement for the international carriage of goods by rail (COTIF Convention with CIM appendix) applies.
  - e) For domestic carriage of goods by road or rail - the Transport Law of 15 November 1984 (Journal of Laws of 2000, No. 50, item 601 as amended) applies, provided that in the event that the Customer fails to provide DSV with information on the value of the Goods in the order, DSV's liability to the Customer, who is not a consumer within the meaning of the Civil Code, shall be limited to the amount of SDR 2 for each kilogram of lost or damaged Goods, and the maximum absolute amount of DSV's liability in such a case shall be limited to the amount of SDR 50,000 for a single loss or series of losses resulting from a single event.
- 11.5. all other losses, damages or claims, including to the extent that the Services are not subject to international conventions, statutory regulations or are part of a multimodal shipment and it cannot be determined in which mode of transport the loss, damage or delay to the Goods occurred, DSV's liability for Services such as, but not limited to, Forwarding Services, Carriage Services, Logistics Services, Customs Services, Advisory Services or Ancillary Services shall be as follows:
- a) In the event of loss or damage or a claim relating to the Goods or other property, liability shall be limited to the lesser of: SDR 2 per kilogram of gross weight of Goods or property lost, damaged or in respect of which such claim is made; SDR 50,000 per occurrence or SDR 1,000,000 in aggregate for each calendar year;
  - b) in the event of delay or claims related to delay, subject to the provisions of these Terms and Conditions excluding DSV's liability for damages of this nature, up to the lesser of the following amounts: twice DSV's fees for the delayed service(s), if applicable, or SDR 5,000 per incident;
  - c) in the event of any other loss, damage or claim (including any error or negligence), to the lesser of: SDR 5,000 per event or SDR 10,000 in total for each calendar year.
- 11.6. The extent of DSV's liability for a loss resulting from non-performance of the Service shall always be limited to the amount of remuneration to which DSV would be entitled if such Service had been performed in accordance with the Agreement or Order. The limitation of DSV's liability set out in this section shall not apply where DSV has intentionally caused a loss to the Customer.
- 11.7. The total aggregate liability of DSV for any loss, damage or claim relating to the performance and/or non-performance of the Services or any other obligation under this Agreement shall in no event exceed SDR 1,000,000 per calendar year.
- 11.8. Unless expressly prohibited by applicable law, DSV shall in no event be liable in contract, tort, negligence, breach of statutory duty or otherwise for any indirect or consequential loss, damage, costs or expenses of any nature whatsoever; or for loss of actual or anticipated profits, loss of revenue, loss of goodwill and/or goodwill, loss of savings or any other purely economic loss, in each case both direct and indirect.
- 11.9. In the event of withdrawal from the Agreement by the Customer for reasons attributable to DSV or in the event of withdrawal from the Agreement by DSV for reasons not attributable to the Customer, DSV's liability to the Customer, who is not a consumer within the meaning of the Civil Code, for damage caused by DSV's non-performance of the Agreement or Order shall be excluded. The above limitations of DSV's liability shall not apply in the event that DSV causes a loss through wilful misconduct.
- 11.10. Neither Party shall be liable to the other Party for non-performance or improper performance of the Service or the Agreement in the event of Force Majeure events.
- 11.11. The Customer shall not be entitled to set off the amounts of any possible claims for losses against any amounts due to DSV.
12. **Complaints**
- 12.1. DSV must be notified of the complaint without undue delay. In the event of visible damage or loss to the Goods, the complaint should be made immediately upon receipt of the Goods. In the event of invisible damage or loss to the Goods, the complaint shall be made within the period provided for by the applicable legislation, or, in the absence of such legislation, no later than 3 (three) days from the date of delivery of the Goods.
- 12.2. If the Customer fails to make/submit a complaint within the time limit set out in clause 12.1, the Customer shall have the burden of proving that the damage or loss to the Goods occurred before receipt of the Goods. If the Customer fails to prove this, the Goods will be deemed to have been delivered in perfect condition.
- 12.3. Subject to the provisions of these Terms and Conditions excluding DSV's liability for damages of this nature, a claim relating to delay, loss of the entire consignment and/or matters other than damage to

or loss of the Goods shall be made within 14 (fourteen) days of the date on which the Customer knew or ought to have known of the circumstances giving rise to DSV's liability. If a complaint is not made, the Customer shall lose the right to submit any complaint.

#### 13. Limitation period

13.1. Legal proceedings against DSV must be initiated within 1 (one) year, otherwise the right of complaint shall lapse. The limitation period begins to run:

- a) in the event of loss of value or damage to the Goods, from the date on which the Goods were delivered to the consignee,
- b) in the event of delay or loss of the entire consignment, from the day on which the consignment should have been delivered,
- c) in the case of any other loss not covered by subclauses (a) and (b), from the date of execution of the Order.

#### 14. General average

In the event of general average, the Parties agree that the York-Antwerp Rules 1994 or such other maritime customs selected by the maritime carrier shall apply. The Customer shall defend, indemnify and hold DSV harmless from and against any claims of a general nature, including any claims or demands for security of a general nature that may be made against DSV, and the Customer shall promptly provide such security as DSV may request in connection therewith.

#### 15. "Both-to-Blame" conflict clause

The "Both-to-Blame" conflict clause as recommended by BIMCO, in force at the time the Services are provided, is incorporated into and forms part of these Terms and Conditions in respect of all maritime carriage by sea carriers, actual or contractual, whose services are referred to by DSV for the performance of the Order.

#### 16. DSV acting on behalf of the Customer

16.1. DSV shall notify the Customer if it decides to act solely on behalf of the Principal in connection with the Services provided. In the absence of such notification, DSV shall be deemed to be acting on its own behalf.

16.2. To the extent that DSV acts on behalf of the Customer, DSV shall enter into agreements with subcontractors on behalf of the Customer so that a direct contractual relationship is established between the Customer and these third parties.

16.3. DSV shall not be liable for the acts and omissions of third parties referred to in clause 16.2. DSV shall only be liable if it has not exercised due diligence in selecting the entities whose services it has called upon to perform its own service.

16.4. Except to the extent caused by DSV's negligence, the Customer shall defend, indemnify and hold DSV harmless from any liability, loss, damage, cost or expense arising out of agreements entered into to meet the Customer's needs in accordance with clause 16.2.

#### 17. Obstacle

17.1. DSV shall use reasonable endeavours to perform the agreed Services. If at any time the performance of the Services is affected by obstacles, risks or delays not attributable to DSV or DSV's subcontractors, DSV shall not be liable for any related loss or damage.

17.2. Any delay or failure to perform the Services due to an obstructive event shall not constitute a breach of the Agreement. This is without prejudice to any further provisions limiting or excluding DSV's liability.

17.3. The Customer expressly accepts and agrees that any delay or inability to perform the Services arising out of or in connection with the loss of the United Kingdom of Great Britain and Northern Ireland's status as a Member State of the European Union shall be deemed to be an impediment to which the provisions of this Clause 17 shall apply.

17.4. In the event of a Brexit-related Trigger Event, DSV may:

- a) commit the Client to negotiate a good faith amendment to the Agreement to mitigate the Brexit Trigger Event;
- b) if no such amendment to the Agreement is made, terminate the Agreement by written notice from the Customer.

#### 18. Personal Data

18.1. The Customer and DSV, as parties to the Service Agreement, act as individual controllers of personal data in connection with the processing of personal data, which processing takes place for the purpose necessary for the performance of the obligations under the Agreement.

18.2. To the extent necessary to perform the Customer's obligations under the Agreement, the Customer will provide DSV with personal data.

18.3. 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. Upon DSV's request, the Customer will be obliged to provide written explanations or appropriate documentation confirming the existence of a valid legal basis for 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.

18.4. When personal data is received by DSV, DSV 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 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 referred to as the "General Data Protection Regulation").

18.5. 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.

18.6. When the Customer transfers personal data concerning the Customer to DSV, DSV shall inform the Customer that:

*The controller of your personal data is DSV Air & Sea sp. z o.o. with its registered office in Duchnice, address: ul. Ozarowska 40/42, 05-850 Ozarów Mazowiecki (hereinafter: "DSV"). Your personal data will be processed for the purposes: (i) relating to the conclusion and performance of an agreement relating to the services provided by DSV, (ii) the marketing of DSV services, and (iii) the conclusion and performance of 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*

*performance of an agreement relating to services provided by DSV or 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 have the right 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 of the GDPR; (iv) request the restriction of data processing in the cases indicated in Article 18 of the GDPR; (v) object to the processing in the cases indicated in Article 21 of the 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 Air & Sea sp. z o.o. with its registered office in Duchnice, address: ul. Ozarowska 40/42, 05-850 Ozarów Mazowiecki, e-mail: issc.rodod@dsv.com.*

18.7. If the Customer provides personal data of an employee or an associate of the Customer or if an employee or an associate of the Customer provides data concerning the Customer to DSV, DSV shall inform the employee or associate of the Customer that:

*The controller of your personal data is DSV Air & Sea sp. z o.o. with its registered office in Duchnice, address: ul. Ozarowska 40/42, 05-850 Ozarów Mazowiecki (hereinafter: "DSV"). Your personal data has been provided to DSV by your employer/contractor with whom DSV has an agreement. Your personal data will be processed for the following purposes: (i) the performance of the agreement between DSV and your employer/principal, (ii) the marketing of DSV services, and (iii) the conclusion and performance of future agreements between DSV and your employer/principal. The legal basis for the processing of your personal data is Article 6(1)(b), (c) and (f) of the GDPR, where the legitimate legal interest is the proper execution of the agreement between DSV and your employer/principal 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/principal and DSV will be processed for 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 have the right 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 of the GDPR; (iv) request the restriction of data processing in the cases indicated in Article 18 of the GDPR; (v) object to the processing in the cases indicated in Article 21 of the 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 Air & Sea sp. z o.o. with its registered office in Duchnice, address: ul. Ozarowska 40/42, 05-850 Ozarów Mazowiecki, e-mail: issc.rodod@dsv.com.*

18.8. Where the Customer makes personal data available to DSV for its employees or associates, the Customer shall, on behalf of DSV, promptly provide such employee or associate with the information clause indicated in clause 18.7 above.

#### 19. Other provisions

##### 19.1. Amendments to the Terms and Conditions

At any time DSV has the right to unilaterally amend these Terms and Conditions by publishing the amendments on the DSV website. If any Agreement is entered into by DSV after this publication, it will be subject to the amended Terms and Conditions.

##### 19.2. Assignment of Agreement

The Customer may not assign or transfer any rights or obligations under the Agreement to third parties or Affiliates without the prior express written consent of DSV. DSV may condition its consent on such changes to the terms and conditions of the Agreement as it considers, in its sole discretion, to be necessary to mitigate the risks arising from such assignment or transfer of rights or obligations.

##### 19.3. Notices

Notifications shall be made in writing, by post, email or fax depending on the details exchanged between the parties. Any notice served by post shall be deemed to have been given on the third day following the day on which it was sent.

##### 19.4. Headings

The headings of clauses or groups of clauses in these Terms and Conditions are for guidance only.

##### 19.5. Legislation

If any legislation is mandatory, in whole or in part, for the Services performed, then these Terms and Conditions, in respect of such Services, shall be subject to such legislation. However, nothing in these Terms and Conditions shall be construed as a waiver by DSV of any rights or immunities, or as an increase of any liability or obligation under such legislation, and if any part of these Terms and Conditions is found to contravene such legislation, to any extent, that part in respect of such activity shall be invalid to that extent and shall not be continued.

20. Dispute resolution and applicable law

20.1. Unless otherwise provided by applicable national or international law or otherwise agreed in writing, the law of the jurisdiction of the domicile of DSV shall apply to these Terms and Conditions and the Agreement between DSV and the Customer and to any dispute arising out of or in connection with

these Terms and Conditions or the Agreement.

- 20.2. Unless otherwise agreed in writing or provided for by mandatory law, any dispute relating to or arising out of this Agreement, or relating to its subject matter or wording or the Services, shall be subject to the exclusive jurisdiction determined by the domicile of DSV.
- 20.3. These General Terms and Conditions have been prepared in Polish and English. In the event of a discrepancy between the Polish and English language versions, the Polish language version takes precedence.
- 20.4. These Terms and Conditions enter into force on 03.07.2023.
- 20.5. The content of these General Terms and Conditions is available upon request at the DSV premises, as well as electronically on the website <https://www.dsv.com/pl-pl/>, from where they can be downloaded and printed.