




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


1. The purpose of these Terms and Conditions is to regulate and make transparent the rules of cooperation between the Parties of the Transport Order contracts between DSV Air & Sea Sp. z o.o. or DSV Air & Sea Poland Sp. z o.o. (hereinafter referred to as the Principal), and the Carriers.
2. By accepting the Transport Order (hereinafter referred to as Order), the Carrier declares that it possesses the legally required permits, licenses and other required administrative decisions necessary to properly perform the contract.
3. The provisions contained in these Terms and Conditions regarding the Carrier are also binding upon all persons who are used by the Carrier to carry out the Orders, especially drivers who directly carry out the carriage of goods resulting from the Orders. The Carrier is responsible for the actions of all persons it uses to carry out Transport Orders as for its own actions.
4. The Parties agree to notify each other promptly if any of the representations or warranties contained in these Terms and Conditions become untrue or obsolete during the term of these Terms and Conditions.
5. The Carrier may not entrust the performance of the order to a third party without the prior written consent of the Principal. If the Carrier entrusts the performance of the Order to a third party without the Principal's consent, the Carrier will be obliged to compensate for any damage suffered by the Principal on this account.
6. By accepting the Order, the Carrier declares that it has the carrier liability insurance extended by the contracting carrier clause (applicable to Forwarding Services and Carriers subcontracting Orders) and extended by the clause of theft and robbery, which covers also Carriages performed by a subcontractor.
7. It is obligatory for the Contractor to have a valid and paid-up Carrier's Liability Insurance policy with a minimum amount of EUR 250,000 per event or with a value calculated as the product of at least 8.33 SDR per 1 kg gross weight resulting from the Transport Order per event in international transport. In case the Carrier's Liability Insurance policy expires during the term of the Contract concluded with the Principal or in the course of rendering services to the Principal, the Carrier undertakes to deliver to the Principal a copy of the renewed or new Carrier's Liability Insurance policy immediately, no later than within two working days from the expiry of the existing policy, together with a confirmation of premium payment or other proof of validity of the policy (e.g., insurer's/insurance certificate). A breach of the rule referred to in this provision entitles the Principal to terminate the contract with the Carrier with immediate effect due to the Carrier's fault.

	Registered office: DSV Air&Sea Sp. z o.o. ul. Ożarowska 40/42, Duchnice, 05-850 Ożarów Mazowiecki	Management Board: Arkadiusz Mirek Thomas S Jansson	Share capital: PLN 1,050,000 KRS 220643 XIII Commercial Division of the National Court Register [KRS] REGON 015816767	Danske Bank A/S S.A. Polish Branch ul. Emilii Plater 28, 00-688 Warsaw PLN 84236000050000004550314705 EUR 70236000050000004550314763 USD 48236000050000004550314771
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8. The Carrier is obliged to behave in a cultural and courteous manner towards Customers of the Principal, their employees and to ensure the proper technical condition, cleanliness and appearance of vehicles used by it during the performance of the Contract.
9. The Carrier is obliged to refrain from performing services for other entities, if they would prevent the performance of the service provided for the Principal or adversely affect its quality.
10. The Carrier undertakes that the Driver shall be present during loading and unloading and in case of lack of such possibility the relevant information shall be placed in the waybill. Any reservations concerning the condition and quantity of the goods at loading/unloading shall be noted in field 18 of the CMR / on all copies of the waybill.
11. The Carrier assures that in case of any damage to the freight, a damage report and photographic documentation shall be made with the participation of the consignor or consignee in order to determine liability and that it shall take steps to secure recourse rights. The documentation shall be forwarded by the Carrier to the Principal's forwarder immediately.
12. If there are difficulties at the loading/unloading location, the driver may not depart without the express written consent of the Principal. The Carrier undertakes to report immediately to the Principal all stoppages due to the fault of the consignor/consignee of the goods and confirm them on the stoppage card / CMR list / domestic waybill.
13. A telephone/SMS notification of completed loading/unloading of goods to the Principal's forwarder is required each time.
14. When leaving the vehicle during a layover, the driver is required to close all doors and windows in the vehicle, activate all available mechanical and electronic security devices, and take the car keys with himself/herself.
15. The luggage hold/loading area **must always be locked** in a way that prevents access to the goods (key, padlock, etc.).
16. A breach or break of customs seals by a person not authorized by the law must be immediately reported to the forwarder and the condition of the goods checked and documented. The driver carrying goods secured with a seal is obliged to check the condition of the seal every time (after loading, before unloading, during layovers). In addition, the driver is required to take photographs before and after breaking the customs seal in such a way that the seal can be seen in its entirety and the numbers on the seal can be read. The Carrier shall promptly secure and make the photographs available to the Principal.

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17. Parking is allowed only in guarded places, or in exceptional cases in the places designated by the Carrier's insurer. It is permissible to park the vehicle and its cargo at a parking lot at a petrol station on a main road (national, express or freeway), adapted for lorries, lit after dusk, if the place has security surveillance or camera monitoring, and provided that the driver **does not leave** the vehicle for longer than **30 minutes**. The Parties agree that in the case of Orders for the carriage of **HVC** (High Value Cargo), this provision shall read as follows: *The vehicle and its cargo may be parked only in a guarded parking lot or in a fenced, locked and lit area, which has access control and is under 24-hour surveillance in a manner that prevents theft of goods. In the case of parking outside the guarded parking lot or the above-mentioned area, only parking that is necessary due to force majeure is allowed. In addition, with the exception of guarded parking lots and areas that are fenced, locked and lit, which have access control and are under 24-hour surveillance in a way that prevents theft of goods, the carrier is obliged to make a thorough inspection of the condition of the left vehicle every hour.*
18. It is strictly forbidden to park in high-risk areas (forested, undeveloped, unlit areas, before the driver's house, unguarded parking lots, etc.).
19. The Carrier is required to have all documents and equipment required by law and necessary for the performance of this order.
20. The vehicle must be in good working condition and clean. It is mandatory to comply with the vehicle manufacturer's technical recommendations.
21. Vehicle engines must comply with the terms of emissions of pollutants contained in exhaust gases in accordance with the requirements set out at least according to EURO4 standard or better, while meeting the legal requirements, including those concerning the use of the environment, also having regard the document <https://www.dsv.com/pl-pl/wsparcie/dokumenty/strefa-przewoźnika/air-sea> published on [www.dsv.com](http://www.dsv.com).
22. The carrier is obliged to inform immediately about inspections and possible detentions by customs and police authorities, technical failures, discrepancies concerning quantity and state of load, lack of documents, etc. The carrier is obliged to notify the Principal immediately of any circumstances that may hinder the Order's performance or may lead to delays in its performance.
23. In case of import goods transported under customs supervision, the Carrier is obliged to report first to the place of clearance indicated in the field IMPORT CUSTOMS CLEARANCE, and second to the place of unloading indicated in the field PLACE OF UNLOADING. If the above is not complied with, the Carrier is obliged to deliver the goods to the place of clearance as soon as possible and to


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bear any additional costs related thereto (including additional charges imposed by customs authorities in connection with the event). In the case of export goods, the driver is obliged to report first to the place indicated in the field PLACE OF LOADING and second to the place of clearance indicated in the field EXPORT CUSTOMS CLEARANCE. If the above is not complied with, the Carrier is obliged to report to the place indicated in the field PLACE OF LOADING as soon as possible and to bear any additional costs related thereto (including additional charges imposed by customs authorities in connection with the event).

24. In case the vehicle is not delivered within the time period specified in the field *DATE OF LOADING* or in case of violation of any of the provisions of sections **6, 7, 10, 15, 17** of these Terms and Conditions of Cooperation, the Principal reserves the right to charge a contractual penalty amounting to 50% of the freight.
25. If the Carrier fails to report to the place of clearance in accordance with item 23, according to the guidelines provided in the Order, the Principal reserves the right to charge an additional contractual penalty equivalent to EUR 150, which does not exclude possible claims resulting from removing the goods from customs supervision.
26. The Carrier is obliged to secure the goods during transport in a way that ensures their safe carriage. In addition, the Carrier is obliged to equip drivers performing carriage of goods covered by this Order with devices for two-way communication, e.g., a cell phone.
27. In case of international general cargo carriage, the Carrier is obliged to equip the semi-trailer with safety materials for transport, in particular anti-slip mats, 16 lashing straps (or 4 telescopic poles), unless the parties agree otherwise.
28. In case of stoppage, the free-of-charge time is 24h (48h for former CIS countries) for customs goods and 8h for non-customs goods. The Carrier is not entitled to reimbursement for layovers on Sundays and local holidays, during border stops, unless otherwise agreed by the Parties.
29. Any disputes that may arise from the performance of Orders shall be settled amicably. If it is not possible to settle the dispute amicably, it shall be settled by a court having jurisdiction over the Principal's registered office.
30. The Carrier is obliged to keep secret all information concerning the Principal obtained in connection with the performance of the this Order, especially technical, business, organizational information of the company or other information and data having economic value for the Principal's company and which are confidential business information, especially: personal data of Customers and information about rates agreed between the Carrier and the Principal, types and quantities of transported goods,

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and information on the contracts between the Principal and its Customers which the Carrier has obtained (hereinafter referred to as: Confidential Information).


**31.** Disclosure of Confidential Information in violation of the rules set forth in this Order shall be treated as a breach, including, but not limited to, providing Confidential Information to third parties, disclosing or making use of Confidential Information to benefit oneself or third parties, or using Confidential Information for one's own or affiliates' purposes. In the event of any doubt as to the confidential nature of specific information (data), the Party intending to disclose it shall be obliged to obtain the other Party's prior written consent to the disclosure of such information (data) under pain of nullity.

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

The Parties' obligations to protect Confidential Information shall continue both during and after the performance of this Order (regardless of the reason). In the event of breach of the duty of confidentiality, the Principal may demand payment of a contractual penalty in the amount of EUR 10,000 (in words: ten thousand euros) for each identified case of breach.

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

**32.** The contractual penalties reserved by this Order are payable within 7 days from the date of delivery of the debit note. Contractual penalties do not exclude the possibility to seek damages in excess of the amount of contractual penalties on general terms, in case the damage suffered by the Principal exceeds the amount of reserved contractual penalties. Within the meaning of this order, "damage" shall mean, in particular, a loss in the Principal's assets or a lost profit - directly related to the disclosed Confidential Information as well as other damage remaining in a causal relationship with the disclosure of Confidential Information, such as, for example, the amounts of compensation paid


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by the Principal to third-party entities or the costs incurred by the Principal to make organisational or technological changes which would not have been necessary had the disclosure of Confidential Information not taken place.


- 33.** The Parties hereby agree that they shall not be liable for consequences resulting from a force majeure event. The Party to the contract, which has been hindered in the performance of the contract due to force majeure, is obliged to immediately inform the other Party about the occurrence and cessation of the force majeure. Failure to notify or a delay in notifying the other Party of the occurrence of force majeure will result in that Party not being able to successfully invoke force majeure as a cause for exemption from liability for non-performance or improper performance of the contract. The Party to the contract which was hindered in the performance of the contract as a result of force majeure shall be obliged to take all possible and legally prescribed measures to minimize the impact of force majeure on the performance of the contract.
- 34.** The Carrier may not, without the consent of the Principal, transfer to third parties the receivables resulting from this order. The Principal may, without the Carrier's prior consent, transfer to any entity within the DSV-Panalpina A/S group of companies all rights and obligations arising from the Order and any contract with the Carrier.
- 35.** All stoppages due to the fault of the consignor/consignee of the goods must be reported immediately to the Principal and confirmed on the stoppage card / CMR list / domestic waybill. Failure to do so will result in non-payment of demurrage charges. Demurrage charges will not be accepted by the Principal in the event of a delay, attributable to the Carrier, in timely placement of the semi-trailer at the place of customs clearance, unloading or loading.
- 36.** The Carrier shall immediately notify the Principal's forwarder of the refusal to perform the Order. If the Contractor does not send to the Principal a written refusal to perform the transport order within 1 hour from the time when the Principal submitted such order, it is considered that the has Carrier accepted the order for performance with the effect of concluding a carriage contract.
- 37.** Payments shall be made in PLN according to the average exchange rate of the National Bank of Poland (NBP) announced on the day preceding the day of loading the goods, within 45 days of receiving a correctly issued invoice accompanied by the original CMR/domestic waybill and a copy of the document confirming final import customs clearance, a WZ [delivery note] document or other documents, if applicable and unless otherwise agreed. The date of payment shall be the date on which the Principal's bank account is debited.

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38. The Carrier who performs the Order is authorized to issue a VAT invoice for the performance of transport services to **DSV Air & Sea Sp. z o.o.**, ul. Ożarowska 40/42, Duchnice, 05-850 Ożarów Mazowiecki, NIP PL5222743081 or to **DSV Air & Sea Poland Sp. z o.o.**, ul. Ożarowska 40/42, Duchnice, 05-850 Ożarów Mazowiecki, NIP: PL1182189327
39. **Invoices should include the order reference number** to ensure proper invoice approval and payment process. Please send them along with scanned shipping documents to: [PLinvoice@dsv.com](mailto:PLinvoice@dsv.com)
40. **Basic requirements** for invoices sent **electronically**:
- A) Invoices - only in PDF format - to: [PLinvoice@dsv.com](mailto:PLinvoice@dsv.com)
  - B) **Only one invoice** along with required documents in **one attached PDF file** (with accompanying documents, e.g., CMR, Interchange etc., attached in the same PDF). **Prerequisite → 1 PDF = 1 invoice (with accompanying documents).**
  - C) There can only be invoices for one DSV company in one email, they cannot be combined.
  - D) The scanner does not read any content of the subject line or body of the email.
  - E) **Always remember to include the references required by DSV on your invoice.**
41. In the case of hardcopy mailing, please also be sure to indicate the **order reference number** to ensure proper invoice approval and payment process. Please DO NOT staple invoices to documents as they must be scanned. Shipment to the Principal's registered address in Duchnice.
42. The Carrier confirms that it is aware of the provisions of the German law on minimum wages (Mindestlohngesetz) - BT-Ds 18/1558 (hereinafter referred to as "MiLoG") and that in performing Orders it applies the provisions of the MiLoG to the required extent. If the Carrier employs subcontractors to carry out the Order, the Carrier warrants that its subcontractors will also comply with the MiLoG and is liable for their acts and omissions as for its own. The Carrier shall indemnify or hold the Principal harmless from any liability relating to third party claims, fines or penalties imposed by public authorities due to the Carrier's or its subcontractors' failure to comply with the MiLoG. This provision applies to the performance of transport orders in which we order collection from Germany and delivery to Germany.
43. The Principal acts as the data controller of the Carrier's personal data. The legal basis for the processing of the Carrier's personal data is Article 6(1)(b) of the GDPR, i.e., the processing is necessary for the performance of contracts concluded with the Carrier. Detailed information on the processing of personal data can be found in the GDPR information clause published on [www.dsv.com](http://www.dsv.com).
44. **Terms and Conditions of Services:** the following terms and conditions shall apply unless otherwise stipulated by mandatory applicable law or previously specified in writing by the Principal. In contracts


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of international carriage by road, the Contractor shall assume the rights and obligations of a road carrier in accordance with the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) of 19 May 1956 (Journal of Laws No. 49, item 238). In contracts of domestic carriage by road, the Contractor acts on the basis of the Transport Law of 15 November 1984 (Journal of Laws of 2000, No. 50, item 601 as amended) and subordinate legislation to that Law, as well as relevant provisions of the Civil Code. The Principal acts strictly in accordance with the provisions of the Polish General Forwarding Rules (OPWS), applicable within the scope of services provided by the above mentioned Company.

45. The Carrier shall have regard to and comply with the Supplier Code of Conduct published on <https://www.dsv.com/pl-pl/wsparcie/dokumenty/strefa-przewoznika/air-sea>
46. Failure of the Carrier to meet any of the above requirements may result in a reduction of the freight rate.
47. Any changes to the Terms and Conditions must be made in writing in order to be valid, however, it is also possible to make them in a documentary form by exchanging scans of signed documents.
48. Any changes to the arrangements for individual Orders, in particular: date, place of delivery, consignee, shipment details and freight rates require e-mail confirmation.
49. Should any provision of the Orders be held invalid, this shall not affect the validity of the remaining provisions. Should the situation referred to in the preceding sentence occur, the contracting parties undertake to replace the invalid contractual provisions with new provisions similar in purpose to those declared invalid.
50. Any liability of the Principal including in respect of improper performance or non-performance of the Contract concluded with the Carrier is limited to actual damage resulting from gross negligence or intentional fault of the Principal. The Principal's liability for any form of indirect damage or lost profits is excluded.

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