



General Terms and Conditions of Transport Orders

DSB Logistics Sp. z o.o.

1. All written statements of the Carrier made under or in connection with the order shall be deemed effectively submitted if delivered to the Principal's address: ul. Miedziana 10, 40-321 Katowice, Poland.
2. The Carrier accepts the terms of the order for execution without reservation and accepts all of its conditions. The conditions stated in the order are final. A conditional confirmation of acceptance of the order sent by the Carrier does not change the original conditions of the order. The offer may only be accepted without reservation. The presented conditions of performance of the order are final, and any deviations from or changes to the conditions of the order require effective written confirmation by the Principal.
3. Customer protection applies from the moment the order is accepted. All matters related to the order must be directed exclusively to the Principal.
4. The Carrier declares that the transport will be performed with a vehicle holding the appropriate licence for road haulage, as well as all required permits.
5. The Carrier is responsible for the completeness of the documents necessary to perform the order in accordance with this document and applicable law (including transport documents: WZ delivery note, CMR or other documents as instructed), and in particular documents confirming the return of pallets. Any missing documents must be reported before departure from the shipper. The driver is obliged to participate in loading and unloading. The Carrier undertakes to provide the Principal with uninterrupted, direct telephone contact with the drivers, as well as the possibility of giving them instructions regarding the transport. For this purpose, the Carrier shall in particular equip the drivers with mobile phones, provide the Principal with their mobile phone numbers, and instruct the drivers to answer telephone calls from the Principal and its employees.
6. The basis for payment is a dual-currency VAT invoice with the following documents attached: CMR, WZ delivery note or other documents as instructed, in two sets (original + 2 copies). The payment term runs from the date the Principal receives the complete set of

correct documents.

7. The Carrier is responsible for the proper distribution of the cargo on the trailer and for securing the goods on the semi-trailer/trailer so that they are not damaged or destroyed during transport, including any consequences that may result from improper distribution of the cargo. The Parties agree that the Carrier may not load any goods other than those ordered for carriage under these terms, nor transship the goods, unless provided for in the order. When accepting the goods, the driver must check whether the type, quantity, weight and method of packing/loading comply with our instructions. In case of any discrepancy, the driver must inform us before leaving the loading point.

8. Free waiting time: 24 hours at loading and 48 hours at unloading (Saturdays, Sundays and public holidays in the country of loading or unloading, respectively, are not included in the waiting time). Customs offices and customs clearance: as above.

9. Valid and paid carrier's liability insurance (OCP) is required to perform the order.

10. The semi-trailer must be equipped with load-securing equipment appropriate for the goods carried (at least 18 lashing straps of 500 daN with ratchets, edge protectors, anti-slip mats, chains, etc.). The Carrier must have protective clothing at loading (safety shoes, high-visibility vest, safety glasses, safety helmet, work gloves). The truck and semi-trailer performing the order must be in good technical and visual condition.

11. Upon completion of loading, the Carrier assumes the risk of accidental loss of, damage to or destruction of the cargo. The cost of insuring the cargo carried by the Carrier is borne by the Carrier. If damage to the goods is found, a remark must be entered in the CMR and the Principal must be informed before departure from the place of loading and unloading. If no remark is made, the costs of the damaged goods will be borne by the Carrier. The Carrier bears full liability for damage caused to the Principal and third parties as a result of non-performance or improper performance of the obligations arising from this order, in particular as a result of the Carrier's failure to perform the ordered transport or late performance of the transport.

12. In the event of any difficulties or obstacles in performing this order, the Carrier must notify the Principal immediately.

13. If the goods are not ready for loading, the Carrier may withdraw the vehicle only on the basis of a written decision of the Principal.

14. Failure to provide the vehicle for loading obliges the Carrier to provide a replacement vehicle at the place and time specified in the order. If the Carrier fails to collect the cargo, the Principal is entitled to charge a contractual penalty equal to the freight of the given order.

15. If it is necessary to pay any fees not included in this order, the Carrier must obtain the Principal's consent.

16. The Principal is entitled to cancel the order without any financial consequences up to 2 hours before the scheduled loading.

17. If the Carrier fails to perform the transport ordered by the Principal, the Carrier shall pay the Principal a contractual penalty of up to the amount of the freight. Where the damage suffered by the Principal exceeds the amount of the contractual penalty, the Principal may claim full compensation under the general provisions of the Polish Civil Code.

18. If an exact loading or unloading time has been specified and the Carrier's vehicle has not arrived at that time, the Principal is entitled to charge the Carrier a contractual penalty of PLN 500 for each hour of delay, up to the amount of the freight, until the Carrier arrives at the agreed place of loading or unloading, or until a replacement vehicle is provided.

19. We reserve the right to send the Carrier's vehicle away from the place of loading without payment for the empty run if the shipper finds that the vehicle provided does not meet the requirements specified in the order and is not suitable for the transport of the goods, and if the goods are not ready or the shipment is cancelled. If the vehicle is sent away, the Carrier will be charged with the losses incurred.

20. All consequences of failure to comply with the conditions of this order are borne by the Carrier. If the Principal is charged a contractual penalty by the Client, the Carrier shall pay this penalty in the amount demanded by the Client and, if the damage exceeds the amount of that penalty, full compensation. Until the amount of the damage has been determined, the Principal is entitled to withhold payment of the remuneration for the services.

21. The Principal will pay the Carrier the amounts due under the VAT invoice within the above-mentioned payment term, counted from the date of delivery of the VAT invoice together with ALL REQUIRED ORIGINAL transport documents (WZ delivery note or CMR) and the document confirming settlement of the Principal's pallets. The document confirming receipt of the goods must bear a legible stamp with a signature, or the full name and ID card number of the person confirming receipt.

22. The Carrier's remuneration will be paid to the Carrier's bank account stated on the VAT invoice. The date of payment is the date on which the Principal's account is debited. The Parties declare that they are registered VAT payers. The Parties mutually authorise each other to issue VAT invoices without the signature of the other Party. The Carrier must issue the invoice in the month in which the service was performed.

23. If pallets are not returned within 30 days at the latest, the Principal is entitled to charge the Carrier a contractual penalty of EUR 25 for each pallet not returned.

24. If a complaint is lodged with the Principal regarding the service performed or damage to the goods in transit, payment for the order will be made after the disputed matters have been resolved.

25. The cargo must be kept under constant supervision, and stops are permitted only at guarded car parks.

26. Subcontracting the order to a further subcontractor is strictly prohibited without the Principal's consent. If the Contractor subcontracts the order to a further subcontractor, the Principal is entitled to charge the Carrier a contractual penalty of 100% of the remuneration under the transport order.

27. The Carrier undertakes to perform the transport ordered by the Principal within the time specified by the Principal.

28. The Carrier has 21 days from the date of performing the transport to deliver to the Principal the complete set of original transport documents (WZ delivery note or CMR) and the document confirming the return of pallets, or other documents as instructed, in two copies (original + copy), which should be sent by priority registered mail. We reserve the right to charge a contractual penalty for late delivery of documents: over 21 days – EUR 50; over 30 days – EUR 100.

29. The Carrier declares that it assumes responsibility for its employees, associates and drivers in performing the above obligation.

30. If the invoice does not comply with the conditions of the order or does not contain the order number, the invoice will be returned for correction.

31. The Parties agree that if any provision of these terms of order is or becomes ineffective or invalid, this shall not affect the effectiveness of the remaining provisions. In such a case the Parties shall replace the ineffective or invalid provision with a legally permissible provision that comes closest to the economic purpose of the original provision.

32. Matters not regulated by these terms of order are governed by the provisions of the Polish Civil Code and transport law.

33. The Carrier undertakes not to establish direct or indirect business contacts with our contractors for a period of two years from the performance of this order, under penalty of a contractual penalty of EUR 100,000 payable to the Principal.

34. The Contractor declares that when transiting through Germany or delivering cargo within Germany, it performs the transport in compliance with the German Minimum Wage Act (MiLoG) and meets all of its requirements.

- 35.** The Contractor declares that when transiting through France or delivering cargo within France, it performs the transport in compliance with the French Loi Macron and meets all of its requirements.
- 36.** Whenever the transport is performed with a refrigerated trailer, a printout from the temperature recorder for the given route is a condition of payment for the transport.
- 37.** Disputes arising from the performance of this order will be settled by the District Court for Katowice-Wschód in Katowice (Sąd Rejonowy Katowice-Wschód w Katowicach) or another court competent for the Principal's registered office.
- 38.** We have implemented the SQAS standard. Accordingly, we require you, including the drivers performing transports ordered by us, to download the following documents from our website (<https://dsb-logistics.pl/>, "DOKUMENTY" tab): Driver's Handbook, SQAS Declaration, Policies.
- 39.** By providing your personal data, you consent to its processing by DSB Logistics Sp. z o.o., registered office at ul. Miedziana 10, Katowice, Poland, Tax ID (NIP): 2220919315, in accordance with applicable data protection law, in particular the GDPR. Detailed information on the processing of personal data, including the rights of data subjects, is available in the full information clause on our website <https://dsb-logistics.pl/>, "DOKUMENTY" tab.

Carrier's Declaration

I undertake to download, read and comply with the provisions of the above documentation.

I declare that the ordered transport will be performed with a roadworthy vehicle that has all inspections and markings required by law and the necessary protective equipment, including load-securing equipment appropriate for the type of cargo carried. The driver of the vehicle holds the required documents and qualifications, and his/her state of health allows him/her to work as a driver.