

General conditions of the transport order

DSB Logistics Sp. z o.o

(1) All written declarations of the Carrier made under or in connection with an order shall be deemed to have been effectively made if delivered to the Principal's address - 10 Miedziana Street, 40-321 Katowice.

(2) The carrier accepts the terms of the order for execution without reservation and accepts all its conditions. The conditions stated in the order are final. A conditional confirmation of acceptance of an order sent by the Carrier does not change the original terms of that order. An offer can only be accepted without reservations. The conditions presented for the execution of the order are final and any deviations or changes to the conditions of the order require an effective written confirmation by the Principal.

(3) Customer protection shall apply from the time of acceptance of the order. Please address all matters relating to the order exclusively to the Principal.

(4) The carrier declares that the transport will be carried out in a vehicle with the appropriate licence to carry out road transport, as well as any required permits.

(5) The carrier is responsible for the completeness of the documents necessary for the execution of the order in accordance with the terms and conditions described herein and the applicable legal provisions (including, but not limited to, WZ or CMR transport documents or other commissioned documents) and, in particular, documents confirming the handing over of the pallets. Any deficiencies in the 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 and the possibility of giving them instructions regarding the carriage. To this end, the Carrier shall, in particular, equip the Drivers with mobile phones, provide the Principal with their mobile phone numbers, and give the Drivers official orders obliging them to answer incoming telephone calls from the Principal and its employees.

(6) Payment is based on a two-currency VAT invoice with attached documents: CMR or WZ or other commissioned in two copies original +2 copies, the payment term counts from the receipt of the set of correct documents by the Principal.

The Carrier shall be responsible for proper stowage of the load on the semi-trailer and securing the goods on the semi-trailer/semi-trailer so that they are not damaged or destroyed during transport, including any consequences that may arise from improper stowage of the load. The parties agree that the Carrier is not entitled to load the semi-trailer with goods other than those ordered to be transported under these terms and conditions of the order, nor to reload the goods unless this is included in the order. When accepting the goods, the driver is obliged to check that the type, quantity and weight and the method of packing/loading the goods is in accordance with our recommendation. In the event of any discrepancies, the driver must inform us before leaving the loading location.

8 Waiting period free of charge: 24 h under loading and 48 h under unloading (Saturdays, Sundays and public holidays in the country of loading or unloading respectively are not included in the waiting period), Customs and clearance.

9. paid-up OCP insurance is required for the execution of the order.

The semi-trailer of the vehicle must be equipped with load securing devices appropriate for the goods transported (minimum 18 500 DAN transport straps with buckles, corners, anti-slip mats, chains, etc.). The haulier is obliged to have protective clothing (protective footwear, reflective waistcoat, goggles and protective

helmet, working gloves) on loading. The vehicle and semi-trailer carrying out the order must be in good technical and visual condition.

(11) The Carrier assumes the risk of accidental loss of or damage to or destruction of the cargo as soon as loading has taken place. The cost of insuring the cargo carried by the Carrier shall be borne by the Carrier. In the event of damage to the goods, a note must be made in the CMR and the Customer must be informed before departure from the place of loading and unloading. Failure to annotate will result in the cost of the damaged goods being borne by the Carrier. The Carrier shall be fully liable for damage caused to the Ordering Party and third parties as a result of non-performance or improper performance of his obligations under this order, including, in particular, the Carrier's failure to perform the carriage commissioned to him or to perform carriage with delay.

12 In the event of any difficulty or impediment to the execution of this order, the Carrier shall immediately notify the Principal.

(13) If the goods are not ready for loading, the Carrier may withdraw the vehicle only by written decision of the Principal.

Failure to pick up a vehicle for loading obliges the Carrier to provide a substitute vehicle at the place and time stated in the order. The Customer has the right to charge a contractual penalty in case the Carrier fails to pick up the load, in the amount of the freight of the order in question.

15 If any charges not included in this order are to be paid, the Carrier must obtain the agreement of the Principal.

16 The client has the right to cancel the order without any financial consequences up to 2 hours before the scheduled loading.

17. in case of Carrier's failure to undertake carriage ordered by Ordering party, Carrier will be obliged to pay to Ordering party a contractual penalty in the maximum amount of freight. If the damage suffered by the Ordering Party is greater than the amount of the contractual penalty, the Ordering Party will be able to claim compensation from the Carrier in the full amount on the general principles set out in the Civil Code.

If a precise time of loading or unloading has been stipulated and the Carrier's car is not at the stipulated time, the Customer has the right to charge the Carrier a contractual penalty of 500 zloty for each hour of delay, up to the maximum amount of the freight, until the Carrier arrives at the stipulated place of loading or unloading, or until a substitute car is provided.

19) We reserve the right to send the Carrier's vehicle back from the place of loading without payment of access charges if the shipper finds that the vehicle does not meet the requirements specified in the order and is not suitable for the transport of the goods, or if the goods are not ready or cancelled. If the car is sent back, the losses will be charged to the Carrier.

All consequences of not fulfilling the terms of this order are borne by the Carrier. In case the Customer charges the Ordering Party with a contractual penalty, the Carrier is obliged to pay this penalty in the amount requested by the Customer, and in case of incurring a damage exceeding the amount of the aforementioned penalty - to compensate for the full amount. Until the amount of the damage is established, the Customer has the right to withhold payment for the services.

21. the Ordering Party shall pay to the Carrier the receivables resulting from the issued VAT invoice within the above-mentioned period from the date of delivery of the VAT invoice and the required **ALL ORIGINAL** transport documents (WZ or CMR) and the document confirming the settlement of the Ordering Party's pallets. A legible stamp with signature or the full name and identity card number of the person confirming receipt of the goods is required on the document confirming receipt.

22. the Carrier's remuneration will be paid to the Carrier's bank account specified on the VAT invoice. The date of payment will be the date on which the account of the Principal is debited. The Parties declare that they are VAT payers. The Parties indicate that they authorise each other to issue VAT invoices without the signature of the other party. The Carrier is obliged to issue an invoice in the month of service provision.

23 If the pallets are not returned within a maximum of 30 days, the Client shall be entitled to charge the carrier a contractual penalty of €25 per pallet not returned.

24 In the event of a complaint to the Principal regarding the service provided or damage to the goods in transit, payment for the execution of the order shall be made after the disputed matters have been clarified.

25 The load being transported must be under constant supervision and parking is only permitted in guarded car parks.

26 The passing of an order to a further subcontractor is absolutely forbidden without the consent of the Principal. If the Contractor transfers the order to a further subcontractor, the Principal has the right to charge the Carrier a contractual penalty of 100% of the remuneration resulting from the transport order.

27 The Carrier undertakes to carry out the carriage ordered by the Principal within the time limit specified by the Principal.

28. the Carrier has 21 days from the day of carriage to deliver to the Ordering Party a set of original WZ or CMR transport documents and a document confirming the handing over of pallets or other ordered in two copies (original + copy), which should be sent by him by registered priority mail. We reserve the right to charge a contractual penalty for late delivery of documents: over 21 days - €50, over 30 days - €100.

(29) The carrier declares that it takes responsibility for its subordinate employees, co-workers and drivers for the performance of the indicated duty.

(30) In the event of non-compliance of the invoice with the terms of the order, absence of the order number in the invoice, the invoice will be sent back for correction of the errors.

(31) The parties agree that if any provision of these terms of order should now or in the future be ineffective or invalid, it is understood that the effectiveness of the remaining provisions will not be affected. The parties will then be obliged to place in place of the ineffective or invalid provision a regulation which is legally permissible and which comes closest to the economic purpose of the original provision.

32 In matters not regulated by these terms and conditions of order, the provisions of the Civil Code and the Transport Law shall apply.

33 The Carrier undertakes not to enter into direct or indirect business contacts with our contractors within two years of the execution of this order under penalty of a contractual penalty of EUR 100,000 to the Principal.

34 The Contractor declares that, in the case of transit through Germany or in the case of delivery of cargo within Germany, it carries out carriage in accordance with the MiLoG and complies with all its regulations.

35 The Contractor declares that, in the case of transit through France or in the case of delivery of cargo to France, it is carrying out carriage in accordance with the Loi Macron and complies with all its regulations.

(36) Whenever transport is carried out with a refrigerated semi-trailer, a thermograph printout of the route is a prerequisite for payment.

37 Disputes arising from the execution of this order shall be heard by the District Court of Katowice-East in Katowice or by another court with jurisdiction over the Principal.

38 We have implemented the SQAS Standard. Accordingly, we oblige you, including the Drivers performing our contracted transports, to download the documents, i.e. Driver's Book, SQAS Declaration, Policies, from our website (<https://dsb-logistics.pl/> under "DOCUMENTS").

39 By submitting your personal data, you consent to their processing by DSB Logistics Sp. z o.o. with its registered office at 10 Miedzianej Street in Katowice, NIP: 2220919315 in accordance with the applicable provisions on the protection of personal data, in particular RODO. Detailed information on the processing of personal data, including the rights to which data subjects are entitled, is available in the full information clause of the website: <https://dsb-logistics.pl/> under the tab "DOCUMENTS".

Carrier statement

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

I declare that the commissioned transport will take place in an efficient means of transport that has all legally required inspections and markings, as well as the necessary protection measures, including those appropriate to the type of load transported. The driver of the vehicle has the required documents and qualifications, and his/her state of health allows him/her to perform the work of a driver.