

DTS Provision Regulations applicable to all DTS Customers – Master Regulations

Regulations

Rules of providing delivery services in Home Delivery standard as well as fitting/installation and assembly services

1. § DEFINITIONS

- 1.1. For the purposes hereof, the terms referred to below and starting with capital letters shall have the following meanings:
- 1.2. **DTS** – DTS Transport Sp. z o.o., company which provides services commissioned by the Ordering Parties.
- 1.3. **Ordering Party** – legal, natural person or any entity without legal personality which executed with DTS a services provision agreement.
- 1.4. **Services** – transport of shipments, and, optionally, the following services: carrying in, positioning, unpacking and moving the packages out once the products have been unpacked, assembly, fitting and installation in the place of use and connection of devices to utilities networks: electricity, gas, water and sewage, electrical scrap removal or collection of amounts due for delivery of goods (COD).
- 1.5. **Agreement** – Kurier DTS services provision agreement signed by and between DTS Transport Sp. z o.o. and the Ordering Party. **Courier** – employee who provides services of delivery and other services provided during deliveries upon the request of DTS
- 1.6. **Assembler** – employee who provides services of assembly of furniture and other items to be assembled upon the request of DTS
- 1.7. **Fitter** – employee who provides services of fitting and installation of home appliances and RTV devices upon the request of DTS
- 1.8. **Delivery report** – a bill of lading including a description of service provision terms such as a delivery address, delivery date, list of shipments transported, signed by the Client at delivery in the Courier's presence.
- 1.9. **Pricelist** – document which determines the prices for the Services offered to Clients with whom DTS signed written services provision agreements (Corporate Clients), as well as with the Clients with whom DTS signed other types of agreements (Individual Clients). **Working Days** – Monday to Friday except for Saturdays and public holidays.
- 1.10. **Sender** – legal, natural person or entity without legal personality who transfers a shipment to a Courier for the purposes of providing the service. The Sender's address shall be provided by the Ordering Party each time a Service is commissioned.
- 1.11. **Recipient / Client** – person whose data were provided during the Service order registration as a recipient of the Service. The Recipient's address is provided each and every time by the Ordering Party while ordering a Service. Logistic Center /LC – DTS' organizational unit which makes part of its integrated logistic network. The current list of LC includes: Warsaw, Sosnowiec, Łódź, Poznań, Szczecin, Gdańsk, Bydgoszcz, Białystok, Lublin, Rzeszów, Krakow, Wrocław, Olsztyn.
- 1.12. **Collection / COD/ Cash on Delivery** – extra service which consists in collecting the amount due for goods delivered as indicated by the Ordering Party and/or Sender, before handing over the goods to the Recipient. The collected amount is returned to the Sender's bank account.
- 1.13. **Transport Law** – act as of 15 November 1984 named Transport Law (Journal of Laws from 2015, item 915, as amended).
- 1.14. **Shipment** – shipment of goods subject to a Service, including one or more packages prepared and protected for transport purposes which meet the following criteria:
 - 1.14.1. The weight of any single package cannot exceed 168 kg
 - 1.14.2. The biggest possible dimensions of a single package are: length: 250 cm, width: 230 cm, height: 210 cm.
 - 1.14.3. Each shipment must be protected and prepared for transport purposes by being packed adequately to the type of goods carried and their value.
 - 1.14.4. No shipment can put the safety of other goods transported at risk, have sharp edges or parts sticking out of the package. Undeliverable shipment – shipment which cannot be delivered to the Recipient or returned to the Sender due to a missing or incorrect address.
- 1.15. **Regulations / Master Regulations / DTS Services Provision Regulations** – these DTS services provision regulations addressed to all the Ordering Parties and Clients of DTS. Its updated version can be found at

https://cloudserver011564.home.pl/marketing/Zadbanopro-Providing_Regulations_Master_Regulations.pdf

- 1.16. Track and Trace / T&T / TT** – system of tracking up-to-date information on Shipments online including the following details: planned time of delivery or/and performance of the Services, current location and status of the Shipment, planned actions and their dates as well as contact details of people responsible for their performance.
- 1.17. Application / TMS** – web application used for ordering Services, monitoring their statuses, and sharing details of the services. The App is shared with Ordering Parties once the respective agreement is signed.
- 1.18. User** – person with an individual account in the App.
- 1.19. Transport Service** – service consisting in the collection, transport and delivery of Shipments other than mail shipments, provided under the Transport Law.

2. § GENERAL PROVISIONS

- 2.1.** These regulations define the terms and conditions of services provided by DTS Transport Sp. z o.o. with its registered office in Warsaw, at ul. Wał Miedzeszyński 251, 04-866 Warsaw, entered to the National Court Register kept by the District Court for the capital city of Warsaw, 13 th Economic Division under no. 0000377857, NIP (TIN): 5222970730, REGON (Polish Business Registry Number): 142806090.
- 2.2.** Before using our services, you have to acquaint yourself with these regulations. By starting using the Services, the Ordering Party confirms having read these Regulations, accepts its provisions and commits to observe them.

DELIVERIES

Rules of providing by DTS shipment delivery services to Clients in Home Delivery standard.

3. § DELIVERIES / SERVICES PROVIDED

- 3.1.** The Client commissions from DTS services consisting in transporting shipments from the Sender to the recipient. In a special case the Client and the Sender of a shipment can be one and the same entity.
- 3.2.** The delivery service can be complemented with a collection service and other services provided by DTS.
- 3.3.** While performing the Service, DTS collects a shipment at the address indicated by the Ordering Party and delivers it by the dates agreed upon to the address provided by the Ordering Party in its order. The Ordering Party is entitled to purchase extra services provided by DTS representatives.
- 3.4.** The Delivery Service includes:
 - 3.4.1.** Collection of the order in the Client's or Sender's warehouse,
 - 3.4.2.** Transport of the shipment via DTS transport network,
 - 3.4.3.** Delivery notification via e-mail sent to the Recipient's e-mail address,
 - 3.4.4.** Delivery of the shipment to the Recipient's address indicated in the order.
- 3.5.** Extra services provided along with deliveries:
 - 3.5.1.** Moving the Shipment to the Client's/Recipient's apartment/house
 - 3.5.2.** Positioning it in the right place,
 - 3.5.3.** Unpacking the goods delivered (except for shipments with goods to be assembled – e.g. furniture in packages)
 - 3.5.4.** Throwing packaging materials out to a public garbage bin
 - 3.5.5.** Collecting the amount due for the goods delivered (COD).
- 3.6.** DTS can refuse to fulfill an order if the shipment cannot make its way through standard communication routes available during delivery.
- 3.7.** DTS can refuse to fulfill an order if the Shipment has not been duly prepared for transport purposes by the Sender. The detailed duties of the Ordering Party or/and the Sender are defined in §07 of the Regulations.
- 3.8.** The approval of the package for transport purposes by DTS should not be considered as a confirmation that the shipment was prepared for transport in the right way.
- 3.9.** The highest amount to be collected for a single order is PLN 5,000.
- 3.10.** While proceeding with a delivery, the Client shall complete and sign a delivery report. The refusal to sign the report results in DTS representative's refusal to hand over the shipment, and the Service is deemed completed.
- 3.11.** Any remarks on damages of the packages delivered under an order must be reported with an adequate note in the delivery report or non-conformity report. No mention on damages detected can provide the grounds for the refusal of a complaint by DTS.
- 3.12.** Notes/remarks on the delivery or non-conformity report are not equal to a complaint.
- 3.13.** Services are provided for a fee as defined in the Pricelist enclosed to the Agreement.

4. § DELIVERIES/ INSURANCE OF SHIPMENTS

- 4.1. While sending Shipments, the Ordering Party shall declare their value at the moment it places the respective order.
- 4.2. Under the transport fee DTS insures each shipment up to the amount of PLN 1,000 gross.
- 4.3. The declared value of a Shipment cannot exceed its standard value, which should be backed up with purchase proofs such as an invoice or receipt.
- 4.4. For Ordering Parties being consumers, shipments worth more than PLN 1,000 gross (in words: one thousand Polish zloty) or whose loss or damage results in a claim exceeding that amount cannot be sent without an extra insurance.
- 4.5. The insurance of a shipment worth more than PLN 1,000 gross is paid as in the applicable Pricelist.
- 4.6. If no extra insurance is subscribed and/or the duty to declare the Shipment's value is unmet by the Ordering Party/Sender, the entire responsibility of DTS related to the performance of the Services shall be limited to PLN 1,000 gross.

5. § DELIVERIES / LEAD TIMES

- 5.1. Shipments are collected from the Ordering Party or Sender on working days at the dates and times agreed by the Parties.
- 5.2. DTS provides services within the territory of Poland from its own Logistic Centers under the following terms:
 - 5.2.1. Zone 1 – distribution area of up to 25 km from DTS Logistic Center. The delivery time in Zone 1 is no more than 3 working days following the receipt of shipments from the
 - 5.2.2. Zone 2 – distribution area of up to 25 km from DTS Logistic Center. The delivery time in Zone 2 is no more than 5 working days following the receipt of shipments from the
- 5.3. DTS provides services within the time frames agreed by the Parties, on working days from 8.00 am to 8.00 pm.
- 5.4. The definite delivery date must be confirmed by DTS at the moment the respective DTS employee plans the performance of the Service.

6. § DELIVERIES / DTS OBLIGATIONS

- 6.1. As a professional company DTS shall provide its services with due diligence, accurately and on time, with attention focused on goods transported.
- 6.2. Fulfillment of orders with the participation of DTS transport teams composed of two people.

- 6.3. DTS makes two attempts to deliver any Shipment to the Recipient. If the second attempt turns out unsuccessful, DTS shall return the Shipment to the Sender. The fee for return of the Shipment is equal to the fee collected for dispatch of the subject Shipment.
- 6.4. Vehicles used by DTS for the provision of its Services must be fit for use and equipped with measures ensuring safe transport of Shipments. In particular they must be provided with transport belts used for fixing cargoes carried.
- 6.5. DTS provides a shipment tracking system which allows to get up-to-date information on every Shipment via Track and Trace system for the Shipment Recipients. The system can be accessed with a unique URL address including a token for each registered Shipment.
- 6.6. Shipment delivery planning and its notification via e-mail and/or SMS addressed to the Recipient.
- 6.7. Sending messages on subsequent stages of the service by e-mail or/and SMS to the Recipient and/or entering such information to the Track and Trace system.
- 6.8. The Client does not have to see the content of any shipment including goods for further assembly works (e.g. furniture in packages).
- 6.9. Each time they provide services, DTS employees must do their best to avoid accidental damages as well as stains on walls and floors.

7. § DELIVERIES / CLIENT'S OBLIGATIONS

- 7.1. It is the Ordering Party's and/or Sender's duty to prepare the Shipment for transport according to the following criteria:
 - 7.1.1. The package should be adequate to the character of the Shipment,
 - 7.1.2. The package must be adapted to the type of transport,
 - 7.1.3. The shipment cannot include protruding elements likely to damage other Shipments,
 - 7.1.4. Acceptable packaging materials include: wood, three-layered corrugated board 400 g or packaging film at least 80 mm thick.
- 7.2. The Ordering Party or/and the Sender shall label their Shipment with a logistic label affixed in a place easily visible for the Courier in a way which does not allow the label to detach itself accidentally.
- 7.3. The Ordering Party's duty is to enclose to each Shipment a bill of lading compliant with the logistic label including the correct details of the Shipment Sender and Recipient.

- 7.4.** *The Ordering Party's duty is to provide the correct dimensions and gross weight of their Shipment.*
- 7.5.** *The Ordering Party shall provide on time correct data needed to fulfill the respective Order via TMS App shared with the Sender or via the integrated IT systems of the Client and DTS.*

HOME APPLIANCES AND RTV

FITTINGS

Terms of providing fitting and installation services for home appliances and RTV devices of the Clients who benefit from DTS deliveries

8. § FITTINGS & INSTALLATIONS/ SCOPE OF SERVICES PROVIDED

- 8.1.** *The fitting/installation service includes:*
- 8.1.1.** *Installation of RTV devices/home appliances and other devices entrusted by the Ordering Party/Client*
 - 8.1.2.** *Connection of the devices installed to functional power supply sources and utility networks (electricity, water, sewage, gas),*
 - 8.1.3.** *Positioning of the devices installed in the place designated by the Client,*
 - 8.1.4.** *Moving out the packages left after the unpacking of the equipment installed and throwing them to the garbage bin made available by the Client.*
- 8.2.** *The fitting works comply with the manufacturer's instructions provided along with the goods.*
- 8.3.** *The fitting services to be provided within a period of 30 minutes can be carried out by independent teams specialized in the provision of those Services, whereas the other Services are provided during delivery.*
- 8.4.** *The costs of fitting services and their scope are determined by the Agreement.*
- 8.5.** *The assembly, fitting and installation service does not include:*
- 8.5.1.** *Fitting and connection elements needed to connect the devices to the electricity, gas, plumbing systems (valves, seals, hoses, ducts, grips etc.),*
 - 8.5.2.** *Adaptation works for furniture and the device itself;*
 - 8.5.3.** *Adaptation works for the electrical, water, gas installations etc.;*

- 8.5.4.** *Assembly and disassembly of devices other than referred to in the order;*
- 8.5.5.** *Additional maintenance activities which have not been purchased by the Client or by the Ordering Party.*

9. § FITTINGS & INSTALLATIONS/ DTS DUTIES

- 9.1.** *Fulfillment of fitting & installation orders by experienced and trained teams of technicians with know-how in the area of fitting works*
- 9.2.** *Holding licenses required to be able to connect gas and electrical devices.*
- 9.3.** *Holding tools and experience necessary to carry out assembly and fitting works.*
- 9.4.** *Sending messages on the subsequent service provision stages by SMS and/or e-mail*
- 9.5.** *Unpacking and showing to the Client the content of the respective shipment before proceeding with the fitting & installation service.*
- 9.6.** *Each time the Service is provided, DTS staff should do their best not to damage or leave stains on walls and floors.*

10. § FITTINGS & INSTALLATIONS / CLIENT'S DUTIES

- 10.1.** *The Client's duty is to have accessories necessary to carry out the assembly and/or fitting works e.g. additional power supply cables, gas and water pipes, valves, drainage reduction valves, grips and other assembly accessories if they are required to carry out the Service correctly, and if the equipment delivered has not been provided with those accessories by the manufacturer.*
- 10.2.** *The Client's duty is to provide working utility sources without which the Service cannot be performed: electricity, gas, water, sewage at the Service provision location.*
- 10.3.** *If it turns out impossible to provide the Service safely on time for reasons referred to in items 1-2, the Service shall be deemed performed and the fee for its provisions shall be due to DTS.*

ASSEMBLY WORKS

Terms of providing assembly services to Clients who benefit from DTS deliveries

11. § ASSEMBLY / SCOPE OF SERVICES PROVIDED

- 11.1.** *The assembly service includes:*
- 11.1.1.** *Assembly of furniture or other objects entrusted by the Ordering Party/Client,*
 - 11.1.2.** *Positioning of the objects assembled in the place designated by the Client,*
 - 11.1.3.** *Moving out the packages left after the unpacking of objects assembled and throwing them to the garbage bin made available by the Client.*
- 11.2.** *The assembly works comply with the manufacturer's assembly instructions provided along with the goods.*
- 11.3.** *The assembly works to be carried out within a period of 30 minutes can be performed by independent teams specialized in the performance of such Services, while the other Services are carried out during delivery.*
- 11.4.** *The costs of assembly works and their scope are defined in the Agreement.*
- 11.5.** *The assembly, fitting and installation service does not include:*
- 11.5.1.** *Adaptations and modifications of furniture*
 - 11.5.2.** *Assembly and disassembly of furniture other than referred to in the order,*
 - 11.5.3.** *Additional assembly and service activities which have not been purchased by the Client or Ordering Party,*
 - 11.5.4.** *Assembly of works not accompanied with assembly instructions*
 - 11.5.5.** *Leveling of furniture,*
 - 11.5.6.** *Fixing the furniture structures to walls.*

12. § ASSEMBLY / DTS DUTIES

- 12.1.** *Fulfillment of fitting & installation orders by experienced and trained teams of technicians with know-how in the area of fitting works*
- 12.2.** *Holding tools and experience necessary to carry out assembly and fitting works.*
- 12.3.** *Sending messages on the subsequent service provision stages by SMS and/or e-mail*
- 12.4.** *Unpacking and showing to the Client the content of the respective shipment before proceeding with the assembly service.*
- 12.5.** *Each time the Service is provided, DTS staff should do their best not to damage or leave stains on walls and floors.*

13. § ASSEMBLY / CLIENT'S DUTIES

- 13.1.** *The Client's duty is to have accessories necessary to carry out the assembly works if they are required to*

carry out the Service correctly, and if the equipment delivered has not been provided with those accessories by the manufacturer.

- 13.2.** *If it turns out impossible to provide the Service safely on time for reasons referred to in item 1, the Service shall be deemed performed and the fee for its provisions shall be due to DTS.*

GENERAL PROVISIONS

Terms of providing services including all the Services provided.

14. § CUSTOMER SERVICE

- 14.1.** *The Service is commissioned by reporting demand for it via:*
- 14.1.1.** *The application (TMS System) integrated in technical terms with the Ordering Party's system*
 - 14.1.2.** *Web form protected with a password and customized login dedicated to each user,*
 - 14.1.3.** *E-mail sent by the authorized Ordering Party's employee to DTS Customer Service employee if it turns out possible to introduce changes in the registered order.*
- 14.2.** *Orders are registered in DTS transport system by the Ordering Party via a web form protected with a password and a customized login dedicated to each user or the systems integrated as agreed by the Parties.*
- 14.3.** *The Client can commission from DTS additional assembly/fitting & installation services or reduce the delivery interval by contacting DTS Customer Service or via the Customer Zone which it can access via DTS messages.*
- 14.4.** *DTS makes it possible for the Client to track their shipment and provide the Service within the Track and Trace system at www.mojadostawa.pl*
- 14.5.** *The Ordering Party or the Client can contact DTS Customer Service from Monday to Friday from 08.00 am to 08.00 pm and on Saturdays from 09.00 am to 08.00 pm to the phone number (22) 397-50-88 or another number indicated by DTS.*
- 14.6.** *DTS communicates to the Client the subsequent order fulfillment stages via SMS and/or e-mail.*
- 14.7.** *DTS examines the quality of performance of its services by collecting from Clients details on the history of the respective delivery and performance of the Services and by carrying out Customer satisfaction polls.*

15. § PAYMENTS

- 15.1. *The Services are provided by DTS according to the updated Pricelist and on Services provision terms defined herein.*
- 15.2. *It is the Ordering Party that pays for the services provided by DTS unless the order includes Services paid by the Sender or Recipient.*
- 15.3. *Should any Services be commissioned at the Sender's or/and Recipient's expense and if the latter refuse to pay for them, it is the Ordering Party that remains obliged to settle the payment for those Services.*
- 15.4. *The payment for the Services provided shall be made on the grounds of a VAT invoice issued by DTS. A list of Services provided, along with logistic parameters of shipments and their unit prices, is enclosed to the invoice.*
- 15.5. *DTS reserves the right to check the fees charged for the Services provided. In particular DTS is entitled to check the weight and dimensions of the Shipment at each Service provision stage. If those data are not compliant with the details provided by the Ordering Party or Sender, the price of the Service provided should be changed accordingly, as defined in the Pricelist.*
- 15.6. *In justified cases, when the checking of the weight or dimensions of a shipment reveals that those parameters are not compliant with the actual parameters, and the new quote of the Shipment performed on the grounds of actual logistic parameters results in a change of the freight rate imposed, DTS shall be entitled to impose the fee for checking the weight and dimensions in accordance with the Pricelist, separately for each Shipment.*
- 15.7. *Each invoice should be paid within 7 days following its issue and delivery to the Ordering Party. A payment date shall be deemed the day on which the amount due credits DTS' bank account.*
- 15.8. *It shall be impossible to proceed with any deductions of claimed amounts from any amounts due to DTS by the Ordering Party, Sender or Recipient. The Ordering Party, Sender and Recipient cannot assign any amounts due to DTS to any third party unless they obtain previously DTS' written consent.*

16. § DTS LIABILITY

- 16.1. *DTS shall not be liable for any failure to provide or improper provision of services if the reasons behind it cannot be attributed to DTS, namely if:
 - 16.1.1. *Details of the Service or/and Shipment have not been correctly registered in DTS' App (TMS system)*
 - 16.1.2. *The Shipment has been addressed incorrectly (e.g. error in the name, company name, postal code, street, house number, town/city or phone number).*
 - 16.1.3. *The actual content of the shipment differs from the one declared by the Client*
 - 16.1.4. *The terms of assembly services (that is preparation of the rooms, stand-byes, accessories required to perform the service) do not comply with the information declared by the Ordering Party/Client and requirements of the Regulations on such services.*
 - 16.1.5. *Standard communication routes available to pedestrians prevent the service of moving the product in its genuine package from being performed.*
 - 16.1.6. *The Ordering Party/Client refuses to meet the service provision conditions (e.g. refused to pay for the shipment or service, acknowledge the receipt and collection of the shipment in the bill of lading).*
 - 16.1.7. *The Ordering Party/Client was not present in the place of delivery at the date specified in the transport order despite two shipment delivery attempts*
 - 16.1.8. *Devices announcing DTS arrival with the delivery were broken – e.g. doorbell, gate bell or interphone, and the respective notice was not included in the order.**
- 16.2. *DTS' liability is limited to the damages actually suffered by the Ordering Party/Client (it does not include lost profits), unless the legislation in force (and namely the transport laws) predicts other liability limits.
 - 16.2.1. *The Client shall specify the value of the shipment. The declared value cannot exceed a standard shipment value.*
 - 16.2.2. *Each shipment is insured by the Contractor up to the amount of PLN 1000 gross.*
 - 16.2.3. *If the value of a shipment exceeds PLN 1,000 gross, the Ordering Party shall entrust with the Contractor, against the fee defined in the Pricelist, the insurance of the Shipment up to its full value.*
 - 16.2.4. *If the Ordering Party does not meet the conditions referred to in item 2a and c, the Contractor's liability shall be limited to the amount of PLN 1,000 gross.**
- 16.3. *DTS shall be responsible for Goods since their collection at the Ordering Party's/Client's to the completion of the Order.
 - 16.3.1. *DTS holds all and any insurance policies it needs to run its own activities**

- 16.3.2.** *The maximum indemnity per single event is PLN 1,000 for shipments the value of which the Ordering Party or the Client has not declared.*
- 16.3.3.** *DTS is liable for property damages arisen as a result of moving, assembly, fitting works up to the amount of PLN 50,000 per event.*
- 16.3.4.** *The valuation of the indemnity to be paid for any damage or destruction of a shipment shall be based on the purchase value of the goods sent.*
- 16.4.** *DTS shall not be liable for damages suffered by goods and their quality:*
 - 16.4.1.** *Associated with manufacturing defects of the Goods*
 - 16.4.2.** *As a result of Client's actions.*
 - 16.4.3.** *Associated with non-genuine or defective package of the Goods*
 - 16.4.4.** *Generated as a result of Force Majeure – a sudden event which could not be prevented (flood, earthquake, hurricane, storm, snow, fire, low temperature, war, riots, general strikes, expropriation, failures of telecommunications operators or power supply) likely to affect the performance of services commissioned.*
 - 16.4.5.** *In case of damages and/or deficits, DTS liability is limited to the amount of the respective damage calculated according to 100% of the gross purchase price of goods, no more, however, than to the insurance sum proposed for the shipment*
 - 16.4.6.** *DTS shall not be liable for damages and/or deficits detected inside of any pallet or any other homogenous package (invisible during unloading operations) if the genuine package does not show any damage traces.*
 - 16.4.7.** *When standard communication routes for pedestrians do not allow to deliver the*
 - 16.4.8.** *Shipment in its package (too heavy) and DTS attempts to deliver the Shipment without its package upon the Recipient's request and risk. The respective notice must be included in such a case in the delivery report before any attempt made to move such a Shipment in.*
- 16.5.** *DTS is fully entitled to refuse to provide a Service and to return a Shipment to the Sender if the Shipment does not meet the requirements referred to in the Regulations, and in particular if it does not meet the definition of a Shipment referred to in §01 item 1 and/or requirements on the preparation of a Shipment for transport referred to in § 07 items 1 to 4.*

17. § CLIENT'S LIABILITY

- 17.1.** *The Ordering Party and/or Sender of a Shipment must register details of the Shipment correctly in DTS TMS.*
- 17.2.** *The Ordering Party and/or Sender of a Shipment shall label the Shipment correctly and permanently with a logistic label provided by DTS or agreed by the Parties.*
- 17.3.** *The Client shall protect on its own the place where the following Service is to be provided: delivery, fitting and/or assembly services, particularly light-colored lining, floor, and unblock communication routes etc. before the fixed service provision date.*
- 17.4.** *The Client's duties include to provide room needed to perform the Service ordered: delivery with unpacking, assembly, fitting in the order fulfillment location.*
- 17.5.** *DTS must be informed about any absence in the schedule Service provision date 24 days before the scheduled visit of DTS team.*
- 17.6.** *Should it be impossible to provide the Service safely at the scheduled date for reasons referred to in item 1-3, DTS shall be able to withdraw from the provision of the Service, the Service ordered shall be deemed accomplished and payment for its performance – due to DTS.*
- 17.7.** *The Ordering Party shall be liable for any acts of TMS DTS App Users.*
- 17.8.** *The Client shall be liable for appropriate prevention of the access to TMS App by unauthorized people using logins and passwords provided to the Ordering Party by DTS.*

18. § COMPLAINTS

- 18.1.** *The Client can lodge a complaint or property damages to the e-mail address relamacje@dts.pl within 14 days following the service (delivery or return) of the shipment. Reports sent after the expiry of that time frame shall be rejected.*
- 18.2.** *The DTS Customer Service examines complaints lodged by the Ordering Party or the Client within no more than 30 days following their effective presentation.*
- 18.3.** *A complaint must include details which make it possible to identify the respective order, that is DTS order number, order fulfillment address, order fulfillment date, Client's name and surname, description of the damage, photos, claim details.*
- 18.4.** *The Customer Service Department can request the Ordering Party/Client for additional information which may help them identify the causes or circumstances behind the damage. The Client shall*

complete missing information within 14 days or otherwise its complaint shall be rejected.

- 18.5.** DTS can reject a complaint if during the delivery the Client did not unpack the shipment in the courier's presence and did not make any remarks in the delivery form as soon as the Shipment had been shown to it.
- 18.6.** DTS can reject a complaint if the Client refuses to unpack the goods when the package was not damaged during the delivery or if the complaint refers to the goods' manufacturing defects.
- 18.7.** DTS can reject a complaint if the shipment was damaged when being moved to the Client's premises unpacked upon the latter's request.
- 18.8.** The indemnity shall be settled once the claim has been documented and estimated by an independent appraiser or once its value has been accepted by DTS in accordance with these Regulations.
- 18.9.** Indemnity settlement rules are defined in DTS' Cargo Insurance General Terms and Conditions or General Third Party Liability Insurance Terms and Conditions.
- 18.10.** Indemnities are settled within 14 days after the determination of their amounts and settlement methods.

19. § PERSONAL DATA PROTECTION

- 19.1.** DTS shall be liable for the protection of the Client's personal data in compliance with 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 (General Data Protection Regulation – GDPR).
- 19.2.** The controller of the personal data of individuals benefitting from transport and fitting and assembly of RTV devices and home appliances is, according to these Regulations, DTS Transport Sp. z o.o. with its registered office in Warsaw (04-866 Warsaw) at ul. Wał Miedzeszyński 251, NCR (KRS): 0000377857, hereinafter referred to as the Controller. The Controller processes personal data.
- 19.3.** Any matters and issues related to the processing of personal data by the Controller should be reported to our Data Protection Officer – e-mail address: iod@dts.pl.
- 19.4.** The Controller shall use measures required to protect personal data processed, and in particular shall provide adequate technical and organizational measures which ensure the safety of disclosed personal data, especially those which prevent third party access to them and those which prevent their loss, damage or destruction.
- 19.5.** Personal data are processed for the following purposes:
 - 19.5.1.** Fulfillment of orders, that is pursuant to article 6 item 1 character b of GDPR under which processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract. Personal data shall be processed throughout the duration of performance of the service/fulfillment of the order and for a necessary amount of time after its completion.
 - 19.5.2.** Customer satisfaction surveys performed within the framework of the DTS Services control and quality assurance, for which the Client shall agree by benefitting from the Service.
 - 19.5.3.** Complaint procedure performance pursuant to article 6 item 1 character c of GDPR under which processing is necessary for compliance with a legal obligation to which the controller is subject. Personal data shall be processed throughout the period of fulfillment of the legal obligation and possibly for the period of benefitting from services offered by the Controller.
 - 19.5.4.** Raising our claims pursuant to article 6 item 1 character f of GDPR, that is the Controller's legitimate interest corresponding to the defense of our claims and rights as well as pursuant to article 9 item 2 character f of GDPR, that is processing is necessary for defending our claims. Personal data shall be processed for the period of raising of those claims.
 - 19.5.5.** Complying with tax obligations pursuant to article 6 item 1 character c of GDPR (the processing is necessary to meet the legal obligation of the Controller) in connection with article 74 item 2 of the Accounting Act. Personal data shall be processed for a period needed to fulfill the tax obligation. All data processed for accounting and tax reasons shall be processed for 5 years following the end of the calendar year in which the tax obligation arises.
 - 19.5.6.** If a consent is given – for marketing reasons pursuant to article 6 item 1 character a of GDPR (the data subject agreed for the processing of their personal data for one or more purposes defined. Data shall be processed for the respective marketing action's duration.
- 19.6.** Data subjects who share their personal data can request from the Controller:

- 19.6.1.** Access to their personal data
- 19.6.2.** Rectification of their personal data
- 19.6.3.** Erasure of their personal data (the request to erase data shall immediately result in their erasure from our data base)
- 19.6.4.** Limitation of the processing of personal data
- 19.6.5.** Lodging a complaint to the supervisory body
- 19.6.6.** Data portability,
- 19.6.7.** Withdrawal of their consent for processing of personal data at any time. The withdrawal of the consent shall not affect the compliance of the processing done upon that consent before its withdrawal, but it will prevent us from providing services.
- 19.6.8.** Objection to the processing of personal data – if the processing is required to perform a task pursued in the public interest or under a public function entrusted with the Controller and when the processing is necessary for purposes arising from legitimate interests pursued by the Controller or by a third party, which in this case is profiling. The Controller cannot process any longer those personal data unless they prove the existence of legitimate grounds for processing which prevail over the interests, rights and freedoms of the respective data subject or grounds for determination, raising or defense of any claims.
- 19.7.** To exercise the aforementioned rights you have to contact by e-mail the Personal Data Officer (e-mail address: iod@dts.pl)
- 19.8.** Disclosed personal data can be transferred exclusively to:
 - 19.8.1.** Competent public authorities or bodies upon their request and under the legislation in force.
 - 19.8.2.** Cooperating entities for the purpose and to the extent required to perform the service. The Controller shall be liable for the consequences of acts of third parties (especially drivers, couriers, fitters) with whom it cooperates and with whom it entrusts the performance of the entire agreement or a part thereof.
- 19.9.** Personal data disclosed to DTS are not subject to automatic decision-making, including profiling.
- 19.10.** Disclosure of your personal data is voluntary, but it will be impossible to provide the respective service without their disclosure.
- 19.11.** To learn more on the requirements, rules and regulations on personal data protection in DTS Group member companies you have to read our Privacy Policy at <https://zadbano.pl/polityka-prywatnosci/>

20. § CONFIDENTIALITY

20.1. The Parties shall:

- 20.1.1.** Not disclose or use the other party's company secrets and personal data controlled or owned by the other Party, collected or disclosed during the cooperation between the Parties. The secret also covers all confidential information and facts which the Parties learn while cooperating, notwithstanding the form of their disclosure or collection and of their source.
 - 20.1.2.** Use the aforementioned information and data exclusively for the purposes agreed upon by the Parties with respect to the performance of the service commissioned.
 - 20.1.3.** Take any steps needed to ensure that none of the individuals receiving information and access to data discloses them or their source in its entirety or partially to third parties without applying previously for an express authorization of the Party to which the information, data or source refers. The Party which discloses the other Party's information shall be liable for individuals to whom that information and data is disclosed as if it were liable for their own acts or omissions.
 - 20.1.4.** Information and data referred to in item a) shall be disclosed exclusively to those employees and collaborators of the Parties to whom they will be necessary for the completion of activities entrusted with them and only to the extent to which the recipient of such information and data has to have access to them for the purposes referred to in item b).
- 20.2.** The provisions included in item 1 a) – d) shall not be applicable to information received from the other Party which:
- 20.2.1.** Is publicly known, published or disclosed officially to the public.
 - 20.2.2.** Was already known to the other Party before the preparation of the offer or was collected by a third party in compliance with the legislation in force
 - 20.2.3.** Shall be disclosed by one of the parties upon the previous consent of the other party
 - 20.2.4.** Shall be disclosed by one of the Parties according to the legal requirements in force or under a legitimate court or administrative decision provided that all the measures needed to keep it confidential are applied
 - 20.2.5.** Was obtained by the other Party regardless of the activities related to the fulfillment of the order.

- 20.3.** The obligation of confidentiality applicable to information and data referred to in § 20 shall apply for 12 months following the performance of the Service even if the Agreement expires or is completed.

21. § 21 MISCELLANEOUS

- 21.1.** *Any provisions hereof do not apply to agreements or contracts signed with consumers only if such provisions are deemed unacceptable contractual clauses or practices infringing collective consumer interests. Otherwise the provisions of these Regulations are binding upon consumers if they are not expressly excluded as such with respect to consumers.*
- 21.2.** *The updated version of these Regulations can be viewed for free at DTS registered office and on its website*
https://cloudserver011564.home.pl/marketing/zadbano-Provision_Regulations_Master_Regulations.pdf
- 21.3.** *3. DTS shall communicate to Clients any major changes in the Regulations and in the Pricelist on its website – <http://mojadostawa.pl>, at least 14 days in advance.*
- 21.4.** *To any matters unsettled herein shall apply the provisions of the Transport Law and of the Civil Code.*
- 21.5.** These Regulations enter in force on 27 March 2019 and supersede on that date the former DTS Services Provision Regulations.

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I confirm having read and I agree for the provisions of these DTS Services Provision Regulations – Master Regulations. (date, signature and company seal of the Ordering Party)