

GENERAL COMMERCIAL TERMS AND CONDITIONS OF THE CONSIGNER

MJ SPED s. r. o., (Ltd.), with its registered office at Hlavná 329/4, 900 23 Viničné, the Slovak Republic

Company Registration Number: 44 530 439

Article I – General Provisions

(1) These General Commercial Terms and Conditions of the Consigner (hereinafter referred to as "GCTC of Consigner") are issued by the company MJ SPED s. r. o. (Ltd.), with the aim to regulate rights and duties of the Contracting Parties related to the contract on transportation of the goods/things (hereinafter referred to as "Contract of Transport") which is concluded between the company MJ SPED s. r. o., (Ltd.), with its registered office at Hlavná 329/4, 900 23 Viničné, the Slovak Republic, Company Registration Number: 44 530 439, registered with the Commercial Register of the District Court in Bratislava I, Section Sro, Insert No 55756/B (hereinafter referred to as "Consigner") and physical entity, legal entity and other legal subjects, that are entrepreneurs (hereinafter referred to as "Carrier"). The Carrier while concluding and performing the Contract of Transport shall act within its business activities. The Subject of the Contract of Transport is a regulation of mutual rights and duties of the Contracting Parties originating from the transport of a shipment (consignment).

(2) Transport of a shipment means either national or international transportation of a shipment.

National (inland) Transport of a shipment means transportation of a shipment when the place of taking of the shipment and the predicted place of its delivery (hereinafter referred to as "Destination") are situated within one state.

International Transport of a shipment means transportation of a shipment when the place of taking of the shipment and the place of its delivery are situated within two different states.

(3) According to the Contract of Transport, the Carrier shall undertake to carry a shipment from the certain place (Destination) to a certain other place (Destination) and the Consigner shall undertake to pay him remuneration (Transport charges).

(4) These GCTC of Consigner are an integral part of the Contract of Transport concluded between the Carrier and the Consigner (hereinafter referred to as "Contracting Parties"). Derogated provisions of the Contract of Transport shall prevail over the provisions of the GCTC of Consigner. Any deviations from the GCTC of Consigner shall be agreed between the Contracting Parties in the written form, otherwise they shall be considered as void.

(5) Legal relationships resulting from the Contract of Transport shall be governed by the Convention on the Contract for the International Transport of Goods by Road (Decree of the Minister of Foreign Affairs No 11/1975, Coll., hereinafter referred to as "the CMR Convention"), if its scope is set within terms of the provisions of Article 1, paragraph 1 - 4 of the CMR Convention and, subsidiarily, by the Act No. 513/1991, Coll., Commercial Code, as amended (hereinafter referred to as "Commercial Code") and these GCTC of Consigner. In case where the provisions of the CMR Convention are not possible to be applied to the legal relationship arising from the Contract of Transport, it shall be governed by the provisions of the Commercial Code and other laws of the Slovak Republic and these GCTC of Consigner.

(6) The Carrier shall be obligated, before conclusion of the Contract of Transport, get familiar with the GCTC of Consigner. These GCTC of Consigner shall be applied to all contractual relations between the Carrier and the Consigner related to the Transport of the shipment, namely from the time of conclusion of the Contract of Transport until the moment of complete fulfilment of all obligations which result from the Contract of Transport for the Contracting Parties, or otherwise relate. By conclusion of the Contract of Transport the Carrier shall be

bound by the GCTC of Consigner and expresses agreement with them. The agreement with these the GCTC of the Consigner may be expressed also in other ways, especially through electronic communication between the Contracting Parties.

(7) After acceptance of these Commercial Terms and Conditions of the Consigner, all future legal relations between the Contracting Parties shall be governed by these Commercial Terms and Conditions of the Consigner namely until the time, when one of the Contracting Parties will notify the other Contracting Party that it does not want to be bound by the Commercial Terms and Conditions of the Consigner anymore. The notification shall come into effect on the day of delivery of such written notification.

(8) The Commercial Terms and Conditions of the Carrier shall be applied only if the Consigner expressly accepted, in written form within the Contract of Transport, that the Commercial Terms and Conditions of the Carrier shall take precedence over the GCTC of Consigner. Otherwise, the GCTC of Consigner shall prevail over the wording of the Commercial Terms and Conditions of the Carrier.

(8) The Consigner shall be entitled continuously update or modify the GCTC of Consigner. All changes, additions, or Full version of the updated GCTC of Consigner shall the Consigner always issue in written form and appropriately publish on its website.

(9) In case of invalidity of any provision of the GCTC of Consigner or the Contract of Transport, their other provisions will not be affected by the nullity in question. The Contracting Parties shall replace an invalid provision of the GCTC of Consigner or the Contract of Transport by a new provision which most closely approximates the intention of the Contracting Parties agreed during conclusion of the Contract of Transport.

(10) If a provision of the GCTC of Consigner specifies the written form for a certain action, it shall be deemed to be observed even if the act was made in electronic form.

Article II – Order of Transport and Conclusion of the Contract of Transport

(1) The Contract of Transport shall be concluded between the Contracting Parties upon placement of the Order by the Consigner and its acceptance by the Carrier.

(2) Order means a unilateral legal act by the Consigner directed to the Carrier aimed to perform Transport of the shipment by the Carrier. A received Order is considered as a draft of the Contract of Transport.

(3) The Consigner shall be obliged to send the Order to the Carrier via e-mail or fax, and the order shall contain the following information:

a/ Identification data of the Consigner: trade name, registered office/seat, Company Registration Number, Tax Identification Number, bank connection, the person authorized to negotiate about Transport of shipment,

b / Specification of the shipment of the Transport which has to be performed by the Carrier (specification of shipment means designation of its type, placing its dimensions, weight)

c / Marking the place of loading

d / Date of performance of the shipment loading

e / Marking the place of unloading

f / Date of performance of the shipment unloading

g / Price of Transport

h/ Consigner's specific requirements related to the shipment Transport, if any.

(4) A draft of the Contract ("Order") shall be considered as properly accepted, if the Carrier does not refuse the Contract draft within 4 hours during working hours from its receipt via e-

mail, or the Carrier confirms the Order in written form, alternatively confirms CMR way-bill or bill of lading.

(5) The person accepting the Order declares that he is duly authorized, mandated or delegated by the empowered person to conclude the Contract of Transport. In case of falsity of this declaration, the person accepting the Order shall be responsible for any possible damages incurred due to void conclusion of this Contract or invalidly agreed contractual terms and conditions under this draft. In accordance with the preceding sentence, the person concurrently declares, that if the Carrier on whose behalf it is acting, does not pay a financial obligation arising in respect of those accepted GCTC of Consigner, the person will cover the particular financial obligation as guarantee.

(6) Upon acceptance/receipt of the Transport Order, the Contract of Transport shall be considered to be properly concluded, and the Carrier undertakes to carry out the ordered Transport for the Consigner according to the agreed terms and conditions.

(7) If the Carrier confirmed the draft of the Contract of Transport, but with written reservations, supplements, limitations or other changes, this draft shall be considered as refusal of the original draft and it shall be considered as new draft of the Contract of Transport directed from the Carrier to the Consigner. The Contract of Transport shall be deemed as concluded after unconditional confirmation of a new draft by the Consigner.

(8) The Contracting Parties shall be bound by the concluded Contract of Transport and they are not entitled to terminate it unilaterally, unless the provisions of the Contract of Transport, the GCTC of Consigner or generally binding legal regulation stipulate otherwise. Any possible changes or additions to the concluded Contract of Transport can be made only in writing, in the form of numbered supplements signed by the Consigner and the Carrier.

(9) Evidence about the conclusion of the Contract of Transport is a bill of lading, alternatively CMR way-bill. The bill of lading shall be issued in three original copies, which shall include the stamps and signatures of the Consigner and also the Carrier. One copy of the bill of lading is assigned for the Consigner, one copy for the Carrier, and one copy shall accompany the consignment during transit. If the bill of lading is missing, or it is insufficient, alternatively is lost, than such fact does not affect the existence or the validity of the concluded Contract of Transport at all.

(10) If it is necessary to load the transported shipment on several vehicles, or in case of different types or separate parts of the shipment, the Consigner or the Carrier shall be entitled to require issue of as many bills of lading as many vehicles are needed to be used, or as many types or separate parts of the shipment have to be loaded.

Article III – Rights and Duties of Contracting Parties

(1) The Carrier shall be obligated to conduct its business in accordance with agreed terms with professional care and with high quality. Under these obligations, the Carrier shall be obligated especially to take care about the given shipment as well as about the things that the Carrier took in connection with the shipment (such as e.g. documents relating to the shipment, etc.).

(2) During the performance of the Transport the Carrier shall be obliged to follow the Consigner's instructions. If the Carrier has not received any necessary instructions from the Consigner, the Carrier is required to ask for their completing. Despite of a danger of delay, the Carrier shall be obligated to continue the transportation even without these instructions therefore to protect interests of the Consigner mostly.

(3) The Consigner shall be obliged to provide for the Carrier true information about the content of the shipment, its nature, type, weight and number of pieces.

(4) The Carrier shall be obliged to participate during the process of loading and unloading, whereas it shall be responsible for their proper realization. While loading, the Carrier shall be obliged to check whether the bill of lading, alternatively CMR way-bill contains all required information. During the process of loading, the Carrier shall be obliged to arrange confirmation (stamp) of the bill of lading, or CMR way-bill (in case of international transport) or a record about the operation of the vehicle of freight transport (record of the vehicle performance), alternatively other document about the Transport. Furthermore, the Carrier shall be obliged especially to check the quantity and weight of the shipment, labelling of the shipment, if the shipment's package is untouched, evident condition of the shipment while loading and the way of the load distribution on the vehicle. Furthermore, the Carrier shall be obliged to check all accompanying documents relating to the shipment (such as delivery note, pallet tickets for pallet exchange, etc.) and the data entered to them. The Carrier shall be obliged to ensure conformity of the data contained in these accompanying documents relating to the transported shipment with the actual condition of the loaded, alternatively transported shipment (its quantity, real weight etc.), and at the same time it shall be obliged to ensure conformity of the actual condition of the loaded, alternatively transported shipment (its quantity, real weight, labelling etc.) with data about the shipment listed in the Contract of Transport, or the accepted Order. In case of identification of any inconsistency between the actual condition of the loaded, alternatively transported shipment and the data contained in these accompanying documents relating to the transported shipment, or in the Contract of Transport, or the accepted Order, the Carrier shall be obliged to notify the Consigner about the found differences immediately (the duty to notify) and also require from the Consigner instructions for further actions. The Carrier must not to leave the loading before the Consigner gives instructions for further action. In case it does not agree with the Consigner's instructions, it shall be always obliged to perform the Transport of the shipment, as agreed in the Contract of Transport, and in other cases it shall follow the instructions received by the Consigner. If the Carrier fails to comply the duty to notify pursuant to this paragraph, and from the reason of the inconsistency found between the actual condition of the loaded, alternatively transported shipment and the data contained in these accompanying documents relating to the transported shipment, or in the Contract of Transport, or the accepted Order and does not perform the transport of the whole shipment as it is transferred during the loading, the Carrier shall be obliged to pay to the Consigner a contractual penalty in the amount of the agreed price for the Transport. If the Carrier fails to comply the duty to notify under this paragraph and performs the transport of the shipment as it is transferred during the loading, it will do so on their own responsibility, whereas any incidental damage or extra costs shall be borne solely by the Carrier. If the Carrier performs loading of the Transported shipment in quantity or weight less than is stated in the Contract of Transport, alternatively in the accepted Order, the Consigner shall be authorized to arrange alternative Transport of that part of the shipment that was not transferred by the Carrier in accordance with the Contract of Transport, alternatively with the accepted Order, by itself or through a third party. The Consigner shall be entitled to charge the Carrier actual costs incurred to the Consigner under arranging of the alternative Transport from the reason of the unloaded part of the shipment. This fact does not affect the Consigner's right to the contractual penalty owing to the failure the duty to notify as per this paragraph nor any possible Consigner's claims in the event of loss of the shipment or any delay in delivery period.

(5) The Carrier shall be obliged to notify the Customer (i.e. the person for which the Consigner provides the shipment Transport via the Carrier as per the Contract of Transport - hereinafter referred to as "Customer") about inadequate distribution of the shipment on the vehicle. If the Customer does not move the shipment, the Carrier shall be obliged immediately inform the Consigner and to make a written reservation into the bill of lading, alternatively the CMR way-bill. While the loading, the Carrier shall be obliged to have all necessary securing materials (anti-skid pads, protective corners, sufficient number of stripes/chains etc.) needed for fixing the load on vehicle available, and a transported shipment to get fixed in accordance with the relevant safety regulations.

(6) The Carrier shall be obliged to inform the Consigner that the particular vehicle is furnished for the loading. After process of the loading, the Carrier shall be obliged to inform the Consigner about real weight of the load of the transported shipment. The Carrier shall be responsible for proper performance of the loading.

(7) In case of car accident, or any delay of the Carrier's vehicle or other obstacle interfering the proper performance of Transport, alternatively the proper completion the particular Transport by the agreed vehicle, the Carrier shall be obliged immediately to provide the other vehicle of the similar parameters. In case of failure to comply this obligation, the Carrier shall be charged with all incurred costs of the Consigner related with arranging of the other vehicle. The Carrier shall be obliged to cover the incurred extra costs in the full amount. In case of breach of any of the above-mentioned obligation, the Carrier shall be also obliged to pay a contractual penalty in the amount of 1/10 of the total agreed price of the Transport.

(8) The Carrier shall carry out all activities under the Contract of Transport itself. Mandate or use of a third party for this purpose, with the exception of the Carriers' staff fulfilling its obligations arising from the employment relationship, is not permitted without prior express written consent by the Consigner. In case of breach of this obligation, the Carrier shall be obliged to pay a contractual penalty in the amount of the agreed price of the Transport for each individual violation. If the Carrier provides the Transport through the other carrier/transport operator, the Carrier shall be still responsible for any damage or loss of the shipment.

(9) Without the prior written consent of the Consigner, the Carrier shall not be entitled to use the shipment or allow its use to a third party. Without the prior written consent of the Consigner any other freight shall not be transported with the shipment being transported and the particular shipment shall not be allowed to be transhipped, alternatively unloaded or moved another vehicle. In case of breach of any of the above mentioned prohibitions the Contracting Parties had agreed the contractual penalty in the amount of 500 Euros for each individual violation.

(10) The Carrier shall be obliged immediately to notify the Consigner about any danger of damage, the risk of a late shipment as well as other circumstances affecting the proper performance of the Contract of Transport by the Carrier. In case of occurring damage, the Carrier shall be obliged to take necessary actions and provide the needed professional care to keep the damage as small as possible, and immediately notify the Consigner. The Carrier shall be also required to inform the Consigner about performance of the loading, unloading and customs clearance of the shipment. After performing the unloading of the shipment, the Carrier shall be obliged to notify the Consigner about this fact within one hour since its completion. If during the process of unloading of the shipment any related problems occur, the Carrier shall be obliged to inform the Consigner about it without any delay. Furthermore, the Carrier shall be obliged to follow the Consigner's call, to give the Consigner full and truthful information about the fulfillment of the Contract, especially about the actual location of the shipment. If the heading of the Contract of Transport includes the contact persons of the Consigner (so called "disponent"/manager), the Carrier shall be obliged to provide information pursuant to this paragraph to the Consigner through the listed contact persons (also by telephone). In case of the risk that any damage can occur to the Consigner, the Carrier shall be obliged to, at the Consigner's request, immediately provide the telephone number of the driver, who performs the Transport for the Carrier. In case of breach of any of the above mentioned obligations the Carrier shall be obliged to pay the contractual penalty in the amount of 200 Euros for each individual violation.

(11) During the entire Transport performed the Carrier shall be obliged to park only in secure, for such purpose reserved, guarded parking areas. Any damage occurred on the shipment as result of breach of this Carrier's obligation, the Carrier shall be obliged to cover to the Consigner in full amount.

(12) In case of the Carrier's delay with taking of/receipt (loading) the shipment in the Destination and / or delivery (unloading) of the shipment in the Destination more than 2 hours compared with the agreed time terms in the accepted Order of the Consigner, the Carrier shall be obliged to pay the contractual penalty in the amount of 50 Euros for each additional hour of delay of the Carrier.

(13) In the case that the vehicle is not furnished for loading, or the Carrier terminates the Transport within 48 hours prior to the intended loading, the Consigner shall be entitled to charge a contractual penalty in the amount of the agreed price of the Transport.

(14) The Carrier declares that since the moment of conclusion of this Contract of Transport, it has the valid insurance - for liability for damage occurred during performance of the Contract of Transport – and that the insurance value in case of performance of the Transport by vehicle with total weight up to 3, 5 tons represents at least the amount of 33.000,- Euros and in case of performance of the Transport by vehicle with total weight up to 7,5 tons represents at least the amount of 75.000,- Euros and in case of performance of the Transport by vehicle with total weight of 40 tons represents at least the amount of 150.000,- Euros, and concurrently the insurance value of the valid insurance of the Carrier is always at least in the amount of the real value of the transported shipment during the particular Transport. The Consigner shall inform the Carrier about the value of the transported shipment. If the Carrier is not informed about the value of the transported shipment until one day prior to the day of the performance of the Transport, the Carrier shall be obliged to ask the Consigner for the information about the value of the shipment, which is to be transported. If the Carrier does not fulfill its obligation as per the previous sentence, it is deemed that the Carrier was properly informed about the value of the shipment, and that since the moment of conclusion of this Contract of Transport, it has the valid insurance - for liability for damage occurred during performance of the Contract of Transport with the insurance value at least of the amount as per the first sentence of this provision of the GCTC of Consigner. Furthermore, the Carrier declares that the force and effect of the insurance contracts will not expire earlier than on the date of completion of this Transport agreed within this Contract. The Carrier shall be obliged, at the Consigner's request, to send to the Consigner a copy of the insurance contract via e-mail or by fax. The Carrier shall be responsible for the validity of all necessary permits to the Transport, as well as other necessary documents needed to the Transport. In case of breach of any of the above mentioned obligations the Carrier shall be obliged to pay the contractual penalty in the amount of 1 000, - Euros for each individual violation, and in case of failure of a minimum amount of the insurance coverage in the amount agreed at this paragraph, the contractual penalty amounting to the difference between the amount of the insurance coverage, which are undertaken by the Carrier, and the amount of the real insurance coverage to which it had concluded the valid insurance contract. In the event of the damage occurrence to the shipment, such damage shall be liquidated primarily from the Carrier's insurance namely in the full amount in which the damage actually occurred, and even over the limit of liability for damage specified by the CMR Convention.

(15) The Carrier shall be liable for damage to the shipment in accordance with the provisions of the CMR Convention and during transports, which do not follow the provisions of this Convention, under the provisions of the Commercial Code and other related laws of the Slovak Republic.

(16) The Carrier shall be responsible for satisfying the technical condition of the vehicle, including loading area and undamaged sheets; it shall be responsible as well as mandatory equipment of the vehicle crew and its use (safety helmet, safety goggles, utility gloves, footwear/boots). The Carrier shall be also responsible for ensuring that the Transport is carried out only by persons having the necessary professional skills and competence. In case of breach of any of the above mentioned obligations the Carrier shall be obliged to pay the contractual penalty in the amount of 200 Euros for each individual violation.

(17) The Carrier undertakes not to contact the Customer of the Consigner beyond the obligations arising from the Contract of Transport, unless such contact of the Transport provider with the Customer was justified by the existing contractual relationship. The Carrier undertakes - within one year from the date of the implementation of the Transport under the Contract of Transport concluded between the Carrier and the Consigner – to not conclude a contract of transport with the Customer of the Consigner (i.e. consigner, recipient or owner of a shipment). The Carrier undertakes to protect the interests of the Consigner as well as all parties interested of the Transport and keep trade secrets. In case of breach of any of the aforementioned obligations in this paragraph, a contractual penalty in the amount of four times the Transport costs agreed within the Contract of Transport will be imposed to the Carrier.

(18) In the case of the calculation and claims of the contractual penalty to the Carrier, a Consigner's claim for possible insurance remains unaffected. By setting up a claim for any contractual penalty agreed in within the Contract of Transport, the Consigner's right to claim damage compensation, that exceeds the invoiced amount of the contractual penalty, shall remain unaffected.

(19) In case of breach of any obligations of the Carrier according to the Contract of Transport, thus also these GCTC of Consigner, which is secured by a contractual penalty, the Consigner shall be also obliged to set up only a claim for damage compensation to the Carrier without concurrent claim for the contractual penalty. Solely the Consigner is entitled to choose if it will apply a claim for payment of the contractual penalty in accordance with the Article III paragraph 18 of these GCTC of Consigner, or it will claim for damage compensation.

(20) The contractual penalty, or the damage compensation shall be payable the day after day of its claiming against the other Contracting Party. The contractual penalty, or the damage compensation shall be claimed in writing, so it will be evident the Contracting party' intent. The written form shall be considered to be met also in the action was made in electronic form. The contractual penalty, or the damage compensation, are considered to be claimed on the day following the day when the Contracting Party against which the possibility to claim the contractual penalty or the damage compensation has been applied, had to inform about it.

(21) The agreed price of the Transport includes also waiting for the loading or unloading in duration up to 24 hours. The Carrier shall not be entitled to claim for reimbursement of the quantified damage for the waiting more than one-tenth of the price for the agreed Transport.

(22) The Consigner shall be entitled to cancel the Order to perform the shipment at latest within 24 hours before the planned loading of the shipment, namely without any sanctions from the Carrier. In the case of termination of the Transport Order by the Consigner earlier than 24 hours before the intended loading, the Consigner shall be obliged to pay the reimbursement of the quantified damage by the Carrier in the amount not exceeding one fifth of the price agreed for the Transport. The Carrier shall not be entitled to claim for reimbursement of the quantified damage for the cancelled Transport more than one-fifth of the price for the agreed Transport.

(23) The Carrier shall not be entitled to claim the reimbursement of the quantified damage which results from the breach of obligation arising from this concluded Contract of Transport namely more than one-fifth of the price for the agreed Transport. The Carrier is not entitled to claim for reimbursement of the quantified damage more than one-fifth of the price for the agreed Transport nor during the cumulation of multiple claims arising from this Contract.

(24) If during the performance of the shipment returnable pallets (Euro pallets) are used, the Carrier shall be obliged to ensure their return in the required amount at latest within 30 days after delivery of the shipment to the Consignee (recipient) unless the Consigner expressly states to the Carrier otherwise. In the event that the Carrier fails to fulfill this obligation, the Consigner shall be entitled to charge it for the payment of unreturned pallets, namely in the

amount of 15 Euros excluding VAT/1 piece (Euro Pallet) and service charge in the amount of 10 Euros excluding VAT.

(25) The Carrier shall be obliged to submit to the Consigner all documents proving the performance of the Transport at latest 7 days after the delivery of the shipment to the Consignee. These documents include: bill of lading, alternatively CMR way-bill, a record about the operation of the vehicle of freight transport (record of the vehicle performance), delivery-acceptance certificates for the shipment, pallet tickets, copies of forwarding fees, weigh statement, or other evidence of delivery of the shipment in untouched condition for the Consignee (recipient). In case of the Transport of the shipment under the custom control, the Carrier shall be obliged to deliver to the Consigner also copies of the custom documents, alternatively CMR way-bill confirmed by a relevant custom authority.

(26) The Consigner shall be obliged to pay to the Carrier the agreed price of the Transport costs. The agreed price of the Transport shall include all additional fees/charges which need to be paid for proper performance of the Transport.

(27) The Carrier's invoice for the performed Transport shall be payable within 45 days from date of receipt by the Consigner. The maturity date shall be postponed by a period during which the Carrier delayed with the delivery of the documents listed in the paragraph 25 of these GCTC of Consigner.

(28) The invoice together with original of the lading bill, alternatively CMR way-bill shall be sent by the Carrier to the following address: MJ SPED s. r. o., Hlavná 329/4, 900 23 Viničné.

(29) In case where any reservation is listed on the lading bill, alternatively CMR way-bill (or on another document, certifying the performance of the Transport), than the maturity day of the Transport shall be postponed till the claim of the reservation by the authorized person is solved.

(30) In case the invoice for the performed Transport from the Carrier or any of the documents referred to the paragraph 25 of this Article of the GCTC of Consigner will contain clerical errors, calculation errors or any other obvious inaccuracies as well as incorrect data, alternatively the Carrier will submit false or incomplete documents, the Consigner is entitled to charge the Carrier for each such incorrect or mistaken document an administration fee of 10,- Euros flat rate for each faulty, incorrect or incomplete document, and the Carrier shall be obliged to cover the charged administrative costs.

(31) The Contracting Parties agree that the Carrier has no lien or pledge to the shipment and not even to ensure the Carrier's claim against the Consigner as per the Contract of Transport. The Carrier shall be always obliged to deliver the shipment to the Consignee. Lien and pledge to the shipment do not belong to the Carrier.

(32) The Carrier shall be obliged to keep minimum wage of the driver who, as an employer of the Carrier, performs the transport in accordance with the Act on Minimum Wage applicable in the Federal Republic of Germany (Gesetz zur Regelung eines allgemeinen Mindestlohns /Mindestlohngesetz - MiLoG) (hereinafter referred to as "the Act on Minimum Wage MILOG"). The Carrier shall be also obliged to properly and timely fulfill all its reporting obligations and responsibilities in the field of the establishment and provision of relevant documentation to the competent authorities of the Federal Republic of Germany resulting from the valid wording of the Act on Minimum Wage MILOG. The Carrier shall be obliged to prove fulfillment of the obligations set out under this subparagraph of the GCTC of the Consigner anytime and sufficiently. In case the violation of the obligations of the Carrier under this subparagraph of the GCTC of the Consigner imposed, for any sanction or held liability for damages the Carrier shall be responsible in full, and also the Carrier shall be obliged to pay for the sanction imposed or for the damage compensation in full amount. In the event of any claims by third parties (persons) against the Consigner, incurred due to violation of the Act on Minimum Wage MILOG by the Carrier, the Carrier shall be obliged to cover these claims by third parties fully by himself/itself. The Carrier has to fulfill this obligation expressly also

against the claims of institutions of social insurance and financial authorities. In case the Carrier performs the transport by a third party, by another carrier (see Article III, subparagraph 8 of these GCTC of the Consigner), the Carrier shall be obliged to ensure and verify if that person properly and timely fulfills all its obligations under the Act on Minimum Wage Act MILOG. If this third party (person) fails to fulfill any of its obligations under the Act on Minimum Wage MILOG, the Carrier shall be responsible for any damages or penalties imposed on account of that infringement in full extent, whereas the Carrier shall be obliged to pay for the sanction imposed or for the damage compensation in full amount. By using any third party (person) to perform the transport, the responsibilities and obligations under the provisions of this subparagraph of the GCTC of the Consigner shall remain to the Carrier. The Contracting Parties agree that in case of breach of any of the obligations set out in this subparagraph of the GCTC of the Consigner, the Consigner is entitled to charge to the Carrier the contractual penalty in the amount of 200,- EUR for each individual breach.

(33) The Carrier declares that for all the claims Consigner against the Carrier in respect of the performed transports, the limitation period shall be extended to 10 years from the time when the limitation period began to run the first time.

Article IV - Final Provisions

(1) According to the Contract of Transport the Carrier is not allowed to postpone its/his claims against the Consigner to a third party.

(2) Any possible disputes arising between the Carrier and the Consigner in connection with the concluded Contract of Transport shall the Contracting Parties try to resolve especially in the form of amicable settlement.

(3) All legal relationships arising between the Contracting Parties under the Contract of Transport including relations connected to the Contract of Transport shall be always governed by the legislation of the Slovak Republic and by international treaties, which take precedence over the legislation of the Slovak Republic. The law applicable shall be constantly Slovak law.

(4) The Contracting Parties agree that, apart from those disputes which are expressly excluded by the Act No. 244/2002 Coll. Act on Arbitration (hereinafter referred to as "AA"), all disputes arising out of legal relationships resulting from this Contract or related to this Contract, including all ancillary legal relationships, claims for unjust enrichment, damage compensation claims, disputes about the validity, interpretation, termination of this Contract or this Arbitration Clause shall be submitted for decision to arbitration under the provisions of "AA" and substantive law of the Slovak Republic before the arbitrator, JUDr. Milan Vojtek, LL.D., with its registered office at Jilemnického 30, 036 01 Martin, the Slovak Republic, or before another arbitrator or arbitration court within the territory of a Member State of the European Union assigned by JUDr. Milan Vojtek, LL.D., with its registered office at Jilemnického 30, 036 01 Martin, through the procedure stated in Article 8, section 1 of AA (settled method of appointing an arbitrator). The proceedings shall be in writing under Slovak law, pursuant to the Procedure Order of the Arbitration Court "ARBITRÁŽ" (in the case of the decision by the Arbitration Court), or Procedure Rules (in the case of the decision by the arbitrator) published on the website www.arbitraz.sk. In a case regulated by the provisions of Article 22a of AA, a proposal for measures shall be not delivered the counterparty. A decision made by the arbitrator shall be taken by the Contracting Parties as final, binding and enforceable. The Contracting Parties further agree that:

a) in case of commercial-legal disputes, the arbitrator may also take a decision in accordance with the principles of justice;

b) an arbitration award shall not be possible to examine at the request by any of the Contracting Parties by another arbitrator or other Arbitration Tribunal of the Arbitration Court.

In case of international transport which is governed by the CMR Convention, the arbitrator shall be obliged to make decisions in accordance with the CMR Convention as per the Article 33 of the CMR Convention.

Written form of the Arbitration Submission Agreement shall be retained also in the following events:

a) if the Arbitration Submission Agreement is contained within mutual written communication of the Contracting Parties, or

b) if it were concluded through electronic means, which enable to record legal act and person, who the legal act performed.

(5) These GCTC of Consigner shall be issued in Slovak language and English language, whereas both language versions are legally equivalent. In case of any uncertainty and ambiguity, alternatively a contradictory interpretation of the provisions of the GCTC of Consigner in the Slovak language and English language, business-contractual relations between the Seller and the Buyer shall be governed by the GCTC version of the Consigner in the Slovak language.

(6) These updated GCTC of Consigner come into effect and force **on the day of _____**. All amendments and supplements to the GCTC of Consigner become valid on the day when they are published and make accessible on the website of the Consigner.