

## **GENERAL COMMERCIAL TERMS AND CONDITIONS OF THE FORWARDER**

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 Forwarder (hereinafter referred to as "GCTC of Forwarder") 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 Forwarding Contract (hereinafter referred to as "Contract of Forwarding") 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 "Forwarder") and physical entity, legal entity and other legal subjects, that are entrepreneurs (hereinafter referred to as "Principal"). The Principal while concluding and performing the Contract of Forwarding shall act within its business activities. The Subject of the Contract of Forwarding is a regulation of mutual rights and duties of the Contracting Parties originating from the arranging the transport of the 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 Forwarding, the Forwarder shall be bound to the Principal to arrange shipment from the certain place (Destination) to a certain other place (Destination) and the Principal shall undertake to pay remuneration to it/him.

(4) These GCTC of Forwarder are an integral part of the Contract of Forwarding concluded between the Forwarder and the Principal (hereinafter referred to as "Contracting Parties"). Derogated provisions of the Contract of Forwarding shall prevail over the provisions of the GCTC of Forwarder. Any deviations from the GCTC of Forwarder 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 Forwarding shall be governed by the Act No. 513/1991, Coll., Commercial Code, as amended (hereinafter referred to as "Commercial Code"), especially by the part XIII, Forwarding contract, the wording of other legal regulations of the Slovak Republic and by these GTC of Forwarder, as well as the General Freight Forwarder Terms and Conditions of the Association of Logistics and Freight Forwarding of the Slovak Republic. In case of conflict between the provisions of the General Freight Forwarder Terms and Conditions of the Association of Logistics and Freight Forwarding of the Slovak Republic and the GTC of Forwarder, the provisions of these GTC of Forwarder take precedence over the provisions of the General Freight Forwarder Terms and Conditions of the Association of Logistics and Freight Forwarding of the Slovak Republic.

(6) The Principal shall be obligated, before conclusion of the Contract of Forwarding, get familiar with the GCTC of Forwarder. These GCTC of Forwarder shall be applied to all contractual relations between the Forwarder I and the Principal related to the arrangement of the Transport of the shipment, namely from the time of conclusion of the Contract of Forwarding until the moment of complete fulfilment of all obligations which result from the

Contract of Forwarding for the Contracting Parties, or otherwise relate. By conclusion of the Contract of Forwarding the Principal shall be bound by the GCTC of Forwarder and expresses agreement with them. The agreement with these the GCTC of Forwarder 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 Forwarder, 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 Forwarder anymore. The notification shall come into effect on the day of delivery of such written notification.

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

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

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

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

(12) The Contracting Parties expressly agree that transport, which shall be arranged by the Forwarder for the Principal under the Contract of Forwarding, can be carried out by the by the Forwarder on its own. In that case, the contractual relationship between the Contracting Parties shall be considered as a contractual relationship under the Contract of Transport (hereinafter referred to as "Contract of Transport"), in which the position of the Principal will be as a Consigner and the Forwarder as a Carrier. In such case, the mutual relationships between the Principal as the Consigner and the Forwarder as the Carrier shall be governed by the 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 accordingly to these GCTC of the Forwarder, whereas in order to use these GCTC of the Forwarder shall be the Principal as the Consigner and the Forwarder as the Carrier and the Contract of Forwarding as the Contract of Transport. 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 accordingly to these GCTC of the Forwarder.

## **Article II – Order of Transport and Conclusion of the Contract of Forwarding**

(1) The Contract of Forwarding shall be concluded between the Contracting Parties upon placement of the Order by the Principal and its acceptance by the Forwarder.

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

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

a/ Identification data of the Principal: 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 arranged by the Forwarder (specification of shipment means designation of its type, placing its dimensions, weight, quantity/number of pieces, type of packaging, possibly its specific marking)

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 / The Principal ' 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 Forwarder does not refuse the Contract draft within 4 hours during working hours from its receipt via e-mail, or the Forwarder confirms the Order in written form, alternatively confirms CMR way-bill or bill of lading.

(5) The person sending the Order of Transport Arrangement declares that he/she is duly authorized, mandated or delegated by the empowered person to conclude the Contract of Forwarding. In case of falsity of this declaration, the person sending the Order of Transport Arrangement 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 Principal on whose behalf it is acting, does not pay a financial obligation arising in respect of those accepted GCTC of Forwarder, the person will cover the particular financial obligation as guarantee.

(6) Upon acceptance of the Transport Order (arranging of it), the Contract of Forwarding shall be considered to be properly concluded, and the Forwarder undertakes to arrange the ordered Transport for the Principal according to the agreed terms and conditions.

(7) After accepting the Order, the Forwarder shall be entitled to require from the Principal an advanced payment up to 80% of the agreed price of the Transport. The Forwarder shall properly confirm receipt of the advanced payment and issue the required tax documents or the other documents (e.g. pro forma invoice).

(8) The Contracting Parties shall be bound by the concluded Contract of Forwarding and they are not entitled to terminate it unilaterally, unless the provisions of the Contract of Forwarding, the GCTC of Forwarder or generally binding legal regulation stipulate otherwise.

(9) The Forwarder shall provide performance of the ordered Transport by conclusions of necessary contracts with carriers, or among forwarders.

(10) Evidence about the conclusion of the Contract of Forwarding is a bill of lading, or CMR way-bill. The bill of lading shall be issued in three original copies, which shall include the stamp and signature of the Consigner and the Carrier too. 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, or is lost, than

such fact does not affect the existence or the validity of the concluded Contract of Forwarding at all.

(11) 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 Principal or the Forwarder 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.

(12) The Principal shall be responsible for filling-in the bill of lading, or CMR way-bill. The Principal shall be responsible for the accuracy of the particular information contained in it, even in case, where the relevant data, at the Principal's request, or the Consigner of the shipment, are listed into the bill of lading, or CMR way-bill, by the Carrier performing the Transport arranged by the Forwarder.

### **Article III – Rights and Duties of Contracting Parties**

(1) The Principal shall be obliged to complete all required data of the bill of lading, or CMR way-bill. Furthermore, the Principal shall be obliged to properly identify the quantity and weight of the shipment, labelling of the shipment. The Principal shall be obliged to provide an appropriate package for the transported shipment and appropriately to fix it, but especially to store the load on the vehicle safely. In case that the Transport is under the Forwarding Contract arranged for the Principal' Customer, it shall be obliged to inform the Customer i.e. the person for which the Principal arranges the shipment Transport via the Forwarder (hereinafter referred to as "Customer"), and in case that the Transport is provided directly for the Principal, than the Principal and the Customer are semantically synonymous (ergo identical entity) about the safe fixing of the shipment at the vehicle.

(2) In case, that during the loading the Forwarder through the Carrier, which participate in it, finds out that the shipment does not meet the conditions for packaging and/or labelling of goods, it shall be entitled to refuse the Transport. In case, that the Principal confirms to the Forwarder the particular reservation about packaging and/or labelling of the shipment recorded in the bill of lading or CMR way-bill, the loading shall be properly performed.

(3) The Forwarder through the Carrier performing the arranged Transport does not check whether the shipment by its nature requires a packaging, or if the used packaging is suitable. The Principal shall be responsible for damages caused to persons, on operating devices or other consignments, by faulty or inadequate packaging during Transport, as well as any costs arising out because of this reason.

(4) The Principal shall be obliged to ensure that the consignment holds properties that were agreed by the Contracting Parties within the Contract of Forwarding, alternatively, within the accepted Order. In case, that the Forwarder finds out during the loading that the shipment which has to be transported apparently does not meet specific features, which have been defined within the Contract of Forwarding, or within the accepted Order namely e.g. that the consignment is having apparently larger sizes than those specified within the Contract of Forwarding, or within the Order, or it is a completely different kind of consignment, or in case of a higher quantity of the particular shipment etc., the Forwarder shall be entitled to refuse the arrangement of Transport of such shipment. Alternatively, the Transport of the shipment will be performed in an amount, which was agreed. Any costs associated with delivery of vehicles for loading, delay of the vehicle during loading (detention charges in the amount of 100 Euros for every started hour of delay), or other costs in connection with a of this obligation of the Forwarder incurred to the Forwarder, the Principal shall be obliged to reimburse to the Forwarder.

(5) The Forwarder shall be entitled through the Carrier performing the arranged Transport at any time to check (examine) the weight of the shipment, especially if the Forwarder has doubts about the correctness of the data from the Principal. The Forwarder will record the results from the examination into the bill of lading, respectively CMR way-bill. Costs related

to the examination of the weight of the shipment shall be paid by the Principal if it asked for the finding of the shipment weight within the Contract of Forwarding or where the shipment weight founded out is higher more than 3% than the weight specified by the Principal. When examination about the weight was requested by the Consignee (recipient), than the Consignee (recipient) shall be obligated to pay costs associated with the checking the shipment weight. In case that during the examination of the shipment weight is found out that the weight of the shipment exceeds the weight indicated by the Principal, than the Principal shall be obligated to pay to the Forwarder a contractual penalty in amount of to 10% from the agreed price of the arranging of the Transport for every 10% of the weight of the shipment which is higher than the price stated by the Forwarder within the Contract of Forwarding, or within the accepted Order.

(6) If the Principal, without giving notification to the Forwarder, during loading the shipment on the vehicle exceeds the maximum permitted weight of the vehicle, combination of vehicles, trailer, or the maximum permitted weight falling on the axle of the vehicle, than any possible sanctions given to the Forwarder in connection with this overload, shall be obligatory paid in full amount by the Principal to the Forwarder.

(7) The Principal shall be obliged to manage properly - in cooperation with the Customer - the loading and the unloading, possibly the custom clearance in the Destination and/or with delivery (unloading) of the consignment to the Destination and in the time agreed. The Principal therefore shall be committed to manage the proper, safe and timely operation of loading, custom clearance and unloading of the shipment. In case of this duty, the Principal shall be obliged to pay to the Forwarder a contractual penalty for detention in the amount of 100 Euros for every started hour of delay, which arose because of a of its obligation. The Principal shall be obliged to pay to the Forwarder a contractual penalty in amount of 3 Euros for each kilometre travelled extra, that the Carrier performing the Transport arranged by the Forwarder made because of failure to comply with the Destination of loading, customs clearance, or unloading of the transported shipment by the Principal.

(8) The Principal shall be obliged to provide all necessary papers and documents for the loading, custom clearance and unloading of the shipment. The Principal shall be obliged to pass these papers and documents on the Forwarder, alternatively on the Carrier performing the Transport arranged, in the latest, during handing-over the transported shipment. In the case of breach of this duty the Principal shall be obliged to pay to the Forwarder a contractual penalty in the amount of 100 Euros for every started hour delay, which was therefore occurred to the Carrier performing the arranged Transport. Unless the Contracting Parties within the Contract of Forwarding agree otherwise, "Time Delay" of the Principal means the time since the required vehicle is furnished for loading, alternatively unloading, up to the beginning of loading or unloading, and each interruption of these works not caused by the Forwarder, alternatively by the Carrier performing the arranged Transport, including an issue of necessary documents for the shipment.

(9) In general, loading is provided by the Principal and unloading is provided by Consignee (recipient) of the shipment, unless the Principal with Forwarder agree expressly otherwise. A vehicle crew has no obligation to ensure loading and unloading of the vehicle. The Carrier performing the arranged Transport shall perform the loading or the unloading of the vehicle only if the Contracting Parties have expressly agreed with it within the Contract of Forwarding, and if an extra charge to the price of transportation has been agreed.

(10) The Customer, alternatively the Principal, shall be obligated to have during the loading necessary securing materials needed for fixing the load on vehicle available, and a transported shipment to be fixed in accordance with the relevant safety regulations.

(11) Driver (as agent of the Carrier performing the Transport arranged by the Forwarder) shall be obligated to participate while the loading, and possibly coordinate the distribution of the load on the vehicle, e.g. from the aspect of uniform load of the vehicle axles by the transported goods, and also from the aspect of the Transport safety during the Transport. If

the Principal, alternatively the Customer does not follow instructions given by the Driver, and consequently causes an error in loading, especially in overloading of the vehicle, the Carrier performing the arranged Transport shall be entitled to ask for transfer (displacement) of the particular load on the vehicle, or a removal of the load or its parts. If the Principal, alternatively the Customer does not follow the Carrier's call, the Forwarder shall be entitled to refuse arranging of the Transport, or to manage proper composition, alternatively removal of the load at the Principal's expense and risk.

(12) The Principal that performs the loading, respectively the Consignee (recipient) that performs unloading of the shipment shall be obligated to ensure avoiding any damage on the vehicle. If the Principal cause damage to the Carrier's vehicle during the loading, alternatively the Consignee causes damage during unloading, it/he shall be obligated to reimburse the damage in full amount.

(13) If during loading, unloading or transportation of the shipment the Carrier's vehicle becomes more unclean, the Principal shall be obliged to arrange cleaning of the vehicle at its own expense. If this obligation is not fulfilled, the Carrier shall arrange cleaning of the vehicle at the Principal's expense.

(14) Any reservations about the way of loading, unloading, or transshipment the Forwarder shall raise to the Principal, the Consignee (recipient), or to other persons in the form of written reservation via e-mail after the performance of the Transport without any delay.

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

(16) During the arrangement of the Transport the Forwarder shall be obliged to follow the Principal's instructions. If the Forwarder has not received any necessary instructions from the Principal, the Forwarder is required to ask for their completing. If in connection with requesting or fulfilling the instructions some expenses are incurred to the Forwarder, the Forwarder has the right for their refunding in full amount, unless such expenditure incurred because of the Forwarder's fault. Despite of a danger of delay, the Forwarder shall be obligated to continue the transportation even without these instructions therefore to protect interests of the Principal mostly. In case of evident incorrectness of the Principal's instructions or theirs contrary to valid legislation, which is the Forwarder obliged to follow, the Forwarder shall be obliged to notify the Principal of this fact. If the Principal still insists on to follow these instructions, which may cause the damage, the Forwarder shall be entitled to refuse arranging of the Transport, whereby the Principal shall be obliged to pay to the Forwarder all costs incurred in connection with this situation.

(17) The Principal is not entitled to charge any additional costs incurred because of unjustified detention of the Carrier's vehicle, car accident or other obstacle that could interfere the proper performance of Transport, if such barrier did not happened as a fault of the Forwarder, alternatively the Carrier performing the arranged Transport. The Principal and the Forwarder shall be obliged to provide the proper synergy, which - in these cases - is necessary for the proper arrangement as well as performance of the agreed Transport.

(18) The Forwarder shall be entitled to arrange the Transport with the support or by using a third party – inter-forwarder - with no restriction

(19) The Principal shall be obligated to inform the Forwarder immediately about any risk of the damage occurrence, as well as about other circumstances affecting the proper performance of the Contract of Forwarding by the Forwarder. In case of the damage occurrence, the Principal in conjunction with the Forwarder shall be bound to take essential actions and provide the necessary professional care that the damage was minimal, and shall

immediately inform the Forwarder about all circumstances that may affect the amount of damage.

(20) Furthermore, the Principal shall be obliged to provide the Forwarder with full and truthful information about the content of the shipment, about other facts necessary for conclusion of the Contract of Transport as well as about possible known risks that could jeopardize the safety of the transported consignment. In case of violation of this obligation the Principal shall be obliged to pay a contractual penalty in the amount of 200 Euros for every individual violation.

(21) The Principal shall be obliged to perform loading of the shipment within the time defined in the Order. If the loading is not performed on time, the Principal will delay. In case of the Principal's delay with performance of the loading, the Principal shall be obliged to pay to the Forwarder a contractual penalty in the amount of 50 Euros for each starting hour of the delay. In case of cancellation of the Transport by the Principal in the time period less than 24 hours before the term of the loading specified in the Order, the Principal shall be obliged to pay to the Forwarder a contractual penalty in the amount of the agreed price for arranging the Transport.

(22) The Principal undertakes not to contact any third party through that the Forwarder carries out the Transport beyond the obligations arising from the Contract of Forwarding, unless this contact of the transportation provider with the Customer or the Principal was justified by the already existing contractual relationship. The Principal undertakes to protect the interests of the Forwarder as well as all the parties interested in the Transport and to keep trade secrets. For infringement of the aforementioned obligations in this paragraph, a contractual penalty in the amount of four times the remuneration agreed for the Transport arrangement shall be imposed to the Principal.

(23) In the case of the calculation and claims of the contractual penalty to the Principal, a Forwarder's claim for possible insurance remains unaffected. By setting up a claim for any contractual penalty agreed in within the Contract of Forwarding (and hence these GCTC of Forwarder), the Forwarder's right to claim damage compensation, that exceeds the invoiced amount of the contractual penalty, remains unaffected.

(24) In case of any obligations of the Principal according to the Contract of Forwarding, thus also these GCTC of the Forwarder, which is secured by a contractual penalty, the Forwarder shall be also obliged to set up only a claim for damage compensation against the Principal without concurrent claim for contractual penalty. Solely the Forwarder shall be entitled to choose if it/he will apply a claim for the contractual penalty in accordance with the Article III paragraph 23 hereof, or it will claim for damage compensation.

(25) 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 if 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.

(26) The Principal is not entitled to ask for reimbursement of quantified damage, which results from the infringement of an obligation under the Contract of Forwarding, namely extending one fifth of the price agreed for the Transport arrangement. The Principal is not entitled to ask for reimbursement of quantified damage extending one-fifth of the price agreed for the Transport arrangement, nor during the cumulation of multiple claims arising from this Contract.

(27) Besides the agreed amount of remuneration the Forwarder has the right to cover also necessary and useful costs needed to fulfil the Forwarder's obligations. The agreed amount of the remuneration does not include parking fee during the loading, customs clearance,

unloading, alternatively taxes, duties or other costs that are not directly related to the Transport, unless the Contracting parties expressly agree otherwise.

(28) The Forwarder shall be entitled to get the remuneration after managing the Transport arrangement by conclusions of the necessary contracts with carriers, or inter-forwarders, and after sending a report to the Principal.

(29) As per the Contract, to secure the Forwarder's claims, the Forwarder has lien on the shipment until it/he can handle with it. If there are several liens on the shipment, the Forwarder's lien takes precedence over liens incurred before.

(30) The Principal shall be obliged to pay the agreed remuneration for the Transport arrangement upon invoice issued by the Forwarder and delivered to the Principal. The Forwarder's invoice for the Transport arrangement shall be payable within 30 days after receipt of invoice by the Principal, unless the Principal and the Forwarder agree about the invoice maturity date otherwise.

(31) The Forwarder is not responsible for the destruction, loss or damage to the shipment when the destruction, loss or damage to the shipment is resulting from the inherent defect, quality or nature of the shipment.

(32) The Principal declares that for all the claims against the Principal 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 Forwarding the Principal is not allowed to postpone its/his claims against the Forwarder to a third party.

(2) Any possible disputes arising between the Contracting Parties in connection with the concluded Contract of Forwarding 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 Forwarding including relations connected to the Contract of Forwarding 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](http://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, that in accordance with the Article I paragraph 12 hereof, transport which shall be arranged by the Forwarder for the Principal carry out by the Forwarder on its own and simultaneously it will be the 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 Forwarder shall be issued in Slovak language and English language, whereas both language versions are legally equivalent. In case of any uncertainty and ambiguity, or a contradictory interpretation of the provisions of the GCTC of Forwarder in the Slovak language and English language, business-contractual relations between the Principal and the Forwarder shall be governed by the GCTC version of the Forwarder in the Slovak language.

(6) These update GCTC of Forwarder 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 Forwarder.