

## **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.

(9) 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.

(10) 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.

(11) 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) When carrying out the transport, the Carrier is obliged to follow the instructions of the Consigner as well as to receive the detailed instructions from the Consigner regarding the manner, type and route of the shipment and the determination of the shipment recipient. If the Carrier has not received the necessary instructions from the Consigner, he/she is obliged to request their completion. In case of danger of delay, the Carrier is obliged to proceed in the transport, even without these instructions, so that the interests of the Order Party are protected as much as possible.

(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 is obliged to immediately notify the Consigner of the risk of damage, of the danger of delay in transport, as well as of other circumstances affecting the proper performance of the Transport Contract by the Carrier. In case of damage, the Carrier is obliged to take the necessary measures and take the necessary professional care to minimize the damage and inform the Consigner without delay. The Carrier is also obliged to inform the Consigner about the loading, clearance and unloading of the shipment. Upon completion of the unloading of the shipment, the Carrier notifies the Consigner within one hour of its completion. If any problems arise during unloading of the shipment, the Carrier is obliged to inform the Consigner without delay. Furthermore, at the request of the Sender, the Carrier is obliged to fully and truthfully provide the Consigner with information on the performance of the contract, in particular where the shipment is located at the moment. If the contact persons of the Consigner (the so-called managing person) are listed in the header of the Transport Contract, the Carrier shall provide the Consigner with the information referred to in this paragraph (including by telephone). If the Consigner is in danger of any damage, the Carrier is obliged to provide the Consigner with a telephone contact immediately of the driver who carries out the transport for the Carrier. At any time during the transport of the shipment, the Carrier is obliged to provide the Consigner with a telephone contact of the driver who carries out the transport to ensure that the driver of the Carrier is available at all times during the entire transport. In case of breach of any of the above-mentioned obligations, the Carrier shall be obliged to pay a contractual penalty in the amount of EUR 200 for each individual breach.

(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 is responsible for the satisfactory technical condition of the vehicle, including the loading area and undamaged sheet, as well as for the obligatory equipment of the vehicle crew and their use (safety helmet, goggles, work gloves, work shoes). The Carrier is also responsible for ensuring that the transport is performed only by persons with the necessary professional competence. The Carrier is obliged to ensure that the vehicle by which the shipment is carried out is equipped with a monitoring device or other means of communication active on the entire route of the shipment agreed in the Transport Contract.

In case of breach of any of the above-mentioned obligations, the Carrier shall be obliged to pay a contractual penalty in the amount of EUR 200 for each individual breach.

(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.

(21) The agreed transport price also includes waiting for loading or unloading of up to 24 hours. The specified time is extended by public holidays and weekends starting during the above- mentioned 24-hour waiting time for loading or unloading. The Carrier is not entitled to claim compensation of the quantified damages for waiting in the amount of more than one tenth of the price for the agreed transport. If the Carrier does not stay at the place of loading or unloading for the period specified in this clause of the General Terms and Conditions, all the costs of the Consigner incurred in securing another vehicle shall be charged to the Carrier and the he/she is obliged to fully reimburse the Consigner for any additional costs. At the same time, the Carrier is obliged to pay a contractual penalty in the amount of 1/5 of the total agreed price of the transport for breach of any of the above-mentioned obligations.

(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: ERFOLG s.r.o., Továrenská 6, 071 01 Michalovce.

(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 is obliged to respect the minimum wage of the driver who, as an employee of the Carrier, carries out the transport in accordance with the Minimum Wage Act in force in the Federal Republic of Germany (Gesetz zur Regelung eines allgemeinen Mindestlohns (Mindestlohngesetz - MiLoG)) (hereinafter referred to as the "Minimum Wage Act MiLoG"), in accordance with the Minimum Wage Act in force in the France (Loi Macron) (hereinafter referred to as the "Minimum Wage Act Loi Macron") and the Minimum Wage Act in force in Austria (Lohn und Sozialdumping-Bekämpfungsgesetz: LSD-BG) (hereinafter referred to as the "Minimum Wage Act LSD-BG"). The Carrier is also obliged to properly and timely comply with all his/her reporting obligations and obligations related to the production and provision of the relevant documentation to the competent authorities of the Federal Republic of Germany,



as well as any other obligations arising from the applicable version of the Minimum Wage Act MiLoG. Likewise, the Carrier is obliged to properly and timely fulfil all his/her obligations under the applicable Minimum Wage Act Loi Macron and the Minimum Wage Act LSD-BG, where applicable. The Carrier declares that he/she is aware of the currently valid and effective wording of the Minimum Wage Act MiLoG, the Minimum Wage Act Loi Macron and the Minimum Wage Act LSD-BG, and he/she undertakes to comply with them. The Carrier is obliged to prove the fulfilment of the above-mentioned obligations under this clause of the General Terms and Conditions of the Consigner at the request of the Consigner at any time. In case that any breach of the obligations of the Carrier under these General Terms and Conditions of the Consigner result in any sanction or implied liability for damage, the Carrier is solely responsible for it and the Carrier shall pay the sanction imposed or compensatory damages in full. In case any claims of third parties arise or are set up against the Consigner, incurred due to the breach of the Carrier of the Minimum Wage Act MiLoG, the Minimum Wage Act Loi Macron or the Minimum Wage Act LSD-BG, the Carrier is obliged to satisfy such third party claims in their entirety on his/her own. The Carrier also has this obligation expressly against the claims of social insurance authorities, tax authorities as well as other authorities accountable for checking compliance with the laws in question. If the Carrier carries out the transport through a third party, another carrier (see Article III, clause 8 of these General Terms and Conditions of the Consigner), he/she is obliged to ensure and verify that this person properly and timely fulfils all his/her obligations under the Minimum Wage Act MiLoG, the Minimum Wage Act Loi Macron as well as the Minimum Wage Act LSD-BG, where applicable. If such third party fails to comply with any of its obligations under the Minimum Wage Act MiLoG, the Minimum Wage Act Loi Macron or the Minimum Wage Act LSD-BG, the Carrier is fully liable for any damage or sanctions imposed for such breach in full and the Carrier is obliged to pay any damage or sanctions imposed in their entirety. By using a third party to carry out the transport, the Carrier is not relieved of his/her responsibilities and obligations arising from the provisions of this clause in the General Terms and Conditions of the Consigner. The Contracting Parties agree that in case of a breach of any of the obligations specified in this clause in the General Terms and Conditions of the Consigner, the Consigner is entitled to charge the Carrier a contractual penalty in the amount of EUR 200 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.

(34) The Carrier undertakes not to disclose to the third party not involved in the performance of the Transport Contract any information on the content of the Transport Contract or its annexes or other documents or information relating to the fulfilment of the conditions of the Transport Contract. The Carrier is responsible for ensuring that his/her employees or contractors maintain confidentiality in accordance with the confidentiality obligation specified in this clause of the General Terms and Conditions of the Consigner. In case of breach of confidentiality obligation, the Consigner is entitled to charge the Carrier a contractual penalty in the amount of EUR 1,000 for each individual breach.

(35) The Carrier undertakes to always defend the reputation of the Consigner by his/her actions. If the Carrier arranges for the transport of the shipment through a third party, he/she undertakes to respect the agreed payment terms with respect to the third party in order to preserve his/her own reputation as well as that of the Consigner. If the Carrier is late in paying the price of the transport to a third party, the Consigner is entitled to purchase this third party claim and include it in the claim of the Carrier. The Contracting Parties agree that in case of a breach of any of the obligations specified in this clause in the General Terms and Conditions of the Consigner, the Consigner is entitled to charge the Carrier a contractual penalty in the amount of EUR 200 for each individual breach.

(36) If the Consigner notifies the Carrier of the obligation of the Carrier to book the unloading date via the portal (the time window management system), the Carrier is obliged to book the

time and arrive at the specified time at the unloading place. If the Carrier arrives at the unloading place at another time and loses the opportunity to park the vehicle (the time window expires), the Consigner is not responsible for any damage incurred by the Carrier. The claim of the Consigner under clause (12) of these General Terms and Conditions of the Consigner are not affected by this provision.

(2) The ordering Party is entitled to unilaterally include all already received performance for the payment of the liabilities of the Carrier, regardless of the fact for which invoice the Ordering Party has received them. By this, the Carrier grants his/her consent to the unilateral inclusion by the Ordering Party also in cases of mutual claims arising from the contractual penalties and compensatory damages. The right of the Ordering Party to withdraw from the Transport Contract is not affected by this.

#### **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) The ordering Party is entitled to unilaterally include all already received performance for the payment of the liabilities of the Carrier, regardless of the fact for which invoice the Ordering Party has received them. By this, the Carrier grants his/her consent to the unilateral inclusion by the Ordering Party also in cases of mutual claims arising from the contractual penalties and compensatory damages. The right of the Ordering Party to withdraw from the Transport Contract is not affected by this.

(4) 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.

(5) The Contracting Parties agreed and declare that all disputes arising out of legal relationships under this Contract of Transport or legal relations related to this Contract, including all ancillary legal relations, claims for unjust enrichment, claims for damage compensation, disputes about validity, interpretation, termination of this Contract will be resolved

- a/ before the arbitrator, JUDr. Milan Vojtek, with its registered office in Jilemnického 30, 036 01 Martin, Slovak republic or before the other arbitrator or Permanent Court of Arbitration in a Member State of the European Union, which will be determined by the arbitrator JUDr. Milan Vojtek, with its registered office in Jilemnického 30, 036 01 Martin, Slovak republic, in procedure according Article 8, section 1 of the Arbitration Act (agreed method of appointing the arbitrator). The arbitration proceedings shall be in writing under Slovak law, pursuant to the Rules of Procedure of the Arbitration Court ARBITRÁŽ (in case of arbitration proceedings before the Arbitration Court), or pursuant to the Rules of Procedure of the arbitrator (in case of arbitration proceedings before the arbitrator), which are published on the website [www.arbitraz.sk](http://www.arbitraz.sk) and in case of commercial-legal disputes also in accordance with the principles of justice (Article 31, section 4 of the Arbitration Act).

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

In cases amended by the provisions of the Article 22a of the Arbitration Act, a proposal for a measure shall not be delivered to the counterparty. Any decision made by the arbitrator or Arbitration Court shall be taken by the Contracting Parties as final, binding and enforceable.

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

- i) if the Arbitration Submission Agreement is contained within mutual written communication of the Contracting Parties, or
  - ii) if it were concluded through electronic means, which enable to record legal act and person, who the legal act performed,
- b/ before a substantive and territorial competent court in the Slovak Republic. The competent court shall be the District Court Pezinok, Slovak Republic, in the event that according to the Act no. 97/1963 Coll. on international private and procedural law as later amended, according to the council regulation no. 44/2001 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters or according to the another legal norm, act or international treaty governing the jurisdiction of courts for disputes with a foreign element the Court of the Slovak Republic would not be competent.

The Parties agree that when the plaintiff brings an action for resolution of the dispute arising from this contract to the General Court, this fact is considered as a resolutive condition of the arbitration clause (section a/ of this article); provision of this sentence shall not apply, if before the laying of a complaint before the court, it was brought before the arbitrator in a case, in which this arbitration clause, in accordance with the internal rules of the arbitrator / Arbitration Court, established its jurisdiction.

(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.