

General Freight Conditions

ALINAT s.r.o.

seated at Cintorínska 2220/6, 075 01 Trebišov, Slovak Republic,
Business Identification No.: 53092791,
registered with Commercial Register of District Court Košice ,
section: Sro, insert no.: 61625/V
(hereinafter "the GFC")

Article I.

Introductory provisions

1. Terms and conditions of these GFC specify rights and duties of the contracting parties arising from the contract for the carriage of goods (hereinafter "the contract of carriage"), concluded between ALINAT s. r. o. (hereinafter "ALINAT" or "the Sender") with natural persons, legal entities or other legal subjects, which are entrepreneurs (hereinafter "the Carrier").
2. Term ALINAT shall mean and contractual relation with the Carrier shall be concluded with the company ALINAT s. r. o., seated at Cintorínska 2220/6, 075 01 Trebišov, Slovak Republic, Business Identification No.: 53092791, registered with Commercial Register of District Court Košice, section:Sro, insert no.: 61625/V.
3. Term Carrier shall mean any legal subject that is also an entrepreneur which concluded the contract of carriage with ALINAT, while possessing the authorization to perform business activities related to the subject of the concluded contract of carriage.
4. Term Consignee shall mean any legal subject that addressed the order to the Sender, for the purpose of procuring the shipment.
5. Term third party shall mean any natural or legal person other than the Sender and Carrier, while such person shall possess the authorization to perform business activities related to the subject of the concluded contract of carriage.
6. Term price for transport shall mean price, which has been agreed upon by contract parties beforehand transporting the shipment, whereas agreed price for transport is determined in accordance with these GFC.
7. Under the contract of carriage, the Carrier undertakes to the Sender to transport the shipment from a certain place (designated place) to other specific place (place designated for delivery) and the Sender undertakes to pay him compensation (price for transport).

8. These GFC of the Sender forms an integral part of the contract of carriage concluded between the Carrier and the Sender (hereinafter "the Contracting Parties"). Deviating provisions of the contract of carriage take precedence over provisions of these GFC. Any deviations from these GFC must be agreed between the parties in writing, otherwise they are invalid.

9. Legal relations established by the contract of carriage shall be governed by Convention on the contract for the international carriage of goods by road (Decree of the Minister of Foreign Affairs No. 11/1975 Coll., hereinafter "the CMR Convention"), if they fall within the scope of application under Article 1 (1) to (4) of the CMR Convention, by these GFC of the Sender and subsidiarily by Act No. 513/1991 Coll. Commercial Code, as amended (hereinafter "the Commercial Code") and Act No. 40/1964 Coll. Civil Code, as amended (hereinafter "the Civil Code"). Legal regulations valid and effective in the territory of the Slovak Republic shall apply to all legal relationships between the Sender and the Carrier.

10. Carrier shall become acquainted with these GFC of the Sender before conclusion of the contract of carriage. These GFC of the Sender apply to all contractual relationships between the Carrier and the Sender, related to the transport of the shipment, from the moment of concluding the contract of carriage until the moment of fulfilment of all obligations arising for the Contracting Parties from the concluded contract of carriage or otherwise relating to it. Pursuant to the provisions of Article II. the Sender sends these GFC to the Carrier together with the transport order. The Carrier is obliged to confirm receipt of the transport order to the Sender by a confirmation e-mail. Consent to these GFC of the Sender is also made by the Carrier by fulfilling the contract of carriage itself.

11. The Carrier's terms and conditions of the business apply only if the Sender has expressly, in writing, accepted in the contract of carriage that the Carrier's terms and conditions of the business take precedence over the GFC of the Sender. Otherwise, the GFC of the Sender take precedence over the wording of the Carrier's terms and conditions of the business.

12. The Sender is entitled to continuously update or change its GFC. All changes, amendments or the consolidated version of the updated GFC of the Sender will always be issued by the Sender in a written form and published in an appropriate manner on its website.

13. In case of invalidity of any provision of the Sender's GFC or of the contract of carriage, the invalidity does not affect their other provisions. The Contracting Parties shall replace the invalid provision of the Sender's GFC or of the contract of carriage with a new provision that is as close as possible to the intention of the Contracting Parties agreed upon when concluding the contract of carriage.

14. If these GFC of the Sender require a written form for a certain act, this is considered to be complied with even if the act is done in an electronic form, as long as the contract of carriage, alternatively these GFC, do not explicitly require an exclusively written form of a specific act.

Article II.

Transport order and conclusion of the contract of carriage

1. Contracting Parties conclude the contract of carriage based on the Transport Order made by the Sender and its acceptance by the Carrier.

2. Transport Order shall mean a unilateral legal act of the Sender directed towards the Carrier with the aim of carrying out carriage of the shipment by the Carrier. The accepted order is considered a proposal of the contract of carriage. Sender delivers these GFC to the Carrier together with the transportation order.

3. The Sender sends the Transport Order to the Carrier by e-mail or fax and the order contains the following information:

- a) identification of the Sender, including identification of the person authorized to negotiate the shipment,
- b) specification of the shipment, the transport of which the Carrier is to carry out (indication of the type, its size and weight),
- c) place of pick-up (loading) of the shipment,
- d) date of pick-up (loading) of the shipment,
- e) place designated for delivery (unloading),
- f) date designated for delivery (unloading),
- g) price for transport,
- h) the Sender's special requirements regarding carriage of the shipment, if any,

4. Proposal of the contract ("the Transport Order") is considered duly accepted if the Carrier confirms the order by email, or alternatively confirms the CMR consignment note or waybill. Thus, the Carrier is obliged to confirm the acceptance of the order to the Sender by a confirmation email. However, the contract of carriage is considered concluded even if the Carrier does not confirm the order by e-mail, in writing, by confirming the CMR consignment note or waybill, but after delivery of the Transport Order made by the Sender, performs actions aimed at carrying out the transportation in accordance with the Transport Order delivered by the Sender. In the event of a breach of the Carrier's obligation to confirm the Sender's acceptance of the Transport Order by any of the above methods, the Carrier is obliged to pay the Sender a contractual penalty in the amount of 10% of the agreed price for transport. The Sender is entitled to unilaterally offset the contractual penalty according to this provision against the Carrier's claims, including claims before the due date, especially against the agreed price for transport.

5. The person accepting the order declares that he/she/it is duly entitled, authorized or empowered by an authorized person to conclude the contract of carriage. In case the previous declaration is incorrect, the person accepting the order is responsible for all potential damages that arose due to the invalid conclusion of this contract or invalidly agreed contractual terms based on this proposal. The person specified in the previous sentence also declares that if the Carrier, on whose behalf he/she/it acts, does not pay the monetary obligations arising from the accepted GFC of the Sender, he/she/it will pay it as a guarantor.

6. After accepting the transport order, or upon completion of the above-mentioned actions, the contract of carriage is considered to have been properly concluded and the Carrier undertakes to perform the ordered transport for the Sender in accordance with the agreed conditions. When accepting the order, the Carrier is obliged to act judiciously and to confirm to the Sender that he/she/it will be able to comply with all its required conditions, especially the date and time of loading and unloading of the shipment.

7. If the Carrier has confirmed the proposal of the contract of carriage, but with written reservations, additions, restrictions or other changes, such proposal shall be considered a rejection of the original proposal and is considered a new proposal of the contract of carriage from the Carrier to the Sender. The contract of carriage shall be concluded only upon unconditional acceptance of the new proposal by the Sender.

8. The Contracting Parties are bound by the concluded contract of carriage and are not entitled to terminate it unilaterally, unless the contract of carriage, these GFC of the Sender or a generally binding legal regulations stipulate otherwise. Potential changes or amendments to the concluded contract of carriage can only be made in writing, in the form of numbered amendments, signed by both, the Sender and the Carrier.

9. Waybill or CMR consignment note represent a proof of conclusion of the contract of carriage. The consignment note is executed in three counterparts, which must contain the stamp and signature of both, the Sender and the Carrier. One counterpart of the consignment note is for the Sender, one for the Carrier and one accompanies the shipment during transportation. If the consignment note is missing, has deficiencies, or is lost, this does not in any way affect the existence or validity of the concluded contract of carriage.

Article III.

Rights and duties of the Contracting Parties

1. The Carrier shall:
 - a. transport the shipment from agreed place (designated place) to a certain other place (destination) with professional care, in particular to ensure the safe transport of the

shipment so that it is not damaged or lost, including things taken over in connection with the contract of carriage and with the shipment itself,

b. transport the shipment via land roads that form the road network according to a special regulation, and the Carrier is also obliged to park exclusively in safe, guarded parking lots reserved for this purpose, as well as to carry out the transport through third parties, whose selection will be carried out with professional care, while the transport is also authorized to be carried out by means of another type of transport, in particular by air or rail, in which case the Carrier is liable to the extent that the Carrier would be liable for a type of transport other than road, in accordance with special regulations, and if there are no special regulations, then according to the provisions of the CMR Convention,

c. transport the shipment by a suitable means of transport, which has a satisfactory technical condition in accordance with special regulations (technical control (STK), emission control according to the special regulation and the like), including the loading area and an undamaged tarp, while the Carrier is also responsible for the mandatory equipment of the vehicle crew and its use (safety helmet, protective glasses, work gloves, work shoes), while the Carrier shall also have valid liability insurance for damage incurred during performance of the contract of carriage, and that the insurance value in the case of transport by a vehicle with a total weight of up to 3.5 tons is at least EUR 33,000, in the case of transport by the vehicle with a total weight of up to 7.5 tons is at least EUR 75,000, and in the case of transport by the vehicle with a total weight of 40 tons, is at least EUR 150,000, and at the same time the insurance value of the Carrier's valid insurance is always at least the amount of the actual value of the transported shipment during the given transportation,

d. in case of non-fulfilment of the obligation of the minimum amount of insurance coverage as agreed in the previous paragraph c., pay a contractual penalty in the amount of the difference between the amount of insurance coverage that the Carrier has committed to and the amount of actual insurance coverage for which it/he/she has a valid insurance policies, while the application of this contractual penalty does not affect the right to claim damages, and the Carrier expressly agrees with a unilateral offsetting of the contractual penalty by the Sender according to this provision against the claims of the Carrier,

e. have valid and effective insurance policies that do not expire earlier than on the day of proper completion of the shipment transport in accordance with the provisions of the contract of carriage and these GFC,

f. send a copy of the insurance policy to the Sender at its request via email or fax; the Carrier is liable for validity of all necessary transport permits, as well as other necessary documents required for the carriage;

g. transport the shipment using only person with sufficient professional competence,

h. follow the Sender's instructions, and if the Sender has not provided instructions, to request the additional instructions,

i. carry out loading at the designated place and at the agreed time, while the Carrier shall also check whether the waybill or the CMR consignment note contains all mandatory data, as well as having the waybill or CMR consignment note (applicable

for international transport) or record of the operation of the truck (vehicle performance record) or other transport document confirmed during loading, as well as to check the quantity and weight of the shipment, its marking, the intactness of the package, the apparent condition of the shipment during loading and the method of its storage,

j. load the transported shipment at the designated place and at the agreed time, while in case of violation of this contractual obligation, the Carrier shall pay a contractual penalty, which is set at the amount of EUR 50 for every hour of delay in loading; however, not exceeding three times of the total value of the transportation, whereas the application of this contractual penalty does not affect the right to claim for damages, while the Sender is entitled to unilaterally offset the contractual penalty according to this provision against the claims of the Carrier, including claims before the due date, especially against the agreed price for transport,

k. unload the transported shipment at the agreed destination and at the agreed time, while in case of violation of this contractual obligation, the Carrier shall pay a contractual penalty in the amount of EUR 50 for each hour of delay with unloading the transported shipment, whereas the application of this contractual penalty does not affect the right to claim for damages, while the Sender is entitled to unilaterally offset the contractual penalty according to this provision against the claims of the Carrier, including claims before the due date, especially against the agreed price for transport,

l. ensure compliance of the data contained in the accompanying documents related to the transported shipment with the actual state of the loaded or transported shipment (its quantity, actual weight, etc.) and at the same time shall ensure compliance with the actual condition of the loaded or transported shipment (its quantity, weight, marking, etc.) with identification of the shipment specified in the contract of carriage, or in an accepted order,

m. immediately notify the Sender (notification duty), in particular about:

1) identified discrepancy between the actual state of the loaded, or of the transported shipment, as well as about the discrepancy in the data relating to the loaded, or to the transported shipment in the accompanying documents related to the transported shipment, or in the contract of carriage, or accepted order,

2) damage to the transported shipment, as well as the risk of damage to the shipment,

3) all relevant circumstances preventing the Carrier from properly carrying out the carriage, including the possible risk of delay in the carriage,

4) docking the Carrier's vehicle for loading, immediately after loading, as well as about the exact time of loading,

5) the actual loaded weight of the transported shipment,

6) registration (plate) number of the vehicle that will carry out the transport,

7) the current status of the shipment (at request of the Sender), in particular about the current location of the shipment,

8) inappropriateness of storing the shipment on the vehicle and making a written reservation in the waybill, or in the CMR consignment note. During loading, the Carrier is obliged to have available the securing materials necessary to secure the load on the vehicle (non-slip mats, protective corners, a sufficient number of straps, and the like) and to secure the transported load in accordance with the relevant safety regulations,

9) accident, events of force majeure or seizure of the Carrier's vehicle or other obstacle preventing the proper execution of the carriage, and about the need for the Carrier to provide a replacement vehicle carrying out the transport of the shipment,

10) in the case of using a replacement vehicle, instead of the original vehicle transporting the shipment, about the registration (plate) number of the replacement vehicle, immediately after the need to use the replacement vehicle arises, or after using the replacement vehicle,

11) the unloading of the transported shipment, immediately after the unloading of the transported shipment, as well as about the exact time of unloading,

12) the force majeure events that prevent the Carrier from properly fulfilling its obligations under the contract of carriage, or from fulfilment of obligations under these GFC,

13) seizure of the shipment, immediately after the seizure,

n. in case of violation of the notification duty according to the previous paragraph m. of this Article, pay the Sender a contractual penalty in the amount of EUR 50 for each individual violation of the notification duty separately, while the application of this contractual penalty does not affect the right to claim for damages and the Carrier expressly agrees to the unilateral offsetting of the contractual penalty according to this provision by the Sender against any claim of the Carrier,

o. in case of violation of the notification duty according to the previous paragraph m., point 5), the Carrier undertakes to carry out the transport of the shipment despite the identified deficiencies, and to do so on its own liability for damages, loss or damage to the shipment, or on its own liability for the imposition of related sanctions (primarily sanctions for exceeding the maximum load weight); the above shall not apply if the Carrier makes the written reservation in accordance with paragraph m., point 8) in the waybill / consignment note together with a notification of making this reservation to the Sender,

p. submit to the Sender all documents proving execution of the carriage in electronic form, without delay, but no later than 3 days from the day when the shipment was handed over to the recipient, or from the end of the carriage. These documents are mainly: waybill, or CMR consignment note, record of operation of the freight transport vehicle (vehicle performance record), thermograph printout (if the goods were transported in a way that required compliance with a specific temperature during transport), delivery notes for the shipment, pallet slips, copies of shipping charges, weight note, or other proof of delivery of the shipment in an intact state to the recipient. For the purposes of this provision, electronic form means a photocopy or scan of the relevant document, which is made in an adequate quality so that it is readable. Submission to the Sender for the purpose of this provision means the delivery of the relevant photocopy of the delivered document to the Sender's electronic mailbox, without mistakes in writing, counting or other obvious inaccuracies. The Carrier shall send also the original copies of the documents under this provision by postal, courier or similar service, namely to the following address of the Sender: ALINAT s.r.o., Cintorínska 2220/6, 075 01 Trebišov, Slovak Republic. Documents according to this

provision are considered to have been delivered only when the original copies of the documents have been delivered to the Sender by postal service, courier or similar service, and in adequate quality so that the delivered documents are readable, without obvious mistakes in writing, counting or other obvious inaccuracies. In case of delivery of documents containing mistakes in writing, counting, or other obvious inaccuracies, the procedure according to Article III, paragraph 4., letter a) of these GFC shall apply. In the event of a breach of the contractual obligation under this provision - specifically, obligation to deliver documents evidencing the execution of the carriage in electronic form without delay, but no later than 3 days from the date of delivery of the shipment to the recipient, the Carrier undertakes to pay the Sender a contractual penalty, which is set in the amount EUR 30 for each day of delay in fulfilling this obligation, while the application of this contractual penalty does not affect the right to claim for damages, while the Sender is entitled to unilaterally offset the contractual penalty according to this provision against the claims of the Carrier, including claims before the due date, especially against the agreed price for transport,

q. after the transport has been properly carried out, the Carrier undertakes, in accordance with the article above, to send to the Sender, together with these documents, an invoice and a confirmed transport order to the address: ALINAT s. r. o., Cintorínska 2220/6, 07 501 Trebišov, Slovak Republic,

r. comply with the minimum wage of a driver who, as an employee of the Carrier, carries out transport in accordance with the Minimum Wage Act applicable in the Federal Republic of Germany (Gesetz zur Regelung eines allgemeinen Mindestlohns (Mindestlohngesetz - MiLoG) (hereinafter "the MiLoG Minimum Wage Act") and in accordance with the Minimum Wage Act applicable in the French Republic (Loi Macron) (hereinafter "the Loi Macron Minimum Wage Act"). The Carrier is also obliged to properly and timely fulfil all its reporting obligations and obligations in the field of creating and providing relevant documentation to the competent authorities of the Federal Republic of Germany, as well as all other obligations arising from the valid wording of the MiLoG Minimum Wage Act. Likewise, the Carrier is obliged to properly and timely fulfil all its obligations arising from the valid Loi Macron Minimum Wage Act, if applicable. The Carrier declares that it is familiar with the currently valid and effective wording of the MiLoG Minimum Wage Act and the Loi Macron Minimum Wage Act and undertakes to comply with them. The Carrier is obliged to sufficiently demonstrate the fulfilment of the stated obligations in terms of this point of the Sender's GFC, at the request of the Sender at any time. In the event that a breach of the Carrier's obligations under this point of the Sender's GFC results in the imposition of any penalty or inferred liability for damage, the Carrier shall be solely liable for it in full, and the latter shall be obliged to pay the imposed penalty or compensation in full. In the event that any claims of third parties against the Sender arise or are asserted due to a breach of the MiLoG Minimum Wage Act or the Loi Macron Minimum Wage Act on the part of the Carrier, the Carrier is obliged to satisfy these third-party claims on its own and in their entirety. The Carrier also has this obligation explicitly against the claims of social insurance authorities, financial authorities, as well as other authorities competent to control compliance with the relevant laws. In the event that the Carrier carries out

transportation through a third party, another carrier (see Article III, point 9. of these GFC of the Sender), the Carrier is obliged to ensure and verify that this person properly and timely fulfils all its obligations arising from the MiLoG Minimum Wage Act, as well as obligations from the Loi Macron Minimum Wage Act, if applicable. If this third party fails to fulfil any of the obligations arising from the MiLoG Minimum Wage Act or the Loi Macron Minimum Wage Act, the Carrier is fully liable for any damage or imposed sanctions due to this violation, who shall compensate any potential damage or imposed sanctions in full. By using a third party to carry out the carriage, the Carrier in no way relieves itself of the liability and obligations arising from the provisions of this point of the Sender's GFC,

s. in the event of an accident or seizure of the Carrier's vehicle or other obstacle preventing the proper execution of the carriage, or its completion with the agreed vehicle, immediately and at its own expense, secure another vehicle of similar parameters, at the Carrier's expense,

t. before confirming the transport order, carefully consider the possibilities of carrying it out in accordance with the terms required by the Sender and thus confirm to the Sender the execution of only such transportation in which the Carrier will be able to comply with all its required conditions, in particular the date and time of loading and unloading of the goods. In the event that, after conclusion of the contract with the Sender, the Carrier notifies the Sender that it will not be able to carry out the said transport according to the required conditions (regardless of whether the transport has already started), the Sender is entitled to ensure the transport of such a shipment through a third party. In such a case, the Carrier undertakes to pay the Sender a contractual penalty, in the amount determined as the sum of the costs incurred by the Sender to ensure the shipment's transportation through a third party, increased by 20% of the agreed price for transport, even beyond the agreed amount of the price for transport with the Carrier, while the application of this contractual penalty does not affect the right to claim for damages. The Sender is entitled to unilaterally offset the contractual penalty according to this provision against the claims of the Carrier, including claims before the due date.

2. The Carrier shall not:

a. invoice, in addition to the agreed price for transport, the costs of waiting, caused as a result of non-compliance with the loading and unloading time of the shipment on the part of the Carrier,

b. contact the Sender's customer, only if this contact of the carrier with the customer would be justified by an already existing contractual relationship,

c. detain the transported shipment, not even for the purpose of securing the Carrier's claim against the Sender from the contract of carriage; detention of the shipment means also such intentional or grossly negligent actions of the Carrier, as a result of which the delivery time of the shipment will be exceeded, despite the fact that it would not have been exceeded in the event that the Carrier does not detain it. The Contracting Parties have agreed and acknowledge that the Carrier's breach of this obligation is, in accordance with Article 29 of the CMR Convention, considered to be

wilful misconduct and the Sender may, as a result of such breach, demand from the Carrier the full amount of the damage caused to him in accordance with the provisions of the CMR Convention and, at the same time, in case of breach of this contractual obligation, the Carrier undertakes to pay a contractual penalty which is set at the amount of EUR 100 for each started hour of unauthorized detention of the shipment, while the application of this contractual penalty does not affect the right to claim for damages. whereas the Sender is entitled to unilaterally offset the contractual penalty according to this provision against the Carrier's claims, including claims before the due date, especially against the agreed price for transport,

d. use the shipment, nor to allow a third party to use it,

e. without the prior written consent of the Sender, transport the shipment together with other cargo, while without prior written consent the shipment may not be transhipped or unloaded or loaded onto a vehicle other than the vehicle agreed by the contracting parties to carry out the shipment, unless it is a spare / replacement vehicle provided by the Carrier in accordance with paragraph 1., letter s.; the Contracting Parties have agreed and take note that the Carrier's breach of this obligation is, in accordance with Article 29 of the CMR Convention, considered to be wilful misconduct and the Sender may, as a result of such breach, demand from the Carrier the full amount of damage caused to the Sender and, at the same time, in case of violation of this contractual obligation, the Carrier undertakes to pay a contractual penalty, which is set at the maximum amount of 25% of the value of the transportation, while the application of this contractual penalty does not affect the right to claim for damages, and the Sender is entitled to unilaterally offset the contractual penalty according to this provision against the claims of the Carrier, including against claims before the due date, especially against the agreed price for transport,

f. without the prior written consent of the Sender, unload the shipment at any other place (including external warehouses, etc.) than the unloading place/destination specified in the transport order, even if the shipment cannot be unloaded at the destination at the given time; the Contracting Parties have agreed and take note that the Carrier's breach of this obligation is, in accordance with Article 29 of the CMR Convention, considered to be wilful misconduct, and the Sender may, as a result of such breach, demand from the Carrier the full amount of the damage caused to the Carrier and, at the same time, in the event of a breach of this contractual obligation, the Carrier undertakes to pay a contractual penalty, which is set at the maximum amount of 25% of the value of the transportation, while the application of this contractual penalty does not affect the right to claim or damages, and the Sender is entitled to unilaterally offset the contractual penalty according to this provision against claims of the Carrier, including against claims before the due date, especially against the agreed price for transport,

3. The Sender shall:

a. pay the Carrier the agreed price for transport, while the agreed price for transport includes all ancillary fees, the expenditure of which is necessary for the proper execution of the carriage, but the agreed price for transport does not include the costs

caused by the Carrier's delay in loading and unloading the shipment, which the Carrier is not entitled to claim from the Sender,

b. pay the agreed price for transport to the Carrier for the completed carriage, due within 60 days from the date of delivery of the invoices and original documents according to paragraph 1., letter p. and q. of this Article by post/courier,

4. The Sender is entitled to:

a. in case of incorrect delivery or non-delivery of transport documents, as well as in the event that the invoice delivered by the Carrier or the documents delivered by the Carrier pursuant to Article III., paragraph 1., letter p. and q. of these GFC contain mistakes in writing, counting or other obvious inaccuracies or incorrect data, postpone the due date of invoices within 90 days from the date of proper delivery of invoices and original documents according to paragraph 1., letter p. of this Article by post/courier,

b. in case of incorrect delivery of transport documents, or the need to correct errors and obvious inaccuracies in these documents, as well as in the case of delivery of an invoice by the Carrier that contains mistakes in writing, counting or other obvious inaccuracies, inform the Carrier of the said deficiencies, while the Sender is also entitled not to pay the price for transport to the Carrier, as well as other costs, until the moment of proper delivery of the transport documents in accordance with Article III., point 1., letter p., while the proper delivery of transport documents, respectively the proper delivery of the invoice, means the delivery of these documents in accordance with the terms of the contract, these GFC, within the specified periods and in reasonable quality, while the documents in question must be prepared without mistakes in writing, counting or other obvious inaccuracies,

c. after notification of the Carrier that the Carrier will not be able to carry out the said carriage in line with the required conditions, ensure the carriage of such a shipment through a third party. In such a case, the Carrier is obliged to pay the Sender a contractual penalty according to Article III., paragraph 1., letter t. of these GFC.

5. The Carrier shall follow the instructions of the Sender when carrying out the transport. If the Carrier has not received the necessary instructions from the Sender, the Carrier is obliged to request their completion. If there is a risk of delay, the Carrier shall continue the transport even without these instructions so that the interests of the Sender are protected as much as possible.

6. In the event of damage to the shipment, this damage will be liquidated preferentially from the Carrier's insurance, in the full amount, in which the damage actually occurred, including liability for damage beyond the limit determined by the CMR Convention.

7. The Carrier is liable for damage to the shipment in accordance with the provisions of the CMR Convention and for transports that are not governed by the provisions of this CMR Convention, according to the provisions of the Commercial Code and other related legislation of the Slovak Republic. In the event that, as a result of the Carrier's breach of obligations set forth in the Sender's GFC, sanctions, damages, or other

penalties are imposed on the Sender by the Sender's customer or other third parties, including state authorities and public administration bodies, the Carrier undertakes to compensate such penalty/sanctions or damages to the Sender.

8. In the event of a breach of any of the Carrier's obligations, which in terms of the contract of carriage and also of these GFC of the Sender, is secured by a contractual penalty, the Sender is entitled to claim damages against the Carrier, without simultaneous claim for a contractual penalty, unless the CMR Convention provides otherwise. The possibility of choosing whether the Sender claims against the Carrier for the payment of a contractual penalty or claims for damages belongs exclusively to the Sender, unless the CMR Convention provides otherwise.

9. Contractual penalty, or claims for damages, unless the CMR Convention provides for an alternative exercise of claims for damages, are due on the day following the day of its claim toward the other contracting party. Contractual penalty or claim for damages must be exercised in writing so that it is clear from the claim what the contracting party is aiming for. The written form is considered to be complied with even if the act is done in electronic form. Contractual penalty or claim for damages is considered to have been exercised on the day following the day on which the contractual party, against whom the application is directed, had the possibility to become familiar with exercised claim for the contractual penalty, or claim for damages.

10. The Carrier is not entitled to claim compensation of calculated damages, the claim of which results from a breach of an obligation arising from a contract of carriage, or of these GFC, in the amount higher than one-fifth of the agreed price for transport. The Carrier is not entitled to claim compensation of calculated damages beyond one-fifth of the agreed price for transport, even in the case of the accumulation of several claims arising from the concluded contract of carriage, or of these GFC.

11. In the event that the waybill, or the CMR consignment note (or other document confirming execution of the carriage) contains any reservation, the due date of the price for transport is postponed until the reservation is resolved by the authorized person, unless the CMR Convention provides for an alternative way of asserting claims that results from reservations regarding the fulfilment of rights and obligations from the contract of carriage. The authorized person means, in particular, the Consignee of the shipment, as well as another person who suffered damage as a result of the Carrier's breach of obligations.

12. The Carrier acknowledges that the Sender carries out automated processing of the Carrier's identification data, including its payment data in its system used to manage individual shipments, as well as communication between individual Carriers and the Sender. The Carrier acknowledges the fact that part of the recorded data also includes information on the payment data (bank account number) of the Carrier, which the Sender registers in its system according to the data specified in the first invoice

delivered by the Carrier to the Sender. Therefore, the Sender subsequently makes all payments of invoices issued by the Carrier even for later transports for the Sender to this originally registered bank account number of the Carrier. If there is a change in the Carrier's payment data registered with the Sender on the basis of the first invoice, the Carrier undertakes to immediately notify the Sender of this change in writing, while the content of the aforementioned notification must include, in addition to the current payment data, the identification data of any invoices issued by the Carrier to the Sender, which were not yet due on the date of delivery of the notice under this provision. In case of non-delivery of notification by the Carrier to the Sender according to this paragraph, the Sender's obligation to pay the agreed price for transport to the Carrier is considered fulfilled even if the agreed price for transport is paid to the Carrier's bank account originally registered in the Sender's system based on earlier invoices.

13. The period of limitation for claims arising out of carriage shall be governed by Article 32 et seq. of the CMR Convention and by other related provisions of the CMR Convention.

Article IV. Communication of the Contracting Parties

1. The delivery of any documents under these GFC or in connection with the contract of carriage shall mean the delivery of the document by registered mail to the address of the addressee's seat indicated in the header of the contract of carriage or delivery by a courier to the relevant addressee. The date of delivery of the document is also considered to be the day on which the Contracting Party, which is the addressee, refuses to accept the delivered document, or on expiry date of the storage period for picking up the shipment, being delivered by the post to the Contracting Party, at the post office or on which a post office employee verifiably marks on the shipment delivered by the post a note "addressee unknown" or another note of a similar meaning, if at the same time such a note is based on the truth.

2. The delivery of written documents, unless excluded by the contract or these GFC, can also be made through e-mail communication, especially through the e-mail addresses indicated in identification of the Contracting Parties in the contract of carriage. The Contracting Parties acknowledge that a simple indication of the name and surname of the sender at the end of the electronic communication or an automatically attached specimen signature of the sender shall also represent an electronic signature. Provisions of Article 40 (4) and (5) of Act no. 40/1964 Coll. Civil Code shall apply as regards preservation of the written form of the legal act.

3. For the purpose of fulfilling the reporting obligation under Article III., paragraph 1., letter m., the fulfilment of the notification duty according to the said provision shall also

mean the notification of relevant facts via e-mail communication, via SMS, as well as via the WhatsApp platform.

Article V. Final provisions

1. The Contracting Parties shall try to solve primarily by extrajudicial means any disputes arising between the Carrier and the Sender from the concluded contract of carriage.

2. All legal relations established between the Contracting Parties, established based on the contract of carriage, including relations related to the concluded contract of carriage, are always governed by the legal regulations of the Slovak Republic and international treaties, which take precedence over the legal regulations of the Slovak Republic. Governing law is always Slovak.

3. The Contracting Parties agree and declare that all disputes arising from legal relations established on this contract of carriage or related to this contract, including all ancillary legal relations, claims for unjust enrichment, claims for damages, disputes concerning validity, interpretation or termination of this contract, will be settled, based on their agreement according to Article 31 (1) of the Convention by general courts in the Slovak Republic. Further, the Contracting Parties agreed that District Court Prešov will be the locally competent court on the territory of the Slovak Republic. Proceedings will be held in Slovak language.

4. These GFC of the Sender are executed in Slovak and English language with both language versions being legally equivalent. In case of discrepancies or conflicting interpretation of provisions of these GFC of the Sender in the Slovak and English language, commercial and contractual relations between the Sender and the Carrier are governed by the Slovak version.

5. These updated GFC of the Sender are valid from 01/01/2025. All changes and additions to these GFC of the Sender are valid on the day they are published and made available on the Sender's website.

In Trebišov, on 01/01/2025