

## **GENERAL FORWARDING/CARRIAGE TERMS AND CONDITIONS**

**of the joint stock company**

**Duslo, a.s.**

**valid from 01 December 2017**

### **Article I**

#### **Introductory Provisions**

1. These General Forwarding/Carriage Terms and Conditions (hereinafter referred to as the "GFTC/GCTC") regulate the relationship between the Principal/Consignor and the Freight Forwarder/Carrier in compliance with the generally binding legal regulations applicable in the Slovak Republic and apply to all Forwarding Contracts/Contracts of Carriage which the company Duslo, a.s. concludes as the Principal/Consignor with the other natural person or legal entity as the Freight Forwarder/Carrier in order to arrange the transport of the goods/transport the goods, provided that the Contracting Parties agree so.
2. In case of any conflict between the provisions of these GFTC/GCTC and the Forwarding Contract/Contract of Carriage these GFTC/GCTC form the part of, the provisions set forth in the Forwarding Contract/Contract of Carriage shall prevail.
3. The application of the general forwarding terms and conditions/general carriage terms and conditions of the other Contracting Party (hereinafter referred to as the "Freight Forwarder/Carrier") or of any other business terms and conditions is excluded, unless otherwise explicitly agreed by the Contracting Parties in writing.

### **Article II**

#### **Conclusion of the Forwarding Contract/Contract of Carriage**

1. The Forwarding Contract/Contract of Carriage shall be deemed to have been concluded on the date of delivery of the written confirmation of the Freight Forwarder/Carrier, stating that it accepts all of the conditions proposed by the Principal/Consignor in its written Order without any reservations. The delivered fax or email message shall be also deemed to be the written form.
2. The Principal/Consignor shall send the Freight Forwarder/Carrier the Order which shall be considered to be the draft Forwarding Contract/Contract of Carriage. These GFTC/GCTC shall form an integral part of the Order. The Order must contain at least the following data:
  - a) identification of the Principal/Consignor (business name, registered office, ID number, registration in the Business Register, VAT ID number, bank details, account number in IBAN form, identification, i.e. the degree, name, surname and function of the acting person)
  - b) identification of the Freight Forwarder/Carrier (business name or name, registered office or place of business, ID number, registration in the Business Register or other register, VAT ID number)
  - c) place of loading
  - d) date of loading
  - e) place of unloading
  - f) date of unloading
  - g) specification of the cargo (consignment) – identification of goods, hazard class according to ADR/RID/IMDG, UN-code, net weight, gross weight, packing
  - h) form of transport
  - i) price of performance
  - j) place of issue of the Order
  - k) date of issue of the Order
  - l) signature of the person acting on the part of the Principal/Consignor, stating his/her degree, name, surname, and function
  - m) space for other data regarding the Freight Forwarder/Carrier provided by the Freight Forwarder/Carrier (bank details, account number, IBAN, identification, i.e. the degree, name, surname and function of the acting person, and identification, i.e. the degree, name, surname, function, telephone number, fax number, and email address of the contact person. If the Freight Forwarder/Carrier is a natural person – entrepreneur, the permanent residence address and date of birth are to be stated as well)
  - n) space for confirmation of the Order by the Freight Forwarder/Carrier, stating the date of confirmation of the Order, degree, name, surname and function of the acting person).

The Order may contain also additional data, e.g. other requirements of the Principal/Consignor related to transport (time of loading, time of unloading, dimensions of pallets, number of pallets, type/kind of vehicle, driver's equipment, place where a driver has to report, etc.), comments of the Freight Forwarder/Carrier (space for stating the plate number, the driver's name and telephone number, etc.), the validity period, i.e. the period during which the Principal/Consignor is bound by the Order and within which the Freight Forwarder/Carrier may accept it, i.e. to send the confirmed counterpart thereof to the Freight Forwarder/Carrier, etc.

3. Unless otherwise stipulated by the Order sent to the Freight Forwarder/Carrier at least 3 business days before the required deadline/date of loading, the validity period shall be 2 business days; unless otherwise stipulated by the Order sent to the Freight Forwarder/Carrier later than 3 business days before the required deadline/date of loading (the so-called "extraordinary case"), the Freight Forwarder/Carrier is obliged to accept the Order by return, i.e. 24 hours before the required deadline/date of loading at the latest.
4. The Freight Forwarder/Carrier shall fill in the Order the required data and, if necessary, also additional data. If, at the time of confirmation of the Order the plate number, the driver's name or other necessary data that are to be stated by the Freight Forwarder/Carrier are not known, these data may be notified to the Principal/Consignor additionally, but no later than 1 business day before the day of loading of the consignment and in extraordinary cases on the day of loading at the latest.
5. If the counterpart of the Order confirmed by the Freight Forwarder/Carrier not containing any amendments, reservations, limitations or other changes having the nature of disagreement is delivered to the Principal/Consignor within the validity period, the Forwarding Contract/Contract of Carriage to which the provisions of these GFTC/GCTC apply shall be deemed to have been concluded between the Principal/Consignor and the Freight Forwarder/Carrier. If the counterpart of the Order confirmed by the Freight Forwarder/Carrier containing any amendments, reservations, limitations or other changes having the nature of disagreement is delivered to the Principal/Consignor within the validity period, the Forwarding Contract/Contract of Carriage between the Principal/Consignor and the Freight Forwarder/Carrier shall be deemed to have not been concluded and it shall be deemed to be the refusal of the Order – the proposal to conclude the Contract of the Principal/Consignor and to be the new proposal to conclude the Forwarding Contract/Contract of Carriage. In the case that the confirmed counterpart of the Order is not delivered to the Principal/Consignor within the validity period, it shall be deemed that the Freight Forwarder/Carrier has not accepted the Order of the Principal/Consignor, i.e. that the Forwarding Contract/Contract of Carriage between the Principal/Consignor and the Freight Forwarder/Carrier has not been concluded and the Principal/Consignor shall be no longer bound by its Order.
6. The Principal/Consignor is entitled to cancel the Order if the notice of cancellation is delivered to the Freight Forwarder/Carrier at least 24 hours before the date of loading. Until the Forwarding Contract/Contract of Carriage is concluded, the Principal/Consignor is entitled to revoke the Order provided that the revocation is delivered to the Freight Forwarder/Carrier before the Freight Forwarder/Carrier sends the acceptance of the Order. The Principal/Consignor is entitled to revoke the Order also before the validity period expires.

### **Article III**

#### **Rights and Obligations of the Contracting Parties**

1. The Freight Forwarder/Carrier is obliged:
  - 1.1 in exercising due diligence, to agree on the method and terms of transport/to carry out the transport that correspond to the Principal's interests the best, which ensue from the Order as well as from other orders/instructions of the Principal/Consignor, or are otherwise known to the Freight Forwarder/Carrier
  - 1.2 to arrange the transport of the consignment/carry out the transport of the consignment for the agreed price in a due and timely manner; if the Freight Forwarder/Carrier learns that it will not fulfil this obligation, it is obliged to notify the Principal/Consignor of this fact immediately, but no later than 2 business days before the day of loading of the consignment, or in extraordinary cases, on the day of loading of the consignment at the latest,
  - 1.3 within the Contract, to follow the instructions of the Principal/Consignor, and to inform the Principal/Consignor about any obvious incorrectness of the instructions
  - 1.4 to pick up the consignment on the basis of the Order in a due time
  - 1.5 to furnish the suitable and clean means of transport for the purpose of loading; otherwise the Principal/Consignor is entitled to refuse the loading without the Freight Forwarder/Carrier being entitled to claim any compensation of damage
  - 1.6 to ensure a continuous contact with a driver of the carrier through the mobile phone/GSM system and to inform the Principal/Consignor about important circumstances of the transport of the consignments, in particular about any delay of delivery of the consignment, and to inform the Principal/Consignor if the consignment is under the threat of damage, or about damage which has occurred to the consignment, as soon as it learns of it

- 1.7 at the request of the Principal/Consignor, to inform the Principal/Consignor about the movement of the consignment
- 1.8 no later than within the 25<sup>th</sup> day after the end of the month in which the goods were delivered, to deliver to the Principal/Consignor the CMR consignment note in which the acceptance of the goods in line 24 – “Goods accepted by” will be confirmed by the customer or by the person authorised by the customer (date, signature, stamp)
- 1.9 to bear any extra costs incurred by the Principal/Consignor by reason of a failure to arrange the consignment in a due and timely manner/a failure to carry out the transport of the consignment, or by reason of a failure to take over the consignment for the purpose of transport in the agreed time; in particular, it is obliged to pay the Principal/Consignor a difference between the price of transport agreed under the Contract and the increased price which the Principal/Consignor has paid to another freight forwarder/carrier; to fully compensate the Principal/Consignor for caused damage, including any and all statutory, contractual and other sanctions that the Principal/Consignor is obliged to pay to the customer by reason of delay of the delivery of the consignment.
- 1.10 in addition to the costs mentioned in Clause 1.8 of this Article of GFTC/GCTC, to pay the Principal/Consignor at the latter's request:
  - in the case of a failure to meet the deadline for carrying out the transport of goods stated in the Order, the contractual penalty of 10% of the agreed price of transport, but at least EUR 100 (in words: one hundred euros) for each commenced day of delay or early unloading of the consignment, provided that such a change of deadline has not been agreed by the Contracting Parties in advance in writing (via fax or email),
  - in the case of delayed loading or delayed furnishing of the wagon(s) to the station 133868 Trnovec nad Váhom when compared to the time stated in the Order, the contractual penalty of EUR 50 (in words: fifty euros) for each commenced hour of delay, but no more than EUR 500 (in words: five hundred euros) for 1 calendar day.

The payment of the contractual penalty shall be without prejudice to the right to compensation of damage. The contractual penalty shall not be included in the compensation of damage.

- 1.11 to provide for certification and application of the quality management system under ISO 9001:2008
- 1.12 to insure the consignment against damage, destruction, loss, theft, as well as against damage caused to third persons by leakage or spillage of the consignment content during its transport and in the event that it will carry out the transport of the consignment by itself, to insure itself against liability for damage caused by operating the motor vehicle within the site of the Principal/Consignor and within the site where unloading of the consignment is to take place, otherwise it is obliged to bind the Carrier to fulfil this obligation and to send the insurance certificate without undue delay to the Principal/Consignor. If the Freight Forwarder/Carrier is in breach of any of its obligations mentioned in this paragraph, the Principal/Consignor is entitled to claim from the Freight Forwarder/Carrier the payment of the contractual penalty of EUR 500 (in words: five hundred euros) for each individual breach. The payment of the contractual penalty shall be without prejudice to the right to compensation of damage. The contractual penalty shall not be included in the compensation of damage.
- 1.13 to request from the Principal/Consignor all data and documents related to the consignment which it will need to perform the Forwarding Contract/Contract of Carriage or to conclude the Contract of Carriage with the Carrier
- 1.14 to conclude the Contract of Carriage only with the Carrier that does not violate the ban on illegal employment (i.e. who employs all individuals through which it provides performance under the Contract of Carriage legally and in compliance with the respective legal regulations and in the case that it provides performance under the Contract of Carriage through the third person, the third person also employs all individuals participating in performance of the respective contract legally and in compliance with the respective legal regulations; if the Freight Forwarder/Carrier breaches this obligation, the Principal/Consignor is entitled to claim from the Freight Forwarder/Carrier the contractual penalty of EUR 1,000 (in words: one thousand euros) for each individual breach. The payment of the contractual penalty shall be without prejudice to the right to compensation of damage.
- 1.15 in the event that it will carry out the transport by itself, to ensure safe storing, fixing and transport of the consignment, otherwise it is obliged to bind the Carrier or another carrier to fulfil this obligation
- 1.16 to keep all facts that have come to its knowledge in performing the obligations arising from the Forwarding Contract/Contract of Carriage confidential.

## 2. The Principal/Consignor is obliged:

- 2.1 to provide the Freight Forwarder/Carrier with the complete and correct data about the content of the consignment and its nature, as well as about other facts necessary and required for performance of the obligations arising from the Forwarding Contract/Contract of Carriage, and requested by the Freight Forwarder/Carrier, otherwise it shall be liable to the Freight Forwarder/Carrier for damage incurred by a breach of this obligation
- 2.2 to pack and label the consignment in line with its content and nature
- 2.3 to load the consignment in a due and timely manner and to hand over to a driver of the carrier the documents necessary for the transport and customs clearance of the consignment

- 2.4 to pay the agreed price of performance to the Freight Forwarder/Carrier in a due and timely manner pursuant to Article IV of these GFTC/GCTC provided that the Freight Forwarder/Carrier has delivered all documents associated with the transport of goods required by the respective legal regulations (e.g. CMR confirmed by the consignee, insurance certificate, etc.)

#### **Article IV.**

##### **Price of Performance and Payment Terms**

1. The price of performance is stated in the Order. Unless stipulated otherwise, the price shall be stated in EUR currency and excluding VAT.
2. The agreed price of performance is final and includes remuneration of the Freight Forwarder/Carrier for arranging of transport/carrying out the transport, the necessary, useful, and purposeful costs incurred by the Freight Forwarder/Carrier in order to fulfil its obligations, as well as all other transport and other charges incurred by the Carrier in connection with transport of the consignment.
3. The price of performance shall be paid by the Principal/Consignor to the Freight Forwarder/Carrier against the invoice issued by the Freight Forwarder/Carrier.
4. The right of the Freight Forwarder/Carrier to invoice the price of performance shall arise on the date of delivery of the consignment to the designated consignee. The invoice shall be due and payable within the period stated in the Order. If the agreed maturity period exceeds 60 days of the date of delivery of the invoice of the Freight Forwarder/Carrier to the Principal/Consignor, the Contracting Parties explicitly declare that they agree with such a maturity period without any reservations and that their agreement on the maturity period is not grossly disproportionate to the rights and obligations arising from the relationship to the Freight Forwarder/Carrier as the creditor. The invoice must be delivered to the Principal/Consignor at least 10 days before its due date. If the invoice is delivered later, the maturity period shall be extended accordingly.
5. The invoice shall be deemed to be paid on the day when the respective (invoiced) amount is debited from the account of the Principal/Consignor.

#### **Article V**

##### **Force Majeure**

1. None of the Contracting Parties shall be liable for damage caused to the other Contracting Party by a failure to meet its contractual obligations if the Contracting Party is prevented from the proper and/or timely performance of its obligation by an obstacle which occurred beyond the control of the obliged Party and if it cannot be reasonably expected that the obliged Party could avert or overcome such an obstacle or its consequences, and could predict the occurrence of such an obstacle at the time when the obligation arose (i.e. force majeure event). The Contracting Parties have agreed that the force majeure events shall be for example natural disaster (e.g. fire, flood, earthquake), war, strike, except for strikes at the Freight Forwarder/Carrier, or at the interim forwarder/another carrier, interference of governmental and local authorities. For avoidance of doubt, the delay of the interim forwarder/another carrier shall not be considered the force majeure. The obliged Contracting Party is obliged to notify the threat or existence of the event constituting the force majeure and its expected duration to the other Contracting Party without undue delay after becoming aware thereof. Otherwise it shall be fully liable for any damage arising from the late notification or a failure to notify. The obliged Contracting Party is obliged to submit to the other Contracting Party at the latter's request the certification of existence of the force majeure issued by the competent authorities or organisations in the country of origin. In the event that the force majeure lasts for more than 45 days, the Contracting Parties shall be entitled to withdraw from the Forwarding Contract/Contract of Carriage.

#### **Article VI**

##### **Other Arrangements**

1. The Freight Forwarder/Carrier may neither transfer the rights and obligations arising from the Forwarding Contract/Contract of Carriage, nor assign the receivable arising from the Forwarding Contract/Contract of Carriage to any third person without the prior written consent of the Principal/Consignor.
2. The Principal/Consignor is not obliged to provide the Freight Forwarder/Carrier with the reasonable advance payment for the costs associated with fulfilment of the obligation of the Freight Forwarder/Carrier and the Freight Forwarder/Carrier is not entitled to request such a reasonable advance payment from the Principal/Consignor.
3. To secure its claims against the Principal, the Freight Forwarder/Carrier shall not have the right of retention of the consignment until the consignment is at the Freight Forwarder/until the Carrier may dispose of the consignment.

## **Article VII**

### **VAT Guarantee**

1. The Freight Forwarder/Carrier represents that:
  - it is aware of its duty to pay the due VAT to the tax administrator ;
  - it will pay the VAT from the respective transaction in a due and timely manner, and in the correct amount ;
  - it is in a good economic condition and is not the person against which the enforcement, bankruptcy or restructuring proceedings are pending;
  - it is not the party to any dispute which if lost would result in the obligation the fulfilment of which would be impossible or would destabilise it in economic terms ;
  - it is not the person threatened by the bankruptcy or restructuring proceedings;
  - it fulfils all its due obligations in a due and timely manner;
  - the reasons for deregistration under the second point of Section 81(4)(b) of the Act on VAT have not occurred (i.e. it has not repeatedly over a calendar year failed to comply with the obligation to file a tax return or control statement or it has not repeatedly over a calendar year failed to pay its tax liability, or it has not repeatedly been unavailable at the address of registered office, place of business or at the address of establishment, or it has not repeatedly breached its obligations during a tax audit)
  - it is not registered in the list of VAT payers with the occurred reasons for deregistration, kept by the Financial Directorate of the Slovak Republic;
  - the account of the Freight Forwarder/Carrier which has been, for the purpose of business transactions under the Forwarding Contract/Contract of Carriage, stated in the Forwarding Contract/Contract of Carriage is the account notified to the tax administrator with the local and functional competence.
2. The Freight Forwarder/Carrier is obliged to inform the Principal/Consignor in writing about any change related to the content of the above representations without undue delay, but no later than within 7 days after the day of occurrence thereof.
3. If any of the above representations of the Freight Forwarder/Carrier proves to be false and/or if the Freight Forwarder/Carrier fails to notify the Principal/Consignor in writing of any change related to the content of the above representation in a timely manner, the Principal/Consignor shall be entitled to claim from the Freight Forwarder/Carrier the payment of contractual penalty of EUR 1,000 (in words: one thousand euros). The contractual penalty shall be due and payable within 7 calendar days of the date of receipt of the demand of the Principal/Consignor for payment thereof by the Freight Forwarder/Carrier. The contractual penalty shall not be included in the compensation of damage.

## **Article VIII**

### **No Illegal Employment**

1. The Freight Forwarder/Carrier represents that it employs all individuals through which it provides performance under the Forwarding Contract/Contract of Carriage legally and in compliance with the respective legal regulations. The Freight Forwarder/Carrier also represents that the third person through which it provides performance under the Forwarding Contract/Contract of Carriage employs all individuals participating in performance of the Contract legally and in compliance with the respective legal regulations. The Freight Forwarder/Carrier undertakes to provide the Principal/Consignor without undue delay with the relevant documents (the respective certifications issued by the Social Insurance Agency) concerning the legal employment of all individuals through which it provides performance under the Forwarding Contract/Contract of Carriage, as well as personal data of these individuals to the extent necessary for the Principal/Consignor to check whether or not the Freight Forwarder/Carrier violates the ban on illegal employment. In the event of a failure to submit the documents concerning legal employment and/or personal data within the period stated in the previous sentence and/or if the representation of the Freight Forwarder/Carrier given in the first and second sentence of this provision proves to be false, the Principal/Consignor reserves the right to withdraw from the Forwarding Contract/Contract of Carriage by reason of a material breach of the Contract. This is without prejudice to the claim of the Principal/Consignor for compensation of damage. The Freight Forwarder/Carrier undertakes, within 7 calendar days of the delivery of the written demand of the Principal/Consignor, to compensate the Principal/Consignor for all costs associated with imposing the sanction on the Principal/Consignor for a violation of the ban to accept the work or service provided by the Freight Forwarder/Carrier through the individual who it illegally employs and/or who is illegally employed by the third person through which the Freight Forwarder/Carrier provides performance under the Contract.

## **Article IX**

### **Final Provisions**



1. The Contracting Parties have agreed that the Forwarding Contract/Contract of Carriage may be amended or supplemented only in the form of written amendments numbered in the order of their conclusion, approved by both Contracting Parties and signed by the authorised representatives of both Contracting Parties.
2. The Contracting Parties have agreed that their mutual relations not explicitly regulated by the Forwarding Contract/Contract of Carriage shall be governed by the generally binding legal regulations of the Slovak Republic. If the registered office or the place of business of the Freight Forwarder/Carrier is outside the territory of the Slovak Republic, the Contracting Parties have agreed that the law of the Slovak Republic shall be the governing law, with the exception of the conflict-of-law rules, i.e. the Forwarding Contract/Contract of Carriage and all claims arising therefrom shall be governed by the law of the Slovak Republic, primarily by its Commercial Code.
3. In the case of any dispute connected with the Forwarding Contract/Contract of Carriage the Contracting Parties undertake to settle it primarily by agreement. Should the Contracting Parties fail to reach an agreement on the dispute, any of the Contracting Parties is entitled to turn to the respective court. If the registered office or the place of business of the Freight Forwarder/Carrier is outside the territory of the Slovak Republic, but within the EU (except for Denmark), the Contracting Parties have agreed, in compliance with the provision of Section 7 of Council Regulation (EC) No. 44/2001 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters as amended on the jurisdiction of the Slovak court to settle the disputes arising from the Contract. If the registered office or the place of business of the Freight Forwarder/Carrier is outside the territory of the Slovak Republic and the EU (except for Denmark), the Contracting Parties have agreed in accordance with the provision of Section 37e of Act No. 97/1963 Coll. on International Private and Procedural Law as amended that the Slovak court shall be competent to settle any dispute arising from the Contract.
4. If the registered office or the place of business of the Freight Forwarder/Carrier is abroad (outside the territory of the Slovak Republic) and the Contracting Parties have not agreed on the language of communication in the Order confirmed in writing, the English language shall be the language of communication.
5. The Contracting Parties have agreed on the substitute delivery of notices addressed to the other Contracting Party also in the case the registered notice contains a legal act leading to amendment or termination of the contractual obligation. Under the agreement on substitute delivery the notice sent by a registered mail to the address of the registered office of the addressee shall be deemed to have been delivered upon expiry of the deposit period at the post office with no effect, or on the day when it is returned to the other Contracting Party as undeliverable, or refused to be accepted.
6. Should any provisions of the Forwarding Contract/Contract of Carriage become invalid or ineffective by reason of amendment of legislation, this shall not render the entire Forwarding Contract/Contract of Carriage invalid. The Contracting Parties agree to replace the invalid or ineffective provisions by the new provisions within 10 business days, unless otherwise agreed.
7. Should any provisions of the GFTC/GCTC become invalid or ineffective by reason of amendment of legislation, this shall not render the entire GFTC/GCTC invalid. The principal undertakes to replace the invalid or ineffective provisions by the new provisions within 10 business days. The amended GFTC/GCTC shall be binding upon the Freight Forwarder/Carrier as soon as they are notified by the Principal/Consignor in writing.
8. The Freight Forwarder/Carrier declares that it has read the provisions of the Organisational Directive - Safety Rules for Employees of Other Organisations (Contractors) published on the website <http://www.duslo.sk/sk/bezpecnostne-pravidla-pre-zamestnancov-inych-organizacii-kontraktorov> and undertakes to adhere to the same. The Freight Forwarder/Carrier acknowledges that any violation of the obligations specified in the Organisational Directive – Safety Rules for Employees of Other Organisations (Contractors) is subject to penalties as stipulated therein and the Freight Forwarder/Carrier declares that it considers these penalties to be appropriate, taking into account the type and importance of the secured obligations. By signing the Contract, the Freight Forwarder/Carrier further acknowledges that it agrees with the content of the Organisational Directive – Security Rules for Employees of Other Organisations (Contractors) without any reservations and undertakes to comply with and adhere to the same. The Freight Forwarder/Carrier also undertakes to make its employees and interim forwarders/another carriers familiar with the content of the Organisational Directive – Safety Rules for Employees of Other Organisations (Contractors) and ensure that they are adhered to by its employees and interim forwarder/another carrier.