

GENERAL COMMERCIAL TERMS AND CONDITIONS OF THE CONSIGNER

Ambese s.r.o.,(Ltd.) with its registered office at Kochanovská 285/92, 078 01

Sečovce, Slovak Republic, Company Registration Number: 46 895 965

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 Ambese 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 Ambese s. r. o., (Ltd.), with its registered office at Kochanovská 285/92, 078 01 Sečovce, Slovak Republic, Company Registration Number 46 895 965, registered with the Commercial Register of the District Court in Košice I, Section Sro, Insert No 31115/V (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) The legal relationships established by this Transport Contract are governed by the Convention on the Contract for the International Carriage of Goods by Road (the Ministry of Foreign Affairs Directive no. 11/1975 Coll., hereafter the "CMR Convention"), if its scope is determined in accordance with Article 1 (1)-(4) of the CMR Convention and, in the alternative, with Act no. 513/1991 Coll., Commercial Code as amended (hereafter the "Commercial Code"), as well as with these GCTC of Consigner. In cases where the provisions of the CMR Convention cannot be applied to



a given legal relationship established by the Transport Contract, it shall be governed by the provisions of the Commercial Code, other legal regulations of the Slovak Republic and these GCTC of Consigner.

6) Prior to signing the Transport Contract, the Carrier is obliged to familiarise itself with the GCTC of Consigner. These GCTC of Consigner apply to all contractual relationships between the Carrier and the Consigner related to the transport of a consignment, from the moment signing the Transport Contract until fulfilling all obligations entailed in the Transport Contract or otherwise related to it. By signing the Transport Contract, the Carrier is bound by these GCTC of Consigner and accepts them. It is also possible to express acceptance of these GCTC of Consigner in a different manner, particularly by means of electronic correspondence between the Contractual 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 these GCTC of Consigner or stipulate a written form for a certain act, this shall be deemed as observed even when conducted in an electronic form.

Article II – Transport Order and Conclusion of Transport Contract

1) The Contractual Parties conclude the Transport Contract based on the Consigner's order and its acceptance by the Carrier.

2) An order is understood as a unilateral legal act by the Consigner towards the Carrier with the aim to conduct transport of a consignment by the Carrier. A received order shall be deemed as a transport contract proposal.



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 contract proposal (the "Order") is deemed as duly accepted if the Carrier does not reject the contract proposal within 4 hours, during working hours, of its delivery by electronic mail, or confirms the Order in writing, or alternatively, confirms a CMR consignment note or a consignment note.*

5) *The person confirming the Order declares that he is duly authorised to conclude a Transport Contract by an authorised person. In the case that such a declaration is untrue, the person accepting the Order is responsible for any damage caused by an illegitimate conclusion of the Contract or by illegitimately agreed contractual conditions on the basis of the proposal. In accordance with the preceding clause, the person also declares that if the Carrier, on behalf of which he or she acts does not fulfil its financial obligation arising from these accepted Consigner GCTC, he or she, as a guarantor, shall fulfil it.*

6) *Upon acceptance of a transport Order, the transport Contract shall be deemed as duly concluded, and the Carrier is obliged to guarantee to the Consigner that it will conduct the ordered transport in accordance with the agreed 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) *A consignment note or a CMR consignment note serves as a document confirming the conclusion of a Transport Contract. A consignment note is executed in three originals which shall contain the Consigner's and the Carrier's signature and stamp. One original is for the Consigner, one for the*



Carrier and one accompanies the consignment during transport. If a consignment note is missing, lost or has deficiencies, the existence or the validity of the transport Contract is not affected.

10) If a consignment to be transported needs to be loaded onto several vehicles, or if there are different types or separate parts of a consignment, the Consigner or the Carrier has a right to request as many consignment notes as the number of vehicles to be used or as the number of separate parts of the consignment to be loaded.

Article III – Rights and Obligations of Contractual Parties

1) The Carrier is obliged to conduct its activity in accordance with the agreed conditions, with professional care and quality. As part of these obligations, the Carrier is obliged particularly to thoroughly take care of the entrusted consignment as well other things received in connection with the consignment (such as documentation related to the consignment, etc.).

2) The carrier is obliged to follow the Consigner's instructions when conducting transport. If the Carrier has not received the required instructions from the Consigner, it is obliged to request their completion. If there is a risk of a delay, the Carrier is obliged to proceed with the transport even without having such instructions so as to protect the Consigner's interests 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 obligated 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 is 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 is obliged to inform the Consigner when a vehicle is ready to be loaded. After loading is completed, it is obliged to inform the Consigner of the actual weight of the loaded consignment. The Carrier is responsible for duly conducting the loading.

7) In the case of an accident or the Carrier's vehicle being stopped by the police or other obstacle preventing a proper conduct of transport or completion of transport by the agreed vehicle, the carrier is obliged, without delay and at its own expense, to provide a different vehicle with similar parameters. In the case of a failure to fulfil this obligation, all costs incurred by the Consigner related to providing a different vehicle shall be charged to the Carrier and the Carrier is obliged to cover the full extent of the costs incurred by the Consigner. The Carrier is also obliged to pay a contractual penalty equal to 1/10 of the total agreed transport price for breaching any of the aforementioned obligations.

8) The Carrier is obliged to conduct all the activities in accordance with the Transport Contract alone. Authorising or using a third person for this purpose, except for the Carrier's employees fulfilling their obligations entailed by their employment contract, is not permitted without a prior express written consent from the Consigner. In the case of breaching this obligation, the Carrier obliged to pay a contractual penalty equal to the agreed transport price for each individual breach.



If the Carrier conducts the transport by means of a different carrier, it does not become exempt from its liability for loss or damage to the consignment.

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

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

11) For the entire duration of the transport, the Carrier is obliged to park only at safe, guarded car parks designated for this purpose. The Carrier is obliged to compensate the Consigner in full for damage caused to the consignment as a result of its breach of this obligation.

12) In case of the Carrier's delay with taking off/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) If the vehicle fails to be ready for loading, or transport is cancelled by the Carrier less than 24 hours prior to a planned loading, the Consigner is entitled charge a contractual penalty equal to the agreed transport price.

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 fulfil 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 is responsible for damage caused to the consignment in accordance with the provisions of the CMR Convention, and if the transport is not governed by the provisions of the CMR Convention, its responsibility is in accordance with the Commercial Code and other related legal regulations in the Slovak Republic

16) The Carrier is responsible for an adequate technical condition of the vehicle, including the loading area and an undamaged sheet, as well as the compulsory equipment for the personnel and its use (protective helmet, protective goggles, work gloves and shoes). The Carrier is also responsible for ensuring that transport is only conducted by persons with the required professional qualifications. In the case of breaching any of the aforementioned obligations, the Carrier is obliged to pay a contractual penalty equal to EUR 200 for each individual breach.

17) The Carrier declares that it will not contact the Consigner's Customer over and above its responsibilities entailed by this Transport Contract, save for cases where such a contact between the transport provider and the Customer is justified by an already existing contractual relationship. The Carrier declares that for a period of one year after the completion of transport in accordance with the Transport Contract concluded between the Carrier and the Consigner, it will not enter into a transport contract with the Consigner's Customer (i.e. the consigner, recipient or owner of the consignment). The Carrier is obliged to protect the Consigner's interests as well as those of all the



parties participating in the transport and to protect business secrecy. The Carrier shall be charged a contractual penalty equal to four times the transport price agreed in the Transport Contract for breaching the aforementioned obligations in this paragraph.

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 transport price also includes a waiting time of 24 hours for loading or unloading. The Carrier is not entitled to claim compensation for damage due to waiting that is higher than one tenth of the agreed transport price.

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

23) The Carrier is not entitled to claim compensation for damage due to a breach of an obligation entailed by this Transport Contract that is higher than one fifth of the agreed transport price. The Carrier is not entitled to claim compensation for damage exceeding one fifth of the agreed transport price even when several claims entailed by this Contract accumulate.

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 is 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 is 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 60 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 Carrier shall send the invoice along with the original consignment note or a CMR consignment note to the following address: Ambese s.r.o, Kochanovská 285/92, 078 01 Sečovce, Slovenská republika.*

29) *If the consignment note or the CMR consignment note (or other document confirming the completion or transport) states a reservation, the payment due date shall be postponed until the complaint is resolved by an authorised person.*

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 Contractual Parties have agreed that the Carrier has no right of lien over a consignment, even if its purpose is to secure the Consigner's debt towards the Carrier resulting from the Transport Contract. The Carrier is always obliged to deliver a consignment to the recipient. The Carrier has no right of lien over a consignment.*

32) *The Carrier shall be obliged to keep minimum wage of the driver who, as an employer of the Carrier, performs the transport in accordance with the Act on Minimum Wage applicable in the Federal Republic of Germany (Gesetz zur Regelung eines allgemeinen Mindestlohns /Mindestlohngesetz - MiLoG) (hereinafter referred to as "the Act on Minimum Wage MILOG"). The Carrier shall be also obliged to properly and timely fulfill all its reporting obligations and responsibilities in the field of the establishment and provision of relevant documentation to the competent authorities of the Federal Republic of Germany resulting from the valid wording of the*



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

33) The Carrier declares that for all claims made by the Consigner against the Carrier on the basis of completed transport, the limitation period extends to 10 years from the time it started for the first time.

Article IV - Final Provisions

1) The Carrier is not entitled to transfer its claims against the Consigner resulting from the Contract onto a third party.

2) The Contractual Parties shall attempt to resolve any possible disputes between the Carrier and the Consigner resulting from the concluded Transport Contract by means of an out-of-court settlement.

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

4) The Contractual Parties have agreed and declare that all disputes resulting from the contractual relationships arising from this Transport Contract or related to the Contract, including all subordinate legal relationships, claims for unjustified enrichment, compensation claims for damage, disputes regarding the validity, interpretation or termination of this Contract shall be resolved locally before a relevant general court in the Slovak Republic. If, in accordance with the Private International Law and Procedure Act no. 97/1963 Coll. as amended, in accordance with the Council Regulation (EC) no. 44/2001 on jurisdiction and the recognition and enforcement of



judgments in civil and commercial matters or in accordance with other legal norm, law or an international contract defining the jurisdiction of courts in disputes with a foreign element, the court with jurisdiction was not a court in the Slovak Republic, then the court with jurisdiction according to the Contractual Parties' agreement shall be the District Court in Trebišov in the Slovak Republic

5) These GCTC of Consigner are executed in the Slovak language and the English language, with both language versions being equal. In the case of ambiguities or contradictory interpretations of these GCTC of Consigner in the Slovak and English language, the business/legal relationships between the Consigner and the Carrier shall be governed by the Slovak language version of the GCTC of Consigner.

6) These updated GCTC of Consigner are effective from 14.12.2020. Any amendments or supplementations to these GCTC of Consigner are effective from the day of being published or made available on the Consigner's website.

