

# GENERAL TERMS AND CONDITIONS FOR CARRIERS

-VERSION AS OF 01.08.2023 -

## ARTICLE 1 INTRODUCTORY PROVISIONS

- 1.1. These General Terms and Conditions for CARRIERS (hereinafter referred to as "*GTC*") regulate the rights and obligations of the contracting Parties to the contract of carriage of goods (hereinafter referred to as "*contract of carriage*"), which is concluded on the one hand by the company **JAREK TOPTRANS s.r.o.** with the registered office at Stavbárov 1278, 071 01 Michalovce; ID No.: 50 585 975, registered in the Commercial Register of the District Court Košice I, Section Sro, Insert No.: 40200/V (hereinafter referred to as the "*Customer*") and a natural person or a legal person who is an entrepreneur in the field of provision of transport services (hereinafter referred to as the "*Carrier*"). These GTC are an integral part of the contract of carriage concluded between the Customer and the Carrier (hereinafter referred to as the "*Contracting Parties*").
- 1.2. For the purposes of these GTC, the carriage of a shipment means the domestic carriage of a shipment or the international carriage of a shipment. Domestic carriage of a shipment means carriage of a shipment if the place of receipt of the shipment and the intended place of delivery of the shipment (hereinafter also referred to as the "*destination*") are in the same state. International carriage of a shipment means the carriage of a shipment where the place of taking over of the shipment and the intended place of delivery of the shipment are in two different States.
- 1.3. By the contract of carriage, the Carrier undertakes to the Customer to transport the shipment from a certain place of taking over to a certain other place of delivery/destination and the Customer undertakes to pay the Carrier the remuneration for the carriage performed (carriage fees).
- 1.4. Before concluding a contract of carriage, the Carrier is obliged to familiarize itself with these GTC, which apply to all contractual relations between the Parties regarding the carriage of the shipment from the moment of concluding the contract of carriage until the moment of full performance of all obligations arising for the contracting Parties from the concluded contract of carriage or otherwise related to it. By concluding the contract of carriage, the Carrier is bound by these GTC and expresses its consent to them in the form in which the Parties conclude the contract of carriage or in another way, in particular through electronic communication between the Parties or also by implication, i.e. by the actual acceptance of the Customer's order and the subsequent execution of the carriage.

1.5. In the case of a separate individual or framework contract between the Customer and the Carrier, these GTC form an integral part of the validly concluded contract. In the event of a conflict between the individual arrangements contained in these GTC, the contract or the order, or a conflict between these contractual documents and the dispositive or mandatory provisions of law, the Carrier shall take note of the order of precedence below (1st highest priority, 5th lowest priority):

- a) *mandatory provisions of generally binding legal regulations;*
- b) *the provisions of the confirmed order;*
- c) *the provisions of a validly concluded contract;*
- d) *the provisions of these GTC;*
- e) *dispositive provisions of generally binding legal regulations;*

whereby the provisions of the higher priority document shall take precedence over the provisions of the lower priority document

1.6. The Carrier's (transport) terms and conditions apply only if the Customer has expressly accepted in writing in the contract of carriage that the Carrier's terms and conditions take precedence over the wording of these GTC. Otherwise, these GTC or the provisions of the concluded contract take precedence over the Carrier's terms and conditions.

1.7. Insofar as these GTC provide for a written form for a certain act, this form shall be deemed to be complied with even if the act is performed in electronic form.

## ARTICLE 2. ORDER FOR CARRIAGE

2.1. The Contracting Parties conclude the contract of carriage on the basis of the Customer's order and its acceptance by the Carrier. The order shall be understood as a unilateral legal act of the Customer directed towards the Carrier with the aim of carrying out the carriage of the shipment by the Carrier (hereinafter together also referred to as the "**Order**").

2.2. The accepted order shall be considered as a proposal for individual contract of carriage. Each Order for carriage may be submitted to the Carrier in writing, by e-mail, by telephone or orally.

2.3. The order placed with the Carrier will mostly contain the following data:

- a) Identification of the **Contracting Parties**, as well as the **person authorized** on behalf of the Customer to negotiate the carriage of the shipment;
- b) Identification of the **shipment to be transported** (type and quantity at least, dimensions if applicable);
- c) **Place(s)** of loading and unloading;
- d) The **date** of loading and unloading and, in the case of time-limited transport, the time range (the time specified for the Central European time zone) within which it is possible to stop the vehicle at the place of loading and/or unloading (the timing of the loading/unloading must also take into account the possibility of stopping the means of transport at the loading/unloading at the latest possible date);
- e) The price of carriage (carriage fee), unless specified by contract or other agreement of the Contracting Parties;

possibly also

- f) Special requirements, e.g.:
  - i. the specific type of means of transport required,

- ii. the number of crew members of the means of transport
- iii. storage of the shipment,
- iv. insurance of the shipment, specifying the risks to be insured and the total amount of cover,
- v. cash on delivery,
- vi. use of a second driver,
- vii. the minimum and maximum temperature in the transport compartment,
- viii. etc.

2.4. An order as a contract proposal shall be deemed to be duly accepted unless the Carrier rejects the order **within 30 minutes** at the latest (which are calculated within working hours MON-FRI, 8:00 a.m. to 4:00 p.m., holidays and weekends are not included) of the order reaching the Carrier's disposal, or confirms the order in writing, by e-mail or other electronic communication, or alternatively confirms the bill of lading or commences the actual carriage of the goods. The Contracting Parties acknowledge that, unless the Carrier rejects the order pursuant to the preceding sentence, the Carrier shall be legally presumed to have accepted the Customer's order for carriage unconditionally and to have undertaken to carry out the carriage in accordance with the order and these GTCs on the basis of the order.

2.5. The Carrier undertakes to ensure that the person accepting the Customer's order, in particular by means of the Carrier's established communication and contracting form, is duly entitled or authorised person or person acting on the basis of power of attorney by the Carrier to conclude the contract of carriage. In the event that this declaration is false, the Carrier shall be liable for damage, if any, resulting from the invalid conclusion of this contract or from the invalidly agreed contractual terms and conditions on the basis of the order. The person communicating on behalf of the Carrier simultaneously declares in accordance with the preceding sentence that if the Carrier on whose behalf he/she acts fails to pay the monetary obligation arising from these accepted GTC, he/she shall pay it as guarantor.

2.6. Upon acceptance of the order for carriage, the contract of carriage shall be deemed to be duly concluded and the Carrier undertakes to perform the ordered carriage for the Customer according to the agreed conditions. If the Carrier has confirmed the proposal for a contract of carriage, but with written reservations, additions, limitations or other changes, this proposal is a rejection of the original proposal and shall be deemed to be a new proposal for a contract of carriage addressed from the Carrier to the Customer. Only upon the Customer's unconditional acceptance of the new proposal shall the contract of carriage be concluded.

2.7. The proof of the conclusion of the contract of carriage is mainly, but not exclusively, the bill of lading or the CMR bill of lading. The bill of lading shall be drawn up in three originals and shall bear the stamp and signature of both the Customer and the Carrier. One copy of the bill of lading shall be for the Customer, one for the Carrier and one shall accompany the shipment during transport. If the bill of lading is missing, defective or lost, the existence or validity of the concluded contract of carriage or these GTC shall not be affected in any way. The Carrier hereby undertakes to provide the Customer with one copy of the CMR bill of lading, also signed by the recipient of the shipment, without delay, but no later than 24 hours after the delivery of the shipment to the recipient. In case of breach of this obligation according to the preceding sentence, the Customer is entitled to charge the Carrier a contractual penalty of EUR 25,-.

2.8. If the transported shipment is to be loaded on several vehicles, or if different types or separate parts of the shipment are involved, the Sender or the Carrier has the right to request the issue of as many bills of lading as the number of vehicles to be used or the number of types or separate parts of the shipment to be loaded.

### ARTICLE 3. SUBJECT-MATTER OF THE CONTRACT OF CARRIAGE

- 3.1. By the contract of carriage, the Carrier undertakes, without the need for any further confirmation, to carry out the carriage on the basis of and in accordance with the order, namely, by suitable means of transport and appropriate personnel, in accordance with the conditions and standards (requirements) defined in the order, these GTC, the contract, and also in accordance with the applicable legal regulations.
- 3.2. The Customer undertakes to pay to the Carrier the fee for the proper performance of the carriage (the so-called carriage fee) in the amount specified in the order.

#### **ARTICLE 4.**

##### **GENERAL FRAMEWORK OF THE RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES**

- 4.1. The Carrier is responsible for the proper execution of the ordered transport. In view of the above, it is obliged to maintain all vehicles in good technical condition, properly equipped for the purpose of safe and timely execution of the transport of the ordered shipments and is also obliged to provide properly trained and prepared personnel. The Carrier is also obliged to consider all the circumstances that should be taken into account when planning the route of the shipment so that the conditions and deadlines of the ordered shipments are met.
- 4.2. The Carrier undertakes to make all necessary efforts in the performance of the subject matter of this Contract in order to ensure the best and most timely transport and to carry out other necessary operations. The Carrier undertakes to act in accordance with the interests of the Customer known to it in the performance of the subject matter of this Contract.
- 4.3. The Carrier undertakes to perform this contract personally. The use of a subcontractor is subject to the prior written consent of the Customer and to the conditions set out in Clause 6.2. In the case of the use of a subcontractor, the Carrier shall be liable for the performance of the subject matter of the contract as if it were acting on its own.
- 4.4. The Carrier's fee for the carriage of the shipment according to the order already includes all charges and costs of the Carrier, as well as the Carrier's costs for any delay in connection with the performance of obligations on the part of the Customer or its contractual partners for a period of 24 hours. If the delay according to the preceding sentence exceeds more than 24 hours, the Carrier is entitled to claim for the waiting time (so-called standing fee) in the amount of the verifiable and demonstrable damage incurred, but not more than EUR 150,- per one full day (i.e., 24 hours).
- 4.5. The carrier is entitled to issue and deliver the invoice only after/or at the same time as the delivery of a duly filled-in document on acceptance of the shipment and delivery of the shipment - CMR waybill, or other legally relevant proof of proper delivery of the shipment signed by the recipient stating the name of the person signing, along with photos captured using a camera (clause 7.5 GTC) and an order physically signed by the Carrier. If the delivered invoice is not in accordance with the tax regulations or in accordance with the actual situation, the Carrier is obliged to correct the invoice and send it again to the Customer. The due date of the invoice is calculated from the date of delivery of the correct invoice together with all its attachments according to the first sentence of this point.
- 4.6. The Contracting Parties agree that all invoices may be made in electronic form and delivered by email. The Carrier agrees to provide a written original of the required documentation upon request of the Customer.
- 4.7. In the event that it is reasonable to assume that the undue performance of the order for carriage or any other breach of the provisions of this contract (e.g. representations and warranties) will (certainly or probably) lead to any financial or other claims of the Customer or its customers against the Carrier (damage to the

shipment, damage/loss due to late delivery, etc.), the Customer shall be entitled to withhold payment of the carriage fee until such claims have been settled, at the latest within 60 days from the due date of the particular invoice. The Carrier's claims for fee so delayed may be set off against the Customer's claims against the Carrier only by the Customer or, by mutual agreement, also by the Carrier. The exercise of the Customer's right provided for in this Clause must be made in writing. The period during which the Customer exercises its right to withhold payment of the fee shall not be deemed to be a default by the Customer in the payment of the fee.

- 4.8. The Carrier undertakes, without the prior written consent of the Customer, to refrain from using intermodal transport for the performance of the obligations under the contract of carriage.
- 4.9. The Contracting Parties agree on the exclusivity of the carriage in such a way that the Carrier refrains from transporting the Customer's shipments together with the shipments of other carriers in order to avoid creating the impression that the carriage is organised by a person other than the Customer.

## **ARTICLE 5.**

### **PERMITS AND INSURANCE**

- 5.1. The Carrier shall have the proper permits to perform the carriage and related services under this Contract and shall maintain such permits in effect throughout the term of this Contract. The Carrier shall promptly notify the Customer in the event of loss of any permit (for any reason, expiration, refusal to renew, etc.). If there is reasonable cause to believe that the permit will be lost, the Carrier shall inform the Customer in advance of such risk, if possible.
- 5.2. The Carrier hereby declares that it has been granted all official permits necessary for the proper performance of this contract (driver's licenses, residence permits for its staff, etc.).
- 5.3. The Carrier shall, at its own expense, enter into and maintain in effect during the term of this contract:
- *Road haulage liability insurance* - covering damage to cargo as well as other damage, injuries, loss of property, life and/or health for which the Carrier is liable,
  - *shipment insurance* - covering damages for which the Carrier is not normally responsible (force majeure etc.);
  - *compulsory insurance* for all vehicles used in the performance of this contract - covering damage/injury/loss of life/health/property caused by the operation of the vehicle.

These insurances must cover the total liability of the Carrier, and in the case of carriage under the CMR Convention, the insurance must cover the liability of the Carrier in the amount of not less than 10 SDR/kg of the total weight of the cargo.

- 5.4. In the case of ADR carriage of dangerous goods, the Carrier undertakes to take out the relevant insurance for ADR carriage before accepting the goods for carriage.
- 5.5. The Carrier is obliged to provide the Customer with insurance certificates without undue delay, whenever the Customer requests it.

## **ARTICLE 6.**

### **REPRESENTATIONS AND WARRANTIES**

- 6.1. The Carrier hereby bindingly declares, with effect for the past, present and future, that the Carrier:
- a) *has complied, is complying and will comply with all legal requirements set out in the applicable national legal regulations (of all countries where it will provide services under this Contract) as well as EU legislation*

- and/or international conventions which **have applied, apply or will apply to the Carrier in connection with (i) the employment of (ii) the posting of natural persons** for the purpose of carrying out its business or other activities, as well as in connection with (iii) **the actual performance of its business (carriage, and in particular the carriage of dangerous goods)**;
- b) refrains from any action that could be assessed as a violation of criminal legal regulations;
  - c) has employed, is employing and will employ all its employees lawfully in accordance with the applicable legal regulations and has fulfilled/is fulfilling all reporting and other obligations to the relevant social security authorities in a proper and timely manner;
  - d) had, has and/or will have a proper business relationship with natural persons who were not, are not and/or **will not be its employees**, and these natural persons had, have and/or will have been granted and maintained in force at all times during the cooperation all the relevant official authorisations and permits necessary to carry out the relevant activity;
  - e) in the case of a cross-border posting of employees, has satisfied, satisfies and will satisfy all wage and other entitlements of the employees arising from the applicable national legal regulations of the place of posting of the employees applicable to the posting in question; and at the same time fulfil all other obligations under the applicable legal regulations applicable to the posting in question (notification, registration obligations with the authorities of the state concerned, the obligation to appoint an agent for service of process, etc.).
  - f) the natural persons it uses and/or will use in the conduct of its business activities had/have and will have been granted and will have in force all official permits to reside and perform the relevant work in the state in which the Carrier used, will use, and/or will use such persons for such business activities;
  - g) is familiar with the wording of the applicable legislation relating to the employment of natural persons and their posting for the purpose of providing services and work (in the case of Slovak legislation, in particular with the wording of Act No.311/2001 Coll. Labour Code, and Act No. 82/2005 Coll. on undeclared work and in accordance with the Minimum Wage Act in force in the Federal Republic of Germany (Gesetz zur Regelung eines allgemeinen Mindestlohns (Mindestlohngesetz - MiLoG) (hereinafter referred to as the "MiLoG Minimum Wage Act")), in accordance with the minimum wage law in force in the French Republic (Loi Macron) (hereinafter referred to as the "Loi Macron minimum wage law") and the minimum wage law in force in Austria (Lohn und Sozialdumping-Bekämpfungsgesetz: LSD-BG) (hereinafter referred to as the "LSD-BG Minimum Wage Act").
  - h) shall refrain from any act or omission that could result in any harm to the Customer;
  - i) at the **Customer's request** and without undue delay (to the extent and in the manner provided by applicable law), **keep the Customer harmless, defend/indemnify and/or compensate (before/from) any and all financial or other damage, costs, liabilities and other claims, incurred or may incur by the Customer as a result of the failure of the Customer to comply with any legal requirements** applicable to the Carrier or its representatives (in particular the prohibition of illegal employment, and the fulfilment of all obligations relating to the posting of employees for the purpose of providing services, works, goods; and the obligation to pay wages as required by legal regulations; etc. )
  - j) shall inform the Customer without undue delay (max. within 5 days after the relevant fact occurred) of the initiation and final outcome of any administrative proceedings for the imposition of a fine against it in the field of labour law, e.g. for violation of the prohibition of illegal employment, for non-compliance with obligations related to the cross-border posting of employees, or for non-payment of wages, etc.; or in the field of criminal law;
  - k) shall act in accordance with the rules of courteous behaviour when communicating with the Customer, with third parties, but in particular with the Customer's business partners, whereby threatening and blackmailing the Customer and/or the Customer's business partners shall definitely not be considered as courteous behaviour;
  - l) shall provide the Customer with all necessary assistance in connection with verifying the accuracy of the above representations and warranties (including the provision of documents and/or personal details of employees or other individuals involved);
- (together, referred to as the "**Representations and Warranties**").

6.2. The Carrier is obliged to ensure that its business partners (subcontractors) contractually undertake to fulfil the representations and warranties at least to the extent specified in Clause 6.1. The Carrier is responsible for

ensuring that all its representatives (employees, business partners - subcontractors, employment agencies, etc.) who were authorized to be involved in performance of this Contract, **are in compliance with the all the Representations and Warranties referred to in Clause 6.1**. Acceptance of the contractual obligations by the Carrier's subcontractors in accordance with this Clause is a further condition for the Carrier to be able to subcontract the performance of the Contract, provided that prior written consent to the use of subcontractors has been given by the Customer. The Carrier shall oblige its subcontractors to fulfil those obligations contained in Clause 6.1 which may be required of them according to the circumstances of the case, even if they are not involved in the performance of this Contract (in particular compliance with the prohibition of illegal employment).

## ARTICLE 7. THE DUTIES OF DRIVERS AND AUTHORISED PERSONS

- 7.1. The Carrier's representatives (drivers) represent the Customer and therefore the Carrier is obliged to ensure that after consideration, they behave appropriately and carefully on the road, as well as towards the Customers and recipients. Drivers must maintain a neat appearance and treat Customers in a respectful manner. The exterior appearance of vehicles used must be clean and vehicles must be adequately prepared to meet the Customer's customers.
- 7.2. The Carrier shall use only technically qualified drivers with good physical and mental health and suitable character for such work with a good knowledge of foreign language (fluent in speaking, writing and reading) for the performance of this contract. All drivers must be regularly trained on the basis of the applicable legal regulations. Upon request, the Carrier shall provide the Customer with a scan of the driver qualification card or driver's licence of all drivers designated to carry out the transport or any other documents, certificates or permits required for the performance of the transport.
- 7.3. In addition to these GTC and the contract, the Carrier and its representatives (in particular drivers or other personnel involved in the implementation of this contract) are obliged to follow the orders and instructions of the Customer or its authorized persons. If such orders/instructions cannot be complied with, or their compliance would be contrary to the law, the Carrier shall inform the Customer without undue delay and shall refrain from carrying out such orders/instructions. The Parties agree that in the case of CMR carriage, it is not necessary for the Customer's instructions to be binding on the Carrier that they are noted in the CMR bill of lading.
- 7.4. The Carrier shall promptly notify the Customer of the inappropriateness of the instructions in question which the Carrier has discovered or should have discovered in the performance of its obligations under this contract, as well as any other circumstances which may affect the Customer's interest. The Carrier shall be liable for carrying out the instructions in question if it was aware of their impropriety without immediately notifying the Customer. The Carrier need not comply with the Customer's instructions only in emergency situations where such non-compliance is in the Customer's interest and the Carrier cannot obtain the Customer's prior consent in a timely manner.
- 7.5. Upon **taking over** of the shipment, the Carrier shall check (i) the accuracy of the particulars in the bill of lading and the order for carriage as to the number of packages and their marks and numbers, and - (ii) the apparent condition of the cargo and its packaging and also of the seal, if a seal is to be used, and the Carrier is obliged to record these findings also by means of a **photograph** (*at least 2x photograph of both sides of the trailer showing the condition of its shell - holes/intactness + 3x photograph of the cargo, or more in case of discrepancies, + 1x photograph of the location of the goods/security in the trailer + 1x photograph of the seal if the trailer is to be closed with the use of a seal as well*). If any differences or discrepancies are found, the Carrier shall immediately notify the said Carrier

to receive instructions and shall make concise and legible reservations in the shipping documents, capturing the nature of such discrepancy/difference.

- 7.6. When **handing over** the shipment, the Carrier shall immediately have the recipient acknowledge receipt of the shipment (*date and signature, name in capital letters*) for the purpose of documentation of proper receipt. Reservations and complaints of the recipient must be filled in the appropriate boxes on the shipping documents. The Carrier must inspect the shipment at the place of destination in the manner specified in Clause 7.5, **also using a camera** (photographs as Clause 7.5).
- 7.7. The Carrier shall promptly **report accidents**, damage to goods, impediments to delivery, problems with replacement of shipping units, identifiable delays in delivery, or other problems to the Customer.
- 7.8. Drivers who are employed for the purpose of performing this contract must comply with **all security measures** (identity checks, areas monitored by cameras, etc.) adopted by the Customer's customers.

## ARTICLE 8.

### EXCHANGE OF TRANSPORT UNITS AND SECURING OF CARGO

- 8.1. The Carrier is obliged to replace the transport units at the Customer and at the recipient as instructed by the Customer. The exchange of transport units must be duly recorded in writing. The above provision shall not apply if no exchange of the transport unit is agreed between the Parties.
- 8.2. Unless otherwise agreed, loading and unloading shall take place at the respective places of loading and unloading. **The Carrier shall at all times secure and fasten the cargo in accordance with currently recognised technical rules and shall be responsible for its proper securing and fastening.** The Carrier shall adequately instruct or train its drivers in the securing of cargo and shall regularly check the state of their training.

## ARTICLE 9.

### VEHICLE CONDITIONS AND EQUIPMENT

- 9.1. Vehicles must be suitably prepared for the execution of each order for carriage and must be in good condition (both technically and in terms of exterior appearance). In particular, they must be clean, smoke-free, dry, the storage compartment must be well swept, and they must have all the accessories required by the applicable toll regulations, as well as a mobile device equipped with a high-resolution camera, and the driver must be accessible throughout the transport.
- 9.2. The Carrier is obliged to continuously reduce the emissions of its fleet (CO2 and noise) and at the same time is obliged to submit an annual report on the fulfilment of this obligation.
- 9.3. Mandatory vehicle equipment as well as suitable cargo securing devices, in particular:
- *a set of adjustable clamping belts for each loading metre of the vehicle*
    - *Straps with acceptable traction of at least 2500 daN;*
    - *Hooks with a preload of at least 250 daN;*
    - *2x edge protectors;*
  - *2x tensioning slats;*
  - *enough anti-slip mats;*

as well as other equipment and instruments required by the Customer.



- 9.4. In the event of a discrepancy between the actual condition and Clause 9.3, the Customer shall be entitled either to allow the Carrier to purchase such equipment from the Customer (if such equipment is available to the Customer) or to exclude the vehicle from the performance of the order for carriage.
- 9.5. If vehicles are used to transport dangerous goods, the Carrier is obliged to provide the necessary equipment and tools together with the vehicle, as well as suitably trained and authorised personnel for the transport of dangerous goods. The Carrier shall ensure that the vehicles comply with the conditions laid down by legal regulations. Within 30 days of the end of each quarter, the Carrier shall provide the Customer with a checklist on each vehicle, signed by the Carrier and the driver concerned, as evidence of performance in accordance with the terms of the Contract.
- 9.6. The Carrier undertakes to provide the Customer, at the latter's request, with copies of the training certificates of all drivers, in particular for the purposes of ADR, or other certificates necessary for the performance of the relevant carriage.
- 9.7. The Carrier is obliged to park only in safe, guarded parking lots reserved for this purpose during the entire transport. Damage to the shipment resulting from a breach of this obligation by the Carrier shall be considered a gross breach of duty and the Carrier shall be obliged to compensate the Customer for the damage in its entirety.

## **ARTICLE 10.**

### **LIABILITY FOR DAMAGE**

- 10.1. The Carrier shall be liable to the extent of the Carrier's statutory liability for damage to the shipment which occurs after the Carrier has taken delivery of the shipment at the place of loading (place of dispatch) until the shipment is handed over at the place of unloading (place of delivery/destination).
- 10.2. The Carrier is obliged to immediately inform the Customer about the risk of damage, the risk of delay in transportation, as well as other circumstances affecting the proper performance of the contract of carriage by the Carrier. In the event of damage, the Carrier is obliged to take the necessary measures and exercise the necessary professional care to minimize the damage and to inform the Customer without delay. The Carrier is further obliged to inform the Sender about the execution of loading, clearance and unloading of the shipment. After the unloading of the shipment has been carried out, the Carrier is obliged to notify the Customer of this fact without delay, at the latest within one hour of the completion of the unloading. If any problems arise during the unloading of the shipment, the Carrier is obliged to inform the Customer immediately. Furthermore, the Carrier is obliged, at the Sender's request, to provide the Sender with complete and truthful information on the performance of the contract of carriage, in particular on the current location of the shipment. If contact persons are indicated in the header of the contract of carriage or in other relevant documentation between the Parties, the Carrier is obliged to provide the information according to this paragraph to the Customer through the said contact persons (also by telephone). If there is a risk of damage to the Sender, the Carrier is obliged to immediately provide the telephone contact of the driver performing the carriage for the Carrier at the request of the Customer. The Carrier shall at all times during the carriage of the shipment provide the Customer with a telephone contact for the driver performing the carriage to ensure that the Carrier's driver is available at that contact at all times during the carriage of the Shipment.
- 10.3. The Contracting Parties shall not be liable for damage or breach of contractual obligations, or the occurrence of circumstances caused by force majeure. Force majeure shall include, but not be limited to: *fire, flood, earthquake and other natural disasters, war, unexpected intervention by public authorities, civil disturbances, insurrections, terrorist attacks, storms, embargoes, failure or other limitation of information and control systems due to hacker attacks or other objective facts, or any other similar events which cannot be foreseen or prevented.*

10.4. The Contracting Parties are obliged to inform each other as soon as possible of cases of force majeure that have occurred or are imminent. Once the force majeure has ceased, the Parties are obliged to provide each other with the necessary cooperation to continue the performance of the obligation in question.

10.5. The Carrier acknowledges that failure to comply with the obligations set out in:

- a) Article 2, Clause 2.5;
- b) Article 4, Clauses 4.1, 4.3 and 4.8;
- c) Article 5, Clause 5.1;
- d) Article 7, Clauses 7.1, 7.5 and 7.6;
- e) Article 8, Clause 8.2;
- f) Article 9, Clause 9.7;
- g) Article 12, Clause 12.7;

of these GTC on the part of the Carrier will be taken as gross negligence/gross negligence.

## **ARTICLE 11**

### **CONFIDENTIALITY**

11.1. All information about the Customer or its customers or business partners that the Carrier becomes aware of, as well as contractual documentation (contract, GTC, orders for carriage, invoices, delivery notes, etc.) shall be considered confidential and may not be disclosed to third Parties without the prior written consent of the Customer, unless the Carrier is obliged to disclose confidential information pursuant to generally binding legal regulations.

11.2. The Carrier is obliged to maintain this information and protect it from disclosure to third Parties as if it were its own confidential data.

11.3. The Carrier is bound by the obligations under this article of the GTC for the entire duration of the contract of carriage and also after its termination without any time limit.

11.4. The Carrier undertakes not to contact the Customer's customer beyond the obligations arising from the contract of carriage, only if this contact of the carriage provider with the customer would be justified by a pre-existing contractual relationship.

11.5. The Carrier is obliged to pay a **contractual penalty of 30% of the fee for each breach of the obligation** of confidentiality under this article of the GTC. The Carrier is obliged to pay the contractual penalty within the due date specified by the Customer. Claims arising from damages caused by this breach shall remain unaffected and the Customer may claim full compensation for damage irrespective of the contractual penalty.

11.6. The provision or disclosure of confidential information shall not be considered a breach of the obligation of confidentiality if it is provided to:

- a) an authorised public authority on the basis of a decision or other procedural act,
- b) subcontractors and other persons authorised by them for the purpose of carrying out the carriage or fulfilling other obligations under the contract of carriage,
- c) third parties on the condition that this is required for the performance of obligations or the exercise of rights and legitimate interests of the Parties and to the extent necessary for such performance of obligations or the exercise of rights and legitimate interests (e.g. auditors, tax and legal advisors, etc.).

## **ARTICLE 12.**

### **OTHER ARRANGEMENTS**

- 12.1. The Contracting Parties undertake to provide each other with mutual assistance, in particular to transfer to each other the knowledge and information necessary for the achievement of the object of the contract of carriage. All information shall be provided by the Parties in writing, orally or by e-mail in such a way as to preserve the confidentiality of the information.
- 12.2. The application of the provisions of Section 628 of Act No. 513/1991 Coll. (Commercial Code) to the legal relations based on the contract of carriage and these GTC is excluded and the carrier does not have a lien on the goods transported according to the order.
- 12.3. **Transshipment of goods and/or any change of vehicle(s) transporting the goods as ordered is not permitted without the prior written consent of the Customer**
- 12.4. The Customer is entitled to unilaterally set off its outstanding claims against the Carrier's claims (e.g. for remuneration or other monetary consideration). The Carrier is not entitled to assign its claims against the Customer to any third Parties.
- 12.5. Strikes and lockouts at the Carrier are not force majeure.
- 12.6. Where an act is required to be in writing, the form of an email shall be sufficient, except for acts that amend or terminate this contract, which must be printed and signed by the person acting in that capacity and, as such, may be scanned and sent from the email address to the email address of the person in charge of contractual matters.
- 12.7. Without the prior written consent of the Customer, the Carrier is not entitled to use the shipment or to allow a third party to use it.
- 12.8. The obligations laid down in this contract must be fulfilled even after payment of the contractual penalty for their breach.
- 12.9. In the event of an accident or detention of the Carrier's vehicle or any other obstacle preventing the proper performance of the carriage or completion of the carriage by the agreed vehicle, the Carrier is obliged to provide another vehicle of similar parameters without delay at its own expense. In case of failure to fulfil this obligation, all costs incurred by the Customer related to securing another vehicle shall be charged to the Carrier and the Carrier shall be obliged to reimburse the Customer in full for the costs incurred.
- 12.10. The Customer declares that all personal data of the Carrier - natural person, or members of the governing bodies of the Carrier, contact persons of the Carrier, or other persons authorised to act on behalf of the Carrier, employees or other cooperating persons of the Carrier (as data subjects), whose personal data are processed by the Customer in connection with the contract of carriage, with which the Carrier comes into contact in the performance of its activities under this contract, is considered strictly confidential and is handled in accordance with the applicable legislation in the field of personal data protection, in particular in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter also referred to as the "**GDPR Regulation**") and Act No. 18/2018 Coll. on the protection of personal data, as amended (hereinafter also referred to as the "**PDP Act**").
- 12.11. The Customer provides information on the processing of personal data and on their rights under the applicable legislation to all data subjects through the information in the **Personal Data Protection Policy**, which is continuously available on the Customer's website <https://jarektoptrans.sk/zasady-ocrahny-osobnych->

udajov/. The Carrier declares that it has read and understood the Personal Data Protection Policy document in its entirety.

12.12. The Parties declare that they have instructed their employees as well as other persons authorised to handle the personal data of the data subjects in accordance with the GDPR Regulation and PDP Act as regards their obligations, in particular the obligation to maintain confidentiality and secrecy of personal data.

12.13. The Carrier undertakes to maintain the good reputation of the Customer at all times. In the event that the Carrier arranges the transport of the shipment through a third Party, the Carrier undertakes to preserve its reputation as well as the reputation of the Customer.

12.14. The Carrier is also obliged to fulfil all its reporting and documentation obligations to the competent authorities of the Federal Republic of Germany as well as all other obligations arising from the applicable version of the MiLoG Minimum Wage Act in a timely and proper manner. The Carrier is also obliged to duly and timely fulfil all its obligations arising from the applicable minimum wage law Loi Macron and the minimum wage law LSD-BG in the case where their scope of application is given. The Carrier declares that it is aware of the currently valid and effective version of the MiLoG Minimum Wage Act, the Loi Macron Minimum Wage Act and the LSD-BG Minimum Wage Act and undertakes to comply with them. The Carrier shall be obliged to demonstrate the fulfilment of the above obligations under this Clause of the GTC at any time upon the Customer's request. In the event that any sanction or liability for damage is imposed or incurred as a result of the Carrier's breach of its obligations under this Clause of the GTC, the Carrier shall be solely liable for such sanction or damage and shall be obliged to pay the sanction or damage imposed in full. In the event of any third-Party claims arising or asserted against the Customer due to a breach of the MiLoG Minimum Wage Act, the Loi Macron Minimum Wage Act or the LSD-BG Minimum Wage Act by the Carrier, the Carrier shall be obliged to satisfy such third-Party claims in full itself. The Carrier is also expressly obliged to do so in respect of claims by the social security authorities, the tax authorities and other authorities competent for monitoring compliance with the applicable legislation. In the event that the Carrier carries out the carriage through a third party, another carrier, it is obliged to ensure and verify that this party has duly and timely fulfilled all its obligations under the MiLoG Minimum Wage Act as well as the obligations under the Loi Macron Minimum Wage Act and the obligations under the LSD-BG Minimum Wage Act in the cases where their competence is given. If the third party fails to fulfil any of its obligations under the MiLoG Minimum Wage Act, the Loi Macron Minimum Wage Act or the LSD-BG Minimum Wage Act, the Carrier shall be liable for any damage or penalties imposed on account of such failure to the full extent of the Carrier's liability and shall be liable to compensate the Carrier in full for any damage or penalties imposed. The use of a third party to carry out the carriage in no way relieves the Carrier of the liability and obligations arising from the provisions of this Clause of the GTC.

### **ARTICLE 13. PENALTIES**

13.1. In the event of a breach of any of the Carrier's obligations or any false representations and warranties under these GTC, the Carrier acknowledges that its acts or omissions may become the subject of litigation and that damage may be recovered in court for each and every breach of any of the Carrier's obligations or false representations and warranties.

13.2. The Carrier undertakes that in the event of breach of obligations or any false representations and warranties contained in

- a) Article 2, Clause 2.5.;
- b) Article 4, Clauses 4.1., 4.3., 4.8. and 4.9.;
- c) Article 5, Clause 5.1.;
- d) Article 6, Clauses 6.1.,

e) Article 7, Clauses 7.1., 7.3., 7.5. and 7.6.;

f) Article 8, Clause 8.2.;

g) Article 9, Clause 9.3., 9.7.;

h) Article 12, Clause 12.3. and 12.7.;

of these GTC, the Customer undertakes to pay the contractual penalty of **30 % of the price of the carriage fee for each violation of Paragraph 13.2.(a) to (h) of these GTC.**

13.3. The Customer's right to compensation for damage is unaffected by the contractual penalty under this article of the GTC.

#### **ARTICLE 14.**

##### **APPLICABLE LAW AND JURISDICTION**

14.1. Any disputes arising between the Carrier and the Customer from the concluded contract of carriage, the Contracting Parties shall attempt to resolve primarily by out-of-court means.

14.2. The Parties agree that this contract as well as the legal relations established by/in connection with this contract shall be governed by the **legal regulations of the Slovak Republic**. In the event of a dispute arising in connection with this contract, jurisdiction shall be vested in the **competent courts of the Slovak Republic**, according to the location of the Customer's registered office at the time of commencement of legal proceedings.

14.3. Legal relations established by a contract of carriage shall be governed by the Convention on the Contract for International Carriage of Goods by Road (Decree of the Minister of Foreign Affairs No. 11/1975 Coll., hereinafter referred to as the "CMR Convention"), if its scope of application is determined in accordance with the provisions of Article 1(1) to (4) of the CMR Convention, and, in the alternative, by Act No. 513/1991 Coll. Commercial Code, as amended (hereinafter referred to as the "Commercial Code") and these GTC of the Customer. In cases where the provisions of the CMR Convention cannot be applied to a given legal relationship based on a contract of carriage, it shall be governed by the provisions of the Commercial Code, other legal regulations of the Slovak Republic and these GTC of the Customer.

#### **ARTICLE 15.**

##### **FINAL PROVISIONS**

15.1. If any provision of this contract becomes invalid, ineffective and/or unenforceable, the validity, effectiveness and/or enforceability of the remaining provisions of this contract shall not be affected unless precluded by law from the nature of such provision. Upon the Parties becoming aware that any provision of this contract or part thereof is invalid, the Parties shall replace the invalid, ineffective and/or unenforceable provision of this Contract or part thereof without undue delay with a new provision that respects the purpose of the original and Party-agreed provision of this Contract.

15.2. The Contracting Parties are bound by the concluded framework or individual contract of carriage and are not entitled to cancel it unilaterally unless the framework or individual contract of carriage, these GTC or a generally binding legal regulation stipulates otherwise.

15.3. The individual contract of carriage, which arises on the basis of the order and these GTC, comes into force at the moment of its creation and is concluded for a definite period of time, until the Carrier fulfils the subject-matter of the contract. Such contract may be terminated either by written agreement of the Parties or by unilateral withdrawal of the Customer from the contract on the following grounds:

- a) The Carrier is **bankrupt** within the meaning of Section 3 of Act No. 7/2005 Coll. or the Carrier is subject to bankruptcy or restructuring proceedings;
- b) the Carrier has committed a **material breach** of the GTC such as:
  - i. intentional damage to the property of the Customer or its customers or third parties or if there is a risk of the damage due to gross negligence of the Carrier;
  - ii. damaging the reputation of the Customer (by improper behaviour of drivers, etc.);
  - iii. violation of the obligations set out in the GTC;
  - iv. any of the Carrier's representations and warranties under the GTC prove to be false at the time of the conclusion of the Contract or the Carrier fails to comply with them at a time after the conclusion of the Contract;
  - v. gross or repeated (at least 3 times in the last 3 months) violation of the obligations set forth in the GTC or in the framework of special transport orders,
  - vi. failure to obtain official permits to carry out transports under the Contract in accordance with all legal requirements,
- c) **substantial delay in the payment** of amounts due to the Customer (at least 60 days),
- d) the Carrier is in default in the payment of **social or health insurance contributions** or has failed to provide proof to the contrary within 3 days upon the Customer's request;
- e) the Carrier fails to pay wages to its employees in accordance with generally binding legislation or violates the prohibition of illegal employment;
- f) the Carrier or its representative has committed a criminal offence in connection with the Carrier's business activities.

15.4. These GTC shall be drawn up in the Slovak language and, if necessary for cross-border contractual cooperation, in another foreign language, provided that all language versions are legally equivalent. In case of any ambiguity or contradictory interpretation of the provisions of these GTC in Slovak and another foreign language, the commercial and contractual relations between the Customer and the Carrier shall be governed by the Slovak version of the GTC.

15.5. The Parties expressly agree that the Customer is entitled to unilaterally change the GTC. The Customer shall publish the amended GTC on its website and shall deliver a notice of the amendment to the Carrier; such notice shall be attached to the GTC in the new wording. The amendment to these GTC shall not come into force less than 10 days after the delivery of the notice pursuant to the preceding sentence. If the Carrier does not agree with the change of the GTC, it shall have the right to withdraw from this contract immediately in writing and deliver the written withdrawal to the Customer no later than the day preceding the effective date of the change of the GTC. If the Carrier does not withdraw from this contract in accordance with the preceding sentence, the Carrier shall be deemed to have agreed to the change in the GTC and the GTC in the new wording shall replace in full the GTC in the original wording, which form part of this contract.

15.6. The GTC form an integral part of each order of the Customer for the carriage of goods. The Carrier declares that it has been duly acquainted with the contents of the GTC before accepting the order, has understood them in their entirety and unconditionally agrees with them, which it confirms by accepting the order.

15.7. These updated GTC are valid from 01.08.2023. All amendments and supplements to these GTC are valid on the date of their publication and availability on the Customer's website, or under the conditions set out in Clause 15.5. of these GTC.

