

# FRAMEWORK CONTRACT ON TRANSPORT

No. /2017

**Customer:**

Title of company: DeutschMann Internationale Spedition s.r.o.  
Seat of company: Dopravná 1907/3  
075 01 Trebišov  
Represented by: Jozef Poništ  
Identification number: 36 193 160  
Registration: Slovak Republic, District Court Košice I, Commercial Register  
section: Sro, insert number: 11156/V

(hereinafter as „Customer“)

**and**

**Carrier:**

Title of company:  
Seat of company:  
Represented by:  
Identification number:  
Registration:

(hereinafter as „Carrier“)

## Article I.

### Legal personality of the contracting parties

1. The Customer declares that he is a duly incorporated company which is registered according to Slovak legislation and is authorized to conduct business.
2. The Carrier declares that he is a duly incorporated company which is registered under the legislation of the home country, and that he is authorized to conduct business in international road freight.

## Article II.

### Subject of contract

1. By this contract the Customer and the Carrier adjust the conditions of business cooperation, where based on individual transport contracts concluded under the Transport orders issued by the Customer, will be subsequently performed the transport of goods by the Carrier under the below specified conditions.
2. The Carrier commits himself under this contract and the individual Transport orders to perform the transport of goods for the Customer. The Customer commits himself under conditions set out below to pay the Carrier the transport fee.

3. The relevant road transport of goods shall be governed by the provisions of § 610 et seq. of Commercial Code in accordance with the "Convention on the transportation contract in international road transportation CMR" and provisions of other related international regulations.

### **Article III.**

#### **Conclusion of individual transportation contracts**

1. The Customer sends to the Carrier Transport orders for each individual transport. The Customer can determine in one Transport order also more points of loading, respectively unloading.
2. The Customer sends Transport orders by e-mail. As long as the Transport order is granted by telephone it will be subsequently supplemented by the Customer.
3. The Transport order will include:
  - a) the dates of loading and unloading,
  - b) the exact address of loading and unloading and possibly an accurate labelling of recipient, for whom the consignment is destined.
  - c) registration plate (license plate) of vehicle agreed for transport, the type of vehicle or its load capacity and dimensions of the cargo space,
  - d) the type of goods, the specific characteristics of the consignment (dangerous goods according to ADR, temperature sensitive goods, etc.), the quantity of goods (number of pallets or possibly also the type of pallets ) and the total weight of the consignment,
  - e) special interest in delivery (if required by the Customer)
  - f) possibly an indication of the value of the consignment in accordance with Art. 24 of CMR Convention, if the value of the consignment is higher than 8.33 SDR per 1 kg of gross weight of the consignment.
  - g) possibly any special requirements (requirement for special means of transport, two drivers, ensuring the prescribed temperature in the cargo space, the need to perform customs respectively other administrative procedure, use of accompanying vehicle, etc.)
  - h) the name and contact details of the Customer's staff, who ensures the Transport order.
4. If during the transport itself the Carrier will be required to carry out different actions to the consignment as set out in the Transport order, the Carrier may perform them only after consultation with the staff of the Customer, who is designated in the Transport order, or his representative, about whom the Carrier will be informed in advance by the Customer. In the event that the Carrier is required to carry out an action, which is required to be carried out under the legislation, the Carrier is entitled to carry out this action also without consulting the Customer.
5. The Customer and the Carrier are liable for acting of their staff and other persons who they apply for performance of this contract.
6. The Customer requires the prior written arrangements of a single transportation contract and if the Carrier fails to confirm in writing the specific Transport order, but provides a vehicle for loading and the Customer loads it, the content of such an agreement is tacitly acknowledged by both parties, including provisions on alternative transfer price according to clause No. 1, Article IV of this contract.
7. The Customer has the right to determine that the consignment will be temporarily stored in the warehouse of the Carrier. As long as the storage time does not exceed 5 days the storage is considered as part of transport. In the case of storage of consignment or its part for more than 5 days the Customer and the Carrier shall conclude a Contract on storage.

**Article IV.**  
**Contractual retribution and payment terms**

1. The Carrier is entitled for proper and timely performance of transport to agreed transport fee which is given in the Transport order for specific transportation. The given prices are without VAT.

The given price for transport is the contractual price, which includes all fees associated with the transport of consignment. Potential customs fees will be reimbursed to the Carrier. The Carrier is entitled to payment of the above given contractual price for the transport of consignment only if he complies with all the terms and conditions of transportation. In the event that there is a failure to comply with all the terms and conditions of transportation there is negotiated an alternative amount of transport fee in the amount of documented necessary expenses up to half of the original contractual price for transportation. This agreement on price will not be used if the Carrier proves that there has been a failure to fulfil the contract due to force majeure.

2. If the Carrier cannot finish the transportation due to the facts for which he is not responsible, he shall be entitled to a proportionate part of the transport fee, taking into account the already completed transportation. If the Carrier cannot finish the transportation due to the facts, for which he is not responsible, he is entitled to a proportionate part of the transport fee, taking into account the already completed transportation and taking into account the additional costs incurred to the Customer in connection with the acquisition of replacement transportation.
3. The invoice of the Carrier must contain the particulars of a tax document pursuant to Act 222/2004 Coll. If the invoice does not contain particulars of a tax document, the Customer is entitled to return the invoice to the Carrier for supplementation. In this case is interrupted the lapsing of maturity date and the new period will begin lapsing at delivering the new invoice to the Customer. The Customer is obliged to return such defective invoice to the Carrier at the latest within five working days of its receipt, or the invoice maturity is running according to the original invoice. When sending invoice by post, it shall be deemed to have been received by the Customer no later than three days (domestic relations) or seven days (international relations) from dispatch of the invoice by the Carrier.
4. Invoices of the Carrier are payable in the form of a transfer order. The maturity of invoice for the transport is 35 days from the date of delivery of 2 pieces of proper invoice from the Carrier and 2 copies of confirmed genuine CMR consignment letters (or other documents such as copies of the duly completed customs documents, delivery notes, records of vehicle journeys and others, according to the request of the Customer indicated in individual Transport orders). All documents must be duly confirmed and stamped in the usual way. The invoice must show the number of the Transport order of the Customer. The Carrier is obliged to deliver to the Customer an invoice along with the required documents within 7 days after completion of transportation. Payment of the transport fee will be made by the Customer 1 x weekly, every Friday, in the week in which the maturity of transport fee occurred.
5. Entitlement to payment of the transport fee to the Carrier originates at the moment of performance of transport and only after the completed transport can be issued the invoice to the Customer for the agreed transport fee or alternative transport fee in accordance with clause 1 of this Article of the contract.
6. The Customer will also settle to the Carrier all reasonably incurred additional costs that need to be duly documented. These are additional costs that the Carrier pre-agreed with the Customer, or if the Carrier is entitled to settlement of these additional costs under applicable legislation, in particular the CMR Convention.
7. Downtime (waiting) for which the Customer bears responsibility will be reimbursed by a flat-rate amount given in individual Transport orders, taking into account the type of vehicle and nature of transportation, and only if they are properly documented with proof of downtime and downtime reasons, and simultaneously the Customer must be immediately informed in writing, the latest within 24 hours from its origin.

**Article V.**  
**Duties of the Carrier**

1. Unless it is in particular transport contract agreed otherwise, the Carrier is obliged to carry out the transportation by canvass vehicle with one driver. The vehicle must be in proper technical condition and it must be possible to track the movement of the vehicle by satellite device or the vehicle driver must be continuously available and reachable via a GSM phone.
2. The Carrier commits himself to ensure the proper insurance covering his liability for damages on the consignment under the CMR Convention, which applies also to the loss of the consignment or its part and insurance of Art. 24 of CMR Convention and covers the full risk of damage to a minimum of 8.33 GBP per 1 kg of gross weight of the consignment for one and all claims occurred in this year. The insurance coverage shall include reimbursement of the customs duty, excise duty or VAT that would be incurred in respect of damage to the consignment, for which bears responsibility the Carrier.  
The Customer has the right to require from the Carrier a possibility to look into the insurance contract of the Carrier and verify whether the insurance contract meets the above given conditions.
3. The Carrier is obliged to ensure the transport of consignment by professionally competent persons with appropriate knowledge and experience and to instruct them about their rights and obligations associated with the transport of consignments in road freight transport. The Carrier is obliged in view of the nature of the consignment to use the employees for whom there is no doubt about their integrity and the ability to carry out the transport properly. The Carrier is obliged to instruct and train the drivers in order to know the principles of safety in the transport of the given type of goods i.e. prohibition to provide to unauthorized persons any information on transport, in particular the nature, quantity, price of goods and the transport route. The drivers must observe the principle that they are not entitled to transport in the vehicle any unauthorized persons.
4. The Carrier is obliged to prepare for loading of the cargo a technically and legally competent vehicle which is at the same time suitable and fit for transportation of the agreed quantity and type of the cargo. The Carrier is obliged to perform transport with due professional care, so that the consignment may be exposed to as little risk as possible in transport, particularly to select carefully the sites for the immobilisation of the vehicle and by its nature provide protection of the cargo during immobilisation of the vehicle.
5. The Carrier has an obligation to be present at loading and unloading of the vehicle, to check the quantity and identity of the consignment, the apparent condition of the goods, packaging of the consignment and way of location of the consignment on the vehicle. In case the Carrier will be not able to perform this, he must state a written objection in the consignment note, not just in numbers, but in words with reasoning. The Carrier will similarly proceed at wrong storage of the consignment, where he will first notify the consignor at the place of loading and unless the consignor at the place of loading reloads the consignment he shall inform the Customer without delay and make a written objection in the consignment note. CMR must be completed according to the instructions of the Customer. If the consignor did not submit a CMR to the Carrier at the point of loading, the Carrier is obliged at his own expense to submit a CMR to the consignor at the point of loading for the issuance or the Carrier will issue it himself.
6. The Carrier is obliged to have at disposal at loading the required securing materials for securing loads, according to the type of consignment or he is obliged at his own cost to ensure from the loading this material so that the consignment is ensured in accordance with safety regulations. The Carrier is obliged to properly carry out all the customs and analogous proceedings carried out in the performance of transport. If the Customer enters into a contract on transportation with the Carrier and occurs some damage due to faulty performance of customs or similar proceedings the Carrier promises that he will replace these damages to the Customer.
7. Without the written approval of the Customer the consignment must not be accompanied by anything or the consignment must not be transferred to another vehicle and even the Carrier must not use for transportation any other carrier without the written approval of the Customer.

8. The Carrier is obliged at performance of the transportation to meet the agreed transport period which is stated in specific Transport order.
9. The Carrier is obliged during the transport continuously inform the Customer about the course of the movement immediately after arrival at the place of loading, after loading the goods about the number of loaded pieces and the total weight of the consignment, after customs clearance of the goods, after arrival at the place of unloading and after unloading of the goods. The information by the Carrier may be administered by SMS or phone.
10. In the event of any problems or uncertainties during transport or in the event of any conflict with the Transport order during transport, or if the circumstances in the performance of transport indicate that the term of loading, respectively unloading is not complied with, the Carrier must without delay, even at night, contact by phone (not SMS) the responsible person of the Customer on telephone number provided in the specific Transport order.

## **Article VI.**

### **Duties of the Customer**

1. The Customer is obliged to provide the Carrier with all necessary information and data about the consignment and provide information and documents necessary to perform the transportation. The Customer is responsible under the provision of Art. 11 paragraph. 2 of CMR Convention for damage resulting from the failure to fulfil this obligation to the Carrier. The Customer is obliged to require the performance of the transportation in a way that is suitable for the given type of cargo; otherwise he assumes responsibility for incurred damages.
2. The Customer commits himself to ensure the loading of cargo in a reasonable time schedule with respect to the dates of loading and unloading given in the Transport order. The Customer commits himself to reimburse to the Carrier the damage incurred by him as a result of delays, for which, in accordance with the CMR Convention or the Commercial Code the Customer is responsible.
3. The Customer commits himself to operate his dispatch centre so that the Carrier could contact the Customer at any time during the performance of transportation and request from him any potential instructions or to inform the Customer about important facts.
4. The Customer is obliged to notify the Carrier of any information that may be relevant for the proper performance of the transportation which he detects before the start of transport or during transport.
5. The Customer commits himself to pay to the Carrier for damage to persons, vehicles, other consignments or to the property of third persons, respectively any other damage caused by defective packaging of the consignment, as well as all and any costs and performances which arose from this cause so far it was not a fault that the Carrier apparently had to know during loading.  
The Customer is obliged to replace any damage caused to the Carrier by persons, for which the Customer is responsible.

## **Article VII.**

### **Trade secret**

1. The contracting parties shall maintain the confidentiality of the content of this contract and its implementation and of all conventions and matters related to this contract or of which the parties have learned in connection with this contract and which have been known to him at performance.

2. The contracting parties commit themselves to ensure confidentiality in accordance with clause 1 of this Article, of all people directly or indirectly involved in the implementation thereof, to whom are known facts that could affect the reputation and respectability of the other contracting party, even after the termination of contractual relationship. Generally known or to the public available information is not considered a trade secret. As violation of confidentiality is not considered providing information to entities that may require the provision of the information under the law
3. As violation of confidentiality shall not be considered fulfilling the obligations imposed by legal regulations e.g. handing over the consignment note to the consignor and consignee.
4. Contact with the Customer beyond the obligations arising from this transport will be assessed as competitive conduct even one year after the end of the transportation. The Customer means any legal entity whose identity was given to the Carrier at conclusion of the contract on transport or performance of the contract on transport, or was listed in the documents available to the Carrier. For any competitive negotiations of the Carrier is agreed a contractual penalty, which the contracting parties have agreed in the amount of 100.000, - EUR.

### **Article VIII.**

#### **Contractual increase of the Carrier's liability for damage to the consignment**

1. The Customer and the Carrier agree that as surcharge to the transport fee is agreed an increase of liability for damages caused to the consignment during transport, for which the Carrier is responsible. The consignor may enter in the consignment note CMR the value of the consignment and this value of the consignment subsequently replaces the limit of replacement obligations of the Carrier given in Art. 23 paragraph 3 of CMR Convention.
2. The amount of the surcharge to the transport fee will be determined by agreement between the Carrier and the Customer according to the value of the consignment for each transport separately. The amount of surcharge will be subsequently listed in the specific Transport order.
3. The Carrier is entitled to write into the CMR consignment note the value of the consignment in the name of the Customer in the amount referred to him by the Customer.

### **Article IX.**

#### **Complaint procedure**

1. If the Carrier fails to perform the transportation the Customer will be required to send without unnecessary delay his complaint to the Carrier and request an opinion from the Carrier.
2. The Carrier is obliged to comment on the complaint received from the Customer and inform the Customer without unnecessary delay about his opinion and duly justify this opinion. The Carrier has the right to wait with his opinion until the receipt of the opinion of his insurer.
3. The Customer is obliged to ensure that in the event of damage to the transported consignment the consignment could be inspected by the liquidator of the Carrier's insurance company or other person designated by the Carrier at the place where the damaged consignment will be stored. The inspection of damaged goods must be made without unnecessary delay, normally within 10 working days of receipt of the Customer's complaint.

## **Article X.**

### **Liability for damages**

1. The liability of contracting parties for occurred damages caused to the other contracting party is governed by legal regulations of the Slovak Republic mainly the Commercial Code and CMR Convention.
2. The contracting parties are obliged to act so that the damage may not occur.

## **Article XI.**

### **Dispute resolution and Arbitration Clause**

1. The contracting parties commit themselves to resolve any disputes arising in connection with this contract mainly by negotiation and agreement.
2. In the event that no agreement is reached the contracting parties hereto in accordance with § 3. and seq. Act No. 244/2012 Coll. on arbitration agreed that all disputes between them arising out of legal relationships under this contract or relating to this contract, including disputes about the validity, interpretation and termination of this contract, as well as disputes arising from other legal relations existing before signing the contract shall be resolved before the General Arbitration Court of the Slovak Republic, Dunajská 8, 811 08 Bratislava, ID: 37814681 ( hereinafter only "the arbitration court") by a sole arbitrator pursuant to the internal regulations of the tribunal. The contracting parties hereby agree to additional amendments of jurisdiction of the Arbitration Court to the previous legal relationship between the parties. The arbitrator shall be appointed by the arbitration court. The judgement of the arbitration court will be final and binding for the parties. The parties expressly agreed on the possibility of a court in accordance with the provision § 22a paragraph. 1 of Act No. 244/2002 Coll. on arbitration procedure.

## **Article XII.**

### **Final provisions**

1. The contract shall enter into force upon signature by both contracting parties and supersedes any possible existing contracts and agreements.
2. The contract is concluded for an indefinite period. The Customer and the Carrier are entitled to terminate the contract in the following ways:
  1. by written agreement of both contracting parties,
  2. by written notice of either contracting party, in case of a violation of the obligations under this contract, while the validity of the contract shall expire on the expiration of one month from the date of sending off the notice,
  3. by written withdrawal from the contract if the other party fails to fulfil duly and timely its obligations within the time limits, or it otherwise fails to comply with its obligations under this contract or the relevant legislation. Withdrawal from the contract terminates the contract when the expression of will by the justified party to withdraw from the contract is delivered to the other party.
3. The written notice and the written withdrawal from the contract is delivered to the other party by registered letter. If the other party does not accept the withdrawal in writing, it shall be deemed received on the 10th day after the date of dispatch, even if the other party has not learned about the delivery (deposit the post office).

4. All provisions of this framework contract are valid also for individual Transport orders. If the validity of the framework contract on transportation ends in manner described in clause 2 of this Article, on the date of its termination is terminated also the individual Transport order. When the contract expires, all performed transportations of consignments will be completed under the provisions of this contract.
5. Withdrawal from the contract does not terminate the obligation to pay for the occurred damages and the services previously carried out by the Carrier. Agreements on the contractual penalty, the arbitration clause and the confidentiality shall continue to apply.
6. The contract is made in two copies, one for each party. Both counterparts are equally authentic. The provisions of this contract may be changed only with the consent of both parties on the basis of written and numbered amendments.
7. The legal relations of participants of this contract, if not adjusted by this contract shall be governed by the law of the Slovak Republic, in particular the Act No. 513/1991 Coll. of Commercial Code, as amended by the CMR Convention, other regulations of the Slovak Republic and international treaties binding for the Slovak Republic.
8. Delivery of documents is done to the addresses of the parties under this contract, or to another address of which the party shall notify in writing the other party as its delivery address. If it is not possible to deliver a document to such an address and if a party failed to notify in writing the other party of a delivery address different from the address specified in this contract, the document shall be deemed duly delivered on the day of returning of undelivered consignment to the contracting party. The contracting party shall immediately notify the other party of changes of data and facts having an impact on the contents of this contract.
9. The provisions of this contract which shall be according to the law because of conflict with the law invalid are treated as if they were not part of this contract.
10. The parties agree that neither contracting party is authorised to assign the rights nor obligations under this contract to a third party without the prior written consent of the other party.
11. The contracting parties declare that they made familiar with the individual provisions of the contract, they discussed its wording and understood it, they did not conclude the contract in distress or under obviously disadvantageous conditions and a sign of their consent to the wording of its provisions they confirm it by their signatures.

In Trebišov, on the day

For Customer

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In \_\_\_\_\_, on the day

For Carrier

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