

## General Terms & Conditions for Freight Carrying and Forwarding (GT&Cs Transport/Spedition)

### 1. Scope and Contractual Basis

(1) The GT&Cs Transport/Spedition, hereinafter referred to as „GT&C“, shall apply for any not Slovak-language and not German-language based agreement with DeutschMann Internationale Spedition s.r.o., Dopravná 1907/3 075 01 Trebišov, IČO: 36193160 or with its affiliated companies, hereinafter referred to as „DeutschMann“, pertaining to freight forwarding and the carriage of goods.

(2) Applicable to the agreement are – in the following order - mandatory rules (e.g. CMR), individual agreements and these GT&C. If anything remains unregulated the CMR shall apply.

### 2. Conclusion and Rescission of Contracts

(1) The principal, hereinafter referred to as „Customer“, addresses its proposal to DeutschMann in written, oral, or any other form. DeutschMann accepts the proposal by sending out a contract note via email to the email address mentioned by the Customer in its proposal.

(2) The acceptance can also be declared by handing over the consignment bill to the Customer through DeutschMann or a carrier instructed by DeutschMann, hereinafter referred to as „carrier“.

(3) DeutschMann has the right to refuse accepting the proposal without giving reasons.

(4) After accepting the proposal the concluded contract can only be terminated by a written agreement between the Customer and DeutschMann. In that case of termination the Customer has to pay all charges which have incurred in respect to the preparation of the carriage or the performance of the carriage.

(5) Subject matter of contract become only these details which are mentioned in the contract note by DeutschMann or the consignment note handed over by the carrier or a third party authorised by the carrier. Any discrepancies between the proposal and the contract note are only subject matter of contract as stated in the contract note.

### 3. Information requirements, Special goods

(1) Prior to placing an order, the Customer is obliged to give timely notice of all relevant conditions and information affecting the carrying out of the same. This includes all relevant data required for carrying out the service, such as addresses, signs, numbering and amounts of packages or otherwise specified amounts, type, composition and characteristics of the goods (such as live animals and plants, perishability), the gross weight (including packaging and loading devices), delivery times and the value of the goods. In particular, the Customer must advise DeutschMann regarding:

a) All public-legal duties and safety regulations, such as duties relating to customs, foreign trade regulations (particularly those relating to goods and people as well as specific country embargos) and legal safety statutes.

b) In case of carriage of goods by sea, all relevant data relating to safety statutes, such as the International Convention for the Safety of Life at Sea (SOLAS).

c) Intellectual property rights of third parties, such as trademark and license limitations which are connected to the possession of the goods, including legal or regulatory hindrances capable of prejudicing the processing of the order.

d) Specific technical requirements for transportation and particular cargo securing means to be supplied by DeutschMann.

(2) In case of dangerous goods, the Customer must inform DeutschMann in text form regarding the quantity and specific nature of the hazard including – if required – the necessary safety measures. Furthermore, the Customer must provide the relevant classification according to the relevant dangerous goods laws and, at the latest, during the handover of the goods, supply the required documentation. Hazardous goods are goods that have the potential to endanger people, vehicles or legal interests of third parties during the course of standard transportation, warehousing or other activities. In particular, hazardous goods are defined as goods that fall in the scope of application of statutes and regulations relating to hazardous goods, such as provisions covering dangerous materials, water or garbage.

(3) In case of valuable or theft-sensitive goods, the Customer must inform DeutschMann in text form regarding the type and value of the goods and the current risks involved to enable DeutschMann to assess the acceptance of the order or take appropriate measures for the safe and damage-free completion of said order. Valuable goods are classified as those that, at the time and place of taking over, have an actual value of at least 50 Euro/kg or 10,000 Euro/per packed item. Theft-sensitive goods are those exposed to an increased risk of robbery and theft, such as money, precious metals, jewellery, watches, precious minerals, art, antiques, check books, credit cards and/or other payment means, stocks and security papers, documents, spirits, tobacco, entertainment electronic goods, telecommunications goods, IT equipment and accessories.

(4) In cases when an order issued to DeutschMann does not comply with these GT&C requirements, the contractor is free to:

a) Refuse the receipt of goods,

b) Return goods already received and to keep it in readiness for collection, or

c) Complete the order without further information to the Customer and subsequently claim an appropriate additional charge, in cases where a safe and damage-free completion of the order increases costs.

(5) DeutschMann is not obligated to check the information supplied by the Customer, or to make additions to it.

### 4. Prohibited Goods

(1) The Customer is obligated to declare latest when addressing the proposal whether any of the prohibited goods mentioned in paragraph 2 to this article are to be carried.

(2) DeutschMann does not carry the following prohibited goods: Precious metal, jewellery, gems, paper money, other means of payment or security papers for which in the event of a claim a blockage cannot be conducted, unique documents and certificates, works of art, antiques, paintings, sculptures, weapons, or any goods whose carriage or storage violates any prohibition by law or any other official parameter.

### 5. Customs clearance, other statutorily required handling of the goods

(1) DeutschMann is entitled to make customs clearance dependent on issuance of a written power of attorney that assigns direct representation.

(2) The Customer is responsible for supplying DeutschMann with all information, certificates and other documentation required, such as customs classification, for the correct processing of customs or other statutorily required handling of the goods, including, but not limited to, security checks for air freight shipments.

(3) If the order to DeutschMann relates to the shipping of goods to a foreign destination, DeutschMann is entitled to act in regards to the customs, security or other statutorily required handling of the goods, if the transport of the goods to the agreed destination would be impossible without such action. DeutschMann is hereby:

a) Entitled to act in the name of the Customer, when such authority has been granted,

b) Entitled to open packages whenever such action is necessary to comply with statutorily required controls (e.g. DeutschMann as regulated agent), and to subsequently take all measures necessary to complete the order, such as repackaging the goods.

(4) If the order to DeutschMann relates to a shipment under customs supervision, DeutschMann is entitled to fulfil all the formalities and to advance payments required by customs if, without such actions, the completion of the order and, in particular, the delivery of goods to the consignee, would be impossible.

(5) Whenever DeutschMann arranges services in the interest of the Customer according to Article 5 Paragraph 3 and Article 5 Paragraph 4 or carries out such services, DeutschMann is entitled to a remuneration according to local standards or otherwise an appropriate remuneration, even in the absence of a prior agreement.

## 6. Services by DeutschMann

(1) DeutschMann decides in its sole discretion how and on what route the goods are carried if an agreement about transport means or transport routes has not been made.

(2) DeutschMann only covenants an observance of delivery times or any other time limit if the time limit has been confirmed through the contract note. The covenant of the time limit is agreed on the condition of usual traffic and usual weather conditions and the nonexistence of acts of god (e.g. strike, road blockages, hindrances by the authorities like smog alarm, and the compliance with regulations) and rest periods of the driver during the period of the carriage. Any agreement based upon disregard of these conditions is void.

(3) DeutschMann and the carrier have the right to store the goods if the carriage cannot be performed as agreed in the contract note or if the goods cannot be delivered to the consignee and cannot be returned to the sender or a party authorised by the Customer. Any charges incurring from the storage shall be paid by the Customer.

(4) DeutschMann does not perform weighing and inspection of goods, or measures to preserve or improve goods or their packaging, unless it is agreed.

(5) DeutschMann does not perform returns, detours and hidden additional cargo.

(6) A transshipment ban does not apply.

(7) DeutschMann does not offer shipment tracking systems.

## 7. Packaging and labelling duties of the Customer

(1) The Customer must clearly and permanently label all packages with their required identifications, such as addresses, marks, numbers and symbols relating to the handling and characteristics of the goods. Obsolete identification marks must be removed or garbled.

(2) Furthermore, the Customer is responsible for:

a) Identifying all items belonging to the same shipment, to ensure easy recognition,

b) Ensuring that the contents of packaged items cannot be accessed without leaving external traces. Packing tape, rings or similar securing methods are only sufficient if they are unique or otherwise difficult to copy. Foil packaging is only acceptable if it has been securely sealed,

c) Ensuring that combined shipments made up of multiple items or units with a girth dimension of less than 1 m (maximum volume plus the longest edge) are bundled together into larger items,

d) Consolidation of hanging shipments consisting of several items into sealed wrapped units for easier handling,

e) Marking packing units with a gross weight of at least 1,000 kilograms (kg) with the weight specification as statutorily prescribed for heavy loads to be transported by ship,

f) To ensure neutral packaging for valuable or theft-sensitive goods.

(3) Packages are single items or units formed by the Customer for the fulfilment of the order, for example boxes, grid boxes, pallets, handling units, closed loading bins, such as covered wagons, wagons with tarpaulin covers, semi-trailers, swap bodies, containers or igloos, which DeutschMann must handle as one ensemble.

(4) Whenever packages do not comply with the conditions listed in Articles Article 6 Paragraph 1 and Article 6 Paragraph 2, Article 3 Paragraph 4 applies accordingly.

(5) The Customer is obligated to arrange sufficient packaging of the goods. The packaging shall be arranged in such a way that the goods are protected from loss and damage and that to DeutschMann, to the carrier, and to any third party cannot arise any damage. The Customer is liable for damages which arise to DeutschMann, to the Carrier or to any third party due to insufficient packaging.

## 8. Loading, Securing cargo

(1) The loading shall be carried out by the Customer or its authorised third party securely according to relevant legislation and to best available and state of the art. The security of goods and unloading of goods are the responsibility of the Customer or its authorised third party.

(2) Duties as mentioned in paragraph 1 are only carried out by DeutschMann if explicitly confirmed in the contract note and for appropriate charges.

(3) Transport personnel (e.g. drivers) of DeutschMann and the Carrier are directed not to effect any performances regarding loading, unloading, and load securing. If transport personnel should still effect such performances these performances are exclusively on the instructions and under the supervision of the Customer or the authorised third party and as a sole action of courtesy and come under their

legal responsibility, except in cases when loading or unloading has occurred on transport personnel's own initiative.

## 9. Other Duties of the Customer

(1) The Customer or consignee or any other third party authorised by the Customer is obligated to announce apparent loss or damage latest at delivery of the goods by an explicit mark. Otherwise, unless the contrary is proved, the goods are considered delivered in good condition and without loss. If not apparent loss or damage has not been announced with a written statement to DeutschMann within 7 days after the delivery, unless the contrary is proved, the goods are considered delivered in good condition and without loss.

(2) Any delay in delivery has to be announced to DeutschMann within 21 days after the delivery. Otherwise DeutschMann is relieved of liability by reason of delay in delivery.

## 10. Pallets

(1) DeutschMann does not provide supply or replacement of pallets at the place of delivery.

(2) DeutschMann does not provide its own pallets.

## 11. Receipt

(1) Upon request by the Customer, DeutschMann can issue a certificate of receipt with reservations noted, if necessary. The certificate of receipt issued by DeutschMann only confirms the number and type of packages, not their content, value, weight or other measurements.

a) In case of previously loaded or sealed loading units, such as containers or swap bodies and previously transmitted data, the accuracy of the certificate of receipt regarding quantity and type of loaded packages is vitiated, if DeutschMann notifies the Customer on differences (in quantity) or damages, immediately after unloading the loading unit.

b) In case of doubt, the certificate of receipt does not confirm the gross weight or otherwise indicated measurements for mass goods, wagonloads, containers or other, previously loaded units.

(2) DeutschMann must attempt by all means to request proof of delivery from the consignee in form of a delivery receipt listing all packages as outlined in the order or other accompanying documentation. Should the consignee refuse to issue a delivery receipt, DeutschMann should request instructions from the Customer. In cases where the cargo has already been unloaded, DeutschMann has the right to take it back into his possession. The Customer can only demand the delivery receipt for a period of six months after the goods have been delivered.

(3) In cases where a consignment note, sea way bill, consignment bill or a bill of lading have been issued, these count as certificate of receipt or delivery receipt. Article 8.1 and 8.2 apply accordingly.

(4) The certificate of receipt and delivery receipt can also be issued electronically or digitally, unless the Customer requests the issuing of a consignment note, sea way bill, consignment bill or bill of lading.

## 12. Instructions

Upon conclusion of the contract DeutschMann is not obligated to follow instructions regarding the cargo.

## 13. Default of loading and delivery times, demurrage

(1) In cases where the Customer must load or unload the vehicle, the Customer has the obligation to do so within the agreed, otherwise within a reasonable time.

(2) In the absence of a separate agreement, the time for loading and unloading road transport vehicles – irrespective of the number of shipments per loading or unloading location – shall be

a) For goods of any kind loaded on pallets:

aa) Up to ten Euro-pallet storing positions: Maximum 30 minutes,

bb) Up to twenty Euro-pallet storing positions: Maximum 60 minutes,

cc) More than twenty Euro-pallet storing positions: Maximum 90 minutes

b) In all other cases, for goods (excluding bulk goods) with a handling weight

aa) Up to three tons: maximum 30 minutes,

bb) Up to seven tons: maximum 60 minutes,

cc) More than seven tons: maximum 120 minutes.

(3) The loading or unloading time begins with the arrival of the road vehicle at the designated loading or unloading location (e.g. by notifying the gate keeper), and ends when the Customer has completed all its duties and has cleared the departure of the road vehicle.

However, if the using of a time slot management system has been agreed for the arrival of road vehicles at the loading and unloading location, the loading and unloading time does not begin before the agreed presentation time.

(4) In cases where the contractually agreed loading and unloading time are not maintained due to reasons beyond the scope of responsibility of DeutschMann, the client must pay DeutschMann the agreed otherwise commonly accepted demurrage fees.

(5) The aforementioned provisions apply accordingly

a) When the Customer is committed to prepare the goods for loading or to accept them after unloading,

b) In case of transport interruptions beyond the scope of responsibility of DeutschMann, contrary to the statement in Article 10.2 and in the absence of a deviating agreement, a waiting time of 30 minutes is deemed to be agreed.

#### **14. Delivery**

(1) In cases where unloading does not begin within the unloading time (Article 10), DeutschMann is entitled to interpret that as a delivery hindrance. In this case, DeutschMann must immediately notify the Customer and request for relevant instructions.

(2) In cases where the consignee is absent at the designated home, business or shared location address and if the consignee lives therein, the goods may be delivered to:

a) An adult family member; a family employee; or an adult with permanent residence at the designated home address,

b) An employee at the designated business location,

c) To a manager or representative authorised to receive the goods at the designated shared location.

Always assuming there are no obvious doubts regarding the entitlement to receive the goods of the person in question.

(3) In cases where DeutschMann and Customer have agreed on delivery without the presentation to an actual person (e.g. night storage and garage facilities or assembly line deliveries), delivery is deemed to have taken place on the actual physical deposit of the goods at the agreed location.

#### **15. Warehousing**

(1) DeutschMann decides in its sole discretion if warehousing takes place in its own facilities or those of third parties. Whenever warehousing take place at third party warehouses, DeutschMann must supply timely information regarding its name and location to the Customer or, whenever a warehouse warrant has been issued, to make a note of the information on the same.

(2) Customers who inspect or commission an inspection of the warehouse must immediately impose all objections or complaints regarding the storage of the goods or the choice of the warehouse. If the Customer does not make use of his inspection right, he endorses the objections regarding the type and nature of storage, if these objections could have been observed during an inspection and if DeutschMann has chosen the warehouse location and accommodation with the due diligence of a prudent DeutschMann.

(3) Customer's inspecting goods or commissioning an inspection must respect the normal business hours of DeutschMann and, on request of DeutschMann, must accept to an inspection in company of DeutschMann.

(4) Customers who undertake actions with the goods, such as taking test samples, must agree, on request by DeutschMann, to a joint inspection and determination of the number, weight and characteristics of the goods. If the Customer refuses this request, DeutschMann is not liable for any damages determined later, unless the action undertaken did not cause the damage.

(5) The Customer is liable for all damages to DeutschMann, to customers or other third parties caused by him, his employees or representatives entering the warehouse or entering or driving on the warehouse premises, unless the damage was not the fault of the Customer, his employees or representatives.

(6) Unless otherwise agreed:

a) Warehousing begins with the unloading of the delivery vehicle and ends with the loading of the receiving vehicle,

b) Inventory management is via inventory accounting of DeutschMann,

c) There is one physical inventory inspection per year.

(7) If DeutschMann, upon conclusion of the contract, develops reasonable doubts that the value of the goods assures its claims, DeutschMann is entitled to give the Customer a reasonable deadline

to either secure the claims of DeutschMann or to seek alternative warehousing arrangements. Should the Customer fail to do so, DeutschMann is entitled to terminate the contract with immediate effect.

#### **16. Shipping charges, other charges, terms of payment**

(1) The amount of carriage charges to be paid by the Customer is determined by the amount mentioned in the contract note issued by DeutschMann. If the carriage charges have not been agreed the amount of carriage charges is determined by the list of prices of DeutschMann on the day of the contractual agreement. Other than that the amount of carriage charges goes by commonly accepted prices. In addition to carriage charges the Customer has to pay purchase taxes if those are applicable.

(2) After performing the carriage the Customer has to pay the invoice by DeutschMann in total and via bank transfer within the timeline which is stated in the invoice.

(3) If the contract note is asking for an advance payment that payment is to be paid by the Customer via bank transfer. In this case DeutschMann is not obligated to perform any carriage before receiving the due advance payment on its account.

(4) Carriage charges by the means of these GT&C are the fee for preparing, organising, and / or performing the carriage of goods on the agreed conditions as stated in the contract note issued by DeutschMann. Other charges are not covered by carriage charges. DeutschMann has the right to invoice such other charges separately. Such charges are exemplary charges for loading dangerous goods, charges for loading and unloading, charges for packaging, each if loading, unloading, or packaging by DeutschMann has been agreed, charges for cargo insurance premium if insurance is asked for by the Customer, road toll, other toll for road, ferry, or tunnel, demurrage, custom duties, taxes, and other official fees, cash on delivery charges, and parking fees. Other charges are also all charges which unavoidably arise throughout the performance of carriage in the best interest of the Customer or charges for the fact-finding and exploration of a claim (e.g. expert fees) which occurred during the period of carriage.

(5) Demurrage charges are 42.00 EUR an hour. These charges are without prejudice for compensation claims of DeutschMann for not meeting loading or unloading times.

(6) In case of default of payment the Customer shall pay interest. The interest rate is 0.05 % per day of default. The interest is without prejudice for compensation claims of DeutschMann for late payments. Once the default has reached 10 days of delay DeutschMann has the right to stop the carriage.

(7) DeutschMann has the right to raise carriage charges adequately ex post if after the conclusion of contract a factor changes that is setting the carriage charges and which is determined by official authorities.

(8) The customer is obligated to provide information about its economic situation as far as the payment obligations towards DeutschMann range at any time.

(9) In the face of claims arising from the contract and associated non-contractual claims, set-off or retention is only permitted when the claim is uncontested, ready for decision or legally established.

#### **17. Lien and retention rights**

(1) DeutschMann is entitled to secure its demands arising from any services provided according to the legally permitted regulations regarding lien and retention rights.

(2) Lien rights can be exercised according to the legally established provisions, providing:

a) The threat and the required notifications about the lien exercise and the sale of the pledged items by the carrier shall be forwarded to the consignee,

b) The time limit is two weeks.

(3) The Customer is entitled to prohibit the exercise of the lien by granting an equivalent security for its claims, such as a directly enforceable bank guarantee.

#### **18. Insurance**

DeutschMann advises the Customer to arrange for sufficient cargo insurance for the carried goods.

#### **19. Liability**

(1) The liability of DeutschMann for loss, damage, and delay of delivery is determined by the regulations of the CMR. Articles 17 to 29 shall apply.

(2) Whenever a contract is subject to a variety of transport means or includes carriage of goods by sea, water, air, or train, paragraph 1 of this article applies accordingly regardless of the transport leg where the damage occurs.

(3) In case of inventory divergences, DeutschMann is entitled to balance the inventory with positive stock balance differences and stock shortfall of the same Customer for value evaluation in cases as set out in Article 20.

(4) The liability of DeutschMann is excluded for prohibited goods as mentioned in Article 4 of these GT&C.

(5) The liability of DeutschMann is excluded for claims arising from inaccurate declaration regarding the weight of the goods by the Customer or any other third party acting on behalf of the Customer.

(6) The liability of DeutschMann is excluded for the consequences of missing cargo insurance or underinsurance of the carried goods.

## **20. Liability limitations for ordered warehousing, inventories and declaration of value**

(1) In the case of ordered warehousing, the liability of DeutschMann for damages to goods is limited to:

a) 8.33 Special Drawing Rights (SDR) for every kg corresponding to Article 19 Paragraph 1 of these GT&C,

b) A maximum of 25,000 Euros per damage case.

c) 50,000 Euros per year, in cases where the damage claimed by the Customer bases, contrary to Article 20 Paragraph 1 Letter b, on a difference between calculated stock and actual stock of the inventory, irrespective of the amount and type of inventory taking and the amount of damage cases causing the difference in inventory.

(2) Upon payment of an agreed supplement and prior to warehousing of goods, the Customer can specify a value in text form for an increased liability that differs from the maximum amounts stipulated in Article 20 Paragraph 1. In this case, the specified value replaces the relevant maximum amount.

(3) In case of warehousing upon instruction, liability of DeutschMann for other damages, excluding damages to personal injury or goods of third parties, is limited to 25,000 Euros per case of damage.

(4) In case of warehousing upon instruction, but excluding personal injury or damages to goods of third parties, liability of DeutschMann is always limited to 2 million Euros per damage event, irrespective of how many claims arise from a single damage event. When there is more than one claimant, liability of DeutschMann shall be proportionate to individual claims. Article 20 Paragraph 2 remains unaffected.

## **21. Exclusion of liability for carriage of goods by sea and inland waterway transportation**

(1) DeutschMann in its position as carrier is not responsible for any fault or neglect on the part of its servants or of the ship's company, insofar as the corresponding damage was caused in the course of steering or otherwise operating the ship, or was caused by fire or explosion on board the ship and the measures taken were not predominantly for the benefit of the cargo.

(2) According to Article 25 (2) of the Convention de Budapest relative au contract de transport de marchandises en navigation intérieure (CMNI) it is agreed that DeutschMann in its position as carrier or actual carrier is not liable for damages:

a) Caused by an act or omission by the master of the vessel, the pilot or any other person in the service of the vessel, pusher or tower during navigation or in the formation or dissolution of a pushed or towed convoy, provided that DeutschMann complied with the obligations set out for the crew in Article 3 (3) CMNI, unless the act or omission results from an intention to cause damage or from reckless conduct with the knowledge that such damage would probably result,

b) Caused by fire or an explosion on board the vessel, where it is not possible to prove that the fire or explosion resulted from a fault of DeutschMann or the actual carrier or their servants or agents or a defect of the vessel,

c) The defects existing prior to the voyage of his vessel or of a rented or chartered vessel if he can prove that such defects could not have been detected prior to the start of the voyage despite due diligence.

## **22. Other Provisions**

(1) Changes or additions to these GT&C require a written agreement with an explicit remark that the GT&C are being edited. To change or disclaim this clause also a written agreement is required.

(2) The parties of the agreement are obligated to replace void clauses of these GT&C with such clauses that are effective and most similar in purpose to the void clause. If one clause is void it does not affect the validity of these GT&C as such.

(3) The sole place of jurisdiction for legal disputes is the registered headquarter of DeutschMann in Slovakia.