

SENDER'S GENERAL BUSINESS TERMS

*of BD TRANS & LOGISTIC Company, Ltd.
with residence at 2910 Československej armády Street,
075 01 Trebišov, Slovak Republic
ID: 45 961 441*

Article I Basic provisions

(1) These general terms and conditions of the Sender (hereinafter referred to as "Sender's Terms and Conditions") is published by BD TRANS & LOGISTIC, Ltd., with the aim of adjusting rights and obligations of the contracting parties to the contract for the carriage of goods (hereinafter referred to as the "contract of carriage"), which he concludes the company BD TRANS & LOGISTIC, Ltd., with the headquarters at Československej armády 2910, 07501 Trebišov, Slovak Republic, ID number: 45 961 441, registered in the Commercial Register of the District Court of Košice I, in the Sro section, insert no. 27266/V (hereinafter referred to as the "Sender") and a natural person, legal person and other legal subjects who are entrepreneurs (hereinafter referred to as the "Carrier"). Carrier when concluding and carrying out the transport contract, he acts within the scope of his business activities. The subject of the transport contract is the regulation of mutual rights and obligations of the contractual parties arising during the transport of the shipment.

(2) Consignment transportation means either domestic or international shipment transportation.

The domestic transport of the parcel means the transport of the parcel to the place of collection the shipment and its intended place of delivery (hereinafter referred to as "destination") are the same state.

The international transport of the parcel means the transport of the parcel to the place of collection the shipments and the destination lie in two different states.

(3) With the transport contract, the Carrier undertakes to the Sender to transport the shipment from a certain place (destination) to a certain other place (destination) and the Sender undertakes to pay him compensation (shipping).

(4) These General Terms and Conditions of the Sender are an integral part of the concluded transport contract between the Carrier and the Sender (hereinafter referred to as the "Contracting Parties"). Deviating provisions transport contracts take precedence over the provisions of these GTC of the Sender. Any deviations from these Sender GTC must be between the parties agreed in writing, otherwise they are invalid.

(5) Legal relations established by the contract of carriage are governed by the Convention on the Contract of Carriage in international road freight transport (Decree of the Minister of Foreign Affairs no. 11/1975 Coll., hereinafter referred to as the "CMR Convention"), if its scope is given in terms of the provisions of Art. 1 paragraph 1 to 4 of the CMR Convention and subsidiarily Act No.

513/1991 Coll. Commercial Code, as amended (hereinafter referred to as the "Commercial Code") and these GTC of the Sender. In cases where the given legal relationship established by contract it is not possible to apply the provisions of the CMR Convention on transport, it is administered provisions of the Commercial Code, other legal regulations of the Slovak Republic of the Republic and these GTC of the Sender.

(6) The carrier is obliged to familiarize himself with the General Terms and Conditions before concluding the transport contract of Sender. These GTC of the Sender apply to all contractual relationships between Carriers and Senders, regarding the transportation of the shipment, from the moment of closing transport contract until the moment of full fulfillment of all obligations that for the Contractual the parties result from the concluded transport contract or are otherwise related.

By concluding a transport contract, the Carrier is bound by these Terms and Conditions of the Sender and expresses his agreement with them. Consent to these GTC of the Sender can also be expressed to others way, especially through electronic communication between the Contracting Parties.

(7) After acceptance of these GTC by the Sender, all legal relationships between the contracting parties the parties will be governed by these GTC of the Sender in the future, until such time as one of the contracting parties does not notify the other contracting party in writing that it no longer wants to be there bound by the Sender's GTC. The effects of the notice take effect on the day of delivery of the written notice notifications.

(8) The Carrier's terms and conditions apply only if the Sender expressly, in writing form in the transport contract accepted that the Carrier's terms and conditions take precedence before the wording of the Sender's GTC. Otherwise, the Sender's General Terms and Conditions take precedence before the wording of the Carrier's terms and conditions.

(9) The Sender is entitled to continuously update or change the Sender's GTC. All of them changes, additions, or the full text of the updated GTC will always be issued by the Sender the sender will publish it in writing and in an appropriate manner on its website.

(10) In case of invalidity of any provision of the Sender's General Terms and Conditions or the contract for transport, their other provisions are not affected by invalidity. Contract parties invalid replace the provision of the Sender's General Terms and Conditions or the contract of carriage with a new provision, which is as close as possible to the intention of the Contracting Parties agreed upon at the conclusion of the contract about transportation.

(11) If these GTC of the Sender stipulate a written form for a certain action, this is considered for compliance even if the act is done in electronic form.

Article II

Transportation order and conclusion of transportation contract

(1) The contract for transportation is concluded by the Contracting Parties on the basis of the Sender's Order and her acceptance by the Carrier.

- (2) An order means a unilateral legal act of the Sender directed towards to the Carrier with the purpose of carrying out the shipment by the Carrier. Order received considered a draft contract of carriage.
- (3) The Sender sends the order to the Carrier by e-mail or fax and the order contains the following data:
- a. identification data of the Sender: business name, registered office, ID number, VAT number, person entrusted with the negotiation of shipment transport,
 - b. specification of the consignment, the transport of which is to be carried out by the Carrier (designation of the type, stating its dimensions and weight)
 - c. required type of vehicle
 - d. designation of the place of loading
 - e. the date when the shipment is to be loaded,
 - f. designation of the place of unloading
 - g. the date when the unloading is to take place
 - h. transportation price
 - i. the Sender's special requirements regarding shipment transportation, if any exist
- (4) The draft contract ("Order") is considered duly accepted if the Carrier does not reject the draft contract within 4 hours during working hours of electronic delivery confirms the order by post or in writing, alternatively confirms the CMR waybill or bill of lading.
- (5) The person accepting the order declares that he is duly authorized, authorized or authorized by the authorized person to conclude the transport contract. In case of falsity of this statement, the person accepting the order is responsible for all or damages that arose due to the invalid conclusion of this contract or invalidly agreed contractual terms based on this proposal. The person in the sense of the previous sentence simultaneously declares that if the Carrier on whose behalf he is acting does not pay the monetary obligation arising from these accepted Terms and Conditions of the Sender, he will pay it as a guarantor.
- (6) After acceptance of the transportation order, the transportation contract is considered to be properly concluded and the Carrier undertakes to perform for the Sender according to the agreed conditions ordered transport.
- (7) If the Carrier confirmed the draft transport contract, but with written reservations, additions, limitations or other changes, this proposal is a rejection of the original proposal and it is considered a new draft contract of carriage directed from the Carrier to the Sender. Only after the unreserved confirmation of the new proposal by the Sender will the closing of the transport contract take place contracts.
- (8) The contracting parties are bound by the transport contract and are not entitled to unilaterally cancel it, unless the transport contract, these General Terms and Conditions of the Sender or a generally binding legal regulation stipulate otherwise. Possible changes or additions to the concluded transport contract can only be made in writing, in the form of numbered amendments, signed by both the Sender and the Carrier.

(9) The bill of lading is the proof of the conclusion of the transport contract, or CMR consignment note. The bill of lading is drawn up in three original copies, which must contain the stamp and signature of both the Sender and the Carrier. One copy of the bill of lading is for the Sender, one for the Carrier and one accompanies the shipment during transportation. In the event that the bill of lading is missing, has deficiencies, or is lost, this does not in any way affect the existence or validity of the concluded transport contract.

Article III

Rights and obligations of the contracting parties

(1) The carrier is obliged to perform its activities according to the agreed conditions, with professional care and quality. As part of these obligations, the Carrier is particularly obliged to take proper care of the entrusted shipment as well as the things that he has taken over in connection with the shipment (such as documents related to the shipment, etc.).

(2) The Carrier is obliged to follow the instructions of the Sender when carrying out the transport. If the Carrier has not received the necessary instructions from the Sender, it is obliged to request their completion. If there is a risk of delay, the Carrier is obliged to continue the transport even without these instructions so that the interests of the Sender are protected as much as possible.

(3) The carrier is obliged to participate in both loading and unloading, while being responsible for their proper implementation. During loading, he is obliged to check whether the bill of lading, or the CMR consignment note contains all mandatory data. The carrier is obliged to have the bill of lading confirmed during loading, or CMR bill of lading (for international transport) or a record of the operation of the truck (vehicle performance record) or another transport document. Furthermore, the Carrier is obliged to check mainly the quantity and weight of the shipment, the marking of the shipment, the integrity of the package of the shipment, the apparent condition of the shipment during loading and the way it is stored on the vehicle. The carrier is also obliged to check all accompanying documents related to the shipment (such as the delivery note, pallet tickets for changing pallets, etc.) and the data entered in them. The carrier is obliged to ensure compliance data contained in these accompanying documents related to the transported shipment with the actual state of loading, or of the transported consignment (by its quantity, actual weight, etc.) and at the same time he is obliged to ensure compliance with the actual condition pickled, or of the transported shipment (its quantity, weight, marking, etc.) with the shipment data specified in the transport contract, or accepted order. In the event of any discrepancy between the actual state of the loaded or of the transported consignment and the data contained in the accompanying binding documents to the transported consignment, or in the transport contract, or accepted order, is The carrier is always obliged to immediately notify the sender of the detected differences (obligation to notify) and at the same time request instructions from him on the next procedure. The Carrier must not leave the loading before receiving instructions from the Shipper for the next one approach. If he does not agree with the Sender's instructions, he is always obliged to carry them out transportation of the shipment as agreed in the transportation contract and in other cases is obliged to follow the instructions given by the Sender. If the Carrier does not comply notification obligation in terms of this point and due to the detected inconsistency between the actual state of loading, or of the transported consignment and the data contained therein in the accompanying documents related to the transported shipment or in the contract about transport, or accepted order will not transport the entire shipment as he did if this is handed over at loading, the Carrier is obliged to pay the contractual fee

to the Sender a fine in the amount of the agreed transport price. If the Carrier does not fulfill the notification obligation in accordance with this paragraph and will transport the shipment as it was when it was loaded handed over, he will do so at his own risk, while any associated damages or more costs are borne exclusively by the Carrier. In case the Carrier carries out the loading transported shipment in a quantity or weight smaller than that specified in the contract about transport, or in the accepted order, the Sender is entitled to ensure replacement transportation of that part of the shipment that was not loaded by the Carrier in accordance with contract of carriage, or with the accepted order himself or through a third party persons. The Sender is entitled to bill the Carrier for the actual costs which They were incurred by the sender by providing replacement transportation due to the unloaded part shipments. This does not affect the Sender's right to a contractual penalty for the reason non-fulfillment of the notification obligation in terms of this point, as well as possible claims The sender in case of loss of the shipment or in case of exceeding the delivery period.

(4) The Carrier is obliged to notify the customer (i.e. the person for whom the Sender ensures the transportation of the shipment through the Carrier through the contract of carriage - hereinafter referred to as the "customer") about the inappropriateness of storing the shipment on the vehicle. If the customer does not transfer the shipment, the Carrier is obliged to immediately inform the Sender and make a written reservation in the bill of lading, or of the CMR waybill. The carrier is mandatory during loading, have available the necessary securing materials necessary to secure the load (non-slip mats, protective corners, a sufficient number of straps, etc.) on the vehicle and secure the transported load in accordance with the relevant safety regulations. The carrier is obliged to secure the shipment so that it is not damaged or lost.

(5) The Carrier is obliged to inform the Sender about the arrival of the vehicle for loading. After loading, he is obliged to inform the Sender no later than 30 minutes after loading about the actual loaded weight of the transported shipment and the number of pieces of transported items making up the shipment. The Carrier undertakes that the Carrier will not leave the loading location until the Shipper's manager confirms the actual loaded weight of the transported shipment and the number of pieces of transported items making up the shipment.

(6) The carrier is responsible for proper loading.

(7) In the event of an accident or seizure of the Carrier's vehicle or other obstacle preventing the proper execution of the transport, or upon completion of transportation by the agreed vehicle, the Carrier is obliged to provide another vehicle of similar parameters without delay at its own expense. In case of non-fulfillment of this obligation, all costs incurred by the Sender in connection with the securing of another vehicle will be billed to the Carrier, and the latter is obliged to compensate the Sender for any additional costs incurred in full. At the same time, the carrier is obliged to pay a contractual fine in the amount of 1/10 of the total agreed transportation price for violation of any of the above-mentioned obligations.

(8) The carrier is obliged to carry out all activities under the contract of carriage himself. The authorization or use of a third party for this purpose, with the exception of employees of the Carrier fulfilling their duties arising from the employment relationship, is not permissible without prior express written consent of the Sender. In case of violation of this obligation, the Carrier is obliged to

pay a contractual penalty in the amount of the agreed transportation price for each individual violation. If the Carrier carries out the transportation through another carrier, it is not released from responsibility for damage or loss of the shipment.

(9) Without the prior written consent of the Sender, the Carrier is not authorized to use the shipment, nor to allow its use to a third party. Without the prior written consent of the Sender, no other cargo may be transported together with the transported shipment, and the shipment may not be transhipped or unloaded or loaded onto another vehicle. In the event of a breach of any of the above prohibitions, the Contracting Parties have agreed to a contractual fine of between 50 and 500 euros for each individual breach, depending on the other circumstances of the breach of the carrier's obligation.

(10) The Carrier is obliged to inform the Sender immediately about the risk of damage, about the risk of delay in transportation, as well as other circumstances affecting the proper performance of the transportation contract by the Carrier. In the event of damage, the Carrier is obliged to take the necessary measures and exercise the necessary professional care so that the damage is as small as possible and to inform the Sender without delay. The carrier is also obliged to inform the sender about the loading, customs clearance and unloading of the shipment. After unloading the shipment, the Carrier is obliged to notify the Sender of this fact within 30 minutes of its completion. If shipments arise during unloading any problems connected with it, the Carrier is obliged to inform the Sender about it without delay. Furthermore, the Carrier is obliged to provide complete and truthful information to the Sender about the fulfillment of the contract, especially about where the shipment is currently located, at the request of the Sender. If the contact persons of the Sender (the so-called dispatcher) are listed in the header of the transport contract, the Carrier is obliged to provide the information according to this paragraph to the Sender through the listed contact persons (also by telephone). In the event that the Sender is at risk of any damage, the Carrier is obliged at the request of the Sender immediately provide telephone contact of the driver who carries out the transport for the Carrier. In case of violation of some of the above obligations, the Sender is entitled to a contractual fine from the Carrier in the amount of 50 EUR to 200 EUR for each individual violation, depending on other circumstances related to the violation of the Carrier's obligations.

(11) During the entire transport, the carrier is obliged to park exclusively in safe, guarded parking lots reserved for this purpose. The Carrier is obliged to compensate the Sender in full for damage caused to the shipment as a result of the Carrier's breach of this obligation.

(12) In the event of a delay by the Carrier in receiving (loading) the shipment at the specified location and/or in delivering (unloading) the shipment to the specified location by more than 2 hours compared to the agreed time limits in the accepted order of the Sender, the Carrier is obliged to pay a contractual penalty in the amount of the agreed price transportation.

(13) In case of failure to bring the vehicle for loading, or cancellation of the transport by the Carrier within 24 hours before the planned loading, the Sender is entitled to charge a contractual penalty up to the amount of the agreed transport price. Payment of the contractual fine by the Carrier does not affect the Sender's claim to compensation for damages against the Carrier.

(14) The carrier declares that, at the time of concluding the transport contract, he has valid insurance for his liability for damage incurred during the performance of the transport contract, and

that the insured value in the case of transport by a vehicle with a total weight of up to 3.5 tons is at least 33,000 EUR, in the case of transportation by a vehicle with a total weight of up to 7.5 tons, it is at least 75,000 EUR and in the case of transportation by a vehicle with a total weight of 40 tons, it is at least 150,000 EUR and at the same time the insurance value of the Carrier's valid insurance is always at least in the amount of the actual value of the transported shipment during the given transportation. If the Carrier does not fulfill its obligation according to the previous sentence, it is valid that it was properly informed of the value of the shipment and that at the time of concluding the transport contract the Carrier has valid insurance in case of its liability for damage incurred during the performance of the transport contract with the amount of insurance coverage at least in the amount of of the first sentence of this provision of the Sender's GTC. The carrier further declares that the validity and effectiveness of the insurance contracts will not end earlier than the date of termination of this transportation agreed in this contract. The Carrier is obliged to send a copy to the Sender at the request of the Sender insurance contract via email or fax. The carrier is responsible for the validity of all necessary transportation permits, as well as other necessary documents required for transportation. In case of violation of some of the above-mentioned obligations, the Carrier is obliged to pay a contractual fine in the amount of 1,000 EUR for each individual violation, and in case of non-fulfillment of the obligation of the minimum amount of insurance coverage in the amount agreed in this point, a contractual fine in the amount of the difference between the amount of insurance coverage, on which the Carrier has committed to and the amount of real insurance coverage for which it has concluded valid insurance contract. In the event of damage to the shipment, this damage will be liquidated as a priority from the Carrier's insurance, in the full amount, in which the damage actually occurred, including beyond the limit of liability for damage determined by the CMR Convention.

(15) The carrier is responsible for damage to the shipment in accordance with the provisions of the CMR Convention and for transports that are not governed by the provisions of this Convention, according to the provisions of the Commercial Code and other related legislation of the Slovak Republic.

(16) The carrier is responsible for the satisfactory technical condition of the vehicle, including the loading area and undamaged tarpaulin, and is also responsible for the mandatory equipment of the vehicle crew and its use (safety helmet, safety glasses, work gloves, work shoes). The carrier is also responsible for the fact that the transport is carried out only by persons with the necessary professional competence. In case of violation of some of the above obligations, the Carrier is obliged to pay a contractual fine of 200 EUR for each individual violation.

(17) The Carrier undertakes not to contact the Sender's customer. The Carrier undertakes that, within one year from the date of the transportation according to the transportation contract concluded between the Carrier and the Sender, it will not conclude a transportation contract with the Sender's customers (that is, the sender, recipient or owner of the shipment). The Carrier undertakes to protect the interests of the Sender as well as all parties involved in the transport and to maintain trade secrets. For violation of the above-mentioned obligations in this paragraph, the Carrier will be subject to a four-fold contractual penalty freight agreed in the transport contract.

(18) In the event that the contractual penalty is calculated and claimed against the Carrier, the Sender's right to any insurance payment remains unaffected. Claiming any agreed contractual fine

in this contract does not affect the Sender's right to demand compensation for damage that exceeds the amount of the billed contractual fine.

(19) In the event of a breach of any of the Carrier's obligations, which in terms of the contract of carriage, and thus also of these Terms and Conditions of the Sender, is secured by a contractual penalty, the Sender is entitled to claim only damages against the Carrier, without the simultaneous application of a contractual penalty. The possibility of choosing whether the Sender will claim against the Carrier a claim for the payment of a contractual penalty in accordance with Article III. point 19. of these General Terms and Conditions of the Sender or the right to compensation for damage belongs exclusively to the Sender.

(20) Contract fine, or compensation for damage is due on the day following the day of its application to the other contracting party. Contract fine, or compensation for damages must be claimed in writing so that it is clear from the claim what the contracting party is aiming for. The written form is considered to be complied with even if the act is done in electronic form. Contract fine, or compensation for damage is considered to have been applied on the day following the day on which the contractual party against whom the application is directed had the possibility to apply the contractual fine, or compensation for damage to be notified.

(21) Unless expressly agreed otherwise, the Sender undertakes that the loading or unloading of the Shipment will be carried out no later than 4 (four) hours from the arrival of the vehicle at the place of loading or unloading of the Shipment, if the Carrier brings the vehicle to the place of loading or unloading at the time agreed in transport contract.

In the event of a delay in loading or unloading the Shipment by more than 4 hours from the arrival of the vehicle in accordance with the previous sentence, the Carrier is entitled to a contractual fine in the amount of 25 EUR for every 1 (one) hour of delay in loading or unloading the Shipment exceeding 4 hours of waiting, but up to a maximum of:

- 120 EUR for 24 hours of waiting, if the transport is carried out by a vehicle with a total weight of up to 3.5 tons.
- 150 EUR for 24 hours of waiting, if the transport is carried out by a vehicle with a total weight of up to 7.5 tons.
- 300 EUR for 24 hours of waiting, if the transport is carried out by a vehicle with a total weight of up to 40 tons.

(22) In case of cancellation of the transport order by the Sender less than 12 hours before the agreed loading time, the Sender is obliged to reimburse the Carrier for all costs already incurred. According to the previous sentence, the Carrier is obliged to apply and prove such a claim for reimbursement of costs to the Sender no later than 1 (one) month after the occurrence of these costs, otherwise its claim for reimbursement shall expire.

(23) The carrier is not entitled to request the payment of calculated damages, the claim of which results from the violation of the obligation arising from this concluded transport contract, in the amount of more than one fifth of the price for the agreed transport. The carrier is not entitled to request payment of calculated damages beyond one-fifth of the price of the agreed transportation, even in the case of the accumulation of several claims arising from this contract.

(24) The Carrier is obliged to submit to the Sender all documents proving the execution of the transport, no later than 3 days after handing over the shipment to the recipient, or from the end of the transport. These documents are mainly: bill of lading, or CMR waybill, record of truck operation (vehicle performance record), delivery notes to shipment, pallet slips, copies of shipping charges, certified mail, or other proof of delivery of the shipment in an intact state to the recipient. In case of shipment under customs supervision, the Carrier is also obliged to deliver to the Sender copies of customs documents, or CMR consignment note, confirmed by the relevant customs authority.

(25) The sender is obliged to pay the carrier the agreed price of the freight. The agreed transport price includes all ancillary fees, the expenditure of which is necessary for the proper execution of the transport.

(26) The Carrier's invoice for the performed transportation is due within 60 days from the date of receipt of its written version by the Sender. An inseparable attachment of the invoice are the documents listed above under point 24.

(27) The invoice together with the original bill of lading, or of the CMR waybill The Carrier will send to the address: BD TRANS & LOGISTIC, Ltd., Československej armády 2910, 075 01 Trebišov, Slovak Republic.

(28) If it is in the bill of lading, or CMR bill of lading (or other document confirming the execution of the transport) contains any reservation, the payment of the shipping fee is postponed until the claim of the reservation is resolved by the authorized person.

(29) In the event that the Carrier's invoice for the completed transportation or any of the documents pursuant to point 24 of this article of the Sender's General Terms and Conditions contains errors in writing, calculations or other obvious inaccuracies or incorrect data, or incorrect or incomplete documents are submitted to the Carrier, the Sender is entitled to bill the Carrier for each such incorrect or defective document administrative costs in the amount of EUR 10 flat rate for each incorrect, incorrect or incomplete document and the Carrier is obliged to pay the billed administrative costs.

(30) The contracting parties have agreed that the Carrier does not have a right of retention or lien on the shipment, not even for the purpose of securing the Carrier's claim against the Sender from the transport contract. The carrier is always obliged to deliver the shipment to the recipient. The Carrier's right of lien and lien on the shipment is excluded.

(31) The Carrier is obliged to comply with the minimum wage of the driver who, as an employee of the Carrier, carries out transportation 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 "Minimum Wage Act MiLoG") and 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"). The Carrier is also required to properly and timely fulfill all its reporting obligations and obligations in the area of creating and providing relevant documentation to the relevant authorities of the Federal Republic Germany, as well as all other obligations arising from the current version of the MiLoG minimum wage law. Likewise, the Carrier is obliged to properly and timely fulfill all its obligations arising from the valid minimum wage law Loi Macron in

the case where its scope is given. The carrier declares that it is familiar with the currently valid and effective wording of the MiLoG minimum wage law and the Loi Macron minimum wage law and undertakes to comply with them. The carrier is obliged to sufficiently demonstrate the fulfillment of the stated obligations in terms of this point of the Sender's General Terms and Conditions at the request of the Sender at any time. In the event that a breach of the Carrier's obligations under this point of the Sender's General Terms and Conditions results in the imposition of any sanction or inferred liability for damage, the Carrier is solely responsible for it in full, and the latter is obliged to pay the imposed penalty or compensation in full. In the event that any claims of third parties against the Sender arise or are asserted due to a violation of the MiLoG minimum wage law or the Loi Macron minimum wage law on the part of the Carrier, the Carrier is obliged to satisfy these third party claims in their entirety. The Carrier also has this obligation explicitly against the claims of social insurance authorities, financial authorities as well as other authorities competent to control compliance with the relevant laws. In the event that the Carrier carries out transportation through a third party, another carrier (see Article III point 8 of these Terms and Conditions of the Sender), he is obliged to ensure and verify that this person properly and timely fulfills all his obligations arising from the MiLoG Minimum Wage Act as well as obligations from the Loi Macron minimum wage law in cases where their scope is given. If this third party fails to fulfill any of the obligations arising from the MiLoG minimum wage law or the Loi Macron minimum wage law, he is responsible for any damage or imposed sanctions due to this violation in full replace in full. By using a third party to carry out the transport, the Carrier in no way relieves itself of the responsibility and obligations arising from the provisions of this point of the Sender's General Terms and Conditions. The contracting parties have agreed that in case of violation of any of the obligations specified in this point of the General Terms and Conditions The Sender is entitled to charge the Carrier a contractual fine of 200 EUR for each individual violation.

(32) The Carrier declares that the limitation period is extended to 10 years from the time when the limitation period first began to run for all the claims of the Sender against the Carrier due to the performed transports.

Article IV

Final provisions

- (1) The Carrier does not have the right to assign its claims against the Sender from the contract of carriage to a third party.
- (2) Any disputes arising between the Carrier and the Sender from the concluded transport contract, the Contracting Parties will try to resolve primarily by extrajudicial means.
- (3) All legal relations established between the Contracting Parties, established on the basis of the contract of carriage, including relations related to the concluded contract of carriage, are always governed by the legal regulations of the Slovak Republic and international treaties, which take precedence over the legal regulations of the Slovak Republic. Applicable law is always Slovak.
- (4) The contracting parties agree and declare that all disputes arising from legal relations arising from this contract of carriage or related to this contract, including all secondary legal relations, claims for the issuance of unjust enrichment, claims for damages, disputes about validity, interpretation, termination of this contract, will be resolved before the materially and locally

competent general court in the Slovak Republic. In the event that according to Act no. 97/1963 Coll. on international private and procedural law, as amended, according to Council Regulation (EC) No. 44/2001 on jurisdiction and on the recognition and enforcement of judgments in civil and commercial matters or according to another legal norm, law or international treaty regulating the jurisdiction of courts in disputes with a foreign element, the competent court was not the court of the Slovak Republic, the competent court will be the District Court according to the agreement of the Contracting Parties Trebišov, Slovak Republic.

(5) These GTC of the Sender are drawn up in Slovak and English, with both language versions being legally equivalent. In case of ambiguities, or conflicting interpretation of the provisions of these Terms and Conditions of the Sender in the Slovak and English languages, the commercial and contractual relations between the Sender and the Carrier are governed by the version of the Terms and Conditions of the Sender in the Slovak language.

(6) These updated Terms and Conditions of the Sender are valid from 01.11.2023. All changes and additions to these Terms and Conditions of the Sender are valid on the day they are published and made available on the Sender's website.

