

THE SENDER'S GENERAL TERMS AND CONDITIONS
of ŠPED-INPEX s.r.o., with registered office at Rázusova 790/7, Nitra 949 01
Slovak Republic, Business ID No.: 46 098 607

(1) The Sender's General Terms and Conditions (hereinafter referred to as the "Sender's GTC") are issued by ŠPED-INPEX s.r.o. with the purpose of modifying the rights and obligations of the Parties to the Agreement on the Transport of Goods (hereinafter referred to as "the Transport Agreement") entered into by ŠPED-INPEX s.r.o. with their registered office at Rázusova 790/7, Nitra 949 01, Slovak Republic, Business ID No.: 46 098 607, registered in the Commercial Register of the District Court of Nitra, in dept. Ltd., insert No. 28694/N (hereinafter referred to as the "Sender") and an individual and legal entities that are entrepreneurs (hereinafter referred to as the "Carrier"). The Carrier carries out business for the conclusion and carrying out the Transport Agreement within their business activity. The subject of the Transport Agreement is to regulate the mutual rights and obligations of the Parties involved in the shipment.

(2) By this Transport Agreement, the Carrier undertakes to transport the shipment from a specific location (loading location) to another designated location (unloading location) and the Sender agrees to pay for the transport (remittance).

(3) Legal relations established by the Transport Agreement are governed by the Convention on the Transport Agreement for the International Carriage of Goods by Road (Minister of Foreign Affairs Decree No. 11/1975 Coll., hereinafter referred to as the "CMR Convention") if its scope is given in the meaning of Article 1 para. 1 to 4 of the CMR Convention and, in the alternative, Act No. 513/1991 Coll. of the Commercial Code, as amended (hereinafter referred to as the "Commercial Code") and these Sender's GTC. In cases where the CMR Convention provisions cannot be applied to the legal relationship established by the Transport Agreement, it is governed by the Commercial Code provisions, the Slovak Republic's other legal regulations and the Sender's GTC.

(4) The Carrier is obliged to become familiar with the Sender's GTC prior to the Transport Agreement's conclusion. The Sender's GTC apply to all contractual relations between the Carrier and the Sender regarding shipment from the moment the Transport Agreement is concluded until total fulfilment of all the obligations that relate to the Parties from the concluded Transport Agreement. By concluding the Transport Agreement, i.e. order, the Carrier is bound by the Sender's GTC and agrees with them. When the order is confirmed, the Carrier is not entitled to add or otherwise make reservations or changes, these must be agreed separately in advance by the customer in writing. By accepting the order, the Carrier undertakes to transport the goods/item/consignment correctly and in a timely manner from the loading location to the unloading location according to the order's terms and conditions, according to the legislation and the CMR Convention.

(5) Upon acceptance of the Sender's GTC, all legal relationships between the Parties will also be governed by the Sender's GTC in the future. The Carrier's Business Terms and Conditions only apply if the Sender expressly accepts that the Carrier's Business Terms and Conditions take precedence over the Sender's General Terms and Conditions in writing in the Transport Agreement. Otherwise, the Sender's GTC has priority over the Carrier's Business Terms and Conditions.

(6) If the Sender's GTC provide a written form for a particular act, this is considered to be complied with even if the act is performed in electronic form.

(7) The Customer (SPED-INPEX s.r.o.) undertakes to pay for the shipping. The above shipping cost include all carrier costs, including incidental charges and, if applicable, waiting for loading or unloading within 24 hours. Waiting for loading or unloading can be claimed by the Carrier with the Sender at a maximum of 150 EURO per every initiated 24 hours (excluding the first 24 hours according to the previous sentence), subject to all terms and conditions:

- the Carrier must report the beginning of waiting to the Sender no later than 3 hours after the scheduled loading or unloading time has elapsed, and
- waiting for loading or unloading must be given in the CMR for the shipment or other proof of loading or unloading.

(8) The Carrier's issued invoice to the Sender shall be 60 days from the date of receipt of the confirmed (stamp, signature, date, licence plate number of the transporting vehicle) original consignment documents, CMR, customs documents and Sender's invoices. In the case of shipments outside the EU, together with the above documents the Carrier is also obliged to send a T1, T2 termination certificate, or EX (EU) document, in the case of shipment with exportation and customs clearance. The Carrier's invoice must include an order number/transport number and a bank connection in the form of IBAN. The Carrier undertakes to send the original confirmed invoice, the CMR and the delivery notes to the Sender's address (ŠPED-INPEX s.r.o.) within 14 days of carrying out the shipment at the latest.

(9) The Carrier undertakes to send the original confirmed invoice, the CMR and the delivery notes by post to the Sender's (ŠPED-INPEX s.r.o.) address at the latest within 14 days of carrying out the shipment. The Carrier notes that failure to comply with the 14-day delivery deadline for shipment within the meaning of the previous sentence is penalised by an extension of the invoice maturity to 90 days.

(10) If any reservation is provided in the loading list or the CMR loading list (or any other document confirming the shipment's execution), the transport's maturity is postponed until the complaint has been resolved.

(11) If the shipment has been negotiated with an exchange of pallets, the Carrier is obliged to send confirmation of their exchange to the Sender (ŠPED-INPEX s.r.o.) after completing the transport or after returning the pallets. If:

- the Carrier does not return the pallets / gitterbox to the destination or
- the Carrier does not return the pallets / gitterbox at the agreed time or
- the Carrier returns the pallets / gitterbox in a damaged state

the Sender re-invoices the amount to the Carrier that the Sender paid to the Carrier for the above reasons.

(12) In the event of failure to prepare the vehicle for loading at the agreed time or the Carrier cancels the transport within 24 hours and less prior to the agreed loading, the Sender is entitled to charge the Carrier a contractual penalty at the agreed shipping price.

Furthermore, the Carrier undertakes:

A) to confirm each order in writing, by fax or email.

B) to report any changes to the loading/unloading, damage, damage possibility, changes of the goods, documentation or data without delay in writing to the Sender via e-mail or fax, and record them in the shipping list prior to performing the operation.

C) to respect the Sender's right to dispose of the shipment throughout the entire transportation period. The Sender may request that the Carrier stops the shipment, change the location for loading and unloading specified in the order. The Sender has the right to cancel the order until the loading time stated on the order, without any penalty or claim for damages from the Carrier.

D) to immediately ensure that in the event of a vehicle fault, the problem is eliminated without jeopardising the transport's timely performance. If this is not possible, ensure a suitable replacement vehicle to fulfil the conditions for carrying out the transport.

E) to allow the Sender to co-operate in removing an obstacle in the event that such an obstacle is preventing transport, especially in the case of loading/unloading problems, delays, failures or vehicle traffic accidents.

F) to ensure that drivers are available on a mobile phone during transport and provide a telephone number for the driver if required.

G) to respect and comply with the Sender's internal rules of the Sender and recipient. In the event of damage occurring in buildings or in operating area of the Sender of the goods/items/consignment or its recipient, the Carrier undertakes to pay this damage to the injured person in full amount. If any damage compensation is applied in favour of ŠPED-INPEX s.r.o., the Carrier undertakes to pay for this damage or sanctions on the basis of the issued invoice in full amount.

H) to park and leave the vehicle only if the transport of goods/items/consignments necessarily requires so or the transport accepts or if authorised personnel expressly requests it. Parking is only allowed in reserved secured and guarded car parks.

I) to observe the obligation to provide information, namely: 1. to provide accurate and prompt information on the course of the shipment, 2. to inform regarding extraordinary circumstances, 3. to always inform regarding vehicle delays, 4. to inform on the state of the order and the vehicle's position, 5. after loading and unloading goods, to send a text message to the Sender's contact number on a business day (Monday to Friday).

J) to adhere to and abide by a strict prohibition on the documentation, translation or storage of goods without the Sender's written consent.

K) to make the transfer to a third party under no circumstances without the Sender's written consent. If the Carrier already carries out transport using other Carriers, the Carrier still has the responsibility to complete the entire transport according to the order specified in the order.

L) to secure the vehicle with standard equipment for a particular type of truck and load-carrying equipment (sufficient anti-slip pads, clamping belts, protective corners, front and rear locking bars for damage to goods, custom rope). For the driver, protective clothing (reflective vest, long trousers, protective helmet (hard hat), steel toe-cap working footwear, safety glasses and work gloves) must be provided. In the event that the driver takes over the goods for securing goods or auxiliary materials (e.g. protective corners, ropes, anti-slip pads), they are obliged to inform the Sender of the total value of these items, or material and method of payment for these matters, i.e. materials. In the event that the driver does not pay the purchase price for these items, i.e. the material directly during the acceptance of these items, the shipping price will be reduced by the purchase price of these items, i.e. material or the purchase price of things or material will be invoiced to the Carrier and then unilateral credit counted against the shipping cost.

M) to send an e-mail to ŠPED-INPEX s.r.o. within 24 hours of receiving the request copy of the transport documents at the request of ŠPED-INPEX s.r.o.

The Sender (ŠPED-INPEX s.r.o.) is entitled to claim a contractual penalty against the Carrier:

- *In the event of a breach of the above obligations.*
- *If the Carrier violates the obligation to load the Goods at the time and loading location, to unload the Goods at the time and unloading location agreed to in this Transport Agreement and/or damages, impairs or loses the Goods during the Transport performance.*
- *If the Carrier violates any of its obligations in reporting damage to Goods during Transport and / or damages or loses Documents and / or the Documents which they are required to take upon loading/unloading.*
- *In case of violation and / or neglecting the Carrier's obligations to ensure proper performance of the Transport of Goods.*

The amount of this contractual penalty shall be set by the Sender within a minimum of 50% of the agreed shipping and up to a maximum of 5 times the agreed shipping cost. In determining the amount of the contractual penalty, the seriousness of the breach of the conditions and the extent of the breached conditions will be assessed objectively.

A special ban applies to driving a vehicle/transport process under the influence of alcohol, narcotics, psychotropic substances or medicaments which reduce the ability to drive a vehicle and therefore handle the goods/items/consignment. By this procedure, the Carrier/driver is not only exposed to the threat of imposing a contractual fine up to the amount of the agreed shipping but also the possibility of referral to the competent body and therefore the threat of criminal prosecution.

In cases of application of a contractual penalty and other transactions against the Carrier under this Agreement, the Sender's right to request full compensation from the Carrier is also not affected.

The Carrier undertakes to abide by the absolute protection of the Sender's client and the neutrality of all designated companies and of the third party in this order or documentation. As part of the client's absolute protection, the Carrier is strictly forbidden in person or through a third party to address or otherwise contact the Sender's client with the offer of a commercial opportunity, performance or transport procurement. All information contained in this Agreement/order is confidential and therefore without the Sender (ŠPED-INPEX s.r.o.) prior consent it is strictly forbidden to make this information accessible to a third party, especially for loading or unloading! In the event of a breach of the Carrier's obligation to provide the client's absolute protection, the Sender is entitled to claim a fine of 100,000 EURO against the Carrier.

All contractual penalties listed in this Transport Agreement may be exercised on a case-by-case basis, and the application of one of the contractual penalties does not constitute the termination of the Sender's authorisation to charge another contractual penalty if a claim arises.

The Carrier hereby grants their consent to a unilateral credit on the Sender's part, even in the event of claims arising from claims for contractual penalties and damages. Therefore, the Sender's right to withdraw from the Transport Agreement is not affected.

(13) The Carrier acknowledges that the special mode is subject to **terminated (express) shipment**. A shipment is considered to be a time-limit if "*express shipment*" is included in the order in the note. The Carrier undertakes to provide the Sender-ŠPED-INPEX s.r.o. with information by SMS or telephone on the loading and unloading times, no later than 15 minutes after arrival at the loading or unloading location. Furthermore, the Carrier undertakes to inform the Sender with regard to the number of pieces and the total weight of the loaded goods at the end of the shipment and, subsequently, when the goods are unloaded, the name of the person who took over the goods. In the event of a breach of these terms and conditions, the Sender shall be entitled to a contractual penalty of 50 EURO for each breach.

(14) The Carrier is responsible for the insurance of a shipment under the CMR Convention. The Carrier is responsible for the consignment's total or partial loss and even for its damage, which arises from the moment of the shipment being received for transport, until its issue.

The Carrier declares that they have valid liability insurance for the performance of the Transport Agreement from the moment the Transport Agreement is concluded and that the insurance value in the case of transport with a vehicle with a total weight of up to 3.5 tons is at least 33,000 EURO, the transport of a vehicle with a gross weight of up to 7.5 tons is at least 75,000 EURO, and in the case of transport by a vehicle with a total weight of 40 tons it is at least 150,000 EURO

and the insured value of the Carrier's valid insurance is always at least equal to the actual value of the carried consignment. The value of the consignment is communicated to the Carrier by the Sender. If the consignment's value is not communicated to the Carrier prior to the day of the transport, the Carrier is obliged to request information regarding the consignment's value from the Sender. If the Carrier fails to fulfil their obligation under the preceding sentence, it is considered that they have been properly informed of the consignment's value and at the time of the conclusion of the Transport Agreement, the Carrier has a valid insurance cover for their liability for damage arising from the performance of the Transport Agreement with the amount of the insurance cover at least by the first sentence of this Sender's GTC Provision. The Carrier further declares that the insurance contract's validity and effectiveness shall not end before the termination date for such transport agreed within this Agreement. Upon the Sender's request, the Carrier is obliged to send a copy of the insurance contract by email or fax to the Sender. The Carrier is responsible for the validity of all necessary permits for carriage as well as for other necessary documents required for carriage. In the event of breach of any of the above obligations, the Carrier is liable to pay a contractual fine of 1,000 EURO for each individual breach and, in case of non-fulfilment of the minimum insurance coverage in the amount agreed upon in this point, a contractual fine equal to the difference between the amount of insurance cover, which has been committed by the Carrier and the amount of the real cover for which they have a valid insurance policy. In the event of damage to the consignment, this damage will be prioritised from the Carrier's insurance, in full amount, in which it actually incurred, even beyond the limit of liability for damage determined by the CMR Convention.

(15) The Carrier is responsible for the vehicle's satisfactory technical condition, including the loading area and the undamaged tarpaulin, as well as the vehicle crew's mandatory equipment and also their protective equipment (referred to in point L) (12). The Carrier is also responsible for the fact that transport is only carried out by personnel with the necessary professional competence. During the entire transport, including loading, the Carrier must have all the original vehicle documents in the vehicle. In the event of breach of any of the above obligations, the Carrier is liable to pay a contractual fine of 100 EURO for each individual violation. If the vehicle is not suitable for loading or unloading or if the driver does not have all documentation regarding the vehicle, the Sender has the right to cancel the order without penalty or claim for damages from the Carrier. In the event of such cancellation, the Sender is entitled to damages from the Carrier.

(16) In the event of quantification and claiming a contractual penalty to the Carrier, the Sender's entitlement for insurance claims is not affected. By exercising the right to any agreed contractual penalty in this Agreement, the Sender's right to claim damages that exceeds the charged amount for the contractual penalty is not affected.

(17) In the event of breaching of any of the Carrier's obligations under the Transport Agreement and the Sender's GTC's secured by a contractual fine, the Sender is entitled to claim damages from the Carrier without simultaneous application of the contractual penalty.

(18) Contractual fine, i.e. damage compensation shall be payable on the day following the application date to the other Contracting Party. The contractual fine, i.e. damage compensation must be made in writing in such a way that it is clear what the Agreement means. The written form is also considered to have been complied with if the act is done in electronic form. Contractual fine, i.e. damage compensation shall be deemed to have been enforced on the day following the date on which the counterparty against whom the claim is directed, has the option of becoming familiar with the contractual penalty's application, i.e. damage compensation.

(19) The Parties agree that the Carrier does not have the right to retain or reserve the right to the consignment, even to secure the Carrier's claim against the Sender from the Transport Agreement. The Carrier is always required to deliver the consignment to the consignee.

(20) The Carrier is obliged to comply with the driver's minimum wage who, as the Carrier's employee, carries out transportation in accordance with the Minimum Wage Law of the Federal Republic of Germany (Gesetz zur Regelung eines allgemeinen Mindestlohns (Mindestlohngesetz - MiLoG)) (hereinafter referred to as the MiLoG Minimum Wage Act), in accordance with the Minimum Wage Law in France (LoiMacron) (hereinafter referred to as LoiMacron Minimum Wage Act) and in accordance with the Minimum Wage Law in force in Austria. The Carrier is also obliged to duly and timely comply with all their reporting obligations and obligations in relation to the creation and provision of relevant documentation to the competent authorities of the Federal Republic of Germany as well as all other obligations arising from the current version of the MiLoG Minimum Wage Act. At the same time, the Carrier is obliged to duly and timely fulfil all their duties arising from the applicable LoiMacron Minimum Wage Law in case its scope is provided. Similarly, the Carrier is required to fulfil all their obligations properly and in a timely manner under the applicable Minimum Wage Act in the Republic of Austria where the scope is applicable. The Carrier declares to be familiar with the current and effective MiLoG Minimum Wage Act, the LoiMacron Minimum Wage Act and the Minimum Wage Act in the Republic of Austria and undertakes to comply with them. The Carrier is obliged to fulfil the above-mentioned obligations within the meaning of this point in the Sender's GTC at the Sender's request at any time to prove sufficiently. In the event that any breach of the Carrier's obligations under the Sender's GTC shall impose any sanction or liability, the Carrier shall be liable exclusively in their entirety to the Carrier and shall be liable to pay the full amount of the sanction imposed or compensation. In the event of any third party claim arising from the Carrier breaching the MiLoG Minimum Wage Act or the LoiMacron Minimum Wage Act or the Minimum Wage Act in the Republic of Austria, the Carrier is then obliged to satisfy third party claims in their entirety. This obligation is also expressly incumbent on the claims of the social security authorities, the tax authorities and other authorities responsible for monitoring compliance with the laws in question. In the event that the Carrier carries out transportation through a third party or other carrier with the Client's prior consent, they are obliged to ensure and verify that the person duly and timely fulfils all their obligations under the MiLoG Minimum Wage Act as well as the LoiMacron Minimum Wage Act and obligations under the Minimum Wage Act in the Republic of Austria when their scope is applicable. If a third party does not comply with any of the obligations arising from the MiLoG Minimum Wage Act or the LoiMacron Minimum Wage Act or the Minimum Wage Law in the Republic of Austria, they are liable for any damage or penalties imposed due to this violation in its entirety by the Carrier who is obliged to fully compensate for damage or penalties imposed. By using a third person to carry out transport, the Carrier does not relieve themselves from any of the responsibilities and obligations arising from the provisions of the Sender's GTC Point.

(21) The Carrier declares that due to the transport performed in all the Sender's claims to the Carrier, the limitation period is prolonged for 10 years from the time when the limitation period began to run for the first time.

(22) The Carrier is not entitled to assign their claims to the Sender from the Transport Agreement to a third party. If any disputes arise between the Carrier and the Sender from the Transport Agreement, the Contracting Parties shall try to deal primarily with non-judicial means.

(23) All legal relationships arising between the Parties under this Transport Agreement, shall always be governed by Slovak Republic laws and international treaties which take precedence over Slovak Republic laws. The applicable law is always Slovak.

(24) The Parties agree and declare that any disputes arising out of legal relationships arising out of or in connection with this Agreement, including any incidental legal relationship, claims for unjust enrichment, claims for damages, disputes concerning validity, interpretation, the termination of this agreement will be settled before the magistrate and local competent court in the Slovak Republic. In a case where, according to Act No. 97/1963 Coll. on international private and procedural law, as amended, under Council Regulation (EC) No. 44/2001 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters or under any other legal provision, law or international treaty regulating the jurisdiction of courts in disputes with a foreign element, the Slovak Republic court has not been the competent court, the appropriate court according to the Agreement of the Contractual Parties is the district court in Trebišov, Slovak Republic.

(25) The Sender's GTC are prepared in Slovak, English and German with the fact that all language versions are legally equivalent. In case of doubt, a contradictory interpretation of the provisions of the Sender's Terms and Conditions in the Slovak, English and German languages, the trade-engagement relationships between the Sender and the Carrier are governed by the Slovak language version of the Sender's GTC.

(26) The Sender's GTC have been accepted and are valid from 01.11.2018. All amendments to the Sender's General Terms and Conditions are effective from the date of their publication and access on the Sender's website.