

General terms and conditions

General terms and conditions of the company SLOVENSKÝ DORUČOVACÍ SYSTÉM, s.r.o., Business ID: 45 497 885, having its registered office at Cesta ku Smrečine 396/5, 974 01 Banská Bystrica, registered in the Business Register of the District Court Banská Bystrica, section Sro, file No. 17990/S

1. Definition of terms

1.1. Freight Forwarder means the company SLOVENSKÝ DORUČOVACÍ SYSTÉM, s.r.o., Business ID: 45 497 885, having its registered office at Cesta ku Smrečine 396/5, 974 01 Banská Bystrica, registered in the Business Register of the District Court Banská Bystrica, section Sro, file No. 17990/S (hereinafter referred to as the "Freight Forwarder").

1.2. Customer means a legal entity or a natural person - an entrepreneur who has entered into a freight forwarding contract with the Freight Forwarder (hereinafter referred to as the "Customer").

1.3. Consignee is understood as the person to whom the Shipment is to be delivered, or which is designated as the Consignee by the Customer (hereinafter referred to as the "Consignee").

1.4. Consignor means the person from whom the Shipment is to be delivered, and which is designated as the Consignor by the Customer (hereinafter referred to as the "Consignor").

1.5. Standard Price List of freight forwarding services means the price list of freight forwarding services of the Freight Forwarder, published on the website of the Freight Forwarder at <https://sds.sk/pricelist/> (hereinafter referred to as the "Standard Price List").

1.6. Individual Price List of forwarding services means the price list of forwarding services of the Freight Forwarder, which was individually agreed between the Freight Forwarder and the Customer (hereinafter referred to as the "Individual Price List").

1.7. Handling Unit is understood as one separately packed and integrated part of the Shipment, intended for transport, namely a one-way pallet, Euro pallet, half-pallet, package, container, etc. (hereinafter referred to as the "Handling Unit").

1.8. Shipment means one Handling Unit, or a set of several Handling Units intended for transportation by the Freight Forwarder as a single unit from one Consignor to one Consignee (hereinafter referred to as the "Shipment").

1.9. Actual Weight means the weight of the Shipment (including transport packaging), or the weight of the Handling Unit (including transport packaging), declared by the Customer as the real weight of the Shipment. In the event that the Freight Forwarder has exercised the right to reweigh the Shipment or Handling Unit, the actual weight shall mean the weight of the Shipment or Handling Unit determined on the Freight Forwarder's scale (hereinafter referred to as "Actual Weight").

1.10. Volumetric Weight means the weight (expressed in kg) of the Shipment or Handling Unit, calculated from the volume of the Shipment or Handling Unit (expressed in m³), where 1 m³ = 250 kg (hereinafter referred to as "Volumetric Weight").

1.11. Cash on Delivery Service means an additional service of the Freight Forwarder, by which the Freight Forwarder undertakes to ensure the collection of financial cash from the Consignee upon delivery of the Shipment, in the amount determined by the Customer, and to transfer the cash thus collected to the Customer's account specified in the Freight Forwarding Contract. The maximum value of the amount of financial cash upon delivery of one Shipment according to the previous sentence is set at EUR 5,000 including VAT (hereinafter referred to as "Cash on Delivery Service").

1.12. Delivery in Slovakia means procurement of transportation of the Shipment, which is to be collected from the Consignor in the territory of the Slovak Republic and delivered to the Consignee in the territory of the Slovak Republic (hereinafter referred to as "Delivery in Slovakia").

1.13. Delivering to or from the Czech Republic means the procurement of transportation of the Shipment which

a) it is to be collected from the Consignor in the territory of the Slovak Republic and to be delivered to the Consignee in the territory of the Czech Republic, or

b) it is to be collected from the Consignor in the territory of the Czech Republic and delivered to the Consignee in the territory of the Slovak Republic (hereinafter referred to as "Delivery to or from the Czech Republic").

2. Introductory provisions

2.1. These General Terms and Conditions of the Freight Forwarder (hereinafter referred to as "GTC") form part of every Freight Forwarding Contract concluded by and between the Freight Forwarder and the Customer, regardless of the form and method of its conclusion. The Freight Forwarding Contract between the Freight Forwarder and the Customer (hereinafter referred to as the "Freight Forwarding Contract") is mainly created by the acceptance of the Customer's order (via the Internet customer interface, made available on the Freight Forwarder's website at www.sds.sk) by the Freight Forwarder, or by the signing of a written Freight Forwarding Contract. In the event that the subject of a written Freight Forwarding Contract is an obligation to procure transport repeatedly on the basis of individual orders of the Customer for the procurement of transport of specific transports, such a written Freight Forwarding Contract shall be deemed a framework contract while the procurement of each individual transport shall be deemed a separate Freight Forwarding Contract. In the event that the Freight Forwarding Contract does not have a written form, at the moment of acceptance of the Customer's order by the Freight Forwarder, or the handover of the Shipment for transport by the Customer, a Freight Forwarding Contract is created by and between the Freight Forwarder and the Customer. If the written Freight Forwarding Contract does not stipulate otherwise, these GTC as well as the Standard Price List shall become part of the Freight Forwarding Contract and the Customer expresses his agreement with these GTC as well as with the Standard Price List in the wording effective on the date of formation of the Freight Forwarding Contract, and undertakes to comply with them in their entirety.

2.2. In the event that the written Freight Forwarding Contract deals with a specific issue deviating from these GTC, or if, based on the express agreement of the Freight Forwarder and the Customer, specific issues are resolved differently from the GTC, the wording of the written Freight Forwarding Contract, or the express agreement of the Freight Forwarder and the Customer, shall take precedence over the wording of these GTC. Legal issues not expressly regulated by the Freight Forwarding Contract or these GTC are governed by the relevant legal regulations of the Slovak Republic.

2.3. The Freight Forwarder provides services to the Customer solely on the basis of the Freight Forwarding Contract and these GTC (which are part of the Freight Forwarding Contract). Any orders for services with a reservation, contrary to the Freight Forwarding Contract or GTC, or with a reference to the Customer's terms and conditions shall not be effective against the Freight Forwarder and the Freight Forwarder will not accept them. For the avoidance of doubt, the Contracting Parties agreed that as long as such an order of the Customer is delivered to the Freight Forwarder, its acceptance by the Freight Forwarder (express or implied) is valid only to the extent that it does not contradict the Freight Forwarding Contract and GTC.

3. Subject of the Freight Forwarding Contract

3.1. The Freight Forwarder undertakes to the Customer that, on the basis of the Freight Forwarding Contract, he will arrange for him, in his own name and at the expense of the Customer, the transportation of the Shipments from the place of collection of the Shipments (i.e. from the place of loading) to the destination of the Shipments (i.e. to the place of unloading). In fulfilling its obligation, the Freight Forwarder shall negotiate the method and conditions of transportation of the shipments corresponding to the interests of the Customer, which result from the Freight Forwarding Contract or from the orders of the Customer, with individual shippers with whom the Freight Forwarder concludes contracts for the transportation of goods.

The Freight Forwarder can also carry out the transport he is supposed to provide himself.

3.2. The Customer undertakes to the Freight Forwarder to pay him, based on the Freight Forwarding Contract, the agreed remuneration for the services provided, as well as any and all costs associated with the procurement of the Shipment transport.

4. Characteristics of Shipments, exclusions from transportation

4.1. The Shipment, the transport of which is to be procured by the Freight Forwarder for the benefit of the Customer, must meet the following criteria:

a) the maximum dimensions of one Handling Unit must not exceed 3.5 m (length) x 1.9 m (width) x 2.0 m (height),

b) if the Handling Unit is a pallet, the maximum dimensions of such a Handling Unit must not exceed 1.2 m (length) x 0.8 m (width) x 1.8 m (height),

c) the maximum Actual Weight of the Shipment must not exceed 2,600 kg,

d) the maximum Actual Weight of one Handling Unit must not exceed 1,300 kg.

4.2. Shipments that exceed any of the weight or size criteria of Shipments specified in point 3.1 of these GTC are characterized as oversized Shipments. The procurement of transportation of such oversized Shipments is possible only on the basis of a special agreement between the Freight Forwarder and the Customer. In the case of an agreement according to the previous sentence, the Freight Forwarder is entitled to charge the Customer surcharge for an oversized Shipment.

4.3. The Freight Forwarder is entitled at any time to check the weight (right to reweight) of the Shipment or Handling Unit, declared by the Customer.

4.4. In the event that the Actual Weight of the Shipment is lower than the Volumetric Weight of the Shipment, the Freight Forwarder is entitled to use the Volumetric Weight of the Shipment for the purposes of calculating the compensation for the shipping services provided.

4.5. The following are excluded from transport:

a) Shipments that do not meet the weight and size criteria pursuant to point 4.1 of these GTC. The above shall not apply if it is a procedure pursuant to point 4.2 of these GTC,

b) Shipments with a value higher than EUR 2,000 including VAT. The aforementioned exclusion shall not apply if the Shipment is insured for its entire actual value,

c) Shipments containing works of art and antiques or other similar objects, banknotes, coins, collector's coins, securities including bills of exchange and checks, valuables (e.g. meal vouchers), credit and payment cards, precious metals and their products, precious stones and jewelry, as well as other goods of extraordinary value,

d) Shipments containing weapons and ammunition, explosives and their parts or components, flammables, narcotics, narcotic and psychotropic substances, precursors, drugs,

e) Shipments containing goods subject to a regulated temperature regime and easily perishable,

f) Shipments containing live animals and plants, animal and human remains,

g) Shipments containing goods which, due to their nature in the freight forwarding services industry, are deemed unsuitable for transport, and which are usually excluded from transport,

h) Shipments containing goods that are easily damaged even during normal and usual transportation and handling,

e.g. glass and glass products,

i) Shipments containing operating fluids, paints, diesel and gasoline,

j) Shipments that are not packed in the manner specified by these GTC,

k) Shipments containing goods whose nature, ownership, possession, import, export, transportation or distribution is prohibited or limited by generally binding legal and other regulations of the Slovak

Republic (including international treaties to which the Slovak Republic is bound), as well as by any binding acts imposing sanctions, prohibitions and restrictions on individual natural or legal persons or states (including sanctions, prohibitions and restrictions imposed by the European Union, its individual members, the United Nations, or any other international organization that is authorized to issue any restriction, prohibition or sanction related to the facts mentioned above),

l) Shipments containing goods whose nature, ownership, possession, import, export, transportation or distribution is prohibited by generally binding legal and other regulations of the country through which the Shipment is to be delivered or to which the Shipment is to be delivered, including international agreements and other obligations by which the given state is bound,

m) Shipments containing medical or biological material (waste),

n) Shipments that contain goods that are subject to a special regime according to the European Agreement concerning the international carriage of dangerous goods by road (ADR),

o) Shipments that contain goods to be transported under the ATA carnet regime or under one of the special customs regimes.

4.6. The Customer is fully responsible for the contents of the Shipment and his compliance with these GTC. In the event that the Customer, without the knowledge and written consent of the Freight Forwarder, hands over the Shipment, the procurement of which is to be the subject of the Freight Forwarding Contract, and it subsequently becomes clear that it was a Shipment excluded from transport pursuant to point 4.5 of these GTC, it is understood that in relation to such a specific Shipment, the

Freight Forwarding Contract was not concluded, and for the stated reason:

a) The Freight Forwarder shall not be responsible for any damage or other claim that could

arise to the Customer or a third party on the basis of or in connection with the procurement of transportation of such Shipment,

b) The Customer is obliged to reimburse the Freight Forwarder or a third party for any damage or other claim that arose on the basis of or in connection with the procurement of transportation of such a Shipment.

5. Collection of Shipments

5.1. The delivery of the Shipment is carried out on the basis of the Freight Forwarding Contract. The Customer is obliged to provide the Freight Forwarder with the exact address of the place of collection of the Shipment (i.e. the place of loading) and the destination of the Shipment (i.e. the place of unloading), the telephone contact of the Consignor and the Consignee, the weight, type and number of Handling Units, the date of the requested loading of the Shipment.

5.2. The Customer is obliged to provide the data pursuant to point 5.1 of these GTC to the Freight Forwarder through the order, which the Customer is obliged to deliver to the Freight Forwarder no later than 1 working day prior to the requested date of loading the Shipment (collection of the

Shipment from the Consignor). In the event of an individual agreement between the Freight Forwarder and the Customer, it is possible to carry out the loading (i.e. collection) of the Shipment even on the day of delivery of the Customer's order to the Freight Forwarder, if such an order is delivered to the Freight Forwarder no later than 11:00 a.m. on the specified day.

5.3. The Customer is obliged to ensure that the Shipment is clearly and visibly marked with the identification data of the Consignor and the Consignee (in the case of a natural person, the first and last name, in the case of a legal entity, the business name, as well as the exact address of delivery of the Shipment, telephone connection and possibly other important information that facilitate the delivery of the Shipment). In the event that the Customer's order was made through the Internet customer interface, made available on the Freight Forwarder's website at www.sds.sk, the identification data according to the previous sentence must be replaced by a printed identification label generated through the Internet customer interface, with which the Customer must properly mark the Shipment. At the same time, the Customer is obliged to remove from the package of the Shipment all original, older, out-of-date or misleading notices, markings, addresses, or used labels that are not related to the transport to be procured by the Freight Forwarder, and to ensure that each Shipment is marked with only one valid delivery note label.

5.4. The Customer is obliged to ensure that the Shipment is properly packed in such a way that it is protected against damage as much as possible, i.e. the packaging material of the Shipment must correspond to the nature of the transport, the nature of the goods in the Shipment, its shape, weight and properties. The goods in the Shipment must be secured inside the package against movement, overflow, spillage, etc., i.e. so that there is no damage to it, or damage to shipments of third parties transported together with the Shipment, during normal transportation and handling. The packaging of the Shipment, its nature as well as the contents of the Shipment must not damage other Shipments, the Freight Forwarder's transport and handling equipment, and must not endanger the lives, health and property of service personnel.

5.5. In the event of fragile contents of the Shipment, or in case of special requirements for the handling of the Shipment, the Customer is obliged to notify the Freight Forwarder of the said facts in advance, and is also obliged to mark the Shipment with corresponding handling labels.

5.6. When loading the Shipment at the Consignor's place, the Customer is obliged to ensure that the Consignor provides the person taking over the Shipment (the driver through whom the transport is procured) the absolutely necessary cooperation to load the Shipment, especially in the case of Shipments whose volume, nature or characteristics do not allow the receiving person either at all, or safely load the Shipment, or the weight of which exceeds the maximum permissible weight of the load, which is established by special regulations, as the weight of the load that a natural person in employment cannot lift during the performance of work. In case of failure to provide cooperation according to the previous sentence, the receiving person is not obliged to carry out the loading of the Shipment and the Customer is obliged to reimburse the Freight Forwarder for any and all costs incurred by the Freight Forwarder as a result of failure to provide such cooperation.

5.7. On the basis of the Freight Forwarding Contract, the Customer is entitled to request the implementation of additional services, which are, in particular, Cash on Delivery Service, return of the EUR pallet, return of the HP half-pallet, return of the delivery note. The stated requirement must be specified by the Customer in a specific order for the procurement of the Shipment transport.

5.8. Unless otherwise agreed, the Cash on Delivery Service can only be used if a written Freight Forwarding Contract is concluded by and between the Freight Forwarder and the Customer. More detailed rights and obligations of the Contracting Parties hereto regarding the Cash on Delivery Service are established by the Freight Forwarding Contract. The Cash on Delivery Service can be used exclusively in the case of Delivery in Slovakia, or in the case of Delivery to or from the Czech Republic.

6. Delivery of Shipments

6.1. Shipments are normally delivered to the Consignee's first lockable door. When unloading the Shipment at the Consignee, the Customer is obliged to ensure that the Consignee provides the person delivering the Shipment (the driver through whom the transport is procured) the absolutely necessary cooperation to unload the Shipment, especially in the case of Shipments whose volume, nature or characteristics do not allow the person delivering the Shipment either at all, or safely unload the Shipment, or the weight of which exceeds the maximum permissible weight of the load, which is established by special regulations, as the weight of the load that a natural person in employment cannot lift during the performance of work. In case of failure to provide cooperation according to the previous sentence, the delivering person is not obliged to unload the Shipment and the Customer is obliged to reimburse the Freight Forwarder for any and all costs incurred by the Freight Forwarder as a result of failure to provide such cooperation.

6.2. In the case of a Shipment with a Cash on Delivery Service, the Consignee is obliged to pay the delivery person (driver) cash on delivery before taking over the Shipment, i.e. financial cash in the value indicated on the Freight Forwarder's delivery documents.

6.3. The Consignee is obliged to confirm the receipt of the Shipment in the Freight Forwarder's delivery document, where he/she must write his/her name and surname and his/her handwritten signature in block letters. If the Consignee is a legal entity or an individual entrepreneur, the Consignee shall enter the name and surname of the receiving person in the delivery document in block letters, attach the Consignee's stamp **and the receiving person shall personally sign the acceptance of the Shipment,**

6.4. Two attempts to deliver the Shipment are included in the agreed payment for the transportation of the Shipment. If the Shipment is not accepted by the Consignee on the first day of delivery, the Shipment will be delivered on the next working day, unless the Freight Forwarder and the Customer agree otherwise. In the event that the Shipment is not delivered even after the second delivery attempt, the Shipment will be returned to the Consignor, unless the Freight Forwarder and the Customer have agreed otherwise.

6.5. In the event that the Consignee refuses to accept the Shipment, the second delivery attempt according to the procedure pursuant to point 5.4 of these GTC is no longer carried out, and the Shipment will be returned to the Consignor.

6.6. In the event of a Shipment returned to the Consignor pursuant to point 6.4. or 6.5. of these GTC, the Customer will be charged a fee for arranging transportation to the Consignee (point 6.4 or 6.5 of these GTC), as well as a fee for arranging the return of the Shipment to the Consignor.

7. Delivery time

7.1. When procuring the transport, the Freight Forwarder takes into account the delivery times specified in this point, while these delivery times are only indicative in nature and the Freight Forwarder does not guarantee their compliance (i.e. delivery of the Shipment at a later date shall not be a breach of contract):

a) in the event of Delivery in Slovakia, the first working day following the day on which the Shipment was received from the Consignor, by 5:00 p.m. on that day;

b) in the event of Delivery to or from the Czech Republic, the second working day following the day on which the Shipment was collected from the Consignor;

c) in the event of Delivery in Slovakia and the subject of the Freight Forwarding Contract is the procurement of transportation of an oversized Shipment (points 4.1 and 4.2 of the GTC), the usual delivery period instead of the term stated in this point of the GTC under letter a) is understood as the second or third working day, which follows the day on which the Shipment was collected from the Consignor;

d) in the event of Delivery to or from the Czech Republic and the subject of the Freight Forwarding Contract is the procurement of the transportation of an oversized Shipment (point 4.1 and 4.2 of the GTC), the usual delivery period instead of the term specified in this point of GTC under letter b) is understood as the third working day following the day on which the Shipment was collected from Consignor, by 5:00 p.m. on the said day;

e) in cases not mentioned in this point of the GTC under letter a), b), c) and letter d) or in the event when the subject of the Freight Forwarding Contract is the procurement of the so-called of full truckload transport (i.e. one whole means of transport is reserved for the transport of one Shipment of the Customer) the Shipment is delivered within the deadline notified by the Freight Forwarder to the Customer.

8. Remuneration for freight forwarding services

8.1. The Freight Forwarder is entitled to the payment of remuneration for the freight forwarding services provided by the Freight Forwarder, which arises from the handover of the Shipment by the Consignor to the delivery person (driver).

8.2. The amount of remuneration for the freight forwarding services provided is determined according to the Individual Price List, if such was agreed between the Freight Forwarder and the Customer. In other cases, the amount of remuneration is determined according to the Standard Price List.

8.3. The amount of remuneration is determined on the basis of the Actual Weight of the Shipment (see point 1.9 of the GTC, i.e. on the basis of the weight declared by the Customer, or on the basis of the weight determined by the Freight Forwarder according to the procedure pursuant to point 4.3 of

the GTC), or in the case of the procedure pursuant to point 4.4 of these GTC, on the basis of the Volumetric Weight of the Shipment. The total amount of remuneration for the freight forwarding services provided also depends on the amount of additional services requested (point 5.7 of the GTC).

8.4. Remuneration is due:

- a) in the event of Shipments accepted for transport by the 15th day of the calendar month, the remuneration is due by the end of the given calendar month;
- b) in the event of Shipments accepted for transport after the 15th day of the calendar month, the remuneration is due by the 15th day of the following calendar month;
- c) if the Freight Forwarder issues and sends the invoice to the Customer after the expected due date in terms of points a) or b), the remuneration is due in the next following payment term in terms of points a) or b).

8.5. In the event that the Customer is in arrears with the payment of any financial obligation arising on the basis of the Freight Forwarding Contract, the Customer undertakes to pay the Freight Forwarder the agreed interest for delay in the amount of 0.05% per day of the amount owed, from the day after the due date of the obligation until payment.

8.6. The Freight Forwarder and the Customer hereby agree that in the event that the Customer is in arrears with the payment of any due financial obligation arising on the basis of the Freight Forwarding Contract, the Freight Forwarder is entitled to unilaterally set off mutual claims, i.e. claims of the Freight Forwarder for the payment of any payable financial obligation arising on the basis of the Freight Forwarding Contract, against the claim of the Customer for the payment (remittance) of the financial amount collected from the Consignee upon Delivery of the Shipment within the Cash on Delivery Service (point 5.8 GTC). Offsetting according to the previous sentence shall be carried out by the Freight Forwarder by means of a written notification delivered to the Customer.

8.7. In the case of concluding a framework Freight Forwarding Contract, the Freight Forwarder is entitled to unilaterally adjust the prices listed in the price list (Standard Price List or Individual Price List) under the conditions specified in the point 8.7. of GTC, while price adjustment by this procedure shall not be deemed a price list change for the purposes of point 15.7 of GTC:

- a) The adjustment is carried out on an annual basis as of 1 January of the calendar year.
- b) The Freight Forwarder is entitled to unilaterally adjust prices up to the determined average annual rate of inflation. For this purpose, the average annual rate of inflation is determined on the basis of the relevant index published by the Statistical Office of the Slovak Republic (index Inflation measured by HICP (EU harmonized methodology) - annually [sp2047rs]) (hereinafter referred to as the "Index").
- c) In the event that the Index is published, on the basis of which the price list is to be adjusted only after the invoice for payment of remuneration is issued, the Freight Forwarder is also entitled to adjust the amount of the remuneration and additionally invoice the Customer the difference between the adjusted remuneration and the already invoiced remuneration.
- d) Adjusted prices automatically become the basis for their adjustment in the next period.

8.8. If the Contracting Parties hereto agreed to enter into a partial Freight Forwarding Contract for the procurement of transportation of the Shipment, the value of which exceeds the maximum permissible value (point 4.5. b) of the GTC), the procurement of transportation of the Shipment also includes the arrangement of its insurance for its entire value. The Customer is obliged to pay the Freight Forwarder a fee in the amount of 3.00% of the value of the Shipment (hereinafter referred to as the "Additional Insurance Fee") for arranging the Shipment's insurance. The additional insurance fee will be invoiced to the Customer together with the remuneration for the transportation of the Shipment to which the additional insurance applies.

9. Liability for damage

9.1. The Freight Forwarder is solely responsible for damage to the Shipment incurred during the procurement of transportation, unless he could not have prevented it even with the use of professional care.

9.2. The Freight Forwarder shall not be liable for damage:

- a) caused by the Customer, Consignor, Consignee or any third party;
- b) caused by the owner of the content of the Shipment;
- c) caused by a defect in the Shipment, its nature or its natural loss;
- d) caused due to insufficient packaging or incorrect packaging of the Shipment or Handling Unit, or due to insufficient or incorrect packaging of the contents of the Shipment or Handling Unit (point 5.4 GTC). The above shall also apply if the inadequacy of the packaging or incorrect packaging of the Shipment or Handling Unit, or incorrect or insufficient packaging of the contents of the Shipment or Handling Unit, becomes apparent during the procurement of transport, or during the transport itself;
- e) caused due to incorrect or missing handling labels or labels according to point 5.3 or 5.5 of the GTC, or due to a violation of the obligations of the Customer stipulated in point 5.3 of the GTC and Conditions or 5.5 of the GTC;
- f) caused at a time when the Shipment was not in the physical possession of the Freight Forwarder;
- g) caused in the event that the damage occurred to the Shipment, which is excluded from transportation according to these GTC (point 4.5 of GTC);
- h) for damage to the Shipment if the Shipment was accepted by the Consignee without reservation;
- i) in the event that the Customer has not provided the Freight Forwarder with correct or complete information about the content of the Shipment and its nature, as well as other facts necessary for the proper procurement of transportation by the Freight Forwarder (Section 604 of Act No. 513/1991 Coll. of the Commercial Code);
- j) caused by exceeding the usual delivery time (point 7.1 GTC);
- k) caused by force majeure.

9.3. The Customer shall be liable for damage:

a) in the event that the Customer failed to provide the Freight Forwarder with correct or complete information about the content of the Shipment and its nature, as well as other facts necessary for the proper procurement of transportation by the Freight Forwarder (Section 604 of Act No. 513/1991 Coll. of the Commercial Code)

b) in the event that he handed over the Shipment for transport according to the procedure pursuant to point 4.6 of these GTC (Shipments excluded from transport)

c) in the event that the damage occurred due to the reason pursuant to point 9.2 letter a), or

b), or c), or d), or e),

9.4. The Customer is obliged to ensure that the Shipment is properly checked by the Consignee upon its delivery and acceptance. If the Shipment or its packaging does not show any obvious signs of mechanical or other damage at the time of delivery, the Consignee is not entitled to open or unpack the Shipment before signing the delivery document pursuant to point 6.3 of these GTC. The delivery person (driver) is not obliged to participate in the inspection of the contents of the Shipment by the Consignee. In the event that the Shipment or its packaging shows obvious signs of mechanical or other damage at the moment of delivery, or in the case of partial loss of the Shipment, the Customer is obliged to ensure that the Consignee raises written reservations about the delivered Shipment, without delay and immediately after the delivery of such Shipment. The Consignee is obliged to include the specified reservations in the Freight Forwarder's delivery documents, or in the Freight Forwarder's separate "Damage Record" form, which must include the number of the Shipment to which the reservations relate, a more detailed specification of the reservations, the date and time of delivery, as well as the signature of the Consignee and the delivery person (driver). The claim of the Customer (or other entitled person) (hereinafter referred to as the "Entitled Person") to compensation for damage is conditioned by the exercise of this right with the Freight Forwarder in the manner established by these GTC.

9.6. The Entitled Person is obliged to submit a written complaint to the Freight Forwarder immediately upon detection of damage to the Shipment or its complete or partial loss, but no later than within 30 days from the day when the Shipment was handed over by the Freight Forwarder to the delivery person (driver), in order to procure the transportation of such Shipment.

9.7. The written complaint must contain any and all decisive facts justifying the Entitled Person's claim to compensation for damages. In a written complaint, the Entitled Person shall state, or he/she shall attach the following facts to it:

a) Shipment number;

b) description of the contents of the Shipment (goods);

c) proof of the contents of the Shipment (delivery note, original purchase invoice without VAT, purchase order, etc.);

- d) description of damage to the Shipment;
- e) the amount of the claim for damages and the method of its determination;
- f) photo documentation proving damage to the Shipment (except in cases of total loss);
- g) a document proving the value of the Shipment in a relevant manner (purchase invoice, or receipt; if the person making the claim for compensation is a VAT payer, the Freight Forwarder shall compensate the damage at most in the amount of the purchase price of the goods excluding VAT);
- h) in the event of the damage to the Shipment, a document proving the amount of the damage caused (e.g. repair invoice, expert opinion to determine the extent of the damage);
- i) in the event of obvious damage to the Shipment, it is also necessary to submit a Damage Record or a photocopy of delivery documents containing information on damage.

9.8. The right to compensation for damage arises only if the written complaint is submitted by the Entitled Person in writing within the time limits pursuant to point 9.5 of these GTC and contains any and all details pursuant to point 9.6 of these GTC

and expires by not exercising this right with the Freight Forwarder within the time limits established in point 9.5 of these GTC. The right to compensation for damages also expires if the written complaint is submitted within the time limits pursuant to point 9.5 of these GTC, but does not contain any and all details required by point 9.6 of these GTC.

9.9. The Customer is not entitled to set off the Customer's claim for damages against the Freight Forwarder against any claim of the Freight Forwarder arising on the basis of and in connection with the Freight Forwarding Contract.

9.10. The Customer is obliged to ensure that the Freight Forwarder has the opportunity to verify the true extent of the damage caused by an on-site inspection. For this purpose, the Customer is obliged to ensure that the contents of the Shipment are not manipulated in any way and is also obliged to ensure that the packaging in which the Shipment was delivered is preserved. The Customer is also obliged to allow inspection of the Shipment by the liquidator of the insurance company as part of the possible liquidation of the damage insurance event.

9.11. Upon fulfillment of the conditions according to these GTC, the Entitled Person is entitled to compensation for actual damage to the extent specified by these GTC. Actual damage is understood as the amount by which the property of the Entitled Person has decreased due to the damage event. The Freight Forwarder is not liable for lost profit or any other property or non-property claims (including consequential damages, contractual fines, sanctions and claims of third parties) that arose in connection with damage to the Shipment.

9.12. Based on the agreement of the Freight Forwarder and the Customer, the Freight Forwarder's liability for damage to the Shipment is limited to EUR 2,000 including VAT for 1 Shipment.

9.13. In the event that the Freight Forwarder is liable for damage to the Shipment covered by additional insurance, the Freight Forwarder's liability is limited to the amount of the insurance

payment paid by the insurer. This shall not affect any other limitations of the Freight Forwarder's liability resulting from the Contract and GTC.

9.14. In the event that it is not Delivery in Slovakia, and if the procured transport is covered by international contracts (in particular the Convention on the Contract for the International Carriage of Goods by Road and the Protocol to the Convention) containing provisions regarding the extent of compensation for damage, the compensation for damage to the Entitled Person is limited to the amount in in the amount of EUR 2,000, but not more than the amount permissible according to the provisions of the relevant international agreement regarding the liability of the shipper (in particular the Convention on the Contract for the International Carriage of Goods by Road and the Protocol to the Convention).

10. Coverage

10.1. To cover its claims arising from the Freight Forwarding Contract, the Freight Forwarder has a right of retention on the Shipment as long as he can dispose of it, regardless of whether the claim in question relates to the Shipment, which is being retained. The Freight Forwarder is entitled to retain the Shipment until full payment of the claims by the Customer. Non-compliance with the delivery date due to the exercise of the right of retention shall not be deemed a breach of the Freight Forwarding Contract by the Freight Forwarder. The Freight Forwarder is obliged to inform the Customer about the retention of the Shipment.

10.2. The Freight Forwarder has a lien on the Shipment, as long as it can dispose of it, to secure any and all claims of the Freight Forwarder against the Customer arising from the Freight Forwarding Contract, regardless of whether the debt being recovered is related to the Shipment, which is the subject of the pledge. The Contracting Parties hereto agreed that the Freight Forwarder is entitled, in addition to the public auction or the sale of the pledge according to a special regulation, to also choose to sell the pledge at his own expense (i.e. by direct sale). Prior to exercising the right of lien, the Freight Forwarder calls the Customer to pay the claim within three (3) days from the delivery of the call and notifies the Customer that if he fails to pay the debt within this period, he will sell the Shipment. After the expiry of the deadline, the Freight Forwarder is entitled to sell the pledge on behalf of the Customer in an appropriate manner and to satisfy his claim from the proceeds.

11. Postal conditions

11.1. In the event that the Actual Weight of the Shipment does not exceed 50 kg, and at the same time if the Shipment exceeds the minimum dimensions and at the same time does not exceed the maximum dimensions set for individual Shipments by the rules for international postal traffic (Acts of the Universal Postal Union - communication of the Ministry of Foreign Affairs of the Slovak Republic No. 50/2010 Coll. - in particular the World Postal Convention, the Implementing Regulations on Letter Mail and the Implementing Regulations on Postal Packages), it is a postal item (hereinafter also "Postal Item") within the meaning of Act No. 324/2011 Coll. on postal services (hereinafter also the "Postal Act").

11.2. In the case of a Postal Item:

a) the rights and obligations of the Contracting Parties hereto are governed by these GTC and the Postal Act. Mandatory provisions

a. of the Postal Act take precedence over the provisions of the Contract and these GTC;

b) The Freight Forwarder provides express postal services in accordance with the Postal Act, namely collection of the Postal Item at its place of location, personal delivery to the addressee, the possibility of changing the place of address and delivery during transport and tracking the movement of the Postal Item with monitoring. The method of collection and delivery of individual Postal Item is specified in points 4 and 5 of these GTC, and applies to each provided postal service;

c) a postal contract within the meaning of the Postal Act means a Contract;

d) in addition to items pursuant to point 4.5 of these GTC, items defined in the provision of Section 32 (3) of the Postal Act are excluded from the transport;

e) tariff means Standard Price List or Individual Price List;

f) the scope of the Freight Forwarder's liability in the event of non-compliance with the terms of the Postal Act and the Contract and the methods of applying claims from liability for damage are governed by provisions of Section 38 and 39 of the Postal Act and, in support, also point 9 of these GTC;

g) such shipment is marked with the logo of the Freight Forwarder "SDS" together with the wording "Slovak Delivery System";

h) the complaint procedure is stated in point 9 of these GTC. The deadline for processing a complaint regarding a Postal Item is governed by the Postal Act.

12. Dispute resolution

12.1. The Contract, partial Freight Forwarding Contracts and any and all rights and obligations related to them are governed by the legal order of the Slovak Republic, in particular the Commercial Code.

12.2. In the event of a dispute arising from the Contract or a partial Freight Forwarding Contract, or related to them, the Contracting Parties agreed on the jurisdiction of the courts of the Slovak Republic.

13. Withdrawal

13.1 Any Contracting Party is entitled to withdraw from the Freight Forwarding Contract in the event of a material breach by the other Contracting Party hereto.

13.2 A material breach of the Freight Forwarding Contract is also a breach of the obligations arising from the provisions of the Forwarding Contract or GTC, which is expressly marked as material, or any other breach of which the Contractual Party notifies the breaching Contractual Party, including an indication of an additional reasonable period for the elimination of identified deficiencies, and if the breaching Contractual Party fails to eliminate the identified deficiencies even within an additional reasonable period. Such a reasonable period must not be shorter than 5 calendar days.

13.3 Withdrawal from the Freight Forwarding Contract is effective on the day of delivery of written notice of withdrawal to the other Contracting Party. Withdrawal shall become effective for the future and has no effect on services provided prior to the date of delivery of the written notice of withdrawal to the other Contracting Party.

13.4 In the event that a framework contract has been concluded, withdrawal from the framework contract shall not affect the validity of already concluded Partial Freight Forwarding contracts, unless the violation for which the withdrawal from the framework contract occurs also relates to a specific partial Freight Forwarding Contract and the withdrawing Contracting Party in a written notification of the withdrawal will explicitly state that it is also withdrawing from such a specific partial Freight Forwarding Contract.

14. Communication of the Contracting Parties

14.1. Any and all documents or notices required or permitted under the Freight Forwarding Contract in written form must be addressed and delivered to the other Contracting Party to the address specified in the Freight Forwarding Contract, or to the address that was last notified to the notifying Contracting Party by the other Contracting Party in writing as a correspondence address. These documents or notices shall be deemed delivered:

- a) in the event of personal delivery - at the moment of personal delivery of the document or demonstrable refusal to accept the document;
- b) in the event of using electronic mail - on the day of the recipient's confirmed delivery of the e-mail, but at the latest on the third working day following the day of sending the e-mail (valid only if the e-mail address was specified in the Freight Forwarding Contract and at the same time if it is not an automatic message about non-delivery of the email message to the addressee or a message about the absence of the addressee, delivered to the sender within 24 hours of sending the email message); delivery by electronic mail shall not be used for actions on the basis of which the Freight Forwarding Contract is changed or terminated;
- c) in the event of using registered mail or another method enabling objective proof of receipt - on the day and time of delivery or attempted delivery, if delivery was refused or prevented by the Contracting Party, which should be notified;
- d) in the case of using registered mail and not accepting the thus delivered Shipment and returning it to the Consignor the day of return of the Shipment to the Consignor is considered to be the day of delivery, regardless of the fact whether the addressee learned or could have learned about the

Shipment being delivered and regardless of the reason for returning the Shipment (e.g. "Addressee is unknown" or "Shipment not received within collection period" etc.).

15. Final provisions

15.1. In order to properly fulfill the obligations of the Freight Forwarder arising from the Freight Forwarding Contract, especially but not only the processing of orders, the collection and delivery of Shipments, invoicing of services and related business activities of the Freight Forwarder, we process the necessary identification Data.

15.2. Scope of processed data: identification data, contact data (telephone, e-mail), document number proving the identity of the Consignee and other necessary data to achieve the purpose

15.3. The processing of personal data is regulated in more detail in the Freight Forwarder's Privacy Policy, which is published on the website.

15.4. These GTC can be accessed on the Freight Forwarder's website at <https://sds.sk/general-termsandconditions/>.

15.5. These GTC shall become valid and effective on 1 September, 2023 and in their entirety replace any and all previous general terms and conditions of the Freight Forwarder and the Complaint Procedure of the Freight Forwarder.

15.6. The Freight Forwarder and the Customer agreed that the Freight Forwarder is entitled to unilaterally change the GTC by publishing the new wording of the GTC on the Freight Forwarder's website no later than 30 days before they become effective (<https://sds.sk/general-business-termsandconditions/>) The Customer is obliged to continuously monitor the wording of the GTC published on the Freight Forwarder's website.

In the event that the Customer does not agree with the new version of the GTC, he is entitled to notify the Freight Forwarder in writing of his disagreement with the new version of the GTC within the period before the new GTC become effective. In the event of delivery of the Customer's written objection to the Freight Forwarder according to the previous sentence, the Freight Forwarding Contract shall be terminated on the day of the expiration of the calendar month in which the Customer's written notification was delivered to the Freight Forwarder. In the event that the Customer does not express his disagreement according to the previous sentence, the Contracting Parties hereto agreed that on the date the new GTC become effective, the original GTC shall be replaced by the new GTC, which shall become part of the Freight Forwarding Contract and, if a framework contract has been concluded, also of already concluded partial Freight Forwarding Contracts.

15.7. Point 15.6. of GTC shall also apply accordingly to amendments in the Standard Price List.