

1. Introductory Provisions

1.1 The Shipper. These general terms and conditions (hereinafter referred to as "GTC") are issued by CT CARGO s.r.o., with registered office at B. Nemcova 4/2477, 075 01 Trebišov, Slovak Republic; Company Registration Number: 36 207 314, registered in the Commercial Register kept by the District Court Košice I, Section Sro, File no. 12542/V (hereinafter referred to as the "Shipper").

1.2 The Carrier. In these GTC, a Carrier shall mean a natural person, legal entity, or another legal person that is a business entity and, when concluding and implementing a Contract of Carriage, acts within its business activity (hereinafter referred to as the "Carrier").

1.3 Objective. These General Terms and Conditions aim to regulate the rights and obligations of the Shipper and the Carrier in terms of the concluded Contract of Carriage based on a confirmed order. Order means a Shipping Order, which, among other things, must contain the following:

- a/ identification data of the Shipper (business name, registered office, Company Registration Number, Tax Registration Number, VAT number, person authorized to negotiate the shipment)
- b/ identification data of the Carrier (business name, registered office, Company Registration Number, Tax Registration Number, VAT number)
- c/ specification of the shipment that is the subject of transportation (type, dimensions, weight)
- d/ identification of the place of loading
- e/ the date or time when the shipment is to be loaded
- f/ identification of the place of unloading
- g/ the date or time of unloading the shipment
- h/ price of transportation
- i/ or special transport requirements.

These General Terms and Conditions of the Shipper form an integral part of the Contract of Carriage concluded between the Carrier and the Shipper (hereinafter referred to as the "Contracting Parties").

The provisions of the Contract of Carriage take precedence over the provisions of the Shipper's GTC. Any deviations from these Terms and Conditions of the Shipper must

be agreed between the Contracting Parties in writing and signed by both Contracting Parties. Otherwise, they are invalid.

1.4 Contract of Carriage. By confirming the order, the Shipper enters into a Contract of Carriage with the Carrier (hereinafter referred to as the "Contract of Carriage"). It means that the Carrier undertakes to transport a specific, individually determined item (shipment) from a specific place of dispatch (hereinafter referred to as "Loading Site") to a specific destination (hereinafter referred to as "Unloading Site") properly and on time, and the Shipper undertakes to pay the Carrier a fee for transportation (hereinafter referred to as "Freight Costs").

1.5 Applicable legislation. The legal relations between the Shipper and the Carrier established by the Contract of Carriage shall be governed by these General Terms and Conditions and the following legal regulations:

A. By the Convention on the Contract for the International Carriage of Goods by Road (hereinafter referred to as "CMR") (Decree of the Minister of Foreign Affairs No 11/1975, Coll.) applying to every contract of carriage (shipment) by road for consideration, as long as Loading Site and Unloading Site lie in two different states (the vehicle crosses the border), at least one of which is a CMR contracting state (regardless of the permanent residence, or seat and nationality of the Shipper and the Carrier);

B. Subsidiarily, by Act no. 513/1991 Coll., Commercial Code, as amended (hereinafter referred to as the "Commercial Code") and its relevant provisions (especially Section 610 et seq.);

C. Other applicable and effective legal regulations of the Slovak Republic.

1.6 The Carrier's obligation to become familiar with the General Terms and Conditions. The Carrier shall be obliged to become familiar with these General Terms and Conditions issued by the Shipper in full BEFORE concluding the Contract of Carriage (Shipping Order). These GTC apply to all contractual relationships between the Shipper and the Carrier concerning the transportation of the item (shipment), FROM the moment of concluding the Contract of Carriage UNTIL the moment of COMPLETE fulfillment of all Shipper's and Carrier's obligations arising from or otherwise related to the concluded Contract of Carriage. The Carrier, by signing or confirming the Contract of Carriage, confirms to have become familiar with these General Terms and Conditions in full. If the Carrier failed to become familiar with these General Terms and

Conditions properly (in full) and in time (before signing the Contract of Carriage), they refer to him as if he were familiar with them. If the Shipper and the Carrier enter into a Contract of Carriage, and the General Terms and Conditions have not been changed since the Carrier became familiar with them, the GTC shall be binding for both Contracting Parties for each subsequent Contract of Carriage. The binding nature of these General Terms and Conditions ceases when one of the Contracting Parties notifies the other Contracting Party, in writing, of withdrawing its consent to these General Terms and Conditions. These General Terms and Conditions shall apply to the formerly concluded Contract of Carriage until all obligations of the Contracting Parties are fulfilled.

1.7 Order confirmation by the Carrier. Confirmation of the order by the Carrier after becoming familiar with these General Terms and Conditions shall constitute the conclusion of the Contract of Carriage between the Carrier and the Shipper. At the same time, the Carrier agrees with these GTC and is bound by them. Following the order confirmation, the Carrier shall not be entitled to add any comments, formulate any reservations or make any changes to the General Terms and Conditions. Any additions, reservations, or amendments can only be made based on a separate written agreement between the Shipper and the Carrier signed by them. The order that the Carrier sends back to the Shipper and which contains the PLACE, DATE, STAMP, NAME, and SIGNATURE of the responsible person of the Carrier, in legible block letters, shall be considered a duly confirmed order.

The order shall be considered accepted if the Carrier does not object to the order within 30 minutes of its sending by the Shipper.

1.8 General Terms and Conditions of the Carrier. Once the Carrier confirms the order, the Carrier agrees that the conditions referred to in the GTC issued by the Shipper take precedence over any provisions of the Carrier's General Terms and Conditions. The Carrier's General Terms and Conditions shall apply only if the Shipper has expressly, in writing, and in advance agreed that the Carrier's General Terms and Conditions shall take precedence over the provisions of these General Terms and Conditions issued by the Shipper, or that the Shipper will follow the Carrier's General Terms and Conditions.

1.9 Written form of action. If these GTC stipulate a written form for a specific action, this shall be considered to be complied with even if the action is done electronically (e-mail, SMS).

1.10 The Shipper shall be entitled to cancel the order for transportation confirmed by the Carrier no later than 12 hours before the planned Loading of the shipment without any sanctions on the part of the Carrier. If the Shipper cancels a confirmed transport order less than 12 hours before the intended Loading, the Shipper shall be obliged to compensate the calculated damage to the Carrier in the amount of no more than one-fifth of the price of the canceled agreed order.

2. Obligations of the Carrier

2.1 Confidentiality Obligation. All information referred to in these GTC and the order is strictly confidential. Under no circumstances may the Carrier, without the prior written consent of the Shipper, make this information available or show it to any third party, especially to any person at Loading Site and/or Unloading Site. In the event of a breach of this obligation by the Carrier, by its employee, or by another person participating on the Carrier's side in the implementation of the Contract of Carriage, the Shipper shall be entitled to a contractual penalty of EUR 5,000 against the Carrier.

2.2 Information Obligation. The Carrier undertakes to properly fulfill its information obligation, which means that the Carrier shall be obliged to (i) provide the Shipper with accurate, true, and immediate information about the course of the transport, (ii) inform the Shipper of any extraordinary circumstances, (iii) always inform the Shipper about the delay of the vehicle, (iv) inform the Shipper about the status of the transport and the location of the vehicle, (v) send an SMS to the Shipper's contact number every time after loading and unloading the transported item. To inform means to successfully call the Shipper at the contact number specified in the order.

In the case of an unsuccessful phone call, the Carrier shall be obliged (including the driver of the Carrier) to immediately send an SMS containing current and true information about the transport to the contact number of the Shipper. In the event of a breach of this obligation by the Carrier, by its employee, or by another person participating on the Carrier's side in the implementation of the Contract of Carriage, the Shipper shall be entitled to a contractual penalty of EUR 5,000 against the Carrier.

2.3 Absolute protection of the Shipper's client. The Carrier shall be prohibited, in person or through a third party, specifically or generally (publicly), to address or otherwise contact the Shipper's client with an offer of a business opportunity to perform or secure transportation by the Carrier or any other person.

The Carrier undertakes to observe absolute protection of the Shipper's client and neutrality towards all companies listed in the order or any document associated with the transport. The Carrier shall be obliged to ensure that this obligation is observed by all persons employed by the Carrier, persons under a commercial or contractual relationship with the Carrier, or persons who are controlled or controlling concerning the Carrier under the provisions of Section 66a of the Act no. 513/1991 Coll.; close persons according to Section 116 of the Act no. 40/1964 Coll. These General Terms and Conditions establish a rebuttable presumption of breaching this obligation if the Shipper discovers that, within 3 years after the implementation of the last Contract of Carriage between the Shipper and the Carrier, the Carrier or any person mentioned in this point has a directly or indirectly concluded contract or cooperates, or otherwise cooperates with a current or former client of the Shipper.

The Carrier can rebut this rebuttable presumption by providing indisputable proof about not violating this obligation. In the event of a breach of the Carrier's obligation to absolutely protect the Shipper's client, the Shipper shall be entitled to a contractual penalty of up to EUR 100,000 against the Carrier.

2.4 Insurance and payment confirmation for the current period. Following the CMR, the Carrier shall be responsible for the insurance of the transported item (shipment). The Carrier shall be responsible for the total or partial loss of the transported item and/or for its damage, which occurs at any time since it is taken over for transportation until it is delivered to the addressee specified in the CMR and thus the end of transportation. The Carrier honestly declares to have, at the time of concluding the Contract of Carriage, VALID liability insurance for damage incurred during the performance of the Contract of Carriage; the Carrier will send the Shipper (upon the Shipper's request) a copy of the certificate of such insurance (hereinafter referred to as "Insurance") and proof of payment of the insurance premium for the current period; the insured amount is (i) at least EUR 33,000 in the case of transportation by a vehicle with a total weight of up to 3.5 tons, (ii) at least EUR 75 000 in the case of transportation by a vehicle with a total weight of up to 7.5 tons, (iii) at least EUR 150,000 in the case of transportation by a vehicle with a total weight of 40 tons; and at the same time the insured amount of the valid Carrier's Insurance is always at least equal to the actual value of the transported item during the transportation in question. The Carrier shall be obliged to request information from the Shipper about the transported item value no later than

on the day of transportation. Otherwise, the Carrier shall be responsible for the damage caused to the Shipper by breaching this obligation (to have an insurance contract indicating the relevant insured amount).

The Carrier honestly declares that its insurance is and will be valid during the entire period of the specific transportation, i.e. from loading to unloading of the item. The Carrier shall be responsible for the validity of all permits and other documents/certificates that are necessary and/or essential for transportation, both on the territory of the Slovak Republic and on the territory of other states through which the item will be transported.

2.4.1 Should any obligation according to point 2.4 of these GTC be violated, the Carrier shall be obliged to pay the Shipper a contractual penalty of EUR 5,000 for each violation. In case of failing to fulfill the obligation of the agreed minimum insurance coverage amount, the Carrier shall be obliged to pay a contractual penalty equal to the difference between the insurance coverage amount to which the Carrier has committed in these General Terms and Conditions and the real insurance coverage amount for which the Insurance has been concluded. Should there be damage to the transported item (shipment), such damage will be liquidated, in preference, from the Carrier's Insurance to the full extent of damage, even beyond the limit of liability for damage specified by the CMR.

2.5 Compliance with minimum wage laws. Throughout the Contract of Carriage, the Carrier undertakes to follow and fulfill all obligations arising from the Minimum Wage Act applicable in the Federal Republic of Germany (hereinafter referred to as "MiLoG"), the Minimum Wage Act in the French Republic (hereinafter referred to as "LoiMacron") and the Minimum Wage Act valid in the Republic of Austria, in cases where their scope is given, especially concerning the driver who, as an employee of the Carrier, carries out the transport.

The Carrier declares to be familiar with the currently valid and effective wording of MiLoG, LoiMacron, and the Minimum Wage Act in the Republic of Austria and undertakes to comply with them. Such an obligation of the Carrier shall also apply concerning other labor law obligations in the states where the road transport is carried out.

2.5.1 The Carrier shall be obliged to properly and timely fulfill all notification obligations, the obligations to elaborate and provide the necessary documentation to

the competent authorities, and all other obligations arising from the valid wording of the aforementioned laws for the Carrier, in particular, Section 20 MiLoG (to pay wages to employees working inland on time); Section 17 MiLoG (to record the beginning, end, and duration of the daily working time of its employees no later than the seventh day after the day the employee's job duties are fulfilled; to keep these records for at least two years); Section 16 MiLoG (to provide a written statement in German to the customs authority if the employer's registered office is abroad).

2.5.2 If, based on the Carrier's violation of any of the obligations under point 2.5 of these GTC, the Carrier and/or the Shipper will be imposed any sanction, fine, or otherwise inferred liability for damage, the Carrier shall be solely responsible for it in full and shall be obliged to pay it in full. The Carrier shall also have the obligation to pay any sanction, fine, or damage against the claims of the relevant social insurance authorities, financial authorities, or other authorities responsible for monitoring compliance with the mentioned minimum wage acts.

2.5.3 The Carrier may not assign the aforementioned obligations to a third party without the prior written consent of the Shipper. The Carrier shall bear full responsibility for the actions of its subcontractor, and in the event of any non-compliance with the minimum wage acts, the Carrier shall be obliged to pay the full amount of any damage, or imposed sanctions due to this violation. If the Carrier carries out the agreed transport through a third party, this does not absolve him of the responsibility or obligations arising from the provisions of this point of the General Terms and Conditions as he is still responsible to the Shipper for fulfilling all the obligations in the same way as if he had carried out the transport himself.

2.6 No lien. Under no circumstances may the Carrier exercise a right of lien and/or security interest on the transported item (shipment), not even to secure the Carrier's claim against the Shipper arising from the Contract of Carriage. The Carrier shall always be obliged to transport the item to the agreed Unloading Site at the agreed time and hand over the transported item to the Shipper's client.

2.7 No assignment of the claim to a third party. The Carrier does not have the right to assign its claims against the Shipper arising from the Contract of Carriage to any third party without the prior written consent of the Shipper.

2.8 Other obligations of the Carrier. The Carrier shall be responsible for (i) satisfactory technical condition and cleanliness of the vehicle (the vehicle shall be kept free of

visible solid and liquid dirt and excessive odors), including the loading area and undamaged tarpaulin; (ii) the mandatory equipment of the vehicle crew and its protective equipment, that means providing standard equipment for a specific type of transport and equipment for securing the transported item (shipment), such as sufficient quantity of anti-slip mats, clamping belts, protective corners, customs wires and cables, securing rods against damage to the transported item, protective clothing for the driver of the vehicle; (iii) the transport to be carried out only by a person or persons with the necessary professional competence and that this professional qualification will also be met in the territory of the state in which the transport will be carried out; (iv) for ensuring that the originals of all vehicle documents are on the vehicle during the entire period of transportation and that the driver has them at his disposal and is able to prove them to the control authorities if necessary.

2.8.1 In case of violation of any obligation under point 2.8 of these GTC, the Carrier shall be obliged to pay a contractual penalty of EUR 5,000 for each violation, and the Shipper shall also be entitled to full compensation for damages against the Carrier. If the vehicle does not meet the requirements at the Loading Site and/or the driver does not have all the necessary documents related to the vehicle, the Shipper shall reserve the right to cancel the order, without any fine, sanction, or claim for damages from the Carrier. On the contrary, the Shipper shall be entitled to compensation from the Carrier in such a case.

2.9 The Carrier shall be obliged to carry out its activities in compliance with the agreed conditions, professional care, and quality. These obligations include the Carrier's obligation to take proper care of the entrusted shipment as well as the items that he has taken over in connection with the shipment (such as documents related to the shipment, etc.).

2.10 The Carrier shall be obliged to follow the instructions of the Shipper when carrying out the transport.

The Carrier shall be obliged to request the Shipper for all the necessary instructions if he has not received them. If there is a risk of delay, the Carrier shall be obliged to continue the transport even without these instructions so that the interests of the Shipper are protected as much as possible.

2.11 The Carrier shall be obliged to participate in loading and unloading while being responsible for their proper implementation. During loading, the Carrier shall be

obliged to check whether the bill of lading or the CMR bill of lading contains all mandatory data. The Carrier shall be obliged to have the bill of lading, or CMR bill of lading (in the case of international transport), the record of the operation of the freight transport vehicle (the vehicle record), or other transport documents, confirmed during loading. Furthermore, the Carrier shall be obliged to check, in particular, the quantity and weight of the shipment, the shipment labeling, 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 shall also be 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 shall be obliged to ensure compliance of the data contained in these accompanying documents related to the transported shipment with the actual condition of the loaded or transported shipment (its quantity, actual weight, etc.), and at the same time, he shall be obliged to ensure compliance of the actual condition of the loaded or transported shipment (its quantity, weight, labeling, etc.) with the data on the shipment specified in the Contract of Carriage or the accepted order. Should there be any inconsistency between the actual condition of the loaded or transported shipment and the data contained in the accompanying documents related to the transported shipment or in the Contract of Carriage or the accepted order, the Carrier shall always be obliged to notify the Shipper of the detected differences immediately and ask him for instructions on how to proceed. The Carrier must not leave the Loading Site before receiving instructions from the Shipper on how to proceed. If the Carrier fails to comply with the notification obligation under this point, and due to a detected discrepancy between the actual condition of the loaded or transported shipment and the data contained in the accompanying documents related to the transported shipment, or in the Contract of Carriage or accepted order, and if he fails to carry out the transportation of the entire shipment as it was handed over at the Loading Site, the Carrier shall be obliged to pay the Shipper a contractual penalty in the amount of the agreed transport price. If the Carrier fails to fulfill the notification obligation in terms of this paragraph and transports the shipment as it was handed over to him at the Loading Site, he will do so at his own risk, while any related damages or additional costs shall be borne exclusively by the Carrier. If the Carrier loads the transported shipment in a quantity or weight smaller than that specified in the Contract

of Carriage or the accepted order, the Shipper shall be entitled to provide replacement transportation of that part of the shipment that was not loaded by the Carrier in compliance with the Contract of Carriage or the accepted order by himself or through a third party. The Shipper shall be entitled to bill the Carrier for the actual costs incurred by providing alternative transportation due to the not loaded part of the shipment. This does not affect the Shipper's claim to a contractual penalty due to non-fulfillment of the notification obligation under this point, as well as the Shipper's possible claims in the event of the shipment being lost or the delivery deadline being exceeded.

2.12 The Carrier shall be obliged to secure the shipment so that it is not damaged or lost.

2.13 In the event of a traffic accident or breakdown that causes the immobility or delay of the motor vehicle used for the transport, or there is another obstacle preventing proper transportation by the agreed vehicle, the Carrier shall be obliged to notify the Shipper of this fact without undue delay, and at the same time, at its own expense, secure another vehicle of similar parameters, capable of carrying out the transport in question. In the event of non-fulfillment of this obligation, all costs incurred by the Shipper in connection with the securing of another vehicle will be billed to the Carrier, and the latter shall be obliged to reimburse the Shipper for any additional costs incurred in full, based on the issued and delivered invoice. At the same time, the Carrier shall be obliged to pay a contractual penalty of EUR 5,000 for a breach of any of the aforesaid obligations, which does not affect the Shipper's claim for damages against the Carrier.

2.14 Without the prior written consent of the Shipper, the Carrier shall not be authorized to handle the shipment in any other way than to load it at the Loading Site, ensure that it is not damaged during transport, and unload the shipment at the Unloading Site. The Carrier shall not be authorized to allow any third party to handle the shipment. Without the prior written consent of the Shipper, it is not allowed to transport any other cargo together with the transported shipment, and to transship, unload or load the shipment onto another vehicle. In case of violation of any of the above prohibitions, the Contracting Parties have agreed on a contractual penalty of EUR 5,000 for each violation.

2.15 If there is damage, the Carrier shall be obliged to take the necessary measures and exercise the necessary professional care so that the damage is as small as

possible and to notify the Shipper of this fact without delay. If there are any problems during the unloading of the shipment, the Carrier shall be obliged to notify the Shipper immediately. Moreover, the Carrier shall be obliged, upon the request of the Shipper, to provide the Shipper with complete and true information about the fulfillment of the Contract, in particular, about the current location of the shipment. If the contact persons of the Shipper are listed in the header of the Contract, the Carrier shall be obliged, under this paragraph, to inform the Shipper via these contact persons (also by telephone). If the Shipper is at risk of any damage, the Carrier shall be obliged, upon the request of the Shipper, to immediately provide the Shipper with telephone contact to the driver who carries out the transport for the Carrier. In case of violation of any of the above obligations, the Carrier shall be obliged to pay a contractual penalty of EUR 5,000 for each violation.

2.16 During the entire transportation, the Carrier shall be obliged to use exclusively parking lots that are safe and guarded, and reserved for this purpose. The Carrier shall be obliged to reimburse the Shipper in full for damage to the shipment incurred as a result of the Carrier's breach of this obligation.

2.17 The Carrier shall be obliged to present to the Shipper all documents proving the performance of the transport no later than within days after the completion of the transport. These documents include, in particular: a bill of lading, or CMR bill of lading, a record of the operation of the freight transport vehicle (the vehicle record), delivery notes for the shipment, pallet tickets, copies of shipping charges, weight list, or other proof that the shipment was handed over to the recipient in an intact condition. In case of shipment under the customs supervision, the Carrier shall also be obliged to provide the Shipper with copies of customs documents or CMR bill of lading confirmed by the relevant customs authority.

2.18 The Carrier declares to be aware of the EUROPEAN AGREEMENT CONCERNING THE WORK OF CREWS OF VEHICLE ENGAGED IN INTERNATIONAL ROAD TRANSPORT (hereinafter referred to as the "Aetr Agreement") adopted as EC regulation no. 561/2006 of April 11, 2007, in the wording of all its amendments, i.e. in the valid wording, especially in the territory of those states in which this Aetr Agreement is binding. The Carrier also declares to fulfill all the conditions outlined in the Aetr Agreement concerning the implementation of road transport in the territory of the contracting states of this Agreement and will continue to fulfill them during the entire

period of implementation of the transport agreed on with the Shipper. The Carrier undertakes to comply with the Aetr Agreement in full when carrying out road transport. The Carrier acknowledges that if in any way fails to meet the conditions of road transport established by the Aetr Agreement, or if it violates this Agreement in any way, the Shipper shall be entitled to claim a contractual penalty of EUR 75,000 against the Carrier, and, in addition, a claim for flat-rate compensation for damage to the Shipper's reputation of EUR 75,000, as well as compensation for any direct or indirect damage incurred by the Shipper as a result of the violation of this provision, or the falsity of the Carrier's statement referred to in this provision of the General Terms and Conditions. The Carrier shall be obliged to carry out road transport on the territory of states where the Aetr Agreement does not apply in full and in compliance with the legislation in force on the territory of that state, while the Carrier shall be obliged to be familiar with the current conditions of road transport and to comply with them during the entire period of transportation.

3. Contractual penalty. The Carrier acknowledges that if it fails to comply with, or otherwise violates, the obligations referred to in these GTC, the Shipper may claim a contractual penalty specified in these GTC against the Carrier for any non-compliance or other violation of the obligation. The Shipper shall be entitled to set off the claim for payment of a contractual penalty or any damage against the Freight Costs, to which the Carrier is entitled based on the Contract of Carriage.

4. Compensation for damage. The Carrier acknowledges that the Shipper's application of any contractual penalty agreed upon in these GTC against the Carrier does not affect the Shipper's right to claim damages against the Carrier.

5. Special regime for express transport, linestopper, or transport with a special interest in delivery. The Carrier acknowledges that the express (scheduled) transportation, also referred to as linestopper or transportation with special interest, is subject to a special regime. For these GTC, the express transport shall be considered the transport containing the following wording "Express transport, or Linestopper, or Transport with special interest" (hereinafter referred to in these GTC as the "Express transport"). In case of the Express transport, the Carrier undertakes to inform the

Sender about (i) the time of Loading and Unloading via SMS, e-mail, or phone call, no later than 15 minutes after arriving at the Loading and Unloading Site; (ii) the number of pieces and the total weight of the loaded item at the Loading Site; (iii) the name of the person responsible for taking over the transported item at the Unloading Site. The Carrier acknowledges that with Express transport the Shipper has a significantly increased interest in complying with the agreed delivery time and transportation conditions, and the Carrier shall be responsible for any exceeding of the delivery time or any non-compliance with the transportation conditions. In addition to full compensation for damages, the Shipper shall be entitled to a contractual penalty of EUR 5,000 for each violation of the conditions of this special regime for Express transports. Damage means any direct or indirect damage to the property of the Shipper or other damage to the Shipper, i.e. in particular, but not only, any increased costs, penalties, fees, compensation, taxes, lost profit, damage to the Shipper's reputation, etc. The Shipper shall be entitled to reduce the amount of the contractual penalty in case of circumstances worthy of special consideration. Each reduction of the contractual penalty shall be subject to individual assessment and one reduction of the contractual penalty does not establish the right to a reduction of the contractual penalty in the future in a similar or the same case.

6. Obligations of the Shipper

6.1 Freight Costs. The Shipper shall be obliged to pay the Carrier the agreed Freight Costs for the completed transport. The Freight Costs include adequate remuneration for carrying out the transport as well as all costs of the Carrier associated with the transport, including any extra fees associated, in particular, with possible waiting at the Loading and/or Unloading Site if it does not exceed 24 hours.

6.2 Demurrage Charges. The Carrier's costs directly related to waiting at the Loading and/or Unloading Site (hereinafter referred to as "Demurrage Charges") may be claimed by the Carrier from the Shipper in a maximum amount of EUR 150 for every 24 hours started following the first 24 hours according to point 6.1 of these GTC. The Carrier acknowledges that, unless otherwise agreed, the first 24 hours of waiting at the Loading and/or Unloading Site shall be without entitlement to Demurrage Charges.

6.2.1 To claim Demurrage Charges, the following conditions must be met at the same time:

A. the Carrier reported the start of waiting to the Shipper no later than 3 hours after the scheduled time of Loading and/or Unloading, and at the same time;

B. the time of waiting for Loading and/or Unloading is indicated in the CMR of the shipment in question or another valid document from the Loading and/or Unloading Site.

6.3 Should there be any complaint or discrepancy concerning the realization of transportation, the payment of the Freight Costs will not occur before the complaint or discrepancy in question is resolved.

7. Invoicing

7.1 Acceptance by the Shipper. The Shipper shall accept only the invoice issued by the Carrier on whose identification data it was issued and to whom the order was delivered. If the Carrier wants to invoice another natural person, another legal entity, or another legal person for the completed transportation, the Carrier shall be obliged to inform the Shipper immediately after receiving the Shipper's order. Otherwise, the Shipper shall not be obliged to take this request of the Carrier into account and pay such an invoice. The Carrier shall be obliged to send the invoice including the attachments to the Shipper always in 2 original copies.

7.2 Necessary documentation. The Carrier shall be obliged to send the original of the confirmed invoice including the originals of all transport documents (CMR; delivery note; pallet exchange receipts; customs fees receipts; receipts for the purchase of auxiliary material at the Loading, for example, protective corners, anti-slip mats, fastening straps and so on) by post to the Shipper's correspondence address no later than within 10 calendar days from the end of transportation. In case of transport outside the EU, the Carrier shall be obliged to send, together with the above-mentioned documents, a confirmation of completion of T-1, T-2, or an EX (EU) document if it is a transport with export customs clearance.

7.3 Certified document. A certified document is a document that contains the PLACE, DATE, STAMP, NAME, and SIGNATURE of the responsible person and the vehicle registration plate.

7.4 Mandatory Invoice Content. The invoice issued by the Carrier must (i) contain the ORDER NUMBER and the bank connection of the Carrier in the form of IBAN, (ii) be duly confirmed according to point 7.2 of these GTC, (iii) contain other legal requirements.

The Carrier issuing the invoice shall be responsible for the truthfulness and correctness of the data on the invoice.

7.5 Invoice Due Date. The due date of invoices issued properly (the invoice is confirmed and contains data required under points 7.2 and 7.3, and 7.4 of these GTC) and on time (within 10 calendar days from the end of transportation) by the Carrier is 60 days from the date of delivery of the invoice to the Shipper, including all the necessary transport documents unless otherwise agreed in writing.

7.6 Deferred Invoice Due Date. If the Carrier (i) fails to send an invoice together with all the necessary documents within 10 calendar days from the end of transportation or (ii) sends an unconfirmed or incomplete or false or out-of-date invoice or any attached document is unconfirmed or incomplete or untrue or out-of-date or (iii) if some of the necessary documents are missing; the Shipper reserves the right to postpone (extend) the due date of the invoice for 90 calendar days from the date of receipt of all necessary documents.

8. Final Provisions

8.1 Dispute Settlement. Should there be any dispute between the Shipper and the Carrier in connection with the performance of this Contract of Carriage or related to this Contract, both parties undertake to resolve such dispute first out-of-court, namely (i) by dispute negotiation, (ii) by mediation.

8.2 Dispute negotiation. In case of any unresolved dispute that arose in connection with the Contract of Carriage, both parties undertake to, first of all, escalate the dispute to their executives, who, within 3 calendar days from the date of delivery of the written notice of escalation to the other party, will meet in person or contact each other by telephone, and will negotiate in good faith to resolve the dispute.

8.3 Mediation. In case of any ongoing dispute arising out of or related to this Contract of Carriage, the Contracting Parties shall submit the dispute for proceedings according to the Mediation Rules of the International Chamber of Commerce (hereinafter referred to as "ICC"). The emergency arbitrator provisions shall not apply. The place of mediation shall be Vienna, Republic of Austria. The language of the proceedings will be English. This provision does not allow judicial, arbitral, and similar proceedings to be commenced concurrently with proceedings under the ICC Mediation Rules.

8.4 In case of an existing dispute, the Shipper and the Carrier hereby agree, and both parties to the Contract declare, that this Contract of Carriage shall be governed by the laws of the Slovak Republic and international treaties to which the Slovak Republic is bound, and which take precedence over the laws of the Slovak Republic, taking into account the provisions on conflict of laws and applicable law.

8.5 Contract Language Versions. These GTC are drawn up in Slovak, English, and German, while all language versions are legally equivalent. If there is any inconsistency or controversial interpretation of the provisions of these GTC in any of the above-mentioned languages, the legal relations between the Shipper and the Carrier shall be governed by the Slovak language version of these GTC.

8.6 Language of Communication. The Shipper shall not be obliged to communicate with the Carrier in a language other than the one in which he normally communicates. By default, the Shipper communicates in English, German, and Slovak. The Carrier shall be obliged to avoid using a language other than the one in which the order is made.

8.7 The date of validity and effectiveness of the General Terms and Conditions. These GTC shall apply and shall be effective from 2022. Any amendments to these GTC shall be valid on the day they are published on the Shipper's website.

8.8 Should any provision of this Contract become invalid, it does not affect the entire text of the General Terms and Conditions. The Shipper shall be obliged to replace invalid provisions with other provisions, which, by their purpose and legal nature, replace the original invalid provision.