

## GENERAL TERMS AND CONDITIONS OF THE SENDER

of Portador Global Spedition s.r.o.,  
with registered office at Stará cesta 6, Spišská Nová Ves 05201,  
Slovak Republic, registered under ID number: 47992484

### Article I - Basic provisions

- 1) These general business conditions of the Sender (hereinafter referred to as the "Sender's GTC") published by Portador Global Spedition s.r.o. in order to regulate rights and obligations of the contracting parties to the contract of cargo carriage (hereinafter referred to as the "contract of carriage") concluded by Portador Global Spedition s.r.o., with its registered office at Stará cesta 6, Spišská Nová Ves 05201, Slovak Republic, ID No.: 47992484, entered in the Commercial Register of the District Court of Košice I, in section LTD, file no. 36717 / V (hereinafter referred to as the "Sender") and a natural person, legal entity and other legal entities that are entrepreneurs (hereinafter referred to as the "Carrier"). The carrier acts within the scope of its business activities when concluding and performing the contract of carriage. The subject of the contract of carriage is the regulation of the mutual rights and obligations of the contracting parties arising from the transport of the consignment.
- 2) Carriage of a consignment means either the domestic carriage of a consignment or the international carriage of a consignment.
- Domestic transport of a consignment means that the place of the consignment acceptance and the intended place of delivery (hereinafter referred to as the "destination") take place in one country.
- International transport of a consignment means that the place of the consignment acceptance and the place of destination take place in two different countries.
- 3) By the Contract of Carriage, the Carrier undertakes to the Shipper to transport the consignment from a certain place (Pick-up place) to another specific place (destination) and the Shipper undertakes to pay the Carrier a fee (freight).
- 4) These Sender's GTC are an inseparable part of the contract of carriage concluded between the Carrier and the Sender (hereinafter referred to as the "Contracting Parties"). Deviating provisions of the contract of carriage take precedence over the provisions of these Sender's GTC.
- Any deviations from these Sender's GTC must be agreed between the contracting parties in writing, otherwise they are invalid.
- 5) Legal relations established by the contract of carriage are governed by the Convention of the Contract of Carriage in International Road Freight Transport (Decree of the Minister of Foreign Affairs No. 11/1975 Coll., hereinafter referred to as the "CMR Convention"), if its scope is given in accordance with the provisions of Art. 1 par. 1 to 4 of the CMR Convention and, in the alternative, Act no. 513/1991 Coll. of Commercial Code, as amended (hereinafter referred to as the "Commercial Code") and these Sender's GTC. In cases where the provisions of the CMR Convention cannot be applied to a given legal relationship established by the contract of carriage, provisions of the Commercial Code as well as other legal regulations of the Slovak Republic and these Sender's GTC are applied.
- 6) The Carrier is obliged to get familiar with the Sender's GTC before concluding the contract of carriage. These Sender's GTC apply to all contractual relations between the Carrier and

the Sender, concerning the transport of the consignment from the moment of concluding the contract of carriage until the moment of complete fulfillment of the all obligations arising from the concluded contract of

carriage of the Contracting Parties, or otherwise related. By concluding a contract of carriage, the Carrier is bound by these Sender's GTC and expresses the consent with them. Consent to these Sender's GTC can also be expressed in other ways, mainly via electronic communication between the Contracting Parties.

7) After the acceptance of the Sender's GTC, all legal relations between the contracting parties will be governed by the Sender's GTC in the future, unless, one of the contracting parties notifies the other party in writing that they no longer accept to be further bound by the Sender's GTC. The notification shall take effect on the date of delivery of the written notification.

8) The Carrier's business conditions apply only and exclusively if the Sender has expressly accepted, in writing in the contract of carriage, that the Carrier's business conditions take precedence over the wording of the Sender's GTC. Otherwise, the Sender's GTC has priority over the wording of the carrier's business conditions.

9) The Sender is entitled to occasionally update or change the Sender's GTC.

All changes, additions or the full text amendment of the updated Sender's GTC shall always be issued by the Sender in writing and published in an appropriate manner on Sender's website.

10) In the event of the invalidity of any provision of the Sender's GTC or the contract of carriage, the invalidity does not affect the remaining provisions. The Contracting Parties shall replace the invalid provision of the Sender's GTC or the contract of carriage with a new provision, which is as close as possible to the intention of the Contracting Parties agreed upon the conclusion of the contract of carriage.

11) If the Sender's GTC stipulate a written form for a certain act, this is considered as respected even if the act is made in electronic form.

## **Article II - Order of carriage and conclusion of the contract of carriage**

1) The Contract of Carriage is concluded by the Contracting Parties on the basis of the Sender's Order and its acceptance by the Carrier.

2) The Order means a unilateral legal act of the Sender directed to the Carrier with the aim of performing the transport of the consignment by the Carrier. Order received is considered as a draft of the contract of carriage.

3) The order is sent by the Sender to the Carrier by e-mail and this order includes the following data:

a / identification data of the Sender: business name, registered office, ID number, VAT number, person authorized to negotiate the shipment,

b / specification of the consignment to be transported by the Carrier (description of the type, its dimensions and weight)

c / marking of the place of loading

d / the date of the consignment loading shall take place

e / marking of the place of unloading

f / date when the unloading shall take place

g / price of transport

h / special requirements of the Sender regarding the transport of the consignment, if any.

4) The draft contract ("The Order") is considered duly accepted if the Carrier does not reject the draft contract within 4 hours of working time from delivery by e-mail or by of the order confirmation in writing, alternatively confirmation of the CMR consignment note or consignment note.

5) The person accepting the order declares that is duly authorized, appointed or entitled by a deputy person to conclude a contract of carriage. If this statement is untrue, the person accepting the order is responsible for any damages incurred as a result of the invalid conclusion of this contract or invalidly agreed contractual conditions on the basis of this proposal. The person pursuant to the preceding sentence simultaneously declares that if the

Carrier, in the name of which it acts, fails to pay the monetary obligation arising from these accepted GTC the responsible person will pay the sender as a guarantor.

6) After acceptance of the transport order, the contract of carriage is considered to have been duly concluded and the Carrier undertakes to perform the ordered carriage for the Sender in accordance with the agreed conditions.

7) If the Carrier has confirmed the draft contract of carriage, but with written objections, additions, restrictions or other changes, this proposal is a rejection of the original proposal and is considered as a new draft of contract of carriage from the Carrier to the Sender.

Only with the unconditional confirmation of the new proposal by the Sender will the transport contract be concluded.

8) The contracting parties are bound by the concluded contract of carriage and are not entitled to cancel it unilaterally unless the contract of carriage, the Sender's GTC or a generally binding legal regulation provide otherwise. Any changes or additions to the concluded contract of carriage may be performed only and exclusively in writing, in a form of numbered amendments, signed by the Sender and the Carrier.

9) The proof of the conclusion of the contract of carriage is the consignment note, resp. CMR consignment note.

The consignment note is made out in three original copies, which must contain the stamp and signature of both, the Sender and the Carrier. One copy of the consignment note is for the Sender, one for the Carrier and one accompanies the consignment during transport. In the event of the missing consignment note, its deficiencies or disposal, this does not affect the existence or validity of the concluded contract of carriage.

10) If the transported consignment needs to be loaded on several vehicles, or if there are different types or separate parts of the consignment, the Shipper or the Carrier has the right to request the issuance of as many consignment notes as the number of required vehicles or number of types alternatively separate parts of the consignment are to be to load.

### **Article III - Rights and obligations of the Contracting Parties**

- 1) The carrier is obliged to perform its activities according to the agreed conditions, with professional care and quality. Within the framework of these obligations, the Carrier is obliged, in particular, to take proper care of the entrusted consignment as well as of the things it has taken over in connection with the consignment (such as documents relating to the consignment, etc.).
- 2) The Carrier is obliged to follow the instructions of the Sender when performing the transport. If the Carrier has not received the necessary instructions from the Sender, they is obliged to request their addition. If there is a risk of delay, the Carrier is obliged to continue the transport without these instructions so that the interests of the Sender are protected as much as possible.
- 3) The carrier is obliged to participate in loading and unloading, while being responsible for their proper implementation. During loading, he is obliged to check whether the consignment note, resp. the CMR consignment note contains all the required data. The carrier is obliged to have the consignment note confirmed during loading, resp. CMR consignment note (for international transport) or a record of the operation of a freight vehicle (record of vehicle performance) or another transport document. Furthermore, the Carrier is obliged to check mainly the quantity and weight of the consignment, the marking of the consignment, as well as the integrity of the package of the consignment, the apparent condition of the consignment during loading and the method of its storage on the vehicle. The carrier is also obliged to check all accompanying documents related to the shipment (such as delivery note, pallet tickets for the exchange of pallets, etc.) and the data entered in them. The carrier is obliged to ensure the conformity of the data contained in these accompanying

documents relating to the transported consignment with the actual condition of the loaded, resp. transported consignment (its quantity, actual weight, etc.) and, at the same time, is obliged to ensure compliance with the actual condition of the loaded, respectively, of the transported consignment (its quantity, weight, marking, etc.) with the data of the consignment stated in the contract of carriage, resp. accepted order.

In case of finding any discrepancy between the actual condition of the loaded, resp. transported consignment and the data stated in the accompanying documents binding to the transported consignment, or in the contract of carriage, resp. accepted order, the Carrier is always obliged to immediately notify the Sender of the detected discrepancies (notification obligation) and, at the same time, to request instructions from the Sender about the next steps.

The Carrier may not leave the loading place before receiving instructions from the Sender for further action. In the event that the Carrier does not agree with the instructions of the Sender, the Carrier is always obliged to transport the consignment as agreed in the contract of carriage and in other cases the Carrier is obliged to follow the instructions given by the Sender. If the Carrier fails to fulfill the notification obligation in the sense of this point and due to the detected discrepancy between the actual condition of the loaded, resp. of the transported consignment and the data contained in the accompanying documents relating to the transported consignment or in the contract of carriage, resp. the accepted order does not carry out the transport of the entire consignment as it is handed over to him at loading, the Carrier is obliged to pay the Sender a contractual penalty in the amount of the agreed price of transport. If the Carrier fails to comply with the notification obligation pursuant to this paragraph and carries out the shipment as it was handed over to him at the loading, he shall do so at his own risk, any damage or additional costs are borne solely by the Carrier. In the event that the Carrier performs the loading of the transported consignment in a quantity or weight less than specified in the contract of carriage, resp. in the accepted order, the Sender is entitled to provide replacement transport of that part of the

consignment which was not loaded by the Carrier in accordance with the contract of carriage, respectively, the accepted order, alone or by a third party. The Sender is entitled to bill the Carrier for the actual costs incurred by the Sender in providing replacement transport due to the unloaded part of the shipment. This does not affect the Sender's right to a contractual penalty due to failure of the notification obligation in accordance with this point, nor any sender's claims in the event of loss of the shipment or exceeding the delivery time.

4) The Carrier is obliged to notify the Customer (ie the person for whom the Sender ensures the transport of the consignment through the Carrier by a contract of carriage - hereinafter referred to as the "Customer") of the unsuitability of storing the consignment on the vehicle. If the customer does not transfer the shipment, the Carrier is obliged to immediately inform the Sender and make a written reservation in the consignment note, resp. CMR consignment note. During loading, the carrier is obliged to have the necessary securing materials required to secure the load (anti-slip pads, protective corners, a sufficient number of loading straps, etc.) on the vehicle and to fasten the transported cargo in accordance with applicable safety regulations. The carrier is obliged to secure the shipment so that it is not damaged or lost.

5) The carrier is obliged to inform the Sender about the vehicle arrival at the loading place. After the loading, the Carrier is obliged to inform the Sender about the actual weight of the transported consignment loaded. The carrier is responsible for the proper implementation of the loading.

6) In the event of an accident or detention of the Carrier's vehicle or other obstacles preventing the proper performance of the transport, resp. completion of the transport by the agreed vehicle, the Carrier is obliged to provide supplementary vehicle of similar dimension. In the event of the failure of this obligation, all costs incurred by the Sender associated with the securing of another vehicle will be charged to the Carrier and the Carrier is obliged to reimburse the costs incurred to the Sender in full. At the same time, the carrier is obliged to

pay a contractual penalty in the amount of 1/10 of the total agreed price of transport for breach of any of the above obligations.

7) The carrier is obliged to carry out all activities under the contract of carriage solely.

Authorization or use of a third party for this purpose, with the exception of the Carrier's employees fulfilling their obligations arising from the employment relationship, is not permitted without the prior written consent of the Sender. In the event of a breach of this obligation, the Carrier is obliged to pay a contractual penalty in the amount of the agreed price of transport for each individual breach. If the Carrier perform the transport through another carrier, it shall not be released from liability for damage or loss of shipment.

8) Without the prior written consent of the Sender, the Carrier is not entitled to use the shipment or allow its use to a third party. No other cargo may be transported together with the transported consignment without the prior written consent of the Sender and the consignment may not be relocated resp. unloaded or documented on another vehicle. In the event of a breach of any of the above prohibitions, the Contracting Parties have agreed on a contractual penalty in the amount of EUR 500 for each individual breach.

9) The Carrier is obliged to immediately inform the Sender about the danger of damage, the risk of delay in transport, as well as other circumstances affecting the proper performance of the contract of carriage by the Carrier. In the event of damage, the Carrier is obliged to

take the necessary action and the required professional care so that the damage is as small as possible and immediately inform the Sender. The Carrier is further obliged to inform the Sender about the loading, customs clearance and unloading of the consignment. After unloading the shipment, the Carrier is obliged to notify the Sender of this fact within one hour of its completion. If any problems related to the unloading of the shipment arise, the Carrier is obliged to inform the Sender immediately. Furthermore, the Carrier is obliged, at the request of the Sender, to fully and truthfully provide the Sender with information on the performance of the contract, in particular on where the consignment is currently located. If the contact persons of the Sender (the so-called dispatcher) are listed in the header of the contract of carriage, the Carrier is obliged to provide the information pursuant to this paragraph to the Sender through the stated contact persons (also by telephone). In the event that the Sender is in danger of any damage, the Carrier is obliged, at the request of the Sender, to immediately provide telephone contact to the driver who performs the transport for the Carrier. In the event of a breach of any of the above obligations, the Carrier is obliged to pay a contractual penalty in the amount of EUR 200.00 for each individual breach.

10) During the entire transport, the carrier is obliged to park exclusively in secure guarded carparks reserved for this purpose. The Carrier is obliged to compensate the Shipper in full for the damage caused by the shipment as a result of the Carrier's breach of this obligation.

11) In the event of the Carrier's delay in taking over (loading) the consignment at the designated place and / or delivering (unloading) the consignment to the designated place by more than 2 hours within the agreed time in the Sender's accepted order, the Carrier is obliged to pay a contractual penalty of EUR 50 per every additional hour of delay Carrier.

12) In the event that the vehicle is not delivered for loading or the transport is canceled by the Carrier within 24 hours before the intended loading, the Sender is entitled to charge a contractual penalty in the amount of the agreed price of transport.

13) The carrier declares that at the time of concluding the contract of carriage has valid insurance for the case of its liability for damage caused during the performance of the contract of carriage, and that the insurance value in the case of transport by vehicle with a total weight of up to 3.5 tons is at least 33,000 EUR. , in the case of transport by vehicle with a total weight of up to 7.5 tons is at least in the amount of 75,000 EUR and in the case of transport by vehicle with a total weight of 40 tons is at least in the amount of 150,000 EUR and at the

same time the insurance value of the Carrier's valid insurance is always at least in the amount of the actual value of the transported consignment during the given transport.

The Sender shall notify the Carrier of the value of the transported consignment. If the value of the transported consignment is not notified to the Carrier by the day preceding the day of the transport, the Carrier is obliged to request from the Sender information about the value of the consignment to be transported. If the Carrier fails to fulfill its obligation under the previous sentence, it is valid that he was duly acquainted with the value of the shipment and that at the time of concluding the contract of carriage the Carrier has valid insurance in case of liability for damage incurred during performance of the contract of carriage the first sentence of this provision of the Sender's GTC. The carrier further declares that the validity and effectiveness of the insurance contracts will not end before the date of termination of this transport agreed in this contract. The Carrier is obliged, at the request of the Sender, to send the Sender a copy of the insurance contract via email. The carrier is responsible for the validity of all necessary permits for carriage, as well as other necessary documents required for carriage. In case of breach of any of the above obligations, the Carrier is obliged to pay a contractual penalty in the amount of 1000, - EUR for each individual breach and in case of non-compliance with the minimum amount of insurance coverage agreed in this point, a contractual penalty in the amount of the difference between to which the Carrier has committed and the amount of real insurance coverage for which it has a valid insurance contract. In the event of damage to the shipment, this damage will be liquidated preferentially from the Carrier's insurance, in the full amount in which the damage actually occurred, even beyond the limit of liability for damage set by the CMR Convention.

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

15) The carrier is responsible for the satisfactory technical condition of the vehicle, including the loading area and undamaged tarpaulin, as well as for the mandatory equipment of the vehicle crew and its use (safety helmet, goggles, work gloves, work shoes). The carrier is also responsible for ensuring that the transport is carried out only by persons with the necessary professional competence. In the event of a breach of any of the above obligations, the Carrier is obliged to pay a contractual penalty in the amount of EUR 200 for each individual breach.

16) The Carrier undertakes not to contact the Sender's customer beyond the obligations arising from this contract of carriage, only if this contact of the transport provider with the customer would be justified by an already existing contractual relationship. The Carrier undertakes not to conclude a contract of carriage with the Shipper's customer (ie the Shipper, the consignee or the owner of the consignment) within one year from the date of the carriage according to the contract of carriage concluded between the Carrier and the Shipper. The Carrier undertakes to protect the interests of the Shipper as well as all parties involved in the transport and to maintain trade secrets. For breach of the above obligations in this paragraph, the Carrier will be imposed a contractual penalty in the amount of four times the freight agreed in the contract of carriage.

17) In the event that the contractual penalty is quantified and claimed by the Carrier, the Shipper's right to any insurance indemnity remains unaffected. The exercise of the right to any agreed contractual penalty in this contract does not affect the Sender's right to demand compensation for damages that exceeds the amount of the calculated contractual penalty.

18) In the event of a breach of any of the Carrier's obligations, which is secured by a contractual penalty in accordance with the contract of carriage, and thus also the Sender's GTC, the Sender is entitled to claim only damages against the Carrier, without simultaneous

application of the contractual penalty. Possibility to choose whether the Shipper will claim against the Carrier the payment of a contractual penalty in accordance with Article III. Point 18 of these GTC of the Sender or the right to compensation for damages belongs exclusively to the Sender.

19) Contractual fine, resp. compensation for damage is payable on the day following the day of its application to the other party. The contractual penalty, resp. damages must be claimed in writing so that it is clear from the claim what the contracting party is pursuing. The written form is considered to be complied with even if the act is performed in electronic form. Contractual fine, resp. compensation for damage shall be deemed to have been claimed on the day following the day on which the contracting party against whom the claim is directed had the opportunity to apply a contractual penalty, resp. compensation for damage.

20) The agreed price of transport also includes waiting for loading or unloading for up to 24 hours. The carrier is not entitled to demand compensation for the calculated damage for waiting more than one tenth of the price for the agreed transport.

21) The Sender is entitled to cancel the order to perform the transport no later than 12 hours before the intended loading of the shipment, without any sanctions by the Carrier. In the event of cancellation of the transport order by the Sender less than 12 hours before the intended loading, the Sender is obliged to pay compensation to the Carrier in the amount of no more than one-fifth of the price for the agreed transport. The carrier is not entitled to demand compensation for the calculated damage for the canceled transport in excess of one-fifth of the price for the agreed transport.

22) The carrier is not entitled to demand payment of quantified compensation for damage, the claim of which arises from a breach of the obligation arising from this concluded contract of carriage, in the amount of more than one-fifth of the price for the agreed carriage. The carrier is not entitled to demand compensation for the calculated damage in excess of one-fifth of the price for the agreed transport, even in the case of the accumulation of several claims arising from this contract.

23) The Carrier is obliged to submit to the Sender all documents proving the performance of the transport, no later than 7 days from the delivery of the consignment to the consignee, or from the end of the transport. These documents are in particular: consignment note or CMR consignment note, record of the operation of the freight vehicle (record of vehicle performance), delivery notes for the consignment, pallet tickets, copies of forwarding fees, weighing list, or other proof of delivery intact status to the recipient. In the case of transport of a consignment under customs supervision, the Carrier is obliged to deliver to the Sender also copies of customs documents, or CMR consignment note, certified by the competent customs authority.

24) The Shipper is obliged to pay the Carrier the agreed price of the freight. The agreed price of transport includes all ancillary charges, the payment of which is necessary for the proper performance of the transport.

25) The Carrier's invoice for the performed transport is due within 60 days from the date of its receipt by the Sender.

26) The carrier will send the invoice together with the original consignment note or CMR consignment note to the address: Portador Global Spedition s.r.o., Stará cesta 6, Spišská Nová Ves 05201, Slovak Republic.

27) In the event that any reservation is stated in the consignment note or CMR consignment note (or other document confirming the implementation of the transport), the due date of the transport fee is postponed until the complaint of the reservation by the authorized person is resolved.

28) In the event that the Carrier's invoice for the performed transport or any of the documents according to point 25 of this article of the Sender's GTC will contain errors in writing, calculation or other obvious inaccuracies or erroneous data, or incorrect or incomplete documents will be submitted by the Carrier, the Sender is entitled to charge the Carrier for each such incorrect or erroneous document administrative costs in

the amount of EUR 10, - a lump sum for each erroneous, incorrect or incomplete document and the Carrier is obliged to pay the charged administrative costs.

29) The Contracting Parties have agreed that the Carrier has no right of retention or lien on the shipment, even for the purpose of securing the Carrier's claim against the Shipper from the contract of carriage. The carrier is always obliged to deliver the shipment to the consignee. The retention right and lien do not belong to the Carrier.

30) The Carrier is obliged to comply with the minimum wage of a driver who, as an employee of the Carrier, carries out transport in accordance with the law on the minimum wage in force in the Federal Republic of Germany (Gesetz zur Regelung eines allgemeinen Mindestlohns (Mindestlohngesetz - MiLoG) ('the MiLoG minimum wage law') and in accordance with the law on the minimum wage in force in the French Republic (Loi Macron) ('the Loi Macron minimum wage law'). The carrier is also obliged to fulfill all its notification obligations and obligations in the field of creating and providing relevant documentation towards the competent authorities of the Federal Republic of Germany, as well as all other obligations arising from the valid wording of the MiLoG Minimum Wage Act. Likewise, the Carrier is obliged to fulfill all its obligations arising from the applicable Loi Macron Minimum Wage Act in a proper and timely manner, insofar as its scope is given. The carrier declares that it is familiar with the currently valid and effective version of the law on the minimum wage and MiLoG Minimum Wage Act Loi Macron and undertakes to comply with them. The Carrier is obliged to sufficiently prove the fulfillment of the stated obligations in accordance with this point of the Sender's GTC at any time at the request of the Sender. In the event that any sanction or liability for damage is imposed by breach of the Carrier's obligations under this point of the Sender's GTC, the Carrier shall be solely responsible for it and the Carrier is obliged to pay the imposed sanction or compensation in full. In the event of the occurrence or assertion of any third party claims against the Sender, arising from a breach of the MiLoG Minimum Wage Act or the Loi Macron Minimum Wage Act by the Carrier, the Carrier is obliged to satisfy these third party claims in full. The Carrier also has this obligation expressly against the claims of social insurance bodies, financial authorities as well as other bodies competent to control compliance with the laws in question. In the event that the Carrier performs the transport through a third party, another carrier (see Article III point 8 of these GTC of the Sender), the carrier is obliged to ensure and verify that this person properly and timely fulfills all its obligations under the Minimum Wage Act MiLoG and obligations under the Loi Macron Minimum Wage Act in cases where their scope is given. If this third party fails to comply with any of its obligations under the MiLoG Minimum Wage Act or the Loi Macron Minimum Wage Act, the Carrier shall be liable for any damage or penalties imposed for such breach. The carrier is obliged to compensate in full any damage or imposed sanctions. By using a third party to perform the transport, the Carrier does not release itself from any liability and obligations arising from the provisions of this point of the Sender's GTC. The Contracting Parties have agreed that in the event of a breach of any of the obligations set out in this point of the Sender's GTC, the Sender is entitled to charge the Carrier a contractual penalty in the amount of EUR 200 for each individual breach.

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

#### Article IV - Final provisions

- 1) The Carrier has no right to assign its claims against the Shipper from the contract of carriage to a third party.
- 2) Any disputes arising between the Carrier and the Shipper from the concluded contract of carriage, the Contracting Parties shall try to resolve them primarily by out-of-court means.
- 3) All legal relations established between the Contracting Parties, arising on the basis of the contract of carriage, including relations related to the concluded contract of carriage, are always governed by the laws of the Slovak Republic and international agreements, which take precedence over the laws of the Slovak Republic. The applicable law is always Slovak.
- 4) The Contracting Parties agree and declare that all disputes arising out of or in connection with legal relations arising out of or relating to this Contract of Carriage, including all ancillary legal relationships, claims for unjust enrichment, claims for damages, disputes concerning validity, interpretation, termination of this Contract, will be resolved before the competent general court in the Slovak Republic. In the event that according to Act no. 97/1963 Coll. on private and procedural international law, as amended, pursuant to Council Regulation (EC) No. 44/2001 on jurisdiction and recognition and enforcement of judgments in civil and commercial matters or under another legal norm, law or international agreement governing the jurisdiction of courts in disputes with a foreign element, the competent court was not the court of the Slovak Republic, the competent court will be the District Court Spišská Nová Ves, Slovak republic.
- 5) These GTC of the Sender are prepared in Slovak and English, with the proviso that both language versions are legally equivalent. In case of ambiguity or conflicting interpretation of the provisions of these GTC of the Sender in Slovak and English, the business-obligation relations between the Sender and the Carrier are governed by the version of the GTC of the Sender in the Slovak language.
- 6) These updated GTC of the Sender are valid from 1.1.2021. All changes and amendments to these Sender's GTC are valid on the day of their publication and making available on the Sender's website.