

## GENERAL TERMS AND CONDITIONS OF THE FORWARDER

M&M works s.r.o., with registered office at Šarišské Lužianky 20, 082 32 Kojatice, Slovak Republic, company ID No. (IČO): 53 976 401

### Article I - Basic Provisions

(1) These general terms and conditions of the forwarder (hereinafter referred to as "Forwarder's GTC") are issued by M&M works s.r.o. to set out the rights and obligations of the parties to a freight forwarding contract (hereinafter referred to as "Freight Forwarding Contract"), concluded by and between M&M works s.r.o., with registered office at Šarišské Lužianky 20, 082 32 Kojatice, Slovak Republic, company ID No. (IČO): 53 976 401, registered in the Business Register of the Prešov I District Court, in Section Sro, File No. 42653/P (hereinafter referred to as the "Forwarder") and a natural person, legal entity and other subjects of law - entrepreneurs (hereinafter referred to as the "Principal"). In concluding and implementing a Freight Forwarding Contract, the Principal acts within his own business activities. The subject matter of the Freight Forwarding Contract is the regulation of mutual rights and obligations of the Parties, arising out of the provision of a transport of goods.

(2) Carriage of goods by sea means either national carriage of goods by sea or international carriage of goods by sea. National carriage of goods by sea means the carriage of goods by sea, where the port of loading and the presumed port of discharge (hereinafter only the "Place of Designation") are located in the same State. International carriage of goods by sea means the carriage of goods by sea, where the port of loading and the presumed port of discharge (Place of Designation) are located in two different States.

(3) By a Freight Forwarding Contract, the Forwarder undertakes, towards the Principal, to provide the transport of goods from certain place (place of designation) to another place (place of designation), and the Principal undertakes to pay the contractual price.

(4) These Forwarder's GTC are an integral part of the Freight Forwarding Contract concluded between the Forwarder and the Principal (hereinafter referred to as "Parties"). Any different provisions of the Freight Forwarding Contract shall take precedence over the provisions of these Forwarder's GTC. Any derogations from these Forwarder's GTC shall only be valid if agreed by the Parties in writing.

(5) The legal relations established by the Freight Forwarding Contract shall be governed by Act No. 513/1991 Commercial Code as amended (hereinafter referred to as "CC"), in particular by Part XIII, Freight Forwarding Contract, by the wording of other legal regulations of the Slovak Republic and the Forwarder's GTC, as well as by the General Terms and Conditions of the Association of Logistics and Freight Forwarding of the Slovak Republic. In case of discrepancy between the provisions of the General Terms and Conditions of the Association of Logistics and Freight Forwarding of the Slovak Republic and the Forwarder's GTC, the provisions of these Forwarder's GTC shall prevail over the provisions of the General Terms and Conditions of the Association of Logistics and Freight Forwarding of the Slovak Republic.

(6) The Principal shall be obliged to read the Forwarder's GTC prior to concluding a Freight Forwarding Contract. These Forwarder's GTC apply to all contracting relations between the Principal and the Forwarder related to the provision of carriage of goods from the moment of concluding a Freight Forwarding Contract until the fulfilment of all obligations arising out for the Parties or otherwise related to the conclusion of the Freight Forwarding Contract. By concluding a Freight Forwarding Contract, the Principal shall be bound by these Forwarder's GTC and he accepts them. Consent to these Forwarder's GTC may also be expressed by other means, in particular through electronic communication between the Parties.

(7) Upon accepting these Forwarder's GTC, all future legal relations between the Parties shall be governed by these Forwarder's GTC until either Party notifies the other Party in writing that it no longer wishes to be bound by the Forwarder's GTC. The effects of the notification shall start on the day of delivery of the written notification.

(8) The Principal's general terms and conditions shall only apply if the Forwarder expressly accepts in writing in the Freight Forwarding Contract that the Principal's general terms and conditions take precedence over the Forwarder's GTC. Otherwise these Forwarder's GTC shall take precedence over the Principal's general terms and conditions.

(9) The Forwarder shall be entitled to update or amend the Forwarder's GTC from time to time. Such changes, amendments or full wording of updated Forwarder's GTC shall be issued by the Forwarder in writing and published on his website by appropriate means.

(10) Should any of the provisions of the Forwarder's GTC or of the Freight Forwarding Contract, which forms an integral part of purchase orders, be invalid, it shall be without prejudice to the remaining provisions. The Parties shall replace such an invalid provision of the Forwarder's GTC or of the Freight Forwarding Contract with a new provision that will correspond as far as possible to the intention of the Parties on which they agreed when concluding the Freight Forwarding Contract.

(11) If these Shipper's GTC require for certain acts to be executed in the written form, it shall also include the electronic means.

(12) The Parties have expressly agreed that the carriage to be provided to the Principal by the Forwarder under the Freight Forwarding Contract may also be performed by the Forwarder himself. In such a case, the contractual obligations of the Parties towards each other shall be assessed as contractual obligations under a contract for the carriage of goods (hereinafter referred to as "Contract of Carriage"), under which the Principal shall be the shipper and the Forwarder shall be the Carrier. In such a case, the relationships between the Principal as the shipper and the Forwarder as the Carrier shall be governed by the United Nations Convention on the Carriage of Goods by Sea, 1978 (hereinafter referred to as the "Hamburg Rules"), the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading, 1924 as amended by the Brussels Protocols of 1968 and 1979 (hereinafter referred to as the "Hague-Visby Rules") and the United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea (hereinafter referred to as the "Rotterdam Rules") and these Shipper's GTC, and, alternatively, by Act No. 513/1991 Commercial Code as amended (hereinafter referred to as "CC") and, adequately, by these Forwarder's GTC, where, for the purpose of the application of these

Forwarder's GTC, the Principal shall be the shipper and the Forwarder shall be the carrier and the Freight Forwarding Contract shall be the Contract of Carriage. If the provisions of the above international conventions may not be applied to the legal relations established by the Contract of Carriage, the relations shall be governed by the provisions of the Commercial Code and other legal regulations of the Slovak Republic and, adequately, by these Forwarder's GTC.

## **Article II - Ordering Carriage by Sea and Concluding a Contract of Carriage by Sea**

(1) The Parties shall conclude a Freight Forwarding Contract based on the Principal's purchase order and the Forwarder's acceptance thereof.

(2) Purchase order means a unilateral legal act of the Principal towards the Forwarder with the objective to provide carriage by sea by the Forwarder. An accepted purchase order shall constitute a draft contract.

(3) The Principal shall deliver a Purchase Order to the Forwarder in writing, by electronic means, and the Purchase Order shall contain the following data: (a) the Shipper's identification data: business name, registered office, company ID No., tax ID No., bank connection, person authorised to negotiate in the matters concerning the carriage by sea; (b) the specification of the consignment the carriage of which is to be provided by the Forwarder (specification means the designation of the type, size, weight, quantity, type of packaging or any special marking thereof); (c) the specification of the port of loading; (d) the date on which the loading shall be performed; (e) the specification of the port of discharge; (f) the date on which the discharge shall be performed; (g) the price of the carriage by sea; (h) special requirements of the Principal relating to the carriage, if any.

(4) The draft contract ("Purchase Order") shall be deemed to be properly accepted unless the Forwarder rejects the draft contract by 4 hours within the business hours after delivery thereof by electronic means, or if he confirms the Purchase Order in writing; alternatively, he can also confirm the bill of lading.

(5) The person accepting the Purchase Order declares that he/she is properly authorised or appointed by an authorised person to conclude a Contract of Carriage by Sea. Should the declaration be false, the person accepting the Purchase Order shall be liable for any damage incurred due to such invalid conclusion of the contract or such invalidly agreed contracting terms based on the draft proposal. The person under the previous sentence further declares that, should the Principal, on behalf of whom he/she acts, not pay the liability arising out of such accepted Forwarder's GTC, he/she shall pay the liability as the guarantor.

(6) Upon accepting a Purchase Order for carriage (the provision thereof), a Freight Forwarding Contract shall be deemed to be properly concluded and the Forwarder undertakes to perform for the Principal the ordered carriage by sea as agreed.

(7) If the Principal confirms a draft Freight Forwarding Contract which is an integral part of a Purchase Order with certain written reservations, amendments, restrictions or other changes, such draft proposal shall be deemed to be a rejection of the original draft proposal

and it shall constitute a new draft Contract of Carriage directed from the Principal to the Forwarder. A Contract of Carriage shall be concluded upon an unconditional confirmation of the new draft proposal by the Forwarder.

(8) Upon accepting a Purchase Order, the Forwarder shall be entitled to request from the Principal an advance payment of up to 30% of the agreed price of carriage if the Principal's registered office is outside the EU. The Forwarder shall promptly confirm the receipt of the advance payment and issue the respective tax documents or other documents (e.g. a proforma invoice).

(9) The Forwarder shall be entitled to request that the Principal issue a written forwarding order for the provision of carriage within 12 hours after the receipt of the Forwarder's request under this paragraph of the Forwarder's GTC if the Freight Forwarding Contract lacks a written form.

(10) The Forwarder shall provide the ordered carriage by concluding any and all necessary agreements with carriers or intermediate shippers. The Forwarder shall be entitled to organize the carriage of goods upon his own choice, including his own choice of the method of carriage and of the carrier.

(11) The Parties shall be bound by the concluded Freight Forwarding Contract and they shall not be entitled to cancel the contract unilaterally unless these Forwarder's GTC or effective legislation provide otherwise.

(12) The Forwarder shall provide the ordered carriage by concluding any and all necessary agreements with carriers or intermediate shippers.

(13) A bill of lading shall be deemed to be a proof of concluding a Contract of Carriage by Sea. When the Carrier takes over the goods in his charge, the Carrier shall, on demand of the Shipper, issue a bill of lading.

(14) The bill of lading must include, inter alia, the following particulars: (a) the general nature of the goods, the leading marks necessary for identification of the goods, an express statement, if applicable, as to the dangerous character of the goods, the number of packages or pieces, and the weight of the goods or their quantity otherwise expressed, all such particulars as furnished by the Shipper; (b) the apparent condition of the goods; (c) the name and principal place of business of the Carrier; (d) the name of the Shipper; (e) the consignee if named by the Shipper; (f) the port of loading under the Contract of Carriage by Sea and the date on which the goods were taken over by the Carrier at the port of loading; (g) the port of discharge under the Contract of Carriage by Sea; (h) the number of originals of the bill of lading, if more than one; (i) the place of issuance of the bill of lading; (j) the signature of the Carrier or a person acting on his behalf; (k) the freight to the extent payable by the consignee or other indication that freight is payable by him; (l) the statement that the carriage of goods by sea shall be governed by the provisions of the Hamburg Rules; (m) the statement that the goods shall or may be carried on deck; (n) the date or the period of delivery of the goods at the port of discharge if expressly agreed upon between the Parties; and (o) any increased limit or limits of liability where agreed. If agreed upon between the Parties in accordance with Art. 6(4) of the Hamburg Rules.

(15) A bill of lading shall be issued in three original copies, which must include the stamps and signatures of the Shipper and Carrier. Any defects to the bill of lading shall be without prejudice to the existence or validity of the concluded Contract of Carriage by Sea.

(16) In the case of different types or separate parts of a consignment, the Principal or the Forwarder may request as many bills of lading as many types or separate parts of the consignment are to be loaded.

(17) The Principal shall be obliged to complete the bill of lading himself, or, where such obligation arises to another party, in cooperation with the party. The Principal shall be responsible for the correctness of the data present in the bill of lading, also if the respective data are entered into the bill of lading, at the Principal's request, by the carrier performing the carriage provided by the Forwarder.

### **Article III - Rights and Obligations of the Parties**

(1) The Principal shall be obliged to fill in all required data in the bill of lading. The Principal shall be further obliged to properly specify the quantity and the weight of the consignment as well as the designation of the consignment. The Principal shall be obliged to provide a suitable packaging for the carried consignment and to secure it appropriately, and to provide a safe storage of the goods. Should the carriage based on a Freight Forwarding Contract be provided to a customer of the Principal's, the Principal shall be obliged to instruct the customer (i.e. the person for whom the Principal procures the carriage of goods through the Forwarder (hereinafter referred to as the "Customer")); if the carriage is provided directly for the Principal, the Principal and the Customer is the same party) about the safe storage of goods on a vessel. Hence, the Principal undertakes to provide a proper, safe and timely performance of the loading, clearance and discharge of the consignment. The Principal shall be obliged, in case of breach of this obligation, to pay the Forwarder a contractual penalty for demurrage in an amount of €100 for each commenced hour of delay caused by the breach of the obligation. The Principal shall be obliged to pay the Forwarder a contractual penalty of €3 for each extra kilometre which the carrier performing the carriage provided by the Forwarder passed due to the Principal's non-fulfilment of the designated place of loading, clearance or discharge of the consignment.

(2) If the Forwarder finds, during loading, through the carrier present in the loading that the respective consignment does not fulfil the conditions related to packing and/or making of goods, he shall be entitled to refuse to provide the carriage. If the Principal confirms the Forwarder's reservation in respect of packing and/or marking of the consignment specified in the bill of lading, the loading shall be performed properly.

(3) The Forwarder shall not examine through the carrier performing the provided carriage whether the nature of the consignment requires any packaging or if the packaging used is suitable. The Principal shall be liable for any and all damages incurred by defective or insufficient packaging during the carriage to persons, to the means of operation or any other consignments, as well as for any and all costs incurred for this reason.

(4) The Principal shall be obliged to provide that the properties of the consignment correspond to those agreed in the respective Freight Forwarding Contract or accepted Purchase Order. Should the Forwarder find, during loading, that the consignment subject to the carriage does not meet the aspects specified in the respective Freight Forwarding Contract or accepted Purchase Order, e.g. that the size of the consignment is larger than that specified in the contract or Purchase Order, that the type or the quantity of the consignment differs etc., the Forwarder shall be entitled to refuse to provide the carriage of such consignment. Or, the Forwarder may provide the carriage of the agreed quantity. Costs related to the loading, delayed loading (demurrage of €100 for each commenced hour of delay) or any other costs incurred by the Forwarder due to the breach of this obligation shall be paid by the Principal to the Forwarder.

(5) The Forwarder shall be entitled to unilaterally refuse the provision of carriage of the below specified goods (the right not to take over goods for carriage): (a) goods the carriage, storage, ownership or possessing of which is prohibited in Slovakia, in transition countries or in the country of destination; (b) cash on delivery (COD) consignments; (c) pornographic materials; (d) blood, blood plasma, blood samples; (e) living animals and organisms; (f) consignments which, with regard to their properties, are not designated for standard carriage of goods and must be transported separately, or which require a special transport permit, approval of national authorities or special accompaniment or protection.

(6) The carriage of the following goods may only be provided on the basis of a special written consent of the Forwarder: (a) items and substances of an extraordinarily high value, i.e. value exceeding USD 1,000 per kg; (b) antiques, works of art, jewellery, items of historical value, collections; (c) gold, silver, precious metals, pearls and precious stones, jewellery, valid domestic and foreign banknotes and coins, cheque books, payment cards, valuables (e.g. postage stamps, duty stamps, meal vouchers) and securities; (d) plants; (e) human and animal remains; (f) perishable goods, dairy products, meat and meat products, distillates; (g) tobacco products, cigarettes, cigars; (h) microchips, computer chips, microprocessors, CPU, semiconductors, mobile phones, MP3 players etc.; (i) medical supplies, medicinal products; (j) military materials: arms, ammunition, explosives, missiles, bombs, grenades and combat transport vehicles; (k) items and substances easily susceptible to damage, even if the instructions for special handling of consignments are followed, e.g. alcohol and other expensive liquids in glass bottles etc.; (l) chemical substances, dangerous goods transported under ADR / RID / IATA–DGR / IMDG Code / ADN; (m) personal belongings and personal property; (n) used or damaged machines and equipment. Dangerous goods under ADR / RID / IATA–DGR / IMDG Code / ADN shall be properly labelled and declared, and the Principal shall be obliged to provide the Forwarder with any and all information necessary under the international treaties applicable to the respective type of carriage. Should the Principal fail to label and declare the goods properly, the Forwarder or a person authorised by him, or the carrier assigned to the carriage, shall be entitled to refuse to take over the goods for transport.

(7) The Forwarder shall be entitled to check the weight of the consignment at any time through the carrier performing the provided carriage, in particular if in doubt relating to the correctness of the data from the Principal. The result of the check shall be noted in the accompanying documents to the transported goods. Costs related to checking the weight of the consignment shall be borne by the Principal if he requested the weight check in the

respective Freight Forwarding Contract, or if the weight measured by weighting the consignment differs from that specified by the Principal by more than 3%. If the weight check was requested by the consignee, the consignee shall be obliged to pay the costs related to measuring the weight of the consignment. If the weight check shows that the weight of the consignment exceeds the weight specified by the Principal, the Principal shall be liable to pay the Forwarder a contractual penalty of 10% of the agreed price for the provision of the carriage for each 10% exceeding the weight declared by the Principal in the Freight Forwarding Contract.

(8) If the Principal exceeds, without the Forwarder's knowledge, in loading the consignment, the maximum permissible weight of the consignment, the Principal shall reimburse the Forwarder in full for any and all sanctions charged to the Forwarder in connection with such exceeded weight.

(9) Loading shall be, in general, provided by the Principal, and the discharge by the consignee unless the Principal and the Forwarder expressly agree otherwise. The carrier performing the provided carriage shall perform the loading or discharge of the consignment only if the Parties expressly agree so in the respective Freight Forwarding Contract for an agreed extra charge.

(10) The Customer or the Principal shall be obliged to have available, in the loading, necessary securing tools to secure the cargo and to fasten the transported cargo in accordance with applicable safety regulations.

(11) The representative of the carrier performing the carriage provided by the Forwarder shall be entitled to take part in the loading and/or to coordinate the storing of the goods on the vessel or in the transported container so as to secure the safety of transport. If the Principal or the Customer ignore the instructions of the carrier's representative, which results in an error in loading, the carrier performing the provided carriage shall be entitled to request reloading or unloading of the cargo or a part of the cargo. Should the Principal or the Customer fail to comply with the carrier's request, the Forwarder shall be entitled to refuse to provide the carriage, or to provide the proper storing or loading of the cargo at the Principal's expense and risk.

(12) The Principal that performs the loading, or the consignee that performs the discharge of the consignment, shall be obliged to prevent any damages incurred to the carrier. Should the Principal, in the loading or at any time during the carriage of the consignment, or the consignee, in the discharge of the consignment, cause damage to the carrier (i.e. by damaging the shipping container etc.), he shall be liable to pay the damages in full.

(13) Should major pollution of the vessel or shipping container occur during the loading, discharge or transport of the consignment, the Principal shall be obliged to provide, at his own expense, the maintenance of the vessel or shipping container. If the Principal fails to meet this obligation, the carrier shall provide the maintenance at the Principal's account.

(14) Reservations relating to the means of loading, discharge or transshipment shall be claimed by the Forwarder towards the Principal, consignee or any other party in writing, by means of electronic mail delivered without undue delay after the carriage.

(15) The Forwarder shall be obliged to perform his activity in line with agreed terms, with expert care and at a high quality level. Within these obligations, the Forwarder shall be, in particular, obliged to care for the entrusted consignment as well as for any things taken over in connection with the consignment (e.g. documents related to the consignment etc.) if he has it with him.

(16) In the provision of carriage by sea, the Forwarder shall be obliged to follow the Principal's instructions. If the Forwarder did not receive from the Principal necessary instructions, he shall be obliged to request such instructions. Should the Forwarder incur costs in connection with requesting or implementing such instructions, he shall be entitled to the repayment thereof in full unless such costs were caused by his fault. In case of risk of delay, the Forwarder shall be obliged to proceed even without such instructions in a way providing the maximum protection of the Principal's interests. In case of any apparent incorrectness of the Principal's instructions, or in case of discrepancy between the instructions and effective legal regulations which the Forwarder is obliged to comply with, the Forwarder shall notify the Principal. If the Principal insists on his instructions that may result in damage, the Forwarder shall be entitled to refuse to provide the carriage by sea and the Principal shall be obliged to reimburse the Forwarder for all costs incurred in this connection. The Forwarder shall be entitled to derogate from the Principal's instructions to protect the Principal's interests at any imminent risk of damage or delay.

(17) The Principal shall not be entitled to charge any extra costs incurred due to unlawful detention of the carrier's vessel, traffic accident or any other obstacle which might prevent the proper performance of the carriage unless such obstacle was caused by the Forwarder or the carrier performing the carriage provided by the Forwarder. The Principal and the Forwarder shall be obliged to provide proper cooperation as may be necessary to properly provide and perform the agreed carriage.

(18) The Forwarder shall be entitled to provide carriage by sea through a third party - intermediate shipper without limitation. Upon the loading of the goods on the vessel, the general terms and conditions of the operating maritime shipping companies start to apply. The Parties have agreed that the provision of Section 584 of the Commercial Code shall not apply to their relationship established by the respective Freight Forwarding Contract.

(19) The Principal shall inform the Forwarder without undue delay if there is a risk of damage or any other circumstances preventing the Forwarder from the proper fulfilment of the Freight Forwarding Contract. In case of damage, the Principal in cooperation with the Forwarder shall be obliged to make any necessary actions and to use expert care to reduce the damage to a minimum, and the Principal shall notify the Forwarder without undue delay of any facts which may influence the amount of the damage.

(20) Should the fulfilment of either Party's obligations under the respective Freight Forwarding Contract be prevented by a Force Majeure event, the time period for the fulfilment of such obligations shall be extended by the period corresponding to the delay caused by the Force Majeure event. The affected Party shall be obliged to resume the fulfilment of the Freight Forwarding Contract immediately upon the termination of the Force Majeure event. In case of Force Majeure, if the Forwarder is able to fulfil his obligations only



with additional costs, such costs shall be paid by the Principal. Such additional costs shall be notified by the Forwarder in advance, and, in such a case, the Principal shall pay the Forwarder any and all costs of the service.

(21) The Principal shall be further obliged to provide true and complete information about the contents and nature of the consignment and about other facts as may be necessary to conclude a contract of carriage by sea, as well as about any known risks which might put in risk the safety of the transported consignment. In case of breach of this obligation, the Principal shall pay a contractual penalty amounting to €200 for each and every breach.

(22) The Principal shall be obliged to perform the loading of the consignment at the time specified in the Purchase Order. If the loading is not performed on time, the Principal shall be in delay. In case of the Principal's delay with loading, the Principal shall be obliged to pay the Forwarder a contractual penalty of €100 for each commenced hour of delay. If the Principal cancels a carriage within a time period shorter than 24 hours prior to the time of loading specified in the Purchase Order, the Principal shall be obliged to pay the Forwarder a contractual penalty in the amount of the agreed price for the provision of carriage by sea.

(23) The Principal undertakes not to contact the third party through which the Forwarder provides the carriage beyond the obligations under the respective Freight Forwarding Contract unless such contact of the carriage provider and the Customer or the Principal is justified by the existing contractual relationship. The Principal undertakes to protect the Forwarder's interests as well as the interests of all parties involved in the carriage, and to keep trade secret. For the breach of the above obligations under this paragraph, the Principal shall pay a contractual penalty amounting to four times the agreed remuneration for the provision of the carriage.

(24) The calculation of a contractual penalty and filing a claim with the Principal shall be without prejudice to the Forwarder's right to insurance indemnity. Claiming any contractual penalty agreed in the Freight Forwarding Contract (and in these Forwarder's GTC) shall be without prejudice to the Forwarder's right to seek damages in respect of any damage above the amount of a claimed contractual penalty.

(25) In case of breach of any of the Principal's obligations under the Freight Forwarding Contract and these Forwarder's GTC subject to a contractual penalty, the Forwarder shall also be entitled to claim only damages, without claiming the applicable contractual penalty. The right to choose whether the Forwarder shall claim towards the Principal damages or contractual penalty in accordance with Art.III

(24), shall be vested in the Forwarder.

(26) The contractual penalty or damages shall be due on the day following the day on which the respective right was claimed with the other Party. The contractual penalty or damages shall be claimed in writing in a way allowing to identify the purpose of the claiming Party. The written form also includes the electronic means. The contractual penalty or damages shall be deemed to be claimed on the day following the day on which the Party in breach might have learnt about the claimed contractual penalty or damages.

(27) The Principal shall not be entitled to request the repayment of calculated damages which may be claimed for the breach of the obligations arising out of the Freight Forwarding Contract in an amount exceeding one fifth of the agreed remuneration for the provision of carriage by sea. The Principal shall not be entitled to request the repayment of calculated damage above the amount of one fifth of the agreed remuneration for the provision of carriage by sea even for more accumulated claims under this contract.

(28) The Forwarder shall be entitled to the payment of the remuneration upon the provision of the carriage by means of concluding all necessary agreements with carriers or intermediate shippers and submitting a report thereof to the Principal.

(29) Besides the agreed remuneration, the Forwarder shall also be entitled to the payment of all necessary and useful costs which the Forwarder incurred for the purpose of fulfilling his obligations. The agreed remuneration shall not include fees for parking during loading, clearance and discharge, nor any taxes, customs duties and other costs that are not directly linked to the carriage, unless the Parties expressly agree otherwise.

(30) To secure his rights arising out of the contract, the Forwarder shall have the lien right to the consignment so long as he has the consignment in possession. The lien right shall be exercised by the Forwarder by detaining an item, also through a third party. The Principal shall be obliged to pay all costs of the care for, and protection of the consignment. If there are more lien rights to the consignment, the Forwarder's lien right shall take precedence over any other lien rights which had occurred before. The Forwarder shall be entitled to store a detained consignment in a third party's warehouse. The Principal shall award the Forwarder his consent to concluding, on the Principal's account, a storage agreement with a third party, the subject matter of which shall be the detained consignment.

(31) The Principal shall pay the agreed remuneration for the provision of carriage on the basis of an invoice issued by the Forwarder and delivered to the Principal by electronic means. The Forwarder's invoice for the provision of carriage shall be issued upon the loading of the goods, and it shall be due within 15 days after the loading unless the Principal and the Forwarder agreed upon a different due date.

(32) Any damages to the consignment during the carriage shall be the liability of the carrier directly. When claiming damages, the Principal may contact directly the carrier; if the Principal claims damages with the Forwarder, the Forwarder shall only intermediate the procedure between the Principal and the carrier on the basis of supporting materials supplied by the Principal. The Forwarder bears no liability for the performance of carriage, nor for any damages incurred during the carriage; such damages shall be the liability of the carrier only.

(33) Complaint periods, time limit for complaint procedures and limitations of liability effective within the international carriage of goods in accordance with international treaties for individual types of transport: Effective warranty provisions Complaint periods - damages apparently unrecognisable in the takeover of consignment Time limit for legal proceeding Limitation of liability Hague-Visby rules 3 days 1 year SDR 666.67 per unit, or SDR 2 per kilogram Hamburg rules 3 days 2 years SDR 835 per unit, or SDR 2.5 per kilogram COGWA 3 days 1 year (applies to Canada) CAD 500 per package or per transport unit COGSA

(applies to USA) 3 days 1 year USD 500 per package or per transport unit SDR Special Drawing Rights – a unit defined by the International Monetary Fund used to calculate carrier's liability for damage in international transport. The Principal declares that he is aware of the above terms and conditions and that he is bound to comply with them on the basis of the concluded contract also in relation to the Forwarder unless these Forwarder's GTC provide otherwise.

(34) The Principal declares that the limitation period for all Forwarder's claims towards the Principal in respect of performed transports shall be extended to 10 years from the time when the limitation period started to run for the first time.

(35) If the Principal and the consignee fail to pay the Forwarder all costs, the Forwarder shall be entitled to detain the goods, also through the carrier performing the carriage, to secure his due receivable towards them. The Forwarder shall notify the Principal and the consignee of such a detention of consignment and of the reasons thereof. The Forwarder shall be in the position of a pledgee. All relationships relating to the lien right shall be governed by effective legal regulations. A lien shall terminate upon the payment of freight or any other sums connected with the carriage of goods, storing and qualified care for the detained consignment.

(36) In case of the destruction, loss, damage or delay of the goods, the Forwarder's liability shall be limited up to the amount of SDR 17 per one kilogram of the weight of the goods. The Forwarder shall be liable up to the above specified amount unless he proves that the amount is higher than the Principal's actual interest in the shipment of the consignment to the place of designation. GTC may also define a higher limitation, where the higher limitation agreed by and between the Parties shall apply.

(37) Neither the Forwarder nor the carrier shall be liable for the destruction, loss of or damage to the goods, provided that the destruction, loss of or damage to the goods results from the natural defect, quality or nature of the goods.

(38) The Principal undertakes not to disclose to any third party not involved in the fulfilment of the Freight Forwarding Contract any information relating to the contents of the Freight Forwarding Contract or the annexes thereto or any other documents or information related to the fulfilment of the terms of the Freight Forwarding Contract. The Principal shall ensure that his employees and contracting partners will also keep confidentiality in accordance with the non-disclosure provision set forth in this paragraph of the Forwarder's GTC. In case of breach of the non-disclosure provision, the Forwarder shall be entitled to charge the Principal a contractual penalty of €1000 for each and every breach.

(39) The Principal shall be obliged to order the Forwarder to insure a consignment, and to specify the type of insurance if such insurance is necessary and agreed in the Freight Forwarding Contract. If the obligation to insure consignment is stipulated in the Freight Forwarding Contract and the Principal fails to specify the type of insurance, the Forwarder shall be entitled to cover the consignment with a standard insurance of consignment, where the policyholder shall be the Forwarder. The Principal undertakes to reimburse the Forwarder for any and all reasonable costs of the consignment insurance. The Forwarder

shall be entitled to set off the insurance indemnity with any and all his due or non-due receivables towards the Principal.

(40) Should the circumstances under which the provided carriage should have been performed change, where such changes allow the performance of the carriage under different terms and conditions, the Forwarder shall be entitled to seek from the Principal adequately increased remuneration.

#### **Article IV - Final Provisions**

(1) The Principal shall not be entitled to assign his rights towards the Contractor under the Freight Forwarding Contract to any third party.

(2) Any disputes arising between the Principal and the Forwarder from a concluded Freight Forwarding Contract shall be settled by the Parties by extrajudicial means.

(3) The Forwarder shall be entitled to unilaterally set off all received fulfilments for the payment of the Principal's liabilities regardless of the fact, which invoice is to be paid by such fulfilment. The Principal hereby grants his consent to such unilateral setoff by the Forwarder also in cases of mutual claims from contractual penalties and damages, without prejudice to the Forwarder's right to withdraw from the Freight Forwarding Contract.

(4) Any and all legal relations between the Parties, arising out of a Contract of Carriage by Sea, including relations associated with a concluded Contract of Carriage by Sea, shall be governed by the Slovak law and international treaties prevailing over the Slovak law. The governing law is the Slovak law.

(5) The Forwarder declares that all personal data of the Principal - natural person, including the members of the Principal's statutory body, his contact persons or any other persons authorised to act on behalf of the Principal, his employees and other persons cooperating with the Principal (as data subjects), whose personal data shall be processed by the Forwarder in connection with the Freight Forwarding Contract, which data the Forwarder obtains in the performance of his activities under this contract, shall be deemed to be strictly confidential and shall be handled in accordance with legal regulations in the field of personal data protection, in particular with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, and Act No. 18/2018 on personal data protection as amended. The controller instructed his employees as well as other persons authorised to handle the personal data of data subjects in accordance with the Regulation and with the act about their obligations, in particular about the obligation to keep confidentiality in respect of such personal data.

(6) The Parties have agreed and represent that any and all disputes arising out of the legal relations based on this contract or associated with this contract, including all ancillary legal relationships, claims for restitution of unjust enrichment, compensation of damages, disputes relating to the effect, interpretation or termination hereof, will be settled:

(a) by procedure as set forth in Section 8(1) of the Act on Arbitration Proceedings (stipulated method of appointing arbitrator). The proceeding will be held in writing in accordance with

the Slovak law, the Rules of Procedure of the arbitral tribunal Rozhodcovský súd ARBITRÁŽ (if the dispute is decided by an arbitral tribunal) or the Arbitration Rules (if the dispute is decided by an arbitrator) published on the website [www.arbitraz.sk](http://www.arbitraz.sk), and, in legal business disputes, in accordance with the principles of justice and fairness (Section 31(4) of the Act on Arbitration Proceedings). In the case of international carriage by sea subject to the United Nations Convention on the Carriage of Goods by Sea, 1978, or the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading, 1924 as amended by the Brussels Protocols of 1968 and 1979, arbitral tribunal is obliged to decide in accordance with the United Nations Convention on the Carriage of Goods by Sea, 1978, or the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading, 1924, or the United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea (hereinafter referred to as the "Rotterdam Rules"). An arbitration agreement shall also be deemed to be executed in writing if (i) the arbitration agreement is included in the Parties' mutual written communication; or (ii) executed in writing by electronic means, allowing to track the contents of the legal act and the person who made the legal act. (b) before the competent general court of the Slovak Republic. If, in accordance with Act No. 97/1963 on International Private and Procedural Law as amended, and in accordance with Council Regulation (EC) No 44/2001 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, or any other legal norm, act or international treaty regulating the jurisdiction of courts in disputes with a foreign element, the competent court is not a Slovak court, the competent court will be upon the agreement of the Parties Okresný súd Trebišov (district court), Slovakia. The Parties have agreed that if a petitioner files a petition to decide a dispute arising out of this contract at the general court, this fact shall be deemed to be a resolutive condition of the arbitration clause (letter (a)); the provision of this sentence shall not apply if before filing a petition at the court, a petition was filed with the arbitrator in a matter, in which the arbitration clause establishes the power of the arbitrator/arbitral tribunal in accordance with the internal rules of the arbitrator/arbitral tribunal.

(7) These Forwarder's GTC are drawn up in Slovak and English language versions with equal legal validity. In case of ambiguity or conflicting interpretations of the provisions of these Forwarder's GTC in the Slovak and English language, the legal business relationships between the Forwarder and the Principal shall be governed by the Slovak language version of the Forwarder's GTC.

(8) These updated Forwarder's GTC are effective from 04.01.2022. Changes and amendments to these Forwarder's GTC are effective from the day of publishing and making available thereof on the Forwarder's website.