

THE SENDER GENERAL BUSINESS TERMS AND CONDITIONS

of SWIDA Innovative s.r.o., with its registered office at Popradská 155/56

Košice – city district West 040 01,

Slovak Republic, Company Identification Number: 36 194 328

Article I – Basic Provisions

- 1) These Sender General Business Terms and Conditions (hereafter the "Sender GTC") are issued by SWIDA Innovative s.r.o. with the aim to define the rights and responsibilities of the contractual parties to the transport of goods contract (hereafter the "Transport Contract") concluded between SWIDA Innovative s.r.o., with its registered office at Popradská 155/56, Košice 040 01, Slovak Republic, Company Identification Number: 36 194 328, registered in the Commercial Register maintained by the Municipal Court in Košice I, File Sro, Insert 11232/V (hereafter the "Sender"), and a physical, legal or other entity which is a business (hereafter the "Carrier"). The Carrier, during its execution of the Transport Contract, acts within the scope of its business activity. The subject of the Transport Contract is the definition of mutual rights and responsibilities that apply during the transport of a consignment.
- 2) 'The transport of a consignment' refers to domestic or international transport of a consignment.
'Domestic transport of a consignment' refers to such transport of a consignment, where the place where the consignment is received and its destination (hereafter the "Destination") are in the same country.
'International transport of a consignment' refers to such transport of a consignment, where the place where the consignment is received and its Destination are in two different countries.
- 3) The Transport Contract obliges the Carrier to guarantee to the Sender that it will transport a consignment from a certain place to the Destination, and the Sender shall pay the Carrier a remuneration (a transport fee).
- 4) These Sender GTC form an integral part of the Transport Contract concluded between the Carrier and the Sender (hereafter the "Contractual Parties"). The derogating provisions of the Transport Contract shall prevail over the provisions of these Sender GTC. Any derogations from these Sender GTC must be agreed upon by the Contractual Parties in writing, otherwise they shall not apply.
- 5) The legal relationships established by this Transport Contract are governed by the Convention on the Contract for the International Carriage of Goods by Road (the Ministry of Foreign Affairs Directive no. 11/1975 Coll. as amended, hereafter the "CMR Convention"), if its scope is determined in accordance with Article 1 (1)-(4) of the CMR Convention and, in the alternative, with Act no. 513/1991 Coll., Commercial Code as amended (hereafter the "Commercial Code"), as well as with these Sender GTC. In cases where the provisions of the CMR Convention cannot be applied to a given legal relationship established by the Transport Contract, it shall be governed by the provisions of the Commercial Code, other legal regulations of the Slovak Republic and these Sender GTC.
- 6) Prior to signing the Transport Contract, the Carrier is obliged to familiarise itself with the Sender GTC. These Sender GTC apply to all contractual relationships between the Carrier and the Sender related to the transport of a consignment, from the moment of

signing the Transport Contract until fulfilling all obligations entailed in the Transport Contract or otherwise related to it. By signing the Transport Contract, the Carrier is bound by these Sender GTC and accepts them. It is also possible to express acceptance of these Sender GTC in a different manner, particularly by means of electronic correspondence between the Contractual Parties.

- 7) After accepting these sender GTC, all future legal relationships shall be governed by these Sender GTC until one of the Contractual Parties gives written notice to the other Contractual Party that it no longer wishes to be bound by these Sender GTC. Such notice becomes effective from the day written notice is delivered.
- 8) The Carrier's business terms and conditions apply only in cases where the Sender expressly accepts in writing in the Transport Contract that the Carrier's business terms and conditions prevail over the wording of the Sender GTC. Otherwise the Sender GTC shall prevail over the wording of the Carrier's business terms and conditions.
- 9) The Sender is entitled to continually update or amend the Sender GTC. The Sender shall always issue in writing and publish in an appropriate manner on its website all amendments, additions or the entire wording of updated Sender GTC.
- 10) If any provision of the Sender GTC or the Transport Contract become invalid, its invalidity is without prejudice to the other provisions. The Contractual Parties shall replace such an invalid provision of the Sender GTC with a new provision that will most resemble the Contractual Parties' intention agreed upon during the conclusion of the Transport Contract.
- 11) If these Sender GTC stipulate a written form for a certain act, this shall be deemed as observed even when conducted in an electronic form. (e.g., email, SMS, and others). Similarly, for the purpose of fulfilling the Carrier's notification obligation to the Sender, fulfilment of the notification obligation is also understood to mean the notification of relevant facts by means of e-mail communication, by SMS, as well as through the Skype, WhatsApp platform.
- 12) The delivery of documents, where not excluded by the Agreement of these General Terms and Conditions, may also be carried out by means of e-mail communication, using the e-mail addresses specified for the identification of the Contractual Parties in the transport contract. The Contractual Parties acknowledge that an electronic signature means also a simple inclusion of the sender's name and surname at the end of the electronic communication or an automatically attached signature sample of the sender. To maintain the written form of a legal act, the provisions of Section 40 (4) and (5) of Act. No. 40/1964 Coll., the Civil Code, as amended, shall apply.

Article II – Transport Order and Conclusion of Transport Contract

- 1) The Contractual Parties conclude the Transport Contract based on the Sender's order and its acceptance by the Carrier.
- 2) An order is understood as a unilateral legal act by the Sender towards the Carrier with the aim to conduct transport of a consignment by the Carrier. A received order shall be deemed as a transport contract proposal.
- 3) The Sender sends an order to the Carrier by electronic mail or fax and an order shall contain the following details:
 - a/ the Sender's identification details: business name, address, Company Identification Number, VAT Number, the person authorised to negotiate the transport of a consignment,

- b/ a specification of the consignment, the transport of which the Carrier shall conduct (stating its type, size and weight)
 - c/ stating the place of loading
 - d/ the date of loading
 - c/ stating the place of unloading
 - f/ the date of unloading
 - g/ transport price
 - h/ the Sender's special requirements related to the transport of a consignment, if applicable.
- 4) A contract proposal (the "Order") is deemed as duly accepted if the Carrier does not reject the contract proposal within 4 hours, during working hours, of its delivery by electronic mail, or confirms the Order in writing, or alternatively, confirms a CMR consignment note or a consignment note.
 - 5) The person confirming the Order declares that he is duly authorised to conclude a Transport Contract by an authorised person. In the case that such a declaration is untrue, the person accepting the Order is responsible for any damage caused by an illegitimate conclusion of the Contract or by illegitimately agreed contractual conditions on the basis of the proposal. In accordance with the preceding clause, the person also declares that if the Carrier, on behalf of which he or she acts does not fulfil its financial obligation arising from these accepted Sender GTC, he or she, as a guarantor, shall fulfil it.
 - 6) Upon acceptance of a transport Order, the transport Contract shall be deemed as duly concluded, and the Carrier is obliged to guarantee to the Sender that it will conduct the ordered transport in accordance with the agreed conditions. However, the transport Contract shall be deemed to have been concluded even if the Carrier does not confirm the order by email, in writing, by confirming the CMR consignment note or the consignment note
 - 7) If the Carrier accepts a transport Order, but with written reservations, supplements, restrictions or other amendments, then such a proposal constitutes a rejection of the original proposal and shall be regarded as a new Transport Contract proposal directed from the Carrier to the Sender. It is not until the new proposal is unreservedly accepted by the Sender that a Transport Contract is concluded.
 - 8) The Contractual Parties are bound by the concluded Transport Contract and are not entitled to unilaterally withdraw from it unless the Transport Contract, these Sender GTC or a generally binding legal regulation stipulate otherwise. Possible amendments or supplementations to a concluded Transport Contract may only be conducted in writing in the form of numbered annexes signed both by the Sender and the Carrier. With reference to Article I, point 11 of these General Terms and Conditions, the written form of the addendum shall be deemed to have been complied with even if the act is performed in electronic form.

8.1.) An Addendum to the transport contract, which results in an increase in the agreed freight and which was concluded during the transport itself by the Sender under threat from the Carrier that the consignment will not be delivered to the agreed place of unloading, shall be deemed a void legal act.
 - 9) A consignment note or a CMR consignment note serves as a document confirming the conclusion of a Transport Contract. A consignment note is executed in three originals which shall contain the Sender's and the Carrier's signature and stamp. One original is for the Sender, one for the Carrier and one accompanies the consignment during

transport. If a consignment note is missing, lost or has deficiencies, the existence or the validity of the transport Contract is not affected.

- 10) If a consignment to be transported needs to be loaded onto several vehicles, or if there are different types or separate parts of a consignment, the Sender or the Carrier has a right to request as many consignment notes as the number of vehicles to be used or as the number of separate parts of the consignment to be loaded.

Article III – Rights and Obligations of Contractual Parties

- 1) The Carrier is obliged to conduct its activity in accordance with the agreed conditions, with professional care and quality. As part of these obligations, the Carrier is obliged particularly to thoroughly take care of the entrusted consignment as well other things received in connection with the consignment (such as documentation related to the consignment, etc.).
- 2) The carrier is obliged to follow the Sender's instructions when conducting transport. If the Carrier has not received the required instructions from the Sender, it is obliged to request their completion. If there is a risk of a delay, the Carrier is obliged to proceed with the transport even without having such instructions so as to protect the Sender's interests as much as possible.
- 3) *The Carrier is obliged to participate in loading and unloading, while being responsible for their thorough execution. When loading, it is obliged to verify whether the consignment note or the CMR consignment note contains all the required details. The Carrier is obliged to have its consignment note, a CMR consignment note (for international transport), the transport vehicle's operation record (the vehicle use record) or other transport document approved. Further, the Carrier is obliged to verify the amount and weight of the consignment, its labelling, the integrity of its packaging, the apparent condition of the consignment as well as its placement on the vehicle. The Carrier is also obliged to verify all accompanying documentation related to the consignment (such as the delivery note, the pallet tickets for pallet replacement, etc.) as well as the details it contains. The Carrier is obliged to ensure that the details contained in the accompanying documentation related to the consignment to be transported correspond to the actual condition of the consignment to be loaded or transported (its amount, actual weight, etc.), and is also obliged to ensure that the actual condition of the consignment to be loaded or transported (its amount, weight, labelling, etc.) corresponds to the details stated in the Transport Contract or the accepted Order. If it is found that there is a lack of correspondence between the actual condition of the consignment to be loaded or transported and the accompanying documentation related to the consignment to be transported, the Transport Contract or the accepted Order, the Carrier is obliged to immediately report the discrepancies found to the Sender (the reporting obligation) and request from the Sender instructions on further action. The Carrier must not leave the place of loading before receiving instructions on further action from the Sender. In the case that the Carrier does not agree with the Sender's instructions, it is always obliged to conduct the transport as agreed in the Transport Contract, and in other cases it is obliged to proceed according to the Sender's instructions. If the Carrier fails to fulfil its reporting obligation in accordance with this clause, and, due to a discrepancy found between the actual condition of the consignment to be loaded or transported and the accompanying documentation related to the consignment to be transported, the Transport Contract or the accepted Order, it does not conduct the transport of the*

consignment as it receives it upon loading, the Carrier is obliged to pay the Sender a contractual penalty equal to the agreed price of the transport. If the Carrier fails to fulfil its reporting obligation in accordance with this paragraph, and it does conduct the transport of the consignment as it receives it upon loading, it shall do so at its own risk, while any damage caused in relation to this or extra costs shall be borne by the Carrier. In the case that the Carrier conducts the transport of the consignment in an amount or weight that is smaller than what the transport Contract or the accepted Order states, the Carrier is obliged to ensure a replacement transport, either by itself or by means of a third person, of the part of the consignment that it failed to load in accordance with the Transport Contract or the accepted Order. The Sender is entitled to charge the Carrier the actual costs incurred during a replacement transport due to the unloaded part of the consignment. This is without prejudice to the Sender's entitlement to claim a contractual penalty due to a failure to fulfil the reporting obligation in accordance with this clause, or other possible claims for loss or for exceeding the delivery period.

- 4) *The Carrier is obliged to warn the customer (i.e. the person (hereafter the "Customer") for whom, by virtue of a Transport Contract, the Sender provides the transport of a consignment by means of the Carrier) of an unsuitable placement of the consignment on the vehicle. If the Customer does not move the consignment into a different position, the Carrier is obliged to immediately inform the Sender and make a written reservation note in the consignment note or the CMR consignment note. During loading, the Carrier is obliged to have at its disposal all the safety equipment necessary to secure a load (anti-slip mats, protective corners, a sufficient amount of safety belts, etc.) onto the vehicle, and secure the load to be transported in accordance with the applicable safety regulations. The carrier is obliged to secure the consignment in such a way that it is not damaged or lost.*
- 5) *The Carrier is obliged to inform the Sender when a vehicle is ready to be loaded. After loading is completed, it is obliged to inform the Sender of the actual weight of the loaded consignment. The Carrier is responsible for duly conducting the loading.*
- 6) *In the case of an accident or the Carrier's vehicle being stopped by the police or other obstacle preventing a proper conduct of transport or completion of transport by the agreed vehicle, the carrier is obliged, without delay and at its own expense, to provide a different vehicle with similar parameters. In the case of a failure to fulfil this obligation, all costs incurred by the Sender related to providing a different vehicle shall be charged to the Carrier and the Carrier is obliged to cover the full extent of the costs incurred by the Sender. The Carrier is also obliged to pay a contractual penalty equal to 1/10 of the total agreed transport price for breaching any of the aforementioned obligations.*
- 7) *The Carrier is obliged to conduct all the activities in accordance with the Transport Contract alone. Authorising or using a third person for this purpose, except for the Carrier's employees fulfilling their obligations entailed by their employment contract, is not permitted without a prior express written consent from the Sender. In the case of breaching this obligation, the Carrier obliged to pay a contractual penalty equal to the agreed transport price for each individual breach. If the Carrier conducts the transport by means of a different carrier, it does not become exempt from its liability for loss or damage to the consignment.*
- 8) *The Carrier is not entitled to use the consignment or allow a third person to use it without a prior written consent from the Sender. No other cargo can be transported together with the transported consignment and the consignment must not be moved,*

unloaded or loaded onto another vehicle. In the case of breaching any of the aforementioned obligations, the Contractual Parties have agreed on a contractual penalty equal to EUR 500 for each individual breach.

- 9) The Carrier shall immediately inform the Sender of any risk of damage, delay in transport or other circumstances which may affect a proper performance of the Transport Contract by the Carrier. If damage occurs, the Carrier is obliged to take the necessary measures and exercise thorough professional care to minimize the damage and immediately inform the Sender. The Carrier is also obliged to inform the Sender of completing the loading, customs clearance and unloading of the consignment. After completing the unloading of the consignment, the Carrier is obliged to inform the Sender of this fact within one hour of its completion. If any problems occur during unloading the consignment, the Carrier is obliged to inform the Sender of this fact. Further, the Carrier is obliged to provide information to the Sender at the Sender's request of its fulfilment of the Contract, particularly on the location of the consignment at a given moment. If the header of a Transport Contract lists the Sender's contact persons (the so-called 'disponent'), the Carrier is obliged to provide information, in accordance with this paragraph, to the Sender through the contact persons listed (including by telephone). If there is a risk of any damage caused to the Sender, the Carrier is obliged, at the Sender's request, to immediately provide the telephone number of the driver who is conducting the transport. In the case of breaching any of the aforementioned obligations, the Carrier is obliged to pay a contractual penalty equal to EUR 200 for each individual breach.
- 10) For the entire duration of the transport, the Carrier is obliged to park only at safe, guarded car parks designated for this purpose. The Carrier is obliged to compensate the Sender in full for damage caused to the consignment as a result of its breach of this obligation.
- 11) In the case of a delay in the Carrier's receipt (loading) of the consignment at the designated place and/or its delivery to the designated place by more than 2 hours compared to the deadline agreed in the accepted Sender's Order, the Carrier is obliged to pay a contractual penalty equal to EUR 50 for every hour of the Carrier's delay.
- 12) If the vehicle fails to be ready for loading, or transport is cancelled by the Carrier less than 24 hours prior to a planned loading, the Sender is entitled charge a contractual penalty equal to the agreed transport price.
- 13) The Carrier declares that at the time of entering into the Transport Contract, it has a valid insurance policy for its liability for damage caused during its fulfilment of the Transport Contract, and that the insurance value for transport by vehicles with a total weight of up to 3.5 tonnes is at least EUR 33,000, for transport by vehicles with a total weight of up to 7.5 tonnes it is at least EUR 75,000, and for vehicles with a total weight of 40 tonnes it is at least EUR 150,000, while the insurance value of the Carrier's valid insurance policy is at least equal to the actual value of the consignment being transported during a given transport. The Sender shall inform the Carrier of the value of the transported consignment. If the carrier is not informed of the consignment's value at least on the day preceding the day of transport, the Carrier is obliged to request from the Sender information on the value of the consignment to be transported. If the Carrier does not fulfil its obligation in accordance with the preceding clause, it shall be assumed that it has been informed about the consignment's value, and that at the time of entering into the Transport Contract it has a valid insurance policy for its liability for damage caused during its fulfilment of the Transport Contract with an insurance cover value of

at least the sum stated in the first clause of this Sender GTC provision. The Carrier also declares that the validity and effectiveness of the insurance contract does not end before the day of completing this transport agreed in this Contract. The Carrier is obliged to send, at the Sender's request, a copy of the insurance contract by email or fax. The Carrier is responsible for the validity of all permits required for transport as well as of other necessary documents required for transport. In the case of breaching any of the aforementioned obligations, the Carrier is obliged to pay a contractual penalty equal to EUR 1000 for each individual breach, and in the case of a failure to fulfil its obligation of a minimum amount of insurance cover agreed in this clause, it shall pay a contractual penalty equal to the difference between the amount of insurance cover to which the Carrier has committed and the actual amount of insurance cover for which it has a valid insurance contract. In the case that damage is caused to the consignment, the damage shall be covered by the Carrier's insurance in full, even if it exceeds the liability limit determined by the CMR Convention.

- 14) The Carrier is responsible for damage caused to the consignment in accordance with the provisions of the CMR Convention, and if the transport is not governed by the provisions of the CMR Convention, its responsibility is in accordance with the Commercial Code and other related legal regulations in the Slovak Republic.
- 15) The Carrier is responsible for an adequate technical condition of the vehicle, including the loading area and an undamaged sheet, as well as the compulsory equipment for the personnel and its use (protective helmet, protective goggles, work gloves and shoes). The Carrier is also responsible for ensuring that transport is only conducted by persons with the required professional qualifications. In the case of breaching any of the aforementioned obligations, the Carrier is obliged to pay a contractual penalty equal to EUR 200 for each individual breach.
- 16) The Carrier declares that it will not contact the Sender's Customer over and above its responsibilities entailed by this Transport Contract, save for cases where such a contact between the transport provider and the Customer is justified by an already existing contractual relationship. The Carrier declares that for a period of one year after the completion of transport in accordance with the Transport Contract concluded between the Carrier and the Sender, it will not enter into a transport contract with the Sender's Customer (i.e. the sender, recipient or owner of the consignment). The Carrier is obliged to protect the Sender's interests as well as those of all the parties participating in the transport and to protect business secrecy. The Carrier shall be charged a contractual penalty equal to four times the transport price agreed in the Transport Contract for breaching the aforementioned obligations in this paragraph.
- 17) This is without prejudice to the Sender's entitlement to claims outstanding in the case of calculating a claiming a contractual penalty from the Carrier. Claiming any contractual penalty agreed in this Contract is without prejudice to the Sender's right to claim compensation for damage which exceeds the amount of the contractual penalty charged.
- 18) In the case of a breach of any of the Carrier's obligations which are secured by a contractual penalty in accordance with the Transport Contract, and hence these Sender GTC, the Sender is also entitled to claim compensation for damage only, without simultaneously charging a contractual penalty. The Sender may in its sole discretion decide whether to claim a contractual penalty from the Carrier in accordance with Article III Paragraph 18 of these Sender GTC, or claim compensation for damage.
- 19) A contractual penalty or compensation for damage is payable on the day following the

- day it was claimed from the other Contractual Party. A contractual penalty or compensation for damage shall be claimed in writing in such a way that the Contractual Party's intention is clear from the claim. It is deemed to be in writing even performed by email. A contractual penalty or compensation for damage shall be deemed as claimed on the day following the day on which the Contractual Party against which the claim is made had an opportunity to learn about the claim for a contractual penalty or compensation for damage.
- 20) The agreed transport price also includes a waiting time of 24 hours for loading or unloading. The Carrier is not entitled to claim compensation for damage due to waiting that is higher than one tenth of the agreed transport price.
- 21) The Sender is entitled to cancel a transport Order no later than 12 hours prior to the planned loading of the consignment without any sanctions from the Carrier. In the case of a cancellation of a transport Order by the Sender later than 12 hours prior to the planned loading of the consignment, the Sender is obliged to pay a compensation for the damage calculated by the Carrier that is no higher than one fifth of the agreed transport price. The Carrier is not entitled to claim compensation for damage due to transport cancellation that is higher than one fifth of the agreed transport price. If the vehicle is unsuitable for loading and/or the driver does not have all the necessary vehicle documents, the Sender reserves the right to cancel the order without any penalty, sanction, or claim for damages from the Carrier. On the contrary, in such a case, the Sender is entitled to claim damages from the Carrier.
- 22) The Carrier is not entitled to claim compensation for damage due to a breach of an obligation entailed by this Transport Contract that is higher than one fifth of the agreed transport price. The Carrier is not entitled to claim compensation for damage exceeding one fifth of the agreed transport price even when several claims entailed by this Contract accumulate.
- 23) The Carrier is obligated to send the Sender to the email address: einvoice@swida.sk all documents proving the performance of the transport, at the latest within 7 days of the delivery of the consignment to the recipient or upon completion of the transport. These documents include, in particular: consignment note or CMR consignment note, vehicle operating record (vehicle performance record), delivery notes for the consignment, pallet slips, copies of freight charges, weight list, or other document confirming the delivery of the consignment in undamaged condition to the recipient. In the case of the transport of a consignment under customs supervision, the Carrier is also obligated to provide the Sender with copies of customs documents, or a CMR consignment note, confirmed by the relevant customs authority.
- 24) The Sender is obligated to pay the Carrier the agreed transport price. The agreed transport price includes all ancillary costs necessary for the proper execution of the transport. Similarly, the agreed transport price includes all costs incurred by the Carrier for securing the necessary fastening elements to secure the consignment so as to prevent its damage or loss.
- 25) The Carrier's invoice is payable within 60 days of being received by the Sender.
- 26) The Carrier shall send the invoice together with the consignment note or CMR consignment note electronically to the Sender's email address: einvoice@swida.sk at the latest within 15 days of delivery of the consignment to the recipient or upon completion of the transport. At the specific request of the Sender, the Carrier is obligated to deliver the aforementioned documents to the Sender in accordance with the preceding sentence also by post to the Sender's registered address.

- 27) The payment deadline for the Carrier's invoice specified in point 26) of these General Terms and Conditions shall be extended by the period during which:
- The Carrier has not sent the Sender all the necessary documents relating to the transport in question, or
 - The Carrier has sent the Sender an incorrectly issued invoice, or
 - A claim for a complaint stated by an authorized person in the consignment note, CMR consignment note, or other document confirming the performance of the transport has not been settled.
- 28) If the Carrier's invoice for completed transport or one of the other documents in accordance with Paragraph 23 of this Article contain errors in writing, calculations or other apparent errors or incorrect information, or if the Carrier submits incorrect or incomplete documents, the Sender is entitled to charge the Carrier administration costs of EUR 10 for each incorrect or incomplete document and the Carrier is obliged to pay the administration charge.
- 29) The Contractual Parties have agreed that the Carrier has no right of lien over a consignment, even if its purpose is to secure the Sender's debt towards the Carrier resulting from the Transport Contract. The Carrier is always obliged to deliver a consignment to the recipient. The Carrier has no right of lien over a consignment.
- 30) *The Carrier is obligated to adhere to the minimum wage for drivers who, as employees of the Carrier, perform transportation in accordance with the Minimum Wage Act valid in the Federal Republic of Germany (Gesetz zur Regelung eines allgemeinen Mindestlohns (Mindestlohngesetz - MiLoG)) (hereinafter referred to as the "Minimum Wage Act MiLoG"), in accordance with the Minimum Wage Act valid in the French Republic (Loi Macron) (hereinafter referred to as the "Minimum Wage Act Loi Macron"), and in accordance with the Minimum Wage Act valid in the Republic of Austria. The Carrier is also obliged to fulfil all of its reporting obligations duly and timely, as well as obligations, regarding proper creation and provision of relevant documentation, towards the relevant authorities in Germany and all other obligations arising from the applicable MiLoG minimum wage law. The Carrier is also obliged to fulfil duly and timely all of its obligations arising from the Loi Macron minimum wage law where it is applicable. The Carrier declares that it is familiar with the currently applicable wording of the MiLoG minimum wage law and the Loi Macron minimum wage law and declares that it will comply with the laws. The Carrier is obliged to sufficiently demonstrate its fulfilment of these obligations at any time at the Sender's request in accordance with this clause of the Sender GTC. If a sanction is imposed or liability for damage is established due to a breach of the Carrier's obligations in accordance with this clause of the Sender GTC, the Carrier is fully and solely responsible and is obliged to pay the imposed sanction or the compensation for damage in full. In the case that any claims arise or are made against the Sender, which claims arise due to a breach of the MiLoG minimum wage law or the Loi Macron minimum wage law by the Carrier, the Carrier is obliged to satisfy those claims by third persons alone to a full extent. The Carrier also has this obligation expressly towards claims by social insurance authorities, financial authorities as well as other authorities responsible for ensuring compliance with the given laws. If the Carrier conducts transport by means of a third person, other carrier (see Art. III Clause 8 of these Sender GTC), it is obliged to ensure and verify that such a person timely fulfils all of its obligations arising from the MiLoG minimum wage law and from the Loi Macron minimum wage law where it is applicable. If such a third person fails to fulfil any of the obligations arising from the MiLoG minimum wage law or the Loi Macron minimum*

wage law, the Carrier is liable, to a full extent, for any damage or sanctions imposed due to such a breach, and it is obliged to compensate for the damage or pay the imposed sanctions in full. Using a third person to conduct transport does not exempt the Carrier from its responsibility or obligations which arise from the provisions of this clause of the Sender GTC. The Contractual Parties have agreed that in the case of breaching any of the obligations in this clause of the Sender GTC, the Sender is entitled to charge the Carrier a contractual penalty equal to EUR 200 for each individual breach.

- 31) The Carrier declares that for all claims made by the Sender against the Carrier on the basis of completed transport, the limitation period extends to 10 years from the time it started for the first time.
- 32) The contracting parties have agreed that the Sender has the right to offset due receivables and obligations against the Carrier, even by unilateral legal acts, provided that the Sender is obligated to inform the Carrier of such an act.

Article IV - Final Provisions

- 1) The Carrier is not entitled to transfer its claims against the Sender resulting from the Contract onto a third party.
- 2) The Contractual Parties shall attempt to resolve any possible disputes between the Carrier and the Sender resulting from the concluded Transport Contract by means of an out-of-court settlement.
- 3) All legal relationships established between the Contractual Parties which are established on the basis of the Transport Contract, including the relationships related to the concluded Transport Contract, shall always be governed by the legal regulations of the Slovak Republic and by those international contracts which prevail over the legal regulations of the Slovak Republic. The applicable law is always Slovak.
- 4) The Contractual Parties have agreed and declare that all disputes resulting from the contractual relationships arising from this Transport Contract or related to the Contract, including all subordinate legal relationships, claims for unjustified enrichment, compensation claims for damage, disputes regarding the validity, interpretation or termination of this Contract shall be resolved locally before a relevant general court in the Slovak Republic. If, in accordance with the Private International Law and Procedure Act no. 97/1963 Coll. as amended, in accordance with the Council Regulation (EC) no. 44/2001 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters or in accordance with other legal norm, law or an international contract defining the jurisdiction of courts in disputes with a foreign element, the court with jurisdiction was not a court in the Slovak Republic, then the court with jurisdiction according to the Contractual Parties' agreement shall be the District Court in Trebišov in the Slovak Republic.
- 5) These Sender GTC are executed in the Slovak language, English language and the Polish language, with all languages versions being equal. In the case of ambiguities or contradictory interpretations of these Sender GTC in the Slovak, English and Polish language, the business/legal relationships between the Sender and the Carrier shall be governed by the Slovak language version of the Sender GTC.
- 6) These updated Sender GTC are effective from 1.1.2017. Any amendments or supplementations to these Sender GTC are effective from the day of being published or made available on the Sender's website.