

Freight Forwarder: cargo-partner SR, s.r.o.

Kopčianska 92, 851 01 Bratislava, SR
Tel.: +421 2 68242 - 300
ID No.: 31 358 152
VAT ID No.: SK 2020329278

General Terms and Conditions ("GTC")**Art. I****Generally Applicable Conditions**

1. In case there are additional agreements and contracts already agreed or concluded in the future between our company cargo-partner SR, s.r.o. (hereinafter referred to as "the company" or "the freight forwarder") and you as the principal, these GTC shall prevail in each case.
2. We provide our freight forwarding and auxiliary services based on the applicable General Freight Forwarding Terms and Conditions of the Association of Logistics and Freight Forwarding of the Slovak Republic (hereinafter referred to as the "GTC ALFF SR"), of which we are a member. The current version is available for review at our company's registered office or on the website www.zlz.sk.
3. As a freight forwarder, we are liable to the principal for any damage to the consignment that occurs during the procurement of transport, unless such damage could not have been prevented even with the exercise of professional care. In the event that we incur freight forwarder liability for damages towards the principal, our liability limits apply primarily based on international conventions, in particular (but not exclusively) in accordance with the limits set out in the applicable and effective versions of the CMR, CIM, the Montreal Convention and ICAO revisions, as well as under the terms stated on the relevant B/L, or in accordance with the Hague-Visby Rules.
4. Our company is not responsible for any damage caused as a result of the so-called force majeure "vis major". Force majeure is an extraordinary event or circumstance that arose independently of the will of the freight forwarder or its subcontractor. Events or circumstances of force majeure are considered mainly natural disasters such as earthquakes, volcanic eruptions, hurricanes, floods, fires, explosions and other similar disasters, as well as war and war operations, national and civil unrest and strikes, revolutions, terrorist attacks, embargoes, prohibitions, export and import or disease, pandemic, epidemic, etc., which, standing outside the sphere of influence of the contracting parties etc., which are insurmountable and irreversible, preventing the fulfillment of contractual obligations or their parts, and the occurrence of which could not be foreseen or influenced. In the case of the so-called force majeure, the responsibility of our company for non-fulfillment of obligations arising from the contract is excluded.
5. Our company does not provide services for consignments that are / are to be in reclamation process ("consignment in reclamation") or consignments which rights are disputed or highly probable will be disputed by your contractual partners or any third party ("consignment in dispute"). By accepting our quotation, you declare that (i.) the consignment being transported is not consignment in reclamation, (ii.) the consignment being transported is not consignment in dispute, (iii.) the consignee agrees to accept the consignment and is prepared to provide any cooperation necessary for taking over the consignment, (iv.) and there are no known circumstances that could prevent the consignee from taking over the consignment. If any of abovementioned pointed appears to be untrue at any time during the shipment, you shall be liable for any damage caused to us thereby. You also undertake to indemnify us in full against any additional costs incurred in connection therewith, whether in connection with storage of the goods, customs clearance of the goods, disposal of the goods, fines and/or penalties applicable to such transport or goods, etc.; you further undertake to indemnify us fully against any additional costs we may be charged in connection with such shipment, e.g. provided legal services, court or administrative fees incurred, etc.
6. Furthermore, you acknowledge and declare that it is your obligation to provide us with all necessary information, documents and data related to the goods, as well as to update the provided information, documents and data immediately, without delay. Furthermore, you acknowledge that it is your obligation to ensure the appropriateness and adequacy of the package of the goods with regards to the nature of the goods and the type of transport. Furthermore, it is your obligation to inform us about any special attributes or characteristics of the goods, as well as to visibly mark dangerous goods, perishable goods and goods requiring special handling during their loading, transport or storage. You are fully responsible for damage caused by breach of any of these obligations.
7. By delivering your cargo to our company for carriage you declare that you have verified the cargo weight in accordance with the applicable SOLAS regulations concerning the "Verified Gross Mass" effective from July 1st 2016 (available under www.imo.org) and indemnify cargo-partner and its agents and partners from any and all damage resulting from an incorrect weight specification, including but not limited to penalties due to the excess of maximum payload, damage/delay due to the unloading of consolidated third party cargo or delays in the loading of the ocean vessel.

8. Furthermore, the carrier is not liable for compliance with delivery deadlines and related penalties of any kind. Declared delivery time is purely estimated and it is within the carrier's discretion to change the booking of the shipment without compensation. Partial sea or air carriage may in some cases be provided by road transport.
9. We regret that our company has no influence over the route chosen by the carrier or transport company, and that transport companies and carriers generally refuse to provide any guarantees regarding route selection. Therefore, we are also unable to assume any commitment concerning the choice of or avoidance of a specific route and accept no responsibility in this regard. On the contrary, by accepting our quotation, you also accept the route subsequently chosen by the transport company or carrier and release us from any liability related to the selected route.
10. In the event of any guarantee obligation whereby our company (in the legal position of guarantor) undertakes to guarantee to the creditor (any third party) the fulfillment of the financial obligation of the principal (in the legal position of debtor), the principal undertakes to promptly reimburse our company for the full amount of such secured obligation, no later than 10 days from the date of receipt of the payment request. The secured obligation includes the principal amount (receivable), its accessories, any contractual penalties (contractual fines, default interest, etc.), any statutory penalties and fees, as well as any other costs incurred in connection with such guarantee. For the purpose of delivering the payment request, the principal's registered office or any email address of the principal known to our company at the time of sending the payment request shall be considered as the valid delivery address.
11. All transport documents (including the consignment note, bill of lading, and others) sent to the shipper or to any other person explicitly designated by the shipper shall be deemed duly delivered at the time the goods are dispatched. The shipper bears the risk of loss or delay of these documents during delivery.
12. In order to secure any of our financial claims against you, we reserve a right of retention over the goods, which shall be exercised in the event that any invoice issued by us becomes due (in accordance with the payment terms set out in these GTC) and remains unpaid. For the purposes of exercising this right of retention, the consignment shall be deemed to be "in the possession of the freight forwarder" from the moment it is taken over for carriage until its delivery to the consignee.

Art. II Transport Insurance

1. We recommend that you arrange transport insurance covering potential damage that may occur during the transport. No transport insurance is automatically applicable to your consignment. The freight forwarder shall only be obliged to arrange such insurance if this is expressly stipulated in the order.
2. Our liability is, as a rule, limited by the provisions of applicable international conventions (in particular the *Montreal Convention*, *Warsaw Convention*, *CMR*, *CIM*, *the terms stated on the Bill of Lading*, or *the Hague-Visby Rules*). Should you require insurance coverage exceeding the statutory or contractual liability limits, we recommend that you take out transport insurance, which we will be pleased to arrange for you under preferential conditions.
3. Transport insurance is governed by the General Austrian Conditions of Transport Insurance (AÖTB) as amended.

Art. III Payment and Other Terms

1. For the first shipment, the invoice is due within one (1) day. The due date for subsequent invoices is specified on the respective invoice.
2. If any invoice issued by us becomes due and remains unpaid, all future invoices will become due within one (1) day, even if a different payment term was agreed upon in the freight forwarding agreement; in such case, these GTC shall prevail.
3. The same one (1) day payment term shall apply to any invoice issued by us in the event it is established at any time during our business relationship that you are in debt to any governmental authority, even if a different payment term was agreed upon in the freight forwarding agreement; in such case, these GTC shall prevail. Any request to reinstate or otherwise adjust the invoice due date must be made explicitly in writing and will only be granted if duly justified. You will be informed by e-mail regarding the outcome of your request.
4. All our quotations are non-binding until the relevant contract is concluded (i.e. until the specific quotation is confirmed by the customer) and are based on current tariffs, exchange rates, and payment and transport conditions. They are subject to the availability of calculated transport routes, transport and container capacity. The rates apply only to shipments involving the freight forwarder's partners, and the choice of carrier is at the

sole discretion of the freight forwarder. The prices do not include surcharges such as storage charges, demurrage, detention, handling charges, cargo hold charges, or standard surcharges (e.g. BAF), which will be invoiced separately based on actual costs. The applicable demurrage and detention charges are binding and available at the following [link](#). Quotations are based on the average diesel price published on the day of submission in the European Commission's Weekly Oil Bulletin, and the freight forwarder reserves the right to apply fuel surcharges in the event of rising fuel prices. Transport restrictions arising after dispatch of the goods may result in additional costs (e.g. rerouting, handling), which will be invoiced separately based on the actual time and effort incurred. Such costs are not included in the quotation or the contractually agreed fee.

5. You may also be re-invoiced for other charges that arise without our fault and that we cannot influence or determine in advance (e.g. charges for mandatory inspections, additional costs due to force majeure). Such costs are not included in the quotation and do not form part of the contractually agreed fee.
6. If you request cancellation or suspension of the transport prior to delivery, all related costs will be re-invoiced to you. You will likewise be re-invoiced for any costs arising from changes to the consignee, delivery location, or from return transportation and storage. Return transport will also be arranged without your prior instruction or consent if, despite our efforts: (a.) the goods are not delivered to the designated consignee, or (b.) the consignee refuses to accept the goods, or (c.) the consignee fails to provide the necessary cooperation for acceptance within 15 days from the date of our written request, or (d.) delivery to the specified location is not possible.
7. In the event of late payment of any monetary obligation, the freight forwarder may charge default interest in the amount of 0.05 % of the outstanding sum for each day of delay, as well as a contractual penalty for each reminder (administrative charge) related to overdue invoices as follows: (i.) EUR 10.00 for the first reminder, (ii.) EUR 20.00 for the second reminder, (iii.) EUR 30.00 for the third reminder, (iv.) EUR 40.00 for the fourth and any subsequent reminder concerning the same invoice.
8. If we do not receive written objections to the content or amount of an invoice within 14 days from its delivery, the invoice shall be deemed fully accepted by you.
9. If we issue a transit declaration on your behalf, you may bear any penalties incurred due to the non-delivery or delayed delivery of the goods to the customs office of destination, or due to incorrect documentation submitted in connection with customs procedures, in accordance with Act No. 199/2004 Coll. (Customs Act) as amended, and Act No. 222/2004 Coll. on Value Added Tax, as amended.
10. If we handle import customs clearance for you, you are obliged to pay the customs debt directly to the customs authority within 10 days of issuance. Otherwise, you may be liable for late payment interest and any related penalties.

Art. IV

Additional Conditions for International Road Transport

1. Conditions for the transported goods:
Only safe commercial goods are permitted, appropriately and securely packaged for handling and palletized transport. Dangerous goods, as defined by the ADR regulations for road freight transport, are not allowed. The value of the transported goods must not exceed EUR 199,000. Certain commodities, such as consumer electronics, alcohol, tobacco products, pharmaceutical goods, etc., are subject to prior approval, and the quotation may vary if the nature, type, or value of the goods is not clearly specified in your request.
2. Unless otherwise agreed in the quotation, the following shall be included or excluded from the transport price:
The transport price includes: freight and toll charges, standard insurance coverage in accordance with the carrier's liability under national law or, in the case of international transport, under the CMR Convention (8.33 SDR/kg of goods), up to 2 hours of loading/unloading time, and delivery by freight vehicle.
The transport price does not include: VAT, customs charges, vehicle with hydraulic lift, pallet or packaging material exchange, handling of goods by the driver during loading or unloading, force majeure events and other costs not caused by us or the carrier, or waiting time exceeding 2 hours.
3. For intermodal transport, the following additional specifications apply:
The transport price includes waiting time for customs clearance and unloading for a total of 4 hours. If this time is exceeded, waiting time will be charged at a rate of EUR 40.00 per hour, with every (even started) hour being charged, up to a maximum of EUR 300.00 per day.
We reserve the right to charge truck waiting time even in cases where the delay occurs during customs clearance through our company for reasons beyond our control, particularly due to the speed of customs clearance by the competent customs authority, or due to incomplete documentation, changes, or waiting times related to document corrections.

Art. V Additional Conditions for Sea Transport

1. For ocean shipments originating and terminating in the United States, the following additional specifications apply:

This rate offer is considered a Negotiated Rate Agreement (NRA), your Quotation Number is your reference and is valid for 30 days unless otherwise indicated. Acceptance of the Rates Quoted in this Quotation may be made in writing or by booking and/or tendering of cargo and shall supersede any prior quotes and/or oral agreements/discussions pertaining to the cargo quoted. Acceptance in any form of the Rates Quoted in this Quotation shall also serve as acceptance of terms and conditions contained. This agreement is valid for where Consoltainer Line Transport GmbH (CTLT) is acting as Carrier in this transaction, the rates quoted herein are not subject to any surcharges and/or assessorial contained in the CTLT tariff (US). The Shippers booking of cargo after receiving the Terms of this NRA or NRA amendment constitutes acceptance of the rates and terms of this NRA or NRA amendment.

Art. VI Special Provisions for Transport Services Affected by the Armed Conflict between Russia and Ukraine

1. Due to the ongoing situation in Ukraine and Russia, transport services may be temporarily suspended and/or subject to increased charges (e.g. for transport, security surcharges, or fuel surcharges), which may be additionally increased unilaterally.
2. Our company may offer transport services only with considerable restrictions. The customer places the transport order with full knowledge of the risks the region may pose both to the goods and to the performing carrier. The customer acknowledges that these transport routes may pass through the territory of the Russian Federation (Russia, Belarus, Kazakhstan).
3. The customer expressly releases our company and its affiliated entities from any liability for any loss, damage, or financial consequences (even indirect) that are related to or caused by the armed conflicts in the region affecting transport operations or contractual obligations, including but not limited to damage, loss, seizure of goods, delays in delivery, and claims arising from customs clearance procedures.
4. The customer shall fully indemnify our company for all costs, including any court proceedings, legal representation, and/or any other damages our company may incur in connection with transport orders affected by such armed conflicts. This includes claims by third parties (e.g. consignees) that may later be brought against our company. The customer shall reimburse any additional costs incurred by our company due to necessary changes in transport procedures resulting from the conflict between Ukraine and Russia. For any case in which the ordered service cannot be carried out despite our company's best efforts due to the effects of the conflict, the customer agrees to any such changes that our company may decide at any time and at its sole discretion, including, but not limited to, rerouting accepted rail freight to sea freight transport, etc.
5. The customer represents and warrants that, at the time of placing the order and loading the goods, the requested transport does not violate any applicable sanctions, embargoes, or similar regulations. In the event of non-compliance, the customer shall, upon first request, indemnify our company for all consequences, in particular for any governmental or official actions, fines and penalties, or third-party claims for damages.
6. The customer expressly agrees that our company shall have no obligations or liability in the event of cargo seizure or border closures due to local regulations, blockades of railway stations, or transshipment points.
7. Our company will use reasonable efforts to limit or mitigate the effects of such events.

We look forward to our successful cooperation !

<https://www.cargo-partner.com/>



BE OUR WHISTLEBLOWER: If you are aware of any type of **wrongdoing, violations or illegal actions**, please report it via website [whistleblowing](https://www.cargo-partner.com/whistleblowing) or send the detailed description to e-mail: whistleblowing@cargo-partner.com. We encourage you to speak up because **WE TAKE IT PERSONALLY!**