

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

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IČO: 31 358 152

IČ DPH: SK 2020329278

General Terms and Conditions (“GTC”)

Generally applicable conditions

In case there are additional agreements and contracts already agreed or concluded in the future between our company cargo-partner SR, s.r.o. and you as principal, these GTC shall prevail in each case.

Our liability for damages to the customer and the limits of our liability, shall apply under international conventions, in particular mainly in accordance with the limits set under CMR (in the case of road transport), CIM (in the case of rail transport), Montreal agreement (in the case of air transport) and in accordance with the conditions as specified in the B/L, resp. under the Hag-Visby Rules (in the case of sea transport).

To the remaining extend, we provide our services according to the valid General freight forwarder’s conditions of the Association of Logistics and Freight Forwarding of the Slovak republic, which we are the members. The current version of General freight forwarding conditions can be found either at the seat of our company or on the website www.zlz.sk.

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 the sender for non-fulfillment of obligations arising from the contract is excluded.

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.

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.

By delivering your cargo to cargo-partner 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 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.

Declared transit time is only estimated and it is fully in the competence and authority of the ship owner or airfreight providers to change booking without any compensation. Should the circumstances require it, some of the goods might be transported by road transport.

We regret that our company has no influence on the transportation route chosen by the shipping line, and that the shipping lines generally refuse guarantees regarding the choice of route. We can therefore make no commitment regarding the choice or avoidance of a particular route and accept no liability for this. Rather, with your booking you accept the route chosen by the shipping line and indemnify us against any liability based on the route chosen.

Freight insurance

We suggest you conclude freight insurance that will cover damages which might occur during the transport. There is no transport/marine insurance automatically covering your shipment. The freight forwarder is obliged to insure the shipment only when the order specifies it.

In many cases carriers are not liable for the damage to the cargo, e.g. natural disaster or General Average occurrence. Our liability is subject to the limitations according to the pertinent international conventions (the Montreal Convention, CMR, CIM, Hag-Visby Rules or the terms and conditions as specified in the B/L). In the event of damage, destruction or loss of goods, relevant international conventions regarding international maritime transport, set a limitation rate of 2 SDR / 1kg of damaged goods or 667 SDR for the entire container. For international road transport under the CMR Convention, the limit of liability is set at 8.33 SDR / kg in the case of damage, destruction or loss of goods, for national road transport the level of liability of the Carrier is determined by the Slovak Commercial Code. The Montreal Convention on the Liability of Air carriers for International Carriage by Air defines performance in the event of damage, destruction or loss of goods at a rate of 22 SDR / 1kg of damaged cargo. If you are interested in receiving compensation for the goods that exceeds the above mentioned limitations of liability, we recommend that you conclude a transport insurance, which we can arrange for you at favourable conditions.

Additional declarations of cargo values in transport orders, invoices or any other documents accordingly with the rules for provision of our services based of the General Freight Forwarder's Conditions of Association of Logistics and Freight Forwarding of the Slovak Republic in the valid wording do not extend the scope of our liability.

In case you are interested in securing the transported goods above the mentioned restrictive liability, we recommend transportation insurance (premium, procurement, handling, optional door-to-door coverage) covering damages at on- and offloading, general average deposit payment and in case of damage/loss up to full cargo value.

Our quotation includes the premium paid to the insurer and our remuneration for insurance procurement and handling. Transport insurance (premium, procurement, handling) is only taken out upon your explicit written order and is subject to the General Austrian Transport Insurance Terms and Conditions (AÖTB) in the valid wording.

Transport insurance: Depending on the value of the shipment; min. 27 EUR.

Invoicing, payments and other rules

In the case of the first shipment, the due date of the invoice is 1 (one) day.

The due date of each further issued invoice is stated in the pertinent invoice.

In the case that any invoice already issued by us is due and you are late with paying, the due date of any subsequently issued invoice by us shall be 1 (one) day, even if the freight forwarding contract or any other agreement stipulates another agreed due date; in such case, these GTC shall prevail.

Likewise, any invoice issued by us shall be due for 1 (one) day even if it is realized at any time during our cooperation that you are a debtor to the Financial Administration of the Slovak Republic, the Social Insurance Company, any health insurance company, or you are a debtor to any state institution or organization managed by the state, even if the freight forwarding contract provides a differently agreed due date period; in such case, GTC shall prevail. Any adjustment of due date 1 day of the issued invoices must be explicitly requested from your side, while only justified requests will be approved by us; we will subsequently inform you by e-mail that your request has been approved.

All offers made by us are based on current tariffs, exchange rates, payment and transport conditions and are without engagement, i.e. non-binding until the conclusion of the contract (confirmation of the respective individual order). All offers are subject to accessible and calculated transport routes. The prices offered are subject to available shipping space, cargo space as well as empty containers. All surcharges quoted are valid until revoked and subject to the introduction of further surcharges. All freight rates quoted are only valid for shipments with partners of the contractor. Carriers are selected at the discretion of the contractor. Due to the significant daily fluctuations regarding the price of diesel the contractor's offer is based on the variable average price for diesel according to the EU Commission's Oil Bulletin (Weekly Oil Bulletin (europa.eu)) on the day the offer is submitted. The contractor therefore reserves the right to add surcharges on account of rising diesel prices. All surcharges mentioned are valid until revoked and subject to the introduction of further surcharges. Standing fees, handling costs, detention and usual surcharges (e.g. BAF fees etc.) are not included in the freight price and will be charged separately according to the expenses incurred. Demurrage and detention rates to be charged in individual cases can be found under the following [link](#), which are always considered as bindingly agreed, and, therefore, do not require any proof for settlement, unless the parties have agreed otherwise. Transport restrictions, in particular those that occur after the goods have been dispatched, may result in additional costs (i.e. berth fees, diversion costs, cargo handling charges etc.) and will be invoiced according to the time and effort involved. Such costs are not included in the offer/freight price.

As there are situations that might unexpectedly occur during the transport itself or other charges may be potentially included in your invoice which cannot be predicted or influenced by cargo-partner SR, s.r.o. (mainly, but not exclusively: further charges or fees beyond our price offer, fees associated with administrative proceedings, vis major cases etc.).

If you request a shipment to be interrupted or canceled, all costs associated with such request shall be re-invoiced to you; the re-invoiced to you shall be also the costs incurred in connection with the change of the consignee, the change of the place of delivery of the goods or in connection with the return of goods and the related storage of goods. Return shipment shall be carried out without your instruction / consent if, despite our efforts: (a.) the goods is not delivered to the designated consignee or (b.) the consignee refuses to take over the goods, or (c.) if the consignee does not provide the necessary cooperation in taking over the goods within 15 days from the date of the call to such cooperation or (d.) if it will not be possible to deliver the goods at the requested place of delivery.

In case of delay with payment of your monetary obligation, the freight forwarder may invoice you with interest in the amount of 0.05% for each day of delay, as well as a contractual penalty for each issued reminder regarding the reminder of due invoicing (so-called penalty or administrative fee), in the following amount: (i.) EUR 10,00 in the case of the 1st issued reminder for the due invoice; (ii.) EUR 20,00 in the case of the 2nd issued reminder for a due invoice; (iii.) EUR 30,00 in the case of the 3rd issued reminder for a due invoice and (iv.) EUR 40, 00 in the case of the 4th i issued reminder for a due invoice or for any subsequent invoice reminder issued.

If an invoice is to be issued in EUR currency, the exchange rate from quoted currency to EUR is taken from Slovenská Sporiteľňa a.s. current exchange list.

If there are no objections raised against content and charges on your invoice within 14 days from the date of issuing, we consider the invoice accepted by you in full extent.

If we issue transit T1 document, you will be held responsible for all possible penalties caused by failed delivery, late delivery of the goods to the customs house (as per issued T1 doc) or incorrect consignment of basic documents for customs procedure according to Tariff Act 199/2004 and Act of VAT 222/2004.

If we arrange customs clearance of your goods, you are obliged to pay the customs debt directly to customs bank account within 10 days from the date of issuing. Otherwise, you will bear all custom penalties for delayed payments.

Dear Customer, if in your order for goods transport there is mention of the value of the goods, we would like to draw your attention to the fact that our services are realized solely on the basis of the applicable limitations of liability under the relevant provisions of transport law.

Ocean or house bills of lading dispatched to the shipper are considered duly delivered at the time of dispatch and the risk of loss or delay of such documents in transit shall be borne by the shipper.

To secure any of our financial receivables, we have a retention right on the transported goods, which will be executed by us in the event that any invoice issued by us becomes due (in the sense of due date according to these GTC) and you are late with paying. For the purposes of exercising the right of retention, the consignment is considered "to be held by the forwarder" from the moment it is accepted for transport until it is handed over to the recipient.

cargo-partner shall not be liable for any delays or other negative consequences which may arise as a result of the COVID-19 pandemic. Governmental instructions/restrictions may impact the feasibility of transport orders by rail and road. There is a potential risk of confiscation of medical protective equipment as per individual countries' jurisdiction, the situation could change quickly and without notice. Blockades of roads/border stations/closures of gateways may cause delays in delivery and result in additional costs like container and truck demurrage, storage costs or others. Any such additional cost must be paid by the principal/cargo owner. cargo-partner will take all measures within its capacity to ensure a steady flow of goods and keep its customers' supply chains up and running.

Due to the current situation in Ukraine and Russia there may be short-term flight cancellations and/or rate increases. Airfreight Rates, Security Surcharges and Fuel Surcharge reflect current levels and are subject to change.

Specific terms relating to international road transports

Requirements for transported goods: Must be safe commercial goods, suitably and securely packaged for handling and transport on pallets. No dangerous goods falling under the limitation set in the ADR regulations are permitted. The value of the transported goods must not exceed 199.000 €. Some commodities such as end consumer electronics, alcohol, tobacco, pharmaceuticals, etc. are subject to prior approval of the shipment and the quotation may vary if the nature of goods will not be exactly specified in your inquiry.

The transport price includes: Transport and toll charges, standard insurance coverage based on the insurance coverage of the carrier for domestic transport; or in the international transport, according to the CMR Convention (8.33 XDR / kg of goods); unloading of goods for a maximum of 2 hours, delivery by lorry truck.

The price does not include: VAT; customs duties; vehicle with hydraulic platform; replacement of pallets or packaging material; handling of goods by the driver during loading or unloading of goods; vis major and other costs not caused by our party or the carrier; unloading of goods exceeding 2 hours.

In accordance with intermodal transport, above mentioned provisions are effective, as well as further provisions:

The transportation price includes demurrage charges in total duration of 4 hours in connection with customs clearance and offload. In case the abovementioned period of time is exceeded, demurrage charge of 40,00 EUR / hour (each started hour) will be applied, up to a maximum total fee of 300,00 EUR / day.

We reserve the right to charge demurrage charge also in case the customs duties arise in connection with customs clearance (provided in coordination with cargo – partner SR, s.r.o.) for reasons beyond our control - e.g. duration of customs clearance by the respective customs authority, incompleteness of documents, alternation or amendment of documents etc.

Specific terms relating to ocean freights

In addition, the following specifications apply to ocean freights in the USA:

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.

Special remark related to the armed conflict between Russia and Ukraine

Our company can only offer transport services under considerable restrictions. Customer commissioned the execution of the transport in full awareness of the risks within that region may entail for the goods, but also for the executing carrier. Customer is aware that these transports are passing through the territory of the Russian Federation (Russia, Belarus, Kazakhstan).

Customer expressly release our company and its affiliates from any liability for any loss, damage or any kind of financial consequences which are (also remotely) related to or caused by the armed conflicts in that region, effecting these transport operations or any contractual obligations in particular damage, loss, seizure of the goods, as well as late delivery and damage/liabilities resulting from customs clearance applications.

Customer shall fully indemnify our company against all costs, including the costs of a possible legal prosecution, legal defense and / or any further damages incurred by our company in relation to the such transport orders effected by such armed conflicts. This also includes possible claims by third parties, such as the consignees, which the latter may assert against our company. Customer to reimburse our company for any additional costs incurred as a result of any necessary changes to the transport processes as a result of the Ukraine/Russia conflict. For every case the ordered service can't be executed due to the effects of the conflict, despite our company's utmost efforts, we herewith agree with such changes which our company might decide for at any time and in his own discretion, which might include, but is not limited to rerouting of accepted rail cargo to ocean freight etc.

Customer assure and ensure that at the time of the transport order and loading of the goods the transport ordered does not violate any corresponding sanction, embargo or similar regulations. Failing to comply with this obligation, customer shall further indemnify our company upon first demand, against all consequences, in particular governmental and official measures, fines and penalties, claims for damages by third parties.

Customer expressly agree, that our company shall be waived of any liabilities in case the goods are confiscated or the country borders to be crossed are closed by local orders, blockades of railway stations or transshipment facilities.

Our company will try it's reasonable endeavor to limit or mitigate the effect of such events.

www.cargo-partner.com/services

We look forward to our future cooperation.

Are you aware of our further services for air, ocean, rail, road transport and integrated logistics?

Get to know the advantages of our interactive Internet communication and tracking system S.P.O.T.
www.cargo-partner.com/services



BE OUR WHISTLEBLOWER: If you are aware of any type of **wrongdoing, violations or illegal actions**, please report it via website [whistleblowing](#) or send the detailed description to e-mail: whistleblowing@cargo-partner.com

We encourage you to speak up because **WE TAKE IT PERSONALLY!**