

THE SENDER'S GENERAL TERMS AND CONDITIONS

of Royal logistics s.r.o., with registered office at Paričovská 2322/87, 075 01 Trebišov, Slovak Republic, Business ID No.: 47 464 828, VAT No.:SK2023894037

(The Sender's General Terms and Conditions (hereinafter referred to as the "Sender's GTC") are issued by Royal logistics s.r.o. with the purpose of modifying the rights and obligations of the Parties to the Agreement on the Transport of Goods (hereinafter referred to as "the Transport Agreement") entered into by Royal logistics s.r.o. with their registered office at Paričovská 2322/87, 075 01 Trebišov, Slovak Republic, Business ID No.: 47 464 828, registered in the Commercial Register of the District Court of Košice I, in dept. Ltd., insert No. 45789/V (hereinafter referred to as the "Sender") and an individual and legal entities that are entrepreneurs (hereinafter referred to as the "Carrier"). The Carrier carries out business for the conclusion and carrying out the Transport Agreement within their business activity. The subject of the Transport Agreement is to regulate the mutual rights and obligations of the Parties involved in the shipment.

By this Transport Agreement, the Carrier undertakes to transport the shipment from a specific location (loading location) to another designated location (unloading location) and the Sender agrees to pay for the transport (remittance).

Legal relations established by the Transport Agreement are governed by the Convention on the Transport Agreement for the International Carriage of Goods by Road (Minister of Foreign Affairs Decree No. 11/1975 Coll., hereinafter referred to as the "CMR Convention") if its scope is given in the meaning of Article 1 para. 1 to 4 of the CMR Convention and, in the alternative, Act No. 513/1991 Coll. of the Commercial Code, as amended (hereinafter referred to as the "Commercial Code") and these Sender's GTC. In cases where the CMR Convention provisions cannot be applied to the legal relationship established by the Transport Agreement, it is governed by the Commercial Code provisions, the Slovak Republic's other legal regulations and the Sender's GTC.

The Carrier is obliged to become familiar with the Sender's GTC prior to the Transport Agreement's conclusion. The Sender's GTC apply to all contractual relations between the Carrier and the Sender regarding shipment from the moment the Transport Agreement is concluded until total fulfilment of all the obligations that relate to the Parties from the concluded Transport Agreement. By concluding the Transport Agreement, i.e. order, the Carrier is bound by the Sender's GTC and agrees with them. When the order is confirmed, the Carrier is not entitled to add or otherwise make reservations or changes, these must be agreed separately in advance by the customer in writing. By accepting the order, the Carrier undertakes to transport the goods/item/consignment correctly and in a timely manner from the loading location to the unloading location according to the order's terms and conditions, according to the legislation and the CMR Convention.

Upon acceptance of the Sender's GTC, all legal relationships between the Parties will also be governed by the Sender's GTC in the future. The Carrier's Business Terms and Conditions only apply if the Sender expressly accepts that the Carrier's Business Terms and Conditions take precedence over the Sender's General Terms and Conditions in writing in the Transport Agreement. Otherwise, the Sender's GTC has priority over the Carrier's Business Terms and Conditions.

If the Sender's GTC provide a written form for a particular act, this is considered to be complied with even if the act is performed in electronic form.

- 1. Payment is to be done 60 days after recieving invoice with the original documents by post. Original documents+your invoice please send by post to Royal logistics s.r.o., Paričovská 2322/87, 075 01 Trebišov. Copy of documents please send by email to invoice@royal-logistics.eu. We ask the invoice and relevant documents to be sent within 7 BUSINESS DAYS following the completion of the carriage. Indicate our order number in your invoice. The invoice must be duly stamped and signed. We ask you to send the invoice along with the CMR sheet or with the consignment note or any other carriage-related documents. In case of carriages outside the EU, you are obliged to send us along with the abovementioned documents also confirmation of termination of T1, T2 or EX (EU) document, in case of carriage involving incoming and outgoing goods custom clearance. We consider the invoice to be valid if it has been received from the carrier to which we have sent the carriage order based on the contract of carriage. If the agreed carrier plans to issue the invoice under another name different from the agreed one then he is obliged to inform us about this fact immediately after receipt of the carriage order and subsequently send us the power of attorney as well.
- **2.** We ask you to confirm the order indicating the vehicle's plate number, in case of the deadline (express) carriage you are obliged to provide our operator also with the driver's phone number.
- **3.** Upon receipt of our order we ask you to send us copy of your actual CMR insurance, business license or extract from the commercial register for the current year.
- **4.** Accepting the order establishes the contractual relationship within the meaning of CMR, making the carrier to sustain all costs arising from breaching the contractual carriage conditions. Possible extra costs from our client will be re-invoiced to you in full amount. In this case we will charge you an administration fee amounting to 15 Eur.
- **5.** The freight insurance is on the carrier's charge in accordance with CMR. CMR insurance is to be covered by your company. If, based on one contract of carriage, the carrier is performing the carriage through other carriers then the agreed carrier is taking over the responsibility for the entire carriage.
- 6. Our employee is authorized to ask from the carrier copies of the documents evidencing delivery of the goods
- **7.** The price for carriage includes all additional fees, or waiting time up to 24 hours. Reimbursement for the waiting time can be claimed up to maximum amount of 150 € for each day provided that this information is stated in CMR or loading / unloading document. Laufzettel. The commencement of the loading / unloading wait times must be announced by the carrier / driver within 3 hours following arrival to the loading / unloading site.
- **8.** In case of complete or partial loadings, it is strictly prohibited to re-load the goods or to add goods other than the ones agreed in the carriage contract with our company.
- **9.** The driver is obliged to follow instructions regarding parking in the specified parking lots based on information from our employee in case this information is not included in transportation order.
- **10.** The sender has the right to dispose of the goods, in particular by asking the carrier to stop the goods in transit, to change the place at which delivery is to take place or to deliver the goods to a consignee other than the consignee indicated in the consignment note.
- **11.** In case of deadline (express) deliveries the carrier obliges itself to provide information on loading and unloading time by means of SMS or by phone call to an authorized person, with whom he concluded the carriage order, within 20 minutes following the arrival to the loading / unloading site at the latest. Otherwise the price for transportation is to be reduced by 30 € for each loading and unloading. Furthermore, the carrier is obliged to provide information on number of pieces and total weight of the goods loaded and once the unloading is finished also the name of the person who has taken over the delivery.
- **12**. In case of delayed arrival to loading / unloading site we ask the carrier / driver to provide immediately information to our employee. In the night hours the information is to be provided by means of SMS. In case of delay of deadline (express) deliveries contact by phone is required.
- **13.** In case of any problem or uncertainty the carrier shall inform our employee immediately on the phone number indicated in the transportation order. It is advisable to provide this information also to the driver.

- **14.** The carrier shall be liable for the total or partial loss of the goods and for damage thereto occurring between the time when he takes over the goods and the time of delivery, as well as for any delay in delivery. The authorized person can consider the goods to be lost having no further evidence if it has not been handed over within 4 days following the agreed delivery time. If the delivery time has not been specified then it is 4 days following the taking over of the goods by the carrier.
- **15.** In case damaged or missing goods are discovered at loading / unloading the carrier / driver is obliged to inform us immediately and to make record in the CMR and to get that confirmed at the loading /unloading site. We do not accept record in the CMR if we have not been informed about that in time when this has occurred or has been discovered.
- **16.** In case an insured event occurs the carrier is obliged to announce the event to the insurance company within 2 business days and to send us a copy of the announced insured event.
- **17.** In case the cargo fixing / additional material (protective corners, tie down straps, anti-slip pads) has been taken over at the loading, the driver is obliged to provide information prior to loading the goods. Possible late claims are not to be accepted. In such a case the carrier is to be charged by means of set-off for the full price for the received material + 15€ administration fee.
- **18.** If the carriage involving an exchange of pallets has been agreed, you are obliged to send us confirmation on their exchange after the transportation has been completed or pallets have been returned. If these pallets have not been returned to the destination within days accepted in order following the transportation then you are to be charged with amount of 15€ /pallet, 100€/gitterbox + 15€ administration fee. The carrier is obliged to announce by phone not acceptance of the full quantity of pallets at the loading / unloading due to their damage. Possible late claims are not to be accepted.
- **19.** Protection of the client forms also an important part of the transportation contract. The carrier herewith obliges himself not to address other clients. The fine for such a conduct is /can be up to 100,000.00 €. Furthermore, the carrier obliges himself not to contact the loading / unloading site for whatever reason; breach of this provision is to be solved by legal means.
- **20.** Payments are transmitted on Friday after 60 day period following the receipt of your invoice along with originals of documents
- **21.** Orders received confirm that your company meets all the requirements of the Act on the minimum wage in the country of loading, unloading and transit. In the case of non-compliance will be any additional costs incurred reinvoiced in full.

All provisions that directly or indirectly deviate from the Convention (Convention on the Contract for the International Carriage of Goods by Road) are void and legally ineffective.

These conditions come into force on January 01, 2013, and apply also to the transportations for which they have not

been sent.

We hope that you will carry out the transportation to the full satisfaction of our clients.