

RUN Pro, s.r.o., Jarošova 1, Bratislava - mestská časť Nové Mesto 831 03, Company ID: 50648250, VAT ID (SK): 2120402966, www.runprolog.sk

General Freight Forwarding Conditions of RUN Pro, s.r.o.

Article 1

Subject - matter and purpose, scope of application

- 1.1 These General Freight Forwarding Conditions (hereinafter referred to as **GFFC**) of the company RUN Pro, s.r.o., with its registered office at Jarošova 1, Bratislava - mestská časť Nové Mesto 831 03, Slovak Republic, Company ID No.: 50648250, VAT ID No. (SK): 2120402966, www.runprolog.sk (hereinafter referred to as **RUN Pro, s.r.o.**) are issued pursuant to Section 273(1) and (2) of the Commercial Code of the Slovak Republic (hereinafter referred to as the **CoC**) and were prepared based on the General Freight Forwarding Conditions of the Association of Logistics and Freight Forwarding of the Slovak Republic in the version in force on the date of issuance of these GFFC. Their purpose is to further specify and supplement parts of the provisions of the contract of freight forwarding concluded with RUN Pro, s.r.o.
- 1.2 These GFFC shall apply to commercial relations between Customers and RUN Pro, s.r.o. as the Freight Forwarder in the field of national and international freight forwarding, provided they become part of the contract of freight forwarding concluded with RUN Pro, s.r.o. Those parts of these GFFC which, according to their nature, relate only to international freight forwarding, shall not be applicable to national freight forwarding.
- 1.3 The provisions of the contract of freight forwarding with RUN Pro, s.r.o. that differ from these GFFC shall have priority over the wording of these GFFC. The provisions of the GFFC shall have priority over the provisions of the CoC and the Civil Code of the Slovak Republic (hereinafter referred to as **CC**), unless they conflict with their mandatory provisions or with the mandatory provisions of other legal regulations.
- 1.4 The Slovak version of the GFFC has priority over any translation thereof, unless otherwise agreed in the contract of freight forwarding with RUN Pro, s.r.o.
- 1.5 For the purposes of these GFFC:
 - **Freight Forwarder** means the company RUN Pro, s.r.o., an entrepreneur who holds relevant trade licenses authorizing him to do business in this field under the Trade Licensing Act; and in operating this activity, he undertakes in the contract of freight forwarding to procure for his Customer the transport of goods in his own name but on the Customer's account from a certain place to another certain place (§ 601 (1) CoC), whereby the Freight Forwarder may also undertake to procure, arrange or effect other auxiliary services connected with the transport, provided these services are within the scope of his business activities.
 - **Customer** means a person (legal or natural) who orders the procurement of the transport from the Freight Forwarder, or possibly also other auxiliary services in connection with the transport, and for this purpose concludes a contract of freight forwarding with the Freight Forwarder and, for other services, the respective further contracts.
 - **procurement of transport** means the procurement by the Freight Forwarder of the carrying out of transport with the Carrier on the basis of a contract of carriage concluded between the Freight Forwarder (as consignor) and the Carrier.
 - **Carrier** means an entrepreneur who under the contract of carriage has an obligation to the consignor to carry the consignment for remuneration from a certain place (the place of dispatch) to another place (the place of destination) and the Carrier actually performs the carriage of the goods.

- the Freight Forwarder becomes the **Customer's representative** as consignor if, under the mandate contract, he acts at the conclusion of the contract of carriage the Carrier in the name of the consignor. In this case the party to the contract of carriage as consignor will be the Customer, not the Freight Forwarder.
- the Freight Forwarder acts as **intermediary of transport**, when under a brokerage contract he undertakes for remuneration to engage in activities aimed at enabling his Customer to conclude with a certain Carrier the contract of carriage himself and in his own name (§ 642 et seq. CoC).

Article 2

Process of conclusion, creation and form of the contract of freight forwarding

- 2.1 The rights and obligations of the Freight Forwarder arise first of all on the basis of a contract of freight forwarding. Under a contract of freight forwarding the Freight Forwarder undertakes to procure for the Customer the transport of goods (the consignment) in his own name but on the Customer's account from a certain place to another certain place, and the Customer undertakes to pay remuneration to the Freight Forwarder (§ 601 (1) CoC).
- 2.2 Formation and coming into existence of the contract of freight forwarding are governed by the provisions of § 43 - 51 CC and § 269 - 275 CoC. For the creation of the contract of freight forwarding timely and unconditional acceptance of the offer to conclude the contract, is required. Acceptance of an offer which contains amendments, reservations, limitations or other changes is considered as rejection of the offer, representing a new offer which must be accepted in order to create the contract. Also regarded as an offer to conclude the contract is an offer designated as "forwarding order", or "order of forwarding services". The offer to conclude the contract is usually made by the Customer; however, the initiative may also come from the Freight Forwarder. The offer must be definite and addressed to a specific addressee. It must precisely specify the services to be procured by the Freight Forwarder, especially the procurement of a specific transport; it must be addressed to the Freight Forwarder.
- 2.3 Unless otherwise agreed by the parties, under these GFFC, a written form is required for the validity of the contract of freight forwarding. Written form must be observed for the legal acts creating the contract, that is for the offer and its acceptance. The contract is considered to be in writing when it is written in a document forming a single technical unit, or when parties make their declarations of intent by exchange of documents, by correspondence or by electronic means. Silence or inactivity alone on the part of the addressee of the offer doesnot constitute acceptance.
- 2.4 For the avoidance of doubt, any provisions in the contract of freight forwarding with the Freight Forwarder that differ from these GFFC shall have priority over the provisions of these GFFC, including with respect to the conclusion, formation, and form of the contract of freight forwarding with the Freight Forwarder.

Article 3

Forwarding order

Legal nature and function

- 3.1 The forwarding order can represent an offer to conclude a contract of freight forwarding made by the Customer to the Freight Forwarder. The contract of freight forwarding is created by its unconditional acceptance.
- 3.2 The forwarding order issued by the Customer at the request of the Freight Forwarder for the purpose of confirmation of the existence and contents of the contract of freight forwarding,

which does not have a written form, is applicable in the case, when the parties waived the requirement of the written form for the contract (§ 601 (2) CoC).

Article 4

Cooperation of the parties to the contract of freight forwarding

- 4.1 The Customer and the Freight Forwarder are obliged to cooperate closely in the performance of the contract of freight forwarding. They must perform their obligations under the contract of freight forwarding duly and on time.
- 4.2 As long as the Customer is in delay with the performance of his obligations, the Freight Forwarder shall not be in delay, and vice versa.
- 4.3 The Freight Forwarder who under a reciprocal obligation must perform first (to conclude a contract of carriage with the Carrier), may refuse his performance, until he receives the reciprocal performance or a security for this performance (payment of the remuneration), provided the performance of the Customer is threatened by circumstances, of which the Freight Forwarder had no knowledge when entering into the contract of freight forwarding.

Article 5

Basic obligations and rights of the Freight Forwarder

- 5.1 The Freight Forwarder is obliged:
 - 5.1.1 to procure for the Customer the agreed transport of goods in his own name but on the Customer's account from the designated place of dispatch to the specified place of destination; at the request of the Customer, he is bound to issue to him a confirmation of receipt of the consignment, the carriage of which he has to procure;
 - 5.1.2 to take delivery of the consignment from the Carrier at the agreed place, to take the stored consignment from the warehouse-keeper, if he is entrusted with these tasks within the framework of the contract of freight forwarding;
 - 5.1.3 to perform his duties arising out of the contract of freight forwarding with professional diligence, taking care to satisfy the interests of the Customer in a high-quality and economical manner;
 - 5.1.4 within the framework of the contract of freight forwarding to fulfill the instructions of the Customer; in fulfilling them he is bound to protect the Customer's interests which include especially:
 - the duty to warn the Customer of any obvious incorrectness of his instruction;
 - in case of danger of delay to proceed even without such instructions to protect - as much as possible – the Customer's interests (which are known to the Freight Forwarder);
 - 5.1.5 to take care of things (goods), entrusted to him by the Customer, as well as of things taken by him for the Customer, or of cash collected for the Customer on delivery of the goods or by other act of collection;
 - 5.1.6 to ascertain or secure inspection of the quantity of goods delivered to the Carrier, or taken from the Carrier, provided always that it was agreed with the Customer;
 - 5.1.7 to insure the consignment against dangers during the transport, if it is agreed in the contract of freight forwarding; the contract of insurance shall be concluded by the Freight Forwarder either in his own name and on the account of the Customer, or in the name of the Customer;

- 5.1.8 to inform the Customer without delay, as soon as he learns of it, of any damage threatening the consignment or already caused to it;
 - 5.1.9 for the needs of the Customer to keep for a reasonable or agreed period of time, while maintaining confidentiality, documents acquired during performance of the contract of freight forwarding.
- 5.2 The Freight Forwarder has the right:
- 5.2.1 to demand a written order for the procurement of the transport (forwarding order), if the contract of freight forwarding is not made in writing (§ 601 (2) CoC);
 - 5.2.2 unless otherwise agreed, to organise the transport, including its mode and choice of the Carrier;
 - 5.2.3 to demand from the Customer a reasonable advance to cover costs connected with the performance of the contract of freight forwarding;
 - 5.2.4 to demand payment of the agreed rate remuneration or, if it is not agreed, remuneration according to the Freight Forwarder's rates valid at the time the contract of freight forwarding was concluded. If the Freight Forwarder's rates are not available, then the customary remuneration at the time the contract was concluded;
 - 5.2.5 to demand compensation for necessary and useful costs incurred by him in connection with the performance of the contract of freight forwarding; in addition, to request also compensation of expenses which were usefully incurred in performing his obligation;
 - 5.2.6 to ask the Customer to correct the incorrect or to supplement the incomplete instructions and at the same time to request correct data about the contents of the consignment and its nature;
 - 5.2.7 to demand an express order for the insurance of the consignment and for the specification concerning the kind of insurance;
 - 5.2.8 to demand express order for the collection of cash on delivery from the consignee or for another act of collection;
 - 5.2.9 to effect the transport himself, unless this is contrary to the contract or the Customer prohibits it before the commencement of the transport (right of self-entry, § 605 (1) CoC);
 - 5.2.10 to use another freight forwarder (the intermediate freight forwarder) for procurement of the transport; in such a case he shall be liable to the Customer as if he procured the transport himself;
 - 5.2.11 to deviate from the instructions of the Customer in order to protect the Customer's interests, especially when the danger of delay arises; and
 - 5.2.12 to withdraw from the contract of freight forwarding in the event of a material breach by the Customer.

Article 6

Basic obligations and rights of the Customer

- 6.1 The Customer is obliged:
- 6.1.1 to give to the Freight Forwarder a written forwarding order, if the contract of freight forwarding is not in writing and the Freight Forwarder so requests;
 - 6.1.2 if the consignment is under imminent threat of substantial damage, to give the Freight Forwarder immediately, upon his request, the necessary instructions in written form; otherwise the Freight Forwarder is entitled to sell the consignment;

- 6.1.3 to provide the Freight Forwarder with correct data about the contents of the consignment and its nature, as well as with other facts required for the conclusion of the contract of carriage, especially the following: kind and quantity of the goods, marks and signs, mode of packing, dimensions and weight of individual pieces, information whether the goods are dangerous in the sense of the ADR, RID Agreements, and the like; to inform the Freight Forwarder in time about rules of public law (import and export licenses, transit licenses, rules concerning customs and the like), unless they must be known to the Freight Forwarder;
- 6.1.4 to pay the Freight Forwarder in time the agreed remuneration; if remuneration is not agreed, then remuneration in accordance with the Freight Forwarder's rates valid at the time of the conclusion of the contract of freight forwarding; if the Freight Forwarder's rates are not available, then the Customer is bound to pay the customary remuneration at the time of the conclusion of the contract;
- 6.1.5 at the request of the Freight Forwarder to provide him with a reasonable advance to cover costs connected with the performance of his obligation;
- 6.1.6 to compensate the Freight Forwarder in time for necessary, useful and expediently incurred costs and to pay the Freight Forwarder the remuneration and compensate him for the costs arising in the course of the return transport of the goods, if the consignee refuses to take delivery of the consignment. In this case the amount of remuneration will be the same as in the case of transport to the consignee. The Customer's duty is similar in the case, when he revokes with the Freight Forwarder the execution of the agreed collection of cash on delivery or another act of collection, or when the collection of the respective amount, in spite of the Freight Forwarder's efforts, will not be effected and the consignment must be sent back;
- 6.1.7 to compensate the Freight Forwarder in full for any damage and additional costs incurred on account of the provision of incorrect or incomplete data about the contents of the consignment and its nature, as well as about other facts required for the conclusion of the contract of carriage, if the damage and additional costs have been incurred on account of provision of incorrect or incomplete data;
- 6.1.8 to give the Freight Forwarder an express order for the insurance of the consignment, if he wishes its insurance and the insurance is not agreed in the contract of freight forwarding;
- 6.1.9 to prohibit the Freight Forwarder from exercising the right of self-entry, if the Customer does not wish the Freight Forwarder to effect the transport himself, which he has otherwise only to procure;
- 6.1.10 to load (or unload) a truck within 3 hours from the vehicle's arrival at the place of loading (or unloading) and the driver's notification that the vehicle is ready for loading (or unloading); after expiry of this time period, the Freight Forwarder has the right to charge a contractual penalty of EUR 50 for each hour or portion thereof until the vehicle is fully loaded (or unloaded), up to a maximum of EUR 500 per day; and
- 6.1.11 to pay the Freight Forwarder a cancellation fee if the Customer cancels or otherwise terminates the transport or the order to arrange the transport in the following amount (if more than one of these applies, the higher of the stated amounts shall apply):
- 30% of the agreed remuneration of the Freight Forwarder if the Customer cancels or otherwise terminates the transport less than 24 hours before the scheduled start of transport;
 - 50% of the remuneration of the Freight Forwarder if the Customer cancels or otherwise terminates the transport on the scheduled day of loading the goods (items); or
 - 100% of the remuneration of the Freight Forwarder if the Customer cancels or otherwise terminates the transport upon or after the arrival of the vehicle for the transport.

6.2 The Customer has a right:

- 6.2.1 to request procurement of the transport from the Freight Forwarder in accordance with the terms of the contract of freight forwarding and these GFFC;
- 6.2.2 to give the Freight Forwarder in the framework of the contract of freight forwarding more detailed instructions with regard to the mode, kind and route of transport and the designation of the consignee;
- 6.2.3 to give the Freight Forwarder instruction to arrange stoppage of transportation performed by the Carrier and demand return of the consignment, provided the consignee has not yet taken its delivery, or the right of disposal over the consignment has not been ceded to a person to whom the Freight Forwarder is not authorized to give instructions;
- 6.2.4 to request from the Freight Forwarder other auxiliary services connected with the procurement or execution of the transport, so far as they are agreed in the contract of freight forwarding or separately and
- 6.2.5 to withdraw from the contract of freight forwarding in case of its material breach by the Freight Forwarder.

Article 7

The Freight Forwarder's liability for damage and its extent

- 7.1 The Freight Forwarder who breaches his obligation arising out of the contract of freight forwarding, other commercial contract or any other obligation, or breaches another non-contractual duty stated in the CoC, shall compensate the damage thus caused to the other party, unless he proves that the said breach was caused by circumstances excluding liability (§ 373, 374 and 757 of the CoC; article 9 of the GFFC). The breach of the obligation by the Freight Forwarder, the existence of damage and the link of causation between the breach of the obligation and the damage thus caused must be proven by the party who suffered the damage (the Customer). The Freight Forwarder must prove the existence of a circumstance excluding liability.
- 7.2 If the Freight Forwarder is liable for damage, his duty to compensate it is limited as follows:
 - 7.2.1 In the event of damage which occurred on the consignment during carriage by means of transport or during handling operations connected with carriage (at loading, trans-loading, unloading), the amount of damage is limited to 8.33 XDR per 1 kg gross weight of the goods damaged, destroyed or lost; the maximum amount being 20,000 XDR per one case of damage.
 - 7.2.2 If the damage is caused by late delivery of the consignment, the Freight Forwarder's duty to compensate the damage is limited by the agreed amount of the freight charges.
 - 7.2.3 In case of storage the liability of the Freight Forwarder for the goods lost, damaged or destroyed is limited to the amount of:
 - 3.925 XDR per 1 kg of gross weight of the goods damaged, lost or destroyed; however, the maximum amount being:
 - 3,925 XDR for one case of damage (one consignment),
 - 19,625 XDR, if damage caused to the Customer consists of the difference between required and actual state of the stored inventory.
 - 7.2.4 In cases of other damage, the Freight Forwarder's duty to compensate the damage is limited to the amount of 20,000 XDR per one case of damage.

- 7.3 In case of a consignment of high value or in the case of special interest of the Customer in delivery, it is possible, in deviation from the provisions of point 7.2 of these GFFC, to agree in the contract of freight forwarding on a higher limit of the Freight Forwarder's liability.
- 7.4 Loss of profit and indirect damage shall not be compensated, unless point 7.5 applies.
- 7.5 If during the performance of the contract of freight forwarding the Freight Forwarder caused the damage intentionally, he shall be obliged to compensate it in full amount (that is without limitation, including loss of profit).

Article 8

The Customer's liability for damage and its extent

- 8.1 As regards the Customer's liability and its extent, the same principles of liability and the provisions of article 7, points 7.1, 7.4 and 7.5 of these GFFC, concerning the Freight Forwarder's liability, shall apply.
- 8.2 The provisions of article 7, points 7.2 and 7.3 of these GFFC shall not be applicable to the Customer's liability.

Article 9

Circumstances excluding the Freight Forwarder's and Customer's liability

- 9.1 Obstacles which meet all the requirements specified in § 374 of the CoC shall be deemed to be circumstances excluding the liability of the Freight Forwarder and the Customer for the breach of their contractual obligations.
- 9.2 The liability is not excluded by an obstacle which occurred during the time when the obliged party was already in delay with the performance of its obligation or arose out of its economic situation. Unless otherwise agreed by the parties, the non-granting of an official license (export, transit, import, exchange license) which should be applied for, shall not be regarded as circumstance excluding liability.
- 9.3 The obliged party must notify the other party without delay of the occurrence of the obstacle preventing it from performing its obligation.
- 9.4 The effects excluding liability are limited to the period of time during which exists the obstacle, with which such effects are connected. If the obstacle lasts longer than one month from the date by which the contractual obligation affected by the obstacle should have been performed (e.g. the procurement of transport, storage of goods, payment of advance for covering the costs, payment of remuneration), each of the parties to the contract of freight forwarding is entitled to withdraw from the contract, even if the obligation has been partially performed. In the case of withdrawal from the contract the Freight Forwarder has a claim for compensation of the costs already incurred by him and for payment of a proportional part of the remuneration. The Customer has a claim to demand return of part of the advance for costs, not spent until the withdrawal from the contract, and a claim for return of a proportional part of remuneration, if it was already paid in full amount at the conclusion of the contract.
- 9.5 The existence of an obstacle excluding liability must be proved by the party invoking this obstacle.

Article 10

Auxiliary services of the Freight Forwarder

- 10.1 The Freight Forwarder, in addition to arranging the transport of goods, often provides for the Customer other auxiliary and supplementary services connected with transportation. An agreement with the Customer is a prerequisite; it may be incorporated either directly into the contract of freight forwarding or in a separate agreement existing alongside the contract. To such services belong, for example, storage of goods, inspection of goods, insurance of consignments, collection acts, participation in customs proceedings. Some of them are regulated by special types of commercial contracts (e. g. contract of storage, inspection contract, insurance contract, contract of collection). If these contracts are included into one document together with the contract of freight forwarding, they constitute "mixed contracts".
- 10.2 So far as these GFFC regulate also auxiliary services, they shall be applicable regardless of the whether the agreement on such service is included into the contract of freight forwarding or exists alongside it. The Freight Forwarder may procure the auxiliary services in his own name and on the Customer's account, or he may arrange them in the Customer's name, or as his representative or effect them himself. The Freight Forwarder procures auxiliary services for remuneration which may be included in the total remuneration concerning the procurement of the transport of goods or may be determined separately.

Article 11

Storage of goods

- 11.1 If the Freight Forwarder, within the scope of his business activities, stores or arranges the storage of goods, this activity is governed by the following provisions:
- 11.1.1 The goods shall be stored in accordance with the Freight Forwarder 's choice, either in his own or in a third party's warehouse. If the Freight Forwarder stores the goods in a third party's warehouse, he shall notify the Customer (depositor) of the name of the warehouse-keeper and the place of storage.
- 11.1.2 The Customer is entitled himself to inspect the warehouse premises or he may have them inspected by another person. Objections and claims with regard to the condition of the warehouse or concerning the placing of goods therein, must be notified without delay. If the Customer does not exercise his right of inspection, he is deemed to have waived subsequent objections with regard to the kind and mode of placing of the goods, as far as the choice and placing of the goods were made by the Freight Forwarder with due diligence. The Customer may enter the warehouse only in the presence of the Freight Forwarder or the warehouse-keeper.
- 11.1.3 If the Customer during the storage handles the goods (e.g. taking samples), , the Freight Forwarder shall have the right to request that the number, weight and quality of the goods are to be ascertained in his presence. If this request is not met by the Customer, the Freight Forwarder shall not be liable for damages later ascertained, with the exception of cases when it is proven that there is no connection between the damage and such handling.
- 11.1.4 The Customer is liable for all damage caused by him, by his employees or by persons authorized by him on entering the warehouse to the Freight Forwarder, other warehouse-keepers or to third parties; he is also liable for damage caused by his defective goods to the Freight Forwarder, to other warehouse-keepers, as the case may be, depositors.
- 11.1.5 In the event of inventory differences concerning the stored goods of the same Customer, the Freight Forwarder may, where a shortage and a surplus occur at the same time, set off the shortage against the surplus by way of a net value balance of the stored inventory.
- 11.1.6 If the Freight Forwarder has justified doubts as to whether his claims against the Customer are secured by the value of the stored goods, he is entitled to determine for the Customer a

reasonable period, within which he must secure the Freight Forwarder's claims by other means. If the Customer does not fulfil the Freight Forwarder's request in the designated period, the Freight Forwarder is entitled to terminate the contract of storage with immediate effect or to withdraw from it.

- 11.2 As to other questions concerning the relation between the Freight Forwarder as warehouse-keeper and the Customer as depositor, the provisions of the CoC shall be applicable (§ 527-535).

Article 12

Invoicing and payment

- 12.1 The basis for settlement of the Freight Forwarder's claims is his invoice, which is payable within 15 days from its delivery to the Customer, unless otherwise agreed by the parties; it is assumed that the delivery of the invoice in domestic dealings takes 3 days, in international dealings 10 days.
- 12.2 The Customer is bound to settle the pecuniary obligation - the invoice at his own risk and costs on the Freight Forwarder's business (current) account in the bank designated in the invoice or in the contract of freight forwarding. A pecuniary obligation of the Customer paid through a bank shall be deemed performed when the paid sum is credited to the Freight Forwarder's bank account. If the pecuniary obligation is paid through the post, it is considered to be performed when the sent sum is paid to the Freight Forwarder. In the exceptional case of personal performance of the pecuniary obligation in cash, the Customer is bound to effect cash payment at his own risk and costs at the Freight Forwarder's seat.
- 12.3 If the Customer is in delay with the performance of his pecuniary obligation, he is bound to pay the Freight Forwarder for each day of delay late payment interest in the amount of 0,07% of the outstanding sum, however, at least in the amount of the interest rate applicable at the time of the Customer's delay.

Article 13

Securing of contractual obligations

13.1 Contractual penalty

In addition to the contractual penalties specified in these GFFC, the parties may also agree in the contract of freight forwarding on other contractual penalties for the purpose of securing their contractual obligations, which represent lump-sum (pre-estimated) compensation for damage.

The claim to pay a contractual penalty arises on the breach of the secured contractual obligation, notwithstanding the fact, whether the entitled party suffered damage or not. Agreement on contractual penalty requires written form, designation of the secured obligation and the amount of the penalty (in more detail see § 544-545 CC and § 300-302 CoC).

13.2 Right of retention

In order to secure all his claims against the Customer, the Freight Forwarder has a right of retention over the consignment, as long as the consignment is in the Freight Forwarder's possession. The right of retention is exercised by self-help retention of the item. The Freight Forwarder is obliged to inform the Customer about the retention without delay, at the latest within three days. The Freight Forwarder must look after the retained consignment and protect it from damage, destruction or loss. The

Customer is obliged to pay the costs of care and protection of the consignment. The item may be used only with the Customer's consent.

Article 14

Final provisions

14.1. Place of performance

It is required for the due performance of the obligations of the parties to the contract of freight forwarding that the obligation is performed at the Freight Forwarder's seat or with consent of the Freight Forwarder at his place of business to which the order or the forwarding order was addressed, unless it follows from the nature of the obligation that it may or must be performed at another place.

14.2. Withdrawal from contract

The contract of freight forwarding may be withdrawn from only in the cases stipulated in it, provided for by these GFFC, by the CoC (§ 344-354) or by other law. Unilateral withdrawal from the contract of freight forwarding without legal cause shall not be permitted. The parties to the contract may, however, agree on a withdrawal fee.

14.3. Limitation of rights

- 14.3.1. Rights against the Freight Forwarder and the Carrier, arising out of damage on transported goods and out of delayed delivery of the consignment, are subject to limitation on the expiration of one year. In case of rights arising out of the total destruction or of the loss of the consignment the limitation period begins to run from the day on which the consignment had to be delivered, in the case of other rights from the day when the consignment was delivered. For damage caused knowingly the general limitation period of four years shall apply.
- 14.3.2. For other rights of the Freight Forwarder and of the Customer, arising out of the contract of freight forwarding, the general limitation period of four years shall apply.
- 14.3.3. Further questions concerning the limitation of rights are regulated in § 387 - 408 of the CoC.

14.4. Governing substantive law

- 14.4.1. The contract of freight forwarding in the field of national freight forwarding is always governed by the Slovak law.
- 14.4.2. Also in the field of international freight forwarding the contract of freight forwarding shall be governed by the Slovak law, unless the parties to this contract have expressly chosen the law of another state.

14.5. Settlement of disputes

- 14.5.1. All disputes arising out of the contract of freight forwarding or in connection with it, including the question of its validity and termination, shall be settled, in the first place, by negotiation and agreement of the parties.
- 14.5.2. If no agreement is reached within 30 days, all disputes arising out of or in connection with contract of freight forwarding (including disputes regarding non-contractual claims) shall be resolved by arbitration in accordance with the Rules of Procedure of the Arbitration Court of the Slovak Bar Association. The number of arbitrators shall be 1 (in words: one) for disputes where the amount in dispute is up to EUR 20,000, or 3 (in words: three) in all other cases. In case of doubt, the number of arbitrators shall be deemed to be 3 (in words: three). In the event of a dispute where the number of arbitrators is 1 (in words: one), the parties to the dispute

shall authorize the Presidium of the Arbitration Court of the Slovak Bar Association to select an arbitrator on their behalf. The language of the arbitration proceedings is Slovak. The arbitration clause is governed by the law of the Slovak Republic.

If the decision on the merits of the case may depend on the assessment of facts requiring specialized knowledge and experience in the field of logistics, freight forwarding, including customs law, the arbitral tribunal may request an expert opinion from an expert in this field, who shall be proposed by the President of the Association of Logistics and Freight Forwarding of the Slovak Republic at the request of the arbitral tribunal. The arbitral tribunal shall give the parties the opportunity to comment on the selection of the expert. The provisions of the Rules of Procedure of the Arbitration Court of the Slovak Bar Association regarding the impartiality of experts shall apply *mutatis mutandis* to such an expert.

- 14.5.3. In the event that a contract of freight forwarding does not contain an arbitration clause but instead refers to the wording of the GFFC, the contract of freight forwarding and the related jurisdiction of the Arbitration Court of the Slovak Bar Association, with its registered office at Kolárska 4, 813 42 Bratislava, shall be deemed to be governed by the arbitration clause in paragraph 14.5.2 of these GFFC.

14.6. Validity and effectiveness

These GFFC shall enter into effect on 26.10.2026.