

**General Terms and Conditions for Transport Services**  
(hereinafter the „Terms“)

between:

**DHL Logistics (Slovakia), spol. s r.o.**

Dialničná 2, 903 01 Senec

Acting through: Piotr Okurowski – executive director

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Commercial Register of the District Court Bratislava I, section: Sro, file number: 5417/B  
(hereinafter the „DHL“)

**1. Scope**

- 1.1 These General Terms and Conditions for Carriage Services (hereinafter the "Terms") apply to all services provided to DHL Logistics (Slovakia), spol. s r.o., Supply Chain (DHL) for the transport of goods by internal road transport and international road transport (hereinafter the "Services") to a carrier (hereinafter the "Carrier"). These Terms and Conditions are and will be part of any contract between DHL and the Carrier (one-time - based on implied or confirmed order, or long-term) (hereinafter the "Contract"), and in the event of conflict, the provisions of the Terms shall prevail if the Contract does not specify that it deviates from the Terms by indicating specific provisions of the Terms that will not apply.
- 1.2 The application of the carrier's own standard terms and conditions, in particular any local conditions of freight forwarders such as ADSp, Fenex or RHA, is excluded.
- 1.3 In the case of international transport, the conditions laid down in the Contract of Carriage in International Road Freight (CMR) for cross-border transport shall apply to the extent that they cannot be amended by the provisions of the Contract or the Terms. In the case of domestic transport, the relevant provisions of the Commercial Code of the Slovak Republic shall apply to the extent that the legal relationship is not regulated by the Contract or the Terms and Conditions.
- 1.4 In the event that the applicability of any law is binding, these Terms shall be interpreted as close as possible in accordance with that law. Should any provision of these Terms and Conditions conflict with that legislation, these Terms and Conditions shall only be changed to the extent necessary to comply with this legislation.
- 1.5 Nothing herein shall constitute or be construed as constituting an association between the Parties.
- 1.6 Nothing in this Contract constitutes a power of attorney agreement between the Parties. The Carrier shall have no right or authority and may not take any action, enter into any contract, make any representations, provide any warranty, assume any liability or liability of any kind on behalf of DHL, whether or not in writing or implicitly or otherwise bind DHL in any way.
- 1.7 If any provision of these Terms or any part thereof becomes subject to a legal prohibition or is unlawful, invalid or unenforceable, this provision or part thereof will be separated to the extent necessary from these Terms and become ineffective to the extent possible without altering the remaining the provisions of these Terms and Conditions, and in no way affects any other circumstances applicable to these Terms or their validity. If necessary, DHL will propose a new provision or part of it that will replace the provision of these Terms or part thereof and that will, as much as possible, be in accordance with the meaning and purpose of the provision or part thereof that it is intended to replace.
- 1.8 These Terms and Conditions are written in the Slovak language and may be in another language version if necessary. In case of discrepancy between the Slovak version and another language version, the Slovak version shall prevail.

**2. Used vehicles**

- 2.1. The carrier shall only use vehicles that are in a technically good condition, clean and serviceable and on which repairs and maintenance are carried out at regular intervals in accordance with applicable regulations and / or at intervals recommended by the manufacturer. The loading area must be clean, odorless and waterproof. Only vehicles that comply with relevant standards, in particular European emission standards, will be used. Only double-sided rigid vehicles equipped with the required loading safety devices shall be used in order to permanently protect the goods from loss or damage, and in particular from unauthorized access.
- 2.2. The carrier is obliged to ensure that only fully refueled vehicles are ready for loading and is obliged to have the securing materials available to secure the load according to the type of goods transported.
- 2.3. Replacement of a vehicle confirmed by the Carrier with another vehicle is only permitted with prior written consent of the DHL employee who issued the order for the individual carriage (eg in case of technical failure, etc.).
- 2.4. During the provision of the Services, vehicles must be equipped with a communication device (car phone, mobile, etc.), which is always in stand-by mode; The carrier will notify DHL of the current phone numbers when the order is confirmed. The driver must be reachable by telephone at all times.

### **3. Obligations of the carrier (Loading, transit, arrival and landing)**

- 3.1. The Carrier is obliged to place the required type of vehicle, including the corresponding technical equipment (internal height of the semi-trailer, spacers, etc.) and other accessories for loading at the place and time specified in the Contract.
- 3.2. The carrier is obliged to check the goods for transport according to the CMR consignment note and the delivery note and the method of storing the goods on the vehicle. Any irregularity (damage, missing goods, difference in the quantity of goods loaded compared to the amount stated in the Contract, etc.) must be immediately reported by the Carrier to the DHL employee who issued the transport order, and it must also be stated on the CMR consignment note. If the Carrier's driver is not allowed to participate in the loading of the goods, the driver shall immediately notify the DHL employee who placed the order for that individual transport and record this fact (objection) on the original CMR consignment note for international shipment or on the consignment note for domestic transport. Such an objection must be formulated in a manner which does not give rise to doubts as to its substance, for example. 'Unacceptable for loading' or 'Unacceptable presence of driver at loading', etc., but not generic formulations such as 'Unavailable at loading' and the like.
- 3.3. The Carrier shall ensure that, after loading, the vehicle is immediately locked by the driver responsible for locking it and sealed by a third party and / or security service, unless the DHL client explicitly requests the vehicle to be sealed. The carrier is responsible for the safety of the loaded goods from the moment when loading is completed, the vehicle has been locked and sealed in specified cases. If, after loading, the driver is obliged to leave the vehicle at the place of loading, the Carrier shall ensure that the driver cooperates and follows the instructions of the safety personnel at the place of loading.
- 3.4. The carrier is obliged to ensure that the goods are received in time, within the agreed timeframe and at the place of loading, that they will be transported and delivered on time and without loss and damage to the consignee at the place of destination. They shall promptly notify the DHL employee who has placed an individual transport order of any obstacles concerning the acceptance, transport and delivery and of any delays that become apparent, and of any loss or damage to the goods and of any other disruption or danger to it, including as a result of an unavoidable event or force majeure, seeking to obtain instructions from a DHL employee who issued an individual transport order. In the event of an accident, fire or theft, the local police department must always be informed. In addition, it must be reported in writing in accordance with point 3.5 of this contract, appendix no. 3 within 12 hours of its occurrence, and documented in an official document (ie police report, photographs, CMR notes for international transport or consignment note for domestic transport, recipient's order, etc.)
- 3.5. In the event of damage claim or any insurance event, the Carrier shall provide DHL with all information regarding this event to the extent and in the manner specified in Appendix no. 2 Instructions for the Carrier in the event of a damage / insurance claim and Appendix no. 3 Damage Report as well as provide all other information requested by DHL to the extent, within the time limits and in the manner required by DHL.
- 3.6. The carrier is obliged to inform the DHL employee who issued the order for the individual transport immediately after the vehicle leaves the place of loading.
- 3.7. The Carrier is obliged to ensure that drivers comply with the reporting obligations under these Conditions and their amendments also in relation to the DHL Monitoring Center, if this obligation arises from individual provisions for the type of transport performed. The carrier is obliged to notify the driver individually of these reporting obligations.
- 3.8. The Carrier is obliged to order drivers after leaving the loading area, immediately to go to the destination of the transport. The Carrier is obliged to ensure that drivers do not park / stop the vehicle outside the car parks designated by the Carrier. The carrier is obliged to instruct the driver that in case of stopping or parking the vehicle, they must not move away from the vehicle, except for the personal need of the driver. The carrier must ensure that the driver always makes sure that the vehicle is locked.
- 3.9. The carrier shall be responsible for the integrity of the security seal / seal / customs rope throughout the entire period of carriage and may be removed only by the authorized unloading employee and is strictly prohibited from being removed by the driver, even if requested by the authorized unloading employee.
- 3.10. If the seal is tampered with by a police or customs representative for inspection purposes, the Carrier is obliged to provide a written declaration / confirmation of the customs / police about the breach of the seal and its reasons, and the Carrier shall immediately notify this in writing to DHL employee with the number of the new seal.

- 3.11. The carrier is obliged to check the integrity of the seal, the customs rope and the cargo area after each break in the course of the carriage. If he/she discovers a damaged seal, customs rope, or sail, he/she is obliged to report this fact immediately to the DHL employee who issued the order for the individual shipment together with the damaged seal number.
- 3.12. The carrier may not move or otherwise manipulate the goods after loading onto the vehicle without prior written consent of DHL employee.
- 3.13. The carrier is obliged to notify the DHL employee who issued the order for individual transport the arrival of the goods to the recipient, by telephone or SMS. If the consignee refuses to accept the consignment, the Carrier shall immediately contact the DHL employee who issued the order for the individual transport and is waiting for further instructions to be followed. It is strictly forbidden to unload the goods elsewhere without the prior written consent of DHL. Unloading takes place at the location of the consignee, the Carrier's driver must be present at the unloading. If the consignee does not allow the Carrier's driver to be present during unloading, the Carrier must promptly inform the DHL employee who issued the order for the individual carriage and await further instructions. In such a case, unloading cannot begin without the consent of DHL.
- 3.14. The Carrier shall comply with the safety instructions, safety rules and instructions as well as other DHL instructions and rules and the Carrier's obligations affecting the safety of transport and goods, failure to comply with which shall be considered a serious breach of the Carrier's obligations, gross negligence of the Carrier and and these Terms and Conditions and DHL shall be entitled to withdraw from any and / or all Carrier Contracts and / or these Terms and Conditions.

#### **4. Other obligations of the Carrier**

- 4.1. The Carrier shall act in accordance with all applicable legislation. The Carrier confirms that it has read and understood the Code of Conduct of the Deutsche Post DHL Group, which is in Appendix no. 1 of these Terms and Conditions and undertakes to comply with the rules set out in the relevant wording. At the request of DHL, the Carrier's employees will personally receive relevant vocational training. The Carrier agrees that DHL is entitled to carry out a Carrier's compliance audit if DHL reasonably believes that the Carrier has materially violated the Deutsche Post DHL Group Supplier Code of Conduct. The carrier also agrees to inspect a third party at Due Diligence at the request of DHL and to oblige it to comply with its obligations to the extent set out in the document annexed no. 4 of the Terms.
- 4.2. If the Carrier subcontracts the delivery of the Services or any part thereof, the Carrier shall continue to be liable to DHL as if the Carrier provided the Services itself. Any agreement under which the Carrier may subcontract the delivery of the Services or a part thereof shall not relieve the Carrier of its liability or any of its obligations under the terms of these Terms. Subcontracting in the third stage (ie subcontractor) is strictly prohibited. The carrier is not authorized to use transport exchanges, such as. Timocom, for the purpose of subcontracting orders.
- 4.3. Subcontracting (ie subcontractors) for the transport of high-value electronics and goods is strictly prohibited. Breach of this obligation shall be deemed to be deliberate action increasing the risk of causing damage and liability for damage, in the event of a loss event, shall apply under the CMR Convention under Article 29. i.e. in full.
- 4.4. Should the Carrier fail to comply with the agreed obligations, DHL shall be entitled to authorize a third party for the provision of the Services. The carrier shall reimburse DHL for any additional costs and damages. The additional costs incurred include, but are not limited to, the difference between the amount that DHL will pay to the new carrier and the amount for which the Services should have been provided by the Carrier and the reimbursement of all reasonable costs incurred by DHL in securing another carrier will be calculated by DHL.
- 4.5. The carrier guarantees that it has the necessary authorizations (eg authorization to carry out commercial road freight transport, Community license, authorization granted in a third country, CEMT authorization, Swiss license) in accordance with the relevant legislation. The carrier shall immediately inform DHL of the loss or refusal to grant the necessary authorization. In addition, at the request of DHL, the Carrier shall submit an extract from the business register that applies to it and / or evidence of its registration as an entrepreneur, as well as current extracts from the criminal record for the Carrier or the Company for its employees or subcontractors and their employees. The carrier warrants that the criminal records will not contain any criminal records.
- 4.6. The carrier shall, on its own behalf and on behalf of any subcontractor involved in the provision of the Services, guarantee that the Services will be provided in accordance with the provisions of the relevant legislation applicable to its employees, in particular the working time of drivers (social security rules) ) and the applicable minimum wage legislation. The Carrier warrants on its behalf and on behalf of any subcontractor involved in the provision of the Services that:
  - 4.6.1. all employees involved in the provision of the Services will receive wages and allowances in the proper and legal amount in accordance with the applicable legislation and the relevant provisions of the collective agreements for the categories to which they belong;
  - 4.6.2. they have not been sanctioned by a public authority or court in the past as a result of a breach of their obligations to pay salaries and allowances;
  - 4.6.3. in this context, they have never been excluded from public contracts.
  - 4.6.1. the carrier shall also conclude contracts with its subcontractors with the same or at least analogous provisions and shall pay them a remuneration enabling them to pay their employees a minimum wage.
  - 4.6.4. at any time allows DHL to check compliance with all provisions of applicable law. These checks may be performed either by DHL or by a third party on behalf of DHL. The carrier will assist in these checks and will work closely with DHL or a third party appointed by DHL. Upon request, the carrier shall provide written evidence of compliance with all provisions of the relevant legislation. If, as a

result of the requirements imposed by DHL, the Carrier risks not complying with these obligations, in particular in regards to driving time and rest periods, they shall immediately inform DHL in writing.

- 4.7. The Carrier shall strictly comply with the relevant provisions on the transport of dangerous goods. Where dangerous goods need to be transported, only personnel and vehicles shall be used that are ADR certified or equipped for the carriage of dangerous goods in accordance with the regulations on the transport of dangerous goods by road and rail (GGVSE). If necessary, the carrier shall ensure that the persons concerned wear protective clothing.
- 4.8. For the purposes of providing the Services, the Carrier shall use only employees with the necessary knowledge and skills who are sufficiently reliable. It will train its staff on a regular basis, in particular regarding the transport of the necessary documents and compliance with the relevant legislation, while also informing them that illicit drug use is prohibited. It shall only employ persons who have the required driving license and whose extract from the criminal record does not contain any record. Persons who have been convicted in the past for offenses against property, in particular for theft, embezzlement and robbery, or for offenses in the transport sector, may under no circumstances be employed for the purpose of providing the Services. Employees must be polite when speaking with DHL customers and employees and have a command of the language of the country of origin and / or destination and / or the English language, if possible.
- 4.9. Upon request and without delay, the Carrier shall submit to DHL an up-to-date list of the names of its employees and the names of the subcontractors and their employees used, informing DHL of any changes to that list. DHL is authorized to store and use the data for contractually agreed purposes in accordance with the applicable privacy policy.
- 4.10. The Carrier shall authorize DHL and any third parties authorized by DHL to perform vehicle inspections at any time. The carrier shall issue appropriate general instructions to its employees. If deficiencies in the inspection of documents, vehicle or employees are found, DHL may refuse to load the vehicle and request the immediate replacement of an employee or vehicle that satisfies the terms of the Contract or withdraw from the Contract with immediate effect. The Carrier shall be liable for any damages incurred by DHL as a result of the breach of obligations under this paragraph.
- 4.11. The carrier shall acknowledge in writing receipt of the items provided to him by DHL (eg means of transport, handheld scanners, pallets and returnable packaging). The Carrier will carry or use these items solely for the purpose of providing the Services. The carrier shall make use of these devices which have been handed over to it when the way they need to be taken care of and will protect them against loss or damage. At any time, upon request, they will be returned to DHL immediately in perfect condition. The means of transport (removable structures, roll-up containers, pallets, etc.) shall be returned to DHL immediately after the termination of the relevant Services for which they have been used.
- 4.12. For the purposes of carriage with semi-trailers or removable structures, the Carrier will normally use its own equipment; DHL is not obliged to provide the Carrier with equipment. If DHL provides the Carrier with equipment, this will be for the sole purpose of providing Services to DHL. After the handover of the equipment, the Carrier must check that the equipment is in working and technically fit condition and that it is undamaged and provided with the necessary and valid documents and certificates. The carrier is obliged to inform DHL immediately of any irregularities. In case of damage to the equipment, the Carrier is obliged to record the damage and have it confirmed by the person who handed over the equipment in the transport documents (eg consignment note / CMR). The damage must also be notified to the DHL employee who issued the order for the individual transport before leaving. The carrier shall ensure that the equipment details indicated in the consignment note (swap body number / trailer registration number) match the equipment details provided. The carrier is obliged to report any irregularities to DHL without delay and wait for instructions. The Carrier is obliged to record these instructions in the consignment note with the specification of the equipment. In the event that the transport documents do not contain information on the equipment, the Carrier shall immediately contact the DHL employee who issued the individual transport order and inform the DHL employee who issued the individual transport order in writing or orally of the relevant removable structures and trailer registration number, stating the journey / loading number.

The Carrier undertakes to continuously monitor the equipment in use in order to ensure that it is operational and safe for operation. In particular, the following shall be checked during this monitoring: tire pressure, brakes and lights and all other functions necessary for the serviceability and safe operation. The Carrier is liable for any loss or damage to equipment that occurs between the time the Equipment is taken over by the Carrier and to the time the DHL equipment is returned. The carrier must use the equipment carefully and protect it from damage and loss using appropriate means (eg towbar). The carrier must return the equipment to the place of transport. The carrier must provide DHL with evidence that the goods have not been damaged (eg return document or shipping documents confirmed by the consignee).

- 4.13. The Carrier confirms that it will comply with all export control regulations and will not maintain any contacts with persons or organizations against whom restrictive measures against terrorism have been imposed or any other export-related sanctions.
- 4.14. The carrier is obliged to deliver the confirmed CMR consignment note for international shipment or the original certified delivery note for domestic shipment within three working days after unloading by fax or e-mail in scanned form to DHL by the consignee at the latest on the basis of which he / she will receive a confirmation of receipt.

## **5. Fees**

- 5.1. DHL will pay the agreed shipping charges, provided that in addition to the price of the shipping and related costs, the price of the transport under the Contract also includes:

- 5.1.1. All road and / or other similar taxes and charges, including parking fees, incurred by Carrier for transportation under the Contract and these Terms,

- 5.1.2. Agreed surcharge pursuant to article 24 of the CMR Convention in the case of international transport,

5.1.3. The cost of equipping the vehicles and ensuring the drivers are in compliance with all the conditions and performance of the carriage pursuant to these Terms and / or the Contract.

5.2. Settlement of shipping charges and remuneration is subject to:

5.2.1. By sending an invoice for performed transports for a period of 1 week, together with the original carrier of the confirmed transport order and the original of the consignee confirmed CMR consignment note or the original of the consignee certified CMR consignment note and the original of the consignee certified consignment note (delivery note), in case of international transport, and of the certified consignment note (delivery note) in the case of domestic transport. All returnable packaging must be returned, but no later than 15 days from the date the goods were delivered to the consignee.

5.2.2. The requirements of the clients regarding the confirmed documents and returnable packages mentioned in point 5.2.1 are specified in the transport orders.

5.2.3. DHL will ensure payment within a specific deadline according to the DHL payment calendar within 45 days from the fulfillment of the conditions specified in paragraphs 5.2.1 and 5.2.2.

5.3. DHL may authorize earlier payment to the Carrier (Skonto payment) only if the Carrier does not have fuel cards from DHL, under the following conditions:

5.3.1. The carrier shall deliver in person or by post all the documents referred to in points 5.2.1 and 5.2.2.

5.3.2. The invoice for the performed transport must include the price for the order, the calculation of the discount of -4% and the resulting amount without VAT already lower by 4% than stated in the relevant Contract. Payment within 7 days of receipt of invoice.

5.3.3. The invoice for the performed transport must include the price for the order, the calculation of the discount -2.5% and the resulting amount without VAT already lower by 2.5% than stated in the respective Contract. Payment within 14 days of receipt of invoice.

5.3.4. The invoice for the performed transport must include the price for the order, the calculation of the discount -1.5% and the resulting amount without VAT already lower by 1.5% than stated in the respective Contract. Payment within 21 days of receipt of invoice.

5.4. If the shipment is damaged, stolen or lost or the delivery is delayed, DHL shall be entitled to extend the due date of the obligations towards the Carrier up to the sum of the expected amount of damage up to the settlement of the loss event, but not more than 180 days.

5.5. If DHL cancels the transport order, within 4 hours prior to the required time of delivery of the vehicle for loading, by email, telephone or fax, the Contract shall be terminated from the outset without any penalty or other liability of DHL and without any Carrier's claims. Cancellation of less than 4 hours before the required time of loading the vehicle, the Contract is canceled from the beginning and the Carrier has the right to require from DHL a flat-rate damages in the amount of sum of the km that the vehicle had to pass to the loading location and the amount of 0,50 EUR, however no more than 100, - EUR per order.

5.6. Any claims of the Carrier for downtime are eligible if the loading time exceeds the agreed loading and unloading time and is more than twenty-four hours in the case of one loading / unloading, and the Carrier arrives at the agreed loading / unloading on time. The waiting time must be confirmed in writing by the consignor or consignee and the following applies: if the Carrier has waited for loading or unloading for more than 24 hours, he shall be entitled to a payment of 10 EUR per hour for every hour that exceeds 24 hours, maximum of 150 EUR per transport.

## **6. Client confidentiality and protection**

6.1. The Carrier undertakes and agrees at all times to maintain strict confidentiality about all DHL information and DHL customers that are confidential or secret, including information regarding forecasts, prices, discounts, handling costs, sales statistics, markets, stock data, customers, employees and technical operating and administrative systems (the "Confidential Information") of which it becomes aware in connection with the performance of the Contract and that it will not use or disclose this Confidential Information to any other person, company or non-Carrier Company group or their to the appropriate professional advisor, unless this is necessary and should be done in good faith with respect to his obligations under the Contract, provided that if any part of the Confidential Information is already known in the business violation and these provisions, or required to be provided by any law or court order, then in such cases the aforementioned confidentiality obligations with respect to such part of the Confidential Information shall cease to apply. Without limiting the general nature of the foregoing, the Carrier agrees not to use Confidential Information for its own commercial purposes unless it does so for the purpose of performing its obligations under the Contract.

6.2. The carrier has a duty of client protection in relation to DHL. It will not accept any instructions given directly or indirectly through third parties by DHL clients to whom it provides the Services and with which it comes into contact in connection with the provision of the Services, on the Railways and for Services (such as FLT) that represent the Services provided by the Carrier. Any contractual relationship between the Carrier and DHL clients existing prior to (i) the signing of the Contract or (ii) the planned or actual conclusion of the Contract shall not be affected by the obligations set forth in this paragraph 6.2 of the Terms. The Client Obligation shall terminate by (i) termination of the relevant business relationship between DHL and the Client; or (ii) six months after the termination or expiry of the Contract, whichever is the earlier.

6.3. The carrier acts as a DHL supplier. Direct contact between Carrier and DHL Customer is prohibited. If the initiator of the contact is a DHL customer, the Carrier is obliged to immediately inform DHL of this fact / offer in writing. In the event that the Carrier concludes a contract of carriage or forwarding contract with another DHL customer during the term of the Contract or within a period of one year from its termination, or on the basis of which the Carrier shall execute or accepts the obligation to carry out the transport for the customer DHL, DHL shall have the right to require the Carrier to pay a contractual penalty of 10,000 EUR for each individual breach of duty and / or is entitled to withdraw from the Contract and / or these Conditions.

## 7. Responsibility

- 7.1. The carrier acknowledges that DHL provides logistics services to its customers. In the event that the Carrier breaches the provisions of these Terms or otherwise causes loss, damage or delay, or causes loss, damage or delay, it is likely that DHL itself will suffer loss or be liable under the contracts it has concluded with its customers.
- 7.2. The Carrier agrees to indemnify DHL for any claims and losses of any nature claimed or caused by or arising from or in connection with the Services, regardless of whether they have been claimed against or caused by DHL within any contracts with its customers or otherwise.
- 7.3. If, as a result of loss, damage or any other deterioration of the Goods transported by the Carrier, or any part thereof, damage arises, the liability relationship shall apply:
- the provisions of the CMR Convention in the case of international carriage
  - in the case of domestic transport, the relevant provisions of the Commercial Code of the Slovak Republic.
- 7.4. In addition to the Carrier's liability under paragraphs 7.2 and 7.3, the Carrier shall indemnify DHL for any costs incurred as a result of DHL's defense of any claims against DHL as a result of or in connection with the Services. For the purposes of this paragraph, costs also include any legal costs incurred by DHL and any third party that DHL is liable to pay or which DHL will reimburse to a reasonable extent.
- 7.5. If the goods are to be cleared, the Carrier is obliged to strictly follow the instructions of DHL. If DHL or a DHL customer incurs costs such as non-compliance with the Carrier's failure to comply with the instructions; customs penalties, increased customs clearance costs and others, the Carrier is obliged to pay these to DHL within 15 days from the date of delivery of the request for payment.
- 7.6. DHL has the right to request from the Carrier any other documents associated with the carriage required by third parties (eg, tax, customs, clients, etc.) and / or applicable generally binding legal regulations, and the Carrier is obliged to deliver such documents to DHL within 10 days of their request, or within a shorter period of time required by DHL by a third party.

## 8. Insurance and settlement of claims

- 8.1. The Carrier undertakes and agrees that:
- 8.2. take out and maintain in full and in force the following insurance:
- 8.2.1. Insurance of a carrier performing international road transport if it carries out international road transport during the entire period of effect, of the damage of € 250,000
- 8.2.2. For the transport of electronics, the Carrier must be insured at the same time for the whole term of the anti-theft Terms at the same amount as the CMR insurance specified in point 8.2.1.
- 8.2.3. In the case of domestic transport, he/she is obliged to have liability insurance for damages incurred in the performance of domestic road transport throughout the effective period of the Terms of damages up to:

Weight of vehicle (in tonnes):	from 0 to 1,4	from 1,5 to 3,9	from 4 to 6,4	from 6,5 to 12	from 12,1 to 24
Scope of insurance benefits:	15 000 €	25 000 €	40 000 €	60 000 €	80 000 €

- 8.2.4. employer liability insurance required in accordance with applicable law in the jurisdiction in which the Services are provided;
- 8.2.5. insurance of motor vehicles required in accordance with applicable law in the jurisdiction in which the Services are provided;
- 8.2.6. insurance against physical damage to non-owned trailers (accident insurance) for DHL equipment at the time when the Carrier is responsible, covering losses or damage to trailers, removable structures, containers, bodywork, etc. ;
- 8.2.7. comprehensive general liability insurance to cover the Carrier's legal liability for bodily harm to third parties and / or death of third parties (including DHL employees) or for damage to third party assets (including DHL assets);
- 8.2.8. Other insurance and insurance coverage values as specified in the appendices to these Terms and Conditions.
- 8.3. upon request of DHL, DHL shall submit copies of all policies referred to in paragraph 8.2.
- 8.4. promptly inform DHL of any substantial changes in the policies referred to in paragraph 8.2.
- 8.5. inform the relevant insurers of the policies referred to in paragraph 8.2. and on the full wording of the Contract.
- 8.6. The Carrier shall ensure that all claims for damages brought by DHL are processed promptly and that they are notified to the Carrier's insurer. The carrier shall inform DHL of the insurer's reference number.

## 9. Grounds for withdrawal

- 9.1. DHL shall be entitled to withdraw from the Contract in addition to the reasons set out in the Contract if:

- 9.1.1. The Carrier has significantly breached the Agreement,
- 9.1.2. The carrier has not fulfilled its legal or contractual obligations,
- 9.1.3. a petition for bankruptcy was filed against the Carrier;
- 9.1.4. a competitor of Deutsche Post AG or one of its related companies acquired direct or indirect control over the Carrier.

9.2. The withdrawal from the Contract must be in writing and shall take effect on the day of its delivery to the Carrier.

## **11. Other provisions**

- 11.1. It shall exclude the possibility of offsetting against any claims of DHL or the possibility of withholding the payment of such claims or the exercise by the Carrier of any lien on the goods or the lien on the goods.
- 11.2. The forwarding of the claim by the Carrier will become effective against DHL only if the Carrier informs DHL of the forwarding of the claim including all necessary information (order and creditor number, name, address, new creditor account number, amount, date on which the assignment entered into, etc.) and DHL agrees to the forwarding in writing.
- 11.3. Legal relations arising from these Terms and Conditions and / or Contract and relations in these Terms and / or Contract unadjusted and any disputes in case of domestic transport shall be settled in accordance with the Commercial Code of the Slovak Republic and in case of international transport shall be settled according to CMR Convention and generally binding legal regulations valid in the territory of the Slovak Republic.
- 11.4. In the cases expressly provided in these Conditions, the Carrier and Driver's reporting and disclosure obligations to DHL pursuant to these Conditions and / or the Agreement shall be carried out by the Carrier and / or Driver in the form set forth herein and / or the Contract (the contact details of the DHL employee are stated in the order) or the employee who represents him / her on the basis of a written notice from DHL. If these Terms and / or the Contract require compliance with the notification or information obligation to the DHL Monitoring Center, the Carrier and / or Driver shall comply with their obligation by notifying the DHL Monitoring Center contact details given in the Terms or in the Appendices to the Terms.
- 11.5. Unless otherwise provided in these Terms and Conditions and / or in the Contract, the documents under the Contract and / or these Terms and Conditions shall only be delivered to the address of the party specified in these Terms and Conditions. If the documents are to be delivered to another address of the contracting party, the contracting party that has changed the address stated in these Terms and Conditions shall immediately inform the other contracting party in writing. The Contracting Parties agree that documents delivered by post or courier to the address of the Contracting Party shall be deemed duly served on the date of receipt of the document by the person entitled to receive the documents. If the addressee fails to accept or refuses to accept the document, the document shall be deemed to have been duly served on the date of its return to the sender.
- 11.6. The provisions of these Terms and Conditions, including the Appendices and Appendices to the Contractual Penalty, shall not affect the claimant's full claim for damages.
- 11.7. The Carrier's claim in relation to excessive waiting for loading and / or unloading always constitutes a generalized claim for damages related thereto.
- 11.8. These Terms and Conditions shall enter into force by 1.8.2022 and effect on the date of publish 1.8.2022.
- 11.9. The following are an integral part of these General Terms and Conditions:
  - 1. Appendix no. 1: DPDHL Group Supplier Code of Conduct
  - 2. Appendix no. 2: Instructions for the Carrier in case of a damage / insurance claim
  - 3. Appendix no. 3: Damage report
  - 4. Appendix no. 4: DPDHL Due Dillignece Questionnaire

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