



GENERAL TERMS AND CONDITIONS FOR CARRIERS

(hereinafter "GTC")

by and between:

DHL Freight Slovakia s. r. o.

Galvániho 17/B

821 04 Bratislava

Acting through – Ľuboš Kutiš – Authorized Representative

Company ID: 53186931

Tax ID: 2121354785

VAT ID: SK2121354785

Commercial Register of the District Court Bratislava I, file ref. no.: 4147969/B

(hereinafter „**DHL**“)

and

Carrier

1 Basic provisions

- 1.1 These GTC constitute and shall constitute an integral part of the singular Contract (based on a impliedly accepted or confirmed order) or of the long-term contract (hereinafter jointly referred to as "**Contract**") entered into between DHL and the Carrier transporting the goods, with the exception of a Carrier that has a signed version of the GTC with DHL, in which case the wording of the written version of the GTC shall apply between DHL and Carrier in place of these GTC. Unless stipulated otherwise by the individual Contract, legal relations between DHL and Carrier shall be governed by the provisions of these GTC, with the exception of a Carrier that has a signed version of the GTC with DHL, in which case the wording of the written version of the GTC shall apply between DHL and Carrier in place of these GTC.
- 1.2 Carrier acts as a supplier to DHL. Direct contact between Carrier and the customer of DHL is prohibited. If the customer of DHL is the initiator of the contact, Carrier is obliged to inform DHL immediately in writing about this circumstance/offer. If during the force of this Contract or within 1 year from its termination Carrier enters into a contract of carriage or shipping contract or other contract with the DHL customer, based on which Carrier performs or makes the commitment to perform shipping for the DHL customer, or if it mediates this shipping directly with the DHL customer, DHL shall be entitled to demand payment of a contractual penalty from Carrier amounting to **EUR 10,000** for each individual breach of obligations and/or it shall be authorised to withdraw from the Contract and/or these GTC.
- 1.3 The shipped goods shall be products characterised as sensitive to shipment and handling, specified in more detail in the bill of lading or bill of lading CMR. Carrier shall be responsible for due professional care in respect of the handling of goods and the driving style of drivers, which will respect the aforementioned type/nature of transported goods. Carrier undertakes to perform the shipping using a vehicle in a technical condition satisfying applicable regulations and norms in the Slovak Republic and the transit countries, and which satisfies the conditions set out in these GTC. Carrier is obliged to equip all vehicles and persons using them to fulfil their obligations with documents required for due fulfilment of the Contract and these GTC. Carrier is obliged to use for shipping only vehicles that are equipped:
- with functional factory installed vehicle locking,
 - functional GPS equipment in the towing vehicle and/or semi-trailer, whereby the GPS system must function on the highest possible level,

which are stipulated in the List of vehicles, approved in writing by DHL (hereinafter "List of vehicles"). Carrier is obliged to inform DHL in writing about any technical changes and interventions to vehicles (foremost but not limited to, changes and interventions concerning installations and equipment set out in this item of the GTC and/or addenda to the GTC), which are to be carried out after the vehicle was approved in the List of vehicles, and to subsequently make the vehicle accessible at the request of DHL with the aim of reviewing the inclusion of the vehicle in the List of vehicles.

In the case of orders for full truckload shipping, Carrier may use the vehicle to transport only goods as per the DHL order. The transportation of any other type of goods and of other entities without the prior written consent of DHL is strictly prohibited.

Breach of obligations as per the provisions of this item of the GTC shall be regarded as serious breach of obligations of Carrier, whereby DHL shall be entitled to withdraw from any and/or all Contracts and/or the GTC, and/or be entitled to demand payment of a contractual penalty up to **EUR 1,000** for each individual breach of obligations.



- 1.4 Where the goods are to be subject to customs duty, Carrier is obliged to comply exactly with the instructions of DHL, whereby if failure to do so leads to the onset of a loss for DHL or the DHL customer, or if DHL or the DHL customer incurs costs in connection with failure of Carrier to comply with the instructions, such as customs penalties, increased customs charges and other, Carrier shall be obliged to settle these costs to DHL within 15 days from delivery of the payment demand.
- 1.5 At its own cost and risk, Carrier is to ensure that all shipping conducted for DHL is carried out in full compliance with the legal arrangements applicable in the Slovak Republic and the transit countries, foremost but not limited to Regulation (EC) No 561/2006 of the European Parliament and of the Council of 15 March 2006 on the harmonisation of certain social legislation relating to road transport, and amending Council Regulations (EEC) No 3821/85 and (EC) No 2135/98 and repealing Council Regulation (EEC) No 3820/85. Where this obligation is breached, Carrier is obliged to compensate all losses and costs that DHL and/or the DHL customer incur in connection with breach of this obligation.
- 1.6 Carrier is obliged to ensure a communication connection with its drivers at any given moment by way of a mobile telephone. Where this obligation is breached, DHL shall be entitled to withdraw from any and/or all Contracts and/or the GTC.

2 Shipping orders

- 2.1 DHL orders individual shipments by sending an order to Carrier by e-mail or fax, whereby the order, in addition to other general particulars, may also include concrete requirements specific to the transported goods. These include, for example, details about the requested exact time of arrival of the vehicle for loading, exact time of unloading of the goods at the consignee, or specification of vehicle equipment.
- 2.2 Carrier is obliged to confirm an order immediately in writing by sending a scan of the signed or confirmed order by Carrier either by fax or e-mail, no later than 1 hour from it being sent by DHL. The order confirmed by Carrier is to state also the registration plate number of the vehicle for forwarding, the driver's name, mobile telephone number to driver, or other identification data as per the requests of DHL.
- 2.3 By accepting the order, Carrier guarantees compliance to the requested delivery time of the goods to the consignee. Carrier declares and is liable for being able to ensure the term for delivering the goods to the consignee is met in line with the requirements of the GTC and Contracts.
- 2.4 DHL is authorised by way of a notice sent to Carrier by e-mail or fax, to cancel a sent order for a shipment or a Contract, under the following conditions:
 - 2.4.1 if DHL sends the cancellation to Carrier up to 4 hours before the requested time for arrival of the vehicle for loading, the Contract or order is cancelled from the outset without any sanctions or other liability for DHL, and void of any claims of Carrier.
 - 2.4.2 if DHL sends the cancellation to Carrier less than 4 hours before the requested time for arrival of the vehicle for loading, the Contract or order is cancelled from the outset and Carrier is entitled to request payment from DHL of fixed rate compensation of losses at the amount determined as the product of the total number of kilometers that the vehicle travelled for loading and the amount of EUR 0.50, with a maximum total of EUR 100 per order.
- 2.5 Carrier is not authorised to fulfil its undertaking from the Contract and/or these GTC by way of another freight carrier or third party, unless pre-agreed otherwise in writing with DHL.

3 Loading

- 3.1 Carrier is obliged to arrive with the requested type of vehicle, including corresponding technical equipment and other accessories for loading, at the place and time set out in the Contract.

Late arrival with the vehicle for loading or arrival with a vehicle that does not satisfy the specification set out in the Contract and/or the GTC, shall entitle DHL to request payment of a contractual penalty comprising the price of the respective shipping order. If this obligation is breached 3 times within the space of 30 days, DHL is authorised to withdraw from any and/or all Contracts and/or the GTC.
- 3.2 Carrier is obliged to ensure that only vehicles with full tanks arrive for loading and it is obliged to have equipment for securing the shipment according to the type of goods.
- 3.3 Carrier undertakes to use only dependable and irreproachable drivers and co-drivers for transporting shipments, who have no criminal record, with the same applicable to all its sub-contractors.
- 3.4 Carrier is obliged to check the goods for shipment according to the bill of lading CMR and the bill of delivery and how the shipment is loaded on the vehicle. Every shortcoming (damage, missing goods, or difference in loaded quantity

compared to the quantity given on the Contract and so on) must be reported by Carrier immediately to the employee of DHL who issued the specific shipment order, and stipulated also on the bill of lading CMR. If the participation of Carrier's driver in the loading is not enabled, **driver is obliged to report this fact immediately** to the employee of DHL who issued the specific shipment order **and to record this fact (reservation) in writing on the original bill of lading CMR in the case of international shipments or on the bill of lading in the case of domestic shipments**. This objection must be formulated in a way that does not create uncertainties about the basis of the objection, such as "Not admitted to the loading" or "Driver's presence not allowed at loading" etc., but not general formulations such as "Not present at loading" and so on.

- 3.5 Carrier is obliged to ensure that after loading the vehicle is immediately locked by the driver, who is responsible for locking the vehicle and the sealing of the vehicle by an independent third party and/or the security service, with the exception of cases where the DHL client explicitly does not request the vehicle to be sealed. Carrier is responsible for the security of the loaded goods from the moment the loading is complete, the vehicle is locked and in specified cases sealed. In cases where after loading the driver is obliged to leave and abandon the vehicle at the loading point, Carrier is obliged to ensure that the driver co-operates and fulfils the commands and instructions of the security personnel at the loading point.

Breach of obligations/any of them as per the provisions of this item of the GTC, is deemed serious breach of obligations of Carrier and gross negligence of Carrier, whereby DHL shall be entitled to withdraw from any and/or all Contracts and/or the GTC and/or entitled to request payment of a contractual penalty up to **EUR 1,000** for each individual breach of obligations.

- 3.6 Claims of Carrier in connection with excessive laytime for loading for reasons on the side of DHL or on the side of the DHL client are set out in the addenda to the GTC or in individual Contracts. Where the Contract or Addendum to the GTC does not contain an arrangement for claims in connection with excessive laytime for loading, the following shall apply: where Carrier waited on the loading longer than 24 hours, it is entitled to payment of demurrage of EUR 10 for each hour exceeding 24 hours, to a maximum of EUR 150 per shipment.
- 3.7 The replacement of the vehicle confirmed by Carrier with another vehicle is only admissible with the prior written consent of DHL (for example, due to a technical fault etc.).
- 3.8 Carrier is obliged to inform immediately the DHL employee who issued the individual shipment order about the departure of the vehicle from the loading point. Carrier is also obliged to enter the loading time into the FEC system (internet portal for recording the transport data, hereinafter "FEC") no later than the day of loading. Breach of this obligation shall entitle DHL to demand payment of a contractual penalty up to EUR 20 for each individual breach of obligations.

4 Transit

- 4.1 Carrier is responsible for the integrity of the security means / seal / **customs cable** for the whole period of shipping and only the authorised employee at the unloading point may remove this seal, whereby it is strictly prohibited for the driver to remove the seal, even when asked to do so by the authorised employee at the unloading point.
- 4.2 If a seal is broken by a police or customs officer for reasons of inspection, Carrier is obliged to procure a written statement/confirmation of the customs/police about the seal being broken and the reasons for it, and it is concurrently obliged to report this fact in writing immediately to the employee of DHL who issued the order for the specific shipment together with the seal number.
- 4.3 Carrier is obliged to check the integrity of seals, customs cables and the load area after each stop during shipping. If a broken seal, customs cable or tarpaulin is discovered, it is obliged to report this fact immediately to the employee of DHL who issued the individual shipping order, together with the number of the broken seal.
- 4.4 Carrier may not transfer the shipment to another vehicle or otherwise manipulate with the goods after they are loaded without the prior written consent of DHL.
- 4.5 Breach of obligations/any of them as per the provisions of this article of the GTC, is deemed serious breach of obligations of Carrier and gross negligence of Carrier, whereby DHL shall be entitled to withdraw from any and/or all Contracts and/or the GTC, and/or entitled to demand payment of a contractual penalty of up to **EUR 1,000** for each individual breach of obligations.

5 Arrival and unloading

- 5.1 Carrier is obliged to arrive with the vehicle at the consignee for unloading at the time set out in the Contract. Late arrival of the vehicle for unloading shall entitle DHL to request payment of a contractual penalty to the amount of the price of the respective carriage. If this obligation as per the first sentence of this item of the GTC is breached 3 times within the space of 30 days, DHL is authorised to withdraw from any and/or all Contracts and/or the GTC.

- 5.2 Carrier is obliged to notify the DHL employee who issued the individual shipping order by calling or sending an SMS about the arrival to the consignee for unloading. If consignee refuses to accept the consignment, Carrier shall immediately contact the DHL employee who issued the individual shipping order and await further instruction, which it is subsequently obliged to follow. Unloading the goods at another place without informing or without the prior consent of DHL is strictly prohibited. Unloading is done at the consignee, and Carrier's driver must be present at the unloading. If consignee does not allow Carrier's driver to be present at the unloading, it must urgently inform the DHL employee who issued the individual shipping order about this circumstance and await further instruction. In such cases, unloading may not commence without the consent of DHL. Failure to comply with the provisions of this item of the GTC shall be deemed serious breach of obligations of Carrier, whereby DHL shall be entitled to withdraw from any and/or all of the Contracts and /or the GTC and/or demand payment of a contractual penalty to the amount of the **price of the respective carriage** for each individual breach of obligations.
- 5.3 Claims of Carrier in connection with excessive laytime upon unloading for reasons on the side of DHL or the DHL client are set out in the addenda to GTC or in individual Contracts. Where the Contract or Addendum to the GTC does not contain an arrangement for claims in connection with excessive laytime for unloading, the following shall apply: if Carrier waits longer than 24 hours, it is entitled to payment for laytime of EUR 10 for each hour exceeding 24 hours, to a maximum of EUR 150 per shipment.
- 5.4 Carrier shall ensure that the consignee signs and stamps the bill of lading CMR in the case of international shipments and the bill of lading in the case of domestic shipments and that it completes it with the date of receiving the goods. If the consignee does not possess a stamp, Carrier is to ensure that the consignee includes their name and surname in legible form together with the signature. Any damages to goods or missing quantities must be specified in detail in respect of the quantity of goods and the type according to the bill of lading or bill of lading CMR and the bill of delivery: general comments are unacceptable (e.g. "signed under the condition of subsequent final checking" or "a detailed check was not possible"). In the event of any notes to the CMR in the case of international shipments or in the bill of lading in the case of domestic shipments, they must be signed for by the consignee and the driver in their own hand, whereby they are obliged to append their signatures where the note was inserted, and also obliged to state the date when the note was made.
- 5.5 Carrier is obliged to inform the DHL employee who issued the individual shipping order immediately by telephone or SMS about the completion of unloading. Carrier is also obliged to enter the loading time into the FEC system no later than the day of unloading. Breach of this obligation shall entitle DHL to demand payment of a contractual penalty up to EUR 20 for each individual breach of obligations.

6 Special cases

- 6.1 Carrier is to report, justify and document all delays and extraordinary events regarding the arrival of the vehicle, the loading, departure, forwarding time, in unloading and other extraordinary events occurring during carriage, immediately to the DHL employee who issued the individual shipping order. Breach of this obligation shall entitle DHL to demand payment of a contractual penalty up to **EUR 1,000** for each individual breach of obligations and/or entitle it to withdraw from any and/or all Contracts and/or the GTC.
- 6.2 Each shortcoming concerning the transported goods (damage, loss, missing goods, etc.) must be reported immediately to the DHL employee who issued the individual shipping order, and within 12 hours of it occurring it must be reported also in writing as per item 6.3 of the GTC and documented by an official document (e.g. police report, photographs, comments on the CMR in the case of international shipments and on the bill of lading in the case of domestic shipments, command of consignee and so on.). If Carrier fails to fulfil this obligation duly and on time, DHL shall be entitled to demand payment of a contractual penalty up to **50% of the agreed price for the respective carriage**. If the driver must continue onwards to the place of unloading, he must have at all times a loss and damages record or police report together with evidence (e.g. with photographs of the loss event).
- 6.3 In the event of a loss event or any insured event occurring, Carrier is obliged to provide DHL with all information about the incident to the scope and in the manner set down in Annex 2 to these GTC, "Instructions for Carrier regarding insured events" and also provide all other information that DHL requests, this to the scope and under the terms requested by DHL.

7 Proof of Delivery (POD)

- 7.1 Carrier is obliged:
- 7.1.1 within three business days at the latest from unloading, to deliver to DHL by fax or e-mail in scanned form, the bill of lading CMR in the case of international shipping and the bill of lading in the case of domestic shipping, confirmed by consignee. Carrier is also obliged to upload the bill of lading CMR in the case of international shipping and the bill of lading in the case of domestic shipping, confirmed by consignee into FEC system no later than seven working days after unloading. Breach of this obligation shall entitle DHL to demand payment of a contractual penalty up to EUR 20 for each individual breach of obligations.

- 7.1.2 to deliver the original of the bill of lading CMR in the case of international shipping and the original bill of lading in the case of domestic shipping, confirmed by the consignee, the original of the shipping order confirmed by Carrier and other documents on the shipment, to DHL by 15 days from unloading. Late fulfilment of the obligation as per the previous sentence shall extend the due term for payment of invoices by the period that Carrier is in delay and DHL is entitled to demand payment of a contractual penalty from Carrier up to EUR 200.

8 Price of shipping and payment terms

- 8.1 The price of shipping as per the Contract includes, in addition to the actual price of shipping and related costs, also:
- 8.1.1 all road and/or other similar taxes and fees, including fees for parking that Carrier incurs during transport as per the Contract and these GTC,
 - 8.1.2 the agreed surcharge as per Article 24 of the CMR convention, in the case of international shipping,
 - 8.1.3 expenses for equipping vehicles and securing drivers so that all conditions are satisfied and the shipping conducted in line with these GTC and/or the Contract.
- 8.2 Carrier shall send invoices (twofold) to DHL for completed shipments together with the original of the shipping order confirmed by Carrier by 15 days at the latest from when the goods are delivered to the consignee. DHL shall arrange payment at specific terms as per the DHL payment calendar, within 60 days from receipt of invoices, the original shipping order confirmed by Carrier and the original bill of lading CMR in the case of international shipping or original bill of lading in the case of domestic shipping, confirmed by the consignee. If the last day of the due term for an invoice falls on a work-free day or national holiday, DHL shall issue the payment order for the invoice for the nearest payment term as per the DHL payment calendar after the work-free day or national holiday.
- If the shipping as per the Contract is associated with the export or import of goods to/from third countries, pursuant to § 47 or § 48 of Act 222/2004 on Value Added Tax, as later amended, it is exempt of VAT, and Carrier is obliged to state this fact on the invoice.
- 8.3 DHL may agree to an earlier payment to Carrier (Discount payment) exclusively in the event that Carrier has no DKV fuel cards from DHL, under the following conditions:
- 8.3.1 Carrier delivers to the respective division of DHL, in person or by post, the original bill of lading CMR in the case of international shipments or the original bill of lading in the case of domestic shipments, confirmed by the consignee, the original shipping order confirmed by Carrier, and also original invoices (twofold) for the completed shipping.
 - 8.3.2 The invoice for completed shipping must **contain the price of transportation per order, calculation of sconto -4% and resulting amount excluding VAT** reduced by 4% as stated in the respective Contract. Payment is due by 7 days from delivery of invoice.
 - 8.3.3 The invoice for completed shipping must **contain the price of transportation per order, calculation of sconto -2,5% and resulting amount excluding VAT** reduced by 2,5% as stated in the respective Contract. Payment is due by 14 days from delivery of invoice.
 - 8.3.4 The invoice for completed shipping **must contain the price of transportation per order, calculation of sconto -1,5% and resulting amount excluding VAT** reduced by 1,5% as stated in the respective Contract. Payment is due by 21 days from delivery of invoice.
- 8.4 Invoices are payable on the due date as per item 8.2 of these GTC and concurrently under the condition that all particulars required by generally binding legal regulations are complied with, they contain the DHL order number and be appended by the bill of lading CMR in the case of international shipping and the bill of lading in the case of domestic shipping, confirmed by the consignee, for all billed shipments, appended by the signed original shipping order and other shipping documents.
- 8.5 Invoices that are not issued in line with these GTC and/or the Contract shall be returned to Carrier, whereby their due payable date as per 8.2 of these GTC shall start to lapse only once the delivered invoice is issued in line with the Contract and these GTC.
- If the lack of conformity between an issued invoice and the Contract or these GTC comprises solely an incorrectly set payable term, DHL shall settle the invoice by the payable term set out as per item 8.2 of these GTC without the obligation to return Carrier the invoice for revision or without any other reporting obligation toward Carrier. If Carrier is late with the issue and delivery of an invoice within the term as per item 8.2 of these GTC, DHL is authorised to demand payment of a contractual penalty up to **EUR 150**.
- 8.6 DHL is entitled to request from Carrier any other documents linked to the shipping that are requested by third parties (e.g. tax and customs authorities, clients and other) and/or respective generally binding legal regulations, and Carrier



shall be obliged to deliver the requested documents to DHL within 10 days from its request, or sooner as requested from DHL by a third party.

- 8.7 If during carriage the shipment is damaged, stolen or lost, or the shipment is delivered late, DHL is authorised to extend the payment of liabilities toward Carrier to the sum value corresponding to the forecast amount of damages, this up to resolving the loss event, but to a maximum of 180 days.
- 8.8 In the event of arrears with payment of an invoice issued in line with the Contract and these GTC, Carrier may enforce the right to default interest as per generally binding regulations.
- 8.9 Carrier is not authorised to offset unilaterally any receivable toward DHL as per the Contract and/or these GTC or in connection with the Contract and/or these GTC or services provided as per the Contract and/or these GTC, against a receivable of DHL toward Carrier.
- 8.10 Carrier is not authorised without the prior written consent of DHL to assign any receivable toward DHL as per the Contract or these GTC or in connection with the Contract or these GTC or services provided as per the Contract or these GTC.
- 8.11 Where DHL issues its written consent to the assignment of a receivable, Carrier is authorised to assign the receivable exclusively if, and only under the condition that, the right of DHL to offset the receivable of DHL against the assigned receivable remains preserved and DHL shall be authorised to offset its receivable against the assigned receivable without any prior reporting or other obligation toward the assignor or assignee and also exclusively if, and only under the condition that, the right of DHL as per item 8.7 of these GTC remains preserved and that further assignment of the receivable by the assignee shall be excluded. If the contract based on which the receivable is assigned does not contain the condition set out in the previous sentence, the consent of DHL to the assignment is regarded as not granted.
- 8.12 The Parties hereby declare that they do not regard the payment terms of financial liabilities mutually agreed in these GTC as an unfair business condition or unfair business practice as per § 369d of the Commercial Code of the Slovak Republic, including the agreements as per item 8.7 of these GTC.
- 8.13 Carrier undertakes to comply with the applicable tax regulations, foremost, but not limited to, tax regulations in the field of value added tax, to act, to proceed and to fulfil its legal and contractual obligations so that it does not meet the conditions for inclusion and/or has not been included in the List of VAT subjects for which grounds arose for revoking their VAT registration administered by the Financial Directorate of the Slovak Republic (hereinafter "List"). If Carrier is in breach of the obligation as per the previous sentence and/or is registered in the List, it shall be obliged to pay DHL a contractual penalty of 20% of the billed tax base from all billed amounts that DHL is to pay Carrier as per the invoices, after the Carrier is published in the List and while it is published in the List (hereinafter "Invoices"), this also in cases where Carrier was not to blame for the breach of obligations.
- 8.14 DHL is automatically entitled to offset its receivable in each individual case against a receivable (also not yet due) of Carrier that it has toward DHL, to which both parties grant their express and irrevocable consent without objections.

9 Security instructions/rules

- 9.1 Carrier is obliged to comply with all generally binding security regulations and rules applicable in the territory of the Slovak Republic, as well as in the territories of all other countries via which the shipping to the consignee is to take place, as well as to comply with/ensure compliance with Annex 1 to the Security Instructions of DHL for drivers of Carrier (hereinafter "**Security instructions**"), which constitute an integral part of the Contract and these GTC, and to comply with other provisions of these GTC and/or the security instructions of DHL that impact the security of shipping and the shipment. Carrier is obliged for the duration of carriage to take all necessary steps to protect the shipped goods.
- 9.2 Carrier is obliged to ensure that all its drivers and drivers of approved sub-contractors whose services are used for shipping to which these GTC apply, have confirmed, have a command of and applied all Security instructions as set out in Annex 1 to these GTC, this confirmed by their signatures. Drivers are obliged to check whether they have a "SECURITY NOTICE" card in the vehicle and they must know in which cases and how to present it. Carrier also undertakes to become acquainted with any executed change or addition to the content of the Security instructions.
- 9.3 Carrier is obliged to designate for the driver which car parks may be used for the parking/pulling up of the vehicle. Carrier hereby acknowledges that it is appropriate when selecting the car parks, after considering all circumstances with due professional care, to use foremost those car parks from the List of recommended car parks of DHL and if it deems this not possible or suitable, then to use car parks with lighting, controlled entrance and exit, fenced off, 24/7 security guards, equipped with CCTV cameras and which are charged.
- 9.4 Carrier is obliged to instruct drivers that once they have left the loading area they should head immediately to the set destination in cases of FTL shipping. Carrier is obliged to ensure that drivers do not park/do not stop the vehicle anywhere but those car parks that Carrier designated for them. Carrier is obliged to instruct drivers that in the case of



stopping or parking up, they may not go far from the vehicle, with the exception of going to take care of personal hygiene issues. Carrier is obliged to ensure that drivers always make sure that the vehicle is locked.

- 9.5 Carrier is obliged to ensure that drivers fulfil the reporting obligations as per these GTC and their addenda also in relation to the monitoring centre of DHL, where this obligation arises pursuant to individual provisions for the performed type of shipping. Carrier is obliged to caution the driver specifically about these reporting obligations.
- 9.6 Carrier is responsible for:
- respecting the prohibition of any manipulation with the goods, unless some instruction has been issued in writing for this by the DHL employee who issued the individual shipping order,
 - reporting a loss, theft or change to the registration plate number of the towing vehicle or semi-trailer immediately to the DHL employee who issued the individual shipping order
 - ensuring that if the driver is not able to take the shipping route as determined by Carrier, for demonstrably objective reasons, it shall ensure that its driver uses only the shortest and safest possible public roads for motor vehicles for shipping the goods from the loading point to the unloading point,
 - ensuring that the markings of the trailer do not give indications that goods of a high value are being transported
- 9.7 Failure to comply with the Security instructions, security rules and instructions, as well as other instructions and rules of DHL and obligations of Carrier that have an impact on the security of shipping and the goods, shall be regarded as gross breach of obligations of Carrier, as gross negligence of Carrier and non-adherence to the terms of the Contract and these GTC and DHL shall be authorised to withdraw from any and/or all Contracts with Carrier and/or these GTC.

10 Liability, compensation of losses and indemnity

- 10.1 Unless stipulated otherwise in the Contract, if as a result of the loss, damage or any other devaluation of the transported goods or part thereof by Carrier, a loss is incurred, the following shall apply to liability relations:
- 10.1.1 the provisions of the CMR Convention in the case of international shipping
- 10.1.2 the respective provisions of the Commercial Code of the Slovak Republic in the case of domestic shipping.
- 10.2 Carrier is obliged to settle any and all losses to DHL that are incurred after Carrier collects the goods until the release of the goods to consignee. In the case of international shipping, if the loss is caused by (or incurred in connection with) wilful action, from negligence, inadequate professional care of the goods or neglect of the goods, technical faults to the vehicle used for shipping, violation of road regulations, failing to adhere to security rules or breach of the Contract or the GTC and other similar cases, liability shall be applied as per Article 29 of the CMR Convention.
- 10.3 Carrier is obliged to settle losses to DHL within 15 days from receipt of a written demand for payment.
- 10.4 Carrier is obliged to have insurance cover as part of the CMR – if performing international road haulage and if performing domestic shipping, it is obliged to have liability insurance for a loss caused upon domestic road haulage for the whole period of force of the GTC, for losses up to:

Carrying capacity 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
Indemnity:	15 000 €	40 000 €	60 000 €	125 000 €	240 000 €

* per each case of a loss

Carrier must concurrently be insured for the whole period of force of the GTC against theft, to the same amount as the CMR insurance.

Carrier is obliged to provide a copy of insurance policies and confirmation of payment for them to DHL when signing these GTC and anytime at the request of DHL for the period of force of these GTC, this within 2 days from the request. Carrier is obliged where the validity of an insurance contract ceases during the force of these GTC, to deliver a document to DHL on the concluding of a new insurance contract and proof of payment of insurance premium, this within 3 days from the cessation of the insurance contract.

Adjustments to the maximum amount of indemnity must be pre-agreed in writing with DHL. Carrier is obliged to inform DHL immediately about all fundamental circumstances having an impact on the insurance of Carrier.

- 10.5 When determining the amount of losses to the damaged, lost, stolen or otherwise devaluated goods, this shall be based on the price of the goods as per the goods invoice and where none was issued, then from other relevant documents proving the value of the goods.
- 10.6 If as a result of breach of these GTC or the Contract or as a result of some other action/inaction or omission of Carrier, DHL is in breach of any legal or contractual obligation pursuant to contracts entered into between DHL and a DHL

customer concerning the shipping or the goods shipped based on the Contract, and as a result of such DHL incurs a loss or will have to incur expenses, that it would otherwise not have, for instance, but not limited to, by it acquiring the obligation to pay a contractual or legally prescribed sanction and/or loss caused to the customer or a third party, Carrier undertakes to compensate DHL and to reimburse to DHL all expenses and costs linked to such breach, sanctions and/or liability for loss, or expenses that DHL would otherwise not have incurred, this within 15 days from delivery of a written demand for payment from DHL to Carrier. This undertaking of Carrier shall prevail also after the force of the Contract and the GTC ceases.

- 10.7 O Both Parties undertake to co-operate actively in resolving loss or insured events.
- 10.8 If Carrier is liable for a loss, DHL is authorised to request from Carrier payment of a flat-rate fee of EUR 20 for each individual loss event, representing costs of DHL for administrative arrangement of the loss event.
- 10.9 Carrier hereby declares that it has not performed and will not perform anything that is in conflict with the provisions of Act No. 82/2005 Coll. on illegal work and illegal employment, as later amended, or which would lead to a breach thereof, and it has also not enabled such action and will not, and will not do anything that may invoke liability of DHL for breach of the provisions of the cited Act. DHL is authorised at any time without prior notice to check compliance with any of the provisions of this item. Carrier undertakes to provide DHL, at any time without undue delay based on written request, with a declaration of Carrier that it does not violate the prohibition of illegal employment and/or illegal work. Carrier undertakes to inform DHL forthwith about each discovered case of illegal employment and/or illegal work ascertained by the competent inspection body. Carrier shall be liable to DHL for loss caused by breach of the obligations as per this item, and it is obliged to reimburse DHL for any expenses that it incurs in connection with liability for illegal employment.

11 Governing law and disputes

- 11.1 Legal relations arising from these GTC and/or the Contract and relations not dealt with in these GTC and/or the Contract and any disputes in the case of domestic shipping, shall be resolved as per the provisions of the Commercial Code of the Slovak Republic, and in cases of international shipping they shall be resolved as per the provisions of the CMR Convention and as per generally binding legal regulations applicable in the territory of the Slovak Republic.

12 Common and final provisions

- 12.1 In cases expressly defined in these GTC, reporting and informing obligations of Carrier and drivers toward DHL as per these GTC and/or the Contract shall be executed by Carrier and/or driver in the form set out by these GTC and/or the Contract using the contact details of the DHL employee who issued the individual shipping order (contact details of the DHL employee are given in the order) or a substitute employee based on written notification of DHL. If these GTC and/or the Contract require fulfilment of a reporting or informing obligation toward the monitoring centre of DHL, Carrier and/or driver shall fulfil this obligation by notification to the contact details of the DHL monitoring centre set out in Annex 1 or in the addenda to the GTC.
- 12.2 Unless stipulated otherwise in these GTC and/or the Contract, written correspondence as per the Contract and/or these GTC shall be delivered exclusively to the address of the party given in these GTC. If correspondence is to be delivered to some other address of the party, the obliged party that changed its address given in these GTC shall notify the other party immediately in writing about such. The Parties hereby agree that correspondence delivered by post or courier to the address of the party shall be deemed duly delivered on the day it is collected by a person of the addressee authorised to collect correspondence. If the addressee fails to collect some correspondence or refuses to accept it, the correspondence shall be deemed duly delivered on the day it is returned to sender.
- 12.3 If Carrier is in breach of obligations laid down in these GTC and/or the Contract, DHL shall be entitled to demand payment of a contractual penalty of **EUR 200** for each individual case of breach of obligations, unless a different amount of contractual penalty is stipulated in the Contract or in these GTC.
- 12.4 The provisions of these GTC, including annexes and addenda on the contractual penalty, shall have no bearing on the claim of the aggrieved party to compensation of losses to the full extent.
- 12.5 A claim of Carrier concerning excessive laytime for loading and/or unloading always represents a flat-rate claim to compensation of loss incurred thereof.
- 12.6 During the implementation of the Contract and the fulfilment of Carrier's obligations, personal data may be provided, exchanged and processed between DHL and Carrier, e.g. about its employees, contact persons of DHL and Carrier, but also other entities (e.g. contact persons at places of loading and unloading, etc.). Carrier declares that when processing personal data it will ensure compliance with relevant generally binding legal regulations, including ensuring the lawfulness of personal data processing by relying on an appropriate legal basis for processing, sufficient information of the persons concerned about the processing, if required by the regulations and ensuring an adequate level of security of personal data. Carrier is only entitled to process personal data for the purposes for which it was provided to DHL. Carrier is responsible for the accuracy and timeliness of the personal data provided by DHL.

In the event that, depending on the circumstances of the processing of personal data, it becomes clear that the processing of personal data is on behalf of DHL, Carrier will enter into a separate agreement with DHL on such processing of personal data by the intermediary prior to such processing. In particular, in the case of processing operations related to vehicle monitoring, Carrier undertakes to strictly fulfil all obligations arising from the relevant generally binding legal regulations and to sign all contracts, declarations, documents and to take all measures and safeguards as necessary and required.

- 12.7 If it is ascertained that any of the provisions of these GTC (or part thereof) is invalid or ineffective, this invalidity or ineffectiveness shall not result in the remaining provisions of the GTC (or the remainder of the affected provision) or the actual GTC, to be invalid and ineffective. In such an event, the Parties undertake to replace such a provision (part thereof) with a new one without undue delay so that the objective pursued by entering into the GTC and affected provisions remains preserved.
- 12.8 These GTC are drawn up in the Slovak language, whereby in the case of need they may also be drawn up in another language version. In the event of discord between the Slovak wording and the other language wording, the wording in the Slovak version shall supersede.
- 12.9 These GTC shall acquire force on 01.01.2021 and take effect on the day of publication.
- 12.10 The following annexes constitute an integral part of these GTC:
1. Annex 1 DHL Safety Instructions for Drivers of Carrier
 2. Annex 2 Instructions for Carrier in the case of loss / insured events
 3. Annex 3 DPDHL Group Supplier Code of Conduct
 4. Annex 4 DHL Environmental Conduct

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