

FORWARDING

GENERAL TERMS AND CONDITIONS OF THE COMPANY SCHENKER s.r.o.

for road freight transport

(hereinafter referred to as
"Conditions")



Enter into force on 01.06.2020.

I. DEFINITION OF TERMS

1. For the purpose of these Conditions:
 - a. the Forwarding agent shall mean the company SCHENKER s.r.o., with its registered seat at Kopčianska 94, 851 01 Bratislava, ID: 31 327 222, registered in Commercial register of District court Bratislava I, Section: Sro, insertion no. 3041/B (hereinafter referred to as "**Forwarding agent**");
 - b. principal shall mean a legal entity or an individual - entrepreneur (sole trader), who has concluded a forwarding contract – that these conditions are part of - with the Forwarding agent, (hereinafter referred to as "**Principal**");
 - c. consignee shall mean a person to whom the consignment should be delivered (hereinafter referred to as "**Consignee**"), this may well be the Principal himself;
 - d. sender shall mean a person from whom the consignment should be carried, and who is marked by the Principal as sender (hereinafter referred to as "**Sender**"), this may well be the Principal himself;
 - e. person handing the consignment over shall mean a person, who personally hands the consignment over from his/her disposition for the performance of the transport arranged under these Conditions (hereinafter referred to as "**Person handing the consignment over**"), this may well be the Principal;
 - f. transport initiator shall mean an entity providing the initial impetus for the performance of transport of the consignment (this may well be e.g.: seller, buyer, or another entity, which concludes at least one or more contracts for the purpose of arranging/performance of transport; thus, this may well be e.g. the Consignee or Person handing the consignment over - depending on circumstances of particular situation) (hereinafter referred to as "**Transport initiator**");
 - g. place of loading shall mean a place from which the transport of the consignment - that is to be arranged by the Forwarding agent for the Principal - shall start (hereinafter referred to as "**Place of loading**");
 - h. place of unloading is the place where the transport of the consignment - that is to be arranged by the Forwarding agent on behalf of the Principal is to be finished; (hereinafter referred to as "**Place of unloading**");
 - i. remuneration for transport arrangement shall mean the remuneration of amount determined by these Conditions (hereinafter referred to as "**Remuneration**", eventually also as "*price for arrangement of transport*");
 - j. goods shall mean a movable object, eventually set of movable objects determined for transport, that shall be arranged by the Forwarding agent (hereinafter referred to as "**Goods**");
 - k. *transport unit shall mean an object designed for the needs of handling the consignment; for example: a carton, a pallet, a box, a package, etc.) (hereinafter referred to as "**Transport unit**");*
 - l. handling unit shall mean a single or compact part of the consignment to be transported (including a transport unit and packaging materials), being suitable for further independent handling; (hereinafter referred to as "**Handling unit**" eventually also as "**colli**") Handling unit (its shape, dimensions) shall be suitable for handling by standard fork lift truck;
 - m. consignment shall mean one Handling unit and/or a compact set of Handling units creating a whole intended for transport that is to be arranged by the Forwarding agent (hereinafter referred to as "**Consignment**");
 - n. gross weight shall mean the weight of the consignment including the weight of the packaging materials and the weight of the transport unit; (hereinafter referred to as "**gross weight**");
 - o. carrier shall mean a legal entity or an individual - entrepreneur (sole trader) that has entered a contractual obligation to perform the entire transport of the consignment or even a part of it for remuneration (hereinafter referred to as "**Carrier**"); The Carrier who enters the contractual obligation to perform the transport of the consignments the first is called "**Leading carrier**" and the Carrier who bounds himself to the Leading Carrier to perform the entire transport instead, shall be called "**Subcontracting carrier**"; the Carrier who actually performs the Transport of the consignment shall be called as well as "**Performing carrier**";
 - p. electronic mail shall mean electronic communication via the email addresses listed in the Forwarding contract or email addresses, which are known to the Principal as well as to the Forwarding agent (hereinafter referred to as "**Electronic mail**");
 - q. CMR Convention shall mean the Convention on the contract of the international transport of consignment by road published in Collection of law with no. 111/1975 Coll., (hereinafter referred to as "**CMR Convention**");
 - r. operating hours shall mean the time between 8 a.m. and 4 p.m., on working days (i.e. besides the weekends and non - working days recognized in the territory of the Slovak Republic; (hereinafter referred to as "**Operating hours**"); operating day shall mean the period of time from 8 a.m. to 4 p.m. of particular working day, during the Operating hours (hereinafter referred to as "**Operating day**"); operating hour shall mean set of every 60 consecutive minutes running within one or more Operating hours (hereinafter referred to as "**Operating hour**");
 - s. commercial code shall mean the law No. 513/1991 Coll., Commercial code, as amended (hereinafter referred to as "**Commercial code**");
 - t. policy holder shall mean a person who has entered into an insurance contract and is obliged to pay the agreed insurance (hereinafter referred to as "**Policy-holder**")

II. INTRODUCTORY PROVISIONS

2. These Conditions are part of every forwarding contract concluded between the Forwarding agent and the Principal (hereinafter referred to as "Parties" and individually as "one/any of the parties" and forwarding contract - hereinafter referred to as "Forwarding contract", which shall refer to these Conditions or shall include it in the form of an attachment.
3. These Conditions shall only be used with the purpose of conclusion of Forwarding contracts between the Forwarding agent and the Principal within the limits of national and/or international road transport for the Principal.

4. These conditions shall not be applied when the Parties conclude a contract in terms of which the Forwarding agent shall be obliged to arrange a different kind of transport for the Principal.
5. If an obligation to arrange the transport of Consignments appears as the subject of matter of a written contract repeatedly - based on individual orders of the arrangement of specific transports of the Principal, such Forwarding contract is considered as a framework contract (hereinafter referred to as "framework Forwarding contract"), and any agreement of every individual transport arrangement is considered as a separate Forwarding contract in compliance with these Conditions and with the conditions of framework Forwarding contract.
6. V In order to prevent the invalidity of contractual arrangements, in the event of any specific arrangements included in these Conditions, or in the framework Forwarding contract, or in related Forwarding contract being contrary to one another or in the event of these contractual documents being contrary to disposal or mandatory legal provisions, the parties have agreed upon this order of priority (1. highest priority, 5. lowest priority): **1.** mandatory provisions of stipulated legislation **2.** provisions of the Forwarding Contract (confirmed order), **3.** provisions of the framework Forwarding contract; **4.** provisions of these Conditions; **5.** disposal provisions of stipulated legislation while the provisions of the higher priority document are prior to the provisions of the lower priority document.

III. REGIME OF THE ARRANGED TRANSPORT

7. The Forwarding agent arranges the transport regularly in the following transport schedules according to the request of the Principal or according to the economic efficiency of the circumstances of the required transport:
 - **less than truck load transport /full-truck load transport** (hereinafter only referred to as „LTL/FTL“or „LTL/FTL transport“),
 - **groupage transport** (hereinafter referred only as abbrev. „GRP“or „GRP transports“).
8. Regime of LTL/FTL transport means the system of direct transport when using the full cargo space of the vehicle (full loading so called full truck load, abr. FTL) or parts of cargo space of truck not excluding supplementing the vehicle by other consignment on the given route (additional loading transport, so called less than truck load, abr. **LTL**). It means more expensive but faster variant of transport.
9. Regime of GRP transports is a system of groupage transports using systemic regular transport connections between more storages of the Forwarding agent or one of his contractual partners, making the arrangement of realization of more optimized standard price of Consignment transport available, even to the detriment of velocity of the transport.

IV. SPECIFICATION OF CONSIGNMENT

Consignment dimensions

10. Contractual parties agreed that Consignments transport of which shall be arranged according to this Conditions unless specifically agreed otherwise, can have these maximum dimensions:

	LTL/FTL			GRP		
	length	width	height	length	width	height
max.	13,6 m	2,4 m	2,5 m	2,4 m	1,8 m	2,2 m
max.	24 000 kg			2 500 kg		
max.	13,6 ldm			10 m ³		
max.				800 kg per one Handling unit (colli)		
max.				10 Handling units (colli)		

11. Goods of weight over 50 kg (eventually its individual part, that presents individual Handling unit) shall be load on pallet to ensure its handling capability.
12. Unless agreed otherwise, within the regime of GRP transports, when the Consignment consists, at least, of one Handling unit with the length over 2,4 m, it is to be considered as oversized Consignment.
13. Principal is liable for accuracy of the given dimensions and weight of the Consignment, as well as for the content of the Consignment and its accordance with these Conditions. **Principal is also liable for having the Consignment ready for handling and for the following transport, even for its storage, he is also liable for damage occurred due to the fact if the Consignment is not ready for that.**
14. If the Principal hands over, eventually enables the handover of the Consignment for transport without the knowledge and without prior approval of the Forwarding agent that is contrary to the condition of Forwarding contract, Forwarding agent is entitled to repudiate the Forwarding contract (point 124 and the following) whereas:
 - I. Forwarding agent is not obliged to reimburse any damage, or other possible claims, that he or third person could get entitled to due to or in relation with arrangement of such Consignment transport and at the same time,
 - II. Principal is obliged to reimburse to the Forwarding agent or to the third person any damage or other claims, that that Forwarding agent or third person could get entitled to due to or in relation with arrangement or partial/ complete provision of Consignment transport.

Nature of Consignment

15. If according to these Conditions it is required that the nature of Consignment is mentioned, it is necessary to provide information mainly related to/with

- **safety** of the consignment regarding the protection of human life or health, as well as property (whether it is a safe consignment or dangerous); regarding dangerous consignments it is necessary to mention:
 - o reference to European ADR agreement,
 - o identification number of the substance
 - o class of danger
 - o exact type of danger
 - o preventive measures that shall be realized during handling, storage or transport in order to prevent cause of damages,
- **resistance** of Consignments against physical and windy impact that it must go through during arrangement and realization of transport (fragility, shock-resistance, moisture sensitivity , cold, temperature fluctuations, etc.)
- **other relevant characteristics** of Consignments regarding the arrangement of the most convenient transport.

V. CONCLUDING A FRAME FORWARDING CONTRACT

16. When the Parties aim to conclude more Forwarding contracts (contracts for arrangement of more transports (hereinafter also referred to as „**regular transports**“), they may, following the simplification of the Forwarding contracts conclusion process, to conclude Framework Forwarding contract. To conclude Framework Forwarding contract, it is sufficient for the Principal to confirm the price offer, that will include mainly the pricelists of particular services and fees. Unless agreed otherwise in Framework Forwarding contract, it is considered, that the Framework Forwarding contract was concluded **for definite period of time limited by the period of pricelists validity.**

VI. CONCLUDING A FORWARDING CONTRACT

17. Individual transport, eventually regular transport may be arranged upon the Framework Forwarding contract. Within the scope of regular transports, simplified procedure upon the point 24 shall apply; whereby the Forwarding contract shall be governed as well by the rules of concluded Framework Forwarding contract.

(1) Request of a principal for non-binding price quote

18. In case of interest for individual transport arrangement, the Principal shall send a request for non-binding quote to the Forwarding agent in which he specifies:

- i. **Identification of the Consignment** that consists of specification of:
 - a) **type of goods** that the Consignment consists of,
 - b) **type of packaging,**
 - c) brief description of the **nature of Consignment** (point 15),
 - d) **type of Transport units** (or information, that there is a bulk cargo),
 - e) **number of Handling units** of Consignment (if it is a bulk cargo, the number of pieces (Handling unit) shall be specified ,
 - f) **dimension** of goods in centimetres (length x width x height; in case of irregular shape of Consignment, the largest dimension are taken into consideration that are specified according to point 97)
 - g) gross **weight** of separate parts of Consignment and the final gross weight of the Consignment,
 - h) information **on stackability** of the separate Handling units of the Consignment;
- ii. **Place/places** of loading and unloading;
- iii. **Date and time** of loading and unloading and in case, if the transport is limited by time, also the time range (time stated for central European time zone), within which it is possible to take the vehicle to the place of loading and/or unloading (setting up the term of loading/unloading shall count with that, the vehicle may be taken to the place of loading/unloading at latest possible term); eventually also
- iv. Specific requirements such as:
 - a) specific type of required transport vehicle,
 - b) number of crew of the transport vehicle
 - c) **storage** of the consignment,
 - d) **insurance of the consignment** stating the risks that shall be insured, and the whole amount of the insurance coverage,
 - e) providing customs- declaration services,
 - f) cash on delivery,
 - g) use of another driver,
 - h) minimum and maximum temperature in the transport space,
 - i) etc.

hereinafter also referred to as „ **request for non-binding price quote** “

(2) Non-binding price quote of the Forwarding agent

19. In case of **preliminary** interest for arrangement of required individual transport, the Forwarding agent shall prepare a **non-binding price quote** (hereinafter also as „ **price quote**“) for the Principal, without any delay, if possible following the delivery of the request for non-binding price quote, containing data necessary for its processing. Non-binding price quote does not represent the proposal for concluding the Forwarding contract, but only the basis for the Principal to submit the binding order.

(3) Binding order of the Principal

20. On the basis of non-binding price quote, the Principal can issue and deliver his order of arrangement of the required (individual/regular) transport and related services (hereinafter only „**order**“) to the Forwarding agent. Order is considered as **proposal for concluding the Forwarding contract**. The Order shall contain mainly these essentials:

- a) labelling „**Order of transport arrangement**“ stating the specific (identification) number for invoice purposes,
- b) **place and date** of issue of the order,
- c) identification data of the **Principal** (at least business name, legal seat, identification number),
- d) **name** of the person entitled to act on behalf of the Principal stating the position (power, on the basis of which he/ she acts on behalf of the Principal),
- e) identification data of the **Forwarding agent** (at least business name, legal seat, identification number),
- f) identification data of the **Consignee** of the consignment (at least business name, legal seat, identification number) together with contact data of the Consignee or of a person entitled to take over the Consignment on his behalf),
- g) data of the request for non-binding price quote according to the point 18 (**identification of the Consignment, place, and date and time of loading/unloading, specific requests**),
- h) identification of **the entity, that shall hand over** the Consignment for transport, if it is not the Principal and if the Consignment is not located in the area and at disposition of the Forwarding agent, by specifying the name of the entity together with name and surname of the person, who acts, and his/ her contact (phone number),
- i) **amount of remuneration** for arrangement of the requested transport of the Consignment, eventually amount of the insurance, payment for providing the related services,
- j) **reference to these Conditions**.

The order containing all data given in this point is considered as complete (hereinafter referred to as „**complete order**“). If the Forwarding agent provides the Principal with the electronic form of the order, Principal shall issue following the provided form (by its completion).

21. If the Parties agree, the Principal can ask the Forwarding agent under the agreed conditions for preliminary completing of the order form sample of which is attached as an annex to these Conditions. In case of preliminary completing of the order form by Forwarding agent, the Forwarding agent shall send the preliminary filled in form to the Principal; delivery of the preliminary filled in form to the Principal is not considered as proposal of the Forwarding agent to conclude a Forwarding contract. Principal is obliged to check the preliminary filled in form. If the order form is filled in correctly and the Principal is interested to order relevant services, such filled in order of transport arrangement shall be delivered to the Forwarding agent. If the Principal fill incorrect or incomplete data in the form, Forwarding agent will fill these data, after they will be provided by Principal; Forwarding agent is entitled to charge the fee for it, in stipulated amount. Principal liability for damage occurred due to incorrect or incomplete data, is not hereby affected.

(4) Confirmation of the order by the Forwarding agent

22. If the Forwarding agent **agrees with the order** of the transport arrangement, he shall confirm it to the Principal. **At the moment, when the confirmation of the order comes into disposition of the Principal, the Forwarding contract is considered as concluded.** Order may be confirmed also in other manner than in writing (orally, by action heading to requested transport arrangement).

23. In case the Forwarding agent aims to confirm the order, he is obliged **to deliver the order confirmation - via - email without undue delay from delivery of the order**; for determination of the moment of order delivery , point 26 shall be applied proportionally.

SIMPLIFIED PROCEDURE AT REGULAR TRANSPORT

24. If the parties concluded Framework Forwarding contract, including a pricelist of Remuneration and fees for transport arrangement (hereinafter „**pricelist of rates**“ and the Principal is interested in transport arrangement and for services providing under the pricelist of rates (hereinafter as referred as „**regular transport**“), the Principal shall send the completed order form that is usually an annex of the Framework Forwarding contract.. **Order** shall be considered as a **proposal for concluding the Forwarding contract**. No Request for non-binding price quote (point 18) nor issue of non-binding price quote (point 19) is required in such case. If not given otherwise in the relevant pricelist, the prices are given for arrangement of standard (non-urgent) Consignment transport, in such case the price for urgent transport arrangement is to be stipulated separately. Within the regime of regular transports, there is no need to state either Remuneration or fees for related services in the order; which amount may be calculated from the pricelist of rates and content of binding order.

Time of order delivery

25. In case of loading limited by time, the parties agreed, that the Principal, if interested in conclusion of the Forwarding contract, shall deliver a complete order to Forwarding agent (see point 20 and 21) regardless of whether it is arrangement of regular transport arrangement or individual transport, at least:

LTL/FTL	GRP (national)	GRP (international)
16 operating hours before the earliest time of loading	1 operating day before loading - no later than 16:00 CET of this operating day	1 operating day before loading - no later than 14:00 CET of this operating day

If it is not possible to respect the deadlines given in this section, the Principal is obliged to modify the date of loading, or even date of unloading, providing that the postpone of time of loading causes the impossibility of realization of the transport, that is to be arranged. If it is necessary, the parties shall consult mutually the necessary modification of the term of loading/unloading.

26. If the order is delivered outside the operating hours, the order is considered to be delivered at the beginning of operating hours of the next operating day.

VII. TRANSPORT CONTRACT CONCLUSION AND THE ACCOMPANYING DOCUMENTATION

Conclusion of the Transport contract

27. Forwarding agent shall on his behalf and on the account of Principal conclude the Transport contract of consignment with the chosen Carrier, that will meet the requirements and instructions of the Principal given in the Forwarding contract, or additionally provided by the Principal before concluding the Transport contract (regarding the given contract hereinafter referred only as „**Transport contract**“). Within realization of one forwarding order, the Forwarding agent is entitled to conclude even more Transport contracts, even with more Carriers. Forwarding agent will stand, according to valid legislation and legal practice, in relation to the relevant Carrier in the legal position of Sender as a contractual party of Transport contract.

28. Forwarding agent is not obliged to inform the Principal about the identity of persons, with whom he concluded relevant contracts (mainly transport contract) for the purpose of arrangement of the required transport, unless the Principal asks him for it in written. Parties agreed that the provision of § 584 of the Commercial Code is not to be applied to their relation established upon the relevant Forwarding contract.

29. The export, import and re-export of Goods and / or the provision of related services may be subject to commercial laws and regulations validly adopted by the competent authority (hereinafter referred to as "**commercial regulations**"). These commercial regulations include in particular but not exclusively the laws and regulations of the competent authorities of the European Union and the United States of America (hereinafter referred to as "**the USA**"). The Principal warrants and declares in a binding manner that, in fulfilling his obligations arising from the Conditions, he fully complies with and will continue to comply with all commercial regulations that apply to him, in particular, but not limited to any sanctions regulations and requirements, restrictions on combating fraud, anti-boycott restrictions and restrictions related to screening in export, customs, import and domestic activities. The Principal is responsible for determining whether the Goods are subject to these commercial regulations and, if so, the Principal is obliged to have all necessary licenses, approvals, authorizations and / or exceptions thereto, in which case he is obliged to provide the Forwarding agent with all relevant information, which the Forwarding agent may reasonably request before providing the Principal with services in accordance with the Conditions.

30. In the case of any services relating to countries which have been or will be subject to embargoes or sanctions by decisions of the competent authorities of the USA, the Principal declares that (i) such shipments will not contain products originating in the USA or parts of which originate in the USA, except to the extent permitted by a valid authorization from the appropriate USA authorities, and (ii) such shipments and / or other services related to those countries will not be associated with the USA unless such shipments and / or services are authorized by the competent USA authorities. The Forwarding agent reserves the right to suspend the provision of services without any liability in cases where trade restrictions apply, are imposed / re-imposed or amended and / or supplemented. The Principal acknowledges that the Forwarding agent has no obligation and will not provide services related to goods intended for internal repression, ITAR goods and / or military goods, and warrants that such Goods will not be handed over or provided to the Forwarding agent for the purpose of providing services.

Accompanying documentation and its issue

31. Principal is obliged to ensure handing over of all the documentation to the -Carrier together with the Consignment, that with regards on circumstances of the relevant transport must accompany the Consignment; e.g.. (1) **commercial documentation** (goods (commercial) delivery note, commercial invoice); (2) **transport documentation** (confirmation of delivery, which is a (i) delivery note issued by Forwarding agent in case of national transport and an international consignment note CMR in case of international transport according to the Convention on CMR; permission of the relevant authority for transport of the Consignment that is of a nature of dual-use item, or any other documentation according to specific legal regulations specifying the transport of a specific type, e.g. dangerous goods (ADR), easily perishable goods (ATP and etc.); (3) **customs documentation** (customs declarations and relevant annexes and declarations required by customs legal regulations); (4) **handling documentation** necessary for recipient for the purpose of correct unloading of the Consignment; (5) **other documentation**, that must accompany the Consignment regarding the circumstances of the transport for the purpose of proper realization of the arranged transport; altogether also referred as „**Accompanying documentation**“.

Issue of the CMR consignment note

32. If the CMR consignment note is not issued by the Forwarding agent, the Principal is obliged, inter alia, to provide that the CMR consignment note shall contain:

- 1) specification of Forwarding agent in the column of Sender, specifying its business name and address of the current legal seat (data available on www.orsr.sk),
- 2) specification of the Leading carrier in the column of carrier,

- 3) if the Leading carrier does not realize the transport directly, then also the specification of the Performing carrier with the name of driver, number of his identity card (passport or identity card) and the phone number,
 - 4) exact address (street, number, town, ZIP, state) in the column of place of loading and unloading and specification of the Person handing the consignment over in the column for place of loading,
 - 5) in the column for signature and stamp of the Sender to state the data of the **Forwarding agent** and his legal seat and **at the same time** if the Person handing the consignment over is different from the Forwarding agent, at the specification of the Forwarding agent it is necessary to make a note „**on behalf of**“: and to provide specification of the **Person handing the consignment over** for the transport on behalf of the Forwarding agent.
33. If the Forwarding agent provides to the Principal a CMR consignment note, that is completed in electronic version as a document to be filled in, the Principal or a person authorized by him shall use this document primarily; the liability of the Principal for correct compiling of the CMR consignment note stays intact.
34. At the place where it is natural, the provisions of points 32 and 33 shall be proportionally applied in relation to other Accompanying documentation.
35. **Principal is liable for issuing and correct compiling of the CMR consignment note** and for its hand over to the Carrier, unless the consignment note is issued and handed over to the Carrier altogether with the Consignment directly by the Forwarding agent. The provision of the previous sentence is to be proportionally applied also to other Accompanying documentation, that according to the nature of the given case, is not issued directly by the Forwarding agent. In case of breach of this obligation, the Principal is obliged to fully reimburse the damage suffered by the Forwarding agent; and in case the damage is being claimed by authorised person towards the Forwarding agent, the Principal shall reimburse the authorised person directly instead of the Forwarding agent. Providing that, the Principal is not the **Person handing the consignment over at the same time**, the Principal shall directly or upon intermediation through his contractual partner contractually bind the Person handing the consignment over to fulfil the obligations given in this point, and in case of breach also to the reimbursement of the occurred damage. If the Principal does not proceed in such way, he shall be held liable for damage, that will be caused to the Principal with regards on incorrect or incomplete compiling or issue of the Accompanying documentation. In case the Accompanying documentation will not be handed over with the Consignment, the Forwarding agent is entitled to give to a **Carrier an instruction to refuse the takeover of the Consignment**, right of the Forwarding agent to repudiate the relevant Forwarding contract is not affected herewith (point 124a)ii.

Authorization to complete the CMR consignment note

36. In cases, if the CMR consignment note is not being filled in by the Forwarding agent, but by the Principal, the Forwarding agent hereby empowers the Principal to issue properly, fill in, sign and hand over the CMR consignment note to the Carrier on behalf of the Forwarding agent. The Carrier is further entitled - according to the circumstances of the specific case, if needed (as it comes, e.g., out of point 35) to empower the relevant Person handing over the consignment in the same range.

VIII. Instructions of the Principal

37. Principal is entitled to give instructions to the Forwarding agent within the concluded Forwarding contract. If the instructions exceed the frame of the concluded Forwarding contract, they are considered to be a proposal for change of the Forwarding contract (see point 130 and the following regarding the change of Forwarding contract).
38. Principal is obliged to provide instructions without any delay during the transport arrangement as well as during its realization (including loading and unloading of the Consignment) all necessary instructions, which the Forwarding agent asks for in relation to the arrangement and realization of transport, whereas:
- a. Forwarding agent is obliged to wait for the relevant instructions of the Principal for adequate time, if the instructions are not given in adequate time, the Forwarding agent is entitled to proceed according to the interest of the Principal that he is familiar with.
 - b. In case of risk of delay, the Forwarding agent is obliged to proceed even without instruction of the Principal according to his interests that he is familiar with.
39. The parties are aware of practical limitations related to issue of the CMR consignment note (point 32 and the following) and conditions for giving instructions to the Carrier and the consequences of failure to meet those conditions according to the provision of article 12 paragraph 5 lett. a) and paragraph 7 of Convention on CMR and they agree, that:
- a. The Principal is obliged to immediately send a coloured scan of the completed and signed first elaboration of the CMR consignment note to the Forwarding agent via electronic mail and then without any delay also the original via postal courier as express consignment to the legal seat of the Forwarding agent in Bratislava;
 - b. If the Principal is considered as „entitled person to make a claim“ according to article 12 paragraph 7 of the CMR Convention, he agrees, that the Forwarding agent in the position of Sender may provide relevant instructions to the Carrier even without original of the first elaboration of the CMR consignment note, and
 - c. in case of a third person being considered as “entitled person” according to article 12 point 7 of CMR Convention, the Principal undertakes to agree contractually with this third person its obligation to accept the instructions given by the Forwarding agent to the Carrier even without original of the first elaboration of the CMR consignment note; and in case of breach of this obligation the Principal shall reimburse damage to the Forwarding agent or even to a Carrier suffered by them due to that breach, providing that this third person („the entitled“) reasonably claims damages against them according to article 12 paragraph 7 of the CMR Convention.

IX. METHOD AND CONDITIONS OF THE ARRANGED TRANSPORT

IX.1 Handover of the Consignment, loading

40. ¹ The principal undertakes and is liable for having the **Consignment ready for loading and transport** in the agreed time and place of loading, the given includes also packing the Consignment using **the appropriate packaging** that shall provide necessary protection to the Consignment during the handling and transport with regards on its specific characteristics. ² Principal is obliged to enable the **access to the Carrier into the loading area** in the agreed time of loading and being present at the time of loading. ³ Principal shall ensure, that the place of loading will be accessible for the vehicle with the maximum permissible gross weight of 22 tons, with dimension total length – 9 m, total width – 2,4 m, total height 2,6 m. ⁴ Within the process of transport arrangement, the Forwarding agent will rely on the fact, that the place of loading is accessible for the truck with minimum dimensions as stated in previous sentence, unless Principal states otherwise in the order. ⁵ The vehicle will be loaded from behind.

41. **Principal is liable for proper loading, stowage and fixing of the Consignment** in/into the vehicle who is obliged for that purpose to load, stow, and fix the Consignment properly for this purpose on his own costs, or this disposition with the Consignment shall be contractually provided by a third person (e.g. through the Person handing the consignment over).

42. Principal undertakes to the Forwarding agent and is liable for providing the Carrier with all collaboration necessary for taking over of the Consignment for transport as well as for making the Carrier being able to perform all authorizations, that that are granted to Carrier by generally binding legal acts in relation to takeover of the Consignment for transport (such as Commercial Code, CMR convention, etc.) mainly:

- a. verification of the correct data on the CMR consignment note,
- b. check of the apparent condition of the Consignment and its packaging,
- c. enter the reservations, objections and other notes to the wording of the CMR consignment note according to the CMR Convention.

Checking the Consignment at loading

43. Principal is liable for enabling the Carrier to participate on whole loading of the Consignment and at the same time for that, he will be made available to make photo documentation and/or video record of the process. Principal shall ensure the capturing of specific photo documentation of the loading, that shall reflect the quantity, and the apparent condition of the Consignment and its packaging. The Principal shall ensure, that immediately before closing the cargo space of the Carrier's vehicle, the **video** capturing exclusively the Consignment in the vehicle will be recorded (if possible **also the quantity and the apparent condition**), **closing the vehicle and enclosing the seal and number of seal and the registration number of the vehicle** (RNV). The Principal is obliged to keep the photo documentation and video record available at least for 1 month from the date of loading and anytime during this period to provide its copy - free of charge and without any delay - to the Forwarding agent upon his request. Capturing/recording the photo/video shall preferentially follow the legal regulations regarding personal data protection.

44. With regards on checking the number of the pieces of the Consignment, the Principal agrees that the Carrier shall only check the number of Handling units, that the Consignment consists of.

45. Principal undertakes to provide, that the person **issuing (or confirming)** the relevant Accompanying documentation according to point 35, shall supervise the **whole process of loading** and shall check the apparent condition of the Consignment and the apparent condition of packaging and number of pieces of the Consignment, eventually also the correctness of other data stated in the Accompanying documentation.

46. Unless the Consignment is dispatched by the Forwarding agent, the Principal shall provide having the Carrier's vehicle (at FTL transports) properly sealed by numbered seal following the loading of Consignment and enclosing the trailer. The number of the seal must be stated in the CMR consignment note or in a document on delivery at national transport. Following the sealing of the cargo space, the Principal shall ensure signing of the issued Accompanying documentation by the **Person handing the consignment over**, eventually also the correction of incorrect data, and errors in writing and calculation.

47. Principal is obliged to provide that during the loading the Person handing the consignment over shall proceed in such a way in order to prevent the occurrence of damage on Consignment or other property. If in a given case, the Principal is also the Person handing the consignment over, then all the obligations, which should have been provided by the Principal through Person handing the consignment over, shall be fulfilled by the Principal himself.

Dispatching the Consignment from the Forwarding agent

48. In cases when the Forwarding agent directly takes over the Consignment from the Principal/Transport initiator before handing it over for the purpose of realization of the arranged transport, the provision of the point 43 shall be applied proportionally on taking over the Consignment, whereas the authorizations of the Carrier are vested in Forwarding agent in that case. At the same time, the Principal shall ensure, that the Forwarding agent will be allowed to control the condition of Consignment and to provide other measures according to provision of point 43, also in case when the Consignment is taken over by the Forwarding agent from the entity different from the Principal.

49. If the Forwarding agent hands over the Consignment for transport to the Carrier, the obligations of Principal stated in points from 40 till 47 shall be proportionally applied to the Forwarding agent. The Principal is liable for suitability and safety of the packaging, and the Forwarding agent is not obliged to repack, nor pack the Consignment, unless agreed otherwise in written with the Principal.

50. In cases when the Consignment is dispatched by the Forwarding agent, the Principal may, upon his request, to participate at loading and to control its process.

51. Unless agreed otherwise, and if the circumstances of the given case require storing of Consignment the Forwarding agent is entitled to ask for payment for Consignment's storing fee in the agreed amount, providing that the Consignment is stored in the warehouse of Forwarding agent, otherwise in the full amount (1:1) as it is requested by the operator of that warehouse, increased by the Forwarding agent by the tax or other legal surcharges.

Collaboration

52. Parties are mutually obliged to provide or to ensure the provision of all collaboration necessary for proper realization of loading and unloading that can be required, with respect to distribution of the obligations between the parties upon this Conditions.

53. If during loading and unloading, the vehicle is polluted above the range usual for circumstances due to loading or unloading of the Consignment, or due to the specific characteristics of the Consignment, the Principal is obliged to clean the vehicle on his own costs, or to compensate the costs for cleaning to the Carrier. This is not to be applied, if the Consignment is being dispatched from the warehouse of Forwarding agent.

Exceeding of the weight of Consignment

54. Principle is liable for having the same gross weight of Consignment before the loading as gross weight of Consignment given in the order, as well as the volume and external dimensions. In case the Consignment exceeding the given parameters, the Forwarding agent is authorized to give instructions to the Carrier not to take over the Consignment unless agreed otherwise by the Parties whereas the Principal is, in such a case, obliged to pay to the Forwarding agent the costs linked with taking the Carrier's vehicle to a loading place, or other costs linked with non-realization of the Consignment's transport. For any eventual delay of loading caused due to the circumstances described in the previous sentence, the Forwarding agent nor the Carrier bears any liability. If - without the Forwarding agent or Carrier being aware of - the gross weight of the Consignment is at the level, that the whole truck set exceeds the **highest weight of vehicle, truck set, towed vehicle allowed by law or the highest weight allowed for axles of Carrier's vehicle, eventually it exceeds another highest possible quantitative value, the Principal bears the liability for damage/harm, that is caused in this connection to the Forwarding agent or to the Carrier.**

Delay in loading

55. In case of the loading process, having not started within 30 minutes in case of GRP transports, or within **2 hours** in case of LTL/FTL transports, following the arrival of the vehicle at the place of loading, due to reasons other than, those attributable to the Carrier or Forwarding agent (hereinafter only as „**delay in loading**“) the Principal is aware, that the Carrier is entitled to require reimbursement for **demurrage from the Forwarding agent for the time of delay**. The Principal undertakes to reimburse the demurrage charges and costs to the Forwarding agent, regarding the redressing of such delay in loading with the Carrier and Principal, or other persons (hereinafter referred together as „**demurrage charges**“). Parties agreed the demurrage charges will be stipulated individually in Forwarding contract.

56. The provision on demurrage charges is proportionally to be applied also for the case of unreasonably long time of loading (for time exceeding the reasonable time of loading); hereinafter as „**inadequate time of loading**“), when the Forwarding agent will become entitled to claim for demurrage charges as well.

57. Time of delay in loading, as well as inadequate time of loading, shall not be counted within the delay in handing the Consignment over at place of unloading, providing that it is not caused by reasons attributable to the Forwarding agent or Carrier.

Pallets

58. Unless agreed otherwise (e.g. EUP/pallets return system) it is considered, that the Consignment is to be handed over to authorized person together with the pallets.

59. When the parties stipulated on, but there is no other related agreement, it is to be considered, that the pallets shall be returned:

- to place of loading
- at least in the amount of 85 % of total amounts dispatched for the transport together with Consignment as well (hereinafter referred to as „**amortization**“)
- collectively once per month.

IX.2 Insurance of the Consignment

60. The Forwarding agent **is not** obliged to insure the Consignment, unless it was explicitly agreed by Parties.

61. In case the insurance of the consignment was agreed (cargo insurance) without detailed specification of insurance conditions, the Forwarding agent is standardly authorized in a position of Policy holder to negotiate and conclude the insurance under these elementary conditions, that the Principal agrees with:

- (I) Coverage of all risks of loss or damage of Consignment during the transport with the exclusion mainly of:
 - o loss, damage or expense attributable to willful misconduct of the insured,
 - o ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured,

- o loss, damage or expense **caused by insufficiency or unsuitability** of packing or preparation of the subject matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Insured or their employees or **prior to the conclusion of the insurance**;
 - o loss, damage or expense caused by inherent vice or nature of the Consignment;
 - o loss, damage or expense caused by delay (even if the delay is caused by a risk insured against);
 - o loss, damage or expense caused by craft's unfitness for sea travel; vehicle's, truck's or container's unsuitability for the secure transport of the insured object if the policyholder or the beneficiary was aware or should have been aware of it during loading;
 - o loss, damage or expense caused by the Carrier's, Forwarding agent's or a storage provider's financial difficulties;
 - o loss, damage or expense caused by confiscation, expropriation, seizure or other action, or decision of state authority;
 - o loss, damage or expense caused by war, civil war, revolution, rebellion, insurrection or civil unrest, or any other military operation in such a situation;
 - o loss, damage or expense caused by an abandoned mine, torpedo, bomb or other weapon or item used for military purposes;
 - o loss, damage or expense caused by use of atomic or nuclear device or radioactive force or substance use (including military exercises or during the tests);
 - o loss, damage or expense caused by strike activities; employee activities during the lock-out; activities of a person taking part in working-class rebellion or civil disorder;
 - o loss, damage or expense caused by the activities of terrorists or any other person acting for political or religious motives.
- (II) excluded insurance coverage of damage caused in the territory of **Barma** (Myanmar), **Cuba**, **Iran**, **Sudan**, **Syria**, Democratic Republic of **Kongo**, **North Korea**, **Somalia**, **Zimbabwe**;
- (III) **insurance of loading and unloading**;
- (IV) Forwarding agent shall be the person entitled for the indemnification (compensation) upon the insurance.

62. However, the Forwarding agent is entitled, under the circumstances of specific situation, acting with professional care, to stipulate different rules for insurance of the Consignment.

63. Principal is obliged to reimburse all the costs to the Forwarding agent related to the arrangement of insurance of the Consignment in full amount (mainly insurance rate). Forwarding agent shall handover the received indemnification to Principal, however Forwarding agent may unilaterally set-off against the indemnification his mature and/or unmatured claims, that he has against the Principal.

IX.3 Handover of the Consignment, unloading

64. The Principal is liable for that, he (or other authorized person) will duly take over the Consignment in time or within the period according to the Forwarding contract. Principal shall also to ensure the accessibility of the place of unloading for the vehicle of Carrier. The unloading process shall be adequately covered by the provisions for loading process (points 40 and 41).

65. **The Principal is liable for proper unloading of the Consignment**, and for that purpose he is obliged to realize the unloading on his own costs or to provide its realization by third person (e.g. Consignee).

66. In relation to the Forwarding agent, the Principal undertakes to and is liable for that, the Carrier will be provided with all necessary collaboration to hand over the Consignment after realization of transport, and also that the Carrier will be allowed to perform all necessary measures, that he is entitled to upon generally binding legal acts with regards on Consignment's hand over after transport (e.g. Commercial Code, CMR Convention etc.), mainly:

- a. control of the seal completeness
- b. joint control of the condition of the Consignment and its packaging after the transport with the Consignee,
- c. entering the restrictions, objections and other notes to the wording of the CMR consignment note according to the CMR Convention.

Consignment control at unloading

67. Principal is liable for enabling the Carrier to participate on whole unloading of the Consignment and at the same time for enabling to make photo documentation and/or video record of its process. Principal shall ensure the capturing of specific photo documentation of unloading process, that shall reflect the quantity, and the apparent condition of the Consignment and its packaging. Immediately before opening the cargo space of the Carrier's vehicle, the Principal shall ensure a video capturing - of the **registration number of the vehicle** (RNV), **number of the seal**, the sole interruption of the seal during the opening of cargo space, and afterward the sole **Consignment** in the vehicle (if possible, also its **quantity and the apparent condition**). In the remaining the provision of point 43 shall be applied

68. The Principal undertakes and is liable for ensuring, that the Consignee will properly control the Consignment and its condition after opening the vehicle (point 67) as well as the condition of its packaging. Principal is obliged to ensure, that the Consignee shall concisely and clearly enter any potential restrictions to the condition of the Consignment or its packaging to the CMR consignment note or to other Accompanying documentation.

Delay in unloading

69. If the process of unloading does not start within 30 minutes in case of GRP transports and within 2 hours in case of LTL/FTL transports after the arrival of the vehicle to the place of unloading due to reasons other than those attributable to the Carrier or to the Forwarding agent (hereinafter referred to as „*delay in unloading*“), the Carrier is entitled to request the reimbursement of **demurrage charges from the Forwarding agent for the time of delay in unloading**. Regarding the obligation of the Principal to reimburse the **demurrage charges** to the Forwarding agent at unloading place, **the provisions of point 55 shall be proportionally applied**.

Announcement on termination of the transport

70. Forwarding agent is not obliged to provide information to the Principal on process and realization of the arranged transport, unless he was asked by the Principal for it in written.

IX.4 Diversions

Refusal of the Consignment

71. If the **Consignee refuses** the Consignment, the Forwarding agent shall inform the Principal about this fact also about the reasons of refusal without undue delay after receiving such information. The Forwarding agent at the same time asks for instructions, in what way he supposed to dispose with the refused Consignment. The Principal is obliged to immediately provide instructions to the Forwarding agent after receiving his request, whereby in case of breach of this obligation, the Principal is liable for all damage caused thereby.

72. After the refusal of the Consignment, if the **Consignee** asks for its handover, before the instruction of Principal in contrary to its handover to the Consignee is given to the Forwarding agent (e.g. instruction to carry the Consignment to other consignee or instruction to carry the Consignment back to the place of loading or to the warehouse, etc.), the Carrier shall be entitled to handover the Consignment to the Consignee, and for that purpose, the Forwarding agent can provide such instruction to him.

73. If the Principal, following the refusal of the Consignment by the Consignee, but before its takeover according to point 72, **instructs the following transport of the Consignment to other place**, he is obliged to pay to the Forwarding agent **the adequate payment and the related costs**.

74. If the Principal does not give **any instruction** to the Forwarding agent, the Forwarding agent **is entitled, upon his discretion, to proceed as following:**

- a. to instruct the Carrier to **transport the Consignment to the nearest warehouse** standardly used by the Forwarding agent or by other branches of the network DB SCHENKER (hereinafter referred to as „**own warehouse**“) and in case the own warehouse of the Forwarding agent is far from the place where the Consignment was refused more than 200 km (the shortest route through <https://maps.google.com/>), the Forwarding agent is entitled to search for other acceptable warehouse at the area of that place (hereinafter referred as „**foreign warehouse**“) and to arrange the transport and deposition of the Consignment in this foreign warehouse (basic conditions of storage are stated in point 75); or
- b. arrange the **return transport** to the former **place of loading**; eventually **primarily**
- c. **instruct the Carrier to purchase it**, or to realize the sale of Consignment by himself if:
 - a) it regards Consignment
 - that is easily perishable,
 - which condition reasons the need of its sale without any delay,
 - storage costs of which for three months, would exceeds 50% of the Consignment’s value stated in order, or
 - b) if there is a risk of a substantial damage on Consignment, and if there is no time to ask for instructions from the Principal, or if Principal hesitates with giving particular instructions;

and the Principal is obliged to pay the adequate Remuneration and related costs to the Forwarding agent..

Consignment Storage in a foreign warehouse

75. In case of the Consignment being stored in a foreign warehouse, if the Parties do not agree otherwise, the Forwarding agent or a Carrier authorized by him, is entitled to enclose a Contract on storage on his behalf, **on the account of the Principal** under these conditions:

- a. storage period minimum **1 week** with the possibility to pick up the Consignment even before this period,
- b. issue of the warehouse bill on the name of the Forwarding agent,
- c. possibility of the warehouse keeper to sell the Consignment if the Consignment will not be picked up within 5 days after expiration of the storage period with the obligation of payment of the income of the Consignment’s sale to the Forwarding agent (after reduced by sale costs and storage costs and fee).

76. Storage costs are borne by the Principal in its full range.

77. Forwarding agent will transfer the warehouse bill to the Principal which entitles him to ask for handover of the Consignment without undue delay under the condition, that all claims of the Forwarding agent against the Principal will be fully paid, otherwise he is entitled to postpone the transfer of the warehouse bill till the complete payment of such claims.

Consignment storage in an own warehouse

78. If the consignment shall be stored in the own warehouse of the Forwarding agent, it will be stored at the Forwarding agent for 1 week, whereas if the principal does not take over the Consignment within 5 days after expiration of the given period, the Forwarding agent is authorized to sell the Consignment, if this right is not given sooner due to other legal title.

79. In case of storage of the Consignment in the own warehouse of the Forwarding agent, neither - the fee for storage per day when the Consignment was deposited in the own warehouse, nor for the following day is not required, fee for the following period is included in the amount calculated as standard by the operator of the relevant own warehouse.

80. If the Consignment is not taken over duly and in time, the Principal is liable for all potential damage on Consignment from the moment, when the Consignment shall be taken over.

81. The transport shall be considered as finished at the moment of the Consignment's storage in a foreign or own warehouse.

Transport complications

82. Parties agreed, that in case of change of circumstances, that still allow the realization of the arranged transport **but under different conditions (e.g. traffic limitations, that requires a route diversion from the originally planned route and therefore the original route is prolonged etc.), whereas these conditions give reason for increase of remuneration and the transport fee (or other cost items), the Principal is obliged to pay to the Forwarding agent the adequate increased remuneration and related costs (transport fees, etc.)**. If the change of circumstances requires the realization of other necessary measures, the Forwarding agent is entitled to give instruction to the Carrier to realize it, whereas the Principal is obliged to reimburse all the related costs to the Forwarding agent.

83. The Forwarding agent is obliged to inform the principal without undue delay about change of circumstances and to ask for relevant instructions. The Principal is obliged to give relevant instructions to the Forwarding agent immediately, no later than in 1 hour from the announcement of the change of circumstances. If the Principal, with regards on the circumstances of a given case, is in delay with providing instructions, the Forwarding agent is entitled to proceed according to previous point (82).

Impossibility of transport

84. After the commencement of the transport, if a modification of the conditions of transport occurs, that **do not allow the realization of transport** of the Consignment agreed in the Transport contract, the Forwarding agent is obliged to announce this change to the Principal without undue delay and to ask for instructions how to dispose with the Consignment. If the Principal does not provide any instructions, or he is in delay with providing instructions with regards on the circumstances, the Forwarding agent is entitled to proceed according to point 74.

X. LIABILITY OF THE FORWARDING AGENT FOR THE CAUSED DAMAGE

85. Responsibility of the forwarding agent is governed by relevant provisions of the Commercial Code as amended. **If the Forwarding agent is liable for the caused damage**, parties agreed on this limitation of the liability of the Forwarding agent (special drawing rights later hereinafter referred to as „XDR“)

- a. If the damage was caused due to (during) storage of Consignment by the Forwarding agent, these maximized limits are applied for the amount of reimbursement of damage by the Forwarding agent, providing that the Forwarding agent is liable for such damage:

3	,925	XDR	per 1kg of gross weight of damaged, destroyed or lost goods, but not more than:
3.925	,000	XDR	for every damage case

- b. if the damage on Consignment was caused due to performance of other Forwarding activity of the Forwarding agent, the reimbursement of damage is limited up to **8,00 XDR per 1kg of gross weight** of damaged, destroyed or lost goods, maximum up to the amount **20.000,- XDR** for every single case of damage occurrence;
- c. in case of other damage, that does not fall under above stated indents (cases), and for which the Forwarding agent does bear liability, the reimbursement of damage is limited up to **20.000,- XDR** for every single case

86. The loss profit and other indirect damage shall not be refunded.

87. If the Forwarding agent caused the damage intentionally when fulfilling the Forwarding contract, the limits given in point 85 letter c. are not to be applied.

88. The Forwarding agent shall reimburse the damage to the Principal within 60 days from the date of delivery of properly issued invoice of the Principal, if the Principal proves that the Forwarding agent is really liable for damage, and at the same time the Principal proves the range of damage/loss making the calculation of the amount of reimbursement of damage according to point 85 (weight of Consignment or its part with concerning the damage case) available.

XI. LIABILITY OF THE CARRIER FOR THE CAUSED DAMAGE AND CLAIMING THE ENTITLEMENTS, COLLABORATION

Assignment of claims

89. **Claims** for reimbursement of the material or other damage/harm coming out of the Transport contract against the Leading carrier caused due to or in relation with damage, loss or destruction of the Consignment or its part during the transport or due to or in relation with not respecting the delivery period for issuing the Consignment are hereinafter referred to as „**Claims**“ and breach of Transport contract, that causes the creation of Claims is hereinafter referred to as „**Breach of Transport contract**“. In order to reach the highest possibility of legal security, the parties agreed, that **the Forwarding agent as a transferor shall assign all claims, forming/representing the Claims against the Leading carrier, or against other person, resulting from the relevant Transport contract or the Claims concerning that Transport contract, that Forwarding agent has, or could have had, to the Principal as a transferee on the basis of written contract on assignment of claims. Principal shall apply these Claims against the Leading carrier by himself; this is without prejudice to the right of the Principal to assign these claims representing the Claims consequently to his business partner, who, in a given situation, may suffer a direct material (nonmaterial) harm due to the breach of the Transport contract. Contract on assignment of claims according to this point (hereinafter as „**Contract on assignment**“)** shall be free of charge. Sample of the Contract on assignment is attached as Annex n.2 to these conditions.

90. The Forwarding agent as a transferor shall prepare the draft of Contract on assignment and he shall deliver it to the Principal via email following the moment when the Claims occurred. **The Principal undertakes and is obliged to reply to this proposal without undue delay**, no later than **within 32 operating hours from the delivery** of the draft of Contract on assignment. If the Principal agrees with the assignment, he shall print the Contract on assignment in two samples, he shall sign it and stamp it by company stamp and deliver it to the Forwarding agent without any undue delay **(i)** in the form of scan via email, and also **(ii)** in 2 signed written elaborations to the legal seat of the Forwarding agent (Bratislava). The Forwarding agent is obliged to sign the delivered written Contract on assignment in two elaborations and to deliver it without undue delay to the Principal **(i)** in the form of scan via email and **(ii)** in 1 written elaboration to legal seat of the Principal.

91. If the Principal shall not reply to the Contract on assignment in a given period, or in a given period he shall announce his disapproval with assignment of claims, it is considered, that the Principal is not interested in applying Claims against the Leading carrier, or against other person. **The stipulation according to point 92, that the Forwarding agent is not obliged to apply the Claims against the Leading carrier or against other person stays intact herewith.**

Enforcing the Claims by the Forwarding agent.

92. Derogating from the § 586 of the Commercial Code, the parties agreed, that the **Forwarding agent is not obliged to apply the Claims against the Carrier** nor against other persons; this does not affect the obligation of Forwarding agent to assign the claims representing the Claims against the Principal under the conditions according to point 89. Provision of the previous sentence shall not be applied, **if the parties separately agreed in written, that the Claims will be applied by the Forwarding agent.** The Forwarding agent is obliged, in cases as given in the first sentence, to perform urgent acts necessary to keep the possibility to apply the Claims against the Carrier (e.g. applying claims in foreclosure period etc.), providing, that the Principal is not able to do so in time, on his own. .

Collaboration

93. In case of breach of Transport contract and such related Rights, the Parties are obliged to provide necessary collaboration, that can be required from them in order to determine, as quick and precisely as possible, the:

- moment of occurrence of damage or other harm,
- reason of occurrence of damage or other harm,
- range of damage and of other material and immaterial harm,
- amount of damage or other harm,
- other facts necessary for proper application of the Claims.

XII. REMUNERATION AND PAYMENT CONDITIONS

94. Principal is obliged to pay to the Forwarding agent the Remuneration for transport arrangement and to reimburse him all costs regarding the relevant transport arrangement. Forwarding agent is a VAT payer and in cases, when the fulfilment of the Forwarding contract underlies to a value added tax, the Forwarding agent is entitled to invoice the Remuneration and the related costs with VAT in a legal rate, even in case, when it is not explicitly stipulated in (Framework) Forwarding contract.

95. If the Remuneration is calculated in a different currency from EUR, then the Remuneration is recalculated into EUR under the conversion rate of the National bank of Slovakia, valid on the date of issue of the relevant invoice.

96. Amount of Remuneration between the parties may be agreed:
(i) individually for transport arrangement (**individual transports**),
(ii) collectively, upon pricelist rates (**regular transports**),
altogether also as „**Remuneration agreement**“.

97. Composition of the Remuneration agreed according to point 89 will be specified in the relevant document (price quote, pricelist rates). In case the composition of Remuneration is not specified particularly, it is meant, that the Remuneration consists only of:

- **commission fee** of the Forwarding agent for arrangement of the Consignment’s transport and
- **some costs** related to the realization of the arranged transport, such as:
 - o transport fee and
 - o road tolls,
 altogether as „**standard costs**“,

whereas the amount being calculated with respect to foreseeable circumstances. In addition to the above, the Principal is also obliged to reimburse the Forwarding agent the useful costs incurred in arrangement of the required transport (not included in the Remuneration calculated according to the previous sentence). In the event of unforeseeable circumstances, (See e.g. point 71 et seq.), or complication and diversions, The Forwarding agent is entitled to unilaterally demand a reasonable increase of the Remuneration and the reimbursement of the useful costs incurred in connection therewith, and the Principal is obliged to pay/reimburse such a Remuneration and the costs incurred to the Forwarding agent in full amount.

98. The remuneration referred to in point 97 does not include a fuel surcharge, which will be quantified separately on the relevant invoice (if applicable, see point 110 et seq.).

99. Parties may stipulate also other charges for additional services, that will be invoiced to Principal separately.

Pricelist rates

100. The price list is valid for the period specified therein, otherwise for one year from the date of its approval. Unless agreed otherwise, at latest 10 days before the expiration of the validity period of the pricelist, the Forwarding agent may deliver the draft of new pricelist to the Principal. Providing that, the Principal **delivers** the written **approval**, or **does not deliver** the written **disapproval** to the draft of new pricelist to the Forwarding agent until the expiration of validity period of original pricelist, the new pricelist shall enter into force on the day following the date of expiration of the original pricelist’ validity and shall be valid for one year, unless the Parties agree otherwise. Providing that the Forwarding agent does not deliver at all, or delivers the draft of new pricelist to the Principal less than 10 days before the expiration of the original pricelist validity, or providing that, the Principal delivers his disapproval to the draft of new pricelist to Forwarding agent at latest till the expiration of original pricelist’s validity, the period of validity of the original price list shall be prolonged by 1 year, unless the Parties agree otherwise. In the event that the validity of the original price list is being prolonged due to the Principal's disapproval to the draft of new pricelist, the **Forwarding agent** has the **right to repudiate the framework Forwarding contract** (with immediate effect). In case of **significant change/derogation from the conditions** of transports arrangement, based on which the Forwarding agent prepared the draft of pricelist of rates (Framework Forwarding contract), the Forwarding agent is entitled to present the draft of adjusted pricelist of rates with new validity period at least 12 months, to Principal. **Providing that, the Principal will not, within 10 days after delivery of adjusted pricelist, announce his disapproval, or will express his approval in other manner, it is considered, that he approved the adjusted pricelist.** Providing that the pricelist will **not** get approved in manner and within the period stated in previous sentence, the Forwarding agent is entitled to repudiate the Framework Forwarding contract (with immediate effect). The adjustment of the pricelist shall be duly reasoned in writing by the Forwarding agent.

101. For the relevant Forwarding contract, the pricelist of rates valid **on the day of conclusion of the relevant Forwarding contract is decisive.**

102. Provisions of points 100 and 101 will apply adequately on other pricelists (for surcharges, fees, etc.) that are part of the Framework Forwarding contract.

Calculation weight

103. Unless otherwise agreed by the Parties, the Remuneration shall be determined depending on the **gross weight** of the Consignment (point 1.n) or depending on the **weight calculated** by the coefficient of Consignment’s volume or by the coefficient of loading meters (hereinafter referred to as the "**calculation weight**"), **according to which is bigger. Consignment weight (calculation/gross), which will be relevant for determination of Remuneration will be referred to also as "invoicing weight".**

104. The calculation weight is based on the following either from

- **the volume** of the Consignment, expressed in m³ (cbm), or from
- **loading meters** (abr. "ldm") taken by the Consignment in the cargo space

whereby the real dimensions of the Consignment (including the Transport unit and the packaging) determined in accordance with point 106 are being taken into account.

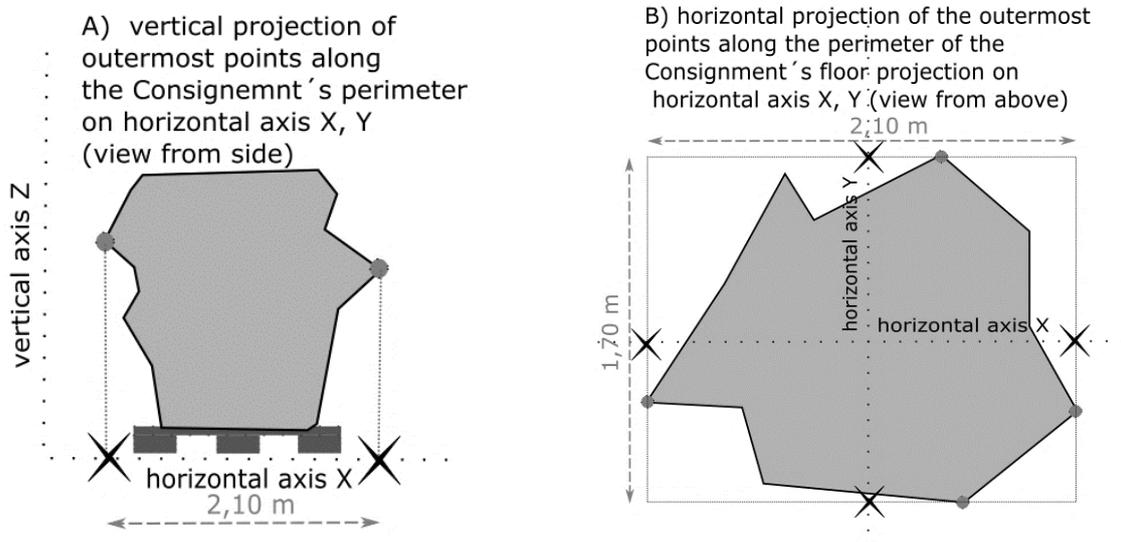
105. For weight calculation these coefficients are to be applied:

LTL transports	1 ldm = 1850 kg	
GRP transports	1 ldm = 1250 kg	1 cbm = 250 kg

106. Dimensions of Consignment **width x length** shall be determined in accordance with following:

A) there shall be performed the vertical projection of the outermost points along the Consignment’s perimeter on the horizontal axis X, Y (to the floor projection)

B) outermost points of the Consignment’s floor projection perimeter shall be consequently projected perpendicularly on horizontal axis X, Y (which are perpendicular to each other) (view on Consignment from above), so the square/rectangular surface projection allowing the determination of dimension width x length may be reached. For more detailed notion see following graphic illustration:

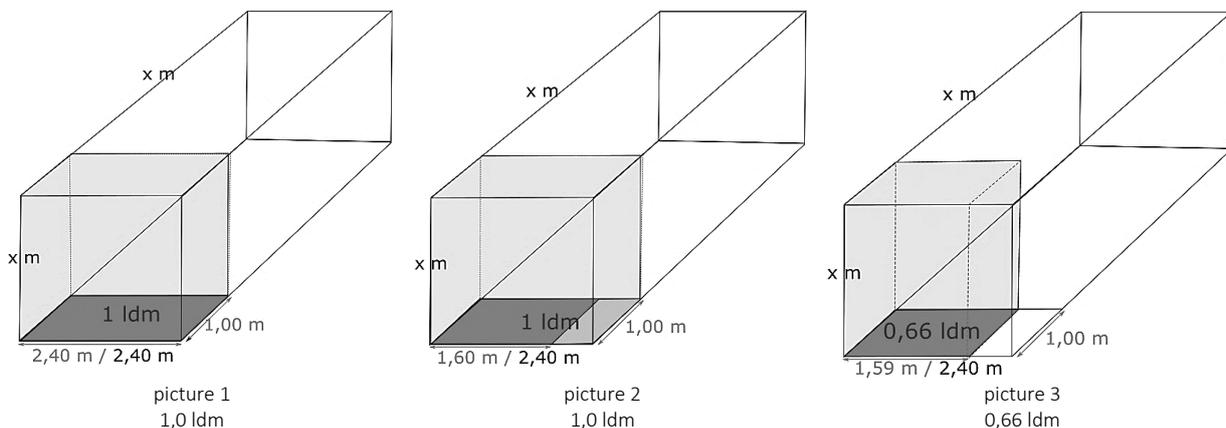


Parties agreed, that the calculation weight shall be calculated according to the volume or loading meters as it follows:

GRP	10 cbm and less = by volume	more than 10 cbm = by loading meters
LTL/FTL	stackable and non-stackable Consignment = by loading meters	

Loading meters

107. 1 ldm is considered as part of loading space of the transport vehicle of dimensions **2,4 m (of width of loading space) x 1,0 m (of the length of loading space)**. Parties agreed, that if the width of the Consignment is at least 1,60 m (i.e. it took at least 1,60 m of width of the loading space of the transport vehicle) for the purpose of calculation of loading meters it is meant, that the width of Consignment is 2,4 m (i.e., it took 2,4 m of width of loading space of transport vehicle, as it is illustrated on Picture 2 below.)



108. The parties agreed, that if both dimensions (width, length) of the floor projection of the Consignment (see point 106) are not equal, it is meant, that as width is considered that dimension of a pair of dimensions, that is bigger, provided that it is not bigger than 240 cm. If the bigger dimension of a pair of dimensions exceeds 240 cm, than it is considered as dimension of length.

109. If the Consignment consists of more Handling units, then to determine the dimensions of the Consignment the overall dimensions of all Handling units are taken into consideration such as width and length, determined by manner stated above, where the most optimized composition of Handlings units in the loading space is requested, while meeting the relevant requirements for lay-out of the load in the loading space (e.g. the permissible axle load of the vehicle, the total permissible payload of the vehicle, etc.)

Fuel surcharge

110. In case of repeated collaboration on the basis of framework Forwarding contract, the parties agree that the Principal and Forwarding agent are entitled, depending on development of average price of the diesel, to require the modification of the Remuneration (regarding the part of the transport fee) as given below.

111. Unless the parties agree otherwise, the **amounts given in the pricelist rates** are considered **to be the base prices**, while using the fuel surcharge coefficient of 0% (i.e. they are stemming from the average price of diesel within the scope of prices at the level of fuel surcharge in the amount of 0 EUR.). Base price, unless stipulated otherwise, presents the Remuneration, as it is defined in point 97 (price for arrangement of transport, road tolls, and costs of transport).

112. The coefficient of the fuel surcharge (%) is usually set on the first working day of new calendar month with the validity always from the 1st day of particular calendar month with the validity for whole particular calendar month. Firstly, there shall be determined the arithmetic average of statistic average weekly price of the diesel for last 4 continuous weeks, published (available) on the day of calculation of the current amount of the coefficient of the fuel surcharge. Regularly, in such a way, the average statistic prices of diesel for last 4 weeks, that are published on the first working day of the next calendar month are taken into consideration. Statistics published by Statistic office of SR on the website:

<http://statdat.statistics.sk/cognosext/cqi->

[bin/cognos.cgi?b_action=cognosViewer&ui.action=run&ui.object=storeId\(%22i4B1941EAC9154096A2C339E0666EA7E6%22\)&ui.name=Priemern%c3%a9%20ceny%20pohonn%c3%bdch%20%c3%a1tok%20v%20SR%20\(t%c3%bd%c5%bedenn%c3%a9\)%20%5b#](http://statdat.statistics.sk/cognosext/cqi-bin/cognos.cgi?b_action=cognosViewer&ui.action=run&ui.object=storeId(%22i4B1941EAC9154096A2C339E0666EA7E6%22)&ui.name=Priemern%c3%a9%20ceny%20pohonn%c3%bdch%20%c3%a1tok%20v%20SR%20(t%c3%bd%c5%bedenn%c3%a9)%20%5b#)

is taken into consideration.

113. The coefficient of the fuel surcharge shall be determined in this way; average diesel price calculated upon the point 112 shall be matched with particular range of diesel prices stated in table of fuel surcharge, which is a part of pricelist, and consequently, as a fuel surcharge coefficient shall be considered the percentage rate so assigned to particular prices range in table.

114. The relevant amount of fuel fee is calculated by multiplication of the relevant fuel surcharge coefficient and the base price.

115. The amount of the fuel surcharge is set per each Forwarding contract separately, whereas relevant is the % rate of the fuel surcharge valid for the month when the taxable fulfilment was provided by the Forwarding agent.

Claim for Remuneration and the maturity

116. Right of the Forwarding agent for Remuneration and reimbursement of other related costs (i.e. the right to issue the invoice) will occur at the moment, when the Forwarding agent encloses the relevant contracts for arrangement of required transport (mainly Transport contract), unless the parties agree otherwise.

117. Remuneration and right for reimbursement of related costs are payable in maturity period stated in particular invoice.

118. Principal pays his financial obligations against the Forwarding agent via bank transfer to the bank account of the Forwarding agent with identification of payment data according to the delivered invoices.

119. In case of Principal's delay of the payment according to the Forwarding contract or according to the Conditions, the Principal is obliged to pay the contractual penalty in the amount of 0,05% daily of every separate unpaid amount, per every day of delay of the debt payment, the claim for damages in full amount is not affected herewith.

XIII. CANCELLATION OF THE FORWARDING CONTRACT AND ITS CHANGES

Repudiation of the Forwarding contract by the Principal (CANCELLATION FEES)

120. Parties agreed that Principal is entitled to repudiate the enclosed Forwarding contract in written form partially or completely, if the written repudiation is delivered to the Forwarding agent:

- **at least 5 operating hours** before the earliest time of loading under the condition, that he pays the compensation for repudiation („CANCELLATION FEE“) in the amount of **70% of the whole Remuneration**, and in case of LTL/FTL transports at least 250 EUR. The amount of cancellation fee is the same also in case of partial as well as in the case of complete repudiation of the relevant Forwarding contract;
- **less than 5 operating hours** from the earliest time of loading from the start of loading under the conditions that he pays to the Forwarding agent the compensation for repudiation („CANCELLATION FEE“) **in the amount of 90% of the whole reimbursement**, and in cases of LTL/FTL transports at least **300 EUR**.

121. After arrival of the vehicle to the place of loading for the purpose of realization of the arranged transport, it is not possible to repudiate the contract; this does not affect the possibility to terminate the Forwarding contract by agreement of the parties.

122. Principal is entitled to repudiate the Forwarding contract also in case, when the forwarding agent fundamentally breaches the Forwarding contract, or the Forwarding agent breaches the Forwarding contract in a non-fundamental way, and the consequence of the non-fundamental breach was not eliminated within additional reasonable period provided by the Principal therefore.

123. Provision of § 574 of the Commercial Code shall not be applied for termination of the Forwarding contract.

Repudiation of the Forwarding contract by Forwarding agent (cancellation of the confirmed order)

124. Forwarding agent is entitled to immediately repudiate the Forwarding contract mainly if:

- a) after enclosing the Forwarding contract (e.g. during loading) it may transpire that:

- i. the Consignment is not properly or sufficiently packed, or if there are other reasons for which it is possible to reasonably presume, that some damage might be caused to the Consignment during the transport, unless it is possible to eliminate this insufficiency during the loading,
 - ii. the Accompanying documentation is not handed over to the Carrier altogether with the Consignment, the absence of which could cause a risk of damage on Consignment (e.g. handling documentation), eventually the risk of imposition of administration penalties (mainly customs documentation),
 - iii. the Consignment exceeds the dimensions given in the Forwarding contract (confirmed order), whereas with regards on circumstances of the given case, it is not possible to load this Consignment to the vehicle due to these reasons;
- b) Principal or other authorized person fails to provide proper and secure loading, stowage and/or fixing of the Consignment into /in the vehicle;
 - c) insolvency was declared on the property of the Principal, or in relation to the Principal the restructuring process was officially allowed,
 - d) a criminal offence could be commenced or generally binding legal acts could be breached by the arrangement of a Consignment's transport,
 - e) the Principal breached the Forwarding contract fundamentally or the Principal breaches the Forwarding contract non-fundamentally and the consequence of this non-fundamental breach was not eliminated within the additional reasonable period provided by the Forwarding agent therefore,
 - f) in other cases, mentioned in these Conditions, framework Forwarding contract or relevant Forwarding contract.

125. If the Forwarding agent (or Carrier) during the handing over of the Consignment for transport finds out the facts that reason the procedure according to point 124, the Forwarding agent is authorized to stop immediately the arrangement of Consignment's transport, or to stop/refuse the handing over of the Consignment to the Carrier and subsequently, to deliver, without undue delay, the written repudiation of the Contract to the Principal.

126. If the Forwarding agent (or Carrier) will get aware of the reasons for repudiation of the Forwarding contract by the Forwarding agent during the transport, the Forwarding agent shall dispose with the Consignment according to generally binding legal acts, and in cases, when it is reasonable regarding the nature of particular case (e.g. dangerous Consignments), he is authorized to instruct the Carrier to unload the Consignment, to store it, destroy it or defuse eventually to perform other sufficient measure. The possibility of the Forwarding agent to repudiate the Forwarding contract stays intact herewith.

127. Forwarding agent is entitled to claim damages and reimbursement of all costs borne by him due to the breach of the Principal's obligation, or due to the occurrence of the reason for repudiation of the Forwarding contract according to this article (XII).

128. Provision of § 575 of the Commercial Code shall not be applied for the termination of the Forwarding contract.

Effects of the repudiation of the Forwarding contract (effects of confirmed order termination)

129. Repudiation of the Forwarding contract shall be in written form, and shall be delivered to the other Party via electronic mail. Repudiation becomes effective at the moment of its delivery to the other Party, and causes the termination of the Forwarding contract or its part from the moment of the effectivity of sole repudiation (ex nunc).

Modification of the Forwarding contract

130. Principal is entitled to propose the modification of the Forwarding contract at any time after concluding the Forwarding contract. Modification of the Forwarding contract **requires the agreement of both Parties** (regarding the increase of the Remuneration and related costs as well; in case of regular transports such modification is based on agreed pricelist rate if it is possible; otherwise the Remuneration modification shall be stipulated separately, etc.) If proposed modification is not objectively possible to realize (e.g. due to time context, possibilities of Carrier, conditions of the concluded Transport contract, etc.) the Forwarding agent shall inform the Principal on this without any undue delay. This does not affect the right of Principal to repudiate the Forwarding contract under the conditions given in point 120, if the agreement on modification of the Forwarding contract, will not be concluded.

Termination of the Framework Forwarding contract by notice

131. Unless stipulated otherwise, both parties may terminate the Framework Forwarding contract (concluded even for definite period of time) by written 3 months' notice, which period of notice commences to run on the 1st day of calendar month consequent to month in which the notice was delivered.

XIV. CIRCUMSTANCES EXCLUDING LIABILITY

132. Parties are not liable for harm occurrence or breach of their contractual obligations, or occurrence of circumstances resulting from vis maior. As vis maior, it is considered to be mainly, not exclusively: fire, flood, earthquake and other natural catastrophe, war, unexpected action of public authorities, civil unrest, uprising, terrorist attack, whirlwinds, embargos, or any other similar matters, that are unable to predict or divert.

133. Parties are obliged without undue delay, after it is possible, to inform mutually on vis maior cases, that occurred or there is an imminent risk of their occurrence. After elimination of vis maior obstacles, the parties are obliged to provide each other with necessary collaboration to proceed in fulfilment of particular Forwarding contract.

XV. CONFIDENTIALITY

134. All information received by the Party within fulfilling the obligations or execution of rights coming out of Forwarding contract and Conditions or in relation to them, from the other Party or about the other Party, with no regards on whether the content concerns any Party, its customers, or any other object, and at the same time this information is not public known nor available to public, the Parties shall consider it as confidential and they undertake to ensure, that this information will not be forwarded to third person without written approval of the other party.

135. As a breach of confidentiality obligation, it is not considered to provide or to make the confidential information accessible to:

- the authorized state body on the basis of decision or other procedural act,
- the Carrier or to other persons for the purpose of Consignment transport's arrangement or for the purpose of fulfilling other obligations according to the Forwarding contract,
- third persons under the conditions that it is needed for realization of obligations or execution of rights and of legitimate interests (e.g. to auditors, tax and legal advisors, etc.)

XVI. FORM OF LEGAL ACTS AND DELIVERY

136. In case if these Conditions require written form for realization of the legal act, it is sufficient if the act is provided in electronic form, and if it is provided by a person authorized to act on behalf of the relevant Party, unless these Conditions require anything else.

137. If these Conditions require delivery via electronic mail, the message is considered to be delivered to the addressee at the moment of delivery to his mailbox.

138. Communication via electronic mail is realized via electronic address given in a specific attachment that is a part of framework Forwarding contract, otherwise to the email address that the Parties are familiar with.

139. If it is required to keep the written form by issuing the document and providing signature on the documents, it is necessary to keep this form. Written form is kept even when the document was printed, signed and consequently scanned, or converted to electronic form in other manner. The signature acting for the Forwarding agent may be substituted by facsimile, or by other form of transmission of the signature to the document in electronic form.

XVII. APPLICABLE LAW AND COURT JURISDICTION

140. Legal regulations of the Parties stemming from concluded Forwarding contracts, Framework Forwarding contract, of pre-contractual relations, non-contractual relations, Conditions, including the claims for damages and returning of unjustified enrichment are regulated by **the legal order of the Slovak Republic**, mainly by CMR Convention, provisions of the Commercial Code and provisions of generally binding legal acts valid in the territory of the Slovak Republic.

141. In case of disputes that directly or indirectly are coming out or will be coming out of the concluded Forwarding contracts, Framework Forwarding contract, , pre-contractual relation, non-contractual relations, Conditions, including rights for reimbursement of damage and returning of unjustified enrichment, that will always be exclusively regulated by decisions of **courts of the Slovak Republic** whereas the relevant court is the court according to the legal seat of the Forwarding agent at the time of deposit of the petition. Other courts and arbitration courts are excluded of the hearing and dispute resolution.

XVIII. FINAL PROVISIONS

142. If any provision of these Conditions or its part is or will become invalid in the future, the other provisions of the Conditions remain valid. Contractual parties shall replace the invalid provisions of the Conditions or its part by new provision (part) that is closer to purpose checked by the related provision (its part) at enclosing the relevant framework Forwarding contract.

143. Parties explicitly agree, that the Forwarding agent is entitled to modify this Conditions unilaterally. Modified Conditions will be published by the Forwarding agent on his web site, and will deliver the announcement on their modification to Principal; Conditions in modified wording will be the annex of such announcement. Modification may not enter into force sooner than 10 days after delivery of announcement pursuant to previous sentence. In case, the Principal does not agree with the modification of the Conditions, he is entitled to repudiate the Framework Forwarding contract immediately in writing, and deliver this written repudiation to Forwarding agent at latest on the day preceding the day of entering the Conditions into force. Unless the Principal will repudiate the Framework Forwarding contract pursuant to previous sentence, it is considered, that the Principal agrees with the modification of this Condition, and the Conditions in modified wording fully substitutes the Conditions in original wording, that are the part of the Framework Forwarding contract.

Annexes:

Sample of the contract on assignment

= TEMPLATE =

CONTRACT ON ASSIGNMENTS OF CLAIMS

concluded under § 609 a § 586 of Commercial code

by and between

Assignor:	SCHENKER s.r.o.
seat:	Kopčianska 94, 851 01 Bratislava
ID:	31 327 222
Registered in:	Company register of District court Bratislava I., Section Sro, insertion no.: 3041/B
	Name, position, or other title to act on behalf of Assignee
acting on behalf:	
	(hereinafter referred to as only „ Assignor “)

and

Assignee:	Name of Assignee
seat:address....
ID:Number.....
Registered in	Please state the register (company register, trade register, etc.)
acting on behalf::	Name, position, or other title to act on behalf of Assignee
	(hereinafter referred to as only „ Assignee “)
	(Assignor and Assignee together referred to only as „ Parties “)

ARTICLE I.

Introductory provisions

1.1 Assignor as forwarding agent, and Assignee as principal had concluded on*fill the date*..... The Forwarding contract, for arrangement of transport of this consignment:

Type of goods	Type of transport (handling) unit	No. of transport (handling) units	Gross weight (kg)

Hereinafter referred to as „**Consignment**“, from the place of loading to the place of unloading

1.2 Assignor concluded, aiming to arrange the requested transport, the Transport contract No. with the carrier:*name*.....,*seat*.....,*ID No*..... (hereinafter referred to as „**Carrier**“). Therefore the Carrier is liable for proper execution of the requested transport of Consignment, regardless to the fact, whether he executed the transport on his own, or by using third person. Transport took place on (between days): date of loading:, date of unloading:

1.3 During the transport of the Consignment, this situation had happened:*please, describe the process of transport briefly at this place, with focus on description of damage event (collision, loss of Consignment, damage of vehicle, delay in unloading, etc.*..... (hereinafter referred to as „**damage event**“).

1.4 Due to damage event, described in point 1.3, this harm on property occurred:

- **damage/loss** on/of Consignment in range of:%. The amount of damage on sole Consignment was calculated by harmed person to approximately EUR.

- **other property harm:** “in amount of EUR” / eventually “the amount of which will be fixed only in addition”,

(hereinafter referred, in common for all monetary and non-monetary harms occurred as result of damage event, to also as „**damage**“).

- 1.5 Parties rely on the fact, that the damage was suffered by the Assignee, **but** regarding the provision of § 609 and § 586 of the law No. 513/1991 Coll. Commercial Code as later amended, **the Assignor has the active legitimation** to enforce the claims for reimbursement of the damage occurred due to damage event against the Carrier.

ARTICLE II.

SUBJECT MATTER OF THIS CONTRACT

- 2.1 The Assignor hereby, free of charge, assigns **all claims** against the Carrier for monetary reimbursement of damage and any other monetary or non-monetary harm suffered due to damage event, to Assignee, **stated, and even those not stated in point 1.4 above.** The Assignee accepts this assignment of claims, and receives all these claims.
- 2.2 Together with the assigned claims, also their accessories and all rights connected herewith pass to the Assignee.

ARTICLE III.

FINAL PROVISIONS

- 3.1 Contract is concluded, and becomes valid on the day when it will be signed by the representative of both Parties. If this Contract is signed not at the same day, the Contract become concluded on the day, when the last signature was attached.
- 3.2 Contract is elaborated in 2 originals, each Party will receive one.
- 3.3 This Contract may be modified and completed only in manner of both Parties agreement, in the form of written upwardly numbered amendments, signed by both Parties, unless this Contract states otherwise.
- 3.4 Rights and obligations of the Parties resulting from this Contract pass, with no limitation, to Assignor’s as well as to Assignee’s legal successor.
- 3.5 If any of this Contract provision becomes invalid, or ineffective, Parties shall conclude an amendment to this Contract, which will replace such provisions by provisions, that will be in compliance with the content and purpose of invalid or ineffective provisions.
- 3.6 The Assignee is fully aware of possible legal consequences stemming from 1st and 2nd sentence of § 619 of Commercial Code. In order to reach legal certainty, the Assignee is allowed to assign the claims further to consignee, providing that the Assignee has not the status of consignee at the same time.
- 3.7 Parties declare, that they conclude this Contract freely, seriously, without any error, neither under pressure, nor under disadvantageous conditions; they read it before signing, and fully understood its content, what they confirm by signature of their representatives.

In on

In on

SCHENKER, s.r.o.
State name, and position of acting person

State the name of Assignee
State name, and position of acting person