

GENERAL TERMS FOR TRANSPORT SERVICES

Article I. Initial provisions

The following general terms for transport services shall apply to any transport services of goods (hereinafter referred to as "Products") ordered by DREVOINDUSTRIA SMOLENICE, s.r.o., Lošonec 244, 91904 Smolenice, ID: 46 431 691, VAT ID: SK2023394010 (hereinafter referred to as the "DREVOINDUSTRIA") from any given supplier of transport services irrespective of whether he acts on his capacity as transporter or as freight forwarder (hereinafter referred to as the "Carrier"). The purpose of these general terms is to set forth the basic conditions of performance by Carrier, in whatever capacity (freight forwarder, agent, handler, service agent providing customs brokerage or not, forwarder, haulier, etc.), for DREVOINDUSTRIA, of transport services of Products, of any kind, from any origin, to any destination, both domestically and internationally.

DREVOINDUSTRIA shall neither be bound by conditions made by the Carrier deviating from these general terms unless such conditions have been agreed in writing between the DREVOINDUSTRIA and the Carrier; nor shall the DREVOINDUSTRIA be bound by conditions made by the Carrier even though the DREVOINDUSTRIA has not objected to such conditions. Delivery of Products cannot be interpreted as implicit acceptance on the part of the DREVOINDUSTRIA of deviating terms of delivery made by the Carrier.

Article II. Definitions

Under these general terms, the terms below have the following meaning:

Carrier: the subject to whom the Order of DREVOINDUSTRIA is sent and performs for DREVOINDUSTRIA transport or related Services irrespective of whether he acts on his capacity as transporter or as freight forwarder;

Claim: official claim of DREVOINDUSTRIA sent to the Carrier by email or in writing regarding quality of the performed Services, e.g. damage or loss of the Products, delay of the Shipment etc.;

Bill of lading: document that describes Shipment and its value and proves that the Shipment was shipped by the Shipper to the designated port of discharge;

Exemption Event: the Parties agree that as an exemption event shall be considered any and all circumstances and/or events beyond the reasonable control of the Carrier including but not limited to "Force Majeure" incident - e.g. Act of God, earthquake, cyclone, storm, flood, fog, war, plane crash or embargo, riot or civil unrest, industrial action, hail, fire due to natural causes, labor disorder, sabotage, acts of terrorism,; rotation and/or services changes and/or call bypassing (including, without limitation refusal of loading) decided by the sea and/or air Carrier;

Order: request to perform Services sent by DREVOINDUSTRIA to Carrier by email, phone or any other means of communication used between the Parties. The Order may be sent daily non-stop, however at least 24 working hours prior requested Loading time of the Shipment and until 12 o'clock of previous day. Standard working hours for Order sending are between 7:30 to 16:00 CET;

Product(s): any item(s) including containers, pallets or similar articles of transport or packaging not supplied by or on behalf of the Carrier, that shall be transported in according to the Order sent by DREVOINDUSTRIA;

Services: transport of the Products performed by the Carrier pursuant to an Order issued by DREVOINDUSTRIA by any means (air, rail, sea, road...), and any related services as mentioned in the Order;

Shipment: means all the quantity of Products that is at the same time made available to the Carrier and for which the Services are ordered by the separate Order sent by DREVOINDUSTRIA;

Tax Authority: means any governmental, state or municipality, social or other fiscal, revenue, customs or excise authority, body or official or other authority competent to impose, assess or collect any liability relating to Taxes;

Taxes: any taxes, tariffs, fees, levies, duties, charges, imposts or withholdings of whatever nature;

Article III. Contracting and ordering of the Services

- Services shall be performed by the Carrier based on the Order sent by DREVOINDUSTRIA by email.
- Carrier is obliged to confirm or to refuse the Order to perform Services within 12 hours from its delivery within standard working hours between 7:30 to 16:00 CET. In case of refusal, the Carrier shall specify the reasons for rejection. In case the Carrier does not reply to the Order within above mentioned period, it is deemed that the Carrier accepts the Order.
- The Carrier shall notify DREVOINDUSTRIA within the same period as per para. 2 of this Article if he requires additional information to perform Services according to Order or if there is any issue regarding the performance of Services according to Order sent by DREVOINDUSTRIA.
- The Carrier and DREVOINDUSTRIA have agreed that if the price for Services is not agreed in advance by the Parties in separate written contract, DREVOINDUSTRIA shall be entitled to set the reasonable price for the Services stated in the Order by DREVOINDUSTRIA.

Article IV. Performance of Services

- The Carrier undertakes to perform Services based on an Order made by DREVOINDUSTRIA and in line with terms and conditions specified in the Order and these general terms.
- The Carrier undertakes to perform Services with necessary professional duty of care and in a proper and timely manner as stated in the Order.
- The Carrier explicitly undertakes to ensure adequate means of transport to be present in the agreed period for loading of the Shipment in the Order. The Carrier shall without any limitations indemnify and holds DREVOINDUSTRIA harmless from any and all damages incurred due to delay in loading including any penalties and costs incurred due to problems in the production of DREVOINDUSTRIA or its client caused by such delay.
- The Carrier shall ensure that in the price for the Services is included 21 free of charge days at the port of the discharge. In case the Carrier fails to comply with the obligation set in previous sentence, the Carrier shall be liable for any and all incurred costs and damages.
- The Carrier shall ensure issuance of all necessary documents for Shipment including Bill of lading in necessary counterparts.
- The Carrier undertakes to verify the information included in the Bill of lading.
- The Carrier undertakes to deliver draft of Bill of lading for the Shipment to the DREVOINDUSTRIA by email within 5 days from the loading of the Shipment.
- The Carrier undertakes to deliver original of Bill of lading for the Shipment in hard copy to the designated office of DREVOINDUSTRIA latest 14th day from the loading of the Shipment.
- In case the booking of the Shipment is divided to separate bookings, the Carrier undertakes to immediately notify DREVOINDUSTRIA with the list of containers for each booking. Such division cannot cause delay in delivery of original Bill of lading in hard copy as agreed in para. 3. of this Article.

- The Carrier shall be liable to DREVOINDUSTRIA for damages incurred as a result of inaccuracies or incompleteness of information stated in the Bill of lading as well as if such Bill of lading is not delivered in agreed period in hard copy to DREVOINDUSTRIA.

Article V. Rights and obligations of the Parties

- The Carrier shall conclude and maintain during the cooperation with DREVOINDUSTRIA a comprehensive insurance policy with respective insurer, that is widely known to be solvent, concerning liability for any and all damages or losses caused by Carrier during the performance of the Services to the DREVOINDUSTRIA. The limit of the insurance coverage shall always correspond to the value of each Shipment however it should be at least 100.000,- EUR for each Shipment. The Parties agree that the price for Services shall already contain a surcharge for such insurance policy for DREVOINDUSTRIA Shipments.
- The Carrier undertakes to always carry out necessary legal procedures for maintaining the right of DREVOINDUSTRIA to take legal action against liable person, in the event of loss or damage of the Shipment, if the Carrier is not liable for such loss or damage of the Shipment. Failing this obligation, the Carrier shall bear full liability for incurred damages to DREVOINDUSTRIA.
- The Carrier is not entitled under any circumstances, in any way to detain the Shipment or any of the transported Products. The Carrier is not entitled to put a lien, right of retention or any other right of a third person to the transported Products to secure his claim(s) for the payment for provided Services. Even in the case of possible disputes with DREVOINDUSTRIA, the Carrier undertakes to deliver upon first request all the Products that had not yet been delivered according to the Order.
- DREVOINDUSTRIA is entitled to handle the Shipment during provision of Services, mainly to order the Carrier to stop the transportation, to change the place of delivery or to provide the Shipment to another Consignee.
- The DREVOINDUSTRIA undertakes to pay price (Services charge) to the Carrier for the performed Services in the amount agreed in the Order or in the separate written contract.
- If the Carrier, as the supplier of Services, fails to pay even a part of any Taxes (e.g. VAT, tariffs, customs fees etc.) and the Tax Authorities shall claim such Taxes from DREVOINDUSTRIA, the Carrier undertakes to pay DREVOINDUSTRIA any and all paid amount including related costs and penalties to respective Tax Authority on behalf of the Carrier, no later than 15 days after the delivery of a notice from DREVOINDUSTRIA to pay such amount. Regardless of the previous sentence, DREVOINDUSTRIA shall be entitled to withhold from the invoiced price of Services an amount corresponding to the amount of the value added tax stated on each invoice issued by the Carrier to DREVOINDUSTRIA, if the registration of the Carrier for value added tax is canceled pursuant to respective legal regulations or there is a reasonable doubt that the Carrier would fail to pay the relevant value added tax on time as stipulated by the relevant legal regulations. DREVOINDUSTRIA is however entitled to use such withheld amount only to pay respective value added tax for performed Services by the Carrier to Tax Authorities on behalf of the Carrier which DREVOINDUSTRIA is obliged to pay as a guarantor pursuant to respective legal regulations. DREVOINDUSTRIA shall return to the Carrier the unused part of the withheld amount upon submission of a confirmation issued by the relevant Tax Authority that the reasons for which DREVOINDUSTRIA had become the guarantor of the value added tax ceased to exist.
- In case DREVOINDUSTRIA sends official Claim to the Carrier regarding the performed Services, the Carrier undertakes to respond by written statement to it within reasonable period of time, however not later than 15 working days from the delivery of such Claim. The Carrier undertakes to provide the statement to the Claim with sufficient reasoning and to accompany it with any and all documents supporting this statement. The DREVOINDUSTRIA shall consider the Carriers statement to the Claim and shall reply to the Carrier within the period of 15 working days from the delivery of the Claim to the Carrier. Both Parties shall use all necessary endeavor to agree on the settlement of the Claim within the period of 60 calendar days from the delivery of the Claim to the Carrier. The Parties agree that the due period of the invoice for Services related to the Claim, if it is not already paid by the DREVOINDUSTRIA, is automatically prolonged by additional 60 calendar days during which the Claim shall be settled by both Parties. The Carrier is not entitled to ask any appurtenances or compensation from the DREVOINDUSTRIA due to such automatic prolongation of due period of the invoices.
- DREVOINDUSTRIA shall be entitled to set off anytime any and all receivables towards the Carrier with any and all due or undue receivables of the Carrier towards DREVOINDUSTRIA.

Article VI. Liability

- The Carrier shall be liable for complete or partial loss of the Shipment and/or for its damage or destruction occurring during the performance of the Services, as well as for late delivery of documents such as Bill of lading.
- The Carrier undertakes to indemnify DREVOINDUSTRIA for damages, including lost profit, for each delayed or unrealized transport, including contractual penalty that DREVOINDUSTRIA is obliged to pay to its client in such case.
- The Carrier may liberate from its liability if the delay, damage or loss of the Shipment was caused by DREVOINDUSTRIA or by the Exemption Event.

Article VII. Governing law and jurisdiction

- The general terms shall be construed according to the laws and bidding regulation of Slovak republic and any applicable International Conventions for carriage Products by road, sea, air or rail.
- In the event of a dispute arising out or in connection with these general terms, the Parties shall endeavor to settle the dispute through good-faith negotiation. If the dispute cannot be resolved through negotiation, the Parties agree to submit the matter in dispute to the general courts of Slovak republic based on the procedural rules according to the governing law.

Article VIII. Final provisions

- The Parties undertake to keep confidential all information of the other Party received within or in relation with the performance of the Services and to not disclose the information to a third party without the prior written consent of the other Party.
- The provisions of these general terms shall be binding for both contracting Parties, unless otherwise agreed in separate written contract. These general terms shall represent an inseparable part of each contract for transport Services concluded by and between DREVOINDUSTRIA and the Carrier after the validity of these general terms.
- The DREVOINDUSTRIA reserves the right to cancel, amend, modify or replace these general terms at its own discretion, however a specific Order is governed by general terms valid at the time when the Order was sent to the Carrier. Any changes of general terms shall become effective as of the day of their publication on the website of DREVOINDUSTRIA (www.jurovcik.sk).
- These general terms are valid as from 1.1.2023 and shall apply to any and all transport Services performed by the Carrier after this date.

DREVOINDUSTRIA SMOLENICE, s.r.o.

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ID: 46 431 691, VAT ID: SK2023394010

Registered in Business registry of District court Trnava, Section Sro, Insert No. 28456/T