

GENERAL CONDITIONS OF THE CONTRACTS OF CARRIAGE (GCCC)
The effectiveness since: 01.03.2015

I. Introductory provisions

I.1. These GCCC are in accordance with § 273, 513/1991 Coll. (the Commercial Code)

an integral part of all contracts of carriage ("contract"), concluded by the company

MARCO - SPEDITION, Ltd., established: Šenkvičká cesta 12, 902 01 Pezinok, Identification number: 35 681 420,

in the legal position of the client and company

Identification number: _____,

Identification number VAT: _____,

e-mail: _____,

with the authorization of the competent business in the legal status of the carrier, while the subject of the contract is to carry out the national or international transport, for payment.

I.2. Expressions, defined in the contract, also have the same meaning in these GCCC, except for that, if it is stated explicitly otherwise. In case of national transport operations, the "CMR" is in the meaning of these GCCC a delivery note, or a similar document.

I.3. In case, if the place of loading and/or the place of unloading is not in the territory of the Slovak Republic, on the legal relationships arising from the contract, in addition to the legal order of the Slovak Republic and of the VOPZP, the provisions of international conventions, CMR, TIR, AETR, ADR and ATP will be referred to the contract (together for the provisions of the law order of SR, the international conventions "the regulations").

II. Conclusion of the contract

II.1. In case, if the client takes place at the conclusion of the contract, the client will deliver to the carrier a suggestion to conclude a contract in the form of order (hereinafter referred to "order") by means of electronic mail. The order may be related to one or more transportations.

II.2. The client delivers the order to the carrier, always on working days (these days do not include Saturdays, Sundays and public holidays) from 8: 00 to 18: 00 (CET). In case, if the order is delivered outside of the time, this order will be considered to be received on the next working day at 8: 00 am.

II.3. The order will include:

- a) the number, location, and date of the order, the identification of the customer and the carrier,
- b) the specification of the shipment, at least in the scope: kind of goods, the quantity of goods or product code;
- c) financial conditions of carriage;
- d) term (period) of loading and unloading; the place of unloading may be in the order determined alternatively, in such a case, the carrier undertakes to carry the goods to any location specified by the client;
- e) conditions for the carriage of goods which will be considered as conditions of protection, packaging and storage of goods, for the purpose of preventing damage;

f) administrative conditions which will be considered as conditions of registration of the carrier, completion, or submitting forms, etc.;

g) other conditions or instructions of the client according to the specificities of each transport.

II.4. If the carrier does not deliver a document to the client **no later than one hour** after the receipt of the order by e-mail or fax, in which he expressly does not accept the order as a draft of the contract and refuses to conclude a contract (or he does not have an interest to conclude the contract), the contract will be considered to be properly closed, by a waste of the expiry of that period. The initiation of the implementation of transport will be considered as repeated confirmation of the conclusion of the contract and acceptance of these GCCC.

II.5. By concluding the contract the carrier:

a) declares that he has sufficient professional experience and transport capacities (means of transport, drivers with good working performance/time) for the implementation of transport according to the concluded contract,

b) confirms that he is insured against liability for damage to the goods, including the loss and theft of goods, and also for other damages, that result/may result from the contract, and with a height of insurance coverage of at least € 150,000 (literally: one hundred and fifty thousand) unless in the order it is set out the higher amount,

c) undertakes to carry out the transport properly and on time, with the professional care, in accordance with the provisions of the agreement, GCCC, regulations and instructions of the client.

d) by the transport he is obliged to fulfil all the duties, which are in connection with regulations and also juridical order of other country, in that the transport will be realised, including any kind of registration duties.

II.6. The carrier has been informed and agrees, that the client is entitled to cancel the order, to refuse the draft contract of carriage to the time of the implementation of the transport/loading by the carrier on the basis of e-mail, or fax notification of this fact to the carrier.

III. The rights and obligations of the Contracting Parties

III.1. The carrier is obliged and undertakes to:

a) perform the services personally, he is authorised to use the next carrier only after the prior written consent of the client; for breach of the provisions of the contract or of these GCCC or regulations the carrier always and in any case corresponds to the transport, as if he carried it out by himself;

b) ensure that the means of transport that will be used to carry out the transport, is in perfect working condition, storage space of the means of transport is clean, and suitable for the transport of specified goods or adapted to avoid damage to the goods; in case, if the licence plate of the means of transport is a part of contractual conditions, the carrier performs the transportation of the means of transport, which has been assigned by this license plate;

c) strictly comply with the order and the date of loading and unloading the goods, to ensure against shifting and damage; the goods must not be accompanied by other goods without the prior written consent of the client;

- d) carefully preserve all documents (including customs documents and the Bill of lading CMR) relating to the shipment and which were transmitted in lading;
- e) by loading the goods to perform a complete inspection of the shipment and its comparison with the Bill of loading (CMR); by signing the Bill of lading CMR, the carrier confirms performing of the inspection;
- f) in case of discrepancies or irregularities in carrying out the checks referred to the previous point, these facts must be put into the Bill of lading (CMR) immediately, and at the same time about these facts to inform the client immediately; if the carrier fails to make an entry into the Bill of lading before the transportation starts in the scope of the CMR or these facts, (before the transportation) he does not inform the client, the compelling presumption will be accepted, that the shipment was complete, undamaged and free from defects when loading;
- g) If the goods are not located at EUR pallets, always by the loading and unloading of pallets to carry out changes the pallets according to international transport habits in the territory of the EU; by each change of pallets (in addition to the record for each exchange of this fact to the CMR Bill of lading), the carrier is required to obtain a separate, confirmed document (that contains the signature of the authorised person, the license plate of the vehicle, the date, stamp, data on the number of pallets), data on the exchange of pallets which (in its original form) delivers to the client at the latest by receipt of the invoice in accordance with the Art. IV. GCCC.
- h) in case of any irregularities or complications, and changes from the terms and conditions agreed in the order, or in case of damage, loss, theft, technical failure of the vehicle, delays or irregularities (temperature, quality, quantity, type of goods, etc.) by loading/unloading to stop immediately loading or unloading to contact the client by telephone, make an entry into the CMR and the latest from 3 hours to send the message to the client (in writing, by e-mail, fax) with a detailed description of the situation;
- i) in any way not to contact senders of the shipment, it means senders who are in a string of transport/forwarding contracts before the client, not to contact other people who are listed in the CMR or in delivery notes;
- j) at any time, at the request of the client, to prove the existence of insurance in the meaning of point II. 5. b) of these VOPZP.

III.2. The carrier agrees and notes that in its entirety will be responsible for a total or partial loss of a shipment and/or for its any damage, that is from the moment of receipt of the shipment for carriage to the point of delivery to the recipient, as well as for all damages and lost profits, arising out to the client in connection with a breach of the obligations of the carrier, according to the contract, VOPZP, or regulations. On the part of the client is also given a special interest in delivery of goods in accordance with No. 26 in the Convention CMR. The value of the goods is 100,000 €, except for when it is provided in the order otherwise.

III.3. In case of detection of any false declaration and/or breach of an obligation of the carrier, referred to the contract and/or GCCC, the customer is entitled to refuse the loading and/or withdraw from the contract, with written notification of this fact (of resignation), the carrier will not affect the right of the client to pay the damages and/or a contractual penalty.

III.4. The client will be entitled to set off any claims against the claims of the carrier unilaterally.

III.5. Until the goods have not been delivered to the recipient, the client reserves the right to require so that the transportation has been interrupted und the goods have been returned to him, or so that it have been loaded with the goods otherwise. In such a case, the carrier will be obliged to comply with the client.

III.6. For the proper performance of the carriage, the carrier will be entitled to the agreed amount for transportation, in the amount and under the conditions laid down in the contract.

IV. Other provisions

IV.1. In case, that the carrier breaks any kind of duty according to the contract, GTCCC or regulations, he is obliged to pay a contractual penalty upto the amount of price for the transport to the orderer, it is also possible repeatedly, for each breach.

IV.2. In the event that, due to the breach of the obligations of the carrier referred to these GCCC, contract or regulations, the client will be obliged to pay any performance to third parties, in addition to a contractual penalty, according to the point IV.1. of these GCCC, the carrier will be obliged to pay to the client a contractual penalty in the amount of such a performance.

IV.3. Contractual penalties in the meaning of this article, will be payable within 7 days of receipt of the invitation of the client, in this invitation will also be given a specific amount of the penalty determined in accordance with the provisions of this article. With payment of the contractual penalty the client's claim to withdraw from the contract or to claim damages is not affected.

IV.4. The carrier is entitled to assign his claims from the contract to the third parties only with the prior written consent of the client.

IV.5. The carrier is obliged to maintain the confidentiality of the following knowledge and information, about which he has learnt in connection with the conclusion of the contract: information about the client, sender, recipient, the goods and the financial terms and conditions of carriage, as well as any additional information identified by the client as confidential/secret, this information is considered to be confidential in the meaning of § 271 of the Commercial Code. The obligation of professional secrecy and the protection of confidential information, according to this article, takes after its expiry, or after the dissolution of the contract.

IV.6. Written submissions will be considered as duly submitted and addressed to the Contracting Party on time, if they are delivered personally, by registered mail or by courier mail article on the official addresses of the Contracting Parties listed in the Commercial Register, or notified to the another Contracting Party, unless the Contracting Parties agree otherwise in writing. For the day and hour of service will be considered:

a) in the case of personal delivery: date and hour indicated on the confirmation of delivery,

b) in the case of service by courier mail: date and time listed on the official confirmation of personal receipt, the date and time of rejection of receipt that is documented in the written confirmation of the courier mail,

c) in the case of service by registered mail: the third calendar day after the date of dispatch of the written submission, the presumption, referred to this paragraph, is compelling.

IV.7. Written submissions, delivered by electronic mail, will be delivered to the e-mail addresses of the Contracting Parties referred in the contract or in these GCCC. The submission delivered by electronic mail will be considered to be received at the moment of delivering of the e-mail message to the addressee.

IV.8. All legal relationships arising directly or indirectly from contracts are governed by the legal order of the Slovak Republic and the relevant rules, including the legal relations arising from liability for damages and from unjust enrichment.

IV.9. The Contracting Parties agree that all disputes arising from the legal relationships arising from the contract, these GCCC or relating to the contract, including all

secondary legal relations, the issue of unjust enrichment claims, claims for damages, disputes about the validity, the interpretation, the demise of the contract or this arbitration clause, will be submitted to the decision of the Court of arbitration, established by the company Arbitration tribunal, Ltd. established in Pribinova 30, 811 09 Bratislava, Identification number: 44 455 453, according to the provisions of the rules of procedure and the statute of the Court of arbitration. In the meaning of the section § 42 of the Act No 244/2002 Coll. on arbitration, the Contracting Parties exclude the annulment of the decision of the Court of arbitration, the recovery of the procedure, according to relevant provisions of the Civil Code. In case of the international transportation, the Court of arbitration will decide according to the Convention CMR.

V. Supplementary provisions

V.1. GCCC make an integral part of the content of all contracts and are binding on the Contracting Parties on the date of conclusion of the first contract on the basis of the first order, with the reference to the following GCCC. The Contracting Parties are obliged to include a link to GCCC on all orders and contracts.

V.2. GCCC are considered to be in full terms conditions, which are known to the Contracting Parties and made publicly available. GCCC are continuously, in available and accessible way, published in the virtual space of the website of the client with the domain name www.marcosped.sk.

V.3. The rights and obligations of the Contracting Parties, which are not expressly provided in the contract, are governed by the provisions in the GCCC. If some of the issues cannot be resolved in accordance with the contract, or provisions of the GCCC, they will be governed by the provisions of the Commercial Code, or by regulations. The Contracting Parties expressly agree that the application of the dispositive provisions of the commercial code and/or regulations is excluded in the extent, in which it is contrary to the provisions of the contract or of these GCCC.

V.4. The client is entitled to change and update the GCCC, changes and updates to the GCCC will enter into force on the date of their first publication in the virtual space of the website of the client. The client will inform the carrier at least 5 working days before its publication in the GCCC. In the context of the changes and updates, the client always publishes the full text of the GCCC in the virtual space of the website GCCC. The carrier is entitled to refuse the change of the GCCC, only by the e-mail/fax-notice of this fact to the client at the time of the 5 working days from the date of the publication of the changes.

V.5. For the expression of the agreement of the forwarding agent with the change and/or updating of GCCC, it is considered to be a conclusive manifestation of the will of the carrier, the manifestation of his will consists in the conclusion of the first contract, in the acceptance of an order received after the entry into force of the changes of the GCCC (if the carrier has not refused to change the GCCC in accordance with point 4 of these GCCC). From the date of the agreement with the client and GCCC carrier, the legal relationship between the client and the carrier GCCC will be managed by the changed GCCC. No matter the above, all the rights and obligations of already concluded contracts (before the entry into force of the changes) will be regulated by the GCCC in version before making changes or updates.

V.6. For the interpretation of the provisions of these GCCC, interpretative provisions in § 266 of the Commercial Code will be used.

V.7. In the event of a conflict between the provisions of these GCCC and the provisions of the contract, the provisions of the contract are decisive.

V.8. These GCCC shall enter into force on the day 01.03.2015

In Pezinok, on _____.

CLIENT: _____

CARRIER: _____