

DHL LOGISTICS (SLOVAKIA), spol. s r.o.

Diaľničná cesta 2, 903 01, Senec

**ROAD FREIGHT
TRANSPORT REGULATIONS**

DHL Logistics (Slovakia), spol. s r.o. with registered office in Senec, according to § 4 of Act no. 56/2012 Coll on Road transport as amended

publishes

ROAD FREIGHT TRANSPORT REGULATIONS

Section I

General provisions

Article 1

Introductory provisions

- (1) These transport regulations contain the carrier's transport conditions necessary for concluding a transport contract in accordance with the Commercial Code as amended.
- (2) The carrier according to these transport regulations is DHL Logistics (Slovakia), spol. sr.o., based in Senec, which is engaged in road freight transport on the basis of certificate OU-BA-OCDPK1-2022/135093
- (3) Transport according to these transport regulations is the movement of things, loads, industrial goods and other required types of goods in international and domestic road freight transport.

Article 2

The type of road freight transport operated and the range of transport services provided

- (1) The carrier carries out freight road transport within this scope
 - a) Domestic road freight transport,
 - b) International road freight transport.
- (2) The nature of the road freight transport performed
 - Full truckloads,
 - Less than truckloads.
- (3) Shipments transported to a subject (consignor or consignee) by one vehicle journey are considered to be full truck loads if their weight is greater than 2500 kg or regardless of the weight:
 - a) if the useful load or load space of the used vehicle is utilized,
 - b) if, according to the agreement with the shipper, the shipment is transported as a special independent journey of the vehicle, or because the nature of the shipment or the execution of the transport within the required period requires it,
 - c) if the shipment is loaded or unloaded for operational reasons at two or more locations. If the carrier transferred the load to another vehicle for operational reasons, it is still considered as one journey.

- (4) A shipment transported together with other shipments or such a drive of the vehicle, which would otherwise have to be carried out without a load, is considered as less than truckload.

Article 3 Carrier's definition of transported items

- (1) Due to its current technical base, the carrier primarily transports full truckload shipments, but also transports multi-piece shipments.
- (2) Types of transport according to the technical base, considering especially the vehicle fleet
- a) transport of cargo on pallets,
 - b) transport of coils,
 - c) transportation of other types of goods on the basis of shipper orders.
- (3) Other transports are carried out on the basis of detailed orders from shipper.

Article 4 Items excluded from transportation

- (1) The following are excluded from transportation:
- a) items, the transport of which is prohibited by generally applicable legal regulations,
 - b) dangerous goods in the sense of the current European Agreement on the International Carriage of Dangerous Goods by Road (hereinafter referred to as the "ADR Agreement"),),
 - c) objects that, due to their dimensions or weight, considering the useful load, the dimensions of the vehicles and the condition of the land roads to be used for transport, are unsuitable for transport by the carrier's vehicle,
 - d) items of high or of difficult-to-quantify value (art collections, antiques, etc.).
 - e) goods, the transport, storage, ownership or possession of which is prohibited in the Slovak Republic, transit countries or the country of destination,
 - f) pornographic material,
 - g) blood, blood plasma, blood samples,
 - h) shipments which, due to their characteristics, are not intended for standard transport and must be transported separately, or for their transport a special permit, approval of state authorities or special escort or special protection is required.

The following goods can be transported only on the basis of a special written agreement with the carrier:

- a) objects and substances that have an extremely high value, i.e. a value that exceeds EUR 300,000.
- b) antiques, works of art, things of historical value, collections,
- c) gold, silver, precious metals, pearls and gems, jewels, precious stones, valid domestic and foreign banknotes and coins, passbooks and checkbooks, payment cards, valuables (e.g. postage stamps, stamps, food coupons) and valuable papers,
- d) plants,
- e) human and animal remains,
- f) perishable goods, dairy products, meat and meat products, distillates,
- g) tobacco products: cigarettes, cigars,
- h) microchips, computer chips, microprocessors, CPUs, semiconductors, mobile phones, MP3 players, etc.,
- i) medical equipment, medicines,
- j) military material: weapons, ammunition, explosives, rockets, bombs, grenades and combat vehicles,
- k) objects and substances that can be easily damaged even if the instructions for special handling of the shipment are followed, such as alcohol and other expensive liquids in glass bottles, etc.,
- l) chemical substances, dangerous goods transported on the basis of ADR / RID / IATA-DGR / IMDG

Code / ADN,

- m) movable property and personal property that is moved to a different address,
- n) used or damaged machinery and equipment.
- o) Shipments on delivery (COD)

(2) Due to its current technical base, the carrier does not transport live animals.

The carrier does not carry out particularly excessive and oversized transports, which would require a specialized technical base.

(3) If a shipment, that is excluded from transportation or its transportation is permitted under special conditions, was submitted for transportation, without this nature of the shipment being notified to the carrier, or such a shipment was accepted for transportation based on incorrect or incomplete data, the consignor is obliged to pay a contractual fine to the carrier in an amount equal to three times the agreed freight rate for a full truckload shipment.

Article 5

Conditions for bringing vehicles to loading and unloading points and the extent of cooperation between the consignor and consignee with the carrier

- (1) The carrier, as well as consignors and forwarders, will ensure that the contractually agreed transport schedules are in accordance with Regulation of the EP and the Council no. 561/2006 on the harmonization of certain legal regulations in the social field, which relate to road transport and which amend Council regulations (EEC) no. 3821/85 and (EC) no. 2135/98 and repeals Council Regulation (EEC) No. 3820/85. This is mainly about observing the operating hours of the consignor's loading points and the consignee's unloading points, observing loading and unloading times so that the carrier's drivers can observe the work schedule regarding driving time, breaks, daily and weekly rest.
- (2) The consignor is obliged to present the shipment or its part, which by its nature requires to be protected from damage or loss during transport and handling, in proper packaging, corresponding to the conditions of road transport.
- (3) The consignor is obliged to pack the shipment properly even if there is a danger that without the packaging it could cause due to its properties damage to persons or other shipments and to the means of transport, or to other equipment of the carrier during transport. The carrier does not check whether the nature of the shipment requires packaging, or whether the packaging used is correct. The consignor is responsible for damages caused by faulty or insufficient packaging during transport on other transported shipments or the vehicle.
- (4) The consignor is obliged to ensure that the packages of the shipment or individual pieces of the shipment, with their dimensions, construction and strength, allow the use of palletizing and mechanization technology during loading and transportation.
- (5) The consignor is obliged to mark the shipment or its individual pieces if this is required by these transport regulations or if it is necessary to facilitate the handling of the shipment or to eliminate the risk of its damage or confusion. When transporting unit shipments, the consignor is obliged to clearly and indelibly mark each shipment with the address of the consignor and consignee. When labeling shipments containing dangerous goods, the consignor is obliged to comply with the provisions of the European Agreement on the International Carriage of Dangerous Goods by Road (ADR).
- (6) If the nature of the shipment requires that it needs to be handled during loading, transportation and unloading in a certain way, or that it needs to be stored in a certain position, the consignor is obliged to mark each piece of the shipment with a handling mark for marking transport packages according to the applicable Slovak Technical Standards (STN) or according to other standards (e.g. IMO if the shipment will also be transported by sea).

- (7) If, upon receiving the shipment, the carrier finds that the shipment does not meet the conditions for packaging and labeling the goods, the carrier will refuse the shipment; if the consignor confirms the carrier's reservation on the packaging and labeling of the shipment entered in the consignment note or other transport document, the carrier can accept the shipment for transportation.
- (8) The carrier is entitled to check at any time whether the shipment corresponds to the shipper's entries in the shipping documents (e.g. delivery note, consignment note). The examination of the shipment at the place of loading or unloading shall be carried out in the presence of at least one person who is not an employee of the carrier.
- (9) If the carrier discovers before the vehicle leaves the loading point that a shipment excluded from transportation has been accepted for transportation, the carrier is obliged to return it to the consignor and the consignor is obliged to take it back.
- (10) If a defect is detected during the take over of the shipment that could cause damage to the vehicle or to the shipment being transported together, the carrier is entitled to refuse to accept the shipment for transport, if the defect was only discovered during transportation, the carrier will interrupt the journey. In the event of an interruption of the journey, the carrier proceeds as in the case of other transport obstacles.
- (11) The consignor of the shipment is obliged to hand over the shipment to the carrier in a condition suitable for land transportation. If the shipment is not suitable for transportation or a defect of the shipment is found according to Paragraph 10, the carrier may refuse to accept it for transportation. The consignor of the shipment is obliged to reimburse the carrier for the costs associated with the delivery of the vehicle to loading point, the delay of the vehicle during loading, or the costs associated with the interruption of transportation according to Paragraph 10.
- (12) If the shipment consists of a large number of pieces, the carrier is obliged to determine their number, only if this has been agreed with the consignor in the transport contract. The carrier is obliged to record the result of the examination in the consignment note or make a note.
- (13) The weight of the shipment is the weight of the cargo, including pallets, shipping boxes, containers, etc. and the consignor's handling and transport equipment taken over together with the shipment is also calculated as part of the weight.
- (14) The consignor determines the weight of the shipment and is responsible for this data stated in the consignment note or other accompanying documents.
- (15) The carrier is entitled to check the weight of the shipment at any time, especially if it has doubts about the correctness of this information coming from the side of the consignor. The weight is determined by official weighing or calculation in case that the amount of cargo is indicated by the number of individual identical pieces or the number of measurement units and the weight of one piece of the shipment or measurement unit is known or determined by weighing.
- (16) The method of examination of the weight and the result of the examination is recorded by the carrier on all parts of the consignment note or other transport documents that are available during the examination.
- (17) The consignor pays the costs associated with determining the weight of the shipment (e.g. official weighing, etc.) if it asked the carrier to determine the weight in the transport contract or if the weight of the shipment determined by the carrier differs by more than 3% from the weight stated by the consignor.
- (18) If the consignee has requested to determine the weight of the shipment, it is also obliged to pay the costs associated with determining the weight of the shipment.
- (19) The consignor in the Slovak Republic is aware that if the maximum permissible total weight of the vehicle, the maximum permissible weight of the vehicle, the maximum permissible total weight of the trailer or the maximum permissible weight of the axles of the vehicle is exceeded during the loading, the consignor may be, according to Act No. 8/2009 Coll. on road traffic, as amended, sanctioned by the relevant police force.

- (20) If the carrier detects at the place of dispatch that the permitted weight of the cargo has been exceeded or it is badly positioned because of incorrect handling caused by the consignor, the consignor is obliged to unload that part of the shipment or to secure its transfer onto other vehicle. If the carrier finds out the defect only later during the transport, e.g. due to incorrect data on the weight of the shipment, the carrier is entitled to unload or transfer part of the shipment to the account and risk of the consignor of the shipment. The carrier is obliged to inform the consignor of the shipment about the fact that the shipment will be transferred or part of the shipment will be unloaded and is obliged to record these actions in the transport document. The consignor is obliged to issue a separate transport order for the transportation of the unloaded part of the shipment.
- (21) The consignor is obliged to specify in the transport contract the exact place of loading and unloading (exact address) and also to notify the carrier of possible restrictions for the entry of certain trucks or at a certain time to the loading or unloading point. For example, if the place is located in a low-emission zone, in a zone with restriction on the entry of the trucks with a certain total weight, with a certain axle load, etc. The consignor is also obliged to indicate the operating times of the consignee or at which times can the unloading be carried out.
- (22) In general, the loading is secured by the consignor and the unloading by the consignee of the shipment, unless the carrier has agreed otherwise with the shipper.
- (23) Loading and unloading of cargo on the road is allowed in Slovakia only if it cannot be done off the road. The load must be unloaded and loaded as quickly as possible and in such a way that the safety of road traffic is not endangered.
- (24) The carrier has no obligation to ensure the loading and unloading of the vehicle. The carrier will carry out loading or unloading only if it has the necessary operating equipment and workers for this and it is expressly agreed in the transport contract and for an agreed surcharge to the price of the transport. In terms of occupational safety regulations, the crew of the carrier's vehicle cannot use the handling equipment of other entities unless they have been trained in their operation and with the written consent of these entities.
- (25) The consignor is obliged to take all measures necessary for smooth loading and to protect the shipment from damage in a timely manner. The consignor and consignee are obliged to ensure the conditions for work safety and for the economic use of the carrier's vehicles. In particular, they are obliged to ensure that loading and unloading places and equipment are maintained in a condition that allows fast and safe loading and unloading of shipments, to ensure sufficient strengthening of all areas used for driving vehicles, including non-public driveways, and to maintain them in a passable and safe condition, as also sufficient lighting of places where vehicles are loaded and unloaded.
- (26) In general, the consignor is responsible for securing the load on the vehicle, because the consignor has the appropriate knowledge regarding the shipment. The consignor of the shipment is obliged to provide accurate information about the shipment regarding the weight and dimensions of individual pieces. If the consignor has prepared instructions for loading and securing cargo in road freight transport, it is obliged to provide them to the carrier in a language the carrier understands, well in advance of the start of transportation.
- (27) The driver (representative of the carrier) is obliged to participate in the loading and possibly give instructions regarding the distribution of the load on the vehicle, e.g. ensuring evenly loaded axles of the vehicle with transported goods or ensuring that the cargo is loaded in a way that does not endanger the safety and smoothness of road traffic during transport. If the consignor does not follow the instructions of the carrier and therefore there a fault occurs during loading, especially when an overloading of the vehicle happens, the carrier is entitled to request the transfer of the load or the unloading of the load or part of it. If the carrier is not satisfied, he can refuse to carry out the transport, or arrange for proper unloading and subsequently the storage of the cargo at the expense and risk of the consignor.
- (28) If the loading and unloading of the vehicle is provided by the consignor or the consignee, it is obliged to ensure that the vehicle and other equipment of the carrier are not damaged. In particular, it is not allowed to lower heavier loads from a greater height onto the vehicle.

- (29) If the cargo area of the vehicle gets excessively dirty during loading, unloading or stained by the transported cargo, the party which ordered the transport is obliged to ensure at its expense that it is cleaned after the shipment has been unloaded and in the case of repeated transports at the end of the last unloading. If the party ordering the transport does not fulfill this obligation, the carrier will ensure that the vehicle is cleaned at the ordering party's expense.
- (30) If it is necessary to disinfect the vehicle, it is provided by the carrier. Costs associated with disinfection are paid by the ordering party of the transport, whose shipment caused the need for disinfection.
- (31) If it is required to wash the tanker truck, tank container or tank body before loading another type of cargo, the party ordering the transport must notify the carrier of this fact in the transport order or framework transport contract. The costs associated with washing are covered by the ordering party of the transport.
- (32) Due to damage to the shipment during transportation, the consignee can refuse to accept the shipment or part of it only if the state of the shipment has changed due to damage to the extent that it cannot be used for its original purpose. However, the consignee is not obliged to accept the shipment, unless the carrier makes a record of damage to the shipment in the presence of both parties involved. The record can also be made in the transport document.
- (33) Reservations regarding the method of loading, transshipment and unloading shall be applied by the carrier (member of the vehicle crew) in writing in the consignment note to the consignor, consignee or other persons.
- (34) Unless otherwise agreed in the transport contract, the delay time affecting carrier during loading or unloading is considered to be: the time between the requested time of the carrier's vehicle to be available for loading or unloading and the time when the loading or unloading starts, and any interruption of these works due to no fault on the carrier's side, including the issuance of transport documents for the shipment. The carrier may demand financial compensation for the delays - after 2 hours of waiting, for each started hour (starting from the third hour) in the amount of EUR 10, a maximum of EUR 220 per transport, if no other amount is agreed in the transport contract.

Section II

Method of conclusion and validity of the contract for the carriage of goods within national road freight transport

Article 6

Basic provision for the contract for the carriage of goods within national road freight transport

- (1) If a business entity orders transportation from a carrier and a transportation contract is concluded, it will be governed by the provisions of § 610-629 on the contract for the transportation of goods pursuant to Act no. 513/1991 Coll. Commercial Code as amended. For the avoidance of doubt, the manner of concluding a contract of carriage and legal relations in international road freight transport, including liability, are governed by the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR).
- (2) With the contract for the carriage of goods, the carrier undertakes to the person ordering the carriage, to transport the thing (consignment) from a certain place (place of dispatch) to a certain other place (place of destination), and the consignor undertakes to pay him remuneration (transportation costs).
- (3) The carrier is entitled to require the consignor to confirm the requested transport in the transport document, and the consignor is entitled to require the carrier to confirm in writing that the shipment has been accepted.
- (4) If special documents are required to carry out the transport, the consignor is obliged to hand them over to the carrier at the latest when the consignment is handed over for transportation. The consignor is responsible for damage caused to the carrier by not handing over these documents or for their incorrectness.
- (5) Unless otherwise stated in the contract, the contract expires if the consignor has not asked the carrier to take over the shipment within the time specified in the contract.
- (6) The carrier is obliged to carry out the transport to the destination with professional care within the agreed period, without unnecessary delay. In case of doubt, the period begins to run on the day following the take over of the shipment by the carrier.
- (7) If the consignee of the shipment is known to the carrier, the carrier is obliged to deliver the shipment to the consignee, or if, according to the contract, the consignee is supposed to pick up the shipment at the destination, to notify the consignee of the end of transportation.
- (8) As long as the carrier has not handed over the shipment to the consignee, the consignor is entitled to demand the interruption of the transportation and the returning of the shipment to the consignor, or a different way of handling of the shipment, and the consignor shall pay the costs incurred in connection with it.
- (9) If the contract stipulates that the carrier will collect a certain amount of money from the consignee (cash on delivery shipment) or perform another collection action before issuing the shipment, the provisions on bank documentary collection shall apply accordingly (§ 697 et seq. of Act No. 513/1991 Coll. Commercial Code).

Article 7

Obligations of the party ordering the transport and obligations of the consignee

- (1) The party ordering the transport is obliged to provide the carrier with correct information about the contents of the shipment and its nature and is liable for damage caused to the carrier by any breach of this obligation.
- (2) The consignor is obliged to order transportation from the carrier. It is sufficient to place an order in the form of an e-mail or by telephone, if a written or e-mail form of the order is subsequently issued, unless the carrier and the consignor agree otherwise.

- (3) A transport order can be issued for one transportation or a certain number of transportations. If the transportations will be repeated and the transportation will take a longer period, it is more appropriate to conclude a framework transport contract between the carrier and party ordering the transport.
 - (4) The transport order must contain the data necessary for carrying out the transport and issuing the invoice in accordance with the applicable legislation. For the correct conclusion of the transport contract, the order or draft of the transport contract must contain the following information:
 - a) business name of the party ordering the transport, registered office address, ID number, VAT ID number, entry number in the relevant register, e-mail, telephone number and, if necessary, other contact information,
 - b) information about the shipment (type, gross weight (weight including packaging and pallet), number of pieces, dimensions, requirements for fastening, etc.),
 - c) the place of dispatch and the place of destination of the shipment (exact address and exact designation of the consignor and consignee),
 - d) if required, loading time and unloading time as well,
 - e) for shipments transported for repair, also information on the type and extent of damage.
 - f) value of the shipment
 - g) information on whether it is stackable goods, perishable goods, whether a special than normal transport temperature is required, other instructions necessary for transport,
 - h) delivery conditions
 - i) further transporting instructions
 - j) the agreed remuneration for carrying out the transport (transport costs).
 - (5) The transport order must be submitted in such a way that two working days have passed between the date of acceptance of the order by the carrier and the date of the requested transportation, unless otherwise agreed.
 - (6) If special documents are required for carrying out the transportation, the consignor is obliged to hand them over to the carrier at the latest when handing over the consignment for transport. The consignor is responsible for any damage caused to the carrier by the consignor's failure to hand over such documents or damages caused by the incorrectness of such documents.
 - (7) The carrier is obliged to confirm the delivery of the shipment in writing at the consignor's request.
 - (8) A transport contract is created between the ordering party (consignor or consignee) and the carrier
 - a) by accepting the order by the carrier,
 - b) by taking over the shipment for transportation.
 - (9) The order is accepted
 - a) at the moment when the ordering party has received the confirmation of the received order from the carrier in writing, by e-mail, fax or in another reliable way; if the consignor requests such a confirmation, the carrier is obliged to comply,
 - b) by starting the ordered transportation by the carrier, unless the order has been received according to the previous point.
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- (10) If the carrier agrees to the proposal of the consignee of the shipment regarding its further transportation to another consignee, a new transport contract is created.
- (11) In case of cancellation of the order by the party ordering the transport, the carrier is entitled to compensation for the costs incurred up to that point in connection with the provision of the transport. In case of cancellation of the order by the party ordering the transport after the vehicle has been brought to the loading point, the carrier is entitled to a flat-rate compensation for the incurred damage, including lost profit, in the amount of the transportation price of the canceled transport, unless otherwise agreed in the individual transport contract.
- (12) When accepting a transport order or concluding a transport contract, the carrier may require the party ordering the transport to make a deposit of up to 80% of the agreed price or preliminary price for transportation. The carrier is obliged to properly confirm the receipt of the advance payment and issue the required tax documents (e.g. advance payment invoice)).
- (13) The consignor has the right to give new instructions to the carrier up to the moment the shipment was delivered under the conditions established by these transport regulations.
- (14) The carrier is entitled to the agreed remuneration or, if it was not agreed, the carrier is entitled to the usual remuneration at the time of the conclusion of the contract, taking into account the content of the carrier's obligation.
- (15) The carrier is entitled to remuneration of transport costs after carrying out the transportation to the destination, if the contract does not stipulate a different price.
- (16) If the carrier cannot complete the transport due to facts for which the carrier is not responsible, the carrier is entitled to a proportional part of the transport costs, taking into account the transport already carried out.
- (17) If the contract contains the exact consignee of the shipment, the consignee acquires its contractual rights when it requests the release of the shipment after it reaches the destination or after the deadline for when it should have arrived there. Claims regarding damage to the shipment are to the consignee also transferred at this moment. However, the carrier will not release the shipment to the consignee if it would be contrary to the instructions given to him by the consignor. In this case, the consignor still has the right to handle the shipment. If the consignor designates a different person to the carrier as the consignee, this person acquires rights from the contract in the same way as the original consignee.
- (18) By accepting the shipment, the consignee assumes guarantee for the payment of the carrier's claims against the consignor from the contract relating to the transportation of the received shipment, if the consignee knew or had to know about these claims.
- (19) The carrier has, to the maximum extent permissible under applicable legislation, under all circumstances, a right of retention on any and all transported shipments (goods) that are at the carrier's disposal, regardless of the legal title of such disposition. The carrier is entitled to exercise the right of retention until all monetary obligations of the transport ordering party owed to the carrier have been fully met. Regardless of any other arrangements of the carrier and the party ordering transport in any contracts concluded between them, in the event of the right of retention being applied, the transport ordering party bears the risk of damage to the seized items to the extent according to the applicable legal regulations.
- (20) If several rights of retention are binding on the shipment, the carrier's right of retention takes precedence over previously established rights of retention.
- (21) The carrier's right of retention has priority over the consignor's right of retention.
- (22) The carrier will invoice the transport services on the basis of the agreed price in the individual transport contract.
- (23) Invoices are due 14 days from the date of issue of the invoice. The carrier will send the invoice to the address of the headquarters of the party ordering the transportation within 7 days of its issuance.

- (24) The contracting parties have expressly agreed that in the event of a delay with payment of the invoice by the party ordering the transport, the carrier will apply interest on the delay in the amount of 0.05% of the amount owed for each day of delay.
- (25) The carrier prepares invoices according to § 71 of Act no. 222/2004 Coll. on VAT as amended, otherwise the ordering party is entitled to return the issued invoice back to the carrier, with the reason that the due date begins to run only on the day of delivery of the corrected tax document.

Article 8
Liability of the carrier for damage to the shipment and for non-compliance with the conditions of transportation

- (1) The carrier is responsible for damage to the shipment that occurred after it was taken over by the carrier until it was delivered to the consignee, unless the carrier could not prevent it by exercising professional care.
- (2) However, the carrier is not liable for damage to the shipment if it proves that it was caused by:
 - a) the consignor, consignee or owner of the shipment,
 - b) defect or nature of the contents of the shipment, including normal loss,
 - c) a circumstance that the carrier could not prevent; these are cases of force majeure, for example damage to cargo during floods, earthquakes, fires, avalanches, etc.
 - d) defective packaging, which the carrier informed the consignor about when accepting the shipment for transport, and if a consignment note was issued, the packaging defect was noted in it; if the carrier did not notify the consignor about the defect in the packaging, the carrier is not liable for damage to the shipment caused as a result of this defect only if the defect was not noticeable when the shipment was received. The carrier has the right to enter reservations about the package and the condition of the shipment in the transport document or delivery note, which remains with the consignor of the shipment.
- (3) In case of damage to the shipment caused according to paragraph (2), the carrier is obliged to use professional care to keep the damage as small as possible.
- (4) If, according to the provisions of the legislation, the carrier has an obligation to compensate for the total or partial loss of the shipment, the compensation is calculated from the value of the shipment at the place and time of its acceptance for transportation.
- (5) The value of the shipment is determined according to the stock exchange price, and if the stock exchange price is not known, according to the current market price, and if neither the stock exchange nor the current market price is known, according to the general value of goods of the same nature and quality.
- (6) Damage compensation may not exceed 8.33 XDR per kilogram of missing gross weight.
- (7) In addition, import, customs and other expenses incurred in connection with the transport of the shipment are covered, in case of total loss in full and in case of partial loss in proportion; other damages are not covered.
- (8) If the shipment is damaged, the carrier pays the amount by which its value has decreased; the amount is calculated from the value of the shipment determined according to points 7, 8, 9 above.
However, compensation may not exceed:
 - a) if the entire shipment is devalued due to damage, the amount that would be paid out in the event of its complete loss;
 - b) if only part of the shipment is devalued due to damage, the amount that would be paid if

the devalued part of the shipment were lost.

- (9) The carrier is obliged to promptly report to the consignor the damage to the shipment that occurred before it was handed over to the consignee. However, if the carrier has acquired the right to hand over the shipment, the carrier is obliged to submit this report to the consignee. The carrier is liable for damage caused to the consignor or consignee by breach of this obligation.
- (10) If there is an immediate threat of substantial damage to the shipment and if there is no time to request the consignor for instructions or if the consignor hesitates to give such instructions, the carrier can sell the shipment in a suitable way on the consignor's account.
- (11) The carrier can fulfill its obligation with the help of another carrier and is responsible as if it had carried out the transport itself.
- (12) The carrier is only liable for damage caused to the consignor by not carrying out the transport, for which a written transport contract has already been agreed, and only up to the amount of proven expenses associated with the unnecessary preparation of the shipment for transport.
- (13) The consignor must apply the right for damage compensation to the carrier only in writing, while it must justify its demands. Furthermore, the consignor must attach documents proving the legitimacy of its claim and the correctness of the amount requested and the relevant part of the transport document.
- (14) The consignor must claim the right for damage compensation to the carrier within six months of the shipment being handed over to the consignee or, if the shipment was not handed over, within six months of taking over the shipment for transportation, otherwise the right will expire.
- (15) Transportation times are indicative only and the carrier is not responsible for their compliance, unless otherwise stated in the contract.

Article 9

Conditions for changes in the transport contract and withdrawal from the contract

- (1) The consignor may demand, until the delivery of the shipment, interruption of the transport and may demand returning of the shipment, or that the shipment has to be handled differently in agreement with the carrier, and the consignor is obliged to pay the purposefully incurred costs associated with this.
- (2) The consignee of the shipment may propose that the shipment has to be delivered to it at another unloading point.
- (3) Transport and other costs connected with the implementation of the change in the transport contract according to par. 1 is paid by the consignor and according to par. 2 by the consignee.
- (4) The provisions of Article 7 also apply to the proposed changes to the transport contract.
- (5) If the need for transportation ceases to exist after the contract of carriage has been concluded, the consignor is obliged to notify the carrier without delay.
- (6) If the transport was canceled only after the vehicle had left the agreed place of loading or the vehicle had already been brought to such a place and the consignment was not handed over for transport due to reasons on the consignor's side, the carrier is entitled for compensation for the expenses incurred in connection with it.
- (7) If the carrier cannot perform the agreed transport or cannot perform it under the agreed conditions or the conditions set by these transport regulations, the carrier is obliged to notify the consignor without delay. If the consignor is not satisfied with the new conditions proposed by the carrier, the consignor is entitled to withdraw from the transport contract; can also withdraw from the contract if the vehicle has not been delivered within three hours of the agreed delivery time without prior agreement with the consignor.

- (8) If, after receiving the consignment for transport, an obstacle occurs, due to which it is not possible to start or continue the transport or it is not possible to issue the consignment and no further procedure for such a case has been agreed with the consignor, the carrier is obliged to request the consignor's instructions without delay.
- (9) The carrier does not have to notify the consignor if it is a temporary obstacle (e.g. the necessity of rescheduling the shipment) and achieving his proposal would require a longer time than it would take to remove the obstacle.
- (10) If the obstacle ceases to exist before the consignor's additional proposal has been carried out, the carrier proceeds according to the originally agreed conditions. The consignor can make a proposal in the transport document on how to handle the shipment in the event of an obstacle during transport while fulfilling the transport contract.
- (11) If, after the shipment arrives at the destination and the consignee of the shipment cannot be reached, or refuses to accept it, the carrier must immediately inform the consignor of the shipment about the reason of the obstacle and request its instructions. The consignor can request, by writing in the consignment note, that it should be informed at its own expense by fax or telephone about the obstacle to delivery, or that in such a case the shipment should be delivered at the location of destination to other consignee than that indicated in the consignment note. The consignor of the shipment can also authorize a third person to issue instructions in the consignment note and order that the carrier must immediately inform this authorized person and request their instructions.
- (12) If it is not possible to inform the consignor of the shipment or the trustee specified in the consignment note, or if the consignor or trustee delays in giving the instruction or the instruction is unexecutable, the shipment may be deposited in the warehouse at the risk and expense of the consignor of the shipment for a maximum of 31 days.
- (13) If the obstacle to delivery has been removed, without any other instructions from the consignor of the shipment or his trustee, as long as the obstacle has already been notified to him, it is necessary to inform the consignor of the shipment of this fact as well.
- (14) If the shipment cannot be delivered to the consignee or returned to the consignor, the carrier is entitled to dispose of the shipment at the expense of the party ordering the transport. The carrier must notify this party immediately and in writing about the intended liquidation. The carrier will proceed with the liquidation after the expiration of 5 days from the date of delivery of the written notification. A shipment that, due to its nature and condition, cannot be stored (perishable, etc.), may be disposed by carrier in a shorter time, depending on the condition of the shipment.
- (15) The carrier writes a record of the liquidation of the shipment and notifies both the consignor and the consignee of the shipment. From the proceeds of the liquidation, the carrier's costs resulting from the transport contract will be reimbursed in preference, and any remaining proceeds will be given to the beneficiary.

Article 10 **Consignment note in road freight transport**

- (1) The consignment note as a transport document accompanies the shipment until its delivery or liquidation. The consignor is obliged to hand over the duly completed consignment note to the carrier, or he is obliged to provide the carrier with data relating to the shipment and, for example, after the carrier has written it in the consignment note, the consignor has to confirm it with his signature, or the carrier may optionally agree otherwise on the consignment note.
- (2) The consignment note is handed over to the carrier, unless otherwise agreed, together with the shipment.
- (3) The consignment note must contain at least the following data:
 - a) company name (name) of the consignor and the consignee,

- b) the usual naming of the contents of the shipment and its packaging,
 - c) number of pieces,
 - d) the total weight of the shipment,
 - e) place of loading and place of unloading,
 - f) date and confirmation of the receipt of the shipment by the carrier and by the consignee,
 - g) place for the carrier's reservations.
- (4) The consignment note in national road freight transport is
- a) a transport document – consignment note completed and submitted by the consignor,
 - b) delivery note, if it meets the stated conditions.
- (5) If the shipment is loaded or unloaded in several places, the consignor is obliged to submit a separate consignment note for each part of the shipment. For some types of transport, the data of the transport document may be simplified.
- (6) The carrier and the consignor and the consignee are responsible for the correctness and completeness of the data they enter in the transport document.
- (7) The carrier has the right to enter its reservations on the type of vehicle required in the transport document based on the request of the party ordering the transport, the condition of the shipment, its packaging, the number of pieces and the method of loading.

Section III

Final Provisions

Article 11 Claims Handling Process

- (1) In the case of domestic transport, the consignee must complain about the loss of the shipment or its visible damage immediately upon receiving the shipment and attach to the claim a damage report and a consignment note with the consignee's reservation signed by the driver delivering the shipment, who (the driver) is obliged to allow to the consignee the entry of a reservation regarding the delivery of the shipment.
- (2) In the case of domestic transport, upon receipt of a shipment without visible damage, in which the consignee later discovers its damage or loss, the consignee is obliged to make a written complaint within 7 days. If the consignee properly took over the shipment from the carrier with a check of the apparent condition of the shipment and did not report hidden defects within 7 (seven) working days, the claim will be rejected after this period.
- (3) The contracting parties have agreed that the following information and documents will be part of each claim:
 - In case of damage:
 - Information on the amount of the claimed damage, or the period in which such amount of damage will be additionally notified
 - Information on the weight and number of pieces of damaged goods
 - Photo documentation of the damage
 - Information about the current location of the shipment
 - Commercial invoice as proof of the retail value of the goods at the time of transport
 - Reservation in the transport document, bill of lading, damage report, or another corresponding document
 - In case of lost shipment:
 - Information on the amount of claimed damage
 - Information on the number of pieces of lost goods
 - Commercial invoice as proof of the retail value of the goods at the time of transport
 - Delivery note, or loading list, or another corresponding document

Article 12 Publication of the Road freight transport regulations and its validity

- (1) According to Act no. 56/2012 Coll. regarding road transport, the carrier has published this transport schedule on its website (<https://www.dhl.com/sk-en/home/footer/purchase-terms-conditions.html?df>) and it is also available at the carrier's registered office.
- (2) These transport regulations are valid from September 1, 2022.
- (3) According to Act no. 56/2012 Coll. the transport regulations published on road freight transport are part of the carrier's draft for concluding a transport contract, and after its conclusion, its content is part of the contractual rights and obligations of the contracting parties.

- (4) Before signing the contract for the transport of goods (cargo), the party ordering the transport is obliged to familiarize itself with these transport regulations.

Article 13
Changes in the Road freight transport regulations

- (1) All amendments and additions to the transport regulations are valid on the day they are published and made available on the carrier's website.
- (2) In case of amendments and additions to the transport regulations, the carrier shall ensure that these are published and made available in full.

Senec, 13.07.2022

Name and surname of the statutory representative:

Piotr Okurowski and Katarína Nešporová, executives