

GENERAL TRANSPORT CONDITIONS
of Destiny Spedition s. r. o. for Carriers

1. INTRODUCTORY PROVISIONS

1.1 These General Transport Conditions (hereinafter the "GTC") govern the mutual rights and obligations of the parties to a contract of carriage of goods concluded between **Destiny Spedition s. r. o.**, with its registered seat at Masarykova 1957/49, 071 01 Michalovce, Company ID (IČO): 52 855 741, registered in the Commercial Register of the Municipal Court Košice, Section: Sro, Insert No.: 49270/V (hereinafter the "**Customer**") and a natural or legal person carrying on business in the field of road freight transport (hereinafter the "**Carrier**"; the Customer and the Carrier together hereinafter the "**Contracting Parties**").

1.2 For the purposes of these GTC, "carriage of goods" means domestic or international road freight carriage of a consignment within the meaning of the provisions of the Convention on the Contract for the International Carriage of Goods by Road (Decree of the Minister of Foreign Affairs No. 11/1975 Coll., hereinafter the "**CMR Convention**").

1.3 These GTC form an integral part of every order placed by the Customer and of every contract of carriage of goods concluded between the Contracting Parties. The Carrier is bound by these GTC from the moment the contract of carriage is concluded; the Carrier expresses its consent to them by accepting the order, including by implied conduct, in particular by actually commencing performance of the carriage. The Road Carrier's Code, which forms an annex to these GTC, is also an integral part of these GTC.

1.4 In the event of a conflict between individual provisions, the following order of precedence applies (from highest to lowest priority):

- a) mandatory provisions of generally binding legal regulations and the CMR Convention;
- b) the provisions of the individually accepted order;
- c) the provisions of the framework cooperation agreement (if concluded);
- d) the provisions of these GTC;
- d) the provisions of the Road Carrier's Code;
- e) the non-mandatory (dispositive) provisions of generally binding legal regulations.

1.5 The Carrier's transport regulations, terms and conditions, or other contractual arrangements shall not apply, unless their application is expressly approved in writing by the Customer.

1.6 For legal acts requiring written form, electronic form shall also suffice in accordance with Section 40(4) of the Civil Code (in particular e-mail, scan, the Customer's electronic system), with the exception of acts amending or terminating the framework agreement.

2. ORDER AND FORMATION OF THE CONTRACT OF CARRIAGE

2.1 The contract of carriage of goods arises upon the Carrier's acceptance of the Customer's order. The order may be sent electronically (by e-mail or through the Customer's automated system).

2.2 The following shall be deemed acceptance of the order:

- a) written or electronic confirmation of the order by the Carrier;
- b) presenting the vehicle at the loading place according to the order;
- c) the actual commencement of performance of the carriage;

d) the fruitless expiry of a period of **[60 minutes]** from delivery of the order to the Carrier (calculated on business days Mon–Fri from 8:00 to 17:00, excluding public holidays and weekends) without an express rejection of the order by the Carrier, provided that a contract of carriage under these GTC has already previously been concluded between the Contracting Parties.

2.3 The order shall in particular contain:

- a) identification of the Contracting Parties and the Customer's contact person;
- b) the place and date of loading and unloading (including the time window, if the carriage is time-limited);
- c) identification of the consignment (type, quantity, weight, dimensions);
- d) the price of carriage (the "Freight Charge");
- e) any special requirements (ADR, temperature regime, second driver, GPS, neutralization of documents, etc.).

2.4 If the Carrier accepts the order with reservations, additions, or other changes, this shall be deemed a new proposal for a contract of carriage; in such a case the contract arises only upon unconditional confirmation of this proposal by the Customer. If the Carrier begins to perform the carriage before such confirmation, the original wording of the order shall apply.

2.5 Together with accepting the order, the Carrier is obliged to notify the Customer of the registration number of the tractor unit and trailer (or other vehicle) with which the carriage will be performed. Any change of vehicle without the Customer's prior written consent is prohibited; in the event of breach, the Carrier bears all costs and consequences of such change, including any sanctions imposed.

2.6 The Customer is entitled to cancel or change the order at any time before loading, either electronically or by telephone. If the order is cancelled on the day of loading, the Carrier is entitled to a cancellation fee up to the amount of proven, reasonably incurred costs, but not more than 25% of the agreed Freight Charge. If cancelled within other time limits, the Carrier is not entitled to a cancellation fee.

2.7 The Carrier is obliged to ensure that the person accepting the order is duly authorized to do so. Otherwise, it shall be liable for all damage caused by the invalid conclusion of the contract; the person acting on behalf of the Carrier also declares that, if the Carrier fails to pay a monetary obligation, they will pay this obligation as guarantor.

2.8 The absence, defect, or loss of the consignment note (waybill) shall not affect the existence or validity of the contract of carriage or of these GTC.

3. SUBJECT MATTER OF THE CONTRACT AND CONSIDERATION

3.1 The Carrier undertakes to carry the consignment from the place of loading to the place of unloading in accordance with the order. The loading and unloading dates stated in the order have the nature of **fixed dates**, unless otherwise expressly stated by the Customer.

3.2 The Customer undertakes to pay the Carrier the agreed freight charge (hereinafter the "**Freight Charge**") for the carriage duly and timely performed.

3.3 The Freight Charge includes all of the Carrier's costs associated with the carriage, including:

- a) tolls, fees, and taxes related to the operation of the vehicle;
- b) insurance of the consignment and of the Carrier's liability;
- c) **the first 4 (four) hours** of waiting at loading and at unloading;
- d) administrative costs, in particular for sending pick-up and delivery documents and confirmed transport documents pursuant to points 5.5 to 5.7.

3.4 If waiting at loading or unloading **exceeds 4 hours**, the Carrier may claim compensation for waiting time (demurrage). The specific amount of demurrage shall in each case be determined individually by agreement of the Contracting Parties according to the circumstances of the case, in particular taking into account the cause and length of the waiting time, the Carrier's actually proven costs, and whether and to what extent the demurrage was accepted by the Customer's end customer. The Carrier acknowledges that, regardless of the foregoing, demurrage for each 24 hours of waiting may not exceed:

- a) FTL carriage (fully loaded trailer): up to **EUR 400**;
- b) carriage by vehicle up to 7.5 t: up to **EUR 350**;
- c) van carriage (vehicles up to 3.5 t): up to **EUR 200**.

The above rates are purely indicative and do not give rise to an automatic entitlement of the Carrier to their payment. Demurrage at border crossings and customs points, and demurrage arising from circumstances attributable to the Carrier (vehicle breakdown, incorrect documents, driver's delay, etc.), shall not be reimbursed.

3.5 The Carrier shall not be entitled to the Freight Charge if it fails to perform the carriage duly and on time in accordance with the order; in such case the Customer is entitled to refuse the Carrier's claim to the Freight Charge in whole or in the corresponding part.

3.6 The Customer is entitled to withhold payment of the Freight Charge or the corresponding part thereof until settlement of its current and future claims, in particular if it may reasonably be assumed that damage has arisen or may arise in connection with the carriage, or that claims by third parties will be asserted against the Customer. The period of withholding payment of the Freight Charge may not exceed 60 days from the due date of the relevant invoice; this period shall not be regarded as default by the Customer.

3.7 The Customer is entitled unilaterally to set off any of its receivables (including those not yet due) against the Carrier's receivables.

3.8 Until the moment the consignment is delivered to the consignee, the Customer is entitled to require the Carrier to interrupt the carriage, return the consignment, or otherwise dispose of it; the Carrier is obliged to comply with such an instruction if factually and legally possible. This shall not affect the rights of the sender and the consignee under Article 12 of the CMR Convention.

4. INVOICING AND PAYMENT TERMS

4.1 The due date of the invoice is **[60 days]** from the date of delivery to the Customer of a proper and complete invoice with attachments, unless otherwise agreed in the order.

4.2 The Carrier is obliged to send the invoice no later than **[14 days]** from the date the carriage was performed. The invoice must contain the order number and all particulars of a tax document required by law.

4.3 The mandatory attachments to the invoice are:

- a) the original or a scan of the confirmed CMR consignment note;
- b) the confirmed delivery note, or proof of delivery (POD);
- c) other documents, if required in the order.

4.4 Invoices shall be sent electronically to the e-mail address: **invoice@destinyspedition.eu**. The Carrier shall provide a paper original only upon the Customer's express request.

4.5 If the invoice or its attachments do not comply with tax regulations, the order, or the actual facts, the Carrier is obliged to issue a corrected invoice; the due date shall begin to run only from the date of delivery of the corrected invoice.

4.6 If delivery of the invoice is delayed by more than 30 days beyond the deadline under point 4.2, the invoice's due date shall be extended by a further 30 calendar days.

4.7 The Carrier is not entitled to assign its receivables against the Customer to a third party without the Customer's prior written consent.

5. CARRIER'S OBLIGATIONS IN PERFORMING THE CARRIAGE

5.1 The Carrier is obliged to carry the consignment duly and on time, in particular in accordance with the order, using a suitable means of transport and qualified personnel, in compliance with these GTC and applicable legal regulations. In particular, the Carrier is obliged to:

- a) comply with all legal regulations in force in the Slovak Republic and in the countries of loading, transit, and unloading, including ADR regulations for the carriage of dangerous goods;
- b) hold all necessary permits throughout the entire duration of the contractual relationship and immediately inform the Customer of their loss or the threat of loss;
- c) keep vehicles in good technical condition and properly equipped;
- d) ensure qualified and trained personnel.

5.2 The Carrier is obliged to ensure that every consignment is tracked in real time via GPS throughout the entire carriage. The Carrier undertakes to give the Customer access to tracking of the carriage and to provide information on the current location of the consignment at any time upon request. Throughout the carriage, the Carrier is obliged to provide the Customer with a telephone contact for the driver performing the carriage, who must be reachable at that number at any time during the carriage.

5.3 The Carrier is obliged to perform the carriage in its own name. **Any assignment, transfer, or sale of the carriage to a third party, and the use of a subcontractor (including a sub-carrier), without the Customer's prior written consent, is prohibited.** Where consent has been given, the Carrier is liable for the acts of the subcontractor as if it had acted itself, and is obliged to bind the subcontractor to obligations at least to the extent of these GTC.

5.4 Any transshipment of the consignment or change of vehicle during carriage without the Customer's prior written consent is prohibited. If the Customer exceptionally approves such handling, it must be carried out under video recording, which the Carrier shall provide to the Customer upon request.

5.5 On the day of loading, the Carrier is obliged to inform the Customer of the taking over of the consignment and to send a photograph of the CMR consignment note; on the same day, it shall likewise inform the Customer, in the same manner, of the completion of customs clearance, where applicable.

5.6 After unloading the consignment, the Carrier is obliged, without delay and no later than **within 1 (one) hour** of completion of unloading, to inform the Customer of delivery and to send a photograph of the confirmed CMR consignment note.

5.7 The Carrier is obliged, **within 2 (two) days** of delivery of the consignment, to scan and send the Customer the confirmed CMR consignment note and other transport documents. It shall submit the originals upon the Customer's request.

5.8 Upon taking over the consignment, the Carrier is obliged to:

- a) check the accuracy of the details in the consignment note and the order (in particular the number of packages/pallets, their weight, marks, and numbers);
- b) check the apparent condition of the cargo, packaging, and seal;
- c) check the unloading address stated in the consignment note and, in case of a discrepancy with the order, inform the Customer;
- d) document the inspection **photographically** to at least the following extent: 2× photographs of both sides of the trailer (condition of the tarpaulin), 3× photographs of the cargo, 1× photograph of its placement and securing in the trailer, 1× photograph of the seal (if used);

e) legibly record any discrepancies in the consignment note as reservations, promptly notify the Customer of them, and await its instructions.

The Carrier is also obliged to promptly notify the Customer of the unsuitability of its instructions, which it discovered or, exercising professional diligence, should have discovered, as well as other circumstances that may adversely affect the Customer. The Carrier is obliged to refuse any instruction whose fulfilment would breach legal regulations, and to promptly inform the Customer thereof. The Carrier is not bound by the Customer's instructions solely in emergency situations, where this is in the Customer's interest and its consent cannot be obtained in time. For carriage under the CMR Convention, the binding nature of the Customer's instructions does not require them to be noted on the CMR consignment note.

5.9 Unless otherwise agreed, the Carrier is liable for the proper and adequate securing and fastening of the cargo in accordance with current technical rules. If the vehicle is loaded and sealed exclusively by the sender or a third party at the place of loading without the possibility of inspection by the Carrier, the Carrier shall promptly inform the Customer of this fact and await its instructions; in such a case, the Carrier shall not be liable for improper securing of the cargo to the extent that inspection was made impossible for it. This does not affect the Carrier's liability for damage arising during carriage from other causes.

5.10 Throughout the carriage, the Carrier is obliged to ensure that the vehicle is never left unattended and that it is parked exclusively in safe, dedicated guarded parking areas equipped with a video surveillance system and adequate lighting. The Carrier may leave a trailer or swap body only within a guarded area (including ferry and rail terminals). Breach of this point shall be deemed a material breach of contract. Damage arising as a result of a breach of this point shall be deemed a gross breach of the Carrier's obligations, and the Carrier shall compensate the Customer for it in full.

5.11 The Carrier is obliged, promptly and no later than within **[30–60 minutes]** of occurrence, to notify the Customer of:

- a) any delay in loading, unloading, or during carriage (stating the reason and the estimated time of arrival – ETA);
- b) damage, loss, or theft of the consignment;
- c) an accident or breakdown of the vehicle;
- d) customs delay or problems at borders;
- e) obstacles to delivery, problems with the exchange of transport units, and other circumstances affecting the carriage.

If, as a result of an accident, breakdown, detention of the vehicle, or other obstacle, the carriage cannot be duly performed or completed with the agreed vehicle, the Carrier is obliged promptly, at its own expense, to arrange a replacement vehicle of similar parameters. If it fails to fulfil this obligation, it shall compensate the Customer in full for all reasonably incurred costs of arranging replacement carriage.

5.12 For carriage to/from countries outside the EU customs territory (in particular the UK, Switzerland, Norway, Turkey) and for T1/T2 procedures and customs warehouses within the EU, the Carrier is obliged to verify in advance with the Customer the correct customs procedure, coordinate the procedure with the driver, confirm the proper completion of customs clearance, and promptly inform the Customer of any problems at customs. The Customer shall **not** reimburse demurrage arising at customs, except in the case of a demonstrable error on its part; where the error is attributable to the Carrier, the Carrier shall bear all costs incurred.

5.13 If neutralization of the carriage (or of the documents) is agreed in the order, the Carrier undertakes to strictly follow the Customer's instructions on handling the transport documents so that the end customer does not learn of the origin of the goods.

5.14 In the case of an "FTL" or "Dedicated" order, the Carrier undertakes to provide the Customer with the entire capacity of the vehicle exclusively for its cargo. Any addition of other cargo without the Customer's prior written consent is prohibited. In the event of a breach of this point, the Customer is entitled to reasonably reduce the agreed Freight Charge, including where it learns of the breach from the customer or a third party. This shall not affect the Customer's claim for damages and for a contractual penalty under Article 8.

5.15 Before accepting an order, the Carrier is obliged to verify the technical and legal feasibility of the carriage, in particular for ADR carriage (routes, tunnels, restrictions). The Carrier's drivers are obliged to respect the internal regulations of the sender and consignee applicable within their premises.

5.16 The Carrier undertakes that, during the term of the contractual relationship with the Customer, it will not, without the Customer's prior written consent, directly or indirectly contact the Customer's customers whose data or identity it obtained in connection with its cooperation with the Customer, nor offer them its own transport or logistics services to the extent that such services would compete with the Customer's services.

5.17 The Carrier is not entitled to fill in box 18 of the CMR consignment note ("Carrier's reservations and observations") without prior notice to the Customer. On the CMR consignment note, the Carrier shall not state any of its identification or contact details other than its business name, registered seat, and identification number, nor any other notes that are not required particulars of the consignment note under the CMR Convention or that do not follow from the Customer's instructions.

5.18 The Carrier shall ensure that the carriage is performed exclusively by qualified drivers in good health and with an adequate command of the language of communication. As the Carrier's drivers, in their contact with customers, also represent the Customer, the Carrier shall ensure their polite and professional conduct, the cleanliness and adequate condition of the vehicles, and compliance with the safety and operational regulations of the sender and consignee. Upon the Customer's request, the Carrier shall, without undue delay, provide scans of the driving licences, qualification cards, and other relevant certificates of the drivers performing the carriage.

6. PERMITS AND INSURANCE

6.1 Throughout the entire term of the contractual relationship, the Carrier is obliged, at its own expense, to conclude and keep in force:

- a) **road freight carrier liability insurance** (CMR insurance) with cover of **at least 8.33 SDR/kg** of the total weight of the consignment;
- b) **mandatory third-party motor liability insurance** for all vehicles used in the carriage;
- c) in the case of the carriage of dangerous goods, **relevant supplementary ADR insurance**, obtained before the goods are taken over for carriage.

6.2 Upon the Customer's request, the Carrier is obliged, without undue delay, to submit current insurance certificates and to promptly inform the Customer in writing of any change or termination of insurance.

6.3 The Carrier declares that it holds all administrative permits required for the proper performance of the contract (driving licences, employee residence permits, transport licences/concessions, drivers' ADR certificates, etc.) and that it will keep these in force throughout the entire period of cooperation.

7. REPRESENTATIONS AND WARRANTIES

The Carrier represents and warrants that:

- a) it complies with all statutory requirements arising from national regulations, EU regulations, and international conventions relating to employment, the posting of workers, and the performance of transport activities, including the Mobility Package rules, in particular Regulation (EU) 2020/1054 and Directive (EU) 2020/1057, as well as the relevant national rules in Germany (MiLoG), France (the Loi Macron regime), and Austria (LSD-BG);
- b) it employs its employees legally and duly fulfils its obligations towards the social and health insurance authorities and the tax authorities;
- c) it complies with the rules on driving and rest times, cabotage, and the return of vehicles;
- d) its statutory bodies and persons in managerial positions have not been finally convicted of intentional criminal offences related to business activity;
- e) it does not offer or demand any bribes, "facilitation payments," or other unlawful advantages;

f) it will inform the Customer, within 5 days at the latest, of the commencement and final outcome of any proceedings against it in the field of labour law or criminal law;

g) upon request, it will provide the Customer with all necessary cooperation in verifying the above representations and warranties;

h) it will bind its representatives and (once consent has been given) also its subcontractors to equivalent representations and warranties.

Should any third-party claims arise against the Customer due to a breach of any obligation under this Article, the Carrier shall satisfy such claims in full, or shall reimburse the Customer for them by way of recourse.

8. CONTRACTUAL PENALTIES AND DAMAGES

8.1 In the event of delay in presenting the vehicle for loading or unloading, or in delivering the consignment, the Customer shall be entitled to compensation for proven damage caused by the delay, including cases where:

a) a sanction, credit note, or discount is applied against the Customer by the end customer;

b) the Customer has granted the customer a discount due to the delay.

8.2 For breach of any of the obligations under **points 2.5, 5.1, 5.3, 5.4, 5.13 and 5.14 of these GTC**, the Carrier is obliged to pay the Customer a **contractual penalty of 30% of the value of the Freight Charge** for the relevant carriage, **but not less than EUR 2,000 for each individual breach**. This shall not affect the Customer's right to compensation for damage in full.

8.3 The Carrier is obliged to pay the Customer a penalty for breach of the confidentiality obligation and the prohibition on contacting the Customer's customers **under point 5.16 and Article 9, in the amount of 30% of the value of all carriage performed for the Customer over the last 6 (six) calendar months**, but not less than **EUR 5,000** for each individual breach. This shall not affect the Customer's right to compensation for damage in full.

8.4 The Carrier is obliged to pay the Customer a contractual penalty **for failure to fulfil information obligations**, namely:

a) for breach of the obligation under **point 5.5 or 5.6: EUR 20** for each individual breach;

b) for breach of the obligation under **point 5.7: EUR 50** for each individual breach;

c) for breach of the GPS monitoring obligation under **point 5.2: EUR 100** for each individual breach.

8.5 The Carrier is obliged to pay the Customer a penalty **for other breaches** of these GTC for which no specific contractual penalty is set, in the amount of **20% of the value of the Freight Charge**, but not less than **EUR 300** for each individual breach. This shall not affect the Customer's right to compensation for damage in full.

8.6 Gross negligence on the part of the Carrier shall be deemed to include, in particular, breach of the obligations under **points 5.2, 5.3, 5.4, 5.10, 5.14, 5.16 and Article 7**, as well as repeated or serious breach of other obligations. In the event of gross negligence, the Customer shall be entitled to claim **damages in full**, including damage exceeding the limits of the CMR Convention.

8.7 Payment of a contractual penalty does not relieve the Carrier of the obligation to fulfil the breached obligation, nor of the obligation to compensate for damage caused to the extent it exceeds the contractual penalty. Contractual penalties are due within the period stated in the Customer's demand.

9. CONFIDENTIALITY AND PROTECTION OF INFORMATION

9.1 All information about the Customer, its customers, and business partners, as well as contractual documentation (orders, invoices, transport documents, etc.), shall be deemed **confidential** and constitute the Customer's trade secret. The Carrier may not disclose it to third parties without the Customer's prior written consent.

9.2 The confidentiality obligation lasts throughout the contractual relationship and after its termination, without any time limitation.

9.3 The following shall not be deemed a breach of the confidentiality obligation: disclosure of confidential information:

- a) on the basis of a statutory obligation or on the basis of a decision or other act of a competent public authority;
- b) to the Carrier's professional advisers (in particular legal, tax, or audit advisers) who are themselves bound by a confidentiality obligation;
- c) to a subcontractor approved by the Customer, to the extent necessary for performance of the carriage.

9.4 The processing of personal data is governed by applicable legal regulations (in particular the GDPR and Act No. 18/2018 Coll.) and by the document "Information and Instructions on the Collection and Processing of Personal Data" published on the Customer's website.

10. LIABILITY FOR DAMAGE AND FORCE MAJEURE

10.1 The Carrier is liable for damage to the consignment to the extent of the carrier's statutory liability (in particular under the CMR Convention or the Commercial Code), from the moment the consignment is taken over at the place of loading until the moment it is handed over at the place of unloading.

10.2 In the event of damage occurring or threatening to occur, the Carrier is obliged to promptly take measures to minimize the damage and to inform the Customer.

10.3 The application of Section 628 of the Commercial Code is excluded; the Carrier has no lien or other security right over the consignment, documents, or other property of the Customer, sender, or consignee.

10.4 The Contracting Parties shall not be liable for breach of their obligations caused by force majeure (vis maior), which they could not, with due diligence, have foreseen or averted, in particular natural disasters, war, unexpected intervention by public authorities, civil unrest, terrorist attacks, embargoes, or cyberattacks. Strikes and lockouts within the Carrier's own company shall not be deemed force majeure.

10.5 The Carrier is obliged, promptly and no later than within 3 (three) calendar days of becoming aware thereof, to inform the Customer in writing of the commencement of any judicial, administrative, bankruptcy, restructuring, or enforcement proceedings relating to carriage performed for the Customer or which may affect the Carrier's ability to comply with these GTC.

10.6 If third-party claims are asserted against the Customer as a result of the Carrier's breach of its obligations in connection with the carriage, the Carrier undertakes to settle such claims in full upon the Customer's first written demand, within 15 calendar days of delivery of the demand.

11. TERMINATION AND WITHDRAWAL

11.1 An individual contract of carriage of goods terminates upon fulfilment of its subject matter, by agreement of the Contracting Parties, or by withdrawal under the law or for reasons stated in these GTC.

11.2 Beyond the applicable statutory provisions, the Customer is entitled to withdraw from the contract in particular in the following cases:

- a) material and/or repeated breach of the contract by the Carrier (in particular breach of the obligations under Articles 5 and 7, and gross negligence);
- b) commencement of bankruptcy or restructuring proceedings against the Carrier, or the existence of the Carrier's insolvency or over-indebtedness;
- c) loss of a permit required to perform the carriage;
- d) untruthfulness of the representations and warranties under Article 7;

- e) the Carrier's default in payment of levies/contributions, or failure to provide proof to the contrary within 3 days of a demand;
- f) breach of the prohibition on illegal employment.

12. GOVERNING LAW AND JURISDICTION

12.1 The legal relationships established by the contract of carriage and these GTC are governed by the laws of the Slovak Republic. For international carriage, the provisions of the CMR Convention shall primarily apply; for matters not governed thereby, the Commercial Code (Act No. 513/1991 Coll., as amended) and these GTC shall apply on a subsidiary basis.

12.2 The Contracting Parties undertake to resolve disputes primarily out of court. In the event of litigation, the Contracting Parties have agreed on the exclusive jurisdiction of the courts of the Slovak Republic having subject-matter jurisdiction according to the Customer's registered seat at the time proceedings are commenced.

13. FINAL PROVISIONS

13.1 These GTC are valid and effective as of the date of their publication on the Customer's website.

13.2 The Customer reserves the right to unilaterally update these GTC. It shall publish the updated version on its website and, if at the time of the change a contractual relationship with the Carrier is ongoing (an order in progress), it shall notify the Carrier of the change to the GTC together with the new wording. The new wording shall take effect upon the expiry of 10 (ten) days from its publication or from delivery of the notice to the Carrier, whichever occurs later. If the Carrier does not agree with the change, it is entitled to withdraw from the contract in writing no later than the last day before the change takes effect; if it does not exercise this right, it shall be deemed to have accepted the change.

13.3 The invalidity, ineffectiveness, or unenforceability of any provision of these GTC shall not affect the validity of the other provisions. The Contracting Parties shall, without undue delay, replace such a provision with a provision that best corresponds to its original economic purpose.

13.4 The obligations set out in these GTC must be fulfilled even after payment of a contractual penalty for their breach.

13.5 These GTC are drawn up in the Slovak language; where a version is also drawn up in another language, in the event of any discrepancy the Slovak version shall prevail.

13.6 By accepting the order, the Carrier confirms that, prior to acceptance, it had the opportunity to familiarize itself with the complete text of these GTC, that it has understood their content, and that it accepts them as a binding framework for cooperation with the Customer.

TRANSPORT REQUIREMENTS AND CONDITIONS FOR THE CARRIER

IN THE CASE OF TEMPERATURE-CONTROLLED TRANSPORT, THE VEHICLE MUST BE EQUIPPED WITH A PRINTER AND A BACKUP SYSTEM!

NEVER HAND OVER THE CONSIGNMENT TO THIRD PARTIES WHO HAVE NOT BEEN DESIGNATED BY DESTINY SPEDITION!

GOODS MUST NOT BE TRANSFERRED AS PART OF CROSS-DOCKING UNLESS DESTINY SPEDITION HAS GIVEN PRIOR FORMAL WRITTEN CONSENT!

CONFIRM THE LOADING AND UNLOADING DATE/TIME AS SOON AS POSSIBLE BY E-MAIL TO THE ADDRESS STATED IN THE TRANSPORT ORDER!

Conditions and Requirements

The Partner, its personnel and the equipment used must always comply with applicable international, European, national, regional and local laws and regulations, in particular in the following areas:

1. compliance with driving and rest periods;
2. permits and authorisations;
3. vehicles suitable for the relevant type of transport;
4. driving licences and other authorisations;
5. statutory documents and permits for foreign drivers.

CMR – Rules

Each transport order shall be subject to the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) dated 19 May 1956, except for orders relating to air cargo transport, which shall be governed by the Warsaw Convention.

The Carrier confirms that it maintains comprehensive insurance coverage and shall, upon request of Destiny Spedition, immediately provide evidence of its validity.

For information purposes: for the transport of pharmaceutical goods, the Carrier's liability must be insured for at least **EUR 300,000 on a first-loss basis per vehicle and per insured event**. For ordinary goods, insurance coverage must be at least **EUR 100,000 on a first-loss basis per vehicle and per insured event**.

The Carrier undertakes to comply with the requirements of Article 14 duodecies(1)(e) of the Community Customs Code regulations.

6. insurance;
7. ADR regulations;
8. statutory inspections and checks of equipment;
9. cargo securing.

Specific Requirements of Destiny Spedition

The Partner shall comply with the following requirements and maintain appropriate internal rules:

10. rules concerning alcohol and drugs;
11. means of communication for contacting drivers;
12. the driver must carry a photo identification document;

13. prohibition on using subcontractors without the prior consent of Destiny Spedition. Sanctions and compensation for damage may be imposed for breach of this condition;
14. the trailer must always be capable of being fully closed. After loading, the vehicle must be locked; the seal shall be provided by the consignor;
15. unnecessary stops are prohibited (e.g. shopping, visiting the driver's home, etc.). The trailer must not be parked at the driver's home during weekends;
16. vehicles must always be in good technical condition;
17. a Behavior Based Safety programme;
18. measures preventing the illegal concealment of persons in the cargo compartment;
19. Destiny Spedition must be informed immediately of any delay.

CMR Documentation

20. At the loading or unloading location, the driver must ensure that all necessary information is entered on the CMR consignment note: signature, surname and first name in clearly legible block letters, date and time of loading/unloading of the goods and, where possible, the company stamp.

The date and time are particularly important for temperature-controlled goods, as this information is required for the proper interpretation of temperature records.

21. Any damage identified during loading or unloading must be stated on the CMR consignment note, preferably in English and always legibly. The Partner shall also immediately inform Destiny Spedition by telephone using the number stated at the top of the transport order.
22. If any reservations or notes are entered on the CMR consignment note, the Partner must immediately contact Destiny Spedition and deliver a copy of the relevant CMR within 1 day.
23. Destiny Spedition must always receive the original CMR consignment note provided by Destiny Spedition. Payment will not be made without the original CMR signed and stamped by the authorised consignee. If Destiny Spedition requests the signed CMR, the Partner must deliver it within 2 days.

Vehicle and Equipment

24. Vehicles used must not contain logos, markings or other inscriptions that could indicate that they are carrying high-value cargo (pharmaceutical products, electronic equipment, cigarettes, etc.), as such markings increase the risk of theft. For pharmaceutical consignments, logos, markings or other inscriptions that could be associated with food products are also prohibited.
25. The floor of the cargo compartment must be clean and free of odours, waste, damage or residues from previous cargoes. The cargo compartment must not contain holes, splinters or other damage that could damage the cargo. Cleaning trailers on the customer's premises is not permitted.
26. The trailer must allow loading and unloading by forklift.
27. To ensure adequate cargo securing, the trailer must be equipped with at least:
 - 2 securing bars;
 - 15 securing straps;
 - 22 protective plastic corners;
 - 20–40 anti-slip mats measuring 20 × 20 cm;
 - 2 wooden beams.

28. For pharmaceutical consignments, the use of curtain-sided trailers without prior approval from Destiny Spedition is not permitted. Only refrigerated trailers with rigid walls and box-body trailers are permitted.
29. For pharmaceutical consignments, trailer maintenance, including maintenance of the refrigeration unit, must be carried out twice a year.

Temperature-Controlled Transport

(applicable to pharmaceutical consignments or where a temperature is specified in the transport order)

30. A temperature-controlled trailer must have temperature sensors calibrated at least once a year.
31. Each temperature-controlled trailer must have an ATP FRC certificate. To ensure adequate insulation properties, a refrigerated trailer must not be older than 6 years (or 9 years in the case of renewed FRC certification).
32. Always use the temperature setpoint specified in the transport order. The required temperatures shall be stated in the order. For pharmaceutical consignments, the standard settings are **+5 °C and +20 °C**.

A different setpoint may only be used if goods within the relevant trailer compartment are transported within a single temperature range. In such case, the average value of the specified temperature range may be used as the setpoint. This value shall be stated on the CMR.

Any other setpoint may only be used with the written approval of the Destiny Spedition dispatch department.

Changing the set temperature during transport is strictly prohibited! A change may only be made after the goods have been unloaded.

33. The trailer must be pre-cooled for at least 1 hour before loading. Upon arrival at the loading location, the temperature inside the trailer may deviate from the setpoint by no more than **2.5 °C**.
34. If a dual-temperature trailer is not used (or if the partition wall is not used in such a trailer), the trailer must be cooled according to the temperature range specified by the customer.

If a partition wall is used, the entire trailer must be pre-cooled to the temperature required in the first compartment, i.e. the compartment closest to the tractor unit.

35. Destiny Spedition must be immediately informed of any temperature deviation or malfunction during transport.
36. Partners must have a temperature-recording printer installed on the trailer or must be able to provide a digital temperature record during loading or unloading.

The digital temperature record must be sent by e-mail in the format agreed with Destiny Spedition. Temperature records must be archived for at least **5 years**.

37. If the words "readout received yes/no" are stated in the lower right-hand corner of Destiny Spedition's CMR, the Partner must ensure that the customer confirms receipt of the temperature record on the CMR.
38. The trailer must have internal memory for storing temperature data so that a backup system is available in the event of printer failure.
39. The temperature record must contain at least 2 temperature readings for each temperature compartment. The temperature record must always be capable of being provided in numerical form.
40. It is prohibited to load goods at ambient temperature (without a temperature-control requirement) together with goods requiring a temperature range of **2 to 8 °C**. This is permitted only if the ambient-temperature goods have been cooled to **5 °C**.
41. When transporting goods within the **2 to 8 °C** range, the refrigeration unit must operate continuously.

42. During the actual loading and unloading operations, the refrigeration unit must be switched off. The exception is operation of the refrigeration unit of the first compartment of a dual-temperature trailer where the first compartment is loaded and the partition wall is in place.
43. If the vehicle is not equipped with a GPRS system monitored by Destiny Spedition, the driver must check the temperature every 4 hours, except during sleep periods and ferry transport. The driver must check the temperature immediately before and after a sleep period or ferry journey.

If necessary, the driver may be required to check the temperature every 2 hours and complete a Destiny Spedition journey record.

Security

54. If the trailer is loaded, it must not be uncoupled from the tractor unit without the prior consent of Destiny Spedition.
55. Always use the shortest, safest or most appropriate route. Do not provide third parties with information concerning the route or the contents of the consignment.
56. Trailers loaded shortly before a weekend must not be parked on roadsides, at the driver's residence, at unsecured transshipment facilities or at any other unsecured location.
57. Statutory rest breaks may only be taken at secure parking areas. A secure parking area must be adequately illuminated and must not be located in an isolated area. Petrol stations are preferred.

After every mandatory break, the driver must check that the trailer is intact and that it has not been damaged or tampered with.

Co-loading of Goods

58. Pharmaceutical consignments must not be co-loaded with:

- i. dangerous goods (ADR), except pharmaceutical hazardous substances;
- ii. meat or fish, except canned food;
- iii. unpackaged or inadequately packaged food (e.g. bags of grain, flour, etc.);
- iv. odorous goods (perfumes, coffee, etc.);
- v. any other goods that could result in contamination or soiling of pharmaceutical goods.

Partner trailers that have previously been used to transport any of the above types of goods must not be used to transport pharmaceutical products without prior adequate cleaning.

Cross-Docking / Transshipment and Storage

59. Goods must not be transferred as part of cross-docking or placed in storage without the prior formal consent of Destiny Spedition.

Temperature-controlled goods must never be cross-docked.

Goods without temperature-control requirements may only be cross-docked with the prior approval of Destiny Spedition. Such approval shall only be granted where Destiny Spedition has carried out a physical inspection (audit) of the relevant cross-docking/storage facility.

Partners must ensure that:

- i. their personnel are properly familiarised with the contents of this document and comply with its provisions;
- ii. PEST control and ACCESS control programmes are in place;

iii. warehouse personnel are familiar with stacking instructions stated on the goods and in the accompanying documentation;

iv. there is no change to the physical properties of the goods. Repackaging of goods is not permitted.

General Conditions

60. Partners must confirm loading and unloading of the transport on the actual day of departure/arrival.

In the case of multiple addresses, even where they are spread over several days, this obligation applies to each loading and unloading operation.

Confirmations must be sent to the e-mail address stated in the transport order in the format provided by Destiny Spedition.

61. If a driver collects goods at a Destiny Spedition cross-dock, the driver must sign Destiny Spedition's CMR as confirmation of receipt. The signature must be entered in the relevant CMR field marked "Ondervervoerder / sous-traitant / unterfrachtführer".

62. Direct contact with the end customer is not permitted without the formal consent of Destiny Spedition.

Partners shall allow Destiny Spedition to conduct audits, inspect drivers, inspect equipment and verify compliance with all conditions set out in this document.

63. The Partner must always ensure full traceability of the consignment.

64. Intermodal transport where the trailer is placed unaccompanied on a ferry, vessel or train is not permitted without prior notification to Destiny Spedition.

65. As a general rule, waiting hours shall not be reimbursed.

66. More than one invoice shall not be accepted for a single transport order. Additional invoices shall be rejected.

67. The Carrier is strictly prohibited from contacting a Destiny Spedition customer for the purpose of establishing cooperation, whether directly or indirectly.

68. If the Carrier engages in or is involved in the smuggling of cigarettes, drugs, alcohol, persons or any other activity contrary to applicable law, Destiny Spedition may claim damages of at least **EUR 100,000** for damage caused to its reputation towards its customers.

69. Any dispute arising after completion of the carriage shall be subject to the jurisdiction of the courts of the Slovak Republic.

Payment Terms

70. Destiny Spedition shall accept invoices only if the supplier provides the following original documents:

- a signed and stamped transport order;
- all CMR documents provided by Destiny Spedition, signed and stamped by the consignee without reservations or notes;
- delivery note;
- pallet confirmation / pallet handover and receipt protocol;
- MRN – export document stamped by the customs office confirming exit of the goods from the EU;
- any other document proving that the carriage was properly performed and completed.

If any of the above documents is missing, the Carrier shall be charged a contractual penalty equal to the price of the completed transport and shall also be liable for any direct or indirect damage incurred.

The invoice must contain information relating to the order number, the order and the transport performed.

71. Transport orders must be invoiced in **EUR**, unless otherwise stated in the transport order or unless otherwise required by applicable law.
72. If the price is stated in EUR and the invoice is issued in local currency, the official exchange rate of the relevant national bank applicable on the invoice issue date must be used. This exchange rate must be stated on the invoice.

Destiny Spedition reserves the right to pay the invoice in EUR.

73. The price includes all taxes and charges of the Carrier, including, without limitation, tolls, licences, customs duties and other related costs.

The Carrier shall be responsible for all costs arising from damage caused during transport, both to the transported goods and to the trailer.