

General shipping and commercial conditions of the company
SLOVENSKÝ DORUČOVACÍ SYSTÉM, s.r.o., registration number: 45 497 885,
located Družby 22, 974 01 Banská Bystrica, registered in the commercial register of the District Court
Banská Bystrica, section Sro, file No. 17990/S

valid from 15. 08. 2016 and effective from 01. 10. 2016

1. Definition of terms

- 1.1. **A Freight Forwarder** means the company SLOVENSKÝ DORUČOVACÍ SYSTÉM s.r.o., registration number: 45 497 885, located Družby 22, 974 01 Banská Bystrica, registered in the commercial register of the District Court Banská Bystrica, section Sro, file No. 17990/S (hereinafter also „**a Freight Forwarder**“).
- 1.2. **A Principal** means a legal person, or a natural person – an entrepreneur, who concluded a forwarding contract with a Freight Forwarder (hereinafter also „**a Principal**“).
- 1.3. **A Recipient** means a person to whom a consignment should be delivered, or which is marked by a Principal as a Recipient (hereinafter also „**a Recipient**“).
- 1.4. **A Sender** means a person from whom a consignment should be delivered, and which is marked by a Principal as a Sender (hereinafter also „**a Sender**“).
- 1.5. **A Standard Freight Forwarder's Price List** means a Freight Forwarder's price list published on a Freight Forwarder's website www.sds.sk (hereinafter also „**a Standard Price List**“).
- 1.6. **An Individual Freight Forwarder's Price List** means a Freight Forwarder's price list that was individually agreed between a Freight Forwarder and a Principal (hereinafter also „**an Individual Price List**“).
- 1.7. **A Handling Unit** means one individually packaged and self-contained piece of consignment intended for carriage, and it is especially a palette, an EUR palette, a half-palette, a package, a crate, etc. (hereinafter also „**a Handling Unit**“).
- 1.8. **A Consignment** means one Handling Unit or a file of more Manipulation Handling Units directed to an acquisition of a transport from a Freight Forwarder's side as a whole from one Sender to one Recipient (hereinafter also „**a Consignment**“).
- 1.9. **A Real Weight** means a weight of a consignment (including transport packing), or a weight of a Handling Unit (including transport packing), declared by a Principal as a real weight of a Consignment. In case, if a Freight Forwarder had the right to apply to reweighing a Consignment or a Handling Unit, an actual weight means a weight of Consignment or Handling Unit found on scale of a Freight Forwarder (hereinafter also „**a Real Weight**“).
- 1.10. **A Volumetric Weight** means a weight (expressed in kg) of a Consignment or a Handling Unit, calculated from the volume of a Consignment or a Handling Unit (expressed in m³, where 1m³=250kg (hereinafter „**a Volumetric Weight**“).
- 1.11. **A Cash on Delivery Service** means supplementary service of a Freight Forwarder, who also undertakes to ensure a financial withdrawal in cash from a Recipient, during a delivery of a Consignment and to transfer such selected cash on an account of a Principal specified in a Forwarding Contract. Maximum value of cash on delivery for one Consignment, according to one of a previous sentence is set at 5.000,- EUR (hereinafter also „**a Cash on Delivery Service**“).
- 1.12. **A Delivery Service within Slovakia** means a procurement of a Consignment that might be taken from a Sender on a territory of the Slovak Republic and delivered to a Recipient on a territory of the Slovak Republic (hereinafter also „**a Delivery within Slovakia**“).
- 1.13. **A Delivery Service in and from the Czech Republic** means a procurement of a Consignments, which
 - a) might be taken from a Sender on a territory of the Slovak Republic and delivered to a Recipient on a territory of the Czech Republic, or
 - b) might be taken from a Sender on a territory of the Czech Republic and delivered to a Recipient on a territory of the Slovak Republic (hereinafter also „**a Delivery Service in and from the Czech Republic**“).

2. Introductory provisions

- 1.1. These General Shipping and Commercial Conditions of a Freight Forwarder (hereinafter also „**GTC**“), form a part of every contract between a Freight Forwarder and a Principal, regardless of a form and a manner of its conclusion. Forwarding contract between a Freight Forwarder and a Principal (hereinafter also „**a Forwarding Contract**“) arises in particular, by acceptance of a Principal's order from a Freight Forwarder's side (i.e. made via an e- mail, or via an online customer interface "eLogClient", that is accessible on a website of a Freight Forwarder at www.sds.sk) from a part of a Freight Forwarder or by signing a Forwarding Contract. In case that an object of a written Forwarding Contract is a commission to procure the transport repeatedly on the basis of individual orders of a Principal on acquisition of specific transport shipment, such a written Forwarding Contract is considered as a Framework Contract by which acquisition of a single shipment is considered as an Individual Forwarding Contract. If a Forwarding Contract is not in a writing form, upon acceptance of a Principal's order from the part of a Freight Forwarder, or a handing a Consignment by a Principal, a Forwarding Contract is established between a Freight Forwarder and a Principal. If a Forwarding Contract does not stipulate apart from that, these GTC as well as a Standard Price List become part of a Forwarding Contract and a Principal expresses consent with these GTC as well as with the Standard Price List in a version in force on the date of formation of a Forwarding Contract and it undertakes to fully comply with them. In case if a written Forwarding Contract solves a specific question by way of derogation from these GTC, or if on the basis of an explicit agreement of a Freight Forwarder and a Principal are solved specific questions by way of derogation from the GTS, there is precedence of

a written Forwarding Contract, or an explicit agreement of a Freight Forwarder and a Principal, before the wording of these GTC. Legal issues that are expressly untreated by a Forwarding Contract are governed by a provision of law § 601 and seq. of the Act No. 513/1991 Coll. Commercial Code, governing a Forwarding Contract as a contract, with the third part of the Act. 513/1991 Coll. Commercial Code and to a limited extent also by an Act No. 40/1964 Coll. Civil Code and other legislation of general application. Derogating arrangements in a Forwarding Contract take precedence over non-mandatory provisions of an Act No. 513/1991 Coll. Commercial Code, an Act No. 40/1964 Coll. Civil Code and other non-mandatory provisions of universally binding laws.

- 1.2. A Freight Forwarder is committed to a Principal that on the basis of a Forwarding Contract provides on its own behalf and on an account of a Principal a transport of the Consignments from the point of taking Consignment (i.e., from the place of loading) to a place of delivery (i.e., to the place of unloading), and a Principal is obliged to reimburse for services rendered on the basis of the agreed remuneration as well as all costs associated with the acquisition of a transport to a Freight Forwarder on basis of a Forwarding Contract. A Freight Forwarder in fulfilling of its commitment will negotiate the way and conditions of a transport of a Consignment in the interest of a Principal arising from a Forwarding Contract, or from a Principal's commands, namely with individual carriers with whom a Freight Forwarder concludes the Contract of Carriage. If this is not contrary to a Forwarding Contract, or if it does not specifically forbid a Principal by no later than the beginning of the implementation of a transport a Freight Forwarder can carry out a transport on its own.
- 1.3. Ensuring the claims of a Freight Forwarder against a Principal, the Freight Forwarder is entitled to apply a right of retention to the Consignments in accordance with provision §608 of the Act No. 513/1991 Coll. Commercial Code.

3. Characteristics of consignments, exclusion from a transport

- 3.1. A consignment, which transport might be provided by a Freight Forwarder for the benefit of a Principal must meet the following criteria:
 - a) the maximum dimensions of a single Handling Unit must not exceed 3,5m (length) x 1,9m (width) x 1,7m (height),
 - b) in case a Handling Unit is a palette, the maximum dimension of this Handling Unit must not exceed 1,2m (length) x 0,8m (width) x 1,8m (height),
 - c) maximum real weight of a Consignment must not exceed 2,500 kg,
 - d) maximum real weight of one Handling Unit must not exceed 1,000 kg.
- 3.2. Consignments that exceed any of a weight or the dimensional criteria referred to in point 3.1 of these GTC, are characterized as oversized Consignments. The acquisition of such oversized Consignments is possible solely under a special agreement between a Freight Forwarder and a Principal. In case of agreement pursuant to the preceding sentence, the Freight Forwarder is entitled to charge an additional fee for oversized Consignment.
- 3.3. A Freight Forwarder is entitled to check a weight of the Shipment or Handling Unit (right for reweighing), declared by a Principal.
- 3.4. In case, if a real weight of a Consignment is less than a Volumetric Weight, a Freight Forwarder may use a Volumetric Weight of a Consignment for the purposes of calculating remuneration for the shipping services.
- 3.5. From transport are excluded:
 - a) Consignments not meeting weight and dimension criteria according to point 3.1 of these GTC. This does not apply in respect of the procedure according to section 3.2 of these GTC,
 - b) Consignments with value more than 2.000,- EUR. Referred exclusion is not applied if a Consignment is insured for the whole of its true value,
 - c) Consignments of art and antique or other similar items, banknotes, coins, collectible coins, securities including bills and cheques, stamps (e.g., meal vouchers), credit and payment cards, precious metals and products of them, precious stones and jewelry, as well as other goods with high value,
 - d) Consignments of weapons and ammunition, explosives and their components or parts, inflammable goods, narcotics, and narcotic psychotropic substances, precursors, drugs,
 - e) Consignments containing goods subject to a regulated temperature mode and easily perishable,
 - f) Consignments of live animals and plants, the remains of animals and people,
 - g) Consignments of goods, that is, with regard to its character in the forwarding services regarded as inappropriate for the transport, and that is usually excluded from transport,
 - h) Consignments of goods that is easily damageable even at the normal and usual transport and handling, e.g.: glass and glass products,
 - i) Consignments containing the products with fluids, paints, diesel fuel and petrol,
 - j) Consignments that are not packaged in the manner set out in these GTC,
 - k) Consignments of goods whose nature, ownership, possession, import, export, transport or distribution is prohibited or limited by the generally binding legal and other regulations of the Slovak Republic (including international treaties by which the Slovak Republic is bound), as well as any binding acts, enshrining the sanctions, prohibitions and restrictions to individual natural or legal persons or the State (including sanctions, prohibitions and restrictions imposed by the European Union, its individual members, the United Nations Organization or any other international organization, which is empowered to issue any restriction, prohibition or penalty relating to the above),
 - l) Consignments of goods whose nature, ownership, possession, import, export, transport or distribution is prohibited by high-level legal and other regulations of the State through which a Consignment is to be delivered, or into which a Consignment is to be delivered, including international treaties and other obligations, which the State is bound by,

- m) Consignments containing medical or biological material (waste),
 - n) Consignments containing goods which are subject to a special regime under the European Agreement concerning the carriage of dangerous goods in ADR,
 - o) Consignments containing the goods to be transported under an ATA Carnet, or in one of the special customs procedures.
- 3.6 For a content of a Consignment and its compliance with these GTC, a Principal shall be liable in full. In case that a Principal without knowledge and a written consent of a Freight Forwarder hands in a Consignment, which the procurement of a transport is to be the subject of a Forwarding Contract, and it transpires subsequently that it was a Consignment that was excluded from a transport in accordance with a point 3.5 of these GTC, it is considered that in relation to that particular Consignment, a conclusion of a Forwarding Contract was not reached for this reason:
- a) a Freight Forwarder is not liable for any damage or injury or any other claim that could arise to a Principal or a third party, on the basis or in connection with the acquisition of the transport of such Consignment,
 - b) a Principal is obliged to reimburse to a Freight Forwarder or to a third party any damage, or other claim arising on a basis or in connection with the acquisition of the transport of such a Consignment.

4. Taking a Consignment from a Sender

- 4.1. An acquisition of a transport is based on a Forwarding Contract. A Principal is obliged to state for a Freight Forwarder an exact address of the place, where a Consignment will be taken (i.e., the place of loading), the place of delivery of a Consignment (i.e. a place of unloading), Sender and Recipient's telephone number, weight, size, type and number of Handling Units, and required date of loading of a Consignment.
- 4.2 A Principal is obliged under point 4.1 of these GTC to indicate data for a Freight Forwarder by means of an order, where a Principal is obliged to deliver to a Freight Forwarder, not later than 1 working day prior to the requested date of loading of a Consignment (taken from the sender). In case of an individual agreement between a Freight Forwarder and a Principal it is also possible to carry out the loading (i.e. to take) a Consignment on the day of delivery of a Principal's order to a Freight Forwarder, even if such order will be delivered to a Freight Forwarder not later than 12:00 a.m. that date.
- 4.3 A Principal is obliged to provide that a Consignment has been clearly and visibly marked with identifying information about a Sender and Recipient (in the case of a natural person, with the first name and surname, in the case of a legal person, with a company name, then with the exact address of delivery, telephone number, and where appropriate, another relevant information to facilitate the delivery of a Consignment). In the case that a Principal's order has been practiced through the online customer interface "eLogClient", accessible on the website of a Freight Forwarder at www.sds.sk, identification data under the preceding sentence must be replaced by a print identification label generated through the online customer interface "eLogClient" by which a Consignment must be properly marked by a Principal. It is also a Principal who must remove from the packaging all of the original, older, out-of-date or misleading information, labels, address labels, or used labelling which do not have anything in common with this transport which might be acquired by a Freight Forwarder and to ensure that each Consignment must be marked by only one valid delivery label.
- 4.4. A Principal will ensure that a Consignment is properly packed, so that it will be the best protected against damage, i.e. the packaging material must be appropriate to the nature of the transport of Consignments, the character of goods in a consignment, its shape, weight and characteristics. The goods in a Consignment must be secured against movement, overflow, spillage, etc., so as not to damage itself, or to damage the Consignments transported by third parties together with a Consignment, during normal transport and handling. The packaging of a Consignment, its character and content may not damage other Consignments, the transport and handling equipment, and must not endanger the lives, health and property of a Freight Forwarder and operating staff.
- 4.5. In the case of fragile content of a Consignment, or in case of special requirements on the way of handling, a Principal is obliged to notify a Freight forwarder of the above properly, and it is also required to mark a Consignment by the corresponding handling signs.
- 4.6. During loading of a Consignment at the address of a Sender, a Principal will ensure that a Sender has necessarily provided to a person receiving Shipment (the driver, through which the transport is provided), the cooperation necessary for loading of a Consignment, and especially in the case of the Consignments for which the volume, nature or characteristics do not allow the person who is taking a Consignment, or whose weight exceeds the maximum admissible weight of the load, which lays down specific rules, as the weight of the load, which a natural person - employee in the execution of the work cannot lift. In the absence of cooperation according to the preceding sentence the receiving person is not obliged to implement loading of a Consignment and a Principal will be obliged to reimburse to a Freight Forwarder all costs occurred by a Freight Forwarder as a result of the refusing of such synergy.
- 4.7. A Principal is entitled on the basis of a Forwarding Contract to require the realization of additional services, which are mainly Cash on Delivery Service, return of EUR pallets, including the delivery note. That requirement must be specified by a Principal in a specific order on the acquisition of transport.
- 4.8. If not otherwise agreed, the cash on delivery service, is possible to be used just in case, if there is between a Freight Forwarder and a Principal a written Forwarding Contract. Further rights and obligations of the contractual parties relating to a Cash on Delivery Service, provides a Forwarding Contract. Cash on Delivery service may be used only in the case of delivery in Slovakia, or delivery to/from the Czech Republic.

5. Delivery of Consignments

- 5.1. Consignments are commonly delivered after the first lockable door of a Recipient. During unloading of a Consignment at an address of a Recipient, it is a Principal who will ensure that Recipient has provided to the person serving a Consignment (the driver, through which a shipment is provided) necessarily a cooperation during unloading a Consignment, and especially in the case of the Consignments for which the volume, nature or characteristics do not allow the person who is taking a Consignment, or whose weight exceeds the maximum admissible weight of the load, which lays down specific rules, as the weight of the load, which a natural person - employee in the execution of the work cannot lift. In the absence of cooperation according to the preceding sentence the receiving person is not obliged to implement loading of a Consignment and a Principal will be obliged to reimburse to a Freight Forwarder all costs occurred by a Freight Forwarder as a result of the refusing of such synergy.
- 5.2. In the case of Consignments with Cash on Delivery, a Recipient is obliged to pay before taking off a Consignment to the serving person (the driver) Cash on Delivery, i.e. cash in the value specified on the delivery documents.
- 5.3. Taking off a Consignment a Recipient is obliged to confirm into a delivery document of a Freight Forwarder, where will be stated in capital letters, their first name and surname, a number of the identity card and their signature. If a Recipient is a legal person or a natural person - entrepreneur, a Recipient will state in a delivery document with the capital letters a first name and a surname of a person receiving delivery, stamp of a Recipient and the person who is taking a Consignment will sign it.
- 5.4. In the agreed remuneration for the acquisition of transport of a Consignment are included two delivery attempts. If a Consignment is not taken by a Recipient on the first day of a delivery, a Consignment will be delivered on the next work day if a Freight Forwarder and a Principal do not agree otherwise. If there is no delivery of a Consignment on its second attempt, it will be returned to the sender if a Freight Forwarder and a Principal do not agree otherwise.
- 5.5. If a Recipient refuses to accept a delivery, the second attempt according to the procedure as specified in point 5.4 of this GTC is no longer made, and a Consignment will be returned to the sender.
- 5.6. In case of a Consignment which is returned to a Sender under point 5.4 or 5.5 of these GTC a procurement of transport to a recipient will be charged to a Principal (section 5.4 or 5.5 of these GTC), as well as a charge for the acquisition of return to a Sender.

6. Delivery time

- 6.1. If a transport during a procurement of a Consignment or during a transport itself, do not occur special or unexpected situations which a Freight Forwarder could not influence, or if a Principal or a Receiver do not apply for a delivery at a later date, the Consignments are delivered (i.e. the first delivery attempt is made) in a common delivery time, which is:
 - a) in the case of Delivery within Slovakia, the first working day following the day on which a Consignment was taken from a Sender within 5 p.m. of that day;
 - b) in the case of delivery to and from the Czech Republic, the second working day following the day on which a Consignment was taken from a Sender;
 - c) in the case of Delivery within Slovakia and the subject of a Forwarding Contract is a procurement of an oversized Consignment (point 3.1 and 3.2 of GTC), the usual delivery time will be instead of time referred to in this point of these GTC under the point a) the second working day following a day on which a Consignment was taken from a Sender within 05:00 p.m. that date;
 - d) in the case of delivery to and from the Czech Republic and the subject of a Forwarding Contract is a procurement of an oversized Consignment (point 3.1 and 3.2 of GTC) the usual delivery time instead of time referred to in this point of these GTC under the point b) means the third work day following a day on which a Consignment was taken from a Sender within 05:00 p.m. that date;
 - e) in cases not referred to in this point of GTC a), b), c) and d), or if it is the subject of a Forwarding Contract, a procurement so called a full track load (i.e. a single means of transport is allocated for the transport of one Principal's consignment), the consignment is delivered within the time, which is announced via a Freight Forwarder to a Principal.

7. Payback for a forwarding services

- 7.1. A Freight Forwarder has a claim against a Principal to pay a remuneration for provided shipping services, which is generated by the handing in a consignment by a Sender to a delivering person (a driver).
- 7.2. The amount of the remuneration for forwarding services is determined by an Individual Price list, if such has been agreed between a Freight Forwarder and a Principal. In other cases, the amount of remuneration is determined by a Standard Price List.
- 7.3. The amount of the remuneration will be determined on the basis of the real weight of a Consignment (see point 1.9 of GTC i.e. on the basis of weight declared by a Principal or on the basis of the weight determined by a Freight Forwarder, with the procedure in accordance with point 3.3 of GTC), or in the case of the procedure as specified in point 3.4 of these GTC on the basis of the volumetric weight of a Consignment. The total amount of the remuneration for the shipping services, also depends on the amount of the required additional services (point 4.7 GTC).
- 7.4. If not otherwise agreed, the remuneration for a forwarding service is due to a 15.th day of the calendar month following the month in which a particular forwarding service was practiced.

- 7.5. In the case that a Principal will be in default of payment of any financial obligation arising under a Forwarding Contract, a Principal is obliged to pay to a Freight Forwarder the agreed interest for delay in the amount of 0.05% per day from a due amount, from the date following the due date of an obligation up until payment.
- 7.6. A Freight Forwarder and a Principal hereby agreed that in a case if a Principal will be in default of payment of any financial obligation arising under a Forwarding Contract, a Freight Forwarder is entitled to make a one side credit of mutual claims, i.e. claims of a Freight Forwarder to cover any repayment of a financial claim arising on the basis of a Forwarding Contract, against a Principal's claim for payment of financial amount taken from a Recipient during a delivery of a Consignment within Cash on Delivery services (point 4.8 GTC). Credit under the previous sentence will be effected by a Freight Forwarder with a written notification delivered to a Principal.

8. Responsibility for damage

- 8.1. A Freight Forwarder is solely responsible for damage on a consignment arising from the procurement of transport, only if a Freight Forwarder could not avert it neither during exerting of the professional care.
- 8.2. A Freight Forwarder is not responsible for damages:
- a) caused by a Principal or a Sender or a Recipient
 - b) caused by the owner of the contents of a consignment
 - c) caused by a defect of a consignment, by its natural character or by its natural loss
 - d) caused because of improper or inadequate packaging of a Consignment or Handling Unit, or due to inadequate or improper packaging of the content of a Consignment or a Handling Unit (point 4.4 of the GTC). This is valid also in case of insufficiency of packaging or improper packing of a Handling Unit, or incorrect or insufficient packing of the contents of a Consignment or a Handling Unit occurred during procurement of transportation or during transport itself.
 - e) caused due to incorrect or missing handling labels or signs as specified in point 4.3 or 4.5 GTC, or due to a breach of the obligations of a Principal set out in point 4.3 or 4.5 GTC
 - f) due at the time when a Consignment has not been in the physical force of a Freight Forwarder
 - g) caused in the case if damage has arisen on a Consignment, which is in accordance with these GTC (point 3.5 of the GTC) excluded from transport
 - h) for damage on a Consignment in case if a Consignment has been taken by a Recipient without reservation
 - i) in the case if a Principal failed to provide to a Freight Forwarder correct or complete information about the contents of the consignment and its nature, as well as other facts necessary for proper procurement of the transport by a Freight Forwarder's side (§ 604 of the law No. 513/1991 Coll. Commercial Code)
 - j) caused by not keeping of the usual delivery time (point 6.1 of GTC)
- 8.3. A Principal is liable for damage:
- a) in the case when a Principal failed to provide to a Freight Forwarder correct or complete information about the contents of the consignment and its nature, as well as other facts necessary for proper acquisition of the transport by (§ 604 of the law No. 513/1991 Coll. Commercial Code)
 - b) if a consignment was handed for a transport in accordance with point 3.6 of these GTC (shipments excluded from transport)
 - c) in the case where the damage arises due to under point 8.2 b) or c) or d) or e) of these GTC.
- 8.4. A Principal is obliged to ensure that the Consignment was properly controlled by a Recipient during delivery and taking off. In the case that a consignment or its packaging at the time of delivery does not seem any obvious signs of mechanical or other damage, a Recipient is not entitled before signing the delivery document according to point 5.3 of these GTC, to open the consignment or to unpack it. The serving person (the driver) is not required to participate in the examination of the contents of the Consignment by a Receiver. In the case that a consignment or its packaging at the time of delivery appear to have obvious signs of mechanical or other damage, or in the case of partial loss of the consignment, a Principal is obliged to arrange that a Recipient has raised objections to the delivered consignment, sent in writing form without delay and immediately after a delivery of a such consignment. Those reservations is a Recipient obliged to note in the delivery documents of the Freight Forwarder, or to a separate form "statement of damage", in which it must be given a number of consignment, to which objections are related, the closer specification of the date and time of delivery, as well as the signature of a Recipient and the serving of a person (the driver).
- 8.5. The claim by a Principal or other authorized person (hereinafter referred to as "*an authorized person*") for a compensation of a damage is subject to the application of this law at a Freight Forwarder in the manner provided by these GTC.
- 8.6. An authorized person is obliged to apply the written complaint to a Freight Forwarder, without delay after the finding out of damage on a consignment or its total or partial loss, but no later than within a period of 30 days from the date on which the consignment was handed over by a Sender to the serving person (driver), for the purpose of acquisition of a such Consignment.
- 8.7. A written complaint must contain a critical fact justifying a claim of an authorized person entitled to compensation, the specification of a particular Consignment, which the claim relates to the circumstances of the occurrence of the damage, the extent of the damage, and the amount of a damage. An authorized person is obliged to attach documentation to the written complaint proving the claimed issues raised by them, especially the photo documentation of the damage (except in the case of total loss of a Consignment), and documents proving the amount of damage. In the case of a claim, connected with the obvious damage on a Consignment, an authorized person is obliged to enclose to a written complaint

the "statement of damage" or a photocopy of Freight Forwarder's delivery documents according to point 8.4, containing written objections to a delivered Consignment.

- 8.8. A claim for a compensation of a damage arises only in the case if a written complaint is applied by an authorized person in writing form, within the time limit applied under point 8.6 of these GTC and contains all the essentials under point 8.7 of these GTC and lapses by way of derogation of that right at a Freight Forwarder within the time limits set out in point 8.6 of these GTC. The claim for a compensation of damage lapses, even if it is a written complaint within the time limit applied under point 8.6 of these GTC, but does not contain all the requirements required under point 8.7 of these GTC.
- 8.9. A Principal's claim for a compensation of a damage against a Freight Forwarder, a Principal is not entitled to charge in against any Freight Forwarder's claims arising on the basis and in relation to the Forwarding Contract.
- 8.10. A principal is obliged to ensure that a Freight Forwarder would have the opportunity to convince yourself about the true extent of the damage by the visual inspection on the examination site. To this end, the Principal is obliged to provide that the contents of a consignment is not handled in any way, and it is also obliged to provide that a packaging in which a consignment is received was well preserved. The principal is also obliged to allow inspection of the consignment by a liquidator from an insurance company under the possible occurrence of an insured event.
- 8.11. Fulfilling the terms and conditions of these GTC the authorized person has a claim for a compensation of actual damage to the extent provided by these GTC. The real damage is understood what diminished the assets of an authorized person by virtue of the occurrence of damage. A Freight Forwarder is not liable for loss of profits, or any other proprietary or non-equity claims (including consequential damages, contractual penalties, sanctions and claims of third parties) arising in connection with a damage on a consignment.
- 8.12. Liability of a Freight Forwarder for a damage incurred on the Consignment is subject to agreement of a Freight Forwarder and the Principal limited by the mount of 2,000 EUR for 1 Consignment.
- 8.13. In case if there is no delivery service provided within Slovakia, and if international treaties (in particular the Convention on the contract for the international carriage and a Protocol to the Convention) contain mandatory provisions regarding the extent of the damage, the person entitled to compensation is limited to the amount of 2,000 EUR, the maximum allowable under the mandatory provisions of the International Treaty of the Convention on the liability of a Freight Forwarder (in particular the contract for the international carriage of a Protocol to the Convention).

9. Postal policies

- 9.1. If a real weight of a Consignment does not exceed 50kg, and at the same time if a Consignment exceeds the minimum dimensions and at the same time does not exceed the maximum dimensions set for individual Consignments by the rules for international mail service (the acts of the Universal Postal Union – announcement of Ministry of Foreign Affairs of the Slovak Republic No. 50/2010 Coll. in particular - mainly The Global Postal agreement, the implementing order about a letter post and postal parcels), this is a postal consignment (even "Postal Consignment") within a name of Act No. 324/2011 Coll. on postal services (here in after also the "Postal law").
- 9.2. In the case of Postal Consignment:
 - the rights and obligations of the contractor parties are governed by these GTC and by the Postal law. The mandatory provisions of the Postal law take precedence over the provisions of the Contract and these GTC;
 - a Freight Forwarder provides the express postal services within the meaning of the Postal law, and it is a taking off a Consignment, personal delivery service to the addressee, the possibility of a change of address and delivery during a transport of a Consignment and to track a Consignment with monitoring. The method of taking and delivery of individual Postal consignments is referred to in point 4 and 5 of these GTC, and is applied to any provided mail service;
 - a Postal contract within the meaning of the Postal law means a Contract;
 - are excluded except from the things within accordance with point 3.5 of these GTC also the things defined in provision § 32 sect .3 of Postal law;
 - the tariff means a Standard or individual price list;
 - the extent of the liability of a Freight Forwarder for a failure to comply with conditions according to a Postal law and the Contract and ways to claims from liability for damage are governed by the provisions § 38 and 39 of the Postal law and, in the alternative with point 8 of these GTC;
 - such a Consignment is marked by a Freight Forwarder's logo "SDS" along with the word indicated „Slovenský Doručovací Systém“;
 - complaints procedure is referred to in point 8 of these GTC. Time limit on claim settlement relating to the Postal Consignment is set by a Postal law.

10. Final provisions

- 10.1. For the purpose of the proper implementation of the obligations of a Freight Forwarder arising from the Forwarding Contract, a Principal hereby gives consent to a Freight Forwarder to the processing of personal data that has been provided or will provide the Principal based on or in connection with the Forwarding contract, to the extent necessary for the proper performance of the rights and obligations of the forwarding contract, and especially its agreement to the collection, processing, use, search and retention so that the purpose of Forwarding Contract was filled.
- 10.2. A Principal obliges to ensure a consent of the persons concerned (a Sender and a Recipient) with the processing of their personal data so that a Freight Forwarder can perform their duties properly and in time arising from a Forwarding Contract.

- 10.3. The subject of the processing will be personal data will be data of the people concerned to the extent of a first name, a last name, a signature, an address, a telephone number, a number of an identity card or other document showing the identity of a Recipient.
- 10.4. Consent with the processing of personal data according to a point 10 of the GTC takes over the duration of the contractual relationship established by a Forwarding Contract, and 5 years from the date of termination of this contractual relationship.
- 10.5. These GTC are available on the website of a Freight Forwarder at www.sds.sk.
- 10.6. These GTC enter into force on 15.08.2016 and are effective from 01.10.2016 and in its entirety replace a General terms and conditions of a Freight Forwarder and a Freight Forwarder's complaint procedure list, effective by 30.09.2016.
- 10.7. In the case of a Forwarding Contract that did not have a written form, and which was concluded before the date of entry into the validity of these GTC, a Principal has the right, in a writing form, to withdraw from a Forwarding Contract without giving any reason for such a Forwarding Contract within the period until the entry into effectiveness of these GTC. If a Principal does not withdraw from a Forwarding Contract referred to in the preceding sentence in the period until the entry into effectiveness of these GTC, it is valid that a Principal fully expresses the acceptance of these GTC, which will become part of the contractual relationship established by a Forwarding Contract under the previous sentence – and these a Principal is obliged to fully comply with.
- 10.8. A Freight Forwarder and a Principal agreed that a Freight Forwarder is entitled to change unilaterally the GTC as well as a Standard Price List, so that the new version of the GTC or a Standard Price List no later than 30 days prior to their entry into effectiveness will publish on the website of a Freight Forwarder's website at the www.sds.sk. A Principal, from time to time, is obliged to follow the new wording of the GTC and a Standard Price List published on the Freight Forwarder's website. If the Principal will not agree with the new GTC or with a Standard Price List, they are entitled within a period of entry into effectiveness of the new GTC in writing form to notify to a Freight Forwarder their disagreement with the new wording of GTC. In the case of delivery of a Principal's written disapproval to a Freight Forwarder according to the previous sentence, the Forwarding Contract is cancelled to the end of the calendar month in which a Principal's written notice was delivered to a Freight Forwarder. In the case that a Principal will not declare a disapproval according to a preceding sentence, the Contractual parties have agreed that with the date of entry into effectiveness of the new GTC, the original text of GTC will be replaced by the new ones which will become part of a Forwarding Contract.