

Article I. Initial Provisions

The following general terms for transport services shall apply to any transport services of products, components or other goods (hereinafter referred to as "Products") ordered by Secop s.r.o., Továrenská 49, 953 01 Zlaté Moravce, Slovakia, ID: 35 800 399, VAT ID: SK 2020235437 or any other affiliate company of the Secop group (hereinafter referred to as the "Secop") from any given supplier of transport services irrespective of whether he acts on his capacity as transporter or as freight forwarder (hereinafter referred to as the "Carrier"). The purpose of these general terms is to set forth the conditions of performance by Carrier, in whatever capacity (freight forwarder, agent, handler, service agent providing customs brokerage or not, forwarder, haulier, etc.), for Secop, of transport services of Products, of any kind, from any origin, to any destination, both domestically and internationally.

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

Article II. Definitions

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

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

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

Consignee: the entity receiving the Products or whole Shipment;

Consignor: the entity that sends the Products or whole Shipment to the Consignee;

Delivery: the delivery shall occur when the Products are delivered to the address of the Consignee indicated in the Delivery Note;

Delivery Note: document that describes Shipment and its value and proves that the Shipment was sent from Consignor and delivered to the Consignee;

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

Secop: Secop s.r.o., Továrenská 49, 953 01 Zlaté Moravce, Slovakia, ID: 35 800 399, VAT ID: SK 2020235437 or any of its affiliate companies incorporated into Secop group that issues Order for Services;

Loading time: time and date stated in the Order sent by Secop when appropriate means of transport ensured by Carrier shall be prepared for the loading of the Shipment by the Consignor;

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

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

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

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

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

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

Unloading time: time and date stated in the Order sent by Secop when the Shipment shall be delivered to the Consignee for the unloading;

Article III. Contracting and Ordering of the Services

1. Services shall be performed by the Carrier based on the Order sent by Secop.
2. Carrier is obliged to confirm or to refuse the Order to perform Services within 12 hours from its delivery within standard working hours between 7:30 to 16:00 CET. In case of refusal, the Carrier shall specify the reasons for rejection. In case the Carrier does not reply to the Order within above mentioned period, it is deemed that the Carrier accepts the Order.
3. The Carrier shall notify Secop within the same period as per para. 2 of this Article if he requires additional information to perform Services according to Order or if there is any issue regarding the performance of Services according to Order sent by Secop.
4. The Carrier and Secop have agreed that if the price for Services is not agreed in advance by the Parties in separate written contract, Secop shall be entitled to set the reasonable price for the Services stated in the Order by Secop.
5. The Carrier shall ensure issuance of all necessary documents for Shipment including Delivery Note in necessary counterparts at least one original for the Consignor and for the Consignee if such Delivery Note is not issued by the Consignor or Secop.
6. The Carrier undertakes to verify the information included in the Delivery Note and shall be liable to Secop for damages incurred as a result of inaccuracies or incompleteness of information stated in the Delivery Note and also as a result of the difference between the quantity and/or quality of Products stated in the Order and in the Delivery Note. In case of any inconsistencies as mentioned in previous sentence, the Carrier undertakes to immediately inform contact person in Secop about it and to include in the Delivery Note respective objection/reserve concerning such inconsistency.

Article IV. Performance of Services

1. The Carrier undertakes to perform Services based on an Order made by Secop and in line with terms and conditions specified in the Order and these general terms.
2. The Carrier undertakes to perform Services with necessary professional duty of care and in a proper and timely manner as stated in the Order.
3. The Carrier explicitly undertakes to ensure adequate means of transport to be present in the agreed period for loading of the Shipment in the Order. The Carrier shall without any limitations indemnify and holds Secop harmless from any and all damages incurred due to delay in loading including any penalties and costs incurred due to problems in the production of Secop or its client caused by such delay.
4. If the Consignor is in delay when loading of the Shipment or if the Consignee is in delay with accepting (unloading) the Shipment, the Carrier is obliged to ensure confirmation of such delay by responsible person of the Consignor or of the Consignee.
5. The Carrier is obliged to perform Services at his own expense with appropriate means of transport that is operated by the Carrier. The Carrier can subcontract any other carrier however in such case the Carrier bears full responsibility for the performance of Services by this subcontractor.
6. The Carrier undertakes to use for the performance of Services only means of transport that are in good technical condition, clean and with a waterproof storage area, functional customs seals and equipped with all necessary equipment necessary for Services performance according to the Order and binding legal regulations and bears liability for such performance.
7. If the Shipment contains dangerous Products according to the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) or other generally binding legal regulations, the Carrier undertakes to equip the vehicle with safety equipment specified in the Order and binding legal regulations and bears liability for such performance, etc. which may result in the payment of additional Taxes from the relevant Tax Authority.

8. The Carrier undertakes to actively participate in the loading and unloading of the Shipment. When loading or unloading, the driver as well as any other member of the crew must wear safety shoes and use other personal protection working tools as required by the applicable law, internal directive of the Secop and/or the Consignor. The Carrier undertakes to engage only such drivers or members of crew who are professionally capable to provide ordered Services and have all necessary certificates, licenses, authorizations needed for proper performance of Services and bears liability for such performance.

9. The Carrier acknowledges that timely Delivery of the Shipment according to the Order is of the essence for Secop. In case of any delay in Delivery of the Shipment the Carrier undertakes to immediately inform Secop and to take any necessary precautions to limit possible damages, to continue the transport as soon as possible and to prioritize such transport to reduce or diminish incurred delay.

10. In case the Carrier fails to comply with the Loading time and/or the Unloading time of the Shipment according to the Order, the Carrier undertakes to pay Secop contractual penalty in the amount of 150, - EUR for each even commenced day of delay. The contractual penalty shall be due within 15 days from the day of delivering a written notice or invoice by Secop to the Carrier to pay penalty. Secop is entitled to claim any and all damages caused by the delay exceeding the amount of the agreed contractual penalty.

11. Secop undertakes to provide to the Carrier all necessary documents and assistance for customs formalities and customs clearance. Secop shall indemnify Carrier from any and all the financial consequences resulting from incorrect or inapplicable documents or information, etc. which may result in the payment of additional Taxes from the relevant Tax Authority.

Article V. Rights and Obligations of the Parties

1. The Carrier shall conclude and maintain during the cooperation with Secop a comprehensive insurance policy with respective insurer, that is widely known to be solvent, concerning liability for any and all damages or losses caused by Carrier during the performance of the Services to the Secop. The limit of the insurance coverage shall always correspond to the value of each Shipment however it should be at least 100.000,- EUR for each Shipment. The Parties agree that the price for Services shall already contain a surcharge for such insurance policy for Secop Shipments.

2. The Carrier undertakes to always carry out necessary legal procedures for maintaining the right of Secop to take legal action against liable person, in the event of loss or damage of the Shipment, if the Carrier is not liable for such loss or damage of the Shipment. Failing this obligation, the Carrier shall bear full liability for incurred damages to Secop.

3. The Carrier undertakes to store all data, records, documents and other documentation related directly and/or indirectly with the performed Services for at least five years after the Delivery, unless a longer period is stipulated by the relevant legal regulations.

4. The Carrier is not entitled under any circumstances, in any way to detain the Shipment or any of the transported Products. The Carrier is not entitled to put a lien, right of retention or any other right of a third person to the transported Products to secure his claim(s) for the payment for provided Services. Even in the case of possible disputes with Secop, the Carrier undertakes to deliver upon first request all the Products that had not yet been delivered according to the Order.

5. Secop is entitled to handle the Shipment during provision of Services, mainly to order the Carrier to stop the transportation, to change the place of delivery or to provide the Shipment to another Consignee.

6. The Secop undertakes to pay price (Services charge) to the Carrier for the performed Services in the amount agreed in the Order or in the separate written contract.

7. If the Carrier, as the supplier of Services, fails to pay even a part of any Taxes (e.g. VAT, tariffs, customs fees etc.) and the Tax Authorities shall claim such Taxes from Secop, the Carrier undertakes to pay Secop any and all paid amount including related costs and penalties to respective Tax Authority on behalf of the Carrier, no later than 15 days after the delivery of a notice from Secop to pay such amount. Regardless of the previous sentence, Secop shall be entitled to withhold from the invoiced price of Services an amount corresponding to the amount of the value added tax stated on each invoice issued by the Carrier to Secop, if the registration of the Carrier for value added tax is canceled pursuant to respective legal regulations or there is a reasonable doubt that the Carrier would fail to pay the relevant value added tax on time as stipulated by the relevant legal regulations. Secop is however entitled to use such withheld amount only to pay respective value added tax for performed Services by the Carrier to Tax Authorities on behalf of the Carrier which Secop is obliged to pay as a guarantor pursuant to respective legal regulations.

Secop shall return to the Carrier the unused part of the withheld amount upon submission of a confirmation issued by the relevant Tax Authority that the reasons for which Secop had become the guarantor of the value added tax ceased to exist.

8. In case Secop sends official Claim to the Carrier regarding the performed Services, the Carrier undertakes to respond by written statement to it within reasonable period of time, however not later than 15 working days from the delivery of such Claim. The Carrier undertakes to provide the statement to the Claim with sufficient reasoning and to accompany it with any and all documents supporting this statement. The Secop shall consider the Carriers statement to the Claim and shall reply to the Carrier within the period of 15 working days from the delivery of the Claim to the Carrier. Both Parties shall use all necessary endeavor to agree on the settlement of the Claim within the period of 60 calendar days from the delivery of the Claim to the Carrier. The Parties agree that the due period of the invoice for Services related to the Claim, if it is not already paid by the Secop, is automatically prolonged by additional 60 calendar days during which the Claim shall be settled by both Parties. The Carrier is not entitled to ask any appurtenances or compensation from the Secop due to such automatic prolongation of due period of the invoices.

9. Secop shall be entitled to set off anytime any and all receivables towards the Carrier with any and all due or undue receivables of the Carrier towards Secop.

10. The Carrier undertakes to adhere to any and all national or in the EU valid legal regulations related to the employment of its personnel, including but not limited to the regulations concerning the protection of health and occupational safety of employees, the length of the working time, minimum wage, mandatory safety training and protective equipment etc. If Services are performed by a subcontractor of the Carrier, the Carrier is liable to ensure that such subcontractor also adheres to these regulations. If Secop is obliged to pay any amount as a result of a violation of any legal regulation of the Carrier specified in this paragraph, the Carrier undertakes to indemnify Secop in full extent within 15 days after the delivery of a notice by Secop to pay such amount. Secop shall be entitled to withhold the payment of any invoice of the Carrier issued for performed Services until the amount that Secop had to pay, is paid by the Carrier.

11. At the request of Secop, the Carrier undertakes to prove (e.g. by submitting relevant wage documents, confirmations of employee registration etc.) that the Carrier fulfills his legal obligations as mentioned in para. 10 of this Article. The Carrier especially undertakes to submit to Secop, if needed, evidence of the payment of the salary for the hours worked in the amount of the set minimum wage to each employee of the Carrier or his subcontractor during the performance of the Services. The Carrier undertakes to ensure, if needed, the translation of such requested documentation into language of the state authority requesting such documents. The Carrier undertakes to inform Secop without any undue delay, if any investigation of an alleged violation of legal obligations as mentioned in para. 10 of this Article is started against him in connection with Services performed for Secop.

Article VI. Liability

1. The Carrier shall be liable for complete or partial loss of the Shipment and/or for its damage or destruction occurring during the performance of the Services, as well as for exceeding of the agreed delivery period.

2. The Carrier undertakes to indemnify Secop not only direct damages but also transport charges, customs fees and other Taxes or fees that originated in connection with the Shipment's transport, considering complete loss in full amount and considering partial loss proportionally. The Carrier explicitly undertakes to compensate Secop also any additional costs related to the liquidation of the damaged Shipment, including but not limited to costs of sorting out the damaged Products, costs of assessing the scope of damage to the Shipment as well as other reasonable administrative fees related to the damage.

3. The Carrier undertakes to compensate to Secop any and all costs for substitute express transportation of the Products due to failure of the Carrier to perform properly ordered transport Services, if such substitute express transportation is inevitable to prevent production stop of Secop or its client.

4. The Carrier undertakes to indemnify Secop for damages, including lost profit, for each delayed or unrealized transport, including contractual penalty that Secop is obliged to pay to its client in such case.

5. The Carrier may liberate from its liability if the delay, damage or loss of the Shipment was caused by Secop or by the Exemption Event.

6. The Parties agree that the Shipment is deemed to be lost if the Shipment is not delivered to the Consignee within a period of 30 days after planned Unloading time according to the Order.

7. The Parties agree that as the value of the Shipment at the time of beginning of the transportation shall be considered the value stated by Secop in the Order or in the Delivery Note or in any other documents sent by the Secop to the Carrier prior the loading of the Shipment. If the value of the Products included in the Shipment exceeds the statutory binding liability limits based on any applicable international conventions, the Parties explicitly agree that they agree on extension of such liability limits up to the actual value of the Shipment declared by Secop. The Parties also agree that the price for Services shall already contain a special surcharge for such liability extension up to the real value of the Shipment stated by Secop.

8. The Carrier shall be liable for damages incurred to Secop as a result of delayed transport and shall upon request indemnify the Secop in full extent taking into account the all costs related to production stop caused by such delay. If the amount of the total damages caused by the delayed transport exceeds the statutory binding liability limits based on any applicable international conventions, the Parties explicitly agree that they agree on special interest in delivery corresponding the amount of the average costs of Secop production for the duration of the delay. The Parties agree that the price for Services shall already contain a special surcharge for such special interest in delivery.

9. The total liability of the Carrier towards Secop shall be limited to the amount of 100.000,- EUR per event and 1.000.000,- EUR per all events per calendar year.

Article VII. Price and Payment Terms

1. Secop is obliged to pay the Carrier price for Services in the amount set in the Order or according to separate written contract with the Carrier.

2. The price for Services contains all costs, fees and surcharges for the performance of Services. The Carrier is not entitled to ask for any additional compensation from Secop exceeding the price stated in the Order.

3. The Carrier has the right to claim agreed price for Services, if Services are performed properly, on time and in line with the Order and these general terms. The amount of the price shall be agreed exclusively with regards to data stated in the Order. In case that the Carrier in reality loads other Shipment than stated in the Order (in terms of weight or volume of Shipment), the Carrier undertakes to inform Secop about this fact immediately after loading and Secop reserves the right to set a new price for transport Services corresponding to the usual price of the actually performed transportation. The Carrier undertakes to inform Secop about any planned consolidation of the Secop Shipments and the Secop reserves the right to set a new price for transport Services corresponding to the usual price of the actually performed consolidated transport.

4. Services are paid by Secop upon receipt of invoice from the Carrier. The issued invoice must contain the following data:

- business name, tax ID, company registration number and the registered office according to the extract from the companies register or address according to the trade license of the Carrier;
- business name, tax ID, company registration number and the registered office according to the extract from the companies register of Secop;
- number of the purchase Order;
- date of invoice issuance;
- date of taxable performance of Services;
- the total price excluding VAT;
- VAT rate;
- VAT amount;
- total price;
- further features in line with the valid legislation.

5. The Carrier undertakes to attach to the invoice as an attachment original Delivery Note (confirmed CMR documents with date of reception, signature and stamp of recipient of Products) signed by the Consignor and the Consignee and any other documents that are required by Secop according to the Order.

6. If the invoice fails to contain the above-mentioned characteristics or if it states them incorrectly or if the invoice does not have above-mentioned attachments, Secop is entitled to return the invoice back to the Carrier with the information about the reason for returning the invoice. After the delivery of a corrected invoice and necessary attachments, a new term of maturity of the invoice shall commence, regardless the day of the issuance of the invoice.

7. The Carrier is entitled to issue 1 invoice on weekly basis for all transport Services performed for previous week. The due date of the invoice for Services shall be 90 days from the day of its issuance.

8. The Carrier undertakes to deliver the issued invoice to Secop no later than three days after its issuance, otherwise the due date of such invoice shall be prolonged by the delay in delivery of issued invoice to Secop. The Carrier undertakes to send electronic invoice in PDF file on e-mail address invoices.slovakia@secop.com

9. If there is official Claim sent by Secop to the Carrier, the due date of respective invoices related to the Claim could be prolonged as stated in para. 8. of the Article V. of these general terms.

10. In case of a delay with payment on the side of Secop for transport Services, Secop is obliged to pay to the Carrier penalty interest equaling 5% p.a. of the due amount.

Article VIII. Duration of the Cooperation

1. The cooperation between the Parties based on these general terms is valid for the period of a one year as from the date of the first Order delivered by Secop to the Carrier under these general terms. The cooperation may be renewed for additional period of one year, even repeatedly, unless termination notice by a Party at least three months before the end of the contractual period is sent to the other Party.

2. Both Parties may terminate cooperation without any reason by sending written notice to the other Party with the notice period of three months that starts from the delivery of such notice to the other Party.

Article IX. Governing Law and Jurisdiction

1. The general terms shall be construed according to the laws and binding regulation of Slovak republic and any applicable International Conventions for carriage Products by road, sea, air or rail.

2. In the event of a dispute arising out or in connection with these general terms, the Parties shall endeavor to settle the dispute through good-faith negotiation. If the dispute cannot be resolved through negotiation, the Parties agree to submit the matter in dispute to the general courts of Slovak republic based on the procedural rules according to the governing law.

Article X. Final Provisions

1. The Parties undertake to keep confidential all information of the other Party received within or in relation with the performance of the Services and to not disclose the information to a third party without the prior written consent of the other Party.

2. The provisions of these general terms shall be binding for both contracting Parties, unless otherwise agreed in separate written contract. These general terms shall represent an inseparable part of each contract for transport Services concluded by and between Secop and the Carrier after the validity of these general terms.

3. The Secop reserves the right to cancel, amend, modify or replace these general terms at its own discretion, however a specific Order is governed by general terms valid at the time when the Order was sent to the Carrier. Any changes of general terms shall become effective as of the day of their publication on the website of Secop (<https://www.secop.com>). Secop undertakes to notify the Carrier about the changes of these general terms by email.

4. These general terms are valid as from November 1st 2019 and shall apply to any and all transport Services performed by the Carrier after this date.