



# General Terms and Conditions of Carriage for International and Inland Road Freight Transport - InstaCarrier

(hereinafter referred to as “GTC”)

## Preamble

Portal [www.InstaCarrier.eu](http://www.InstaCarrier.eu) (hereinafter referred to as “InstaCarrier”) is a platform provided and operated by SWIDA Innovative s.r.o. (hereinafter referred to as: “SWIDA”). The platform allows users to order shipping (including the pricing of shipping) and track the implementation of the ordered transport.

The order for shipping services is made by the user by filling in and sending the InstaCarrier form.

The user then receives an offer from SWIDA to provide shipping.

Upon proper and timely confirmation of the accepted offer, the Contract of Carriage is concluded in accordance with the provisions of the CMR Convention, within the framework of which the User has the status of the Sender and SWIDA has the status of the Carrier.

These GTC form an integral part of the Contract of Carriage and regulate in more detail the relations of the Sender and the Carrier, which are not expressly regulated in the Contract of Carriage.

Any deviating provisions in the Contract of Carriage shall prevail over the provisions of these GTC.

By concluding the Contract of Carriage, the Sender agrees to the wording of these GTC. In case of doubt, the Sender shall be deemed to have agreed to the wording of these GTC at the latest at the moment of handing over the Shipment to the Carrier for transport.

## I.

### Basic Concepts

1. The following terms have the following meanings in these GTC:

- a) “Carrier” means the company SWIDA Innovative s.r.o., with registered office at

Popradska 155/56, 040 11 Kosice, Slovakia, Company ID: 36194328, registered in the Commercial Register of the Municipal Court of Kosice, Sec. Sro, insert no. 11232/V, even if the trading company SWIDA Innovative s.r.o. itself will not carry out the transport of the shipment. The actions of the person performing the actual transport shall be deemed to be the actions of SWIDA Innovative s.r.o.;

b) "International Transport" means the transport of goods by road,

- (i) if the place of loading of the Shipment and the place of unloading of the Shipment are in two different states; or
- (ii) if the place of loading of the Shipment and the place of unloading of the Shipment are located in the territory of one state other than the Slovak Republic;

c) "Consignment Note" means any document of transport certified by the Carrier confirming the conclusion of the Contract of Carriage, which may in particular be a Consignment Note within the meaning of the CMR Convention, a receipt of the Carrier, a bill of lading, a delivery note or any other document of transport;

d) "CC" means Act No. 513/1991 Coll., the Commercial Code, as amended;

e) "Purchase Order" means the Sender's proposal to enter into a Contract of Carriage with the Carrier, i.e. the Sender's purchase order for transport services with the Carrier, where the purchase order may be sent in the form of a completed form to [www.instacarrier.eu](http://www.instacarrier.eu) or in the form of an email or via API;

f) "Quote" means the Carrier's response to the Sender's Purchase Order specifying the terms and conditions of the Carrier's ordered transportation services;

g) "Sender" means a person who is interested in concluding a Contract of Carriage with the Carrier or has already concluded a Contract of Carriage with the Carrier;

h) "Working Day" means a day other than a Saturday or Sunday which is not a national holiday in the Slovak Republic and on which commercial banks in the Slovak Republic provide normal services to the public;

i) "Transportation Fee" means the agreed price for the performance of the transport by the Carrier, i.e. for the execution of the relocation of the Shipment within the scope of transport according to the terms of the Contract of Carriage. Unless otherwise agreed by the Parties, the price of the Transportation Fee is

exclusive of value added tax;

j) "Contract of Carriage" means an individual contract for the transport of goods under which the Carrier undertakes to transport the Shipment from the place of dispatch to the place of destination and the Sender undertakes to pay the Carrier the Transportation Fee or other payments, as applicable, for this activity;

k) "SDR" means the single unit of currency and account, called Special Drawing Rights, used within the International Monetary Fund;

l) "Parties" means the Carrier and the Sender;

m) "CMR Convention" means Decree of the Minister of Foreign Affairs No 11/1975 Coll. of 27 November 1974 on the Convention on the Contract of Carriage for International Carriage of Goods by Road (CMR), as amended from time to time;

n) "Inland Transport" means transport of goods by road if both the place of loading of the Shipment and the place of unloading of the Shipment are located in the territory of the Slovak Republic, even if part of the transport takes place in the territory of another state; the CMR Convention shall apply in accordance with current legislation both in the case of Inland Transport and in the case of International Transport (unless otherwise specified in these GTC or the Contract of Carriage);

o) "GTC" means these General Terms and Conditions of Carriage for International and Domestic Road Freight Transport - InstaCarrier;

p) "Shipment" means an item transported under the Contract of Carriage.

## 2. Interpretative Provisions

a) The titles of the articles and paragraphs of these GTC are for convenience of reference only and in no way define, modify or affect the content or interpretation of these GTC;

b) Depending on the context, singular expressions include the plural and the masculine includes the feminine and vice versa;

c) References to articles and paragraphs appearing in the text of these GTC are to articles and paragraphs of these GTC unless otherwise stated;

d) References to specific documents shall mean references to the documents as they may be amended or modified from time to time;

e) Where the term “including” or “in particular” is used in these GTC, the item or items following such term shall constitute a demonstrative and not an exhaustive list of items of that type;

f) Where the term “transport” is used in these GTC, it means both Inland Transport and International Transport, unless the context indicates otherwise.

g) A term or period determined by days shall begin on the day following the fact determining its beginning.

h) The end of a term or period of time determined by weeks or months shall fall on a day which matches by name or number with the day on which the fact from which the period or period is calculated falls. If there is no such day in the month concerned, the end of the period or period shall fall on the last day of that month. If the last day of the period falls on a Saturday, Sunday or a public holiday, the last day of the period shall be the next following Working Day;

i) The obligation of one Party set out in these GTC always corresponds to the right of the other Party and, conversely, the right of one Party set out in these GTC always corresponds to the obligation of the other Party, even if the reciprocal right or obligation of the other Party is not expressly stated in these GTC.

## **II.**

### **Conclusion of the Contract of Carriage, pre-contractual liability**

1. The Contract of Carriage is concluded by acceptance of the Quote issued by the Carrier to the Sender on the basis of the Purchase Order.
2. The Consignment Note confirmed by the Carrier is a document of conclusion and content of the Contract of Carriage and the data contained therein are binding for the Parties, however, these data must correspond to the data specified in the Purchase Order. The Consignment Note, as a transport document for the Shipment in a single copy, accompanies the Shipment until it is delivered to the recipient of the Shipment. The completed Consignment Note shall be handed over by the Sender to the Carrier at the same time as the Shipment.
3. The Consignment Note must contain the following:
  - a) place and date of issue of the Consignment Note;

- a) place and date of issue of the Consignment Note;
- b) business name and registered office of the Sender, including the identification number;
- c) name and registered office of the Carrier, including the identification number;
- d) place and date of receipt of the Shipment and its destination;
- e) name and address of the recipient of the Shipment;
- f) usual designation of the nature of the Shipment and the type of packaging, and in the case of items of a hazardous nature, their generally recognised designation;
- g) number of pieces of transported items constituting the Shipment, their specific marks and numbers;
- h) gross weight of the Shipment or otherwise the quantity of the goods;
- i) dimensions of the Shipment;
- j) costs associated with transportation (import, incidental charges, duties and other expenses incurred from the time of conclusion of the Contract of Carriage until the delivery of the Shipment);
- k) instructions necessary for customs and other official dealings;
- l) indication that the transport is subject to the provisions of the CMR Convention notwithstanding any clause to the contrary, if the transport is subject to the CMR Convention;
- m) other optional data, instructions of the Sender regarding the insurance of the Shipment;
- n) agreed time for performance of the transport, or any other data deemed necessary or useful by the Parties.

4. The Consignment Note shall be drawn up in at least three copies. These copies are counterparts signed by the Sender and the Carrier. One copy is intended for the Sender, one copy is intended for the recipient and one copy of the Consignment Note is given to the Carrier.

5. The Consignment Note signed by the Parties shall serve as evidence of the existence and content of the Contract of Carriage as well as of the acceptance of the Shipment by the Carrier until proven otherwise.

6. In case of any doubt as to the type, content, price, weight, packaging or other data about the Shipment, the data provided by the Carrier shall apply.

7. The Carrier shall be entitled to terminate negotiations on the Contract of Carriage or its draft at any stage of the negotiations, in particular (but not exclusively) in cases where the Parties are unable to agree on any provision of the specific Contract of Carriage being negotiated.

8. Any pre-contractual liability of the Carrier is excluded.

9. The Sender or the Carrier shall be entitled to withdraw from the Contract of Carriage within 24 hours of the agreed loading date of the Shipment without the other Party being entitled to compensation for damages or any other costs or charges. Withdrawal from the Contract of Carriage must be delivered to the other Party to the contact email within the specified period.

In the event of withdrawal from the Contract of Carriage in a period of less than 24 hours before the agreed loading date, the other Party is entitled to a contractual penalty of 75% of the agreed Transportation Fee of the cancelled transport, but not more than EUR 800.00 excl. VAT.

### **III.**

#### **Fundamental Rights and Obligations of the Carrier**

1. The Carrier is obliged to carry out its activities with due professional diligence and to take care to satisfy the interests of the Sender in a quality, economic and careful manner. Within the scope of these activities, the Carrier shall:

a) take proper care of the Shipment as well as the items received by him for the Sender;

b) notify the Sender to any obvious flaws in his instructions or their contradiction

with the legal regulations which the Carrier is obliged to follow; in case the Sender insists on such instructions, which may cause damage, the Carrier is entitled to refuse the transport without compensation, while the Sender is obliged to reimburse the Carrier for all the costs incurred in this respect;

c) in case of imminent delay, arrange the transport and proceed even without the instruction of the Sender in such a way that the interests of the Sender are protected, if these interests are known to the Carrier;

d) undertake to arrange with the insurance company contractual liability insurance of the Carrier, to the extent that covers liability for the accepted Shipment according to the CMR Convention, the Contract of Carriage. The Carrier expressly notifies the Sender that, in accordance with the relevant provisions of the CMR Convention, the Carrier's liability for damage to the Shipment caused by total or partial loss of or damage to the Consignment shall be limited so that the Carrier's liability shall not exceed 8.33 SDR per 1 (one) kg of the missing gross weight of the Shipment (Article 23 of the CMR Convention);

e) report to the Sender on circumstances arising in the course of the transport which may affect the proper performance of the Carrier's obligations, as well as to report to the Sender on any damage to the Shipment that is threatened or has already occurred, without undue delay, as well as to take all steps to prevent the occurrence of damage and, in the event of occurrence of damage, to minimize it. In case of damage caused by circumstances in which the Carrier will not be relieved of liability, the Carrier undertakes to timely claim the appropriate compensation from its insurer, however, the Sender is obliged to provide the Carrier with all due assistance for this purpose, in particular to provide the Carrier with the necessary documents and other related information in time to prove the amount of the damage incurred;

f) carry out the transport using only roadworthy vehicles that are suitable for the transport of the Shipment and whose technical condition also complies with the requirements of the relevant legislation;

g) for a consideration which is not part of the Transportation Fee, procure the so-called supplementary Shipment insurance, but only if this has been agreed in writing with the Sender.

1. The Carrier undertakes to carry out the transport in accordance with the terms and conditions set out in the Contract of Carriage.

2. The Carrier is entitled to carry out the transport under the Contract of Carriage with the help of another carrier (i.e. by ordering the carriage from another entity), i.e. it is entitled to arrange for the transport to be carried out in a freight forwarding manner.
3. Unless otherwise expressly agreed, the Carrier may require the Shipment to be loaded or unloaded earlier than agreed.
4. In the case of customs clearance, the Carrier shall follow the instructions of the Sender; in the event that it is not possible to carry out customs clearance according to the Sender's instructions or in the event of any other need, the Carrier shall be entitled to request from the Sender further additional information or documents necessary to arrange customs clearance.
5. The Carrier is entitled to transport the Shipment together with other shipments or other goods.
6. The Carrier is not obliged to ascertain or examine the weight of the Shipment.
7. The Carrier is not obliged to seal the load compartment of the vehicle.
8. The Carrier shall be liable for damage to the Shipment in accordance with the provisions of the applicable legislation of the Slovak Republic, i.e. in particular in accordance with the provisions of the CMR Convention, but at the same time always and in all cases in accordance with the limitation set out in Article 10 of these GTC.
9. Insofar as the Carrier is liable for damage under the Contract of Carriage, its obligation to compensate for damage is always limited, namely:
  - a) in all cases by the amount of EUR 300.00 per claim, or all claims having one and the same cause of damage, unless it is a case referred to in clauses b) and c) of this paragraph;
  - b) in the event of loss, destruction or damage to the Shipment in transport, an amount equivalent to 8.33 SDR per 1 (one) kg gross weight of the lost, destroyed or damaged Shipment or part thereof;
  - c) in the case of damage resulting from delayed delivery, the amount corresponding to the amount of the Transportation Fee agreed for the transport in which the damage occurred. The different limits of liability cannot be added together. The limitation of damages applies to all transports carried out under the



Contract of Carriage. In the context of transport under the Contract of Carriage, the Carrier shall never, under any circumstances, pay for indirect or consequential damages or lost profits.

11. If as part of the obligation the Carrier is obliged to deliver any documents for the Shipment and/or the transport itself, the Carrier shall be liable for damage caused by the non-delivery or late delivery of such documents up to the amount of the Transportation Fee, unless the Carrier has been informed in writing at the latest at the time of negotiation of the Contract of Carriage of a different amount of damage which the failure to deliver the said documents could cause to the Sender or any other person.

12. The Carrier shall be relieved of the obligation to compensate for damages if it proves that it has been temporarily or permanently prevented from fulfilling the Contract of Carriage by an extraordinary, unforeseeable and insurmountable obstacle arising independently of its will (force majeure - see below). If the damage has occurred or has been increased as a result of circumstances attributable to the aggrieved Party or another entity, the obligation to compensate for the damage shall be reduced accordingly. For the purposes of these GTC, force majeure shall mean events which cannot be fully foreseen (whether in time, place or otherwise) at the time of conclusion of the Contract of Carriage and which cause a Party to be partially or totally prevented from performing its contractual obligations, namely events which cannot be avoided by any due diligence which may be required of the Party concerned, in particular a strike, war, other disturbances, commercial, monetary, political or other measures of the authorities, as well as cases related to preventive, protective and other measures and actions against the spread of contagious diseases (in particular in connection with quarantine, crisis or similar decisions, instructions, measures or recommendations of public authorities or international organisations), natural events such as fire, flood, earthquake, etc. Force majeure shall not be deemed to be the insolvency of either Party due to lack of funds or lack of willingness to pay by either Party. The Parties undertake to inform each other without undue delay of the existence of force majeure circumstances.

13. The Carrier reserves the right, at its sole discretion, to cancel the services provided under the Contract of Carriage, in whole or in part, at any time, without prior notice and without any liability to the Sender or other persons entitled thereto, in the event of:

a) finding that the transport services provided, or parts thereof, are prohibited by applicable laws and regulations, in particular European Union or national laws, including anti-terrorism and embargo laws and regulations;

b) finding that the Sender has provided incorrect information in the order about its solvency;

c) discovering that the Sender has provided incomplete or false information in the Purchase Order or if there are facts that indicate fraudulent conduct by the Sender.

14. The Carrier further reserves the right not to provide any performance to the extent that such performance or payment could expose the Carrier to international sanctions, restrictions or limitations imposed by United Nations resolution or by trade or economic sanctions, European Union or national legislation or regulations.

15. In the event of default by the Sender in payment of the invoiced Transportation Fee and all other payments and advances invoiced by the Carrier, or in the event of any other outstanding debt owed by the Sender to the Carrier, the Carrier shall be entitled to suspend the performance of any transportation pursuant to the Purchase Orders already agreed by the Carrier. The Carrier is obliged to inform the Sender about the exercise of this right to interrupt the provision of transport services.

16. The Carrier shall be entitled to set off any of its due and undue claims against the Sender against any claim of the Sender against the Carrier, i.e. a claim (i) due and undue, (ii) arising under or in connection with the Contract of Carriage or (iii) arising under or in connection with any other legal relationship of the Parties.

#### **IV.**

### **Fundamental Rights and Obligations of the Sender**

1. The Sender, as a user of the InstaCarrier platform, submits the Purchase Order to the Carrier by completing and subsequently sending the form in question or by email or via API.

2. The Purchase Order, whether in the form of a completed form or an email or API, must contain in particular the data specified below:

a) business name and registered office of the user or Sender, including its identification number and tax identification number and email and telephone contact details;

b) requested place and date, and if applicable, the exact time of receipt of the Shipment for transport;

- c) destination of the Shipment, the date and, if applicable, the required exact time of arrival of the Shipment at the destination;
- d) length of time for loading and unloading the Shipment;
- e) business name of the recipient, including its registered office and the precise indication of the place of unloading, unless it is identical to the address of the recipient's registered office;
- f) standard indication of the nature of the Shipment and the type of packaging, in the case of items of a hazardous nature, their generally recognised designation;
- g) number of pieces of transported items constituting the Shipment, their type, special marks, designations and numbers;
- h) gross weight of the Shipment, the weights of the individual pieces of the Shipment;
- i) dimensions of the Shipment;
- j) type and extent of damage to the Shipment, if the Shipment is already damaged (e.g. being sent for repair);
- k) indication that the transport is of used machinery or equipment;
- l) instructions necessary for customs and other official procedures;
- m) requirement to provide transport for specific deliveries (e.g. transport of oversized or dangerous goods);  
disposition in the event of refusal of acceptance of the Shipment by the Recipient;

3. The user or Sender is responsible for the completeness and accuracy of the data provided in the Order.

4. Upon receipt of the Purchase Order, the user or Sender will be presented with a Quote for shipping services on the InstaCarrier platform within one hour. This Quote will also be sent to the user or Sender at the e-mail address provided by the user or Sender.

5. SWIDA, as the operator of the InstaCarrier platform, reserves the right that the user may not receive a Quote immediately or at all for a shipping enquiry with loading within 3 hours of placing the Purchase Order.
6. Through the InstaCarrier platform, it is possible to order shipping services to be loaded within 30 days of placing the Purchase Order.
7. The Quote for transportation services shall include, but not be limited to, the amount of the Transportation Fee. In the event that the recipient refuses to accept the Shipment or it is objectively impossible to hand it over to the recipient, the Carrier shall be entitled to remuneration for such return transport in the same amount as in the case of transport of the Shipment to the recipient pursuant to the Contract of Carriage, and at the same time the Sender shall be obliged to reimburse the Carrier for all the costs incurred in connection with the return transport.
8. Proper and timely acceptance of a Quote for transport services leads to the conclusion of a Contract of Carriage, i.e. a binding order for transport services online via the InstaCarrier platform is equivalent to the conclusion of a Contract of Carriage. After the conclusion of the Contract of Carriage, the Carrier will also contact the Sender by telephone. Such contact shall take place on the same or the following working day between 8:00 and 17:00.
9. The Sender is obliged to notify the Carrier immediately after the conclusion of the Contract of Carriage of all legal obligations, to provide information on the road accessibility or restrictions associated with the transport of the Shipment (including restrictions on the entry of vehicles, for example, due to the weight, height or type of the Shipment), if these obligations are not or cannot be known to the Carrier; otherwise the Sender shall be liable to the Carrier for all the consequences and consequences of such failure to notify, including the damage incurred.
10. The Sender undertakes to hand over to the Carrier at the time of loading of the Shipment all documents, information and correct data concerning the Shipment necessary to carry out the transport of a specific Shipment under the Contract of Carriage. In the event that the data stated in the Purchase Order differs from the data stated in the issued Consignment Note, the Sender is obliged to rectify the discrepancy without undue delay and to reconcile the conflicting data in writing. Until the Sender has rectified the discrepancy between the above-mentioned data or if the Shipment does not correspond to the data specified in the Purchase Order and/or the Consignment Note, the Sender is not entitled to demand that the Carrier perform the transport; on the contrary, the Carrier is entitled in such cases to refuse to perform the transport and to claim from the Sender reimbursement of all costs incurred.

11. The Sender shall be liable to the Carrier for damages incurred by the Carrier as a result of erroneous, inaccurate, incomplete or otherwise incorrect documents, information, data provided by the Sender to the Carrier, a fine or other sanction for violation of a generally binding legal regulation has been imposed on the Carrier.
12. The Sender is obliged to pay to the Carrier the agreed Transportation Fee and also all other costs incurred by the Carrier in connection with the performance of the transport under the Contract of Carriage (including any increased costs incurred due to force majeure).
13. Upon the Carrier's request, the Sender shall at any time (i.e. even before the commencement of the transport) pay any advance on the Transportation Fee, on any other payment anticipated in connection with the transport under the Contract of Carriage or on any other costs that may arise in connection with the transport under the Contract of Carriage or in connection with the failure to carry out the transport.
14. The Sender is responsible for the proper loading of the Shipment onto the road truck and for securing the Shipment against possible damage during transportation in accordance with the terms of applicable law. The Sender is responsible for ensuring that the packaging, stowage and loading of the Shipment on the loading area of the vehicle are such that, taking into account the nature and characteristics of the Shipment, the Shipment will not be damaged or destroyed or the vehicle damaged by the Shipment under normal risks of transport. The Sender acknowledges that the Carrier does not test whether the Shipment by its nature requires packaging or whether the packaging used is proper or sufficient. The Sender shall be liable for all damages incurred by the Carrier in the course of transport due to defective or insufficient packaging of the Shipment.
15. The Sender shall be responsible for compliance with the time and duration of the loading and unloading of the Shipment according to the data specified in the Purchase Order and the Consignment Note.
16. Unless otherwise expressly agreed, the Sender undertakes to perform or arrange for the loading of the Shipment no later than 2 (two) hours after the vehicle has been parked at the place of loading of the Shipment, and the Sender undertakes to arrange for the unloading of the Shipment by the consignee or other authorised person no later than 2 (two) hours after the vehicle has been parked at the place of unloading of the Shipment.
17. The Sender is always obliged to weigh the Shipment before commencing transport and is responsible to the Carrier for the actual weight of the Shipment and its conformity with the data stated in the documents accompanying the Shipment.

The Sender undertakes to hand over to the Carrier the proof of weighing of the Shipment before the commencement of the transport, otherwise the Carrier may refuse to carry out the transport.

18. If the Shipment is in imminent danger of damage, whether or not damage to the Shipment or any part thereof has occurred, the Sender shall promptly provide the Carrier with the necessary instructions for handling the Shipment and minimizing the damage, and all costs associated with such handling and minimizing the damage shall be borne by the Sender and the Sender agrees to reimburse the Carrier for such costs, if any, as may be incurred by the Carrier.

19. The Sender acknowledges that the Carrier offers and arranges the transport under standard conditions of transport, when the transport is carried out by a road vehicle with one driver, who during the transport performs the prescribed safety breaks and stops the vehicle in public parking lots designated for parking of the vehicle type with regard to the characteristics of the cargo. The Standard Conditions of Carriage are only suitable for the transport of secure Shipments that are not at risk of theft, where the Sender is counting on only a one-man crew of the Carrier's vehicle, which cannot guarantee continuous supervision of the vehicle with the Shipment. The Sender is obliged to notify the Carrier that the Shipment, due to its nature or value, is considered sensitive or for any other reason extraordinary, even in these cases it is necessary to negotiate a Contract of Carriage under increased security conditions, possibly with an armed escort.

20. The Sender also acknowledges that secure car parks, where the operator is responsible for parked vehicles, including cargo, are not sufficiently available and the Carrier never guarantees the use of secure car parks. If the Sender requires the use of certain car parks during the transport, then the Sender is obliged to provide the Carrier with a parking space in those car parks and must designate such car parks for the entire route of transport so that the Carrier can use them in compliance with all safety rules for road traffic. The Sender must hand the list of car parks to the Carrier at the latest at the time of loading of the Shipment and must indicate this in the Consignment Note, otherwise the Sender's instruction to the Carrier is not valid and the Carrier is entitled to use the car parks available along the usual route of transport.

21. Unless otherwise agreed between the Parties, the Carrier's obligation under the Contract of Carriage does not include the provision of a vehicle escort with the Shipment. In the event of the need for continuous supervision of the Shipment during transport, the Sender is obliged to arrange for the escort of the Shipment himself and at his own expense or to order this service for a fee from the Carrier.

22. The Sender undertakes to indemnify the Carrier if any damage or other injury is

caused to the Carrier in connection with any act, omission or breach of any obligation of the Sender or persons authorised by the Sender. Likewise, the Sender undertakes to indemnify the Carrier in the event that, as a result of any act, omission or breach of any obligation of the Sender, an unlawful condition arises which results in the incurrance of any costs, penalties or other obligations on the part of the Carrier (including as guarantor).

23. The Sender is obliged to file and document any claim for compensation with the Carrier within 3 (three) months of the occurrence of the damage at the latest, otherwise its claim for compensation shall be extinguished.

24. The Sender is obliged to provide the Carrier, at any time upon request, with immediate information about its economic situation, to the extent necessary for the assessment of its ability to fulfil its obligations under the Contract of Carriage.

25. The Sender is not entitled to assign any of its claims against the Carrier, in whole or in part, to a third party without the Carrier's prior written consent. The Sender is not entitled to unilaterally set off any of its claims against the Carrier or any part thereof against the Carrier's claims.

## **V.**

### **Transportation Fee, Other Payments, Due Dates and Invoicing Options**

1. The Sender is obliged to pay the Transportation Fee through the payment gateway before the execution of the ordered transport immediately after the conclusion of the Contract of Carriage within the meaning of Article II (1) of these GTC, except in the case referred to in Clause 2 of this Article.

2. The Sender, who is a registered entity for VAT and the company that provides insurance of claims evaluates the Sender as a solvent company, has the option to pay the agreed Transportation Fee only after the transport has been carried out on the basis of an invoice issued by the Carrier.

3. Together with the Carrier's Transportation Fee, the Carrier shall also be entitled to be reimbursed by the Sender for all costs and other expenses incurred by the Carrier which were necessary for the proper performance of the transport, for the prevention of damage or protection of the interests of the Sender, or incurred by the Carrier in connection with the performance of the transport, or in connection with the remedying of any consequences of a damage event arising during or in connection with the transport of the Shipment.

4. The Sender undertakes to pay to the Carrier the invoice issued in accordance with

Clause 2 of this Article, as well as all other payments invoiced by the Carrier in accordance with Clause 3 of this Article, plus the relevant value added tax, no later than 14 calendar days from the date of issue of the invoice.

5. In case of delay in payment of the invoiced Transportation Fee, any other payment, advance payment or reimbursement of costs incurred in connection with the transportation, the Sender undertakes to pay the Carrier interest on late payment at the rate of 0.05% of the amount due for each day of delay. In addition to the interest on delay, the Carrier is fully entitled to compensation for damages incurred by the Sender's failure to fulfil the monetary debt.

6. The Carrier is entitled to choose the method of sending the invoice. As a rule, invoices are sent by email. If the Sender insists that the Carrier delivers the Consignment Note and the tax document-invoice by post in addition to the mail, the Carrier reserves the right to send these documents by post no later than 45 days from the date of completion of the transport.

## **VI. General Provisions**

1. Claims arising from damage, loss or destruction of the Shipment and delayed delivery of the Shipment shall be time-barred against the Carrier by mutual agreement of the Parties in the case of all transports made through the InstaCarrier platform by the expiration of one (1) year.

2. The Carrier shall have a lien on the Shipment to secure its claims or demands against the Sender. The Sender agrees that the exercise of the lien on the Shipment is compatible with the manner in which the Shipment is to be handled and which has been imposed on the Carrier at the time of delivery of the Shipment.

## **VII. Contractual Penalties**

1. In case of breach of obligations under Article IV, Clause 9, 10 or 17 of these GTC, the Sender is obliged to pay to the Carrier a contractual penalty in the amount of half of the Transportation Fee agreed in the Contract of Carriage, for each individual breach of the Sender's obligation.

2. In the event of delay of the Sender in loading or unloading the Shipment pursuant to Article IV Clause 15 or 16 of these GTC or any other agreement of the Parties, the Sender undertakes to pay the Carrier a contractual penalty of EUR 50.00 for each 1 (one) hour of delay in loading or unloading the Shipment.



3. Payment of the contractual penalty under these GTC shall in no way affect the right of the Carrier to compensation for the damage or part thereof. The contractual penalty under these GTC is payable within 7 (seven) Working Days from the date of sending the Carrier's request for payment of the contractual penalty to the Sender.

## VIII.

### Pallet and Packaging Management and Dangerous Goods

1. The Carrier shall not be liable for damage or destruction of pallets and returnable packaging caused during loading, unloading or transportation of the Shipment. The Carrier is not obliged to check the condition of the pallets and returnable packaging and to confirm the quantity of pallets and returnable packaging received upon receipt of the Shipment loaded on pallets or packed in returnable packaging. In the case of handing over destroyed or damaged pallets and returnable packaging together with the Shipment to the recipient, it shall be deemed that the pallets and returnable packaging were handed over to the Carrier by the Sender, its customer or any other person for the purpose of transporting the Shipment in this condition, i.e. equally destroyed or damaged. The rights and obligations of the Parties arising from pallet and packaging management may be regulated in more detail in the Contract of Carriage.

2. The following dangerous goods may not be transported:

Designation	Class	Prohibited (general cargo)
Explosive substances	1	Complete
Gases	2	Goods falling under table 1.10.3.1.2 Classification code: T, TF, TC, TO, TFC, TOC UN 1057 Lighters, refillable cartridges if packed according to SV 658 (if packed according to SV 658 not via HUB)
Flammable liquid substances	3	Goods falling under table 1.10.3.1.2 Classification code: D
Flammable solids	4.1	Goods falling under table 1.10.3.1.2 Classification code: D, DT, SR 2, SR 1, PM 2 or UN 3221 / 3222 Classification code: D, DT, SR 2, SR 1, PM 2 or UN 3221 / 3222
Substances liable to spontaneous combustion	4.2	UN 4127/ 3255
Substances that emit flammable gases in contact with water	4.3	UN 3133

Inflammatory substances	5.1	UN 3100/ 3121/ 3137
Organic peroxides	5.2	Classification code P1/ P2 only UN 3101, 3102/ 3111- to 3120
Toxic substances	6.1	Goods falling under table 1.10.3.1.2 Packing group I (also as additional hazard)
Infectious substances	6.2	Complete
Radioactive substances	7	Complete
Corrosive substances	8	UN 1798/ UN 1790
Various dangerous substances & objects	9	UN 3268
All waste		Forbidden

3. Dangerous goods other than those referred to in Clause 2 of this Article may not be transported to the following countries and territories: Any islands, Finland, Norway, Sweden, Denmark, UK

4. In the case of transport of dangerous goods, the Sender shall hand over to the Carrier together with the Shipment the ADR transport document in duplicate.

5. Furthermore, the following shipments are excluded from transport:

- goods the possession and dispatch of which is prohibited;
- goods that endanger health, safety or property;
- perishable or temperature-controlled goods (especially fresh food);
- spirits and tobacco products;
- e-cigarettes and e-cigarette liquids;
- firearms and ammunition;
- optical equipment, consumer electronics, telecommunications equipment, EDP equipment including accessories, smart and telephone cards, the value of which exceeds EUR 100,000 per Shipment;
- works of art, antiques, real carpets and furs, paintings, valuables;
- animals;
- moving goods;
- motor vehicles;
- goods to be towed or salvaged.

## **IX. Final Provisions**

1. The Parties expressly exclude the application of any terms and conditions of the Sender to any legal relationship arising between them, even if the Sender has in any way referred to or referred to them and even if they were known to the Carrier.
  
2. Relations between the Parties not expressly regulated by the Contract of Carriage or any other contract concluded between the Parties shall be governed by the relevant provisions of international and legislation of the Slovak Republic.
  
3. All disputes arising out of the Contract of Carriage, the Parties shall attempt to resolve out of court on the basis of mutual proceedings in order to maintain good business relations. In the event that the dispute is not resolved in this way, either of the Parties shall be entitled to refer the dispute to the Kosice Municipal Court, if the competent court is a district court, and to the Kosice Regional Court, if the competent court is a regional court.
  
4. The Sender declares that prior to the conclusion of the Contract of Carriage, it had the opportunity to become sufficiently acquainted with the GTC and to influence the content of these GTC by excluding the application of any passages, articles or paragraphs thereof by means of an arrangement contained in the Contract of Carriage.
  
5. The Parties mutually undertake to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC , as amended (the "GDPR"), and other data protection legislation. Both Parties also undertake to proceed with the processing of personal data in such a way as to prevent the loss or misuse of data and to comply with all their obligations under the legislation on the processing of personal data (including the GDPR), including the possible conclusion of a so-called processing contract within the meaning of Article 28 of the GDPR, if there is a transfer of personal data of natural persons between them (between the controller and the processor). The Sender grants the Carrier and any persons of the Carrier's group consent to the collection, storage and processing of the personal data provided by the Sender to the Carrier for the purpose set out below. This consent is granted by the Sender for all data provided in the contracts and related documents and in all communications between the Parties, for a period of 5 (five) years from the date of consent, but at least for the duration of the contractual relationship between the Parties. The Sender declares that all the information provided by it is accurate and true and is provided voluntarily. All personal data of the Sender will be collected by the Carrier or a person from the Carrier's group, processed for the purpose of offering transport services, stored and all data will be

collected by the Carrier or a person from the Carrier's group, also stored and processed for the purpose of sending commercial communications to the Sender or persons of the Sender's group by electronic means, until the Sender directly and effectively informs the Carrier that it does not wish to continue to receive commercial communications from the Carrier or persons of the Carrier's group, but for a maximum period of five (5) years. The Sender agrees that additional personal data may be associated with the data provided by the Carrier or a person from the Carrier's group. Aggregated data about the Sender or a person from the Sender's group may be used by the Carrier or a person from the Carrier's group for statistical purposes for the internal use of the Carrier or a person from the Carrier's group. The Carrier declares that it will collect personal data of the Sender or a person from the Sender's group to the extent necessary for the fulfilment of the stated purpose and process them in accordance with the purpose for which they were collected.

6. The Sender agrees to publish its name or business name and logo on the Carrier's website for the purpose of presenting the Sender as a business partner of the Carrier. The Parties agree that the Sender and/or any person from the Sender's group may be contacted by the Carrier, or its designee, in the event of a marketing or promotional event, offer of business cooperation, contests, announcements or inquiries regarding a current cooperation or other communication or business announcement, in any form whatsoever. The Sender agrees to the use of all contact details submitted for marketing purposes of the Carrier or persons from the Carrier's group.

7. Should any provision of these GTC be in conflict with binding provisions of the legislation in force and effect in the Slovak Republic, then the provisions of such legislation shall apply, but this shall not affect the validity of the other provisions of these GTC or the validity of these GTC as a whole. The Parties expressly declare that the provisions of these GTC which deviate from the provisions of the CC are agreed in such a conscious deviation and at the same time declare that, according to their good faith and conscience, these deviating provisions are not contrary to good morals, do not violate public order or the law relating to the status of persons, including the right to the protection of personality, and are negotiated in good faith.

8. The Carrier is entitled to make changes to the GTC, and is obliged to notify the Sender of such changes by publishing the new GTC on its website [www.instacarrier.eu](http://www.instacarrier.eu) no later than 14 (fourteen) days before they enter into force.

