

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (hereinafter referred to as “GTC”) are issued by:

Business name: *Road Brothers s. r. o.*
Registered office: Jana Husa 1460/23, 075 01 Trebisov, Slovak Republic
Registered in: the Business Register of the Kosice I District Court,
Section: Sro, Insert no.: 52483/V
Represented by: Rastislav Bulla, Managing Director, and
Matus Chovanec, Managing Director; each act independently
Business No.: 50096788
VAT No.: SK2120347141

(Hereinafter referred to as “Shipper”).

1. Basic Provisions

- 1.1 Transporter.** For the purposes of these GTC, the Transporter shall be a natural person, legal person or another legal entity which constitutes a business entity and which acts within the frame of its business activity when concluding and performing contracts (hereinafter only as “Transporter”).
- 1.2 Aim.** The Aim of these GTC is the adjustment of the rights and responsibilities of the Shipper and the Transporter in line with a concluded Contract of Transport based on a retrospectively confirmed Order.
- 1.3 Contract of Transport of Goods.** By confirming the Order, the Shipper concludes a Contract of Transport of Goods with the Transporter (hereinafter only as “Contract of Transport”). This means that the Transporter undertakes to transport Goods (i.e., the Shipment) from a specified location of departure (hereinafter only as “Loading”) to another specified location of delivery (hereinafter only as “Unloading”) and the Shipper undertakes to compensate the Transporter for such transport (hereinafter only as “Transport Fee”).
An Order shall mean a unilateral legal act of the Shipper directed towards the Transporter in order to carry out the transport of a consignment by the Transporter. The received Order shall be considered a draft Contract of Transport.
- 1.4 Applicable Law.** The legal relationships between the Shipper and the Transporter arising from a Contract of Transport shall be governed by these GTC as well as the following legal regulations:
 - A. By the Convention on the Contract of Carriage for the International Carriage of Goods by Road** (hereinafter only as “CMR”) (Directive of the Foreign Affairs Minister no. 11/1975 Coll.), which applies to every Contract of Transport of Goods (Shipment) by road in exchange for compensation if the Loading and Unloading locations are in two different countries (if the vehicle crosses a border) of which at least one is a CMR signatory

(irrespective of the place of residence, registered office or the nationality of the Shipper and the Transporter);

- B. alternatively, by **Act no. 513/1991 Coll. Commercial Code**, as amended (hereinafter only as “Commercial Code”) and its relevant provisions (especially Section 610 et seq.);
- C. **other** valid and effective laws of the Slovak Republic.

1.5 The responsibility of the Transporter to acquaint itself with the GTC. The Transporter shall be liable to acquaint itself with these GTC issued by the Shipper PRIOR to concluding a Contract of Transport. These GTC shall be valid for any and all legal relationships between the Shipper and the Transporter relating to the transport of goods (shipment), FROM the moment of conclusion of the Contract of Transport UNTIL the moment of FULL completion of all liabilities arising from or otherwise relating to the concluded Contract of Transport for the Shipper and the Transporter.

1.6 Order confirmation by the Transporter. The retrospective confirmation of an Order by the Transporter shall constitute the conclusion of a Contract of Transport between the Shipper and the Transporter, the Transporter being bound by these GTC from that very moment and thereby expressing its agreement with these GTC. When confirming the Order, the Transporter shall not be entitled to add any comments, raise any concerns or make any changes. Any additions, concerns or changes shall be based solely on a separate written agreement between the Shipper and the Transporter. A duly confirmed Order shall be an Order returned by the Transporter to the Shipper and which includes the PLACE, DATE, STAMP, NAME and SIGNATURE of an authorized person on behalf of the Transporter written in legible block letters.

1.7 General Terms and Conditions of the Transporter. By confirming the Order, the Transporter agrees that the terms and conditions stated in the GTC issued by the Shipper shall take precedence over any provisions of the Transporter’s General Terms and Conditions. The General Terms of Conditions of the Transporter shall only be valid in case the Shipper agrees beforehand and in writing that the General Terms and Conditions of the Transporter take precedence over the provisions of these GTC issued by the Shipper.

1.8 Written form of an Act. In case these GTC require a written form for a certain Act, this requirement shall be considered complied with **even** in case the Act is carried out **electronically** (e-mail, SMS).

1.9 Acceptance of the GTC. Upon acceptance of these Shipper's GTC, all legal relations between the Parties to the Contract will be governed by the same until one of the Parties informs the other in writing that it no longer wants to be bound by the Shipper's GTC. The effect of the notification shall occur on the date of its receipt.

2. Obligations of the Transporter

2.1 Confidentiality. Any information stated within these GTC is strictly confidential. Without prior written agreement of the Shipper, the Transporter shall not be allowed in any case to make these available or show them to any third party, particularly to any person at Loading and/or Unloading.

2.2 Obligation to Disclose. The Transporter undertakes to properly fulfil its Obligation to Disclose, which means that it is obliged to:

- (i) provide the Shipper with accurate, truthful and prompt information on the progress of the shipment,
- (ii) inform the Shipper of any exceptional circumstances,
- (iii) always inform the Shipper about the vehicle being delayed,
- (iv) inform the Shipper about the state of transport and the position of the vehicle,
- (v) send an e-mail or SMS to the contact number of the Shipper after loading and unloading the transported item.

To 'Inform' means to successfully call the Shipper at its contact phone number listed in the Order. In case of an unsuccessful call, it shall be the Transporter's obligation (including the Transporter's driver) to immediately send an SMS to the contact phone number containing current and correct transport information.

2.3 Absolute protection of the Shipper's Client. The Transporter shall be expressly forbidden to contact in any way, or to have a third party contact, the Shipper's client with business proposals or proposals regarding the provision of transport services. The Transporter undertakes to comply with the absolute protection of the Shipper's Client and with neutrality towards any and all companies listed in the Order or in any other document related to the transport. In case of a violation of the Transporter's obligation regarding the absolute protection of the Shipper's Client, the Shipper shall be entitled to claim a contractual penalty against the Transporter of up to EUR 80,000.

2.4 Insurance (Solemn declaration of insurance and/or a copy of an Insurance certificate). The Transporter shall be liable for the insurance of the transported goods (shipment) in line with the CMR. The Transporter shall be liable for a complete or partial loss of the transported goods and/or any damage to it which occurs at any time between the date of its acceptance for transport and the moment of delivery. The Transporter honestly declares that at the time of conclusion of the Contract of Transport, it possesses VALID insurance of liability for damage incurred in the performance of the Contract of Transport and/or that the Transporter shall send to the Shipper (at the request of the latter) a copy of the certificate of such insurance (hereinafter referred to as "Insurance") with the insured value being:

- (i) in the case of transport carried out by a vehicle with a total weight of up to 3,5 tonnes – at least EUR 33 000,
- (ii) in the case of transport carried out by a vehicle with a total weight of up to 7,5 tonnes – at least EUR 75 000,
- (iii) in the case of transport carried out by a vehicle with a total weight of up to 40 tonnes – at least EUR 150 000,

and at the same time the insured value of the valid Transporter Insurance is always at least in the amount of the actual value of the goods transported during the transport. The Transporter shall be liable to request information on the value of the transported goods from the Shipper on the day of transport at the latest; in case that does not happen, it is assumed that the Transporter was acquainted with the value of the transported goods and that at the moment of the conclusion of this Contract of Transport, the Transporter has Insurance with the above-mentioned insurance amount.

The Transporter solemnly declares that its Insurance is and shall also be valid at the date of the completion of the transport. The Transporter shall be responsible for the validity of any permits, licenses or other documents necessary for transport.

- 2.4.1** In the event of a violation of any obligation pursuant to point 2.4 of these GTC, the Transporter shall be liable to pay a contractual penalty in the amount of EUR 1 000 per each individual violation. In the event of a violation of the minimum agreed insurance amount, the Transporter shall be liable to pay a contractual penalty in the amount equal to the difference between the insurance amount claimed by the Transporter and the actual valid insurance amount. In the event of damage caused to the transported goods (shipment), such damage shall be recovered primarily from the Insurance of the Transporter and shall be recovered in the full amount of the actual damage value, even in case the above exceeds the CMR damage liability limit.
- 2.5 Compliance with minimum wage laws.** The Transporter undertakes to comply with any and all obligations arising from the Minimum Wage Act valid in the Federal Republic of Germany (hereinafter only as 'MiLoG'), the Minimum Wage Act valid in the Republic of France (hereinafter only as 'LoiMacron') and the Minimum Wage Act valid in the Republic of Austria throughout the duration of the Contract of Transport in case it falls within their scope, particularly with regard to the driver carrying out the transport as an employee of the Transporter. The Transporter declares that it is acquainted with the currently valid and effective wording of the MiLoG, the LoiMacron and the Minimum Wage Act in the Republic of Austria and undertakes to comply with them.
- 2.5.1** The Transporter shall be liable to comply with any notification obligations, with the obligation to create and submit the necessary documentation to the relevant authorities and any other obligations arising for the Transporter from the valid wording of the above acts, particularly from Section 20 of the MiLoG (to pay the wages to all inland employees on time), Section 17 of the MiLoG (to record the start, end and the duration of the daily working hours of its employees within 7 days after the completion of the employee's task and to archive such records for a period of at least two years), Section 16 of the MiLoG (to provide written statement in the German language to customs authorities in case the employer's registered office is in a foreign country).
- 2.5.2** In case a penalty, fine or other damage liability is imposed on the Transporter and/or the Shipper due to a violation of any obligation of Section 2.5 hereof by the Transporter, the Transporter shall be solely liable for any such violation and solely liable to pay it in full. The Transporter shall likewise be solely liable to pay any penalty, fine or damages claimed by the relevant social insurance authorities, financial authorities or other authorities relevant to the above minimum wage legislation and compliance therewith.
- 2.5.3** The Transporter shall not transfer the above obligations to a subcontractor without prior written agreement by the Shipper. The Transporter shall be fully responsible for the actions of its subcontractor; in case of any violation of the above minimum wage acts, the Transporter shall be liable to pay the potential damage or fines imposed due to this violation in full. The use of a subcontractor for carrying out the transport does not absolve the Transporter of any responsibility or liability arising to it from the provisions of this section of the GTC.
- 2.6 No Right of Retention.** The Transporter shall have no Right of Retention and/or Lien for the transported goods (shipment), not even for the purpose of securing the Transporter's

receivable towards the Shipper arising from the Contract of Transport. The Transporter shall always be liable to transport the goods to the agreed Unloading in the agreed time and to hand over the transported goods to the Shipper's Client.

2.7 No assignment of receivables to a third party. The Transporter shall have no right to assign its receivables towards the Shipper arising from the Contract of Transport to any third party.

2.8 Further obligations of the Transporter. The Transporter shall be responsible for:

- (i) the satisfactory technical condition of the vehicle, including the loading area and an undamaged tarpaulin;
- (ii) the mandatory equipment of the vehicle's crew and its personal protective equipment, i. e. the provision of standard equipment for a particular type of transport and equipment for fixing the goods transported (consignments) such as non-slip pads in sufficient quantities, clamping belts, protective corners, customs cable, locking rods against damage to the goods being transported, and protective clothing for the driver of the vehicle;
- (iii) the fact that the transport is carried out only by a person or persons with the necessary professional competence;
- (iv) the fact that the originals of all vehicle documents are present in the vehicle during the entire period of transport and are available to the driver.

2.8.1 In the event of a violation of any obligation pursuant to point 2.8 of these GTC, the Transporter shall be liable to pay a contractual penalty in the amount of EUR 150 per each individual violation. In case the vehicle is deemed not roadworthy upon Loading and/or in case the driver does not possess all necessary vehicle documentation, the Shipper reserves the **right to cancel the Order** without the Transporter being entitled to any penalty, fine or claim for damages; however, the Shipper shall have the right to claim damages against the Transporter in such a case.

3. Contractual penalty

3.1 The Transporter acknowledges that if it fails to comply with the obligations listed herein, the Shipper shall be entitled to claim a contractual penalty agreed upon under these GTC towards the Transporter for any such violation, up to the amount of the Transport Fee itself.

4. Damages

4.1 The Transporter acknowledges that the Shipper's right to claim damages towards the Transporter shall not be in any way affected by the Shipper's application of any contractual penalty agreed upon herein towards the Transporter.

5. Specific procedure for express transports

5.1 The Transporter acknowledges that express transport (with a deadline) follows certain specific procedure. For the purposes of these GTC, express transport shall be any such transport where the Order includes the phrase 'Express transport'. For Express transport, the Transporter undertakes to inform the Shipper:

- (i) of the time of Loading and Unloading by SMS, e-mail or phone call, no later than 15 minutes after arrival at the place of Loading and Unloading,
- (ii) of the number of pieces and the total weight of the goods loaded at Loading,
- (iii) of the name of the person who took over the goods when unloading the goods at Unloading.

The Transporter acknowledges that in Express transport, compliance with the agreed upon delivery deadline is of utmost importance to the Shipper and that the Transporter shall be liable for any excess thereof. In the event of a violation of the conditions of this specific procedure for express transport, the Shipper shall be entitled to a contractual penalty towards the Transporter in the amount of EUR 50 for each individual violation.

6. Obligations of the Shipper

6.1 Transport Fee. The Shipper shall be liable to pay the Transporter the agreed Transport Fee for a performed transport. The Transport Fee includes any costs of the Transporter associated with the performed transport including any and all extra fees, particularly those related to potential waiting times at Loading and/or Unloading, provided the wait time does not exceed 24 hours.

6.2 Waiting costs. The Transporter's costs directly related to waiting at Loading and/or Unloading (hereinafter only as 'Waiting costs') may be claimed by the Transporter towards the Shipper in and may constitute max. EUR 150 for each started 24 hours following the first 24 hours pursuant to point 6.1 hereof. The Transporter acknowledges that unless agreed otherwise, the first 24 hours of waiting at Loading and/or Unloading do not give any entitlement to Waiting costs.

6.2.1 For applying a claim for Waiting costs, the following conditions must all be met:

- (i) the start of the wait time shall be notified by the Transporter to the Shipper within 3 hours after the planned Loading and/or Unloading time; **and**
- (ii) the duration of the wait time for Loading and/or Unloading is determined in the CMR form regarding the transport in question or in different reliable Loading and/or Unloading documentation.

7. Invoicing

7.1 Shipper's Acceptance. The Shipper shall only accept an invoice from a Transporter to which an Order had been sent. In case the Transporter wishes to issue an invoice for the performed transport in the name of another natural person, legal person or a different legal entity, the Transporter shall be liable to inform the Shipper of the same immediately after receiving the Shipper's Order. Otherwise, the Shipper shall not be obligated to take the Transporter's request into consideration or to pay such invoice. The Transporter shall send the invoice (including the annexes) to the Shipper always in 2 copies.

7.2 Mandatory documentation. The Transporter shall send the original signed invoice together with all transport documentation (CMR; delivery note; pallet exchange slip; customs duties receipt; receipt for the purchase of auxiliary material on Loading, such as corner protectors, anti-slip mats, slings, etc.) to the Shipper's address of correspondence **within 10 calendar days following the completion of the transport**, unless agreed otherwise. In case of a transport of

the EU, the Transporter shall send, in addition to the above documentation, a certificate of completion T-1, T-2, or an EX certificate (EU) in case the transport in question includes export clearance.

7.3 Approved Document. An approved document is a document which includes the PLACE, DATE, STAMP, NAME and SIGNATURE of the authorised person and the license plate number of the combination.

7.4 Mandatory invoice content. The invoice issued by the Transporter must:

- (i) contain the ORDER NUMBER and bank connection in the IBAN form,
- (ii) be duly confirmed in accordance with point 7.2 hereof.

The Transporter issuing the invoice shall be responsible for the correctness and validity of the data on the invoice.

7.5 Invoice maturity. The duly (i.e., invoice is confirmed and includes all necessary data pursuant to points 7.2 and 7.3 of these GTC) and timely (within 10 calendar days after the completion of the transport) issued Transporter's invoices shall be paid by the Shipper **within 60 calendar days** after receiving the invoice and all mandatory transport documentation, unless a different due date is agreed upon in writing beforehand.

7.6 Extension of Invoice maturity. In cases that the Transporter:

- (i) fails to send an invoice together with all necessary documents within 10 calendar days of the end of transport; or
- (ii) sends an unconfirmed or incomplete or false or outdated invoice or if any of the accompanying documents are unconfirmed or incomplete or false or outdated; or
- (iii) any of the necessary documents are missing;

In such cases, the Shipper reserves the right to postpone (extend) the maturity of the invoice for 90 calendar days from the date of receipt of all necessary documents.

8. Final Provisions

8.1 Dispute Settlement. In the event of any disputes between the Shipper and the Transporter related to the performance of this Contract of Transport or related to this Contract, both parties undertake to first attempt an out-of-court settlement, particularly by:

- (i) dispute discussion,
- (ii) mediation,
- (iii) arbitration.

8.2 Dispute Discussion. In the event of any unresolved dispute arising from this Contract of Transport, both parties undertake to first escalate the dispute to their respective executive directors, who will either meet in person or have a phone call within 24 hours following the receipt of the notice of escalation by the other party in order to discuss the dispute in good faith with the intention to settle it.

8.3 Mediation. In the event of any ongoing dispute arising from this Contract of Transport or related hereto, the parties shall submit the dispute for proceedings pursuant to the Mediation Rules of the International Chamber of Commerce (hereinafter only as 'ICC'). The Emergency Arbitrator provisions shall not be used. The venue of the mediation shall be Vienna, Republic of Austria. The language of the mediation shall be English. This provision prevents any judicial, arbitration

or similar proceedings from starting in parallel with the mediation proceedings pursuant to the ICC Mediation Rules.

- 8.4 Arbitration.** In the event that the dispute is not settled in line with the above ICC Mediation Rules within 45 days following the submission of the Mediation Request or within a different period agreed to in writing by the parties, the final decision shall be made in accordance with the ICC Rules of Arbitration by an arbitrator appointed in line with those rules. The Emergency Arbitrator provisions shall not be used. Pursuant to Article 30(2)(b) of the ICC Rules of Arbitration, both parties agree to use the Expedited Procedure Provisions regardless of the value in dispute. A single Arbitrator shall settle the dispute. The venue of the arbitration shall also be Vienna, Republic of Austria. The language of the mediation shall be English. The arbitration proceedings costs shall be borne by the losing party or by both parties according to the *win/loss ratio*.
- 8.5 Choice of Law.** In the event of an existing dispute, the Shipper and the Transporter hereby agree and jointly declare that this Contract of Transport shall be governed by the legislation of the Slovak Republic and by international agreements binding for the Slovak Republic which supersede its legislation, without considering the conflict-of-laws provisions.
- 8.6 Language Versions.** These GTC shall be issued in the Slovak and English languages, all language versions being legally equivalent. In case of any discrepancy or conflicting interpretation of the provisions of these GTC in any of the above languages, the legal relationships of the Shipper and the Transporter shall be governed by the Slovak language version of these GTC.
- 8.7 Language of Communication.** The Shipper shall not be obligated to communicate with the Transporter in any language other than those in which it commonly communicates. The Shipper commonly communicates in the English and Slovak languages. The Transporter shall refrain from using any language other than the language in which the Order is issued.
- 8.8 Effective Date and Date of Entry into Force of the GTC.** These GTC shall be valid and effective from 01 October 2021.