

General Terms and Conditions for Carriers

Revision 4

I. Basic Provisions

1. These General Terms and Conditions (hereinafter the "GTC") govern the relationships between the transport ordering party (hereinafter the "Client") on the one hand, and natural persons – entrepreneurs or legal entities as carriers (hereinafter the "Carrier") on the other hand, arising in connection with the conclusion of a transport contract (hereinafter the "Transport Contract") between the Client and the Carrier (hereinafter jointly the "Contracting Parties" and individually each a "Contracting Party"), whereas the transport ordering party is DONAUCHEM s.r.o., with its registered office at Stavbárska 6109/2, 903 01 Senec, Slovak Republic, Company ID No.: 31 359 248, registered in the Commercial Register of the Municipal Court Bratislava III, Insert No. 5836/B, Section Sro.
When concluding and performing the Transport Contract, the Carrier acts within the scope of its business activity. Transport of a consignment shall mean either domestic or international carriage of a consignment. By concluding the Transport Contract, the Carrier undertakes to transport the consignment from a specific place (place of loading) to another specific place (place of delivery), and the Client undertakes to pay the Carrier remuneration (freight charge).
2. The Client's GTC form an integral part of the Transport Contract concluded between the Contracting Parties. Divergent provisions of the Transport Contract take precedence over the provisions of these Client's GTC. Any deviations from these Client's GTC must be agreed upon in writing between the Contracting Parties; otherwise, they are invalid.
3. Legal relationships established by the Transport Contract are governed by the Convention on the Contract for the International Carriage of Goods by Road (Decree of the Minister of Foreign Affairs No. 11/1975 Coll., hereinafter the "CMR Convention"), if applicable under Article 1(1)–(4) of the CMR Convention, and subsidiarily by Act No. 513/1991 Coll., the Commercial Code, as amended (hereinafter the "Commercial Code"), and by these Client's GTC. In cases where the provisions of the CMR Convention cannot be applied to a legal relationship established by the Transport Contract, it shall be governed by the provisions of the Commercial Code, other legal regulations of the Slovak Republic, and these Client's GTC.
4. Before concluding the Transport Contract, the Carrier is obliged to familiarize itself with the Client's GTC. These Client's GTC apply to all contractual relationships between the Carrier and the Client relating to the transport of consignments, from the conclusion of the Transport Contract until the full performance of all obligations arising for the Contracting Parties from the Transport Contract or otherwise related thereto. By concluding the Transport Contract, the Carrier is bound by these Client's GTC and expresses its consent thereto. Consent to the Client's GTC may also be expressed in another manner, particularly through electronic communication between the Contracting Parties.
5. The Carrier's terms and conditions apply only if the Client has expressly accepted in writing in the Transport Contract that the Carrier's terms and conditions take precedence over the wording of the Client's GTC.
6. The Client is entitled to continuously update or amend the Client's GTC. All changes, amendments, or full versions of the updated Client's GTC will always be issued by the Client in written form, communicated to the Carrier, and published in an appropriate manner on the Client's web portal.
7. In the event of invalidity of any provision of the Client's GTC or the Transport Contract, the other provisions shall remain unaffected. The Contracting Parties shall replace the invalid provision of the Client's GTC or the Transport Contract with a new provision that most closely reflects the intention of the Contracting Parties agreed upon at the time of conclusion of the Transport Contract.
8. If these Client's GTC require a written form for a specific act, such requirement shall be deemed fulfilled even if the act is carried out in electronic form.

II. Transport Order and Conclusion of the Transport Contract

1. The Transport Contract is concluded between the Contracting Parties on the basis of the Client's Order and its acceptance by the Carrier.
2. An Order shall mean a unilateral legal act of the Client addressed to the Carrier with the aim of having the Carrier perform the transport of a consignment. A received Order is considered a proposal for the Transport Contract.
3. The Client sends the Order to the Carrier by e-mail, and the Order contains the following information:
 - a) identification details of the Client: business name, registered office, Company ID, Tax ID, bank details, and the person authorized to negotiate transport of the consignment
 - b) specification of the consignment to be transported by the Carrier (type, dimensions, and weight)
 - c) designation of the place of loading
 - d) date of loading
 - e) designation of the place of unloading
 - f) date of unloading
 - g) transport price
 - h) any special requirements of the Client regarding transport of the consignment, if applicable.
4. The proposal for the contract ("Order") is deemed duly accepted unless the Carrier rejects the proposal within 3 hours of delivery by e-mail during working hours, or if the Carrier confirms the Order in writing, or alternatively confirms the CMR consignment note or waybill.
5. The person accepting the Order declares that they are duly authorized, delegated, or empowered by an authorized person to conclude the Transport Contract.
6. Upon acceptance of the transport Order, the Transport Contract is deemed duly concluded, and the Carrier undertakes to perform the agreed transport for the Client in accordance with the agreed conditions.
7. If the Carrier confirms the proposal for the Transport Contract, but with written reservations, amendments, limitations, or other changes, such confirmation is deemed a rejection of the original proposal and considered a new proposal for a Transport Contract from the Carrier to the Client. The Transport Contract is concluded only upon the Client's unconditional confirmation of the new proposal.
8. The Contracting Parties are bound by the concluded Transport Contract and are not entitled to unilaterally cancel it unless otherwise stipulated by the Transport Contract, these Client's GTC, or generally binding legal regulations. Any amendments or supplements to the concluded Transport Contract may only be made in writing, in the form of numbered addenda signed by both the Client and the Carrier.
9. Proof of conclusion of the Transport Contract is the waybill, CMR consignment note, or delivery note. The waybill or delivery note shall be drawn up in three originals, which must bear the stamp and signature of both the Client and the Carrier. One copy is for the Client, one for the Carrier, and one accompanies the consignment during transport.

III. Rights and Obligations of the Contracting Parties

1. The Carrier is obliged to carry out its activities under the agreed conditions, with professional care and quality. Within these obligations, the Carrier must properly take care of the consignment entrusted to it as well as items received in connection with the consignment (e.g., documents relating to the consignment, etc.). If the Carrier provides transport of dangerous goods under ADR, it must present the necessary documents: identity documents with photographs of each crew member, vehicle approval certificate for the transport of dangerous goods issued by the technical inspection station (for vehicles type FL, OX, AT, EX/II, EX/III, and MEMU), ADR driver training certificate (issued by the Ministry of Transport of the Slovak Republic in Slovak, and also in French, English, or German), and any other required documents and certificates.
2. The Carrier is obliged to comply with general safety and health regulations as well as internal regulations at the loading and unloading site. Carriers must ensure that all persons involved in the transport and handling of chemical products are equipped with appropriate personal protective equipment (PPE) in accordance with the information in

the safety data sheet (SDS) of the respective product. DONAUCHEM s.r.o. reserves the right to inspect compliance with these requirements before and during the handling of chemical products, especially before and during filling or unloading of hazardous chemicals. If Carrier's staff are not equipped with appropriate PPE or requirements arising from the SDS are not met, DONAUCHEM s.r.o. is entitled to immediately stop or suspend filling, transport, or any handling of chemical products until deficiencies are corrected. All costs, delays, and consequences resulting from such suspension are borne by the Carrier.

3. The Carrier is obliged to secure the consignment during transport, i.e., from the moment of acceptance until delivery to the Recipient, so that unauthorized persons cannot access it.
4. The Carrier must follow the Client's instructions during transport and accept detailed instructions from the Client concerning the method, type, and route of transport of the consignment, as well as the designation of the recipient. If the Carrier has not received necessary instructions from the Client, it must request them. In case of risk of delay, the Carrier must continue with the transport even without such instructions in a way that best protects the Client's interests.
5. The Client is obliged to provide the Carrier with accurate information about the content of the consignment, its nature, hazard class in the case of ADR goods, flammability class in the case of goods marked as flammable, information about weight, number of pieces, or pallets.
6. The Carrier must participate in loading and unloading and is responsible for their proper execution. At loading, the Carrier must check whether the waybill, delivery note, or CMR consignment note contains all mandatory data. The Carrier must have the waybill, delivery note, or CMR consignment note (for international transport), or vehicle operation record (performance record) or other transport document confirmed at loading. Furthermore, the Carrier must check in particular the quantity and weight of the consignment, labeling, packaging integrity, visible condition of the consignment, and its placement in the vehicle. The Carrier must also check all accompanying documents related to the consignment (delivery note, pallet exchange slips, etc.) and the data entered in them. The Carrier must ensure consistency between the data contained in the accompanying documents related to the consignment and the actual condition of the loaded or transported consignment (its quantity, actual weight, etc.) and at the same time ensure consistency between the actual condition of the loaded or transported consignment (quantity, weight, labeling, etc.) and the data in the Transport Contract or accepted Order. If the Carrier discovers any discrepancy between the actual condition of the loaded or transported consignment and the data in the accompanying documents or in the Transport Contract or accepted Order, the Carrier must immediately notify the Client (notification obligation) and request instructions for further action. The Carrier may not leave the loading site before obtaining the Client's instructions. If the Carrier disagrees with the Client's instructions, it must still carry out the transport of the consignment as agreed in the Transport Contract and, in other cases, follow the Client's instructions. If the Carrier fails to comply with the notification obligation under this paragraph and carries out the transport of the consignment as delivered at loading, it does so at its own risk, and any related damages or additional costs are borne solely by the Carrier. If the Carrier loads a consignment in a smaller quantity or weight than stated in the Transport Contract or accepted Order, the Client is entitled to arrange substitute transport of the part of the consignment not loaded in accordance with the Transport Contract or accepted Order, either by itself or through a third party. The Client is entitled to charge the Carrier the actual costs incurred in arranging substitute transport due to the unshipped part of the consignment.
7. In the case of returning returnable packaging and pallets from the Client's customer (i.e., the person for whom the Client arranges consignment transport via the Carrier – hereinafter the "Customer"), the Carrier must follow these instructions:
 - a) Accept only returnable packaging marked with the DONAUCHEM s.r.o. logo and label.
 - b) Accept only clean packaging without visible damage and with complete accessories (lid, frame, valve, nut, gasket, etc.).
 - c) Accept only emptied returnable packaging.
 - d) Accept only undamaged and unbroken pallets.

The Carrier acknowledges that if it collects returnable packaging from the Consignor that is damaged, missing accessories, missing DONAUCHEM s.r.o. labels and logos, or not emptied and dirty, such packaging will not be

accepted by the Client's warehouse staff, and the Carrier will be obliged to return it to the Consignor at its own expense.

8. The Carrier is obliged to warn the Consignor about improper placement of the consignment on the vehicle. If the Consignor does not rearrange the consignment, the Carrier must immediately inform the Client and make a written reservation in the waybill, delivery note, or CMR consignment note. The Carrier must have the necessary securing materials (anti-slip mats, protective corners, sufficient number of straps, etc.) available in the vehicle at loading and secure the cargo in accordance with applicable safety regulations. The Carrier must ensure the consignment is protected against damage or loss.
9. The Client bears no responsibility for additional costs if the goods are loaded in such a way that prevents loading/unloading from the rear or via a ramp. The option of side loading/unloading must be confirmed in advance in writing by the Client. Any additional costs incurred because the driver allowed loading in a way that prevents rear/ramp loading/unloading shall be borne fully by the Carrier.
10. The Carrier must inform the Client about the positioning of the vehicle for loading. After loading, the Carrier must inform the Client about the actual loaded weight of the transported consignment. The Carrier is responsible for proper execution of loading.
11. In the event of an accident, detention of the Carrier's vehicle, or any other obstacle preventing proper performance or completion of the transport with the agreed vehicle, the Carrier must, without delay and at its own expense, provide another vehicle of similar parameters.
12. The Carrier is liable for damage to the transported consignment resulting from total or partial loss or damage during the period from acceptance of the consignment from the Consignor until its delivery to the Recipient. If, at collection or delivery, the Carrier finds the consignment to be damaged (e.g., packaging damage, incomplete order, or circumstances indicating such), the Carrier must, depending on the type of damage, immediately prepare a written record, preferably in the presence of an authorized person, confirmed by both parties' signatures. This record must state the identification of the goods, weight, condition, and, if possible, the extent and cause of the damage, as well as the time and circumstances of its occurrence. The written record may also be made on the waybill or delivery note. The purpose of this written record is to establish the party responsible for the damage.

The Carrier is not liable for damage to the consignment if it proves that the damage was caused by:

- a) circumstances that the Carrier could not foresee or prevent, i.e., force majeure such as natural disasters, unavoidable acts of third parties (e.g., war, strike, terrorist attack, etc.)
- b) the consignor or the recipient
- c) defects of the goods in the consignment, e.g., manufacturing defects
- d) defective packaging, provided the Carrier notified the Consignor upon acceptance of the consignment for transport and, if a waybill or delivery note was issued, noted the defect therein. If the Carrier did not notify about defective packaging, it is relieved of liability for damage resulting from this defect only if the defect was not apparent upon acceptance of the consignment.

In case of damage as described above, the Carrier is obliged to exercise professional care to minimize the damage.

13. The Carrier is not entitled to use the consignment, nor to allow its use by third parties.
14. The Carrier must immediately inform the Client of any risk of damage, risk of delay in transport, or any other circumstances affecting proper performance of the Transport Contract. In case of damage, the Carrier must take necessary measures and exercise professional care to minimize damage and promptly inform the Client. The Carrier must also inform the Client about customs clearance and unloading of the consignment. If any problems arise during unloading, the Carrier must immediately inform the Client. Furthermore, upon the Client's request, the Carrier is obliged to provide complete and accurate information about fulfillment of the contract, especially about the current location of the consignment. If the Transport Contract specifies contact persons of the Client (dispatchers), the Carrier must provide the information required under this paragraph to the Client through those contact persons (including by phone).

If the Client is at risk of any damage, the Carrier is obliged, upon the Client's request, to immediately provide the telephone contact of the driver performing the transport for the Carrier.

15. If the Carrier reports for loading/unloading at a time different from that stated in the Order or subsequently specified by the Client after the Order was sent to the Carrier, the Carrier does so at its own risk.
16. The Carrier is obliged, throughout the entire transport, to park exclusively in safe, designated, and guarded parking areas. The Carrier shall compensate the Client in full for any damage to the consignment resulting from a breach of this obligation.
17. In the event of the Carrier's delay in collecting (loading) the consignment at the designated place and/or delivering (unloading) the consignment at the designated place by more than 3 hours beyond the agreed times specified in the Client's accepted Order, the Carrier shall pay a contractual penalty of €50 for each additional hour of delay.
18. If the Carrier fails to present the vehicle for loading, or cancels the transport within 24 hours prior to the scheduled loading, the Client is entitled to charge a contractual penalty equal to the agreed transport price.
19. The Carrier declares that at the moment of conclusion of the Transport Contract, it holds valid insurance covering liability for damage arising from performance of the Transport Contract, and that the insured amount is at least €33,000 for vehicles with a total weight up to 3.5 tons, at least €75,000 for vehicles with a total weight up to 7.5 tons, and at least €300,000 for vehicles with a total weight of 24 tons. If the Client specifies in the transport Order the actual value of the transported goods higher than the amounts stated above, the Carrier is obliged to secure insurance at least equal to the value of the consignment. The Carrier further declares that the validity and effectiveness of the insurance contracts shall not expire before the date of completion of the transport agreed in the contract. Upon the Client's request, the Carrier is obliged to send a copy of the insurance contract to the Client by e-mail. The Carrier is responsible for the validity of all necessary transport permits and other essential documents required for transport. If the Carrier fails to meet the minimum insurance coverage obligation agreed in this clause, the Client may claim a contractual penalty equal to the difference between the agreed insurance coverage and the actual coverage under the valid insurance policy. In the event of damage to the consignment, such damage shall be settled primarily from the Carrier's insurance in the full amount of the actual damage, even beyond the liability limit established by the CMR Convention.
20. The Carrier is responsible for the proper technical condition of the vehicle, including the loading surface and undamaged tarpaulin, as well as for the mandatory equipment of the vehicle crew and its use (safety helmet, safety glasses, work gloves, work shoes). The Carrier is also responsible for ensuring that transport is carried out only by persons with the required professional competence. The Carrier must ensure that the vehicle used for the transport is equipped with monitoring equipment or other communication devices active along the entire transport route agreed in the Transport Contract.
21. The Carrier undertakes not to contact the Client's Customer beyond the obligations arising from this Transport Contract, unless such contact is justified by an existing contractual relationship. The Carrier undertakes that within one year from the date of transport performed under the Transport Contract concluded with the Client, it will not conclude a transport contract directly with the Client's Customer (i.e., the consignee or consignor of the consignment). The Carrier undertakes to protect the interests of the Client as well as all parties involved in the transport and to maintain business confidentiality.
22. The agreed transport price includes waiting time for loading or unloading of up to 24 hours. This period is extended by public holidays and weekends that fall within the above 24-hour waiting period. The Carrier is not entitled to claim compensation for waiting exceeding one-tenth of the agreed transport price. If the Carrier fails to remain at the loading or unloading site for the period specified in this clause of the GTC, all costs incurred by the Client in arranging another vehicle shall be charged to the Carrier, who shall reimburse the Client in full for such additional costs.
23. The Client is entitled to cancel the transport Order no later than 12 hours before the scheduled loading of the consignment, without any penalties from the Carrier. If the Client cancels the transport Order less than 12 hours before the scheduled loading, the Client is obliged to reimburse the Carrier for the quantified damage up to a maximum of one-fifth of the agreed transport price. The Carrier is not entitled to claim compensation for a canceled transport beyond one-fifth of the agreed transport price.

24. The Carrier is obliged to submit to the Client all original documents proving the execution of transport no later than 3 days after delivery of the consignment to the recipient or completion of transport. These documents include in particular: the original confirmed waybill, the original CMR consignment note, the vehicle operation record (performance record), original delivery notes for the consignment, original pallet slips, copies of forwarding charges, weight slips, or other original documents proving delivery of the consignment in intact condition to the recipient. In the case of transport under customs supervision, the Carrier must also deliver to the Client copies of customs documents or the original CMR consignment note confirmed by the competent customs authority.
25. The Client is obliged to pay the Carrier the agreed freight charge. The agreed transport price includes all ancillary charges necessary for proper execution of the transport.
26. The Carrier's invoice for the executed transport is payable within a minimum of 30 days from its delivery to the Client. The due date is extended by the period during which the Carrier delays the delivery of the documents specified in Clause 21 of these GTC.
27. The original invoice as well as all original transport-related documents must be sent to: DONAUCHEM s.r.o., Stavbárska 6109/2, 903 01 Senec, with the Client preferring electronic invoicing to: faktury@donauchem.sk.
28. The Carrier is obliged to comply with the minimum wage requirements for the driver employed by the Carrier performing the transport in accordance with the Minimum Wage Act valid in the Federal Republic of Germany ("Minimum Wage Act"), the Minimum Wage Act valid in the French Republic, and the Minimum Wage Act valid in Austria. The Carrier is also obliged to duly and timely fulfill all reporting obligations, obligations related to creation and provision of relevant documentation to the competent authorities of Germany, as well as all other obligations arising under the applicable Minimum Wage Act. The Carrier is equally obliged to duly and timely fulfill all obligations under the applicable Minimum Wage Act wherever its application is required. The Carrier declares it is familiar with the current valid and effective wording of the Minimum Wage Act and undertakes to comply with it. If any sanction is imposed or liability for damages is incurred due to the Carrier's breach of obligations under this clause of the Client's GTC, the Carrier shall be exclusively liable for it in full and shall pay the imposed penalty or damages in full. In the event of claims by third parties against the Client arising from the Carrier's violation of the Minimum Wage Act, the Carrier is obliged to fully settle such third-party claims itself. This obligation explicitly applies also to claims from social insurance authorities, tax authorities, and other authorities competent to monitor compliance with the relevant laws.
29. The Carrier undertakes not to disclose to any third party not involved in performance of the Transport Contract any information about the content of the Transport Contract or its annexes, nor any other documents or information related to performance of the Transport Contract. The Carrier is responsible for ensuring that its employees or contractual partners maintain confidentiality in accordance with the confidentiality obligation set out in this clause of the Client's GTC. In case of breach of confidentiality, the Client is entitled to charge the Carrier a contractual penalty of €1,000 for each individual breach.
30. The Carrier undertakes to always act in a manner that protects the Client's good reputation. If the Client notifies the Carrier of the obligation to reserve an unloading slot through a portal (time slot management system), the Carrier must make the reservation and arrive for unloading at the specified time. If the Carrier arrives at another time and thus loses the unloading slot, the Client shall not be liable for any damage incurred by the Carrier.
31. By accepting the Order, the Carrier undertakes to comply with environmental requirements (at minimum EURO V or EURO VI vehicles, or alternative fuel vehicles), SQAS, as well as anti-corruption requirements based on the published and approved policy and the Code of Ethics.

IV. Final Provisions

1. The Carrier has no right to assign its claims against the Client under the Transport Contract to a third party.
2. Any disputes arising between the Carrier and the Client from the concluded Transport Contract shall be resolved primarily through out-of-court means.

3. The Client declares that all personal data of the Carrier – natural person, or members of the Carrier’s statutory bodies, the Carrier’s contact persons, or other persons authorized to act on behalf of the Carrier, employees, or other cooperating persons of the Carrier (as data subjects), whose personal data are processed by the Client in connection with the Transport Contract and which the Client comes into contact with in the performance of its activities under this contract, are considered strictly confidential and are handled in accordance with the applicable legal regulations on personal data protection, in particular 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, repealing Directive 95/46/EC, and Act No. 18/2018 Coll. on the Protection of Personal Data, as amended.
4. The Client ensures the provision of information on the processing of personal data and the rights arising from the relevant legal regulations for all data subjects through the document “Principles of Personal Data Processing and Information for Data Subjects,” which is continuously available on the Client’s website: www.donauchem.sk in the section “Personal Data Protection.” The Carrier declares that it has fully acquainted itself with the document “Principles of Personal Data Processing and Information for Data Subjects” and that it has understood it.

In Senec, on: 01.05.2025