

## **General Terms and Conditions of Geis SK s.r.o.**

### **- Intrastate and interstate transport of pallet and LTL shipments**

These General Terms and Conditions ("GTC") cover the undertaking of Forwarding Agent - Geis SK s.r.o., ID: 31 324 428, having its registered office at Trňanská 6, 960 01 Zvolen, incorporated with the Companies Register of District Court Banská Bystrica, Section Sro, File No. 2083/S ("Forwarding Agent") to **arrange**, under the terms and conditions laid down hereunder, in Forwarding Agent's name and on account of Customer the transport of shipments and services connected therewith from the place of takeover to the place of destination and, further, the undertaking of Customer to pay for arrangement of transport and the related services. Actual version of the GTC, including actual standard price lists, is available on Forwarding Agent's web site [www.geis-group.sk](http://www.geis-group.sk). These GTC constitute an integral part of each forwarding contract entered into by and between the Forwarding Agent and the Customer. The forwarding contract becomes valid upon acceptance of Customer's order (or forwarding instruction) by Forwarding Agent; the forwarding contract then becomes effective upon takeover of the shipment by Forwarding Agent or the carrier authorised by Forwarding Agent. The GTC lay down the rights and obligations of both the Forwarding Agent and the Customer which are not covered by the written forwarding contract. The forwarding contract made in writing shall prevail over the GTC. The forwarding contract made in writing covering arrangement of repeated shipments shall be considered to be a framework contract comprising partial services consisting in each individual order by the Customer. Customer's Order in the form as specified by the Forwarding Agent ("Order") must be made out in writing (including the electronic one). Forwarding Agent may make amendments to the GTC, standard price lists, fees, etc., and is required to inform the Customer of such changes by way of publication thereof on the Forwarding Agent's web site [www.geis-group.sk](http://www.geis-group.sk) no later than in 14 days prior to the effective date thereof. Customer may refuse the changes of the GTC, standard price lists, fees, etc. and terminate the forwarding contract on that ground; however no later than in one week from the effective date of such change. Both Customer and Forwarding Agent agree that the Customer shall monitor from time to time the Forwarding Agent's web site [www.geis-group.sk](http://www.geis-group.sk) and become familiar with the actual version thereof, including the version of the GTC, standard price lists, fees, etc., and Customer shall do so no less than once a month. Unless the forwarding contract provides otherwise, placing an order or shipment for transport the Customer represents that the Customer has become familiar with the actual GTC and standard price lists, fees, etc. and gives consent thereto. The provision of Article 605 of the Commercial Code when the Forwarding Agent acts in the capacity of carrier may be applied within this forwarding contract. The rights and obligations not governed by these GTC shall be governed by legal regulations of the Slovak Republic of binding force.

#### **1. Transport System Definition**

The following shipment definitions shall apply to this transport system: maximum weight of the entire shipment is 2,500 kg; maximum weight of one packaging within the shipment is 1,200 kg; with a single piece weighing more than 650, the Customer agrees to inform the Forwarding Agent of the technical conditions for loading and unloading. The maximum height of a single piece within the shipment is 2.20 m; maximum length of a single piece within the shipment is 3 m; maximum capacity of the entire shipment is 10 m<sup>3</sup>; minimum capacity of shipments filling the vehicle area up to 4 Europallets (3.84 m<sup>2</sup>) is recalculated to **1 m<sup>3</sup> = 250 kg**; for larger shipment it is at least 1 ldm = 1,250 kg (1 ldm = 2.4 m x 1 m of load-floor length). The specific ratio of the recalculation used shall be governed by the data contained in the standard Forwarding Agent's price list in force.

Intrastate and interstate transport of pallet and LTL shipments are subject to the following conditions:

- 1) Shipment may comprise more than one packaging.
- 2) Only a legal entity or a natural person - entrepreneur with an accessible permanent establishment and opening hours may act as customer and recipient of the shipment. If the recipient fails to meet the above conditions, then the shipment is considered to be the so-called B2C shipment, which the Customer is obligated to state in the transport order. B2C delivery includes transport services provided within the Slovak and the Czech Republic when shipments are delivered to a personal address, i.e. a natural person - non-entrepreneur acts as the recipient. The B2C transport is also subject to other provisions laid down in these GTC.
- 3) In the event of unusual requirements for transport (e.g. for delivery of shipment at a time other than the normal delivery time - refer to Article 3 hereof) or in the event of failure to deliver the shipment or if the shipment is refused by the recipient or the recipient is non-existent, the additional cost incurred shall be charged by the Forwarding Agent to the debit of the Customer, and Customer agrees to settle the same in accordance with instructions without reservation

#### **2. Shipments Excluded from Transport:**

- a) Shipments which exceed dimensional or weight limits set forth in Article 1 hereof.
- b) If the required data of the shipper or recipient of the shipment is missing (or in the B2C transport, a phone contact of the recipient is missing).

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**Geis SK s.r.o., Trňanská 6, 960 01 Zvolen**

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- c) If shipments contain goods of exceptionally high value, such as precious metals and their products, art and antique objects, collections, banknotes, coins, securities, bills of exchange, credit cards, etc.
  - d) If the shipments contain goods which are not protected, packaged, or secured in a manner corresponding to the weight, shape, properties, or nature (character) thereof. Further, if shipments contain goods which could damage other shipments or which could damage the transport and conveying technology of the Forwarding Agent or the carrier, or which could be damaged by such technology. Further, if shipments contain goods which could jeopardise the life, health, or property of workers of the Forwarding Agent or the carrier, or the workers thereof. This provision shall also apply if such properties or nature (character) of the shipment, inadequacy or unfitness of its packaging or securing, etc. appear in the course of transport or after it is physically taken over by the Forwarding Agent or carrier. Further handling of such shipment is subject to agreement between the Forwarding Agent and the Customer. If the Forwarding Agent and the Customer fail to reach agreement on the next steps in such event, Customer acknowledges, without reservation, the competence of the Forwarding Agent or the authorised carrier, including in relation to the completeness, adequacy, and the accuracy of evidence (particularly the photo-documentation) provided to the Customer by the Forwarding Agent or the authorised carrier.
  - e) If shipments contain goods subject to controlled thermal regime, plants, goods subject to quick decay (e.g. foods subject to decay), living animals and organisms, human or animal organs and remains, waste, hazardous substances, weapons, ammunition, narcotics, or goods subject to ban on import/export, or any restriction or embargo.
  - f) With cash on delivery amounting more than EUR 5,000.00.
  - g) "Delivery to the addressee only" shipments.
  - h) In interstate transport, shipments which contain goods subject to veterinary or phytocontrol, goods goods under customs regime or transported under ATA Carnet, cash on delivery shipments (COD)/(in relations not specified in standard price lists), or shipments the freight for which is borne by the recipient/EXW (this EXW does not represent the Delivery Term pursuant to INCOTERMS), and shipments containing hazardous goods pursuant to the ADR Agreement, unless the express agreement between the Forwarding Agent and Customer provides otherwise.
- Customer shall be held liable for damage, if any, incurred by the Forwarding Agent, carrier, or any third persons, should the Customer handover for transport shipments excluded from transport.

### **3. Duration of Transport**

Usual duration of transport of shipments shall be governed by the terms and conditions laid down in the standard Forwarding Agent's price list in force. Shipments are transported in normal delivery times. Normal delivery time means the time when the shipment is normally delivered to the recipient, unless special or unexpected situations occur in the course of shipment transport or the organization thereof. Normal delivery time does not have to be met, if the Customer or the recipient of the shipment fails to deliver (or fails to deliver in time) to the Forwarding Agent the documents or information required to organize or carry out the transport, customs clearance, if any, or shipment delivery, or if the terms and conditions contained hereunder have not been met, or if specific instructions of the Forwarding Agent or carrier have not been followed.

### **4. Conditions for Acceptance of Shipments for Transport**

Shipments are accepted by the Forwarding Agent (or the carrier authorised thereby) for arrangement of transport (or for transport) based on electronic (data) order or written (e-mail) order in the form as specified by the Forwarding Agent. The written (e-mail) order must contain exact address of loading (collection) and unloading (delivery) of the shipment, shipper's phone contact, shipment weight and dimensions, data of loading (collection), transport payer including exhaustive identification thereof, and all other data required to arrange and carry out the transport of the shipment, including data set forth hereunder. The order must be delivered no later than on the business day before the requested day of shipment loading. Customer may handover the shipment for transport also directly at a Forwarding Agent's branch on business days from 9.00 am to 7.00 pm. Customer agrees that the shipment shall be prepared by the shipper for handover for repair at the moment of arrival of the vehicle, and that the shipment shall be accepted by the recipient forthwith after the vehicle arrives in the place of recipient. Otherwise the Forwarding Agent is not required to arrange the shipment loading or unloading, and is then entitled to compensation of the expenses incurred by the Forwarding Agent or the Authorised Carrier. Customer shall take care than the shipper and the recipient of the shipment cooperate with the carrier selected by the Forwarding Agent during shipment loading and unloading, save for the agreed specific supplementary services.

The shipment (each packaging thereof) must be:

- a) Marked by an exact address of the shipper and the recipient (including the correct PC) - always on the largest side of the shipment.
- b) Marked by the Customer with identification labels for transport of hazardous goods (if the transport thereof has expressly been permitted by the Forwarding Agent); the Customer (shipper) is then also requested to take care of marking with the data arising out of the relevant law.
- c) In the event of shipments subject to customs proceeding, the Customer shall take care of handover of all documents required for clearance of the shipment to the Forwarding Agent.

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- d) Equipped by the Customer with packaging and secured so as to ensure that the content of the shipment be fully protected against damage and movement, packaged in packaging allowing safe handling of the shipment, and be sufficiently protected for safe handling used in the pallet and LTL shipment transport system.
- e) Equipped by the Customer with packaging cleaned of all previous transport labels, stickers, and other information which could prevent, jeopardize or hinder transport (delivery) of the shipment.
- f) Marked by the Customer with handling signs corresponding to the nature of the shipment and correct handling of the shipment.

The provisions set forth under b) and c) shall be subject to the following: Customer shall be held liable for the accuracy and completeness of these documents and for damages incurred by the Forwarding Agent or third persons as a consequence thereof. Neither the Forwarding Agent nor the carrier are requested to check whether such documents are complete and accurate.

Shipments with the total value (price) of more than **EUR 16,600.00** may only be transported based on individual written agreement between the Customer and the Forwarding Agent and, in transporting such shipments, Customer is requested to enter in the order the type of goods transported and the actual value thereof. In transport of shipments with the value of more than EUR 16,600.00, Forwarding Agent strongly recommends that the Customer, either alone or by way of the Forwarding Agent, insure the shipment being transported covering full actual value thereof.

**5. Shipment Delivery and Acceptance by Recipient**

The place of destination of the shipment means the place which is specified as place of destination for a specific transport service offered by the Forwarding Agent. Unless the place of destination is specified otherwise, then the place of destination means the place (address) in which the shipment is physically accepted by the recipient from the carrier selected by the Forwarding Agent. Shipment is delivered to the first door of recipient's establishment; provided, however, that the place of destination of the shipment allows handling using manual pallet truck. Otherwise the place of acceptance of the shipment shall be at the edge of the vehicle (hydraulic tailgate) of the carrier selected by the Forwarding Agent. Recipient is requested to acknowledge acceptance of the shipment in the Forwarding Agent's document to be submitted to that end. In the event that the shipment is delivered in the Slovak Republic, then the recipient shall enter in such acknowledgement using block letters his/her name and surname, signature, and imprint of company seal. If the seal is not available or the recipient is a natural person (B2C transport), then the identity card (or passport number for non-residents in the Slovak Republic) must be provided. Shipment may also be delivered through handover to an individual who is 18 years or older present at the time of delivery at the address of destination of the shipment, and such individual is requested, in excess to the obligations of the shipment recipient, also enter in the relevant document his/her relationship to the shipment recipient (e.g. son, spouse, etc.). Shipment recipient is not allowed to request sending (re-routing) of a shipment already being transported to a different address. Forwarding Agent shall not be held liable for any damage caused to the Customer, recipient, or other individuals which could be incurred as a consequence of the above specified delivery methods. Forwarding Agent accepts a change of disposition relating to the shipment delivery (including the forwarding thereof) solely in writing (by e-mail) and made by the Customer.

**6. Cash on Delivery Shipments (COD)**

Customer may only request delivery of shipment to the recipient by way of cash on delivery ("COD") in intrastate and selected interstate transport services based on a written forwarding contract. The request for COD delivery of shipment cannot be cancelled or otherwise altered throughout the transport duration. The Forwarding Agent is entitled to offset any of his claims against the Customer against any claims of the Customer against the Forwarding Agent. The request for transport of a COD shipment and the COD value (in interstate transport in the currency of the country of destination), including the variable symbol of the payment, must be entered by the Customer in the order and the certificate of acceptance in the form as specified by the Forwarding Agent ("Certificate of Acceptance"). Other form order placement for COD service shall not be taken into consideration by the Forwarding Agent. If the Customer makes use of data transfer, the method of order placement for this service shall be governed by Article 9 hereof. The Forwarding Agent undertakes to transfer the amount for the selected COD to the Customer's account specified in the forwarding contract in 7 business days from delivery of the shipment. If any of the above obligations is not met by the Customer, the Forwarding Agent does not warrant the compliance with the Forwarding Agent's obligations.

**7. Price for Arrangement of Transport (Freight)**

In consideration for the arrangement of transport, Customer agrees to pay the Price, and the price and fees for the services connected with arrangement of transport (hereinafter collectively also as "Price"). Customer acknowledges that the Forwarding Agent shall have retainage over the shipment in accordance with Art. 608 of the Commercial Code, and if the Customer fails to pay the Price, the Forwarding Agent may take action in accordance with the provision of Art. 608 of the Commercial Code and, eventually, offset mutual claims as set forth in Art. 358 et seq. of the Commercial Code.

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If the shipment is undeliverable, the shipment is refused by the recipient, or the recipient is non-existent, the additional costs incurred (e.g. for return delivery of the shipment, delivery at time other than the normal delivery time, disposal of the shipment, storage, etc.) shall be charged to the Customer and Customer agrees to settle the same without reservation in compliance with the Forwarding Agent's instructions. Unless expressly provided otherwise (in written forwarding contract), then all payments, fees, costs, additional costs, damages, etc. connected with the transport or the arrangement thereof which are expected to be paid, or normally paid, by the recipient shall be (if the recipient fails to pay the same) settled by the Customer without reservation. The Price for arrangement of transport and the price and fees for the services connected with the arrangement of transport shall be due and payable at acceptance of the shipment for transport. The Price for arrangement of transport includes, in the event of intrastate transport (within the Slovak Republic), two attempts to deliver the shipment.

Customer may request settlement of the freight by the recipient in cash at shipment delivery (EXW). This service must be entered by the Customer in the certificate of acceptance. Other form order placement for EXW service shall not be taken into consideration by the Forwarding Agent. If the Customer makes use of data transfer, the method of order placement for this service shall be governed by Article 9 hereof. Refused shipments, undeliverable shipments, shipments in relation to which recipient refuses to pay the Price (EXW service) or the COD shall be returned back to the Customer in 7 business days after the first attempt at delivery. In the event of refused or undeliverable shipments, and in the event of shipments in which recipient refuses to pay the Price (EXW) or COD in cash, Customer agrees to pay the Price to the Forwarding Agent. In the event of recipient's refusal to pay the Price or COD, or if the recipient is non-existent, or if the recipient refused to accept the shipment, or if the shipment cannot be delivered for reasons not attributable to the Forwarding Agent or the authorised carrier, Customer agrees to pay the refused Prices to the Forwarding Agent at delivery of the returned shipment in cash, unless the Customer and the Forwarding Agent agree otherwise. In the event of shipments labelled by the shipper as EXW shipments, a bulk discount, if any, applied to the Customer cannot be granted. If the arrangement of transport of the shipment by Customer (shipper) was not declared to be a B2C delivery, although the shipment would be considered to be a B2C delivery, the Forwarding Agent shall have an unconditional right to additionally charge the price under the price list in force for the transport within the B2C delivery or, eventually, additional provable related costs.

In the event of transports with mandatory customs proceeding, the Customer shall at all times be liable for the settlement of the cost connected with customs clearance of the shipment, if such procedure is required by the Customer or based on the relevant law. Further, Customer is requested to settle to the Forwarding Agent all cost connected with clearance of the shipment (clearance procedure, duty, taxes, etc.) if the recipient refuses to settle such cost.

Unless otherwise agreed, the Price shall be calculated based on standard Forwarding Agent's price lists valid for this system of intrastate and interstate transport of pallet and LTL shipments. The Price may also be determined based on individual price list which is only valid after it is signed by the Customer and the Forwarding Agent. Unless otherwise agreed, the standard price list in force shall apply. Any changes made by the Forwarding Agent in standard price lists in the area of regions consisting of intervals of PCs and transport zones shall also be binding upon individual price lists. In the event of a change of the previous and currently effective individual price list, then the original individual price list shall expire on the day when the new individual price list becomes effective.

Any price offer shall be valid for the period of 60 days from its submission, unless the offer states a different validity period. Shall the Customer fail to use the Forwarding Agent's services, for which an individual (customer) price list has been agreed, for longer than 6 months, the Forwarding Agent has the right to unilaterally decide to change the individual (customer) price list in a way allowing the Forwarding Agent to solely apply the standard price list available at the Forwarding Agent's website to the dealings between the parties from the day of the Forwarding Agent's decision to change the individual (customer) price list. To determine the Price based on shipment weight, the weight measured by the Forwarding Agent shall be decisive. If the Forwarding Agent finds different shipment weight, the Forwarding Agent reserves the right to change the Price calculation without being obliged to first inform the Customer. Further, if other dimensions of the shipment are measured, the Forwarding Agent reserves the right to charge the Price based on the capacity recalculation without being obliged to first inform the Customer. Customer may claim the data and amounts (sums) specified in the invoice issued by the Forwarding Agent for arranging the transport of shipments and other services in 30 days from the date of invoice delivery to the Customer.

If the Customer violates the obligation to claim the invoice delivered in the period of 30 days from invoice delivery (i.e. lodges the claim after 30 days have lapsed) and, further, if the Customer seeks financial compensation (a plus difference between the incorrect amount invoiced and the amount which should have been charged), the Forwarding Agent shall be entitled to a contractual penalty from the Customer in the amount equalling the amount requested as financial compensation.

Unless the forwarding contract provides otherwise, the Forwarding Agent shall charge on top of each transport of shipment the following surcharges (fees):

- a) Fuel surcharge the actual amount of which is published for this service every month on the Forwarding Agent's web site [www.geis-group.sk](http://www.geis-group.sk). The fuel surcharge may differ for the intrastate and interstate road transport. This surcharge is calculated based on the net price for transport (exclusive of VAT) based on the Forwarding Agent's price list in force without other fees included.

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- b) Toll the actual amount of which is, for the system of intrastate and interstate transport of pallet and LTL shipments, published on the Forwarding Agent's web site [www.geis-group.sk](http://www.geis-group.sk).

### **8. Guarantees and Claims**

Forwarding Agent is only held liable for damages arisen during arrangement of transport and during intrastate transport (if provided by the Forwarding Agent itself as carrier), and shall have the compensatory obligation thereto, based on and to the extent as set forth in these GTC. If the shipment is not arranged, but transported by Forwarding Agent in interstate transport, then the Forwarding Agent's liability shall be governed by the CRM Convention and these GTC.

The place of shipment collection by the Forwarding Agent means the place of physical collection (loading) of the shipment by the Forwarding Agent or the carrier authorised to that end by the Forwarding Agent.

Forwarding Agent shall not be held liable for the damage:

- a) which could not have been averted by the Forwarding Agent despite using due care which is usual in forwarding services or if violation of Forwarding Agent's obligation was caused by circumstances excluding Forwarding Agent's liability;
- b) incurred in connection with transport of a shipment which was handed over to the Forwarding Agent contrary to the provisions of legal regulations of binding force or these GTC;
- c) caused by the Customer, shipper or recipient of the shipment;
- d) caused by defective or inappropriate packaging or securing of the shipment or inadequate method of packaging or securing of the shipment;
- e) caused by failure to mark, or inaccurate or inadequate marking, of the shipment (as set forth hereunder);
- f) caused by a defect or properties of the shipment, or its nature, including in the event that any of them appears when the shipment is already being transported;
- g) incurred at the time when the shipment was not under Forwarding Agent's control;
- h) direct, indirect, or subsequent (including additional costs, lost profit, contractual penalties, sanctions, etc.) incurred as a consequence of damage, destruction, or loss of the shipment, or as a consequence of failure to meet the usual delivery period or delayed delivery of the shipment.

The authorised person is obligated to claim the defects discovered and exercise the right to damages with the Forwarding Agent in writing and forthwith after delivery of the shipment or discovering the damage to the shipment. Customer is requested to take care that the recipient conducts a visual inspection of the shipment at the acceptance thereof. In order to investigate into a claim of evident damage to, or partial loss of, shipment, a specific reservation must be defined in the certificate of acceptance of the shipment or a separate damage report made out. Claims filed late do not have to be taken into consideration by the Forwarding Agent. Forwarding Agent must be given the opportunity to conduct personal check of the extent and type of damage and any further handling of the damaged shipment must be in compliance with the Forwarding Agent's instructions. Unless hereunder otherwise provided, the Forwarding Agent shall only be held liable for arranging the transport, any damages incurred during transport shall be claimed by the Forwarding Agent in Forwarding Agent's name and on account of the Customer. In lodging claims to carrier, the Customer agrees to provide the Forwarding Agent with required cooperation (particularly submit documents concerning the shipment such as the documents to file claims to carrier e.g. documents about the shipment price, etc.). Claims in relation to carriers are governed by the relevant legal regulations applicable to the contracts for transportation of cargo.

In the event of damage, destruction, or loss of shipment incurred during arrangement of transport and in the event of shipment accepted by the Forwarding Agent for transport or for actions connected with transport (or if the Forwarding Agent acts as carrier in intrastate transport), the compensatory obligation of the Forwarding Agent for damage incurred in relation to the shipment hereunder shall be limited to the maximum amount of EUR 16,600.00 for one transported packaging. In arranging interstate transport, the limit applicable to the Forwarding Agent's compensatory limit in said events amounts to 8.33 SDR per 1 kg of gross weight of the shipment in transport. If Customer proves to have incurred damage to the shipment due to late delivery thereof, the Forwarding Agent shall have compensatory obligation up to the total amount of the price for arrangement of transport of the specific packaging delivered late. When the Customer exercises the right to damages with the Forwarding Agent, the Customer (entitled person) is requested to prove in an unambiguous manner not raising doubt using reliable written evidence the scope and amount of the damage incurred.

Customer shall be held fully liable for any damage incurred by the Forwarding Agent or carrier, should the Customer handover for transport a shipment which does not meet, or violates, the requirement arising out of these GTC including any costs incurred in this regard by the Forwarding Agent or carrier. Customer is required to reimburse the Forwarding Agent acting as the carrier for the damages or costs incurred therefrom (e.g. goods disposal) without any undue delay at the latter's request. Neither the Forwarding Agent nor the Authorised Carrier shall be held liable to the entitled persons for damages incurred in connection with transport of shipments which were handed over contrary to the provisions of legal regulations of binding force or these GTC, and such damages are also excluded from the insurance indemnity thereof.

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If the shipment in transport contains goods which are not new (e.g. recycled goods), the Forwarding Agent shall use in damage compensation the so-called depreciation charts for the relevant goods (refer to [www.geis-group.sk](http://www.geis-group.sk)). As regards shipments containing goods sent for repair, the purchase price of such goods entered in the sale document of the goods in transport shall always be reduced by 20% and the applicable depreciation. As regards shipments containing repaired goods sent from repair, the purchase price of the goods will only be reduced by the depreciation based on the depreciation charts.

**Shipment Insurance**

Customer may have the shipment insured based on written agreement with the Forwarding Agent (in such event, the insurance terms and conditions published on [www.geis-group.sk](http://www.geis-group.sk) shall apply). The insurance may also cover a value (price) higher than the Forwarding Agent's liability stipulated in these GTC. The Forwarding Agent shall only insure the shipment if first so agreed with the Customer in writing. In such event, the Price shall be increased by the insurance premium. Customer is requested to declare the insurance value (price) of the shipment in the certificate of acceptance. In the event that the Customer violates these obligations, the Forwarding Agent shall not be requested to arrange the goods insurance. Customer's stating the price (value) of the shipment does not constitute an instruction for shipment insurance for the Forwarding Agent.

If the Customer makes use of data transfer, the method of order placement for this service shall be governed by Article 9 hereof.

**9. Customers Using Data Transfers**

Customer may use Forwarding Agent's IT services. In such event, Customer shall be held liable for submission of data in the Forwarding Agent's IT system. If the data (of the electronic order/shipper's instruction) is not delivered to the Forwarding Agent's IT system, the Forwarding Agent shall not be held liable for the services ordered by the Customer in the electronic form. This provision shall also apply if the Forwarding Agent or the Authorised Carrier was handed over a paper form (order/forwarding instruction) at the time of shipment collection which would state the requirements for Forwarding Agent's services. If the data content (electronic order/forwarding instruction) does not conform to the content of the paper form (order/forwarding instruction), the electronic form of the services ordered shall be given preference.

**10. Personal Data Protection**

Parties agree that Customer may be contacted by the Forwarding Agent or a person authorised by the Forwarding Agent, and be sent information from the Forwarding Agent for the purposes of presentation of a marketing or advertising campaign, business cooperation offer, competition, or query concerning actual cooperation or other notice (including the information of commercial communication by way of e-mail), whether in person, by phone, in writing, electronically, or any other form of contact. Customer gives an express consent to the use of Customer's contact data for the above purposes.

Forwarding Agent agrees to handle the data of the data subjects accepted from the Customer in order to provide transportation or related services, which data is of personal data nature, in compliance with the valid legislation in the area of personal data - Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR") and the Act No. 18/2018 Coll. on personal data protection and on amendments and supplements of certain acts. Forwarding Agent may provide the data to the Forwarding Agent's contractual partners exclusively in connection with fulfilment of contractual obligations in relation to the Customer. More detailed information about the scope of data processing and security of the personal data is available on the Forwarding Agent's web site [www.geis-group.sk](http://www.geis-group.sk).

**11. Customer's Consent**

Customer gives an express consent to the Forwarding Agent's sending electronic invoices in accordance with the provision of Article 71(1)(b) of Act No. 222/2004 Coll. on Value Added Tax as amended in accordance with the terms and conditions set forth hereunder.

The above consents may be revoked by the Customer at any time by way of a written notice delivered to the address of the Forwarding Agent's registered office.

Note: Eventually, if any provision of these GTC is held invalid, such invalidity shall not affect the validity of the entire GTC.

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Geis SK s.r.o., Trňanská 6, 960 01 Zvolen, ID: 31324428, ID for VAT: SK 2020452687  
The company is incorporated with the Companies Register of District Court Bystrica, file No. 2083/S.**

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