
GENERAL TERMS AND CONDITIONS FOR CARRIERS
to the contract for the carriage of goods

Article 1 FUNDAMENTAL PROVISIONS

- 1.1. These General Terms and Conditions for Carriers (hereinafter referred to as "**GTC**") govern the mutual legal relations between **Rainbow Logistics s.r.o.** with its registered office at Komenského 18B, 974 01 Banská Bystrica; Company ID: 47419431 registered in the Commercial Register of the District Court Banská Bystrica, Section: Sro, Insert No.: 24971/S (hereinafter referred to as the "**Client**") and by a natural person or legal entity that is an entrepreneur in the field of providing transport services (hereinafter referred to as the "**Carrier**" and together with the Client as the "**Contracting Parties**"), on the basis of a contract for the carriage of goods concluded between the contracting parties and in accordance with the order for the execution of transport (hereinafter referred to as "**contract for the carriage of goods**"). These GTCs are an integral part of the contract for the transport of goods.
- 1.2. For the purposes of these GTC, the carriage of goods means domestic road transport of a consignment or international road transport of a consignment. Domestic carriage of a consignment means the carriage of goods by road where the place of receipt of the consignment and the envisaged place of delivery are situated in a single State. International transport of a consignment means the carriage of goods by road if the place of receipt of the consignment and the expected place of its delivery lie in two different states, pursuant to the provisions of the Decree of the Minister of Foreign Affairs No. 11/1975 Coll. of 27 November 1974 on the Convention on the Contract for the International Carriage of Goods by Road (hereinafter referred to as the "**CMR Convention**").
- 1.3. Before concluding the transport contract, the carrier undertakes to acquaint itself with these GTC, which apply to all contractual relations between the parties related to the carriage of goods, from the moment of concluding the transport contract until the moment of full fulfillment of all obligations arising or otherwise related to the contracting parties from the concluded transport contract. By concluding the transport contract, the Carrier is bound by these GTC and expresses its consent to them in the form in which the parties conclude the transport contract or in another way, in particular through electronic communication between the contracting parties or in an implied way, i.e. by accepting the Client's order and subsequent implementation of transport.
- 1.4. If there is a separately concluded other contract between the parties for the carriage of goods, these GTC become an integral part of the validly concluded contract. In the event of mutual contradiction of individual arrangements contained in these GTC, contract or order, or even of these contractual documents with dispositive or mandatory provisions of legal regulations, the Carrier takes note of the following order of priorities (1st highest priority, 5th lowest priority):
- 1) mandatory provisions of generally binding legal regulations and the CMR Convention;
 - 2) the provisions of the confirmed order;
 - 3) provisions of a validly concluded contract;
 - 4) the provisions of these GTC;
 - 5) dispositive provisions of generally binding legal regulations;
- where the provisions of a higher priority document take precedence over those of a lower priority document.
- 1.5. The Parties declare that the Transport Rules, Business Terms and Conditions or other contractual arrangements of the Carrier (hereinafter referred to as the "**Carrier's Business Conditions**") apply only if the Client has expressly and in writing accepted that the Carrier's terms and conditions take precedence over the wording of these GTC. Otherwise, these GTC or the provisions of the concluded contract or order take precedence over the wording of the Carrier's terms and conditions.
- 1.6. If these GTC or other valid obligations between the parties stipulate a written form for a certain act, it is considered to have been observed even if the act is performed in electronic form.

Article 2 ORDER OF CARRIAGE

- 2.1. The Contract for the Carriage of Goods is concluded between the parties on the basis of the transport order and its

acceptance by the Carrier. Order means a unilateral legal act of the Client directed towards the Carrier in order to carry out the transport of goods of the consignment by the Carrier (hereinafter collectively referred to as the "**Order**"). The parties agree that electronic form is sufficient to accept the order, either by e-mail with a simple electronic signature, fax, or by sending a scanned paper version of the signed order as an e-mail attachment, or by telephone, if a written or electronic form of the order is subsequently issued within 24 hours, unless the parties agree otherwise. The received (accepted) order is considered an individual draft contract for the carriage of goods.

- 2.2. An order, as a draft contract for the transport of goods, is also considered concluded (tacitly) if the carrier does not explicitly confirm the order to the transport customer, but starts with the execution of the ordered transport and thus brings the vehicle to the place of dispatch (loading).
- 2.3. If the Contract for the Carriage of Goods has been concluded between the parties in the past under these GTC, the order is considered equally duly accepted even in the case if the Carrier does not refuse the order within 60 minutes at the latest (which are calculated within Mon-Fri working hours, from 8:00 to 17:00, holidays and weekends are not included) from the arrival of the order to the sphere of disposition of the Carrier by any form of documentary (letter), electronic or telephone communication. The Parties acknowledge that if the Carrier does not refuse the order according to the previous sentence, the legal presumption applies that the Carrier has unconditionally accepted the transport Customer's order and on the basis thereof undertakes to carry out transport in accordance with the order and these GTC.
- 2.4. After accepting the transport order, the Contract for the Carriage of Goods is considered duly concluded and the Carrier undertakes to carry out the ordered transport for the Client according to the agreed conditions. If the Carrier has confirmed the draft contract of carriage, but with written reservations, amendments, restrictions or other changes, this proposal is a rejection of the original proposal and is considered a new draft of the contract of carriage going from the Carrier to the Client. Only upon unconditional confirmation of the new proposal by the Client will the transport contract be concluded. In the case that the Carrier begins to perform transport before acceptance of the new proposal by the Client according to the previous sentence, the contractual relationship of the contracting parties shall be subject to the original draft of the order and these GTC.
- 2.5. The order placed with the Carrier will contain the following data:
 - 2.5.1. **Identification of the contracting parties**, as well as the person authorized on behalf of the Client to negotiate the transport of the consignment;
 - 2.5.2. **Place(s) of loading and unloading**;
 - 2.5.3. **The date of loading and unloading** and, in the case of time-limited transport, the time period (time specified for the Central European time zone) within which it is possible to present the vehicle at the place of loading and/or unloading (the time organisation of loading/unloading must also take into consideration the possibility of bringing the means of transport to loading/unloading at the latest possible date);
 - 2.5.4. **Identification of the consignment being transported** (in particular type, quantity and, where applicable, dimensions);
 - 2.5.5. **The price of transport (shipping)**, if not stipulated by contract or other agreement of the parties; or
 - 2.5.6. **Individual requirements**, e.g.:
 - 2.5.6.1. the specific type of means of transport required,
 - 2.5.6.2. number of crew members of the means of transport
 - 2.5.6.3. storage of the consignment transported,
 - 2.5.6.4. shipment insurance, specifying the risks to be insured and the total amount of insurance cover, cash on delivery,
 - 2.5.6.5. use of a second conductor / driver,
 - 2.5.6.6. minimum and maximum temperature in the transport area,
 - 2.5.6.7. etc.
- 2.6. If special documents are required to carry out the transport of goods, the Client is obliged to hand them over to the Carrier at the latest together with the handover of the consignment for transport.
- 2.7. Upon acceptance of the order, the Carrier undertakes to submit to the Client its authorization to carry out carriage according to the order, in particular by submitting a valid business license for the provision of road freight transport services and/or other relevant document issued by the competent authority for the benefit of the Carrier.
- 2.8. The Carrier undertakes to ensure that the person accepting the Client's order is duly authorized, authorized or

authorized by the Carrier to conclude the contract for the carriage of goods. In the event of falsity of this statement, the Carrier is liable for all possible damages that arose due to the invalid conclusion of this contract or invalidly agreed terms and conditions based on the order. At the same time, the person communicating on behalf of the Carrier within the meaning of the previous sentence declares that if the Carrier, on behalf of which it acts, fails to pay the monetary obligation arising from these accepted GTC, it will pay it as guarantor.

- 2.9. The parties are bound by the concluded framework or individual contract for the transport of goods and are not entitled to unilaterally cancel it, unless the framework or individual contract for the transport of goods, these GTC or generally binding legal regulation provides otherwise.
- 2.10. An individual contract for the carriage of goods, which arises on the basis of the order and these GTC, enters into force at the moment of its creation and a definite period of time is concluded, until the moment of fulfilment of the subject of the contract by the Carrier. Such a contract may be terminated either by written agreement of the parties or by unilateral withdrawal of the Client from the contract on the following grounds:
- 2.10.1. The carrier is bankrupt in accordance with § 3 of Act no. 7/2005 Coll. or the Carrier is subject to bankruptcy or restructuring proceedings;
- 2.10.2. The carrier has committed a breach of the GTC, such as:
- 2.10.2.1. intentional damage to the property of the Client or its customers or third parties, or if there is a risk of damage as a result of negligence of the Carrier and/or damage to the reputation of the Client (inappropriate behaviour of drivers, etc.);
- 2.10.2.2. any of the Carrier's representations and warranties under the GTC prove to be false at the time of conclusion of the contract, or the Carrier will not comply with them at the time after the conclusion of the contract;
- 2.10.2.3. gross or repeated breach of obligations set by the GTC or within the framework of special transport orders,
- 2.10.2.4. substantial delay in payment of due receivables of the Client (at least 60 days);
- 2.10.3. The Carrier is in arrears with the payment of social or health insurance contributions or has not provided evidence to the contrary within 3 days at the Customer's request;
- 2.10.4. The Carrier fails to pay wages to its employees in accordance with generally binding legal regulations or violates the prohibition of illegal employment;
- 2.10.5. The Carrier or its agent has committed an offence in connection with the conduct of the Carrier's business;

Article 3 WAYBILL / CMR

- 3.1. The proof of conclusion of the contract for the carriage of goods is in particular, but not exclusively, the consignment note / waybill or CMR consignment note. The waybill is drawn up in at least three original copies, which must contain the stamp and signature of both the Customer and the Carrier. One copy of the consignment note is for the Client, one for the Carrier and one accompanies the consignment during transport and is handed over to the consignee of the consignment.
- 3.2. The Carrier is not entitled to state other identification and/or contact details of the Carrier on the CMR sheet such as business name, registered office and identification number, and at the same time it is not entitled to include other information and notes that are not part of the particulars of the consignment note according to the CMR Convention and/or do not result from the agreement of the contracting parties. If the consignment note is missing, is deficient, or is lost, this does not affect in any way the existence or validity of the concluded contract for the transport of goods or these GTC.
- 3.3. If it is necessary to load a shipment onto several vehicles, or if different types or separate parts of the shipment are involved, the Sender or Carrier has the right to request the issuance of as many waybills, how many vehicles are to be used, or how many types or separate parts of the shipment are to be loaded.
- 3.4. The Carrier hereby undertakes to provide the Client with one copy of the confirmed CMR consignment note and/or delivery note with the stamp and signature of the sender, carrier and consignee of the consignment, without delay, but no later than 24 hours after delivery of the consignment to the consignee.

Article 4 SUBJECT OF THE CONTRACT AND REMUNERATION

- 4.1. By the contract for the carriage of goods, the Carrier undertakes, without the need for any further confirmation, on the basis of and in accordance with the order, to transport the item (consignment) from a certain place (place of dispatch) to other certain place (place of destination), by appropriate means of transport and appropriate personnel, according to the conditions and standards (requirements) defined in the order, these GTC, the contract and also in accordance with the relevant legal regulations. The Client undertakes to pay the Carrier a fee for the proper performance of transport (transport fee) in the amount specified in the order and under the conditions determined by agreement of the parties and/or these GTC. Breach of the obligation under the previous point is considered in particular, but not exclusively, failure to meet the deadline for loading and/or unloading with the transported item as well as non-compliance with the conditions and criteria according to the order.
- 4.2. The Carrier is entitled to transport fee in the amount specified in the order at the earliest after proper and timely performance of the transport to the destination, but no later than on the due date of the transport fee determined according to the point 4.3 GTC.
- 4.3. The due date of the transport fee is specified in the order. If the due date of the transport fee is not specified in the order, the due period is valid within 60 days from the delivery of the invoice for the transport of the item together with attachments (hereinafter referred to as the "invoice to the Client").
- 4.4. The Carrier is entitled to issue and deliver the invoice only after / or at the same time when fulfilling the obligation under point 2.7., point 3.4. and point 6.6. GTC. The parties agree that the Carrier may, in derogation from the previous sentence, require immediate payment of the invoice for the carriage of goods only if the obligations of the point 2.7., point 3.4. and point 6.6. GTC have been fulfilled and at the same time provided that the invoice for immediate payment is reduced by -5% of the original transport price stated in the order.
- 4.5. The Carrier is obliged to send the invoice together with all documents (in particular, but not exclusively, the original CMR, the confirmed delivery note from the unloading of the goods and the copy of the order signed by both contracting parties) to the Client within 14 calendar days after proper delivery of the goods to the destination according to the order and fulfilment of the obligations under the previous point. If the invoice with attachments is not delivered in accordance with tax regulations, with the actual condition or in a legible and acceptable form, the Carrier is obliged to correct the invoice and send it again to the Client. The due date of the invoice is calculated only from the date of receipt of the correct invoice and attachments.
- 4.6. The parties agree that all invoices and attachments may be produced in proper and legible electronic form and delivered by e-mail to the e-mail address: einvoice@rainbow-logistics.eu. At the request of the Client, the Carrier undertakes to provide a written original invoice and its annexes / transport documents required by the GTC.
- 4.7. The Carrier's remuneration for the carriage of the transport according to the order already includes all fees and costs of the Carrier, as well as the Carrier's costs for any waiting for loading and/or unloading of goods within 24 hours. If the delay according to the previous sentence exceeds more than 24 hours, the Carrier is entitled to claim waiting (so-called demurrage) in the amount of plausibly and demonstrably incurred damage, but not more than EUR 100 per whole day (24 hours).
- 4.8. In the event that it is reasonable to assume that improper fulfilment of the transport order or any other breach of the provisions of this contract (e.g. representations and warranties) will lead (certainly or probably) to the occurrence of any financial or other claims of the Client or its customers against the Carrier (damage to the consignment, damage/loss due to late delivery, etc.), the Client is entitled to withhold payment of the transport remuneration until such claims have been settled, no later than 60 days from the due date of the specific invoice. The exercise of the Client's right set out in this point must be made in writing. The period during which the Client exercises its right to withhold payment of the remuneration shall not be considered as the Client's delay in paying the remuneration.
- 4.9. The parties expressly agree that if the Carrier does not transport the goods properly and on time according to the order, he is not entitled to remuneration (even partial) and therefore his invoice for the transport of goods will not be accepted by the Client. Due to such insufficiently performed transport of goods, the Carrier ceases to have a legally enforceable claim for remuneration against the Client. The Carrier expressly agrees to the above procedure.

Article 5 RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

- 5.1. The Carrier is responsible for the proper execution of the ordered transports. In view of the above, it is obliged to

maintain all vehicles in good technical condition, properly equipped for the safe and timely execution of ordered transports and is also obliged to provide properly trained and prepared personnel. The Carrier is also obliged to consider all circumstances that should be taken into account when planning the transport route in order to comply with the conditions and dates of the ordered transports.

- 5.2. When performing the subject of this contract, the Carrier undertakes to make all necessary efforts in order to ensure the highest quality and timely transport and perform other necessary actions. When performing the subject matter of this Agreement, the Carrier undertakes to proceed in accordance with the interests of the Client known to him.
- 5.3. The Carrier undertakes to perform this contract personally. The use of the subcontractor is subject to the prior written consent of the Client and the fulfilment of the conditions specified in point 7.2. GTC. In case of using a subcontractor, the Carrier is responsible for the performance of the subject matter of the contract as if acting alone. In case of violation of this point, the Carrier undertakes to pay a contractual penalty in the amount of EUR 50,000.
- 5.4. During the entire transport performed, the Carrier is obliged not to leave the vehicle unattended and to park exclusively in safe, reserved guarded parking lots monitored by a camera system. The Carrier may park the semi-trailer or swap body / trailers only in the guarded area in the ferry / railway terminal. Damage incurred on the transport as a result of breach of the Carrier's obligation under this point of the GTC will be considered a breach of obligations and the Carrier will be obliged to compensate the Client for the damage incurred in its entirety.
- 5.5. The Carrier undertakes, without prior written consent of the Client, to refrain from using intermodal transport for the implementation of obligations under the transfer contract.
- 5.6. The Parties agree on the exclusivity of carrying out transport in such a way that the Carrier shall refrain from transporting the Client's consignments together with those of other senders in order to avoid creating the impression that the carriage is organized by a person other than the Client.
- 5.7. The Client is entitled to unilaterally set off its undue receivables against the Carrier's receivables (e.g. for remuneration or other monetary payment). The Carrier is not entitled to assign its claims against the Client to any third parties.
- 5.8. Without the prior written consent of the Client, the Carrier is not entitled to dispose of the consignment in any way, in particular, use it, or allow its use to a third party.
- 5.9. In the event of an accident or Carrier's vehicle being seized or any other obstacle preventing the proper implementation of the transport or completion of the transport by the agreed vehicle, the Carrier is obliged to provide another vehicle of similar parameters without delay at its own expense. In the event of failure to comply with this obligation, all costs incurred by the Client related to the replacing of seized vehicle by another vehicle shall be charged to the Carrier and the Carrier shall be obliged to fully reimburse the Client for the costs incurred in its entirety.
- 5.10. The Carrier undertakes by its actions to always maintain the good reputation of the Client. In the event that the Carrier arranges the transport of a consignment through a third party with the consent of the Client, it undertakes to preserve its reputation as well as the reputation of the Client.
- 5.11. The Carrier is obliged to properly and timely fulfil all its obligations arising from the valid wording of the European Mobility Package, including in particular, but not exclusively, Regulation (EU) 2020/1054 and Directives (EU) 2020/1057, while complying with the obligations under the MiLoG minimum wage law, the Loi Macron minimum wage law and the LSD-BG minimum wage law. The Carrier undertakes to comply with the obligations regarding driving times, rest, cabotage, return of vehicles, as well as compliance with the minimum wage in the respective countries. In case of violation of any of these regulations, the Carrier bears full responsibility for any penalties, damages or claims of third parties. The Carrier is also obliged, at the Client's request, to prove the fulfilment of these obligations and to ensure that third parties or other carriers it uses also comply with these regulations. In the event of the occurrence or assertion of any claims of third parties against the Client arising due to a breach of this paragraph, the Carrier is obliged to satisfy these claims of third parties in their entirety itself or to the Client in the form of a regression claim. The Carrier also has this obligation expressly against claims of social insurance authorities, tax authorities as well as other bodies competent to check compliance with the laws in question. Breach of obligations by a third party does not relieve the Carrier of its liability under this point of the GTC.
- 5.12. The Carrier is also obliged to inform the Client about the loading, customs clearance and unloading of the consignment. After unloading the consignment, the Carrier is obliged to notify the Client of this fact, without delay, no later than one hour after its completion. If any problems arise during the unloading of the consignment, the Carrier is obliged to inform the Client immediately.

- 5.13. The Carrier is obliged, at the Client's request, to fully and truthfully provide the Client with information on the performance of the transport contract, in particular on where the transport is currently located. If contact persons are specified in the header of the transfer contract or other relevant documentation between the parties, the Carrier is obliged to provide the information under this paragraph to the Client through the specified contact persons (including by telephone).
- 5.14. The Carrier is obliged to provide the Client with a telephone contact for the driver who performs the transport at any time during the transport of the consignment, ensuring that the Carrier's driver is available at the provided contact at any time during the entire period of transport of the consignment.
- 5.15. The Client is entitled to require the Carrier to interrupt the carriage of the item and return the transport to him or to dispose of it in another way, until the Carrier has delivered the carriage to the recipient.
- 5.16. The Carrier undertakes to comply with all instructions and/or procedures related to the neutralization of transport at the request of the Client and/or if it follows from the order. In this regard, the contracting parties declare that they are familiar with the business practice referred to as neutralization of transport or neutralization of documents during the transport of goods, i.e. the procedure of the Carrier in handling documents in such a way that the final customer (consignee) does not know where the transported goods come from. For such purposes, the loading documents shall be kept by the Carrier and the relevant dispatcher of the Client (freight forwarder) shall send him the new documents necessary for unloading the goods. In the transport neutralization procedures, the Carrier is obliged to present to the consignee only new documents when unloading the goods, which he fills himself according to the instructions of the freight forwarder. In case of violation of this point, the carrier separately undertakes to pay a contractual penalty in the amount of EUR 20,000.

Article 6 OBLIGATIONS OF CARRIER DRIVERS

- 6.1. For the performance of this contract, the Carrier will only use technically qualified drivers with good physical and mental health and suitable character for such work with a good knowledge of a foreign language (fluently speaking, writing and reading). All drivers must be regularly trained on the basis of the relevant legislation. Upon request, the Carrier shall provide the Client with a scan of the driver's qualification card or driver's licenses of all drivers intended for carrying out transports or other documents, confirmations or permits necessary for the transport to be carried out.
- 6.2. The representatives of the Carrier (drivers) represent the Client and therefore the Carrier is obliged to ensure that they behave appropriately and with caution on the road, as well as towards the Clients and recipients at their discretion. Drivers must maintain a sleek appearance and treat customers in a respectful manner. The external appearance of the used vehicles must be clean and the vehicles must be adequately prepared for meeting the Clients' customers. The Carrier undertakes to ensure that the drivers comply with the special regulations of the Client or the recipient of the consignment for behaviour in the premises of the Clients' or the recipient's business area. The Carrier acknowledges that at chemical plants, without exception, it is forbidden to smoke on the territory of the entire site, including the driver's cab.
- 6.3. The Carrier and its representatives (especially drivers or other personnel involved in the implementation of this contract) are obliged, in addition to these GTC and the contract, to follow the instructions of the Client or its authorized representatives. If such instructions cannot be fulfilled or their fulfilment would be contrary to law, the Carrier is obliged to inform the Client without undue delay and is obliged to refrain from executing such orders/instructions. The parties agree that in the case of CMR transports, it is not necessary for the Client's instructions to be binding on the Carrier that they are noted in the CMR consignment note.
- 6.4. The Carrier shall immediately notify the Client of the unsuitability of the given instructions, which the Carrier has discovered or should have discovered in the performance of its obligations under this Agreement, as well as any other circumstances that may affect the interest of the Client. The Carrier is responsible for carrying out the given instructions if he was aware of their unsuitability without immediately notifying the Client. The Carrier does not need to comply with the Client's instructions only in emergency situations if such non-compliance is in the Client's interest and the Carrier cannot obtain the Client's prior consent in time.
- 6.5. At loading place, upon receipt of the transport, the Carrier will check:
 - 6.5.1. the accuracy of the consignment note and transport order data regarding the number of packages and/or pallets, their weight, marks and numbers,

6.5.2. the apparent condition of the load and its packaging and also the seal if the seal is to be used.

If any discrepancies or differences are found, the Carrier shall immediately notify the Client for further instructions, stating concise and legible reservations in the transport documents, capturing the principle of such discrepancy / difference. The Carrier is also obliged to check the address of the place of destination (unloading) stated in the waybill and, in case of disagreement with the address stated in the order, immediately inform the Client.

6.6. The carrier is obliged to record the findings according to the point 6.5.2 and the state of the vehicle, including by means of a photograph, to the extent of at least:

6.6.1. 2x photograph of both sides of the trailer showing the condition of its tilt (possible holes and/or teared tilt)

6.6.2. 3x photograph of the load, or more in case of discrepancies,

6.6.3. 1x photograph of consignment and how it is secured in trailer, and

6.6.4. 1x photo of the seal, if the trailer is also closed with the use of a seal.

6.7. When delivering the consignment at the unloading place, the Carrier shall get the confirmation by the consignee on the consignment note without delay (date and signature, name in capital letters) in order to document the delivery. Any reservations and complaints from the consignee must be filled in in the appropriate fields on the transport documents. Carrier is obliged to inspect the consignment at the place of delivery in the manner specified in point 6.5. GTC, also using a camera (photos as by point 6.6. GTC)

6.8. The Carrier is obliged to immediately report accidents, damage to goods, obstacles to delivery, problems with the replacement of transport units, identifiable delays in delivery, or other problems to the Client.

6.9. Drivers who are employed for the purpose of fulfilling this contract must comply with all security measures (identity checks, premises monitored by cameras, etc.) adopted by the Client's customers.

Article 7 REPRESENTATIONS AND GUARANTEES

7.1. The Carrier hereby declares with effect to the past, present and future that he/she:

7.1.1. *refrains from any action which could be judged as an infringement of criminal law;*

7.1.2. *complied, complies and will comply with all legal requirements set forth in the relevant national laws (of all countries where it will provide services under this contract), as well as EU legislation and/or international conventions that have applied, are or will apply to the Carrier in connection with (i) employment (ii) engaging persons for the purpose of carrying out its business or other activity, as well as in connection with (iii) the actual exercise of his business activity (transport, and in particular the transport of dangerous goods);*

7.1.3. *employed, employs and will employ all its employees legally in accordance with the relevant legislation, having fulfilled all reports and other obligations in a proper and timely manner in relation to the competent social security authorities;*

7.1.4. *had, has and/or will continue to have a proper business relationship with persons who were not, are not and/or will not be employed by Carrier and these persons have held, hold and/or will hold all the relevant and valid permits necessary to carry out the activity concerned throughout the cooperation duration;*

7.1.5. *in the case of cross-border deliveries, meets all wage and other requirements of employees arising from the relevant national legislation of the place of posting applicable to the posting; and at the same time fulfils all other obligations under the relevant legislation relating to the posting (notification, registration obligations towards the authorities of the given state, obligation to appoint a service agent, etc.);*

7.1.6. *the persons whom he/she has used, uses and/or will use to perform / exercise the business activities has granted /have and will be granted all required valid permits for residence and relevant work in the State in which he/she used, uses or will use for such business activities;*

7.1.7. *is familiar with the wording of relevant legal regulations relating to the employment of persons and their posting for the purpose of providing services at work (in the case of Slovak legislation, in particular with the wording of Act No. 311/2001 Coll. Labour Code, and Act No. 82/2005 Coll. on Illegal Work and in accordance with the Minimum Wage Act in force in the Federal Republic of Germany (Gesetz zur Regelung eines allgemeinen Mindestlohns (Mindestlohngesetz – MiLoG) (hereinafter referred to as the "Minimum Wage Act" MiLoG)), in accordance with the Minimum Wage Law in force in the French Republic (Loi Macron) (hereinafter referred to as the "Loi Macron Minimum Wage Law") and the Minimum Wage Law in force in Austria (Lohn und Sozialdumping-Bekämpfungsgesetz: LSD-BG) (hereinafter referred to as the "LSD-BG Minimum Wage*

Law") and the regulations of the European Mobility Package, including in particular, but not exclusively, Regulation (EU) 2020/1054 and Directive (EU) 2020/1057).

- 7.1.8. refrains from any act or omission as a result of which any damage could be caused to the Client;
 - 7.1.9. at the request of the Client and without delay (to the extent and in the manner stipulated by applicable law), keep the Client without detriment, defend/indemnify and/or compensate (before/from) any financial or other damage, costs, liability and other claims incurred or are just to be incurred to the Client as a result of non-compliance with any legal requirements applicable to the Carrier or its agents/representatives (in particular the prohibition of illegal employment, and fulfilment of all obligations related to the posting of employees for the purpose of providing services, works, goods; and the obligation to pay wages under the legislation; etc.)
 - 7.1.10. informs the Client without any delay (max. within 5 days from the occurrence of the relevant fact) the initiation and final outcome of any administrative proceedings for the imposition of a fine against him in the field of labour law, e.g. for violation of the prohibition of illegal employment, for failure to fulfil obligations related to cross-border posting of employees, or for non-payment of wages, etc.; or in criminal matters;
 - 7.1.11. shall proceed in accordance with the rules of good manners in communicating with the Client, with third parties, but especially business partners of the Client, while threatening and blackmailing the Client and/or Client's business partners shall definitely not be considered polite behaviour;
 - 7.1.12. provide the Client with all necessary cooperation in connection with verifying the accuracy of the above statements and guarantees (including the provision of documents and/or personal data of employees or other engaged persons);
- (hereinafter collectively referred to as "**representations and warranties**").

- 7.2. The Carrier is obliged to ensure that its business partners (subcontractors) contractually undertake to fulfill the declarations and warranties at least to the extent specified in point 7.1. GTC. The Carrier is responsible for ensuring that all its agents (employees, business partners – subcontractors, employment agencies, etc.) who have been entrusted with participating in the performance will perform the contract act in accordance with all the declarations and guarantees mentioned in point 7.1. GTC. The acceptance of contractual obligations by the Carrier's subcontractors in accordance with this clause is an additional condition for the Carrier to be able to perform the contract through subcontractors, provided that the Client has given prior written consent to the use of subcontractors. The Carrier is obliged to bind its subcontractors to fulfil those obligations contained in point 6.1 that may be required of them according to the circumstances of the case, even if they are not involved in the performance of this contract (in particular compliance with the prohibition of illegal employment).

Article 8 PERMITS AND INSURANCE

- 8.1. The Carrier is obliged to have proper permits to carry out the transport and related services under this contract and to maintain such authorizations valid throughout the duration of this contract. The Carrier is obliged to immediately inform the Client in case of loss of any permit (for any reason, expiration, refused renewal, etc.). If there is a reasonable assumption that the permit will be lost, the Carrier is obliged to inform the Client in advance of such risk, if possible.
- 8.2. The Carrier hereby declares that it has been granted all official/official permits necessary for the proper performance of this contract (driving licences, residence permit of its personnel, etc.).
- 8.3. The Carrier is obliged, at its own expense, to conclude and maintain for the duration of this contract:
 - 8.3.1. **road freight carrier liability insurance** – covering damage to cargo, as well as other damages, injuries, loss of property, life and/or health for which the Carrier is responsible,
 - 8.3.2. **consignment insurance** – covering damages for which the Carrier is not usually responsible (vis maior, etc.);
 - 8.3.3. **compulsory contractual insurance** of all vehicles used in the performance of this contract – covering damage/injury/loss of life/health/property caused by the use of the vehicle.These insurances must cover the total liability of the Carrier, and in the case of carriage under the CMR Convention, the insurance must cover the liability of the Carrier in the amount of at least 10 SDRs/kg of total cargo weight.
- 8.4. The Carrier is obliged to provide the Client with insurance certificates without undue delay whenever the Client requests so.

- 8.5. In the case of ADR transport of dangerous goods, the Carrier undertakes to take out the relevant additional insurance for ADR transport before taking over the goods for transport.

Article 9 TECHNICAL CONDITION OF VEHICLES

- 9.1. Vehicles must be suitably prepared for the execution of each transport order and must be in good condition (from a technical point of view and from a design point of view) and comply with the conditions stated by law. In particular, they must be undamaged, clean, smoke-free, dry, the storage compartment must be well swept and have all the accessories required by the applicable toll regulations, as well as a mobile device equipped with a high-resolution camera. In this context, the Carrier undertakes to submit to the Client a hygienic plan and a plan for cleaning the vehicle and semi-trailer.
- 9.2. Each vehicle of the Carrier must have as mandatory equipment a sufficiently equipped vehicle and suitable load securing devices, in particular, but not exclusively:
- 9.2.1. sets of adjustable harness belts for each loading meter of the vehicle,
 - 9.2.2. straps with acceptable traction of at least 2500 daN,
 - 9.2.3. hooks with a preload of 250 daN or greater,
 - 9.2.4. sufficient number (min. 12x) of edge protectors,
 - 9.2.5. sufficient number (min. 4x) tension slats,
 - 9.2.6. anti-slip mats,
 - 9.2.7. protective clothing and gear for the driver,
 - 9.2.8. as well as other equipment required by the Customer.
- In the event of non-compliance of the actual condition with the obligation under this paragraph, the Client is entitled either to allow the Carrier to purchase this equipment from the Client (if such equipment is available to the Client) or to exclude the vehicle from the performance of the transport order.
- 9.3. The Carrier is obliged to continuously reduce the emissions of its fleet (CO₂ and noise) and at the same time is obliged to submit an annual statement of fulfilment of this obligation to the Client.
- 9.4. If the vehicles are used for ADR transport of dangerous goods, the Carrier is obliged to provide the necessary equipment and tools together with the vehicle, as well as suitably trained and authorized personnel for the transport of dangerous goods. At the same time, the Carrier undertakes to provide the Client, upon request, with copies of training certificates of all drivers, especially for ADR purposes, or other confirmations necessary for the performance of the relevant transport.

Article 10 SPECIAL ARRANGEMENTS

- 10.1. Legal relations established by a contract of carriage 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 referred to as "**CMR Convention**"), if its competence is given in accordance with the provisions of Article 1(1) to (4) of the CMR Convention and, in the alternative, by Act No. 513/1991 Coll. Commercial Code, as amended (hereinafter referred to as "**Commercial Code**") and these GTC of the Client. In cases where it is not possible to apply the provisions of the CMR Convention to a specific legal act or legal fact, legal matters between the contracting parties are governed by the provisions of the Commercial Code, other legal regulations of the Slovak Republic and these GTC of the Client according to the hierarchy specified in point 1.4. **GTC**.
- 10.2. Any disputes incurred between the Carrier and the Client arising from the concluded transport contract shall be attempted by the parties to resolve primarily by out-of-court means. In the event of a dispute arising in connection with this contract, the competent courts of the Slovak Republic shall have jurisdiction according to the place of registered office of the Client at the time of initiation of court proceedings.
- 10.3. For legal relationships established by the transport contract and these GTC, the application of the provisions of § 628 of Act no. 513/1991 Coll. (Commercial Code) is specifically excluded and the Carrier is not entitled to a retention to the goods transported according to the order.
- 10.4. Strikes and lockouts in the Carrier's company do not constitute vis maior (force majeure).
- 10.5. Where a written form of action is required, the form of an e-mail is sufficient, except for legal acts amending or

terminating this Agreement, which must be printed and signed by the acting person indicating the function and as such may be scanned and sent from the e-mail address to the e-mail address of the person in charge of contractual matters.

- 10.6. The Client declares that all personal data of the Carrier – as a person, or members of the statutory bodies of the Carrier, contact persons of the Carrier, 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 the Client processes in connection with the transport contract, with which it comes into contact in the performance of its activities under this contract, are considered strictly confidential and are handled in accordance with valid legislation in the field of personal data protection, in particular in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27.4.2016 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 (hereinafter referred to as the "**GDPR Regulation**") and Act no. 18/2018 Coll. on the protection of personal data, as amended (hereinafter referred to as the "**Personal Data Protection Act**").
- 10.7. All information about the Client or its customers or business partners that the Carrier learns, as well as contractual documentation (contract, GTC, transport orders, invoices, delivery notes, etc.) are considered confidential and may not be disclosed to third parties without the prior written consent of the Client, unless the Carrier is obliged to disclose confidential information under generally binding legal regulations. The carrier is obliged to keep this information and protect it from disclosure to third parties as if it were its own confidential data. The carrier is bound by the obligations under this article of the GTC during the entire duration of the transfer contract and also after its termination without any time limit.
- 10.8. Information on the processing of personal data and their rights arising from the relevant legislation is provided by the Client for all data subjects through information in the **Privacy Policy** continuously available on the Client's website <https://www.rainbow-logistics.eu/>. The Carrier declares that it has read the document **Privacy Policy in its entirety** and that it has understood it.
- 10.9. The contracting parties declare that they have instructed their employees as well as other persons authorized to handle the personal data of data subjects in accordance with the GDPR Regulation and the Personal Data Protection Act on their obligations, in particular the obligation to maintain confidentiality about personal data.
- 10.10. The Carrier specifically undertakes not to contact the Client's customer beyond the obligations under the transfer contract. In case of violation of this point, the Carrier undertakes to pay a contractual penalty in the amount of EUR 50,000.
- 10.11. The Contracting Parties undertake to cooperate with each other, in particular to pass on to each other the knowledge and information necessary to achieve the subject of the transport contract. The Parties are obliged to provide all information in written, oral or e-mail form in such a way as to preserve the confidentiality of the information.
- 10.12. The disclosure of confidential information shall not be considered a breach of the obligation of confidentiality if provided to: an authorized public authority on the basis of a decision or other procedural act; (ii) Subcontractors and other persons authorized by persons for the purpose of carrying out the transport or fulfilling other obligations under the transport contract; (iii) third parties, provided that it is necessary for the performance of obligations or the exercise of the rights and legitimate interests of the contracting parties and to the extent necessary for such fulfilment of obligations or exercise of rights and legitimate interests (e.g. auditors, tax and legal advisers, etc.). In the event of a breach of this point, the carrier specifically undertakes to pay a contractual penalty in the amount of EUR 50,000

Article 11 LIABILITY FOR DAMAGE AND SECURING LIABILITIES

- 11.1. The Parties agree that the Carrier is liable, to the extent of the carrier's legal liability, for damage to the consignment incurred after taking it over at the place of loading (place of departure) until the moment of handover of the consignment at the place of unloading to a consignee (place of delivery/destination).
- 11.2. The Carrier is obliged to immediately inform the Client about the risk of damage, the risk of delay with transport, as well as other circumstances affecting the proper performance of the transfer contract by the Carrier.
- 11.3. In the event of damage, the Carrier is obliged to take the necessary measures and take the necessary professional care to keep the damage as small as possible and immediately inform the Client.
- 11.4. In the event that the se is threatened with any damage, the Carrier is obliged, at the request of the Client, to

immediately provide a telephone contact to the driver who performs transport for the Carrier.

- 11.5. The Carrier acknowledges that in the event of a breach of any obligation or falsity of the Carrier's statements and warranties under these GTC, its actions or omissions may become the subject of litigation and the damage incurred may be recovered in court for each and every breach of any of its obligations or the falsity of its statements and guarantees.
- 11.6. The carrier acknowledges that failure to comply with the obligations specified in the points: **2.7., 5.1., 5.3., 5.4., 5.6., 5.15., 6.1., 6.5., 8.1., 9.1. and/or 11.2. GTC** on the part of the Carrier will be taken as **negligence and the Client shall be entitled to claim full damages against the Carrier.**
- 11.7. **The Carrier is obliged to pay the Client a contractual penalty in the amount of 30% of the transport price in case of breach of obligations or falsity of statements and guarantees specified in points: 2.3., 2.7., 3.2., 3.4., 4.1., 5.1., 5.4., 5.6., 5.8., 5.12., 5.13., 5.14., 6.1., 6.2., 6.5., 6.6., 6.8., 7.1., 8.1., 8.3., 8.4., 9.1., 9.2., 11.2. and/or 11.4. GTC, for each violation individually and/or repeatedly.**
- 11.8. The obligations laid down in this contract must be fulfilled even after payment of a contractual penalty for their breach.
- 11.9. The Client's right to compensation for damage is not affected by the contractual penalty arrangement under this Article of the GTC.
- 11.10. The contracting parties shall not be liable for injury or breach of contractual obligations as a result of **cases of vis maior (force majeure)** which, even with due diligence, could not have been foreseen and averted by the obligated contracting party. The following are considered cases of force majeure, in particular, but not exclusively: fire, floods, earthquakes and other natural disasters, wars, unexpected intervention by public authorities, civil unrest, uprisings, terrorist attacks, storms, embargoes, failure or other limitation of information and management systems due to hacking attacks, epidemic/pandemic (COVID-19) or other objective facts, or any other similar facts that cannot be foreseen, or turned away. The Contracting Parties shall inform themselves without undue delay as soon as possible of cases of force majeure which have occurred or are imminent. After the removal of force majeure obstacles, the contracting parties are obliged to provide each other with the necessary assistance to continue fulfilling the obligation in question.

Article 12 FINAL PROVISIONS

- 12.1. These GTCs are valid from **01.06.2024**. All amendments and additions to these GTC are valid on the day of their publication and availability on the Client's website, respectively under the conditions set out in point 12.4. GTC.
- 12.2. These GTC are drafted in the Slovak language and, if necessary, for cross-border contractual cooperation also in another foreign language, with all language versions being legally equivalent. In case of ambiguity or contradictory interpretation of the provisions of these GTC in Slovak and another foreign language, the commercial and contractual relations between the Client and the Carrier shall be governed by the Slovak language version of the GTC.
- 12.3. The GTC form an integral part of each Client's order for the transport of goods. The Carrier declares that it has properly acquainted itself with the content of the GTC before accepting the order, has fully understood them and unreservedly agrees with them, which it confirms by accepting the order.
- 12.4. The Parties expressly agree that the Client is entitled to unilaterally change the GTC. The Client shall publish the amended GTC on its website and deliver to the Carrier a notification of their change if the change occurs during the contractual relationship with the Carrier; the new version of the GTC will be attached to such notification. The amendment of these GTC may not take effect less than 3 days after receipt of the notification according to the previous sentence. If the Carrier does not agree with the change of the GTC, it has the right to immediately withdraw from this contract in writing and deliver the written withdrawal to the Client no later than the day before the effective date of the change of GTC. If the Carrier does not withdraw from this contract in accordance with the previous sentence, the Carrier is deemed to agree with the change of the GTC, and the GTC in the new wording will fully replace the GTC in its original wording, which form part of this contract.
- 12.5. Each provision of these GTC shall be interpreted in such a way as to be valid, effective, binding and enforceable under the laws of the Slovak Republic to the fullest extent possible. If any provision of these GTC is or becomes invalid, ineffective or unenforceable, this shall not affect the validity, effectiveness or enforceability of the other provisions of these GTC, unless the very nature of such provision precludes it under the laws of the Slovak Republic. After the parties discover that any provision of this Agreement or any part thereof is invalid, the parties are obliged to



Rainbow Logistics s.r.o.

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dept.: Sro

replace the invalid, ineffective and/or unenforceable provision of this Agreement or its part without undue delay with a new provision that respects the purpose of the original and agreed upon provision of this Agreement.