



**General Business Terms and Conditions of the company Chemko, a. s. Slovakia, Mlynské nivy 10, 821 09 Bratislava
regarding
FORWARDING CONTRACT**

Article I.

Subject-Matter and Purpose of the General Business Terms and Conditions

1. These General Business Terms and Conditions (hereinafter referred to as "GBTC") apply to all contracts concluded by the company Chemko, a. s. Slovakia (hereinafter referred to as "Client") for the purpose of transportation of the goods by the national and/or international road transport. Application of general conditions of the other Contracting Party (hereinafter referred to as "Forwarder/Carrier") or any other business conditions is hereby explicitly excluded, unless otherwise agreed in writing by the Contracting Parties.
2. For the purpose of these GBTC, the Contracting Parties shall mean the Client and the Forwarder/Carrier.

Article II.

Conclusion of the Contract

1. In the meaning of these General Business Terms and Conditions a contract shall be regarded as concluded:
 - 1.1 on the date when the written copy of the contract is signed by both Contracting Parties, or
 - 1.2 on the date when a written confirmation by the Forwarder/Carrier, in which the Forwarder/Carrier accepts the conditions proposed by the Client in the Order and in these GBTC, is delivered. A written form shall be maintained also in case of a delivered fax or e-mail message.
2. In case of the procedure specified in section 1.2 hereof, the Forwarder/Carrier is obliged to return to the Client a signed copy of the Order within the deadline defined by the Forwarder/Carrier, whereas the confirmed Order shall be accompanied with a document on registration of the Forwarder/Carrier in the Commercial Register, in the Register of Trade Licenses, or in any other register, not older than 3 months. Forwarder/Carrier is also obliged to inform the Client without any delay about any and all changes of their data which are recorded in the above-mentioned registers; otherwise the Forwarder/Carrier shall be held responsible for any and all costs incurred to the Client in connection with the aforesaid.
3. Failure to deliver a confirmed Order back to the Client within the determined deadline shall mean that the Forwarder did not accept the Order. After expiry of the deadline, the Client is no longer obliged by their Order.

Article III.

Transport Conditions

1. The goods are transported by the Forwarder/Carrier upon a contract concluded with the Client, or upon delivery of a written confirmation of the Forwarder/Carrier, by which the Forwarder/Carrier accepts the conditions proposed by the Client in the Order and in these GBTC.
2. Client's written Order, under section 1. Of this Article, in connection with a written confirmation of the Forwarder/Carrier shall contain particularly, but not limited to the following:
 - 2.1 place of loading specification,
 - 2.2 place of unloading specification,
 - 2.3 loading/unloading time schedule
 - 2.4 specification of the transported goods (quantity, packaging, or any other requirements)
 - 2.5 agreed amount of the price for execution of transportation of goods,
 - 2.6 specification of the Forwarder/Carrier and the Client (Comp. ID No., Tax ID No., responsible persons, phone contact, registration data, bank connection, account no., etc.).

3. Forwarder/Carrier is obliged, upon the Client's request, to respond in writing without any delay, not later than 1 business day before the requested transportation date.
4. Forwarder/Carrier is obliged, in transportation of the goods, to adhere to arrangements agreed by both Contracting Parties specified in a written Order confirmation, including, but not limited to, the place of loading, the place of unloading, goods loading/unloading time schedule and other requirements of the Client defined in the written confirmation of the Transportation Order.
5. Forwarder/Carrier undertakes in transportation of the goods to adhere to the transportation regulation related to transportation of the specific goods and to vehicle equipment and driver's equipment containing prescribed items as specified in the ADR depending on the type of transported goods.
6. Forwarder/Carrier is obliged to adhere to the Client's instructions, examine them in compliance with their knowledge as an expert in the given area, advise the Client verbally and in writing on any incorrect instruction, if observed any.
7. Forwarder/Carrier is obliged to arrange, while exercising their best professional care, the transportation method and conditions, corresponding as much as possible to the Client's interest, which result from the written confirmation of the Order and the Client's instructions, or which the Forwarder/Carrier is aware of.
8. Forwarder/Carrier is obliged to ask the Client, verbally and then in writing, to provide additional necessary instructions, if they have not been provided before; in case of risk of delay the Forwarder/Carrier is obliged to act without these instructions in order to protect as much as possible the Client's interests which the Forwarder/Carrier is aware of.
9. Forwarder/Carrier is obliged to inform the Client without any delay, verbally and then in writing, about any and all-important circumstances of the transportation of goods, especially in case of an accident, when the Forwarder is obliged to arrange, at their own expense, a replacement truck and transport the goods to the place of unloading according to the time schedule and as specified in the written Order confirmation.
10. Forwarder/Carrier is obliged to arrange safe placement and fastening of the goods.
11. Forwarder/Carrier is obliged to insure the transported goods for the case of damage, impairment, destruction, theft, and for the case of damages incurred to third parties on their property and health due to leakage, escape, or spillage of the transported goods from the truck load platform; the insurance shall cover also liability for the damages caused by spillage, dispersion, discharge, or escape of exhaust, fume, soot, smoke, acids, caustic,

- poisonous liquids or gases, waste substances or other chemicals or pollutants into the ground, soil, atmosphere, or any other water course or reservoir, as well as all the costs connected with prevention of the damages caused by pollution or removal of the pollution consequences. The Forwarder/Carrier shall send the document on the insurance establishment to the Client together with a written Transportation Order confirmation with the first transportation to be carried out on the basis of the written Order confirmation and subsequently with each following change of insurance conditions.
12. Forwarder/Carrier is obliged to require from the Client any and all data and documents regarding the transported goods which shall be required for execution of transportation or conclusion of the transportation contract with a third party.
 13. Forwarder/Carrier is obliged to inform the Client without any delay, verbally and then in writing, about any and all-important circumstances of transportation of the goods, especially inform the Client about the damage impending or incurred to the transported goods, otherwise the Forwarder/Carrier shall be held responsible for the damage incurred to the Client by the Forwarder's/Carrier's failure to fulfil this obligation.
 14. Forwarder/Carrier is obliged, upon the Client's request, to inform the Client without any delay about the movement of the transported goods.
 15. Forwarder/Carrier is obliged to present the truck with the transported goods loaded on their vehicle for export or import customs clearance, if the goods are transported to/from the EU territory, to the customs proceeding place as instructed by the Client.
 16. Forwarder/Carrier is obliged to ensure and document to the Client cleaning of the truck load platform by the Certificate on Cleaning issued by a certified cleaning company together with the Confirmation of the first degree cleaning, depending on the type of goods transported before cleaning of the load platform, to avoid contamination of the transported goods; in case that the Forwarder/Carrier or a third party arranging the transportation fails to provide the Client with the above mentioned Certificate, the Client is entitled to refuse the goods loading, whereas the Client is not obliged to reimburse the costs incurred to the Forwarder/Carrier by presentation of the truck for loading at the agreed place of loading; Certificate on Cleaning shall contain the cleaning station identification data (name, address, rel. contact), customer's name, vehicle identification data, cleaned product, cleaning methods, or additional works, arrival and termination of cleaning, cleaning station stamp, name of the authorized representative, date, signature of the driver.
 17. Forwarder/Carrier is obliged to ensure that the Certificate on cleaning the load platform as specified in section 16. of this Article is not false or modified.
 18. Forwarder/Carrier shall be obliged to arrange that the Truck driver should submit the proof of identification to Client before entering the Client's premises (Client's registered office). As a result of the Forwarder's /Carrier's violation of this obligation the Client shall be entitled to disallow the entry the Truck driver to the Client's premises. Such act of the Client shall not be deemed as the violation of the Client's obligations and shall not result in any claim of the Forwarder/Carrier for the compensation of the damage.
 19. Forwarder/Carrier is obliged to respect the strict prohibition of smoking inside the Client's area during loading the goods, as well as prohibition of drinking alcohol beverages and using other intoxicants and psychotropic substances, prohibition of taking pictures, OSH regulations, fire protection regulations and accident prevention, traffic rules, and the Client's measures for environmental protection, as well as all applicable legal regulations regarding the OSH, fire protection, accident prevention, and environmental protection. In case of violation of the Forwarder/Carrier's obligation as specified herein, the Client is entitled to expel these persons from the Client's area and withdraw their permission to access the Client's premises.
 20. Forwarder/Carrier is obliged to ensure that all their employees and persons authorized by them who enter the Client's premises in connection with loading the goods use personal protective equipment during entire period of their stay inside the Client's premises, in compliance with the respective applicable legal regulations and the Client's rules. No truck shall be allowed to enter the Client's premises, unless all crew members physically use (i.e. actually use/wear) the below specified obligatory equipment. Presence and use of this obligatory equipment by each crew member shall be inspected by the Client's security guard. The obligatory equipment to be used/worn by each vehicle crew member includes the following: protective helmet, protective goggles, work gloves, work clothes (overalls), work footwear. Such Client's conduct shall not be regarded as violation of obligations resulting for the Client from the confirmed Order or from the concluded contract, and shall not establish any Forwarder's/Carrier's right to claim the damages. However, the Forwarder/Carrier is concurrently responsible toward the Client for any and all damages incurred to the Client due to violation of this Forwarder's/Carrier's obligation.
 21. Client is obliged, in arranging the transportation of the goods by the Forwarder/Carrier, to provide the Forwarder/Carrier with any and all complete and correct data in the nature of the transported goods and other facts necessary and crucial for transportation of the goods, required by the Forwarder/Carrier.
 22. Client is obliged, in arranging the transportation of the goods by the Forwarder/Carrier, to provide packaging of the transported goods and labelling corresponding to their content and nature.
 23. Client is obliged, in arranging the transportation of the goods by the Forwarder/Carrier, to pay the agreed price to the Forwarder/Carrier in proper and timely manner, as specified in the written Order confirmation.
 24. Client is obliged, in arranging the transportation of the goods by the Forwarder/Carrier, to carry out loading of the transported goods in a proper and timely manner, submit to the Forwarder's/Carrier's drive all documents necessary for the transportation and customs clearance of the goods.
 25. Client is obliged, in arranging the transportation of the goods by the Forwarder/Carrier, to pay the respective reward to the Forwarder/Carrier in return for the journey back, if the recipient of the transported goods refused to accept them due to reasons on the Client's side, in the amount of 90% of the agreed reward. Forwarder/Carrier shall only carry out the aforesaid on the basis of a written request by the Client, in form of a written Transportation Order.
 26. Client is obliged, in arranging the transportation of the goods by the Forwarder/Carrier, to inform the Forwarder/Carrier without any delay about any and all changes regarding their full trade name and other identification data, especially the business name, legal form, statutory representative, registered office, Comp. ID No., VAT ID No., bank connection, account number, and other substantial essentials.



27. Client is obliged, in arranging the transportation of the goods by the Forwarder/Carrier, to reimburse to the Forwarder/Carrier any and all costs incurred in connection with the failure to load the goods on the vehicle, in particular the waiting and the vain journey, in case that the Forwarder/Carrier presents a truck in a proper and timely manner for loading of the goods at the agreed place of loading in compliance with the conditions agreed in writing in the written Transportation Order confirmation, if the loading of goods is not carried out due to reasons on the Client's side.
28. Forwarder/Carrier shall not claim the retention right to the transported goods pursuant to provision of Section 608 of the Commercial Code.
29. Forwarder/Carrier is not entitled to claim from the Client any adequate advance payment for the costs incurred in connection with the performance of the Order confirmed in writing.

Article IV.

Price and Payment Conditions

1. Price for transportation of goods shall be determined separately for every single transport in the written Order confirmation in compliance with Article II. section 1.2. hereof.
2. Price for transportation of goods shall be increased in the VAT in the amount determined by the applicable legal regulations specifying the amount of the value added tax on the date of the tax obligations commencement.
3. Agreed price for transportation of goods includes the reward for the Forwarder/Carrier, necessary and incurred costs which the Forwarder/Carrier spent or shall spend for the purpose of performance of their contractual obligations, as well as all other transport and other costs incurred to a third person in connection with transportation of the goods, unless the Forwarder/Carrier arranges the transportation of the goods on their own.
4. The Forwarder's/Carrier's right for the paid price for transportation of the goods, i.e. the right to issue an invoice for performance of the transportation of the goods, begins at the moment when this obligation resulting for the Forwarder/Carrier from the contract, or from the Transportation Order confirmed in writing.
5. The price for transportation of the goods shall be paid upon the invoice issued by the Forwarder/Carrier which shall be delivered to the Client within 7 days of the issue date. The invoice shall contain also the Order, and, in case of inland transport, also the Vehicle Operation Record (original copy of the bill of lading), and in case of international transport the original CMR confirmed by a third person – recipient of the goods.
6. Client shall settle the invoice for transportation of the goods to the Forwarder/Carrier to their bank account specified in the written Order confirmation, within the maturity period of 90 days of the issue date. Contracting Parties explicitly declare that they agree with the maturity period for the financial obligation without any reservations, and that the maturity period of the party obliged is not in a gross disproportion with rights and obligations resulting for the creditor from the contractual relation.
7. For the purpose of these GBTC, the invoice shall mean a tax and accounting document containing the records on the exchange relation between the Contracting Parties and containing legally prescribed essentials (Act No. 222/2004 Coll., as amended), as well as essentials specified by these GBTC, together with the bank connection and the Forwarder's/Carrier's bank account number, invoice issue date and maturity period, Clients' Order no., specification of the Client and the Forwarder/Carrier, taxable payment demarcation, the Forwarder's/Carrier's stamp and signature.
8. In case the invoice does not contain any of the essentials specified in section 7. of this Article, the Client is entitled to return the invoice back to the Forwarder/Carrier without payment, whereas by such return the invoice maturity period terminates and begins again on the date when the new (corrected) invoice is delivered.
9. Client is obliged to arrange that settlement of the price for transportation upon the issued invoice is deducted from the Client's bank account to the Forwarder's/Carrier's bank account no later than on the last day of the invoice maturity period. The date of invoice settlement shall be the date when the sum corresponding to the amount of the invoices sum is deducted from the Client's bank account in favor of the Forwarder's/Carrier's bank account.
10. In case of the Client's delay with settlement of the price for transportation, the Forwarder/Carrier is entitled for payment of the late payment interest in the amount of 0.03% of the due sum.
11. In arranging the transportation of the goods being the calcium carbide, the reward is specified as Export or Export-Import, according to the Order confirmed in writing. The reward specified as Export is the reward for the transported goods in case that the transportation is carried out as the transportation without the reverse transport of empty containers from the place of unloading.

Article V.

Contractual Penalties and Damages

1. In case the Forwarder fails to present a truck for loading of the transported goods at the place and the time specified in the Transportation Order confirmed in writing, the Client is entitled to claim from the Forwarder/Carrier the contractual penalty in the amount of EUR 200 for each day of the delay, including the day commenced, and for each single truck, until a truck is presented in a proper manner for loading.
2. In case the time schedule for presenting the trucks for loading of the transported goods in compliance with the Transportation Order confirmed in writing as specified in section 1. of this Article, the Client shall inform the Forwarder/Carrier in writing, within the period of 24 hours, whether their request to have a truck presented continues, or the transport shall be performed by a different Forwarder/Carrier. The written form applies also to the case of delivered fax or e-mail message.
3. Should the Forwarder/Carrier fail to present a truck for unloading of the transported goods at the place and the time specified in the Transportation Order confirmed in writing, the Client is obliged to claim from the Forwarder/Carrier the contractual penalty in the amount of EUR 200 for each day of the delay, including the day commenced, and for each single truck, until a truck is presented in a proper manner for unloading of the goods at the specified place.
4. In case the Forwarder/Carrier fails to present a truck for loading or unloading of the transported goods at the place and the time specified in the Transportation Order confirmed in writing, and if such conduct causes any damages to a third party, the Forwarder/Carrier is obliged to compensate such damages to the third party in the full extent.



5. In the case of the Forwarder's/Carrier's violation of obligations specified in sections 18. of Article III. of these GBTC, the Client shall be entitled to impose to Forwarder/Carrier the contractual penalty in the amount of EUR 300.
 6. In case of the Forwarder's/Carrier's violation of obligations specified in sections 19. and 20. of Article III. of these GBTC, the Client is entitled to impose the contractual penalty in the amount of EUR 200 for each single violation.
 7. Forwarder/Carrier undertakes to compensate the damages incurred to the Client in connection with any and all obligations, losses, damages, penalties, claims, actions, taxes, commitments, disputes, expenses, and costs (including reasonable fees for legal consulting, expenses and costs on investigation) and which are in any connection with, or arise upon, direct or indirect violation of any declaration, representation, or commitment of the Forwarder/Carrier specified in the Transportation Order confirmed in writing. The Forwarder/Carrier also undertakes, in case the Forwarder/Carrier violates, whether substantially or not, the provisions of the Transportation Order confirmed in writing, to compensate the Client for any damages representing the difference between the amount of the reward for transportation of the goods agreed in the Order confirmed in writing and the amount of the reward paid by the Client to a different Forwarder/Carrier in order to arrange replacement transport of the goods.
 8. Exercise of the contractual penalties under these GBTC does not affect the Client's right for the damages.
2. Client or Forwarder/Carrier are entitled to terminate the contract without stating the reason by sending a written notice to the other Contracting Party. The notice period is 2 months and begins on the first day of the calendar month following the month when the notice is delivered to the other Contracting Party.
 3. Each Contracting Party is entitled to withdraw from the contract unilaterally; pursuant to Section 346 paragraph 1 of the Commercial Code, due to serious breach of contractual obligations by the other Contracting Party, provided the other Contracting Party fails to fulfil their contractual obligation, despite a written request, within a reasonable period of 14 days.
 4. With regard to section 3. of this Article, the Client is also entitled to withdraw from the contract, if the Forwarder's/Carrier's conduct is in conflict with the good business principles, represents unfair competition, in conflict with the legal regulations regarding protection of competition, or damages the Client's reputation and justified interests.
 5. Each Contracting Party is entitled to withdraw from the contract unilaterally, pursuant to Section 345 paragraph 2 of the Commercial Code, due to substantial breach of contractual obligations by the other Contracting Party.
 6. Substantial breach of contractual obligations, pursuant to Section 345 paragraph 2 of the Commercial Code, on the Client's side means:
 - a) fulfilment of the conditions specified in section 22 of Article III. of these GBTC,
 - b) fulfilment of the conditions specified in section 24 of Article III. of these GBTC,
 - c) fulfilment of the conditions specified in section 26 of Article III. of these GBTC,
 - d) violation of the business secret or confidentiality clause.
 7. Substantial breach of contractual obligations, pursuant to Section 345 paragraph 2 of the Commercial Code, on the Forwarder's/Carrier's side means:
 - a) fulfilment of the conditions specified in section 4 of Article III. of these GBTC,
 - b) fulfilment of the conditions specified in section 5 of Article III. of these GBTC,
 - c) fulfilment of the conditions specified in section 9 of Article III. of these GBTC,
 - d) fulfilment of the conditions specified in section 10 of Article III. of these GBTC,
 - e) fulfilment of the conditions specified in section 11 of Article III. of these GBTC,
 - f) fulfilment of the conditions specified in section 13 of Article III. of these GBTC,
 - g) fulfilment of the conditions specified in section 16 of Article III. of these GBTC,
 - h) fulfilment of the conditions specified in section 17 of Article III. of these GBTC,
 - i) violation of the business secret or confidentiality clause.
 8. Withdrawal from the contract becomes effective by delivery of the written notice to the other Contracting Party and has not effect on the confidentiality clause which remains valid and effective.
 9. Client's withdrawal from the contract does not affect the Client's right for the damages or for the contractual penalty in cases specified in the contract, or in these GBTC.

Article VI.

Force Majeure

1. In case of events occurring independently from the control of the Party obliged, preventing them from fulfilment of their obligations, and if it cannot be reasonably assumed that the Party obliged might avert or overcome such obstacle or the resulting consequences, and the Party obliged could not foresee such obstacle at the time it began (including, but not limited to: natural disasters, wars, war operations of various types, riots, civil commotions, sabotage, revolutions, pirate actions, explosions, fire, flood, general strikes, lock-outs, official interventions legal or illegal and terrorism), the Client or Forwarder/Carrier are entitled to withdraw from the contract or upon the mutual agreement to postpone the performance date with the period for which the obstacle was present.
2. Beginning of a circumstance which excludes the liability shall be communicated by the Party obliged to the other Contracting Party, no later than within 2 days since such circumstances begin.
3. Effects of the circumstances that exclude the liability are limited only to the period until the related obstacle is present.
4. If the circumstances that exclude the liability last for more than 7 days, any of the Contracting Parties is entitled to withdraw from the contract.
5. Liability is not excluded by an obstacle that began at the time when the Party obliged was already in the delay with fulfilment of their obligation, or began due to their economic situation.

Article VII.

Contractual Relation Termination

1. Contracting Parties agreed on the possibility to terminate the contractual relation resulting from the contract by a written agreement.

Article VIII.

Confidential Information

1. Business secret means, particularly, but not limited to, any and all facts of the commercial, legal, operational, production, documentary, informative, technical or other nature, related to any Contracting Party, which become available to the other Contracting Party, or which the Contracting Party obtained or shall become aware of their content, even before performance of the Order or the contract, either in verbal, written electronic, or any other form. Confidential information means any information classified by the Contracting Party as confidential, or which are to be used as confidential with regard to the circumstances known to the other Contracting Party in disclosure of the information, as well as any information of such nature that indicates to any person that they are confidential. Confidential information includes especially any and all technical, commercial, marketing, financial, or legal information, specifications, plans, drawings, models, samples, data, computer programs, software, or documentation in any form, whether recorded materially or provided verbally, as well as information obtained from another person as a Contracting Party, provided that such person is obliged to use them as the confidential information. Confidential information includes the information on the situation of any Contracting Party, their products, customers, suppliers, processes, and outputs.
2. Confidential information provided between the Contracting Parties upon the Order or the contract, and in connection with them, shall be subject to the confidentiality clause for the period of Order or contract performance, and in case of completion of Order or contract performance, for the period of following 5 years of the date of completion of their performance. Upon the request by any of the Contracting Parties, the Contracting Parties undertake to begin, without any delay, negotiations on prolongation of the Contracting Parties obligation to maintain secrecy on confidential information provided in the Order or the contract, or in connection with them.
3. No Contracting Party is entitled, unless approved in writing by the other Contracting Party, to disclose this confidential information to any third persons, excluding the following cases:
 - a) disclosure of this information is required by legal regulations or respective authorities upon the legal regulations,
 - b) the information has already been made public,
 - c) Contracting Party discloses this information to their subsidiary or holding company.
- 3.4 Commercial Code and other related legal regulations applicable on the territory of the Slovak Republic.
4. The Parties have agreed that all rights and obligations arising out of the Order or the Contract, as well as all rights and obligations which are not expressly stated in the Contract, including non-contractual obligations shall be governed by applicable provisions of the SR. Unless otherwise stated in the Contract or in the GBTC, relevant provisions of the Commercial Code (Act. No. 513/1991 Coll.) shall apply.
5. For avoidance of any doubt, the Client has reserved any and all rights arising out of applicable provision. Individual claims arising out of the Order and/or the Contract and/or GBTC and/or applicable provisions are enforceable also independently from each other. Non-claim of any rights and/or delay in application of any rights of the Client arising out of the Order, the Contract, GBTC or applicable provisions shall not be deemed as a waiver of such right or cause expiration of that right.
6. The Parties shall make all reasonable efforts in a good faith to ensure that all disputes arising out of the Order or the Contract or in connection therewith, its violation, revocation, dissolution or nullity shall be resolved by negotiation and by agreement on disputed claims. If an agreement on disputed claims is not reached, the counterparty has the option of resolving the dispute through the Court of the SR.
7. The Parties agree that the courts of the SR have exclusive jurisdiction to settle any dispute arising out of the Order or the Contract or in connection therewith, including, without limitation, disputes about the validity, interpretation and cancellation of the Contract and any dispute which the parties do not settle by agreement will be submitted for decision:
 - a) the District Court Bratislava I, as the locally applicable court of the Client in the SR, if the Forwarder's/Carrier's residence or place of business is outside Slovakia; or
 - b) a locally applicable court under the law of SR, if the Forwarder's/Carrier's residence or place of business is in SR.
8. In the event that any one or more of the provisions of this GBTC and/or Contract and/or Order should for any reason be held invalid, illegal or unenforceable, such provisions shall not affect the others provisions of the GBTC and/or Contract and/or Order.
9. In case the Forwarder's/Carrier's registered office is in a foreign country and the Contracting Parties did not specify in the Order confirmed in writing or in the contract the language to be used for communication, the English language is the language for communication.
10. Contracting Parties agreed that the Forwarder/Carrier shall not assign, transfer or trade in any manner with any rights, claims, or obligations resulting from the Order or the Contract to any third person without a prior written approval by the Client.
11. Contracting Parties undertake and unconditionally agree that all actions performed and sent to each other through e-mails, which will provide a continuous and reliable record of the agreement, shall be deemed accepted by contracting parties as lawful, binding, properly concluded and agreed in writing.
12. If the Contract, Order, GBTC or applicable provisions requires that all the documents are to be delivered to the other Contracting Party, they shall be delivered to the addresses stated in the heading of the Contract or the Purchase Order, eventually to different address, which has been provably agreed at least fourteen (14) days in advance in written. The obligation to deliver a document shall be regarded as fulfilled at receipt of the

Article IX.

Common and Final Provisions

1. Modification of these General Business Terms and Conditions are only binding for the Contracting Parties, if the Contracting Parties agreed on such modification.
2. These General Business Terms and Conditions are an integral part of each contract or Order, pursuant to provision of Section 273 of the Act No. 513/1991 Coll., the Commercial Code of the Slovak republic, as amended.
3. Contracting Parties are obliged by the following priority sequence:
 - 3.1 provisions defined by the Client in the confirmed Order,
 - 3.2 provisions agreed by the Contracting Parties in the contract,
 - 3.3 provisions of these GBTC,



document by the Contracting Party, or when a document is returned by the post-office to the other as undeliverable or if the delivery of the document was prevented by the conduct or omission by the Contracting Party to which the document is to be delivered. Delivery effects shall begin even in case that the Contracting Party refuses acceptance of the document. In the case documents will not be return to the sender for whatsoever reason, delivery effects shall begin in the seventh (7th) day after the date from submission consignment for shipment.

13. The Forwarder/Carrier undertakes to inform the Client during validity of this contractual relation without any delay about each change regarding their full identification and other required essentials, especially the information on change of business name, address of the registered office, registration in the relevant business register, change of authorized persons acting on behalf of the Forwarder/Carrier or change in the manner of conduct, actual bank account, account number and other billing information as well as information of cancellation, dissolution, division, merger, change of ownership relations, liquidation commencement, bankruptcy, or restructuring. If the Client requests, Forwarder/Carrier shall provide annual reports, financial statements, profit and loss statements, or statements by the auditor or other publicly regulated authority on the management for the previous 10 years. In case of the Forwarder/Carrier's failure to fulfil any of these obligations, the Forwarder/Carrier is obliged to compensate the Client for any and all damages resulting therefrom, as well as any and all costs incurred to the Client in connection with obtaining the information on the change of the Forwarder/Carrier's data.
14. If the Client becomes aware of the fact that the Forwarder/Carrier becomes unable to fulfil obligations under the Contract, is bankrupt, or is a company in crisis, or proceeding for enforcement initiated on the property of the Forwarder/Carrier, execution proceeding, bankruptcy or restructuring proceeding has started or the Forwarder/Carrier is in liquidation or the Forwarder/Carrier is the debtor in the proceeding under the relevant law of the Forwarder/Carrier's country, in such case, the Client is entitled to unilaterally withdraw from the Contract or modify payment terms or request the Forwarder/Carrier to provide the Client with the obligation guarantee. If the Forwarder/Carrier fails to provide adequate obligation guarantee or fails to perform actions in compliance with performance of the subject-matter of the Contract, such conduct shall be regarded as substantial breach of the Contract by the Forwarder/Carrier, which entitles the Client to withdraw from the Contract.

In Bratislava, on 12 August 2019