

GENERAL TERMS AND CONDITIONS OF OPTIMA, s.r.o.

I. Introductory Provisions

1.1 These General Terms and Conditions (hereinafter referred to as the "GTC") constitute, in accordance with Section 273 of Act No. 513/1991 Coll., the Commercial Code as amended (hereinafter referred to as the "Commercial Code"), an integral part of all contracts and/or orders entered into by OPTIMA, s.r.o., having its registered office at Muškátová 17, 902 01 Pezinok, the Slovak Republic, Company Reg. No.: 35 862 467, incorporated in the Companies Register of the Bratislava I District Court, Section: Sro, Insert No. 29307/B as the customer (hereinafter referred to as the "Customer") with an entity holding the relevant business authorisation as the carrier (hereinafter referred to as the "Carrier") (the Customer and the Carrier hereinafter jointly referred to as the "Parties"); the subject matter of the contracts and/or orders is the provision of domestic or international transport for remuneration.

1.2 In the case of domestic transport, a "CMR consignment note" shall hereunder be considered a delivery note or a similar document.

1.3 If the place of loading and/or the place of unloading is located outside the territory of the Slovak Republic (SR), the legal relationships arising from the respective order shall be governed not only by the laws of the Slovak Republic and these GTC, but also by the applicable provisions of the international conventions CMR, TIR, AETR, ADR and ATP (the Slovak laws and the international conventions hereinafter jointly referred to as the "Regulations").

II. Entering into a Contract

2.1 In the event that the Customer wants to enter into a contract, it shall deliver to the Carrier a proposal to enter into a contract in the form of an order (hereinafter referred to as "Order") by email. The Order may relate to one or more shipments.

2.2 The Customer shall at all times deliver an Order to the Carrier on working days (these days exclude Saturdays, Sundays and days of rest) from 8:00 a.m. to 6:00 p.m. (Central European Time). If the Customer delivers an Order to the Carrier outside the specified time, such Order shall be deemed to have been delivered at 8.00 a.m. on the next working day.

2.3 An Order shall contain:

- a) the number, place and date of issue of the Order, the names of the Customer and the Carrier,
- b) specification of the consignment, i.e. at least the type of goods, quantity of goods or code of goods;
- c) financial conditions of carriage;
- d) the place, date of loading and unloading; the place of unloading may also be alternatively specified in the Order, in which case the Carrier undertakes to transport the goods to any place additionally specified by the Customer;
- e) the conditions of carriage of goods which shall particularly be deemed the conditions of protection, packaging and storage of goods for the purpose of preventing damage to the goods;

f) administrative conditions which shall be understood to mean the conditions of the Carrier's registration, filling out and sending forms, etc.;

g) other conditions or instructions of the Customer according to the particularities of each shipment.

2.4 Unless, within twelve hours of receipt of the Order, the Carrier delivers to the Customer by email or fax a document expressly stating that the Carrier does not accept the Order as a draft contract and refuses to conclude the contract (or does not intend to enter into the contract), the respective contract shall be deemed to have been effectively made upon the vain expiry of the said period. The commencement of the carrying out of the shipment shall be considered reconfirmation of the conclusion of the contract and of acceptance of these GTC.

2.5 By entering into the contract, the Carrier:

a) represents and warrants that it has sufficient professional experience and transport capacities (trucks, drivers with sufficient work performance/time allowance) to carry out the shipment under the concluded contract;

b) confirms that it has taken out liability insurance for damage caused to goods, including the loss and theft of goods, as well as for other damages that may arise from the contract, with the insurance cover being at least € 60,000 (in words: sixty thousand euros), unless a greater amount is stated in the Order;

c) undertakes to carry out the shipment duly and in time with due diligence in accordance with the Order, the GTC, the Regulations and according to the instructions of the Customer;

d) undertakes to fulfil, in the carrying out of the shipment, all obligations stipulated in this respect by the Regulations, as well as by the legislation of a foreign country in whose territory it shall carry out the shipment, including any registration obligations.

2.6 The Carrier has been informed and agrees that the Customer is entitled to cancel the Order, i.e. to revoke the draft contract of carriage, until the moment that the Carrier starts carrying out the shipment/loading, by sending the Carrier an email or fax notification to this effect.

III. Rights and Obligations of the Parties

3.1 The Carrier is obliged and undertakes:

a) to carry out the shipment in person; another carrier may only be engaged with the prior written consent of the Customer; the Carrier shall at all times be liable for any breach of the provisions of the contract (Order) or these GTC or the Regulations as if the shipment had been carried out by the Carrier itself;

b) to ensure that the vehicle to be used to carry out the shipment is in faultless technical condition, the storage space of the vehicle is clean, adapted and suitable for the carriage of the specified goods so that no damage is caused to the goods; if the contractual terms and conditions specify the number plate of the particular vehicle, the Carrier shall carry out the shipment by using the vehicle bearing such number plate;

c) to unconditionally comply with the order and date of loading and unloading, to safeguard the goods against displacement and damage; no other goods may be

enclosed with the goods without the prior written consent of the Customer;

d) to carefully retain all documents (including customs documents and CMR consignment note) relating to the shipment that were handed over to the Carrier at the time of loading;

e) to conduct a complete inspection of the consignment when loading the goods and compare it with the CMR consignment note; the conducted inspection shall be confirmed by the Carrier signing the CMR consignment note;

f) in the event that any discrepancies or inconsistencies are found during the conducted inspection under the preceding paragraph, to immediately enter such findings in the CMR consignment note and promptly inform the Customer accordingly; if the Carrier fails to make an entry in the CMR consignment note or to inform the Customer accordingly pursuant to this paragraph prior to the commencement of the shipment, the consignment shall be irrefutably presumed to be complete, undamaged and free of defects at the time of loading;

g) if the goods are placed on EUR pallets and the Order states the necessity to exchange them, it shall always be necessary to exchange the pallets during the loading and unloading of goods in accordance with the practices observed in the international carriage of goods on EU territory; upon each exchange of pallets (in addition to stating this fact in the CMR consignment note), the Carrier is required to obtain a separate signed document (containing the signature of the authorised person, the truck number plate, the date and stamp, and the number of pallets) certifying the exchange of pallets, the original of which shall be delivered to the Customer at the latest together with the invoice delivered pursuant to the provisions of Article IV of the GTC;

h) in the case of any complications or inconsistencies or changes, compared to the conditions agreed in the Order, or in the event of any damage to or loss or theft of the consignment, technical failure of the vehicle, delays or discrepancies (temperature, quality, quantity, type of goods, etc.) in the loading/unloading of goods, to suspend the loading/unloading of goods, immediately contact the Customer by phone, make an entry in the CMR consignment note, and send the Customer (by letter, email or fax) a detailed description of the situation in question within three hours at the latest;

i) not to contact in any way the consignors, i.e. the entities which precede the Customer in the chain of carriage/forwarding contracts or any other persons listed on the CMR consignment note or the delivery notes;

j) to prove the existence of insurance pursuant to paragraph 2.5, letter b) hereof at any time when the Customer so requests.

3.2 The Carrier agrees and acknowledges that it is fully liable for the total or partial loss of the consignment and/or any damage caused to the consignment from the moment of receipt of the consignment for shipment until its delivery to the consignee, as well as for any damage and lost profit incurred by the Customer in connection with a breach by the Carrier of its obligations under the contract, the Order, the GTC or the Regulation. In addition, the Customer has particular

interest in the delivery of goods according to Article 26 of the CMR Convention (Decree No. 11/1975 Coll. on the Convention on the Contract for the International Carriage of Goods by Road).

3.3 In the event that any of the representations made by the Carrier herein is found to be false and/or in the event of a breach by the Carrier of its obligations set forth in the contract and/or these GTC, the Customer is entitled to reject the loading of goods and/or to withdraw from the contract by sending the Carrier a written notice (of withdrawal) to this effect, which shall be without prejudice to the Customer's right to claim damages and/or payment of a contractual penalty.

3.4 The Customer may unilaterally set off any of its claims against the Carrier's claims.

3.5 Until the goods have been delivered to the consignee, the Customer reserves the right to request that the shipment be interrupted and the goods be returned to the Customer or otherwise handled. In that event, the Carrier is obliged to meet the Customer's request.

3.6 For the proper carriage of goods the Carrier is entitled to the agreed freight in the amount and upon the terms laid down in the Order.

IV. Other Provisions

4.1 If the Carrier breaches any obligation under the contract, the Order, the GTC or the Regulations, it is obliged to pay the Customer a contractual penalty of up to the amount of the freight charge, even repeatedly, for each individual breach.

4.2 If, due to a breach by the Carrier of its obligations set forth in these GTC, the contract, the Order or the Regulations, the Customer is obliged to make any payment to third parties, the Carrier shall pay not only the contractual penalty pursuant to paragraph 4.1 above, but also a contractual penalty in the amount of such payment.

4.3 The contractual penalties pursuant to this Article shall be paid within seven days of receipt of the Customer's demand notice specifying the amount of the contractual penalty determined in accordance with the provisions of this Article. The payment of a contractual penalty shall not affect the Customer's right to withdraw from the contract or to claim damages.

4.4 The Carrier may not assign its claims hereunder to third parties, except with the prior written consent of the Customer.

4.5 The Carrier is obliged to maintain the confidentiality of the following knowledge and information which it has gained in connection with the conclusion of the contract: information on the Customer, consignors, consignees, goods and financial terms of carriage, as well as any other information designated by the Customer as confidential/secret, which information is considered confidential information under Section 271 (1) of the Commercial Code. The obligation to protect and maintain the confidentiality of confidential information under this Article shall survive the termination or cancellation of the contract.

4.6 Written communications addressed to a Party shall be deemed to have been duly filed and made in time if such are delivered in person, by registered mail or

by official courier service to the addresses of the Parties entered in the Companies Register or notified to the other Party, unless otherwise agreed in writing between the Parties (see paragraph 4.8). The date and hour of delivery shall be deemed:

a) in the case of delivery in person: the date and hour indicated in the personal receipt acknowledgement letter;

b) in the case of delivery by official courier service: the date and hour indicated in the personal receipt acknowledgement letter, or the date and hour of the refusal of receipt as evidenced by a written confirmation from the courier service;

c) in the case of delivery by registered mail: the third calendar day following the date of posting of the written communication, with the assumptions referred to in this paragraph being irrefutable.

4.7 A notice sent by a Party via post to the address of the other Party stated in the Order or to such address as subsequently notified in writing by the other Party or to the address of the registered office as per the Companies Register (this shall be without prejudice to the provision of paragraph 4.8) shall be deemed to have been delivered even if returned to the sender as undeliverable, irrespective of the reason for the return of the notice; in that event, the date of delivery shall be deemed the working day following the posting date.

4.8 All written correspondence shall be sent by the Carrier to the following correspondence address of the Customer: **OPTIMA, s.r.o., Na vrátkach 14, 841 01 Bratislava** until another correspondence address is notified by the Customer to the Carrier. The Parties expressly agree that the Customer's correspondence address mentioned in the preceding sentence shall take precedence over the address of the Customer's registered office entered in the Companies Register.

4.9 Written communications sent by email shall be delivered to the email addresses of the Parties stated in the contract, the Order or these GTC. A communication sent by email shall be deemed to have been delivered at the moment of sending the respective email message to the recipient.

4.10 All legal relationships arising directly or indirectly from the contracts shall be governed by the laws of the Slovak Republic and the relevant Regulations, including legal relationships arising from liability for damage and from the surrender of unjust enrichment.

4.11 The Parties agree that any disputes arising from or in connection with the legal relationships based on the order, the contract, these GTC (including disputes over non-contractual claims) shall be decided within arbitration proceedings under the Rules of Procedure of the Arbitration Court of the Slovak Bar Association.

V. Final Provisions

5.1 The GTC constitute an integral part of the content of all orders and contracts, and are binding on the Parties as of the date of conclusion of the first contract based on an order with reference to these GTC. The Customer is obliged to make reference to the GTC in all orders or contracts.

5.2 The GTC in their entirety shall be considered as the terms and conditions

which are known to the Parties and publicly available. The GTC are continuously posted and available in the virtual space of the Customer's website with the domain name www.optimasped.sk.

5.3 Those rights and obligations of the Parties which are not explicitly stipulated in the order or the contract shall be governed by the provisions of the GTC. If any issues cannot be dealt with according to the order, the contract or the GTC, such shall be governed by the provisions of the Commercial Code or the Regulations. The Parties expressly agree that the application of the non-mandatory provisions of the Commercial Code and/or the Regulations is excluded to the extent that such is contrary to the provisions of the order, the contract or these GTC.

5.4 The Customer may amend and update the GTC, while any amendments and updates hereto shall come into effect on the date of their first publication in the virtual space of the Customer's website. The Customer shall always notify the Carrier of any amendment to the GTC at least three working days prior to the publication thereof. After making amendments and/or updates to the GTC, the Customer shall always publish the full text of the GTC in the virtual space of its website. The Carrier is entitled to refuse to accept any amendment to the GTC by sending the Customer an email to this effect within five working days from the date of publication of the amendment.

5.5 The Carrier's acceptance of an amendment and/or update to the GTC shall be deemed to be expressed by the implied manifestation of the Carrier's will to conclude the first contract, i.e. by the acceptance of an order after the amendment to the GTC comes into effect (provided that the Carrier does not refuse to accept the amendment to the GTC pursuant to paragraph 5.4 above). Upon the Carrier's acceptance of an amendment to the GTC, the legal relationship between the Customer and the Carrier shall be governed by the amended GTC. Notwithstanding the foregoing, all rights and obligations arising from contracts already entered into (prior to the coming into effect of the amendment) shall be governed by the GTC in the wording in force before the amendment or update is made.

5.6 The interpretative rules set out in Section 266 of the Commercial Code shall be applied to the interpretation of the provisions of these GTC.

5.7 In the event of any discrepancy between the provisions of these GTC and the provisions of the order or the contract, the provisions of the order or the contract shall prevail.

5.8 These GTC shall come into effect as of 1 August 2018.

In Bratislava, on 1 August 2018