**General business conditions**

**ALDONA Ltd.**

*Preamble*

*These general business conditions of the Sender (further only ‘Sender´s GBC’) is issued by the company ALDONA Ltd. for setting up the rights and obligations of contracting parties for agreement about transport of articles ( further only ‘transport agreement’) concluded by the company* ***ALDONA Ltd****. residing in 2611/16 Agátová Street in the town of Trebišov business ID 31 649 378 registered in the Register of companies of District court Košice I, section: Ltd. file number 1233/V ( further only ‘****Sender****’) and a natural person, legal person and other legal subjects which are enterprisers ( further only ‘****Carrier’****). The Carrier, in concluding and administrating of a transport contract, acts accordingly his subject of enterprise. The subject of a transport contract is setting up of mutual rights and obligations of contract parties arising at a shipment.*

**Article I.**

**Introductory provisions**

1. By ‘shipment’ is understood either interstate shipment or international shipment. By ‘interstate shipment’ is understood the shipment if the place of its picking up and a supposed place of its delivery (further only ‘delivery place’) are located in one country. By ‘international shipment’ is understood the shipment if the place of its picking up and a delivery place are located in two different countries.
2. By ‘transport agreement‘ the Carrier commits to the Sender to transport the shipment from a particular place to other particular place and the Sender commits to pay reward (carriage).
3. These GBC of the Sender are an inseparable part of a transport contract assigned between the Carrier and the Sender (further only ‘Contract parties’). Alternated transport contract provisions have a priority before these GBC Sender provisions. Any alternations from these GBC of the Sender must be agreed between parties in a written form otherwise they are invalid.
4. Legal relationships set up by a transport contract are guided by an Agreement of transport contract in international cargo road transport (ordinance of ministry of foreign affairs number 11/1975 S.b. further only ‘CMR agreement’ if it´s force is given in accordance to provision article 1 par. 1to 4 CMR agreement and a subsidiary act num. 513/1991 S. b. Commercial code as amended by later acts (further only ‘Commercial code’) and these GBC of the Sender. In cases when the given legal relationship set up by transport contract is not possible to applicate by provisions of CMR agreement, this is run by Commercial code provisions, other legal regulations of Slovak republic and these GBC of the Sender.
5. Before concluding of the contract, the Carrier is obligatory to acquaint with GBC of the Sender. These GBC of the Sender are in force for all contract relationships between the Carrier and the Sender concerning the shipment from its conclusion until the complete fulfilment of commitments which, for Contract parties, arise or are related with transport contract. By conclusion of transport contract, the Carrier is bound by these GBC of the Sender and expresses their approval. The approval with GBC of the Sender is possible to express by different means mainly by electronical communication between Contract parties.
6. Following the acceptance of these GBC of the Sender all the legal relationships between contract parties will in the future act according to these GBC of the Sender until one of contract parties does not acknowledge in written form another party that it does not want to be bound by GBC of the Sender anymore. The effects of acknowledgment take place the day of its written delivery.
7. Business conditions of the Carrier are in force only if the Sender clearly in written form in transport contract accepted that the Carrier´s business conditions are superior to GBC of the Sender. Otherwise, GBC of the Sender are superior to Carrier´s business conditions.
8. Sender is entitled continuously to actualise or alternate GBC of the Sender. All the alternations, amendments or the Complex change of actualised GBC of the Sender are always issued by the Sender in written and appropriate form on his website.
9. In the case of invalidity of any GBC of the Sender or transport contract provision the other provisions are not affected by their invalidity. Contract parties, the invalid GBC of the Sender or transport contract provisions substitute by a new provision which is the closest to intention of Contract parties agreed in transport contract conclusion.
10. When these GBC of the Sender dictate a written form for a specific act, this is considered to be followed also if the act is made in the electronical form.

**Article II.**

**Transport orders and the transport contracts conclusion**

1. Transport contract conclude Contract parties based on the Sender´s order and its acceptance by the Carrier.
2. By order is understood a one- way legal act of the Sender addressed to the Carrier with the aim to perform the shipment by the Carrier. Accepted order is taken as a transport contract formation.
3. The order is sent by the Sender to the Carrier by electronical mail or fax and an order includes the following information:
4. The Sender identifications: business name, seat, business ID, tax ID, a person entitled to negotiate shipment
5. The specification of shipment which transport the Carrier is about to realize. (type specification, dimension, weight).
6. Specification of loading place
7. The date when the shipment is about to be performed
8. Specification of unloading place
9. The date of unloading realisation
10. The price of shipment
11. Extra requirements of the Sender related to shipment, if they exist.
12. Contract proposal ‘Order’ is considered to be accepted if the Carrier does not refuse contract proposal up to 30 minutes at work time from electronical mail delivery or confirms the order in written form, alternatively confirms delivery note CMR or delivery note.
13. A person that accepts the order claims that is entrusted, authorized or entitled by an authorized person to conclude transport contract. In the case of untruthfulness of this claim a person accepting the order is responsible for all the possible damages that arose from the invalid contract conclusion or invalidly agreed contract conditions based on this proposal. The person, in the meaning of previous sentence, also claims that if the Carrier, in which name he acts, does not pay a financial obligation, which arises because of these accepted GBC of the Sender, will be paid by him, as a debtor.
14. After the acceptance of a transport order a transport contract is regarded as concluded and the Carrier commits to realize an ordered transport for the Sender according to agreed conditions.
15. If the Carrier confirmed the proposal of transport contract but this was made with written objections, amendments, restrictions or other alternations this proposal is the rejection of an original proposal and it is regarded as a new transport contract proposal directing from the Carrier to the Sender. Only the implicit confirmation of a new proposal by the Sender leads to transport contract conclusion.
16. Contract parties are bound by concluded transport contract and they are not entitled to cancel it ex parte if transport contract these GBC of the Sender or general legal regulation does not define it differently. Possible changes or amendments of concluded transport contract might be performed only in written form, in the form of numbered amendments, signed by both the Sender and the Carrier.
17. The evidence of transport contract conclusion is delivery note respectively delivery note CMR. Delivery note is issued in the three original issues which must contain the stamp and the Sender, Carrier signatures. One issue of delivery note is given to the Sender, second one to the Carrier and the third one accompanies the shipment. In the case of missing delivery note, this has some flaws, respectively is lost, the existence or validity of concluded transport contract is not affected anyhow.
18. If it is necessary to load the shipment on several vehicles or if there are different kinds or particular parts of shipment the Sender or the Carrier are entitled to ask to issue as many delivery notes as many vehicles are about to be used or how many kinds or particular parts of shipment are about to be loaded.

**Article III.**

**Rights and duties of contract parties**

1. The Carrier is obligatory to act according to agreed conditions, with a professional care and in an appropriate quality. Within these duties the Carrier is mainly obligatory to take great care of shipment as well as the things he took in connection with shipment. (e.g., documents related with shipment et cetera).
2. The Carrier is obligatory to act by Sender´s orders during the transport. If the Carrier was not given by the Sender the necessary orders, then he is obligatory to ask for them. In the danger of delay the Carrier is obligatory to continue in transport also without these orders to protect in the best possible way Sender´s interests.
3. The Carrier is obligatory to be present while loading and unloading, where he is responsible for their correct realization. At loading he is obligatory to check delivery note, respectively delivery note CMR whether this includes all obligatory information. At loading the Carrier is obligatory to affirm delivery note, respectively delivery note CMR (in international transport) or vehicle operation record (vehicle performance record) or another transport documents. The Carrier is obligatory to check the amount and the weight of shipment, it´s marking, packing, it´s evident state at loading and the means of its placement on the vehicle. The Carrier is obligatory to check all the accompanying documents related with shipment ( e.g. delivery note, pallet tickets for their exchange et cetera) and information written in them. The Carrier is obligatory to ensure the compliance of information included in these accompanying documents related to shipment with the real state loaded or transported shipment (it´s amount, actual weight et cetera) and simultaneously he is obligatory for the compliance of the real state loaded respectively transported shipment (it´s amount, weight, marking et cetera) with information stated in transport contract respectively an accepted order.
4. In the case of finding any incompliance between the real state of loaded respectively transported shipment and information included in accompanying documents related to transported shipment or in the transport contract respectively the accepted order, the Carrier is always obligatory the found differences immediately report to the Sender (reporting obligation) and also ask from him orders to following procedures. The Carrier cannot leave the loading place before obtaining orders to following procedures from the Sender. In the case he does not agree with Sender´s orders, he is always obligatory to perform the transport of the shipment as it was agreed in the transport contract and in the other cases, he is obligatory to act according Sender´s orders. If the Carrier does not fulfil the reporting obligation in the meaning of this point because of found incompliance between the real state of loaded respectively transported shipment and information included in accompanying documents related with transported shipment or to the transport contract respectively accepted order does not perform the transport of the whole shipment as this is given to him at the loading place, the Carrier is obligatory to refund the Sender all the damages and expenses which emerge as the result of violation of these obligations and refund the Sender also possible expenses related with additional transport. If the Carrier does not fulfil the reporting obligation in the meaning of this paragraph and performs the transport of shipment as this was given to him at the loading place, he acts based on his own responsibility, thus any caused damages or expenses are taken by the Carrier.
5. In the case that the Carrier performs loading of shipment in amount or weight lower than stated in the transport contract respectively accepted order the Sender is entitled to provide the alternative transport of the part of shipment, which was not loaded by the Carrier in compliance with transport contract, respectively accepted order by himself or by the third person. The Sender is entitled to charge the Carrier the real expenses of the Sender related with provision of the alternative transport because of unloaded part of shipment. By this the demand of the Sender for contract penalty, because of unfulfilled reporting obligations is not affected anyhow, in the meaning of this point as for the possible demands of the Sender in the case of lost shipment or crossing the delivery time.
6. The Carrier is obligatory to notice the customer (i.e., the person for whom the Sender provides, by means of the Carrier transport contract – further also ‘customer’) for inappropriate placement of shipment on vehicle. If customer does not replace the shipment, the Carrier is immediately obligatory to inform the Sender and make a written remark in delivery note respectively delivery note CMR. The Carrier is obligatory to have at loading necessary fixing materials needed to fix the shipment (anti- slippery mats, protective corners, sufficient amount of straps, et cetera) on the vehicle and transported shipment fix in compliance with safety regulations.
7. The Carrier is obligatory to secure the shipment not to lead to its damage or loss. The Carrier is obligatory to inform the Sender about arrival of vehicle at a loading place. After loading he is obligatory to inform the Sender about the actual weight of shipment. The Carrier is responsible for correct realization of shipment.
8. In the case of an accident or holding of Sender´s vehicle or the other obstacle that does not allow to accomplish transport, respectively transport with agreed vehicle, the Carrier is obligatory, without any delay to provide vehicle of similar parameters on his own expenses. In the case of unfulfillment of this obligation all the Sender´s expenses connected with the provision of other vehicle will be charged to the Carrier and this is obligatory to refund these in total to the Sender. The Carrier is also obligatory to refund, one of above- mentioned obligations, 1/10 of the total price for transport.
9. If the Carrier performs the transport via another carrier, he is not irresponsible for damages or loss of shipment.
10. Without previous written Sender´s approval the Carrier is not entitled to use the shipment or allow this to the third person. Without previous written Sender´s approval no other shipment can be transported with particular shipment and shipment cannot be reloaded respectively unloaded or loaded on another vehicle. In the case of violation of any of above- mentioned orders, Contract parties agreed on contract penalty in the hight of 300 euros for every particular case.
11. About the danger of damages, transport delay or other circumstances influencing the proper transport contract fulfilment by the Carrier, the Carrier is obligatory inform the Sender without any delay. In the case of damages, the Carrier is obligatory to realize necessary measures and show necessary professional care the damage to be the lowest and inform the Sender without any delay. The Carrier is also obligatory to inform the Sender about the loading, customs and unloading of shipment. After unloading of shipment, the Carrier is obligatory to inform about this fact the Sender until one hour after it is finished. If in unloading of shipment emerge any problems related with it, the Carrier is obligatory to inform the Sender about it without any delay. Further the Carrier is obligatory, if asked by the Sender, correctly inform him about the contract fulfilment, mainly about where the shipment actually is. If in the head of transport contract are stated contact persons (so called managing clerk) the Carrier is obligatory, based on this paragraph, to provide information to the Sender via stated contact persons (also via the phone). In the case the Sender is endangered by damage of any kind, the Carrier is obligatory, if asked by the Sender, to provide the phone contact of the driver performing the transport for the Carrier. In the case of violation of any of above- mentioned obligations the Carrier is obligatory to charge fine 300 euros for any single case.
12. The Carrier is obligatory within the whole transport to park only in safe, for this reason reserved car parks. The damage of shipment in the case of breaking of this Carrier´s obligation is the Carrier obligatory to refund this to the Sender in full range.
13. In the case of Carrier´s delay in taking (loading) of shipment at particular place or with delivery (unloading) of shipment at particular place for more than two hours to agreed time schedules in accepted Sender´s order, the Carrier is obligatory to refund a contract penalty in the hight of 50 euros for every other hour of Carrier´s delay under the assumption he does not inform about the fact before the end of agreed time schedule.
14. In the case that vehicle does not arrive at loading place or the transport is cancelled by the Carrier 24 hours before planned loading the Sender is entitled to charge the contract penalty in the hight of agreed transport price.
15. The Carrier claims that once transport contract is concluded he has a valid insurance for the case of his responsibilities for damages caused during the transport contract fulfilment and that the insurance value in the case of transport by vehicle with total weight up to 3,5 tones is at the hight at least 33.000 euros, in the case of transport by vehicle with total weight up to 7,5 tones is at the height at least 75.000 euros and in the case of transport by vehicle with total weight up to 40 tones it is at the hight at least 150.000 euros and simultaneously the insurance value of valid Carrier´s insurance is always at the hight at least of value of transported shipment at particular transport. The Carrier also claims that validity and effectiveness of insurance contracts does not expire earlier as is the realization of this transport agreed in this contract. The Carrier is obligatory, if asked by the Sender, to send the Sender the copy of insurance contract via email or fax. The Carrier is responsible for all the necessary permits for transport as well as other necessary documents needed for transport. In the case of violation of any above- mentioned responsibilities the Carrier is obligatory to refund a contract penalty in the hight of 1000 euros for every single case and in the case of unfulfillment the obligation of minimal hight of insurance coverage in the hight agreed in this point , contract penalty in the hight of balance between the hight of insurance coverage, to which the Carrier was bound and the hight of an actual insurance coverage for which the valid insurance contract is concluded. In the case of damaged shipment will this be paid off in advance from Carrier´s insurance in the full range the damage was actually caused and this will be done without the limit responsibilities for damage defined by CMR agreement.
16. The Carrier is responsible for damages on shipment in compliance with regulations of CMR Agreement and in transports that do not follow these regulations they act according to Commercial code and other related legal regulations of Slovak republic. In the case of violation of obligations stated in the Sender´s GBC from the side of the Carrier it becomes in the relation to the Sender and from the side of Sender´s customer or other third persons including state organs and municipal organs to ask for sanction, damage refund or other offence the Carrier bounds to refund this to the Sender.
17. The Carrier is responsible for good technical state of vehicle, including loading part and undamaged canvass, he is also responsible for compulsory equipment of vehicle and its usage (safety helmet, safety glasses, safety gloves, safety shoes). The Carrier is also responsible for transport realisation only by persons with necessary professional capabilities. In the case of violation of any of above- mentioned obligations the Carrier is obligatory to refund a contract penalty of the hight of 200 euros for every single case.
18. The Carrier commits not to contact customer of the Sender only if this contact of transport provider with customer is characterised by already existing contract relationship. The Carrier commits, that in the term of one year from the day of transport realization according to the transport contract concluded between the Carrier and the Sender does not conclude the transport contract with the Sender´s customer ( I,e, sender, receiver or owner of shipment). The Carrier commits to protect the interests of the Sender as well as other participating parties of transport and to keep trade secret. For violation of above- mentioned obligations in this paragraph the Carrier will be given the contract penalty in the hight of four time of the carriage agreed in the transport contract.
19. In the case of numbering and demanding of contract penalty to the Carrier, the Sender´s possible insurance claim remains untouchable. To claim any agreed contract penalty in this contract, the Sender´s right to claim damages which is higher than the hight of charged contract penalty, is not affected anyhow.
20. In the case of violation of any responsibilities of the Carrier, which is in the terms of transport and so in these GBC of the Sender secured by contract penalty the Sender is obligatory to ask the Carrier only the damage refund without simultaneous asking for contract penalty. The possibility of option whether the Sender asks the Carrier for paying of contract penalty or damage claim belongs only to the Sender.
21. Contract penalty respectively damage claim is due the other day after being claimed against another contract party. For contract penalty respectively damage claim is necessary to ask in a written form in the way that the intention of a contract party is clear. The written form is considered to be correct also when this is made in electronical form. Contract penalty respectively damage claim is considered to be claimed the day following the day, when the contract party, to which the claim is addressed, is able to be acknowledged with contract penalty claim respectively damage claim.
22. In agreed transport price is also included the waiting time for loading and unloading in the length of 24 hours. The Carrier is not entitled to ask for numbered damage refund for waiting more than in the hight of one tenth of agreed transport price.
23. The Sender is entitled to cancel transport order the latest in the time limit of 24 hours before the planned loading of shipment and this can be done without any sanctions from the side of the Carrier. In the case of transport order cancelation by the Sender in the time shorter than 24 hours before the planned loading the Sender is obliged to refund calculated damages by the Carrier in the maximal hight of one fifth of agreed price for transport. The Carrier is not entitled to ask for refunding of calculated damages for cancelled transport bigger than one fifth of the price for agreed transport.
24. The Carrier is not entitled to ask for refunding of calculated damages whose claim results from violation of duties resulted from this concluded transport contract and this in the hight more than one fifth of price for agreed transport. The Carrier is not entitled to ask for refunding of calculated damages bigger than one fifth of the price for agreed transport also in cumulation of more claims resulted from this contract.
25. The Carrier is obligatory to submit the Sender all the documents that prove transport realization seven days from shipment delivery to the receiver respectively finish of the transport. These documents are mostly delivery note, respectively delivery note CMR, record of cargo vehicle operation, shipment delivery notes, palette tickets, copies of transport fees, weigh note respectively other document of shipment delivery in non- damaged state to receiver. In the case of shipment transport under the custom surveillance, the Carrier is obligatory to deliver to the Sender also copies of custom documents, alternatively delivery note CMR confirmed by particular custom office.
26. The Sender is obligatory to pay the Carrier agreed price of shipment. In the agreed price of shipment are included all the other additional fees which are necessary for the correct transport realization.
27. The Carrier invoice for transport realization is due up to 45 days from invoices and originals of documents delivery the point 25 of this article by mail/ currier. Wrongly delivered or undelivered transport documents will consequently delay invoices refund till 90 days from invoices delivery and originals of documents according to the point 25 of this article by mail/ currier. Non- cooperation in gaining of missing documents results in refund stoppage till correction is made.
28. The invoice together with the original of delivery note respectively delivery note CMR shall be sent by the Carrier to the address: ALDONA Ltd. 2611/16 Agatova Street 07501 Trebišov, Slovak republic
29. In the case that in delivery note or in delivery note CMR (or in other document that confirms transport realization) is stated any objection transport refund is postponed to the moment when claim is solved by entitled person.
30. In the case that the Carrier´s invoice for transport realization or any other document according to the point 25 of this article GBC of the Sender will include mistakes in writing, counting or any other evident wrongs or faulty information, respectively from the side of the Carrier wrong or incomplete documents will be submitted, the Sender is entitled to postpone invoice refunds up to 90 days from the day of invoice delivery and originals of documents according to the point 25 of this article by mail/ currier.
31. Contract parties agreed that the Carrier does not have right of lien neither right of lien to shipment also for claim provision of the Sender to the Carrier from transport contract. The Carrier is always obligatory to deliver the shipment to the receiver. Right of lien and right of lien to shipment does not belong to the Carrier.
32. The Carrier is obligatory to keep the minimal salary of driver who as the Carrier´s employee performs the transport in accordance with the minimal wage law valid in Germany (Gesetz zur Regelung eines allgemeinen Mindestlohnsä Mindeslohngesets- MiLoG) (further only minimal wage law MiLoG) and in the accordance with minimal wage law valid in France (Loi Macron) (further only minimal wage law Loi Macron). The Carrier is also obligatory to fulfil all the report obligations correctly and at time and obligations in the area of forming and providing particular documentation to particular German authorities the same as all the other obligations that emerge from the actual act amendments in minimal wage law MiLoG. The Carrier is also obligatory to fulfil his obligation correctly and in time that emerge from the valid minimal wage law Loi Macron in the case it is actual. The Carrier claims he is well aware about the actual amended act about the minimal wage MiLoG and the minimal wage act Loi Macron and commits to their abiding. The Carrier is obligatory to prove any time the fulfilment of stated obligations in the terms of this point GBC of the Sender, whenever asked. In the case of the Carrier´s violation of obligations according to this GBC point of the Sender any sanction or damage responsibility will be given, the Carrier is responsible for that in the full range and this is obligatory to pay the sanction or damage refund in total sum. In the case of commencement or claim of any the third person´s claims to the Sender caused by a minimal wage act MiLoG or Loi Macron violation from the side of the Carrier this is obligatory the claims of third person´s to fulfil on his own in the full range. This obligation the Carrier has also explicitly to the claims of social insurance bodies, financial offices and other bodies responsible for controlling of particular laws. In the case that the Carrier performs the transport via the third person, other carrier (see art. III point 9 of these GBC of the Sender) this is obligatory to provide and prove that his person correctly and in time fulfils his obligations emerging from a MiLoG minimal wage act as well as obligations from Loi Macron minimal wage act in case when their force is given. If this third person does not fulfil any of these obligations emerging from the MiLoG or Loi Macron minimal wage act the Carrier is responsible for possible damages or given sanctions for this violation in full range who is obligatory possible damages or sanctions to refund in the full range. By usage of the third person the Carrier does not get rid anyhow of responsibility and obligations emerging from this GBC of the Sender.
33. The Carrier claims that in all the Sender´s claim to the Carrier from the title of performed transport limitation period is prolonged to 10 years from the time when limitation period started for the first

**Article IV.**

**Final provisions**

1. The Carrier does not have the right to pass his claims to the Sender from the transport contract to the third person.
2. Possible disputes between the Carrier and the Sender from concluded transport contract, the Contract parties try to solve them mainly by extrajudicial means.
3. All the legal relations that emerge between the Contract parties based on the transport contract including relations connected with concluded transport contract and they always act according the legal regulation of Slovak republic and international regulations which are superior to legal regulation of Slovak republic. Governing law is always Slovak.
4. Contract parties agreed and claim that all the disputes emerged from legal regulations originated in this transport contract or connected with this contract including all the other legal relations, claim to issue groundless enrichment, claims for damage refund, disputes of validity, interpretation, termination of this contract will be solved in front of factually and locally particular general court in Slovak republic. In the case that according to act number 97/1963 Legal code about the international law private and processing as amended by later acts, according the order of Board (ES) n. 44/2001 about authority and acceptance judgments in civil and commercial cases or according to other legal regulation acts or international contract arranging court jurisdiction in disputes with foreign element was not a particular court of the Slovak republic, the particular court will be according to agreement of the Contract parties the District law court Trebišov , Slovak republic.
5. These GBC of the Sender are issued in the Slovak and English language, both versions are legally equal. In the case of ambiguousness respectively contradictory interpretation of these GBC of the Sender in the Slovak and English language commercial- obligatory relations between the Sender and the Carrier act by the Slovak version of GBC of the Sender.
6. These actualised GBC of the Sender are in force from 1.1.2021. All the changes and amendments of these GBC of the Sender are in force from the day of their issue and availability on the website of the Sender.

In Trebišov, 1.1.2020