

GENERAL FREIGHT FORWARDING CONDITIONS

of the Association of Logistics and Freight Forwarding of the Slovak Republic

English translation of the Slovak version incorporating amendments approved on 12 May 2005, 9 November 2011, 19 November 2014, 11 November 2015 and 13 November 2019

Translation note: Pursuant to Article 1.4, the Slovak wording prevails over this English translation.

ARTICLE 1 - SUBJECT MATTER AND PURPOSE; SCOPE OF APPLICATION

1.1 These General Freight Forwarding Conditions of the Association of Logistics and Freight Forwarding of the Slovak Republic (abbreviated as the “GFFC ALFF SR”) are issued on the basis of Section 2, point 4 of the Articles of Association of the Association of Logistics and Freight Forwarding of the Slovak Republic (abbreviated as the “ALFF SR”) and Section 273(1) and (2) of the Commercial Code of the Slovak Republic (abbreviated as the “Commercial Code”). Their purpose is to regulate in greater detail and supplement Sections 601 to 609 of the Commercial Code concerning the freight forwarding contract.

1.2 The GFFC ALFF SR apply to commercial relationships between principals and freight forwarders in the field of domestic and international freight forwarding, provided that they become part of the freight forwarding contract. In domestic freight forwarding, those parts of the GFFC ALFF SR which, by their nature, relate exclusively to international freight forwarding shall not apply.

1.3 Deviating provisions of the freight forwarding contract shall take precedence over the wording of the GFFC ALFF SR. The provisions of the GFFC ALFF SR shall take precedence over the wording of the Commercial Code and the Civil Code (abbreviated as the “Civil Code”), but may not conflict with their mandatory provisions or with mandatory provisions of other legal regulations.

1.4 The Slovak wording of these GFFC ALFF SR shall prevail over their English and German translations.

1.5 For the purposes of these GFFC ALFF SR:

- “freight forwarder” means an undertaking holding the relevant trade licences authorising it to conduct business in this field within the meaning of the Trade Licensing Act. In carrying out this activity, the freight forwarder undertakes, under a freight forwarding contract, to procure, in its own name and for the account of its customer, the principal, the transport of goods from a specified place to another specified place (Section 601(1) of the Commercial Code). The freight forwarder may also undertake to procure, arrange or perform auxiliary services connected with the transport, provided that such activities fall within the scope of its business. The principal commercial contract on both the domestic and international market is the contract of sale between the seller and the buyer. INCOTERMS delivery terms are usually incorporated into an international contract of sale. Depending on the delivery term selected, the consignor of the goods is either the seller or the buyer, who is obliged to conclude a contract of carriage with the carrier. This obligation is often entrusted to a specialist, the freight forwarder;
- “principal” means a person, whether legal or natural, who orders from the freight forwarder the procurement of transport and, where applicable, other auxiliary services connected with the transport, and for this purpose concludes a freight forwarding contract with the freight forwarder and, in respect of auxiliary services, the relevant additional contracts;
- “procurement of transport” means the performance of transport arrangements by the freight forwarder on the basis of a contract for the carriage of goods concluded between the freight forwarder, acting as consignor, and the carrier;
- “carrier” means an undertaking which, under a contract for the carriage of goods, undertakes towards the consignor, for remuneration, to carry goods from a specified place, the place of dispatch, to another specified place, the place of destination. The carrier performs the carriage;
- the freight forwarder becomes the “representative of the principal” as consignor where, on the basis of a mandate agreement, it acts in the name of the consignor when concluding the contract of carriage with the carrier. In such a case, the party to the contract of carriage as consignor is the principal, not the freight forwarder;

- the freight forwarder is an “intermediary of transport” where, on the basis of a brokerage agreement and for remuneration, it undertakes to carry out activities aimed at enabling the interested party to conclude a contract for the carriage of goods with a specified carrier itself and in its own name (Section 643 et seq. of the Commercial Code). Brokerage is an unregulated commercial trade (Sections 25(1), 33(h) and 41a of the Trade Licensing Act).

ARTICLE 2 - CONCLUSION, FORMATION AND FORM OF THE FREIGHT FORWARDING CONTRACT

2.1 The rights and obligations of the freight forwarder arise primarily on the basis of a valid freight forwarding contract. Under a freight forwarding contract, the freight forwarder undertakes towards the principal to procure, in its own name and for the principal’s account, the transport of goods from a specified place to another specified place, and the principal undertakes to pay remuneration to the freight forwarder (Section 601(1) of the Commercial Code).

2.2 The conclusion and formation of a freight forwarding contract are governed by Sections 43 to 51 of the Civil Code and Sections 269 to 275 of the Commercial Code. A timely and unconditional acceptance of the offer is required for a freight forwarding contract to arise. An acceptance containing additions, reservations, restrictions or other changes constitutes a rejection of the offer and is deemed to be a new offer, which must be accepted for a contract to arise. A proposal designated as a “freight forwarding order” or an “order for freight forwarding services” is also deemed to be an offer. The offer is usually submitted by the principal, although the initiative may also come from the freight forwarder. The offer must be sufficiently specific and addressed to a particular person. It must precisely define the services to be procured by the freight forwarder, in particular the procurement of a specific transport, and must be addressed to a specific freight forwarder.

2.3 Under these GFFC ALFF SR, a freight forwarding contract must be in writing in order to be valid, unless the parties agree otherwise. The written form must be observed for the commercial acts creating the contract, namely both the offer and its acceptance. The written form includes a contract recorded in a document forming a single technical whole, declarations by the parties made through the exchange of documents or correspondence, telegrams, telex messages, telefaxes and declarations made by electronic means. Silence or inactivity on the part of the addressee of the offer cannot, by itself, constitute acceptance of the offer.

ARTICLE 3 - FREIGHT FORWARDING ORDER

Legal nature and function

3.1 A freight forwarding order may constitute an offer for a freight forwarding contract submitted by the principal to the freight forwarder. The freight forwarding contract arises upon its unconditional acceptance.

3.2 A freight forwarding order issued by the principal at the request of the freight forwarder for the purpose of confirming the existence and content of an already concluded freight forwarding contract that is not in writing may be used where the parties have waived the requirement of written form (Section 601(2) of the Commercial Code).

ARTICLE 4 - COOPERATION BETWEEN THE PARTIES TO THE FREIGHT FORWARDING CONTRACT

4.1 The principal and the freight forwarder are obliged to cooperate closely in performing the freight forwarding contract. They must fulfil their obligations under the contract properly and in due time.

4.2 Where the principal is in default in performing its obligations, the freight forwarder cannot be in default towards the principal, and vice versa.

4.3 A freight forwarder which, in the context of reciprocal performance, is obliged to perform its obligations in advance, namely to conclude a contract with the carrier, may refuse performance until reciprocal performance, namely payment of the remuneration, is provided or secured, if the principal's performance is jeopardised by circumstances of which the freight forwarder was unaware when the contract was concluded.

ARTICLE 5 - BASIC OBLIGATIONS AND RIGHTS OF THE FREIGHT FORWARDER

5.1 The freight forwarder is obliged:

5.1.1 to procure for the principal, in its own name and for the principal's account, the agreed transport of goods from the specified place of dispatch to the specified place of destination; at the principal's request, it is obliged to issue confirmation of receipt of the consignment whose transport it is to procure;

5.1.2 to take over the consignment of goods from the carrier at the agreed place and to take over a stored consignment from the warehouse keeper, if it has been entrusted with these tasks under the freight forwarding contract;

5.1.3 to perform its obligations under the freight forwarding contract with professional care and to ensure that the principal's interests are served efficiently and economically;

5.1.4 to comply with the principal's instructions within the freight forwarding contract and, in doing so, to safeguard the principal's interests, which entails in particular:

- the duty to draw the principal's attention to any obvious incorrectness in its instructions;
- where there is a risk in delay, to act even without such instructions so as to protect the principal's interests to the greatest possible extent, insofar as those interests are known to it;

5.1.5 to take proper care of goods entrusted to it by the principal, as well as goods taken over for the principal, and money collected for the principal by cash on delivery or otherwise;

5.1.6 to ascertain or arrange verification of the quantity of goods delivered to or received from the carrier, but only where this has been agreed with the principal;

5.1.7 to insure the consignment against risks during transport where this has been agreed in the freight forwarding contract; the freight forwarder shall conclude the insurance contract either in its own name and for the principal's account or in the principal's name;

5.1.8 to notify the principal without delay of any damage threatening the consignment or already sustained by it, as soon as the freight forwarder becomes aware of it;

5.1.9 to archive, for the principal's needs and for a reasonable or agreed period, while maintaining confidentiality, the documents obtained in performing the freight forwarding contract.

5.2 The freight forwarder is entitled:

5.2.1 to require a written order for the procurement of transport, a freight forwarding order, if the freight forwarding contract is not in writing (Section 601(2) of the Commercial Code);

5.2.2 to organise the transport, including the choice of mode of transport and carrier, unless otherwise agreed;

5.2.3 to require from the principal a reasonable advance for costs connected with performance of the freight forwarding contract;

5.2.4 to require payment of the agreed remuneration or, if no remuneration has been agreed, remuneration according to the freight forwarder's tariff;

5.2.5 to require reimbursement of necessary and useful costs incurred in connection with performance of its obligations under the freight forwarding contract, and also reimbursement of costs reasonably incurred in performing its obligation;

5.2.6 to ask the principal to correct incorrect instructions or supplement incomplete instructions and, at the same time, to require accurate information concerning the contents and nature of the consignment;

5.2.7 to require an express instruction to insure the consignment and specification of the type of insurance;

5.2.8 to require an express instruction for the collection of a sum by cash on delivery or for another collection transaction;

5.2.9 to perform itself the transport which it is to procure, unless this conflicts with the contract or the principal prohibits it before performance of the transport begins (right of self-entry, Section 605(1) of the Commercial Code);

5.2.10 to use another freight forwarder, an intermediate freight forwarder, to procure the transport; in doing so, it is liable to the principal as if it had procured the transport itself;

5.2.11 to deviate from the principal's instructions where this is required to protect the principal's interests, particularly where there is a risk in delay.

ARTICLE 6 - BASIC OBLIGATIONS AND RIGHTS OF THE PRINCIPAL

6.1 The principal is obliged:

6.1.1 to give the freight forwarder a written order for the procurement of transport if the freight forwarding contract is not in writing and the freight forwarder so requests;

6.1.2 where the consignment is under an imminent threat of substantial damage, to give the freight forwarder the necessary instructions immediately and in writing upon its request; otherwise, the freight forwarder is entitled to sell the consignment;

6.1.3 to provide the freight forwarder with accurate information concerning the contents and nature of the consignment and other facts necessary for concluding the contract for the carriage of the consignment, in particular information on the type and quantity of goods, marks and signs, type of packaging, dimensions and weight of individual pieces, and whether the goods are dangerous goods within the meaning of ADR, RID and similar agreements; and to inform the freight forwarder in due time of public-law regulations, including import, export and transit permits and customs regulations, insofar as the freight forwarder is not required to know them;

6.1.4 to pay the agreed remuneration to the freight forwarder in due time; if no remuneration has been agreed, remuneration according to the freight forwarder's rates valid at the time the freight forwarding contract was concluded; if the freight forwarder's rates are unavailable, the remuneration customary at the time the contract was concluded;

6.1.5 at the freight forwarder's request, to provide a reasonable advance for costs connected with performance of the freight forwarder's obligation;

6.1.6 to reimburse the freight forwarder in due time for necessary, useful and reasonably incurred costs. The principal must also pay the freight forwarder its remuneration and reimburse its costs in the event of return transport of the goods where the consignee refuses to accept the consignment. In such a case, the remuneration shall be equal to that payable for transport to the consignee. The principal has an equivalent obligation where it revokes an agreed cash-on-delivery or other collection transaction, or where collection of the relevant amount is unsuccessful despite the freight forwarder's efforts and the consignment must be returned;

6.1.7 to compensate the freight forwarder for the full amount of damage and additional costs where the principal provides inaccurate or incomplete information concerning the contents and nature of the consignment or other facts necessary for concluding the contract for the carriage of the consignment, and the damage or increased costs arise in connection with the inaccurate or incomplete information;

6.1.8 to give the freight forwarder an express instruction to insure the consignment if it wishes the consignment to be insured and insurance has not been agreed in the freight forwarding contract;

6.1.9 to prohibit the freight forwarder's self-entry if the principal does not wish the freight forwarder itself to perform the transport which it is to procure.

6.2 The principal is entitled:

6.2.1 to require the freight forwarder to procure transport in accordance with the terms of the freight forwarding contract and these GFFC ALFF SR;

6.2.2 to give the freight forwarder, within the freight forwarding contract, more detailed instructions regarding the manner, mode and route of transport and the designation of the consignee;

6.2.3 to instruct the freight forwarder to stop the transport with the carrier and return the consignment, provided that the consignee has not yet taken over the consignment or the right of disposal over the consignment has not been transferred to a person to whom the freight forwarder is not authorised to give instructions;

6.2.4 to require from the freight forwarder additional auxiliary services connected with the procurement or performance of transport, insofar as they have been agreed in the freight forwarding contract or separately;

6.2.5 to withdraw from the freight forwarding contract in the event of a material breach by the freight forwarder.

ARTICLE 7 - LIABILITY OF THE FREIGHT FORWARDER FOR DAMAGE AND ITS EXTENT

7.1 A freight forwarder which breaches an obligation under the freight forwarding contract, another commercial contract, another obligation, or another non-contractual obligation laid down in the Commercial Code, is obliged to compensate the other party for the damage caused thereby, unless it proves that the breach was caused by circumstances excluding liability (Sections 373, 374 and 757 of the Commercial Code; Article 9 of the GFFC ALFF SR). The injured party, the principal, must prove the

freight forwarder's breach of obligation, the occurrence of damage and the causal link between the breach and the damage. The freight forwarder must prove the existence of a circumstance excluding liability, as a ground for exoneration.

7.2 Where the freight forwarder is liable for damage, its obligation to compensate the damage is limited as follows:

7.2.1 In the case of damage to the consignment occurring during carriage by a means of transport or during handling connected with the carriage, for example loading, transshipment or unloading, the amount of compensation is limited to 8.33 XDR per kilogram of the gross weight of the damaged, destroyed or lost goods, but not more than 20,000 XDR per loss event.

7.2.2 In the case of damage caused by delayed delivery of the consignment, the freight forwarder's obligation to compensate the damage is limited to the agreed amount of freight charges.

7.2.3 In the case of storage, the freight forwarder's liability for lost, damaged or destroyed goods is limited to:

- 3,925 XDR per kilogram of the gross weight of the damaged, destroyed or lost goods, subject to a maximum of:
- 3,925 XDR per loss event, meaning one consignment;
- 19,625 XDR where the damage suffered by the customer, the principal, consists of the difference between the required and actual quantity of stored stock.

7.2.4 In the case of other damage, the freight forwarder's obligation to compensate is limited to 20,000 XDR per loss event.

7.3 In the case of a consignment of high-value goods or where the principal has a special interest in delivery, a higher limit of the freight forwarder's liability may be agreed in the freight forwarding contract, in derogation from point 7.2 of these GFFC ALFF SR.

7.4 Loss of profit and indirect damage shall not be compensated.

7.5 If the freight forwarder intentionally causes damage in performing the freight forwarding contract, it is obliged to compensate that damage in full, without limitation and including loss of profit.

ARTICLE 8 - LIABILITY OF THE PRINCIPAL FOR DAMAGE AND ITS EXTENT

8.1 The same principle of liability and the provisions which, under Article 7, points 7.1, 7.4 and 7.5, govern the freight forwarder's liability shall apply to the principal's liability and its extent.

8.2 The provisions of points 7.2 and 7.3 shall not apply to the principal's liability.

ARTICLE 9 - CIRCUMSTANCES EXCLUDING THE LIABILITY OF THE FREIGHT FORWARDER AND THE PRINCIPAL

9.1 Obstacles satisfying all the characteristics set out in Section 374 of the Commercial Code are deemed to be circumstances excluding the liability of both the freight forwarder and the principal for breach of their contractual obligations.

9.2 Liability is not excluded by an obstacle which arose only after the obliged party was already in default in performing its obligation or which arose from its economic circumstances. Unless the parties agree otherwise, failure to obtain an official permit for which an application is required, including an export, transit, import or foreign-exchange permit, shall not be deemed a circumstance excluding liability.

9.3 The party affected by the obstacle must inform the other party thereof without delay.

9.4 The effects excluding liability are limited to the period during which the relevant obstacle continues. If the obstacle continues for more than one month, calculated from the time by which the contractual obligation affected by the obstacle should have been performed, for example procurement of transport, storage of goods, payment of an advance for costs or payment of remuneration, either party to the freight forwarding contract is entitled to withdraw from the contract, even if the obligation has been partially performed. Upon withdrawal, the freight forwarder is entitled to reimbursement of costs already incurred and to a proportionate part of the remuneration. The principal is entitled to the return of the part of the advance for costs not used by the time of withdrawal and to the return of a proportionate part of the remuneration if it was paid in full when the contract was concluded.

9.5 The existence of an obstacle excluding liability must be proven by the party relying on that obstacle.

ARTICLE 10 - AUXILIARY SERVICES OF THE FREIGHT FORWARDER

10.1 In addition to procuring the transport of goods, the freight forwarder often provides the principal with further auxiliary and supplementary services connected with the transport of goods. This requires an agreement with the principal, incorporated directly into the freight forwarding contract or concluded separately. Such services include, for example, storage of goods, inspection activities, insurance of consignments, collection transactions and participation in customs proceedings. Some are governed by separate types of commercial contracts, for example a storage contract, inspection contract, insurance contract or collection contract. If such contracts are included in a single contractual document together with the freight forwarding contract, they constitute “mixed contracts”.

10.2 Insofar as these GFFC ALFF SR also regulate auxiliary services, they apply regardless of whether the agreement on the auxiliary service is included in the freight forwarding contract or is separate from it. The freight forwarder may procure auxiliary services in its own name and for the principal’s account, arrange them in the principal’s name as its representative, or perform them itself. The freight forwarder procures auxiliary services for remuneration, which is either included in the total remuneration for procuring the transport or determined separately.

ARTICLE 11 - STORAGE OF GOODS

11.1 Where the freight forwarder, as part of its activities, performs or procures the storage of goods, that activity is governed by the following provisions:

11.1.1 The goods shall be stored, at the freight forwarder’s choice, in its own warehouse or in third-party storage premises. If the freight forwarder stores the goods in a third-party warehouse, it shall notify the principal, the depositor, of the name of the warehouse keeper and the place of storage.

11.1.2 The principal is entitled to inspect the storage premises itself or have them inspected. Objections or complaints concerning the storage premises or the placement of the goods must be raised immediately. If the principal has not exercised its right of inspection, it waives subsequent objections to the type and manner of placement of the goods, provided that the freight forwarder selected the premises and placed the goods with due care. The principal may enter the warehouse only when accompanied by the freight forwarder or the warehouse keeper.

11.1.3 If the principal handles the goods during storage, for example by taking samples, the freight forwarder is entitled to require the quantity, weight and characteristics of the goods to be

ascertained in its presence. If the principal fails to comply with this requirement, the freight forwarder is not liable for damage identified later, except where it is demonstrably unrelated to that handling.

11.1.4 The principal is liable for all damage caused by it, its employees or persons authorised by it when entering the warehouse, whether to the freight forwarder, other warehouse keepers or third parties, depositors, and for damage caused by its defective goods to the freight forwarder as warehouse keeper, other warehouse keepers or depositors.

11.1.5 In the event of inventory discrepancies relating to stored goods of the same principal, where a shortage and surplus occur simultaneously, the freight forwarder may offset the value of the stored stock.

11.1.6 If the freight forwarder has justified doubts as to whether its claims against the principal are secured by the value of the stored goods, it is entitled to set the principal a reasonable period within which the principal must secure the freight forwarder's claims in another manner. If the principal fails to comply within that period, the freight forwarder is entitled to terminate the storage contract with immediate effect or withdraw from it.

11.2 In all other matters, the relationship between the freight forwarder as warehouse keeper and the principal as depositor is governed by the provisions of the Commercial Code concerning the storage contract, Sections 527 to 535.

ARTICLE 12 - INVOICING AND METHOD OF PAYMENT

12.1 The basis for payment of the freight forwarder's monetary claims is the freight forwarder's invoice, which is due within 15 days after delivery to the principal, unless the parties agree otherwise. It is presumed that delivery of an invoice takes three days in domestic dealings and ten days in international dealings.

12.2 The principal is obliged to discharge its monetary obligation under the invoice, at its own risk and cost, by payment to the freight forwarder's business current account at the bank specified in the invoice or the freight forwarding contract. A monetary obligation paid through a bank is discharged when the amount paid is credited to the freight forwarder's account with its bank. If the principal pays through the postal service, the obligation is discharged when the amount is paid to the freight forwarder. In the exceptional case of personal cash payment, the principal is obliged to make payment, at its own risk and cost, at the freight forwarder's registered office.

12.3 If the principal is in default in performing its monetary obligation, it is obliged to pay the freight forwarder a contractual penalty of 0.07% of the outstanding amount for each day of delay, but at least at the interest rate applicable at the time of the principal's delay.

ARTICLE 13 - SECURITY FOR CONTRACTUAL OBLIGATIONS

13.1 Contractual penalty

The parties may agree in the freight forwarding contract on a contractual penalty to secure contractual obligations, representing a lump-sum compensation for damage. The entitlement to payment of the contractual penalty arises upon breach of the contractual obligation secured by it, irrespective of whether the entitled party has suffered damage. An agreement on a contractual penalty must be in writing and must specify the secured obligation and the amount of the penalty (for further details, see Sections 544 to 545 of the Civil Code and Sections 300 to 302 of the Commercial Code).

13.2 Right of retention

To secure all its claims against the principal, the freight forwarder has a right of retention over the consignment for as long as the consignment is in its possession. The right of retention is exercised by the freight forwarder retaining the goods on its own authority. The freight forwarder is obliged to notify the principal of the retention without delay and no later than within three days. The freight forwarder must take care of the retained consignment and protect it against damage, destruction or loss. The principal is obliged to reimburse the costs of care and protection of the consignment. The goods may be used only with the debtor's consent.

ARTICLE 14 - FINAL PROVISIONS

14.1 Place of performance

For proper performance of the obligations of the parties to the freight forwarding contract, the obligation must be performed at the freight forwarder's registered office or at the place of its establishment to which the order or freight forwarding order was addressed, unless the nature of the obligation indicates that it may or must be performed at another place.

14.2 Withdrawal from the contract

A party may withdraw from the freight forwarding contract only in cases provided for by the freight forwarding contract, these GFFC ALFF SR, the Commercial Code, Sections 344 to 354, or another law. Unilateral withdrawal from the freight forwarding contract without legal grounds is not permitted. The contracting parties may, however, agree on a withdrawal payment.

14.3 Limitation of rights

14.3.1 Rights against the freight forwarder and the carrier arising from damage to goods in transit and from delayed delivery of the consignment become time-barred after one year. For rights arising from total destruction or loss of the consignment, the limitation period begins on the day on which the consignment should have been delivered to the consignee; for other rights, on the day on which the consignment was delivered. For damage caused knowingly, the general limitation period of four years applies.

14.3.2 The general limitation period of four years applies to other rights of the freight forwarder and the principal arising from the freight forwarding contract.

14.3.3 Further matters concerning limitation of rights are governed by Sections 387 to 408 of the Commercial Code.

14.4 Governing substantive law

14.4.1 A freight forwarding contract for domestic freight forwarding is always governed by Slovak law.

14.4.2 A freight forwarding contract for international freight forwarding is likewise governed by Slovak law, unless the parties to the contract expressly choose the law of another state.

14.5 Settlement of disputes

14.5.1 All disputes arising from or in connection with the freight forwarding contract, including issues of its validity and termination, shall first be resolved by the parties through negotiation and agreement.

14.5.2 If no agreement is reached and the dispute is between domestic parties to a freight forwarding contract, either party is entitled, at its option, to submit the dispute for decision to the Arbitration

Court of the Slovak Bar Association, with its registered office at Kolárska 4, 813 42 Bratislava, Slovak Republic, or to the competent state court in the Slovak Republic.

14.5.3 If no agreement is reached and the dispute is between parties to an international freight forwarding contract, the dispute shall be decided in arbitration before the Arbitration Court of the Slovak Bar Association, with its registered office at Kolárska 4, 813 42 Bratislava, Slovak Republic, in accordance with the Rules of Procedure of the Arbitration Court of the Slovak Bar Association. The parties undertake to comply with the arbitral award within the time limits specified therein.

14.5.4 For the purpose of determining the jurisdiction of the Arbitration Court of the Slovak Bar Association, with its registered office at Kolárska 4, 813 42 Bratislava, to decide disputes arising from or in connection with the freight forwarding contract, including issues of its validity and termination, the freight forwarding contract shall contain the following arbitration clause in a separate part of the contract:

“Arbitration Clause

All disputes arising out of or in connection with this contract, including disputes concerning non-contractual claims, shall be decided in arbitration in accordance with the Rules of Procedure of the Arbitration Court of the Slovak Bar Association. The number of arbitrators shall be one, in words: one, in disputes with an amount in dispute of up to EUR 20,000, or three, in words: three, in all other cases. In case of doubt, the number of arbitrators shall be deemed to be three, in words: three. Where the number of arbitrators is one, in words: one, the parties to the dispute authorise the Presidium of the Arbitration Court of the Slovak Bar Association to select the arbitrator on their behalf. The language of the arbitration shall be [Slovak and English]. The arbitration clause shall be governed by the law of the Slovak Republic.

If the decision in the matter may depend on the assessment of facts requiring specialised knowledge and experience in logistics and freight forwarding, including customs law, the arbitral tribunal may request an expert opinion from a specialist in that field nominated, at the request of the arbitral tribunal, by the President of the Association of Logistics and Freight Forwarding of the Slovak Republic. The arbitral tribunal shall give the parties an opportunity to comment on the selection of the expert. The provisions of the Rules of Procedure of the Arbitration Court of the Slovak Bar Association concerning the impartiality of an expert witness shall apply mutatis mutandis to such specialist.”

14.5.5 If the freight forwarding contract does not contain an arbitration clause but refers to the GFFC ALFF SR, the freight forwarding contract and the related jurisdiction of the Arbitration Court of the Slovak Bar Association, with its registered office at Kolárska 4, 813 42 Bratislava, to decide disputes shall be deemed to be governed by the arbitration clause set out in point 14.5.4 of these GFFC ALFF SR.

14.6 Validity and effectiveness of the GFFC ALFF SR

These General Freight Forwarding Conditions of the Association of Freight Forwarders of Slovakia were approved by the General Meeting of Members of the Association of Freight Forwarders of Slovakia on 18 November 1999 and entered into effect on 1 April 2000. They replace the General Freight Forwarding Conditions of the Association of Freight Forwarders of Slovakia dated 6 November 1992, as amended on 4 February 1994.

Note

These General Freight Forwarding Conditions were discussed and positively assessed by the Slovak Chamber of Commerce and Industry.