

# The General business terms and conditions of the Sender

DyneXor s.r.o., registered at Štefánikova 3890/11, 080 01 Prešov, Slovak Republic, Company ID: 56 493 711.

## Article I – Basic Provisions

1. These General Terms and Conditions of DyneXor s.r.o., with headquarters at Štefánikova 3890/11, 080 01 Prešov, Slovak Republic, Company ID: 56 493 711 (hereinafter referred to as “Sender's Terms and Conditions” or “Terms”) are issued to regulate the rights and obligations of the parties arising from the contract of carriage of goods (hereinafter also referred to as the “carriage contract” or “contract”). This contract is concluded by DyneXor s.r.o., based at Štefánikova 3890/11, 080 01 Prešov, Slovak Republic, Company ID: 56 493 711, registered in the Commercial Register of the District Court of Prešov, Section Sro, File No. 48535/P (hereinafter “Sender”), and an individual or legal entity, as well as other entities engaged in the transport industry (hereinafter “Carrier”). The Carrier enters into and performs the contract within its business activities. The purpose of the carriage contract is to determine the mutual rights and obligations of the contracting parties in the transport of shipments.
2. Transport of Shipment: The transport of shipments refers to either domestic or international shipment. Domestic transport occurs when both the point of dispatch and the destination (hereinafter referred to as “destination”) are within the same country. International transport takes place when the point of dispatch and the destination are in two different countries.
3. The Carriage Contract obligates the Carrier to transport the shipment from one place to another (the destination), and the Sender undertakes to pay the Carrier the agreed fee (freight).
4. These General Terms and Conditions of the Sender form an integral part of the carriage contract between the Carrier and the Sender (hereinafter collectively referred to as the “Contracting Parties”). The provisions of the carriage contract that differ from these Terms shall take precedence over them. Any deviations from these Terms must be agreed upon in writing by the Contracting Parties to be valid.
5. Legal Relationships arising from the carriage contract are governed by the Convention on the Contract for the International Carriage of Goods by Road (CMR Convention) (as promulgated by Ministry of Foreign Affairs Decree No. 11/1975), where its applicability is defined under Article 1, Paragraphs 1-4 of the CMR Convention. Subsidiarily, these relationships are governed by Act No. 513/1991 Coll., the Commercial Code, as amended (hereinafter referred to as the “Commercial Code” or “CC”) and these Terms. In cases where the provisions of the CMR Convention are not applicable, the provisions of the Commercial Code, other legal regulations of the Slovak Republic, and these Terms shall apply.
6. The Carrier is required to familiarize itself with the Sender's Terms prior to entering into the carriage contract. These Terms apply to all contractual relationships between the

Carrier and the Sender regarding the transport of shipments, from the conclusion of the carriage contract to the fulfillment of all obligations arising from or related to it. By concluding the carriage contract, the Carrier agrees to these Terms, which can also be accepted through electronic communication with the same legal effect.

7. Upon acceptance of these Terms, all future legal relationships between the Contracting Parties shall continue to be governed by these Terms, unless explicitly agreed otherwise between them.
8. The General Terms and Conditions of the Carrier or documents with equivalent binding force shall only apply if the Sender has explicitly accepted in writing that they take precedence over these Terms. Otherwise, the Sender's Terms shall always take precedence over the Carrier's terms or documents of equivalent force.
9. The Sender reserves the right to update or amend these Terms continuously. All changes or additions will be published on the Sender's website and/or issued in written form. Each change, amendment, or addition shall be binding no later than its publication on the Sender's website. The Carrier fully accepts and agrees with this right.
10. If any provision of these Terms or the carriage contract becomes invalid, the validity of the other provisions shall not be affected. The Contracting Parties agree to replace the invalid provision with a new one that closely approximates the original intention of the parties at the time of the contract's conclusion. The Sender will amend the invalid provision of these Terms accordingly.
11. If these Terms require a written form for a specific action, this requirement is also fulfilled when the action is carried out in electronic form.
12. An electronic action is understood as an action originally performed in written form, signed by the Contracting Party, and converted into PDF format, which is then sent as an email attachment to the other Contracting Party for signing.

## **Article II – Order for Transport and Conclusion of the Carriage Contract**

1. The carriage contract is concluded between the Contracting Parties based on the Sender's Order and its acceptance by the Carrier, unless otherwise stated.
2. An Order refers to a unilateral legal action by the Sender requesting the Carrier to transport the shipment. The Sender's Order should be considered as a proposal for entering into a carriage contract. Upon acceptance of the Order, the carriage contract is deemed concluded.
3. The Sender sends the Order electronically or by fax. The Order includes the following information:
  - a) Identification details of the Sender: business name, registered office, company ID, VAT ID, bank details, and contact person for communication regarding transport;
  - b) Specification of the shipment (type, dimensions, weight);
  - c) Loading location;
  - d) Loading date;
  - e) Unloading location;
  - f) Unloading date;

- g) Price of transport;
  - h) Special requirements for transport, if any.
4. An Order is considered accepted and the carriage contract concluded if the Carrier:
    - a) Confirms the order in writing or with a CMR consignment note, regardless of its form;
    - b) Does not reject the electronic Order within 30 minutes from the time it was sent by the Sender;
    - c) Does not reject the faxed Order within 30 minutes of its delivery to the Carrier.
  5. The person accepting the Order declares that they are authorized to enter into the carriage contract and are liable for fulfilling it. If this declaration is untrue, they are responsible for any damages caused by the invalid contract conclusion. This person also guarantees payment of obligations if the Carrier fails to meet them.
  6. After accepting the Order, the carriage contract is concluded, and the Carrier undertakes to carry out the transport according to the agreed conditions.
  7. If the Carrier accepts the Order with reservations, additions, or modifications, this is considered a new contract proposal. The carriage contract is concluded only upon the unconditional confirmation of the new proposal by the Sender.
  8. The Contracting Parties are bound by the concluded carriage contract and cannot unilaterally cancel it unless permitted by the contract, the Sender's Terms, or by law. Any changes or additions to the contract must be made in writing, in the form of numbered amendments signed by both parties.
  9. Proof of the contract includes the contract itself and the consignment note or CMR note. The consignment note or CMR note is made in three original copies, signed and stamped by both the Sender and Carrier. One copy is for the Sender, one for the Carrier, and one accompanies the shipment. If the consignment note is missing, incomplete, or lost, the carriage contract remains valid, and the Contracting Parties are required to cooperate to rectify the defect as soon as possible.
  10. If the shipment is divided across multiple vehicles or consists of different parts, either the Sender or Carrier may request issuance of as many consignment notes as there are vehicles or parts of the shipment.

### **Article III – Rights and Obligations of the Contracting Parties**

1. The Carrier is obliged to perform its activities under the agreed terms, with professional care and required quality. This includes properly safeguarding the shipment and any related items (e.g., shipment documents) entrusted to it.
2. The Carrier must follow the Sender's instructions and receive specific instructions on the method, type, and route of transport, as well as the designated recipient. If the Carrier does not receive necessary instructions, it must request additional information to fulfill the contract correctly and on time. In case of delay risk, the Carrier must proceed with the transport without instructions to protect the Sender's interests as best as possible and inform the Sender.
3. The Sender is required to provide accurate information about the shipment's contents, nature, type, weight, and quantity. If any information affecting the fulfillment of the

carriage contract is missing, the Carrier must request it from the Sender; otherwise, it will be liable for resulting damages.

4. The Carrier must participate in loading and unloading and is responsible for ensuring their proper execution. During loading, the Carrier must check that the consignment note or CMR note contains all necessary information. The Carrier must secure confirmation of the consignment note or other transport document (e.g., vehicle operation record) during loading. It is also responsible for verifying the quantity and weight of the shipment, its labeling, package integrity, and its proper placement on the vehicle. The Carrier must inspect all accompanying documents and ensure that they match the actual shipment status and the details in the carriage contract or accepted Order. Any discrepancies must be immediately reported to the Sender, and the Carrier must request further instructions. The Carrier must not leave the loading site without the Sender's instructions; if it disagrees with the instructions, it must still transport the shipment per the contract terms. Failing to comply with this obligation and not performing the transport in line with the contract due to discrepancies between the actual state and document details may result in a penalty equal to the agreed freight cost. Should the Carrier proceed with transport despite disagreements, it does so at its own risk, bearing all associated costs and damages.
5. The Carrier must alert the customer (the person for whom the Sender organizes the shipment via the Carrier based on the carriage contract) to any improper loading on the vehicle. If the customer does not rearrange the shipment, the Carrier must inform the Sender immediately and make a written reservation in the consignment note or CMR note.
6. During loading, the Carrier should have necessary securing materials for the load (e.g., anti-slip materials, protective corners, and sufficient belts) and secure the cargo in line with applicable safety standards. The use of belts with a pulling force between 250 and 500 daN is required unless otherwise specified. The Carrier is responsible for preventing damage or loss of the shipment.
7. In the event of shipment loss, the Carrier must pay the Sender a contractual penalty equal to the agreed transport cost. If only part of the shipment is lost, the Carrier is responsible for paying a proportional portion of the penalty, calculated based on the remaining, undamaged portion of the shipment, unless the Contracting Parties agree otherwise.
8. The Sender is not liable for the manner of loading nor for costs related to loading if the cargo is loaded in a way that does not allow unloading or loading from the rear or a ramp. The possibility of side loading or unloading must be confirmed in writing by the Sender in advance. Any additional costs arising from the driver's acceptance of a load positioned in a way that prevents rear or ramp access are the Carrier's full responsibility.
9. The Carrier must inform the Sender when the vehicle is ready for loading. After loading, the Carrier must also inform the Sender of the actual loaded weight of the shipment. The Carrier is responsible for properly completing the loading.
10. In the event of an accident, vehicle detention, or other obstacles preventing the proper completion of transport with the agreed vehicle, the Carrier must immediately arrange an alternative vehicle with similar specifications to complete the transport at its own

expense. If the Carrier fails to fulfill this obligation, all costs incurred by the Sender in securing another vehicle will be charged to the Carrier, which must reimburse these additional costs in full within the timeframe specified by the Sender.

11. The Carrier is required to perform all transport activities personally. Engaging or using a third party for this purpose, aside from the Carrier's employees fulfilling their duties, is not permitted without prior explicit written consent from the Sender. If this obligation is violated, the Carrier must pay a penalty equal to the agreed transport cost for each violation. If the Carrier delegates transport to another carrier, it does not absolve itself of responsibility for any damage or loss of the shipment, or part thereof.
12. Without prior written consent from the Sender, the Carrier may not use or allow third parties to use the shipment or any of its parts. Additionally, no other cargo or passengers may be transported with the shipment, nor may the shipment be transferred to another vehicle without permission. A penalty of EUR 500 applies for each violation of these prohibitions.
13. The Carrier must promptly inform the Sender of any risk of damage, delays, or circumstances that could affect the contract's proper fulfillment. In case of damage, the Carrier must take necessary steps and exercise due diligence to minimize the damage and promptly inform the Sender.
14. The Carrier must also notify the Sender upon loading, customs clearance, and unloading of the shipment. After unloading, the Carrier is required to inform the Sender within one hour. If there are any issues during unloading, the Carrier must immediately notify the Sender.
15. Upon request by the Sender, the Carrier must provide accurate and truthful information about the contract's fulfillment, particularly the shipment's current location. If the Sender's designated contacts (known as "dispatchers") are listed in the contract header, the Carrier must provide information through them, including phone contact.
16. In the event of imminent damage, the Carrier must immediately provide the Sender with the driver's contact number, which should be accessible at all times during transport.
17. The Contracting Parties agree to a penalty of EUR 100 for each instance of non-compliance with the Carrier's information or notification obligations as stipulated in Clause 11 of the Terms.
18. If the Carrier arrives at loading or unloading at a different time than specified in the Order or confirmed by the Sender after the Order is sent, this is done at the Carrier's risk. The Sender is entitled to charge the Carrier for actual costs incurred from the Carrier's arrival at an unscheduled time.
19. During the entire transport period, the Carrier must park only in secure, designated guarded parking areas. If any damage to the shipment occurs due to a breach of this obligation, the Carrier must compensate the Sender not only for the damage but also for any related costs in full.
20. If the Carrier is more than two hours late for loading or unloading compared to the times specified in the Sender's accepted Order, the Carrier must pay a contractual penalty of EUR 35 for each additional hour of delay.

21. In the event of a delivery deadline overrun, the Contracting Parties agree on a contractual penalty of EUR 100 per day of delay. Each commenced day after the last scheduled delivery day counts as an additional day of delay.
22. If the Carrier fails to provide a vehicle for loading or cancels transport within 24 hours before the planned loading, the Sender is entitled to charge a penalty equal to the agreed transport price.
23. The Carrier declares that at the time of entering into the carriage contract, it has valid insurance covering liability for damages arising during the contract's fulfillment. The minimum insured amount is set as follows: EUR 33,000 for vehicles with a total weight of up to 3.5 tons, EUR 75,000 for vehicles up to 7.5 tons, and EUR 150,000 for vehicles with a total weight of 40 tons. The Carrier's insurance must always cover at least the actual value of the transported shipment, which the Sender will communicate to the Carrier. If the Carrier does not receive this value by the day before transport, it must request the information from the Sender; otherwise, it will be considered as having been duly informed. The Carrier's insurance policies must remain valid until the completion of the agreed transport. Upon the Sender's request, the Carrier must send a copy of the insurance policy via email. The Carrier is responsible for maintaining all necessary permits and documents for transport. In case of violation, the Carrier must pay a penalty of EUR 500 for each instance.
24. If the Carrier's insurance coverage does not meet the minimum requirement, the Carrier is liable for the difference between the insured amount and the minimum required coverage. In case of shipment damage, compensation will be covered by the Carrier's insurance up to the maximum amount possible under the policy, with any remaining liability covered by the Carrier.
25. The Carrier is liable for damages to the shipment according to the provisions of the CMR Convention unless otherwise specified in the Terms. For shipments not covered by the CMR Convention, liability is governed by the Commercial Code and other applicable Slovak legislation.
26. The Carrier is responsible for the technical condition of the vehicle, including its loading area and tarp, as well as the required equipment for the crew (e.g., helmet, goggles, gloves, footwear). It must also ensure that the transport is performed by personnel with the necessary qualifications and practical experience. The Carrier must equip the vehicle with a tracking or communication device active throughout the transport route. A penalty of EUR 200 applies for each violation of these obligations.
27. The Carrier agrees not to contact the Sender's customers beyond the carriage contract's requirements unless necessary for an existing contractual relationship; otherwise, it must pay the Sender a penalty of EUR 100 per violation. Furthermore, for one year following transport, the Carrier agrees not to enter into new carriage contracts with the Sender's customers (shipper, recipient, or owner of the shipment) or provide transport for any other Sender who is arranging it for the Sender's customer. A penalty equal to four times the agreed transport cost applies for each violation.
28. The Sender retains its right to claim insurance coverage without affecting its entitlement to contractual penalties. Enforcement of a penalty does not preclude the Sender from seeking compensation for damages exceeding the penalty amount.

29. If the Carrier breaches any obligations protected by the contract or these Terms, the Sender has the right to claim damages without applying a contractual penalty. Only the Sender may decide whether to claim a penalty or damages.
30. The contractual penalty or damages are due the day after they are claimed by the other party. Written claims can be made electronically, and the penalty or damages are considered claimed from the day the other party was able to review them.
31. The agreed transport price includes waiting times of up to 24 hours for loading or unloading. This period is extended by holidays and weekends if they fall within this 24-hour period. The Carrier is not entitled to additional compensation for waiting times exceeding one-tenth of the agreed transport price. If the Carrier fails to wait at the loading or unloading site within the specified time, it must reimburse the Sender for any costs associated with securing a replacement vehicle. Additionally, the Carrier must pay a penalty of one-fifth of the total transport price.
32. The Sender may cancel the transport Order without penalty up to 12 hours before the planned loading. If canceled within a shorter timeframe, the Sender must compensate the Carrier with up to one-fifth of the agreed price. The Carrier cannot claim a higher compensation.
33. The Carrier may not claim damages exceeding one-fifth of the transport price, even in cases of concurrent claims arising from the carriage contract or related actions.
34. If returnable pallets are used during transport, the Carrier must return them within 30 days of delivery, unless otherwise specified by the Sender. In case of non-return, the Sender is entitled to charge the Carrier EUR 30 (excluding VAT) for each unreturned pallet.
35. The Carrier must upload the invoice along with the CMR and other transport documents electronically to the designated portal link in the Order within 7 days after unloading the goods. Original documents must be sent by mail only upon the Sender's request.
36. The Sender is obliged to pay the Carrier the transport fee, which includes all necessary additional charges required for the proper execution of transport. The Carrier is not entitled to additional expenses arising during transport unless otherwise specified by the Sender. The agreed transport fee is comprehensive, covering all incidental costs related to the transport of goods.
37. A properly issued invoice by the Carrier is due within 45 days from the date of confirmation of receipt by the Sender, unless otherwise specified in Section 33 of the Terms. The payment term is extended by any delay in document submission by the Carrier under Section 27 of the Terms. The Sender reserves the right to register the invoice in the system only after fulfilling all e-invoicing requirements and submitting all necessary attachments.
38. Both invoice and CMR must be uploaded simultaneously to the portal via the designated link in the Sender's Order, with separate fields provided for each document. In the case of customs-supervised transport, the Carrier must also upload copies of customs documents.
39. Invoices and documents must be of readable quality; otherwise, they are considered undelivered.

40. The invoice must comply with the Order and include all necessary details according to applicable laws, the carriage contract, and these Terms.
41. For shipments where the client requires original documentation, the invoice will only be accepted after it is received by mail. Thus, the payment period starts upon receipt by mail.
42. If a reservation is noted on the CMR or other document, the transport payment is postponed until the final resolution of the claim.
43. The Carrier has no retention or lien rights over the shipment to secure claims against the Sender and must always deliver the shipment to the recipient.
44. The Carrier must comply with minimum wage regulations for the driver performing transport in accordance with the German Minimum Wage Act (Mindestlohngesetz – MiLoG), French Minimum Wage Law (Loi Macron), and Austrian Anti-Wage and Social Dumping Act (LSD-BG). The Carrier is also responsible for timely and accurate fulfillment of all reporting and documentation obligations to relevant authorities in Germany, France, and Austria. The Carrier must demonstrate compliance upon the Sender's request. Any penalties or liabilities resulting from the Carrier's non-compliance fall entirely on the Carrier, which must also cover any third-party claims.
45. The Carrier extends its liability to ensure any subcontracted carriers comply with MiLoG, Loi Macron, and LSD-BG minimum wage laws when applicable. If the subcontracted party fails to meet these obligations, the Carrier assumes full liability for any penalties or damages and must indemnify the Sender for any related claims. Subcontracting does not absolve the Carrier of these responsibilities.
46. The Contracting Parties agree on a penalty of EUR 100 for each violation of information or notification duties by the Carrier unless a different penalty amount is explicitly specified elsewhere in the Terms.

## **Article IV – Final Provisions**

1. The Carrier may not assign any claims or rights related to the carriage contract or any associated actions to a third party without prior written consent from the Sender. Additionally, the Carrier may not unilaterally offset its claims, whether due or not, against the Sender's claims.
2. The Sender has the right to offset any received payments against the Carrier's obligations, regardless of which invoice the payments were intended to cover. The Carrier agrees to unilateral offsetting by the Sender, even for mutual claims arising from contractual penalties and damage compensation. The Sender's right to withdraw from the carriage contract remains unaffected. The Contractor is not entitled to establish a lien on claims arising from this contract without prior written consent from the Sender.
3. The Contracting Parties agree to resolve disputes arising from the carriage contract amicably under Slovak law.
4. The Sender affirms that all personal data of the Carrier, including its representatives, contacts, or employees involved in fulfilling the carriage contract, is considered strictly confidential and processed in compliance with GDPR and Slovak data protection laws.



Employees and authorized personnel are informed of their confidentiality obligations regarding processed personal data.

5. All legal relationships arising from the carriage contract, including associated relationships, are governed by Slovak law and international treaties that take precedence over Slovak law. The applicable jurisdiction is Slovak, and the competent courts are located in the Slovak Republic.
6. Communication between the Contracting Parties related to the carriage contract is primarily conducted via phone and/or electronic communication through email or an application or platform designated by the Sender. If the Terms specify an original or written form, postal or courier services are used for delivery.
7. These General Terms of the Sender are available in Slovak and English. In case of interpretation ambiguities or discrepancies between versions, the Slovak version shall govern business relations.
8. All changes and amendments to these Terms take effect upon publication and are accessible on the Sender's website.