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## TRANSPORT REGULATIONS FOR ROAD CARGO TRANSPORTATION

### Section I Basic Provisions

#### **Article 1**

##### **Initial provisions**

- (1) These transport regulations contain the transportation conditions of the company necessary to close transportation contracts.
- (2) In accordance with these transport regulations, the carrier is ZOBORTRANS SK, s.r.o., Dvorčanská 74, 949 05 Nitra, Slovakia, which operates in road cargo transportation based on permit No. OU-NR-OCDPK-2019/047034, which was issued by the Ministry of Transport, Construction and Regional Development of the Slovak Republic.
- (3) In accordance with these transport regulations, transportation is the transfer of items, loads industrial goods and other required types of goods within international and national road cargo transportation.

#### **Article 2**

##### **Type of operational road transport and scope of provided transportation services**

- (1) The carrier carries out road cargo transport within the following scope
  - a) National road cargo transport,
  - b) International road cargo transport
- (2) The nature of road cargo transportation performed
  - full load,
  - part loads / groupage
- (3) Full load shipments are considered to be shipments transported to one carrier (sender or receiver) on one journey by the vehicle regardless of its weight:
  - a) if the payload or cargo space of the used vehicle is utilised,
  - b) if the delivery is carried out via a separate, individual journey if agreed with the carrier, or since due to the nature of the shipment, delivery or transportation is required within a requested term,
  - c) if the shipment is loaded or unloaded in two or more places for operational reasons. A single shipment is also if the carrier transferred the load to another vehicle for operational reasons.
- (4) Supplemental freight (single package) is considered to be a shipment added to already loaded shipments

#### **Article 3**

##### **Definition of items transported by the carrier**

- (1) Due to the carrier's current technical capacity, the carrier do full load shipments and also transport part loads / groupage.
- (2) Types of transportation depending upon technical capacity, mainly vehicle stock
  - a) transportation of shipments on pallets,
  - b) transportation of loose goods,
  - c) transportation of other types of goods based on orders by the carrier.
- (3) Other shipments are carried out based on detailed orders by the carrier.

#### **Article 4**

##### **Items excluded from haulage**

- (1) Items excluded from haulage are
  - a) items the transportation of which is prohibited by generally binding legal regulations,
  - b) dangerous things under ADR Agreement except as provided in:
    - i) point 1.1.3.6 of ADR valid from 1. 1. 2019 (transport below the limit)
    - ii) point 1.1.3.4.2 of ADR valid from 1. 1. 2019 (transport of dangerous things in limited quantities packed in retail, consumer packaging /LQ/),
    - iii) Chapter 3.5 of ADR valid from 1. 1. 2019 (exempted quantities/EQ/)

c) items which are to be shipped are not suitable for transported by the carrier's due to their dimensions or weight in relation to the payload, vehicle dimensions and the condition of roads,  
d) items of great or barely measurable value (art collections, antiques, gold, etc.).

(2) Due to the carrier's current technical capacity, they do not transport live animals.

(3) The carrier does not transport oversized cargo which would require specialised technical capacities.

(4) If the carrier receives a shipment which is excluded from cargo or its transportation is only permitted under separate conditions, without the carrier being informed of the nature of the cargo or such a shipment was received based on incorrect or incomplete data, the sender must pay a penalty in the amount equal to triple the agreed transportation fee for a full load shipment.

## **Article 5**

### **Conditions for the placement of vehicles for loading and unloading and the scope of cooperation between the sender and recipient of goods with the carrier**

(1) The carrier, as well as the senders, ensures that the transportation schedule will be agreed by contract, in compliance with the Directive of the EP and Council No. 561/2006 regarding harmonisation of some legal regulations in the social area related to road transport. This is mainly related to adhering to the operation of the sender's loading facilities and recipient's unloading facilities, adhering to loading and unloading times so the carrier's drivers could maintain a work schedule related to journey time, breaks and daily and weekly rest.

(2) The shipment or part of shipment, the nature of which requires protection against damage or loss during transportation and handling, must be delivered by the sender in proper packaging corresponding to the conditions road cargo transport.

(3) It is also the sender's duty to properly pack the shipment if there is any danger that a shipment without packaging, due to its properties, could cause damage to persons or other shipments during transportation, including the vehicle or other equipment belonging to the carrier. The carrier does not check whether the shipment requires packaging due to its nature, or whether the packaging is appropriate. The sender is responsible for any damage to other transported shipments or the vehicle during transportation, caused by faulty or insufficient packaging.

(4) The sender must ensure that the dimensions, construction and solidity of the packaging of the shipment or individual parts of the shipment will allow the use of pallets and mechanisms for loading and transportation.

(5) The sender undertakes to label the shipment or its individual parts if required by these transport regulations, or if necessary to facilitate handling of the shipment or to prevent it being damaged or interchanged. For single packages, the sender must clearly and permanently label each shipment with the sender's and recipient's addresses. When labelling shipments contain dangerous items, the sender must adhere to the provisions of the European Agreement concerning the international carriage of dangerous goods by road (ADR).

(6) If the nature of the shipment requires particular handling or to be stacked in a certain position during loading, transportation and unloading, the sender must label each piece of the shipment with a handling label on the transportation packaging in accordance with valid Slovak Technical Standards (STN) or other standards (e.g. IMO if the shipment shall be transported via sea freight).

(7) If, when the shipment is handed over, the carrier discovers that the shipment does not meet the conditions for the packaging and labelling of goods, they shall refuse to transport the shipment; if the sender acknowledges the carrier's objections related to the shipment's packaging and labelling, recorded on the consignment sheet or any other transportation document, the carrier may accept the shipment for transportation.

(8) The haulier has the right to check at any time whether the shipment corresponds to the carrier's records stated in transportation documentation (e.g. delivery note, consignment sheet). Checking the shipment in the place of loading or unloading is carried out in the presence of at least one person who is not an employee of the haulier.

(9) If the haulier, before the vehicle leaves the place of loading, discovers that the shipment received was excluded from the transportation, they must return it to the sender and it is the sender's duty to accept the return of the shipment.

(10) If during the handover of the shipment, an error which could cause damage to the vehicle or to another shipment is discovered, the haulier is authorised to refuse the shipment and if the error was discovered during transportation, they will stop the journey. When interrupting a journey, the haulier shall proceed as for any other incident during transportation.

(11) The shipment's sender must handover the shipment to the haulier in the condition facilitating its transportation by road. If the shipment is not suitable for transportation or an error was discovered in accordance with para. 10, the haulier may refuse to accept the shipment. Costs related to placing the vehicle for loading, delays during loading or costs related to an interruption in transportation, in accordance with para. 10, must be paid to the haulier by the shipment's sender.

(12) If the shipment consists of a large number of pieces, the haulier must only ascertain their number if this was agreed with the sender in a transportation contract. The haulier must record the results of checks in the consignment sheet or prepare a report.

(13) The weight of the shipment is considered to be the weight of the load including pallets, carrying cases, containers, etc., including the sender's handling and transportation equipment which was received together with the shipment.

(14) The weight of the shipment is ascertained by the sender and they are responsible for this data dated in the consignment or any other accompanying documentation.

(15) It is the haulier's right to check the weight of the shipment at any time, mainly if they doubt the accuracy of this data provided by the sender. The weight is ascertained using official weighing or calculation if the load amount is given by the number of individual, identical pieces or by the number of nominal units if the weight of one piece of the shipment is known or ascertained via weighing.

(16) The method of ascertaining a weight and the results of checks are recorded by the haulier on all parts of the consignment sheet or any other transportation documentation which is available during checking.

(17) The sender pays all costs related to ascertaining a shipment's weight (e.g. official weighing, etc.) if they asked the haulier to ascertain the weight in the transportation contract, or if the weight of the shipment ascertained by the haulier differs by more than 3% of the weight stated by the sender.

(18) If the recipient required the weight to be ascertained, they must also pay the costs related to ascertaining the shipment's weight.

(19) A sender in SR is aware that if they state an incorrect weight (without the awareness of the vehicle driver or operator) and therefore the highest permitted total weight of the vehicle is exceeded during the loading of goods, as well as the highest permitted weight of vehicle combinations is exceeded, the highest permitted total weight of the connected vehicle is exceeded, or the highest permitted weight per vehicle axle is exceeded, they may be sanctioned by the Police Force in accordance with the Act of the National Council SR No. 8/2009 coll. regarding road traffic as amended.

(20) If the haulier discovers that the permitted shipment weight has been exceeded or the shipment was incorrectly distributed by the sender in the place of loading, the sender must unload part of the shipment or re-distribute it. If the haulier discovers errors, e.g. due to incorrect data about the shipment weight, they are authorised to unload part of the shipment or transfer the shipment at the sender's own cost and risk. The haulier must inform the shipment's sender of the transfer or unloading of the shipment and they must record these actions in the transportation documentation. The sender must issue a separate transportation order for the transportation of the unloaded part of the shipment.

(21) In the transportation contract, the sender must precisely specify the place of loading and unloading (exact address) and also inform the haulier of possible limitations for entering the place of loading and unloading by certain haulage vehicles, or the limitations for entering at a particular time. For example, whether the place is situated in a low emissions zone, a zone with limitations for the entry of haulage vehicles with a particular total weight, with particular axle bearing capacity, etc. The sender must also state the recipient's operating hours or a time when unloading can take place.

(22) Loading is generally carried out by the sender and the unloading is carried out by the shipment's recipient unless the haulier and carrier have agreed otherwise.

(23) Loading and unloading the shipment on the road in SR is only permitted if it is impossible to be done away from the road. The shipment must be loaded and unloaded as quickly as possible and this must not jeopardise the safety of other road users.

(24) In terms of the transportation contract, the vehicle's staff have no duty to carry out loading and unloading of the vehicle. The haulier shall only carry out loading and unloading if they have the necessary equipment and employees for this purpose and if this is explicitly agreed in the transportation contract and if an additional fee to the shipment price is agreed. In terms of health and safety at work, the haulier's vehicle staff must not use the carrier's handling devices unless they have been trained to operate the equipment and they have the carrier's written consent.

(25) The sender must timely take all measures necessary for the fluent loading and protection of a shipment against damage. The carrier (sender and recipient) must ensure all conditions for work safety and for economical use of the haulier's vehicles. They must mainly ensure that the loading and unloading places and equipment are maintained in a condition which facilitates quick and safe loading and unloading of shipments, ensure sufficient firmness of all surfaces used by vehicles including private access roads and their maintenance in a utilisable and safe condition, as well as ensure there is sufficient lighting where vehicles are loaded and unloaded.

(26) Generally, the carrier (sender) is responsible for fixing the load on the vehicle, since they have the appropriate knowledge related to the shipment. The shipment's sender must provide accurate information about the shipment related to the weight and dimensions of individual pieces. If the sender has instructions for loading and fixing a load in road cargo transport, they must submit these to the haulier in good time before commencement of the transportation, in a language understandable to the haulier.

(27) When loading, the driver (haulier's representative) must be present and possibly organise the distribution of the load in the vehicle, e.g. in terms of even distribution of the load of transported goods on the vehicle's axles in order not to jeopardise the safety and fluidity of road traffic during transportation. If the sender does not follow the haulier's instructions and this causes a loading error, mainly related to overloading the vehicle, the haulier has the right to request reloading of the load in the vehicle or unloading of the all or part of the load. If the haulier is not satisfied, they may refuse to transport the goods or organise proper unloading and loading at the sender's expense and risk.

(28) If loading and unloading of the vehicle is carried out by the carrier, they must take care that the haulier's vehicle or any other equipment is not damaged. Mainly, dropping heavy load from a height onto the vehicle is prohibited.

(29) If loading space on the vehicle is made dirty during loading, unloading or by the transported load, the carrier must ensure it is cleaned at their own expense after unloading the shipment, and if there are repeated deliveries, after unloading of the final shipment. If the carrier does not fulfil this duty, the haulier will organise cleaning of the vehicle at the carrier's expense.

(30) If it is necessary to carry out disinfection of the vehicle, it is provided by the haulier. Costs related to disinfection are paid by the carrier whose shipment caused the need for disinfection.

(31) If there is damage to a shipment during transportation, the recipient may only refuse all or part of the shipment if the damage is so great that the shipment cannot be used for its original purpose. However, the recipient does not need to receive the shipment if the haulier does not prepare a shipment damage report in the presence of both participating parties. The report may also be made on the consignment sheet. (32) The haulier (member of the vehicle crew) will report reservations about the method of loading, transfer and unloading to the sender, recipient or other persons in written form, for example, on the loading sheet.

(33) The delay of the carrier with loading or unloading means: if not otherwise provided in the transport contract; the time from the required parking of the carrier's vehicle at the loading point or unloading point to the beginning of loading or unloading and each interruption of such works not caused by the carrier including issuance of the transport documents to the shipment. The carrier is entitled to demurrage of EUR 50, VAT excl., for each commenced hour after parking the vehicle at the loading or unloading point, with a tolerance of 3 hours from the beginning of the loading and/or unloading time provided in the transport contract. If the transport contract does not provide the exact time but a range (date, time frame etc.), the actual time of parking the vehicle for loading and/or unloading is a decisive factor for determining the entitlement for demurrage, while the tolerance of 3 hours remains

unchanged. For avoidance of doubts, the parties state that demurrage under this point is not a contractual penalty but a compensation for time spent. Due to this, the same accounting system as for the transport time applies for demurrage under this point.

## Section II

### Method of closing and validity of a contract regarding transportation of items in domestic road cargo transport

#### Article 6

##### The basic provisions of a contract regarding transportation of items in domestic road cargo transport

- (1) If transportation by the haulier is ordered by a business subject and a contract regarding transportation is signed, then it shall follow the provisions of §§ 610-629 on contracts regarding the transportation of items in compliance with Act No. 513/1991 coll. of the Commercial Code.
- (2) Via a contract regarding transportation of items, the haulier confirms to the sender that they will transport an item (shipment) from a particular place (place of sending) to another particular place (place of delivery), and the sender undertakes to pay remuneration (transportation fee) to the haulier.
- (3) The haulier is authorised to require that the sender confirms the required transportation in consignment documentation and the sender is authorised to require that the haulier confirms receipt of the shipment in writing.
- (4) If special documentation is required for the transportation, the sender must pass this to the haulier at the latest when handing over the shipment for transportation. The sender is responsible for damage incurred by the haulier by not providing this documentation or by its inaccuracy.
- (5) Unless stated otherwise in the contract, the contract shall terminate if the sender did not ask the haulier to accept a shipment at a time stated in the contract, or within six months after closing the contract.
- (6) The haulier undertakes to carry out transportation to the determined place taking specialist care and within the agreed period and without unnecessary delay. In case of doubt, the period commences on the day following receipt of the shipment by the haulier.
- (7) If the haulier knows the shipment's recipient, they must deliver the shipment to them or if it is stated in the contract that the recipient should receive the shipment in particular place, then they must confirm that the transportation has ended.
- (8) If the haulier did not handover the shipment to the recipient, the sender is authorised to request that the transportation ceases and the shipment should be returned to them, or that the shipment is handled in another way and they shall pay any necessary expenses related thereto.
- (9) If the contract determines that the haulier receives a certain financial sum from the recipient before handover of the shipment (cash on delivery) or the haulier carries out any other collections, then the provisions regarding bank documentary collection is valid (§ 697 and Act No. 513/1991 coll. of the Commercial Code).
- (10) If the transportation of items is ordered from the haulier by a non-business entity, then the contract regarding transportation of shipments will follow §765 and Act No. 40/1964 coll. of the Civil Code as amended.

#### Article 7

##### Duties of the customer ordering transportation and the recipient of the shipment

- (1) The customer ordering transportation, most often the sender, must provide the haulier with the correct data regarding the content and nature of the shipment, and is responsible for damage caused to the haulier by violating this duty.
- (2) The customer must order the transportation from the haulier. An order may be made via email, fax or by telephone if it is followed by a written order, unless the haulier and the sender agree otherwise.
- (3) A transportation order may be issued for one shipment or a certain number of shipments. If shipments are repeated and the transportation will last for a longer period, it is more suitable to sign a framework transportation contract between the haulier and the customer.
- (4) A transportation order must contain that data necessary for implementing the transportation and invoicing in compliance with valid legislation. For correct closure of a transportation contract, an order or draft transportation contract must contain the following data:
  - a) the customer's business name, address, ID No., VAT No., email, telephone number and other contact data if necessary,
  - b) information about the shipment (type, gross weight (weight including packaging as well as pallets), number of pieces, dimensions, fixing requirements, etc.),
  - c) place of sending and place of receipt of the shipment (exact address),
  - d) if required, then also the loading and unloading times,
  - e) for shipments transported for repair, also information about the type and scope of damage,
  - f) the agreed remuneration for transportation (price).
- (5) If special documentation is required for the transportation, the sender must pass this to the haulier at the latest when handing over the shipment for transportation. The sender is responsible for damage incurred by the haulier by not providing this documentation or by its inaccuracy.
- (6) When ordering transportation, the customer must inform the haulier of the price of a shipment which is higher than the regular market price.

(7) For transporting goods with value of over €17,000, the customer must inform the haulier and document this value due to the haulier's liability insurance during the shipment's transportation.

(8) At the sender's request, the haulier undertakes to confirm receipt of the shipment in writing.

(9) A transportation contract between the customer (sender or recipient) and the haulier becomes valid

- a) via acceptance of an order,
- b) if it is transportation which does not need to be ordered, then by the commencement of transportation,
- c) via receipt of a shipment for transportation.

(10) An order is accepted :

- a) if there is a verbal or telephonic agreement between the haulier and the sender about the scope, time or method of transportation required, or
- b) at the moment when a written, email, fax or other verified method confirmed by the haulier about its receipt, is delivered to the customer; if the sender requires such confirmation, the haulier must comply,
- c) by the commencement of the ordered transportation by the haulier if an order was not received as stated in the previous points.

(11) If the haulier accepts a shipment recipient's proposal for further transportation of a shipment to another recipient, a new transportation contract is created.

(12) When accepting a transportation order or after closing a transportation contract, the haulier may require a deposit from the customer of up to 80% of the agreed price or the estimated price for the transportation. The haulier must confirm receipt of the deposit and issue the required tax document (e.g. a deposit invoice).

(13) Until handover of the shipment, the sender has the right to give new instructions to the haulier under the conditions stated in these transport regulations.

(14) The haulier is entitled to agreed remuneration or, if it was not agreed, to remuneration which is standard at the time of signing the contract, taking into account the content of the haulier's obligations.

(15) The haulier has the right to a transportation fee after transportation to the determined place, unless the contract determines another price.

(16) If the haulier cannot complete the transportation due to events beyond their control, they have the right to the proportional part of the transportation fee, taking into account the transportation that has already taken place.

(17) If the shipment's recipient is stated in the contract, they obtain contracted rights, where they require handover of the shipment after it reaches the designated place or after the period when the shipment should have arrived at the intended place. At this moment, all claims related to damage to the shipment are transferred to the recipient. However, the haulier will not handover a shipment to the recipient if it contradicts the instructions given by the sender. In this case, the sender still has the right to control the shipment. If the sender assigns a person other than the recipient to the haulier, this person obtains the contracted rights in the same way as the original recipient.

(18) By accepting the shipment, the recipient is responsible for payment of the sender's obligations to the haulier arising from the contract pertaining to the transportation of the received shipment if the recipient was aware or had to be aware of these obligations.

(19) The haulier has a lien over the shipment to secure their rights arising from the contract for the period of transportation.

(20) If there are further liens over the shipment, the haulier's lien prevails over liens previously created.

(21) The haulier's lien prevails over the sender's lien.

## **Article 8**

### **The haulier's responsibility for damage to a shipment and for violating the conditions for transportation**

(1) The haulier is responsible for damage to a shipment created after it has been handed over to the haulier until its handover to the recipient, unless this damage could not be avoided despite exercising due diligence.

(2) However, the haulier is not responsible for damage to a shipment if they prove that it was caused by:

- a) the sender, the recipient or the owner of the shipment,
- b) a fault or the intrinsic nature of the shipment's contents including normal depreciation,
- c) circumstances beyond the haulier's control; these are mainly cases of force majeure, for example, damage to the shipment due to floods, earthquakes, fire, avalanche, traffic accident, etc.
- d) faulty packaging about which the haulier informed the sender when accepting the shipment for transportation and if the consignment sheet detailed the faults with the packaging; if the haulier did not indicate the fault with the packaging, then the haulier is not responsible for damage to the shipment due to the mentioned fault, only if the fault was not visible when accepting the shipment. It is the haulier's right to report comments about the packaging and the condition of the shipment on the consignment documentation or delivery note which remains with the shipment's sender.

(3) In case of damage to a shipment created in accordance with paragraph (2), the haulier must exercise due diligence in order to minimise damage.

(4) When the shipment is lost or destroyed, the haulier must refund the price of the shipment applicable when the shipment was handed over to the haulier.

(5) When a shipment is damaged or devalued, the haulier must compensate the difference between the price of the shipment at the time it was accepted by the haulier and its worth after being damaged or devalued.

(6) In accordance with the Civil Code, in terms of a transportation contract, the haulier must refund the price of a lost or destroyed shipment valid at the time of acceptance by the haulier. Additionally, they undertake to recompense for necessary expenses created in related to the transportation of a lost or damaged shipment. When shipment is damaged or partially lost, the haulier will refund for the part of the shipment lost or damaged; if it is worth carrying out repair, the haulier will bear the costs of such repairs. The haulier is liable for the mentioned damage up a value of €10,000. It is the haulier's duty to carry out transportation exercising due diligence and within the determined period. The haulier is only liable for damage caused by haulage transportation other than damage to the transported shipment if it was caused by exceeding the delivery term. The haulier is liable for damage caused by exceeding the delivery term up to the amount of the transportation fee. The sender or recipient must clearly prove the damage caused to the haulier.

(7) The haulier undertakes to immediately inform the sender of damage to a shipment which occurs before handover to the recipient. However, if the recipient obtained the right to accept the shipment, they undertake to inform the recipient of the damage. If this duty is violated, the haulier is responsible for damage incurred by the sender or recipient.

(8) If there is an immediate threat of substantial damage to a shipment and if there is no time to ask the sender for instructions or if the sender hesitates in giving instructions, the haulier may handover the shipment to the recipient using an appropriate method.

(9) The haulier may fulfil their obligations using another haulier and their liability remains as if they were acting as haulier.

(10) The haulier is responsible for damage incurred by the sender by not carrying out transportation already agreed in a written transportation contract, only to the amount of provable expenses related to needless preparation of the shipment for transportation.

(11) The sender may only claim compensation for damage from the haulier in writing and they must give reasons for their claim. They must also attach documentation proving the justification for their claim, the correct amount of required funds and the appropriate section of the consignment document.

(12) The sender must claim compensation for damage from the haulier within six months from handover of the shipment to the recipient or, if the handover of the shipment did not take place, within six months from accepting the shipment for transportation, otherwise the right to claim ceases.

#### **Article 9**

##### **Conditions for changing the transportation contract and withdrawing from the contract**

(1) Until handover of the shipment, the sender may require that transportation is paused and the shipment returned to them, or the shipment will be handled in another way after agreement with the haulier and the sender undertakes to pay the necessary costs related thereto.

(2) The shipment's recipient may suggest that the shipment should be handed over to them elsewhere.

(3) Transportation and other expenses related to changes to the transportation contract in accordance with para. 1 are borne by the sender and in accordance with para. 2 by the recipient.

(4) Changes to the transportation contract also fall under the provisions of Art. 7.

(5) If a need for transportation no longer applies after closing a transportation contract, the sender must immediately inform the haulier of this fact.

(6) If the transportation was cancelled after the vehicle left to go to the agreed place of loading or the vehicle had already reached the place of loading and the sender was responsible for the shipment not being handed over to the haulier, the haulier has the right to compensation for costs related thereto, minimal cost 50 % of agreed transport rate.

(7) If the haulier is unable to carry out the agreed transportation, or they cannot carry out transportation under the agreed conditions or the conditions stated in these transport regulations, they undertake to inform the sender without delay. If new conditions suggested by the haulier do not meet the sender's requirements, they are authorised to withdraw from the transportation contract; they may also withdraw from the contract if the vehicle is not in the place of loading within three hours from the agreed time, unless agreed in advance.

(8) If, after accepting a shipment for transportation, any obstacle occurs due to which it is not possible to commence the transportation or proceed in the transportation, or is not possible to handover the shipment and any further procedure for such situation was not agreed with the sender, it is the haulier's duty to immediately request instructions from the sender.

(9) The haulier does not need to inform the sender if it is an obstacle of a temporary nature (e.g. necessity to reload the shipment) and the time spent obtaining instructions would be longer than the time necessary for removing the obstacle.

(10) If the obstacle was remedied before the sender's instructions were received, the haulier proceeds in accordance with the originally agreed conditions. The sender may give instructions on the consignment sheet for how to handle the shipment in case of an incident during the transportation when adhering to the transportation contract.

(11) If, in accordance with the previous provisions, it is not possible to handover the shipment to the recipient or return it to the sender, the haulier manages its storage and immediately informs the sender. Costs related to storage of the shipment will be borne by the sender.

## **Article 10**

### **Consignment sheets in road cargo transport**

- (1) A consignment sheet, as a transportation document, accompanies the shipment until its delivery or liquidation. The sender undertakes to handover a properly completed consignment sheet to the haulier or provide all data related to the shipment to the haulier and following recording of this data, for example, by the haulier on a consignment sheet, the sender confirms this with their signature, or the haulier may agree otherwise on the consignment sheet.
- (2) The consignment sheet is handed to the haulier together with the shipment, unless agreed otherwise.
- (3) The consignment sheet must contain at least the following data:
- a) names of the sender and recipient,
  - b) standard identification of the shipment contents and its packaging,
  - c) number of pieces,
  - d) total weight of the shipment,
  - e) place of loading and unloading,
  - f) date and confirmation of receipt of the shipment by the haulier and recipient,
  - g) place for the haulier's comments.
- (4) A consignment sheet in domestic road cargo transport is:
- a) a consignment sheet, completed and handed over by the sender,
  - b) a delivery note if it meets the stated conditions.
- (5) If the shipment is loaded or unloaded in several places, it is the sender's duty to prepare a separate consignment for each part of the shipment. The data in the consignment sheet may be simplified for some types of transportations.
- (6) The haulier and carriers (sender and recipient) are responsible for the accuracy and completeness of data recorded on a consignment sheet.
- (7) The haulier has the right to record their comments on a consignment sheet related to the type of vehicle used, based on the customer's transportation requirements, the condition of the shipment, its packaging, number of pieces and loading method.

## **Section III**

### **Method of closing and validity of a contract regarding transportation of items in international road cargo transport**

## **Article 11**

### **Basic provisions in a contract regarding transportation of items**

- (1) In terms of provision § 756 of the Commercial Code on international transportation, these agreements, treaties and contracts prevail over the valid legislation of the Slovak Republic. Parts of individual articles of transport regulations addressed in international, contracts, agreements and treaties, for example, in the Convention on the Contract for the International Carriage of Goods by Road (CMR) which are addressed differently in the decree by the Ministry of Foreign Affairs No. 11/1975 coll. as amended will not be used in international road cargo transport.
- (2) The CMR Convention is related to any contract related to the transportation of a shipment for remuneration using a road vehicle if the place of acceptance of a shipment and the assumed place of delivery, as stated in the contract, are in two different countries, from which at least one is a CMR Convention contracted state.
- (3) The CMR Convention does not apply:
- a) for transportation within international postal contracts,
  - b) for transportation of the deceased,
  - c) for furniture removals.
- (4) The CMR Convention applies for the whole route regardless of the length of the route in the Slovak Republic and abroad. In these terms, the CMR Convention excludes domestic legal regulations.
- (5) The CMR Convention is related to transportation using road cargo transport which could use motor vehicles, trucks, articulated vehicles, trailers and containers.

## **Article 12**

### **Duties of the customer ordering transportation and the recipient of the shipment**

- (1) The customer ordering transportation is responsible to the haulier for damage caused by a shipment's faulty packaging and must attach to the consignment sheet or pass to the haulier all necessary documentation for customs and other official proceedings carried out before handover of the shipment, and provide them with all the information they require.
- (2) The sender is authorised to control the shipment; mainly, they may require the haulier to stop the transportation, to change the place of delivery or to hand over the shipment to a recipient other than that stated in the consignment sheet.
- (3) The right to control the shipment ceases when the haulier submits the second part of the consignment sheet to the recipient and the recipient confirms receipt of the shipment.

## **Article 13**

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## Consignment sheets in international road cargo transport

(1) The document regarding the closing of a transportation contract is a consignment sheet which is a credible document regarding the signing and content of a transportation contract, as well as regarding acceptance of a shipment by the haulier. If a consignment sheet does not exist, if it was lost or is incomplete, this will not affect the validity of a transportation contract (the provisions of the CMR Convention are still valid), but its existence is necessary for some circumstances which allow adherence to the CMR Convention and gives probative value in case of dispute. An international consignment sheet is also proof of the place of loading and unloading, and is a compulsory document when crossing customs borders.

(2) A separate CMR consignment sheet must be issued for each shipment. An individual shipment is considered to be each shipment sent by one sender to one recipient in one vehicle or combination. There could be several individual shipments in one vehicle. If it is necessary to load a shipment in several vehicles or there are various types or separate parts of the shipment, the sender or haulier have the right to require as many consignment sheets as the number of vehicles to be used, or the number of types or individual parts of the shipment to be loaded.

(3) A consignment sheet must contain the following data:

- a) place and date of issue,
- b) name and address of sender,
- c) name and address of haulier,
- d) place and date of receipt of the shipment (loading) and its destination (unloading),
- e) name and address of recipient (also their VAT No.),
- f) usual identification of the nature of the transported items (labelling goods) and the type of packaging; for items of a dangerous nature, their generally accepted labelling (in accordance with the ADR Agreement),
- g) number of pieces, their special labels and numbers,
- h) total weight of the shipment or amount of goods expressed in another way, e.g. m<sup>3</sup> (if there is a note on the consignment sheet about official weighing our counting of goods, the consignment must contain a document which the driver hands over to the shipment's recipient),
- i) costs related to transportation (import fee, ancillary charges, customs tax and other expenses incurred from the moment of closing the contract to the moment of handover of the shipment),
- j) instructions necessary for customs and other official proceedings (e.g. stated entry and exit customs offices which, at the same time, should correspond with the data in the TIR carnet, if it is used in the transportation or other customs documentation),
- k) data indicating that the shipment, despite any clause to the contrary, shall be subject to the provisions of the CMR Convention.

(4) A consignment sheet may also contain the following data:

- a) prohibition of transferring the shipment,
- b) costs incurred on behalf of the sender,
- c) the amount of cash on delivery which should be collected when delivering the shipment,
- d) the price of the shipment and the sum expressing a special interest in delivery,
- e) instructions from the sender to the haulier related to insurance of the shipment,
- f) the agreed term within which the transportation should be completed,
- g) a list of documentation given to the haulier.

(5) Individual parties participating in the transportation may also attach other data to the consignment sheet which they consider to be useful.

(6) Completion of the consignment sheet is a matter for the sender. Therefore, the sender is also responsible for the correctness of the data stated on the consignment sheet, even if the appropriate data will be inserted on the consignment sheet by the haulier's representative at the sender's request. The sender is responsible for all costs and damage incurred by the haulier as a result of inaccurate or incomplete data:

- a) the data stated in paragraph 3 under items b), d), e), f), g), h), and j),
- b) the data stated in paragraph 4,
- c) all other data or instructions which they give for the preparation of the consignment sheet, or in order for it to be recorded on the consignment sheet.

(7) When receiving a shipment for transportation, the haulier checks the accuracy of the data on the consignment sheet regarding the number of pieces and their labels and numbers, and the apparent condition of the shipment and its packaging. If the haulier does not have suitable means for checking the accuracy of data regarding the number of pieces and their labels and numbers, they will make a comment on the consignment sheet together with a reason. Additionally, they must reason all comments made pertaining to the apparent condition of the shipment and its packaging. Haulier (or driver) is not responsible for contents of the shipment (consignor is responsible for contest of the shipment).

(8) The haulier adds their comments on the top copy of the consignment sheet before they hand it to the sender, on line 18 of the CMR consignment sheet form. A list of the most often used comments by hauliers is as follows: Comments pertaining to the vehicle

1. An open vehicle without a tarpaulin in accordance with an agreement with the sender Comments pertaining to the packaging of the goods
2. Not wrapped
3. Damaged packaging
4. Insufficient packaging

Comments pertaining to the number, labelling and numbering of pieces of the shipment (barrels, sacks, pieces, etc.)



5. Inspection is not possible for the following reasons:

- a) loading was carried out by the sender,
- b) weather conditions,
- c) a large number of packaged pieces,
- d) a sealed container.

Comments pertaining to the conditions of the received goods

1. In apparently poor condition
2. Damaged
3. Sodden
4. Frozen

5. Unprotected from the weather and is being transported in this state at the sender's request  
Comments pertaining to loading, securing the shipment, unloading:

Loading the securing the load was carried out by:

1. The sender
2. The driver in unfavourable weather conditions, at the sender's request

Unloading was carried out by:

1. The recipient
2. The driver in unfavourable weather conditions, at the recipient's request

The haulier may also formulate other comments in line 18 of the CMR consignment sheet, or using another suitable method.

(9) If not proven otherwise, the consignment sheet is a credible document regarding the signing and content of a transportation contract, as well as regarding acceptance of a shipment by the haulier. However, if the consignment sheet is not available, the transportation contract is valid if its signing is proven in another way.

#### Article 14

#### **The haulier's responsibility for damage to a shipment and for violating the conditions for transportation**

(1) The haulier is responsible for total or partial loss or damage of the shipment which takes place from the moment of accepting the shipment for transportation to the moment of its handover, as well as for late delivery. The haulier is not responsible if the loss of the shipment, its damage or late delivery was caused by an authorised command which was not due to the haulier's neglect, a faulty shipment or circumstances beyond the haulier's control, or the consequences of which could not be remedied by the haulier.

(2) In accordance with the CMR Convention, the haulier shall be relieved of liability if the loss or damage resulted from a particular danger related to one or several of the following facts:

- a) the use of open vehicles without a tarpaulin, if such use was explicitly agreed and recorded on the consignment sheet,
- b) missing packaging or faulty packaging of the shipment which, due to its nature, is exposed to loss or damage if it is not properly packaged or not packaged at all,
- c) handling, loading, placing or unloading the shipment by the sender, recipient or persons acting on behalf of the sender or recipient,
- d) the natural nature of the particular goods, due to which the goods suffer total or partial loss or damage, mainly caused by breakage, rust, internal rotting, drying, leakage, normal depreciation or caused by insects or rodents,
- e) insufficient or incorrect labels or numbers of individual pieces of the shipment,
- f) the transportation of live animals.

(3) Authorised persons may consider the shipment as lost without any other proof if it was not delivered within 30 days from the agreed delivery date and if the delivery date was not agreed, within 60 days after receipt of the shipment for transportation by the haulier.

(4) If it is the haulier's duty to compensate for damage caused by total or partial loss of a shipment, compensation is calculated using the shipment's value at the place and time of its receipt for transportation using the stock market price or, in case of no stock market price, the regular market price shall be used.

(5) Compensation for damage must not exceed 8.33 nominal units, called "Special Drawing Rights - SDR" per kg of the missing or damaged gross weight of the shipment. The SDR value against the Euro and other currencies is announced by the International Monetary Fund ([www.imf.org](http://www.imf.org)). Therefore, the used SDR rate against the Euro is that valid on the date of receipt of the shipment for transportation by the haulier.

(6) If the agreed delivery term is exceeded and the authorised person proves that this resulted in damage, it is the haulier's duty to only pay compensation up to the amount of the transportation fee.

(7) Other details related to the haulier's responsibilities are stated in the Convention on the Contract for the International Carriage of Goods by Road (CMR).

(8) Proceedings related to transportation matters falling under the CMR Convention may only be commenced against a haulier who issued these transport regulations, in the state court in the Slovak Republic.

(9) Special interest in delivery – this must be agreed by both sides (in written form only). If not, there are no consequences for us.

#### **Article 15**

##### **Free time for loading and offloading**

- part loads – max free time for loading and offloading = 3 hours (unless otherwise agreed)

- full loads – max free time for loading and offloading = 5 hours (unless otherwise agreed)

#### **Article 16**

##### **Export cc/import cc for shipments from/to United Kingdom after Brexit (all depends on Brexit agreement between UK and EU)**

- export from UK: via shippers agent in exit port (from UK to Europe) – shipper is responsible to provide all documents for export cc in UK and also shipper has to inform haulier which agent till issue customs documents. / cnee in final destination is responsible for import customs clearance and will also pay duty and tax directly to state account

(free time for cc in UK is 2 hours and also free time in final destination - 2 hours) - 50 € / each extra hour / max 500 € per day

- import to UK: shipper is responsible for export customs clearance (free time 2 hours) / final cnee is responsible for import customs clearance in UK via agent in port of entry (2 hours free max)

!!! Please make sure that they have enough money on cnee's account – for duty and VAT. Also send copy of commercial invoice/packing list and all docs. which you have from me (customs docs.) to the agent. It is very important to have enough money before the truck will arrive. We cannot wait in port of Dover several hours/days. It is important to do import cc immediately after arriving to port of Dover and release the truck asap.

**Please follow all these instructions and we will avoid any additional charges.**

VALID  
FROM  
1.1.2022

#### **Article 17**

##### **Conditions for changing the transportation contract and withdrawing from the contract**

(1) If fulfilment of a transportation contract in accordance with conditions stated in the consignment sheet is not possible due to traffic circumstances caused by any reason, the haulier must request instructions from the person authorised to manage the shipment (usually it is the sender, consignor and occasionally, for example, the recipient).

(2) If, however, circumstances allow the transportation to go ahead under conditions deviating from those stated in the consignment sheet (or arrangements) and the haulier could not receive the instructions from the authorised person in good time, the haulier should take such measures that they consider best and in the interests of the authorised person (e.g. avoid damage which forces them to act quickly). If there are obstacles preventing delivery after the shipment arrived at the place of delivery, the haulier must request instructions from the sender. The haulier has the right to compensation for expenses caused by requesting and following instructions, if it is not the haulier's fault that these costs were incurred.

(3) In exceptional cases, the haulier may even sell the shipment without waiting for instructions from the authorised person (usually the sender) if the shipment deteriorates quickly, or if such an act is excused due to the condition of the shipment or if expenses for storage are disproportionate to the value of the shipment. They may sell the goods if they did not receive alternate instructions from the authorised person in good time. The sales procedure follows the legal regulations and customs of the place where the shipment is situated. Income from sales after deducting funds bound to the shipment (e.g. transportation fee) must be passed to the authorised person (usually the shipment's sender).

(4) If the transport was canceled only after the departure of the vehicle to the agreed place of loading or the vehicle has already been delivered to such a place and the loading of the consignment was cancelled by the shipper, the carrier is entitled to compensation or costs incurred, but at least 50 % of the freight.

## **Section IV**

### **Final Provisions**

#### **Article 18**

##### **Claims proceedings**

(1) The claims deadline and limitation period for applying the sender's or recipient's rights arising from a transportation contract with a haulier related to domestic road cargo transport in the Slovak Republic are stated in the Commercial Code and Civil Code.

(2) The claims deadline and limitation period for applying the sender's or recipient's rights arising from a transportation contract with a haulier related to international road cargo transport are stated in the Convention on the Contract for the International Carriage of Goods by Road (CMR).

(3) An authorised person (carrier or consignor) must claim all rights arising from the transportation in writing from the haulier.

(4) An authorised person (carrier or consignor) may only require the return of a sum paid for transportation if they provably paid this sum to the haulier.

## Article 19

### **Publishing the transport regulations for road cargo transport and their validity**

(1) In accordance with Act of the National Council of the Slovak Republic No. 56/2012 coll. regarding road cargo, the haulier published these transport regulations on their website ([www.zoborgroup.eu](http://www.zoborgroup.eu)) and they are also available in the haulier's company offices.

(2) These transport regulations are valid from November 04. 2019.

(3) In accordance with the Act of the National Council of the Slovak Republic No. 56/2012 coll. regarding road cargo transport, the published transport regulations form part of the draft by the haulier for closing a transportation contract and after a contract is closed, their content is part of the contracted rights and duties of the contract participants.

(4) Before signing a contract regarding the transportation of items or loads, the customer ordering transportation (carrier) must be familiarised with these transport regulations in advance.

## Article 20

### **Changes to the transport regulations for road cargo transport**

(1) All changes and amendment to the transport regulations become valid on the date they are published and made accessible on the haulier's website.

(2) If the transport regulations are changed or amended significantly, the haulier shall publish and make them accessible in their full wording.

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