

## Terms and conditions

### Initial statements

Terms and conditions are valid for ordering and purchasing of transport services through [www.praktik.sro.sk](http://www.praktik.sro.sk), which is provided by Praktik s.r.o. with place of residence at Seredská 253, Trnava, Slovak republic. Company is registered at District court of Trnava, file no.: 3213/T.

Terms and conditions settle business relationship between contract parties as provider of service/seller on one side and buyer on the other side. Contract relationship is built according to valid legislation of Slovak republic. Contract relationships which are not settled by these terms and conditions are regulated by acts no. 40/1964 Z.z. of Civil Code, no. 250/2007 Z.z., About Consumer Protection, no. 108/2000 Z.z., About Consumer Protection at House and Mail-order sale, no. 513/1991 Z.z., Business Code, and in the wording of their subsequent regulations.

### Terms definition

1. Transport – transport of goods from given place of loading to given place of unloading within given timeframe for agreed reward.
2. Transporter/seller – is an individual person or business entity, that sells or provides goods transport.
3. Purchase order (order) – will be confirmed by phone and valid after all given data are verified.
4. Orderer of transport – is individual person or business entity that orders transport service either for its own needs or for other entity. Orderer of transport may also be the buyer of the service. While ordering transport, orderer must provide all necessary data for the reason of feedback to be able to provide possible missing information for transport order. In case, that it will not be possible to contact the orderer of transport before term of loading, the order will be automatically cancelled.
5. Purchaser of service/buyer – is individual person or business entity who might also be the orderer of service or any other person or entity who pays for the ordered service and whose invoicing details are provided in ordering form when ordering transport.
6. Frequency of transport – is defined by two concepts – 1<sup>st</sup> „one time“, where orderer of transport requests transport once or at the most once per month (in 30 days timeframe). 2<sup>nd</sup> „regular“ where orderer of transport requests transport two times or more per month (in 30 days timeframe). This parameter has an impact on price result for transport. In case, that orderer defines transport as „regular“ and it will not repeat within 30 days period orderer or buyer will be invoiced price as for „one time“ transport. Transporter has the right to invoice

such difference in price to the orderer or buyer, in case they do not obey given terms and conditions.

7. Place of loading – is defined by orderer of transport for the purpose of precisely define location of loading where transporter is committed to harbor a vehicle for loading according to orderer's request. Orderer is committed to have the goods ready for loading at given location. In case of changes of loading location or orderer does not define precisely location of loading, transporter has the right to claim compensation for the extra distance after prove of evidence such as, statement from GPS monitoring device or according to difference of distance between original location and new location provided, determined by Google maps is shown. Limit of tolerance for location difference is 5%.
8. Place of unloading – is defined by orderer of transport for the purpose of precisely define location of unloading where transporter is committed to harbor a vehicle for unloading according to orderer's request. Orderer is committed to takeover transported goods at given location. In case of changes of unloading location or orderer does not define precisely location of unloading, transporter has the right to claim compensation for the extra distance after prove of evidence such as, statement from GPS monitoring device or according to difference of distance between original location and new location provided, determined by Google maps is shown. Limit of tolerance for location difference is 5%.
9. Distance calculation – orderer defines transport distance according to results from Google maps, where it can be checked by transporter and, for instance, advise orderer about more appropriate route, either for the purpose of decreasing cost of transport or to avoid possible traffic limitations on the previous route. This parameter is a key factor to price calculation.
10. Dimensions of pallet/box – is defined by transport orderer according to dimensions of pallets ready for expedition without any changes. Due to importance of this parameter to calculate price of transport, it is highly recommended that dimensions to be checked at least twice so they are provided according to actual sizes of transported pallets. In case, a difference has been found in dimensions claimed during loading, transporter has the right to either refuse to perform the transport and claim refund for the distance driven to loading location or if the orderer agrees transporter may secure additional transport to take care of the remaining goods for reward. This is a key factor to price calculation.
11. Pallet type – orderer defines type of the pallet according to pallet size and enters the No. of pallets to be transported. This parameter is a key factor to price calculation.

12. Stackableness of pallets – orderer defines whether is possible to stack the pallets during transport. Due to our efforts put to effectiveness it is important to provide precise dimension of pallets in point 6 of ordering form. This parameter is a key factor to price calculation.
  
13. Weight – orderer defines precisely total weight of transported goods. In case, there will be a difference found out at loading or later during transport or at unloading point comparing to purchase order, transporter has the right to refuse to perform the transport and claim refund for the distance driven to loading location or if the orderer agrees transporter may secure additional transport to take care of the remaining goods or transporter can secure transport of goods by appropriate vehicle to that weight category. The right to claim refund for distance driven with previous vehicle is still valid. If, there is a difference detected during manipulation with goods at logistics center, transporter has the right to hold the goods in possession until orderer and transporter come to agreement for refund. Limit of tolerance for weight difference is 5% per transport with maximum of vehicle's weight limit intended to perform the transport. This parameter is a key factor to price calculation.
  
14. Term of loading – orderer defines term of loading as goods are ready for expedition. Orderer determines timeframe in which will be possible to perform loading and transporter harbors vehicle for loading in given timeframe. In case, that range of the timeframe of loading is greater than 1 hour it is recommended that orderer states contact details in point 3 of the order form to provide contact for precise term specification of loading. In cases, where loading is specified to exact hour, orderer fills in cell „from“ only. As far as the term of loading is specified to certain hour and transporter harbors vehicle at given time and goods are not ready for expedition or it is required to wait for handing out documentation to transport more than 30 minutes in both cases before or after loading process has been accomplished, transporter has the right to claim waiting refund, which is subject to agreement between orderer and transporter according to current price list of waiting refund charges. Charges are specific for each kind of vehicle category intended for given transport. As far as term of loading is specifically given to certain hour or timeframe and vehicle is being late for loading more than 30 minutes orderer has the right to claim refund for documented losses resulting from delayed loading caused by vehicle delay. Term of loading is a subject to phone call confirmation due to securing effectiveness of logistics and possible price correction of transport.
  
15. Term of unloading – orderer defines term of unloading as goods are needed for delivery at unloading location. Orderer determines timeframe in which will be possible to perform unloading and transporter harbors vehicle with goods for unloading within the given timeframe. In case, that range of the timeframe of unloading is greater than 1 hour it is recommended that orderer states contact details in point 3 of the order form to provide contact for precise term specification of unloading. In cases, where unloading is specified to exact hour, orderer fills in cell „from“ only. As far as the term of unloading is specified to certain hour and transporter harbors vehicle at given time and there is not secured manipulation machinery to unload goods or it is necessary to wait either for creation of

unloading conditions or confirmation of transport documentation, in all cases for more than 30 minutes before or after unloading process has been accomplished, transporter has the right to claim waiting refund, which is subject to agreement between orderer and transporter according to current price list of waiting refund charges. Charges are specific for each kind of vehicle category intended for given transport. As far as term of unloading is specifically given to certain hour or timeframe and vehicle is being late for unloading more than 30 minutes orderer has the right to claim refund for documented losses resulting from delayed unloading caused by vehicle delay. Term of unloading is a subject to phone call confirmation due to securing effectiveness of logistics and possible price correction of transport.

16. Type of loading – orderer defines type of loading according to origin of goods or based on warehousing capacities. In case, that other type of loading than listed is required orderer chooses option „other“ and states type of loading as required and also states the need for customs process at loading. In case, that orderer orders type of loading which is not possible to perform and transporter harbors vehicle not suitable for given type of loading, transporter has the right to claim refund or after mutual agreement is made transporter secures appropriate vehicle for given type of loading.
17. Type of unloading – orderer defines type of unloading according to origin of goods or based on warehousing capacities. In case, that other type of unloading than listed is required orderer chooses option „other“ and states type of unloading as required and also states the need for customs process at unloading. In case, that orderer orders type of unloading which is not possible to perform and transporter harbors vehicle not suitable for given type of unloading, transporter has the right to claim refund or after mutual agreement is made transporter secures appropriate vehicle for given type of unloading.
18. ADR – orderer defines whether transported goods fulfill the requirements for transport under the ADR (European Road Transport Regulation on dangerous goods) according to their origin. In case, that transporter finds out either during loading process or during transport that transported goods belong under the ADR has the right to claim refund from orderer who is also responsible for any possible damages during transport if the transporter has been misleded at ordering point. This is a key parameter for price calculation.
19. Payment – orderer chooses of payment method for transport. In case of cash payment it is necessary to choose place of payment and also provide contact details for issuing payment documentation and handing cash. In case of credit payment, orderer is required to fill in invoicing details before sending out order based on those will be issued invoice according to chosen credit note. When payment for transport is delayed beyond agreed credit note, debtor will be automatically fined and billed with additional interest rate at 0,05% from

amount owing for every extra day of credit. Transporter has the right to refuse service with credit note payment unless orderer has zero credit balance or orderer does not provide transporter with positive credit history statement or provide positive referencies. In all above cases may transporter require pre-invoice or cash payment. This parameter is a key factor to price calculation.

20. Price – price is a result of automatic calculation and has only informative character and it could be a subject to change under unpredictable circumstances possible occuring before or throughout ordering process up to accomplishment of transporting process by unloading transported goods and confirmation of documentation.
21. Non-acceptable types of goods – transporter will refuse goods transport if the goods are classified as dangerous goods, if goods are not gone through customs process when necessary according to valid legislation, when goods are fake or goods that transporter has no license to transport such goods, if packaging is damaged and it could lead to unexpectable problems at unloading process.
22. Undelivarable goods – in cases, when orderer does not secure unloading at unloading destination at agreed timeframe or unloading is not possible by orderer's fault or personnel at unloading point, goods will be transported and warehoused at transporter's logistics center at prices according to actual pricelist. Orderer can consequently manage goods pick up and transport to destination required on its own costs or after mutual agreement with transporter goods will be delivered to required destination.
23. International conventions – CMR (Convention on the contract for the international carriage of goods by road) for international road transport applies, which adjusts and limits responsibility of Praktik s.r.o. for losses and damages of transported goods.