

# TRANSPORTATION REGULATIONS FOR FREIGHT TRANSPORT BY ROAD

| Copy | Title                  | Name              | Form       |
|------|------------------------|-------------------|------------|
| 0    | Executive              | Dušan Frzon       | electronic |
| 0    | Head of Transport dpt. | Miroslav Porubčan | Copy       |

As per Art. 4 of the Act No. 56/2012 Coll. of the National Council of the Slovak Republic on Road Transportation, **Medical Logistic spol., s. r. o. having its registered office in Banská Bystrica at Pod Rybou 5.**

issues the following

## TRANSPORTATION REGULATIONS FOR FREIGHT TRANSPORT BY ROAD

### Chapter I Fundamental Provisions

#### Article 1 Introductory Provisions

- (1) These Transportation Regulations contain carrier's terms and conditions for the purposes of execution of a transport contract.
- (2) Carrier under these Transportation Regulations means **Medical Logistic spol., s. r. o., Pod Rybou 5, SK - 974 01 Banská Bystrica** carrying out business in freight transport by road based on the decision of the **Banská Bystrica Regional Authority** under the ref. **BBMN004221010000** of 11 April 2018.
- (3) Transport under these Transportation Regulations means relocation of articles, cargoes, industrial goods, and other requested types of goods in interstate and intrastate freight transport by road.

#### Article 2 Type of Road Transport and Scope of Transport Services

- (1) Carrier carries out freight transport by road in this scope
  - a) intrastate freight transport by road;

- b) interstate freight transport by road.
- (2) Nature of the freight transport by road
- truckload shipping;
  - less-than-truckload shipping.
- (3) Truckload shipping means cargo transported to one customer (consignor or consignee) within one transport if the weight thereof is more than 2,500 kg or, without regard to its weight:
- a) if the effective weight or the cargo capacity of the vehicle is used in full;
  - b) if the cargo is, based on agreement with the customer, transported separately by one vehicle or if such transport is necessary owing to the nature of the cargo or transport in the requested time period;
  - c) if the cargo is loaded or unloaded in two or more locations for operating reasons. One transport also includes reloading of the cargo to another vehicle by the carrier for operating reasons.
- (4) Less-than-truckload shipping means cargo transported with other LTL shipments or a transport which would otherwise have to be made without cargo.

### Article 3

#### Carrier's Specification of Transported Goods

- (1) Considering the existing technical background, Carrier prefers truckload shipping, but also transports LTL shipments.
- (2) Shipping types based on the technical background, and particularly the fleet
- a) cargo transport on pallets;
  - b) transport of foodstuffs;
  - c) transport of other types of goods based on orders of customers;
  - d) transport of medications.
  - e) transport of dangerous goods as per the ADR Treaty;
- (3) Other types of transport are carried out based on detailed orders by customers.

### Article 4

#### Goods Excluded from Transport

- (1) The following goods are excluded from transport:
- a) goods which are banned to be transported under legal regulations of binding force;

- b) dangerous goods of class 1 (explosives), class 7 (radioactive substances) under the classification prepared by the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR Treaty);
  - c) goods which are not fit for transport by carrier's vehicle owing to the dimensions or weight considering the effective weight, dimensions of vehicle and condition of roads to be used in the transportation;
  - d) high value goods or goods value of which is difficult to ascertain (art collections, antiques, etc.).
- (2) Considering the existent technical background, the Carrier does not transport livestock.
- (3) Carrier does not transport goods of excess weight or dimensions which would require specialised technical background.
- (4) Where goods excluded from transport were supplied for transportation or where transport of such goods is only permitted under special conditions without such specifications being advised to the carrier or where such goods were accepted for transport based on incorrect or incomplete data, consignee shall be requested to pay a penalty of triple the agreed freight rate applicable to the truckload shipping.

## Article 5

### Conditions for Vehicle Loading and Unloading and Scope of Cooperation of Consignor and Consignee with the Carrier

- (1) Carrier as well as both the consignor and consignee shall ensure that the contractually agreed transport schedules be in compliance with the Regulation (EC) No. 561/2006 of the European Parliament and of the Council on the harmonisation of certain social legislation relating to road transport. This particularly applies to meeting the opening hours of consignor's loading points and the consignee's unloading points, meeting the loading and unloading times in a manner allowing the carrier's drivers to meet the regime covering the driving times, breaks, daily and weekly rests.
- (2) Any Shipment, or a part thereof, which has to be protected against damage or loss during transport and handling shall be supplied for transport by the consignor in a proper packaging corresponding to the conditions of road transport.
- (3) Consignor shall also pack the shipment in a proper packaging if there is a risk that it could, if unpacked, cause damage to persons or to other shipments and the carrier's vehicle or other carrier's equipment. Carrier does not examine whether the consignment is a consignment which needs packaging or whether proper packaging is used. Consignor shall be held liable for damages resulting from an incorrect or insufficient packaging during transport to other shipments transported or to the vehicle.
- (4) Consignor shall ensure that the packaging of the shipment, or the individual pieces thereof, be of such dimensions, construction and strength which allows use of palletising and mechanisation technology during loading work and transport.

- (5) Consignor shall identify the shipment and the individual pieces thereof, where so required under these Transportation Regulations and where necessary to make the shipment handling easier and to eliminate the risk of damage thereto or confusion thereof. In transport of LTL shipments, the consignor shall mark each shipment in a clear and unerasable manner with the consignor's and consignee's addresses. In the identification of shipments containing dangerous goods, the consignor shall meet the provisions of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR Treaty).
- (6) If the shipment requires specific handling during loading, transportation and unloading or placement in a specific position, the consignor shall label each piece of the shipment with handling marks for packaging marking in line with the Slovak technical standards (STN) in force or other standards (e.g. IMO where the shipment will also be transported by sea).
- (7) If the carrier finds the shipment not to meet the conditions for goods packing and marking at the time of shipment acceptance procedure, the carrier shall refuse to transport the goods; if the consignor confirms carrier's reservation with respect to shipment packing and marking entered in the bill of lading or other transport document, the carrier may accept the shipment for transport.
- (8) Carrier may at any time check whether the shipment corresponds to the customer's information in the transport documents (e.g. bill of lading, delivery note). The inspection of the shipment in the loading or unloading point shall be attended by at least one person who is not a carrier's employee.
- (9) If the carrier finds out prior to departure from the loading point that the shipment accepted for transport is excluded from transport, the carrier shall return the shipment back to the consignor and the consignor shall take it back.
- (10) If a defect is discovered in the shipment acceptance procedure which could cause damage to the vehicle or other shipment, the carrier may refuse to accept the shipment for transport and where the defect is discovered during transport, the transport shall be interrupted. If the transport is interrupted, carrier shall take the same procedure as applied in case of other transport obstacles.
- (11) Consignor of the shipment shall handover the shipment to the carrier in a condition fit for transport by road. If the shipment is not fit for transport or a defect as set forth in section 10 has been discovered, carrier may refuse to accept it for transport. Consignor shall reimburse the carrier for the costs connected with arrival of the vehicle for loading, detainment of the vehicle during loading, or the costs connected with interruption of the transport under section 10.
- (12) If the shipment comprises a huge number of pieces, the carrier shall check the number thereof only if so agreed with the consignor in the transport contract. The result of such inspection shall be recorded by the carrier in the bill of lading or by way of a report.
- (13) The weight of shipment means the weight of the cargo including pallets, transport boxes, containers, etc. and including consignor's handling and transport tools accepted along with the shipment.
- (14) The weight of the shipment shall be determined by the consignor which shall also be held liable for this data entered in the bill of lading or other accompanying documentation.
- (15) Carrier may at any time check the weight of the shipment, and particularly if the carrier has doubts concerning this data provided by the consignor. The weight shall be

determined by official weighing or calculation where the quantity of the goods consists of a number of the same pieces or the number of measuring units and the weight of one piece of the shipment or the measuring unit is known or determined by weighing.

- (16) The method of such inspection and the result thereof shall be entered by the carrier in all chapters of the bill of lading or other transport document available at the time of inspection.
- (17) Consignor shall bear the cost connected with determination of the shipment weight (e.g. official weighing, etc.) where consignor requested the carrier to determine the weight under the transport contract or if the shipment weight determined by the carrier differs by more than 3% from the weight provided by the consignor.
- (18) Consignor shall also bear the cost of weight determination if the weight determination is requested by the consignee.
- (19) Consignor in the Slovak Republic acknowledges that if the consignor exceeds, without knowledge of the driver of the vehicle or the operator thereof, the maximum permissible weight of the vehicle, maximum permissible weight of vehicle train, maximum permissible weight of the corresponding vehicle or the maximum permissible weight per axle of the vehicle at goods loading, the consignor may be penalised by the Police as per Act No. 8/2009 Coll. of the National Council of the Slovak Republic on the road traffic as amended.
- (20) If the carrier discovers that the permitted shipment weight has been overrun or arranged incorrectly for reasons attributable to the consignor in the place of departure, the consignor shall unload a part of the shipment or re-arrange it. If the carrier discovers the same after the transport has already begun e.g. for reasons of incorrect data about the shipment weight, the carrier may unload a part of the shipment or re-arrange it on account and at the risk of the shipment consignor. The carrier shall inform the consignor of re-arrangement or unloading of a part of the shipment and enter these activities in the transport document. The consignor shall place a separate order for the transport of the unloaded portion of the shipment.
- (21) Consignor shall provide exact specification in the transport contract of the loading and unloading points (exact address) and also inform the carrier of any restrictions for entry by specific vehicles or at a specific time to the loading or unloading point. This includes such information as for example a point located in a low-emission zone, zone with restrictions for entry of vehicles with a specific total weight, with a specific axle load weight, etc. Consignor shall also state the opening hours of the consignee or the time for unloading.
- (22) Loading is generally carried out by the consignor and unloading by the consignee, unless the carrier and the customer agree otherwise.
- (23) Loading and unloading the goods on the road is permitted in the Slovak Republic only when it cannot be done outside the road. The goods must be unloaded and loaded as quickly as possible and in a manner not jeopardising the road traffic safety.
- (24) The crew of the vehicle is not obliged to take care of the loading and unloading under the transport contract. Carrier shall only load or unload the vehicle if the carrier has the necessary equipment and workers for such work and if such work is expressly agreed in the transport contract along with an agreed extra charge on the freight rate. The crew of carrier's vehicle is not allowed to use the customer's handling equipment owing to the

occupational safety regulations, unless instructed in the operation thereof and only with customer's written consent.

- (25) Consignor shall take all measures necessary for uninterrupted loading and protection of the shipment against damage in time. Customer (consignor and consignee) shall create conditions for occupational safety and for economic use of carrier's vehicle. Customer shall particularly ensure that the loading and unloading points and equipment be maintained in a condition which enables quick and safe loading and unloading of shipments, that all surfaces used for driving including the non-public access roads be sufficiently compact and maintained in a passable and safe condition, and sufficient lighting of the vehicle loading and unloading points.
- (26) The customer (consignor) is Generally held liable for fastening of the cargo on the vehicle, since the customer has the adequate knowledge concerning the consignment. Consignor shall provide exact information about the consignment as regards the weight and dimensions of individual pieces. If the consignor has guidelines for cargo loading and fastening in road transport in place, the consignor shall provide such guidelines to the carrier in due time before the beginning of the transport in the language the carrier understands.
- (27) The driver (carrier's representative) is obliged to attend the loading and provide guidance for good arrangement of the cargo on the vehicle, e.g. as regards the even loading of axles with the goods to be transported and from the perspective of safety and smooth traffic flow. If the consignor fails to comply with carrier's instructions which results in incorrect loading, and particularly overloading, of the vehicle, the carrier shall be entitled to request re-loading of the cargo on the vehicle or unloading of the cargo, or a part thereof. If the carrier's request is not complied with, the carrier may refuse to transport the cargo or take care of correct arrangement and loading of the cargo at the expense and risk of consignor.
- (28) If the vehicle loading and unloading is taken care of by the customer, the customer shall take care to prevent damage to the vehicle and other carrier's equipment. It is particularly forbidden to lower heavier cargoes from a greater height on the vehicle.
- (29) If the cargo space of the vehicle is fouled to a greater extent during loading, unloading or by the cargo transported, the customer shall take care of the cleaning thereof at customer's expense upon unloading of the shipment and, in the event of repeated shipments, upon the last unloading. Should the customer fail to meet this obligation, the carrier shall take care of the vehicle cleaning at the customer's expense.
- (30) Any necessary disinfection of the vehicle shall be taken care of by the carrier. The cost connected with disinfection shall be borne by the customer whose cargo exacted the disinfection.
- (31) If the tank truck or storage tank needs to be cleansed prior to the loading of another type of cargo, the customer shall inform carrier thereof through the order for transport or the framework transport contract. The cost connected with cleansing shall be borne by the customer.
- (32) Consignee may refuse to accept the shipment, or a part thereof, owing to damage to the shipment during transport only if the condition of the shipment changed to the extent preventing the shipment from using it for the intended purpose. However, consignee is not obliged to accept the shipment until the carrier prepares report about damage to the

shipment in attendance of both parties involved. The report may also be put down in the transport document.

- (33) Reservations as to the method of loading, reloading and unloading shall be asserted by the carrier (member of the crew) against the consignor, consignee or other persons in writing, e.g. in the bill of lading.
- (34) The time of delay of the carrier at the time of loading, unloading or customs clearance shall be deemed, unless otherwise agreed in the transportation contract, to be the time from the requested time of arrival of the vehicle of the carrier to the loading, unloading or customs clearance until the loading, unloading or customs clearance have commenced or any accidental interruption of these works by the carrier has occurred, including the issuing of any transport and customs documents for the consignment. In the event of a delay, the carrier may request - after four hours - a refund of thirty euros for each additional hour that has commenced. The maximum amount for each twenty-four hours of waiting shall be no more than three hundred and seventy euros.

## Chapter II

# Contracting Method and Term of the Contract for Transport of Goods in Intrastate Road Transport

### Article 6

#### Fundamental Provisions of the Contract for Transport of Goods in Intrastate Road Transport

- (1) If the order for transport is placed with a business entity and a contract for transport is executed, the contract shall be governed by the provisions of Art. 610-629 on the contract for carriage of goods under the Act No. 513/1991 Coll. Commercial Code.
- (2) The contract for carriage of goods binds the carrier to transport goods (shipment) for the consignor from a specific place (place of departure) to another specific place (place of destination), and the consignor to pay remuneration (freight rate) to the carrier.

- (3) Carrier may request the consignor to confirm the requested transport in the transport document and the consignor may request the carrier to acknowledge acceptance of the shipment in writing.
- (4) If special documents are necessary for the transport to take place, the consignor shall handover the same to the carrier no later than at the time of supplying the shipment for transport. Consignor shall be held liable for the damage incurred by the carrier due to failure to provide these documents or due to inaccuracy thereof.
- (5) Unless the contract provides otherwise, the contract shall become null and void should the consignor fail to ask the carrier to accept the shipment at the time set forth in the contract, or otherwise in six months from execution of the contract.
- (6) Carrier is obliged to carry out the transport to the place of destination using professional care in the agreed period, or otherwise without any undue delay. In case of doubt, the time period starts on the day following acceptance of the shipment by the carrier.
- (7) If the consignee is known to the carrier, the carrier shall transport the shipment to the consignee or if the consignee is supposed to pick the shipment in the place of destination based on the contract, the carrier shall advise the consignee of arrival in the place of destination.
- (8) The consignor may request the carrier to suspend the transport and return the shipment back or to dispose of the shipment in a different manner until the shipment is handed over to the consignee and consignor shall reimburse the carrier for the expenses incurred in connection therewith.
- (9) If the carrier is, based on the contract, supposed to collect a specific financial amount (cash on delivery shipment) or do other collection, the provisions concerning documentary collection (Art. 697 et seq. of Act No. 513/1991 Coll. Commercial Code) shall apply.

If the order for transport of goods is placed by a natural person - non-entrepreneur, the contract for transport shall be executed under Art. 765 et seq. of Act No. 40/1964 Coll. Collective Code as amended.

## **Article 7 Obligations of the Customer and the Consignee**

- (1) The customer, mostly identical with the consignor, is obliged to provide the carrier with correct data about the shipment content and nature, and shall be held liable for damage incurred by the carrier due to violation of this obligation.
- (2) Consignor is obliged to place an order for the transport with the carrier. The order may also be placed by e-mail, fax or by phone, and thereafter in writing, unless the carrier and the consignor agree otherwise.
- (3) The order for transport may be placed for one transport or a specific number of transports. In the event of repeated transports which should take place in a longer time period, entering into a framework transport contract is a more appropriate option for the carrier and the customer.

- (4) The order for transport must contain data necessary to carry out the transport and issue the invoice in line with the legislation in force. In order for the transport contract to be entered into in a proper manner, the order or the draft transport contract shall contain the following data:
- trade name of the customer, address, ID, ID for VAT, e-mail, phone number and other contact data, as necessary,
  - information about the shipment (type, gross weight (weight including the packaging and the pallet), number of pieces, dimensions, fastening requirements, etc.),
  - place of departure and place of destination (exact address);
  - loading and unloading times, if requested,
  - as regards shipments transported into repair, also the information about the type and scope of damage,
  - agreed remuneration for the transport (freight rate).
- (5) The order for transport must be filed two business days before the requested transport, unless the parties agree otherwise.
- (6) If special documents are necessary for the transport to take place, the consignor shall handover the same to the carrier no later than at the time of supplying the shipment for transport. Consignor shall be held liable for the damage incurred by the carrier due to failure to provide these documents or due to inaccuracy thereof.
- (7) Customer shall inform the carrier at the time of order placement of a higher value of the shipment than the common market price.
- (8) In the event of transport of the goods with the price of more than EUR 350,000, the customer shall inform the carrier of this value and provide documents proving the value for the purposes of carrier's liability insurance in transport.
- (9) Carrier shall give the consignor written acceptance of the shipment, if so requested.
- (10) The transport contract shall come to existence between the customer (consignor or consignee) and the carrier
- upon acceptance of the order;
  - upon beginning of transport, in the event of transport which does not have to be ordered;
  - upon acceptance of the shipment for transport.
- (11) The order shall be deemed accepted
- at the time of verbal or telephonic agreement between the carrier and the consignor with respect to the scope, time, or method of the requested transport; or
  - upon customer's receipt of carrier's acceptance made in writing, by e-mail or in other reliable manner; if the consignor requires such acknowledgement, carrier shall comply with such request;



# Transportation Regulations

|             |
|-------------|
| Copy: 1     |
| Edition: 1  |
| Revision: 1 |

- c) upon beginning of the ordered transport by the carrier, where the order was not received as set forth in the above sub-sections.
- (12) A new transport contract shall be formed if the carrier accepts the consignee's request for further transport of the shipment to another consignee.
  - (13) When the carrier accepts order for transport or executes transport contract, the carrier may require the customer to pay an advance payment of up to 80% of the agreed price or of the preliminary price for transport. Carrier shall acknowledge receipt of the advance payment and issue the requested tax documents (e.g. advance invoice).
  - (14) New instructions may be given by the consignor to the carrier under the terms and conditions hereunder up to the time of shipment handover.
  - (15) The carrier is entitled to the agreed remuneration or, where the remuneration was not agreed, then the remuneration deemed normal at the time of execution of the contract taking into consideration the carrier's undertaking.
  - (16) Carrier is entitled to the freight rate after the goods reach the place of destination, unless other price is decisive under the contract.
  - (17) If the carrier may not finish transport for reasons not attributable to the carrier, the carrier shall be entitled to the portion of the freight rate corresponding to the transport which has already been made.
  - (18) If the contract specifies the consignee, the consignee shall become entitled to the rights out of the contract when the consignee requests handover of the shipment upon its arrival in the place of destination or upon lapse of the deadline for arrival of the shipment. The consignee shall also be passed the claims relating to the damage to the shipment at that moment. However, the carrier shall not handover the shipment to the consignee if contrary to the instructions given by the consignor. In such event, the consignor's right to dispose of the shipment shall continue to be valid. If the consignor appoints a person other than the consignee, such person shall acquire the rights out of the contract in the same way as the initial consignee.
  - (19) Upon receipt of the shipment, the consignee assumes the warranty for the settlement of carrier's receivables from the consignor out of the contract relating to the transport of the shipment accepted, if the consignee was aware or must have been aware of such receivables.
  - (20) Carrier is entitled to retainage as regards the shipment in order to secure carrier's claims out of the contract until the carrier is entitled to dispose of the shipment.
  - (21) If several retainages apply to the shipment, the carrier's retainage shall prevail over the retainages arisen previously.
  - (22) The carrier's retainage shall be given preference over the consignor's retainage.

## **Article 8 Carrier's Liability for Damage to the Shipment and for Failure to Meet the Transport**

## Conditions

- (1) Carrier shall be held liable for the damage to the shipment incurred after takeover of the shipment by the carrier until it is handed over to the consignee, except where carrier could not have averted the damage despite using professional care.
- (2) However, the carrier shall not be deemed liable for the damage to the shipment if the carrier proves that the damage was caused:
  - a) by the consignor, consignee or the owner of the shipment;
  - b) by a defect or an inherent defect of the shipment including natural decrease;
  - c) by a circumstance the carrier could not have averted; this applies to force majeure events, e.g. damage to the goods in floods, earthquake, fire, avalanche, etc.
  - d) by defective packaging the carrier has informed the consignor of at acceptance of the shipment for transport and, if a bill of lading was issued, the defect in packaging was entered in the note; if the carrier failed to inform the consignor of the defects in the packaging, the carrier shall not be held liable for the damage to the shipment incurred as a consequence of such defect only when the defect was not identifiable at the time of shipment acceptance. Carrier may enter the reservations as to the packaging and condition of the shipment in the transport document or delivery note retained by the consignor.
- (3) In the event of damage to the shipment caused as set forth in sub-section (2), the carrier shall use professional care to mitigate the damage to the maximum possible extent.
- (4) If the shipment is lost or destroyed, the carrier shall be obliged to refund the price of the shipment at the time it was handed over to the carrier.
- (5) If the shipment is damaged or impaired, the carrier shall be obliged to refund the difference between the price of the shipment at the time it was accepted by the carrier and the price of the damaged or impaired shipment would have at that time.
- (6) In the event of a transport contract as per the Civil Code, the carrier shall refund the price of the lost or destroyed shipment at the time it was accepted for transport. Besides that, the carrier shall also bear the expenses incurred in connection with the transport of the lost or destroyed shipment. If the shipment is damaged or partially lost, the carrier shall refund the amount corresponding to the scope of impairment of the shipment; if repair is reasonable, the carrier shall bear the cost of repair. Based on carrier's liability insurance, carrier's liability for said damages is limited to the amount of EUR 10,000.00. Carrier is obliged to carry out the transport using professional care and in specified time period. Carrier shall be held liable for other damages out of freight transport than the damages to the shipment transported only if caused by failure to meet the delivery period. Carrier shall be held liable for damage caused by failure to meet the delivery period to the tune of the freight rate. Consignor or consignee must provide the carrier with unambiguous evidence of the damage.
- (7) Carrier is obliged to promptly give the consignor report about the damage to the shipment arisen before it is handed over to the consignee. However, if the title to the shipment passed on consignee, such report shall be given to the consignee. Carrier

shall be held liable for the damage incurred by the consignor or the consignee owing to the violation of this obligation.

- (8) In the event of immediate substantial threat to the shipment and if there is no time to request consignor's instructions or if the consignor hesitates to give such instructions, the carrier may handover the shipment in an appropriate manner at consignor's expense.
- (9) Carrier may meet this obligation using another carrier and, in doing so, carrier shall remain liable as if the shipment was transported by the carrier.
- (10) Carrier shall be held liable for damage incurred by the consignor due to failure to carry out transport which has already been contracted in a written transport contract to the tune of provable expenses connected with vain preparation of the shipment for transport.
- (11) The right to damages shall be exercised by the consignor with the carrier in writing and consignor shall provide justification thereof. Further, consignor must attach the documents justifying consignor's claim and proving the accuracy of the claimed amount, and the relevant part of the transport document.
- (12) The right to damages must be exercised with the carrier within six months from handover of the shipment to the consignee or, where handover did not take place, within six months from acceptance of the shipment for transport, or the right shall expire.

## Article 9

### Conditions Applicable to the Changes of the Transport Contract and Withdrawal from the Contract

- (1) The consignor may request the carrier to suspend the transport and return the shipment back or to dispose of the shipment in a different manner based on agreement with the carrier until the shipment is handed over and consignor shall reimburse the carrier for the expenses incurred in connection therewith.
- (2) Consignee may suggest a different unloading point for the shipment handover procedure.
- (3) The freight rate and other cost connected with the change of the transport contract as set forth in section 1 shall be borne by the consignor and in section 2 by the consignee.
- (4) The draft changes of the contract are also subject to the provisions of Art. 7.
- (5) If the transport is not necessary anymore after agreement on the transport contract, the consignor shall inform the carrier thereof without any undue delay.
- (6) If the transport is revoked after the vehicle leaves for the agreed loading point or the

vehicle has already arrived in such place and the shipment has not been supplied for transport for reasons attributable to the consignor, the carrier shall be reimbursed for the cost connected therewith.

- (7) If the carrier may not carry out the agreed transport or the carrier may not carry out the transport under the agreed terms and conditions and the conditions set forth under these Transportation Regulations, the carrier shall inform the consignor thereof without any undue delay. If the new conditions proposed by the carrier do not meet consignor's requirements, the consignor shall be entitled to withdraw from the transport contract; the consignor may also withdraw if the vehicle has not arrived within three hours from the agreed time for arrival of the vehicle without prior written agreement with the consignor.

If an obstacle comes up upon acceptance of the shipment for the transport which obstacle prevents carrier from starting the transport or continuing in it or the shipment may not be handed over, and no further arrangements have been agreed with the consignor in such event, the carrier shall ask for consignor's proposal without any undue delay

Carrier is not requested to inform the consignor, if the obstacle is of a temporary nature (e.g. need to reload the shipment) and seeking consignor's proposal would take more time than the time necessary to remove the obstacle.

If the obstacle passes away before the receipt of the consignor's proposal, the carrier shall continue as initially agreed. Consignor may state a proposal in the transport document for how to handle the shipment in the event of an obstacle during transport in the course of the transport contract.

If the shipment can neither be handed over to the recipient, nor returned back to the consignor as set out in the preceding provisions, the carrier shall take care of the storage of the shipment and inform the consignor thereof without any undue delay. The cost connected with storage shall be borne by the consignor.

## Article 10

### Transport Documents in the Freight Transport by Road

- (1) The transport document accompanies the shipment until it is handed over or disposed of. Consignor is obliged to handover a duly completed transport document to the carrier or shall provide the data concerning the shipment to the carrier and confirm the same when the carrier enters the data in the bill of lading with consignor's signature or the carrier may agree on different arrangements concerning the transport document.
- (2) The transport document is handed over to the carrier along with the shipment, unless agreed otherwise.
- (3) The transport document must contain the following data as a minimum:
- consignor's and consignee's names;
  - usual identification of the shipment content and packaging;
  - number of pieces;

- d) total weight of the shipment;  
loading and unloading points;
  - e) date and acknowledgement of acceptance of the shipment by the carrier and the consignee;
  - f) field for the purposes of carrier's reservations.
- (4) Transport document in intrastate road transport includes
- a) CMR document filled out and handed over by the consignor;
  - b) delivery note, if complying with said conditions.
- (5) If the shipment is to be loaded or unloaded in several points, the consignor shall handover a separate transport document for each portion of the shipment. The data in the transport document may be simplified for certain types of transport.
- (6) Carrier and customers (consignor and consignee) are liable for correctness and completeness of the data entered in the transport document.
- (7) Carrier may enter carrier's reservations in the transport document as regards the type of vehicle used based on customer's request, condition of the shipment, its packaging, number of pieces, and method of loading.
- (8) In the transport of foodstuffs and of dangerous goods, the consignor is requested under valid legal regulations to provide additional documents listed in the below Chapters of the Transportation Regulations.

## Chapter III

# Contracting Method and Term of the Contract for Transport of Goods in Interstate Road Transport

### Article 11 Fundamental Provision of the Transport Contract

- (1) Considering the provision of Art. 756 of the Commercial Code treating interstate transport, these agreements, treaties and contracts shall prevail over the legal regulation valid in the Slovak Republic. The parts of individual articles of the Transportation Regulations which are regulated differently in international contracts, agreements and treaties, such as the Convention on the Contract for the International Carriage of Goods by Road (CMR), Regulation No. 11/1975 Coll. of the Ministry of Foreign Affairs as amended shall not be applied to the transport in interstate road transportation.
- (2) The CMR Convention applies to each and every transport contract for consideration carrier out by a road vehicle if the place of acceptance of the shipment and the expected place of its destination set forth in the contract are located in two different countries and at least one of those countries is a contracting party to the CMR Convention.
- (3) The CMR Convention does not apply to:
  - a) transport within international postal agreements;
  - b) transport of dead bodies;
  - c) transport of garments moved.
- (4) The CMR Convention applies to the whole transport route and irrespective of the length of the road in the Slovak Republic and abroad. The CMR Convention makes the national legal regulations in this respect invalid.
- (5) The CMR Convention applies to the transport of goods by road by motor vehicles, trucks, long-distance road trains, trailers and containers.

## Article 12

### Obligations of the Customer and the Consignee

- (1) Customer, being mostly the consignor, shall be held liable to the carrier for damages caused by defects in the packaging of the shipment and shall attach to the bill of lading or give the carrier documents necessary for customs and any other official clearances carried out before handover of the shipment, and provide all information the carrier shall ask for.
- (2) Consignor is entitled to dispose of the shipment, particularly consignor may request the carrier to stop the transport, change the place of destination or handover the shipment to a different consignee than the consignee specified in the bill of lading.
- (3) The right to dispose of the shipment expires when the carrier hands over the second part of the bill of lading to the consignee and the consignee acknowledges receipt of the shipment.

## Article 13

### Transport Documents in Interstate Freight Transport by Road

- (1) Bill of lading is the document proving execution of the transport contract and is a reliable document as regards the execution and content of the transport contract and acceptance of the shipment by the carrier. In absence of the bill of lading, if it is lost or has some drawbacks, this shall not affect the validity of the transport contract executed (it continues to be subject to the provisions of CMR Convention), but its existence is necessary for several circumstances which allow to exercise the CMR Convention and have evidential power in case of disputes. The international bill of lading also functions as the proof of the loading and unloading points and is a mandatory document in crossing the customs frontier.
- (2) A separate CMR bill of lading must be issued for each shipment. A separate shipment means each shipment dispatched by one consignor for one consignee and in one vehicle or vehicle train. One vehicle can transport several shipments. If the shipment needs to be loaded on several vehicles or if the shipment consists of various types or individual parts, the consignor or the carrier may ask for a bill of lading for every single vehicle used in such transport or for every single type or individual part of the shipment.
- (3) The bill of lading must contain the following data:
- a) place and date of issue;
  - b) consignor's name and address;
  - c) carrier's name and address;
  - d) place and date of shipment acceptance (loading) and place of destination (unloading);
  - e) consignee's name and address (including the tax registration number - TRN);
  - f) usual description of the goods transported (goods identification) and type of packaging; in the event of dangerous goods, generally recognized identification (as per the ADR Treaty);
  - g) number of pieces, their special marks and numbers;
  - h) total weight of the shipment or other quantity of goods, e.g. in m<sup>3</sup> (if there is a note in the bill of lading about official weighing or counting of the goods, a document must be attached to the bill of lading to be handed over to the consignee by the driver);
  - i) cost connected with transport (freight, supplementary fees, customs and other expenditures incurred from execution of the contract until handover of the shipment);
  - j) instructions for customs and other official clearance (e.g. customs offices of entrance and exit which must also comply with the data entered in the TIR carnet, if used in the transport or in other customs documents);
  - k) information that the transport is subject to the provisions of the CMR Convention irrespective of any clause to the contrary.
- (4) The bill of lading may also contain the following data:
- a) reloading ban;
  - b) expenditures borne by the consignor;

- c) cash on delivery to be collected on delivery of the shipment;
  - d) price of the shipment and the amount expressing special interest in delivery;
  - e) consignor's instructions for the carrier concerning shipment insurance;
  - f) agreed deadline for completion of the transport;
  - g) list of documents handed over to the carrier.
- (5) Individual parties which take part in the transport may also enter other data they find useful in the bill of lading.
- (6) The consignor is liable for the completion of the bill of lading. Therefore, the consignor shall also be held liable for the accuracy of the data in the bill of lading even if the relevant data is entered in the bill of lading by the carrier's representative at consignor's request. Consignor shall be held liable for all expenses and damages incurred by the carrier as a consequence of inaccuracy or incompleteness of:
- a) data under section 3, sub-sections b), d), e), f), g), h) and j);
  - b) data under section 4;
  - c) all other data or instructions given for issuance of the bill of lading or for its entering in the bill of lading.
- (7) The carrier shall check the data in the bill of lading concerning the number of pieces and their marks and codes and the visible condition of the shipment and its packaging at receipt of the shipment for transport. If the carrier does not have suitable means to check the correctness of the data concerning the number of pieces and their marks and codes, the carrier shall enter reservations with the justification thereof in the bill of lading. Carrier shall also justify all objections made with respect to the visible condition of the shipment and its packaging.
- (8) Carrier shall state carrier's reservation in the first copy of the bill of lading before it is handed over to the consignor in the field No. 18 of the CMR bill of lading form. The list of most frequently used reservations by the carrier is as follows:

#### Reservation concerning the vehicle

- 1. Open vehicle without tarpaulin based on agreement with the consignor

#### Reservation concerning the goods packaging

- 2. Not packed
- 3. Packaging damaged
- 4. Packaging insufficient

#### Reservation concerning the number, marking and coding of the shipment pieces (barrels, bags, pieces, etc.)

- 5. Inspection not possible for the following reasons:
  - a) loading made by consignor;
  - b) weather conditions;
  - c) large number of packed pieces;
  - d) sealed container.

#### Reservation as to the condition of the goods accepted

1. Goods obviously in a bad condition
2. Damaged
3. Wet
4. Frozen
5. Not protected against weather and transported in this condition at consignor's request;

Reservation as to the loading, shipment fastening, unloading

Goods loaded and fastened by:

1. Consignor
2. Driver in adverse weather conditions at consignee's request

Goods unloaded by:

1. Consignee
2. Driver in adverse weather conditions at consignee's request

Carrier may also enter other reservations in the field 18 of the CMR bill of lading or in any other manner.

- (9) The bill of lading constitutes a reliable document proving agreement on the content of the transport contract and proof of acceptance of the shipment by carrier, unless proved otherwise. However, if the bill of lading is not available, the transport contract shall apply if the execution thereof is proved in a different manner.

## Article 14

### Carrier's Liability for Damage to the Shipment and for Failure to Meet the Transport Conditions

- (1) Carrier shall be held liable for full or partial loss of shipment or for damage thereto arisen from acceptance of the shipment for transport until its handover as well as for failure to meet the delivery time. Carrier does not assume responsibility for the loss of shipment, damage thereto or failure to meet the delivery time owing to eligible instruction not caused by carrier's negligence, defect in shipment or the circumstances the carrier may not have averted and the removal of consequences thereof is not in carrier's power.
- (2) Based on the CMR Convention, carrier shall be relieved of liability when the loss or damage arises from special risks inherent in one of more of the following circumstances:
  - a) use of open unsheeted vehicles, when their use has been expressly agreed and specified in the bill of lading;
  - b) the lack of, or defective condition of packing in the case of goods which, by their nature, are liable to wastage or to be damaged when not packed or when not properly packed;
  - c) handling, loading, stowage or unloading of the goods by the consignor, the consignee or person acting on behalf of the consignor or the consignee;

- d) the nature of certain kinds of goods which particularly exposes them to total or partial loss or to damage, especially through breakage, rust, decay, desiccation, leakage, normal wastage, or the action of moth or vermin;
  - e) insufficiency or inadequacy of marks or coding on the packages;
  - f) the carriage of livestock.
- (3) The entitled party may consider the shipment to be lost without the need for any further evidence if the shipment was not handed over within 30 days from the lapse of the agreed delivery time and where the time period was not agreed, then within 60 days after carrier's acceptance of the shipment for transport.
  - (4) If the carrier is obliged to reimburse the damages out of full or partial loss of shipment, the reimbursement shall be calculated based on the value of the shipment in the place and at the time of its acceptance for transport based on the listing price or, if not available, then based on the market price
  - (5) The damages must not exceed 8.33 of the unit of account called "special drawing rights - SRD" for a kg of the lost or damaged gross weight of the shipment. The value of SDR to EUR and other currencies is announced by the International Monetary Fund ([www.imf.org](http://www.imf.org)). The decisive rate is the SDR/EUR rate on the date of acceptance of the shipment by carrier for transport.
  - (6) If the delivery time has not been met and the entitled party proves to have incurred damage on that ground, the carrier shall reimburse the damage to the tune of the freight rate.
  - (7) Further information concerning carrier's liability is covered by the Convention on the Contract for the International Carriage of Goods by Road (CMR).
  - (8) Any action concerning transport subject to the CMR Convention may only be taken against the carrier which issued these Transportation Regulations by way of a state court in the territory of the Slovak Republic.

## Article 15

### Conditions Applicable to the Changes of the Transport Contract and Withdrawal from the Contract

- (1) If the transport contract cannot be performed as set forth in the conditions in the bill of lading due to obstacles in transport for any reason, the carrier shall ask for instructions from the person authorised to dispose of the shipment (mostly the consignor, exceptionally e.g. the consignee).
- (2) However, if the transport can be carried out under conditions deviating from the conditions set forth in the bill of lading (or in dispositions) and the carrier could not have received the instructions from the authorised person in due time, the carrier shall take such measures which the carrier considers to be the best interest of the authorised person (e.g. to avert damages requiring quick action). If obstacles to delivery occur after the shipment has arrived to the place of destination, the carrier shall ask for consignor's instructions. Carrier shall be entitled to the compensation of the expenditures out of the need to ask for or carry out the instructions, provided that such expenditures are not incurred as a result of carrier's fault.
- (3)

In exceptional cases, carrier may also sell the shipment without waiting for the instructions of the entitled party (mostly the consignor) where the shipment is subject to quick decay or if such procedure is justified by the condition of the shipment or if the cost of stowage is in excess of the value of the shipment. The shipment may also be sold if the carrier does not receive instructions to the contrary from the entitled party in due time. The procedure undertaken in the sale shall be governed by the laws and common practice in the actual location of the shipment. The proceeds from the sale shall be, upon deduction of the amounts bound to the shipment (e.g. freight), made available to the entitled party (mostly the consignor).

## Chapter IV

# Transport of Dangerous Goods

### Article 16

#### Fundamental Provision of the Transport of Dangerous Goods

- (1) The dangerous goods which may be transported by road include the goods permitted by the international treaty binding upon the Slovak Republic (European Agreement concerning the International Carriage of Dangerous Goods by Road - ADR, hereafter "ADR Agreement"); this shall not apply to
- a) transport of dangerous goods in the military district or other closed area of the armed forces by a vehicle of the armed forces or to the transport of dangerous goods in a convoy of the armed forces along the prescribed route and under constant supervision by the consignor;
  - b) transport of explosives by the vehicles of the armed forces or the vehicles of the armed corpses under their constant supervision along the entire transport route;
  - c) time-limited transport operations with unambiguously defined dangerous goods, even the banned ones, permitted in exceptional cases by the transport administration authority, provided that the security is not jeopardized; or
  - d) transport of vehicles removed from the records of motor vehicles without accumulator with no leaks of working liquid or gaseous fuel.

- (2) Transport of dangerous goods in the Slovak Republic may only be carried out in a manner and under the conditions set forth in the ADR agreement and stipulated by the Act No. 56/2012 Coll. of the National Council of the Slovak Republic on road transport.
- (3) Dangerous goods may only be transported in an approved vehicle type and using packaging, tanks, cisterns, and containers which are approved and marked. Special regulations<sup>1</sup>, which regulate the safety requirements for the vehicles and transport equipment and the method of their use, storage, cleaning, disinfection and decontamination, and the handling and transport rules for explosives, radioactive substances, chemicals, biological and other hazardous wastes, live micro-organisms and genetically modified organisms must be observed during packaging and other handling prior to loading, at loading, during transport and at unloading of hazardous goods.
- (4) Carrier appointed one safety consultant, disposes of the necessary technical background, vehicles and transport equipment under section 3 and the crew of the vehicles and other persons taking part in the loading, unloading or other handling of dangerous goods who were trained by the safety consultant.
- (5) The carrier's crews of vehicles taking part in the transport of dangerous goods observe the handling and transport rules, safety measures specified for the handling and transport purposes thereof, observe the instructions of the safety consultant and, in the event of an accident or other incident involving leak of hazardous goods, these persons are obliged to minimize the scope of damages to the health of persons and animals, to the property and the environment.
- (6) Each participant involved in the loading, handling, transport and unloading of dangerous goods is obliged to act so as not to increase the predictable danger emanating from the dangerous goods transported.

## Article 17

### Obligations of the Consignor and the Consignee of Dangerous Goods

---

<sup>1</sup> E.g. Art. 22 through 26 of Act No. 51/1988 Coll. of the Slovak National Council on the mining activity, explosives, and on state mining administration as amended; Art. 23 and 24 of Act No. 223/2001 Coll. on waste and on changes and amendments to certain acts as amended; Art. 8 through 10 of Act No. 151/2002 Coll. on the use of genetic technologies and genetically modified organisms as amended; Art. 14 and 15 of act No. 541/2004 Coll. on peaceful use of nuclear energy (nuclear act) and on changes and amendments to certain acts as amended by Act No. 21/2007 Coll.; Art. 13 and 45 of Act No. 355/2007 Coll. the protection, support and development of public health and on changes and amendments to certain acts as amended, Art. 16 of Act No. 67/2010 Coll. on the conditions for launching chemical substances and chemical mixtures on the market and on changes and amendments to certain acts (chemical act), Art. 4 of Act No. 119/2010 Coll. on packaging and on change and amendment to Act No. 223/2001 Coll. on waste and on changes and amendments to certain acts as amended.

- (1) The consignor of the dangerous goods shall handover the dangerous goods for transport which is in line with the requirements of this act and
  - a) make sure that the dangerous goods are classified correctly, and check whether the transport thereof by road is permitted;
  - b) provide carrier with information and data, where necessary, required transport and accompanying documents;
  - c) state in the transport document the data requested under the ADR Agreement;
  - d) use only packaging, tanks for bulk cargo and storage tanks, removable tanks, battery vehicles, articulated containers for gas, portable tanks, and cistern containers approved for transport of the relevant substances and marked in a prescribed manner;
  - e) observe the regulations of the method of dispatch and restrictions applicable to dispatch;
  - f) ensure that the emptied, not cleansed and not degassed cisterns or the emptied, not cleansed vehicles and containers for bulk cargo be adequately identified with safety labels and that the emptied and not cleansed cisterns be closed and reach the same tightness level as the full cisterns.
  
- (2) If the consignor of dangerous goods acts at the instruction of a third party, the obligations under section 1 shall be met by the third party in relation to the consignor of the dangerous goods.
  
- (3) The consignee of the dangerous goods shall:
  - a) secure the shipment immediately after its delivery against third persons and store it in a secure manner;
  - b) inspect the shipment to check the transport packaging for evident damage, leaks or cracks and whether the shipment complies with the accompanying documents and with other requirements under the ADR Agreement;
  - c) prevent handling of the transport packaging until cleansed or degassed.
  
- (4) Consignor, consignee and every entity which takes part in the transport of dangerous goods in packing, filling, loading, unloading or other handling involving the risk of leak of dangerous goods or threat to the life or health of persons or animals, damage to the property or the environment, shall appoint one or more safety consultants and give them in compliance with the requirements of the ADR Agreement specific tasks to be taken care by them during transport of dangerous goods.
  
- (5) Other entities taking part in the transport of dangerous goods which participate in their packing, loading, filling and cleansing of tanks and other transport equipment, and unloading shall meet the obligations and observe the measures under the ADR Agreement and only entrust handling of the dangerous goods to the employees trained by the safety consultant.

## Article 18

### Carrier's Obligations in the Transport of Dangerous Goods

- (1) Carrier shall transport dangerous goods in compliance with the requirements of Act No. 56/2012 Coll. on road transport, and particularly carrier shall
  - a) check whether the dangerous goods are permitted to be transported by road;
  - b) check whether the consignor provided prior to the transport the prescribed information for the dangerous goods transported, whether the prescribed documents are available in the transport equipment, or whether electronic data processing or electronic data exchange is used instead of paper documents, whether the data is available during transport in a manner at least equivalent to the paper documentation;
  - c) conduct visual inspection of the vehicle and load for evident damage, leaks or cracks or for the completeness of the equipment of the approved vehicle type;
  - d) check the deadline for the next test of tank trucks, battery vehicles, removable tanks, portable tanks, storage containers, and articulated containers for gas;
  - e) check the vehicle loading;
  - f) check whether the safety labels and the prescribed marking have been affixed to the vehicle;
  - g) ensure that the vehicle be equipped with special equipment prescribed under written instructions in case of accident.
- (2) Carrier shall ensure that the crew of the vehicle be provably instructed in the written instructions in case of accident and understand the same.

## Chapter V Transport of Foodstuffs

### Article 19 Fundamental Provision of the Foodstuff Transport

- (1) Road transport may be used for the transport of perishable foodstuffs in line with the requirements of the Agreement on the International Carriage of Perishable Foodstuffs and on the Special Equipment to be used for such Carriage (ATP), Regulation (EC) No 852/2004 of the European Parliament and of the Council on the hygiene of foodstuffs, Act No. 152/1995 Coll. of the National Council of the Slovak Republic on foodstuffs and the related regulations.
- (2) If it is necessary to open the transport equipment, e.g. to conduct inspection, measures shall be taken to prevent exposure of the foodstuffs to the process or conditions which are in conflict with the provision of the ATP Agreement and the International Convention on the Harmonization of Frontier Controls of Goods.
- (3) The deep-frozen and frozen foodstuffs listed in the ATP Agreement, when intended for immediate further processing at destination, may be permitted gradually to rise in temperature during transport so as to arrive at their destination at temperatures no higher than those specified by the consignor and indicated in the transport document. This temperature must not be higher than the maximum temperature authorized for the same type of foodstuffs in annexes to the ATP Agreement for the thermal conditions in the transport of some types of foodstuffs which are neither in the frozen or deep-frozen condition.
- (4) If during the transport the prescribed thermal conditions have not been met, the perishable foodstuffs may not be disposed of unless the competent authorities of the contracting country issue a permit for further disposal of the goods in compliance with hygienic requirements.
- (5) The requirements of the ATP Agreement do not apply to the transport of foodstuffs not intended for human consumption.
- (6) Carrier is not be held liable for the quality and health safety of the foodstuffs accepted from the consignor for transport.

**Article 20**  
**Carrier's Obligations in the Transport of Foodstuffs**

- (1) Carrier is obliged to choose and use such transport equipment for the transport of frozen and deep-frozen foodstuffs listed in annexes of the ATP Agreement to ensure that the maximum temperature of foodstuffs in any part thereof not exceed the temperatures specified in the annexes of ATP Agreement.
- (2) Carrier must have a valid certificate of conformity of the transport equipment with the requirements of the ATP Agreement in the transport of foodstuffs in the annex of the ATP Agreement in the transport equipment. As regards other foodstuffs, this shall be agreed in the transport contract.
- (3) Carrier must ensure affixing of distinguishing marks and data as set forth in annexes of ATP Agreement on the transport equipment. They shall be removed as soon as the transport equipment ceases to conform to the standards laid down in the annex I of the ATP Agreement.
- (4) Carrier must ensure that the transport equipment used for transport of deep-frozen foodstuffs be equipped with an appropriate registration device to monitor, at frequent and regular intervals, the air temperature inside the cargo space. The temperature records obtained in this manner must be identified with a date and carrier must archive them for at least one year or longer depending on the nature of the foodstuffs or the requirements agreed in the transport contract.
- (5) If the consignor or consignee (whoever enters into the transport contract) specifies in the transport contract the requirements for cleaning and disinfection of the cargo space of the transport equipment and the document to prove the same, the carrier shall take care of the cleaning or disinfection and present the requested document at consignor's or consignee's request. Costs connected with the cleaning or disinfection are normally borne by the party which requires this service, unless the transport contract provides otherwise.
- (6) If the carrier transports foodstuffs and ingredients for the production thereof, the carrier is obliged to observe the provisions of the Regulation (EC) No 852/2004 of the European Parliament and of the Council on the hygiene of foodstuffs and of Act No. 152/1995 Coll. of the National Council of the Slovak Republic on foodstuffs as amended:
  - a) transport the foodstuffs and the ingredients for the production thereof in suitable transport equipment with appropriate accessories so as to protect their safety and quality;
  - b) take care of the cleanness of transport equipment and disinfect the same;
  - c) use for transport only transport equipment with walls and other parts coming in contact with the foodstuffs made of non-corrodible material and material not otherwise affecting the safety and quality of foodstuffs which are smooth, easy to clean and disinfect;
  - d) take efficient measures to protect the foodstuffs transported against vermin, birds, insect, dust or other fouling, and transport the same under such conditions to prevent the temperature from rising or falling during the transport which could have a negative influence on the safety and quality of the foodstuffs.

## Article 21

### Obligations of the Consignor and the Consignee in Foodstuff Transport

- (1) Consignor must ensure that the transport document contains the name of the foodstuff, whether it is frozen or deep-frozen, and that it is intended for immediate further processing at destination.
- (2) Consignor must attach to the transport document all other necessary documents which should accompany the specific type of foodstuff during transport.
- (3) Consignor shall, if so requested, also state the request for the temperature of the cargo space of the transport equipment for the transport of foodstuffs not listed in annexes of the ATP Agreement in the transport order, transport contract or the transport document to be provided to the carrier in due time prior to transport.
- (4) Consignor shall take care of such temperature of foodstuffs delivered to the carrier for transport the carrier is to meet during transport.
- (5) Consignor shall, if so requested by the consignor, state in the transport contract the requirements for cleaning and disinfection of the cargo space of the transport equipment and the documents to be requested from the carrier as regards the cleaning and disinfection.
- (6) Control and measurement of foodstuff temperature by consignor or consignee must be conducted in a manner not exposing the foodstuffs to undesirable conditions as regards the foodstuff safety and quality. The control and measurement must be conducted prior to the foodstuff loading or unloading. These procedures may only be used during transport if there are serious doubts concerning compliance of the foodstuff temperatures with the prescribed temperatures.
- (7) Where possible, the data read by the monitoring equipment during transport must be taken into account in consignee's temperature control during foodstuff transport prior to the selection of these loaded perishable foodstuffs for sampling and measuring purposes. Foodstuff temperature may only be measured at unloading if there are reasonable doubts concerning maintenance of controlled temperature during transport.

## Chapter VI

### Final Provisions

#### Article 22

##### Complaint Procedure

- (1) Complaint periods and the limitation periods applicable to the consignor's or consignee's complaints resulting from the transport contract with the carrier for intrastate road transport carried out within the Slovak Republic are treated in the Commercial Code and the Civil Code.
- (2) Complaint periods and the limitation periods applicable to the consignor's or consignee's complaints resulting from the transport contract with the carrier for interstate road transport are treated in the Convention on the Contract for the International Carriage of Goods by Road (CMR).
- (3) The entitled party (customer or consignor) must file complaint with carrier with regard to all rights out of the transport in writing.
- (4) The entitled party (customer or consignor) may claim refund of the amount for transport only if the amount has provably been paid to the carrier.

#### Article 23

##### Disclosure and Validity of the Transportation Regulations for Freight Transport by Road

- (1) As per Act No. 56/2012 Coll. of the National Council of the Slovak Republic on the road transport, the carrier posted these Transportation Regulations on carrier's web site ([www.medical-logistic.sk](http://www.medical-logistic.sk)) and these Regulations are also available in the carrier's registered office.
- (2) These Transportation Regulations are valid as of 01/07/2016.
- (3) As per Act No. 56/2012 Coll. of the National Council of the Slovak Republic on the road transport, the Transportation Regulations are a part of carrier's proposal to contract and, upon execution of the transport contract, these Regulations form a part of the contractual rights and obligations of the parties to the contract.
- (4) The customer placing the order for transport is requested to become familiar with these Transportation Regulations prior to execution of the contract for transport of goods or cargo.

#### Article 24

## Changes in the Transportation Regulations of Freight Transport by Road

- (1) Any changes and amendments to these Transportation Regulations shall become valid once posted and made accessible on carrier's web site.
- (2) In the event of a material change or amendment to the Transportation Regulations, the carrier shall take care of the posting and making accessible of the entire text of the Regulations.

Banská Bystrica, 01/12/2017

Name and surname of the statutory representative: **Dušan Frzon**, Executive

.....  
Signature

Name and surname of the Head of Transport: Miroslav Porubčan

.....  
Signature