

KOGAL STEEL s.r.o.

Road Freight Transport Regulations



ARTICLE 1

General Provisions

These Transport Regulations govern the conditions under which the Carrier performs road freight transport services and establish the Carrier's transport conditions required for the conclusion of a contract of carriage.

For the purposes of these Transport Regulations, the Carrier is **KOGAL STEEL s.r.o.**, having its registered office at **Mierová 94, 066 01 Humenné, Slovak Republic**, registered in the Commercial Register maintained by the District Court Prešov, Section Sro, Insert No. 27568/P, and carrying on business in the field of road freight transport.

Transport under these Regulations means the carriage of goods, cargo, industrial products, and other types of goods requested by customers within domestic and international road freight transport operations.

The Carrier shall conduct its transport activities in accordance with the permits and licences issued by the competent road transport authority and in compliance with these Transport Regulations throughout the territory of the European Union, including transport operations originating or terminating within that territory.

The Carrier's obligation to transport goods shall arise where the conditions set out in these Transport Regulations are fulfilled and where transport can reasonably be performed, taking into account, in particular:

- the technical condition of the vehicle,
- vehicle capacity and availability,
- the fitness and eligibility of the driver,
- and the absence of unavoidable circumstances preventing the transport operation.

ARTICLE 2

Scope, Nature and Types of Road Freight Transport Services Provided by the Carrier

The Carrier provides road freight transport services within the following scope:

- a) domestic road freight transport;
- b) international road freight transport.

The Nature of Freight Transport Services

The Carrier performs the following types of transport services:

- a) full truckload shipments (FTL);
- b) less-than-truckload shipments (LTL) and general cargo shipments;
- c) other transport services based on specific customer orders and transport requirements.

Full Truckload Shipments (FTL)

A shipment shall be deemed a full truckload shipment where it is transported for a single customer (sender or consignee) in one vehicle trip and:

- its weight exceeds 2,500 kg; or
- regardless of its weight:

- a) it utilizes the entire payload capacity or loading space of the vehicle used;
- b) the shipment is carried by a dedicated vehicle trip based on an agreement with the customer or where the nature of the goods or the required delivery deadline necessitates a dedicated transport operation;
- c) loading or unloading takes place at two or more locations for operational reasons.

A transport operation shall still be regarded as a single vehicle trip where the Carrier transfers the shipment to another vehicle for operational reasons.

Less-than-Truckload Shipments (LTL)

Shipments that do not meet the definition of a full truckload shipment under this Article shall be considered less-than-truckload shipments or general cargo shipments, except for liquids, sand, gravel, soil, and other bulk materials transported as bulk cargo.

Part Loads (Consolidated Shipments)

A part load shipment (partial load) shall mean a shipment transported together with other consignments or carried during a vehicle trip that would otherwise have been performed without cargo.

Types of Transport According to Technical Resources and Vehicle Fleet

The Carrier performs, in particular:

- a) transport of industrial products and commercial goods;
- b) transport of bulk materials, including sand, gravel, soil, and similar materials;
- c) transport of food products, non-alcoholic beverages, beer, and similar goods;
- d) transport of other types of goods based on customer requirements and individual transport orders.

ARTICLE 3

General Provisions Regarding Contracts for the Carriage of Goods in Domestic Road Freight Transport

1. Obligations of the Carrier

The Carrier shall:

- a) perform road freight transport services in accordance with these Transport Regulations;
- b) ensure, within the scope of its transport and related services, the facilities and equipment necessary for the operation, maintenance, technical inspection, parking, and garaging of vehicles, as well as for the care of vehicle crews and transported goods;
- c) maintain appropriate insurance coverage against liability for damage arising from the operation of vehicles and the activities of vehicle crews, including liability towards senders, consignees, and third parties;
- d) ensure that each vehicle used for commercial transport operations is marked with the Carrier's business name;
- e) ensure that each vehicle used for business purposes carries documentation evidencing the Carrier's authorization to conduct transport activities;
- f) ensure that all vehicles used for business operations are parked or garaged in the Carrier's own premises or in designated parking areas established for such purposes by the relevant municipality;
- g) employ as Transport Manager only a person holding the required Certificate of Professional Competence.

2. Carrier's Obligation to Perform Transport

Where the conditions set out in these Transport Regulations are satisfied and transport operations can reasonably be carried out, taking into account in particular:

- the technical condition of the vehicle,
- vehicle availability and capacity,
- the driver's qualifications and fitness,
- and the absence of unavoidable circumstances,

the Carrier shall be obliged to perform the transport service (hereinafter referred to as the "**Transport Obligation**").

3. Contract of Carriage

Under a Contract of Carriage, the Carrier undertakes to transport goods (the shipment) for the Sender from a specified place of dispatch to a specified place of destination, and the Sender undertakes to pay the agreed freight charge.

4. Transport Documents

The Carrier shall be entitled to require the Sender to confirm the requested transport in a transport document.

The Sender shall be entitled to request written confirmation from the Carrier acknowledging receipt of the shipment for transport.

5. Supporting Documentation

Where special documents are required for the performance of the transport service, the Sender shall provide such documents to the Carrier no later than the time the shipment is handed over for transport. The Sender shall be liable for any damage, loss, delay, or additional costs incurred by the Carrier as a result of failure to provide such documents or as a result of inaccuracies contained therein.

6. Termination of the Contract

Unless otherwise agreed in the Contract of Carriage, the contract shall terminate if the Sender fails to request collection of the shipment within the period specified in the contract.

Where no such period has been specified, the contract shall terminate automatically six (6) months after its conclusion.

7. Performance of Transport

The Carrier shall transport the shipment to its destination with due professional care within the agreed delivery period or, where no delivery period has been agreed, without undue delay.

In the event of uncertainty regarding the commencement of the delivery period, the period shall begin on the day following receipt of the shipment by the Carrier.

8. Delivery to the Consignee

Where the Consignee is known to the Carrier, the Carrier shall deliver the shipment to the Consignee.

Where the Contract of Carriage provides that the Consignee shall collect the shipment at the place of destination, the Carrier shall notify the Consignee upon completion of the transport.

9. Sender's Right to Dispose of the Shipment

Until the shipment has been delivered to the Consignee, the Sender may instruct the Carrier to:

- suspend the transport,
- return the shipment to the Sender,
- or otherwise dispose of the shipment in accordance with the Sender's instructions.

The Sender shall reimburse the Carrier for all reasonable costs incurred as a result of such instructions.

10. Cash-on-Delivery Shipments

Where the Contract of Carriage provides that the Carrier shall collect a specified sum of money from the Consignee before releasing the shipment (cash-on-delivery shipment) or perform another collection service, the relevant provisions governing documentary collection under applicable commercial legislation shall apply accordingly.

11. Contracts with Private Individuals

Where transport services are ordered by a natural person acting outside the scope of business activities, the Contract of Carriage shall be governed by the applicable provisions of the Civil Code of the Slovak Republic relating to the carriage of goods.

12. Applicable Legal Framework

The essential terms and conditions of Contracts of Carriage shall be governed by the relevant provisions of:

- the Commercial Code of the Slovak Republic,
- the Civil Code of the Slovak Republic,
- and other applicable transport legislation.

3.1 Contract of Carriage

Under a Contract of Carriage, the Carrier undertakes to transport a shipment from a specified place of dispatch to a specified destination and to deliver it to the designated Consignee, while the Sender undertakes to pay the agreed freight charge.

3.2 Confirmation of Transport

The Carrier may require the Sender to confirm the requested transport in a transport document. The Sender may request written confirmation that the shipment has been accepted for transport.

3.3 Consignment Note

Where agreed by the parties, the Carrier may be required to issue a Consignment Note upon acceptance of the shipment for transport.

3.4 Legal Nature of the Consignment Note

The Consignment Note constitutes a document entitling its lawful holder to demand delivery of the shipment in accordance with its contents.

The Carrier shall release the shipment to the person entitled under the Consignment Note upon presentation of the original document and confirmation of receipt of the shipment.

3.5 Types of Consignment Notes

A Consignment Note may be issued:

- to bearer,
- in the name of a specified person,
- or to order.

3.6 Transfer of Rights under the Consignment Note

Rights attached to a bearer Consignment Note shall be transferred by delivery of the document to the person acquiring such rights.

Rights arising from a Consignment Note issued in the name of a specified person may be transferred in accordance with the rules governing assignment of claims.

Rights arising from a Consignment Note issued to order may be transferred by endorsement, whether completed or blank.

Where the Consignment Note does not specify to whose order it is issued, it shall be deemed to have been issued to the order of the Sender.

3.7 Mandatory Contents of the Consignment Note

The Carrier shall include in the Consignment Note at least the following information:

a) the business name and registered office of the Carrier, or the name and place of business (or residence) of an individual Carrier;

b) a description of the goods being transported;

c) an indication of whether the Consignment Note is issued:

- to bearer,
- in the name of a specified Consignee,
- or to order;

d) the place of destination;

e) the quantity or weight of the goods transported;

f) the place and date of issue of the Consignment Note;

g) the Carrier's signature.

3.8 Performance of Transport

The Carrier shall perform the transport with due professional care and deliver the shipment to the place of destination within the agreed delivery period or, where no delivery period has been agreed, without undue delay.

In the event of uncertainty regarding the commencement of the delivery period, the period shall begin on the day following the Carrier's receipt of the shipment.

3.9 Delivery to the Consignee

Where the Consignee is known to the Carrier, the Carrier shall deliver the shipment to the Consignee.

Where the Contract of Carriage provides that the Consignee shall collect the shipment at the place of destination, the Carrier shall notify the Consignee upon completion of the transport operation.

3.10 Rights of the Consignee

Where a Consignee is designated in the Contract of Carriage, the Consignee shall acquire rights arising from the contract upon requesting delivery of the shipment after its arrival at the place of destination or after the expiry of the period within which delivery should have occurred.

From that moment, any claims relating to loss of or damage to the shipment shall also pass to the Consignee.

The Carrier shall not release the shipment to the Consignee if doing so would conflict with instructions received from the Sender.

Where the Sender designates another person as the Consignee, such person shall acquire rights under the Contract of Carriage in the same manner as the originally designated Consignee.

3.11 Subcontracting of Transport

The Carrier may entrust the performance of the transport operation, in whole or in part, to another carrier.

In such cases, the Carrier shall remain fully responsible for the performance of the transport service and shall be liable as if the transport had been carried out by the Carrier itself.

ARTICLE 4

Conditions for Vehicle Positioning for Loading and Unloading and the Scope of Cooperation Between the Sender, Consignee and the Carrier

The Customer ordering the transport service, most commonly the Sender, shall provide the Carrier with accurate information regarding the contents and nature of the shipment and shall be liable for any damage or costs incurred by the Carrier as a result of a breach of this obligation.

The Sender shall place an order for transport services with the Carrier. Orders may be submitted by:

- fax,
- email with a qualified electronic signature,
- a scanned and signed order attached to an email,
- telephone, provided that a written order is subsequently issued,

unless otherwise agreed between the Carrier and the Sender.

A transport order may be issued for a single transport operation or for multiple transport operations.

Where transport services are to be repeated over a longer period, it is recommended that the Carrier and the Customer enter into a framework transport agreement governing the ongoing cooperation.

The transport order must contain all information necessary for the performance of the transport service and for invoicing in accordance with applicable legislation.

For the proper conclusion of a Contract of Carriage, the transport order or proposed transport agreement shall contain at least the following information:

a) Customer Identification Details

- company name,
- registered office address,
- Company Registration Number (IČO),
- VAT Identification Number (IČ DPH),
- email address,
- telephone number,
- and any other relevant contact details where necessary.

b) Shipment Information

- type of goods,
- gross weight,
- weight including packaging and pallets,

- number of packages or units,
- dimensions,
- securing requirements,
- and any other relevant shipment characteristics.

c) Description of Required Services

A detailed description of the requested activities, including whether the service involves:

- transport,
- loading,
- unloading,
- transshipment,
- or other related operations.

d) Required Vehicle or Equipment

Specification of any required vehicle type, lifting equipment, or handling machinery.

e) Collection and Delivery Locations

- location where the vehicle or equipment is to be positioned,
- destination address of the shipment.

f) Loading and Unloading Times

Where applicable:

- required loading date and time,
- required unloading date and time.

g) Agreed Remuneration and Payment Conditions

- agreed transport charges,
- pricing method,
- payment method,
- invoice due date and payment terms.

h) Shipments Sent for Repair

Where goods are transported for repair purposes, information regarding the nature and extent of any existing damage shall be provided.

i) Special Transport Requirements

Any special requirements, instructions, or conditions specified by the Sender relating to the transport operation.

Mandatory Wording of the Order

The transport order shall contain wording substantially equivalent to:

"We hereby order from you the following transport services: ..."

or

"We hereby place an order for the following transport operation: ..."

5. Transport Services Not Requiring Individual Orders

Individual transport orders are not required for:

- a) transport services performed regularly under a separate agreement, such as

distribution or collection routes operated according to an established schedule containing all necessary operational details. The fact that such transport services do not require individual orders must be expressly stated in the framework agreement;

b) transport services originating from designated sources or facilities, where transport for a specified period is ordered by the operator of the source facility, unless otherwise stipulated in the conditions governing such transport operations.

6. Submission of Transport Orders

Unless otherwise agreed, transport orders shall be submitted sufficiently in advance to ensure that at least two business days elapse between the Carrier's receipt of the order and the requested transport date.

7. Supporting Documentation

Where special documents are required for the performance of transport services, the Sender shall provide such documents to the Carrier no later than the time the shipment is handed over for transport.

The Sender shall be liable for any damage, delay, expense, or loss incurred by the Carrier due to the failure to provide such documents or due to inaccuracies contained therein.

8. Declaration of High-Value Shipments

When placing a transport order, the Customer shall inform the Carrier if the shipment has a value significantly exceeding its ordinary market value.

9. Shipments Exceeding EUR 100,000 in Value

For shipments with a value exceeding **EUR 100,000**, the Customer shall notify the Carrier of such value and provide appropriate supporting documentation.

This information is required for the purposes of assessing the Carrier's liability insurance coverage and any additional insurance arrangements that may be necessary.

10. Confirmation of Transport Orders

Upon request of the Carrier, the Customer shall provide written confirmation of the transport order.

11. Confirmation of Receipt of Shipment

Upon request of the Sender, the Carrier shall provide written confirmation that the shipment has been accepted for transport.

12. Formation of the Contract of Carriage

A Contract of Carriage shall be formed between the Customer (Sender or Consignee) and the Carrier:

- a) upon acceptance of the transport order;
- b) in the case of transport services not requiring an individual order, upon commencement of the transport operation;
- c) upon acceptance of the shipment for transport.

13. Acceptance of a Transport Order

A transport order shall be deemed accepted:

- a) when the Carrier and the Sender reach an oral, telephone, electronic, or other agreement regarding the scope, timing, price, and method of performance of the requested transport service;
- b) when the Carrier confirms acceptance of the order to the Customer in writing, by fax, email, or another verifiable method. Where such confirmation is requested by the Customer, the Carrier shall provide it;
- c) upon commencement of the ordered transport operation by the Carrier where the order has not previously been accepted under paragraphs (a) or (b).

14. Advance Payments

Upon acceptance of a transport order or conclusion of a Contract of Carriage, the Carrier may require the Customer to pay an advance payment of up to **100% of the agreed price** or, where applicable, the estimated transport price.

The Carrier shall provide appropriate confirmation of receipt of the advance payment and issue any required tax documentation, including advance payment invoices where applicable.

15. New Contract of Carriage

Where the Carrier accepts a request from the Consignee for onward transport of the shipment to another Consignee, a new Contract of Carriage shall be deemed concluded in respect of such onward transport.

16. Sender's Right to Issue Instructions

Until the shipment has been delivered to the Consignee, the Sender shall have the right, subject to the provisions of these Transport Regulations, to issue new instructions concerning the handling, routing, or disposition of the shipment.

17. Freight Charges

The Carrier shall be entitled to the agreed freight charge or, where no freight charge has been agreed, to reasonable remuneration customary at the time the Contract of Carriage was concluded, taking into account the scope and nature of the Carrier's obligations.

18. Entitlement to Freight Charges

Unless otherwise agreed, the Carrier's entitlement to freight charges shall arise upon completion of the transport and delivery of the shipment to the agreed destination.

19. Partial Freight Charges

Where the Carrier is unable to complete the transport due to circumstances beyond its control and for which it is not responsible, the Carrier shall be entitled to a proportionate part of the freight charge corresponding to the transport services already performed.

20. Rights of the Consignee

Where a Consignee is designated in the Contract of Carriage, the Consignee shall acquire rights arising from the contract upon requesting delivery of the shipment after its arrival at the place of destination or after the expiry of the period within which delivery should have occurred.

From that moment, claims relating to loss of or damage to the shipment shall also pass to the Consignee.

The Carrier shall not release the shipment where doing so would conflict with instructions received from the Sender. In such circumstances, the Sender shall retain the right to dispose of the shipment.

Where the Sender designates another person as Consignee, that person shall acquire rights under the contract in the same manner as the originally designated Consignee.

21. Liability of the Consignee for Freight Charges

Upon acceptance of the shipment, the Consignee assumes liability for payment of the Carrier's claims against the Sender arising from the transport contract relating to the delivered shipment, provided that the Consignee knew or should reasonably have known of such claims.

22. Carrier's Lien

To secure its claims arising from the Contract of Carriage, the Carrier shall have a lien over the shipment for as long as the Carrier is legally entitled to control or possess the shipment.

23. Priority of the Carrier's Lien

Where several liens exist over the shipment, the Carrier's lien shall take priority over previously established liens and shall also take priority over any lien held by a freight forwarder or intermediary.

ARTICLE 5

Liability for Damage and Procedure for Claims Arising from Breaches of Transport Conditions

1. Liability for Damage to the Shipment

The Carrier shall be liable for loss of or damage to the shipment occurring between the time of acceptance of the shipment for transport and delivery to the Consignee, unless the Carrier proves that such loss or damage could not have been prevented despite exercising due professional care.

2. Exclusions of Liability

The Carrier shall not be liable for loss of or damage to the shipment where such loss or damage was caused by:

- a) the Sender, the Consignee, or the owner of the shipment;
- b) a defect or inherent nature of the goods, including normal wastage, shrinkage, evaporation, or deterioration;
- c) defective or inadequate packaging, provided that the Carrier notified the Sender of the defect upon acceptance of the shipment and recorded such defect in the Consignment Note. Where the Carrier failed to record the defect, the Carrier shall nevertheless not be liable if the defect could not reasonably have been detected at the time of acceptance;
- d) the special nature of the shipment or circumstances that the Carrier could not prevent despite exercising due professional care.

3. Duty to Mitigate Damage

Where circumstances described in Section 2 arise, the Carrier shall exercise due professional care to minimise the extent of any loss or damage.

4. Notification of Damage

The Carrier shall promptly notify the Sender of any damage to the shipment occurring during transport.

Where the Consignee has acquired the right to delivery of the shipment, such notification shall be provided to the Consignee instead.

The Carrier shall be liable for damage caused to the Sender or Consignee by failure to comply with this notification obligation.

5. Emergency Sale of the Shipment

Where substantial damage to the shipment is imminent and there is insufficient time to obtain instructions from the Sender, or where the Sender unreasonably delays providing instructions, the Carrier may sell the shipment in an appropriate manner on behalf of and at the account of the Sender.

6. Loss or Destruction of the Shipment

In the event of loss or total destruction of the shipment, the Carrier shall compensate the value that the shipment had at the time it was accepted for transport.

7. Damage to the Shipment

In the event of damage to or deterioration of the shipment, the Carrier shall compensate the difference between:

- the value of the shipment at the time it was accepted for transport, and
- the value the damaged or deteriorated shipment would have had at that same time.

Where repair is economically justified, the Carrier shall bear the reasonable costs of repair.

The Carrier's liability under Sections 6 and 7 of this Article shall be limited to a maximum amount of **EUR 10,000**.

8. Other Types of Damage

The Carrier shall be liable for damages other than damage to the transported shipment only where such damages result from exceeding the agreed delivery period.

9. Liability for Delay

The Carrier's liability for damage caused by delay in delivery shall be limited to the amount of the freight charge.

10. Failure to Perform Transport

Where the Carrier fails to perform transport services that were already agreed under a valid Contract of Carriage, the Carrier shall be liable only for documented expenses reasonably incurred in preparing the shipment for transport.

11. Time Limit for Claims

Claims for compensation must be submitted to the Carrier within six (6) months:

- from the date of delivery of the shipment to the Consignee; or
- where delivery did not occur, from the date the shipment was accepted for transport.

Failure to submit a claim within this period shall result in the claim becoming time-barred.

12. Form of Claims

Claims for compensation must be submitted to the Carrier in writing.

The claimant shall:

- provide a detailed justification of the claim,

- attach documents supporting the validity of the claim,
- provide evidence supporting the amount claimed,
- and attach the relevant transport documentation.

13. Invalidity of Liability-Limiting Agreements

Any contractual provision purporting to limit the Carrier's liability below the level established by these Transport Regulations shall be null and void.