General Terms and Conditions - Gebrüder Weiss s.r.o.

The current version of the “General Freight Forwarder's conditions of Association of Logistics and Freight Forwarding of the Slovak Republic “ (GFFC ALFF SR) as is available at http://www.zlz.sk/en/information-about-the-association/general-conditions-of-consignment/48-zasielateske-podmienky.html shall apply unless there is a per se conflict with any statutory provisions or international conventions (e.g. CMR, Montreal Convention, Warsaw Convention, CIM, Hamburg Rules, etc.). Even in cases of gross negligence or willful intent, Section 7.5) of the GFFC ALFF SR may not be construed as an agreement to a higher aggregate limit of liability pursuant to article 25 of the Montreal Convention.

We are entitled to have a domestic or foreign partner company execute any of the orders placed with us.

Any general terms and conditions used by the customer will not be accepted and shall therefore not be deemed to have been agreed upon, even to the extent such do not contradict our general terms and conditions. Verbal collateral agreements are ineffective.

Our duties resulting from this contractual relationship shall at any time be subject to the adherence to and compliance with national and international statutory provisions and/or mandatory requirements (in particular compliance with European and U.S. embargo measures). In case of a conflict between the contractual provisions and the statutory provisions and/or mandatory requirements, the statutory provisions and/or mandatory requirements shall prevail, even in cases of doubt. Without prejudice to our rights under these terms and conditions, responsibility for compliance with foreign trade legislations (prohibitions and limitations) lies with the customer. We shall not be under an obligation to check that such legislations are complied with and responsibility to make us aware of any limitation or prohibition with respect to the goods to be shipped lies with the customer, who will inform us timely and in writing. The customer shall also be obliged to guarantee the safety of the supply chain to us.

A separate order is required for the transfer of dangerous goods pursuant to ADR/IMO/IATA/DGR and so on, which must be accepted by us. Dangerous goods must be packed and marked in such way that they comply with the statutory provisions and international conventions with respect to carriage, handling and storage and be accompanied by the required set of papers. Hazardous goods, in particular goods of ADR classes 1 and 7, may not be handed to us.

The following goods shall in particular be excluded from acceptance for transport and/or for storage: precious metals (uncoined, coined or processed in any other way), jewelry, gemstones, banknotes, securities of any type, documents or deeds, temperature-controlled pharmaceuticals, arms and munition, livestock as well as substances the storage of which is subject to special legal provisions (e.g. substances hazardous to water).

Returns of packaging as well as recovery and/or exchange of pallets, pallet cages, etc. will only be accepted if such have been specifically agreed upon in writing.

In case of the provision of a truck or a container transport, demurrage shall be invoiced per hour or part thereof in excess of the two hours granted for both loading and unloading.

Invoices shall be payable immediately without any deduction, unless otherwise agreed upon in writing. Cash on delivery is limited to a maximum amount of EUR 3.000.— and is subject to national and international restrictions. All of our offers shall be non-binding and subject to confirmation. Moreover, we reserve the right to change air and sea freight rates at any time without prior notice.

Upon your express written request, we will take out transport insurances and insurances for goods in stock against risks such as fire and damages from burglary and storm. We recommend you to take out a transport insurance for goods worth more than EUR 10.— per kg, for sensitive goods (i.e. fragile or theft-prone goods) as well as for cross-border transports. Possible insurance coverage must not be provided for if sanctions of the United Nations and/or the European Union and/or other relevant national economic or legal provisions are an obstacle to shipment.

Offers must be kept confidential and may not be disclosed to a third party.

The laws of Slovakia, excluding international private law principles, shall apply. All disputes arising out of the contract of freight forwarding or in connection with it, shall be settled, in the first place, by negotiation and agreement of the parties. If no agreement is reached, the disputes, including disagreements regarding the contract's validity, interpretation and termination, shall be settled by arbitration in accordance with the Rules of the Arbitration Court of the Slovak Chamber of Commerce and Industry in Bratislava. If the customer is consumer according to § 2 literary a) law no. 250/2007 Slg. his right to address his claim to the responsible court remains unchanged in case of an arbitration agreement.