ENSECO, a. s.

Hollého 10/1499

949 01 Nitra

Company Identification Number: 36 220 370

TERMS AND CONDITIONS OF ROAD FREIGHT CARRIAGE

June 2025

ENSECO, a. s.
Hollého 10/1499
949 01 Nitra
ID No.: 36 220 370

Issues following the Act of the National Council of the Slovak Republic No. 56/2012 Coll. on Road Transport, as amended

TERMS AND CONDITIONS OF ROAD FREIGHT CARRIAGE

Art. 1
General Provisions

(1) These Terms and Conditions of Carriage govern rights and obligations, as well as responsibilities arising in case of transport of goods by road freight vehicle between the Carrier and the physical and legal entities taking part in carriage; conditions for concluding a Contract for carriage of goods following Sec 610 and seq. of the Commercial Code and its contents. It does not govern the price list and pricing conditions.

(2) The Carrier, following these Terms and Conditions of Carriage, is a legal entity:

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The Carrier is a legal entity registered with the Commercial Register of the District Court Nitra, Section Sa, Insert No. 10494/N authorized to conduct business in road freight transport based on permits for road freight transport issued and recorded in the Unified Information System for Road Transport (www.jiscd.sk).

(3) According to these Terms and Conditions of Carriage, the Carrier conducts domestic and international road freight transport performed as combined carriage, if there were separate transport conditions issued for this type of carriage.

(4) Road freight carriage may be conducted only with vehicles dedicated, manufactured, and approved for the carriage of goods, following the specialized regulations, according to the Act No. 106/2018 Coll. on Road Vehicle Operation amending previous laws.

(5) The Road Carrier complies with general obligations of the Carrier following the Sec 7 of the Act No. 56/2012 on Road Transport, as amended. The Carrier guarantees the liability for damage by insurance in case of responsibility for damage caused when conducting

road transport and by activities of the vehicle crews to the Consignor and Consignee and third parties.

(6) The Carrier, together with the Shipper (Consignor or Consignee) makes sure that the carriage is conducted as efficiently in terms of vehicle usage as possible. The Consignor and the Consignee are cooperating in creating conditions for streamlining the loading and unloading activities. When transporting cargo, the general terms and conditions indicated below are applicable, and the Carrier complies with them.

General Terms and Conditions of Carriage

Art. 2
Types of Consignments

The Carrier

a) Transports bulk materials, general cargo, palletized Consignments, and containers using tarpaulin-covered and uncovered vehicles;
b) A vehicle consignment is considered a shipment transported for a single Consignor in a single vehicle trip, whether the payload or the total weight of the vehicle has been utilized, or regardless of the weight of the Consignment, if
    1. They utilize the loading area of the vehicle;
    2. The carriage is carried out by a separate vehicle trip, either by agreement with the Shipper or because it is required by the character of the cargo, or by the need to perform the carriage within the required time limit;
    3. It is loaded or unloaded at two or more locations; a single vehicle trip shall also be deemed to have taken place if, for operational reasons, the Consignment is transshipped to another vehicle.
c) A "part load" shall be deemed to be a Consignment transported together with other Consignments or separately on a vehicle trip that would otherwise have had to be performed without any load.
d) Consignments to which provisions of points 2 and 3 do not apply shall be considered general cargo consignments.

Art. 3
Ordering of Carriage

(1) The Consignor shall arrange their business relations with the Carrier by means of separate contracts of carriage, by post, e-mail, oral or telephone order, or otherwise. If the order was not placed in writing, or it had not been subsequently confirmed in writing, the records of the Carrier should prevail, unless the Shipper proves the contrary.

(2) The order of transport must contain all necessary data to perform and invoice the transport, so it can be deemed a Contract of carriage upon its receipt, mainly:

a. Definition of the Parties (Consignor and Carrier), accurate addresses, telephone numbers, email addresses, or fax numbers;
b. Description of the Consignment (quantity, weight, dimensions, position, stowage, type, contents, and packaging), loading and unloading method, and manipulation with the Consignment (e.g., in case of high cultural and artistic value);
c. Determination of time (loading time, delivery time, unloading time), place of dispatch and destination, or, if needed, a requested shipping route,
d. Type and extent of damage to the Consignment, if it is submitted for carriage already damaged (e. g., transport for repair);
e. Renumeration for carriage (freight charges), the amount of which does not need to be defined, the bank account number, name, and address of the financial institution, ID No. and Tax ID No.

(3) If the Carrier cannot receive the order, they are obliged to notify the ordering party without undue delay.

(4) If the order was received, the Carrier must prepare a suitable vehicle within the deadline defined in the order. In the event of any obstacle preventing the Carrier from preparing the vehicle on the specified date, they are obliged to notify the Consignor without undue delay and to negotiate an alternative date. In such a case, the Consignor may withdraw from the Contract.

(5) If the Carrier fails to provide the ordered vehicle even by the subsequently agreed date, they are obliged to reimburse the Consignor for the proven costs incurred as a result of unsuccessful attempts to deliver the Consignment.

(6) If, after the Consignor has been requested to load the vehicle, the vehicle returns unloaded due to the fault of the Consignor, the Consignor shall be obliged to reimburse the Carrier for the costs of a futile trip and, where applicable, a vehicle detention charge.

(7) After receipt of the order, the Carrier may request from the Consignor an advance payment up to 75% of the expected freight charges. The Carrier must confirm the receipt of the advance payment.

(8) The order may be placed for a single transport, a certain number of transport trips, or for a certain time period.

Art. 4

Contract of Carriage

(1) A Contract of carriage is concluded between the Consignor and the Carrier by:
a. Acceptance of the order;
b. In case of transport that does not require an order, by commencement of the carriage;
c. Acceptance of the Consignment for carriage.

(2) The order is accepted:

a. If there is a verbal or telephone agreement between the Carrier and the Consignor on the extent, time, or method of requested carriage, or
b. At the moment of the Client's receipt of written, telegraphic, or fax confirmation by the Carrier on acceptance, if the Consignor requests confirmation, they are obliged to comply;
c. By commencing the ordered carriage, if the order had not been accepted following the provisions above.

(3) If the Carrier complies with the proposal of the Consignee to forward the carriage to a different Consignee, a new Contract of carriage enters into force.

(4) By means of the Contract of carriage, the Carrier undertakes to perform carriage under agreed conditions and under conditions set out by these Terms and Conditions. The Consignor undertakes to meet the agreed conditions set out by these Terms and Conditions and pay the Freight charges.

(5) The Consignor and the Carrier may agree whether the freight charges shall be paid by the Consignor in total or in instalments, or if the freight charges shall be paid by the Consignee.

(6) If the freight charges are to be paid by the Consignee, but they refuse to pay, the Consignor is obliged to pay the freight charges. In such a case, the Carrier may hand over the Consignment to the Consignee only based on the consent of the Consignor.

(7) The payment of freight charges shall be due upon delivery of the Consignment to the Consignee, unless agreed otherwise. From the due date, the Carrier is entitled to claim the agreed penalties.

(8) Under the Contract of carriage of goods, the Carrier may be obliged to accompany the Consignment during transport with a Consignment note (freight document).

(9) The Consignor bears the consequences of an untruthful description of the physical characteristics of the consignment or lack thereof, that would, inter alia, result in concealing a dangerous or unlawful nature of the Consignment.

(10) The contents and provisions of the Contract of carriage are based on the relevant provisions of Sec. 760 to 773 of the Civil Code and Sec. 261, et seq., and Sec. 610, et seq. of the Commercial Code.

Art. 5

Changes to Contract of Carriage

(1) The Consignor may, until the time of handover of the Consignment to the Consignee, additionally request the Carrier to
a. Return the Consignment to the place of dispatch;
b. Withhold the Consignment during the Carriage;
c. Defer the delivery of the Consignment to the Consignee;
d. Deliver the Consignment to a different Consignee;

e. Increase, decrease, or cancel the Consignment;
f. Ship the Consignment to a different place of destination;
g. Deliver the parts of the Consignment to a different unloading location, as was defined in the Contract of carriage or in the Consignment note.

In cases described under d., f., g., the Consignor may order a different type of carriage or utilize a different vehicle for further transport or return transport. Other types of instructions are not permitted. The same applies to instructions concerning individual parts of the Consignment, except in cases listed under subsection g.

(2) The Carrier may refuse, defer, or perform otherwise any additional instruction under section (1), if
a. The instruction cannot be performed at the time of its issuance;
b. Performance of the instruction contradicts legal provisions or other regulations;
c. The value of the Consignment would not cover any incurred expenditure that is not paid or the payment of which is not secured.

(3) If the Consignor orders that the Consignment shall be withheld in the place of destination, the Carrier is entitled to claim agreed charges for each case of holding or storing. If the Consignment is withheld for more than 12 hours, the Carrier may unload and store the Consignment at the risk and expense of the Consignor, and must notify the Consignor thereof.

(4) Upon the arrival of the Consignment at the place of destination and meeting all obligations resulting from the Consignment note, the Consignee may give an order to
a. Transport the Consignment at the place of destination to the different place of destination as is defined in the Consignment note;
b. Release the Consignment against the Consignment note upon payment of freight and other necessary charges resting on the Consignment to a third party;
c. To be provided with the Consignment note against payment of freight and other charges resting on the Consignment and for the Consignment to be released to the third party at the place of destination;
d. To be provided with the Consignment note, but the Consignment to be released to the third party at the place of destination against payment of freight and other charges resting on the Consignment;
e. Deliver parts of the Consignment to different places of unloading as indicated in the Consignment note.

(5) If the Consignment is withheld during the transport upon additional instruction, the Carrier will claim the freight charges, except any potential costs incurred during the trip up to the place where it was withheld.

(6) There is an agreed charge for receiving an additional instruction from the Consignor or the Consignee, if such instruction results in change of the freight charge.

Art. 6
Consignment Note

(1) The Consignment note, as a freight document, accompanies the Consignment up until its release or liquidation. The Consignor shall prepare the Consignment note in at least three copies, one of which shall stay with the Consignor upon submitting the Consignment for carriage.

(2) If the Consignment is loaded or unloaded in several locations, it is necessary to issue a separate Consignment note for each part of the Consignment. For repeated transport from the same place of loading to the same place of unloading and for other transports for the same Consignor under the same conditions, as well as for transports inside the premises and construction site sections, the Consignor may agree with the Carrier to use only one Consignment note for the entire work shift of the vehicle.

(3) All changes to the Contract on Carriage as per Art. 5 must be recorded, and in cases when possible, confirmed by an authorised person for all copies available at the time of recording.

(4) The Consignment note must include any other information important in terms of potential claims by the Consignor, the Carrier, or the Consignee following the Terms and Conditions of Carriage.

(5) If the form of the Consignment note does not provide sufficient space for entries by persons entitled to exercise the right of disposal, a record shall be drawn up in as many counterparts as there are counterparts of the Consignment note available at the time the entry is made, and such record shall be attached to each of them.

Art. 7
Consignment Note Contents

(1) The Consignment note contains mainly this information:

a. Name and address of the Carrier, signature, or imprint of the stamp;
b. Name and address of the Consignor and Consignee, phone number, fax number, signature, or imprint of the stamp;
c. Usual name of the contents of the Consignment and its packaging;
d. Number of units;
e. Total weight of the Consignment or otherwise expressed quantity of goods,
f. Place of loading and unloading;
g. Place and date of takeover of the Consignment;
h. Place of destination, phone number, fax number;

i. Agreed delivery date of the Consignment;
j. Carriage costs (carriage, additional charges, and other expenses incurred since the conclusion of the contract up to the release of the Consignment);
k. Instructions required for customs and other official procedures;
l. Number of Consignment note counterparts indicated on each counterpart.

(2) The Consignment note may contain other information, such as:
a. prohibition of transshipment;
b. expenses taken over by the Consignor;
c. the amount of cash on delivery to be collected upon delivery of the Consignment;
d. Consignment price and the amount expressing a special interest in delivery;
e. instructions of the Consignor to the Carrier concerning the insurance of the Consignment;
f. list of enclosed accompanying letters.

(3) The Parties may also include other information they deem necessary in the Consignment note.

(4) The entries in the Consignment note must be transcribed in all counterparts available at the time of an entry. The entries cannot be removed or changed. The corrections may be carried out by crossing out and confirmation by the authorized person. All numerical data must be repeated in wording.

(5) The record is made if the Consignment note form does not provide sufficient space for entries by authorized persons in as many counterparts as there are counterparts of the Consignment note available at the time the entry is made, and such record shall be attached to each of them.

Art. 8

Responsibility for Consignment Note Entries

(1) The Consignor, the Carrier, and the Consignee are responsible for the correctness and completeness of records entered in the Consignment note.

(2) The Consignor is responsible for all damages and expenses incurred by the Carrier due to inaccurate or incomplete information entered in the Consignment note.

(3) If the Carrier enters a record in the Consignment note based on the request from the Consignor, it is expected that they were acting on behalf of the Consignor, if not proven otherwise. At the same time, they are liable for damages inflicted due to their failure to have the freight and accompanying documents provided by the Consignor at the handover of the Consignment available.

(4) At the time of takeover of the Consignment for carriage, the Carrier shall examine:

a. The correctness of the information in the Consignment note concerning the number of pieces, marks, and numbers;
b. The apparent state of the Consignment and the packaging.

(5) If the Carrier does not have appropriate means to examine the correctness of the information, as indicated in the paragraph. 4) a. and b., they shall record in the Consignment note their reservations with justification. The Carrier must also justify all their reservations observed against the apparent state of the Consignment and the packaging. These reservations are binding for the Consignor only if they are expressly acknowledged in the Consignment note.

(6) If the Consignment note does not contain any reservations of the Carrier with justification, a legal presumption applies that the Consignment and the packaging were, at the moment of taking over, apparently in good condition and that the number of pieces, their marks, brands, and numbers comply with the particulars in the Consignment note.

(7) The Consignment note, if not proven otherwise, is a reliable document on the conclusion and contents of the Contract of Carriage, as well as taking over the Consignment for carriage.

(8) The Consignor has a right to ask from the Carrier the examination of the entire weight of the Consignment, or its quantity expressed otherwise. They can also request examination of the contents of individual Consignment parts, and the Carrier is then entitled to reimbursement of expenses related to such examination. The result of this act is recorded in the Consignment note.

(9) The Consignor is liable for damages inflicted on persons on operational means or on other Consignments by defects of the Consignment packaging, as well as for all expenses incurred for such reason, only unless the defect was apparent or known to the Carrier at the time of takeover of the Consignment and they had no reservations about it.

(10) The Consignor is obliged to attach to the Consignment note or provide the Carrier with all documents necessary for customs or other legal proceedings carried out before releasing the Consignment, if the Consignment is under customs surveillance. At the same time, the Carrier is liable for the consequences of a loss or incorrect use of documents indicated in or attached to the Consignment note or submitted to them.

(11) During the transport, the Carrier is not obliged to examine whether the documents and information are correct and sufficient. The Consignor is liable for all damages inflicted due to lacking documents or necessary information, or because the documents and information are incomplete or incorrect, unless the deficiencies are caused by the Carrier.

Art. 9

Handing Over the Consignment for Carriage

(1) The Consignor is obliged to provide the Consignment to the Carrier in a condition suitable for carriage. The Consignment must be prepared so that it does not cause any damage when loading onto other cargo transported together with it. The package consignment must be clearly and indelibly marked, so that the Consignor and the Consignee are identifiable. The Carrier is obligated to confirm taking over the Consignment in the Consignment note.

(2) The Carrier must place the Consignment in such a manner as to protect it against damage.

(3) If the Consignment does not comply with the provisions of section 1, the Carrier may refuse to accept it for carriage, in which case the Consignor shall be obliged to reimburse the costs of a futile arrival and departure and the associated loss of time. If it is possible to rectify the defects of packaging without significant expense, the Carrier may, but is not obligated to, rectify such defects at the expense of the Consignor.

(4) The Carrier shall take over the Consignment with apparent signs of damage only in case the Consignor had confirmed such condition in writing in the Consignment note.

(5) By accepting the Consignment, the Consignee assumes the liability to pay the Carrier's claims against the Consignor under the Contract of carriage for the Consignment taken over, if the Consignee knew or ought to have known of such claims.

(6) The Carrier has the lien on the Consignment to secure their claims arising out of the Contract, until they can manipulate the Consignment.

(7) Should several liens burden the Consignment, the lien of the Carrier supersedes the liens pledged before and the lien of the Consignor.

Art. 10

Consignment Packaging and Labelling

(1) The Consignor is obligated to submit the Consignment (its part) that would, by its nature, require protection against damage or loss during transport by packaging to carriage in a proper packaging corresponding with the conditions in road freight.

(2) The Consignor is obligated to properly package the Consignment even where there is a risk that, without packaging, the Consignment could, by its nature, cause damage during carriage to persons or other Consignments, to the means of transport, or other equipment of the vehicle. The Carrier shall not examine whether the nature of the Consignment requires any packaging or whether the packaging used is suitable in terms of the Consignment's size and weight.

(3) The Consignor is obliged to ensure that the packaging of individual items of the Consignment, by its dimensions, construction, and strength, allows the use of advanced handling technology during transport.

(4) The Consignor is obliged to label the Consignment or its individual items, if it is not prescribed by the Terms and Conditions of Carriage, or it is desirable for enabling easier manipulation with the Consignment or for limiting the risk of interchange.

(5) If the nature of the Consignment requires a certain method of manipulation when loading, carrying, and unloading, or certain positions of stowing, the Consignor is obliged to label each item with a manipulation label for the designation of transport packaging.

(6) The Consignor is obliged to mark the parcel (piece consignment) with the name and address of the Consignee.

(7) If the Carrier discovers during the acceptance of the Consignment that the Consignment does not comply with the previous conditions, they shall refuse the carriage. If the Consignor confirms the defect detected in the Consignment note, the Carrier may accept the Consignment for carriage.

Art. 11

Vehicles Used for Carriage

(1) The Carrier is obliged to provide, within the agreed time limit, a vehicle of the agreed type and equipped as agreed when arranging the transport. The vehicle must be in proper technical condition suitable for carriage and have a properly cleaned cargo space. Depending on the nature of the cargo, the vehicle must be a box-type or fitted with a tarpaulin, taking into account the requirements of the Client.

(2) If it is not arranged otherwise, all Consignments are being transported by a vehicle with one driver.

(3) Vehicles used for business activities have parking and garaging areas available at the address:

ENSECO, a. s. Mochovce, Ownership Certificate No. 1936, Plot No. 3042/37, 3042,41, 3042/42

(4) The parking areas are equipped with the necessary facilities for the maintenance of the technical base and vehicle crews and for ensuring daily vehicle maintenance; oil changes and the provision of major repairs of transport vehicles are carried out in authorized

service workshops.

Art. 12

Consignment Escort

(1) If required by the specific nature of the transport or of the Consignment being carried, the Consignor shall be obliged to assign an escort to accompany the Consignment. By agreement, the escort may also be provided by the Carrier for a fee; otherwise, the Carrier may refuse to perform the transport.

(2) If it has been agreed so, one escort may accompany several Consignments at the same time, even if they are being transported by several vehicles.

(3) The name of the escort shall be recorded in the Consignment note and, upon request, the escort must prove their identity by producing an identity card.

(4) The escort is obligated to take care of the Consignment being accompanied, also in terms of its comprehensiveness, and to adhere to the instructions of the Carrier or the Consignor.

(5) A person assigned by the Consignor to load and unload the Consignment is not deemed to be an escort.

(6) Remuneration for the transport of an escort, loader, unloader, or other persons shall be governed by the Contract.

(7) The driver shall be entitled to exclude from the transport any person transported under the preceding paragraph, if such person endangers their own safety, the safety of other transported persons, the Consignment, or the vehicle.

Art. 13

Consignment Contents Examination

(1) The Carrier is entitled at any time to examine whether the Consignment complies with the Consignor's information indicated in the Consignment note or communicated directly. The Consignment will be examined in the place of loading or unloading by persons handling or taking over the Consignment; during the transport, it is examined in the presence of at least one person not employed by the Carrier. If the Consignment does not comply with the information indicated in the Consignment note, and this could result in a reduction of the freight charges, the costs related to the Consignment examination will be included in the freight charges.

(2) In the case of Consignments loaded in bulk, the Carrier shall, at the request of the Consignor, determine the weight or, as applicable, the number of units, provided that the available weighing equipment, the characteristics of the Consignment, or operating conditions allow such determination. The Carrier shall also determine the weight of the Consignment without a request from the Consignor if the weight is not stated in the Consignment note. An agreed fee shall be charged to the Consignor for such determination of weight. If the weight cannot be determined at the place of dispatch, it shall be determined at another location.

(3) If the Consignment consists of a large number of small items, the Carrier is obligated to ascertain the number of items only if it was agreed with the Consignor. The Carrier shall be entitled to the agreed remuneration for such ascertaining.

(4) If, when reweighing a full vehicle consignment without a request from the entitled party, a deviation greater than 2% from the weight of the loaded Consignment

stated in the Consignment note is found, the weight stated in the Consignment note shall be deemed correct.

(5) The Carrier must confirm the determination of weight and number of units in the Consignment note. If the determination takes place in the place of dispatch, all counterparts must be confirmed.

(6) If the Carrier finds out before the vehicle leaves the place of loading that the Consignment excluded from the carriage was accepted for the transport, they are obligated to return it to the Consignor, and the Consignor is obligated to take the Consignment back. If the Carrier discovers this fact only during the transport, they shall interrupt the journey and arrange further transport at the expense of the Consignor. When interrupting the journey, the Carrier must proceed in the same manner as in the case of other obstacles to carriage.

(7) All results of the Consignment examination shall be recorded in the Consignment note.

Art. 14

Consignment Loading and Unloading

(1) If it was not agreed otherwise, the loading is performed by the Consignor and the unloading by the Consignee; and under loading, it is understood the movement of the Consignment onto the load area of the vehicle, and under the unloading, the reverse movement off the vehicle.

(2) If the Carrier performs the loading and unloading totally or partially, they may claim an agreed remuneration for this activity. In the event that loading or unloading is provided wholly or partially by the Carrier, the Consignment is deemed accepted upon commencement of loading and shall be deemed delivered only upon completion of unloading.

(3) The Carrier is responsible for safe stowing of the Consignment onto the vehicle and similarly for the loading works on the vehicle, unless it has been agreed otherwise.

(4) The Consignor or the Consignee shall provide suitable loading devices, if available.

Art. 15

Consignment Weight and Compliance with Permissible Weight

(1) The Carrier is responsible for the vehicle to be loaded only up to the total permissible weight of the vehicle.

(2) If the Carrier discovers an overload of the vehicle, caused by incorrect data on the weight of the Consignment or other reasons by the Consignor that could not have been detected, the Consignor bears responsibility for all damages and costs incurred by the overload of the vehicle. If the overload of the vehicle caused by the Consignor is discovered at the place of dispatch, the Consignor must

perform the unloading of the excess weight. If this fact becomes apparent only during the carriage, the unloading of the excess weight is to be performed at the expense and risk of the Consignor.

(3) The Consignor must be, in any case, informed about the unloading of the excess weight performed by the Carrier, and a record must be made in the Consignment note.

(4) If the excess weight is unloaded as per paragraph (2), the freight charges for the quantity remaining on the vehicle shall be calculated from the place of dispatch to the place of destination. The freight charges for the unloaded part shall be calculated proportionally to the distance travelled. If the excess-weight part is being transported further or returned to the place of loading based on the instruction of the Consignor, such carriage is deemed a separate transport for which freight charges shall also be payable.

Art. 16

Waiting Period

(1) An agreed remuneration shall be calculated for the waiting period. The waiting period is deemed to be the time from the provision of a vehicle for loading and unloading up to the commencement of loading or unloading work, and each interruption of these works not caused by the Carrier.

(2) Should the Consignor instruct the Carrier to start loading, and the Consignment takeover time is agreed, and, during the takeover, the waiting period is unreasonably long, the Consignor may withdraw from the Contract. The Carrier is entitled to the agreed compensation for a futile arrival and departure and for the associated loss of time.

Art. 17

Time Schedule of Carriage

(1) The Contract of carriage shall be performed within the agreed time limit; other operations shall be carried out without undue delay.

(2) Acceptance and delivery of the Consignment shall take place during normal working hours at the relevant location, unless otherwise agreed.

Art. 18

Cash on Delivery

(1) The Consignor may make delivery of the Consignment subject to cash on delivery up to the amount of its value, including the freight charges. In such case, the Carrier may release the Consignment only against payment of the cash on delivery amount. The Carrier is entitled to an agreed compensation for handling the Consignment on a cash-on-delivery basis.

Art. 19

Takeover of the Consignment by the Consignee

(1) The Carrier shall submit the Consignment note and the Consignment to the Consignee at the place of destination against the confirmation of the acceptance of the Consignment in the Consignment note.

(2) The Consignee is obliged to accept the Consignment immediately upon the transport to the place of destination. If there are any delays during the unloading of the Consignment caused by the Consignee, the Carrier is entitled to detention charges in an agreed amount.

(3) If the Consignee requests upon delivery an examination of partial loss or damage to the Consignment, the Carrier is obliged to, unless the examination can be performed immediately, release the Consignment to the Consignee, should they be willing to accept it or provide its storage.

(4) If the Consignor requested in the Consignment note the re-calculation or re-weighing of the Consignment at the place of destination, or if the Consignee asks upon delivery for the Consignment to be recalculated or re-weighted in their presence, the Carrier shall comply with such request if there are suitable weighing or calculation tools available.

Art. 20

Termination of Claims under the Carrier of Carriage

Upon acceptance of the Consignment by the Consignee, all rights and obligations arising from the Contract of carriage towards the Carrier shall lapse, except in the following cases:

a. Claims of the Consignor for damage incurred pursuant to Art. 27;
b. Claims for damage caused intentionally or by gross negligence of the transport operator;
c. Claims arising from loss of or damage to the Consignment, provided that the Consignee asserted such claims immediately and expressly upon acceptance;
d. Claims for damage to the Consignment which was not externally apparent upon acceptance, provided that the Consignee asserted the claim for damages immediately after discovery and no later than within 7 days after acceptance of the Consignment, by submitting the claim to the Consignor.

Art. 21

Delivery Periods

(1) If the delivery time had not been agreed in the Contract on carriage, the delivery period shall begin to run as follows: for Consignments accepted by the Carrier by 12:00 noon at 06:00 PM, and for Consignments accepted in the afternoon, at 12:00 AM. The delivery period corresponds to 3 hours for each commenced 100 km. If the day following the acceptance day is a Sunday or a public holiday, the delivery period starts on the next business day. The Consignor may agree with the Carrier

on a shortened or different delivery time, and this must be recorded in the Consignment note.

(2) The delivery time is deemed to be met if the Consignment is delivered to the Consignee before its expiry, or if delivery to the Consignee could not be effected for reasons attributable to the Consignee, provided that the Consignee was notified of the arrival of the Consignment or it made available to the Consignee for acceptance at the place of destination.

(3) The delivery period may be affected by:

a. Suspension of carriage, caused by measures taken by customs or other public authority;
b. Delays in carriage caused by additional instructions from the Consignor;
c. The time needed to unload the excess weight;
d. Officially ordered suspension of road traffic, temporarily preventing the commencement or continuation of carriage;
e. And delays arising during carriage without fault attributable to the Carrier, where repairs to the Consignment or its packaging had to be carried out, or where the loaded Consignment had to be moved or properly stowed.

Art. 22

Obstacles to Carriage

(1) If an obstacle arises during the carriage, that may be removed by a detour or a substitute carriage, the Consignment shall be transported to the Consignee by a detour or a substitute carriage. The increased freight charges as per the actually performed transport may be invoiced only if the Consignment is transported via a detour and the Carrier had informed the Consigner before accepting the Consignment note and the Consignment about the necessary detour.

(2) In all other cases, when the start or continuation of the carriage is temporarily or permanently suspended, the Carrier shall ask the Consignor for written consent. In such a case, the Carrier has an option to withdraw from the Contract. If the Carrier is not responsible for the obstacle, the Carrier is entitled to the freight charges for the journey made, additional services, and charges related to it.

(3) If the obstacle in traffic is removed before the Consignor's instruction is delivered, the Consignment shall be carried to the place of destination without waiting for the instruction, and the Consignor will be notified accordingly.

(4) If the Consignee is not reachable upon the arrival of the Consignment to the place of destination, or they refuse to accept it, or have not paid the cash on delivery, or there is another obstacle in delivery, the Carrier must notify the Consignor immediately of the cause of the obstacle and ask for further instructions. The Consignor may, by a record in the Consignment note, ask for a telephone, telegraph, or fax information of the obstacle at their expense, or must include an instruction to deliver the Consignment to a different Consignee as is

indicated in the Consignment note. The Consignor may authorize a third person in the Consignment note to instruct the Carrier and request the Carrier to inform this authorized person and ask for their instructions.

(5) If the Consignor fails to give any reasonable instruction within a reasonable time, the Carrier shall proceed pursuant to Article 4.

(6) If it is impossible to inform the Consignor or the authorized person indicated in the Consignment note, or if the Consigner or the authorized person delays with the instruction or the instruction is not feasible, the Carrier may deposit the Consignment in the warehouse at the risk and expense of the Consignor.

(7) If the obstacle to delivery was removed without any further instructions from the Consignor or their authorized person, provided that they have already been notified of this fact, the Consigner must be informed thereof immediately.

(8) All obstacles to the carriage and delivery must be recorded in the Consignment note.

Art. 23

Special Obligations of the Consignor and the Consignee

(1) The Consignor and the Consignee will secure the conditions for occupational health and safety at repeated carriage from the same place of loading or to the same place of unloading. The loading and unloading areas and equipment shall be maintained in a condition that allows for fast and safe loading and unloading of Consignments; all surfaces used for vehicle traffic must be sufficiently paved, including non-public access roads, which must be in safe and passable condition, and the workplaces must be adequately illuminated. At permanent workplaces with a large volume of loading operations, loading and unloading ramps shall be established, and a sufficient number of mechanized handling devices shall be provided, such as conveyor belts, grabs, mechanical shovels, vacuum loaders, cranes, hoists, forklift trucks, and the like.

(2) In the case of repeated carriage of the same nature, the Consignor is obligated, if not otherwise agreed with the Carrier, to procure in due time and in sufficient quantity all tools necessary to speed up the loading, in particular tools for loading Consignments in several layers: racks, supports, mats, securing structures, stops, and the like.

Art. 24

Transport Route Length

(1) If the Carrier disagreed on the transport route with the Consignor, and it does not concern a case following the Art. 22, the Carrier is obligated to perform a transport following the shortest route that is most efficient in terms of the nature of the Consignment and the type of vehicle.

(2) The Transport Route length is defined according to:

a. Information on road distances on maps;
b. Directional signs placed on roads;
c. Tachograph data or, as applicable, the odometer; or
d. By another appropriate method.

Art. 25

Responsibility Arising out of the Contract on Carriage

(1) The Carrier is responsible for the damage to the Consignment inflicted after its acceptance until the submission to the Consignee, unless it could be prevented by maximum effort and professional care.

(2) The Carrier is not responsible for the damage to the Consignment if it is proven to have been caused by:
   a. The Consignor, the Consignee, or the Consignment Owner;
   b. Defected or natural character of the Consignment, including the usual decline; or
   c. Defective packaging that was notified to the Consignor by the Carrier during the takeover of the Consignment for the carriage by a record made in the Consignment note;
   d. A hidden defect of the packaging not apparent during the takeover of the Consignment.

(3) The Carrier is obliged to inform the Consignor about the damage to the Consignment inflicted during the carriage until its submission to the Consignee. The Carrier is responsible for the damage incurred by the Consignor or the Consignee by the breach of this duty.

(4) In the event of loss or destruction of the Consignment, the Carrier is obliged to compensate for the price of the Consignment at the time of its submission for Carriage.

(5) If the Carrier discovers a total or partial loss of, or damage to, the Consignment, or if such loss or damage is alleged by the person entitled to dispose of the Consignment, a written record thereof shall be drawn up without undue delay.

(6) In the event of claims for damages, it is necessary to produce from the place of claim the necessary documents on the causes and cost of damage, mainly the Consignment note. In order to calculate the cost of damage, the damaged party must produce the invoices, if available, as well as the calculation of the damage and other documents proving the compensation claim.

(7) The Consignment is deemed to be lost without further evidence if, during the 30 days since the takeover for carriage, it was not submitted or made ready for takeover by the Consignee.

Art. 26

Destruction of Consignment

(1) If it is impossible to submit the Consignment to the Consignee or to return it to the Consignor, the Carrier is authorized to destroy the Consignment.

(2) The Carrier must inform the Consignor about the intended destruction without undue delay and in writing. The Carrier shall proceed to destroy the Consignment after 5 days from the date the written notification is received. The Consignment, which cannot be stored due to its nature or condition (perishable, etc.), may be destroyed by the Carrier also in a shorter time, depending on its condition.

(3) The Carrier must make a record of the destruction of the Consignment and notify the Consignor and the Consignee. From the proceeds of the destruction, the Carrier's Costs arising from the Contract of carriage shall be settled with priority; any remaining balance of proceeds shall be paid to the entitled person. The limitation period for claims arising out of the destruction shall be governed by the relevant provisions of the Civil Code and the Commercial Code.

Art. 27
Complaints

(1) The entitled person must file a complaint with the Carrier for all rights arising out of the carriage or related to the carriage, otherwise these rights collapse.

(2) The person who paid for the carriage is entitled to ask for the return of the paid amount for the carriage.

(3) The person who ordered the carriage and the Carrier may file a complaint only in writing.

(4) The entitled person may exercise the right to file a complaint with the Carrier without undue delay, but not later than 6 months after the conclusion of the Contract of carriage.

(5) If the complaint does not contain prescribed particulars, the Carrier shall immediately request the complainant to complete it and shall set a reasonable time limit, not shorter than 7 days, excluding public holidays and Sundays. If the complaint is supplemented within the specified time limit, it shall be deemed to have been duly and timely submitted.

(6) The Carrier is obliged to settle the complaint and notify the complainant in writing about accepting or rejecting the complaint within 3 months starting on the day following the day the complaint was submitted at the postal office or delivered in person. If the Carrier rejects the complaint totally or partially, they are obliged to justify such rejection in writing.

(7) The claims arising from carriage performed under the Contract of carriage shall be time-barred upon the expiry of one year. The day on which the limitation period begins to run shall not be included in the limitation period.

Art. 28
Freight Charges

(1) After completing the carriage and other acts up to the place of destination performed to comply with the Contract of carriage, the Carrier is entitled to the freight charges. The amount of the freight charges and the due date shall be agreed upon by the record in the Consignment note. Similarly, the payment method shall be agreed upon.

(2) In addition to the Freight charges, the Carrier shall charge reimbursement of cash expenses necessary to perform the carriage of the Consignment up to the place of destination or spent based on the order from or interest of the Consignor or person authorized by the Consignor.

(3) In case of delay in payments within the agreed due dates, the relevant provisions of the Commercial Code apply to the full extent.

Art. 29

International Road Freight Carriage

If the place of dispatch of the Consignment and the intended place of destination are located in the territories of two different states, at least one of which is a Contracting State to the Convention on the Contract for the International Carriage of Goods by Road (hereinafter "CMR Convention"), the conclusion and performance of the Contract of carriage, as well as the determination of the Carrier's liability, shall be governed by the CMR Convention.

Art. 30

Insurance of Liability of the International Road Carrier

(1) The insurance also covers liability for damage to goods that the Carrier has taken over in connection with the carriage of Consignments. This insurance also covers reasonable and necessary expenses incurred by the insured to prevent or minimize damage to the Consignment being transported.

(2) The insurance does not cover liability for damage caused:
   a. Intentionally;
   b. Due to exceeding the delivery period caused by the Carrier (Art. 19 of the CMR Convention) except for damage to the Consignment;
   c. During carriage performed within international postal conventions and contracts;
   d. During carriage of furniture removals;
   e. During carriage of corpses.

(3) The insurance does not cover damage if it was caused by defects in the Consignment or its packaging, and these were known to the Carrier at the time of takeover of the Consignment or its packaging, and they did not object to it.

(4) The Carrier is obliged to make sure to prevent damage to the Consignments being transported. Furthermore, the Carrier is obliged to ensure that the driver

possesses all the necessary qualifications and competencies, and to leave the vehicle in a condition as prescribed by relevant standards.

(5) The compensation for damage to the Consignment is defined from the value of the Consignment in the place and time of its takeover for carriage according to the value declared in the CMR bill of lading, in the invoice, or in other accompanying documents. Other compensations are provided following the provisions of the CMR Convention on the liability of the international road carrier.

(6) The liability insurance of the Carrier may be negotiated for both international road freight carriage following the CMR Convention, as well as domestic road freight carriage.

(7) The Consigner or the Consignment owner shall arrange the insurance of international carriage of consignments, and it does not substitute the Carrier's liability insurance for international road freight carriage under the CMR Convention.

Art. 31
Publication and Effectiveness OF the Terms and Conditions of Carriage

(1) The Carrier is obliged to publish the Terms and Conditions of Freight Carriage on its website and otherwise as applicable. If there is no effective date indicated in the Terms and Conditions of Carriage, it shall be effective on the date of its publication on the website.

(2) The published Terms and Conditions of carriage are a part of the Carrier's proposal to conclude the Contract of carriage and, after its conclusion, their contents become part of the contractual rights and obligations of the Contract partners.

(3) The complaints and claims concerning the performance of obligations arising from the Terms and Conditions of carriage, and their handling by the Carrier in accordance with the complaints procedure, shall be reviewed by the Slovak Trade Inspection Authority.

Art. 32
Final Provisions

(1) If there are several Carriers performing carriage based on one Contract of Carriage, each of them is liable for the entire carriage. The second and each further Carrier becomes a contracting party by taking over the Consignment and the Consignment note under conditions defined in the Consignment note.

(2) The Contract of carriage enters into force on the date of signing by the contract parties, but no later than on the day the Consignor signs the Consignment note already signed by the Carrier.

(3) Together with the ordering party, after mutual agreement, the Carrier may modify or supplement these Terms and Conditions of carriage. The relevant changes and additions must be incorporated in the Contract of carriage as per Section 610 et seq. of the Commercial Code.

(4) The liabilities arising from the Contract of carriage, the time limitation of claims, complaints, and a lien are governed by relevant provisions of the Commercial and Civil Code.

Art. 33
Validity of the Terms and Conditions of Carriage

These Terms and Conditions of carriage enter into force on June 17, 2025.

Each Carrier – the ordering party of the carriage - may be acquainted with these Terms and Conditions before signing the Contract for the carriage of goods.

Approved by:
Ing. Michal Hrdina, Holder of Procuration at ENSECO, a.s.

(handwritten signature)

.....

Signature of the Holder of Procuration

Ing. Vladimír Práznovský, Chairman of the Board of Directors

(handwritten signature)

.....

Signature of the Chairman of the BoD

In Mochovce, on June 17, 2025