

ROAD AND FREIGHT TRANSPORT RULES	
Čl. 1	Basic provisions
	<p>1. These transport regulations contain the conditions of carriage of the carrier necessary for the conclusion of the contract of carriage.</p> <p>2. It regulates the rights and obligations, as well as the responsibility for the transport of goods by road truck between the carrier, natural persons and legal persons involved in the transport. It stipulates the conditions for concluding a contract for the carriage of goods pursuant to § 610 et seq. Of the Commercial Code and the contract on the transport of cargo according to § 765 et seq. Of the Civil Code. It does not adjust prices and price conditions.</p> <p>3. The carrier according to these transport regulations is the company: ERFOLG s.r.o., Hlavná 686/114, 077 01 Kráľovský Chlmec, SK, IČO: 36 608 441, DIČ: SK2022195615.</p>
Čl. 2	Type of road transport operated
	<p>1. Pursuant to these Regulations, the carrier carries out road haulage.</p> <p>2. The carrier shall carry costs as:</p> <p>2.1. wagon consignments - consignments transported to one carrier (consignor or consignee) in a single journey of the vehicle, if the payload or total weight of the vehicle has been used or regardless of the weight of the consignment, if:</p> <p>uses the loading area of the vehicle</p> <p>its transport is performed by a special journey of the vehicle according to the agreement with the carrier or because it is required by the nature of the cargo, or the performance of the transport within the required period</p>

	<p>it is loaded or unloaded in two or more places; one vehicle journey is involved even if, for operational reasons, it transfers the load to another vehicle.</p> <p>2.2 piece shipments</p> <p>3. A consignment shall be considered to be a consignment carried together with other consignments (of other carriers) or on such a journey of the vehicle as would otherwise have to be carried out by the carrier without a load.</p> <p>4. The carrier, inter alia, fulfills the general obligations of the carrier pursuant to § 7 of Act no. 56/2012 Coll. on road transport.</p>
Čl. 3	Range of transport services provided
	<p>1. Due to its current technical base, the carrier preferably transports wagon consignments, but also performs the transport of piece consignments.</p> <p>2. The transport regulations do not apply to the transport of live animals, perishable foodstuffs, dangerous goods and hazardous waste.</p>
Čl. 4	Ordering
	<p>1. The carrier (consignor or consignee) orders the transport of the consignment from the carrier by concluding a contract for the transport of goods (cargo) or by order. The order can be placed by phone, e-mail or fax.</p> <p>2. If the transport between the carrier and the carrier has been agreed orally or by telephone, the carrier is obliged, at the request of the carrier, to confirm the order of transport in writing. If this has not happened, the carrier's records regarding the transport order apply.</p> <p>3. The order is not used if the carrier has concluded a framework contract with the carrier for the carriage of goods (cargo).</p> <p>4. The transport order must contain all the information necessary for the execution and billing of the transport in order to be able to fulfill the function of a transport contract upon receipt, in particular:</p>

Version: 01

Revision N° 02 / 10.1.2020

<p>a) designation of the contracting parties - carrier (consignor or consignee) and carrier, exact addresses, ID number, VAT number, telephone, e-mail;</p> <p>b) name and address of the financial institution, account number;</p> <p>(c) description of the consignment (quantity, weight, dimensions, position, storage, type, contents and packaging), method of loading and unloading and handling of the consignment (if necessary);</p> <p>(d) determination of the time (time of loading, delivery time, time of unloading), place of dispatch, destination and, where appropriate, the required route;</p> <p>(e) the type and extent of damage to the consignment if it is submitted for transport already damaged (eg transport for repair);</p> <p>(f) reimbursement for the performance of the carriage (freight) determined by mutual agreement between the carrier and the carrier.</p> <p>5. The order is accepted:</p> <p>(a) the moment when the carrier receives a written or e-mail acknowledgment of receipt by the carrier;</p> <p>(b) if there is an oral or telephone agreement between the carrier and the carrier on the extent, time or manner of performance of the requested carriage.</p> <p>6. If the carrier is unable to accept the order, he shall immediately notify the carrier.</p> <p>7. If the order has been accepted, the carrier will deliver a suitable vehicle within the period specified in the order. If there are obstacles for which the vehicle cannot be delivered within the agreed time, the carrier is obliged to immediately notify the carrier and, if necessary, to arrange another date for the delivery of the vehicle. In this case, the carrier may withdraw from the contract.</p> <p>8. If, after the consignor has been called to present the vehicle for loading, the unladen vehicle shall be returned through the fault of the consignor, the</p>

	<p>carrier shall reimburse the carrier for the costs of the futile journey and, where applicable, the delay for the vehicle.</p> <p>9. The order can be placed for one shipment, a certain number of shipments or for a certain period of time.</p>
Čl. 5	Contract of carriage
	<p>1. If the transport is ordered from the carrier by the entrepreneur, a contract on the transport of the goods will be concluded in accordance with Art. § 610 et seq. Act no. 513/1991 Coll. (Commercial Code).</p> <p>2. If the transport is ordered from the carrier by a natural person who is not an entrepreneur, a contract for the transport of goods shall be concluded in accordance with Art. § 765 et seq. Act no. 40/1964 Coll. (Civil Code).</p> <p>3. By the contract of carriage, the carrier undertakes to carry out the carriage under the agreed conditions and under the conditions laid down in these Regulations. The carrier undertakes to the carrier that he fulfills the conditions agreed in the transport regulations and that he pays the freight.</p> <p>4. The consignor and the carrier may agree whether the freight will be paid by the consignor in whole or in part or whether the freight will be paid by the consignee.</p> <p>5. If the consignee is to pay the freight but rejects the payment, the consignor is obliged to pay the freight. In this case, the carrier may hand over the consignment to the consignee only with the consent of the consignor.</p> <p>6. Payment of the freight is payable upon delivery of the shipment to the recipient, unless otherwise agreed. The carrier is entitled to demand the agreed penalty from the due date.</p> <p>7. By the contract of carriage of the goods, the carrier may be obliged that the consignment is accompanied by a consignment note (freight) during the carriage.</p>

Čl. 6	Change of contract of carriage
	<p>The consignor may additionally order the carrier, pending the issue of the consignment to the consignee, that:</p> <ul style="list-style-type: none"> - the consignment is to be returned to the place of departure; - the consignment is to be detained during transport; - delivery of the consignment to the consignee should be postponed; - the consignment is to be delivered to another recipient; - the consignment is to be increased, reduced or canceled; - the consignment is to be transported to another destination; - parts of the consignment are to be delivered to different or different places of unloading than specified in the contract of carriage or in the consignment note.
Čl. 7	Transport documents in freight transport
	<p>The consignment note shall accompany the consignment as a transport document until it is issued. The consignor is obliged to hand over the duly completed consignment note to the carrier, or he is obliged to provide the data concerning the consignment to the carrier and to confirm them by signing them after entering them in the consignment note.</p> <p>2. The consignment note shall be handed over to the carrier, unless otherwise agreed with the consignment.</p> <p>3. The consignment note must contain the following information:</p> <ul style="list-style-type: none"> a / name of consignor and consignee b / naming the contents of the consignment and its packaging c / number of pieces d / total weight of the consignment

	<p>e / place of loading and place of unloading</p> <p>f / date and confirmation of the consignment by the carrier and the consignee</p> <p>g / place for reservations of the carrier</p> <p>4. The bill of lading for national road haulage shall be:</p> <p>a. consignment note completed and handed over by the consignor</p> <p>b. delivery note, if it meets the stated conditions</p> <p>5. When loading or unloading a consignment in several places, the sender is obliged to submit a separate transport document for each part of the consignment.</p> <p>6. The carrier and transporters (consignor and consignee) are responsible for the accuracy and completeness of the data they enter in the consignment note.</p> <p>7. The carrier has the right to enter in the transport document the reservations of the carrier for the type of used vehicle on the basis of the request of the ordering party, the condition of the consignment, its packaging, the number of pieces and the method of loading.</p>
Čl. 8	Complaints procedure
	<p>Complaint periods and limitation periods for the exercise of claims by the sender or consignee arising from the contract of carriage with the carrier are specified for domestic road freight transport performed in the Slovak Republic in the Commercial Code and the Civil Code.</p> <p>2. Complaint periods and limitation periods for the exercise of claims by the consignor or consignee arising from a contract of carriage with a carrier shall be specified for international road haulage in the Convention on the Contract for the International Carriage of Goods by Road (CMR).</p> <p>3. The person entitled (carrier) must claim from the carrier all rights arising from the transport in writing.</p>

	4. The (carrier) is entitled to request a refund of the amount paid for the carriage only if it has been demonstrably paid to the carrier.
Čl. 9	Final provisions
	<p>According to Act no. 56/2012 Coll. on road transport, the carrier has published these transport regulations on its website and is also available at the carrier's registered office.</p> <p>2. According to Act no. 56/2012 Coll. on transport, the published transport regulations are part of the carrier's proposal for the conclusion of a transport contract and after its conclusion, its content is part of the contractual rights and obligations of the parties to the contract.</p> <p>3. The customer of the transport is obliged to get acquainted with these transport regulations before signing the transport contract.</p> <p>4. All amendments to the transport regulations are valid on the day of their publication and making available on the carrier's website.</p> <p>5. If the transport regulations are substantially amended or substantially supplemented, the carrier shall ensure their publication and making available on its website in full.</p>
<p><i>In Michalovce, 10.1.2017</i></p> <p style="text-align: right;"><i>Ing. Tomáš Tóth</i> <i>Owner ERFOLG s.r.o.</i></p>	