



General Terms and Conditions of LTE Logistik a Transport Slovakia, s.r.o.

Kopčianska 1, 851 01 Bratislava, Slovak Republic

Version dated 1.4.2015 (GTC 2015)

1. Scope

- 1.1 LTE provides its services exclusively to the following terms and conditions (hereinafter also "GTC 2015").
- 1.2 General terms and conditions of the client are inapplicable and shall apply only if LTE agrees to them specifically and in writing, implied consent is excluded.
- 1.3 If LTE and the client conclude a contract at a later point, the GTC 2015 will be displaced (only) as far as they differ from the contract.
- 1.4 For possible consumer transactions, the GTC 2015 are not applicable.

2. Applicable provisions

- 2.1 Concerning the handling of wagons, the „General Contract of Use for Wagons“, GCU, is applicable. In case the client provides wagons whose has not joined the GCU, the client will, apart from his other contractual obligations, take over all duties and liabilities of a „keeper“ in terms of the GCU.
- 2.2 Wagons to be transported by LTE must have an „entity in charge of maintenance“ in compliance with directive 2004/49/EG, as periodically amended. They have to be in accordance with the RIV (International Wagon Regulations), and the revision time must not be transgressed.
- 2.3 The provisions for the Transport of hazardous goods by rail (RID).

3. Written form clause

- 3.1 For their effectiveness, changes of or amendments to these general terms and conditions, as well as of any agreements based on them, and any supplementary stipulations, must be in writing.
- 3.2 The same applies for the written form clause itself.

4. Offers and placing of orders

- 4.1 LTE's offers are always subject to change (request for relief of an offer).
- 4.2 After the client bindingly explains his will to conclude an agreement based on an offer as described above, the offer may be accepted if LTE confirm the agreement as stated in Pt 4.3.
- 4.3 The binding acceptance by LTE is conducted by transmission of a written „order confirmation“ which has to contain the quotation number from the preceding offer.

5. Not included performances

- 5.1 If not explicitly otherwise agreed, the following performances are not included in our offers:
 - customs clearance,
 - costs for rent and maintenance of wagons,
 - loading, transshipping/reloading and unloading of wagons,
 - supervision of trains outside our own management (monitoring and provision of information about the movement of trains after handing over the train to a third party).
- 5.2 LTE will, if necessary and possible (depending on free capacities), also render performances not covered by the offer. We charge a payment for our performance and the industry.

6. Cancellation, dispense of performances

- 6.1 In the case that performances by LTE remain undone due to reasons the client is responsible for, LTE may invoice flat cancellation fees.
- 6.2 The cancellation fees depend on the period within which LTE gets notification of the cancellation, and the price of the performance:
 - more than 7 calendar days (more than 168 h before departure): 30% of the offered price,
 - less than 7 calendar days (less than 168 h before departure): 50% of the offered price,
 - less than 48 hours: 80% of the offered price.

7. Obligation of the client

- 7.1 Client is responsible to provide, also without special request by LTE, all documentation and data which is necessary for proper handling of the arranged transports, as well as he is obliged to inform LTE about any circumstances which might be relevant for those transports. The same applies for documentation, data and information which are occurring later on during the performance. In particular the client has to ensure that:
 - all required documents, especially customs documents, comply with statutory requirements. The client shall indemnify and hold harmless LTE from the noncompliance to this clause,
 - any deviations from the agreed time frame must be reported to LTE by the client as soon as identifiable, respectively immediately after notice.
- 7.2 If additional services are necessary due to circumstances in the client's range of responsibility the additional costs will be passed on to the client, own services by LTE in accordance with the prices of Pt 5.2.

8. Prices

- 8.1 Prices are set forth in each „order confirmation“, respectively the preceding offer (see Pt 4.). If both do not contain a price, a payment customary for this performance and industry will be invoiced.
- 8.2 Prices and other fees are always net prices and do not include applicable VAT.
- 8.3 Changes or the introduction of consumption taxes and dues after the conclusion of a transport agreement entitle LTE to a price adjustment to the extent of the additional costs arising for LTE. The claim for price adjustment can be made beginning from the point of effectivity of the constitutive amendment of law.

9. Invoicing, payment, default payment

- 9.1 Invoices are due within 14 calendar days, LTE may charge interest in arrears of 5% p.a..
- 9.2 For each reminder a fee of EUR 50,- will be charged in addition to all costs which are necessary for appropriate legal action.
- 9.3 Payments are to be made without any deductions to our account:
 - Bank: Sberbank Slovensko, a.s.
 - Account no. : 4020089506/3100
 - IBAN: SK6031000000004020089506
 - BIC / SWIFT Code: LUBASKBX
 - VAT reg. no. : SK2021691540
- 9.4 Complaints against our invoices must be made in writing within 4 weeks upon receipt, otherwise they are deemed accepted.
- 9.5 Setoff and retention against claims of LTE is excluded, except for undisputed or determined claims of the customer.
- 9.6 LTE is entitled to suspend all further services and performances until all due invoices for our performances are balanced, or at least guaranteed.

10. Liability and defects liability

- 10.1 Liability of LTE is restricted to willful intent and gross negligent conduct.
- 10.2 Liability is excluded for indirect damages, loss of profit, consequential damages and claims of third parties against the client, in so far as each of those liabilities are not mandatory. Especially, LTE is not liable for delays and damages resulting from delays, as long as there is no specific written agreement about penalties for delays, or the liability for delays in general.
- 10.3 Claims for any kinds of compensations (especially for damages) must be made within 6 months upon notice by the client after the event causing the claim, anyway by 3 years from occurrence of the (primary) damage, unless there are no mandatory statutory deadlines.

11. Confidentiality agreement, non-solicitation clause

- 11.1 The client has to keep confidential all offers and affiliated agreements in regards to LTE's rail services.
- 11.2 The client is obliged not to employ anyone from LTE's staff for the duration of one year after the ending of the contractual relationship in his organization or in associated organizations, otherwise he is committed to a penalty of one annual salary of the respective employee (the most recent).

12. Applicable law, place of jurisdiction

- 12.1 In the event that one or several provisions of these GTC 2015 prove or become ineffective, this will not render the based on agreement ineffective. In fact, the parties will replace the ineffective provision of the GTC 2015 with an effective one that reflects the intended economic purpose of the ineffective provision as closely as possible. The same applies in case of contractual gaps.
- 12.2 Any disputes arising as a result of or in connection with agreements under these GTC 2015 or relating to their validity are governed by Slovak law. Foreign law will only be considered upon specific written agreement.