

General Terms and Conditions

of the company BRAMO s.r.o., Vyšehradská 29, 851 06 Bratislava, VAT: SK2120820306 (hereinafter referred to as „Customer“)

- 1) The Carrier is obliged immediately to confirm the Order jointly with the specification of the vehicle's license plate. Confirmation or cancellation of the Order must be made in writing and sent to the Customer's email. In case the Order is not confirmed within 60 minutes upon its receipt, the Order and the Customer's General Terms and Conditions shall be considered accepted in full extent. The Order can be cancelled free of charge no later than 24 hours before the agreed date of loading, otherwise, the Carrier will be charged with cancellation fee amounting to the costs of the replacement transport. Should no adequate replacement vehicle be secured by the Customer or the Carrier, the Carrier will be additionally charged with extra fees and costs associated with the Transport.
- 2) By accepting the Order, a contractual relationship between the Customer and the Carrier pursuant to the CMR Convention is established. The Carrier bears all costs caused by non-compliance with the contractual conditions. The Carrier is responsible for the insurance of the transported consignment in accordance with the CMR Convention. The price of the Transport includes all additional fees and costs of the Carrier, including waiting up to 24 hours.
- 3) Unless stated otherwise in the Order email sent from the account transport@bramo.sk, the invoice including the originals of the CMR and other transport documents must be sent by email to invoice@bramo.sk within 14 days following the Transport. In case of transport within the Slovak Republic, a document called „Záznam o prevádzke vozidla nákladnej dopravy“ shall be provided to the Customer; otherwise, the invoice will not be accepted by the Customer. The invoice with CMR and other transport documents shall be prepared by the Carrier in a format readable by the Customer – i.e. 1x in PDF format. In case a post-delivery is agreed, the invoice needs to be addressed to the Delivery Address of the Customer: BRAMO s.r.o., Podunajská 23 / G, 821 06 Bratislava. The due date of the Transport costs is 60 days from the delivery of the invoice accompanied by the original documents. Should the documents not be delivered to the Customer's Delivery Address specified in the Order, the due date of the Carrier's invoice will be automatically extended to 90 days from the date of receipt of the documents by the Customer.
- 4) The Carrier undertakes to comply with the legislation on minimum wages and international law as applicable throughout the period of transport in all the states concerned.
- 5) Unless agreed otherwise between the contracting parties in writing, the Carrier undertakes to comply with the prohibition of competition and to protect the Customer's business interests when exercising the transport contracts. In case of breach of the prohibition of competition by the Carrier, the Customer is entitled to a contractual penalty in the amount of lost profit.
- 6) When transporting goods with a pallet or packaging exchange, the Carrier is obliged to replace undamaged pallets or other packaging material at the place of loading and unloading of the goods, or another place specified in the Order. The confirmation of such exchange of pallets and packaging material is a separate pallet or packaging note intended for this purpose, which the Carrier is obliged to send to the Customer with the invoice. In case the Carrier's obligation under the previous sentence is not fulfilled, the Carrier will be charged with a contractual penalty of € 15 for each missing piece of pallet or packaging material and with an administrative fee of € 15.

General Terms and Conditions

of the company BRAMO s.r.o., Vyšehradská 29, 851 06 Bratislava, VAT: SK2120820306 (hereinafter referred to as „Customer“)

7) The Customer is entitled to impose contractual penalties against the Carrier for breach of the Order, particularly in the following cases:

- a) non-compliance with the deadline for loading and unloading the goods
- b) non-compliance with the temperature regime of the cargo space of the vehicle during the entire period of transport of goods
- c) use of technically and/or operationally unsuitable vehicle for transport
- d) performing the transport by other than own vehicle without the prior written consent of the Customer
- e) non-compliance with the deadline for the delivery of documents.

7.1. In case of violation of the transport conditions under point 7 letters a) to d) of these General Terms and Conditions, the Carrier is obliged to pay the Customer a contractual penalty in the amount of transport cost(price?) of the Transport concerned, unless agreed otherwise. In case of violation of the transport conditions under point 7 letter e) of these General Terms and Conditions, the Customer is entitled to invoice the Carrier with a contractual penalty of € 250 for each transport not delivered on time. The Customer's right to compensation for damages is not affected by the payment of any contractual penalty in accordance with these General Terms and Conditions.

7.2. The customer is entitled to claim any fees associated with the issuance of an invoice / invoicing of the contractual penalty, in particular a processing fee of € 15 for each invoice issued. The Customer's right for payment of the processing fee from the re-invoicing of invoices shall not be affected hereby.

8) Arbitration Clause

„The Parties hereunder have agreed that in accordance with the Article 3 and 4 Section 1 of the Act No. 244/2002 Coll. on Arbitration, as amended, any and all disputes, controversy, or claims arising out of or in relation to, this Contract, including the validity, invalidity, breach or termination thereof, shall be resolved by the Court of Arbitration - Permanent Court of Arbitration established by the Slovak Agricultural and Food Chamber, Záhradnícka 21, 811 07 Bratislava - Nové Mesto, Slovak Republic, ID No.: 31826253, in accordance with the Rules of Arbitration and the Statute of the Court of Arbitration. The number of arbitrators shall be one, being appointed by the Chairman of the Court of Arbitration. The Parties hereby undertake to follow the decision of the Court of Arbitration which shall be final, binding and enforceable. The Parties have agreed that in accordance with the Article 22a of the Act No. 244/2002 Coll. on Arbitration, as amended, the Court of Arbitration may upon request of the party to arbitration order provisional measures without hearing of the opposite party to the arbitration.”

9) These General Terms and Conditions shall be valid as of 1.11.2020.