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Art. I
Subject of the GBTC

The subject of these General Business Terms and Conditions (hereinafter referred to as the "GBTC") is the regulation of relations arising from each forwarding contract, the subject of which is the arrangement of transport, concluded between the company Railtrans International, a.s., with its registered office at Račianska 1524/75, 831 02 Bratislava, company identification number 46 384 740, registered in the Municipal Court Bratislava III, Section Sa, Insert No. 6835/B, as the Freight Forwarder, and other legal or natural person, as the Principal (hereinafter referred to as the "Contract").

Art. II
Definition of Terms

- Price Offer:** Price Offer shall mean the price offer of the Freight Forwarder, the content of which is the price and other related conditions under which the Freight Forwarder offers the arrangement of transport; the price offer is not a proposal for conclusion of a contract.
- Delivery Period:** Delivery Period shall mean the period agreed in the Contract.
- Carrier:** Carrier shall mean an entity who is pursuant to the relevant legal regulations authorised to perform carriage of a Transported Consignment by rail from the Place of Dispatch to the Place of Destination or in a certain part of this section.
- Place of Dispatch:** Place of Dispatch shall mean the place of dispatch agreed in the Contract.
- Place of Destination:** Place of Destination shall mean the place of destination agreed in the Contract.
- Transported Consignment:** Transported Consignment shall mean a wagon or a group of wagons filled with the Goods, duly sealed or otherwise secured against handling of the Goods, or an empty wagon or a group of empty wagons, the transport of which shall be arranged by the Freight Forwarder on the basis of the Contract.
- Consignee:** Consignee shall mean the entity identified as the consignee in the Contract.
- Goods:** Goods shall mean goods identified by words and by NHM (Nomenclature Harmonisée Merchandises) code in the Contract.
- Force Majeure:** Force Majeure shall mean an obstacle which has arisen independently of the will of the liable party and prevents it from fulfilling its obligation, where it cannot be reasonably assumed that that party would avert or overcome that obstacle or its consequences and would anticipate that obstacle at the time the obligation arises.
- Contract of Carriage:** The Contract of Carriage shall mean the contract concluded between the Freight Forwarder, in his name and at the Principal's account, and the Carrier for the purpose of fulfilment of the Freight Forwarder's obligations under the Contract.
- Contracting Party:** The Contracting Party shall mean the Freight Forwarder or the Principal.



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Art. III Forwarding Instruction and Price Offer

1. Individual forwarding contracts (hereinafter referred to as the "Contract") shall be concluded by confirmation of forwarding instructions given by the Principal to the Freight Forwarder in writing and delivered to the Freight Forwarder in person, by post, fax or e-mail; the specimen of the forwarding instruction is included in the Annex no. 1, which forms an integral part of these GBTC. Forwarding instruction shall be binding on the Freight Forwarder after its written confirmation by the Freight Forwarder; no provision of these GBTC or any other document (unless it expressly provides otherwise) shall be interpreted as an obligation of the Freight Forwarder to confirm the forwarding instruction. The individual forwarding contract shall be deemed concluded on the day of delivery of the written confirmation of the relevant forwarding instruction to the Principal. A document is considered to be a forwarding instruction, regardless of how it is named, if it is numbered and if it implies the request of the Principal to arrange transport from the Place of Dispatch to the Place of Destination and the proposal on remuneration for arrangement of such transport. If the confirmed forwarding instruction does not provide all the data necessary to arrange the transport, the missing data necessary to arrange individual transports shall be determined by the Contracting Parties by mutual agreement without undue delay after either Contracting Party notifies the need to complete the missing data; such an agreement is considered as part of the forwarding instruction. If the Freight Forwarder notifies the Principal of the need according to the previous sentence, his obligation to arrange transport will not arise until the missing data has been completed by the parties. The provisions included in the preceding sentences of this point shall apply mutatis mutandis to the case where the Freight Forwarder sends the proposal for the conclusion of the Contract in the form of a forwarding instruction to the Principal; in such a case, the Contract shall be deemed concluded on the day on which the written confirmation of the relevant forwarding instruction is delivered to the Freight Forwarder by the Principal.

2. The Contracting Parties agreed that where the Contract envisages the Principal to place orders for the arrangement of individual transports under the Contract, the Principal shall be obliged to submit such order to the Freight Forwarder in person, by post, fax or e-mail no later than 72 hours before the required date of arrangement of transport, unless otherwise stated in the forwarding instruction (Contract); in such a case, the Freight Forwarder's obligation to arrange transport shall not arise until the Freight Forwarder confirms the order in writing, and no provision of these GBTC or any other document (unless it expressly provides otherwise) shall be interpreted as an obligation of the Freight Forwarder to confirm such order. The mere fact that the Freight Forwarder sends a Price Offer to the Principal and the Principal accepts it in writing does not give rise to the right of the Principal to demand the arrangement of transport or any other right, until the Contract is concluded; once the Contract is concluded, the Principal shall have the right to arrangement of transport for the price resulting from the relevant Price Offer, unless otherwise stipulated in the Contract.

Art. IV Rights and Obligations of the Freight Forwarder

1. The Freight Forwarder undertakes to take over duly and in a timely manner each individual Transported Consignment, the transport of which he is to ensure on the basis of the Contract, either himself or through the Carrier; take-over of each individual Transported Consignment by the Carrier shall be considered as take-over by the Freight Forwarder for the purposes of the Contract. Duly and timely take-over of the Transported Consignment shall mean take-over of empty wagons or wagons containing the Goods that are duly loaded, sealed or otherwise secured against handling of Goods and marked, at the Place of Dispatch and at the time specified in the Contract. In the case of a wagon containing the Goods, the Freight Forwarder may refuse to take over an individual wagon if the security seal on the wagon is broken or if the wagon is otherwise damaged; in the case of an empty wagon, the Freight Forwarder shall be entitled to refuse to take over the wagon only if it is otherwise damaged.

2. The Freight Forwarder undertakes to arrange transport of the Transported Consignment in accordance with the conditions of carriage of the individual Carrier, international conventions governing the transport of Goods by rail and other legal regulations relating to the transport of Goods by rail that shall be arranged by the Freight Forwarder. At the same time, the Freight Forwarder undertakes to arrange the transport of the Transported

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Consignment in accordance with the arrangements included in the GBTC and in accordance with the Contract.

3. If a special power of attorney needs to be granted to the Freight Forwarder by the Principal for execution of certain acts in connection with the arrangement of the transport, the Principal undertakes to grant such power of attorney to the Freight Forwarder immediately after being invited to do so by the Freight Forwarder.

4. The Freight Forwarder undertakes to inform the Principal upon his request of the expected date of delivery of the Transported Consignment to the Place of Destination. The Freight Forwarder undertakes to inform the Principal upon his request of the status of the Transported Consignment at any time during the transport.

5. The Freight Forwarder shall be entitled to use another freight forwarder (intermediate freight forwarder) to arrange the transport; he shall be responsible, as if he had arranged the transport himself.

6. The Freight Forwarder undertakes to immediately inform the Principal about important circumstances of the transport, in particular he undertakes to inform the Principal about the imminent or incurred damage to the Transported Consignment, problems and complications during transport, successful hand over of the Transported Consignment to the Consignee, possible objections of the Consignee, etc. If the Transported Consignment is under threat of damage, the Principal shall be obliged to give the Freight Forwarder the necessary instructions in writing immediately upon his request; otherwise, the Freight Forwarder may proceed at his discretion and may also sell the Transported Consignment; this applies also in the case if the Consignee does not accept the Transported Consignment.

7. The Freight Forwarder shall be obliged to follow the instructions of the Principal which have to be provided by the Principal in writing. The Freight Forwarder shall be obliged to notify the Principal of the obvious incorrectness of his instructions, except of the case if he could not detect the incorrectness of the instructions even with the exercise of professional care. If the Freight Forwarder does not receive the necessary instructions from the Principal, he shall be obliged to ask the Principal to complete them; but if there is a risk of delay, he shall be obliged to proceed even without these instructions so that the interests of the Principal, which are known to the Freight Forwarder, are protected as far as possible. The Freight Forwarder shall be entitled to depart from the Principal's instructions if it is in the Principal's interest.

8. The Freight Forwarder shall be entitled to request from the Principal all cooperation necessary for the proper fulfilment of his obligations arising from the Contract and the Contract of Carriage.

9. The Freight Forwarder shall be entitled to carry out the transport, which he shall arrange on the basis of the Contract, or part thereof himself.

10. The Freight Forwarder shall be entitled to a reasonable advance payment for costs associated with the fulfilment of his obligation under this Contract; if the Freight Forwarder requests the Principal to make an advance payment, he shall not be obliged to carry out the transport until such advance payment has been made.

Art. V

Rights and Obligations of the Principal

1. The Principal undertakes to provide the Freight Forwarder in writing with complete and correct information on the content of the Transported Consignment, its nature as well as on other facts necessary for the proper fulfilment of the Freight Forwarder's obligations under the Contract, as well as under the Contract of Carriage. The Principal shall also be obliged to notify the Freight Forwarder, in good time and in writing, of the obligations related to the Transported Consignment with regard to the arrangement of its transport, arising from generally binding legal regulations (especially import, export and transit authorisations, customs duties, etc.).

2. The Principal undertakes to deliver properly and timely the individual Transported Consignment to the Place of Dispatch, together with the transport documents necessary for the proper transport of the Goods to the Place of Destination, and hand over the Transported Consignment together with the transport documents to the Carrier designated by the Freight Forwarder. In particular, the Principal undertakes to ensure, before hand-over of each individual Transported Consignment, that a duly completed consignment note is handed over to the Carrier designated by the Freight Forwarder. The Principal shall be obliged to send without undue delay a notice (notification of transport) about the delivery of the Transported Consignment to the Place of Dispatch to the Freight Forwarder and to the Carrier designated by the Freight Forwarder.

3. The Principal undertakes to provide the Freight Forwarder with all necessary cooperation that may be required of him so that the Freight Forwarder can properly fulfil his obligations arising from the Contract, as well as

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from the Contract of Carriage.

4. The Principal shall be obliged to hand over the Transported Consignment at the Place of Dispatch to the Carrier designated by the Freight Forwarder in condition corresponding to the requirements for transport laid down by the conditions of carriage of the individual Carrier, the international conventions governing the transport of Goods by rail and other legal regulations relating to the transport of Goods by rail. Prior to hand-over of the first Transported Consignment of its kind, the Principal shall have the obligation to request from the relevant Carrier the information on existence of requirements arising out of the conditions of carriage of the individual Carrier according to the previous sentence. If the Transported Consignment does not meet the requirements pursuant to the first sentence, the Principal shall be liable to the Freight Forwarder for any damage caused by the fact that the Transported Consignment does not meet these requirements.

Art. VI Liability for Damage

1. The Freight Forwarder shall be liable to the Principal for damage to the Transported Consignment incurred during the arrangement of transport, except for damage caused by Force Majeure and except for damage which the Freight Forwarder could not prevent even when exercising professional care. Professional care according to the previous sentence shall mean care that can commonly be required from the freight forwarders at the time of performance of the Contract.

2. The Freight Forwarder shall not be liable to the Principal for lost profit.

3. The Contracting Parties agreed that damage compensation, which shall be provided to the Principal by the Freight Forwarder in the individual case, shall not exceed the amount of remuneration agreed for the arrangement of transport in the given case.

Art. VII Remuneration

1. The Principal shall pay the Freight Forwarder a remuneration specified in the Contract. The remuneration according to the previous sentence shall include the remuneration for ensuring the transport of an individual Transported Consignment from the Place of Dispatch to the Place of Destination.

2. The Freight Forwarder shall be entitled to reimbursement of costs pursuant to the provision of § 607 par. (1), second and third sentence of the Commercial Code, unless the Contract expressly provides otherwise.

Art. VIII Invoicing and Payment Conditions

1. The Freight Forwarder shall invoice the agreed remuneration in the manner specified in point 2. The Contracting Parties agreed that the maturity period of the invoice shall be 21 days from the date of its issuance, unless otherwise specified in the Contract.

2. Once the entitlement to the agreed remuneration arises, the Freight Forwarder shall issue invoices for the agreed remuneration. The Freight Forwarder's entitlement to the agreed remuneration arises at the earliest of the following moments:

- a) at the moment of take-over of the Transported Consignment at the Place of Dispatch
- b) on the day of issuance of the consignment note
- c) on the day stated in the wagon list
- d) on the day stated in the notification of transport / notice.

3. Point 1 shall apply mutatis mutandis to billing of costs pursuant to Art. VII point 2, and the entitlement to reimbursement of costs shall arise at the time they are incurred.



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Art. IX Contractual Penalty

1. If the Principal is in delay with the fulfilment of any pecuniary obligation arising from the Contract towards the Freight Forwarder, the Principal shall be obliged to pay the Freight Forwarder a contractual penalty in the amount of 0.05% of the amount due for each, even started, day of delay; the Freight Forwarder's claim for damage compensation to the full extent shall not be affected.

2. If the Principal breaches the obligation of secrecy pursuant to Art. X of the Contract, he shall be obliged to pay the Freight Forwarder a contractual penalty in the amount of EUR 5,000 for each individual breach; the Freight Forwarder's claim for damage compensation to the full extent shall not be affected.

3. If the Principal is in delay with the fulfilment of any pecuniary obligation arising from the Contract, the Freight Forwarder shall be entitled not to arrange any further transport according to the Contract until all due liabilities of the Principal arising from the Contract have been paid.

4. If the sum of unpaid remuneration and costs for so far arranged transport according to the Contract exceeds the amount specified in the forwarding instruction as a "credit limit" (hereinafter referred to as the "Credit Limit"), the Freight Forwarder shall be entitled not to arrange any further transport according to the Contract until the sum of unpaid remunerations and costs is not equal to or lower than the Credit Limit.

5. The Freight Forwarder shall be entitled to reduce or completely cancel the Principal's Credit Limit assigned to him, if during the validity of the Contract occurs a demonstrable deterioration of the economic situation or solvency of the Principal caused by the fact that a bankruptcy is declared on the Principal's assets, or filing for declaration of bankruptcy on the Principal's assets is rejected due to lack of Principal's assets, restructuring was allowed or an actual threat of legitimate bankruptcy on the Principal's assets or a legitimate threat of restructuring arises due to the existence of legal conditions for the commencement of bankruptcy proceedings or proceedings on authorisation of restructuring according to legislation in force, or if another similar process will commence with respect to the Principal's assets, or the Principal has entered into liquidation, or enforcement, that really endangers his solvency in relation to the Freight Forwarder, was initiated against him, or if there are other reasons why the Freight Forwarder considers that the economic situation of the Principal has deteriorated. The Freight Forwarder shall inform the Principal in writing (by e-mail, fax or registered letter) and without undue delay of any change in the amount of the Credit Limit or of its cancellation.

6. The Freight Forwarder shall have the right of retention to the Transported Consignment in order to secure his claims against the Principal; the Freight Forwarder shall notify the Principal of the retention of the Transported Consignment without undue delay after its retention. The Principal shall bear the costs associated with taking care and storage of the retained Transported Consignment.

Art. X Obligation of Secrecy

1. The Contracting Parties undertake to keep secrecy of confidential information (point 2); this obligation of the Contracting Parties shall not be limited in time.

2. Confidential Information shall mean any facts, information and data relating to this Contract including its annexes and potential amendments, negotiations on the Contract, potential negotiations on its annexes or amendments and relating to or associated with the Contracting Parties, except of:

- a) information which is publicly known on the day of signing this Contract or which can already be obtained on that day from commonly available sources,
- b) information which becomes publicly known after the day of signature of this Contract or which can already be obtained after that day from commonly available sources, for reasons other than as a result of a breach of the Contracting Party's obligation to maintain secrecy under this Article,
- c) information the nature of which indicates that the Contracting Party is not interested in keeping it confidential, unless the Contracting Party expressly designates it as confidential,

(hereinafter referred to as "Confidential Information").



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3. The obligation to maintain secrecy about the Confidential Information shall not apply to
 - a) cases where a Contracting Party discloses Confidential Information with the prior written consent of the other Contracting Party,
 - b) cases where the law obliges the Contracting Party to provide Confidential Information,
 - c) cases where the Contracting Party uses the necessary information or documents in any judicial, arbitration, administrative and other proceedings with respect to the rights and obligations arising from or in connection to this Contract.
4. The Contracting Parties undertake not to further provide Confidential Information to third parties, including the Consignee and the Carrier, nor to allow access of third parties, including the Consignee and the Carrier, to Confidential Information without the prior written consent of the other Contracting Party.
5. For the purposes of point 4, a third party shall mean any person other than the Freight Forwarder, the Principal, the Consignee, the consignor, the Carrier or a member of bodies of the Contracting Parties, an employee or other authorised person of the Contracting Parties, the auditor or legal and other advisers of the Contracting Parties, who are, with regard to the Confidential Information made available to them, bound by the obligation of secrecy on the basis of the law or the Contract, and other person to whom Confidential Information needs to be provided for proper fulfilment of obligations or exercise of the rights arising from the Contract.

Art. XI Service of Documents

1. The Contracting Parties agreed that any document served in connection with the Contract shall be considered as delivered to the other Contracting Party, in the case of service by
 - a) fax, at the moment of printing out a confirmation on dispatch of a fax from the fax machine used by the Principal as the sender confirming the delivery of the sent document to the fax number of the Freight Forwarder as the recipient, and from the fax machine used by the Freight Forwarder as the sender confirming the delivery of the sent request to the fax number of the Principal as the recipient; or
 - b) electronic mail (e-mail), on the day of its dispatch, unless proven otherwise, or
 - c) post, courier or in the case of personal delivery, by delivery of the document to the addressee, provided that in the case of service by post, the document must be sent by registered mail with a delivery note proving delivery to the address determined in accordance with point 4 of this Article of the Contract. In the case of service by other means than by post, the document may also be delivered at a place other than the address determined in accordance with point 4 of this Article of the Contract, if the Contracting Party resides at this place at the time of delivery. As the day of delivery of a document shall also be considered the day on which the Contracting Party, which is the addressee, refuses to accept the document being delivered, or the third day from the day of depositing the consignment, which is delivered by post to the Contracting Party, at the post office, or the day on which a note "addressee has moved out", "the addressee is unknown" or another note of similar meaning is demonstrably marked on the consignment, which is delivered by post to the Contracting Party, by an employee of a post office, if, at the same time, such a note is based on the truth or, in the case of delivery by a courier or personal delivery, also the day on which the consignment was not delivered to the addressee due to the reason that the addressee was not present.
2. For the purposes of delivery by post shall be used, in the case of the Freight Forwarder, the address of registered office specified in point 1 of this Article, and, in the case of the Principal, the address of registered office specified in the Contract, unless the addressee of the document notifies the sending Contracting Party in writing of a new address of registered office or of other new address intended for service of documents. In the case of any change in the address intended for service of documents under the Contract or in connection with the Contract, the relevant Contracting Party undertakes to immediately inform the other Contracting Party in writing of the change of address; in such a case, the address decisive for service shall be the new address duly notified to the Contracting Party prior to the dispatch of document; the same applies in the case of a change in the fax number and electronic mail (e-mail), as well as in the case of a change of the appointed representatives.
3. At the same time, the Contracting Parties agreed that documents relating to the termination or amendment of the Contract must be delivered exclusively by post as a registered mail with a delivery note.

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4. The Principal undertakes to notify the Freight Forwarder of his own contact details to the extent specified in point 1 without undue delay after the conclusion of the Contract if such details are not provided for by the Contract.

Art. XII Duration of Contract

1. The Contract shall be concluded for an indefinite period, unless stated otherwise.
2. The contractual relationship established by the Contract may be terminated by a written agreement of the Contracting Parties, by notice of termination pursuant to point 3 of this Article or by withdrawal from the Contract pursuant to point 4 of this Article of the GBTC.
3. The Freight Forwarder may terminate the Contract by notice of termination for any reason or without giving a reason. The notice period shall be 1 month. The notice of termination must be in writing and must be delivered to the other Contracting Party, otherwise it is invalid. The notice period shall start to run on the first day following the delivery of the notice of termination to the other Contracting Party.
4. The Freight Forwarder shall be entitled to withdraw from the Contract for the following reasons:
 - a) if, in accordance with the relevant legal regulations, the bankruptcy is declared on the Principal's assets or if restructuring is authorised or if an actual threat of legitimate bankruptcy on the Principal's assets or a legitimate threat of restructuring arises due to the existence of legal conditions for the commencement of bankruptcy proceedings or proceedings on restructuring according to legislation in force, or
 - b) if the Principal's company enters into liquidation, or
 - c) if the Principal breaches the provisions of the Contract and fails to remedy the breach even in additional reasonable period, not shorter than 10 days, which the Freight Forwarder determines for this purpose in his written request,
 - d) if the Principal repeatedly, i. e. more than once, breaches the Contract (and such breaches do not have to exist at the same time) or breaches more than one Contract (and such breaches do not have to exist at the same time).
5. Withdrawal from the Contract must be in writing, must be delivered to the other Contracting Party and must include the specific reason for withdrawal, otherwise it is invalid. By withdrawal from the Contract, the Contract shall terminate as of the day of delivery of the withdrawal to the other Contracting Party.
6. If the Freight Forwarder is entitled to withdraw from one Contract concluded with the Principal, the Freight Forwarder shall also be entitled to withdraw from any other Contract concluded between the Freight Forwarder and the Principal.
7. If any of the cases of Force Majeure occurs and this prevents the Principal or the Freight Forwarder from performing the Contract for more than 15 days, the Freight Forwarder shall be entitled to withdraw from the Contract.
8. Fulfilment of the obligation the breach of which gave rise to the Freight Forwarder's right to withdraw from the Contract, does not lead to cessation of the Freight Forwarder's right to withdraw from the Contract and thus provision of § 349 par. (2) of the Commercial Code shall not apply in such a case. The Freight Forwarder shall always have the right to withdraw from the Contract as a whole unless he specifies otherwise in the withdrawal. Unless expressly stated otherwise in the Contract, the Freight Forwarder shall always be entitled to withdraw from the Contract, in the cases specified in the Contract and the GBTC, without providing an additional period for fulfilment and without prior notice.
9. The provisions of the GBTC and the Contract do not affect other rights of the Freight Forwarder to terminate the Contract arising from the relevant legal regulations.

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Art. XIII

Declarations of the Principal

1. Subject to the terms of these GBTC as well as the Contract itself is a successful verification of the Principal from Compliance and KYC processes point of view. By entering into the Contract and performance under its conditions, the Principal confirms and agrees to the following:
 - a. Data provided by the Principal during the KYC check (including but not limited information on Ultimate Beneficial Ownership, Politically Exposed Persons, sanctions etc.) are correct, complete and not misleading in any form (hereinafter for the purposes of this Article as the "Data"),
 - b. the Security Council of the United Nations, European Union, member state of the OECD, USA Ministry of Foreign Affairs or USA Ministry of Finance (OFAC) or any other governmental body with similar authorisation (hereinafter as the "Sanction Authorities"), have not imposed, administered or applied any economic, financial or any other sanctions, commercial embargos or any other limiting measures towards the Principal or any of its deliveries (whether goods or services), any of its controlled and/or controlling entities and/or a person acting on behalf of the Principal and/or any of its controlled and/or controlling entities, and that it is not anyhow connected, whether directly or indirectly, into business or other actions with persons or entities listed by Sanction Authorities as sanctioned persons and/or entities,
 - c. the Principal, any of its controlled and/or controlling entities and/or a person acting on behalf of the Principal and/or any of its controlled and/or controlling entities, is not involved in any activity which may result in money laundering (including but not limited disposal with an illicit source of funding or similar) and/or terrorist financing and it is not involved in any activity which could result in breach of valid anti-corruption legislation whereas for such purposes it has implemented effective internal processes and measures, including risk assessment processes to abstain from such activities,
 - d. the Principal, its controlled or controlling entities and/or persons acting in the name of the Principal or in the name of its controlled or controlling entities persons shall not be a participant of any transaction (including granting or accepting of any goods or service), which by its purpose or as a result of directly or indirectly circumvent or breaches any sanctions.

2. Any change and/or update with respect to the Data shall be announced in writing to the Freight Forwarder without undue delay but within 30 days following such change and/or update at the latest, the same shall apply to any change with respect to sanction status whereas such change shall be announced in writing to the Freight Forwarder without undue delay, in any case not later than 3 days from acknowledging such fact.

3. Any breach of the obligation and/or failure of any of the above shall be considered as significant breach of the Contract and may result in suspension and/or termination of deliveries or any other services or goods to be provided including termination of the Contract itself unless mitigation is secured by the Principal and announced in writing to the Freight Forwarder prior to delivery of the termination notice to the Principal.

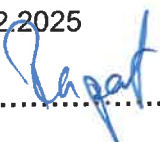


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**Art. XIV
Common and Final Provisions**

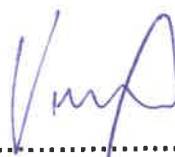
1. The Contract may be amended only upon written agreement of the Contracting Parties.
2. Annex no. 1 - Specimen of forwarding instruction forms an integral part of these GBTC.
3. The Contracting Parties agreed that the legal relations not regulated in detail by the Contract and by the GBTC shall be governed by the provisions of the Commercial Code.
4. The contractual relationship established by the Contract shall be governed by the legal order of the Slovak Republic. In the case of conclusion of a Contract with a foreign element, this provision shall represent a freedom of choice within the meaning of provision of Article 3 of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I).
5. The Contract shall constitute the entire agreement between the parties in connection to and with respect to the transactions foreseen by the Contract and the relationships established by the Contract and shall supersede all prior oral and written agreements or arrangements between the Contracting Parties.
6. If some provisions of the Contract or the GBTC are not effective in whole or in part or later expire, this does not affect the validity of other provisions. Instead of ineffective provisions and in order to fill in the gaps, such regulation shall be applied which, as far as legally possible, is as close as possible to the meaning and purpose of the Contract and the GBTC, provided that the Contracting Parties have taken this issue into account when concluding the Contract.
7. During the circumstances of Force Majeure the Freight Forwarder is not in breach with the fulfilment of its obligations under Contract.
8. The Contracting Parties agreed that disputes arising from the Contract, including disputes concerning its validity, interpretation or cancellation, shall be resolved before the Arbitration Court of the Slovak Chamber of Commerce and Industry in Bratislava in accordance with its basic internal legal regulations. The Contracting Parties also agreed that the dispute shall be settled by three arbitrators appointed in accordance with the Rules of Procedure of the Arbitration Court. The Contracting Parties undertake to submit to the arbitral award and arbitral award shall be binding on the Contracting Parties.
9. The Principal shall not be entitled to assign any rights or obligations arising from the Contract or established in any connection with it without the prior written consent of the Freight Forwarder. At the same time, the Principal shall not be entitled, without the prior written consent of the Freight Forwarder, to set off his claim/receivable towards the Freight Forwarder, arising in connection with the performance of the Contract or in any connection therewith, or any other claim/receivable he has towards the Freight Forwarder, against the Freight Forwarder's claim/receivable towards the Principal.
10. If a third party asserts any claim against the Freight Forwarder as a result of a breach of the Contract by the Principal, the Principal undertakes to immediately satisfy such claim instead of the Freight Forwarder or, if this is not possible for any reason, reimburse the Freight Forwarder for all related costs.
11. The GBTC in the wording in which they were published on the Seller's website www.railtrans.eu on the day of the conclusion of the relevant Contract form an integral part of each Contract. The Freight Forwarder shall be entitled to unilaterally change the GBTC; any change to the GBTC shall be effective against the Principal and shall become an integral part of the Contract on the day of its publication on the Freight Forwarder's website www.railtrans.eu.
12. In the case of discrepancies between the arrangements included in the Contract and the arrangements included in the GBTC, the arrangements included in the Contract shall prevail.

Bratislava, 01.12.2025



Roman Rapant,

Member of the Board of Directors of RTI



Tomáš Vavrák,

Member of the Board of Directors of RTI



