

**GENERAL TERMS AND CONDITIONS**  
**INTERPORT SERVIS s.r.o.**



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Areál prekladisko Haniska  
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# General terms and conditions of INTERPORT SERVIS s.r.o.

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## 1. List of used abbreviations

**CIM** – Uniform legal regulations for the contract on the international carriage of goods by rail, Appendix B to the Convention on the international carriage of goods by rail

**COTIF** – The Convention concerning International Carriage by Rail

**EUR** - Euro

**IS** - INTERPORT SERVIS s.r.o.

**CRN** – company registration number

**CC** – Commercial Code

**PGV** – The Agreement on use of freight wagons in international traffic

**RID** – The Regulation concerning the International Carriage of Dangerous Goods by Rail (Appendix C to the COTIF Convention)

**RIV** - Marking on the wagon that complies with the Technical Uniformity in the Railway Sector, UIC decrees and all provisions in international rail transport

**SMGS** – The Agreement concerning the international carriage of goods by rail

**SR** – Slovak Republic

**TR 1** – Tariff for the Carriage of Wagon Loads

**UTI** - Intermodal transport unit

**GTC** – General Terms and Conditions



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## 2. Field of application

These terms and conditions apply to all agreements on services provided by INTERPORT SERVIS s.r.o. (abbreviation "IS") within its activity.

Agreements deviating from these terms and conditions require a written form. Terms and conditions of the customer that contradict each other will not be accepted.

In addition to these terms and conditions, the customer must comply with the provisions applicable under national legislation, especially customs regulations.

## 3. Services of INTERPORT SERVIS s.r.o.

INTERPORT SERVIS s.r.o. provides the following services:

1. roadside center with customs declaration services with continuous operation,
2. public customs warehouse services,
3. as part of the storage of goods, we offer short-term and long-term storage of goods, cargo and intermodal transport units (UTI), both loaded and empty, including ensuring the protection of goods, cargo and UTI,
4. records of receipt, issue and storage of goods, cargo and UTI, including checking their integrity, transport documents and overall responsibility for goods, cargo and UTI during their presence in the terminal,
5. transshipment of goods, cargo (direct, with transshipment) and intermodal transport unit (UTI) between individual modes of transport and between means of transport and storage areas,
6. storage in a large-capacity stacker,
7. the possibility of creating a container depots,



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8. completion of complete shipments.

INTERPORT SERVIS s.r.o. can also provide additional services based on its decision or based on a special agreement with the customer:

1. revisions, UTI repairs, carriage repairs,
2. customs services,
3. food and veterinary protection services,
4. banking services,
5. lease of office and operating premises to operators of intermodal transport, carriers who work for transport passing through INTERPORT SERVIS s.r.o., or other entities that perform other services at INTERPORT SERVIS s.r.o.,
6. and other services related to basic or additional services.

#### 4. Definitions of terms

For the purposes of these GTC:

**Intermodal transport units (UTI)** are especially:

- sea containers in accordance with ISO standards
- exchangeable superstructures
- manipulatable road semi-trailers
- double trailers
- other road vehicle suitable for intermodal transport

**Intermodal transport** – transport by several modes of transport using one and the same cargo unit of combined transport without manipulation of the contents during transport.



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**With outdoor transshipment** goods of any kind can be transshipped on an outdoor area.

**Internal transshipment** carries out the unloading of goods in internal spaces.

**Outdoor storage** allows goods to be stored on free reinforced storage areas or ramps. The type of stored goods is subject to storage under the open sky, which practically excludes the storage of perishable goods.

**Indoor storage** is covered storage.

**Customs - declaration services** (subject to a separate contract)

- issue of JCD, JCDD, DCH, DCHd, CMR, EUR 1, TIR, CIM ....
- representation in customs proceedings
- providing a guarantee for customs debts
- consultancy in the customs area
- customs clearance of railway consignments during import and export
- notification of the movement of your goods

**The freight forwarder** means an entrepreneur who is holder of a license authorizing him to operate the trade “freight forwarding” based on the required legal qualifications for this profession as stated in the trade law. In operating this trade he undertakes in the contract of freight forwarding to procure for his customer the transport of goods in his own name but on the customer’s account from a certain place to another certain place (§ 601/1 CoC) . The freight forwarder may also undertake to procure, arrange or to effect other auxiliary services connected with the transport, provided these services are within the scope of his business activities. The main commercial contact in national and international business is the contract of sale between the seller and the



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buyer. International contracts of sale usually contain the trade terms INCOTERMS. Depending on the chosen trade term, the seller or the buyer can be considered as shipper and is therefore obliged to conclude a freight forwarding contract with a carrier. The shipper usually assigns a specialist with this task – a freight forwarder.

**The customer** means a person (juristic or natural) who orders the procurement of the transport with the freight forwarder, eventually also other auxiliary services in connection with the transport, and for this purpose concludes a contract of freight forwarding with the freight forwarder and in the matter of other services the respective further contracts.

**The procurement of transport** means the obligation of the freight forwarder, namely: to determine suited means and route of transport; to choose suited carrier and conclude with him a contract of carriage in his own name but on the account of the customer, eventually, on specific instruction of the customer, to conclude other contracts connected with the transport.

**The carrier** means an entrepreneur who under the contract of carriage has an obligation to the consignor (shipper) to carry the consignment for remuneration from a certain place (the place of dispatch) to another place (the place of destination). The carrier actually performs the carriage of the goods.

The freight forwarder becomes **the customer's representative** in his position as consignor (shipper), when under the mandate contract he is acting at the conclusion of the contract of carriage in the name of the consignor (the shipper). In this case the participant of the contract of carriage as consignor (the shipper) will be the customer, not the freight forwarder.



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The freight forwarder acts as **intermediary of transport**, when under a brokerage contract he undertakes for remuneration to engage in activities aimed at enabling his customer to conclude with a certain carrier the contract of carriage alone and in his own name (§ 642 et seq. CoC). Intermediation is a free trade.

**The consignor** is a legal entity operating on the basis of a trade licence or a natural person who submits a wagon consignment for transport.

**The customer** is a legal entity, a natural person doing business on the basis of a trade license or a natural person who sends an order to INTERPORT SERVIS s.r.o. with all the necessary data in written form either via an electronic interface or by e-mail. After agreeing the price offer and concluding the contract with INTERPORT SERVIS s.r.o. the orderer becomes a customer.

**Detention (delayed) of wagons:** charge for delaying a wagon due to causes on the part of the carrier (customer) or at his request. If the customer, or the carrier requests that the wagons are not delivered, or did not pull away at the agreed time, but to stay on the tracks owned or managed by INTERPORT SERVIS s.r.o. until further notice. The detention charge is applied not only on tracks owned or managed by INTERPORT SERVIS s.r.o. but anywhere during the transport, if the carrier evaluates that further transport of wagons is not possible, is dangerous, due to weather conditions, force majeure (force majeure is further regulated in the point 20 GTC) or other reasons, and the wagons must be stopped/detained.

**Stay (standing) of wagons:** charge for the stay of railway wagons (free circulation wagons) during loading, transshipment or unloading on lines owned or managed by INTERPORT SERVIS s.r.o.



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**Wagon shunting:** is any intentional movement of a railway vehicle (wagon) except for the movement of a train. That's a move.

**Storage of wagons:** storage of wagons is accepted by INTERPORT SERVIS s.r.o. only on the basis of an individual agreement and an approved price offer. Otherwise, a detention or standing fee will be charged.

**The consignment note (CIM/CUV)** – a form of a specified pattern and dimensions, which serves as a document for concluding a contract of carriage for the carriage of a consignment of wagons. It is issued by the carrier.

**Accompanying documents** - all documents that accompany the wagon consignment to the station of arrival and form an attachment to the consignment note. They shall be entered in the consignment note and the consignor shall be responsible for their accuracy. These are e.g.: declaration of the quality of the goods, etc.

**CIM** - uniform legal regulations for the Contract for the International Carriage of Goods by Rail (Appendix B to COTIF)

**Wagon** – a rail vehicle on its own wheels intended for the transport of goods (things).

**Group of wagons** - a group of 2 or more wagons loaded with the same type of goods from one consignment station from one consignor, destined to one consignee at one destination station and filed under one consignment note. An attachment to the consignment note is the list of wagons.

**Goods / cargo** – a thing or set of things that the carrier has taken over from the consignor for transportation.



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**Force majeure (vis maior)** - force majeure means an obstacle which has arisen independently of the will of the obliged party and prevents it from fulfilling its obligation, if it cannot reasonably be assumed that this party would have averted or overcome this obstacle or its consequences and that it would have foreseen this obstacle at the time when the obligation arose.

## 5. Conditions for the execution of orders

For the proper execution of orders through INTERPORT SERVIS s.r.o. it is necessary for the customer to send the order with all the necessary data in written form either via an electronic interface or by e-mail. In case of incomplete data on the order, the order cannot be completed and a valid order will not be concluded.

The order must be sent in sufficient time in advance and in accordance with the conditions that must be agreed by the company INTERPORT SERVIS s.r.o. and only in writing, so that the implementation can be carried out during the operating hours of INTERPORT SERVIS s.r.o.. Upon submission of an order sent on time with all the necessary data, the order will be between the customer and INTERPORT SERVIS s.r.o. validly concluded on the basis of these GTC.

The customer is also obliged to send all instructions (SMGS, CIM/CUV) for the trains in the agreed manner to INTERPORT SERVIS s.r.o. In case of non-compliance with sending the instructions, the customer undertakes to reimburse INTERPORT SERVIS s.r.o. for the costs incurred in connection therewith.

Violation of the order execution conditions (e.g. non-delivery or not pulling the train according to the assigned train time slot) results in activities beyond the scope of the



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agreed performance according to the order, for which the incurred extra costs will be charged.

## 6. Execution and changes of orders

The execution of the order can be carried out as long as the conditions of execution granted by the company INTERPORT SERVIS s.r.o. are observed by the carrier/customer (in particular compliance with the allocated time slots for individual as well as complete trains, etc.). If the carrier/customer fails to deliver the train according to the assigned and terminal-confirmed slot properly and on time, this slot is forfeited without compensation and a replacement slot must be requested. If the carrier/customer does not comply with these conditions, the company INTERPORT SERVIS s.r.o. will take the measures that appear to be the best for the customer. The costs of these measures are borne by the customer.

A change of order is generally permissible, but this will be regulated in more details in a separate contract and price offer. The change of the order must be made in writing by the customer and must also be confirmed by INTERPORT SERVIS s.r.o., otherwise the change agreement will be considered invalid.

Shipments containing hazardous substances belonging to the following hazard classes/categories are excluded from implementation:

- Class 1: Explosive substances and objects
- Class 6.2: Infectious substances
- Class 7: Radioactive material
- hazardous substances with classification codes D, DT, SR1, SR2, PM1, PM2, P2



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## 7. Obligations of the customer

The customer must provide INTERPORT SERVIS s.r.o. with all data and accompanying documents necessary for translation and storage in written or electronic form in time before the start of the delivery upon receipt of the goods, cargo, UTI. Furthermore, he must ensure that the cargo is loaded safely in terms of transport and operation (correct weight distribution, properly secured, etc.).

If the goods, cargo, UTI, due to its special characteristics, requires special care during transshipment or storage, the customer must inform INTERPORT SERVIS s.r.o. about it, specifying the specifics, in good time before commencement of the delivery. If special handling by INTERPORT SERVIS s.r.o. is not possible, the customer must take or cause to be taken the measures necessary for safe handling and must take over the relevant goods, cargo.

Before the delivery of goods, cargo, UTI, from which, based on its specific characteristics, risks may arise during transshipment, during the provision of further transportation or during storage, the customer must notify INTERPORT SERVIS s.r.o. in writing of the exact type of risk and, if necessary, the measures taken, in good time before the start of delivery. If the handling of dangerous goods is subject to special legal or official provisions, the customer is obliged to ensure compliance with these provisions. Only INTERPORT SERVIS s.r.o. may carry out transshipment of dangerous goods subject to special legal or official provisions, **these goods may not be stored**. If storage is explicitly required, it is carried out at the cost and responsibility of the customer. The company INTERPORT SERVIS s.r.o. in this case, it does not assume any costs and liability for storage in the nearest terminal for dangerous goods.



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If the company INTERPORT SERVIS s.r.o. upon delivery, discovers obvious technical or any other deficiencies of the goods, cargo, UTI preventing proper and safe handling or transport, it may refuse to accept and further transport. If deficiencies become apparent after taking over the goods, cargo, UTI, INTERPORT SERVIS s.r.o. shall, if possible, request instructions from the Customer.

If it does not obtain them, INTERPORT SERVIS s.r.o. will take the measures that seem to be in the best interest of the customer. The costs of these measures shall be borne by the customer.

## 8. Transshipment

Transshipment of goods, cargo, UTI from all road, rail means of transport and sea containers to warehouse (internal / external) and vice versa or direct transshipment between all means of transport or UTI. Transshipment is carried out using special equipment designed for this purpose.

The transshipment begins as soon as the loading equipment of the transshipment equipment is lowered to goods, cargo, UTI. The transshipment ends as soon as the loading equipment of the transshipment equipment is released from the goods, cargo, UTI, is raised and is separated from the goods, cargo, UTI.

When loading the UTI, the Customer (or its authorised person) undertakes to release the twist locks between the road vehicle and the UTI and to ensure that the UTI can be removed without risk. When picking up, i.e. loading the UTI onto the semi-trailer truck, the customer or a person authorised by the customer (i.e. the carrier) undertakes to put the twist locks on the road vehicle in the correct position for loading UTI.



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The transshipment will be carried out by the employees of INTERPORT SERVIS s.r.o. using their equipment. INTERPORT SERVIS s.r.o. is entitled to carry out the transshipment by a third party or by using someone else's equipment. The customer and the person authorised by the customer undertake to monitor and participate in the transshipment, if necessary.

In the event that the road, rail means of transport or sea container does not have the technical parameters / characteristics to be able to unload or transship the goods, the customer is responsible for all additional costs associated with it.

## **Condition of Railway Wagons and the Right to Refuse Transshipment**

The Customer is obliged to ensure that railway wagons delivered for transshipment, unloading or loading to the terminal of INTERPORT SERVIS s.r.o. are clean, dry and free of residues of previous cargo, without any contamination, in particular chemical, biological, food-related or other contamination endangering human health, property or the environment, and that they are in a technical condition allowing proper, safe and smooth handling and transshipment. The wagons must not show any mechanical damage that could affect safety, the transshipment process or the quality of the goods.

Mechanical damage to a wagon shall mean in particular, but not exclusively, leakage of discharge openings, flaps, closures or doors, malfunction of discharge, closing or safety mechanisms, deformation of load-bearing or functional parts of the wagon, as well as any technical condition that may lead to leakage of cargo or endanger the safety of persons, equipment or the environment.



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If a wagon does not meet the above conditions, INTERPORT SERVIS s.r.o. shall be entitled to refuse the transshipment, unloading or loading of the wagon, refuse its acceptance for handling or further transport, suspend an already commenced handling operation if the deficiencies are discovered subsequently, require the rectification of the wagon's condition at the Customer's expense, or take other measures deemed necessary in the interest of safety, protection of property or smooth operation of the terminal.

All costs, delays and charges incurred as a result of a contaminated, insufficiently cleaned, polluted or mechanically damaged wagon shall be borne in full by the Customer in accordance with Article 16 of these GTC, in particular detention charges, standing charges, costs of shunting, siding or relocation of the wagon, technological downtimes and extraordinary safety, decontamination or cleaning measures.

The exercise of the rights of INTERPORT SERVIS s.r.o. under this Article shall not give rise to any claim by the Customer for compensation of damages, loss of profit or any other claims against INTERPORT SERVIS s.r.o.

## 9. Continuous storage depending on transportation

Goods, cargo, UTI are stored after the unloading from the rail vehicle or road vehicle on the operating territory of the INTERPORT SERVIS s.r.o. terminal, if it is possible and necessary from the point of view of operation. Storage is carried out outdoors or indoors. The Customer must take care and bear the risk that the goods, cargo, UTI can be left outdoors without causing damage.



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Transport of ADR/RID consignments is only possible in transit, storage of such consignments at the INTERPORT SERVIS s.r.o. terminal is prohibited. In import, the ADR/RID shipment must be dispatched on the day of receipt to the terminal, only in the case of receipt of such a shipment after 12:00 a.m. on a given day it may be picked up from the terminal the following day, but no later than 10:00 a.m. In export, an ADR/RID consignment may be received to the terminal only on the day of departure of the train from the terminal.

## 10. Check of goods, cargo, UTI

Goods, cargo, UTI are checked upon receipt only for their ability to transport, i.e. by a simple visual check in the available places, recognizably serious deficiencies are checked (the so-called "check"). Deficiencies are considered to be serious, which are clearly reflected in the ability to transport and the functionality of the goods, cargo, UTI. If goods, cargo, UTI are taken over by INTERPORT SERVIS s.r.o. without complaints, they are transportable at the moment of acceptance and there are no recognizable serious defects in the available places.

Each subsequent inspection of the goods, cargo, UTI upon receipt (so-called "detailed inspection" and seal inspection) requires a separate agreement between the customer and INTERPORT SERVIS s.r.o. In the absence of such an agreement, INTERPORT SERVIS s.r.o. shall take such measures as appear to it to be in the best interests of the customer. The costs of these measures shall be borne by the customer.

Complaints must be in writing and must be sent to INTERPORT SERVIS s.r.o. Complained deficiencies must be documented by the customer or a third party authorized by the customer through appropriate measures at the time of



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handover/acceptance of the goods. Once the goods have been received, complaints made by the customer will no longer be accepted.

If the goods, cargo, UTI are not ready for transport, the company INTERPORT SERVIS s.r.o. may refuse acceptance.

## 11. Customs

The customer is responsible for compliance with customs and other administrative regulations.

## 12. Customs inspection

The seizure or execution of other public law measures shall not affect the rights of INTERPORT SERVIS s.r.o. against the customer. The customer shall remain a contractual partner of INTERPORT SERVIS s.r.o. and shall be liable, even for multiple costs which are not his fault. The customer shall also be liable for all consequences and costs arising from such events. Any claims of INTERPORT SERVIS s.r.o. against the state or any other third party shall not be affected thereby.

## 13. Reports

If the customer regularly receives reports from INTERPORT SERVIS s.r.o., he is entitled to object in writing to the content of the report immediately after receiving it. After 24



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hours after the forwarding of the report, the customer's objections will no longer be accepted.

#### **14. Basis of prices**

INTERPORT SERVIS s.r.o. reserves the right to change prices accordingly if increased costs have been incurred after the conclusion of the contract, especially on the basis of tariff agreements, changes in the prices of materials, energy, insurance premiums and transshipment tariffs. INTERPORT SERVIS s.r.o. will inform the Customer of price changes.

#### **15. Liability of the customer**

The customer shall be liable for the careful selection of the freight forwarder/carrier appointed by him as well as for any damages arising from the fact that the freight forwarder/carrier appointed by him is not sufficiently insured or does not comply with the provisions set out in these GTC. The customer shall be liable to the company for all damages arising from incorrect, inconsistent or incomplete data provided in the loading list or in other forms, applications or EDI (Electronic Data Interchange) messages.

If a specific date is agreed for the provision of the service and the customer does not accept the service within that date for a reason arising on his part, he shall be liable for all costs/expenses so incurred, in particular for the costs of providing staff and operating facilities.

In other matters, the customer shall be liable for any culpable breach of duty. The customer shall also be liable for the fault of its principals, assistants in the performance and execution of its obligations or any other persons who, within the



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framework of a contractual relationship with it, have access to the terminal or have or have otherwise had access to the goods/cargo, UTI, which have been transhipped at its order.

## 16. Fees, costs and tariffs

INTERPORT SERVIS s.r.o. is entitled to charge all fees, costs and tariffs from carriers to the customer. In addition, a processing administration fee of 70,- EUR will also be charged.

This mainly concerns e.g. RIV/PGV rental, charges for the stay of railway wagons (wagons in free circulation) during loading, transshipment or unloading, or other charges for delays other than the stay of wagons, fees charged according to the valid tariff TR1 ZSSK Cargo.

### Charges for detention of wagons (delayed)

Charge for delaying a wagon due to causes on the part of the carrier (customer) or at his request. If the customer, or the carrier requests that the wagons are not delivered, or did not pull away at the agreed time, but to stay on the tracks owned or managed by INTERPORT SERVIS s.r.o. until further notice. The detention charge is applied not only on tracks owned or managed by INTERPORT SERVIS s.r.o. but anywhere during the transport, if the carrier evaluates that further transport of wagons is not possible, is dangerous, due to weather conditions, force majeure (force majeure is further regulated in the point 20 GTC) or other reasons, and the wagons must be stopped/detained.

The same principle applies whenever transport is prevented or interrupted for reasons on the part of the customer / carrier.



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Charges, including any increases, are payable:

- for private wagons, wagons of other railway undertakings / free circulation wagons on tracks belonging to or managed by INTERPORT SERVIS s.r.o. or anywhere during the transport if the carrier evaluates that further transport of wagons is not possible, is dangerous, due to weather conditions, force majeure (force majeure is further regulated in the point 20) or other reasons and the wagons must be stopped/detained.
- for private wagons, wagons of other railway undertakings / free circulation wagons which have been left or deliberately placed on the tracks (owned or managed by INTERPORT SERVIS s.r.o.) or anywhere during transport by other railway undertakings transporting wagons to/from Slovakia in free access.
- if INTERPORT SERVIS s.r.o. is requested to perform first and last mile services for other railway undertakings and if the order has been terminated and the wagons are not taken over by these railway undertakings.

## **Charges for stay of wagons (standing)**

Charges for the stay of railway wagons (free circulation wagons) during loading, transshipment or unloading on lines owned or managed by INTERPORT SERVIS s.r.o. according to the valid tariff TR1 of ZSSK Cargo.

## **Wagons with excessively long periods of detention / stay**

The company INTERPORT SERVIS s.r.o. has the possibility to move wagons with an individual total detention / stay of 7 calendar days or longer to another location



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determined by INTERPORT SERVIS s.r.o., especially in situations where these excessive detention / stay periods could affect the daily operation and transportation at the INTERPORT SERVIS s.r.o. terminal.

### **Charges for shunting of wagons and pick-up of wagons**

Charges for shunting and placing the wagon for loading and unloading (unless otherwise contractually agreed).

90 EUR/wagon - arrival and departure of broad gauge wagons, the price is updated according to the price list published on the website of INTERPORT SERVIS s.r.o,

90 EUR/wagon - arrival and departure of EU wagons, the price is updated according to the price list published on the INTERPORT SERVIS s.r.o. website.

In case of a joint agreement between the company INTERPORT SERVIS s.r.o. and a customer interested in the completion of trains or a group of wagons, it is possible to complete trains or a group of wagons on tracks owned or managed by INTERPORT SERVIS s.r.o.

- An institution requesting a pick-up service must specify in a written request which wagons are to be picked up.

The cost of 90,- EUR per wagon is invoiced to the instance requesting the wagon pick-up service (the price is updated according to the price list published on the INTERPORT SERVIS s.r.o. website).

### **17. Liability of INTERPORT SERVIS s.r.o.**

INTERPORT SERVIS s.r.o. shall not be liable for damages/costs arising from improper cooling or non-cooling of refrigerated containers, insofar as they are caused by



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incorrect, incomplete and/or inconsistent temperature data, or by reporting the container to INTERPORT SERVIS s.r.o. without complying with these GTC.

The company INTERPORT SERVIS s.r.o. is in no way liable for damages, or costs from possible downtimes that arise in the terminal as part of activities related to transshipment. INTERPORT SERVIS s.r.o. is exclusively liable within the meaningful and subsidiary applied, valid General Forwarding Conditions of the Association of Logistics and Forwarding of the Slovak Republic.

Any other liability of INTERPORT SERVIS s.r.o. is excluded in any case, unless otherwise stated in these GTC.

#### **18. Liability to third parties**

INTERPORT SERVIS s.r.o. shall not be liable for any damages to a third party with whom the customer has entered into a contract of carriage, forwarding or warehousing, through an agreement with a third party.

#### **19. Liability for damage to the customer's or a third party's means of transport**

INTERPORT SERVIS s.r.o. shall be liable for damages to vehicles, wagons or other items of the customer or a third party, which are operated by the customer / carrier when taking over or picking up the cargo, only if the fault of its employees has been proven and the damage has been reported to INTERPORT SERVIS s.r.o. without delay. Liability is limited to material damage, unless the damage was caused intentionally or through gross negligence.



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The customer and INTERPORT SERVIS s.r.o. assumes that UTI and vehicles generally show signs of use and other minor damage. Minor damage is damage that does not have an obvious effect on the transportability and functionality of the container/vehicle. In order to ensure the implementation of UTI transshipment in the context of the interest of both parties, such minor damages will not be recorded as part of the inspection and will not be mentioned in the inspection report. Therefore, the fact that minor damage was not noted in the inspection report produced on acceptance by INTERPORT SERVIS s.r.o. does not mean that the damage occurred after acceptance by INTERPORT SERVIS s.r.o.

The above paragraph does not apply if the customer has agreed with INTERPORT SERVIS s.r.o. on a "detailed inspection".

## 20. Force majeure

If force majeure circumstances occur, then INTERPORT SERVIS s.r.o. shall not be in breach of its duties and obligations under the contract or under the law as long as its ability to perform these obligations continues to be affected by the force majeure circumstance.

Damages/costs and/or delays incurred as a result of force majeure shall exclude the claim for damages/costs asserted against INTERPORT SERVIS s.r.o. It also does not exclude the customer's obligation to fulfil all obligations to INTERPORT SERVIS s.r.o. and to pay any charges that arise.

Circumstances of force majeure are mainly, but not exclusively, war events, political and social unrest (declared and undeclared war, blockade, civil war, revolution, rebellion, insurrection, strike, collapse, looting, sabotage, use of mines, torpedoes,



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bombs and similar destructive forces), interventions of state or similar power whether recognised or not (in particular seizure, lockout and prohibition of activities not caused or provoked by the contracting party) natural disasters (in particular epidemics, pandemics, floods, fires, explosion, storm - more than 60 km/h, strong winds, storm, flood, lightning, frost, rain insofar as there is a risk of damage to the goods/costs) and extraordinary unforeseeable technical and traffic situations (breakdowns or malfunctions of means of transport and wagons, traffic accidents, closures, lockouts, power cuts), as well as all decisions, measures and acts of individual state or non-state groups, individual states, governments, state, administrative and municipal units and authorities, issued as a result of and/or in connection with circumstances of force majeure, as well as theft caused by a third party (insofar as the company INTERPORT SERVIS s.r.o. has taken acceptable measures to prevent the occurrence of the theft).

For the period of time in which Force Majeure or its influence persists, INTERPORT SERVIS s.r.o. is released from its obligations to provide performance.

## 21. Limitation

All claims asserted against INTERPORT SERVIS s.r.o. and the related limitation of claims shall be governed by the provisions of Act No. 513/1991 Coll. - Commercial Code, as amended.

The limitation period shall begin to run on the day on which the goods, cargo, UTI were handed over by INTERPORT SERVIS s.r.o. to the customer or to a third party authorised by the customer. If the goods, cargo, UTI have not been taken over, the limitation period shall begin on the expiry of the day on which the goods, cargo, UTI should have been handed over.



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## 22. Pledge and lien, set-off

INTERPORT SERVIS s.r.o. shall have a lien and security interest on the goods, cargo, UTI in its possession insofar as they have been handed over to INTERPORT SERVIS s.r.o. with the consent of the customer, as well as on the accompanying documents, on the basis of all claims due to it arising from the provision of services to the customer.

The Customer shall not be entitled to set off any of its claims or demands against any claim or demand of INTERPORT SERVIS s.r.o. without the express prior written consent of INTERPORT SERVIS s.r.o. the customer shall not be entitled to assign any of its claims or demands against INTERPORT SERVIS s.r.o. to a third party.

## 23. Place of performance

The place of performance is the terminal INTERPORT SERVIS s.r.o., address: Areál Prekladisko Haniska, SK -040 66 Košice, in which the goods, cargo, UTI was delivered or picked up.

## 24. Partial ineffectiveness

Should any provision of these General Terms and Conditions be ineffective in whole or in part, this shall not affect the effectiveness of the remaining parts of these General Terms and Conditions.

## 25. Applicable law

The contractual relationship between INTERPORT SERVIS s.r.o. and the customer shall be governed by the contract, these GTC and, in the alternative, by the General



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Forwarding Conditions of the Logistics and Forwarding Association of the Slovak Republic in the version valid at the time of conclusion of the Contract, as well as by the relevant provisions of the Slovak Legal Code and the provisions of the Commercial Code of the Slovak Republic.

An integral part of any concluded contract together with these General Conditions are also the General Forwarding Conditions of the Logistics and Freight Forwarding Association of the Slovak Republic [the Slovak version of which is available online at: <https://zlz.sk/informacie-o-zvaze/vseobecne-zasielatelske-podmienky>; and in English at: <https://zlz.sk/en/informacie-o-zvaze/vseobecne-zasielatelske-podmienky>].

In case of any discrepancies between the language versions of the General Forwarding Conditions of the Logistics and Freight Forwarding Association of the Slovak Republic (Slovak and English), the Slovak version shall prevail.

Legal relations arising from these GTC, as well as rights and obligations not expressly mentioned herein, shall be governed by the law of the Slovak Republic.

Contractual relations between INTERPORT SERVIS s.r.o. and the Customer in the event of any dispute shall be resolved in the first instance by amicable agreement. If this is not possible, any disputes shall be resolved by a court of local and subject matter jurisdiction in the Slovak Republic, with the local jurisdiction of the court being determined by the registered office of INTERPORT SERVIS, s.r.o. (Registered office: Areál prekladisko Haniska, Košice 040 66). The place of jurisdiction is the Municipal Court of Košice.



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## 26. Change management in documentation

Text of the GTC dated 1.1.2026



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