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TRANSPORT REGULATIONS

FOR ROAD FREIGHT TRANSPORT

IMS , s.r.o. with its registered office in Bratislava - Ružinov , pursuant to Section 4 of Act No. 56/2012
Coll. on road transport as amended

issues

TRANSPORT REGULATIONS FOR ROAD FREIGHT TRANSPORT

Section I

Basic provisions

Article 1 **Introductory provisions**

- (1) These transport regulations contain the carrier's transport conditions necessary for concluding a transport contract within the meaning of the Civil Code or Commercial Code, as amended.
- (2) The carrier under these transport regulations is IMS, s.r.o., with its registered office in Bratislava - Ružinov, which operates in road freight transport on the basis of the issued permit **OU-BA-OCDPK1-2025/461411**
- (3) Transport under these transport regulations is the movement of goods, cargo, industrial goods, and other required types of goods in international and domestic road freight transport.

Article 2 **Type of road transport operated and scope of transport services provided**

- (1) The carrier performs road freight transport to the following extent
 - a) domestic road freight transport,
 - b) international road freight transport.

(2) Nature of road freight transport provided

- full truck loads, less than truck loads

(3) Full truckloads are considered to be shipments transported to a single carrier (consignor or consignee) in a single vehicle trip, if their weight exceeds 1000 kg or, regardless of their weight:

- a) if the payload or loading space of the vehicle used is fully utilized,
 - b) if, according to an agreement with the carrier, the shipment is transported by a special separate vehicle journey or because the nature of the shipment or the execution of the transport within the required time limit so requires,
 - c) if the shipment is loaded or unloaded at two or more locations for operational reasons. A single vehicle journey also applies if the carrier has transferred the cargo to another vehicle for operational reasons.
- (4) A shipment transported together with other shipments or during a vehicle journey that would otherwise have to be made without cargo is considered a partial load.

Article 3 **Definition of goods transported by the carrier**

(1) Given its current technical base, the carrier primarily transports wagon loads, but also transports piece loads.

(2) Types of transport according to technical base, in particular vehicle fleet

- a) transport of cargo on pallets,
- b) coils,
- c) transport of other types of goods based on carriers' orders.

(3) Other types of transport are carried out on the basis of detailed orders from carriers.

Article 4 **Items excluded from transport**

(1) The following items are excluded from transport

- a) items whose transport is prohibited by generally applicable legal regulations,
- b) dangerous items within the meaning of the current European Agreement concerning the International Carriage of Dangerous Goods by Road (hereinafter referred to as the "ADR Agreement"),

- c) items that are unsuitable for transport by the carrier's vehicle due to their dimensions or weight in relation to the payload, vehicle dimensions, and the condition of the roads to be used for transport,
- d) items of high or difficult-to-quantify value (art collections, antiques, etc.).

(2) Due to its current technical base, the carrier does not transport live animals.

(3) The carrier does not perform particularly excessive and oversized transports that would require a specialized technical base.

(4) If a shipment has been submitted for transport that is excluded from transport or whose transport is permitted under special conditions, without the nature of the shipment being communicated to the carrier or if such a shipment is accepted for transport on the basis of incorrect or incomplete information, the sender is obliged to pay a penalty equal to three times the agreed freight charge for a full truckload shipment.

Article 5

Conditions for parking vehicles for loading and unloading and the extent of cooperation between the sender and recipient of goods with the carrier

- (1) Carriers, consignors, and forwarders shall ensure that contractually agreed transport schedules comply with Regulation (EC) No. 561/2006 on the harmonization of certain social legislation relating to road transport and , amending Council Regulations (EEC) No. 3821/85 and (EC) No. 2135/98 and repealing Council Regulation (EEC) No. 3820/85 . This concerns in particular compliance with the operating hours of the consignor's loading points and the consignee's unloading points, compliance with loading and unloading times so that the carrier's drivers can comply with the working regime relating to driving times, breaks, daily and weekly rest periods.
- (2) The sender is obliged to submit for transport in proper packaging, suitable for road transport, any shipment or part thereof which, by its nature, requires protection against damage or loss during transport and handling.
- (3) The sender is also obliged to pack the shipment properly if there is a risk that, without packaging, it could cause damage to persons or other shipments and to the means of transport or other equipment of the carrier due to its properties. The carrier does not check whether the shipment requires packaging due to its nature or whether the packaging used is proper. The sender is liable for damage caused by incorrect or insufficient packaging during transport to other shipments or the vehicle.
- (4) The sender is obliged to ensure that the packaging of the shipment or individual items of the shipment, in terms of their dimensions, construction, and strength, allows the use of palletizing and mechanization technology during loading and transport.
- (5) The sender is obliged to mark the shipment or its individual pieces if required by these transport regulations or if necessary to facilitate the handling of the shipment or to eliminate the risk of

damage or confusion. When transporting piece shipments, the sender is obliged to clearly and indelibly mark each shipment with the address of the sender and recipient. When marking shipments containing dangerous goods, the sender is obliged to comply with the provisions of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR).

If the nature of the shipment requires that it be handled in a certain way during loading, transport, and unloading, or that it be stored in a certain position, the sender is required to mark each piece of the shipment with a handling mark for marking transport packaging in accordance with

- (6) applicable Slovak technical standards (STN) or other standards (e.g. IMO if the shipment will also be transported by sea).
- (7) If, upon acceptance of the shipment, the carrier finds that the shipment does not comply with the conditions for packaging and labeling of goods, the carrier shall refuse to transport it; if the sender confirms the carrier's reservation regarding the packaging and labeling of the shipment recorded in the consignment note or other transport document, the carrier may accept the shipment for transport.
- (8) The carrier is entitled to check at any time whether the shipment corresponds to the carrier's entries in the transport documents (e.g., delivery note, consignment note). The inspection of the shipment at the place of loading or unloading shall be carried out in the presence of at least one person who is not an employee of the carrier.
- (9) If, before the vehicle leaves the place of loading, the carrier discovers that a shipment excluded from transport has been accepted for transport, it is obliged to return it to the sender, and the sender is obliged to take it back.
- (10) If, upon acceptance of the shipment, a defect is discovered that could cause damage to the vehicle or to other shipments being transported, the carrier is entitled to refuse to accept the shipment for transport; if the defect is discovered during transport, the carrier shall interrupt the journey. When interrupting the journey, the carrier shall proceed as in the case of other obstacles to transport.
- (11) The sender of the shipment is obliged to hand over the shipment to the carrier in a condition suitable for transport by road. If the shipment is not suitable for transport or a defect is found in accordance with paragraph 10, the carrier may refuse to accept it for transport. The costs associated with the delivery of the vehicle for loading, the delay of the vehicle during loading, or the costs associated with the interruption of transport pursuant to paragraph 10 shall be paid by the sender of the shipment to the carrier.
- (12) If the shipment consists of a large number of items, the carrier is obliged to determine their number only if this has been agreed with the sender in the contract of carriage. The carrier is obliged to record the result of the inspection in the consignment note or to make a written record.
- (13) The weight of the shipment means the weight of the cargo, including pallets, transport boxes, containers, etc., and the shipper's handling and transport equipment taken over together with the shipment.
- (14) The weight of the shipment is determined by the sender, who is responsible for this information, which is stated in the consignment note or other accompanying documents.

- (15) The carrier is entitled to check the weight of the shipment at any time, especially if it has doubts about the accuracy of this information provided by the sender. The weight is determined by official weighing or calculation if the quantity of cargo is specified by the number of individual identical pieces or the number of units of measure and the weight of one piece of shipment or unit of measure is known or determined by weighing.
 - (16) The method of weight verification and the result of the verification shall be recorded by the carrier on all parts of the consignment note or other transport document available at the time of verification.
 - (17) The sender shall bear the costs associated with determining the weight of the shipment (e.g., official weighing, etc.) if the sender requested the carrier to determine the weight in the contract of carriage or if the weight of the shipment determined by the carrier differs by more than 3% from the weight stated by the sender.
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- (18) If the recipient requested the determination of the weight of the shipment, they are also obliged to pay the costs associated with determining the weight of the shipment.
 - (19) The sender is aware that if, without the knowledge of the driver of the vehicle or its operator, the maximum permissible total weight of the vehicle, the maximum permissible weight of the vehicle combination, the maximum permissible total weight of the trailer, or the maximum permissible weight per axle of the vehicle, they may be penalized by the relevant police force in accordance with Act No. 8/2009 Coll. on Road Traffic, as amended.
 - (20) If the carrier discovers that the permissible weight of the cargo has been exceeded or that it has been incorrectly distributed by the consignor at the place of dispatch, the consignor is obliged to unload part of the consignment or reload it. If the carrier discovers this during transport, e.g. due to incorrect information about the weight of the shipment, it is entitled to unload part of the shipment or reload it at the expense and risk of the sender of the shipment. The carrier is obliged to inform the sender of the shipment that the shipment will be transshipped or partially unloaded and is also obliged to record these actions in the transport document. The sender is obliged to issue a separate transport order for the transport of the unloaded part of the shipment.
 - (21) The sender is obliged to specify the place of loading and unloading (exact address) in the transport contract and also to notify the carrier of any restrictions on the entry of certain trucks or at certain times to the place of loading or unloading. For example, whether the location is in a low-emission zone, in a zone with restrictions on the entry of trucks with a certain total weight, with a certain axle load, etc. The sender is also required to specify the recipient's operating hours or the time at which unloading can be performed.
 - (22) In general, loading is provided by the sender and unloading by the recipient of the shipment, unless the carrier and the shipper have agreed otherwise.
 - (23) Loading and unloading of cargo on the road is only permitted if it cannot be done off the road. Cargo must be unloaded and loaded as quickly as possible and in such a way that road safety is not compromised.

- (24) The vehicle crew is not obliged to load and unload the vehicle under the terms of the transport contract. The carrier shall only load or unload the vehicle if it has the necessary operating equipment and personnel and if this is expressly agreed in the transport contract and for an agreed surcharge to the transport price. In accordance with occupational safety regulations, the carrier's vehicle crew may not use the carriers' handling equipment unless they have been trained in its operation and have the carriers' written consent.
- (25) The consignor is obliged to take all necessary measures in good time to ensure smooth loading and to protect the consignment from damage. The carrier (consignor and consignee) is obliged to ensure conditions for occupational safety and the economical use of the carrier's vehicles. In particular, they are obliged to ensure that loading and unloading areas and equipment are maintained in a condition that allows for the quick and safe loading and unloading of shipments, ensure that all areas used for driving vehicles, including private access roads, are sufficiently reinforced and maintained in a passable and safe condition, and that loading and unloading areas are adequately lit.
- (26) In general, the carrier (shipper) is responsible for securing the cargo on the vehicle, as they have the relevant knowledge about the shipment. The shipper is obliged to provide accurate information about the shipment regarding the weight and dimensions of individual items. If the shipper has prepared instructions for loading and securing cargo in road freight transport, is obliged to provide them to the carrier in a language that the carrier understands sufficiently in advance of the start of transport.
- (27) The driver (representative of the carrier) is obliged to participate in the loading and, if necessary, to direct the distribution of the cargo on the vehicle, e.g., in terms of the even distribution of the load on the vehicle's axles and in terms of ensuring that the safety and smooth flow of road traffic is not endangered during transport. If the consignor fails to follow the carrier's instructions and this results in a loading error, in particular overloading of the vehicle, the carrier is entitled to request the reloading of the cargo on the vehicle or the unloading of the cargo or part thereof. If the carrier's request is not complied with, it may refuse to perform the transport or arrange for the proper unloading and storage of the cargo at the expense and risk of the sender.
- (28) If the carrier is responsible for loading and unloading the vehicle, they are obliged to ensure that no damage is caused to the vehicle or other equipment of the carrier. In particular, it is not permitted to drop heavy loads onto the vehicle from a greater height.
- (29) If the vehicle's cargo space becomes significantly soiled during loading, unloading, or transport, the carrier is obliged to ensure that it is cleaned at its own expense after unloading the shipment and, in the case of repeated transports, after the last unloading. If the carrier fails to fulfill this obligation, the carrier shall ensure that the vehicle is cleaned at its own expense.
- (30) If it is necessary to disinfect the vehicle, this shall be arranged by the carrier. The costs associated with disinfection shall be borne by the carrier whose shipment necessitated the disinfection.
- (31) If it is necessary to wash a tanker vehicle, tanker container, or tanker body before loading another type of cargo, the shipper is obliged to notify the carrier of this fact in the transport order or framework transport contract. The costs associated with washing shall be borne by the shipper.
- (32) Due to damage to the shipment during transport, the recipient may refuse to accept the shipment or part thereof only if the damage has changed the condition of the shipment to such an extent that it cannot be used for its original purpose. However, the recipient is not obliged to accept the shipment unless the carrier draws up a report on the damage to the shipment in the presence of both parties involved. The report may also be made in the transport document.

- (33) Reservations regarding the method of loading, transshipment, and unloading shall be made by the carrier (member of the vehicle crew) to the sender, recipient, or other persons in writing in the consignment note.
- (34) The following shall be considered as the carrier's delay in loading or unloading, unless otherwise agreed in the contract of carriage: the time from the requested time of arrival of the carrier's vehicle for loading or unloading until the start of loading or unloading, and any interruption of these operations not caused by the carrier, including the issuance of transport documents for the consignment. The carrier may claim financial compensation for the delay, which should be agreed in the contract of carriage.

Section II

Method of conclusion and validity of the contract for the carriage of goods in domestic road freight transport

Article 6

Basic provisions of the contract for the carriage of goods in domestic road freight transport

- (1) If a business entity orders transport from a carrier and a contract of carriage is concluded, it shall be governed by the provisions of Sections 610-629 on contracts of carriage of goods under Act No. 513/1991 Coll. Commercial Code, as amended.
- (2) By concluding a contract for the transport of goods, the carrier undertakes to the consignor to transport the goods (consignment) from a specific place (place of dispatch) to a specific other place (place of destination), and the consignor undertakes to pay the carrier remuneration (freight).
- (3) The carrier is entitled to require the sender to confirm the requested transport in the transport document, and the sender is entitled to require the carrier to confirm the acceptance of the shipment in writing.
- (4) If special documents are required for the transport, the sender is obliged to hand them over to the carrier at the latest when handing over the consignment for transport. The sender is liable for damage caused to the carrier by failure to hand over these documents or by their inaccuracy.

- (5) Unless otherwise specified in the contract, the contract shall expire if the sender has not requested the carrier to take over the consignment at the time specified in the contract, otherwise within six months of the conclusion of the contract.
- (6) The carrier is obliged to carry out the transport to the destination with professional care within the agreed period, otherwise without undue delay. In case of doubt, the period shall commence on the day following the acceptance of the consignment by the carrier.
- (7) If the carrier knows the recipient of the shipment, it is obliged to deliver the shipment to them, or if, according to the contract, the recipient is to pick up the shipment at the destination, to notify them of the completion of the transport.
- (8) Until the carrier has delivered the shipment to the recipient, the sender is entitled to request that the transport be interrupted and the shipment returned to them, or that it be handled differently, and shall reimburse the reasonable costs associated with this.
- (9) If the contract stipulates that the carrier shall collect a certain amount of money from the consignee before delivering the shipment (cash on delivery) or perform another collection action, the provisions on bank documentary collection (Section 697 et seq. of Act No. 513/1991 Coll. Commercial Code).
- (10) If a natural person who is not an entrepreneur orders the transport of goods from the carrier, a contract for the transport of cargo will be concluded in accordance with Sections 765-773 of Act No. 40/1964 Coll. Civil Code, as amended.

Article 7

Obligations of the transport customer and the recipient of the shipment

- (1) The transport customer, most often the sender, is obliged to provide the carrier with correct information about the contents of the shipment and its nature and is liable for damage caused to the carrier by a breach of this obligation.
- (2) The sender is obliged to order the transport from the carrier. An order by e-mail, fax or telephone is sufficient, provided that a written order is subsequently issued, unless the carrier and the sender agree otherwise.
- (3) A transport order may be issued for a single transport or a certain number of transports. If the transports are to be repeated and the transport is to last for a longer period, it is more appropriate for the carrier and the customer to conclude a framework transport contract.
- (4) The transport order must contain the information necessary for the transport to be carried out and for an invoice to be issued in accordance with the applicable legislation. For the transport contract to be concluded correctly, the order or draft transport contract must contain the following information:
 - a) the business name of the customer, address, ID number, VAT ID number, e-mail, telephone number, and other contact details as necessary,

- b) information about the shipment (type, gross weight (weight including packaging and pallets), number of pieces, dimensions, securing requirements, etc.),
- c) place of dispatch and destination of the shipment (exact address),
- d) if required, the loading and unloading times,
- e) for shipments transported for repair, information about the type and extent of damage.
- f) the agreed remuneration for the transport (transport price).

- (5) The transport order must be submitted in such a way that two working days elapse between the date of receipt of the order by the carrier and the date of the requested transport, unless otherwise agreed.
- (6) If special documents are required for the transport, the sender is obliged to hand them over to the carrier at the latest when handing over the shipment for transport. The sender is liable for damage caused to the carrier by their failure to hand them over or their incorrectness.
- (7) When ordering transport, the customer is obliged to inform the carrier of any higher price of the shipment than the normal market price.
- (8) When transporting goods whose price exceeds **€100**, the customer is obliged to notify and document this value to the carrier with regard to the carrier's liability insurance for the transport of the shipment.
- (9) The carrier is obliged to confirm the acceptance of the shipment in writing at the request of the sender.
- (10) The transport contract is concluded between the customer (shipper or recipient) and the carrier.
 - a) by accepting an order,
 - b) in the case of transport that does not need to be ordered, by the commencement of transport,
 - c) by taking over the shipment for transport.
- (11) The order is accepted
 - a) if there is a verbal or telephone agreement between the carrier and the sender on the scope, time, or method of performing the requested transport, or
 - b) at the moment when the carrier confirms its acceptance to the customer in writing, by e-mail, fax or other reliable means; if the sender requests such confirmation, the carrier is obliged to comply,
 - c) commencement of the ordered transport by the carrier, unless the order has been accepted in accordance with the previous points.
- (12) If the carrier complies with the consignee's request for further transport to another consignee, a new transport contract is created.

- (13) Upon acceptance of a transport order or conclusion of a transport contract, the carrier may require the customer to pay an advance payment **of up to 80%** of the agreed price or preliminary price for transport. The carrier is obliged to duly confirm receipt of the advance payment and issue the required tax documents (e.g., advance invoice).
- (14) Until the shipment is delivered, the sender has the right to give new instructions to the carrier under the conditions set out in these transport regulations.
- (15) The carrier is entitled to the agreed remuneration or, if no remuneration has been agreed, to the usual remuneration at the time of conclusion of the contract, taking into account the content of the carrier's obligation.
- (16) The carrier is entitled to freight charges after delivery to the destination, unless the contract specifies a different price.
- (17) If the carrier is unable to complete the transport due to circumstances for which it is not responsible, it shall be entitled to a proportionate part of the freight charge, taking into account the transport already performed.
- (18) If the recipient of the consignment is specified in the contract, they acquire the rights under the contract when they request the delivery of the consignment after its arrival at the destination or after the expiry of the period when it should have arrived there. At that moment, claims relating to damage to the consignment also pass to the recipient. However, the carrier shall not deliver the consignment to the consignee if this would be contrary to the instructions given to him by the consignor. In this case, the consignor shall continue to have the right to dispose of the consignment. If the consignor designates a person other than the consignee to the carrier, that person shall acquire the rights under the contract in the same manner as the original consignee.
- (19) By accepting the shipment, the consignee assumes liability for the carrier's claims against the consignor under the contract relating to the carriage of the shipment accepted, if the consignee knew or should have known about these claims.
- (20) The carrier has a right of retention over the consignment to secure its claims arising from the contract as long as it can dispose of it.
- (21) If there are several rights of retention on the shipment, the carrier's right of retention takes precedence over the rights of retention that arose earlier.
- (22) The carrier's right of retention takes precedence over the forwarder's right of retention.

Article 8

Carrier's liability for damage to the consignment and for non-compliance with the conditions of carriage

- (1) The carrier is liable for damage to the consignment that occurred after it was taken over by the carrier until it was delivered to the consignee, unless the carrier could not have prevented it by exercising professional care.
- (2) However, the carrier shall not be liable for damage to the consignment if it proves that it was caused by:

- a) the sender, recipient, or owner of the shipment
 - b) a defect or the natural nature of the contents of the shipment, including normal loss,
 - c) circumstances which the carrier could not avoid; these include cases of force majeure, such as damage to cargo during floods, earthquakes, fires, avalanches, etc.
 - d) defective packaging, which the carrier notified the sender of when accepting the shipment for transport, and if a consignment note was issued, the defectiveness of the packaging was noted therein; if the carrier did not notify the sender of the defective packaging, the carrier is not liable for damage to the shipment resulting from this defect only if the defect was not apparent at the time of acceptance of the shipment. The carrier has the right to record reservations about the packaging and condition of the shipment in the transport document or delivery note, which remains with the sender of the shipment.
- (3) In the event of damage to the shipment under paragraph (2), the carrier is obliged to exercise professional care to minimize the damage.
- (4) In the event of loss or destruction of the shipment, the carrier is obliged to reimburse the price that the shipment had at the time it was handed over to the carrier.
- (5) In the event of damage or deterioration of the shipment, the carrier is obliged to compensate for the difference between the price of the shipment at the time of its acceptance by the carrier and the price that the damaged or deteriorated shipment would have had at that time.
- (6) In the case of a contract for the carriage of goods under the Civil Code, the carrier is obliged to compensate for the loss or destruction of the consignment at the price that the lost or destroyed consignment had at the time it was accepted for carriage. In addition, the carrier is obliged to bear the reasonable costs incurred in connection with the carriage of the lost or destroyed consignment. In the event of damage or partial loss of the shipment, the carrier shall pay the amount by which the shipment has been devalued; if it is reasonable to carry out repairs, the carrier shall pay the repair costs. The carrier is liable for the aforementioned damage up to a value of EUR 1,000. The carrier is obliged to carry out the transport with professional care and within the specified time limit. The carrier is liable for other damage caused by freight transport, such as damage to the transported shipment, only if it was caused by exceeding the delivery period. The carrier is liable for damage caused by exceeding the delivery period up to the amount of the freight charge. The sender or recipient must clearly prove the damage caused to the carrier.
- (7) The carrier is obliged to promptly report to the sender any damage to the shipment that occurred before it was delivered to the recipient. However, if the recipient has acquired the right to release the shipment, the carrier is obliged to report this to the recipient. The carrier is liable for damage caused to the sender or recipient by a breach of this obligation.
- (8) If there is an imminent risk of substantial damage to the consignment and there is no time to request instructions from the consignor, or if the consignor delays in giving such instructions, the carrier may sell the consignment in an appropriate manner at the consignor's expense.
- (9) The carrier may fulfill its obligation with the help of another carrier and shall be liable as if it had carried out the transport itself.

- (10) The carrier shall be liable for damage caused to the sender by failure to perform the transport for which a written contract of carriage has already been agreed only up to the amount of proven expenses associated with the unnecessary preparation of the consignment for transport.
- (11) The sender must exercise the right to compensation from the carrier in writing only, justifying their claims. They must also attach documents proving the legitimacy of their claim and the correctness of the amount claimed, as well as the relevant part of the transport document.
- (12) The sender must exercise their right to compensation from the carrier within six months of the shipment being delivered to the recipient or, if the shipment has not been delivered, within six months of the shipment being accepted for transport, otherwise the right shall expire.

Article 9

Conditions for changing the contract of carriage and withdrawing from the contract

- (1) Until the consignment is delivered, the consignor may request that the transport be interrupted and the consignment returned to him, or that it be handled differently in agreement with the carrier, and the consignor is obliged to pay the reasonable costs associated with this.
- (2) The consignee may request that the consignment be delivered to another place of unloading.
- (3) Transport and other costs associated with the implementation of a change to the transport contract pursuant to paragraph 1 shall be borne by the sender and, pursuant to paragraph 2, by the recipient.
- (4) The provisions of Article 7 shall also apply to the proposal to change the contract of carriage.
- (5) If, after the conclusion of the contract of carriage, the need for carriage ceases to exist, the consignor shall notify the carrier thereof without delay.
- (6) If the transport was canceled after the vehicle had already departed for the agreed place of loading, or if the vehicle had already arrived at such a place and the consignment was not handed over for transport for reasons attributable to the consignor, the carrier shall be entitled to compensation for the costs incurred in connection therewith.
- (7) If the carrier is unable to perform the agreed transport or is unable to perform it under the agreed conditions or the conditions set out in these transport regulations, it is obliged to notify the sender without delay. If the new conditions proposed by the carrier are not acceptable to the consignor, the consignor is entitled to withdraw from the contract of carriage; the consignor may also withdraw from the contract if the vehicle has not been delivered within three hours of the agreed delivery time without prior agreement with the consignor.
- (8) If, after accepting a shipment for transport, an obstacle arises that prevents the transport from starting or continuing, or prevents the shipment from being delivered, and no further procedure for such a case has been agreed with the sender, the carrier is obliged to request a proposal from the sender without delay.

- (9) The carrier is not required to notify the sender if the obstacle is of a temporary nature (e.g., the need to reload the shipment) and obtaining the sender's proposal would take longer than the time needed to remove the obstacle.
- (10) If the obstacle ceases to exist before the shipper's additional proposal has been implemented, the carrier shall proceed in accordance with the originally agreed conditions. The shipper may already indicate in the consignment note how to handle the shipment in the event of an obstacle to transport during the performance of the contract of carriage.
- (11) If, in accordance with the above provisions, it is not possible to deliver the consignment to the consignee or return it to the consignor, the carrier shall arrange for its storage; the carrier shall notify the consignor of the storage of the consignment without delay. The costs associated with storage shall be borne by the consignor.

Article 10 **Transport documents in road freight transport**

- (1) The transport document as a transport document accompanies the consignment until its delivery or disposal. The consignor is obliged to hand over the duly completed transport document to the carrier or to provide the carrier with the data relating to the consignment and, after the carrier has entered them in the consignment note, for example, to confirm them with his signature, or the carrier may agree otherwise on the transport document.
- (2) The transport document shall be handed over to the carrier together with the shipment, unless otherwise agreed.
- (3) The transport document must contain at least the following information:
 - a) the name of the sender and recipient,
 - b) the usual description of the contents of the shipment and its packaging,
 - c) number of pieces,
 - d) the total weight of the shipment,
 - e) place of loading and place of unloading,
 - f) date and confirmation of receipt of the shipment by the carrier and recipient,
 - g) space for the carrier's reservations.
- (4) The transport document in domestic road freight transport is
 - a) a consignment note completed and handed over by the consignor,
 - b) the delivery note, provided that it meets the above conditions.
- (5) If the shipment is loaded or unloaded at several locations, the consignor is obliged to submit a separate transport document for each part of the shipment. For some types of transport, the information on the transport document may be simplified.
- (6) The carrier and transporters (shipper and consignee) are responsible for the accuracy and completeness of the information they enter in the transport document.

(7) The carrier has the right to enter in the consignment note the carrier's reservations regarding the type of vehicle used, based on the requirements of the customer, the condition of the shipment, its packaging, the number of items, and the method of loading.

Section III

Final provisions

Article 11 Complaints procedure

- (1) The complaint periods and limitation periods for the assertion of claims by the consignor or consignee arising from the contract of carriage with the carrier are specified for domestic road freight transport carried out in the Slovak Republic in the Commercial Code and the Civil Code.
- (2) The entitled party (carrier or forwarder) must submit all claims arising from the transport to the carrier in writing.
- (3) The entitled party (carrier or forwarder) is only entitled to request a refund of the amount paid for transport if they can prove that they have paid it to the carrier.
- (4) Complaints and claims regarding the fulfillment of obligations under the transport regulations and their handling by the carrier in accordance with the complaint procedure are reviewed by the Slovak Trade Inspection Authority.

Article 12 Publication of the road freight transport regulations and their validity

- (1) In accordance with Act No. 56/2012 Coll. on road transport, the carrier has published these transport regulations on its website www.ims.eu.sk and they are also available at the carrier's headquarters.
- (2) These transport regulations are valid from 25 June 2025.
- (3) According to Act No. 56/2012 Coll. on Road Transport, the published transport regulations are part of the carrier's proposal to conclude a transport contract and, after its conclusion, its content is part of the contractual rights and obligations of the parties to the contract.
- (4) The customer (carrier) is obliged to familiarize themselves with these transport regulations before signing a contract for the transport of goods or cargo.

Article 13
Changes to the road freight transport regulations

- (1) All changes and amendments to the transport regulations are valid on the day of their publication and availability on the carrier's website.
- (2) If the transport regulations are substantially amended or supplemented, the carrier shall ensure that they are published and made available in their entirety.

In Bratislava, on 25 June 2025

Name and surname of the statutory representative: **Mykhailo Ihnatiuk**

Managing Director

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Signature

Liubov Ihnatiuk

Managing Director

.....
signature