

## Special Part B

### Carriage of Goods

#### Article I Introductory Provisions

1. This Special Part “B” of the RTL GTC (hereinafter referred to as the “GTC”) governs the contractual relations of RTL as a sender (hereinafter referred to as the “Sender”) and its business partner as a carrier (hereinafter referred to as the “Carrier”) relating to the carriage of goods performed on the basis of contracts for carriage of goods concluded between the Sender and the Carrier (hereinafter referred to as the “Contract”).
2. The term “Parties” means a joint designation of the Sender and the Carrier that have entered into a legal relation on the basis of the Contract; a “Party” in singular means either party to such concluded Contract.
3. The subject matter of the Contract for Carriage of Goods is the obligation of the Carrier to carry the goods for the Sender from a certain place (place of dispatch) to a certain place (place of destination) and the obligation of the Sender to pay remuneration to the Carrier (the Carriage Costs).
4. For the purpose of national road haulage, the legal relations between the Sender and the Carrier shall be governed by the Contract/Order, RTL GTC and the Commercial Code.
5. For the purpose of international road haulage, the legal relations between the Sender and the Carrier shall be governed by the Contract/Order, RTL GTC, the Commercial Code and the CMR Convention.
6. For the purpose of this part of the RTL GTC the following terms shall have this meaning:
  - “**ADR**” – European Agreement concerning the International Carriage of Dangerous Goods by Road.
  - “**EG LPD Premises**” – premises of the group of companies belonging to ENVIEN GROUP which are located at Trnavská cesta, Leopoldov 920 41, Slovak Republic.
  - “**CMR**” – international consignment note.
  - “**CMR Convention**” – Convention on the Contract for the International Carriage of Goods by Road.
  - “**Carrier**” – a natural person – entrepreneur and/or legal entity – entrepreneur that is a road haulier according to the relevant provisions of Act No. 56/2012 Coll. on Road Haulage, as amended, and that undertakes under the Contract for the Carriage of Goods to carry goods for the Sender from a certain place (place of dispatch) to a certain place (place of destination).
  - “**GMP+**” – (Good Manufacturing Practise) is a comprehensive module for feed safety assurance in all links of the feed chain used by a legal entity or natural person-entrepreneur to demonstrate compliance with all the requirements and conditions to ensure feed safety. The GMP+ quality assurance system is used in the entire feed industry, from primary production through trade in commodities, their storage, transshipment and carriage to the final consumer. The standard is based on the rules of good production hygiene practices, hazard analysis using critical control points, legislative requirements stipulated by EU feed/food law.
  - “**Place of dispatch**” – the place specified in the Contract from which the Carrier is to carry the goods.
  - “**Place of destination**” – the place specified in the Contract to which the Carrier is to carry the goods, i.e. the destination of the carriage.
  - “**Loading/unloading**” – the process of loading and unloading the goods to or from the cargo area of the Carrier’s means of transport.
  - “**Order**” – an unilateral legal act by the Sender addressed to the Carrier for the purpose of carriage of the goods.

**“Carriage of goods”** – national carriage or international carriage of goods.

**“Receipt of the goods”** – the moment of loading the goods to the cargo area of the Carrier’s delivery vehicle.

**“Consignor”** – a business partner of RTL that has commissioned the Freight Forwarder to procure the carriage of goods and, as the case may be, also other auxiliary services related to the carriage.

**“Goods”** – any object, specified individually or by its type, which is to be carried.

**“TSM”** – time slot management; an electronic system to manage the logistics and transport, including a weighing system, implemented in the EG LPD Premises.

**“Owner of the goods”** – owner of the goods that are being carried; often has a contractual relation with the Sender in a position of a consignor under a freight forwarding contract.

## Article II

### Conclusion of the Contract

1. The Contract shall come to existence either:
  - (a) upon signature of the Contract for Carriage of Goods by both Parties; the Contract for Carriage of Goods shall contain both general and specific terms and conditions for the cooperation between the Parties with reference to these GTC; or
  - (b) upon acceptance of the Sender’s proposal to conclude the Contract by the Carrier (delivery of the Sender’s so-called “Order” and its subsequent unreserved acceptance by the Carrier); the Order shall contain specific terms and conditions for the cooperation between the Parties with reference to these GTC.
2. The Order must contain the following data:
  - Sender’s identification data
  - Carrier’s identification data
  - indication of the type of freight motor vehicle
  - specification of the goods
  - quantity/weight of the goods
  - place of dispatch
  - place of destination
  - requested time of delivery
  - packaging type
  - amount of the Carriage Costs
  - goods
  - information whether they are dangerous goods according to the ADR Agreement etc.
  - other specific requirements of the Sender relating to the carriage of goods (for instance, complementary insurance)
3. The Customer shall send the Order to the Carrier electronically by email and the Carrier shall confirm the Order electronically by email. If the Carrier confirms the Order, but with written reservations, supplements, limitations or any other changes, such a proposal constitutes a refusal of the original proposal and shall be considered as a new proposal of the Contract made by the Carrier to the Sender. The Contract shall be deemed to be concluded after the Sender confirms the new proposal without reservations.
4. If the Carrier does not confirm the Order, but starts to perform the carriage on the basis of the Order, it shall be deemed that the Contract has been concluded and the Order contains all the data required for proper performance of the carriage thereunder, that the Carrier complies with all the

requirements and conditions according to the Order and also that the deadlines specified in the Order in relation to the performance of the carriage are considered reasonable by the Carrier. It shall also apply that if the Carrier fails to separately confirm the Order, but requests time slots in the TSM for loading or unloading the goods and the Sender confirms them to the Carrier by notification email (for more details see Article IX hereof), the Contract referred to the previous sentence has been concluded and shall be governed by these GTC.

5. By confirming the Order and/or commencing the carriage according to the Order, the Carrier represents that it has sufficient number of free transport and personnel capacities which are, with regard to their technical condition and experience gained in road haulage, suitable to be used for the carriage in order to meet the Carrier's obligation towards the Sender according to the Order.

### **Article III Carriage Costs and Payment Terms**

1. The Sender undertakes to pay the Carrier the Carriage Costs for the carriage of goods performed properly and in time according to the Contract, namely in the amount specified in the Contract/Order.
2. Where the Carriage Costs are not expressly specified in the Contract/Order, there shall be applied the amount of Carriage Costs according to the place of destination, as specified in the Carrier's price list which has been agreed in advance with the Sender for the given calendar quarter in which the carriage of goods is to be performed.
3. Where the Carriage Costs are not expressly specified in the Contract/Order and the Parties have no pre-agreed price list for the carriage, it shall apply that the Parties have agreed on the amount of the Carriage Costs by a separate email.
4. Where the Carriage Costs are not expressly specified in the Contract/Order, the Parties have no pre-agreed price list for the carriage and have not agreed on the Carriage Costs by a separate email, the Contract/Order shall be valid and the Carrier shall be entitled to a remuneration for the carriage which is usual at the time of conclusion of the Contract, taking into account the extent of the Carrier's commitment.
5. The agreed Carriage Costs include all the costs and extra fees incurred by the Carrier during the fulfilment of its obligations under the Contract/Order. The Carriage Costs also include the costs per 1 hour of waiting and delays of means of transport and their crews during loading and unloading of the goods. The agreed Carriage Costs also always include work on public holidays, Sundays and rest days, as the case may be.
6. The Carrier shall become entitled to the Carriage Costs following the proper and timely performance of the carriage to the place of destination.
7. Unless otherwise agreed by the Parties, the Carrier shall invoice the Carriage Costs in aggregate amount once a week, always in retrospect for the previous calendar week, according to the sum of Carriage Costs for the carriage performed in the given calendar week.
8. If the Carrier cannot complete the carriage for reasons for which the Carrier is not responsible, the Carrier shall be entitled to an aliquot part of the Carriage Costs, taking into account the carriage that was already performed.
9. The Sender shall pay the Carriage Costs to the Carrier on the basis of an issued invoice by a wire transfer to the Carrier's account referred to in the Contract/Order.
10. A proof of carriage of the goods shall be attached to the invoice (weighing note, delivery note, CMR confirmed at the place of destination). The Carrier is obliged to indicate in invoices the number of the Sender's Contract/Order.
11. Unless stipulated otherwise in the Contract, the invoice shall be payable within 45 days after the date of its receipt by the Sender.

12. The Parties have agreed that if the Sender delays fulfilment of its obligation to pay the Carrier the remuneration according to the Contract/Order, the Sender undertakes to pay the Carrier late payment interest of 0.02% of the outstanding amount for each day of delay.

#### **Article IV Rights and Obligations of the Parties**

1. The Carrier is obliged:

- a) to perform the carriage of goods in its own name, using its own means of transport and solely in the legal position of a carrier; the Carrier is only entitled to perform the carriage using a different carrier on the basis of a prior written consent of the Sender granted by email, including the list of its subcontractors for the given calendar year. If the Carrier subcontracts the carriage of goods, the Carrier shall be fully responsible vis-a-vis the Sender for proper and timely performance of the carriage of goods by the subcontractor as if the carriage of the goods was performed by the Carrier itself;
- b) to comply with its obligations under the Contract with due professional care and to ensure that the interests of the Sender or owner of the goods are satisfied in a high-quality and efficient manner;
- c) to comply with the instructions of the Sender under the Contract/Order, while being obliged to notify the Sender of any manifest error of its instructions, however, if there is a danger of delay, to act even without such instructions so that the interests of the Sender (if known to the Carrier) are protected as much as possible;
- d) for the purpose of performing the carriage of goods, to ensure such means of transport – road goods vehicles that are technically fit for the carriage of goods specified in the Contract. The means of transport must be cleaned before the carriage so that no residues from the previous load are left in the means of transport;
- e) to ensure for the performance of the carriage of goods professionally competent crews capable to transport the goods according to the Contract/Order, or to train the crews specifically for that purpose;
- f) to take proper care of the goods entrusted to the Carrier by the Sender, as well as of the goods received for the Sender;
- g) to immediately submit to the Sender a report of damage that threatens the goods or was already caused to the goods and, at the same time, to take at its own expense all measures to reduce the risk of damage, and if the damage cannot be prevented, to minimise the damage;
- h) where the Carrier does not receive a completed CMR upon loading, to ensure completion of the CMR in accordance with the Contract/Order;
- i) in the event of carriage of dangerous substances, to ensure the carriage in accordance with ADR;
- j) if the Contract/Order requires the carriage to be performed according to GMP+, to comply with all the requirements and conditions to ensure feed safety within the GMP+ FC 2020 scheme (for more information see Article VII hereof);
- k) to ensure that all the employees of the Carrier (or, as the case may be, employees of its subcontractor) comply in the Sender's EG LPD Premises or in the premises of Sender's contractual partners with safety and fire-prevention regulations of the Sender or contractual partners. If the Carrier (or its subcontractor, as the case may be) breaches any of the obligations in the area of compliance with safety and fire-prevention regulations of the Sender or Sender's contractual partner, the Carrier undertakes to compensate such damages in full; for the purposes of this Section, damage shall also include a fine imposed on the Sender or Sender's contractual partner by the competent administrative authority.

2. During the performance of the carriage of goods, the Carrier is further obliged:
  - a) to make the means of transport available for loading, on the dates and times specified by the Sender in the Contract, at the place of loading and prepare the means of transport for loading of the goods;
  - b) to check the load in terms of quantity, quality and compliance with delivery documents at the time of loading, as well as unloading, to ensure that any potential discrepancies and damage to the goods are recorded in accompanying delivery documents, especially in the CMR;
  - c) to ensure continuous communication with the crews of the means of transport used and, at the request of the Sender, to provide information about the actual course of the carriage;
  - d) to secure the goods prior to the departure of the means of transport from the place of loading so that the goods are always properly arranged and generally secured against movement in order to avoid any damage during the carriage and any damage to third parties;
  - e) in the case of any discrepancies during the loading and unloading, to inform the Sender or to adequately record the discrepancies in accompanying documents, especially in the CMR;
  - f) if it is clear that the deadline for the carriage according to the Contract/Order, including the deadline for making the vehicle available for loading/unloading, will not be met, to inform the Sender of the danger that the deadline will be missed, and, at the same time, indicate the expected period of delay (the Carrier shall be fully liable for the correctness of information about the period of delay), and to take all the measures to ensure that the carriage will be performed properly and in time according to the Contract/Order or with a minimum delay. The Carrier is obliged to report the delay in writing (by email, text message) or by phone and then confirm it by email or text message.
  
3. The Sender is obliged:
  - a) to confirm the carriage, at the request of the Carrier, in the carriage document;
  - b) to provide the Carrier with correct data about the goods and their nature, as well as about other facts needed for the conclusion of the Contract/Order;
  - c) to pay the Carrier the agreed Carriage Costs according to the Contract/Order or these GTC for the carriage of goods performed in a proper and timely manner;
  - d) to hand over to the Carrier specific documents needed for the performance of carriage no later than upon handover of the goods, if they are required for the carriage;
  - e) to give the Carrier an explicit instruction to take out complementary insurance for the goods if the Sender requires complementary insurance or the complementary insurance is not agreed in the Contract/Order.
  
4. The Sender is entitled:
  - a) to request from the Carrier to confirm the takeover of the goods in writing;
  - b) where the Carrier fails to release the goods to the recipient, to request that the carriage is suspended and the goods returned to the Sender or that the carriage is handled otherwise. In such a case the Carrier is entitled to be compensated for the costs incurred in that regard.
  
5. During performance of the obligations hereunder, the Parties shall cooperate with each other and inform each other in time of all facts necessary for their cooperation under the Contract, in particular to inform each other of all changes and important facts.

### **Liability for Damage**

1. The Carrier shall be liable vis-a-vis the Sender for any damage to the goods that has occurred after the takeover of the goods by the Carrier at the place of dispatch until the completion of the carriage to the place of destination and release of the goods to the Sender or any other recipient of the goods, unless the Carrier could avert the damage while exercising due care.
2. The damage referred to in Section 1 above means, in particular, loss or destruction of the goods, damage to the goods, or deterioration of the goods. Takeover of the goods means the moment of loading the goods to the cargo area of the Carrier's means of transport.
3. The Carrier shall not be liable for damage to the goods where the Carrier proves that the damage was caused:
  - (a) by the Sender, recipient or owner of the goods; or
  - (b) by a defect or inherent nature of the goods; or
  - (c) by defective packaging to which the Carrier has drawn the Sender's attention of the Sender at the time of takeover of the goods for the carriage; where the Carrier has not drawn the attention to the defective nature of the packaging, the Carrier shall not be liable for the damage to the goods suffered as a result of such defective nature only if the defective nature was not identifiable at the time of takeover of the goods.

The Carrier is obliged to exercise due care so as to ensure that in such cases the damage would be minimised.

4. The Carrier undertakes to immediately submit to the Sender a report of the damage to the goods incurred at the time when the Carrier is liable for the damage. Where the recipient of the goods is a person other than the Sender and such a person has acquired the right to have the goods released, the Carrier undertakes to submit the report also to such a recipient. The Carrier shall be liable for damage caused to the Sender or any other recipient as a result of breach of this obligation.
5. In the case of loss or complete destruction of the goods or part of the goods, the Carrier is obliged to compensate the Sender for the price of the goods at the time when the goods were handed over to the Carrier.
6. In the case of damage to the goods or deterioration of the goods or part of the goods, the Carrier is obliged to compensate the Sender for the difference between the price of the goods at the time when the goods were handed over to the Carrier and the price the damaged or deteriorated goods would have at that time.
7. Where the CMR is to be completed by the Carrier, the Carrier shall be liable for damage caused by completing the CMR incorrectly and/or contrary to the Contract.
8. If due to the missed deadline for the performance of carriage according to the Contract/Order the Sender and/or the owner of the goods and/or any third party participating in the carriage suffers damage, such damage shall be deemed to be damage caused by Carrier's wrongful conduct and the Carrier shall be fully liable for such damage.
9. The Carrier is obliged to fully compensate the Sender and/or the person who suffered the damage on the basis of the Sender's request and within the deadline specified by the Sender in that request for damages, together with the statement of damages.
10. The Carrier is entitled to set off its outstanding claim for damages towards the Sender with any payable claim of the Carrier towards the Sender relating to the payment of the Carriage Costs.
11. In the case of international carriage, the liability of the Carrier shall be governed by the relevant provisions of the CMR Convention and, where appropriate, by the relevant provisions of the Commercial Code.

### Contractual Penalties, Sanctions and Withdrawal

1. In respect of road safety and the ban to exceed the maximum permissible mass of vehicles and combinations of vehicles used in road traffic according to the Slovak Government Decree No. 349/2009 Coll. on the maximum permissible dimensions of vehicles and combinations of vehicles, maximum permissible mass of vehicles and combinations of vehicles, and on other technical requirements for vehicles and combinations of vehicles in connection with mass and dimensions, and on marking of vehicles and combinations of vehicles, as amended, the Parties are obliged to respect the ban. If the Carrier finds out during loading of the goods that, the maximum permissible mass of the vehicle, combination of vehicle, trailer or axle of a vehicle is exceeded after the loading of the goods, the Carrier is obliged to refuse to perform the carriage and request unloading of part of the goods at the risk and expenses of the person securing loading of the goods. The Carrier shall immediately inform the Sender thereof in writing. The Carrier may start the carriage of the goods once the contact person present at loading provides the requested cooperation. During this justified refusal to carry the goods, the Carrier shall not be deemed to be in delay.
2. In the event that the Carrier breaches its obligation referred to in the previous Section, fails to inform the Carrier in writing in advance and enters the Sender's LPD Premises at Trnavská cesta in Leopoldov with a vehicle whose mass is higher than the maximum permissible mass according to the Slovak Government Decree No. 349/2009 Coll. on the maximum permissible dimensions of vehicles and combinations of vehicles, maximum permissible mass of vehicles and combinations of vehicles, and on other technical requirements for vehicles and combinations of vehicles in connection with mass and dimensions, and on marking of vehicles and combinations of vehicles, as amended, the Sender is entitled to request payment of a contractual penalty in the amount of €500 for each individual breach of this obligation.
3. In the event of a delay of the Carrier during the carriage of goods (to make the vehicle available properly and in time for loading; missing the deadline for the carriage of goods), the Sender has the right to request payment of a contractual penalty in the amount of €5 for each started hour of the delay; the first hour of the delay starts being counted from the third started hour after expiry of the specified TSM (for instance, TSM is specified as 10.00 – 10.15 a.m. and the delay starts to be penalised from 1 p.m.).
4. If the Carrier fails to perform the agreed carriage of goods, i.e. does not make vehicle available for loading/unloading at all or no later than within 6 hours after the expiry of the specified TSM (for instance, the TSM is specified as 10.00 – 10.15 a.m. and the Carrier fails to arrive by 4.00 p.m. and fails to start the loading/unloading of the goods) or notifies the Sender on the day of carriage that it will not perform the carriage, the Sender has the right to request payment of a contractual penalty in the amount of double of the Carriage Costs agreed for the given carriage of goods and, at the same time, it is entitled to immediately withdraw from the Contract/Order concluded with the Carrier.
5. The means of transport must be cleaned before carriage so that no residues from the previous load are left in the means of transport – in the event that the Carrier makes uncleaned means of transport available for loading, the Sender is entitled to refuse loading of the goods (hereinafter referred to as the “justified refusal of loading of the goods”); the time until the Carrier ensures cleaning of the means of transport or, at its own discretion, dispatch of alternative means of transport shall be considered as the time of delay according to Article VI(3) hereof, except that the Sender shall become entitled to a contractual penalty from the moment when it found out that the means of transport is not cleaned. If the Carrier fails to make clean (or any other) means of

transport available for loading no later than within 6 hours after the expiry of the specified TSM (for instance, the TSM is specified as 10.00 – 10.15 a.m. and the Carrier fails to arrive by 4.00 p.m. with clean means of transport and does not start the loading of goods), the procedure referred to in Article VI Section 4 of these GTC shall apply.

6. If the Carrier breaches any other contractual obligation under the Contract or these GTC, the Sender has the right to request a contractual penalty in the amount of €100 for each individual breach of any obligation set forth in the Contract or these GTC, even repeatedly.
7. In the event of breach of the OSH Rules in the EG LDP Premises by the Carrier, the Sender has the right to request payment of a contractual penalty in the amount specified in the OSH Rules. The Sender also has the right to show the Sender's employee who has repeatedly breached the obligation according to these OSH/PPE Rules out of the EG LPD Premises and ban that employee from entering the EG LPD Premises for a minimum period of 12 months. If several employees of the same Carrier repeatedly breach obligations according to these OSH/PPE Rules (not necessarily at the same time), the Sender may also, at its own discretion, ban the Carrier (or its subcontractor) from entering the EG LPD Premises and immediately withdraw from the Contract/Order.
8. If the Carrier breaches obligations in the area of compliance with safety and fire-prevention regulations in the Premises, at the place of loading/unloading of the Sender's contractual partner, the Sender has the right to request a contractual penalty in the amount of the contractual penalty imposed on the Sender by the Sender's contractual partner and is also entitled to immediately withdraw from the Contract/Order concluded with the Carrier.
9. The claim for payment of a contractual penalty shall arise provided that the Sender asks the Carrier in writing to pay the contractual penalty; this claim shall then be payable within the period specified in the written request for payment of the contractual penalty.
10. The exercise of a claim for payment of a contractual penalty shall be without prejudice to the injured party's right to compensation for damages in excess of the contractual penalty incurred as a result of a breach of the infringing party's obligation secured by the contractual penalty.

## **Article VII**

### **Obligations Relating to the GMP+ (Good Manufacturing Practice) Certificate**

1. In the event that, according to the Contract, the Carrier performs carriage of feed in the GMP+ system, the Carrier represents that it complies with all the requirements and conditions for ensuring feed safety.
2. The Carrier is obliged to perform the carriage of feed solely by means of transport that comply with hygiene regulations and in accordance with the manual of transport regulations or relevant Sections of sectoral directives (if any) prepared in accordance with Article 22 of Regulation (EC) No. 1831/2003. All the means of transport, whether own or leased, used for the carriage of goods in bulk or packed must be adequately and sufficiently inspected with particular regard to hygiene and potential contamination.
3. Prior to the loading of feed, no residues from previous loads may be left in the containers (that applies to tanker, container and curtain semi-trailers etc.). They must be clean and dry.
4. All the vehicles used for the supply of feed must be kept clean and operated in accordance with the transport manuals: The transport manuals must stipulate that all the vehicles used for the carriage of input and ready-made feed must be subject to regular cleaning and disinfection programmes in accordance with the IDTF database to ensure that they are clean and free of any accumulated residual waste. If these vehicles are used for the carriage of goods or materials that pose a health risk – according to the definition of a person responsible for the inspection of feed safety – the vehicles must be thoroughly cleaned, disinfected and dried according to the



requirements set forth in the manual and taking into account the HACCP studies before they can be used for the carriage of input and ready-made feed.

5. To facilitate traceability of finished products during and after the carriage, the Carrier must record data on the individual loading premises used.
6. In the absence of a transport manual for ready-made feed, other evidence of compliance with hygiene and traceability of previous loads must be specified.
7. The input and ready-made feed must be protected against contamination and kept dry during the carriage. Always when possible, closed vehicles shall be used for the carriage of feed materials/feed in bulk or, if that is not practical, the load must be covered. The used covering material must be kept clean and regularly cleaned, sanitised and dried.

#### **Article VIII Insurance**

1. The Carrier is obliged to have valid statutory insurance to cover damages for which the Carrier is liable as haulier, always at least in the amount of €20,000.
2. The Carrier is obliged to prove this fact to the Sender by submitting a copy of the concluded insurance policy/insurance certificate within 5 days from the receipt of the Sender's request.
3. The Carrier undertakes to maintain this insurance in force during the term of the Contract, and when renewing the insurance, not to reduce the amount of the insurance indemnity stated in the insurance certificate or in the copy of the insurance policy.

#### **Article IX TSM**

1. If the place of dispatch or the place of destination of the carriage of goods agreed in the Contract/Order is the "EG LPD Premises", the logistics and transport, including the weighing system, are managed in the Sender's electronic time slot management system (hereinafter referred to as the "TSM") in accordance with this Article IX hereof.
2. After concluding the Contract/Order, the Carrier shall immediately register itself in the electronic TSM system by entering its email address specified in the Contract/Order. The carriage of goods is scheduled in the electronic TSM system by selecting free time slots for the carriage of goods.
3. Each individual carriage of goods is assigned a unique identification number in the TSM, the so-called TSM ID code (hereinafter referred to as the "TSM ID"). The Carrier is always obliged to identify itself by the TSM ID prior to the carriage of goods to/from the EG LPD Premises.
4. The carriage of goods shall be carried out on the basis of the time slot confirmed by the Sender. After selecting the time slot, the Carrier shall receive from the Sender a notification email containing the TSM ID, the agreed date and time of loading/unloading, the place of loading/unloading, Carrier identification, type and quantity of the goods, and the type of the means of transport. The time slot confirmed in this way is binding on the Parties and the Carrier undertakes to perform the carriage of goods in accordance with the confirmed time slot, i.e. to make the means of transport available for loading/unloading of the goods in the agreed time according to the confirmed time slot.
5. Prior to entering the EG LPD Premises, an employee of the Carrier or its subcontractor is obliged to identify the carriage of goods using the TSM ID unique identification number and perform physical registration of its TSM ID at the gatehouse of the EG LPD Premises. The procedure to be used by the Carrier's employee for registration is referred to in Annex No. 1 hereto, as well as on

the website: <https://www.rtlogistic.sk/sk/kontakt> under Documents for driver registration at the gatehouse.

6. The physical registration of TSM ID needs to be done at the gatehouse of the EG LPD Premises at least 15 minutes prior to the time specified in the notification email (Section 4) as the time of loading/unloading (for instance, time specified as 10.00 a.m. – the registration at gatehouse needs to be performed by 9.45 a.m. at the latest).
7. The Carrier acknowledges that without proper registration in the TSM system, without physical registration at the gatehouse of EG LPD Premises or without identification by a specific TSM ID upon entry to the EG LPD Premises the Sender is entitled to refuse and not accept the delivery of the goods. In such an event, all costs related to such justified refusal to carry the goods shall be borne by the Carrier.

#### **Article X** **OSH in the EG LPD Premises**

1. Each employee of the Carrier (or employee of the Carrier's subcontractor) driving a motor vehicle while performing the carriage of goods and entering the EG LPD Premises with the motor vehicle (hereinafter referred to as the "driver") is obliged to comply with the Sender's safety and fire-prevention regulations.
2. Each driver is obliged to acquaint themselves with the internal safety and fire-prevention regulations of the company EG in advance prior to entering the EG LPD Premises; the safety and fire-prevention regulations are included in the "STATEMENT on acquaintance with the general principles of movement of visiting motor vehicles within the ENVIEN GROUP EG Premises at Trnavská cesta in Leopoldov" (hereinafter referred to as the "Statement"; see Annex No. 2 hereto) and to act in the EG LPD Premises in accordance with the Statement.
3. Following the acquaintance with the Statement, the driver is obliged to sign the Statement in own hand and place it behind the windscreen of the motor vehicle with which the driver is entering the EG LPD Premises so as to demonstrate that the driver is a person acquainted with such internal regulations. The driver shall hand over the second signed copy of the Statement at the time of inspection upon entering the EG LPD Premises.
4. The Statement has been drawn up in the Slovak language and is translated into the English language. Nine (9) language versions are available at the gatehouse of the EG LPD Premises. In the event that the driver does not speak any of these languages, an English version of the Statement will be provided to the driver.
5. RTL is entitled to unilaterally change the Statement, while the current wording of the Statement can be found on the RTL website; link: [https://www.rtlogistic.sk/images/pdf/2023/prehlasenie\\_SK\\_ENV.pdf](https://www.rtlogistic.sk/images/pdf/2023/prehlasenie_SK_ENV.pdf). Changes to the Statement shall come into effect with respect to the Carrier on the second business day after the day when RTL notifies the Carrier of those changes. RTL shall inform the Carrier of the changes to the Statement via email to the address referred to in the Contract/Order.
6. The Carrier is responsible for the safety and health protection of the drivers and for their demonstrable acquaintance with the Statement.
7. The Carrier is responsible for the prescribed personal protective equipment of drivers in accordance with the Statement. If the driver does not have the prescribed personal protective equipment, the driver shall be refused entry to the EG LPD Premises and the agreed carriage of goods shall, for that reason, be deemed not performed (see Article VI(4) of the GTC) and the Carrier is obliged to bear all the related costs.
8. In the event that the driver notices a work accident, fire, traffic accident or environmental pollution in the EG LPD Premises, the driver shall report the incident to the relevant reporting



office (control room). In the event that the driver causes a work accident, fire, traffic accident or environmental pollution in the EG LPD Premises, the driver shall report the incident to the relevant reporting office (control room). The driver further undertakes to provide cooperation in order to investigate and clarify the incident.

9. The driver is obliged to maintain order and cleanliness in the EG LPD Premises and to continuously remove waste and impurities resulting from the driver's activity to the place designated for that purpose by the Sender. The driver is also obliged to maintain order and cleanliness on the adjacent roads.
10. Violation of any of the Carrier's obligations set forth in this Article X hereof shall be deemed to constitute a material breach of the Contract/Order and may be a reason for withdrawal from the Contract by the Sender.

In Leopoldov, on 1 August 2023

**RT LOGISTIC, a.s.**

Ing. Jozef Kamas  
Chairman of the Board of Directors

Ing. Alexandra Broszová  
Member of the Board of Directors

Annex No. 1

## 1, Write TSM ID

**Registrácia vodiča**

TSM ID

## 2. Fill the sheet step by step

- Type of transport
- Carrier
- Driver's first name and surname
- Registration number of the vehicle
- Registration number of the trailer
- Driver's phone number (Kontaktné tel. číslo)
- Klik Perform the registration

## Registration screen

**Registrácia vodiča**

TSM ID 2012001139

\* Typ prepravného prostriedku

\* Prepravca

\* Meno a priezvisko vodiča

\* Evidenčné číslo vozidla

\* Evidenčné číslo návesu (prívesu)

\* Kontaktné tel. číslo (napr. 421905246802)

Plánovaný dátum a čas príchodu 07.01.2021 17:10

Skutočný dátum a čas príchodu *(skutočný dátum a čas príchodu bude poznačený automaticky ako moment vykonania registrácie vodiča)*

In case of registration problems call +421 918 742 028



## STATEMENT

on acquaintance with the general principles of movement of visiting motor vehicles and their drivers within the HEG (HOLDING ENVIEN GROUP) site based at Trnavská cesta in Leopoldov

### PLACE IN THE WINDSCREEN OF THE VEHICLE.

Instructions for the site visitors driving a motor vehicle:

- 1) The driver is required to present valid documents prescribed by the traffic law or special regulations.
- 2) The driver is required to undergo checks before entering and exiting the HEG site and to follow the instructions of security staff.
- 3) When entering the HEG site, truck drivers must wear a reflective vest and steel toe safety boots. Each driver shall carry a helmet.



- 4) Before entering the areas (commodity receipt and storage/expedition areas/bottling and filling of tankers), each driver must wear a helmet!
- 5) Before starting the bottling of flammable liquid products (FAME/METHANOL/SODIUM METHANOLATE), the driver is required to ground the tanker, secure the equipment against leakage, prevent overfilling of the tank and



follow the instructions of the supervising HEG employee.

- 6) Drivers may only remain in the areas for the limited time required for filling/emptying/bottling and are required to leave the areas as quickly as possible.
- 7) The maximum permitted speed for the movement of motor vehicles throughout the HEG site is 20 km/h.
- 8) Motor vehicles may drive on the site only on specified/marked roads and areas.
- 9) Parking of motor vehicles is only permitted in reserved parking areas or in designated places (see page 2) and the driver is required to follow the instructions of security staff.
- 10) The motor vehicle driver is required to switch off the engine when parked, unless prevented by important facts, and to secure the vehicle from moving unintentionally.
- 11) The HEG site is monitored by a CCTV system.
- 12) **Throughout the HEG site, it is strictly PROHIBITED!!!:**

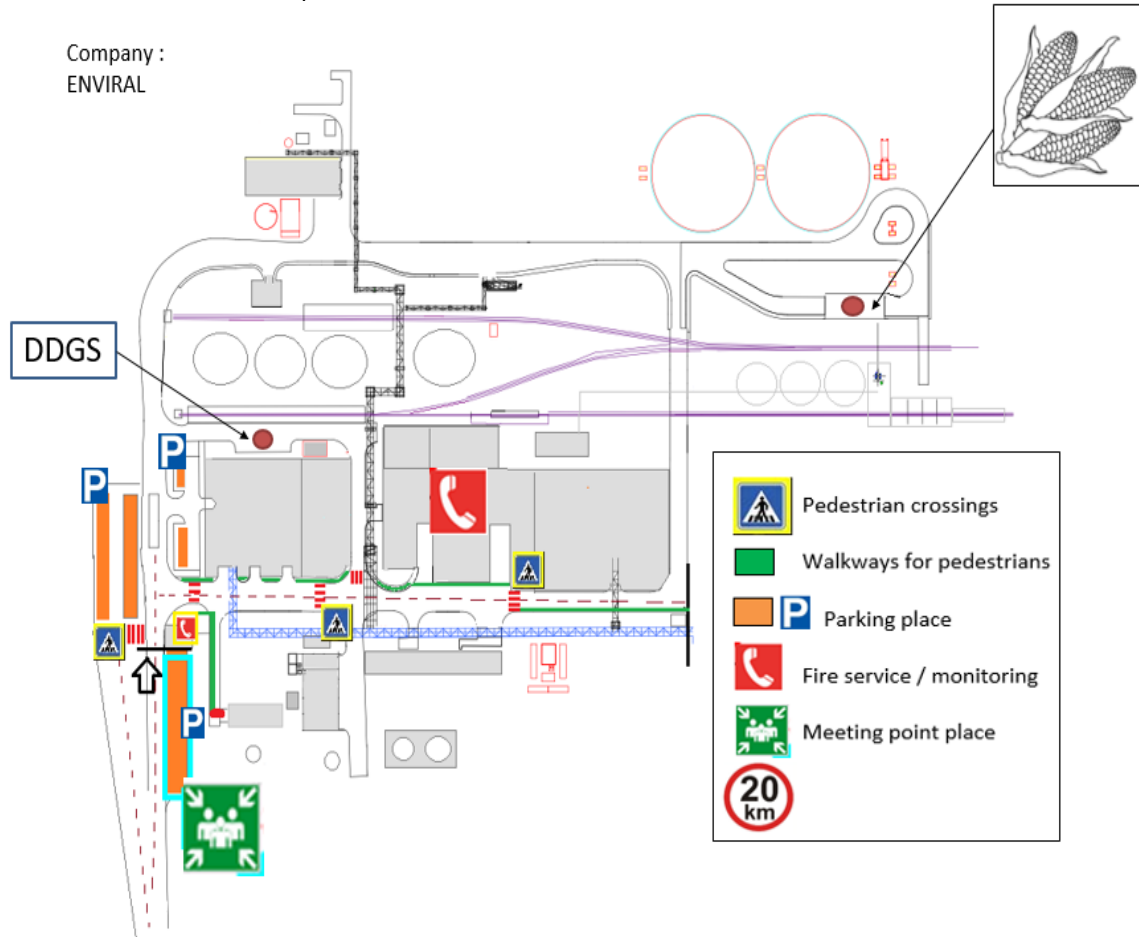
- arbitrarily and unreasonably moving around the HEG site
  - entering the railyard
  - climbing on top of a tanker that is not equipped with a collective guard (railing)
  - parking on footpaths and pedestrian crossings
  - smoking and handling naked flames, except in reserved places
  - consuming alcohol and other addictive substances and entering the HEG site under their influence
  - bringing in weapons and other health threatening materials
  - taking pictures and making audio recordings without permission.



- 13) If the driving of a motor vehicle threatens the safety and fluency of road traffic and persons moving within the company's site due to the technical condition of the motor vehicle, the driver of the motor vehicle is required to park the motor vehicle until the fault has been removed. If this is not possible, the driver can only proceed at a reasonable speed to the nearest location where the fault can be removed.
- 14) In case of participation in a casualty/traffic accident at the HEG site, an accident report must be made immediately and the incident reported to the HEG employee who manages the driver's activity within HEG.
- 15) After evacuation of persons is announced, the site visitors are required to get to the assembly point for MEROCO/POLNOSERVIS a.s. – the parking area for motor vehicles, or the assembly point for ENVIRAL, a.s. – the parking area for motor vehicles (in front of the reception).
- 16) In the event of a violation of the general principles, the person violating the principles and the company employing such person can be penalized on the basis of the HEG-approved penalties.

17) Personal data provided in connection with the entry and movement of a driver in the HEG site is processed within the meaning of EU Regulation No. 2016/679 (GDPR) based on the legitimate interest of the controller, i.e. a company of the ENVIEN Group Holding (HEG). More detailed information on the protection of personal data and the rights of data subjects is available on the accessible spot in the reception area and is available on leaflets at the reception.”

Company :  
ENVIRAL



**In case of emergency (accident, fire) call:**

**112** - Integrated rescue system

+ 421 33 7352 400 Fire service comp. ENVIRAL – ENTRY GATE

+ 421 33 7352 410 Fire service comp. ENVIRAL - monitoring

I acknowledge the above and agree with my signature

On: .....

.....  
Name and surname and legible signature

NOTICE: In the event of refusal to sign this statement, entry to the site areas and buildings of HEG Trnavská cesta, Leopoldov will not be allowed