

**Syntarel s. r. o.**

**with headquarters at Landererova 7743/8 Bratislava -  
Old Town District 811 09, Slovak Republic**

**Transport regulations for domestic and international  
road freight transport**

# Section I

## Basic provisions

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### Article I – Introductory provisions

1. This transport order regulates the conditions under which the carrier carries out road freight transport within the Slovak Republic and European Union states under a Community license in the sense of the Civil or Commercial Code in the valid and effective version.
  2. The carrier according to these transport regulations is **Syntarel s. r. o. Landererova 7743/8 Bratislava - Old Town district 811 09, Slovak Republic, ID number: 56 815 212, VAT number: SK 2122457777** which engages in road freight transport within the Slovak Republic and European Union states under a Community license.
  3. The carrier holds a valid license for international road freight transport according to **Regulation (EC) No. 1072/2009 a Act No. 56/2012 Coll. about road transport.**
  4. These transport regulations are binding for all contractual partners of the carrier.
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### Article II – Definition of terms

- **Carrier:** legal or natural person operating freight road transport.
  - **Sender (sender):** the person ordering the transportation of goods.
  - **Beneficiary:** the person to whom the shipment is intended.
  - **Transport:** is the movement of things, loads, industrial goods and other required types of goods in international and national road freight transport.
  - **Shipment:** things intended for transport on the basis of one transport contract.
  - **CMR:** Convention on the Contract for the International Carriage of Goods by Road (Geneva 1956).
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## **Article III – The type of road transport operated and the range of transport services provided**

1. The carrier carries out freight road transport in the following scope:
    - a. domestic road freight transport,
    - b. international road freight transport.
  2. Nature of road freight transport:
    - a. full truck shipments,
    - b. unit shipments,
    - c. loading,
  3. Shipments transported for one sender or recipient by one vehicle trip are considered to be whole-vehicle shipments, if their weight is greater than 2500 kg or regardless of its weight:
    - a. if it uses the useful weight or load space of the used vehicle,
    - b. if, according to the agreement with the carrier, the shipment is transported by special independent driving of the vehicle or because the nature of the shipment, or the execution of the shipment within the required period, requires it,
    - c. if the shipment is loaded or unloaded for operational reasons at two or more locations. One trip of the vehicle is also considered if the carrier transferred the load to another vehicle for operational reasons.
  4. Reloading is considered a shipment transported together with other shipments or during such a drive of the vehicle, which would otherwise have to be carried out without a load.
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## **Article IV – Definition of transported items by the carrier**

1. Given its current technical base, the carrier transports wagon shipments.
  - a. transport of cargo on pallets,
  - b. transportation of other types of goods based on carrier orders,
  - c. transport of heavy and oversized loads,

2. Types of transport according to the technical base, especially the vehicle fleet
  3. Other transports are carried out on the basis of detailed orders from transporters.
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## **Article V – Prices and payment terms**

1. The prices for the provided transport services are determined according to the currently valid price list of the carrier, or according to an individually agreed price offer approved by the customer before the transport is carried out. All prices are stated exclusive of VAT, unless explicitly agreed otherwise..
  2. Accounting for transport costs is carried out on the basis of transport parameters, including mainly distance, weight, volume, type of goods, degree of urgency and other additional services according to the agreement.
  3. The customer is obliged to pay the invoice issued by the carrier within 14 days of its delivery, unless otherwise stated in the contract or invoice.
  4. The payment is considered to have been made on the day the relevant amount is credited to the carrier's bank account.
  5. In case of delay in payment, the carrier is entitled to interest on the delay in the amount determined by the applicable legal regulations of the Slovak Republic (pursuant to § 369c of the Commercial Code).
  6. The carrier reserves the right to demand an advance payment before carrying out the transport, especially in the case of new business relationships, specific orders or high-value services.
  7. The carrier is entitled to adjust prices in the event of significant changes in costs (e.g. fuel, tolls, inflation), while the customer must be informed of this change at least 7 days in advance.
  8. Any additional services (loading, unloading, customs services, insurance, storage, etc.) will be charged separately according to the valid price list or individual agreement.
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## **Article VI – Items excluded from carriage**

1. They are excluded from transport
  - a. transportation of food,
  - b. transportation of dangerous goods,

- c. things, the transport of which is prohibited by generally applicable legal regulations,
  - d. objects which, due to their dimensions or weight, considering the useful weight, the dimensions of the vehicles and the condition of the land roads to be used for transport, are unsuitable for transport by the carrier's vehicle,
2. Due to its current technical base, the carrier does not transport live animals.
  3. The carrier does not carry out particularly excessive and oversized transports, which would require a specialized technical base.
  4. If a shipment that is excluded from transportation or its transportation is permitted under special conditions was submitted for transportation, without this nature of the shipment being notified to the carrier, or such a shipment was accepted for transportation based on incorrect or incomplete data, the sender is obliged to pay a fine equal to twice the agreed transportation fee for a full truckload shipment.
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## **Article VII – Conditions for the loading and unloading of vehicles and the extent of cooperation between the sender and the recipient of goods with the carrier**

1. The carrier, as well as consignors and forwarders, will ensure that the contractually agreed transport schedules are in accordance with Regulation of the EP and the Council no. 561/2006 on the harmonization of certain legal regulations in the social field, which relate to road transport and which amend Council regulations (EEC) no. 3821/85 and (EC) no. 2135/98 and repeals Council Regulation (EEC) No. 3820/85. This is mainly about observing the operating hours of the sender's loading points and the recipient's unloading points, observing the loading and unloading times so that the carrier's drivers can observe the work schedule regarding driving time, breaks, daily and weekly rest.
2. The sender is obliged to mark the shipment or its individual pieces if this is prescribed by these transport regulations or if it is necessary to facilitate the handling of the shipment or to eliminate the risk of its damage or confusion. When labeling shipments containing dangerous goods, the sender is obliged to comply with the provisions of the European Agreement on the International Carriage of Dangerous Goods by Road (ADR).
3. The carrier is entitled to check at any time whether the shipment corresponds to the carrier's entries in the shipping documents (e.g. delivery note, bill of lading). The examination 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.
4. If the carrier discovers before the vehicle leaves the loading point that a shipment excluded from transportation has been accepted for transportation, it is obliged to return it to the sender and the sender is obliged to take it back.

5. If an error is found during the delivery of the shipment that could cause damage to the vehicle or to the shipment being transported together, the carrier is entitled to refuse to accept the shipment for transport, if the error was discovered only during transportation, it will interrupt the journey. In the event of an interruption of the journey, the carrier proceeds as in the case of other transport obstacles.
6. The sender of the shipment is obliged to hand over the shipment to the carrier in a condition suitable for transportation on land. If the shipment is not suitable for transport or its error is found according to par. 10, the carrier may refuse to accept it for transport. Costs associated with the delivery of the vehicle for loading, delay of the vehicle during loading, or costs associated with the interruption of transportation pursuant to para. 10, the sender of the shipment is obliged to pay the carrier.
7. The weight of the shipment means the weight with the sender's handling and transport aids taken at the same time as the shipment.
8. The sender determines the weight of the shipment and is responsible for this data, which is stated in the bill of lading or other accompanying documents.
9. The carrier is entitled to check the weight of the shipment at any time, especially if he has doubts about the correctness of this information on the part of the sender. The weight is determined by official weighing or calculation, if the amount of cargo is indicated by the number of individual identical pieces or the number of measurement units and the weight of one piece of the shipment or measurement unit is known or determined by weighing.
10. The method of examination of the weight and the result of the examination shall be recorded by the carrier on all parts of the waybill or other transport document that are available during the examination.
11. The sender pays the costs associated with determining the weight of the shipment (e.g. official weighing, etc.) if he requested the weight determination from the carrier in the transport contract or if the weight of the shipment determined by the carrier differs by more than 3% from the weight stated by the sender.
12. If the recipient has requested to determine the weight of the shipment, he is also obliged to pay the costs associated with determining the weight of the shipment.
13. The consignor in the Slovak Republic is aware that if, without the knowledge of the driver of the vehicle or its operator, he exceeds the maximum permissible total weight of the vehicle, the maximum permissible weight of the vehicle, the maximum permissible total weight of the trailer or the maximum permissible weight of the axles of the vehicle, he may, according to Act No. 8/2009 Coll. on road traffic, as amended, sanctioned by the relevant police force.
14. If the carrier finds that the permitted weight of the cargo is exceeded or its bad distribution caused by the sender at the place of dispatch, the sender is obliged to unload part of the shipment or its transfer. If the carrier only finds out during the transport, e.g. due to incorrect data on the weight of the shipment, he is entitled to unload part of the shipment or its transfer to the account and risk of the sender of the shipment. About the fact that the shipment will be translated or to unload the part, the carrier is obliged to inform the sender of the shipment and is obliged to record these actions in the transport document. For the transport of the unloaded

part of the shipment, the sender is obliged to issue a separate transport order.

15. The sender is obliged to precisely specify in the transport contract the place of loading and unloading (exact address) and also notify the carrier of any restrictions for the entry of certain trucks or at a certain time to the place of loading or unloading. For example, is the place located 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 obliged to indicate the hours of operation of the recipient or at which time unloading can be carried out.
16. In general, loading is provided by the sender and unloading by the recipient, unless otherwise agreed with the carrier..
17. From the point of view of the transport contract, the vehicle crew is not obliged to ensure the loading and unloading of the vehicle. The carrier will carry out loading or unloading only if it has the necessary operating equipment and workers for this and it is expressly agreed in the transport contract and for an agreed surcharge to the transport price. In terms of occupational safety regulations, the carrier's vehicle crew cannot use the transporters' handling equipment unless they have been trained in their operation and with the written consent of the transporters.
18. The sender is obliged to take all measures necessary for smooth loading and to protect the shipment from damage in a timely manner. The carrier (sender and recipient) is obliged to ensure the conditions for work safety and for the economic use of the carrier's vehicles. In particular, he is obliged to ensure that the loading and unloading places and equipment are maintained in a condition that allows fast and safe loading and unloading of shipments, to ensure sufficient strengthening of all areas used for driving vehicles, including non-public access roads, and to maintain them in a passable and safe condition, as well as to provide sufficient lighting at the places where vehicles are loaded and unloaded.
19. The driver (representing the carrier) must participate in loading and may direct the distribution of the load on the vehicle, e.g. from the point of view of evenly loading the axles of the vehicle with transported goods and from the point of view that the safety and smoothness of road traffic are not endangered during transport. If the sender does not follow the instructions of the carrier and therefore there is an error in loading, especially in the overloading of the vehicle, the carrier is entitled to request the transfer of the load on the vehicle or the folding of the load or part of it. If the carrier is not satisfied, he can refuse to carry out the transport, or arrange for proper composition and storage of the cargo at the expense and risk of the sender.
20. If the carrier ensures the loading and unloading of the vehicle, it is obliged to ensure that the vehicle and other equipment of the carrier are not damaged.
21. If it is required to wash the tank vehicle, tank container or tank body before loading another type of cargo, the transporter is obliged to notify the carrier of this fact in the transport order or framework transport contract. The costs associated with washing are covered by the carrier.
22. Due to damage to the shipment during transportation, the recipient may refuse to accept the shipment or part of it only if the state of the shipment has changed due to damage to the extent that it cannot be used for its original purpose. However, the recipient is not obliged to accept the shipment, unless the carrier writes a record of

damage to the shipment in the presence of both parties involved. The entry can also be made in the transport document.

23. Reservations regarding the method of loading, transshipment and unloading shall be applied by the carrier (member of the vehicle crew) to the sender, recipient or other persons in writing, for example in the bill of lading.
24. The carrier's delay time during loading or unloading is considered; unless otherwise agreed in the transport contract; the time from the requested time of the carrier's vehicle being brought up for loading or unloading to the start of loading or unloading and any interruption of these works due to no fault of the carrier, including the issuance of transport documents for the shipment. For the time of delay, the carrier may demand financial compensation, which should be agreed in the transport contract.

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## **Section II**

### **The method of conclusion and the validity of the contract for the transport of goods in domestic road freight transport**

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#### **Article VIII – Basic provision for the contract for the carriage of goods in national road freight transport**

1. If a business entity orders transportation from a carrier and a transportation contract is concluded, it will be governed by the provisions of §§ 610-629 on the contract for the transportation of goods according to Act no. 513/1991 Coll. Commercial Code as amended.
2. With the contract for the carriage of the item, the carrier undertakes to the sender to transport the item (consignment) from a certain place (place of dispatch) to a certain other place (place of destination) and the sender undertakes to pay him compensation (carriage fee).
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 receipt of the shipment in writing.
4. If special documents are required to carry out the transport, the sender is obliged to hand them over to the carrier at the latest when the shipment is handed over for transport. The sender is responsible for damage caused to the carrier by not handing over these documents or their incorrectness.



5. Unless otherwise stated in the contract, the contract shall expire if the sender has not requested the carrier to take over the shipment within the time specified in the contract, otherwise within six months from 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 unnecessary delay. In case of doubt, the period begins to run on the day following the delivery of the shipment by the carrier.
  7. If the recipient of the shipment is known to the carrier, he is obliged to deliver the shipment to him, or if according to the contract the recipient is supposed to pick up the shipment at the destination, to notify him of the end of the transport.
  8. As long as the carrier has not released the shipment to the recipient, the sender is entitled to demand that the transportation be interrupted and the shipment be returned to him, or that it be handled differently, and he shall pay the costs incurred in this regard.
  9. If a non-entrepreneur orders the transportation of items from the carrier, a cargo transportation contract will be concluded according to §§765 - 773 of Act no. 40/1964 Coll. Civil Code as amended.
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## **Article IX – Obligations of the person ordering the transport and the recipient of the shipment**

1. The customer of the transport, 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 breach of this obligation.
2. The sender is obliged to order transportation with the carrier. An e-mail, fax or telephone order is also sufficient.
3. A transport order can be issued for one transport or a certain number of transports. If the transports will be repeated and the transport will take a longer period, it is more appropriate to conclude a framework transport contract between the carrier and the customer of the transport.
4. The transport order must contain the data necessary for carrying out the transport and issuing the invoice according to the applicable legislation. For the correct conclusion of the transport contract, the order or draft transport contract must contain the following information:

- a. business name of the transport orderer, address, ID number, VAT ID number, e-mail, telephone number and, if necessary, other contact information,
  - b. information about the shipment (type, gross weight, etc.),
  - c. the place of dispatch and the place of destination of the shipment (exact address),
  - d. if required, loading time and unloading time as well,
  - e. the agreed remuneration for carrying out the transport (price for transport).
- 5. If special documents are required for carrying out 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 responsible for damage caused to the carrier by their failure to deliver or their incorrectness.
- 6. When ordering transport, the customer is obliged to inform the carrier of a higher price of the shipment than the normal market price.
- 7. When transporting goods whose price is higher than €35,000, the customer is obliged to notify and document this value to the carrier in view of the carrier's liability insurance for the shipment.
- 8. At the request of the sender, the carrier is obliged to confirm the receipt of the shipment in writing.
- 9. A transport contract is created between the customer (sender or recipient) and the carrier
  - a. by accepting the order,
  - b. if it is a transport that does not need to be ordered, by starting the transport,
  - c. by taking over the shipment for transport.
- 10. The order is accepted
  - a. if there is an oral or telephone agreement between the carrier and the sender on the scope, time, or method of carrying out the requested transport, or
  - b. the moment when the carrier confirms its receipt to the customer in writing, by e-mail, fax or in another reliable way; if the sender requests such a confirmation, the carrier is obliged to comply,
  - c. by starting the ordered transport by the carrier, unless the order has been received according to the previous points.

11. If the carrier accepts the proposal of the recipient of the shipment for its further transport to another recipient, a new transport contract is created.
12. When accepting a transport order or concluding a transport contract, the carrier may require the transport customer to make a deposit of up to 100% of the agreed price or preliminary price for transportation. The carrier is obliged to properly confirm the receipt of the advance payment and issue the required tax documents (e.g. advance payment invoice).
13. Until the delivery of the shipment, the sender has the right to give new orders to the carrier under the conditions established by these transport regulations.
14. The carrier is entitled to the agreed payment.
15. The carrier is entitled to transport charges after carrying out the transport to the destination, if the contract does not stipulate a different price.
16. If the carrier cannot complete the transport due to facts for which it is not responsible, it is entitled to a proportional part of the transport fee, taking into account the transport already carried out.
17. If the recipient of the shipment is specified in the contract, he acquires the rights from the contract when he requests the release of the shipment after its delivery to the destination or after the expiration of the period when it should have arrived there. Claims regarding damage to the shipment are also transferred to the recipient at this moment. However, the carrier will not deliver the shipment to the recipient if it would be contrary to the instructions given to him by the sender. In this case, the sender still has the right to handle the shipment. If the sender designates a person other than the recipient to the carrier, this person acquires rights from the contract in the same way as the original recipient.
18. By accepting the shipment, the recipient assumes responsibility for the payment of the carrier's claims against the sender for contracts related to the transportation of the received shipment, if the recipient knew or had to know about these claims.
19. The carrier has a retention fee to secure its claims arising from the contract the right to the shipment as long as he can dispose of it.
20. If several rights of retention are binding on the shipment, the carrier's right of retention takes precedence over previously established rights of retention.
21. The carrier's lien has priority over the sender's lien.

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## **Article X – Liability of the carrier for damage to the shipment and for failure to comply with the conditions of transportation**

1. The carrier is responsible for damage to the shipment that occurred after it was taken over by the carrier until it was delivered to the recipient, unless the carrier could not prevent it by exercising professional care.
2. However, the carrier is not responsible for damage to the shipment if it proves that it was caused by:
  - a. the sender, recipient or owner of the shipment,
  - b. defect or the natural nature of the contents of the shipment, including normal loss, a circumstance that the carrier could not prevent; these are cases of force majeure, for example damage to cargo during floods, earthquakes, fires, avalanches, etc.
3. In case of damage to the shipment caused according to paragraph (2), the carrier is obliged to use professional care to keep the damage as small as possible.
4. In case of loss or destruction of the shipment, the carrier is obliged to compensate the price that the shipment had at the time it was handed over to the carrier.
5. In case of damage or deterioration of the shipment, the carrier is obliged to compensate the difference between the price that the shipment had at the time of its acceptance by the carrier and the price that the damaged or damaged shipment would have had at that time.
6. In the case of a cargo transportation contract according to the Civil Code, the carrier is obliged to compensate the loss or destruction of the shipment for the price of the lost or destroyed shipment at the time it was accepted for transportation. In addition, he is obliged to bear the purposefully incurred costs incurred in connection with the transport of the lost or destroyed shipment. In case of damage or partial loss of the shipment, the carrier pays the amount by which the shipment was devalued; if it is expedient to carry out the repair, the carrier covers the cost of the repair. The carrier is responsible for the mentioned damages up to the value of EUR 10,000. The carrier is obliged to carry out the transport with professional care and within the specified period. The carrier is only responsible for other damage from freight transport, such as damage to the transported shipment, if it was caused by exceeding the delivery time. The carrier is liable for damage caused by exceeding the delivery time up to the amount of the shipping fee. The sender or recipient must clearly prove the damage caused to the carrier.
7. The carrier is obliged to promptly report to the sender the damage to the shipment that occurred before it was handed over to the recipient. However, if the recipient has acquired the right to issue the shipment, he is obliged to submit this report to the recipient. The carrier is liable for damage caused to the sender or recipient by breach of this obligation.
8. If there is an immediate threat of substantial damage to the shipment and if there is no time to request the sender's instructions or if the sender hesitates to follow these

instructions, the carrier can sell the shipment in a suitable way for the sender's account.

9. The carrier can fulfill its obligation with the help of another carrier and is responsible as if it had carried out the transport itself.
10. For damage caused to the sender by not carrying out the transport, for which a written transport contract has already been agreed, the carrier is liable only up to the amount of proven expenses associated with the unnecessary preparation of the shipment for transport.
11. The sender must apply the right to compensation for damage to the carrier only in writing, while he must justify his demands. Furthermore, he must attach documents proving the legitimacy of his claim and the correctness of the requested amount and the relevant part of the transport document.
12. The sender must claim the right to compensation for damages with the carrier within six months from the delivery of the shipment to the recipient or, if the shipment was not issued, within six months from the delivery of the shipment for transportation, otherwise the right will expire.

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## **Article XI – Conditions for changing the transport contract and withdrawing from the contract**

1. Until the delivery of the shipment, the sender may demand that the transport be interrupted and the shipment be returned to him, or that it be handled differently in agreement with the carrier, and the sender is obliged to pay the purposefully incurred costs associated with this.
2. The recipient of the shipment can suggest that it be delivered to him at another unloading point.
3. Transport and other costs associated with the implementation of changes to the transport contract according to para. 1 is paid by the sender and according to par. 2 recipient.
4. The provisions of Art. 7.
5. If the need for transportation ceases to exist after the transportation contract has been negotiated, the sender is obliged to notify the carrier without delay.
6. If the transport was canceled only after the vehicle had left the agreed place of loading or the vehicle had already been brought to such a place and the consignment

was not submitted for transport due to reasons on the part of the sender, the carrier is entitled to compensation for the costs incurred in connection with it.

7. If the carrier cannot perform the agreed transportation or cannot perform it under the agreed conditions or the conditions established by these transportation regulations, it is obliged to notify the sender without delay. If the sender is not satisfied with the new conditions proposed by the carrier, he is entitled to withdraw from the transport contract; can 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 sender.
8. If an obstacle occurs after receiving the shipment for transport, for which it is not possible to start or continue the shipment or it is not possible to issue the shipment 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 obliged to contact the sender if it is a temporary obstacle (e.g. the necessity of rescheduling the shipment) and achieving his proposal would require a longer time than it would take to remove the obstacle.
10. If the obstacle disappears before the sender's additional proposal has been made, the carrier proceeds according to the originally agreed conditions. The consignor can already make a proposal in the waybill on how to handle the shipment in the event of an obstacle during transportation during the performance of the transportation contract.
11. If it is not possible to deliver the shipment to the recipient or return it to the sender according to the previous provisions, the carrier will arrange for its storage; the carrier will inform the sender about the storage of the shipment without delay. The costs associated with storage are paid by the sender.

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## **Article XII – Bills of lading in road freight transport**

1. The waybill as a transport document accompanies the shipment until it is issued. The consignor is obliged to hand over the duly completed consignment note to the carrier, or he is obliged to provide the carrier with the data relating to the shipment and, for example, after the carrier has written them in the bill of lading, confirm them with his signature, or the carrier can agree otherwise on the consignment note.
2. The consignment note is handed over to the carrier, unless otherwise agreed, together with the shipment.
3. The consignment note must contain at least the following data:
  - a. name (name) of sender and recipient,

- b. the usual name of the contents of the shipment and its packaging,
    - c. the total weight of the shipment,
    - d. place of loading and place of unloading,
    - e. date and confirmation of receipt of the shipment by the carrier and recipient,
    - f. place for the carrier's reservations.
  - 4. It is a bill of lading in national road freight transport
    - a. waybill completed and submitted by the sender,
    - b. delivery note, if it meets the stated conditions.
  - 5. If the shipment is loaded or unloaded in several places, the sender is obliged to submit a separate waybill for each part of the shipment. For some types of transport, the data of the transport document may be simplified.
  - 6. The carrier and carriers (sender and recipient) are responsible for the correctness and completeness of the data they enter in the transport document.
  - 7. The carrier has the right to write in the transport document the carrier's reservations about the type of vehicle used based on the request of the transport customer, the condition of the shipment, its packaging, the number of pieces and the method of loading.
  - 8. When transporting perishable food and transporting dangerous goods, additional documents prescribed by valid legislation are required from the sender, which are listed in other sections of the transport regulations.
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## **Section III**

### **The method of concluding and the validity of the contract for the carriage of goods in international road freight transport**

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#### **Article XIII - Basic provision for the contract of carriage of goods**

1. Due to the provision of Section 756 of the Commercial Code for the field of international transport, these agreements, conventions and contracts take precedence over the legal regulation valid in the Slovak Republic. Those parts of the individual articles of the transport regulations that are regulated in international treaties, agreements and conventions, for example in the Convention on the contract of carriage in international road freight transport (CMR), decree of the Ministry of Foreign Affairs no. 11/1975 Coll. in the wording of later amendments and additions, differently, will not be used in international road transport.
  2. The CMR Convention applies to any contract for the carriage of consignments for consideration by road vehicle, if the place of receipt of the consignment and the intended place of its delivery, as stated in the contract, lie in two different countries, at least one of which is a contracting state of the CMR Convention.
  3. The CMR Convention applies to the entire transport route and regardless of the length of the journey in the Slovak Republic and abroad. In this respect, the CMR Convention replaces national legislation.
  4. The CMR Convention applies to transport by road freight transport, in which motor vehicles, tractors, trailers, trailers and containers may be used.
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## **Article XIV - Obligations of the person ordering the transport and the recipient of the shipment**

1. The person ordering the transport, most often the sender, is obliged to attach to the waybill or make available to the carrier the documents necessary for customs and other official procedures carried out before the delivery of the shipment and to provide him with all the information he requests.
  2. The sender is entitled to dispose of the shipment, in particular he can request the carrier to stop the transportation, change the place of delivery or issue the shipment to a recipient other than the one listed in the bill of lading.
  3. The right to dispose of the shipment expires if the carrier hands over the second part of the bill of lading to the recipient and the latter confirms receipt of the shipment.
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## **Article XV - Waybills in international road freight transport**

1. The proof of the conclusion of the transport contract is the bill of lading, which is a reliable document of the conclusion and content of the transport contract, as well as



of the acceptance of the shipment by the carrier. If there is no bill of lading, if it has been lost or has some deficiencies, this does not affect the validity of the concluded transport contract (the provisions of the CMR Convention continue to apply to it), but its existence is necessary for some circumstances that enable the implementation of the CMR Convention and the power of proof in case of disputes. The international waybill is also proof of the place of loading and unloading and is a mandatory document when crossing customs borders.

2. Pursuant to the Additional Protocol to the Convention on the Contract of Carriage in International Road Freight Transport (CMR) regarding the electronic waybill dated 20/02/2008, an electronic waybill that complies with the provisions of this additional protocol is considered equivalent to the waybill specified in the CMR Convention, and therefore has the same probative value and effectiveness as the waybill. Electronic bill of lading means a bill of lading issued by means of electronic communication by the carrier, consignor or any other party interested in the performance of the contract of carriage covered by the CMR Convention, including details logically related to electronic communication through attachments, or otherwise linked to electronic communication concurrently with or subsequent to its issuance so that they become part of the electronic bill of lading. In accordance with the provisions of this additional protocol, the bill of lading referred to in the CMR Convention, as well as any request, declaration, instruction, request, reservation or other communication relating to the performance of the contract of carriage covered by the Convention, may be issued by means of electronic communication.
3. A separate CMR consignment note must be issued for each shipment. Each shipment sent by one sender to one recipient and in one vehicle or set is considered a separate shipment. There can be several separate shipments in one vehicle. If the shipment needs to be loaded onto several vehicles, or if it involves different types or separate parts of the shipment, the sender or carrier has the right to request the issuance of as many waybills as the number of vehicles to be used or how many types or separate parts of the shipment are to be loaded.
4. The bill of lading must contain the following information:
  - a. place and date of issue,
  - b. name and address of the sender,
  - c. name and address of the carrier,
  - d. the place and date of receipt of the shipment (loading) and its destination (unloading),
  - e. name and address of the recipient (also VAT number - tax identification number),

- f. the usual name of the nature of the transported goods (designation of the goods) and the type of packaging; for things of a dangerous nature, their generally recognized designation (according to the ADR agreement),
  - g. the number of pieces, their special brands and numbers,
  - h. the total weight of the shipment or the amount of goods expressed in another way, e.g. in m<sup>3</sup> (if there is a note in the bill of lading about the official weighing or counting of the goods, a document must be attached to the bill of lading, which the driver hands over to the recipient of the shipment),
  - i. costs associated with transportation (importation, ancillary fees, duties and other expenses arising from the moment of conclusion of the contract until the delivery of the shipment),
  - j. instructions necessary for customs and other official proceedings (e.g. the specified entry and exit customs offices, which must also agree with the data specified in the TIR carnet, if it is used during transportation or in other customs documents),
  - k. a statement that despite any clause to the contrary, the transport is subject to the provisions of the CMR Convention.
5. The bill of lading may also contain the following data:
- a. ban on transshipment,
  - b. expenses borne by the sender,
  - c. the price of the shipment and the amount expressing special interest in delivery,
  - d. the sender's instructions to the carrier regarding the insurance of the shipment,
  - e. the agreed period in which the transport is to take place,
  - f. list of documents handed over to the carrier.
6. The individual parties participating in the transport can enter other data in the waybill that they consider useful.
7. Completing the waybill is the responsibility of the shipper. Therefore, he is also responsible for the correctness of the data contained in the bill of lading, even if the relevant data is entered in the bill of lading by the representative of the carrier at the request of the sender. The sender is responsible for all expenses and damages incurred by the carrier as a result of inaccuracy or incompleteness:

- a. data listed in paragraph 3 under letters b, d, e, f, g, h and j,
  - b. of the data specified in paragraph 4,
  - c. all other data or instructions given by him for the issue of the bill of lading or for the purpose of recording them in the bill of lading.
- 8. When accepting the shipment for transport, the carrier will examine the correctness of the data in the bill of lading on the number of pieces and their brands and numbers, and the apparent condition of the shipment and its packaging. If the carrier does not have the appropriate means to check the correctness of the data, it will write reservations in the bill of lading, including their justification. He must also justify all reservations he made regarding the apparent condition of the shipment.
- 9. The carrier shall state his reservation on the first copy of the consignment note before handing it over to the sender, box No. 18 on the CMR consignment note form is intended for this purpose. The list of the most frequently used reservations by carriers is as follows:
  - a. loading reservation,
  - b. cargo securing,
  - c. cargo unloading and cargo securing was carried out by:
    - i. sender,
    - ii. the driver under unsuitable conditions at the request of the sender,
    - iii. recipient
    - iv. driver under unsuitable conditions at the request of the recipient
- 10. The carrier can formulate and enter other reservations in box 18 of the CMR consignment note or in another suitable way.
- 11. The bill of lading is, unless the contrary is proven, a reliable document on the conclusion of the content of the transport contract, as well as on the acceptance of the shipment by the carrier. However, if the bill of lading is not available, the transport contract applies, if its conclusion is proven otherwise.
- 12. The electronic waybill must be verified by the parties to the transport contract by means of a reliable electronic signature that ensures connection with the electronic waybill. Unless otherwise specified, a method using an electronic signature is considered reliable if the electronic signature:
  - a. bound exclusively to the signatory,

- b. able to identify the signatory,
  - c. established in a manner that is under the full control of the signatory, and
  - d. linked to the data to which it relates so that any further changes to this data can be detected.
13. An electronic waybill may be verified by another electronic verification method permitted by the legal order of the country in which the electronic waybill was issued. The data contained in the electronic bill of lading must be accessible to the contractual party that is authorized to do so.
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## **Article XVI – Liability of the carrier for damage to the shipment and for failure to comply with the conditions of transportation**

1. The carrier is responsible for the total or partial loss of the shipment or for its damage that occurs from the moment the shipment is accepted for transport until the moment it is issued, as well as for exceeding the delivery period. The carrier does not take responsibility if the loss of the shipment, its damage or the exceeding of the delivery period was caused by an authorized order that was not caused by the carrier's negligence, the shipment's own defect or circumstances that the carrier cannot avert and whose consequences it is not in its power to eliminate.
2. According to the CMR Convention, the carrier is released from liability if loss or damage occurs due to special peril related to one or more of the following facts:
  - a. handling, loading, storage or unloading of the shipment by the sender, recipient or persons acting on behalf of the sender or recipient,
  - b. the natural nature of certain goods, for which they are subject to total or partial loss or damage, internal deterioration, drying out, leakage, normal decay or the action of insects or rodents,
  - c. insufficient or incorrect marks or shipment numbers,
3. The authorized party may consider the shipment as lost without further evidence if it was not issued within 30 days after the agreed delivery period and if the deadline was not agreed upon within 60 days after the carrier took over the shipment for transport.
4. If the carrier has an obligation to compensate the damage for the complete or partial loss of the shipment, the compensation is calculated from the value of the shipment

at the place and time of its acceptance for transportation, according to the exchange rate, and if not, according to the normal market price.

5. Damage compensation may not exceed 8.33 numerical units, called "special drawing rights - XDR" per kg of the missing or damaged gross weight of the shipment. The value of XDR against EUR and other currencies is declared by the International Monetary Fund ([www.imf.org](http://www.imf.org)). That is, the exchange rate of XDR against EUR is taken on the day the shipment is taken over by the carrier for transportation.
6. If the agreed delivery period is exceeded and the authorized person proves that the damage occurred for this reason, the carrier is obliged to pay the damage only up to the amount of the import fee.
7. Further details regarding the carrier's liability are set out in the Convention on the Contract of Carriage in the International Carriage of Goods by Road (CMR) and the relevant Additional Protocols to the CMR Convention
8. In matters of transport subject to the CMR Convention, a claim can be filed against the carrier who issued this transport order only in a state court in the territory of the Slovak Republic.

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## **Article XVII – Conditions for changing the transport contract and withdrawing from the contract**

1. If the performance of the transport contract according to the conditions set out in the bill of lading or electronic bill of lading is impossible due to obstacles in transport for any reason, the carrier is obliged to request instructions from the person authorized to dispose of the shipment (most often it is the sender, forwarder, exceptionally e.g. recipient).
2. However, if the circumstances allow transportation to be carried out under conditions deviating from the conditions set out in the bill of lading (or dispositions) or electronic bill of lading and the carrier could not receive instructions from the authorized person in a reasonable time, the carrier must take such measures as it considers best in the interest of the authorized person (e.g. averting damage that forces prompt action). If, after the shipment has reached the place of delivery, there are obstacles in the delivery, the carrier is obliged to request instructions from the sender. The carrier is entitled to reimbursement of expenses incurred by requesting or executing instructions, as long as these expenses are not incurred through his fault.
3. In exceptional cases, the carrier may even proceed with the sale of the shipment without waiting for the instruction of the authorized party (most often the sender), if the shipment is subject to rapid deterioration, or if such a procedure is justified by the condition of the shipment, or if the storage costs are disproportionate to the value of the shipment. He can proceed with the sale if he has not received contrary

instructions from the authorized person within a reasonable period of time. The sales procedure is governed by the legal order and customs of the place where the shipment is located. The proceeds from the sale after deducting the amounts bound by the shipment (e.g. shipping) must be made available to the authorized party (most often the sender of the shipment).

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## **Section IV**

### **Transportation of dangerous goods**

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#### **Article XVIII – Basic provisions for the transport of dangerous goods**

1. In road transport, only dangerous goods can be transported, the transport of which is permitted by the international agreement to which the Slovak Republic is bound (the European Agreement on the Transport of Dangerous Goods by Road - ADR, hereinafter referred to as the "ADR Agreement"); this does not apply if it is about
  - a. transportation of dangerous goods carried out in full within the boundaries of the closed area
  - b. time-limited traffic operations with clearly identified dangerous items, including prohibited items, which have been individually exceptionally authorized by the traffic administrative authority, provided that safety is not compromised..
2. Transportation of dangerous goods on the territory of the Slovak Republic can only be carried out in the manner and under the conditions specified in the ADR agreement and established by Act no. 56/2012 Coll. on road transport as amended.
3. The transport of dangerous goods can only be carried out by a vehicle meeting the requirements of the ADR agreement and using packages, vessels, tanks and containers that are approved and marked. Special regulations that establish typical safety requirements for vehicles and transport equipment and methods of their use, storage, cleaning and rules for the handling and transport of explosives and chemical substances must be observed during packaging and other handling before transport, during loading, during transport and when unloading dangerous goods.
4. The carrier has appointed one safety adviser, has the necessary technical base, vehicles and transport equipment according to paragraph 3, and vehicle crews and other persons involved in loading, unloading or other handling of dangerous goods,

who have been trained by the safety adviser. A safety adviser can only be someone who meets the requirements of the ADR agreement and has a certificate of professional competence of a safety adviser for the transport of dangerous goods (hereinafter referred to as the "certificate of professional competence of a safety adviser") issued by a transport administrative authority on the basis of training and examination, the content of which is regulated by the ADR agreement.

5. The crews of the carrier's vehicles involved in the transport of dangerous goods comply with the rules of handling and transport, the safety measures designed for handling them and their transport, they follow the instructions of the safety adviser, and if there has been a traffic accident or other accident with the release of dangerous goods, they have the obligation to minimize the extent of damage to the health of people and animals, property and the environment.
6. Each participant in the loading, handling, transport and unloading of dangerous goods is obliged to behave in such a way as not to increase the foreseeable danger posed by the transported dangerous goods.

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## **Article XIX - Obligations of the sender and recipient of dangerous goods**

1. The sender of dangerous goods is obliged to hand over for transport a shipment of dangerous goods that complies with the requirements of this law, and
  - a. to make sure that dangerous goods are correctly classified and to check whether their transport by road transport is permitted,
  - b. provide the carrier with information and data in a verifiable form and, if necessary, the required transport and accompanying documents,
  - c. enter the data required by the ADR Agreement in the transport document,
  - d. use only packaging, containers for bulk substances and tank vehicles, removable tanks, portable tanks and tank containers that have been approved for the transport of the relevant substances and are marked in the prescribed manner,
  - e. comply with the regulations on the method of sending and restrictions on sending,
  - f. ensure that emptied, uncleaned and degassed tanks or emptied, uncleaned vehicles and bulk containers are appropriately marked with safety signs and that emptied, uncleaned tanks are closed and present the same degree of tightness as full tanks.

2. If the sender of dangerous goods acts on the orders of a third party, the third party is obliged to inform him in writing about the transport of dangerous goods and to make available to him all the information and documents he needs to fulfill his obligations.
  3. The recipient of dangerous goods is obliged to:
    - a. secure the shipment from third parties immediately after its delivery and store it safely,
    - b. inspect the shipment, whether the shipment is in accordance with the accompanying documents and with other requirements according to the ADR agreement
  4. The sender, the recipient and everyone who participates in the transport of dangerous goods by packaging, filling, loading, unloading or other manipulation, during which there could be a leak of dangerous goods or a threat to the life or health of people or animals, damage to property or a threat to the environment, is obliged to appoint one or more security advisors and, in accordance with the requirements of the ADR agreement, assign them specific tasks that they are supposed to ensure during the transport of dangerous goods.
  5. Other participants in the transport of dangerous goods, who participate in their packaging, loading, filling and cleaning of tanks and other transport equipment and unloading, are obliged to fulfill their obligations and observe the measures according to the ADR agreement and to entrust the handling of dangerous goods only to employees trained by a safety advisor.
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## **Article XX – Obligations of the carrier when transporting dangerous goods**

1. The carrier is obliged to ensure the transport of dangerous goods in accordance with the requirements of Act no. 56/2012 Coll. about road transport, in particular
  - a. to check whether it is permitted to transport dangerous goods intended for transport by road transport,
  - b. verify whether the sender has provided the prescribed information on the transported dangerous goods before the start of the transport, whether the transport units contain the prescribed documents, or if electronic data processing or electronic data exchange is used instead of paper documents, whether the data is available during transport in a way that is at least equivalent to paper documentation,



- c. to make sure visually whether the vehicle and the load have no obvious damage, leaks or cracks and whether any part of the equipment of the type-approved vehicle is missing,
  - d. make sure that the deadline for the next test of tank vehicles, removable tanks, portable tanks, tank containers has not passed
  - e. verify that the vehicle is not overloaded,
  - f. verify whether safety stickers and prescribed markings have been affixed to the vehicle,
  - g. ensure that the vehicle contains the special equipment prescribed by the written instructions in case of an accident.
2. The carrier is obliged to ensure that the vehicle crew is demonstrably familiar with the written instructions in case of an accident and understands them.
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## **Section V**

### **The transportation of food**

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#### **Article XXI – Basic provision for food transport**

1. Perishable food can be transported by road freight in accordance with the requirements of the Agreement on the International Transport of Perishable Food and on Specialized Means for Such Transport (ATP), Regulation of the European Parliament and the Council (EC) No. 852/2004 on food hygiene, Act NR SR no. 152/1995 Coll. on food and related regulations.
2. If it is necessary to open a means of transport or transport, e.g. in order to carry out the control, it is necessary to ensure that the food is not subjected to procedures or conditions that are in conflict with the provisions of the ATP Agreement and the International Convention on the Harmonization of Border Controls in the Transport of Goods.
3. It is possible to dispose of perishable food if the prescribed temperature conditions were not met during transport, subject to the issuance of a permit by the competent authority of the contracting state for further disposal of the goods in accordance with hygiene requirements.

4. The requirements of the ATP Agreement do not apply to the transportation of food that is not intended for human consumption.
  5. The carrier is not responsible for the quality and health safety of the food it receives from the sender for transportation.
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## **Article XXII – Obligations of the carrier when transporting food**

1. The transporter is obliged to have a valid certificate on the conformity of the means of transport and means of transport with the requirements of the ATP agreement when transporting food, which is included in the annexes of the ATP agreement, in the means of transport. For other foodstuffs, this must be agreed in the transport contract.
2. The carrier must ensure the placement on means of transport or means of transport of distinguishing marks and data according to the annexes of the ATP Agreement. The signs must be removed as soon as the vehicle or means of transport ceases to comply with the standards listed in Annex I of the ATP Agreement.
3. If the consignor or the consignee (depending on who concludes the contract of carriage) specify in the contract of carriage the requirements for cleaning and disinfection of the cargo area of the means of transport and the documents that will certify this, the carrier is obliged to ensure the cleaning or disinfection and submit the required document at the request of the consignor or consignee. The costs associated with cleaning or disinfection are generally paid by the person who requests this service, unless otherwise agreed in the transport contract.
4. The carrier, if it transports food and ingredients for its production, is obliged to comply with the provisions of Regulation of the European Parliament and of the Council (EC) no. 852/2004 on food hygiene and Act no. 152/1995 Coll. on foodstuffs as amended and supplemented:
  - a. ensure the transportation of food and ingredients for their production in capable and suitably equipped means of transport and transport in such a way as to preserve their safety and quality,
  - b. take care of the cleanliness of means of transport and carry out their disinfection,
  - c. to use only such means of transport and transport, whose walls and other parts that come into contact with food are made of non-corrosive material and do not negatively affect the safety or quality of food in any other way, and are smooth, easy to clean and disinfect,

- d. to ensure effective protection of transported food from rodents, birds, insects, dust and other pollution and to transport it under such conditions that its temperature does not increase or decrease during transport, which could negatively affect the safety and quality of food.
  - e. ensure separate transportation of incompatible types of products mutually affecting their safety and quality
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## **Article XXIII - Obligations of the consignor and consignee when transporting food**

1. The sender must ensure that the transport document contains the name of the food.
  2. The sender is obliged to attach to the transport document all necessary other documents that should accompany a specific type of food during transport.
  3. The sender, if required, must state the requirement for the temperature of the cargo space of the means of transport even when transporting food that is not listed in the annexes of the ATP Agreement in the transport order, transport contract or transport document, which the carrier receives well in advance of the transport.
  4. The sender is obliged to ensure that the temperature of the food that he hands over to the carrier for transportation is the temperature that the carrier requires to be maintained during transportation.
  5. The sender is obliged, if required, to state in the transport contract the requirements for cleaning and disinfection of the cargo area of the means of transport and the documents he will require from the carrier for cleaning and disinfection.
  6. Control and measurement of food temperatures by the sender or recipient must be carried out in such a way that the food is not exposed to undesirable conditions in terms of food safety and quality. Inspection and measurement must be carried out before loading or unloading food. These procedures shall not normally be used during transport unless there is serious doubt as to the suitability of the food temperatures with the prescribed temperatures.
  7. If possible, the temperature control of food in transit to the consignee must take into account the data obtained by the monitoring equipment during the journey before selecting these loaded perishable foods for sampling and measurement procedures. Measuring food temperatures during unloading can only be done if there are reasonable doubts about compliance with the controlled temperature during transport.
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## **Section VI**

### **Final Provisions**

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#### **Article XXIV – Claims procedure**

1. Complaint periods and limitation periods for asserting the sender's or recipient's claims arising from the transport contract 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. Complaint periods and limitation periods for asserting the sender's or recipient's claims arising from the transport contract with the carrier are specified for international road freight transport in the Convention on the Transport Contract in International Road Freight Transport (CMR).
  3. The authorized party (carrier or consignor) must claim all rights arising from the transport with the carrier in writing.
  4. The return of the amount paid for the transport is authorized (carrier or forwarder) to request only if it can be proven that it has been paid to the carrier.
  5. Complaints and complaints about the fulfillment of obligations from the transport regulations and their handling by the carrier according to the complaints regulations are reviewed by the Slovak Trade Inspection.
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#### **Article XXV – Publication of the rules of carriage of road freight transport and its validity**

1. According to Act no. 56/2012 Coll. on road transport, the carrier has published this transport schedule on its website and is also available at the carrier's headquarters.
2. According to Act no. 56/2012 Coll. the transport regulations published on road transport are part of the carrier's proposal for concluding a transport contract, and after its conclusion, its content is part of the contractual rights and obligations of the contract participants.
3. Before signing the contract on the transport of goods, the customer of the transport (carrier) is cargo must familiarize himself with these transport regulations.

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## **Article XXVI – Changes in the transport regulations for road freight transport**

1. All changes and additions to the transport regulations are valid on the day they are published and made available on the carrier's website.
2. If the transport schedule is substantially changed or substantially supplemented, the carrier will ensure that it is published and made available in full.

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This transport order was drawn up by a certified transport manager in accordance with Act no. 56/2012 Coll. on road transport as amended, dated 02/28/2025.