

# COMPLAINT PROCEDURE

## ICTS Logistic s.r.o.

### I. Identification of the Carrier

ICTS Logistic s.r.o.

Tučkova 16396/9, 821 05 Bratislava – mestská časť Ružinov, Slovak Republic

Registered in the Commercial Register of District Court Bratislava III, Section: Sro, File No. 77404/B

IČO: 46434216

DIČ: 2023396276

IČ DPH: SK2023396276

E-mail: info@icts-logistic.eu

Tel.: +421 917 839 368

(hereinafter the "Carrier")

### II. Purpose and Scope

This Complaint Procedure (hereinafter "CP") governs the method and conditions for exercising rights arising from defects in services, compensation for damage, loss or damage to a consignment, and the procedure for handling complaints in accordance with the legal order of the Slovak Republic and the European Union, in particular:

- Act No. 513/1991 Coll. (Commercial Code), as amended;
- Act No. 40/1964 Coll. (Civil Code), as amended;
- Act No. 108/2024 Coll. on Consumer Protection;
- the Convention on the Contract for the International Carriage of Goods by Road (CMR), Decree of the Ministry of Foreign Affairs No. 11/1975 Coll.

This CP applies to all transport, logistics, freight forwarding and customs services provided by the Carrier, for both business entities (B2B) and consumers (B2C).

### III. Terms and Definitions

**Carrier** – ICTS Logistic s.r.o., provider of transport, logistics, freight forwarding and customs services.

**Customer** – a natural person or legal entity that orders the provision of a service from the Carrier. The Customer may be a business entity (B2B) or a consumer (B2C).

**Consignment** – an item or set of items accepted by the Carrier for carriage on the basis of a contract of carriage.

**Complaint** – a written exercise of the Customer's rights arising from defects in the service provided, loss, damage or delay of the consignment.

**Transport document** – a CMR consignment note, delivery note or other document confirming acceptance of the consignment for carriage.

### IV. Carrier's Liability for Damage

#### 4.1 Scope of liability

The Carrier is liable for damage arising from loss, damage or delay of the consignment during carriage, from the moment of acceptance until delivery to the consignee.

#### 4.2 Limitation of compensation

**International transport (CMR):** Compensation is limited to 8.33 SDR per kilogram of gross weight of the missing or damaged consignment, unless special regulations or a written agreement provide otherwise.

**Domestic transport:** Compensation is limited to the actual value of the consignment, up to a maximum of EUR 10,000 per loss event, unless a higher insured value has been agreed in writing in advance.

#### 4.3 Exclusion of liability

The Carrier is not liable for:

- lost profit;
- consequential or indirect damage;
- punitive damage;
- reputational or commercial losses.

The Carrier is not liable for damage caused by:

- force majeure;
- the nature of the consignment;
- improper packaging;
- acts of the consignor or consignee;
- the Customer's instructions that were incomplete, inaccurate or incorrect.

Force majeure includes, in particular, natural disasters (floods, earthquakes, storms), acts of war, terrorist attacks, general strikes, epidemics, decisions of public authorities (e.g. border or road closures) or other circumstances that the Carrier could neither foresee nor influence.

## V. Filing a Complaint

### 5.1 Method of filing

A complaint must be filed in writing or electronically without undue delay at:

E-mail: [info@icts-logistic.eu](mailto:info@icts-logistic.eu)

Postal address: ICTS Logistic s.r.o., Tučkova 16396/9, 821 05 Bratislava – mestská časť Ružinov

Tel.: +421 917 839 368

### 5.2 Requirements of a complaint

A complaint must contain:

- identification of the Customer (name/company name, address, contact details);
- order or contract of carriage number;
- transport document number (CMR, delivery note);
- description of the defect, damage or delay;
- scope and amount of the claim;
- a copy of the transport document with any reservations.

It is recommended to attach photographic documentation and other supporting evidence (invoice, valuation report, etc.).

### 5.3 Obligations of the consignee upon receipt

The consignee is obliged to inspect the condition, number of pieces and integrity of the packaging upon receipt. In the event of defects, the consignee must immediately record reservations in the transport document and notify the Carrier.

## VI. Time Limits

### 6.1 Time limits for reporting defects

**Visible damage or shortage:** immediately upon receipt – record reservations in the transport document.

**Hidden damage or shortage:** no later than 7 days from delivery of the consignment.

**Delivery delay:** no later than 21 days from delivery of the consignment.

## 6.2 Limitation periods

**Domestic transport:** Claims must be asserted within 6 months of delivery or acceptance for carriage.

**International transport (CMR):** The limitation period is 1 year; in the case of wilful misconduct or gross negligence, 3 years.

Consumer statutory rights under Act No. 108/2024 Coll. on Consumer Protection also apply.

Failure to observe the above time limits may result in the Customer's claim being forfeited.

## VII. Handling of Complaints

### 7.1 Acknowledgement of receipt

The Carrier shall acknowledge receipt of the complaint without delay.

### 7.2 Time limits for resolution

The Carrier shall resolve the complaint without undue delay, but no later than:

- within 30 days of receipt, in the case of formal errors, unjustified invoicing, errors in agreed prices or incorrect VAT regime;
- within 100 days of receipt, in the case of claims for loss, destruction or damage to the consignment, or failure to meet the delivery deadline.

If the Customer is a consumer, the complaint shall be resolved within 30 days of its submission pursuant to § 20g of Act No. 108/2024 Coll. on Consumer Protection.

### 7.3 Method of resolution

A complaint may be resolved by:

- rectification of the defect (repeat performance of the service);
- a reasonable reduction in the price;
- compensation for damage;
- rejection with a written statement of reasons.

### 7.4 Rejection of a complaint

The Carrier has the right to reject a complaint if:

- it was filed by an unauthorised person;
- it was not filed within the time limits and in accordance with this CP;
- court or arbitration proceedings have been commenced or a competent authority has already issued a final decision on the matter.

The Carrier shall notify the Customer of the rejection of the complaint in writing at the address stated in the complaint.

## VIII. Consumer Rights

In the case of contracts concluded with consumers (natural persons who are not business entities), the consumer has the following rights under Act No. 108/2024 Coll. on Consumer Protection:

- the right to withdraw from the contract within 14 days without giving a reason (unless excluded under § 19, e.g. for services commenced at the consumer's express request);
- the right to complain about a defect in the service provided within the statutory time limits;
- the right to file a complaint with the Slovak Trade Inspection (SOI);
- the right to use the alternative dispute resolution (ADR/ODR) platform of the European Commission: <https://consumer-redress.ec.europa.eu/>

Details of withdrawal, the complaints procedure and the standard withdrawal form are set out in the General Terms and Conditions and on the company's website.

## IX. Relationship to Other Documents

This Complaint Procedure forms an inseparable part of the General Terms and Conditions (GTC) of ICTS Logistic s.r.o.

The provisions of this CP shall be interpreted in accordance with:

- the General Terms and Conditions (GTC);
- the Road Freight Transport Rules;
- the Personal Data Processing Policy (GDPR).

These documents are available on the Carrier's website: [www.icts-logistic.eu](http://www.icts-logistic.eu)

## **X. Final Provisions**

10.1 This Complaint Procedure is published on the Carrier's website [www.icts-logistic.eu](http://www.icts-logistic.eu) and is also available at the Carrier's registered office.

10.2 The Carrier reserves the right to amend and/or supplement this Complaint Procedure at any time. Amendments and supplements shall take effect on the date of their publication on the Carrier's website.

10.3 If an agreement cannot be reached, disputes shall be resolved by the courts of the Slovak Republic in the jurisdiction of the Carrier's registered office, unless legislation provides otherwise.

10.4 The scope of liability and its limitations set out in this CP have been determined with regard to the insurance capacity, technical infrastructure and operating conditions of ICTS Logistic s.r.o. and may not be transferred to another service provider without adjustment.

Effective date: 01.03.2026

Approved by: Iryna Kurlyak

Position: Managing Director

Signature: 