

GENERAL TERMS AND CONDITIONS

for the provision of logistics, transport and freight forwarding services

Company name: ICTS Logistic s.r.o.

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

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

Holder of EU licence for international road carriage of goods for hire or reward No. BAMN021160000000

Company ID (IČO): 46434216

Tax ID (DIČ): 2023396276

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1. Introduction

1.1. These General Terms and Conditions (hereinafter "GTC") govern the rights and obligations between ICTS Logistic s.r.o. as the logistics service provider and customers in the provision of:

- road and international transport;
- container, river and intermodal carriage;
- freight forwarding and logistics services;
- customs services.

1.2. These GTC form an integral part of every order and contract.

1.3. The Customer may be a business entity (B2B) or a consumer – natural person (B2C). Relationships with business entities (B2B) are governed by the Commercial Code No. 513/1991 Coll., in particular §§ 610–629 on the contract of carriage. Relationships with consumers (B2C) are governed by Act No. 108/2024 Coll. on Consumer Protection.

1.4. Contracts are concluded individually outside an e-shop (by e-mail, telephone or in writing). The Road Freight Transport Rules also form part of the contract and are available at: <https://www.icts-logistic.eu/docs/en/transport-rules.pdf>

2. Conclusion of the Contract

2.1. A contract is concluded by:

- confirmation of an order;
- acceptance of a quotation;
- or performance of the service.

2.2. Orders may be placed by e-mail, telephone or in writing.

2.3. Before concluding a contract with a consumer (B2C), the Provider is obliged to supply the consumer with the following pre-contractual information in accordance with § 14 and 15 of Act No. 108/2024 Coll. on Consumer Protection:

- main characteristics of the service (type of transport, scope, delivery date);
- total price of the service or the method of its calculation (including all taxes and charges);
- method and conditions of payment;
- period for withdrawal from the contract (14 days) and the withdrawal procedure;
- contact details for filing a complaint or claim.

This information is provided in the quotation, order or in the confirmation e-mail before the service is performed.

3. Obligations of the Customer

The Customer is obliged to:

- provide accurate information about the consignment;
- ensure proper packaging;
- supply the necessary documents;
- pay the price duly and on time.

The Customer is liable for damage caused by incorrect information or packaging.

4. Price and Payments

4.1. The price is determined by agreement or quotation.

4.2. Invoice payment term: 14 days unless otherwise agreed.

4.3. In the event of late payment, the Provider is entitled to charge default interest and suspend services. The default interest rate is determined pursuant to § 340 of the Commercial Code No. 513/1991 Coll. as the base interest rate of the European Central Bank (ECB) plus 5 % per annum (p.a.), unless otherwise agreed. The current ECB base rate is available on the ECB website (www.ecb.europa.eu). In the event of late payment, interest accrues daily from the invoice due date.

4.4. In the case of contracts with consumers (B2C), hidden charges or unclear surcharges are prohibited in accordance with § 9 to 12 of Act No. 108/2024 Coll. on Consumer Protection. The total price must be stated in advance, including all taxes, charges and transport costs. No additional charges will be applied without the consumer's express consent.

5. Complaints

5.1. The consignment must be inspected upon receipt.

5.2. Visible defects must be recorded in the transport document immediately.

5.3. Hidden defects must be notified in writing within 7 days.

5.4. Delivery delays must be notified no later than within 21 days.

5.5. A complaint must include a description of the damage and supporting evidence.

Failure to observe the time limits may result in the claim being forfeited. 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.

6. Liability and Limitation of Liability

6.1. Legal relationships are governed by:

- the CMR Convention;
- the Commercial Code;
- the relevant legislation of the Slovak Republic and the EU.

6.2. The Provider is liable only for damage arising from loss, damage to or delay of the consignment during the period from acceptance to delivery.

6.3. Compensation for damage is limited to:

- 8.33 SDR/kg gross weight (CMR);
- for delays, a maximum of the freight charge.

The scope of liability and its limitations set out in these GTC 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.

6.4. For domestic road freight transport, compensation for loss of or damage to the consignment 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.

6.5. The Provider is not liable for:

- lost profit;

- consequential or indirect damage;
- third-party penalties;
- reputational or commercial losses.

6.6. The Provider is not liable for damage caused by:

- improper packaging;
- the inherent nature of the goods;
- the Customer's instructions;
- third parties;
- force majeure.

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 Provider could neither foresee nor influence.

The Provider holds liability insurance for damage caused during carriage in accordance with the CMR Convention and applicable legislation. The insurance covers damage to the extent prescribed by law. Details of the insurance are available upon request.

7. 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 before the expiry of the withdrawal period);
- 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) or to use the alternative dispute resolution (ADR/ODR) platform of the European Commission.

Details of withdrawal from the contract, the complaints procedure, withdrawal periods and the standard withdrawal form are set out in the Complaint Procedure and on the company's website.

The consumer may submit a proposal for alternative dispute resolution via the platform: <https://consumer-redress.ec.europa.eu/>

8. Subcontractors

The Provider is entitled to use subcontractors or other carriers.

9. Customs Services

9.1. The Provider provides customs services to the extent agreed with the Customer, in particular:

- representing the Customer in customs proceedings before the relevant customs authorities of the Slovak Republic and other EU Member States (direct and indirect representation);
- submitting customs declarations (import, export, transit) in the electronic customs administration system;
- classifying goods under the Combined Nomenclature and the EU Common Customs Tariff;
- calculating and administering customs duties, import VAT and excise duties;
- arranging common transit procedures (T1/T2) and other customs regimes;
- advisory services regarding customs regulations, origin of goods and EU preferential trade agreements.

9.2. The Customer is obliged to provide the Provider with all documents and information required for customs proceedings in a timely and complete manner, in particular commercial invoices, delivery notes, certificates of origin, licences and permits. The Customer is responsible for the accuracy and completeness of the information provided.

9.3. The Provider is not liable for delays or rejection of customs proceedings caused by incomplete or incorrect documents, or late provision of documents by the Customer.

9.4. The Provider performs customs services with professional care in accordance with Regulation (EU) No. 952/2013 of the European Parliament and of the Council (Union Customs Code), Delegated Regulation (EU) 2015/2446, Implementing Regulation (EU) 2015/2447 and Act No. 199/2004 Coll. (Customs Act) as amended.

9.5. The price for customs services is determined by individual agreement or quotation and does not include customs duties, taxes or other public charges, which are borne by the Customer.

10. Personal Data Protection

In processing personal data, the Provider is governed by Regulation (EU) 2016/679 (GDPR) and Act No. 18/2018 Coll. on the Protection of Personal Data. Detailed information about the processing of your data, its purposes, your rights and security measures is set out in the separate Personal Data Protection Policy, available at <https://www.icts-logistic.eu/docs/en/gdpr.pdf>. Your personal data (e.g. name, address, contacts) are processed on the legal basis of performance of a contract pursuant to Art. 6(1)(b) GDPR.

11. Dispute Resolution

The parties shall attempt to resolve disputes by agreement. If no agreement is reached, disputes shall be resolved by the courts of the Slovak Republic in the jurisdiction of the Provider's registered office, unless legislation provides otherwise.

12. Final Provisions

12.1. The Provider is entitled to amend these GTC.

12.2. The current version is published on the website.

12.3. These GTC take effect on the date of publication.

Effective date: 01.03.2026

Approved by: Iryna Kurlyak

Position: Managing Director

Signature:  _____