

ICTS Logistic s.r.o.

Tučkova 16396/9, 821 05 Bratislava - mestská časť Ružinov
IČO: 46434216 | DIČ: 2023396276

ROAD FREIGHT TRANSPORT RULES

Issued pursuant to § 4 of Act No. 56/2012 Coll. on Road Transport

PART I - GENERAL PROVISIONS

Article 1 - Introductory Provisions

These Transport Rules set out the transport conditions of the carrier required for the conclusion of a contract of carriage.

The carrier under these Transport Rules is: ICTS Logistic s.r.o., with registered office at Tučkova 16396/9, 821 05 Bratislava - mestská časť Ružinov, IČO: 46434216, DIČ: 2023396276, IČ DPH: SK2023396276, registered in the Commercial Register of District Court Bratislava III, Section: Sro, File No. 77404/B, date of incorporation: 29.11.2011, engaged in road freight transport.

Carriage under these Transport Rules means the movement of goods, cargo, industrial goods and other required types of goods in domestic and international road freight transport by vehicles with a total mass of up to 3.5 tonnes.

Article 2 - Type of Road Transport Operated and Scope of Services

The carrier operates freight road transport in the following scope:

- domestic road freight transport;
- international road freight transport.

Nature of the freight road transport operated:

- full vehicle loads;
- part loads.

Types of goods transported:

- standard consignments;
- oversized consignments;
- dangerous goods (IMO/ADR) - only categories permitted by the carrier's technical infrastructure;
- containers;
- bulk cargo;
- vehicles;
- other types of goods on the basis of detailed orders.

Article 3 - Goods Excluded from Carriage

The following are excluded from carriage:

- goods whose carriage is prohibited by generally binding legislation;
- items that, by their dimensions or weight relative to the useful weight of the carrier's vehicles (up to 3.5 tonnes), vehicle dimensions and road conditions, are unsuitable for carriage;
- live animals;
- items of high or difficult-to-quantify value (art collections, antiques, etc.) without the carrier's prior consent and conclusion of special insurance.

If a consignment excluded from carriage is tendered for transport without disclosing its nature to the carrier, or if such a consignment is accepted for carriage on the basis of incorrect or incomplete information, the consignor shall pay a penalty equal to three times the agreed freight charge.

PART II - CONTRACT OF CARRIAGE

Article 4 - Conclusion of the Contract of Carriage

Domestic carriage:

If the carriage is ordered by a business entity, the contract of carriage is governed by §§ 610-629 of Act No. 513/1991 Coll. (Commercial Code). If the carriage is ordered by a natural person who is not a business entity, the contract is governed by § 765 of Act No. 40/1964 Coll. (Civil Code).

International carriage:

International road freight transport is governed by 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. The CMR Convention takes precedence over domestic legislation.

Formation of the contract:

The contract of carriage is formed upon acceptance of the order by the carrier, commencement of carriage or acceptance of the consignment for carriage. The order may be accepted orally, by telephone, by e-mail, by fax or in writing.

If the Customer is a natural person - consumer, the carrier shall provide information pursuant to § 14 and § 15 of Act No. 108/2024 Coll. before concluding the contract, in particular:

- the carrier's identification details;
- the price of the service or the method of its calculation;
- the conditions of complaints and liability;
- the conditions of withdrawal from the contract, if the nature of the service so permits.

The consumer acknowledges that for transport services performed within the agreed time frame, there is no right to withdraw from the contract after the service has been fully provided.

The transport conditions set out in these Rules reflect exclusively the operational capacity, vehicle fleet and scope of services of ICTS Logistic s.r.o. and are not applicable without adjustment to another carrier.

Article 5 - Transport Order

The transport order must be submitted at least 2 working days before the required date of carriage, unless otherwise agreed.

The order must contain:

- company name, address, IČO, DIČ and contact details of the Customer;
- consignment details (type, weight including packaging, number of pieces, dimensions, handling requirements);
- loading and unloading location (exact address);
- loading and unloading times, operating hours of the consignor/consignee;
- agreed carriage price.

For goods with a value exceeding EUR 33,000, the Customer is obliged to declare this value to the carrier for insurance purposes.

Article 6 - Rights and Obligations of the Consignor

The consignor is obliged to:

- provide the carrier with correct and complete information about the consignment;
- hand over the consignment in proper packaging suitable for road transport conditions;
- mark the consignment with handling marks in accordance with Slovak Technical Standards (STN), harmonised European standards (EN) and ISO 780 (Packaging - Pictorial marking for handling of goods);
- comply with ADR Agreement provisions for dangerous goods;
- arrange loading (unless otherwise agreed);
- be responsible for the weight and correct securing of the cargo;

- hand over the necessary accompanying documents (CMR, customs documents, certificates).

In the case of oversized, heavy or otherwise specific cargo, the consignor shall provide a cargo plan (stowage and securing plan) in accordance with applicable regulations and standards, in particular EN 12195 (Load restraining on road vehicles) and EU Best Practice Guidelines on Cargo Securing.

The consignor is liable for damage caused by defective or insufficient packaging, incorrect weight information, improper cargo securing or damage to the vehicle during loading.

The carrier is entitled to request an advance payment of up to 80 % of the agreed price.

The carrier has a lien over the consignment to secure all its outstanding claims against the Customer. The consignment may be released only after full settlement of all obligations.

Article 7 - Rights and Obligations of the Carrier

The carrier is obliged to:

- perform the carriage with professional care within the agreed time;
- provide a vehicle in technically faultless condition;
- comply with Regulation (EC) No. 561/2006 (drivers' driving and rest times);
- check the number of pieces, marks and apparent condition of the consignment upon acceptance;
- record reservations regarding packaging, condition or number of pieces in the transport document.

The carrier has the right to:

- refuse carriage if the consignment does not meet the conditions or is excluded from carriage;
- request an advance payment of up to 80 % of the agreed price;
- exercise a lien over the consignment until freight and incurred costs are paid.

PART III - LIABILITY FOR DAMAGE

Article 8 - Carrier's Liability

The carrier is liable for damage to the consignment from the moment of acceptance until delivery to the consignee.

For international road transport, liability is governed by the CMR Convention. Compensation is limited to 8.33 SDR per kilogram of gross weight of the missing or damaged consignment.

For domestic transport, compensation is limited to the actual value of the consignment, up to a maximum of EUR 10,000, unless a higher insured value has been agreed.

The carrier is not liable for:

- lost profit;
- consequential damage;
- indirect or punitive damage;
- delay caused by force majeure;
- damage caused by improper packaging or incorrect information from the consignor.

Force majeure includes, in particular, natural disasters, strikes, acts of war, government interventions, traffic restrictions and other unforeseeable circumstances.

Article 9 - Insurance

The carrier holds international road carrier liability insurance under the CMR Convention (policy No. 9127004938, UNIQA pojišťovna, a.s.) with coverage of EUR 100,000 per insured event. The carrier's excess is 10 %, minimum EUR 335. Territorial validity: Europe.

For higher-value consignments, Customers are recommended to take out their own cargo insurance.

PART IV - COMPLAINTS PROCEDURE

Article 10 - Damage Claims

In the case of visible damage or shortage, the consignee must immediately record reservations in the transport document (CMR, delivery note) upon acceptance and notify the carrier.

In the case of hidden damage or shortage, the consignee must send a written complaint to the carrier within 7 days of receipt of the consignment.

A complaint must contain:

- transport document number (CMR);
- description of the damage with photographic documentation;
- amount of the claim with supporting documents (invoice, valuation report);
- a copy of the transport document with reservations.

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, 3 years.

PART V - TRANSPORT DOCUMENTS

Article 11 - Transport Documentation

Domestic transport:

The transport document is a consignment note or delivery note, which must contain: the name of the consignor and consignee, contents of the consignment, number of pieces, weight, loading and unloading location, date and confirmation of acceptance.

International transport:

The mandatory document is the CMR international consignment note (Convention Marchandise Routière). The CMR consignment note constitutes prima facie evidence of the conclusion of the contract of carriage and acceptance of the consignment by the carrier.

The carrier has the right to record reservations in the transport document regarding the condition of the consignment, packaging, number of pieces or method of loading.

PART VI - PERSONAL DATA PROTECTION

Article 12 - Processing of Personal Data (GDPR)

The carrier processes personal data in accordance with Regulation (EU) 2016/679 (GDPR) and Act No. 18/2018 Coll. on the Protection of Personal Data.

Scope of data processed:

- name and surname of the consignor/consignee;
- loading/unloading address;
- telephone number, e-mail;
- data required for invoicing (IČO, DIČ).

Purpose of processing: Conclusion and performance of the contract of carriage, invoicing, compliance with statutory obligations.

Retention period: Personal data are retained for the duration of the contractual relationship and for a further 10 years due to limitation periods and archival obligations.

The data subject has the right of access, rectification, erasure, restriction of processing and data portability. The right to erasure does not apply where processing is necessary for compliance with a legal obligation.

To exercise data subject rights or for queries regarding personal data protection, please contact:
E-mail: info@icts-logistic.eu | Tel.: +421 917 839 368

PART VII - FINAL PROVISIONS

Article 13 - Validity and Publication

These Transport Rules are issued in accordance with § 4 of Act No. 56/2012 Coll. on Road Transport.

These Transport Rules are published on the carrier's website www.icts-logistic.eu and are also available at the carrier's registered office.

These Transport Rules form part of the carrier's proposal for concluding a contract of carriage. Once the contract is concluded, their content becomes part of the contractual rights and obligations of the contracting parties.

The Customer is obliged to familiarise themselves with these Transport Rules before concluding the contract.

These Transport Rules form an inseparable part of every contract of carriage concluded between the carrier and the Customer. By placing an order, the Customer confirms that they have read and agree to these Rules.

Article 14 - Amendments to the Transport Rules

All amendments and supplements to these Transport Rules shall take effect on the date of their publication and availability on the carrier's website.

If the Transport Rules are substantially amended or supplemented, the carrier shall ensure their publication and availability in their full wording.

Effective date: 01.03.2026

Approved by: Iryna Kurlyak

Position: Managing Director

Signature: 
