



# **TRANSPORT REGULATION FOR ROAD FREIGHT TRANSPORT**

## **Transport regulation for road freight transport**

**BETPRES, s.r.o.** with its registered office at **Boženy Němcovej 1698, 093 01 Vranov nad Topľou**, company registration number: **31 684 343**, pursuant to par. no.4 of the Act of the National Council of the Slovak Republic No. 56/2012 Coll. on Road transport

issues

# **TRANSPORT REGULATION FOR ROAD FREIGHT TRANSPORT**

## **Section I**

### **Fundamental provisions**

#### **Article 1**

##### **Initial provisions**

- (1) This Transport regulation contains the conditions for carriage of carrier necessary for conclusion of the transportation contract.
- (2) The carrier according to this Transport regulation is BETPRES, s.r.o. with its registered office at Boženy Němcovej 1698, 093 01 Vranov nad Topľou, which perform road freight transport under the license no. OU-PO-OCDPK-2018/037472.
- (3) The carriage under this Transport regulation is the relocation of items, loads, industrial goods and other required goods in national road freight transport.

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## **Article 2**

### **The type of road transport operated and the scope of transport services provided**

- (1) The carrier performs road freight transport within this range
  - a) national road freight transport.
- (2) Nature of the road freight transport performed
  - truck loads,
  - single-piece consignments.
- (3) Truck loads are deemed to be consignments transported to one carrier (consignor or consignee) by one journey of a vehicle if their weight is greater than 2,500 kg or irrespective of the weight:
  - a) if it uses the payload or loading space of the used vehicle,
  - b) if, according to an agreement with the carrier, the carriage of the consignment is performed by a separate journey of the vehicle, or because the nature of the consignment or the performance of the transport within the required period of time requires so,
  - c) if a consignment is loaded or unloaded for operational reasons at two or more locations.  
One journey of a vehicle also applies if the carrier has transferred the load to another vehicle for operational reasons.
- (4) An additional loading is deemed to be a consignment carried together with other consignments or in such a vehicle, which would otherwise have to be performed unloaded.

## **Article 3**

### **Definition of transported items by the carrier**

- (1) DUE to its current technical base, the carrier preferably performs truck loads but also performs single-piece consignments.
  - (2) Types of transport according to the technical base, especially fleet
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- a) the transport of cargo on pallets,
  - b) the transport of coils,
  - c) the transport of paints,
  - d) the transport of dangerous items,
  - e) the transport of other goods on the basis of carriers' orders.
- (3) The carrier performs other carriages on the basis of detailed carriers' orders.

### **Article 4**

#### **Items excluded from transport**

- (1) Items excluded from transport
- a) are those, whose carriage is prohibited by generally applicable law,
  - b) dangerous items of Class 1 (explosive substances and articles), Class 6.1 (toxic substances), 6.2 (infectious substances), Class 7 (radioactive material), Class 8 (corrosive substances) as defined by the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR),
  - c) articles which, by their size or weight with respect to the payload, the dimensions of the vehicles and the condition of the roads to be used for carriage, are unsuitable for carriage by the carrier's vehicle,
  - d) items high or difficult to quantify the value (art collections, antiques, etc.).
- (2) DUE to its current technical base, the carrier does not carry live animals.
- (3) The carrier does not perform particularly excessive and oversized carriages that require a specialized technical base.
- (4) If a consignment which is excluded from the carriage or whose carriage is permitted under the special conditions has been submitted for carriage without the nature of the consignment being notified to the carrier or such consignment has been taken over on the basis of

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incorrect or incomplete data, the consignor shall be liable to pay the fine in an amount equal to three times of the agreed freight charge for a full truck load.

### **Article 5**

#### **Conditions for loading and unloading vehicles and the scope of cooperation between the consignor or the consignee with the carrier**

- (1) However, the carrier as well as the consignors and the consignees will ensure that the contractually agreed transport schedules are in accordance with the Regulation (EC) No 561/2006 of the European Parliament and of the Council on the harmonisation of certain social legislation relating to road transport. These include, in particular, adherence to the operating period of the loading places of the consignor and unloading places of the consignee, adherence to loading and unloading times, so that the drivers of the carrier can adhere to the working schedules concerning the driving times, breaks, daily and weekly rest periods.
- (2) THE consignor is obliged to submit the consignment or its part, which, by its nature, requires it to be protected from damage or loss during transport and handling for carriage in proper packaging, corresponding to road transport conditions.
- (3) The consignor is also obliged to pack the consignment properly, even if there is a risk that it may without packaging cause damage to persons or other consignments and means of transport or other means of transport of the carrier during its transport due to its properties. The carrier does not examine whether the consignment requires packaging by its nature, or whether the packaging used is proper. The consignor is liable for damages caused by incorrect or insufficient packaging during the transport to other transported consignments or vehicle.
- (4) The consignor is obliged to ensure that the packages of the consignment or individual pieces of the consignment with their dimensions, construction and strength allow for the use of palletizing and mechanization equipment for loading work and transport.
- (5) The consignor is obliged to mark the consignment or its individual pieces, if this is prescribed by this Transport regulation or it is necessary to facilitate the handling of the consignment or to eliminate the danger of its damage or its confusion. In the case of

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consignment transport, the consignor is obliged to clearly and indelibly label each consignment with the address of the consignor and the consignee. When labelling consignments containing dangerous goods, the consignor shall comply with the provisions of the European Agreement on the International Carriage of Dangerous Goods by Road (ADR).

- (6) If the nature of the consignment requires it to be handled during loading, transport and unloading in a certain way or to be stored in a certain position, the consignor is obliged to label each piece of the consignment with a shipping label for transport packaging in accordance with the applicable Slovak technical standards (STN) or other standards (e.g. IMO if the shipment will also be transported by sea).
- (7) If the carrier finds out when accepting of the consignment that the consignment does not meet the conditions for packing and labelling of the goods, it shall refuse the carriage; if the consignor confirms the carrier's claim for packaging and labelling the consignment in the consignment note or other transport document, the carrier may accept the consignment for transport.
- (8) The carrier is entitled to examine at any time whether the consignment is in compliance with the carrier's registration in the transport documents (e.g. delivery note, consignment note). The examination of the consignment at the place of loading or unloading shall be performed in the presence of at least one person who is not a carrier.
- (9) If the carrier finds out before the vehicle leaves the place of loading that the consignment received was excluded from transport, it is obliged to return it to the consignor and the consignor is obliged to take it back.
- (10) If it is found that the carriage of the consignment is such that it could cause damage to the vehicle or to the other consignment being transported, the carrier is entitled to refuse to accept the consignment if the error was detected during transport, it shall interrupt the journey. In the case of interruption of the journey, the carrier proceeds as in the case of other obstacles during transport.
- (11) The consignor of the consignment is obliged to hand over the consignment to the carrier in a condition suitable for transport on the road. If the consignment is not suitable for transport or has been found to be in error according to par. 10, the carrier may refuse to accept the carriage. Costs associated with the presenting of a vehicle for loading, delaying the loading of a vehicle or the costs associated with interrupting the carriage under par. 10, shall be borne by the consignor of the consignment for the carrier.

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- (12) If a consignment is made up of a large number of items, the carrier is obliged to determine the number of the consignments only if it has been agreed with the consignor in the contract for carriage. The carrier is obliged to record the result of the examination in the consignment note or to make a record.
- (13) The weight of the consignment is understood to be the weight of the load, including pallets, shipping boxes, containers etc. together with the handling and transport aids of the consignor taken together with the consignment.
- (14) The weight of the consignment is determined by the consignor and it is responsible for this information, which is stated on the consignment note or other accompanying documents.
- (15) The carrier is entitled to examine the weight of the consignment at any time, especially if the carrier has doubts about the correctness of the information from the consignor. The weight is determined by official weighing or calculation if the quantity of the load is given by the number of individual identical pieces or by the number of units of measurement and the weight of one piece of the consignment or unit of measure is known or detected by weighing.
- (16) The method of weight examination and the result of the examination shall be recorded by the carrier on all parts of the consignment note or other transport document available for examination.
- (17) The consignor shall bear the cost for measurement of the consignment weight (e.g. official weighing, etc.) if he has asked for the weight to be measured by the carrier in the contract of carriage or if the weight of the consignment determined by the carrier differs by more than 3% from the weight indicated by the consignor.
- (18) If the consignee has asked for the weight of the consignment to be determined, it is also obliged to bear the costs associated with the weight of the consignment.
- (19) The consignor in the Slovak Republic is aware that if he states without the knowledge of the driver of the vehicle or its operator, when loading the goods the maximum permissible total weight of the vehicle, the maximum permissible mass of the combination, the maximum permissible total weight of the trailer or the maximum permissible weight of the axles of the vehicle may to be pursuant to the Act of the National Council of the Slovak Republic no. 8/2009 Coll. on Road Traffic, as amended, sanctioned by the Police Force.
- (20) If the carrier determines that the permissible load weight has been exceeded, its wrong distribution caused by the consignor at the place of dispatch, the consignor is obliged to

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unload part of the consignment or its relocation. If the carrier finds its out during the carriage e.g. due to incorrect consignment weight data, it is entitled to unload part of the consignment or its relocation to the account and risk of the consignor of the consignment. The fact that the consignment will be relocated or its part will be unloaded, the carrier is obliged to inform the consignor of the consignment and he is obliged to record these acts also in the transport document. The consignor is obliged to issue a separate transport order for the carriage of the unloaded part of the consignment.

- (21) The consignor is obliged to specify the place of loading and unloading (exact address) in the transport contract and also to notify the carrier of any restrictions on the entry of certain trucks of at a certain time to the place of loading or unloading. For example, if the place is not in a low emission zone, in a truck restricted zone with a certain total weight, with some axle load, and so on. The consignor is also obliged to state the period of operation of the consignee or at which time loading can be carried out.
- (22) Unless otherwise agreed between the carrier and the shipper, generally the consignor provides the loading and the consignee provides the unloading of the consignment.
- (23) The loading and unloading of load on the road is permitted in the SR only if it cannot be done off the road. The load must be put down and loaded as quickly as possible so that road safety is not endangered.
- (24) The crew of the vehicle is not obliged to provide loading and unloading of the vehicle from the point of view of the contract for carriage. The carrier shall only carry out loading or unloading if it has the necessary operating facilities and personnel, and this is expressly agreed in the contract for carriage and for an agreed surcharge for the carriage charge. The crew of the vehicle of the carrier can not use the handling equipment of the shippers from the point of view of work safety regulations unless they have been trained to use them and with the written consent of the shippers.
- (25) The consignor is obliged to take all necessary measures in time to ensure smooth loading and to protect the consignment from damage. The carrier (consignor and consignee) is obliged to ensure the conditions for work safety and for the economic use of the carrier's vehicles. In particular, it shall ensure that loading and unloading places and equipment were maintained in a condition that allows for the rapid and safe loading and unloading of consignments, ensuring that all areas used for driving vehicles, including non-public access roads, are maintained in a safe manner, sufficient lighting for loading and unloading vehicles.

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- (26) IN general, THE SHIPPER (THE CONSIGNOR) IS RESPONSIBLE FOR SECURING THE LOAD ON THE VEHICLE AS IT HAS THE APPROPRIATE KNOWLEDGE OF THE CONSIGNMENT. THE CONSIGNOR OF THE CONSIGNMENT IS OBLIGED TO PROVIDE EXACT INFORMATION ABOUT THE CONSIGNMENT REGARDING THE WEIGHT AND DIMENSIONS OF INDIVIDUAL PIECES. IF THE CONSIGNOR HAS DRAWN UP INSTRUCTIONS FOR LOADING AND FASTENING THE LOAD IN ROAD FREIGHT TRANSPORT, HE IS OBLIGED TO PROVIDE THE CARRIER IN ADVANCE WITH THEM BEFORE INITIATING OF THE CARRIAGE IN A LANGUAGE THAT THE CARRIER UNDERSTANDS.
- (27) The driver (representative of the carrier) is obliged to take part in the loading and possibly direct the distribution of the load on the vehicle e.g. in terms of the uniform axle load of the vehicle carrying the goods and in order not to jeopardize the safety and continuity of road traffic. If the consignor does not follow the instructions of the carrier and therefore the loading error occurs, especially in the case of overloading the vehicle, the carrier is entitled to request the relocation of the load on the vehicle or the putting down of the load or the part thereof. If he is not satisfied with the carrier, he may refuse to perform the carriage, or arrange for the proper putting down and storage of the load on behalf of the consignor.
- (28) If the shipper provides loading and unloading of the vehicle, he is obliged to ensure that the vehicle and other equipment of the carrier are not damaged. Especially, it is not allowed to lower heavier loads from a higher height on the vehicle.
- (29) If there is a greater contamination of the loading space of the vehicle during loading, unloading or by transported load, the shipper is obliged to ensure cleaning it at its own costs after unloading of the consignment, and for repeated carriages after the last unloading. If the shipper fails to comply with this obligation, the carrier will ensure cleaning of the vehicle on shipper's behalf.
- (30) If it is necessary to disinfect the vehicle, it shall be provided by the carrier. Disinfection costs are borne by the shipper whose consignment has caused the need for disinfection.
- (31) If it is required to wash out the tank vehicle or tank container before loading any other type of load, the shipper must notify the carrier of this in the transport order or the framework contract for carriage. The costs of washing out are borne by the shipper.
- (32) Due to damage to the consignment during transport, the consignee may refuse to accept the consignment or its parts only if the consignment has been damaged to the extent that it cannot be used for the original purpose. However, the consignee is not obliged to accept

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the consignment until the carrier has not recorded the damage to the consignment in the presence of both parties. The record can also be made in the transport document.

- (33) Objections regarding the manner of loading, reloading and unloading, by the carrier (the member of the vehicle crew) shall be made in writing, to the consignor, consignee or other persons, for example in the consignment note.
- (34) The delay of the carrier during loading or unloading shall be deemed to be; unless otherwise agreed in the contract for carriage; the time from the required time of arrival of the carrier's vehicle for loading or unloading to the start of loading or unloading, and any failure not caused by the carrier to interrupt these works, including the issue of carriage documents for the consignment. For the delay time, the carrier may claim financial compensation, which should be agreed in the contract for carriage.

## **Section II**

### **Method of conclusion and validity of the contract for the carriage of goods in national road freight transport**

#### **Article 6**

##### **Fundamental provision for a contract for carriage of goods in national road freight transport**

- (1) If a business entity orders a carriage by a carrier and a contract for carriage is concluded, it will be governed by the provisions of Sections 610-629 on the Contract for carriage under Act No. 513/1991 Coll. Commercial Code.
- (2) By the contract for carriage, the carrier undertakes to the consignor to transport the goods (consignment) from a particular place (place of dispatch) to another place (destination), and the consignor undertakes to pay him the remuneration (carriage charge).
- (3) The carrier is entitled to require the consignor to confirm the required carriage in the transport document, and the consignor is entitled to require the carrier to confirm the receipt of the consignment in writing.
- (4) If special documents are required to perform the carriage, the consignor is obliged to hand them over to the carrier at the latest when the consignment is handed over for transport. The consignor is liable for any damage caused to the carrier by not handing over these documents or their incorrectness.
- (5) Unless otherwise provided in the contract, the contract shall be terminated if the consignor has not requested the carrier to accept the consignment at the time specified in the contract, otherwise within six months of the conclusion of the contract.

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- (6) The carrier is obliged to perform the carriage to the destination with professional care in the agreed time, otherwise without undue delay. In case of doubt, the time limit begins to run on the day following the handing over of the consignment by the carrier.
- (7) If the consignee of the consignment is known by the carrier, it is obliged to deliver the consignment to it or, if the consignment is to be picked up at the destination by the consignee under the contract, to notify it of the termination of the carriage.
- (8) As long as the carrier has not handed over the consignment to the consignee, the consignor is entitled to request the carriage to be interrupted and the consignment returned to him or otherwise disposed of, and pay the reasonable costs associated with it.
- (9) If the contract stipulates that before the consignment is handed over, the carrier withdraws from the consignee a certain sum of money (cash on delivery) or performs another collection operation, the provisions on bank documentary collection apply accordingly (Section 697 et seq. Of Act No. 513/1991 Coll. Commercial Code).
- (10) If the carriage of goods is ordered from a carrier by a natural person not an entrepreneur, a contract for the carriage of load is concluded pursuant to Section 765 et seq. 40/1964 Coll. the Civil Code, as amended.

### **Article 7**

#### **Obligations of the shipper and the consignee of the consignment**

- (1) The shipper is most often obliged to provide the carrier with correct information about the contents of the consignment and its nature and is liable for damage caused to the carrier by breach of this obligation.
- (2) The consignor is obliged to order the carriage at the carrier. The form of the order by e-mail, fax or telephone is also sufficient, if the written form of the order is subsequently issued unless the carrier and the consignor agree otherwise.
- (3) The transport order can be issued for one carriage or a certain number of carriages. If the carriages are repeated and the carriage takes a longer period, it is preferable to conclude a framework contract for the carriage between the carrier and the shipper.

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- (4) The transport order must contain the data necessary for the performance of the carriage and the issuing of an invoice according to the applicable legislation. For the proper conclusion of the contract for carriage, the order or draft of the contract for carriage must contain the following information:
- a) business name of the shipper of the carriage, address, company registration number, VAT number, email address, phone number and other contact information if needed,
  - b) information on the consignment (type, gross weight (including packaging and pallet weight), number of pieces, dimensions, attachment requirements, etc.),
  - c) place of dispatch and destination of the consignment (exact address),
  - d) if it is required, both the loading time and the unloading time,
  - e) for consignments carried to be repaired also the type and extent of damage.
  - f) agreed remuneration for performing the carriage (price for the carriage).
- (5) If special documents are required for performing the carriage, the consignor is obliged to hand them over to the carrier at the latest when the consignment is handed over for transport. The consignor is liable for any damage caused to the carrier by not handing them over or their incorrectness.
- (6) The shipper is obliged to inform the carrier about the higher price of the consignment than the normal market price when ordering the carriage.
- (7) The carrier is obliged to confirm the acceptance of the consignment at the request of the consignor in writing.
- (8) The contract for carriage is concluded between the shipper (consignor or consignee) and the carrier
- a) by accepting of the order,
  - b) if it is the carriage that does not require to be ordered, then by commencement of carriage,
  - c) by handing over the consignment for transport.
- (9) Order is accepted
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- a) if there is an oral or telephone agreement between the carrier and the consignor about the scope, time, or the manner of performing the requested carriage, or
  - b) at the moment when the shipper received, in writing, by email, by fax or other credible means, confirmation about it being accepted; if the shipper requests such confirmation, the carrier is obliged to comply with it,
  - c) by commencement of the ordered carriage by the carrier, unless the order has been accepted under the preceding points.
- (10) If the carrier accepts the consignee's proposal for its further carriage to another consignee, a new contract for carriage is created.
- (11) Upon receipt of the transport order or the conclusion of the contract for carriage, the carrier may request the shipper to put down a deposit of up to 80% of the agreed price or provisional carriage price. The carrier is obliged to confirm receipt of the deposit and to issue the required tax documents (e.g. advance invoice).
- (12) Until the consignment is handed over, the consignor shall have the right to issue new orders under the conditions laid down in this Transport regulations.
- (13) The carrier is entitled to the agreed remuneration or, if not agreed, the usual remuneration at the time of conclusion of the contract, taking into account the carrier's commitment.
- (14) The carrier is entitled to a carriage charge after the performing the carriage to the destination, unless the contract specifies a different price.
- (15) If the carrier cannot complete the carriage for facts for which he is not responsible, he is entitled to a proportion of the carriage charge, taking into account the carriage already carried out.
- (16) If the consignee of the consignment is designated in the contract, he acquires rights under the contract when he asks for the consignment to be handed over after he arrives at his destination or after the time limit has expired. From this moment, claims for damage to the consignment are transferred to the consignee. However, the carrier shall not hand over the consignment to the consignee if it would be contrary to the instructions given by the consignor. In this case, the consignor still has the right to dispose of the consignment. If the consignor designates a carrier other person than the consignee, that person shall acquire rights under the contract in the same way as the original consignee.

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- (17) By accepting the consignment, the consignee assumes the liability for the payment of the carrier's receivables to the consignor for the contract relating to the carriage of the received consignment if the consignee knew or had to know about the receivables.
- (18) The carrier shall have a right of retention to the consignment until it can dispose of its claims under the contract.
- (19) If several detention rights are attached to the consignment, the carrier's right of retention overrides the retention rights previously arisen.
- (20) The carrier's right of retention shall override the consignor's right of retention.

### **Article 8**

#### **Liability of the carrier for damage to the consignment and for non-compliance with transport conditions**

- (1) The carrier shall be liable for the total or partial loss of the consignment or for its damage which arises from the moment of receipt of the consignment to the moment it is handed over, as well as for the delivery period being exceeded.
- (2) The carrier is exempted from this liability if the loss of the consignment, its damage or the delivery period exceeded is caused by the entitled person, an order of the entitled person, which was not caused by the negligence of the carrier, by its own defect of the consignment or by circumstances which the carrier is unable to avert and whose consequences to be removed is not in his power.
- (3) The carrier may invoke, in order to dispose of its liability or defects of the vehicle used for the carriage or the fault or mistake of the person from whom he hired the vehicle or his agents or workers.
- (4) Taking into account the provisions of the CMR Convention, Article 18, par. 2 to 5, the carrier is exempted from liability if the loss or damage arises from a particular dangers related to one or more of the following:
  - a) the use of open vehicles without curtains where such use of vehicles has been expressly agreed and noted in the consignment note;

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- b) the missing packaging or defective packaging of the consignment, which, by its nature, is liable to be lost or damaged if it is not properly packaged or is not packaged at all;
  - c) handling, loading, placing or unloading a consignment by the consignor, consignee or persons acting on behalf of the consignor or consignee;
  - d) the nature of certain goods for which they are subject to total or partial loss or damage, in particular fracture, rust, internal deterioration, drying out, leakage, normal loss or action of insects or rodents;
  - e) inadequate or defective marks or numbers of individual pieces of the consignment;
  - f) the transport of live animals.
- (5) If the carrier is not liable under this Article for any of the circumstances giving rise to the damage, it shall be liable to the extent to which it has contributed to the damage to which it is liable under this Article.
- (6) Evidence that the loss of a consignment, its damage or the delivery period exceeded is due to any of the causes specified in the CMR Convention Article 17, par. 2, belongs to the carrier.
- (7) If the carrier certifies that, in the circumstances of the case, the loss or damage of the consignment may arise from one or more of the special dangers referred to in CMR Convention, Article 17, par. 4, it is assumed that they have arisen from these dangers. However, the entitled person can prove that the damage was not completely or partially caused by these dangers.
- (8) The presumption referred to in the preceding paragraph shall not apply in the case provided for in the CMR Convention of Article 17 par. 4 a) if there is an unusually large loss or loss of a single piece of consignment.
- (9) If the carriage is carried out by a vehicle equipped with such facilities that the consignment is protected from the effects of heat, cold, temperature fluctuations or humidity, the carrier may invoke the CMR Convention, Article 17 par. 4 d) only if he demonstrates that it has taken all the measures it has in the circumstances with regard to the selection, maintenance and use of those facilities and has been guided by the specific instructions given to it.

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- (10) The carrier may invoke Article 17, par. 4 f) of the CMR Convention only if it demonstrates that it has taken all the necessary measures to do so and that it has been guided by the specific instructions given to it.
- (11) Exceeding the delivery period occurs when the consignment has not been handed over within the agreed period and unless the time limit has been agreed when the actual time of carriage, taking into account the circumstances and partial loading, in particular taking into account the time required to assemble
- (12) The entitled person may consider the consignment without further evidence to be lost if it has not been handed over within 30 days after the expiry of the agreed period, and within 60 days after receipt of the consignment by the carrier for the transport, unless the deadline has been agreed.
- (13) When receiving a refund for a lost consignment, the entitled person may ask in writing to be notified immediately if the consignment is found within one year of payment of the refund. It shall be given written confirmation of such request.
- (14) Within 30 days of receiving a consignment finding report, it may be entitled to request the consignment to be handed over to it, but must fulfill the obligations under the consignment note and return the refund received, if applicable after deduction of the expenditure included therein; however, it shall retain the right to compensation for exceeding the delivery period pursuant to Articles 23 and 26 of the CMR Convention.
- (15) If the entitled person has not lodged an application under paragraph 13 or has not given instructions under paragraph 14 within 30 days, or if the consignment is found one year after payment of the refund, the carrier may dispose of the consignment under the law in force at the place where the consignment is.
- (16) If a consignment is handed over to a consignee without the cash on delivery in accordance with the terms of the contract for carriage, the carrier is obliged to provide the consignor with the compensation for damages up to the amount of the cash on delivery; however, he has a right of recourse against the consignee.
- (17) If the consignor hands over a dangerous consignment for the carriage, it is obliged to notify the carrier of the exact nature of the danger arising from the consignment or to inform it of the precautions to be taken. If this notice is not included in the consignment note, it is the responsibility of the consignor or the consignee to prove otherwise that the carrier was aware of the exact nature of the danger associated with the transport of the consignment.

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- (18) The carrier may put down, destroy or dispose of dangerous consignments of dangerous nature at any time and place of which it was not, within the meaning of the preceding paragraph of this Article familiar with, without any obligation to compensate for the damage; moreover, the consignor is liable for all expenses and damages arising from the handing over or transport of such consignment.
- (19) If, pursuant to the provisions of this CMR Convention, the carrier has the obligation to compensate for the complete or partial loss of the consignment, the compensation shall be calculated from the value of the consignment at the place and time of its receipt for carriage.
- (20) The value of a consignment is determined by the stock market price and, if there is no stock market price, by the current market price, and if neither the stock market price nor the current market price is available, according to the general value of the goods of the same nature and quality.
- (21) The damages may not exceed 25 francs per kilogram of missing gross weight. Franc is a gold franc of 10/31 grams and a purity of 0.900.
- (22) In addition, the transportation costs, customs and other expenses incurred in connection with the transport of the consignment shall be reimbursed at complete loss in full and at a partial loss of proportion; other damages are not paid.
- (23) If the delivery period is exceeded and the entitled person proves that the damage was caused for this reason, the carrier is obliged to pay for the damage only up to the amount of the transport costs.
- (24) A higher refund may only be claimed if, pursuant to Articles 24 and 26 of the CMR Convention, the price of the consignment or the specific interest in delivery have been indicated.
- (25) The consignor may, if it pays the agreed transport surcharge, indicate in the consignment note the price of the consignment in excess of the limit given in Article 21 and in that case replace the given price with that limit.
- (26) In the case of damage to a consignment, the carrier shall pay the amount by which its value has been reduced; the amount shall be calculated from the value of the consignment determined in accordance with Article 23, par. 1, 2 and 4 of the CMR Convention.
- (27) However, the compensation for damages may not exceed:

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- a) if the whole consignment has lost value through damage, the amount that would be paid in its complete loss;
  - b) if only part of the consignment has lost value through damage, the amount which would have been paid in the event of the loss of the defective part of the consignment.
- (28) The consignor may, if it pays the agreed transport surcharge, indicate the amount of special interest in the delivery of the consignment in case of its loss or damage or the delivery period exceeded in the consignment note.
- (29) Where a particular interest in delivery has been indicated, irrespective of the compensation provided for in Articles 23, 24 and 25 of the CMR Convention, compensation for further proven damages may be claimed up to the amount of the indicated interest in delivery.
- (30) The entitled person may claim interest on damages. This interest of 5% per annum is calculated from the date of sending the written complaint to the carrier and, if no claim has been made, then from the date of filing the complaint in court.
- (31) Where the amounts on which the damages are calculated are not expressed in the currency of the country in which the refund is requested, the currency conversion shall be made at the current rate prevailing at the date and place of payment of the refund.
- (32) If the loss of a consignment, its damage or the exceeded delivery period of a consignment covered by the CMR Convention may lead to the application of non-contractual claims under the applicable law, the carrier may invoke those provisions of the Convention which exclude its liability or which determine or limit the extent of damages.
- (33) If, in the event of a loss of a consignment, its damage or the exceeded delivery period, extraordinary liability against one of the persons for whom the carrier is liable under Article 3 of the CMR Convention may be invoked, that person may also invoke those provisions of the CMR Convention which exclude the liability of the carrier or which determine or limit the extent of the compensation.
- (34) A carrier may not invoke those provisions of this Chapter which exclude or limit its liability or impose a burden of proof where the damage is caused intentionally or by such fault as to be deemed equivalent under the law of the court hearing the case to the intention.
- (35) The same is applicable, if the intentional acts or faults of the carrier or other persons used by the carrier for the performance of the carriage have been committed, and where such agents, workers or other persons have acted in the course of their duties. In such a case, such

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agents, workers or other persons may also not invoke the provisions of this Article in respect of their personal liability.

### **Article 9**

#### **Conditions for modifying the contract for carriage and withdrawing from the contract**

- (1) Until the consignment is issued, the consignor may require that the transport be interrupted and the consignment returned to him or otherwise disposed of in agreement with the carrier and the consignor is obliged to reimburse the cost effectively incurred thereby.
- (2) The consignee of the consignment may propose the consignment to be handed over at another unloading place.
- (3) Transport and other costs connected with the realization of the change of the contract for carriage according to par. 1 is paid by the consignor and according to par. 2 by the consignee.
- (4) Proposals for amendments of the contract for the carriage under art. 7.
- (5) If after the arrangement of the contract for carriage the need for transport ceases to exist, the consignor is obliged to notify the carrier without undue delay.
- (6) If the carriage has been cancelled only after the vehicle has left the agreed loading place or the vehicle has already arrived to such a place and the consignor did not handed the consignment over for any reason, the carrier has the right for reimbursement for the costs incurred.
- (7) If the carrier cannot perform the agreed carriage or cannot perform it under the agreed conditions or conditions stipulated in this Transport regulation, he is obliged to notify the consignor without undue delay. If the consignor does not comply with the new conditions proposed by the carrier, it is entitled to withdraw from the contract for carriage; it may also withdraw from the contract if the vehicle has not arrived within three hours of the agreed loading time of the vehicle without prior agreement with the consignor.
- (8) If, after receipt of the consignment, an obstacle occurs for which the carriage cannot be initiated or continued or the consignment cannot be handed over and the consignor has

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not agreed another procedure for such a case, the carrier shall request the consignor's proposal without delay.

- (9) The carrier does not need to notify the consignor if it is a transitory obstacle (e.g. the need of transferring the consignment) and achievement of its proposal would require a longer time than when removing the obstacle.
- (10) If an obstacle disappears before the consignor's additional proposal has been made, the carrier shall proceed according to the terms originally agreed. The consignor may already make a proposal in the transport document on how to dispose of the consignment in the event of an obstacle in transport during performance of the contract of carriage.
- (11) If it is not possible to deliver the consignment to the consignee or return it to the consignor under the previous provisions, the carrier shall procure the consignment; the carrier shall notify the consignor without undue delay of the deposit of the consignment. Storage costs are borne by the consignor.

### **Article 10**

#### **Freight transport documents**

- (1) The transport document as a carriage document accompanies the consignment until its delivery or disposal. The transport document is obliged to be duly filled in by the consignor to the carrier or it is obliged to provide the data concerning the consignment to the carrier and after signing it, for example, by the carrier in the consignment note or otherwise the carrier may agree on the transport document.
- (2) The transport document is handed over to the carrier with the consignment, unless agreed otherwise.
- (3) The transport document must contain at least the following:

## Transport regulation for road freight transport

- a) consignor's and consignee's name,
  - b) the common name of the contents of the consignment and its packaging,
  - c) number of units,
  - d) total weight of the consignment,
  - e) loading place and unloading place,
  - f) date and confirmation of receipt of the consignment by the carrier and the consignee,
  - g) place for the reservations of the carrier.
- (4) The transport document in national road freight transport is
- a) transport note completed and submitted by the consignor,
  - b) delivery note, if it meets the above conditions.
- (5) If a consignment is loaded or unloaded in several places, the consignor is obliged to hand over a separate transport document for each part of the consignment. For some types of carriages, transport document data may be simplified.
- (6) The carrier and shippers (consignor and consignee) are responsible for the correctness and completeness of the data they enter in the transport document.
- (7) The carrier has the right to enter the carrier's reservations into the transport document to the type of vehicle used, based on the request of the consignor of the carriage, the condition of the consignment, its packaging, the number of pieces and the way of loading.
- (8) In the carriage of dangerous goods, additional documents required by the applicable legislation, which are listed in other sections of the Transport regulation, are required from the consignor.

(9)

## **Section III**

### **Carriage of dangerous goods**

#### **Article 11**

##### **Fundamental provision for the carriage of dangerous goods**

- (1) In road transport, only dangerous goods whose carriage is permitted by an international treaty binding the Slovak Republic (European Agreement on the Transport of Dangerous Goods by Road - ADR hereinafter referred to as the "ADR Agreement") can be transported; this does not apply if it is
- a) the carriage of dangerous goods in the military district or in another closed area of the armed forces by the armed forces vehicle or the carriage of dangerous goods in the armed forces convoy following the prescribed route of carriage and under the consignor's permanent supervision,
  - b) transport of explosives by vehicles of the armed forces or vehicles of armed security force under their constant supervision over the entire carriage route,
  - c) time-limited transport operations with clearly identified dangerous goods, including forbidden goods, which, by way of exception, have been authorized by the transport authority, subject to the condition that safety is not compromised, or
  - d) carriage of deregistered vehicles without a battery, from which operating fluids and flammable gas do not leak.
- (2) The carriage of dangerous goods on the territory of the Slovak Republic can only be performed in the manner and under the conditions specified in the ADR Agreement and

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stipulated by the Act of the National Council of the Slovak Republic no. 56/2012 Coll. on Road transport.

- (3) The carriage of dangerous goods may only be performed by a type-approved vehicle and by the use of packaging, tanks and containers that are approved and marked. Specific regulations<sup>1</sup> establishing type safety requirements for vehicles and transport equipment and their use, storage, cleaning, disinfection and decontamination and rules for handling and transporting explosives, radioactive substances, chemicals, biological and other hazardous wastes, live micro-organisms and genetically modified organisms, must be observed during packaging and other handling prior to carriage, loading, during carriage and unloading of 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 that have been trained by the safety adviser.
- (5) Vehicle crews involved in the carriage of dangerous goods shall comply with the rules of handling and carriage, the safety measures for handling and transporting them, comply with the instructions of the safety adviser and, if a traffic accident or other accident involving the leakage of dangerous goods has occurred, minimize the scope of the damage to human and animal health, property and the environment.
- (6) Every person involved in the loading, handling during the carriage and unloading of dangerous goods is obliged to behave in such a way that it does not increase the foreseeable risk of dangerous goods being transported.

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<sup>1</sup> For example, par. no. 22 to 26 of the Slovak National Council Act No. 51/1988 Coll. on mining activity, explosives and state mining administration, as amended, par. no. 23 and 24 of Act no. 223/2001 Coll. on waste and on amendments to certain other acts, as amended, par. no. 8 to 10 of Act No. 151/2002 Coll., on the use of genetic technologies and genetically modified organisms, as amended, par. no. 14 and 15 of Act no. 541/2004 Coll. on the Peaceful Use of Nuclear Energy (Atomic Act) and on the amendment and supplement of certain acts as amended by Act no. 21/2007 Coll. par. no. 13 and 45 of Act no. 355/2007 Coll. on Protection, Support, and Development of Public Health and on the amendment and supplement of certain laws as amended, par. no. 16 of Act no. 67/2010 Coll. on the conditions for placing chemical substances and chemical mixtures on the market and on amendments to certain acts (Chemical Act), as amended, par. no. 4 of Act no. 119/2010 Coll. on packaging and amending and supplementing Act no. 223/2001 Coll. on Packaging and on Amendments to Act No. 223/2001 Coll. on Waste and on Amendments and Supplements to Certain Acts as amended.

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### Article 12

#### Obligations of the consignor and the consignee of dangerous goods

- (1) The consignor of dangerous goods is obliged to hand over dangerous goods for carriage, when it is in accordance with the requirements of this Act, and
  - a) make sure that dangerous goods are properly classified and check if their carriage by road is permitted,
  - b) provide the carrier with information and data and, if necessary, the required transport and accompanying documents,
  - c) include the information required by the ADR Agreement in the transport document,
  - d) use only packaging, IBCs, removable tanks, battery vehicles, multi-element gas containers, portable tanks and tank containers that have been approved for the carriage of the relevant substances and are labelled in a prescribed manner,
  - e) comply with the dispatch rules and dispatch restrictions,
  - f) to ensure that emptied, uncleaned and non-degassed tanks or emptied, uncleaned vehicles and IBCs are appropriately labelled with safety labels and that emptied, uncleaned tanks are closed and represent the same degree of impermeability as full tanks.
- (2) If the consignor of dangerous goods is acting on the instructions of a third party, the obligations under paragraph 1 shall be upon the third party towards the consignor of the dangerous goods.
- (3) The consignee of dangerous goods is obliged:
  - a) to ensure that the consignment is secured against third parties immediately after the delivery and store it safely,
  - b) to inspect *packaging* of the consignment for transport for any obvious damage, leakage or cracks and whether the consignment complies with the accompanying documents and other requirements under the ADR Agreement,
  - c) to ensure the handling of the transport packaging until it is cleaned or degassed.

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- (4) Consignor, consignee and anyone involved in the carriage of dangerous goods by packaging, filling, loading, unloading or other handling which could cause the leakage of dangerous goods or endanger the life or health of humans or animals, property damage or environmental hazards, is obliged to appoint one or more security advisers and to assign them with specific tasks they are to perform during the carriage of dangerous goods, in accordance with the requirements of the ADR Agreement.
- (5) Other persons involved in the carriage of dangerous goods involved in their packaging, loading, filling and cleaning of tanks and other transport equipment and unloading are obliged to comply with the ADR Agreement obligations and to delegate the handling of dangerous goods only to staff trained by the safety adviser.

### **Article 13**

#### **Obligations of the carrier for the carriage of dangerous goods**

- (1) The carrier is obliged to ensure the carriage of dangerous goods in accordance with the requirements of Act no. 56/2012 Coll. on Road transport, in particular
    - a) to check whether dangerous goods intended for carriage are permitted to be carried by road,
    - b) to verify that the consignor has provided the prescribed information for the dangerous goods transported, whether there are prescribed documents in the transport units or if electronic data processing or electronic data exchange is used instead of paper documents, whether the data is available during the carriage in a way that is at least equivalent to paper documentation,
    - c) to visually check if the vehicle and the load are not obviously damaged, leaked or cracked and if some of the equipment of the type-approved vehicle is missing,
    - d) to ensure that the period of the next test of tank-vehicles, battery-vehicles, removable tanks, portable tanks, tank containers and multi-element gas containers have not expired,
    - e) to verify that the vehicle is not overloaded,
    - f) to verify that the safety stickers and the prescribed labels have been affixed to the vehicle,
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## **Transport regulation for road freight transport**

- g) to ensure that the vehicle is equipped with special equipment prescribed by written instructions in the event of an accident.
- (2) The carrier is obliged to ensure that the crew of the vehicle is demonstrably familiar with the written instructions in case of accident and understand them.

## **Section IV**

### **Final provisions**

#### **Article 14**

##### **Complaint procedure**

- (1) Time to complain and limitation periods for claiming by the consignor or consignee arising from the contract for the carriage with the carrier are specified for national road freight transport performed in the Slovak Republic in the Commercial Code and the Civil Code.
- (2) The entitled person (shipper or consignor) must file a claim with the carrier for all rights resulting from the carriage in writing.
- (3) The refund of the amount paid for the carriage may only be claimed by the shipper or the consignor if it has been shown to be paid to the carrier.

#### **Article 15**

##### **Publication of the Transport regulation for road freight transport and its validity**

- (1) According to the Act of the National Council of the Slovak Republic no. 56/2012 Coll. on Road transport, the carrier has published this Transport regulation on its website and is also available at the registered office of the carrier.
- (2) This Transport regulation is valid from 03.10.2018.
- (3) According to the Act of the National Council of the Slovak Republic no. 56/2012 Coll. on Road transport, the published Transport regulation is a part of the carrier's proposal to conclude a contract for the carriage and after its conclusion its content is part of the contractual rights and obligations of the contracting parties.

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- (4) The shipper of the carriage is before signing the contract for the carriage of goods or shall be obliged to familiarize himself with this Transport regulation.

### **Article 16**

#### **Changes to the Transport regulation for road freight transport**

- (1) All changes and amendments to the Transport regulation are valid on the day they are published and made available on the carrier's website.
- (2) If the Transport regulation is significantly modified or significantly amended, the carrier shall made this Transport regulation available in full.

In Vranov nad Topľou, 02.10.2018

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**Matúš Barkóci**  
Managing Director