

Platinum Spedition s.r.o.

Družstevná 504/6, 072 22, Strážske

General Terms and Conditions



(ďalej len „GTC“.)

1. Introductory Provisions

- 1.1 These GTC govern the legal relations between **Platinum Spedition s.r.o.** (hereinafter referred to as the "Provider" or "Forwarder") and its customers (hereinafter referred to as the "Principal" or "Client").
- 1.2 The Provider does not perform transport with its own vehicles but arranges transport through contractual carriers.
- 1.3 These conditions apply to all business cases where the Provider arranges the transport of goods for the Principal.

2. Order and Formation of Contract

- 2.1 The Contract is formed at the moment of order confirmation. Email communication in which the transport parameters (route, price, goods) are clearly defined is also considered a valid order.
- 2.2 The transport is physically performed by a carrier who bears responsibility for the goods according to:
 - a. The CMR Convention (international transport)
 - b. The Commercial Code of the SR (domestic transport).
- 2.3 The Provider arranges the transport of goods according to the Principal's instructions through a carrier selected based on expertise, availability, and transport requirements.

2.4 By accepting the order, the Provider undertakes to arrange the transport of goods from the place of dispatch to the place of destination, and the Principal undertakes to pay the agreed remuneration.

2.5 The Provider is entitled to use another carrier (third party) for the transport.

3. Duties of the Provider

The Provider undertakes to:

1. Select a suitable carrier with valid insurance and professional competence,
2. Facilitate communication between the Principal and the carrier,
3. Ensure documentation (CMR, loading confirmation, transport data),
4. Monitor the progress of the transport,
5. Notify the Principal of any important facts,
6. Act professionally, transparently, and in the interest of the Principal.

The Provider is not liable for the performance of the transport itself, in particular for:

- carrier delays,
- damage to the shipment,
- loss of the shipment,
- incomplete loading or unloading,
- traffic restrictions, or interventions by authorities (liability lies with the performing carrier according to CMR).

4. Rights and Duties of the Principal (Client)

- 4.1 The Principal is obliged to state true and accurate data about the goods in the order (especially exact weight, dimensions, number of pallets, and nature of the goods).
- 4.2 Ensure necessary conditions for loading/unloading.
- 4.3 Adhere to loading and unloading times.
- 4.4 Provide accurate addresses, contacts, and specifications.
- 4.5 **Assignment of Receivables:** The Principal (Client) acknowledges and expressly agrees that the Provider (Platinum Spedition) is entitled to assign receivables arising from this contract to third parties (e.g., factoring companies) for the purpose of securing liquidity without any further consent.
- 4.6 If the Principal states an incorrect weight resulting in vehicle overloading, all fines and associated costs (transshipment of goods) shall be borne in full by the Principal.
- 4.7 The Principal is responsible for ensuring the goods are properly packed and secured against damage during normal road transport.

5 Price, Payment Terms, and Demurrage

- 5.1 **The price** for transport is determined by agreement in the order. The price does not include insurance of goods beyond the carrier's statutory liability (CMR), unless agreed otherwise.
- 5.2 **Waiting Time (Demurrage):** The transport price includes 2 hours for loading and 2 hours for unloading.
- 5.3 In case of exceeding this time, the Provider has the right to charge a demurrage fee of **40 €** for each commenced hour of vehicle waiting.
- 5.4 The maturity of invoices is agreed in the order. In case of delay in payment, the Provider is entitled to late payment interest of 0.05% of the outstanding amount for each day of delay.

6 Pallet Management

- 6.1 **Transport** is carried out in the "**No pallet exchange**" mode, unless expressly agreed otherwise in writing in the order.
- 6.2 **The Provider is not responsible** for returning exchangeable pallets (EUR pallets) to the sender. Any costs associated with unapproved pallet exchange shall be borne by the Principal.

7 Cancellation Terms

- 7.1 If cancelled 24-48 hours before loading, the fee is 10% of the transport price.
- 7.2 If cancelled less than 24 hours before the planned loading, the fee is 50% of the agreed price.
- 7.3 If cancelled after the vehicle has arrived (Dead Run / Wasted Journey), the fee is 100% of the agreed price.

8 Liability for Damage

- 8.1 The liability of the Provider (and the carrier hired by them) is governed by the provisions of the CMR Convention and the Commercial Code.
- 8.2 **The Provider provides** comprehensive insurance coverage in terms of the CMR Convention and its supplementary insurance, thereby assuming responsibility for the proper selection of the carrier.
- 8.3 **NOTICE ON LIABILITY LIMIT:** The transport price includes basic carrier liability insurance under the CMR Convention (approx. 10 € per 1 kg of gross weight of goods). If the actual value of the goods is higher than this limit, the Principal (Client) is obliged to request in writing that the Provider arrange additional insurance for the full value (Cargo Insurance). If they fail to do so, the Provider is not liable for damage exceeding the limit set by the CMR Convention.

8.4 The Provider is not liable for damages caused by force majeure, insufficient packaging of goods by the sender, or concealment of the actual nature of the goods.

8.5 If damage, loss, or delay occurs, the Principal must report the damage:

- a. In the CMR consignment note upon unloading,
- b. Immediately by email to the Provider.

9 Withdrawal from the Order

9.1 Cancellation of the order after its confirmation may be subject to a so-called carrier cancellation fee.

9.2 The amount of the cancellation fee depends on:

- Time of cancellation,
- Distance traveled by the carrier
- Type of vehicle.

9.3 Poskytovateľ nie je povinný storno poplatok hradiť namiesto objednávateľa

10. Final Provisions

- These GTC are valid from:01.03.2026
- Relations not regulated by these GTC are governed by the legal order of the Slovak Republic.