

General Forwarding Conditions

GLST s.r.o. — freight forwarding

Introductory provisions

In accordance with Section 273 of Act No. 513/1991 Coll., GLST s.r.o., with its registered office at Okružná 999/3, 071 01 Michalovce, Slovakia, registered in the Commercial Register of the Municipal Court Košice, Section Sro, Insert No. 58037/V on 28 October 2023, issues these General Forwarding Conditions (hereinafter the "GFC").

The purpose of the GFC is to set out in more detail and to supplement the provisions of Sections 601 to 609 of the Commercial Code governing the forwarding contract.

The GFC apply to business relations between principals and forwarders in domestic and international forwarding, provided that they become part of the forwarding contract. For domestic forwarding, those parts of the GFC which by their nature concern only international forwarding shall not apply.

Deviating provisions of the forwarding contract take precedence over the wording of the GFC. The provisions of the GFC take precedence over the wording of the Commercial Code (hereinafter the "CC") and the Civil Code (hereinafter the "CivC"). They must not conflict with their mandatory provisions or with the mandatory provisions of other legal regulations.

The GFC are issued in the Slovak language.

Basic terms

Definition of basic terms

Forwarder – is a business entity holding the relevant trade authorisations in this field within the meaning of the Trade Licensing Act. In carrying out the activity of a forwarder, it undertakes towards its customer to arrange the carriage of goods in its own name and for the customer's account.

Principal – is a person (legal or natural) who orders the arrangement of carriage from the forwarder, and possibly also other ancillary services related to the carriage, and who concludes a forwarding contract with the forwarder for this purpose and, in respect of ancillary services, the relevant further contracts.

Arrangement of carriage – means securing the carriage by the forwarder on the basis of the conclusion of a contract of carriage of goods between the forwarder and the carrier.

Carrier – is an entrepreneur who, under a contract of carriage of goods, undertakes towards the consignor to carry the goods for remuneration from a particular place (place of dispatch) to another particular place (place of destination). The carrier performs the carriage.

Representative of the principal as consignor – the forwarder becomes such if, on the basis of a mandate contract, it acts in the name of the consignor when concluding the contract of carriage with the carrier. In this case the party to the contract of carriage as consignor will be the principal, not the forwarder.

Intermediary of carriage – is the forwarder where, on the basis of a brokerage contract and for remuneration, it undertakes to pursue activity so that the interested party has the opportunity to conclude a contract of carriage of goods with a particular carrier itself and in its own name (Section 643 et seq. of the CC). Brokerage activity is an unregulated trade.

In carrying out its activities, the forwarder undertakes in the forwarding contract towards the principal to arrange, in its own name and for the principal's account, the carriage of goods from a particular place to another particular place. The forwarder may also undertake to arrange ancillary services related to the carriage, where such activities fall within the scope of its business. The main commercial contract is the contract of sale between the seller and the buyer, on the basis of which the principal has a concluded relationship with the forwarder.

Conclusion and form of the forwarding contract

The rights and obligations of the forwarder arise primarily on the basis of a valid forwarding contract. Under the forwarding contract the forwarder undertakes towards the principal to arrange, in its own name and for the principal's account, the carriage of goods from a particular place to another particular place, and the principal undertakes to pay the forwarder remuneration.

The formation of a forwarding contract requires the timely and unconditional acceptance of the draft contract by all parties involved. Acceptance of a draft which contains additions, reservations, limitations or other changes constitutes a rejection of the draft and is deemed a new draft which must be accepted by both sides for a contract to arise. A draft designated as a "forwarding order" or as an "order" is also deemed to be a draft contract. The draft contract is usually submitted by the principal, but the initiative may also come from the forwarder. The draft contract must be definite and addressed. It must precisely define the services the forwarder is to arrange, in particular the arrangement of the specific carriage, the places of loading and unloading and the time schedule, and it must be addressed to a specific forwarder.

The forwarding contract shall be in written form unless agreed otherwise. Written form must be observed for the legal acts creating the contract, i.e. for the draft contract and its acceptance. Written form is deemed to be the drawing up of the contract on a document forming a single technical unit, or the sending of the contract by electronic means.

Forwarding order

A forwarding order may constitute a draft forwarding contract submitted by the principal to the forwarder. Upon its unconditional acceptance, a forwarding contract arises.

A forwarding order issued by the principal at the forwarder's request for the purpose of confirming the existence and content of a forwarding contract already concluded which is not in written form comes into consideration where the parties have waived the requirement of written form of expression (CC Section 601(2)).

Cooperation of the parties to the forwarding contract

The principal and the forwarder are obliged to cooperate closely in performing the forwarding contract. They must fulfil their obligations under this contract properly and in due time.

Where the principal is in default in performing its obligations, the forwarder cannot fall into default towards the principal, and vice versa.

A forwarder which, in mutual performance, is obliged to perform in advance (to conclude a contract with a carrier) is entitled to withhold performance until such time as the reciprocal performance (payment of the remuneration) is provided or secured, if the principal's performance is jeopardised by circumstances which were not known to the forwarder at the time the contract was concluded.

Basic obligations and rights of the forwarder

The forwarder is obliged to:

arrange for the principal, in its own name and for the principal's account, the agreed carriage of goods from the designated place of dispatch to the designated place of destination. At the principal's request it is obliged to issue a confirmation of receipt of the consignment whose carriage it is to arrange;

take over the consignment of goods from the carrier at the designated place of loading, and further to take over a stored consignment from the warehouse keeper, if it has been entrusted with these tasks under the forwarding contract;

perform its obligations under the forwarding contract with professional care and ensure that it satisfies the principal's interests in a high-quality and economical manner;

comply with the principal's instructions within the framework of the forwarding contract. In doing so, to have regard for the protection of the principal's interests, from which follows in particular the obligation to alert the principal to any manifest incorrectness of its instructions;

where there is danger in delay, to proceed even without such instructions in such a way that the principal's interests are protected as far as possible (in so far as they are known to the forwarder);

take proper care of the goods entrusted to it by the principal, as well as of goods taken over for the principal, and of money collected for the principal on cash on delivery or otherwise collected;

ascertain or ensure the checking of the quantity of goods handed over to the carrier or taken over from the carrier, but only where this has been agreed with the principal;

insure the consignment of goods against the perils arising during carriage, if this was agreed in the forwarding contract. The forwarder shall conclude the insurance contract either in its own name and for the principal's account, or in the principal's name;

report to the principal any damage threatening the consignment or already incurred, without undue delay after it becomes aware of it;

for the principal's needs, and for a reasonable or agreed period, archive under a duty of confidentiality the documents obtained in performing the forwarding contract.

The forwarder is entitled to:

require that it be given a written order to arrange the carriage (a forwarding order) where the contract is not in written form (CC Section 601(2));

organise the carriage, including the choice of the mode of carriage and the choice of carrier, unless agreed otherwise;

require from the principal a reasonable advance payment towards the costs associated with performing the forwarding contract;

require payment of the remuneration, contractual or, if not agreed, according to the forwarder's schedule of service rates;

require reimbursement of the necessary and useful costs incurred by the forwarder in connection with performing its obligations under the forwarding contract, and also to require reimbursement of costs

expediently incurred in performing its obligation;

request the principal to correct incorrect instructions or to supplement incomplete ones, and at the same time to require correct information about the content and nature of the consignment;

require an express instruction to insure the consignment and specification of the type of insurance;

require an express instruction for cash on delivery of a sum of money or another collection act;

carry out itself the carriage which it is to arrange, if this is not contrary to the contract or if the principal does not prohibit it before the carriage commences;

use a further forwarder (an intermediate forwarder) to arrange the carriage, in which case it is liable to the principal as if it had arranged the carriage itself;

depart from the principal's instructions where the protection of the principal's interests so requires, in particular where there is danger in delay.

Basic obligations and rights of the principal

The principal is obliged to:

give the forwarder a written order to arrange the carriage, where the forwarding contract is not in written form and where the forwarder so requests;

where substantial damage immediately threatens the consignment, to give the forwarder, upon its call, the necessary instructions in writing immediately; otherwise the forwarder has the right to sell the consignment so as to minimise the threatened damage;

provide the forwarder with correct information about the content and nature of the consignment, as well as about other facts necessary for concluding the contract of carriage of the consignment, namely information on the type and quantity of goods, marks and signs, method of packaging, dimensions and weight of individual pieces, information on whether the goods are dangerous within the meaning of the ADR, RID and similar agreements, and to alert the forwarder in good time to public-law regulations (import and export permits, transit permits, customs regulations and the like) in so far as they need not be known to the forwarder;

pay the forwarder the agreed remuneration in due time. If the remuneration was not agreed, then the remuneration according to the forwarder's rates valid at the time the forwarding contract was concluded. If the forwarder's rates are not available, then the remuneration customary at the time the contract was concluded;

at the forwarder's request, provide it with a reasonable advance payment towards the costs associated with performing the forwarder's obligation;

reimburse the forwarder in due time for the necessary, useful and expediently incurred costs. To pay the forwarder the remuneration and to reimburse its costs also in the case of return carriage of the goods, if the consignee refuses to accept the consignment. The remuneration in such a case shall be in the same amount as for the carriage to the consignee. The principal has a similar obligation where it cancels the agreed cash on delivery or collection act with the forwarder, or where the collection of the relevant sum does not take place despite the forwarder's efforts and the consignment has to be returned;

give the forwarder an express instruction to insure the consignment, if it wishes it to be insured and the insurance is not agreed in the forwarding contract;

prohibit the forwarder from carrying out the carriage with its own transport, if the principal does not wish the forwarder to carry out itself the carriage which it is to arrange.

The principal is entitled to:

require the arrangement of carriage by the forwarder in accordance with the terms of the forwarding contract and these GFC;

give the forwarder, within the framework of the forwarding contract, more detailed instructions as to the method, type and route of carriage and the designation of the consignee;

instruct the forwarder to stop the carriage at the carrier and to return the consignment, provided that the consignee has not yet taken over the consignment or that the right of disposal over the consignment has not been transferred to a person to whom the forwarder is not entitled to give instructions;

require from the forwarder further ancillary services related to the arrangement or performance of the carriage, in so far as they are agreed in the forwarding contract or separately;

withdraw from the forwarding contract in the event of its material breach by the forwarder.

Liability of the forwarder for damage and its extent

A forwarder which breaches its obligation under the forwarding contract, under another commercial contract or another obligation, or which breaches another non-contractual duty laid down in the Commercial Code, is obliged to compensate the damage thereby caused to the other party, unless it proves that the breach of the obligation was caused by circumstances excluding liability. The breach of the obligation by the forwarder, the occurrence of the damage and the causal link between the breach and the damage incurred must be proven by the injured party (the principal). The existence of a circumstance excluding liability (a ground for exoneration) must be proven by the forwarder.

If the forwarder is liable for the damage, its obligation to compensate the damage is limited as follows:

In the case of damage which occurred to the consignment during carriage by means of transport or during handling related to the carriage (e.g. during loading, transshipment, unloading), the amount of the damage is limited to the value of XDR per 1 kg of gross weight of the damaged, destroyed or lost goods, but not more than EUR 50,000 per single damage event.

In the case of damage caused by delayed delivery of the consignment, the forwarder's obligation to compensate the damage is limited to the agreed amount of the carriage charge.

In the case of storage, the forwarder's liability for lost, damaged or destroyed goods is limited to the amount of:

3.925 XDR per 1 kg of gross weight of the damaged, destroyed or lost goods, but not more than

3,925 XDR per single damage event (one consignment)

19,625 XDR, where the damage caused to the customer (the principal) consists of the difference between the required and the actual state of the stored stock.

In cases of other damage, the forwarder's obligation to compensate the damage is limited to the amount of EUR 50,000 per single damage event.

In the case of a consignment of high-value goods, or in the case of the principal's special interest in delivery, it is possible, by way of derogation from the provisions of point 2 of Article 8 of these GFC, to agree in the forwarding contract a higher limit of the forwarder's liability.

Loss of profit and indirect damage are not compensated by the forwarder.

If the forwarder caused damage intentionally in performing the forwarding contract, it is obliged to compensate it in full (without limitation, including loss of profit).

Liability of the principal for damage and its extent

The same principle of liability and the provisions which under Article 8, points 1 to 5 are decisive for the forwarder's liability apply to the principal's liability and its extent.

The provisions of points 2 and 3 of Article 8 shall not apply to the principal's liability.

Circumstances excluding the liability of the forwarder and the principal

Obstacles which meet the characteristics set out in Section 374 of the CC are considered circumstances excluding the liability of both the forwarder and the principal for breach of their contractual obligations.

Liability is not excluded by an obstacle which arose only at a time when the obliged party was already in default in performing its obligation, or which arose from its economic circumstances. Failure to grant an official permit (export, transit, import, foreign-exchange) which is to be applied for is not considered a circumstance excluding liability, unless the parties have agreed otherwise.

The party affected by the obstacle must inform the other party thereof without undue delay.

The effects excluding liability are limited only to the period during which the obstacle with which those effects are associated persists. If the obstacle persists for longer than one month, counted from the moment by which the contractual obligation affected by the obstacle was to be performed (e.g. arrangement of carriage, storage of goods, payment of an advance towards costs, payment of remuneration), each of the parties to the forwarding contract is entitled to withdraw from the contract, even where the obligation has been partially performed. In the event of withdrawal from the contract, the forwarder is entitled to reimbursement of the costs already incurred and to a proportionate part of the remuneration. The principal is entitled to the return of that part of the advance towards costs which was not used up before the withdrawal, and to the return of a proportionate part of the remuneration if it was paid in full already on conclusion of the contract.

The existence of an obstacle excluding liability must be proven by the party invoking the obstacle.

Ancillary services of the forwarder

In addition to arranging the carriage of goods, the forwarder frequently provides the principal with further ancillary and supplementary services related to the carriage of goods. The precondition for arranging these services is a written agreement with the principal, embodied directly in the forwarding contract or outside it. Such services include, for example, storage of goods, inspection activity, insurance of consignments, collection acts and participation in customs proceedings.

Where these GFC also govern ancillary services, they shall apply irrespective of whether the agreement on the ancillary service is included in the forwarding contract or is located outside it. The forwarder may arrange ancillary services in its own name and for the principal's account, or may arrange them in the principal's name as its representative, or may perform them itself. The forwarder arranges ancillary services for remuneration, which shall be included in the total remuneration for arranging the carriage or shall be determined separately.

Storage of goods

The goods are stored, at the forwarder's choice, in its own warehouse or in the storage premises of third parties. Where the forwarder stores the goods in a warehouse, it shall notify the principal (the customer) of the name of the warehouse keeper and the place of storage.

The principal has the right to inspect the storage premises itself, or may have them inspected. Objections or complaints concerning the storage premises or the placement of the goods must be raised immediately. If the principal has not exercised the right of inspection, it waives later objections as to the type and manner of placement of the goods, provided that the forwarder selected the premises and placed the goods with due care. The principal has the right to enter the warehouse only accompanied by the forwarder or the warehouse keeper.

If the principal handles the goods during storage (e.g. taking samples), the forwarder has the right to require that the number, weight and properties of the goods be ascertained in its presence. If the principal fails to comply with this requirement, the forwarder is not liable for damage discovered later, except in cases where the damage is demonstrably unrelated to that handling.

The principal is liable for all damage caused by it, its employees or persons authorised by it, upon entering the warehouse, to the forwarder, to other warehouse keepers or to third parties (depositors), or which was caused by its defective goods to the forwarder as warehouse keeper, to other warehouse keepers or to depositors.

In the case of inventory differences concerning stored goods of the same principal, the forwarder may, in cases of a simultaneous shortage and surplus, carry out a value balance of the stock.

If the forwarder has justified doubts as to whether its claims against the principal are secured by the value of the stored goods, it is entitled to set the principal a reasonable period within which it must secure the forwarder's claims in another manner. If the principal does not comply with the forwarder's request within the set period, the forwarder is entitled to withdraw from the storage contract.

In other matters, the provisions of the Commercial Code (Contract of storage, Sections 527 to 535 of the CC) apply to the relationship between the forwarder as warehouse keeper and the principal as depositor.

Invoicing and method of payment

The basis for settlement of the forwarder's monetary claims is the forwarder's invoice issued to the principal, which is payable within 15 days from the date of its issue, unless otherwise agreed in the forwarding contract.

The principal is obliged to pay the invoice to the forwarder's account at the bank stated in the invoice or in the forwarding contract. The principal's obligation is deemed fulfilled upon crediting of the invoiced amount to the relevant bank account of the forwarder.

If the principal falls into default in performing its monetary obligation, it is obliged to pay the forwarder, for each day of delay, a contractual penalty of EUR 25 excluding VAT. At the same time, where a second or further reminder to pay is issued, such a reminder shall be invoiced at EUR 50 excluding VAT.

Securing of contractual obligations

Contractual penalty – the parties may agree in the forwarding contract, in order to secure contractual obligations, a contractual penalty which constitutes liquidated damages. The entitlement to payment of the contractual penalty arises upon breach of the contractual obligation which it secures, irrespective of whether damage has arisen to the entitled party or not. An agreement on a contractual penalty requires written form, the specification of the secured obligation and the amount of the penalty. Where the penalty is stated in the GFC, the formation of the forwarding contract constitutes agreement to and consent with such a penalty.

Right of retention – to secure all its claims against the principal, the forwarder has a right of retention over the consignment for as long as the consignment is with the forwarder. The right of retention is exercised by self-help retention of the goods. The forwarder is obliged to notify the principal of the retention of the goods without undue delay, at the latest within three days. The forwarder must take care of the retained consignment and protect it from damage, destruction or loss. The principal is obliged to reimburse the costs of the care and protection of the consignment. The goods may be used only with the debtor's consent.

Final provisions and validity of the GFC

Place of performance – for the proper fulfilment of the obligations of the parties to the forwarding contract, it is required that the obligation be fulfilled at the place of the forwarder's registered office or at the place of its establishment to which the order or the forwarding order was addressed, unless it follows from the nature of the obligation that it may or must be fulfilled at another place.

Withdrawal from the contract – withdrawal from the forwarding contract is possible only in the cases laid down by the forwarding contract, these GFC, the Commercial Code or a generally binding legal regulation.

A forwarding contract in domestic forwarding is always governed by Slovak law.

A forwarding contract in international forwarding is governed by Slovak law unless the parties to that contract expressly choose the law of another state.

These General Forwarding Conditions are based on the General Forwarding Conditions of the Association of Logistics and Forwarding of the Slovak Republic and take effect on 23 August 2019.

These GFC are available in written form at the employer's registered office and also on the website www.glst.eu in the documents section. They may also be sent to an applicant on the basis of a written request.

The GFC remain valid even if any part of them were to be invalid. The remaining parts of the GFC remain in force.

Changes to the GFC may be made only in written form as amendments, after approval by the managing director of GLST s.r.o.

In Michalovce, 20 August 2026

Kristína Delejová, Managing Director

GLST s.r.o.

Informative translation. The conditions are issued in Slovak and the Slovak wording prevails in the event of any discrepancy.