

## **Rules of Complaint**

of the joint-stock company Express Slovakia „Medzinárodná preprava, a.s.“  
with its registered officer at Plynárenská 7/B, 821 09 Bratislava 2,  
registered in the Trade Register of the District Court Bratislava I., Section: Sa, File No.  
2535/B

valid from 1 December 2006.

### **Article 1: General Provisions**

The claimant must lodge his complaint in writing by its sending to the registered office of the company, or by e-mail. The company keeps file of all complaints at the Advertisement, Complaints and Statistics Department.

Through the Advertisement, Complaints and Statistics Department, the company will confirm in writing the receipt of a complaint, contents of the complaint and its solution to the claimant.

The company will issue the above confirmation to the claimant by means of the Advertisement, Complaints and Statistics Department at receiving a complaint, even if the company does not meet requirements of the claimant in full extent.

A complaint may be lodged only after the settlement of forwarder's invoice for rendered services.

For the purpose of this Rules of Complaint, the term *complaint* means the exercise of the claimant rights with regard to the forwarder's liability for defects of services rendered by the forwarder to the claimant on the basis of and in connection with contracts, namely within time periods and in a manner specified in this Rules of Complaint. Further, the *claimant* is identical with the principal (client), i.e. a person (legal entity or natural person), who ordered a transport with the forwarder, or who ordered other auxiliary services related to the transport, and for this purpose the claimant concluded a Forwarding Agency Contract with the forwarder; as regards other auxiliary services, the claimant concluded relevant other contracts with the forwarder. The forwarder: Express Slovakia, Medzinárodná preprava, a.s., the *principal* is identical with the client and the *supplier* is identical with the carrier.

### **Article 2: Formalities of a Complaint**

The claimant is obliged to specify exactly, clearly, correctly and accurately the complained facts in his complaint, and is obliged to prove his statements by reliable proofs, namely by submitting legally relevant documents which the claimant is obliged to procure at his own cost. The claimant is further obliged to state rights which the claimant claims from the company and which the claimant is not entitled to change later without the prior consent of the company.

Every complaint must contain:

- identification data of the claimant, exact postal address to which the claimant requires the forwarder to send the notice on the settlement of a complaint, the name of his financial institution and his account number;
- the subject of complaint;
- brief justification of claimed rights;
- a list of documents attached to a complaint plus photocopies of the relevant documents;
- date;
- signature and stamp of the claimant (except for electronic documents).

The claimant is obliged to provide the company maximum co-operation which is necessary for clarification of claimed facts. If the company challenge the claimant in writing to complete documentation relating to the complaint, the claimant is obliged to deliver the requested documents or to submit information by registered letter within 15 days from the day of delivery of such a request. If the claimant fail to observe the above time period, this may result in discontinuance of the complaint proceeding.

The claimant is entitled to apply his complaints without undue delay, maximum within 30 days from the day on which the situation which initiated the lodging of complaint had arisen.

If the claimant fails to reproach the forwarder for discovered facts within the stipulated time period, the right of the claimant to file a claim with the forwarder shall extinct.

In principle, the forwarder shall bear responsibility for damages arisen during the fulfilment of a Forwarding Agency Contract if the damages were caused by the forwarder himself. If a damage was caused by a third person, namely by any supplier, warehouse-keeper, intermediary forwarder or by other entity participating in the transport, the forwarder shall not bear any responsibility for damages. In such a case, the forwarder exercises rights towards such a person – the principal, on the basis of a special agreement in his name and at his account. The forwarder bears no responsibility for the carrier.

### **Article 3: Terms**

The forwarder shall rectify the situation without undue delay, at the latest:

- within 30 days from the day of receipt of a complaint, in case of:
  - formal errors;
  - unjustified invoicing (not carried out transport, duplicity);
  - errors regarding agreed on prices;
  - incorrect VAT regimen.

The above period shall be extended by other 30 days in case of a complaint which can be solved not until a complaint with the supplier is lodged.

- within 200 days in case of complaints regarding decreased quantity of goods, damages to goods and non-observance of the delivery period. Any settlement of such a complaint must be based on a special agreement.

The forwarder shall familiarise the claimant in writing with results regarding his solving of a complaint and his final decision, within the above time period. If the last day of the above period is identical with public holiday, the above term shall be deemed to be observed if the relevant notice regarding the solution of the complaint has been sent on the following working day by post or by mail.

### **Article 4: Invalidity and Refusal of Complaint in Case of Damage to Goods or other Damages**

A complaint may not be lodged, if:

- a/** the authorised person failed to settle invoices in favour of the forwarder;
- b/** the principal failed to provide correct and complete data regarding the contents of the consignment, or about any other facts necessary for the conclusion of a transport contract;
- c/** the principal failed to give correct and complete instruction (in writing) on time, or failed to give any instructions, namely despite the fact that the forwarder reported the principal a damage which threatened his consignment or which had arisen, immediately after the forwarder became aware of the particular damage;
- d/** the principal failed to notify the Forwarder on time about regulations governed by public law (import and export licences, customs regulations etc.).

The forwarder shall be entitled not to solve any complaint in the following cases: if the complaint

- was lodged by an unauthorised person;
- was not lodged on time and in accordance with these Rules of Complaint;
- a court proceeding or arbitral proceeding was commenced in the particular matter, or if the matter was legally decided by relevant bodies.

The forwarder shall inform the claimant about rejection of his complaint for above reasons in writing, sent to the address of the claimant as stated in the claimant's written complaint, by means of the Advertisement, Complaints and Statistics Department.

If the claimant disagrees with the resolution, the claimant is entitled to prove his claims before the relevant court.

### **Article 5: Final Provisions**

The Rules of Complaint are published at [www.express-mp.sk](http://www.express-mp.sk). The Rules of Complaint is at disposal in the registered office of the company. The client will receive a valid copy of the Rules of Complaint at request from the Quality Manager (contact + 421 2 582 582 02 ).

Bratislava, 1.12.2006

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Ing. Alexej Beljajev  
Vice-Chairman of the Board of Directors

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Ing. Kamil Bernáth,  
Chairman of the Board of Directors