

## GENERAL TERMS AND CONDITIONS OF TRADE AND TRANSPORT FOR THE PROVISION OF TRANSPORT BY LORENC LOGISTIC, S.R.O.

### 1. DEFINITION

1.1. In these Conditions (as defined below) and in the Contracts (as defined below) to which the Supplier is a party, the following terms shall have the meanings set out in this clause 1.1 below, unless otherwise expressly stated in the Contract:

<b>"Price."</b>	means the total price for the Carriage and/or the provision of the Forwarding Service under the Contract, including the Carriage Fee, the Remuneration, if any, as well as fees, duties and any other related expenses borne by the Customer;
<b>"Price offer"</b>	means the completed model form set out in Annex 1 to these Conditions by the Supplier on the basis of the Order made by the Customer; the Price Offer is an offer to conclude the Contract by the Supplier within the meaning of Section 1731 of the Civil Code;
<b>"ADR Agreement"</b>	means the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) of 1957, in the current version binding on the Czech Republic;
<b>"Transport"</b>	means national and/or international road freight transport by road;
<b>"Supplier"</b>	means the company Lorenc Logistic, s.r.o., ID No. 648 32 660, with its registered office at Klatovy IV, Za Tratí 752, Postal Code 33901, registered in the Commercial Register maintained by the Regional Court in Pilsen, file No. C 7427, whether it acts as a Carrier or a Forwarder in the performance of the Contract;
<b>"Carrier"</b>	means the Supplier if it carries out the Transportation of the Shipment in the performance of the Contract;
<b>"Invoice."</b>	means a tax document complying with the relevant tax and accounting legislation of the Czech Republic;
<b>"Shipment Value"</b>	means the normal price of the Shipment determined for the purposes of the execution of the Lien on the basis of an expert opinion prepared by an expert selected by the Customer from among the experts registered in the list of experts, expert offices and expert institutes administered by the Ministry of Justice;
<b>"Waybill"</b>	means a consignment note within the meaning of Article 6 of the CMR Convention;
<b>"Sender"</b>	means the Customer, if it acts as a sender within the meaning of § 2555 CC in the performance of the Contract;
<b>"Order"</b>	means the Customer's enquiry delivered to the Supplier by which the Customer requests the provision of a specifically specified Transportation and/or Forwarding Service and which contains all the minimum requirements pursuant to paragraph 3.5 of these Conditions;

<b>"Subscriber"</b>	means an entrepreneurial natural or legal person who enters into a Contract with the Supplier as an entrepreneur within the meaning of Section 420 of the Civil Code (as defined below), whether acting as a Sender or a Principal in the performance of the Contract;
<b>"Reward"</b>	means the Supplier's remuneration for the provision of the Forwarding Service under the Contract; the Remuneration does not include any other expenses necessary for the provision of the Forwarding Service (e.g. freight, other expenses of the Contract Carrier, fuel surcharge, customs fees, etc.), which shall be borne in full by the Customer, unless otherwise expressly agreed in the Contract;
<b>"OZ"</b>	means Act No. 89/2012 Coll., the Civil Code, as amended;
<b>" Terms and conditions of ČESMAD BOHEMIA "</b>	means the General Conditions of Carriage of the Association of Motor Carriers ČESMAD BOHEMIA , z.s., ID No. 457 71 570, with registered office at Nad sokolovnou 117/1, Podolí, 147 00 Prague, registered in the Federal Register maintained by the Municipal Court in Prague, file No. L 3988, as available online at of this association ( <a href="http://www.cesmad.info">www.cesmad.info</a> ) ;
<b>"SSL Terms and Conditions"</b>	means the General Forwarding Terms and Conditions of the Forwarding and Logistics Association of the Czech Republic, z.s., 481 32 951, with registered office at Prvního pluku 621/8a, Karlín, 186 00 Prague 8, registered in the Federal Register maintained by the Municipal Court in Prague, registration number L 2250, as available online on the website of this association ( <a href="http://www.svazspedice.cz">www.svazspedice.cz</a> );
<b>"Terms and Conditions" or "T&amp;Cs"</b>	means these General Terms and Conditions of Business and Transportation for the provision of transport by Lorenc Logistic, s.r.o.;
<b>"Transportation"</b>	means the transportation of the Shipment from the place of dispatch to the place of destination for consideration by the Supplier on its own behalf and for its own account under the Contract by means of Transportation;
<b>"Shipping"</b>	shall mean the Supplier's remuneration for the performance of the Transportation under the Contract; the Transportation Fee does not include any other expenses related to the Transportation which are necessary for the performance of the Transportation (e.g. fuel surcharge, customs fees, etc.), which shall be paid in full by the Customer, unless otherwise expressly agreed in the Contract;
<b>"Principal"</b>	means the Customer, if it acts as a principal within the meaning of Section 2471 of the Civil Code in the performance of the Contract;
<b>"Framework Agreement"</b>	means the Framework Contract concluded between the Supplier as the entity performing the Transportation and/or providing the Forwarding Services and the Customer as the Customer of the subject Transportation or Forwarding Services, the subject of which is the framework regulation of the Parties' mutual rights and obligations arising from the provision of Transportation and/or Forwarding Services, on the basis of individual (partial) Contracts;

<b>"Contract"</b>	means each individual Contract of Carriage and/or Forwarding Contract;
<b>"Contract of carriage"</b>	means a contract of carriage pursuant to Sections 2555 et seq. of the Civil Code concluded between the Customer and the Supplier, either on the basis of a Framework Agreement (by accepting the Customer's Order) and/or on the basis of accepting a Price Quotation, whereby the Supplier, as the Carrier, undertakes to carry out the Carriage of the Shipment on its own behalf and for its own account and the Customer, as the Sender, undertakes to pay the agreed Price to the Supplier for the Carriage;
<b>"Contract Carrier"</b>	means an entrepreneurial natural or legal person authorized to operate Transportation fulfilling all the conditions set out in the Contract, with whom the Supplier has concluded a contract for the transportation of the Shipment in the context of performing Transportation and/or providing Forwarding Services;
<b>"Cancellation."</b>	means cancellation of the Contract and/or Order, whether or not it has been delivered and confirmed by the Supplier;
<b>"Parties"</b>	means the Supplier and the Customer together;
<b>"CMR Convention"</b>	means the 1956 Convention on the Contract of Carriage for International Carriage of Goods by Road (CMR), as currently binding on the Czech Republic;
<b>"Sender"</b>	means the Supplier, if it acts as a freight forwarder within the meaning of § 2471 CC in the performance of the Contract;
<b>"Forwarding Agreement"</b>	means a Forwarding Contract pursuant to Sections 2471 et seq. of the CC concluded between the Customer and the Supplier, either on the basis of a Framework Contract (by accepting the Customer's Order) and/or on the basis of acceptance of a Price Offer, whereby the Supplier as Forwarder undertakes to provide the Forwarding Service to the Customer on its own behalf and on behalf of the Customer and the Customer as Principal undertakes to pay the agreed Price to the Supplier for this;
<b>"Forwarding service"</b>	means the Supplier's provision for consideration of the carriage of a Shipment from a particular place to another particular place, or the provision or performance of acts in connection with the carriage, for the Customer under the Contract, on the Supplier's own behalf and for the Customer's account;
<b>"Shipment"</b>	means the item(s) to be taken over by the Supplier under the Contract for Carriage and/or the provision of the Forwarding Service;
<b>"Lien"</b>	means the Supplier's lien on the Shipment pursuant to paragraph 8.1. and/or 8.2. of the GTC.

1.2. The following rules shall govern the interpretation of these GTC:

- 1.2.1. References to "Articles" shall be construed as references to the relevant Articles of these GTC.
- 1.2.2. References to "legislation" or "relevant legislation" shall be construed as references to laws, government regulations, ministerial decrees or other generally binding normative legal acts.

- 1.2.3. References to "days" are references to calendar days.
- 1.2.4. The terms "include" or "including" in these GTC mean "in particular, but not exclusively" (whether or not such wording is expressly stated) and shall not be construed as limiting the options solely to the items listed.
- 1.2.5. Terms defined in these GTC in the plural have the same meaning in the singular and vice versa.
- 1.2.6. The headings are used in these GTC only for clarity and better orientation and do not affect the interpretation of these Terms and Conditions.
- 1.3. Both Parties declare that they are entrepreneurs within the meaning of Section 420(1) of the Civil Code and conclude the Contract between them in the course of their business activities.

## **2. INTRODUCTORY PROVISIONS**

- 2.1. These GTC govern the legal relations between the Supplier and the Customer based on the Contract (whether a sub-contract concluded under the Framework Contract or on the basis of acceptance of the Price Offer) and/or the Framework Contract, of which they are an integral part. These GTC contain, inter alia, terms and conditions governing:
  - (i) the performance by the Supplier of the Transportation of Shipments for the Customer under the Transportation Contract; and
  - (ii) the provision of Forwarding Services by the Supplier to the Customer under the Forwarding Contract.

Any deviating provisions of the Contract and/or the Framework Agreement shall prevail over the wording of these GTC.

- 2.2. The Terms and Conditions of ČESMAD BOHEMIA in their entirety form part of the content of each Contract of Carriage in accordance with § 1751 (3) CC. The rights and obligations of the Parties in connection with the performance of the Carriage shall be governed by the Contract of Carriage, these GTC and the Terms and Conditions of ČESMAD BOHEMIA in full. Deviating provisions in the Contract of Carriage and/or the Conditions shall prevail over the wording of the Terms and Conditions of ČESMAD BOHEMIA.
- 2.3. The SSL Terms and Conditions form part of the content of each Forwarding Agreement in full in accordance with Section 1751(3) CC. The rights and obligations of the Parties in connection with the provision of Forwarding Services are governed by the Forwarding Agreement, these GTC and the SSL Terms and Conditions in their entirety. Divergent provisions in the Forwarding Agreement and/or the Terms and Conditions shall prevail over the wording of the SSL Terms and Conditions.
- 2.4. For the purposes of the performance of the Contract, the Parties expressly agree that any commercial practices relating to the performance of the Contract shall not prevail over the Contract, the provisions of these GTC, the Terms and Conditions of ČESMAD BOHEMIA, the SSL Terms and Conditions or the provisions of law.
- 2.5. In accordance with the provisions of Section 9a of Act No. 111/1994 Coll., on Road Transport, as amended, the CMR Convention applies to domestic road freight transport to the extent specified therein. According to Article 40 of the CMR Convention, its provisions, with the exception of Articles 37 and 38 of the CMR Convention, are mandatory and cannot be derogated from.

## **3. CONTRACTING, CANCELLATION**

- 3.1. The Framework Contract is always concluded in writing, by the handwritten signatures of the Parties' authorised representatives on the paper copy of the Framework Contract. Any oral agreement of the Parties shall not constitute the conclusion of the Framework Agreement without more.

- 3.2. These GTC form an integral part of each concluded Contract (whether a sub-contract concluded under the Framework Contract or on the basis of acceptance of the Price Offer) as well as the Framework Contract. These GTCs are available at the Sales Department, the Dispatching Department and the Supplier's website and are also attached by the Supplier to each Quotation and to each Framework Contract as an annex. The Subscriber indicates its acceptance of these GTC, the Terms and Conditions of ČESMAD BOHEMIA or the SSL Terms and Conditions by accepting the Price Offer or signing the Framework Contract. By agreeing to the GTC, the Terms and Conditions of ČESMAD BOHEMIA or the SSL Conditions, as the case may be, the Subscriber confirms that he/she has carefully read the GTC, the Terms and Conditions of ČESMAD BOHEMIA or the SSL Conditions, as the case may be, before concluding the Contract and/or the Framework Contract, understands their contents and expressly accepts all their provisions.
- 3.3. The contract can be concluded:
- a) the handwritten signatures of the Parties' authorised representatives on the instrument of the Contract, the signatures of the Parties not being required on the same instrument; or
  - b) written acceptance of the Price Offer by the Customer, whereby delivery by electronic mail is in written form of acceptance. A response by the Subscriber with an amendment or variation, even if it does not materially change the terms of the Price Offer, is not an acceptance of the Price Offer; or
  - c) in the case of (partial) Contracts concluded on the basis of a Framework Contract, by written acceptance of the Customer's Order by the Supplier, whereby delivery by electronic mail is in the written form of acceptance.
- 3.4. The Parties acknowledge that in the context of concluding the Contract on the basis of acceptance of the Order and/or the Price Offer, as well as in the actual performance of the Contract, the Parties' communication by electronic mail shall be deemed to be in writing, in particular with a view to ensuring the smooth performance of the Parties' obligations under the Contract. Any communication between the Parties concerning the performance of the Contract in a form other than in writing, or electronically via email, between the Parties' authorised representatives, must be confirmed in this way promptly, within 30 minutes at the latest, unless otherwise stated in these GTC. Failure to comply with the prescribed form shall result in the invalidity of the agreement in this case.
- 3.5. Within the Order, the Customer is obliged to provide the Supplier with at least the following information:
- a) identification of the Customer (company/business name, registration number, registered office, VAT number if assigned, billing address if different from the registered office address, responsible person for communication on behalf of the Customer),
  - b) the specification of the ordered service, i.e. whether he/she requests Transportation and/or Forwarding Service from the Supplier;
  - c) date and address of loading, time of loading if required,
  - d) the date and address of unloading, the time of unloading, if required,
  - e) identification of the recipient of the Shipment, including the telephone number of the person responsible for the Shipment,
  - f) Specification of the Shipment (nature, hazardousness of the Shipment, packaging), including dimensions, weight and other relevant information (quantity, number of pieces if the Shipment consists of more than one piece, generally accepted marking for hazardous shipments, etc.),
  - g) instructions required for customs and other official acts,
  - h) the value of the Shipment, if it is a valuable Shipment, the price of the Shipment in excess of the assessed value under Article 24 of the CMR Convention, or the amount of special interest under Article 26 of the CMR Convention
  - i) Specific requirements for Transport (required temperature, vehicle type, etc.), if any,

- j) specific requirements or instructions for the Forwarding Service, if any.
- 3.6. Upon receipt of the Order, the Supplier shall evaluate the ordered service and recheck the completeness of the data provided by the Customer in the Order, or request their completion. If the requested service is possible and:
- a) If the Customer has concluded a Framework Contract, the Supplier is entitled to send the Customer an Order acceptance (confirmation) by email within 1 day of receipt of the Order. Upon delivery of the Order acceptance to the Customer, the Contract is concluded;
  - b) If the Customer does not have a Framework Contract, the Supplier is entitled to send the Customer a Price Quotation within 1 day of receipt of the Order, indicating the Price. The Customer is obliged to check the accuracy and completeness of all the data provided in the Price Quotation, provided that if the data is correct, complete and the Customer agrees to the Price, the Customer accepts the Price Quotation by email message within 1 day of its receipt, but not later than 24 hours before the loading date specified in the Price Quotation. Delivery of the acceptance of the Price Offer to the Supplier shall constitute the conclusion of the Contract.

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- 3.7. The Customer may cancel in writing the Transport Order delivered to the Supplier and/or the Transport Contract under the following conditions. If the Cancellation is delivered by the Customer to the Supplier at least 24 hours in advance of the scheduled start of loading, the Purchase Order and/or the Contract of Carriage shall be cancelled without further notice. In all other cases where the Customer delivers a written Cancellation to the Supplier later, the Customer shall be liable for a cancellation fee as follows:
- a) if the Cancellation is received by the Supplier at least 12 hours in advance of the scheduled start of loading, the Customer shall pay the Supplier a cancellation fee of 70% of the Price, and
  - b) if the Cancellation is received less than 12 hours in advance of the scheduled start of loading, the Customer shall pay the Supplier a cancellation fee of 100% of the Price.
- 3.8. In the event that the Customer fails to enable or in any way thwarts the loading within the agreed time of commencement of the loading, the Customer shall not be entitled to any financial compensation or any other compensation in relation to the Supplier. In such event, the Supplier shall be entitled to be paid 100% of the Price by the Purchaser and such action by the Purchaser shall be treated as a Cancellation.
- 3.9. The Subscriber may cancel the Forwarding Service Order and/or Forwarding Agreement in writing under the following conditions. If the Customer delivers the Cancellation to the Supplier before the Supplier commences the provision of the Forwarding Service, the Forwarding Order and/or Forwarding Contract shall be cancelled without further notice. In other cases where the Customer delivers a written Cancellation to the Supplier at a later date, the Customer shall pay the Supplier a cancellation fee of 100% of the Price.
- 3.10. In the event of a valid Cancellation of the Contract, the Supplier is obliged to return to the Customer all the benefits received from the Customer (after deduction of the cancellation fee or other benefits under the Contract, if the total amount of benefits paid by the Customer has not already been exhausted) within fourteen (14) days of receipt of the Cancellation. In the event that the performance received from the Customer is insufficient to cover the Cancellation Fee or other performance under the Contract, the Customer shall pay the Cancellation Fee, or the balance thereof, without undue delay after receipt of the Supplier's notice, to the Supplier's bank account specified in the notice.
- 3.11. The specific amount of the cancellation fee is always determined by the Price excluding VAT. Unless otherwise agreed between the Parties, the cancellation fee is payable on the date specified in the invoice sent by the Supplier.

- 3.12. Early termination of the Contract shall not affect the validity of the Supplier's right to payment of cancellation fees, contractual penalties, damages and other provisions, if any, which by their nature are intended to survive termination of the Contract.
- 3.13. In the event of a partial cancellation of the Contract, the amount of the cancellation fee will be calculated pro rata from the Price to the extent of the cancellation in question.
- 3.14. Delivery of a Cancellation after the commencement of loading or after the commencement of Carriage shall constitute a disposition of the Shipment by the Customer and the Customer shall pay to the Supplier, in addition to the Price, any additional costs incurred by the Supplier as a result of such disposition. The Customer shall not be entitled to withdraw from the Contract after the commencement of Loading except in accordance with clause 14.8 of these Conditions.

#### 4. MESSAGES

- 4.1. The Supplier will not accept for Carriage and/or provision of Forwarding Services the following consignments which contain items excluded from carriage:
  - a) Objects and substances endangering human life or health, such as weapons, narcotics and psychotropic substances,
  - b) medical supplies (blood samples and derivatives),
  - c) living animals, human and animal remains,
  - d) other objects and substances which, due to their nature, require special adaptation of the vehicle or special transport conditions according to the applicable regulations, such as bulk substrates,
  - e) Explosive and radioactive substances subject to ADR Class 1 and 7,
  - f) any other items and substances, provided that the Customer is notified prior to the conclusion of the Contract.
- 4.2. The Supplier may, by prior agreement, accept dangerous goods subject to the ADR Agreement for Transport and/or the provision of the Forwarding Service [except in accordance with paragraph 4.1. letter e) of the GTC], provided that the conditions resulting therefrom are complied with. In such case, the Customer shall provide the Supplier in advance with the UN number, the official name, including class and packaging group (if specified), the construction type of the packaging and the quantity/number of items, including, in the case of hazardous waste, the number and code of the waste as listed, and shall hand over all necessary and duly completed documents and a labelled Consignment.
- 4.3. In the event of a reasonable suspicion that the Shipment contains an item excluded from carriage pursuant to paragraph 4.1 of these Conditions or a dangerous item without complying with the ADR Agreement, or if the packaging of the Shipment is damaged, or if the contents of the Shipment are leaking or damaged, the Supplier and/or the Contract Carrier shall be entitled to open the Shipment to ascertain the condition of the Shipment and subsequently reseal it. If the Supplier and/or the Contract Carrier determines that the condition of the Shipment makes the Carriage and/or the provision of the Forwarding Service compromised or impossible, it shall inform the Customer accordingly. At the same time, the Supplier and/or the Contract Carrier shall be entitled to take the necessary measures to avoid or minimise damage. The costs of taking such measures as well as any compensation for damages shall be borne by the Customer.
- 4.4. The Supplier shall be entitled to arrange for the disposal of the Shipment by agreement with the Customer or if the Supplier finds that the Shipment is, or becomes after receipt, hazardous to the health of persons. The Customer shall pay the Supplier the full cost of disposal of the Shipment and shall indemnify the Supplier or any third party against any damage caused to the Supplier or any third party in connection with the disposal of the Shipment.

## 5. GENERAL OBLIGATIONS OF THE CUSTOMER

- 5.1. The Customer is obliged to provide the Supplier with all documents, information, instructions and cooperation necessary for the proper and timely performance of the Transport and/or provision of the Forwarding Service under the Contract and to pay the Supplier the agreed Price in due and timely manner. The Purchaser shall also ensure that the recipient of the Shipment cooperates with the acceptance of the Shipment and any other actions necessary to complete the Transportation and/or the performance of the Forwarding Service.
- 5.2. In the event of a breach of the Customer's obligation to provide the Supplier with all necessary documents, information, instructions and cooperation in a proper and timely manner pursuant to paragraph 5.1 of the GTC above, the Customer shall be obliged to pay the Supplier a contractual penalty of CZK 10,000 (in words: ten thousand Czech crowns) for each individual breach of this obligation. The contractual penalty shall be payable within 14 days from the date of delivery of a written demand for its payment to the Customer. Payment of the contractual penalty shall not affect the Supplier's right to compensation for damages in full.
- 5.3. The Customer shall indemnify the Supplier against all damages and costs incurred by the Supplier in connection with the delivery for Transport and/or provision of Forwarding Services of a Shipment that does not comply with or breaches the requirements of the Contract (including these Conditions).

## 6. PREPARATION

- 6.1. The provisions of this Article 6. GTC shall apply to Transportation, i.e. cases when the Supplier, on its own behalf and for its own account, carries the Shipment from the place of dispatch to the place of destination for consideration by means of Transportation.
- 6.2. The Supplier is obliged to carry out the Transport with professional care, properly and on time, and to follow the instructions of the Customer or any other person authorised to dispose of the Shipment. The Supplier shall be entitled to perform the Carriage itself and/or to arrange for its performance in whole or in part using other Contract Carriers, unless the Parties agree otherwise in the Contract. Unless otherwise agreed in the Contract, the choice and change of the route of the Carriage shall be the sole responsibility of the Supplier.
- 6.3. For the purposes of the Transport, the Supplier has professional liability insurance with a limit of indemnity of CZK 8.000.000,- (in words: eight million Czech crowns) per insured event and will maintain this insurance in force for the duration of the Transport.
- 6.4. The Supplier is obliged to use normal parking lots for parking the vehicle during the Transport, especially parking lots at gas stations or parking lots with lighting. If the Customer requires other parking areas, the Customer shall provide the Supplier with a list of parking areas with a reservation for parking of the subject vehicle during the Carriage, at the latest at the time of loading, with any costs associated with parking the vehicle in these areas being borne by the Customer. If parking complications arise during the course of the Shipment, the Supplier shall park in an available parking area so as to protect the Shipment to the maximum extent possible. The Customer acknowledges that vehicle security during the course of the Transportation is not provided or included in the Transportation Price. The Supplier may provide vehicle security retrospectively, if not already required under the Order, upon written request by the Customer delivered to the Supplier after the conclusion of the Contract. The Parties shall confirm the additional provision of vehicle security, including the agreed terms and conditions, in writing. Any costs associated with this shall be borne solely by the Customer.

## LOADING, UNLOADING



- 6.5. The Customer is solely responsible for the proper and timely loading and unloading of the Shipment. Any participation of the Supplier's driver in the loading and/or unloading of the Shipment shall be possible only by prior agreement of the Parties and always in the name and on behalf of the Purchaser, according to the Purchaser's express instructions, and shall not affect the Supplier's liability.
- 6.6. The Customer is obliged to fill in the Bill of Lading properly and completely. The Customer shall be solely responsible for any incorrect, erroneous or incomplete completion of the Bill of Lading.
- 6.7. The Customer is obliged to provide the Supplier with all the information about the Shipment necessary for the proper performance of the Transportation, otherwise the Customer is liable for damages. If the Consignment includes damaged or used items, the Customer shall inform the Supplier in advance and ensure that such items are sufficiently secured and that their condition at the time of loading and unloading is documented. Otherwise, the Customer waives its claim for damages for any damage to such item during the Carriage.
- 6.8. The Supplier is obliged to check the placement of the Shipment solely from the point of view of road safety. The Customer shall always inspect the Shipment for its nature and characteristics to ensure that the Shipment is not damaged by normal risks of transport.
- 6.9. The Purchaser instructs the Supplier to accept the Shipment for Carriage even in an uninspected condition if the Supplier is unable to inspect the Shipment due to the Purchaser's actions. The Customer agrees to indemnify the Supplier for all costs, expenses and damages incurred by the Supplier as a result of the Supplier's inability to inspect the condition of the securing and stowage of the Shipment during loading and unloading.

#### **TERMINATION OF TRANSPORT**

- 6.10. The carriage is duly completed when the Shipment is handed over to the recipient designated by the Customer, or when the Shipment is ready for acceptance by the recipient designated by the Customer at the destination, or when the Shipment is not accepted at the destination by the Customer or the recipient designated by the Customer. Unless otherwise expressly agreed in the Contract, the agreed period for completion of the Carriage, i.e. the Delivery Period, is 30 days from the date of loading.
- 6.11. If the Consignee fails to accept the Shipment, even in part, and unless the Parties agree otherwise, the Customer shall pay the Supplier the Transportation Price including all expenses in full and for the replacement transportation of the Shipment and the services provided as an alternative solution (e.g. return transportation with pickup at the original loading point.)

#### **CARRIER'S LIABILITY**

- 6.12. The Supplier shall be liable for total or partial loss of the Shipment or for damage to the Shipment from the time of acceptance of the Shipment for Carriage until the time of its delivery, as well as for exceeding the delivery time exclusively under the conditions and up to the amount of the CMR Convention. The Supplier shall not be liable for the consequences arising from a breach of the obligations of the Customer (or any other person entitled to dispose of the Shipment) set out in Articles 5 and 6 of these GTC.

### **7. FREIGHT FORWARDING SERVICES**

- 7.1. The provisions of this Article 7. GTC shall apply to the provision of Forwarding Services, i.e. cases where the Supplier, on its own behalf and on behalf of the Customer, arranges for the Customer to transport the Shipment from a specific location to another specific location, or arranges or performs acts related to the transportation of the Shipment.
- 7.2. The Supplier is obliged to provide the Forwarding Service with professional care, properly and on time, in the interest of the Customer and to follow the instructions of the Customer. The Supplier may deviate from the Customer's instructions if it is in the Customer's interest and if it cannot obtain the Customer's timely consent.

- 7.3. The Customer is obliged to provide the Supplier with correct information about the contents of the Shipment and about all the facts necessary to conclude a contract for transportation of the Shipment with the Contract Carrier. The Supplier is obliged to insure the Shipment only if this has been agreed between the Parties.
- 7.4. Unless otherwise agreed by the Parties, the choice of the method and conditions of transportation of the Shipment or other Forwarding Service is up to the Supplier. The Supplier shall, at the written request of the Customer, disclose to the Customer the name / trade name of the Contract Carrier with whom it has contracted for the carriage of the Shipment. If the Supplier fails to disclose this information to the Customer even within 10 working days of receipt of the Customer's written request, the Supplier shall be deemed to be carrying out the carriage of the Shipment itself.
- 7.5. If the object of the Forwarding Service is to arrange for the transport of the Shipment, the Supplier is entitled to transport the Shipment himself, unless the Customer prohibits this no later than 24 hours before the agreed start of loading.
- 7.6. If the object of the Forwarding Service is to arrange for the transport of a Shipment, the Customer is obliged to provide the Supplier or the Contract Carriers with all the information and cooperation necessary to complete the Waybill. The Customer shall be liable for all costs and damages incurred as a result of any failure to provide assistance and/or inaccuracies or incompleteness of the information provided for the completion of the Waybill. The Purchaser shall furthermore reasonably comply with all obligations of the Purchaser towards the Supplier or the Contract Carrier, as the case may be, regarding the loading and unloading of the Shipment as set out in paragraphs 6.5 to 6.9 of these GTC.

#### **RESPONSIBILITY OF THE FREIGHT FORWARDER**

- 7.7. The Supplier shall not be liable for the performance of the transport of the Shipment, unless the transport of the Shipment, which according to the Forwarding Agreement should have been procured by the Supplier, has been performed by the Supplier.
- 7.8. The Supplier shall be liable for damages incurred by the Customer in the provision of the Forwarding Service due to a breach of the Supplier's obligations under the following conditions:
  - a) The Supplier shall only be liable for actual damages and not for any indirect damages, lost profits or consequential damages from late or otherwise defective delivery of the Shipment;
  - b) in the event of loss, destruction or damage to a Shipment during the procurement of transportation or to a Shipment accepted by the Supplier for transportation or for acts related to transportation, the Supplier's liability for damage shall be limited to 8.33 SDRs (eight point thirty-three Special Drawing Rights) per kg gross weight of the lost, destroyed or damaged Shipment;
  - c) the Supplier's total liability for failure to meet the delivery date of the Shipment, if agreed, is limited to the total amount of the Fee;
  - d) the Supplier's total liability for damages shall in any case be limited to 20,000 SDRs (twenty thousand Special Drawing Rights) per claim or multiple claims having the same cause of loss;
  - e) The Supplier shall be exempt from liability for damages if it proves that it was temporarily or permanently prevented from fulfilling the Contract by a force majeure event within the meaning of paragraph 14.8 of the GTC;
  - f) Furthermore, the Supplier shall be exempt from liability for damage if it proves that the damage has been caused:
    - (i) as a result of a breach of the Customer's obligation;
    - (ii) by the Customer, the recipient of the Shipment, or any other person authorized to dispose of the Shipment;

- (iii) defect or inherent nature of the contents of the Shipment, including normal wastage;
  - (iv) a defect in the packaging which the Supplier and/or the Contract Carrier has brought to the attention of the Customer on receipt of the Shipment; if the Supplier and/or the Contract Carrier has not brought the defect in the packaging to the attention of the Customer, the Supplier and/or the Contract Carrier shall nevertheless not be liable for damage to the Shipment resulting from such defect if the defect was not noticeable on receipt of the Shipment;
  - (v) incorrect or insufficient marking of the Shipment;
  - (vi) inappropriate instructions of the Customer, the inappropriateness of which has been brought to the attention of the Customer by the Supplier.
- 7.9. If the Supplier performs the Shipment Transportation itself and/or is deemed to perform the Shipment Transportation itself pursuant to Article 7.4 of these GTC, the Supplier shall be liable for liabilities and damages arising in connection with the actual performance of the Shipment Transportation as the Carrier in accordance with paragraph 6.12 of these GTC.

## **8. LIEN AND RIGHT OF RETENTION**

- 8.1. The Supplier shall have a statutory lien on each Shipment transported under the Contract of Carriage, for so long as it may dispose of it, to secure its claims against the Customer arising (i) from the Contract of Carriage under which the Shipment in respect of which the Supplier's lien is asserted was transported, (ii) all other Transport Contracts with the Customer up to the time of the Supplier's lien on the Shipment, (iii) all Framework Contracts with the Customer up to the time of the Supplier's lien on the Shipment.
- 8.2. To secure its claims under the Forwarding Contracts, the Supplier shall have a statutory lien against the Customer in respect of the Consignment for so long as the Consignment is in the Supplier's possession or in the possession of someone holding it on its behalf, or for so long as the Supplier has documents authorising it to dispose of the Consignment.
- 8.3. In exercising the Lien, the Supplier shall proceed in accordance with the provisions of § 1359 et seq. of the Civil Code. The Supplier is not obliged to sell the Consignment at public auction in accordance with § 1360 CC. The Supplier may, at its option, use the following to sell the Consignment, provided that this does not contradict mandatory provisions of law, in particular:
- a) direct (private) sale of a Shipment to a third party pursuant to paragraph 8.8 of the GTC; and/or
  - b) the sale of the Consignment in a public tender for the most advantageous offer in accordance with § 1772 et seq. of the CC; and/or
  - c) the sale of the Consignment by auction in accordance with section 1771 of the CC using the services of a certified auctioneer, provided that the sale of the Consignment must be published at least twice in a national daily newspaper at least 14 calendar days before the date of sale of the Consignment; and/or
  - d) sale of the Consignment in a voluntary auction in accordance with the provisions of § 17 et seq. of Act No. 26/2000 Coll., on Public Auctions, as amended; and/or
  - e) retaining the Shipment at a price corresponding to the Value of the Shipment as determined by an appraiser.

The Subscriber hereby expressly and irrevocably declares that it accepts the methods of exercising the Lien pursuant to this paragraph and undertakes to repeat its consent at any time if necessary.

- 8.4. The Supplier may not monetize the Shipment until thirty (30) days after the Supplier has notified the Customer of the commencement of the Lien. Supplier shall be entitled to exercise the Lien in whole or in part at its discretion and to change the manner of exercising the Lien and to repeat the exercise of the Lien at any time.

- 8.5. In the event of the exercise of the Lien in the manner set out in paragraph 8.3(a) to (d) of the GTC, the Supplier shall exercise professional care in selling the Consignment in its own interest and in the interest of the Customer so as to sell the Consignment at the price at which a comparable item can normally be sold in comparable circumstances at the place and time in question.
- 8.6. The Supplier is entitled to do everything necessary for the exercise of the Lien and the Customer is obliged to provide all necessary cooperation. In order to determine the Value of the Shipment, the Supplier is entitled to have the Shipment valued at the expense of the Purchaser by an expert registered in the list of experts, expert offices and expert institutes administered by the Ministry of Justice.
- 8.7. On the first attempt to monetize the Shipment by any of the methods set out in paragraph 8.3 (b) to (d) of the GTC, the Shipment must be monetized at a price equal to at least 80% of the Shipment Value as set out in the valuation by an expert. If the Shipment is not sold at a price equal to at least 80% of the Value of the Shipment as determined in the appraisal by the appraiser within 60 days of the commencement of the Lien, the Supplier shall be entitled to monetize the Shipment at a price less than 80% of the Value of the Shipment. In no event may the Shipment be monetized if the price offered for its sale is less than 45% of the Shipment Value. Other terms and conditions of the Best Value Tender or Voluntary Auction must be set by the Supplier to enable the sale of the Consignment at a price at which a comparable item can normally be sold in the relevant market, subject to the minimum price condition, unless the Supplier cannot be fairly required to do so. For the avoidance of doubt, for the purposes of the voluntary auction, the Supplier shall be entitled to sell the Consignment or part thereof and shall be the auctioneer for such purposes, who shall also enter into an auction contract with the auctioneer.
- 8.8. The direct (private) sale of a Consignment pursuant to paragraph 8.3(a) of the GTC shall be governed by the following rules, which the Parties expressly agree to and compliance with which by the Supplier shall be deemed to be the exercise of professional care and due diligence in the interests of the Parties so that the Consignment is sold at a price at which a comparable item can normally be sold in comparable circumstances at the place and time in question:
  - a) The Supplier shall offer the Consignment to at least two (2) prospective purchasers who may be expected to be interested in purchasing the Consignment, unless, in view of the nature of the Consignment, the Supplier cannot reasonably be required to comply with this condition;
  - b) The Purchaser agrees to promptly provide the Supplier, upon the Supplier's request, with all documents and information about the Consignment that the Supplier reasonably requires to enable the Supplier to provide them to prospective purchasers and to achieve the maximum price offered, provided, however, that the Purchaser agrees that if, in the Supplier's sole opinion, it fails to provide all such documents and/or information within a reasonable time, the Supplier shall be entitled to offer the Consignment to prospective purchasers on the basis of the documents and information that the Purchaser has demonstrably provided to the Supplier;
  - c) prospective purchasers of a Shipment will have a period of at least 3 days to make a binding offer to purchase the Shipment, including any period for studying information and documents relating to the Shipment;
  - d) the Supplier will not accept an offer to purchase the Shipment until after the expiration of the time period that must elapse under the CC between the notice of commencement of the lien and the monetization of the Shipment;
  - e) The Supplier will sell the Consignment without any warranties or representations as to the Consignment or as to any information given about it and excluding liability for defects in the Consignment, and the Bidders will have no recourse against the Supplier in respect of any of the foregoing; and

- f) The Supplier will not be obliged to consider bids that would expose it to any settlement risk or credit, tax, regulatory, commercial or other risk. In particular, the Supplier will be entitled to give preference, and to set the terms of the tender in such a way as to give preference (i) to tenders offering immediate payment in cash against delivery over tenders offering other than cash or other than immediate payment; (ii) bids structured to minimize the Supplier's tax burden over bids exposing the Supplier to tax costs or the risk of such costs; (iii) unconditional bids over bids subject to legal, regulatory, administrative, commercial or other conditions;
  - g) The Supplier is entitled to sell the Shipment to a bidder at a price higher than 80% of the Shipment Value. If the Consignment is not sold for a price higher than 80% of the Consignment Value within 6 months of the date of notification of the commencement of the exercise of the Lien to the Customer, the Supplier shall be entitled to sell the Consignment by direct sale only with the written consent of the Customer;
  - h) The Supplier is entitled to delegate the execution of the Lien by private sale (or certain actions in connection therewith) to a third party knowledgeable in the market in which assets of the same type as the Consignment are traded.
- 8.9. The Supplier shall be entitled to enter into a contract for the transfer of the Consignment (or part thereof) on behalf of and for the account of the Purchaser with the Purchaser designated in relation to the relevant form of enforcement of the Lien in accordance with the other provisions of Clause 8. GTC. The Supplier's right under the preceding sentence shall extend to all negotiations necessary to effect the sale of the Shipment or part thereof under the agreed form of sale. The obligation establishing the Supplier's right to conclude a contract for the transfer of the Consignment (or part thereof) and to sell the Consignment (or part thereof) on behalf of and for the account of the Customer is not an obligation under a commission contract pursuant to Section 2455 et seq. of the Civil Code and cannot be unilaterally terminated by the Customer.
- 8.10. The Supplier shall be entitled to satisfy itself by acquiring title to the Shipment at a price equal to the Value of the Shipment, based on the Supplier's written declaration delivered to the Customer that it retains the Shipment.
- 8.11. The total proceeds and monies received from the exercise of the Lien shall be applied to the payment of all debts owed by the Purchaser to the Supplier secured by the Lien under this Clause 8. GTC in the order of applicable law. Any proceeds remaining after satisfaction of all secured debts of the Customer to the Supplier shall be delivered to the Customer without undue delay.
- 8.12. The Supplier may, at its option, withhold a Shipment in its possession to secure a due or outstanding debt of the Customer. The Supplier shall proceed with the exercise of the right of retention in accordance with Section 1397 of the Civil Code, provided that the provisions of Paragraph 8.3 of these GTC shall apply mutatis mutandis with respect to the manner of exercise of the right of retention. The Supplier may exercise the right of retention both to secure payment of its receivables due from the Customer and outstanding receivables if there is a reasonable apprehension that they will not be paid by the Customer and the Customer has not provided adequate security at the Supplier's request.
- 8.13. If both rights (lien and retention) coincide, it is up to the Supplier which way to monetize the Shipment.

## **9. PRICE AND PAYMENT TERMS**

- 9.1. The Price shall be determined by agreement of the Parties, whereby the Price shall always include all related expenses (tolls, customs fees, fuel surcharges, etc.) in addition to the Transportation Fee or Reward itself, unless the Parties expressly agree otherwise.
- 9.2. The price will be increased by value added tax in accordance with the applicable legislation. The price will be specified in the Contract.

- 9.3. The right to payment of the Price arises for the Supplier at the moment of termination of the Carriage in accordance with paragraph 6.10. of the GTC. Failure to terminate the Carriage for any reason on the part of the Customer shall have no effect on the Price or the Supplier's entitlement to payment of the Price. The originally agreed Price shall not be reduced even in part. The Carriage Charge includes waiting time for loading, unloading and customs clearance, if any, of 1 hour each. For each additional hour beyond this duration, a charge of CZK 1.000,- / 1 hour will be made, unless otherwise expressly agreed in the Contract. The fee is payable together with the Price. The Supplier's right to full compensation for damages shall not be affected in any way by this fee.
- 9.4. The right to payment of the Price for the provision of the Forwarding Service arises for the Supplier at the moment of concluding the contract for the transport of the Shipment with the Contract Carrier. If the object of the Forwarding Service is only the procurement or performance of acts related to the carriage of the Shipment, the Supplier's right to payment of the Price shall arise upon the performance of such acts or the conclusion of a contract for the procurement of such acts with a third party. If the Supplier carries out the carriage of the Shipment itself, the Supplier shall be entitled to payment of the Carriage Fee in lieu of the Price.
- 9.5. If additional costs are incurred in the course of the Transportation and/or the provision of the Forwarding Service which are not included in the Price, the Price shall be increased by such costs, i.e. all additional costs shall always be for the account and benefit of the Customer, which the Customer understands and agrees. The Supplier undertakes to inform the Customer of such expenses without undue delay, but no later than within 1 day of their occurrence.
- 9.6. Once the Supplier has the right to payment of the Price, the Supplier shall issue an Invoice, which shall be delivered to the Customer by email, to which the Customer agrees.
- 9.7. The Customer agrees that the Supplier is entitled to issue Invoices including related credit notes/receipts in electronic form. Each Invoice so issued shall contain the particulars required by Act No. 235/2004 Coll., on Value Added Tax, as amended. The Supplier shall fulfil its obligation to issue and send the Invoice to the Customer by sending it to the Customer's email address specified in the Contract. The Parties agree that the Invoice is delivered on the date of its sending to the Customer's email address. Sending the Invoice by post at the request of the Customer shall be subject to a charge.
- 9.8. Payments for Transportation and/or Forwarding Services shall be made by the Customer on the basis of the invoice sent to the Supplier's account indicated on the Invoice. The due date for payment of the Price for the invoiced Transportation and/or Forwarding Services shall always be indicated on the Invoice and the due date shall commence from the date of the taxable performance of the relevant Invoice.
- 9.9. If the due date falls on a rest day, the due date shall be the day preceding that day. The Customer is obliged to indicate the variable symbol indicated on the Invoice when making payments. The date of payment shall be the date on which the funds are credited to the Supplier's account.
- 9.10. In the event of non-payment of the Invoice by the Customer by the due date, the Supplier shall have the right to immediately suspend the provision of Transport and/or Forwarding Services until all debts owed by the Customer to the Supplier have been settled. Such suspension of the provision of Transportation and/or Forwarding Services shall not constitute a breach of the Contract by the Supplier.
- 9.11. In case of delay in payment of the Price, the Supplier is entitled to demand from the Customer interest on late payment in the amount determined by the applicable legislation and the Customer is also obliged to pay the Supplier a contractual penalty of 0.1% of the amount due for each day of delay until full payment. The contractual penalty shall be payable within 14 days from the date of delivery of the written demand for payment to the Customer. Payment of the contractual penalty shall be without prejudice to the Supplier's right to compensation for damages in full.

## 10. COMPLAINTS

### TRANSPORT CLAIMS

- 10.1. Claims for Transportation must be made exclusively with the Supplier without undue delay, but no later than within the time limits set by the applicable legislation. The claim must be made in writing by email and/or registered letter to the Supplier.
- 10.2. Only the Customer and, in cases provided for by applicable law, the recipient of the Shipment are entitled to make a claim.
- 10.3. In particular, the following documents must be attached to the claim for Carriage:
  - a) A quotation and/or confirmed Order relating to the claimed Carriage;
  - b) Waybill;
  - c) a damage report or documents showing the extent and financial quantification of the damage to the Shipment;
  - d) in the event of partial loss or damage, proof of the gross weight of the missing or damaged Shipment;
  - e) photographic documentation of the damaged Shipment, including the date of acquisition, including the shipping packaging at loading and unloading.
- 10.4. If the Shipment is found to be damaged, the Customer shall ensure that the packaging of the Shipment is preserved. At the same time, the Customer shall allow the Supplier and a representative of the Supplier's insurance company to inspect the Shipment.
- 10.5. If the Customer does not submit the necessary materials proving the occurrence, extent and amount of damage, the Supplier will be requested to complete them within 5 days. During the period from the sending of the request for completion of the claim until the completion of the claim, the time limit for processing the claim shall not run. If the Customer fails to complete an incomplete claim within the aforementioned period of 5 days, the Supplier shall be entitled to reject the claim.
- 10.6. The Supplier is obliged to settle the complaint within 30 days from the date on which the complaint was delivered to him. The settlement of the complaint means the decision on the complaint and sending the decision to the Customer's email address.

### CLAIMS FOR FREIGHT FORWARDING SERVICES

- 10.7. Complaints about the Forwarding Service must be filed with the Supplier without undue delay, but no later than within 7 days from the date of delivery of the Shipment to the place designated by the Customer and/or performance of another Forwarding Service, otherwise the Customer loses the right to complain about the Forwarding Service. The complaint must be made in writing by email and/or registered letter delivered to the Supplier.
- 10.8. The complaint must contain information about the claimed Forwarding Service, the nature, extent and amount of the damage and documents proving these facts. If the claimed Freight Forwarding Service is for arranging the transportation of a Shipment, the claim must also be accompanied by a damage report or a record of the damage in the Bill of Lading and other documents showing the extent and financial quantification of the damage to the Shipment, including, but not limited to, photographic documentation of the damage to the Shipment containing the date of acquisition, including the shipping packaging at loading and unloading.
- 10.9. The Customer is exclusively entitled to complain about the Forwarding Service.
- 10.10. If the Shipment shows obvious damage upon delivery, the Customer is obliged to ensure that this fact, together with the specifics of the damage upon delivery, is recorded in the Bill of Lading or damage report drawn up with the driver of the Contract Carrier. Incompleteness of the Shipment shall also be considered as obvious damage. If the Shipment shows latent damage, the Customer shall notify the Supplier in writing within 2 days of delivery of the Shipment. If damage to the Shipment is discovered, the Customer shall ensure that the

packaging of the Shipment is preserved. At the same time, the Customer shall allow the Supplier and a representative of the Supplier's insurance company to inspect the Shipment.

- 10.11. If the Customer fails to fulfil its obligations under paragraphs 10.7. to 10.10. of the GTC, the Supplier is entitled to reject the claim for Forwarding Service on the grounds of delay or failure to prove damage.
- 10.12. If the Customer does not submit the necessary materials proving the occurrence, extent and amount of damage, the Supplier will be requested to complete them within 10 days. During the period from the sending of the request for completion of the claim until the completion of the claim, the time limit for the settlement of the claim shall not run. If the Customer fails to complete an incomplete claim within the aforementioned period of 10 days, the Supplier shall be entitled to reject the claim.
- 10.13. The Supplier is obliged to settle the complaint within 30 days from the date of receipt of the complaint. The settlement of the complaint means the decision on the complaint and sending the decision to the Customer's email address.

## **11. DATA CHANGE AND COMMUNICATION**

- 11.1. The Customer shall immediately notify the Supplier in writing of any change to any of the details specified in the Contract and/or the Framework Contract. If the Supplier fails to do so, all costs associated with correcting this (e.g. correcting Invoices, etc.) shall be borne by the Customer.
- 11.2. The parties shall communicate with each other mainly by email, telephone or in person through the Supplier's dispatch centre or sales department, all under the conditions set out in paragraph 3.4 of these GTC.

## **12. TERMINATION OF THE CONTRACT**

- 12.1. The Supplier is entitled to withdraw from the Contract immediately by sending a notice to the Customer in the following cases:
  - a) The Customer is bankrupt or threatened with bankruptcy and/or insolvency proceedings have been initiated against the Customer pursuant to Act No. 182/2006 Coll., Insolvency Act, as amended; or
  - b) the subscriber enters into liquidation; or
  - c) The Customer is in default in the payment of any debt due to the Supplier and the period of default has exceeded 15 days.
- 12.2. The Supplier may send a written withdrawal from the Contract pursuant to paragraph 12.1 of the GTC to the Customer, in particular to the Customer's email address in the Contract or the Framework Agreement and/or to the Customer's registered office address and/or to the Customer's data box.

## **13. CHANGE OF GTC**

- 13.1. The Subscriber acknowledges that the Supplier is entitled to unilaterally amend these GTC to a reasonable extent. The Supplier shall notify the Subscriber of any change to the GTC at least one (1) month prior to the proposed effective date of the relevant change by posting a notice in the Sales and Dispatch Department, on the Supplier's website and by sending the new version of the GTC to the Subscriber's email address.
- 13.2. In the event that the Customer does not agree with the change of the GTC, the Customer is entitled to reject the change of the GTC before the effective date of the respective change of the GTC and at the same time to terminate the Framework Contract by written notice made at the Supplier's sales department and dispatching centre or delivered to the data box or to the address of the Supplier's registered office or to the Supplier's e-mail address



specified in the Framework Contract. In such case, the Framework Contract shall terminate on the last day of the current version of the GTC. If the Subscriber does not reject a duly notified change to the GTC in accordance with this paragraph, the Subscriber shall be deemed to have accepted the relevant change to the GTC and the relevant change to the GTC shall be binding on the Subscriber from its effective date.

#### 14. OTHER AND FINAL PROVISIONS

- 14.1. The rights and obligations of the Parties arising from and/or related to the Contract shall be governed by the applicable laws of the Czech Republic, in particular the Civil Code and the CMR Convention, unless otherwise provided in these GTC.
- 14.2. If the relationship established by the Contract contains an international (foreign) element, the Parties agree that their relationship shall be governed by Czech law.
- 14.3. The Parties agree to resolve any disputes or discrepancies arising out of or in connection with the Contract primarily through amicable resolution. Should the Parties fail to amicably resolve any such disputes or discrepancies within a reasonable period of time, the Parties shall agree on further action. Any such disputes or discrepancies arising out of or in connection with the Contract which have not been resolved amicably by the Parties shall be decided by a court of competent jurisdiction in the Czech Republic with local jurisdiction according to the address of the Supplier's registered office.
- 14.4. All rights and claims of the Supplier against the Purchaser arising from the Contract, from its breach or from unjust enrichment of the Purchaser, which are not covered by the CMR Convention, shall be time-barred within ten (10) years from the date on which the right could have been exercised by the Supplier for the first time. Any rights or claims of the Customer for breach of any obligation of the Supplier under the Forwarding Contract and/or damages against the Supplier arising out of the provision of the Forwarding Service shall be time-barred within one (1) year from the date on which the damage in question occurred.
- 14.5. The purchaser assumes the risk of a change of circumstances pursuant to Section 1765(2) CC.
- 14.6. The Supplier reserves the right, in the event of a conflict between its GTC and the Customer's terms and conditions of trade or transport, to refuse to extend its obligations beyond those imposed by law, as well as to limit its rights in relation to those guaranteed by law. The Supplier also does not accept any extension of its liability beyond that provided for by law, in particular it rejects any contractual penalty arrangements. Contractual penalty clauses other than those contained in these GTC may only be agreed upon in an individual written contract pursuant to paragraph 3.3 a) of the GTC and/or the Framework Agreement.
- 14.7. The parties undertake to maintain confidentiality of the terms of the Contract and the negotiations related thereto (confidential information within the meaning of Section 1730(2) of the Civil Code), i.e. not to disclose or allow its disclosure to any third party without the prior written consent of the other Party, with the exception of (i) their advisors bound by confidentiality obligations to the same extent as the Parties, (ii) public authorities if the Parties are obliged under generally binding regulations to provide them with such information, or (iii) information which is or becomes publicly available otherwise than by breach of the Contract. The obligation of confidentiality shall survive notwithstanding termination of the Contract.

In the event of a breach of this obligation, the Customer is obliged to pay the Supplier a contractual penalty of CZK 50,000 for each individual breach of this obligation. The contractual penalty is payable within 14 days from the date of delivery of a written demand for its payment to the Customer. Any claim for full compensation for damages shall not be affected in any way.

- 14.8. For the purposes of the Contract, force majeure circumstances which may affect the proper and timely performance of the Contract shall be deemed to be extraordinary, unforeseeable and insurmountable obstacles arising independently of the will of the Party invoking them, temporarily or permanently preventing the performance of its obligations under the

Contract, which occurred after the conclusion of the Contract and cannot be overcome by the Party invoking them, such as pandemics, natural disasters, strikes, wars, mobilizations, insurrections, extreme adverse weather, etc. The Party invoking force majeure shall notify the other Party in writing of its occurrence and termination within 2 calendar days at the latest. The deadlines for the fulfilment of obligations under the Contract which cannot be fulfilled properly and on time as a result of force majeure shall be automatically extended by the duration of the force majeure. In the event of force majeure lasting for more than 30 days, either Party shall be entitled to withdraw from the Contract. The Customer shall reimburse the Supplier for all costs incurred by the Customer in connection with the Contract withdrawn from pursuant to this paragraph.

- 14.9. Notices and documents under the Contract shall be delivered in person, by a postal or courier service provider to the registered office address or e-mail address of the Parties specified in the Contract. Unless a different date of delivery is proved, together with proof of proper delivery to the addressee, the mail shall be deemed to have been delivered as follows:
- a) the parcel is delivered in person on the date of personal delivery,
  - b) the parcel is delivered via a postal service provider or courier service on the third working day after dispatch to an address in the Czech Republic or on the fifteenth working day after dispatch to an address abroad,
  - c) the parcel is not delivered due to the addressee's deliberate failure to deliver on the fourth working day after dispatch.
- 14.10. Failure to enforce any claims under the Contract against the Customer shall not constitute a waiver of rights by the Supplier.
- 14.11. These Terms and Conditions regulate the relations between entrepreneurs, are publicly available online on the Supplier's website ([www.lorenc-logistic.cz](http://www.lorenc-logistic.cz)) and everyone has the opportunity to get acquainted with them. In printed form, these Conditions are available at the Supplier's registered office. The following provisions of the Civil Code shall not apply to the interpretation of these Conditions and to the relationship under the Contract: §556 (2), §§ 1793 to 1795, §§ 1798 to 1801, § 1959 (e), § 1971, § 1980 and § 2461.
- 14.12. The unenforceability or invalidity of any provision of the Contract, the Framework Agreement and/or these Terms and Conditions shall not affect the enforceability and validity of the other provisions unless the nature or content of such provision implies that it cannot be severed from the other provisions.
- 14.13. Annex 1 to these Conditions is a model Price Offer.
- 14.14. These GTC are valid and effective as of the date of     .     . 2023, and shall apply to all Contracts and/or Framework Contracts from that date.