

## GENERAL COMMERCIAL AND TRANSPORT CONDITIONS FOR THE PROVISION OF TRANSPORT FOR 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 Customer is a party, the following terms shall have the meanings set out in this clause 1.1 below unless expressly stated otherwise in the Contract:

<b>"Price."</b>	means the total price of the Carriage including the Carriage Charges, fees, duties and any other related expenses borne by the Customer;
<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>"Carrier"</b>	means an entrepreneurial natural or legal person who, within the scope of his/her business activity, has all authorisations for the implementation of the Transport and concludes the Contract with the Customer as an entrepreneur within the meaning of Section 420 of the Civil Code (as defined below);
<b>"Invoice."</b>	means a tax document complying with the relevant tax and accounting legislation of the Czech Republic;
<b>"Waybill"</b>	means a consignment note within the meaning of Article 6 of the CMR Convention;
<b>"Business Partner of the Customer"</b>	means (i) all clients and customers of the Customer with whom the Customer has a contractual relationship, and (ii) all potential clients and customers who have expressed an interest in services or cooperation with the Customer, although no contract or agreement has yet been concluded between them and the Customer;
<b>"Order"</b>	means a completed sample form specified in Appendix 1 of these Conditions by the Customer, by which the Customer requests a specifically specified Transportation and which contains all the minimum elements pursuant to Article 3.5 of these Conditions; the Order is an offer to conclude the Contract by the Customer within the meaning of Section 1731 of the Civil Code;
<b>"Customer"</b>	means the Customer of the Transport (the Sender within the meaning of § 2555 of the Civil Code), the company Lorenc Logistic, s.r.o., ID No. 648 32 660, with its registered office in Klatovy IV, Za Tratí 752, Postal Code 33901, registered in the Commercial Register maintained by the Regional Court in Pilsen, file No. C 7427;
<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 Car 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 on the website of this association ( <a href="http://www.cesmad.info">www.cesmad.info</a> );

<b>"Terms and Conditions" or "T&amp;Cs"</b>	means these General Terms and Conditions of Sale and Carriage for Lorenc Logistic, s.r.o;
<b>"Transportation"</b>	means the Transportation Service - the transportation of the Shipment under the Contract by Transportation from the place of shipment to the destination;
<b>" Shipping"</b>	means the Carrier's remuneration for the Carriage according to the Contract; the Carriage Fee does not include any other expenses related to the Carriage, which are necessary for the performance of the Carriage (e.g. fuel surcharge, customs fees, etc.), which are fully paid by the Customer, unless otherwise expressly agreed in the Contract;
<b>"Framework Agreement"</b>	means the Framework Contract of Carriage concluded between the Carrier as the entity performing the Carriage and the Customer as the Customer of the subject Carriage, the subject of which is the framework regulation of the mutual rights and obligations of the Parties arising from the Carrier's carriage of Shipments for the Customer on the basis of individual Contracts;
<b>"Contract"</b>	means each individual contract of carriage pursuant to the provisions of § 2555 et seq. of the CC concluded between the Customer and the Carrier, whether on the basis of the Framework Agreement and/or on the basis of acceptance of the Order, by which the Carrier undertakes to carry out the Carriage of the Shipment on its own behalf and on its own account and the Customer undertakes to pay the Carrier the agreed Price for the Carriage of the Shipment;
<b>"Cancellation."</b>	means cancellation of the Contract and/or Order;
<b>"Parties"</b>	means jointly the Carrier and the Customer;
<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>"Customer"</b>	means a business natural or legal person for whom the Customer carries out or procures the carriage of the Shipment and uses the services of the Carrier for this purpose;
<b>"Shipment"</b>	means an item which is to be transported by the Carrier from the place of dispatch to the place of destination for consideration under the Contract.

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 Carrier and the Customer based on the Contract (whether a partial contract concluded within the framework of the Framework Contract or on the basis of acceptance of the Order) and/or the Framework Contract, of which they are an integral part. These GTC contain, inter alia, the terms and conditions governing the Carrier's carriage of the Shipment for consideration to the Customer. Any deviating provisions of the Contract and/or the Framework Contract shall prevail over the wording of these GTC.
- 2.2. The Terms and Conditions of ČESMAD BOHEMIA form part of the content of each Contract in accordance with Section 1751 (3) of the Civil Code to the extent that they regulate the obligations of the carrier. The rights and obligations of the Parties shall be governed by the Contract, these GTC and the Terms and Conditions of ČESMAD BOHEMIA to the extent specified. Deviating provisions in the Contract and/or the Conditions shall prevail over the wording of the ČESMAD BOHEMIA Conditions.
- 2.3. 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 or the provisions of law.
- 2.4. 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 documentary copy of the Framework Contract; any oral agreement of the Parties shall not constitute the conclusion of the Framework Contract without further consideration.
- 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 an Order) as well as the Framework Contract. These GTC are available at the Sales Department, the Dispatch Department and the Customer's website and are attached by the Customer to each Order and each Framework Contract. The Carrier's consent to these GTC and the Terms and Conditions of ČESMAD BOHEMIA is expressed by accepting the Order (either by signing it or by confirming it in an e-mail communication) and, if applicable, by signing the Framework Contract. By agreeing to the GTC and the Conditions of ČESMAD BOHEMIA, the Carrier confirms that it has carefully read the GTC and the Conditions of ČESMAD BOHEMIA before concluding the Contract and/or the Framework Contract, understands their content and expressly accepts all provisions of the GTC and the provisions of the Conditions of ČESMAD BOHEMIA to the extent that they regulate the obligations of the Carrier.
- 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 Order by the Carrier, whereby delivery by electronic mail is in written form of acceptance . The Carrier's response with an amendment or deviation, even if it does not materially change the terms of the Order, is not an acceptance of the Order.
- 3.4. The Parties confirm that in the context of concluding the Contract on the basis of acceptance of the Order, as well as in the actual performance of the Contract, the Parties' communication by electronic mail shall be considered to be in writing, in particular with regard 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 by email between the Parties' authorised representatives must be confirmed in this way promptly, within **30 minutes** at the latest, unless otherwise specified in these GTC. Failure to comply with the prescribed form in this case shall result in the invalidity of the agreement.
- 3.5. The Customer shall provide the Carrier with at least the following information in the context of the Transport Order:
- identification of the Customer,
  - date and place of loading, time of loading if required,
  - date and place of unloading, time of unloading if required,
  - identification of the recipient of the Shipment,
  - Specification of the Shipment (nature, packaging, etc.), including dimensions, weight and other relevant information (quantity, number of pieces carried if the Shipment consists of more than one piece, generally accepted marking for dangerous goods, etc.),
  - Total price without VAT,
  - instructions required for customs and other official acts,
  - specific requirements for the Carriage (temperature required, nature of the cargo in terms of its value and hazard, type of vehicle, etc.), if any; and
  - the value of the goods, if it is a valuable consignment, the price of the consignment 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.
- 3.6. In case of interest, the Carrier undertakes to confirm the received Order to the Customer by e-mail without undue delay, but no later than within 2 hours of its receipt, and at the same time to provide the Customer with all the data necessary for the Order execution. Upon delivery of the Carrier's acceptance of the Order to the Customer, the Contract is concluded.

## **STORNO**

- 3.7. The Customer may cancel the Order delivered to the Carrier and/or the Contract in writing under the following conditions. If the Customer delivers the Cancellation to the Carrier at least 24 hours in advance of the scheduled start of loading, the Order or the Contract shall be cancelled without further notice. In other cases where the Customer delivers the Cancellation to the Carrier less than 24 hours in advance of the scheduled start of loading, the Customer shall be obliged to pay the Carrier a cancellation fee of 10% of the Price.
- 3.8. In the event of a valid Cancellation of the Contract, the Carrier is obliged to return to the Customer all the benefits it has received from the Customer within five (5) days from the delivery of the Cancellation.
- 3.9. Unless otherwise agreed between the Parties, the cancellation fee is payable within the period specified in the notice sent by the Carrier, which shall not be less than 14 days from the delivery of the notice to the Customer.
- 3.10. The amount of the cancellation fee is always calculated from the Price of the Carriage excluding VAT stated in the Order.

- 3.11. In the event of a partial cancellation of the Contract, the amount of the cancellation fee will be calculated pro rata from the Carriage Price to the extent of the cancellation.

#### **4. SHIPMENT TRANSPORTATION, LOADING, UNLOADING**

- 4.1. The Carrier is obliged to perform the Carriage with professional care, properly and on time, and to follow the instructions of the Customer. The Carrier shall not be entitled to carry out the Carriage using other contractual carriers, even in part, nor to consolidate the costs of carrying out the carriage of consignments for any third parties at the same time as carrying out the Carriage without the prior written consent of the Customer. In the event of breach of this obligation by the Carrier, the Customer shall be entitled to payment of a contractual penalty in the amount of 150.000, - CZK (in words: one hundred and fifty thousand Czech crowns) for each individual breach of these obligations. The contractual penalty is payable within 14 days from the date of delivery of a written demand for its payment to the Carrier. The Customer's right to full compensation for damages shall not be affected by this contractual penalty in any way. Breach of these obligations shall also constitute wilful misconduct in the event of damage, possibly equivalent to intent under Article 29 of the CMR Convention, with all the consequences thereof.
- 4.2. The Carrier undertakes not to attach anything to a full truckload (FTL) Shipment (does not apply to LTL Pallet Shipments) or to transfer the Shipment to another vehicle without the Customer's prior written consent, and also undertakes not to allow any third party to do so.
- 4.3. The Carrier is obliged to use the usual 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 places, he is obliged to provide the Carrier with a list of parking places at the latest at the time of loading, while all possible costs related to parking the vehicle in these places are included in the Price. If parking complications arise during the course of the Carriage, the Carrier undertakes to park in an available car park so that the Shipment is protected to the maximum extent possible. If requested by the Customer, the Carrier shall provide security for the vehicle, based on the Customer's express request in the Order and/or delivered to the Carrier after the conclusion of the Contract. Additional provision of vehicle security, including agreed terms and conditions, shall be confirmed by the Parties in writing. All costs associated with this are already included in the agreed Price.
- 4.4. If it is necessary to park the vehicle with the Shipment during the weekend, the Carrier undertakes to park the vehicle in a fenced and secure parking lot, unless the Parties agree otherwise.
- 4.5. The person responsible for the loading is obliged to fill in the Waybill properly and completely, while the Carrier or a person authorised by him (e.g. the driver) is obliged to check the accuracy and completeness of the data on the Waybill. In particular, the Carrier shall ensure that it does not assume wider liability for damage to or loss of the Consignment beyond its liability under the CMR Convention by expressly agreeing in any way to a figure for the price of the Consignment in excess of the limit of liability under the CMR Convention and shall report any inconsistency of the Bill of Lading with the Contract. The Carrier shall be solely responsible for any incorrect, erroneous or incomplete completion of the Bill of Lading or the acceptance of more liability by means of the Bill of Lading than is provided for in the Contract.
- 4.6. The Carrier is obliged to have a valid contractual insurance with an insurance company based in one of the EU Member States against the Carrier's liability for damage, including loss of the Shipment, the amount of which is determined on the basis of the volume of the vehicle's cargo space and the destination in question, always to the extent that fully covers the Carrier's potential liability under the relevant legislation (CMR Convention, CC). The Carrier declares that it has liability insurance to cover any damages arising during or in connection with the operation of road freight transport for an insured amount of at least CZK 8,000,000 (eight million Czech crowns) per vehicle. The Carrier is obliged to prove this fact by a copy of the insurance policy including a list of vehicle registration marks or by



submitting an insurance certificate containing the above mentioned minimum data at the latest when sending the Order acceptance. The Carrier is obliged to have liability insurance at least to the extent specified at all times during the entire duration of the contractual relationship established by the Contract. The Contract shall not be concluded without proof of the existence of the Carrier's insurance to the extent specified.

- 4.7. The carriage of the Shipment is duly completed and the Carrier is entitled to payment of the Price upon timely and proper delivery of the Shipment to the Consignee and upon presentation of all duly and completely completed, signed and stamped documents confirming the proper performance of the Carriage to the Customer, in particular, but not exclusively:
- 4.7.1. a copy (scan) of the duly certified Bill of Lading;
  - 4.7.2. a copy of all completed customs documentation (if the Transportation was carried out under a customs procedure), in particular in the case of Transportation outside the EU, Volume 3 of the Single Administrative Document (SAD) certified by the customs office at the place of exit from the EU territory and, in the case of import from non-EU countries, a certified original of the customs export document - T1, while the CMR Waybill must contain the stamp of the national customs office;
  - 4.7.3. tax documents proving any legitimate and pre-approved extra costs;
  - 4.7.4. special delivery notes, etc.

The Carrier is obliged to submit the above documents to the Customer without delay, no later than within 7 days of delivery of the Shipment to the Consignee.

- 4.8. The Carrier is obliged to send the consignee a confirmed Waybill within 24 hours after unloading in the form of a scanned or photographed document to the e-mail specified in the Transport Order. If the Customer requests the original Waybill, the Carrier shall send it to the Customer by post to the address of the Customer's registered office or to another address specified in the Customer's request, no later than within 10 working days of receipt of the Customer's request.
- 4.9. In the event of delay by the Carrier in timely and proper delivery of the Shipment in accordance with the Contract, the Customer shall be entitled to payment of a contractual penalty in the amount 40 EUR / 1 hour for each commenced hour of delay in delivery of the Shipment to the recipient, unless otherwise expressly agreed in the Contract. The contractual penalty is payable within 14 days from the date of delivery of a written demand for payment to the Carrier. The Customer's right to full compensation for damages shall not be affected in any way by this contractual penalty.

## MESSAGES

- 4.10. In the case of a Shipment subject to the ADR Agreement, the Customer shall provide the Carrier in advance with the UN number, the official name, including class and packaging group (if indicated), the construction type of the packaging and the quantity/number of pieces, and for hazardous waste, the number and code of the waste according to the list, and provide all necessary and duly completed documents.
- 4.11. In the event of a reasonable suspicion that the Shipment contains a dangerous item subject to the ADR Agreement, without complying with the conditions under the ADR Agreement for its transportation, if the packaging of the Shipment is damaged, if the contents of the Shipment are leaking or damaged, the Carrier is entitled to open the Shipment with the prior consent of the Customer, solely for the purpose of ascertaining the condition of the Shipment and subsequently reseal it. If the Carrier discovers that the condition of the Shipment has jeopardized or prevented the Carriage, it shall immediately inform the Customer thereof. At the same time, the Carrier is obliged to take the necessary measures to avoid or minimize the damage.
- 4.12. In case the transported goods are subject to the ADR Agreement, the Carrier is obliged to proceed strictly in accordance with the ADR Agreement.

## **LOADING, UNLOADING**

- 4.13. The Carrier is responsible for the proper and timely loading and unloading of the Consignment in cooperation with the Customer's responsible person, or in cooperation with the Customer's responsible person, if present at the loading/unloading.
- 4.14. The Carrier undertakes to deliver a vehicle with a clean loading area and in proper technical condition meeting the conditions specified for vehicles performing this type of Transport. In the event of a technical defect on the vehicle intended for Transport, the Carrier is obliged to immediately inform the Customer of this fact in accordance with Article 3.4 of the GTC and to remedy the technical defect with professional care without undue delay.
- 4.15. The Carrier is also obliged to check the number and marking of the goods loaded according to the information in the Bill of Lading, the apparent condition of the packaging and any differences in the number or damage to the packaging or goods. If the Carrier discovers any defects in the Shipment, the Carrier shall be obliged to indicate in section 18 of the Bill of Lading the corresponding reservations and ensure that the reservations are confirmed by the signature of the person representing the Customer or the Customer's responsible person, if present. By signing the Waybill, the Carrier certifies that the information given is true and fully corresponds to the facts and the Contract. The Carrier shall be liable for any differences found during unloading in accordance with the CMR Convention.
- 4.16. The Carrier undertakes to provide at its own expense sufficient securing materials to securely fasten the Shipment in accordance with safety regulations or in accordance with the Customer's instructions, all with respect to the type of cargo. The Carrier also undertakes to check the method of stowage of the Consignment and to secure the Consignment to the best of its knowledge in accordance with the safety regulations so as to avoid damage to the Consignment during Carriage and to avoid endangering road safety. If there is a risk of damage to the Consignment due to improper stowage of the Consignment in the vehicle, the Carrier is obliged to draw the attention of the person representing the Customer or the responsible person of the Customer, if present, to this fact and, if necessary, to request that the Consignment be stowed properly. If this request is not complied with by the person representing the Customer and/or the Customer, the Carrier is obliged to state in the Waybill a reservation regarding the method of stowage in accordance with the above procedure and to inform the Customer thereof without delay.
- 4.17. The Carrier is obliged to state all its reservations, including the fact that the Carrier's driver was prevented from being present during loading, in all copies of the Waybill, including the copy retained by the Customer. If the Carrier's driver is not allowed to state all his objections in all copies of the Waybill, he shall refuse to sign such Waybill and request instructions from the Customer as to how to proceed.
- 4.18. The Waybill shall be filled in by the Carrier according to the instructions of the Customer and/or the Customer, and if the Carrier is not handed over the Waybill by the Customer, the Carrier shall be obliged to issue it at its own expense and present it to the person representing the Customer, otherwise to the Customer's responsible person, if present, at the latest upon loading. The Carrier is obliged to ensure that the vehicle carrying the Shipment and its crew do not leave the place of loading without a duly completed Waybill.
- 4.19. The Carrier undertakes to duly carry out all customs and similar procedures carried out during the performance of the Carriage. The Carrier undertakes to compensate for any damage to the Shipment resulting from the Customer's failure to comply with the instructions.
- 4.20. The Carrier undertakes in particular to comply with the binding loading and unloading date according to the Order. If the delay in loading and/or unloading is caused by the Customer, or the Customer, or the consignee, the Carrier is obliged to provide a duly completed protocol of the delay of the vehicle confirmed by a competent person. The Carrier undertakes to immediately inform by telephone the person authorized by the Customer to arrange the given Transportation, as specified in the Order, of any uncertainties or

complications arising during loading, during the course of the Transportation or during unloading, which could lead to a delay in the delivery of the Shipment being transported, as well as of any discrepancy between the course of the Transportation and the Contract; the Carrier is also obliged to send the information on the occurrence of such facts by e-mail to the Customer with sufficient supporting documents to prove them in accordance with para. 3.4. of these GTC. Otherwise, the Carriage cannot be considered as duly and timely performed in accordance with the Contract. The Carrier is obliged to keep the Customer informed about the progress of the Transportation (exact time of loading, downtime, backfilling, unloading, etc.) even in the case of a problem-free Transportation.

- 4.21. The Carrier's expenses for waiting at loading, unloading or customs clearance not exceeding 24 hours are already included in the Price. In case the usual time at loading or unloading or customs clearance exceeds the stated 24 hours, the Carrier shall be entitled to demand from the Customer a lump sum compensation for waiting at loading, unloading or customs clearance in the amount of 3600,- CZK (in words: three thousand six hundred Czech crowns) for each additional 24 hours.
- 4.22. If damage to the Shipment is found during unloading, the Carrier is obliged to ensure that this damage is recorded in detail in the Bill of Lading and at the same time a damage report is drawn up with the driver, including photographic documentation of the Shipment and the damaged parts. The Carrier shall also ensure that the driver immediately contacts the Customer's dispatch centre or a person authorised by the Customer and shall not leave the place of unloading without the Customer's consent. The Carrier shall ensure that the driver carefully reads and checks the photographic documentation before signing the damage report and, if he cannot assess the serviceability of the damaged Shipment, legibly prefixes the clause "I do not confirm the serviceability of the goods" before his signature.
- 4.23. The Customer is obliged to provide the Carrier with all data about the Shipment necessary for the proper performance of the Carriage. If the Shipment includes damaged or used goods, the Customer is obliged to inform the Carrier in advance. In such case, the Carrier is obliged to ensure sufficient security of such goods and documentation of their condition at the time of loading and unloading. Otherwise, the Carrier shall be fully liable for damages in the event of damage to such goods during the Carriage.

## **5. PRICE AND PAYMENT TERMS**

- 5.1. The Price for the Carriage of the Shipment shall be determined by agreement of the Parties, and the Price shall always include all related expenses (tolls, customs fees, fuel surcharges, etc.) in addition to the Carriage Fee itself, unless the Parties expressly agree otherwise.
- 5.2. If the Carrier is a VAT payer, the Price will be increased by the value added tax in the amount according to the valid legal regulations. The Price shall be specified in the Contract.
- 5.3. The Carrier declares that as of the date of conclusion of the Contract it is not an unreliable payer within the meaning of Act No. 235/2004 Coll., on Value Added Tax, as amended, and that the bank account used for all payments under the Contract is registered with the relevant tax administrator within the meaning of this Act and is also published by the tax administrator in a manner allowing remote access. The Carrier is obliged to maintain the truthfulness of these declarations throughout the validity of the Contract or the Framework Contract. In the event that the Carrier becomes an unreliable taxpayer or the bank account used for payments under the Contract is no longer published by the tax authorities for reasons on the Carrier's side, the Customer is entitled to pay the liability due in the amount of the corresponding VAT on the performance received directly to the account of the tax authorities without being called upon as a guarantor. In such case, the Customer's obligation shall cease to exist in the amount of the amount paid to the tax administrator's account on the date of its payment to the tax administrator. At the same time, the Carrier is obliged to inform the Customer of the fact that it has become an unreliable taxpayer or that



its bank account used for payments under this Agreement is no longer published by the tax authorities within 3 working days from the date on which this fact occurred.

- 5.4. If additional costs not included in the Price are incurred during the Carriage, the Price may be increased by these costs only if they are documented and approved in writing by the Customer.
- 5.5. The Carrier is obliged to issue an Invoice to the Customer for the duly completed Carriage according to paragraph 4.7 of these GTC within 7 days from the duly completed Carriage. The Carrier's right to issue an Invoice shall not arise if the Customer has not received all documents confirming the proper completion of the Carriage pursuant to Article 4.7 of these GTC. The Carrier shall deliver the Invoice to the Customer by e-mail, to which the Customer agrees. Payments for the Carriage shall be made by the Customer on the basis of the sent Invoice to the Carrier's account indicated on the Invoice.
- 5.6. The invoice must always contain all the details, in particular the full name of the Customer's company, including the registration number and VAT number, the Order and/or Contract number and the invoice price. The Invoice is due 50 days from the last day of the month in which the Invoice is delivered to the Customer, unless otherwise agreed in the Contract. If the Invoice contains defects, the Customer is entitled to send it back to the Carrier for correction. In this case, the stated due date shall not commence until the day following the date of delivery of the faultless Invoice to the Customer.

## **6. OBLIGATIONS OF THE PARTIES**

- 6.1. The Customer is obliged to provide the Carrier with all documents, information, instructions and cooperation necessary for the proper and timely execution of the Carriage and to pay the Carriage Price in due and timely manner.
- 6.2. The Carrier is obliged to provide Transport exclusively through drivers who have proven their criminal record by an extract from the Criminal Register of the Czech Republic or another state according to the relevant legislation, confirming that there is no information about the conviction of the person concerned in the criminal record, and at the same time have proven their professional competence by completing all necessary professional competence training.

In the event of a breach of these obligations, the Carrier is obliged to pay the Customer a contractual penalty of CZK 15,000 (in words: fifteen thousand Czech crowns) 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 payment to the Carrier. The Customer's claim for full compensation for damages shall not be affected in any way.
- 6.3. The Carrier is obliged to equip the crew of the vehicle carrying the Shipment with all necessary documents and technical equipment for the performance of the Carriage, as well as sufficient funds to perform the Carriage.
- 6.4. The Carrier is obliged to familiarize itself with the content of its obligations under the Contract (including these GTC) and the relevant legislation and to this extent to provide training to all persons entrusted to them who are involved in the Carriage (in particular drivers of vehicles transporting the Shipment), otherwise it runs the risk of exclusion or limitation of its liability under the CMR Convention, since in the event of damage resulting from a breach of these obligations, such damage may be qualified as damage caused intentionally or by fault equivalent to intent under Art. 29 of the CMR Convention.
- 6.5. If the Parties so agree, the Carrier is obliged to equip the vehicle, through which the Carriage will be performed, with the Customer's GPS locating device, or alternatively, in agreement with the Customer, with its own GPS locating device, to the data of which it will allow the Customer unrestricted access for the purpose of tracking the Shipment.
- 6.6. The Carrier is obliged to comply with the relevant legislation, including EU legislation, and to ensure compliance with such legislation by the authorised persons involved in the Transport, including but not limited to the Mobility Package.

- 6.7. If the Carrier violates the requirements of the EU, individual EU Member States, or other European countries regarding minimum wages or regulations against illegal employment and the Customer suffers damage as a result, the Carrier is obliged to compensate the Customer in full for such damage.

## **7. COMPLAINTS**

- 7.1. If the Customer complains about the Carriage performed by the Carrier, the Customer shall notify the Carrier of the complaint and request the Carrier's opinion.
- 7.2. The Carrier is obliged to comment on the complaint received from the Customer and notify the Customer without undue delay, but no later than within 10 working days, of its opinion, duly justify this opinion and provide the necessary evidence.
- 7.3. If the Customer agrees with the opinion of the Carrier, the Customer shall be notified of this opinion. If the Carrier agrees on the damage, the Customer and the Carrier shall agree on the method of payment.
- 7.4. If the Customer disagrees with the opinion of the Carrier, it shall inform the Carrier of the reasons for disagreeing with its opinion. In such case, the Carrier shall be obliged to reassess its position and provide the Customer with further evidence to support its claims.
- 7.5. Until the Parties agree on the method of resolving the claim in question, the Carrier is not entitled to payment of the Price of the claimed Carriage.

## **8. NON-COMPETE**

- 8.1. The Carrier is obliged not to carry out, apart from its obligations under the Contract, transport for the Customer's Business Partners and not to enter into any business contact with the Customer's Business Partners directly or through a third party for the duration of the Framework Agreement and/or the Contract and for a period of 1 year from the date of its termination without the Customer's prior written consent. In particular, the Carrier is obliged not to disclose to the Customer's Business Partners the pricing or other arrangements of the Parties under the Contract. The Carrier is obliged not to contact the Customer's Business Partners, except for the performance of its obligations under the Contract, not to offer its services to them and not to enter into contractual relations with them. This obligation of the Carrier shall apply to the territory of the continent of Europe and to all activities competing with the Customer and the subject matter of the Contract. The Parties confirm that the agreed Price in each individual case already includes the Carrier's compensation for the establishment and fulfilment of this non-competition.
- 8.2. The prohibition of competition under paragraph 8.1. of these Conditions does not apply to cases of cooperation between the Carrier and the Customer's Business Partner that have demonstrably started at least 6 months before the conclusion of the Contract. However, this exception does not apply if pre-contractual negotiations between the Carrier and the Customer's Business Partner were already in progress at the time of the commencement of pre-contractual negotiations regarding cooperation between the Carrier and the Customer's Business Partner.
- 8.3. The Carrier undertakes to take care of the Customer's good name and to prevent damage to it by acts and omissions.
- 8.4. Violation of any obligation of the Carrier under this Article 8 of these Conditions constitutes a gross breach of the Contract and the Customer is entitled to withdraw from the Contract with effect from the date of delivery, which may be made by electronic mail with a simple signature.
- 8.5. In the event of a breach of any of the Carrier's obligations under paragraphs 8.1. and/or 8.3. of these Conditions, the Carrier shall be obliged to pay the Customer a contractual penalty of CZK 1,000,000.- (in words: one million Czech crowns) 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 payment to the Carrier. The Customer's claim for full compensation for damages, if any, is not affected.

## **9. DATA CHANGE AND COMMUNICATION**

- 9.1. The Carrier is obliged to notify the Customer immediately in writing of any change to any information specified in the Contract and/or the Framework Contract. If the Carrier fails to do so, the Carrier shall be liable for all costs associated with the correction of this fact.
- 9.2. The parties communicate with each other mainly by email, telephone or in person through the Customer's dispatching centre or sales department, all under the conditions set out in Article 3.4 of these GTC.

## **10. TERMINATION OF THE CONTRACT**

- 10.1. The Customer is entitled to withdraw from the Contract immediately by sending a notice to the Carrier in the following cases:
  - a) The Carrier is bankrupt or threatened with bankruptcy and/or insolvency proceedings have been initiated against the Carrier pursuant to Act No. 182/2006 Coll., Insolvency Act, as amended; or
  - b) The carrier enters liquidation.
- 10.2. The Customer may send a written withdrawal from the contract according to paragraph 10.1. of the GTC to the Carrier, in particular to the email address of the Carrier in the Contract/Framework Contract and/or to the address of the Carrier's registered office and/or to the Carrier's data box.

## **11. CHANGE OF GTC**

- 11.1. The Carrier acknowledges that the Customer is entitled to unilaterally change these GTC to a reasonable extent. The Customer shall notify the Carrier of any change to the GTC at least one (1) month before the proposed effective date of the relevant change by posting a notice in the Business and Dispatching Departments, on the Customer's website and by sending the new version of the GTC to the Carrier's email address.
- 11.2. In the event that the Carrier does not agree with the change of the GTC, the Carrier 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 a written notice made in person at the Customer's sales department and dispatching centre or delivered to the data box or to the Customer's registered office address or to the Customer's e-mail specified in the Framework Contract. In such case, the Framework Contract shall expire on the last day of the current version of the GTC. If the Carrier does not reject a duly notified amendment to the GTC in accordance with this paragraph, it shall be deemed to have agreed to the relevant amendment to the GTC and the relevant amendment to the GTC shall be binding on the Carrier from the date of its effectiveness.

## **12. OTHER AND FINAL PROVISIONS**

- 12.1. 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.
- 12.2. If the relationship established by the Contract contains an international (foreign) element, the Parties agree that their relationship shall be governed by Czech law.
- 12.3. 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 Customer's registered office.

- 12.4. All rights and claims of the Customer against the Carrier arising from the Contract (including these GTC), from its breach or from unjust enrichment of the Carrier and others not covered by the CMR Convention shall be time-barred within ten (10) years from the date when the right could have been exercised by the Customer for the first time.
- 12.5. The carrier assumes the risk of a change of circumstances pursuant to Section 1765(2) of the Civil Code.
- 12.6. 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 Carrier is obliged to pay the Customer 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 payment to the Carrier. The Customer's claim for full compensation for damages shall not be affected in any way.

- 12.7. The Carrier is not entitled to assign any claim against the Customer to a third party without the prior written consent of the Customer.
- 12.8. The Parties expressly agree that the Customer is entitled to unilaterally set off any of its monetary claims arising from the Contract (including these GTC), from its breach or from unjustified enrichment, including claims not yet due, time-barred, uncertain or indefinite, against the Carrier's claim for payment of the Price.
- 12.9. 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.
- 12.10. Failure to enforce any claims under the Contract against the Carrier does not constitute a waiver of rights by the Customer.
- 12.11. These Terms and Conditions regulate the relations between businessmen, are publicly available online on the Customer's website ([www.lorenc-logistic.cz](http://www.lorenc-logistic.cz)) and everyone has the opportunity to get acquainted with them. These Terms and Conditions are available in printed form at the Customer's registered office. The following provisions of the Civil Code shall not apply to the interpretation of these Conditions and the relations under the Contract: § 556 (2), §§ 1793 to 1795, §§ 1798 to 1801, § 1959 (e), § 1971, § 1980, § 2051.
- 12.12. The Customer reserves that in case of conflict of its GTC with the Carrier's commercial or transport conditions, it refuses to extend its obligations beyond the obligations imposed by law, as well as to limit its rights compared to the rights guaranteed by law. The Customer 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 provisions

to the detriment of the Customer, other than those contained in these GTC, may only be agreed upon in an individual written Agreement pursuant to paragraph 3.3 a) of the GTC and/or the Framework Agreement.

12.13. 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.

12.14. Appendix 1 of these Terms and Conditions is a model Order.

12.15. These GTC are valid and effective as of \_\_. \_\_. 2023, and shall apply to all Contracts and/or Framework Contracts from that date.