

# General Terms and Conditions of Lorenc Logistic, s.r.o.

## Section I. General provisions

- I.1. These General Terms and Conditions of Business (hereinafter referred to as "**GTC**") of **Lorenc Logistic, s.r.o.**, with its registered office at Za Tratí 752, Klatovy, 339 01, ID 64832660, VAT CZ64832660, registered in the Commercial Register of the Regional Court in Pilsen, Section C, Insert 7427 (hereinafter referred to as "**Supplier**" or "**Provider**", or as the case may be. "Carrier") shall govern the mutual rights and obligations of the parties arising in connection with or under a contract (hereinafter referred to as the "**Contract**") concluded between Lorenc Logistic, s.r.o. and another natural or legal person (hereinafter referred to as the "**Customer**" or "**Customer**").
- I.2. The contractual relationship between the Supplier and the Purchaser, hereinafter referred to as the "contractual relationship", is established at the moment when the Purchaser agrees to the contents of the Supplier's proposal. In addition to a standard written or oral contract proposal, a proposal for the conclusion of a contract within the meaning of Section 1732 of the Civil Code is also a presentation of the supplier's services in the form of a printed or web-based catalogue.
- I.3. Deviating provisions in the contract take precedence over these GTC.
- I.4. All information provided or disclosed by the parties in connection with their contractual relationship and during its duration is confidential within the meaning of Section 1730 of the Civil Code and both parties are obliged to keep such information confidential and to ensure that it is not misused and to refrain from any misuse of such information. This is without prejudice to the obligation to cooperate with public authorities in the exercise of their control and other powers. If either party breaches this obligation, the other party shall be entitled to demand payment of a contractual penalty of CZK 50,000 for each individual case of proven breach of obligation. This is without prejudice to the right to compensation for damages
- I.5. The Parties shall maintain the obligation of confidentiality under Clause I.4 throughout the duration of the contractual relationship under this Agreement and after its termination.
- I.6. In the event that Lorenc Logistic, s.r.o. has the e-mail address of a business partner obtained in the course of its normal business activities, each business partner understands that Lorenc Logistic is entitled to send them commercial communications containing information and offers relating to the business activities of Lorenc Logistic, s.r.o., including with respect to new goods or services.
- I.7. Overview of services
- Section II Storage
  - Section III Service station
  - Section IV Washing station
  - Section V Pumping station

In addition to the terms and conditions applicable to each type of service offered, these terms and conditions also include the following modifications:

- Section VI Consumer Rights
- Section VII Data Protection Section
- VIII Final Provisions

## Section II. STORAGE

### II.1. Conclusion of the contract

- II.1.1. The storage contract is concluded between the Provider and the Customer at the moment of signing the written copy of the contract by both parties.
- II.1.2. The subject of the contract is the Provider's obligation to provide the Customer with the agreed services in the agreed scope and quality and the Customer's obligation to pay remuneration for these services.

### II.2. Receiving goods into the warehouse

- II.2.1. The Provider takes over the goods for storage from the Customer during the warehouse's operating hours (see the operating hours on the website [www.lorenc-logistic.cz](http://www.lorenc-logistic.cz)). Goods to be accepted for storage must be delivered no later than 1 hour before the end of the operating hours of the specific warehouse, unless otherwise agreed.
- II.2.2. The receipt of goods outside of business hours must be agreed in writing in advance; the written form is maintained for these purposes when using electronic mail, or through the postal licence holder, to the contacts listed on the Provider's website, unless the Provider specifies other contacts in writing.
- II.2.3. Upon receipt of the goods, the Provider checks the conformity of the quantity of the goods delivered with the delivery notes, as well as the packaging and marking of the goods. If a discrepancy is found between the shipping documentation and the condition actually found upon receipt of the goods for storage, the Provider is obliged to mark the discrepancy in the shipping documentation and inform the Customer in writing of this fact. The provisions of clause III.2.2 shall apply mutatis mutandis with regard to compliance with the written form.

### II. 3 Storage and dispatch

- II.3.1. The Customer is always obliged to inform the Provider of the nature/type of goods accepted for storage.
- II.3.2. The Customer is also obliged to notify the Provider of special storage requirements (temperature, humidity, stackability, hazardous properties).

- II.3.3. The Provider shall be entitled not to accept the shipment into the warehouse if it finds that it is one of the following:

- explosives (including anaesthetic explosives, weapons, ammunition, fireworks)
- spontaneously decomposing substances
- combustible liquids
- Self-heating substances and mixtures
- temperature controlled organic peroxides
- radioactive substances (including research facilities)
- narcotic and psychotropic drugs
- infectious material
- waste
- the damaged shipment.

- II.3.4. The Provider is obliged to keep proper records of the goods stored.

- II.3.5. The storage period is indefinite, unless otherwise agreed in the contract with the customer.

### II.4. Payment terms

- II.4.1. The price for the services provided is set out in the price list, which is an integral part of the Contract.
- II.4.2. The price for the services provided will be paid by the Customer on the basis of a tax document - the Provider's invoice, which will be issued for the previous calendar month, unless otherwise agreed.
- II.4.3. Details regarding the due date for payment of the price for the services provided and the consequences of delay in payment are subject to modification in the Contract. Unless otherwise agreed in the Contract, in the event of delay in payment of the price for the services provided, the Provider is entitled to demand from the

Customer interest on late payment in the amount determined by the applicable legislation and also a contractual penalty of 0.1% of the amount due for each day of delay. This is without prejudice to the right to compensation for damages.

## II.5. Insurance of services provided

- II.5.1. The provider is obliged to have insurance. At the Customer's request, the Provider shall provide a certificate of insurance and its scope.
- II.5.2. The Customer is obliged to inform the Provider about the current value of the stored goods at regular intervals, but no later than after 3 months, so that the Provider can take the necessary measures to achieve sufficient insurance protection.

## II.6. Responsibility for the provision of services

- II.6.1. The provider is liable for damages in the form of damage or loss of the shipment from the time of receipt of the shipment in the warehouse until the shipment is delivered to the ramp or vehicle.
- II.6.2. The Provider is obliged to carry out an inspection on receipt of the goods at the warehouse to detect obvious packaging defects, but is not responsible for the quality of the goods contained in the consignment.
- II.6.3. The provider is obliged to carry out an inventory at least once a year, unless otherwise specified in the contract with the customer.

## II.7. Lien

- II.7.1. The Provider has a lien on the stored items while they are in its possession to secure the Customer's debts; when exercising the lien, the Provider is obliged to proceed in accordance with the Civil Code.
- II.7.2. The Provider is obliged to notify the Customer in writing of the exercise of the right of retention. The written form is also observed for these purposes when using electronic mail.

## Section III. Car Service

### III.1. Order

- III.1.1. The service order is binding from the moment the vehicle is handed over to the garage and the "Service Order" form is signed, in which the parties confirm the handover and acceptance of the vehicle for repair.
- III.1.2. The service order must specify the scope of work and, if applicable, the expected completion date. If, in the course of the repair, there is a need for actions that were not foreseen when the vehicle was taken over for repair, the Provider is obliged to inform the Customer of this fact. If, as a result of this fact, the price of the repair exceeds the original price idea resulting from the originally expected scope of the repair by more than 10%, the Customer is entitled to withdraw from the contract and reimburse the Provider for the part of the price corresponding to the scope of the partial execution of the work.

### III.2. Contract completion date

- III.2.1. The expected completion date specified in the form referred to in IV.1 above may be changed if the Provider discovers, during the course of the repair, facts which were not apparent at the time of acceptance of the contract and which reasonably prolong the expected completion date. The Provider undertakes to inform the Customer of such a change and the reasons for it without undue delay, by telephone or by e-mail.

### III. 3 Transmission of the vehicle (completion of the contract)

- III.3.1. The customer is obliged to inspect the subject of the contract and the scope of the work performed when taking delivery of the vehicle. In the event that he finds defects or damage, he is obliged to immediately draw attention to this fact.
- III.3.2. A written report will be drawn up on the facts found when the vehicle is taken over from the repair and signed by both parties. Subsequent claims for apparent defects detectable during the inspection shall be disregarded.
- III.3.3. For the purposes of the Provider's contractual relations, the date of completion of the contract shall be the date of handover of the vehicle.

### III.4. Payment terms

- III.4.1. The Customer is obliged to pay the price of the repair:
- on the basis of an invoice by which the Provider shall invoice the remuneration for the service provided with a due date of 14 days from the date of the invoice, or.
  - in cash upon receipt of the vehicle from the repair, if it is a customer who has not yet been in a contractual relationship with the Provider and does not have the necessary references.
- III.4.2. The price of services will be charged according to the current price lists of service tasks, which the Provider publishes on its website.
- III.4.3. The price is determined by the sum of the price of all actual service work performed, spare parts, materials used in the repair and recycling fees.
- III.4.4. Unless otherwise agreed between the parties, in the event of delay in payment of the price for the services provided, the Provider is entitled to demand from the Customer interest on the delay in the amount determined by the applicable legislation and also a contractual penalty of 0.1% of the amount due for each day of delay. This is without prejudice to the right to compensation for damages.

### III.5. Complaints

- III.5.1. The Customer is entitled to make a claim for a product/parts or service in writing.
- III.5.2. Claims can be made within the warranty period - see further Article IV.7

### III.6. Lien

- III.6.1. According to the legal regulation, the Provider is entitled to retain the item entrusted to it by the Customer for repair even after completion of the repair and to keep it in its possession until the invoiced repair price is paid in full.
- III.6.2. The Provider is obliged to notify the Customer in writing of the exercise of the right of retention. The written form is also observed for these purposes when using electronic mail.

### III.7. Warranty

- III.7.1. The Provider provides the Customer with a warranty for original parts within the scope of the warranty conditions of the part manufacturer and for the work performed for a period of 6 months from the completion of the order (see clause IV.3.3.).
- III.7.2. If a defect in the service provided (defect in the repair) appears during the warranty period, the Provider is obliged to remove the defect free of charge.
- III.7.3. The original components, which will be replaced with other parts during the repair of the vehicle, if necessary, will be transferred to the ownership of the Provider free of charge at the moment of replacement, who is obliged to ensure their safe disposal.
- III.7.4. Assembly of the Customer's own parts is not permitted; the Provider shall refuse the request for assembly of Customer-supplied parts.

### III.8. Liability for damages

- III.8.1. Customers are responsible for the proper storage and security of items in the cab of the vehicle so that the interior of the cab and windscreen are not damaged when the cab is tipped over. In the event of breakage of the windscreen due to failure to comply with this obligation, the Provider shall not be liable for any damage. The omission of the Customer's drivers shall be attributed to the Customer in accordance with applicable law.
- III.8.2. The Customer is fully responsible for the items placed in the vehicle submitted for repair.
- III.8.3. The Provider is not liable for damages caused by previous or subsequent interventions and repairs carried out by the Customer or a third party.
- III.8.4. The provider is obliged to have insurance. At the Customer's request, the Provider shall provide a certificate of insurance and its scope

## Section IV. Washing line

### IV.1. General

- IV.1.1. The contractual relationship between the Provider and the Customer is established on the date of acceptance of the order. With regard to the nature of the service provided, the order is made in a personal meeting between the Provider and the Customer.
- IV.1.2. The following serves as proof of receipt and execution of the order:
- a) in the case of a Customer who pays the Service Fee in cash:  
a document marked "Disinfection Protocol" and proof of cash payment
  - b) in the case of the Customer in the payment mode with payment due on the basis of an invoice: the order sheet and the document marked "Disinfection Protocol".

### IV.2. Payment terms

- IV.2.1. The price for the provision of the washing line services will be charged according to the current price lists published by the Provider on the website, unless an individual framework contract, hereinafter referred to as the "Contract", is concluded between the Provider and the Customer.
- IV.2.2. The Customer is obliged to pay the price for the provision of the car wash services:
- a) in cash or by credit card upon receipt of the order, or
  - b) on the basis of an invoice, by which the Provider will invoice the remuneration for the service provided, with a due date of at least 14 days from the date of the invoice.
- IV.2.3. Unless otherwise agreed in the Contract, in the event of delay in payment of the price for the services provided, the Provider is entitled to demand from the Customer interest on the delay in the amount determined by the applicable legislation and also a contractual penalty of 0.1% of the amount due for each day of delay. This is without prejudice to the right to compensation for damages.

### IV.3. Liability for damages

- IV.3.1. The provider is obliged to have insurance. At the Customer's request, the Provider shall provide a certificate of insurance and its scope.
- IV.3.2. The Provider is not responsible for movables and valuables left in the vehicle by the Customer. Customers/ are responsible for items stored in the vehicle. The Provider shall not be liable for any damage to items stored in the vehicle during the provision of the car wash service. Omission of the Customer's drivers shall in accordance with applicable law, is attributed to the Customer.

## Section V. Pumping stations

### V.1. Conclusion of the contract. Conditions for the issue of a refuelling chip

- V.1.1. The Customer shall be entitled to use the services of the Provider's service station only on the basis of a framework contract for the regular purchase of fuel and related goods (operating fluids), hereinafter referred to as the "Contract".
- V.1.2. If a Contract is concluded between the Provider and the Customer, the Provider shall issue the Customer with refuelling chips in the agreed range upon presentation of the following documents:
- copy of the VAT registration certificate
  - application for a fuel chip.

### V.2. Price of fuel and related goods purchased. Payment terms

- V.2.1. For the purchase of fuel and related goods (AD Blue, windscreen washer fluid, etc.), as well as "Fuel Price", the Customer is obliged to pay the price according to the Contract.
- V.2.2. The Provider is entitled to invoice the price of fuel within the time limits agreed in the Contract in the form of a tax document sent to the Customer's registered office address, unless another method of delivery is agreed in the Contract.
- V.2.3. Unless otherwise agreed in the Contract, in the event of delay in payment of the price for the services provided, the Provider is entitled to demand from the Customer interest on the delay in the amount determined by the applicable legislation and also a contractual penalty of 0.1% of the amount due for each day of delay. This is without prejudice to the right to compensation for damages.

V.2.4. If the Customer is in arrears with payment of the duly billed Price for more than 10 calendar days, the Provider is entitled to block all refuelling chips issued to the Customer until the full payment of the debt (including accessories).

V.2.5. If there is a significant decrease in the increase in the purchase of fuel and related goods, or a significant deterioration in the Customer's payment morality, the Provider is entitled to refuse performance until the Customer deposits an adequate security (deposit) to ensure the fulfilment of its obligations.

### V.3. Termination, withdrawal from the contract

The terms and conditions for termination of the Contract by termination or withdrawal are negotiated by the Provider with the Customer in the Contract.

## Section VI. Consumer Rights

### VI.1. Lessons for consumers

VI.1.1. A consumer is any person who, outside the scope of his/her business activity or outside the scope of the independent exercise of his/her profession, concludes a contract with the Provider or otherwise deals with him/her.

VI.1.2. The Consumer has the right to receive the following information before entering into a contract with the Provider:

- the identity of the Provider, their telephone number, email or other contact details
- an indication of the goods or services and their main characteristics
- the price of the goods or services, or how it was calculated (including any taxes and charges)
- the method of payment and the method of delivery or performance
- an indication of the cost of delivery or, if it is not possible to determine the cost in advance, at least an indication that it may be charged in addition
- information on rights of defective performance and rights under warranty and other conditions for exercising these rights
- an indication of the duration of the commitment and the conditions for terminating the commitment if the contract is to be of indefinite duration.

VI.1.3. If the Consumer intends to conclude a contract with the Provider by distance (using means of distance communication), he/she has the right to receive the following information before concluding a contract with the Provider:

- an indication of any obligation to pay a deposit, if required
- in the case of a contract of indefinite duration, or in the case of a contract with recurring performance, an indication of the price or the method of determining it for a single billing period, which shall always be one month if the price is fixed
- in the case of a contract of indefinite duration or, in the case of a contract with recurring performance, details of any taxes, charges and costs for the supply of the goods or services
- in the case of a contract with repeated performance, the shortest period of time for which the parties will be bound by the contract
- if the statutory right of withdrawal can be exercised, the conditions, time limit and procedures for exercising this right
- that in the event of withdrawal, the consumer will bear the costs of returning the goods
- an indication of the obligation to pay a pro rata part of the price in the event of withdrawal from a contract for the provision of services, the performance of which has already begun
- data on out-of-court handling of consumer complaints.

VI.1.4. Within the services offered by the Provider, the possibility of concluding a contract by distance (see point V1.3 above) applies exclusively to transport services.

### VI.2. Consumer withdrawal from the contract

VI.2.1. The consumer has the right to withdraw from the contract for the provision of transport services within 14 days. This period shall run from the date of conclusion of the contract and shall be maintained if the consumer sends a notice of withdrawal before the expiry of this period.

VI.2.2. The Provider shall be entitled to start providing transport services on the basis of a distance contract (see point VII.1.3 above) before the expiry of the withdrawal period (see point VII.2.1 above) only on the basis of an explicit request by the Consumer made in text form (i.e. in a manner where the data can be repeatedly displayed).

VI.2.3. In the event of exercising the right of withdrawal under paragraph 1, the consumer shall deliver a written notice of withdrawal to the supplier, which must contain the following information:

- designation of the Provider
- text: 'I hereby give notice that I withdraw from the contract for the provision of the following services'



- identification of the services covered by the contract from which the consumer is withdrawing
- date of order
- date of conclusion of the contract

- the name and surname of the consumer
- address of the consumer
- consumer's signature.

VI.2.4. If the consumer withdraws from a contract for transport services, the subject of which is the provision of services, and the entrepreneur has started the performance on the basis of an explicit request of the consumer before the expiry of the withdrawal period, the consumer shall pay the Provider a proportionate part of the agreed price for the performance provided up to the moment of withdrawal.

### VI.3. Consumer rights arising from defective performance

VI.3.1. The provider is responsible for the provision of the service without defects.

VI.3.2. In connection with the discovery of a defect in the service provided, the consumer is obliged to inform the supplier in writing of the discovered defect without undue delay after its discovery and to specify in the written notification of the complaint which claim he/she claims in connection with the discovered defects.

VI.3.3. If the complaint is justified and if the defect found constitutes a material breach of contract by the Provider, the consumer is entitled to assert the following claims:

a reasonable discount on the price, or

withdrawal from the contract

VI.3.4. If the complaint is justified and if the defect found represents a non-substantial breach of contract by the Provider, the consumer is entitled to apply a reasonable discount on the price.

VI.3.5. The consumer is also entitled to resolve a consumer dispute arising from a purchase contract out of court in accordance with Section 20d et seq. of Act No. 634/19992 Coll., on Consumer Protection, as amended.

## Section VII. Processing and protection of personal data

VII.1. The Customer acknowledges that the Provider processes the personal data of the Customer - natural person, or in the case of the Customer - legal person, the personal data of its employees or other assistants through whom the Customer communicates with the Provider, within the framework of the contractual relationship with the Customer. Personal data is processed in the following scope: name and surname, residential address, delivery address, e-mail address, telephone number. The legal basis for the processing of these data is the performance of the contract within the meaning of the applicable legislation, as well as the legitimate interests of the Provider and the Customer.

VII.2. The Customer acknowledges that electronic contact details obtained from customers in connection with the supply of its goods or services may be used, according to the applicable legislation (Act No. 480/2004 Coll., as amended), for the purpose of sending commercial communications concerning products and services provided by the Supplier as a personal data controller within the scope of its business, by electronic means within the meaning of Act No. 480/2004 Coll., on certain information society services, as amended.

VII.3. The above described use of the provided electronic contacts can be refused at any time by a simple message sent to the contact e-mail address:

VII.4. The Customer's personal data will be processed for the purposes described above for the duration of the Provider's legitimate interest as a data controller; commercial communications can be sent until the Customer refuses consent to their further sending.

VII.5. The Provider may delegate the processing of the Customer's personal data to a third party as a processor. The Provider shall not transfer the Customer's personal data to any third party without the Customer's consent (with the exception of state authorities in the exercise of their powers).

VII.6. The customer acknowledges that personal data will be processed in electronic form in an automated manner, or in printed form in a non-automated manner.

VII.7. By proceeding according to Article I of these Terms and Conditions, the Customer:

- a) confirms that the personal data provided is accurate and that he/she has been informed that this is a voluntary provision of personal data; and
- b) declares that he/she has been informed of his/her rights in the field of personal data protection:

- the right to request access to personal data free of charge (Article 15 of Regulation (EU) 2016/679 of the European Parliament and of the Council, hereinafter referred to as "GDPR")
- the right to rectification of personal data (Article 16 of the GDPR)
- the right to erasure of personal data under the terms of Article 17 of the GDPR
- the right to object to the processing of personal data (Article 21 of the GDPR)
- the right to lodge a complaint with the Data Protection Authority (Article 77 of the GDPR)
- the right to restriction of processing of personal data (Article 18 of the GDPR)

**VII.8.** Should the Customer believe that the processing of his/her personal data is contrary to the law, he/she may object to the processing of personal data; if such objection is justified, the Provider, as the personal data controller, shall immediately remove the defective state. If the Provider does not meet the objection, the Customer has the right to complain to the supervisory authority.

## Section VIII. Final Provisions

**VIII.1.** Matters not expressly covered by these General Terms and Conditions shall be governed by the Civil Code.

**VIII.2.** By concluding a contract within the meaning of these General Terms and Conditions, the Provider and the Customer confirm that they are familiar with the Provider's General Terms and Conditions and that they unconditionally agree to these terms and conditions.

**VIII.3.** These GTC are published on the internet address: [www.lorenc-logistic.cz](http://www.lorenc-logistic.cz) and are available in printed form at the Provider's registered office.

**VIII.4.** These GTC come into force and effect on 1.2.2024