

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

Section I. General provisions

- I.1. These General Terms and Conditions (hereinafter referred to as "GTC") of Lorenc Logistic, s.r.o, with its registered office at: Za Tratí 752, Klatovy, Postal Code 339 01, Business ID No. 64832660, Tax ID No. CZ64832660, incorporated in the Commercial Register by the Regional Court in Pilsen, section C, insert 7427 (hereinafter referred to as the "Supplier" or "Provider", or "Carrier") govern the Contracting Parties mutual rights and obligations arising in connection with or on the basis of an agreement (hereinafter referred to as the "Agreement") concluded between Lorenc Logistic, s.r. o. and another natural or legal person (hereinafter referred to as the "Customer").
- I.2. The contractual relationship between the Supplier and the Customers, hereinafter also "contractual relationship", arises when the Customer agrees with the content of the Supplier's offer. The offer for an Agreement under § 1732 of the Civil Code is, in addition to the standard written or oral offer for an agreement as well as the presentation of the Supplier's services in the form of a printed or website catalogue.
- I.3. Deviating provisions in the Agreement prevail over these GTC.
- I.4. All information provided or that will be provided by the Contracting Parties in connection with their contractual relationship and during its duration is confidential in accordance with § 1730 of the Civil Code and both Contracting Parties are obliged to maintain confidentiality and ensure that it is not misused, and refrain from any misuse of this data. This is without prejudice to the obligation to provide co-operation to public authorities within any inspection and exercise of any other powers. If either of the Contracting Parties violates this obligation, the other Contracting Party is entitled to demand a contractual penalty payment in the amount of 50,000 CZK for each individual case of provable breach of obligation. This shall not affect the right to compensation.
- I.5. The Contracting Parties are obliged to maintain confidentiality under Article I.4 for the entire duration of the contractual relationship under this Agreement and after its termination.
- I.6. In case Lorenc Logistic, s.r.o. has an e-mail address of any business partner obtained in the course of their normal business activities available thereto, each of the business partners acknowledge that Lorenc Logistic is entitled to send them commercial communications containing information and offers related to the business activities of Lorenc Logistic, s.r.o., also with regard to the new range of goods or services.
- I.7. Overview of the services
- Section II International and national goods transport
 - Section III Storage
 - Section IV Car service
 - Section V Washing installation for vehicles
 - Section VI Gas station
- In addition to the conditions applicable to the various types of offered services, these Terms and Conditions also contain the following regulation:
- Section VII Consumer rights
 - Section VIII Personal Data Protection
 - Section IX Final provisions

Section II. INTERNATIONAL AND NATIONAL TRANSPORT OF GOODS

II.1. Agreement conclusion

The Agreement between the Customer and the Carrier may be concluded:

- a) by both parties signing a written original of the Agreement, or
- b) by receipt of the Customer's order and its written acceptance; the written form is preserved for these purposes when using electronic mail, or through the postal licence holder.

II.2. Order

II.2.1. The transport order must contain the following information:

- a) Customer Identification Data: Trade name, Customer's registered office, including their Business ID No., and Tax ID No.+ billing address
- b) Required place and date of loading (or required time, if applicable)
- c) Required place and date of unloading (or required time, if applicable)
- d) Goods specification, including dimensions and weight
- e) Instructions needed for customs and other official acts
- f) Transportation price
- g) Other specific requirements for goods transport (number of ties, required temperature, vehicle type, etc.)
- h) Value of the goods if it is a valuable shipment.

II. 2.2. The transport order requires a written form; the written form is preserved for these purposes when using electronic mail, or through the holder of a postal licence, sent to the contacts listed on the Supplier's website, unless the Supplier specifies other contacts in writing.

II.3. Cancellations

The Customer is entitled to cancel the order under the following conditions:

- II.3.1. In case of the order's cancellation, which is to be delivered to the Carrier no later than 24 hours before loading, the Customer shall not be obliged to pay any cancellation fees.
- II.3.2. In case of the order's cancellation, which is to be delivered to the Carrier no later than 12 hours before loading, the Customer shall be obliged to pay the Carrier a cancellation fee of 70% of the price for transport.
- II.3.3. If the order is cancelled on the day of loading, the Customer is obliged to pay the Carrier a cancellation fee of 100% of the transport price.
- II.3.4. The shipment's cancellation requires a written form; the written form is preserved for these purposes when using electronic mail, or through the holder of a postal licence, sent to the contacts listed on the Supplier's website, unless the Supplier specifies other contacts in writing.

II.4. Carrier Obligations

- II.4.1. The Carrier undertakes to carry out transport with due diligence and to comply with the obligations arising from the Convention on the Agreement for the International Carriage of Goods by Road (CMR).
- II.4.2. The Carrier obligations towards the Customer during transport performance also include obligations arising from the terms and conditions prepared by the professional organisation Association of Road Transport Operators ČESMAD BOHEMIA, z.s, Business ID No: 45771570.

II.5. Customer Obligations

II.5.1. The Customer is obliged to comply with the obligations arising from the applicable legislation (Act No. 89/2012 Coll., Civil Code, as amended, Convention on the Agreement for the International Carriage of Goods by Road CMR - Decree of the Ministry of Foreign Affairs No. 11/1975 Coll.)

II.6. Shipments excluded from transport

The Carrier does not transport the following shipments:

- II.6.1. Items and substances endangering human life or health, such as weapons, narcotics and psychotropic substances.
- II.6.2. Items and substances that are subject to temperature changes, such as medical supplies (blood samples and derivatives).
- II.6.3. Live animals, remains of humans and animals.
- II.6.4. Other items and substances which, due to their nature, require special modifications to the vehicle or establishing of special conditions during transport in accordance with the applicable regulations, such as bulk substrates.
- II.6.5. Explosive and radioactive substances subject to the Agreement concerning the International Carriage of Dangerous Goods by Road (hereinafter also referred to as the "ADR") of Class 1 + 7.

II.7. Transport of dangerous goods according to ADR

- II.7.1. Dangerous shipments subject to ADR may also be accepted for carriage, provided that all the provisions of ADR (for the transport of dangerous goods) are complied with.
- II.7.2. When transporting a dangerous shipment, the Customer must notify the Carrier in advance of the UN number, the shipment's official name, including the class and packing group (if specified), the design type of packaging, number of pieces/quantity.
- II.7.3. In the case of transport of hazardous waste, the Customer is obliged to state the UN number, waste catalogue number and waste code according to the colour list.
- II.7.4. The Customer is obliged to handover all the necessary and duly completed documents to the Carrier for the transport of dangerous goods.

II.8. Transport termination

- II.8.1. The shipment is terminated (fulfilled):
 - a) on the day when the Customer (or the designated recipient) takes over the shipment, or
 - b) on the day when the Customer (or the designated recipient) will be allowed to take over the shipment and the Customer (or the designated recipient) will not take it over in breach of the Agreement.

II.9. Price and payment terms

- II.9.1. The shipment's transport price is determined by the Contracting Parties agreement. The agreement price shall also reflect fees related to goods transport (i.e., tolls and similar fees).
- II.9.2. The transport price includes 1 hour waiting time for loading and 1 hour for unloading. For each additional initiated hour of downtime, 40 € per hour will be charged, unless otherwise agreed.
- II.9.3. As regards new customers without references, verifications and with high risk, payment in advance or on the day of loading is always required.
- II.9.4. The Carrier shall submit the invoice price for the performed transports to the Customer on the basis of a tax document - invoice issued after transport termination, sent immediately after its issuance to the Customer.
- II.9.5. The Customer undertakes to pay the Carrier the transport charges, and the applicable value added tax no later than 14 calendar days from the invoice issue date, unless otherwise agreed.
- II.9.6. In case of a delay in the transport price payment, the Carrier is entitled to demand interest on late payment from the Customer in the amount determined by the applicable legal regulations, as well as a contractual penalty in the amount of 0.1 % of the amount due for each day of delay. This shall not affect the right to damage compensation.

II.10. **Carrier's liability for damage**

II.10.1. Lorenc Logistic's liability for damage to a shipment is governed by applicable legal regulations, i.e., for domestic transport by the provisions of the Civil Code and the Road Transport Act and in case of international transport of goods by the CMR Convention (if the conditions for its use defined in this Convention are met).

II.10.2. The sender is entitled to claim compensation for damage caused by damage, destruction, partial or complete loss of the transported shipment, or delayed delivery compared to the agreed period. Complaints shall be made in writing either through the holder of a postal licence to the address Lorenc Logistic or by e-mail to the electronic address listed on the Lorenc Logistic website, within the deadlines arising from applicable legal regulations (i.e., from Act No. 89/2012 Coll., the Civil Code, and from Act No. 111/1994 Coll., on Road Transport - for domestic transport and from the Convention on the Agreement for the International Carriage of Goods by Road - Decree of the Ministry of Foreign Affairs No. 11/1975 Coll).

For these purposes, the completion of the shipment means the termination date (fulfilment) of the shipment according to Article II.8. a) and b) above.

Damage means a change in condition, i.e., a change in quality, dimensions, structure, stability, composition, items constituting the shipment which can be removed by repair, or a change in condition which cannot be removed by repair but is nevertheless usable for the original purpose.

Destruction means such a change in the condition of the items constituting the shipment which cannot be removed by repair and the item can no longer be used for its original purpose.

II.11. **Opening and destruction of the shipment**

II.11.1. If the shipment cannot be delivered or returned, there is a reasonable suspicion that it contains an item that is considered as dangerous; or the item that must not constitute the contents of the shipment according to the provisions of these GTC, the packaging is damaged and the contents leak or are broken, then the forwarder is entitled to open the shipment. Once the shipment condition has been determined, the shipment must be reclosed.

II.11.2. The Carrier is entitled to destroy of the shipment on the basis of a prior agreement with the Customer or in the event that the shipment would endanger the health of persons.

II.11.3. The Customer is obliged to pay the Carrier the costs arisen in relation to the destruction and any possible damage that the Carrier would incur in relation to the destruction.

Section III. STORAGE

III.1. **Agreement Conclusion**

III.1.1. The storage agreement is concluded between the Provider and the Customer from the moment of signing the written original of the agreement by both participants.

III.1.2. The subject-matter of the agreement is the Provider's obligation to provide the Customer with the agreed services to the agreed extent and quality and the Customer's obligation to pay a remuneration for these services.

III.2. **Receipt of goods at the warehouse**

III.2.1. The Provider takes over goods for storage from the Customer during the opening hours of the warehouse (see the opening hours on the website www.lorenc-logistic.cz). Goods intended to be taken over for storage shall be delivered no later than 1 hour before the end of the opening hours of the specific warehouse, unless otherwise agreed.

III.2.2. Acceptance of goods outside the opening hours must be agreed in writing in advance; the written form is preserved for these purposes when using electronic mail, or through the holder of a postal licence, sent to the contacts listed on the Supplier's website, unless the Supplier specifies other contacts in writing.

III.2.3. Upon receipt of the goods, the Provider checks the compliance of the quantity of the delivered goods with the transport documents, as well as goods packaging and labelling. If a discrepancy is found between the transport documentation and the condition actually found upon receipt of the goods for storage, the Provider is obliged to designate the discrepancy in the transport documentation and inform the Customer of this fact in writing. Regarding the compliance with the written form, the provisions of Article III.2.2 shall apply mutatis mutandis.

III.3 Storage and shipping

III.3.1. The Customer is always obliged to inform the Provider about the nature / type of goods accepted for storage.

III.3.2. The Customer is also obliged to notify the Provider of special storage requirements (temperature, humidity, stackability, hazardous properties).

III.3.3. The Provider is entitled not to accept the shipment at the warehouse if it is found that it is one of the following items:

- explosives (including desensitised explosives, weapons, ammunition, fireworks)
- spontaneously decomposing substances
- spontaneously flammable liquids
- self-heating substances and mixtures
- temperature controlled organic peroxides
- radioactive substances (including research equipment)
- narcotic and psychotropic substances
- infectious material
- waste
- damaged shipment.

III.3.4. The Provider is obliged to maintain proper records of stored goods.

III.3.5. The storage period is for an indefinite period, unless otherwise agreed in the agreement with the Customer.

III.4. Payment Terms

III.4.1. The price for the provided services is determined by the pricelist, which is an integral part of the Contract.

III.4.2. The price for the services provided shall be paid by the Customer on the basis of a tax document - the Provider's invoice, which shall be issued for the previous calendar month, unless otherwise agreed.

III.4.3. Details regarding the due date of the price for the services provided and regarding the consequences of late payment are the subject of regulation in the Contract. Unless otherwise agreed in the Contract, in case of delay in payment of the price for services provided, the Provider is entitled to demand from the Customer late payment interest in the amount specified by the applicable legal regulations and a contractual penalty of 0.1 % of the amount due for each day of delay. This shall not affect the right to compensation of damage.

III.5. Insurance for the provided services

III.5.1. The Provider is obliged to take out insurance cover. Upon the Customer's request, they shall provide a certificate of the agreed insurance and its scope.

III.5.2. The Customer is obliged to inform the Provider at regular intervals, but no later than after 3 months, about the current value of the stored goods, so that the Provider can take the necessary measures to achieve insurance protection to a sufficient extent.

III.6. Liability for providing services

III.6.1. The Provider is liable for damage in the form of damage or loss of the shipment from the moment of the shipment's receipt at the warehouse until the shipment's delivery on the ramp or to the vehicle.

III.6.2. The Provider is obliged to carry out an inspection upon receipt of the goods in the warehouse in order to detect evident defects in the packaging but shall not be liable for the quality of the goods contained in the shipment.

III.6.3. The Provider is obliged to carry out an inventory at least once a year, unless otherwise stipulated in the Contract with the Customer.

III.7. Retention rights

III.7.1. The Provider has the retention rights to the stored items as long as they are located on their premises, in order

to secure any Customer's debts; when exercising retention rights, the Provider is obliged to proceed in accordance with the Civil Code.

- III.7.2. The Provider is obliged to notify the Customer in writing of exercising retention rights. For these purposes, the written form is complied with also when using electronic mail.

Section IV. Car service

IV.1. The order

- IV.1.1. The service order is binding from the moment the vehicle is handed over to the car service station and the "Service order" form is signed, whereby the participants confirm the handover and acceptance of the vehicle for repair.
- IV.1.2. In the service order, it is necessary to state the scope of work and, if applicable, the order's expected completion date. If during the repair there is a need for actions that were not foreseen when taking over the vehicle for repair, the Provider is obliged to inform the Customer of this fact. If, as a result of this fact, the repair price 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 Agreement and reimburse the Provider for the part of the price corresponding to the scope of the partial work performance.

IV.2. Order completion date

- IV.2.1. The order's expected completion date stated in the form according to Article IV.1 above may change if, during the repair, the Provider finds facts that were not evident at the time of the order's acceptance and which extend the order's expected completion date on reasonable grounds. The Provider undertakes to inform the Customer about such a change and its reasons without undue delay, by telephone or via e-mail.

IV.3. Vehicle handover (order fulfilment)

- IV.3.1. The Customer is obliged to inspect the order's subject-matter and the scope of work performed upon the vehicle's handover. Where the Customer finds any defects or damage, they are obliged to notify immediately thereof.
- IV.3.2. A written report will be drawn-up regarding the facts found during the takeover of the vehicle from the repair, which shall be signed by both Contracting Parties. Subsequent complaints for evident defects detectable during the inspection will not be taken into account.
- IV.3.3. For the purposes of the Provider's contractual relations, the day of the order's fulfilment means the day of handing over the vehicle.

IV.4. Payment Terms

- IV.4.1. The Customer is obliged to pay the price of the performed repair:
- on the basis of an invoice, by which the Provider charges remuneration for the provided service with a due date of 14 days from the issued invoice date, or
 - in cash when taking over 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.
- IV.4.2. The services price shall be charged according to the current pricelists of service operations, which the Provider publishes on the website.
- IV.4.3. The price is determined by the sum of the price of all actually performed service operations, spare parts, material consumed during the repair and recycling fees.
- IV.4.4. Unless otherwise agreed between the Parties, in case of delay in payment of the provided services price, the Provider is entitled to request late payment interest from the Customer in the amount specified by applicable legal regulations and a contractual penalty of 0.1 % of the amount due for each day of delay. This shall not affect the right to damage compensation.

IV.5. Complaint

- IV.5.1. The Customer is entitled to file a complaint about the product / part or service, in writing.

IV.5.2. The complaint may be asserted during the warranty period - see Article IV.7 below.

IV.6. [Retention rights](#)

IV.6.1. According to legal regulations, the Provider is entitled to retain the item entrusted thereto by the Customer for the repair even after the repair's completion, and to have it in their possession until the repair's invoiced price is fully paid.

IV.6.2. The Provider is obliged to notify the Customer in writing of the exercise of the right of retention. For these purposes, the written form is complied with also when using electronic mail.

IV.7. [Warranty](#)

IV.7.1. The Provider provides the Customer with a warranty for original parts to the extent resulting from the warranty conditions of the part manufacturer and for the work performed for a period of 6 months from the order's fulfilment (see Article IV.3.3.).

IV.7.2. If a provided service defect (performed repair defect) appears during the warranty period, the Provider is obliged to remove the defect free of charge.

IV.7.3. The original components, which may be replaced for other ones as part of the vehicle repair, become the Provider's property free of charge at the time of the replacement, which is obliged to ensure their safe destruction.

IV.7.4. Assembly of the own parts supplied by the Customer is not permitted; the Provider shall reject the request for assembly of parts supplied by the Customer.

IV.8. [Damage liability](#)

IV.8.1. Customers are liable for the proper storage and securing of items placed in the vehicle cabin so that the cabin's interior and windscreen are not damaged when the cabin is lifted. In the event of a broken windscreen due to non-compliance with this obligation, the Provider shall not be liable for any damage incurred. The omission of the Customer's drivers is attributed to the Customer in accordance with the applicable legal regulation.

IV.8.2. The Customer is fully responsible for items placed in the vehicle that is handed over for repair.

IV.8.3. The Provider is not liable for damage caused by previous or later interventions and repairs performed by the Customer or a Third Party.

IV.8.4. The Provider is obliged to take out insurance. Upon the Customer's request, they shall provide a certificate of the agreed insurance and its scope.

[Section V. Washing installation for vehicles](#)

V.1. [General provisions](#)

V.1.1. The contractual relationship between the Provider and the Customer is established on the order receipt date. With regard to the nature of the service provided, the order is made in a personal meeting between the Provider and the Customer.

V.1.2. The following serves as proof of the order's receipt and implementation:

- a) in case of a Customer who shall pay the fee for the services in cash:
a document marked as "Disinfection Certificate" and proof of cash payment
- b) in case of the Customer in the payment regime due on the basis of an invoice: the order form and the document marked as "Disinfection Certificate".

V.2. [Payment Terms](#)

V.2.1. The price for the provision of washing installation services shall be charged according to the current pricelists, which the Provider publishes on the website, unless an individual framework agreement has been concluded between the Provider and the Customer, hereinafter also the "Agreement".

- V.2.2. The Customer is obliged to pay the price for the provision of washing installation services:
- a) in cash or by payment card upon receipt of the order, or
 - b) on the basis of an invoice, by which the Provider charges for the service provided, with a due date of at least 14 days from the issued invoice date.
- V.2.3. Unless otherwise agreed in the Agreement, in case of a delay in payment for the price of the provided services, the Provider is entitled to request late payment interest from the Customer in the amount specified by the applicable legal regulations and a contractual penalty of 0.1 % of the amount due for each day of delay. This shall not affect the right to damage compensation.
- V.3. **Damage liability**
- V.3.1. The Provider is obliged to take out insurance. Upon the Customer's request, they shall provide a certificate of the agreed insurance and its scope.
- V.3.2. The Provider bears no responsibility for movables and valuables left in the vehicle by the Customer. The Customers are responsible for the items stored in the vehicle. The Provider shall not bear any responsibility for damage caused to the items stored in the vehicle during the provision of the washing installation service. The omission of the Customer's drivers is in accordance with the applicable legal regulation attributed to the Customer.

Section VI. Gas station

- VI.1. **Agreement conclusion. Conditions for issuing a fuel chip**
- VI.1.1. The Customer is entitled to use the services of the Provider's gas station only on the basis of a framework agreement on the regular purchase of fuel and related goods (operating fluids), hereinafter also as the "Agreement".
- VI.1.2. If an agreement is concluded between the Provider and the Customer, the Provider shall issue fuel chips to the Customer to the agreed extent, upon submission of the following documents:
- a copy of the VAT registration certificate
 - application for the issue of a fuel chip.
- VI.2. **Price of purchased fuel and related goods. Payment Terms**
- VI.2.1. For the purchase of fuel and the purchase of related goods (AD Blue, windscreen washer fluids, etc.), hereinafter also as the "Fuel Price", the Customer is obliged to pay the price according to the Agreement.
- VI.2.2. The Provider is entitled to charge the Fuel Price within the time limits agreed in the Agreement, in the form of a tax document sent to the address of the Customer's registered office, unless another delivery method is agreed in the Agreement.
- VI.2.3. Unless otherwise agreed in the Agreement, in case of a delay in price payment for the services provided, the Provider is entitled to request late payment interest from the Customer in the amount specified by the applicable legal regulations and a contractual penalty of 0.1 % of the amount due for each day of delay. This shall not affect the right to damage compensation.
- VI.2.4. If the Customer is more than 10 calendar days in delay with the duly billed Price payment, the Provider is entitled to block all fuel chips issued to the Customer, until the entire debt is cleared (including accessories).
- VI.2.5. If there is a significant reduction in the purchase of fuel and related goods, or if the Customer payment behaviour becomes significantly worse, the Provider is entitled to refuse performance until the Customer provides a reasonable security (deposit) to ensure compliance with their obligations.
- VI.4. **Termination notice, agreement withdrawal**
- The conditions for the agreement's termination via a termination notice or withdrawal shall be agreed between the Provider and the Customer in the Agreement.

Section VII. Consumer rights

VII.1. Consumer advice

VII.1.1. A consumer is any person who, outside the scope of his business activity or outside the scope of independent performance of their profession, enters into an agreement with the Provider or otherwise is in negotiations therewith.

VII.1.2. The Consumer has the right to receive the following information before concluding the agreement with the Provider:

- information on the Provider's identity, their telephone number, email, or other contact information
- information on the goods or services and their main features
- information on the price of goods or services, or information on the method of its calculation (including all taxes and fees)
- information on the payment and delivery methods or performance
- information on delivery costs, or if it is not possible to determine the costs in advance, at least an indication that these costs may be charged additionally
- information on the rights arising from defective performance and rights under the warranty and other conditions for the exercise of these rights
- an indication of the commitment duration and the conditions for terminating the commitment if the agreement is to be concluded for an indefinite period.

VII.1.3. If the Consumer intends to conclude an agreement with the Provider using distance communication, they have the right to receive the following information before concluding the agreement with the Provider:

- an indication of any obligation to pay an advance payment, if required
- in the case of an agreement concluded for an indefinite period, or in the case of an agreement with repeated performance, an indication of the price or the method of its determination for one billing period, which is always one month, if the price remains unchanged
- in the case of an agreement concluded for an indefinite period, or in the case of an agreement with repeated performance, details of all taxes, fees and costs for the delivery of goods or services
- in the case of an agreement with repeated performance, the shortest period for which the agreement shall be binding on the Contracting Parties
- if the statutory right of withdrawal can be exercised, the conditions, time limit and procedures for exercising this right
- information that in the event of withdrawal from the agreement, the consumer will bear the costs associated with returning the goods
- information on the obligation to pay a proportionate part of the price in the event of withdrawal from the agreement, whereby the subject-matter is the provision of services and their performance has already begun
- information on the out-of-court settlement with regard to consumer complaints.

VII.1.4. Within the services offered by the Provider, the possibility of concluding the agreement by distance communication (see Article VII.1.3 above) applies exclusively to transport services

VII.2. Consumer's withdrawal from the agreement

VII.2.1. The consumer has the right to withdraw from the agreement for the provision of transport services within 14 days. This period runs from the agreement's conclusion date and is maintained if the consumer sends a notice of withdrawal before this period's expiry.

VII.2.2. The Provider is entitled to start providing transport services on the basis of an agreement concluded by distance communication (see Article VII.1.3 above) before the withdrawal period's expiry (see Article VII.2.1 above) only on the basis of the consumer's explicit request made in text form (i.e., in a way where the data can be displayed repeatedly).

VII.2.3. In the case of exercising the right to withdraw from the contract under paragraph 1, the consumer is obliged to

deliver a written notice of withdrawal to the Supplier, which shall contain the following information:

- Provider designation
- the following text: "I declare that I hereby withdraw from the agreement for the provision of the following services"
- an indication of the services covered by the agreement from which the consumer withdraws
- order date
- agreement conclusion date
- consumer's name and surname
- consumer address
- consumer's signature.

VII.2.4. If the consumer withdraws from the agreement on transport services, whereby the subject is the provision of services and the entrepreneur started the performance on the basis of the consumer's explicit request before the expiration of the withdrawal period, the consumer shall pay the Provider a proportionate price for the performance provided until the withdrawal.

VII.3. Consumer rights arising from defective performance

VII.3.1. The Provider is responsible for providing the service without defects.

VII.3.2. In connection with the finding of a defect in the service provided, the consumer is obliged to inform the supplier in writing of the detected defect without undue delay after its discovery and in a written notification of complaint also determine which claim they assert in connection with the detected defects.

VII.3.3. If the complaint is justified and if the detected defect represents a material breach of agreement by the Provider, the consumer is entitled to assert the following claims:

reasonable discount from the price, or
agreement withdrawal

VII.3.4. If the complaint is justified and if the detected defect represents an insignificant breach of agreement by the Provider, the consumer is entitled to apply for a reasonable discount on the price.

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

Section VIII. Personal data processing and protection

VIII.1. The Customer acknowledges that within the contractual relationship with the Customer, the Provider processes the Customer's – natural persons personal data, or in case of the Customer - a legal entity, its employees or other assistants' personal data, through which the Customer communicates with the Provider. Personal data are processed to the following extent: name and surname, residential address, delivery address, e-mail address, telephone number. Under the applicable legal regulation, the legal title for the processing of such data is the agreement's performance and also the legitimate interests of the Provider and the Customer.

VIII.2. The customer acknowledges that the details of electronic contacts obtained from customers in connection with the supply of their goods or services may be used in accordance with the applicable legal regulation (Act No. 480/2004 Coll., as amended) for the purpose of sending commercial communications concerning products and services provided by the Supplier as the personal data controller within its business, by electronic means under Act No. 480/2004 Coll., on certain information society services, as amended.

VIII.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:

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

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

- VIII.6. The Customer acknowledges that personal data will be processed in electronic form in an automated manner, or also in printed form in a non-automated manner.
- VIII.7. In accordance with Article I of these Terms and Conditions, the Customer:
- a) confirms that the personal data provided is accurate and that they have been informed that personal data provision is voluntary and
 - b) represents that they have been informed of their rights in the personal data protection field:
 - the right to request free access to personal data (Article 15 of Regulation (EU) 2016/679 of the European Parliament and of the Council, hereinafter "the GDPR Regulation")
 - right to rectify personal data (Article 16 of the GDPR Regulation)
 - the right to erase personal data under the conditions laid down in Article 17 of the GDPR Regulation
 - the right to object to personal data processing (Article 21 of the GDPR Regulation)
 - the right to lodge a complaint with the Personal Data Protection Office (Article 77 of the GDPR Regulation)
 - the right to restrict personal data processing (Article 18 of the GDPR Regulation)
- VIII.8. If the Customer believes that personal data processing is contrary to the law, they can object to personal data processing; if such an objection is justified, the Provider, as the personal data controller, shall immediately remove the defective condition. If the Provider fails to comply with the objection, the Customer has the right to complain to the supervisory authority.

Section IX. Final Provisions

- IX.1. Matters not expressly regulated by these General Terms and Conditions are governed by the Civil Code.
- IX.2. By concluding the agreement under these General Terms and Conditions, the Provider and the Customer confirm that they are acquainted with the General Terms and Conditions of the Provider and that they unconditionally agree with these Terms and Conditions.
- IX.3. These GTC are published on the Internet site: www.lorenc-logistic.cz, and are available in printed form at the Provider's registered office.
- IX.4. These GTC come into force and effect on March 1st, 2021