

General Terms & Conditions

Pursuant to sec. 1751 et seq. of the Act No. 89/2012 Coll., of the Civil Code, as amended, the companies below (point 1.1, 1.2, 1.3, 1.4) issued following General Terms & Conditions for the transporters (hereinafter later only as the "T&C").

1. CONTRACTUAL PARTIES

1.1 Kavasped s.r.o., Company ID: 07829566 with its registered seat at Mostecká 232/4, Litoměřice , CZ- 412 01, registered at the Commercial Register, kept by the Regional Court in Ústí nad Labem, Section C, Insert 12854 (hereinafter later only as the "Customer").

1.2 Transporter is a natural person or legal entity, providing Services to the Customer on the basis of a Contractual Order, pursuant to these T&C (hereinafter later only as the "Transporter").

2. SUBJECT OF THE T&C

2.1 The subject of these T&C is the agreement and specification of the basic conditions that shall govern the cargo transportation and activities related to transportation as well as the rights and obligations of the Customer and Transporter on the basis of this contractual relationship.

3. SCOPE OF THESE T&C

3.1 These T&C shall form an integral part of each Contract and Order concluded between the Customer and Transporter. Any rights and obligations of Contractual Parties, not defined within these T&C, Order, Contract or Preliminary Contract on transportation **shall be governed by the law of the Czech Republic**, in particular by the provisions of the act No. 89/2012 Coll., the Civil Code, as amended, of the Convention on the Contract for the International Carriage of Goods by Road (hereinafter later only as the "CMR Convention"), of the European Agreement concerning the International Carriage of Dangerous Goods by Road (hereinafter later only as the "ADR Treaty") and of the European Road Transport Agreement (hereinafter later only as the "EART Agreement"), as well as of any other generally binding legal rules, related to the international and national road transportation.

4. DEFINITION OF TERMS

4.1 Any Order shall form a binding proposal for the Contract conclusion, served by the Customer on a template form of such Customer to the Transporter by using electronic mail (email), by fax, by mail in writing or handed over in person to the Transporter. All the mentioned communication manners shall be considered as equal.

4.2 Contract means the contract between the Customer and Transporter, where the Transporter is bound to the Customer that he shall transport any item (shipment) from certain place (place of shipment) into any other place (place of delivery), and the Customer is bound to pay for such service (price for transportation). This Contract is concluded at the moment of delivery of an approved/accepted Order to the Customer by the Transporter, including provision of document on property insurance (against damage), concluded by the Transporter for potential damage caused. By sending the confirmed Order to the Customer, Transporter confirms that he was made aware of these T&C, agrees therewith and entire contractual relationship between the Customer and the Transporter shall be governed by them. These T&C form an integral part of each

Contract, In the event the Transporter does not provide insurance for cargo with additional insurance against alienation, valid for the entire period (or for the period of transportation), such transportation does not have to be paid by the Customer. In the event the Transporter executes such transportation on the basis of Contract without any liability insurance of Transporter for any damage caused, valid for the entire period of this Contract (or for the period of such transportation), for at least CZK 5,000,000.00, claim for a contractual penalty of CZK 1,000,000.00 shall arise to the Customer. Claims for damages shall not be affected by the provisions specifying contractual penalty.

4.3 Service means any form of transportation securing from the place of shipment to the place of delivery on the basis of a Contract under these T&C. This service may include securing of customs clearance for the goods as well on the basis of such Contract or the storage of shipment by the Transporter.

5. RIGHTS AND OBLIGATIONS OF PARTIES

5.1 In the event the Order is not confirmed by the Transporter in five hour after its receipt, such Order shall be considered as invalid, unless agreed otherwise by the Customer and Transporter. In the event the Transporter confirms such Order, he shall specify the vehicle(s) registration plate that shall execute such Order. In the event the Transporter submits a proposal to the Customer for amendment or supplement to the Order, such proposal shall be considered as a new Contract proposal. In the event the Customer accepts such new proposal of Contract, he shall confirm it to the Transporter. Transporter may confirm such Order in the following manner:

a, by electronic mail to the email address spedice@kavasped.cz

b, by handing it over in person at the registered seat or branch of the Transporter.

The Transporter shall observe the instructions provided him by the Customer, shall protect his interests and the interests of the owner of transported cargo and he shall execute the transportation professionally, i.e. in proper and timely manner according to the Order. For the time of transportation performance, the Customer has the right to manipulate with the shipment, in particular he has the right to require to stop such transportation immediately, to change the place of unloading or provision of such shipment to any other addressee, as the one specified within the Order. The Transporter shall inform the Customer about all the circumstances that may affect proper fulfilment of Transporter's obligation to execute transportation if such circumstances occur during the transportation (traffic limitations, changes to weather conditions, waiting periods, etc.). The Transporter is obliged to perform his activity with professional care and focus on the satisfaction of Customer's interests in high quality, in economic and careful way. Within these activities, inter alia, the Transporter shall:

a) take care of the shipment, provided to him, properly, as well as for the items that he acquired for the Customer;

b) warn the Customer about any clear errors in his instructions or about any contradiction of his instructions with legal rules;

c) warn the Customer about the existence of legal and/or official obstacles to such transportation (e.g. import/export limitations, embargo, etc.);

d) is obliged to warn the Customer without delay about all the public law obligations related to the Shipment transportation, in case the Customer is not aware of such obligations;

5.2 The Transporter shall be held responsible for proper execution of cargo loading and securing of the shipment against potential damage during transportation. The Transporter is held responsible for the shipment for the entire transportation time and in case of damage to the shipment, he shall compensate the Customer for such damage in

full. When the Transporter takes over the shipment for transportation, he shall check the data in the consignment/delivery note if they are correct, in particular the amount and type of the transported cargo.

5.3 The Transporter shall execute the shipment transportation by technically appropriate transportation means, and fully capable from the technical point of view, while he is obliged to take care of respective professional qualification in case of his employees. For loading of goods on pallets, 12 fixing belts, full laths, empty loading space, protective edges, anti-slipping mats are necessary. Transporter shall be present during each loading and unloading, check the number of pieces and designation of shipment, clear condition of such shipment and the way of its positioning in the vehicle. In the event that the Transporter may not perform this, he shall write down a written reservation into the CMR consignment note in words, not only by number. The Transporter shall proceed in the same way in case of wrong shipment position, when he shall warn the consigner and in case the consigner does not reposition the shipment, Transporter shall inform the Customer and make a written reservation into the CMR consignment note. Transporter is obliged to have the necessary securing materials for cargo fixation available while loading, according to the specified type of cargo. Potentially, he shall secure such material for loading so the shipment is secured in accordance with the safety rules. In the event the Transporter does not meet the date of loading or unloading within a national cargo transportation, set for a specific hour, he shall compensate the Customer in a form of contractual penalty of **€40.00** for each **initiated hour**, and in case of the date of loading or unloading set by day, the Transporter shall compensate the Customer in a form of contractual penalty of **€200.00** for each initiated **calendar day**. Claims for damages shall not be affected by the agreement on contractual penalty. In case the Transporter does not meet the date of loading within the international cargo transportation, set for specific hour, he shall compensate the Customer in a form of contractual penalty of **€40.00** for each **initiated hour**, and in case of the date of loading, set by the day, the Transporter shall compensate the Customer in a form of contractual penalty of **€200.00** for each **initiated calendar day**. Claims for damages shall not be affected by the agreement on contractual penalty. In the event Transporter does not meet the date of unloading (exceeding the delivery date) within an international cargo transportation set for a specific hour or specific day, the Transporter shall be held responsible for the damage in accordance with the CMR Convention.

5.4 Transporter is obliged to observe all the valid legal rules related to the executed transportation and to ensure that his employees are familiarized with the content of the Contract.

5.5 Transporter is obliged to take care for proper specification of all the data, related to the performed transportation, into the record of vehicle operation, i.e. in particular to specify the date of loading and unloading, vehicle designation, name of the driver, designation of shipment, including the signature of addressee. The Transporter is also obliged to perform proper specification of all the mandatory data into the consignment note/CMR consignment note and into the delivery note.

5.6 Transporter undertakes to allow and secure loading and shipment dispatch of road transportation vehicles in no later than in 2 hours from the time of arrival of vehicle to the place of cargo loading, unless agreed otherwise in the Order. At the same time, the Transporter shall ensure that the loading and unloading was performed properly and if any equipment is necessary, he shall secure such equipment.

5.7 Transporter shall protect the business secret of the Customer, including all the information provided to the Transporter from Customer in relation to the transportation execution for such Customer, i.e. in particular the information about executed transportation, price agreements or about the clients of Customer. Information provided by the Customer may be shared by Transporter with third parties only if necessary for the

performance of respective Contract subject. Transporter also undertakes to refrain from any competitive activities against the Customer by using the information acquired within such business relationship with the Customer. In the event of unauthorized direct contacting of Customer's client by the Transporter, the Customer has the right to request a contractual penalty of €1,000.00 for each single unauthorized direct contacting of Customer's client, while the right for Customer claim for damage is not affected hereby.

5.8 In case any damage occurred or there is a danger of damage to the shipment Transporter shall inform the Customer without delay and the Customer undertakes to provide the Transporter instructions, which would lead to minimisation of damage, on time. In the event of damage occurring under the circumstances when the Transporter won't be free of responsibility, Transporter undertakes to apply respective damages at the insurer on time. The Customer shall provide all possible cooperation, in particular to secure necessary documents, the Transporter is requested for, to provide evidence of the value of damage occurred in time.

5.9 In the event of need of any communication with regard to the shipment, Transporter shall contact the Customer. Without previous consent of Customer, the Transporter may not contact Customer's client or the owner of transported cargo directly. In case of breach of this obligation, Customer has the right to request a contractual penalty of €1,000.00 from the Transporter for each single breach, while the right of the Customer to claim damages shall not be affected.

5.10 In case the Transporter is in delay with his obligations under the Contract, Customer has the right to withdraw from all the already concluded contracts that were not fulfilled yet by the Transporter. Customer shall inform the Transporter about the application of this right in writing without delay.

5.11 Transporter undertakes not to offer transportation services to the persons/entities, whose identification data he acquired during the transportation execution for 1 year. In the event of breach of this obligation, Transporter undertakes to pay the contractual fee of €1,000.00 for each single transportation.

6. PRICE AND PAYMENT CONDITIONS

6.1 Price for shipment transportation is based on the contract and Contractual Parties agree thereon in respective Order for transportation or in the Contract (hereinafter later only as the "Shipment Price"); unless stated otherwise in the Order, the prices are agreed with the exclusion of respective tax rate of the value added tax (VAT) set by law. Potential waiting period for loading and unloading, however always reaching max 24 hours, is included into the transportation price. Price for transportation applies only in case when the transportation contract is concluded in writing, otherwise in case of conclusion of transportation contract in an oral or implied form between the Customer and the Transporter, the transportation price is agreed on 75% from the price agreed in transportation contract, concluded in written form.

6.2 Transportation price includes all the costs of the Transporter related to the execution of shipment under the Contract, in particular toll or other fees for entry or passing of vehicles or any other administrative fees and customs. Price for transportation includes also potential delay during loading or unloading, not exceeding 24 hours.

6.3 Transporter shall invoice the Customer for the price of transportation execution under the Contract on the basis of an invoice issued and served to the Customer in no later than 14 calendar days from the transportation completion. Completion of transportation means the takeover of shipment by the recipient according to the Order or subsequent instruction of the Customer. Invoice maturity is set for 60 calendar days from the days of invoice receipt with all the documents for transportation. If the invoice does not have the common requirements or requirements set in these T&C, or no annexes are attached thereto, specified in these T&C, the Customer may return such invoice to the Transporter

to fill or correct it. In such case, the Customer is not considered as being late with payment for transportation and the invoice maturity is calculated from the day of repeated receipt by the Customer. To the invoice, the Transporter is obliged to attach the documents confirming the execution of shipment transportation according to the Order and CMR consignment note (transportation documents), i.e. in particular a properly filled record on vehicle operation, consignment note/CMR consignment note and delivery note, otherwise the Customer is not obliged to pay the transportation fees to the Transporter. In case of reservation on the CMR consignment note or in the confirmation of execution of national cargo transportation, maturity of transportation fees is postponed by 30 days; Customer shall inform the Transporter about such postponement in maturity.

6.4 In the event when Transporter delivers his invoice to the Customer late or without set requirements, in contradiction to the sec. 6 par. 6.3 of these T&C, Transporter shall pay the Customer a contractual penalty of €80.00. The Customer has the right to make a set-off of the contractual penalty for the price of transportation.

6.5 Customer has the right to perform set-off, without consent of the Transporter, unilaterally for any, even non-maturing, receivable of the Transporter against any, even non-maturing, receivable of the Customer in relation to such Transporter. Transporter may not perform any unilateral set-off of any receivable of Transporter against the Customer without the consent of the Customer. Transporter may not cede any of his receivables against the Customer or claims from any other business relations between the Customer and the Transporter.

7. DISPUTES AND FINAL PROVISIONS

7.1 Potential disputes that may occur between the Contractual Parties, shall be solved primarily between the participants in an extrajudicial way on the basis of mutual agreement for the purpose of keeping good business relations. In the event that Contractual Parties can't solve the dispute in amicable manner, such dispute shall be solved in the courts of the Czech Republic, governed by the law of the Czech Republic.

7.2 Customer reserves the right to amend or supplement these T&C, mainly in case of amendments to respective legal rules. New valid and efficient version of T&C shall be published by the Customer on his website and available within the premises of his seat. The actual version of T&C shall be efficient in relation to the Transporter from the day, when he receives an Order referring to this new version of T&C, or from the day when he had a chance to familiarize with the new version of T&C, whichever of these two occurs earlier.

7.3 In the event of a preliminary contract on transportation concluded between the Customer and the Transporter or any other contract of the same significance, any issues not specified by such contract or Order shall be governed by these T&C.

7.4 Transporter hereby provides his consent to the Customer to act as an administrator to process all the personal data, related to him, he will provide to the Customer within business relations, including the birth certificate number for natural persons and phone number, pursuant to the act No. 101/2000 Coll. This consent may be withdrawn in writing at any time by sending a letter addressed to the Customer.

7.5 These T&C are public for 24 a day on the website: www.kavasped.cz an available in printed version at the registered seat of the Customer.

7.6 These T&C become valid and efficient on 11. 02. 2019.