

General transport conditions from January 1st, 2014

- 1) These general transport conditions of ŽĎAS, a.s. are an integral part of the shipment order issuing for the provision of the transfer of goods or the transport order for the transfer of goods. These general business conditions are concluded between ŽĎAS, a.s. Strojírenská 6, 591 71 Žďár nad Sázavou as the principal or the consignor (hereinafter referred to as "the client") and the shipper or the carrier (hereinafter referred to as "the supplier").
- 2) The proper realization of the transport assumes the client will state all necessary data and instructions and evidence it with all the necessary documents in the order in which the client asks the supplier for the delivery order by the conferment of the delivery order (hereinafter referred to as "order"), or an instruction to realize the transport of the goods to the supplier (hereinafter referred to as "order"). The realization of the transport of goods is governed by Section 2471 et seq. and other regulations for the particular type of realized transportation according to the Civil Code No. 89/2012 Coll. or section 2555 et seq. and other regulations for the particular type of realized transport according to the Civil Code No. 89/2012 Coll. and the type of the commercial contract. In addition, the transport realization is governed by section 1746 (2) et seq. and other regulations for the particular type of realized work or activity according to the Civil Code No. 89/2012 Coll. and other regulations for the particular type of realized transport.
- 3) The order is realized by letter. An order confirmation is considered to be the mutually confirmed order.
- 4) The order is sent via fax not via e-mail. If the customer requires the order to be sent in another way, this requirement must be negotiated in advance.
- 5) The determined price is final and fixed. It is not possible to change it. The client and the supplier must agree with any changes.
- 6) A payment document is a tax document (hereinafter referred to as an invoice). The due date is set for 60 days from the date of the invoice issuing. The right to invoice the agreed price is the moment when the obligation is met. According to the agreement, it is possible to change the due date.
- 7) If the client delays the payment of an invoice or a document replacing the invoice, the supplier is entitled to demand the payment of the contractual interest for each day of delay amounting to 0.03% of the invoice price, including VAT. The maximum amount of the contractual penalty must not exceed 5% of the invoice price, including VAT.
- 8) In the event of a delay of the vehicle delivery or failure to observe the delivery date, the client is entitled to demand a compensation and a contractual penalty up to 50% of the transportation price.
- 9) The supplier is entitled to refuse the order (e.g. for unavailability of goods within the required deadline) and is obliged to inform the client immediately in a provable way.
- 10) When the client cancels the order, the supplier is entitled for compensation of the costs expended on the steps taken to realize the order.
- 11) The client is entitled to control the progress of the goods transportation and the supplier is obliged to allow these controls.
- 12) The carrier will take out insurance against damages, according to CMR.
- 13) The supplier loses the right to a contractual price if the client discovers that any commercial secret has been disclosed to a third party.
- 14) Damage compensation is governed by the relevant provisions of the Civil Code No. 89/2012 Coll., as amended.
- 15) Relations that are not further elaborated within these conditions are governed by the relevant provisions of the Civil Code No. 89/2012 Coll.
- 16) Derogating arrangements in the contract (order) take precedence over the wording of the general transport conditions.
- 17) The general transport conditions of ŽĎAS, a.s. were agreed between the contracting parties and signed by both contracting parties.
- 18) Based on the agreement, it is possible to change the general transport conditions of ŽĎAS, a.s. Any changes in this contract can be made only in writing.

Žďár nad Sázavou on January 2nd, 2014.