

**General Conditions for Transport Dated 1 December 2022**

- 1) These General Conditions for Transport of ŽĎAS, a.s. are an integral part of the contracts arising from the issuance of a forwarding order to procure the transport of goods, or a transport order to perform the transport of goods. These General Conditions for Transport are concluded between ŽĎAS, a.s. Strojírenská 6, Žďár nad Sázavou, postcode 591 71, Czech Republic, as the ordering party or consignor (hereinafter referred to as 'the Client') and the forwarder or carrier (hereinafter referred to as 'the Supplier').
- 2) Proper execution of transport presupposes that the Client states in their order by which the procurement of transport is given to the Supplier by sending a forwarding order (hereinafter referred to as 'the Order'), or an instruction to perform the transport of goods to the Supplier (hereinafter referred to as 'the Order'), all the necessary information and instructions and substantiates them with all the necessary documentation. The transport of the goods shall be governed by Sections 2471 et seq. and other regulations for the specifically performed type of transport in accordance with the Civil Code No. 89/2012 Coll., or Sections 2555 et seq. and other regulations for the specifically performed type of transport in accordance the Civil Code No. 89/2012 Coll. and the nature of a commercial contract.
- 3) The Order shall be made in writing. A mutually confirmed order shall be considered as the confirmation of the Order.
- 4) The Order shall be sent by fax, not by email. Should the Supplier request to submit the Order in another way, this requirement shall be agreed in advance.
- 5) The set price shall be final and fixed and it shall not be possible to deviate from it. The Client and the Supplier shall agree mutually on any changes.
- 6) A tax document (hereinafter referred to as 'the Invoice') shall be a document for payments. The maturity period shall be set at 60 days from the date of issue of the Invoice. The right to invoice the agreed price shall arise at the moment of fulfillment of the obligation. The maturity period can be adjusted on the basis of agreement.
- 7) Should the Client be in arrears with the payment of the Invoice or a document replacing it, the Supplier shall be entitled to demand the payment of contractual interest for each day of such delay in the amount of 0.03 % of the price stated on the Invoice, including VAT. The maximum amount of the contractual interest on arrears shall not exceed 5 % of the price stated on the Invoice, including VAT.
- 8) In the event of a delay in the provision of a vehicle or non-compliance with the delivery date of the goods, the Client shall be entitled to demand a contractual penalty from the carrier in addition to damages in the amount of 50 % of the price of the transport.
- 9) The Client shall be entitled to check the course of the transport of goods and the Supplier shall allow these checks.
- 10) The Supplier shall provide cargo insurance against damage in accordance with the CMR convention.
- 11) The Supplier shall pay to the Customer, in addition to compensation for damages, a contractual penalty in the amount of the price of the transport, should the Customer discover the disclosure by the Supplier of the Client's trade secret to third parties.
- 12) Compensation for damage shall be governed by the relevant provisions of the Civil Code No. 89/2012 Coll., as amended.
- 13) When entering the Client's premises, it is obligatory to wear a safety helmet, reflective vest, work clothes and closed work boots. A ladder or other suitable device according to paragraph 2(b) of Annex 1 to Government Decree No. 168/2002 Coll. must be used when climbing on and off the loading area of the vehicle and when tarping. In case of non-compliance, no access to the Client's premises will be allowed.
- 14) Relationships not specified in these General Conditions for Transport shall be governed by the laws of the Czech Republic, in particular by the relevant provisions of the Civil Code No. 89/2012 Coll.
- 15) All disputes between the Client and the Supplier arising from the contract for transport or in connection with it, shall be resolved by a competent court of the Czech Republic.
- 16) Deviating provisions in the contract (the Order) take precedence over the wording of the General Conditions for Transport.
- 17) It shall be possible to modify the General Conditions for Transport of ŽĎAS, a.s. based on agreement. Any changes to this contract can only be made in writing.