

General Terms and Conditions of KomarTrans s.r.o.

I. Introductory provisions

1. These General Terms and Conditions (hereinafter referred to as the “**GTC**”) regulate in detail the rights and obligations arising from the legal relationships connected to the Contract of Carriage (hereinafter referred to as the “**Contract**”) concluded between KomarTrans s.r.o., company ID 27534405, based at Na Výsluní III 387, Brandýs nad Orlicí, post code 561 12, registered with the Commercial Register administered by the Regional Court in Hradec Králové under the reference number of C 24612 (hereinafter referred to as the “**Consignor**”) and a third party in the position of a carrier while performing both domestic and international road freight transport (hereinafter referred to as the “**Carrier**”), provided they are referred to in a relevant proposal for the conclusion of the Contract (Consignor’s order) or they are physically attached to the proposal for the conclusion of the Contract.
2. If the Consignor makes a proposal to the Carrier for the conclusion of a Contract using an order form for transport (hereinafter referred to as the **Consignor’s order**) which is sent to the Carrier by means of distance communication (especially by e-mail), then the Contract is concluded upon the moment when the Consignor receives the acceptance of the Consignor’s order by the Carrier. Such acceptance may be made, among others, in writing, by fax, electronically, by telephone, as well as in an implied way, i.e. performing transport, bringing a vehicle for loading, or by other conduct from which it is clear that the Carrier acted as if bound by a Contract.

II. Conditions of performing transport

3. The Carrier is responsible for timely and proper loading of the goods and for storing and securing the goods in a vehicle, including the responsibility for the compliance with all applicable legal regulations related to the particular transport and for the means of transport used to be fully capable of proper and timely transport within the entire duration of the transport and in any territory in which the transport is performed.
4. The Carrier is obliged to perform transport properly and on time, within the time period specified in the Consignor’s order (or Contract), to provide the Consignor with a written confirmation of the receipt of the shipment, to notify the Consignor of any discrepancies concerning the shipment and documents related to the shipment, to follow the Consignor’s transport instructions until the delivery to a consignee, and to respect changes or amendments to the transport instructions communicated by the Consignor during the transport. The Carrier is obliged to notify the Consignor of any obvious inaccuracy or incompleteness of instructions or documents related to the shipment and to request their supplementation or change. If there are circumstances preventing compliance with the transport instructions during the transport, the Carrier is obliged to immediately request new instructions from the Consignor. If the

Carrier fails to do so, the Carrier is obliged to compensate the Consignor for the damage caused by non-fulfilment of this obligation.

5. The Carrier guarantees that all national and international legal regulations on minimum wages shall be complied with, including those for the territory of the Federal Republic of Germany since 1.1.2015, MiLoG (Minimum Wage Act), as amended and effective.
6. The Carrier is responsible for damages incurred on the shipment between the acceptance and the delivery to its consignee. The Carrier is obliged to promptly notify the Consignor (i.e. KomarTrans s.r.o.) of damage which may occur or has occurred on the shipment, otherwise the Carrier is responsible for damage caused by non-compliance with this notification obligation. In case of incurring liability of the Carrier for damage, the Carrier is obliged to actively participate in remedy actions, especially by writing a record of damage, allowing access for inspection bodies to the shipment, by participating in investigating of the damage, etc. In case of loss or destruction of the shipment, the Carrier is obliged to compensate the price the shipment cost at the time of acceptance for transport. In case of damage or partial loss of the shipment, the Carrier is obliged to reimburse the price by which the value of the shipment got decreased. The Carrier is also responsible for any damage caused by non-compliance with deadlines for transport of a shipment.
7. The Carrier is obliged to arrange at its own expense a valid liability insurance for the transported goods and for damage caused to third parties in accordance with applicable regulations and Decree No. 11/1975 Coll. (CMR Convention) with a duration reliably covering the time of transport under the Contract and of the amount of the premium reliably covering the value of the shipment.
8. Without a prior written consent of the Consignor, the Carrier is not entitled to:
 - a) provide the performance of transport through another carrier or any third party;
 - b) perform any other transport together with the shipment (i.e. post-loading);
 - c) perform any re-loading of the shipment;
 - d) leave a vehicle unattended or in an unguarded parking lot during transport;
 - e) contact any end-customer of the Consignor directly or indirectly in order to offer goods or services which would be competitive in relation to the Consignor's goods or services;
 - f) assign any rights or claims against the Consignor to any third party.
9. Breaching any of the obligations specified in the previous paragraph of this article of these GTC gives the Consignor the right for the payment of a contractual penalty in the amount of five times the agreed freight from the Carrier.
10. **In case of transport outside the EU, the Carrier is obliged to present the goods to the relevant customs office for inspection before unloading, to provide all necessary acts and documentation in administrative and customs proceedings during import or export, and to strictly follow the Consignor's instructions.** In case of simplified customs proceedings (so-called authorized consignee/consignor mode), the relevant customs documents must be handed over to the Consignee and this fact must be confirmed in the CMR. In case of international transport of hazardous

goods (ADR), in addition to the above-mentioned documents, an invoice must also include the relevant concession document, a CMR insurance document, a relevant certificate of the approval of vehicles for transport of certain hazardous goods if required for a type of transport, and a relevant certificate of specific drivers transporting hazardous goods. In such a case, a Carrier's vehicle must be fitted with all the ADR equipment required by the relevant legal regulations. Until the full delivery of all the above-mentioned relevant documents and requisites to the Consignor, the Consignor is not in delay with the payment of the freight. In case of Carrier's delay with delivering the invoice containing the above-mentioned relevant documents and requisites for more than 14 days following the agreed date of unloading, the Consignor is entitled to be paid a contractual penalty from the Carrier in the amount of 30% of the agreed freight. If the Carrier fails to comply with this obligation even in the following 7 days, the Consignor becomes entitled to the payment of a contractual penalty in the amount of the freight.

III. Price of transport (freight) and payment terms

11. The Consignor undertakes to pay the Carrier the agreed freight for properly and timely performed transport. The agreed amount of the freight is stated in the Consignor's order. Unless otherwise specified, the freight shall be stated as an amount excluding a value added tax.
12. The compensation for the loss of time of the Carrier while loading and unloading, waiting at the border and for the customs clearance in cross-border transport of up to 24 hours is included in the freight. The Carrier is obliged to prove any waiting time exceeding this period to the Consignor by a written protocol certified by a subject of loading and the consignee.
13. In addition to the agreed freight, the Carrier is not entitled to the reimbursement of any other costs incurred in connection with the performance of transport. In case of the cancellation or interruption of transport due to any reasons beyond the control of the Consignor, for instance if the transport is cancelled or interrupted due to any reasons incurred on the side of the end customer of the Consignor or by the subject of loading or the consignee, the Carrier is then not entitled to the compensation for costs, damage, or lost profit incurred on its side as a result of such a fact, or the Carrier expressly waives these.
14. The freight shall be paid upon an invoice issued by the Carrier with all the requisites of a tax document stating the number of this order, no later than 7 days following the date of delivery to the consignee. The due date of the invoice shall not be shorter than 60 days from the date of its delivery to the Consignor. If a Consignor's order contains different information on the maturity period than the one stated in the previous sentence, the information according to which the maturity period is longer applies. A completely and duly completed delivery note confirmed by an authorized person for loading (i.e. the subject of loading) as well as by an authorized person of the consignee for unloading the shipment shall be included as an integral appendix to the invoice. In case of domestic transport, the route (vehicle operation report) shall also be included in the invoice documentation as its integral part. In case of international transport, 2

originals of a completely and duly completed international consignment note (CMR) certified by the subject of loading as well as the consignee at the time of unloading shall be an integral part of the invoice documentation. If an invoice does not have all the requisites or appendices, the maturity period shall be suspended, and its duration shall be extended by the suspension period.

15. The Consignor is entitled to set off any incurred extra costs in connection with non-compliance with the Contract or any caused damage against the Carrier's right for the payment of the freight.

IV. Withdrawal from the Contract

16. In addition to the reasons arising from the law, the Consignor is also entitled to withdraw from the Contract in the following cases:

- a) insolvency proceedings have been initiated against the Carrier, or
- b) a decision on the insolvency of the Carrier has been issued, or
- c) the Carrier has entered into liquidation or has been dissolved (except for mergers and/or transformations), or
- d) measures are taken to exercise the lien on the Carrier's property, or
- e) enforcement proceedings or judgement enforcement proceedings initiated against the Carrier, or
- f) if it otherwise becomes clear that the Carrier breaches any of its obligations arising from the GTC, a Contract, or a generally binding regulation resulting in a situation that the proper performance of the subject of the Contract is endangered or prevented by the Carrier.

17. A withdrawal from the Contract cannot affect the right for the payment of a contractual penalty or an interest on delay, if already reached, the right for the compensation for damage arising from a breach of the Contract or a provision which in its nature binds the parties even after the withdrawal from the Contract. A withdrawal from the Contract does not affect the security of a Consignor's debt by the right of retention or in any other way.

V. Securing obligations, limitation, and dispute resolution

18. Unless otherwise specified in a particular obligation of the Carrier in the Contract or in these GTC, the Consignor shall be entitled to be paid a contractual penalty by the Carrier in case of a breach of any of the Carrier's obligations, even repeatedly, equalling to the amount of the agreed freight. The payment of contractual penalties does not affect or limit the Consignor's right for damage compensation in connection with a breach of the Carrier's obligations. The Consignor is entitled to moderate the amount of a contractual penalty depending on the seriousness of the breached obligation and on the consequences arising from such a breach.

19. The limitation period for all claims of the Consignor against the Carrier is five years.

20. Any disputes arising from or in connection with the Contract shall be governed by the laws of the Czech Republic. The jurisdiction of the courts of the Czech Republic is agreed to hear any possible disputes arising from or in connection with the Contract. The locally competent court shall be the general court of the Consignor.

VI. Final provisions

21. The contracting parties expressly declare that the provisions of these GTC which deviate from particular dispositive provisions of the law are thus deliberately agreed differently and that according to their good faith and conscience such provisions are not contrary to good manners, do not violate public orders or the law related to the status of persons, including the right to protect personality, and are negotiated fairly. The contracting parties further declare that none of them feels to be a weaker party in the relations governed by these GTC.

22. By concluding a Contract, the contracting parties exclude the use of the Carrier's business terms and conditions. If the Carrier refers to its business terms and conditions when accepting the Consignor's order, such business terms and conditions shall not be taken into account.

23. Should any provision of these GTC be in conflict with mandatory provisions effective in the Czech Republic or is directly or indirectly contrary to the CMR Convention, then the provisions of these regulations shall apply, which does not affect the validity of other provisions of these GTC.

24. These GTC become effective on 1.1.2021.

on behalf of KomarTrans s.r.o.
Jaroslav Komárek Jr.
managing director of KomarTrans s.r.o.