

RKL Opava, spol. s.r.o. Business Terms and Conditions

The Transport Terms and Conditions are governed by the Transport Agreement, the CMR Convention and other generally applicable and binding regulations applicable in the Czech Republic in domestic and international transport.

I. Transporter's obligations

- a. The Transporter guarantees on their behalf that they own the necessary permits and transport licences and that services will be performed in accordance with the applicable legal provisions and in accordance with the applicable welfare provisions and the applicable minimum wage legislation in all countries where the transport is carried out.
- b. The Transporter is obliged to only send vehicles that are in perfect technical condition and clean and fit to drive. The loading area must be free from dust and dirt, odourless, canvas, watertight (cargo compartment). The vehicle has active GPS tracking and is in a state appropriate to the proper technical requirements for carrying out transport according to the Transport Agreement. The vehicle must be equipped with appropriate securing materials to secure the cargo according to the type of cargo or the Transporter is obliged to provide the material at their own expense at the loading place so that the shipment is assured throughout its journey in accordance with safety regulations and protecting the shipment from damage.
- c. The Transporter is obliged to have a sufficient number of locking devices at their disposal according to the stated type of cargo, at least 15 pieces of undamaged clamping straps and 20 pieces of anti-slip rubber washers, unless stated otherwise in the Transport Agreement.
- d. The Transporter is required to make sure that the driver carrying out the transport for the Carrier, has valid authorisation and all the required training and that the driver is impeccable. The Transporter agrees that upon request, that the Carrier is authorised to carry out an audit and verify the performance of all of the Transporter's legal and required agreed obligations.
- e. The transport of goods must be carried under a tarpaulin or in the cargo compartment throughout the whole transport period so not disclosing what type of goods the Transporter is carrying.
- f. When transporting goods in temperature mode, the Transporter guarantees that the vehicle has a valid ATP certificate for cargo space for the transport of goods in temperature mode and that during the transport, the driver will adhere to the prescribed temperature for transport in the cargo compartment and will have a constant control of the temperature in the cargo space in the vehicle's cabin.
- g. When transporting ADR, the Transporter is obliged to make sure that the driver and vehicle are equipped with equipment in accordance with valid legislation and that the driver has a valid licence.
- h. The Transporter's driver must always wear protective steel-toe boots and a safety vest, and is always required to take part in loading and unloading. The driver is always required to check the number of loaded packages and the designation of the consignment, the apparent condition of the consignment and the method of storing and fixing the consignment whilst on the vehicle. In the event that the Transporter's driver cannot do so, they will write a written reservation immediately in the CMR consignment note. Similarly, the Transporter's driver shall proceed with wrong consignment storage when at first they shall notify the consignor and if the consignor does not send the consignment, the Transporter shall immediately inform the Carrier and make a written reservation in the CMR consignment note.
- i. The Transporter's loaded canvas vehicle must be secured against unauthorised entry with a locked custom line. A vehicle with a cargo compartment has to be secured with lock on all doors.
- j. Parking the Transporter's loaded vehicle is permitted only on a 24-hour security guarded area or a guarded parking lot. In the event that this is not possible even with all possible care, the vehicle may only be parked on dedicated public areas intended for parking vehicles, for example parking spaces at petrol stations, customs stations, airports and railway stations which are continuously illuminated areas.
- k. On each occasion that the Transporter's vehicle is parked, it must always be locked and the vehicle must have an alarm in operation.
- l. Parking the Transporter's vehicle is possible only and always with the driver's permanent presence. In the case of transport carried out by one driver, the driver must make sure that they leave for the shortest possible time and must continuously supervise the vehicle or perform visual inspections in the shortest intervals possible.
- m. When transport is carried out by two drivers, the vehicle must be under constant supervision by at least one of them.
- n. The Transporter's vehicle must be equipped with a separate anti-theft device (not including door locks), e.g. alarm, immobilizer, satellite look-up system or other device allowing to disable the engine.
- o. In the event of the theft of a vehicle with a cargo or parts thereof, the Transporter must demonstrate and prove that the vehicle has a lockable steering wheel, alarm or other immobilizer and that the vehicle has been locked while the vehicle was left unattended and the alarm or immobilizer were activated.
- p. In the event of theft of a vehicle with its cargo or parts thereof, the Transporter must demonstrate and prove that all windows, doors and other openings were properly closed when the vehicle was left unattended and that the vehicle was not started and that the keys were with the driver.
- q. The loaded trailer can only be parked by the Transporter on a 24-hour security guarded place or on a guarded parking lot with 24-hour security.
- r. In the case of shipments under customs supervision, the Transporter is responsible for the proper execution of the customs procedure, in the case of damage due to a faulty customs procedure, the Transporter is obliged to pay all damages that arise to the Carrier, including customs debt and penalties for customs offences.
- s. The Transporter shall not assign any of their receivables for the benefit of a third party without the prior written consent of the Carrier and is not entitled to exercise any right of retention or a lien on the shipment which the Transporter transports for the Carrier.

- t. The Transporter is obliged to keep towards his employees all duties and responsibilities emerging from legal regulations valid on the territory of relevant country i.e. minimum wage law (e.g. MiLoG in Germany, Loi Macron in France)eventually also the laws regarding the employees (e.g. the law about assigning employees if required) especially the duty to pay minimum wage stated by law, documentation duty etc. The Transporter is also obliged to keep the same responsibilities to his subcontractors. The Transporter must immediately submit written evidence of keeping the obligations upon the call of The Carrier.
- u. If there are any claims from the third party against The Carrier applied because of not keeping the duties stated in point t. of this article, The Transporter is obliged to undertake these claims and fully cover them. The Carrier has the right to alternatively demand the relevant sum as the compensation for caused damage.

II. Insurance

- a. The Transporter must have a valid liability insurance policy within the meaning of the CMR Convention at the time of international carriage, which **covers their liability** for damage caused by transport contracts, including covering all damages which occurred to the transported goods (cargo) and including theft and missing consignment.
- b. In the case of national transport, the Transporter is obliged to have a valid insurance policy under the responsibility of the Carrier, at least up to the actual value of the transported goods (cargo). If the value of the load was not stated in the documents or the value was not stated in the Transport Agreement, then at least to the amount of 2,000,000 CZK excluding VAT. (two million CZK excluding VAT)
- c. In the event of any damage or any other insured event occurring on the cargo (transported goods, items etc.) during any journey, the Transporter is obliged to report this to the Carrier and local police authorities immediately. According to the Agreement Parties, the Carrier is entitled to suspend payment of the transport price or in case of higher damages, also the Transporter's other receivables, at least until the winding-up of the damage event.

III. Price, invoicing

- a. The transport price stated in the Transport Agreement is the contract price, which includes all the fees associated with the transport operation. The Transporter shall be entitled to the payment of the contract price for transport only if they comply with all agreed terms and conditions of the transport. The contract price of the transport also includes the loading/unloading parking up to 24 hours, and for transports to CIS countries it includes parking at loading/unloading place within 48 hours.
- b. The Transporter is obliged to deliver the invoice together with the required documents to the address of the Carrier's principal place of business to the Carrier, **within 15 days of completion of the shipment**. In the event that the Transporter fails to deliver the invoice to the customer (carrier) together with all required documents within the agreed time limit, the Transporter is obliged to pay the customer (carrier) a penalty of 50% of the freight charge which the Carrier is entitled to charge the Transporter within 30 days of issued invoice date. It is further agreed that the agreed maturity of the invoice is cancelled. The replacement maturity of the invoice in which it will be paid, will be determined by the Carrier.
- c. The invoice maturity date stated in the Transport Agreement is valid from the date of delivery of the invoice to the Carrier at the filing room, including the original attachments (2x duly certified original of the CMR sheet, the delivery notes as specified in the Transporter's Instructions), to **RKL Opava, spol. s.r.o. Přerovecká 304/2A, 747 95 Suché Lazce**. The right to pay shall not arise before the agreed documents are documented. **On the invoice, always include the Transport Agreement number issued by the Carrier**. All documents must be properly stamped in the normal way.
- d. The invoice will be accepted by the Carrier only from the entity with who the Transport Agreement has been issued.
- e. The Transporter honestly declares that the bank account in question to which the payment for the performance is to be paid is in accordance with Section 109 (2) point c) of Act No. 235/2004 Coll. on the value added tax, as amended, is registered as a "**Reliable bank account**." If at the time the invoice is due, the Carrier will find that the payment is required for a non-Reliable bank account, the Carrier is entitled to reimburse the shipment after an invoice with an account number is sent, which is entered in the register of bank accounts in the sense of Section 109 (2) point c) of Act No. 235/2004 Coll., on the Value Added Tax, as amended. For violation of this obligation, the Carrier is entitled to charge the Transporter with a contractual penalty as referred to in Article IV, paragraph c.
- f. In the event that RKL, as the recipient of the taxable transaction in accordance with legal and statutory provisions, pays to the tax administrator on behalf of the taxable supplier the tax on the taxable benefit which is the subject of this Agreement, such payment of the tax to the tax administrator is considered to be the payment of performance under this Agreement.

IV. Data protection and processing

- a) When providing our Services we process data for both our customers and suppliers. Some data can be considered personal data. In respect to this processing, the customer or supplier shall be „the controller of personal data” (in the sense of EU Regulation no. 95/46/ES on the protection of personal data and further in the sense of Act no. 101/2000 of Coll., on the protection of personal data and alteration of some laws) and the company RKL Opava shall be „the processor of personal data”. RKL Opava can use a subcontractor for the processing of data.
- b) RKL Opava shall also process and use certain data (both personal and other data) obtained from Services provided by them for their own needs. To the extent that such processing involves personal data, the controller of the personal data will be the company RKL Opava. The supplier undertakes to inform its drivers and is obligated to provide the maximum possible cooperation in obtaining approval to the processing specified above from each driver using the services, unless other permits can be applied according to the law. The supplier is obligated to keep these approvals and submit or provide them at the request of RKL Opava. If a driver has not provided his approval or has revoked an approval granted before, the supplier is not authorized to enable the use of the Services of the company RKL Opava to that driver. Failure to provide an approval or its revocation represent grounds for the immediate withdrawal of the company RKL Opava from this Agreement.
- c) Approval: The customer and supplier hereby grant consent to the company RKL OPAVA to process and use all data gathered on the basis of all data gathered on the basis of concluded contracts and orders. It also includes personal data regarding the customer and supplier, i.e. business firm, contact person, his/her address/ telephone, fax and email. The

customer as well as supplier further grant approval for the company RKL OPAVA to process data obtained from the vehicles of the supplier or customer and from their services, e.g. data on vehicles from RKL OPAVA's computer systems to be used by RKL OPAVA only.

- d) By signing the contract or by downloading, accessing, installing or otherwise using the Service, the customer and/or the supplier hereby confirm that they have read and understood the terms and conditions, and agrees that the current version provided by RKL OPAVA are binding.

V. Other and final provisions

- a. The Carrier may require a so-called specific interest in the consignment/load delivery (within the meaning of the provisions of the CMR Convention). In the case of specific interest, the special interest together with the amount for the negotiation of specific interest and other conditions, will be indicated by the Carrier in the Transport Agreement. The Transporter is obliged to accept the mode of transport in the specific interest.
- b. The Transporter undertakes to protect the rights of the customer and shall not compete with any carrier's customers or with any of the Carrier's shipping partners for whom they carry out the transport on behalf of the Carrier. In the case referred to in this Article, the Transporter undertakes that for the entire duration and for the entire duration of the contractual relationship and the Agreement itself, and for at least one year from the date of termination of this contractual relationship, the Transporter will not conclude or through any third party, with any of the Carrier's buyers including their shipper or shipping partner, the same or similar agreement with the same or similar subject of performance as defined in this agreement or any other unnamed agreement the object or effect of which is the transport of goods to the purchaser of the Carrier or Carrier's business partner. In the event that the Transporter violates the arrangement referred to in this paragraph, they are obliged to pay the Carrier (the Client) a contractual penalty of 200,000 CZK for each single breach of the contractual obligation. The Carrier is entitled to charge the Transporter a contractual penalty within 15 days of the Carrier's issued invoice and is entitled, under the express consent of the Transporter, to unilaterally offset the contractual penalty against any Transporter's claim against the Carrier.
- c. In the event that the Transporter violates (does not comply with) any contractual arrangement referred to in Articles 1 or 2 of the Transport Agreement, or in the Carrier's Terms and Conditions in Article I or Article II (a) or (b), the Transporter shall pay the Carrier (the Client) a contractual penalty at a rate of at least 20,000 CZK (twenty thousand CZK) which the Carrier is entitled to charge to the Transporter within 30 days from the Carrier issued invoice date.
- d. Any provision on contractual penalties does not affect any damage compensation.
- e. The Parties have expressly agreed that the local jurisdiction to discuss and decide on any disputes arising under this Agreement or the BTC arising under this Agreement, are governed by Czech law (not applicable to CMR Conventions as well as to all international and national road transports performed under this Agreement), the District Court in Opava or the Regional Court in Ostrava.
- f. Subject to the Parties' agreement, the limitation period is 5 years. .
- g. The Agreement for the execution of a transport is made in electronic form in the sense of a relevant and valid law. It is signed electronically by stating the name and surname of the person making the order. In case of doubt, it is possible to check the identity of the signing person via the above-mentioned customer's telephone number, otherwise the Agreement is deemed to have been signed by the authorised person.
- h. The derogations in the Transport Agreement take precedence over the provisions of these BTC.
- i. By concluding the Agreement, the Transporter expresses their consent to the wording of these BTC. In case of any doubts, it is deemed that the Transporter agrees with the wording of these BTC at the latest when the shipment is handed over to the Transporter for shipment. The parties expressly exclude the application of any commercial terms and conditions of the Transporter, to any legal relationship arising between them, even if the Transporter has somehow referred to them or will refer to them and even though the Carrier was aware of them.
- j. These BTC are designed to modify relations between entrepreneurs and the provisions of Section 1798 - § 1800 of the Civil Code are not used in their interpretation and application, since the BTC are published on a public and the Carrier's free accessible website and everyone has the opportunity to read them at any time. The Transporter declares that he had the opportunity to become acquainted with the BTC before the conclusion of the Agreement.
- k. Within the meaning of Section 1794 par. 2) of the Civil Code, the Transporter waives the right to demand the cancellation of the Agreement and the restoration of the original condition due to a possible disproportionate reduction, and at the same time the Transporter declares that the performance under the Agreement is accepted for the agreed transport payment, while the Transporter also declares that the transport payment amount is not considered to be highly disproportionate to the consideration provided.
- l. Within the meaning of Section 1765 par. 2) of the Civil Code, the Transporter assumes the risk of changing the circumstances in the event that the circumstances are changed after the conclusion of the Agreement to the extent that the performance under the Agreement becomes more difficult.
- m. If any provision of these Business Terms and Conditions is contrary to the mandatory provisions in force in the Czech Republic valid and effective law regulations or is directly or indirectly contrary to the CMR Convention (in the case of transports covered by the CMR Convention), the provisions of these regulations shall apply. This does not affect the validity of other arrangements of these BTC or the validity of these BTC as a total. The Contracting Parties expressly declare that the provisions of these BTC, which are different from the provisions of the Civil Code, are so consciously deviating and at the same time, they declare that, in accordance with their good faith and conscience, these divergent provisions are not contrary to good morals, do not violate public order or law on the status of persons, including the right to protection of personality and are honestly negotiated.
- n. The Carrier is entitled to carry out changes to the Business Terms and Conditions and is obliged to announce these changes to the Transporter in the form of the publication of new BTC on the following website www.rkl.cz.