

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

The transport conditions shall be governed by the contract for transportation services and other generally applicable and binding regulations relating to domestic and international transport in the Czech Republic.

### I. Carrier's Obligations

- a. The carrier warrants at his/her own name that he/she holds necessary permits and licenses for transportation services; he/she also warrants that the services will be performed in accordance with the applicable legislation and with applicable social welfare provisions and applicable minimum wage legislation in all the countries where these transportation services are performed.
- b. The carrier is obliged to use such the vehicle which is in perfect technical condition, clean and capable of transport. The loading area must be free of dust and dirt, odourless; it must be fitted with tarpaulin; the box must be waterproof. The vehicle is fitted with active GPS tracking system; it must be in such condition which corresponds to proper technical requirements for transportation services according to the contract for transportation. The vehicle must be fitted with suitable securing materials for securing the cargo according to a type of cargo specified; or the carrier is obliged to get this material at the time of loading and at his/her own expenses so that the consignment is secured throughout the transport in accordance with safety regulations and protection of the consignment against damage.
- c. The Carrier is obliged to hold a sufficient amount of securing aids when implementing the transportation service, according to a type of cargo, in the number of at least 15 pieces of undamaged fastening belts and 20 pieces of non-slip rubber pads, unless stated otherwise in the transport contract.
- d. The carrier is obliged to ensure that a driver performing the transport service for the haulage operator holds a valid authorization and attended all required training courses. The driver must be irreproachable. The carrier agrees that the carrier is entitled to audit and check carrier's performance of all legal and required agreed obligations, upon request.
- e. Transport of the goods must be carried out with canvas or box cover for all the time of transport so that the goods transported is not seen.
- f. When transporting the goods in temperature mode, the carrier guarantees that the vehicle is fitted with a valid ATP certificate for cargo compartment for transport of the goods in temperature mode; the driver will keep the specified temperature for transport in the cargo compartment and will assure constant control of the cargo compartment temperature in the vehicle cabin.
- g. When transporting in ADR mode, the carrier is obliged to ensure that the driver and the vehicle are equipped with the equipment corresponding to the applicable legislation and the driver holds applicable authorization.
- h. The driver of the carrier must always wear fixed-toe shoes and safety vest and must always be present at loading and unloading. The driver is always obliged to check the number of load pieces and identification of the consignment, apparent condition of the consignment and method of loading and fixing of the consignment on the vehicle. If the carrier's driver is unable to do so, he/she shall enter a written reservation immediately in the CMR consignment note. Similarly, the carrier's driver will be proceeding in case of incorrect loading of the consignment, whereas he/she first notifies the shipper; and if the shipper fails to re-load the consignment, the carrier shall immediately inform the haulage operator and immediately enter a written reservation in the CMR consignment note.
- i. A loaded canvas-type vehicle of the carrier shall be secured against unauthorized entry by a locked customs cable. A box vehicle (van) must be fitted with locks on all doors and must be locked at all times during transport.
- j. A carrier's loaded vehicle may only be parked on a 24/7 security-guarded parking area or parking lot. In case this is not possible despite all the care taken, the vehicle can only be parked on reserved public areas intended for parking of vehicles, for example, a parking area at filling stations, customs offices, airports, train stations, those continuously illuminated.
- k. Every time the carrier's vehicle is parked, it must be locked; security device of the vehicle must be always in operation.
- l. The carrier's vehicle may only be parked with permanent presence of the driver. In case of single-driver transport, a driver must ensure that the time when he/she is away from the vehicle is as short as possible; he/she must constantly supervise the vehicle.
- m. In case of transport carried out by two drivers, the vehicle must be under constant supervision by at least one of them.
- n. The carrier's vehicle shall be fitted with a standalone functional anti-theft device (in addition to door locks), such as alarm, immobilizer, satellite search system or any other device capable of blocking the engine.
- o. In case of theft of a cargo vehicle or a part thereof, the carrier must demonstrate and demonstrably prove that the vehicle was fitted with a lockable steering wheel, alarm or other immobilizer and that the vehicle steering wheel was locked and the alarm or immobilizer was activated when the vehicle was left unattended.
- p. In case of theft of a cargo vehicle, cargo or a part thereof, the carrier must prove and demonstrably document the fact that all windows, doors and other openings were properly closed and locked while the vehicle was left unattended and also that the vehicle was not started and that the driver had the keys of the vehicle with him/her.
- q. The carrier may only park a disconnected and loaded semi-trailer on a 24/7 security guarded area or on a 24-hour guarded parking lot.
- r. In case of transport supervised by the customs office, the carrier is responsible for proper execution of the customs procedure; in case of damage due to a faulty customs procedure, the carrier is obliged to compensate the haulage operator for all damage incurred, including the customs debt and penalties for customs offences.

- s. Without prior written consent of the haulage operator, the carrier must not assign any of his/her receivables against the haulage operator to a third party; the carrier shall not be entitled to exercise any right of lien or lien on the consignment transported.
- t. The carrier undertakes to comply with all obligations towards his/her employees, those obligations related to legislation in force in the territory of a relevant country, e.g. Minimum Wage Act (like for instance, MiLoG in Germany, Loi Macron in France); as well as other acts related to employees (such as Act of Sending Employees if applicable in a relevant territory, etc.); in particular the obligation to pay the minimum wages in a relevant amount stipulated by law, documentary obligation, etc.

The carrier is also obliged to observe the conditions of Polish Act No.708 of March 9, 2017 - "System of Monitoring Road Transport of Goods" in the currently valid version; if transporting a commodity subject to monitoring pursuant to this Act, the carrier is obliged to notify the haulage operator before entering the territory of Poland with this commodity. In addition, the carrier is obliged to ensure that such transport complies with conditions of the aforementioned Act No.708.

The carrier undertakes to impose all the obligations on his/her subcontractors as well. Upon request of the haulage operator, the carrier is obliged to prove compliance with the above-mentioned obligations in writing and without any undue delay.

- u. In case any claims from a third party are brought against the haulage operator due to breach of obligations related to Sec. t. of this Article, the carrier undertakes to take over these claims and satisfy them in full. Alternatively, the haulage operator may, upon his/her sole discretion, require payment of a relevant monetary amount as compensation for any damage incurred.
- v. The carrier must not deviate from the planned transport route when on the road (due to weekend parking of the vehicle in the driver's place of residence); further on, he/she must not reload the consignment without haulage operator's consent; and in addition, the carrier must not assign the transport services to another carrier.
- w. The carrier further undertakes that if the haulage operator agrees to have the transportation services assigned to another carrier, domestic transports in the Czech Republic will be performed only by Czech carriers. Any cabotage transport operations shall be carried out only by a carrier who holds insurance for such the risk of liability for damage during the cabotage transport. If the haulage operator agrees to assign a transport service to another carrier, such other carrier may no longer assign the service to another entity (third one).

## II. Insurance

- a. At the time of international transport, the carrier must hold an applicable carrier liability insurance within the meaning of the CMR Convention; such insurance **must fully cover liability** for damage resulting from transport contracts, including coverage of all damages incurred to the goods transported (cargo) and including theft and missing consignments.
- b. In case of domestic transport, the carrier is obliged to hold valid insurance during the transport, under responsibility of the carrier, at least up to the actual value of the goods (cargo) transported, including the insurance for the risk of theft and missing. If the value of the cargo is not specified in the documents or if the value is not specified in the contract of transportation, then it shall be done at least up to CZK 2,000,000; -excluding VAT. (two million CZK excl. VAT).
- c. During the time of cabotage transport, the carrier must hold a valid road carrier liability insurance for cabotage transport operations, including the insurance for the risk of theft and missing.
- d. In case of any damage or any damage-related event occurring in the cargo (goods, things transported, etc.) in any transport, the carrier is obliged to report this immediately to the haulage operator. This also applies in cases where a receiver writes down any reservation in a transport document or writes a damage record with a driver. In addition, if damage occurs due to (or with suspicion of) an action of crime or in a traffic accident, the carrier is obliged to report this to the local police authorities immediately and request written confirmation of the case being reported to the police. Based on agreement of the contracting parties, the haulage operator is entitled to suspend the payment of the price of transportation service to the carrier at least until termination of the settlement of the damage event; or also other claims of the carrier at the haulage operator in case of higher damage.

## III. Price, Invoices

- a. The price of transportation stated in the contract is the contractual price which includes all charges related to the transportation service. The carrier shall be entitled to get the payment of the contractual price for transportation services only if he/she complies with all agreed terms and conditions of the transportation service. The contractual price of transport also includes the downtime at loading/unloading within 24 hours; and the downtime at loading/unloading for transport to CIS countries within 48 hours.
- b. The carrier is obliged to deliver the invoice together with the required documents to the address of the haulage operator's main headquarters **no later than 15 days after the end of the transport**. Should the carrier fail to deliver the invoice to the customer (haulage operator) together with all required documents within the agreed time, the carrier is obliged to pay the customer (haulage operator) a contractual penalty of 50% of the freight costs; the haulage operator is entitled to bill this amount to the carrier with maturity period of 30 days following the date of invoice issuance. It is further agreed that the agreed maturity period of the invoice shall be cancelled. The alternate maturity period of the invoice in which it will be paid shall be determined by the haulage operator.
- c. The invoice maturity period stated in the contract of transportation service is to be valid from the date of delivery of the invoice to the mail room of the haulage operator, including original attachments (2x duly confirmed original of the CMR sheet, delivery notes, as specified in the instructions for the haulage operator), to the address of **RKL Opava, spol. s r.o. Přerovecká 304/2A, 747 95 Suché Lazce**. The right of payment shall not arise prior to submission of the agreed documents. **In the invoice, always state the number of Contract for Transport issued by the haulage operator**. All documents shall be properly stamped in a normal manner.
- d. An invoice shall be accepted by the haulage operator only from an entity to which the Contract for Transport was issued.
- e. The carrier hereby declares that the bank account stated in the invoice; e.g. the account to which the payment for the performance is to be paid, is registered as a "**Reliable Bank Account**" within the meaning of §109(2) (c) of Act No.

235/2004 Coll. - Value Added Tax, as amended. If the haulage operator finds out that the payment is required for a non-reliable bank account within the time of the invoice maturity, the haulage operator is entitled to pay for the transport only after sending the invoice with the account number specified in the bank account register, in the meaning of §109(2) (c) of Act No. 235/2004 Coll. - Value Added Tax, as amended. The haulage operator shall be entitled to charge the carrier with the contractual penalty referred to in Article IV(c) for breach of this obligation.

- f. In case RKL, as a recipient of the taxable transaction in accordance with legal regulations, pays a tax of the taxable transaction which is subject to this contract, to the tax administrator on behalf of the provider of the taxable transaction, such payment of tax to the tax administrator shall be deemed to be the payment of performance under this contract.

#### **IV. Data Privacy**

- a. When providing our services, we process data for both customers and suppliers. Some data of such kind may be considered as personal data. The customer or supplier is meant as an "administrator of personal data" in relation to this processing (within the meaning of the EU Directive No.95/46/EC - protection of personal data; and also within the meaning of Act No.101/2000 Coll. - protection of personal data, amended in certain laws); and RKL Opava will act as a "processor of the personal data". RKL Opava may use subcontractors for this processing.
- b. RKL OPAVA will also process and use certain data (both personal and other data) obtained from the Services for its own purposes. To the extent in which this processing concerns personal data, RKL OPAVA acts as the administrator of personal data for such processing. The supplier undertakes to inform his/her drivers; and is obliged to provide the maximum possible cooperation to obtain consent to the aforesaid processing from each driver using the Services, unless other authorization is applicable by law. The Supplier is obliged to keep these consents and to present or provide them immediately upon request of RKL OPAVA. If any driver of the supplier fails to provide his/her consent or revokes the granted consent, the supplier is not entitled to allow such the driver to use the services of RKL OPAVA. Failure to provide such consent or withdraw from the consent pursuant to the preceding sentence shall constitute a reason for immediate withdrawal of RKL OPAVA from this contract.
- c. Consent: The customer and supplier hereby expressly authorizes RKL OPAVA to process and use all data collected on the basis of concluded contracts and purchase orders. It also includes personal data related to the customer and supplier, such as business name, contact person, his/her address, telephone number, fax number and e-mail. Furthermore, both the customer and supplier provide their consent to RKL OPAVA to process data obtained from the supplier's or customer's vehicles and from the services; for instance the data from vehicles taken from computer systems for RKL OPAVA's own purposes.
- d. By signing the contract for transportation services or by withdrawing, making available, installing or otherwise using the services, the customer or supplier confirm that he/she has read and understood the terms and conditions and agrees that the terms and conditions as amended by RKL Opava are binding for him/her.

#### **V. Further and Final Arrangements**

- a. The haulage operator may request a special interest for delivery of cargo / consignment (in the meaning of Art.26 of CMR Convention). In case of a special interest, the special interest together with the so-called amount for negotiating the special interest and other conditions will be stated by the haulage operator in the contract for transportation services. The carrier is obliged to accept the transport mode of special interest.
- b. The carrier undertakes to protect the customer's rights and he/she also undertakes not to compete with any of the carrier's customers or with any carrier's business partner for whom he/she provides transport services on behalf of the haulage operator. For the case referred to in this article, the carrier undertakes he/she will not enter by him/herself or through any other third person to any contract with the same or similar subject matter of the performance for all duration and applicability of the contractual relationship and the contract itself, and for at least one year following the date of termination of the contractual relationship, meaning that he/she will not enter to any contract with any customer of the haulage operator, including the haulage operator's sender or receiver or the haulage operator's business partner, as defined in this contract, or any other unnamed contract with the purpose or effect connected to transport of goods for a customer of the haulage operator or a business partner of the haulage operator. If the carrier breaches (fails to observe) the arrangement referred to in this paragraph, he/she is obliged to pay the haulage operator (customer) a contractual penalty in the amount of CZK 200,000 for each breach of the contractual obligation. The haulage operator shall be entitled to charge to the carrier a contractual penalty due within 15 days following the date of issuing the invoice by the haulage operator and shall be entitled to unilaterally count up the contractual penalty against any claim of the carrier towards the haulage operator, upon express consent of the carrier.
- c. If the carrier breaches (fails to observe) any contractual agreement referred to in articles 1 or 2 of the contract for transportation services, or in the haulage operator' Terms and Conditions in Article I or Article II. (a) or (b), then the carrier shall be obliged to pay the haulage operator (customer) a contractual penalty in the amount of freight cost, however at least in the amount of CZK 20,000- (twenty thousand CZK), which the haulage operator is entitled to charge to the carrier within 30 days following the date of issuing the invoice by the haulage operator.
- d. Both parties agreed that, differently from § 2050 of Act 89/2012 Coll., the haulage operator is also entitled to get compensation for damage in addition to the right to contractual penalties. Any provision on contractual penalties does not have any impact on any possible damage compensation.
- e. The contracting parties have expressly agreed that the court with jurisdiction to negotiate and resolve all disputes related to this contract or to these terms and conditions is the District Court in Opava or the Regional Court in Ostrava. This contract is governed by Czech legislation (not to be applied in case of transport under the CMR Convention, as well as all international and domestic road transports performed under this contract).
- f. Upon agreement of both the parties, the prescription (limitation) period is stated as the time of 5 years.
- g. Pursuant to applicable and valid law, the contract for transportation services is to be made in electronic form. It shall be signed electronically with the name and surname of a person placing the order. In case of doubt, it is possible to verify the identity of a signing person while using the above-mentioned telephone number of the customer; otherwise the authorized

person is deemed to have signed the contract.

- h.** Divergent provisions in the contract for transportation services shall take precedence over the provisions of these Terms and Conditions.
- i.** By concluding the contract, the carrier expresses his/her consent to the wording of these Terms and Conditions. In case of doubt, the carrier shall be deemed to agree to the wording of these Terms and Conditions at the latest at the moment of hand-over of the consignment to the carrier for the purpose of transport. The contracting parties expressly exclude application of any terms and conditions of the carrier to any legal relations arising between them, even if the carrier has in any way referred to them or would refer to them, even though they were known by the carrier.
- j.** These Terms and Conditions are intended to regulate relations between entrepreneurs; § 1798 - § 1800 of the Civil Code shall not be applied in their interpretation and application because the Terms and Conditions are published on the haulage operator's publicly accessible website free of charge and everyone can get acquainted with them at any time. The carrier declares that he/she had opportunity to become sufficiently acquainted with the Terms and Conditions before concluding the contract.
- k.** The carrier shall, within the meaning of § 1794 (2) of the Civil Code, waive the right to demand cancellation of the contract and restoration of the original condition due to possible disproportionate shortening; the carrier also declares that he/she accepts the performance under the contract as agreed, while also declaring that he/she does not consider the amount of transport fee as inadequate against the counter-performance provided.
- l.** Within the meaning of § 1765 (2) of the Civil Code, the carrier assumes the risk of change in circumstances in case that circumstances changed after conclusion of the contract to the extent that the performance under the contract becomes more difficult for him/her.
- m.** Should any provision of these Terms and Conditions be in conflict to cogent provisions effective and in force in the Czech Republic or should it be directly or indirectly contrary to the CMR Convention (in case of shipments to which the CMR Convention applies), then the provisions of these Regulations shall be applied; however, this does not affect validity of other provisions of these Terms and Conditions or validity of these Terms and Conditions as a whole. The contracting parties expressly declare that the provisions of these Terms and Conditions which are deviating from the provisions of the Civil Code are thus deliberately agreed differently; and the contracting parties also declare that according to their good faith and conscience these deviating provisions are not in conflict to good manners, they do not disturb public orders or a right related to position/status of a person, including the right to protect personality; the contracting parties also declare that they have been negotiated fairly.
- n.** The haulage operator shall be entitled to make changes to the terms and conditions, whereas he/she shall notify the carrier of such changes by publishing new terms and conditions in his/her website of [www.rkl.cz](http://www.rkl.cz).

Opava, Suché Lazce, January 30, 2020

The terms and conditions applicable from February 1, 2020 until the moment of being replaced by the new terms and conditions