

## General Terms and Conditions of RKL, spol. s r.o. (hereinafter also referred to as the “GTC”)

Conditions of carriage shall be governed by a sent contract of carriage and other generally applicable and binding regulations valid in the Czech Republic for domestic and international carriage, particularly, but not exclusively, Act No. 111/1994 Coll., on Road Transport, Decree No. 11/1975 Coll., on the Convention on the Contract for the International Carriage of Goods by Road (CMR) and Act No. 89/2012 Coll., the Civil Code.

### **I. Obligations of the Carrier**

- a. The Carrier warrants on its behalf that it holds the necessary permits and licenses for the carriage, that the services will be performed in accordance with applicable legal provisions, social welfare provisions and minimum wage legislation in all countries where the carriage is to be performed.
- b. The Carrier is obliged to provide only a vehicle that is in perfect technical condition, clean and fit for driving. The sleeping area must be free of dust and dirt, odourless, the tarpaulin intact, (housing) watertight. The vehicle shall have active GPS tracking and shall be in a condition that corresponds to the proper technical requirements for the performance of the carriage according to the contract of carriage. The vehicle must be equipped with suitable fastening materials for securing the cargo according to the specified type of cargo, or the Carrier shall be obliged to provide such materials at its own expense at the loading point so that the consignment is secured for the duration of transport in accordance with regulations for safety and protection of the consignment against damage.
- c. The Carrier is obliged to have at its disposal during the transport a sufficient number of fastening aids according to the type of cargo specified, in a quantity of at least 15 undamaged lashing belts and 20 non-slip rubber pads, unless otherwise stated in the contract of carriage.
- d. The Carrier is obliged to ensure that the driver performing the transport for the Carrier has a valid licence and all required training, and is of impeccable character. The Carrier is also responsible for ensuring that the driver meets all epidemiological conditions applicable in the Czech Republic for the duration of transport, as well as in the territory of other countries where transport is performed, and that during transport and the stay in these countries, the driver shall exercise increased caution, observe hygiene and anti-epidemiological measures, and comply with all applicable legislation issued in connection with the COVID-19 pandemic. The Carrier agrees that, upon request, the Shipper shall be entitled to audit and inspect the Carrier's performance of all legal and required agreed obligations.
- e. The goods must be under cover or in housing at all times during carriage so that it is not obvious what goods the Carrier is carrying.
- f. When transporting goods in a temperature-controlled environment, the Carrier guarantees that the vehicle has a valid ATP certificate for a cargo compartment for carrying goods in a temperature-controlled environment and that the driver will observe the prescribed temperature for carriage in the cargo compartment during transport and will constantly check the temperature of the cargo compartment from the cab of the vehicle.
- g. In the case of ADR transport, the Carrier must ensure that the driver and the vehicle are equipped according to applicable legislation and that the driver has a valid licence.
- h. The Carrier's driver must always wear safety boots with steel toecaps and a safety vest, and must always be present during loading and unloading. The driver must always check the number of cargo items and the marking of the consignment, the visible condition of the consignment and the manner in which the consignment is stored and secured in the vehicle. If Carrier's driver is unable to do so, he shall immediately enter a written reservation in the CMR consignment note. The Carrier's driver shall proceed in the same manner in the case of incorrect placement of the consignment. In such a case, the driver shall first notify the sender and if the sender does not reload the consignment, the Carrier shall immediately inform the shipper and make a written reservation in the CMR consignment note.
- i. The Carrier's loaded canvas vehicle must be secured against unauthorised entry by a locked customs cable. The box van must be fitted with locks on all doors and these locks must be locked at all times during transport.
- j. Parking of the Carrier's loaded vehicle is only allowed on property with 24-hour security or a monitored car park. If this is not possible even with all due diligence, the vehicle may only be parked in designated public areas intended for parking vehicles, e.g. parking areas at petrol stations, customs stations, airports, and railway stations that are continuously illuminated with lights.
- k. The Carrier's vehicle must be locked at all times when parked and the vehicle must have a specified safety device in operation.
- l. Parking of the Carrier's vehicle is always and only possible with the driver permanently present. In single-driver transport, the driver must ensure that the time he/she is away is as short as possible and he/she must keep a constant eye on the vehicle.
- m. In two-driver transport, the vehicle must be under the constant supervision of at least one of them.
- n. The Carrier's vehicle must be equipped with a separate functional anti-theft device (not including door locks), e.g. an alarm, immobiliser, satellite tracking system or other device enabling the engine to be locked.

- o. In the event of theft of a vehicle with cargo, or a part thereof, the Carrier must prove and provide verifiable evidence that the vehicle was equipped with a lockable steering wheel, alarm or other immobiliser and that the vehicle had the steering wheel locked and the alarm or immobiliser activated while the vehicle was left unattended.
- p. In the event of theft of a vehicle with cargo, the cargo itself or a part thereof, the Carrier must prove and provide verifiable evidence that all windows, doors and other openings were properly closed and locked while the vehicle was left unattended, that the engine was not left running, and that the driver had the keys to the vehicle and the starting device.
- q. The Carrier may only park an unhitched loaded semi-trailer or trailer on premises with 24-hour security or in a guarded car park with 24-hour security.
- r. In the case of shipments under customs supervision, the Carrier is responsible for the proper execution of customs proceedings, and in the event of damage due to faulty customs proceedings, the Carrier shall be obliged to reimburse the shipper for all damages incurred, including customs debt and fines for customs offences.
- s. The Carrier shall not, without the prior written consent of the shipper, assign any claims against the shipper to a third party and shall not be entitled to impose any liens or security interest on the consignment it carries for the shipper.
- t. The Carrier undertakes to comply with all obligations towards its employees arising from legislation applicable in the territory of the respective state, i.e. minimum wage laws (e.g. MiLoG in Germany, or Loi Macron in France), and possibly other laws concerning employees (e.g. laws on sending employees on business, if applicable in the respective territory, etc.), in particular the obligation to pay the minimum wage in the respective statutory amount, the obligation to provide documentation, etc.

The Carrier is also obliged to comply with the terms of Polish Act No. 708 of 9 March 2017 "On the system of monitoring road transport of goods" as currently in force and if it transports a commodity subject to monitoring under this Act, then the Carrier shall be obliged to notify the shipper before entering the territory of Poland with such a commodity. At the same time, the Carrier is obliged to ensure that such transport complies with the conditions of the above-mentioned Law No. 708.

The Carrier undertakes to impose all the same obligations on its subcontractors. At the shipper's request, the Carrier shall immediately provide written proof of compliance with the above obligations.

- u. In the event that any claims are made against the shipper by third parties as a result of a breach of the obligations under paragraph t. of this Article, the Carrier undertakes to accept and satisfy such claims in full. Alternatively, the shipper may, at its own discretion, demand the payment of an appropriate sum of money as compensation for damages incurred.
- v. The Carrier must not deviate from the planned route during transport (e.g. due to weekend stopping the vehicle at the driver's place of residence), the Carrier must not transship the consignment without the consent of the shipper, and the Carrier must not forward the transport to another carrier.
- w. The Carrier is obliged to **carry out the carriage exclusively by its own vehicle** and is not entitled to transfer the carriage to another carrier without the shipper's prior written consent.
- x. In the case of cabotage transport, the Carrier must be expressly insured against the risk of liability for damage during the cabotage transport.

## II. Insurance

- a. During domestic and international carriage, the Carrier must have valid carrier's liability insurance in accordance with the CMR Convention, which **fully covers its liability** for damages under contracts of carriage, including coverage for all damage to the goods (cargo) being transported, including theft and disappearance of the shipment.
- b. In the case of domestic transport, the Carrier is obliged to have valid insurance for its liability during the transport at least up to the actual value of the goods (cargo) transported, including the risk of theft and disappearance. -If the value of the cargo is not stated in the documents or in the contract of carriage, then insurance must cover a minimum of CZK 2,000,000.00 (two million Czech crowns) excluding VAT.

In the case of international transport, the Carrier is obliged to have valid insurance against its liability during the transport, at least up to the actual value of the goods (cargo) transported, including the risk of theft and disappearance. If the value of the cargo is not stated in the documents or in the contract of carriage, then at least up to the amount of CZK 10,000,000.00 - (in words: ten million Czech crowns) excluding VAT.

- c. The Carrier must have valid road carrier's liability insurance for cabotage transport including the risk of theft and disappearance at the time of the cabotage transport.
- d. In the case of any damage to or insured event of the cargo (transported goods, items, etc.) during any transport, the Carrier must immediately report this to the shipper. This also applies if the consignee writes any reservations in the transport documentation or draws up a damage report with the driver. At the same time, if damage was caused (or suspected to have been caused) by a criminal offence and/or a traffic accident, the Carrier is obliged to report this immediately to the local police authorities and to request written confirmation of the report to the police. According to an agreement between the parties to the contract, the shipper is entitled to suspend the payment of the price of carriage to the Carrier at least until the completion of the liquidation of the insured event, or in the case of greater damage, to suspend other receivables due to the Carrier from the shipper.

### III. Prices and Invoicing

- a. The price for carriage stated in the contract of carriage is the contractual price, which includes all charges related to the carriage. The Carrier shall only be entitled to payment of the contractual price for the carriage if it complies with all the agreed terms and conditions of carriage. The contractual price of the transport includes up to 24 hours of downtime at the loading/unloading point, or up to 48 hours of downtime at the loading/unloading point for transport to CIS countries. This does not apply to border crossings, where any downtime will not be covered.
- b. The Carrier is obliged to deliver an invoice together with the required documents to the customer (shipper) to the address of the shipper's main establishment **no later than 15 days after completing the transport**. If the Carrier fails to deliver the invoice together with all required documents to the customer (shipper) within the agreed time limit, the Carrier shall be obliged to pay the customer (shipper) a contractual penalty of 50% of the transport charge, which the shipper shall be entitled to charge to the Carrier within 30 days of the invoice date. It is further agreed that the arranged invoice maturity period will be cancelled. The shipper shall determine an alternate invoice maturity period by which payment will be made.
- c. The invoice maturity period stated in the contract of carriage shall be valid from the date of delivery of the invoice to the shipper's filing office, including original attachments (2 duly confirmed original CMR sheets, delivery notes according to the specification in the Instructions for Carriers), to the address of **RKL Opava, spol. s r.o. Přerovecká 304/2a, 747 95 Suché Lazce**. No right to payment shall arise prior to the presentation of the agreed documents. **Always quote the number of the Contract of Carriage issued by the shipper in the invoice**. All documents must be duly stamped and signed in the usual manner.
- d. The shipper shall only accept an invoice from the entity to which the Contract for Carriage has been issued.
- e. The Carrier hereby declares that the bank account specified in the invoice to which payment for the transport is to be made is registered as a "**Reliable Bank Account**" within the meaning of Section 109(2)(c) of Act No. 235/2004 Coll. on Value-Added Tax, as amended. If, during the invoice maturity period, the shipper discovers that payment is requested to a bank account other than the Reliable Bank Account, the shipper shall only be obliged to pay for the transport after receiving an invoice with an account number that is listed in the Register of Bank Accounts within the meaning of Section 109(2)(c) of Act No. 235/2004 Coll. on Value-Added Tax, as amended. For a breach of this obligation, the shipper shall be entitled to charge the Carrier the contractual penalty specified in Article IV, paragraph c.
- f. In the event that RKL, as the recipient of the taxable performance, pays tax on the transaction which is the subject matter of this Agreement to a tax administrator on behalf of the supplier of the taxable performance in accordance with statutory and legal regulations, such a tax payment to a tax administrator shall be deemed to be payment for the performance under this Agreement.

### IV. Personal Data Protection

- a. When providing a service, we process data for both the customer and the supplier. Some data may be considered personal data. In relation to this processing, the customer or supplier will be the "personal data controller" (within the meaning of EU Directive 95/46/EC on the Protection of Personal Data and further within the meaning of Act No. 101/2000 Coll., on the Protection of Personal Data and on the Amendment of Certain Acts) and RKL Opava will act as the "personal data processor". It may use subcontractors for such processing.
- b. RKL Opava will also process and use certain data (both personal and other data) obtained from the services to the extent necessary for the performance of the Agreement. To the extent that this processing concerns personal data, RKL Opava shall be the data controller for the processing. The Carrier undertakes to inform its drivers and is obliged to provide the maximum possible cooperation to obtain consent to the abovementioned processing from each driver using the services, unless other permission is required by law. The Carrier is obliged to keep expressions of consent and to submit or provide them to RKL Opava immediately upon request. If a driver of the Carrier does not give consent or withdraws consent, the Carrier shall not be entitled to allow the driver to use the services of RKL Opava. Failure to provide consent or withdrawal of consent according to the previous sentence is reason for immediate withdrawal of RKL Opava from this Agreement.
- c. Consent: The customer and Carrier hereby grant RKL Opava consent to process and use all data collected on the basis of concluded contracts and orders. This also includes personal data concerning the customer and the Carrier, such as the company name, contact person, address, phone number, fax number and e-mail address. The customer and the Carrier also consent to RKL Opava processing data obtained from the Carrier's or the customer's vehicles and the services, e.g. data on vehicles from computer systems for RKL Opava's own use.
- d. By signing a contract of carriage, or by downloading, accessing, installing or otherwise using the services, the customer or the Carrier confirms that he/she has read and understood the terms and conditions and agrees that these terms and conditions as amended by RKL Opava are binding.

### V. Miscellaneous and Final Provisions

- a. The shipper may require a special interest in the delivery of the cargo/shipment (within the meaning of Article 26 of the CMR Convention). In the case of a special interest, the shipper will specify the special interest in the contract of carriage, together with the amount of the special interest and other conditions. The Carrier is obliged to accept the special interest transport scheme.
- b. The Carrier agrees to protect the rights of the customer and not to deal competitively with any customer of the shipper or any business partner of the shipper for whom the Carrier performs transport on behalf of the shipper. For the case referred to in this article, the Carrier undertakes, for the entire duration and validity of the contractual relationship and the contract itself, and for a period of at least one year from the date of termination of the contractual relationship, by itself or through any third party, not to enter into the same or similar contract with any customer of the shipper, including its consignor or consignee, or business partner of the shipper, with the same or similar subject matter as defined in this Agreement or any other unnamed contract whose purpose is/will be the carriage of goods for a customer or business partner of the shipper. If the Carrier breaches (fails to comply with) the provisions referred to in this paragraph, it is obliged to pay the shipper (customer) a contractual penalty of CZK 200,000 (two hundred thousand Czech crowns) for each separate breach of the agreed contractual obligation. The shipper shall be entitled to charge the contractual penalty to the Carrier via an invoice with a maturity period of 15 days from the date of issue, and shall be entitled to set off the contractual penalty unilaterally against any payable that the shipper owes to the Carrier, subject to the express consent of the Carrier.
- c. If the Carrier breaches (fails to comply with) any contractual provisions set out in Articles 1 or 2 of the Contract for Carriage or in Article I or Article II, paragraphs a or b of the shipper's General Terms and Conditions, the Carrier shall be obliged to pay the shipper (customer) a contractual penalty in the amount of the carriage fee, but not less than CZK 20,000 - (in words: twenty thousand Czech crowns), which the shipper shall be entitled to charge to the Carrier via an invoice with a maturity period of 30 days.
- d. Both parties have agreed that, contrary to Section 2050 of Act 89/2012 Coll., the shipper shall be entitled to compensation for damages in addition to the contractual penalty. Any contractual penalty clause shall therefore not affect any compensation for damages.
- e. The Parties expressly agree that the competent court for hearing and deciding on any disputes ensuing from or related to this Agreement or the GTC shall be the District Court in Opava or the Regional Court in Ostrava. This Agreement shall be governed by Czech law and the CMR Convention, as shall all international and domestic road transports carried out on the basis of this Agreement.
- f. According to an agreement between the parties, the limitation period is 5 years.
- g. Contracts of carriage shall be drawn up in electronic form in accordance with relevant and applicable law. They shall be signed electronically with the name and surname of the person making the order. In case of doubt, it is possible to verify the identity of the signatory by calling the customer's telephone number provided above, otherwise it is assumed that the contract has been signed by an authorised person.
- h. Any deviating provisions in the contract of carriage shall prevail over the provisions of these GTC.
- i. By concluding a contract, the Carrier expresses its consent to the wording of these GTC. In case of doubt, the Carrier shall be deemed to have agreed to the wording of these GTC at the latest at the moment of handover of a consignment to the Carrier for carriage. The Parties expressly exclude the application of any terms and conditions of the Carrier to any legal relationship between them, even if the Carrier has referred or refers to them, and even if they are known to the shipper.
- j. The present GTC are intended to regulate relationships between entrepreneurs and the provisions under Sections 1798 to 1800 of the Civil Code shall not apply, since the GTC are accessible on the shipper's public website free of charge and anyone can read them at any time. The Carrier declares that it has had the opportunity to become sufficiently familiar with the GTC before concluding a contract.
- k. Within the meaning of Section 1794(2) of the Civil Code, the Carrier waives the right to request cancellation of the contract and restitution of the original status on the grounds of any disproportionate shortening, and at the same time declares that it accepts the performance under the contract for the agreed carriage charge, as it does not consider the amount of the carriage charge to be grossly disproportionate to the consideration provided.
- l. Under Section 1765(2) of the Civil Code the Carrier assumes the risk of a change in circumstances in the event that circumstances change after the conclusion of a contract to such an extent that performance under the contract becomes more difficult for the Carrier.
- m. If any provisions of these GTC are in conflict with mandatory provisions of laws in force and effect in the Czech Republic, or are directly or indirectly in conflict with the CMR Convention (in the case of carriage to which the CMR Convention applies), then the provisions of those regulations shall apply, but this shall not affect the validity of the other provisions of these GTC or the validity of these GTC as a whole. The Parties expressly declare that any provisions of these GTC that deviate from the provisions of the Civil Code have been deliberately set out in this way, and at the same time, they declare that in line with good faith and conscience, such deviating provisions are not contrary to good morals, do not violate the public order or the law relating to the status of persons, including the right to the protection of personality, and that these provisions have been established honestly. Divergent terms of a contract shall prevail over these GTC.
- n. The shipper is entitled to make changes to the GTC at any time and is obliged to notify the Carrier of such changes by

publishing the new GTC on its website [www.rkl.cz](http://www.rkl.cz) with the proviso that the new GTC shall be effective from that moment.

In Opava, Suché Lazce on 27 January 2023

The GTC are valid from 1 March 2023 until they are replaced by new GTC