

General Terms and Conditions.

These General Terms and Conditions (hereinafter referred to as the "Terms and Conditions") apply to contracts entered into by our company, CROSS SPEED, s.r.o., with its registered office at Branišovice 179, Branišovice 671 77, Reg. No.: 63487748, listed in the Commercial Register maintained by the Regional Court in Brno, File Ref.C 21497 as the service provider, and you as the client for our services. The Terms and Conditions regulate in more detail the relationships established by contracts of carriage entered into between entrepreneurs. They regulate the rights, duties and responsibilities arising under contractual relationships between economic operators involved in the carriage of goods for another's use executed by road freight vehicles, i.e. in road freight carriage. It is deemed appropriate to regulate in more detail the issues implied in legal relationships in domestic and international road freight carriage.

Basic terms:

Contract of Carriage denotes a contract for the carriage of a thing entered into pursuant to Section 2555 of the Civil Code.

Carrier denotes a person who undertakes to carry another's thing for another's use, at a price, within the meaning of Section 2555 of the Civil Code.

Contractual (Responsible) Carrier refers to a carrier who assumes the duty to carry a thing through another carrier within the meaning of Section 1935 of the Civil Code.

Actual (Performing) Carrier denotes the carrier who performs the carriage of things using road vehicles themselves. Where-, under a single contract of carriage, the carriage is conducted by several Actual (Performing) Carriers in succession, each of them assumes responsibility for the completion of the entire carriage, with each successive Carrier becoming a party to that single Contract of Carriage once they accept the thing and the relevant Consignment Note.

Client, or Consignor denotes a person entering into a Contract of Carriage with the Carrier as per Section 2555 of the Civil Code. Whoever transmits the required carriage instructions to the Carrier is regarded as the Client. The Client is the person who transmits the Consignment to the Carrier. The Client is responsible for loading and positioning the thing, unless otherwise specified in the Contract of Carriage or an Order. The Client is indicated in the Consignment Note issued in respect of each carriage of a thing.

Consignor denotes the person commissioning the carriage and paying the Freight to the Carrier. In such a case, the Consignor is a party to the Contract of Carriage. The Consignor typically does not transmit the thing to the Carrier for carriage. The Consignor is usually not indicated as the sender in the Consignment Note. The Consignor may at once be the consignee.

Authorised Person denotes a person who, at any given moment, has the right to dispose of the consignment in carriage or who holds the rights under the Contract of Carriage.

The price for completing the carriage by the Carrier, i.e., the cost of relocating the Consignment under the terms of the Contract for Carriage, is referred to as the **Freight**.

Consignment refers to all goods, movable things, objects and substances carried as cargo for another's use by the Carrier's vehicle. Consignments may be divided truck-load (full truck load) Consignments, individual packages or less-than-truckload Consignments. A less-than-truck-load Consignment is carried along with other consignments.

International Carriage denotes road freight carriage where the place of loading and the place of unloading of the Consignment are located in the territories of two different states or where the place of loading of the Consignment and the place of unloading of the Consignment are situated in the territory of a single state other than the Czech Republic.

Consignment Note denotes a carriage document confirmed by the Carrier confirming the conclusion of a Contract of Carriage; it may include, without limitation, a Consignment Note within the meaning of the CMR Convention, a confirmation of receipt of the Consignment by the Carrier, a bill of lading, a delivery note or any other proof of carriage.

Order refers to the Client's proposal to form a Contract of Carriage with the Carrier, i.e. the Client's Carriage Order placed with the Carrier.

Framework Contract denotes a framework contract laying down the conditions of arranging carriages in international and domestic road freight carriage entered into between the Contracting Parties, the subject of which is the Carrier's duty to complete repeated carriages of Consignments and the corresponding duties of the Client to pay the Freight, where a carriage of a Consignment by the Carrier as per the set conditions constitutes a partial performance under the Framework Contract.

Contracting Parties refer to the Carrier and the Client or the Consignor.

CMR Convention means Minister of Foreign Affairs Decree No. 11/1975 Coll. of 27 November 1974 regarding the Convention on the Contract for the International Carriage of Goods by Road (CMR), as amended.

Domestic Carriage denotes road freight transport where both the place of loading of the Consignment and the place of unloading of the Consignment lie in the territory of the Czech Republic, even if a portion of the carriage takes place through the territory of another state.

We specialise in carriages of movable things using transport vehicles from the place of loading to the place of unloading. **Only where so provided in the Order**, we will also take care of the loading of the things to be carried into the transport vehicle and unloading them at a designated location at the place of unloading.

1. Formation and content of a Contract of Carriage

Unless- otherwise agreed between the Contracting Parties, a Contract of Carriage shall be deemed to have been formed between the Client and the Carrier:

- with the acceptance of a proposal to enter into a Contract of Carriage, where a Carriage Order is regarded as such a proposal;
- with the Carrier's takeover of the Consignment for carriage from the Consignor as per the carriage document.

1.1. The Client may place a Carriage Order in writing, electronically or orally. The Carrier shall confirm receipt of the Order in writing, electronically or orally. Where the Client requires that the receipt of a Carriage Order be confirmed in writing, the Carrier is obliged to comply with the requirement. Electronic communication, which the law identifies as an act made in writing, shall also be regarded as a written confirmation. A written Carriage Order must contain information necessary for the execution and billing of the carriage, including, in particular:

- a) name, address, identification number, tax identification number or telephone number of the Client, e-mail
- b) address of the place of loading; where another person transmits the Consignment for carriage on behalf of the Client, the name and address or telephone number of that person
- c) address of the place of unloading, name and address of the consignee, or phone number
- d) for perishable Consignments, the Order must contain instructions in case the consignee refuses to accept the Consignment
- e) description of the Consignment, i.e. the usual designation of its content and packaging and, where relevant, its designation according to technical or other standards, product lists, catalogues, etc.
- f) where required by the nature of the Consignment, the Order must specify that the Consignment should be treated in a special way during loading, carriage and unloading
- g) number of units forming the Consignment, or number of packages, transport units, pallets, etc.
- h) overall weight of the Consignment and, for bulky Consignments or Consignments longer than 3 m, also dimensions of individual units
- i) special cultural or artistic value of the Consignment, where relevant
- j) required delivery term for the Consignment
- k) where relevant, ban on involvement of another Carrier or an indication making the involvement of other Carriers contingent upon the consent of the Client or Mandator
- l) type and scope of damage to the Consignment, where the Consignment is damaged already at the time of being handed over for carriage (for example, where the Consignment is being dispatched for repair)
- m) type of vehicle required for the carriage or requirement for any special equipment the vehicle must have, or value of the Consignment being carried
- n) indication that the job involves a carriage of used machinery or equipment
- o) date and time of loading required by the Client, who will also indicate in the Order whether or not they will require the pallets replaced
- p) customs documents and information, if the Consignment contains such goods

1.2. The Carrier shall complete the carriage with professional care, subject to the Contract of Carriage entered into and with account taken of the Consignor's information on the nature of the Consignment.

The Client shall communicate to the Carrier, already at the time of negotiating the Contract of Carriage, any information on the nature of the Consignment so that the carriage can be completed with professional care. In particular, the Client shall provide information on the Consignment that is relevant for arranging the carriage. The Client shall inform the Carrier that with regard to its nature or value the Consignment is regarded as sensitive and the Contract of Carriage must be negotiated with increased security conditions.

2. Carriage documentation

2.1. Typically, the carriage document used will be a Consignment Note (CMR note). The carriage document must contain the following data:

- a) place and date of issue
- b) name and address of the Client
- c) name and address of the Carrier
- d) place, date and time of receipt of the Consignment and anticipated place, date and time of delivery
- e) name and address of the consignee; or the address where the Carrier is to report to
- f) usual designation of the type of the Consignment and the type of its packaging; for hazardous goods, the specified designation or other generally recognised designation
- g) number, marks and numbers of individual Consignment units
- h) gross weight of the Consignment or any other quantity indication
- i) amount due from the consignee where the Consignment is subject to cash on delivery
- j) directions relating to customs and other official acts regarding the delivery of the Consignment, where required by law
- k) agreement on carriage in an open vehicle not covered by a tarp
- l) Carrier's confirmation of receipt of the Consignment
- m) value of the Consignment where a higher reimbursement obligation of the Carrier is required than specified.
- n) some other information may also be included in the carriage document where deemed appropriate by the Contracting Parties to the Contract of Carriage (e.g., outstanding costs encumbering the Consignment, the agreed Freight, including other costs, as well as a record of payment of the freight)

2.2. The carriage document shall be issued in at least three counterparts. The counterparts are copies signed by the Client and the Carrier. The carbon copies of the handwritten signatures are regarded to be sufficient as long as there is an imprint of the stamp on all counterparts. The Client, consignee and Carrier shall receive one counterpart each. Unless proven otherwise, a Consignment Note signed by the Contracting Parties serves as proof of the existence and content of the Contract of Carriage as well as of receipt of the Consignment by the Carrier.

2.3. The Consignor must allow the Carrier to make an entry in box 18 of the CMR - Reservations and observations of the Carrier on all counterparts of the CMR note if a situation occurs that must be recorded by the Carrier - e.g. damage to the goods not caused by the Carrier, weather conditions during the handling of the goods, Carrier prevented from inspecting the goods when the latter are being handled

3. Basic rights and duties of the Carrier

3.1. The Carrier understands that the Client has a vested interest in the Carrier's fulfilment of their duties under the Contract of Carriage and/or the Framework Contract so that the carriage can be completed in a proper manner and to the satisfaction of the Client and their customers.

3.2. The Carrier must perform their activities with professional care and make sure to satisfy the Client's interests at a high quality standard and in a cost-effective and careful manner. As part of this activity, the Carrier shall also:

a) take due care of the Consignment entrusted to them and the things they have received from the Client

b) bring the Client's attention to any clear inaccuracies in their directions or to the Client's directions contradicting the applicable law

c) bring the Client's attention to any legal and/or official barriers to the carriage (such as import and export restrictions, embargoes, etc.)

d) be obliged to immediately bring to the Client's attention any public law duties associated with the carriage of the Consignment, unless the Client is demonstrably aware of such duties

e) be obliged to keep valid, throughout the term of the Contract of Carriage and/or Framework Contract, a liability insurance policy covering destruction and loss of or damage to the Consignment, to the extent of the Carrier's liability under the Contract of Carriage and/or Framework Contract and the applicable law

f) report to the Client any circumstances arising in the course of the carriage, which may affect the proper fulfilment of the Carrier's duties; they shall also report to the Client any damage to the Consignment, imminent or actual, as soon as they become aware thereof, and take all steps to either prevent or minimise such damage to the Consignment. For damage caused by circumstances beyond the Carrier's liability, the Carrier undertakes to apply the appropriate claim for damages with their insurer in a timely fashion.

g) only complete the carriage using roadworthy transport vehicles, which are suitable for the carriage of the Consignment concerned subject to the terms of the Contract of Carriage, and the technical condition of which, at the same time, meets the requirements set out under the applicable law

h) complete the carriage through qualified drivers only

f) comply with all laws (including public laws) effective in the territory of the state through which the carriage takes place or is scheduled to take place during the entire carriage period. The Carrier undertakes to ensure compliance with all applicable laws and enforce such compliance on the part of all their contractual partners and all subcontractors who will be involved in the carriage and its procurement in any way. At the request of the Client, the Carrier shall provide proof to the Client to the effect that they comply with all laws (including public laws) in their operations and that they ensure and effectively enforce compliance with all applicable laws on the part of their contractual partners and subcontractors

3.3. The Carrier shall confirm the Order in accordance with these Terms and Conditions at the request of the Client. Order confirmation must include information on the vehicle's registration number.

3.4. The Carrier is obliged to make every effort to meet the carriage deadlines as specified under the Contract of Carriage.

3.5. The Carrier undertakes to complete the carriage in keeping with any directions given in the Order and the Consignment Note. If the documents accompanying the Consignment (e.g. the Consignment

Note) contain data and directions that are different from those in the Order, the Carrier shall bring this inconsistency to the Client's attention and only undertake the carriage after all inconsistencies have been cleared.

3.6. For Domestic Carriage, the Carrier shall send to the Client the consignee's confirmation of delivery of the Consignment within 10 days of unloading the Consignment at the latest.

3.7. In the event of customs clearance, the Carrier shall strictly follow the Client's directions; if the customs clearance cannot be completed according to the Client's directions, the Carrier shall immediately notify the Client and complete the customs clearance in cooperation with the Client.

3.8. If there is a danger of delay, in order to protect the Consignment, the Carrier shall proceed with the clearance even without the Client's directions to ensure the Client's interests and needs are safeguarded to the greatest extent possible; however, where it is possible to request the Client's prior consent, the Carrier shall take further steps and take any acts only once they receive such consent. The Carrier shall immediately notify the Client of any circumstances occurring during the carriage that may affect the proper fulfilment of the Carrier's duties under the Contract of Carriage and/or Framework Contract (such as traffic restrictions, weather changes, waiting times, etc.).

3.9. The Carrier shall be liable for damage to the Consignment in accordance with the provisions of Czech law, in particular the Civil Code and, for Consignments covered by the CMR Convention, in accordance with the provisions of the CMR Convention.

3.10. The Carrier may not carry the Consignment along with other consignments or other goods without the Client's prior written consent.

4. General rights and duties of the Client

4.1. The Client may submit carriage requests to the Carrier through specific Orders at least 24 hours before the requested date of commencement of the carriage.

4.2. In order for the carriage to be procured and the Carrier's obligation fulfilled, the Client undertakes to provide the Carrier with all data and documents necessary for the proper and timely procurement of the carriage of the Consignment. An Order will generally (but not without exception) contain especially the following data:

a) place and date of issue of the Order

b) corporate name and registered office of the Client, including their identification number and tax identification number

c) Carrier's corporate name or name and registered office, including their identification number and tax identification number

d) required place and date and, where applicable, exact time of acceptance of the Consignment for carriage

e) place of destination of the Consignment, date and, where applicable, exact time of arrival of the Consignment at the place of destination

f) common designation of the nature of the Consignment and type of packaging, their generally recognised designation

- g) number of transport units
- h) gross weight of the Consignment
- i) (indicative) overall dimensions of the Consignment
- j) directions required for customs clearance and other official acts
- k) request for the procurement of the carriage of specific Consignments (e.g., carriage of oversized or hazardous goods)
- l) amount and payment date of the Freight
- m) whether the Carrier should also procure the loading of the carried goods into the transport vehicle and the unloading of the carried goods to a specific location at the place of unloading
- n) price of the goods carried in the event of additional reinsurance within the scope of the insurance company

4.3. The Client undertakes to make sure (typically with their customer or other person with whom the Consignment is kept prior to loading) that all documents relating to the Consignment and its carriage are transmitted to the Carrier at the time of the loading, unless agreed otherwise at the place of loading between the Carrier and the Client's customer

4.4. The Client must ensure that the Carrier receives a border or a delivery note (CMR note), duly completed and stamped, as soon as both the loading and unloading operations are completed.

4.5. The Customer shall pay the agreed Freight to the Carrier within the agreed time limit

4.6. The Client may cancel a Carriage Order **at the latest** until its confirmation by the Carrier of the Consignment, but they may only do so along with the payment of a cancellation fee to the Carrier in the amount of EUR 100

4.7. The Client shall state in the Order whether the Carrier should also procure the loading of the carried goods into the transport vehicle and the unloading of the carried goods to a specific location at the place of unloading.

4.8. Where the Client has not stipulated the exact date of unloading in the Order, they shall do so by 3.00 pm on the day preceding the agreed unloading day

4.9. The Client shall promptly notify the Carrier after the conclusion of a Contract of Carriage or Framework Contract of any public-law contracts, provide information on the passability of roads or restrictions related to the carriage of the Consignment (including restrictions on vehicle entry, such as for reasons related to mass, height and type of the Consignment, or construction site restrictions), unless the Carrier is or can be aware of these restrictions; otherwise, the Client shall be liable to the Carrier for any consequences and effects of such omission, including any damage incurred

4.10. The Client undertakes to transmit to the Carrier, at the time of loading the Consignment, all documents, information and correct data relating to the Consignment that are necessary for the execution of the carriage of a particular Consignment as per the Contract of Carriage. If the data stated in the Order

differ from that in the Consignment Note issued, the Client shall remove the inconsistency without undue delay. Until the Client removes the inconsistency, the Client may not require the Carrier to undertake the carriage; on the contrary, the Carrier may refuse to undertake the carriage in such cases and claim reimbursement of any costs incurred in this respect from the Client. The Client shall be liable to the Carrier for any damage incurred by the Carrier as a result of being fined or otherwise sanctioned for a breach of a public law due to incorrect, inaccurate, incomplete or otherwise faulty documents provided by the Client

4.11. The Client is responsible for the proper loading of the Consignment onto the road freight vehicle and for securing the Consignment against any damage during the carriage in accordance with the conditions stipulated under the applicable law. The Client is responsible for ensuring that the Consignment is packed, positioned and loaded in the cargo area of the vehicle in such a way that under normal risks related to the carriage, the Consignment is not damaged and the vehicle is not damaged by the Consignment. The Client understands that the Carrier does not check whether the Consignment is packed in suitable packaging. The Client shall be liable for all damages incurred by the Carrier during the carriage as a result of defective or insufficient packaging of the Consignment.

4.12. In the event of an imminent risk of damage to the Consignment or if actual damage to the Consignment has already occurred, the Client shall promptly transmit to the Carrier any required directions as to how the Consignment should be dealt with and the damage minimised.

4.13. The Client understands that the Carrier offers and arranges the carriage under standard conditions of carriage where the carriage is executed using a road vehicle with one driver who, during the carriage: takes the prescribed safety breaks and parks the vehicle in public car parks intended for vehicles of the given type with account taken of the nature of the cargo. The standard conditions of carriage only apply to the carriage of safe Consignments that are not liable to the risk of theft, it being understood that the Client only foresees a one-man crew for the Carrier's vehicle, which cannot guarantee non-stop monitoring of the vehicle carrying the Consignment. The Client shall communicate to the Carrier that due to its nature or value, the Consignment is regarded as sensitive or otherwise extraordinary.

4.14. At the same time, the Customer understands that guarded car parks where the park operator is responsible for the parked vehicles, including the cargoes, may not always be available and the Carrier provides no warranty to the effect that they will only use guarded car parks. Where the Client requires that certain car parks only be used during the carriage, the Client shall be obliged to ensure such car parks will have a parking place available for the Carrier and designate such car parks on the entire route of the carriage so that the Carrier can use them on the road while respecting all road traffic safety rules. The Client must transmit the list of car parks to the Carrier at the latest at the time of loading the Consignment and indicate this in the Order and the Consignment Note; otherwise, the Client's direction to the Carrier shall not apply and the Carrier will be able to use any car park available on the regular carriage route.

4.15. The Client undertakes to indemnify and hold the Carrier harmless against any damage or other harm incurred by the Carrier as a result of any act, omission or breach of any obligation by the Client or persons authorised by the Client. Similarly, the Client undertakes to indemnify and hold the Carrier harmless against any unlawful condition that may arise as a result of any act, omission or breach of any obligation by the Client, resulting in the emergence of any costs, sanctions or other duties on the part of the Carrier.

4.16. Without the Carrier's consent, the Client may not assign any or all of their receivables from the Carrier to a third party or to pledge, in full or in part, any or all of their receivables from the Carrier in favour of a third party. The Client may not unilaterally set off any of their receivables from the Carrier or any part thereof against the Carrier's receivables.

5. Freight, payment term, invoicing

5.1. At the time of concluding a Contract of Carriage and/or Framework Contract, the Contracting Parties shall agree on the prices of the carriage of Consignments - the Freight.

5.2. The Contracting Parties have agreed that the Carrier shall charge the Freight within 15 (fifteen) days of the date of carriage at the latest, along with all required documents, including, without limitation to, the fiscal receipt, consignee-confirmed original CMR note (for International Carriage) or bill of lading (for Domestic Carriage), original confirmation of delivery of the Consignment to the consignee, confirmed vehicle operation certificate, the original of the Carrier-confirmed Order (free of any changes). The Carrier shall only have the right to charge any extraordinary costs or other contingencies and any other costs on top of the Freight if the Client has agreed to them in advance in writing.

5.3. The Client shall pay the Freight to the Carrier by the due date indicated in each specific invoice at the latest. Where the fiscal receipt indicates a different due date, the Client shall promptly bring this to the attention of the Carrier using the contacts indicated in the invoice.

5.4. By confirming these Terms and Conditions, the Client agrees to the fiscal receipts including annexes being sent electronically to the designated e-mail address communicated by them in writing in advance, unless agreed otherwise.

6. Contractual penalties

6.1. The Contracting Parties have agreed that if the ordering party is late transmitting the Consignment to the Carrier where the Carrier is forced to wait for the Consignment for more than 3 hours beyond the deadline specified in the Order, the Carrier may charge the Consignor a contractual penalty amounting to CZK 1,000 for each commenced hour.

6.2. The Client has the right to cancel a Carriage Order **before it is confirmed by the Carrier**, but in such a case they must do so along with the payment of a cancellation fee to the Carrier in the amount of EUR 100 subject to a 10-day payment term. However, if the Client cancels an Order after the arrival of the Carrier's vehicle at the place of loading, the Client shall pay the Carrier the full price for the carriage.

6.3. Except as specified under 6.2, if the duties under these Terms and Conditions are breached, the Client shall pay to the Carrier a contractual penalty amounting to a half of the Freight agreed under the Contract of Carriage relating to the Client's breach for each individual breach of the Client's duty; in addition, the Client shall compensate any damage incurred in accordance with the present Terms and Conditions and the applicable law.

7. Concluding provisions

7.1. The relations between the Parties not expressly regulated under the present Terms and Conditions, Contract of Carriage and/or Framework Contract or any other contract entered into between the Contracting Parties shall be governed by the relevant provisions of international and Czech law.

7.2. The present Terms and Conditions are intended to regulate relationships between entrepreneurs and the provision under Sections 1798-§1800, Civil Code, shall not be applied to their interpretation and application as the Terms and Conditions are published on the Carrier's public website, free of charge, and everyone has an opportunity to review them at any time. The Client confirms that before entering

into the Contract of Carriage and/or Framework Contract, they had the opportunity to review the Terms and Conditions and to influence the content thereof by preventing the application of certain passages, articles or paragraphs through provisions of the Contract of Carriage and/or Framework Contract.

7.3. The Contracting Parties shall endeavour to resolve any disputes arising out of the Contract of Carriage and/or the Framework Contract amicably in the first place via mutual negotiations with a view to preserving good business relations. If an amicable resolution cannot be reached, either Contracting Party may refer the dispute to the court having the jurisdiction to resolve it.