



OMEXOM GA Energo Ltd. Terms and Conditions of Carriage

Version 3.0, effective from 15 November 2018

Article 1 | Introductory provisions and definition of certain terms

- 1. Sender:** The Sender, as the customer (consignee) ordering the transport of goods (items) in accordance with the Order, is understood to be the company OMEXOM GA Energo s.r.o., Company ID No.: 49196812, with its registered office at Plzeň, Bolevec-Orlík, Na Střilně 1929/8, Postcode: 323 00, registered in the Commercial Register maintained by the Regional Court in Plzeň, Section C, File 4355 (hereinafter referred to as the "Sender").
- 2. Carrier:** The Carrier, as the provider of the transport of goods (items) in accordance with the Order, is defined as the person who has concluded a contract with the Sender for the transport of goods on the basis of the Sender's confirmation of the Order (hereinafter referred to as "Carrier"). The Carrier may be either a natural person or a legal entity.
- 3. Order:** Each Order placed by the Consignor constitutes a proposal to conclude a contract within the meaning of Section 1731 of Act No. 89/2012 Coll., the Civil Code, specifically a contract for the carriage of goods pursuant to Section 2555 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Order"). The Sender's Order is submitted (addressed) by the Sender to the Carrier, usually electronically (by email or fax). A contract for the carriage of goods is concluded upon confirmation of the Order in accordance with Article 2 of these Conditions of Carriage.
- 4. Terms and Conditions of Carriage:** These Terms and Conditions of Carriage of the Shipper constitute the terms and conditions of business pursuant to Section 1751 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"). These Terms and Conditions of Carriage, together with the Sender's Order, govern the contractual terms of the contractual relationship between the Sender and the Carrier, which is established on the basis of the confirmed Order. These Terms and Conditions of Carriage form an integral part of every Order placed by the Sender and are attached to every Order placed by the Sender (hereinafter referred to as the "Terms and Conditions of Carriage").
- 5. Subject of the Order:** On the basis of the confirmed Order (contract for the carriage of goods), the Carrier undertakes to the Sender to transport the goods as a consignment from the place of dispatch (place of loading) to the place of destination (place of unloading), and the Consignor undertakes to pay the Carrier the carriage charge, all in accordance with the terms set out in the Order and these Conditions of Carriage.
- 6. Domestic transport:** If both the place of dispatch and the place of destination of the consignment are within the territory of the Czech Republic, the contractual relationship between the Carrier and the Consignor shall be governed by the Order, these Transport conditions and the relevant Czech

legal regulations, in particular the provisions of Section 2555 et seq. of the Civil Code.

- 7. International carriage:** Where, according to the Order, both the place of dispatch and the place of destination of the consignment are situated in two different countries, the contractual relationship between the Carrier and the Consignor shall be governed by the Order, these Conditions of Carriage and, furthermore, by Decree No. 11/1975 Coll., of the Minister of Foreign Affairs, dated 27 November 1974, on the Convention on the Contract for the International Carriage of Goods by Road (CMR).
- 8. Carrier's Conditions of Carriage:** Unless expressly stated otherwise in the Order, by confirming the Order, the Carrier expresses its unconditional agreement that any general terms and conditions, transport regulations or any other conditions of carriage of the Carrier shall not apply to the relationship established by the Order between the Carrier and the Consignor.
- 9. Contractual Relationships:** These Conditions of Carriage govern and shall govern all contractual relationships between the Consignor and the Carrier established on the basis of the Consignor's Order confirmed by the Carrier. Upon unconditional confirmation of the Order, a contract for the carriage of goods is concluded in accordance with the provisions of Section 2555 et seq. of the Civil Code.

Article 2 | The Sender's Order and its Confirmation

- 1. Contents of the Order:** The Sender's Order shall generally contain: a) the Sender's request for the Carrier to undertake to transport the consignment from the place of dispatch to the place of destination, b) the description of the consignment (e.g. specification of the goods, name, number of items, brand, numbers, weight, type of packaging), c) specification of the place of dispatch – place of loading (country, town, street and house number), d) specification of the place of destination – place of unloading (country, town, street and house number), e) the amount of the carriage charge which the Sender undertakes to pay to the Carrier for the performance of the carriage, f) the loading date and time, g) unloading date and time (date, time), h) an express provision stating that these Conditions of Carriage form part of the Order, and i) any other conditions contained in the Order.
- 2. Confirmation of the Order:** The Carrier is obliged to confirm the Sender's Order unconditionally. A simple electronic, faxed or written communication from the Carrier delivered to the Sender, the content of which is the confirmation of the Order (e.g. the Carrier's email reply confirming receipt of the Order or any other expression of intent to accept the Order), shall suffice for the unconditional confirmation (acceptance) of the Order. The confirmed Order may also be returned to the Sender via email by sending an electronic copy (scan) of the confirmed Order to the Sender's contact email address, i.e. doprava@gaenergo.cz, centralninakup@gaenergo.cz, or to another email address of the Sender from which the Order was delivered to the Carrier. Sending an electronic copy (scan) of the confirmed Order by fax or to the Sender's contact email address shall also be deemed to constitute written confirmation of the Order, without the need to,

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such an email to be provided with a guaranteed electronic signature. Unless the deadline for confirmation (acceptance) of the Order is expressly stated in the Order, it shall be no later than 3 working days from the date of dispatch of the Order by the Sender.

3. **Contract for the Carriage of Goods:** Upon confirmation of the Order, a legally binding relationship (contract for the carriage of goods) is established between the Sender and the Carrier, which is governed by the terms of the Order and these Conditions of Carriage. Acceptance of the confirmed Order takes effect upon delivery of the confirmed Order to the Sender. By accepting the Order, the Carrier confirms that it had a genuine opportunity to influence the content of the basic terms of the Order itself (i.e. the contract for the carriage of goods) and also had the opportunity to influence the terms of these Conditions of Carriage.
4. **Cancellation of the Order:** The Sender reserves the right to revoke (cancel) the Order at any time, no later than the time when the Sender is demonstrably delivered an Order unconditionally confirmed by the Carrier in accordance with paragraph 2.2 above. The Shipper may cancel the confirmed Order (contract for the carriage of goods) with effect from the outset, provided the Sender delivers to the Carrier a written declaration of intent to cancel the confirmed Order no later than 12 hours before the loading time, without the Carrier being entitled to remuneration and also without any claim for compensation (e.g. damages). For the purposes of this provision, an email sent by the Consignor to the Carrier shall also be deemed a written statement of intent, which shall be deemed to have been delivered to the Carrier no later than sixty minutes from the time of its dispatch by the Consignor.
5. **Amendments or deviations from the Order:** The Order constitutes a proposal to conclude a contract for the carriage of goods. A reply containing an amendment or deviation which does not substantially alter the terms of the Order as an offer shall not constitute acceptance, even if the Sender, as the proposer, does not reject such acceptance without undue delay. The Sender, as the proposer, in accordance with Section 1740(3) of the Civil Code, excludes the possibility of accepting the Order (offer) with any amendment or deviation, including those that do not substantially alter the terms of the Order.
6. **Alternative method of accepting the Order:** The Sender's Order shall be deemed to have been unconditionally confirmed (accepted) by the Carrier even where the Carrier actually commences performance of the Order, e.g. by delivering a vehicle to the loading point, or by taking delivery of the Sender's consignment for carriage, or by otherwise acting in accordance with the Order. Where the Carrier has confirmed the Sender's Order with amendments or deviations within the meaning of paragraph 2.5 of this Article, i.e. not unconditionally, but the Carrier actually commences performance of the Order, e.g. by delivering a vehicle to the loading point or taking delivery of the Sender's consignment for transport, the Order shall be deemed to have been unconditionally accepted, and any amendments or deviations

made by the Carrier in the Order shall have no legal consequences or effect.

7. **Scope of the Conditions of Carriage:** The Carrier is obliged to familiarise themselves fully with these Conditions of Carriage prior to confirming any Order. The current version of the Conditions of Carriage is published on the Consignor's website www.gaenergo.cz (under the 'DOCUMENTS' link). By confirming an Order, the Carrier expresses its unreserved and unconditional consent to the contractual relationship established between it and the Consignor on the basis of the confirmed Order (contract for the carriage of goods) being governed by the terms of the Order and these Conditions of Carriage. By confirming the Order, the Carrier confirms that it is fully aware of these Conditions of Carriage.

Article 3 | Conditions of Carriage

1. **Insurance:** Unless the Order expressly provides otherwise, the Carrier must, for the entire duration of the carriage of the consignment in accordance with the Order, have valid insurance against liability for damage to the consigned goods (items) with a **minimum** sum insured of **5,000,000 CZK** (in words: five-million-Czech-koruna) under an '**All risks**' policy (i.e. including insurance covering not only damage to the goods being transported, but in particular also to damage arising from the disappearance of the vehicle with the consignment without proof of its theft by a third party involving the forcible overcoming of an obstacle (missing), as well as to damage arising from the theft of the consignment or part thereof without demonstrable forcible overcoming of the security devices or equipment of the road vehicle serving to protect against such damage). The Carrier is obliged to present the insurance certificate to the Sender upon the latter's request, together with other documents expressly requested by the Sender, e.g. the licence, registration certificate, green card for the vehicle providing the transport, compulsory third-party liability insurance, comprehensive insurance, etc. The risk of damage to the consignment being transported shall be borne by the Carrier throughout the entire period of transport, i.e. from the moment of loading the consignment until the moment of formal unloading of the consignment at the place of unloading.
2. **The Carrier's duty to provide information:** Should any facts or circumstances arise during the course of the carriage which affect or may affect the proper or timely performance of the carriage of the consignment (e.g. delay in loading, theft of the consignment, technical fault with the vehicle, traffic complications, damage to the vehicle, traffic accident, etc. etc.), the Carrier is obliged to inform the Sender of each such fact or circumstance without delay by telephone on: **+420 373 303 111** and subsequently also electronically by email to the Sender's contact email address: doprava@gaenergo.cz centralninakup@gaenergo.cz Any damage (loss) arising from the Carrier's failure to fulfil its obligation under the preceding sentence shall be borne in full by the Carrier. Upon the Sender's request, the Carrier is obliged to provide, without delay, complete and accurate information regarding the transport operation to the Sender's contact email address, in particular regarding the current location of the consignment.

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3. **Notification of loading and unloading of the consignment:** The Carrier is obliged to notify the Sender of the collection of the consignment (loading) and also of the handover of the consignment to the recipient (unloading) in writing, even without an express request from the Sender. For the purposes of fulfilling the aforementioned information obligation under this provision, 'in writing' shall also include communication in electronic form (e.g. to the Sender's contact email address or to the Sender's contact telephone number as specified in clause 3.2 of these Conditions of Carriage).
4. **Amendments to the Conditions of Carriage:** The Carrier is not authorised to amend in any way, without the prior written consent of the Consignor, the Conditions of Carriage contained in the Order, in particular the conditions for the loading and unloading of the consignment being transported, nor the content of the Order itself or these Conditions of Carriage.
5. **Changes to the Order:** The Carrier acknowledges and agrees that the person confirming, on behalf of the Sender, the handover of the consignment that is the subject of the Order is not authorised to make any changes to the content of the confirmed Order (contract for the carriage of goods). Apart from the Sender's statutory representatives, only the person who issued the Order is authorised to amend the terms of the confirmed Order (contract for the carriage of goods) as well as these Conditions of Carriage, and such legal acts must be made exclusively in writing.
6. **Carrier's Driver:** Upon the Sender's request, the Carrier is obliged to provide the mobile telephone number of the Carrier's driver authorised to carry out the transport in accordance with the Order, or **the number of the Carrier's dispatch centre**. The Carrier's driver must be equipped with a mobile phone during transport and must be contactable throughout the entire duration of the shipment's transport. The Carrier is obliged, prior to the commencement of transport, to familiarise the driver carrying out the shipment's transport with all the terms of the Order and these Conditions of Carriage.
7. **Subcontracting of transport:** The Carrier is entitled to subcontract the transport of the consignment under the Order, or any part thereof, i.e. to arrange for its performance by its contractual carrier (sub-carrier, subcontractor) or another third party, only with the prior written consent of the Sender. However, the Carrier remains liable to the Sender for their activities as if the Carrier had performed them itself, i.e. at its own risk, expense and liability.
8. **Sender's Instructions:** The Carrier is obliged to follow the Sender's instructions or orders throughout the entire duration of the shipment's transport. If the Sender's instruction or order is inappropriate or defective, the Carrier is obliged to notify the Sender of this immediately in writing.
9. **Carrier's Vehicle:** The vehicle used by the Carrier to transport the consignment must, throughout the entire transport, meet the Sender's requirements regarding the type of vehicle provided, as well as the nature and character of the consignment being transported. The vehicle used to transport the consignment

must also be fully roadworthy throughout the entire transport period, and its operation must comply with all legislative requirements. The Carrier is obliged to provide a road vehicle at the place of dispatch at the time of loading in a condition suitable for the transport of the consignment, in particular: a clean, dry and empty loading area, an undamaged cover for the loading area (tarpaulin, etc.), equipped with securing devices (straps, struts, etc.) and the possibility of safely installing a seal.

3.10 Vehicle parking: Unless otherwise specified in the Order, the Carrier is authorised to use only guarded car parks or otherwise guarded or secured (protected) parking or storage areas for parking the vehicle, e.g. due to a safety break.

3.11 Interruption of transport: The Consignor is entitled at any time during transport to decide to interrupt the transport, even if they are not the person authorised under the consignment note (waybill). The Consignor is also entitled at any time to withdraw from the confirmed Order (contract for the carriage of goods) with effect from the outset.

Article 4 | Terms of Payment

1. **Entitlement to freight charges:** The Carrier shall be entitled to payment of freight charges upon the proper and timely delivery of the consignment to the destination specified in the Order and upon the handover to the Sender of a consignment note duly confirmed in writing by the consignee. Without a consignment note (bill of lading) duly confirmed by the consignee and handed over to the Consignor, the Carrier's obligation under the confirmed Order (contract for the carriage of goods) cannot be regarded as having been duly fulfilled.
2. **Settlement of carriage charges:** The Carrier is obliged to settle (invoice) the Sender for the carriage charges to which it is entitled **within 5 working days** of the carriage being completed to the destination (place of unloading). An integral part of every tax document issued by the Carrier must be: a) the Order confirmed in writing by the Consignor (i.e. bearing the Carrier's signature and stamp), b) the original consignment note (waybill) duly confirmed in writing by the consignee, c) a record of the vehicle's operation in domestic transport, and d) the CMR consignment note in the case of international transport. The tax document, together with the other documents referred to in the preceding sentence, must be delivered to the Consignor at the address of its registered office as stated in the Commercial Register and also in electronic form to the address centraininakup@gaenergo.cz.
3. **Payment of freight charges:** The due date for the tax document, which legitimately invoices the freight charges in accordance with these Conditions of Carriage, is **60 calendar days** from the date of its delivery to the Consignor. If the supporting documents or any of them referred to in paragraph 4.2 of this article, the due date for the tax document shall not commence until the date of delivery of the last such supporting document.
4. **Claim:** In the event that, during the carriage of a consignment, the consignment or any part thereof is damaged, lost, destroyed or rendered unusable, or any other loss occurs

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In the event of such an incident, the Carrier is entitled to payment of the carriage charge only once (settlement) of such a claim by all participating insurance companies and, furthermore, upon payment of the damage (loss) caused to the Consignor and, where applicable, to third parties, which shall be confirmed in writing by the Consignor to the Carrier as the settlement (closure) of the claim.

Article 5 | Fulfilment of contractual obligations

- 1. Delay in loading:** In the event of a delay by the Carrier in providing a suitable vehicle at the place of loading of the consignment on time, i.e. on the date and at the time specified in the Order, the Carrier undertakes to pay the Sender a contractual penalty amounting to 0.1% of the freight charge (total transport price as per the Order) for each commenced hour of delay, up to a maximum of 100% of the freight charge.
- 2. Delay in unloading:** In the event of a delay by the Carrier in delivering the consignment to the unloading point on time, i.e. by the date and time specified in the Order, the Carrier undertakes to pay the Consignor a contractual penalty of 0.1% of the freight charge (the total transport price as per the Order) for each commenced hour of delay, up to a maximum of 100% of the transport charge.
- 3. Transportation carried out by a third party:** The Carrier is obliged to pay the Consignor a contractual penalty amounting to 50% of the freight charge (i.e. the total transport price as per the Order) in the event that the Carrier arranges the carriage of the consignment under the Order, or any part thereof, without the prior written consent of the Consignor, through its own carrier (sub-carrier or subcontractor) or a third party, i.e. in breach of Article 3(3.7) of these Conditions of Carriage.
- 4. Confidentiality:** The Carrier is obliged to maintain confidentiality regarding all facts of which it becomes aware whilst fulfilling its obligations arising from the confirmed Order (contract for the carriage of goods). In the event of a breach of the duty of confidentiality as set out in the preceding sentence, the Carrier shall be obliged to pay the Consignor a contractual penalty of CZK 100,000 for each individual instance of breach of the duty of confidentiality.
- 5. Compensation for damage:** Payment of any contractual penalty shall in no way affect the Sender's right to compensation for damage (loss) arising from a breach of the obligation secured by the contractual penalty. The contractual penalty shall not be included in the compensation for damage (loss). The Carrier undertakes to ensure that no damage occurs to the consignment during transport, and is obliged to inform the Sender immediately of any risk of such damage occurring. If damage occurs to the consignment, the Carrier is obliged to take the necessary measures and exercise the necessary professional care to minimise the damage and to inform the Sender of this in writing without delay. The Carrier shall be objectively liable for the total or partial loss of the consignment or for damage to it arising from the moment of its acceptance for carriage until the moment of its written delivery to the consignee, as well as for exceeding the carriage time limit.

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Article 6 | General and Final Provisions

- 1. Set-off and Assignment:** The Carrier is entitled to set off its claims against the Sender's claims arising from or based on the Order, exclusively subject to the Sender's prior written consent. The Carrier shall not be entitled, without the prior written consent of the Consignor, to assign this Order or any part thereof to any third party, nor any right, obligation or duty arising or to arise in the future from the confirmed Order (Contract for the Carriage of Goods).
- 2. Right of retention:** The Carrier shall not be entitled, without the prior written consent of the Consignor, to exercise any form of right of retention against the Consignor; in particular, the Carrier shall not be entitled to retain the goods being transported (consignment) and/or goods, or any part thereof or accessories, which are the subject of carriage under the Order or other items handed over by the Consignor to the Carrier (e.g. consignment note, consignment documentation, etc.).
- 3. Disputes:** Any disputes between the Sender and the Carrier arising from the confirmed Order (contract for the carriage of goods) shall be resolved in accordance with Section 89 of Act No. 99/1963 Coll., the Code of Civil Procedure, as amended, at the court which is the Sender's general court at the time of filing the statement of claim.
- 4. Data Protection and the GDPR:** The Carrier confirms that it is aware that, with effect from 25 May 2018, the processing and protection of personal data is regulated by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) by Act No. 101/2000 Coll., on the protection of personal data, as amended (hereinafter referred to as the "Regulation" or also "GDPR") and also by related legislation. Both contracting parties undertake to act in accordance with the Regulation and related legislation when performing the contract for the carriage of goods. When performing the contract and carrying out related activities, such as in particular the conclusion of the contract, communication between the representatives of the contracting parties and their employees, the fulfilment of obligations and legal duties arising from the contract, either party may be the recipient of personal data relating to the other party (if the party is a natural person), or to the representatives, employees or agents of the other party (if the party is a legal person) (hereinafter referred to as "personal data"). In addition to acting as a recipient, either party to the contract may also act as a controller or processor of personal data, where so provided by the Regulation or related legislation.

Each of the contracting parties is obliged to fulfil the obligations arising from the Regulation or related legislation in relation to the handling and protection of personal data, in particular the fulfilment of the duty to inform the data subject. Recipient



personal data undertakes to ensure an adequate level of protection of personal data and the rights of the data subject in accordance with the Regulation and related legislation. Furthermore, any recipient of personal data provided (made available) to them in connection with the Contract shall process such data only for the purposes of fulfilling the contract, or for the purposes of legitimate interests, or on other legal grounds. The Carrier, as a potential recipient of personal data or a potential processor thereof, is obliged, upon written request from the Sender, within 30 calendar days of the request being made: a) to provide, in writing, details of the method of protection of the personal data transferred (made available), including a description of the technical and organisational measures adopted to ensure the protection of personal data, b) state in writing whether the transferred (disclosed) personal data is being processed and, if so, in what specific manner, c) provide in writing any information arising from Article 14(1) and (2) of the Regulation, d) to fulfil all legal obligations relating to the rights exercised by the data subject in accordance with the Regulation and related legislation, and to issue the Sender with written confirmation of such fulfilment.

5. **Other provisions:** The Carrier assumes the risk of a change in circumstances within the meaning of Sections 1765 and 1766 of the Civil Code. Notwithstanding the provisions of Section 2569 of the Civil Code, the contracting parties have agreed that where the law specifies a period of
of 6 months, a period of 12 months is agreed in its place.

Furthermore, the contracting parties have agreed that the relationship established by the confirmed Order (contract for the carriage of goods) is not subject to the provisions of Sections 2570 and 2571 of Act No. 89/2012, the Civil Code, as amended. The contracting parties also declare that neither of them is considered the weaker contracting party. In accordance with the second sentence of Section 1801 of the Civil Code, the contracting parties, as traders, have agreed to exclude the application of Sections 1799 and 1800 of the Civil Code.

6. **Validity and Effectiveness of the Terms and Conditions of Carriage:** These Terms and Conditions of Carriage shall enter into force and become effective on **15 November 2018**. The Supplier reserves the right to make any amendments to these Terms and Conditions of Carriage. Any amendment to the Terms and Conditions of Carriage shall not affect the contractual relationship that arose during the period of validity of the previous version of the Terms and Conditions of Carriage. The Sender's current Terms and Conditions of Carriage are also published and made available on the Sender's website: The current version of the Terms and Conditions of Carriage is published on the Sender's website www.gaenergo.cz (under the 'DOCUMENTS' link).

In Plzeň on 15 November 2018

OMEXOM GA Energo s.r.o.

Zdeněk Židek, signed, Managing Director

OMEXOM GA Energo s.r.o.

Ing. Aleš Uldrych, signed,

Managing Director

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