# General Terms and Conditions of Geis CZ s.r.o. (hereinafter "Forwarder") – System of domestic and international transport of pallet and individual package shipments

The subject of these General Terms and Conditions ("GTC") is the obligation of the Forwarder, in the Forwarder's own name and at the Principal's expense, to arrange the transport of shipment(s) from place of shipment takeover to its delivery place and as needed to arrange or carry out tasks related to transport, and t If the shipment is delivered in the Czech Republic, then the recipient shall indicate on the receipt his/her full name in block letters, sign the document he Principal agrees to pay the Forwarder remuneration for these services under the terms further defined herein. The most recent wording hereof, including the most recent versions of standard price lists, can be found at the Forwarder's website www.geis-group.cz. These GTC are an integral part of each forwarding contract entered into between the Forwarder and Principal. The forwarding contract shall become binding upon the Forwarder's receipt of the Principal's order (or forwarding instruction), and the forwarding contract shall take effect upon the takeover of the shipment(s) by the Forwarder or a carrier authorized by the Forwarder. The GTC define the rights and obligations of the Forwarder and the Principal, which are not defined by the forwarding contract. The wording of the written forwarding contract shall have priority over the wording hereof. The written forwarding contract, the subject of which shall be provision of repeated transport, shall be considered a framework agreement, and each individual order placed by the Principal shall represent partial fulfilment of this contract. The Principal's order, the form of which shall be specified by the Forwarder, must be in written form, and for the purposes hereof electronic form shall also be considered written form. The Forwarder is authorised to make changes to these GTC and to standard price lists, fees, etc., and is required to notify the Principal of such change by making such changes public at www.geis-group.cz, no later than 30 days before they come into effect. Changes to these GTC, price lists, fees, etc. may be rejected by the Principal, in which case the Principal may terminate the forwarding contract, but no later than within one week from when they come into effect. The Principal and the Forwarder have agreed that the Principal shall continuously monitor the Forwarder's website and become familiar with its updated wording, including the wording hereof and price lists, fees, etc., at least once per month. Unless otherwise stated in the written forwarding contract, the Principal hereby declares to have become well familiar with the updated wording of the GTC and the standard price lists, fees, etc. and expresses approval of them by submitting an order and/or by handing over a shipment for transport. The provisions of Section 2474 of the Civil Code may be applied to these GTC when the Forwarder takes on the role of carrier.

## 1. Definition of transport system

For this transport system the following definition of shipments applies: maximum weight of the whole shipment is 2,500 kg, maximum weight of one piece is 1,200 kg, if the weight of one piece is over 650 kg, the Principal is obliged to inform the Forwarder of the technical conditions at loading and unloading. The maximum height of one shipment piece is 2.20 m, maximum length of one shipment piece is 3 m, maximum volume of the whole shipment is 10 $m^3$, minimum volumetric conversion of shipments occupying an area on the vehicle of up to 4 euro pallets (3.84 m2) is in the ratio of 1 m3 = 250 kg, for larger shipments it is at least at the ratio of 1 ldm = 1,250 kg (unit of 1 ldm equals 2.4m x 1 m of vehicle loading length). The respective conversion ratio used is governed by the data specified in the valid standard price list of the Forwarder.

For the system of domestic and international transport of pallet and individual package shipments, the following applies: 1) Shipment may also consist of multiple items. 2) Principal (sender) and/or recipient may only be a legal entity, particularly a business corporation, public corporation or business operator pursuant to the provisions of Section 420 et seq. of the Civil Code with accessible permanent premises and set business hours. If the recipient does not meet these conditions, then this is the so-called Home Delivery mode, i.e. delivery to a private address, where the Principal is obliged to indicate this fact in the transport order. All shipments in the Home Delivery mode are governed by separate GTC, which are published on the Forwarder's website at www.geis-group.cz.

## 2. Shipments excluded from transport

a) Those exceeding the dimension and weight limits specified in section 1.
b) Those missing necessary details about the sender or the recipient of the shipment (or – in the Home Delivery - if the recipient's telephone contact is missing).
c) Those containing goods with an extremely high value, such as precious metals and products made of them, artistic and antique items, collections, banknotes, coins, securities, bills of exchange, credit cards, etc.
d) Those containing goods which are not protected, packaged or secured in a manner corresponding to their weight, shape, properties or character. Those containing goods which could damage other shipments or could damage the shipping and transport equipment of the Forwarder or carrier, or which could be damaged by this equipment. Those that contain goods that could jeopardise the lives, health or property of employees of the Forwarder or of the carrier.

These provisions shall also apply when these properties or the character of shipment, the unsatisfactory or unsuitable condition of its packaging or of its securing, etc. appear only later during transport or after physical takeover of such shipment by the Forwarder or carrier. The Forwarder shall agree with the Principal on the method of further handling of such shipments. However, if the Forwarder and the Principal do not reach an agreement on further approach, the Principal shall be considered without reservation to have recognised the legitimacy of the approach taken by the Forwarder and/or the carrier authorized by the Forwarder, including the completeness, sufficiency and unquestionability of evidence (particularly photographs) provided to the Principal by the Forwarder or the carrier authorized by the Forwarder.

e) Shipments containing goods subject to excise duty, such as alcohol or tobacco products.
f) Shipments containing goods subject to controlled temperatures, plants, easily perishable goods (such as perishable food products), live animals and organisms, human or animal organs or remains, waste, hazardous substances, firearms ammunition, drugs or goods subject to a ban on import/export or any restrictions or embargoes.
g) COD shipments with COD of more than CZK 200,000 (EUR 5,000 in SK).
h) Shipments which are addressee only.
i) For international transport, shipments containing food, alcohol, goods subject to veterinary and phyto inspection, customs record goods and/or goods transported in ATA-carnet mode, COD shipments (for destinations not specified in standard price lists) and/or to be paid by recipient/EXW (EXW term is for illustration purposes only, not identification of Delivery Clause pursuant to Incoterms) and shipments with hazardous goods as defined by ADR Convention - unless otherwise expressly agreed by the Forwarder and the Principal.

The Principal shall be liable for any damages that arise for the Forwarder and/or the carrier, if the Principal has handed over for transport any items excluded from transport.

**3. Standard transport time**

Standard transport time for shipments shall be governed by the terms stated in the most recently updated standard price list of the Forwarder. The Forwarder shall transport shipments within the standard delivery time. The standard delivery time shall be understood as the period during which the Forwarder usually delivers a shipment to the recipient, unless any special or unexpected situations arise during the arrangement or performance of transport. The usual standard transport time will not need to be adhered to if the Principal or recipient of the shipment does not provide the Forwarder (or does not provide on time) any documents or information necessary for arrangement or performance of transport, customs clearance, shipment delivery or if the conditions specified herein are not fulfilled, or if the Forwarder's or carrier's specific instructions are not followed.

**4. Conditions for acceptance of shipments for transport**

In accordance with the provisions of Section 1744 of the Civil Code, shipments are picked up by the Forwarder (or a carrier authorized by the Forwarder) for arrangement (and/or performance) of transport based on an electronic (data) order or written (e-mail) order, the form of which shall be set by the Forwarder. A written (e-mail) order must contain the exact address for loading (pick-up) and unloading (delivery) of the shipment, the sender's and recipient's telephone contact information, the weight and dimensions of the shipment, the date of loading (pick-up), full identification of the party paying for shipping/transport and all other details essential for arrangement and performance of transport, including the information specified herein. The order must be issued no later than on the business day preceding the required loading date. The Principal may also hand over the shipment for transport directly at one of the Forwarder's branches, during business days between 9 a.m. and 7 p.m. The Principal agrees that the shipment will be prepared by the sender for takeover for transport as soon as the vehicle is docked and that the acceptance of the shipment by the recipient will take place promptly after the vehicle has been made available at the recipient's location. Otherwise, the Forwarder shall not be required to take care of loading or unloading of the shipment, and the Forwarder shall be entitled to reimbursement for costs provably incurred by the Forwarder or an authorized carrier in connection therewith. Upon loading and unloading of the shipment, the Principal is required to ensure cooperation from the sender and recipient of the shipment with the carrier authorized by the Forwarder, except for specific additional services that may be agreed upon. The place of takeover of the shipment by the Forwarder refers to the place of physical takeover (loading) of the shipment by the Forwarder or carrier authorized by the Forwarder.

The Principal must provide for shipment (each loading piece):

a) The exact address of the sender and recipient (including the correct postal code), always on the largest side of the shipment.
b) Identification labels for transport of hazardous goods (if their transport has been specifically permitted by the Forwarder), along with other details provided by the Principal (sender) as required by applicable law.
c) For customs clearance shipments, the Principal shall be required to ensure handover to the Forwarder of all documents necessary for customs clearance.

d) Packaging and securing of the shipment, so that the contents is fully protected from damage and shifting, and shipment packaging provides sufficient protection for standard handling used in the system of transport of pallet and individual package shipments.
e) Packaging with all previous transport tags, labels and other information removed, which if left in place could prevent, jeopardise or complicate transport (and delivery) of the shipment or render it impossible.
f) Handling labels corresponding to the character of the shipment and its correct handling method.
The following conditions jointly apply to the provisions of letters b) and c) above: The Principal is responsible for ensuring the accuracy and completeness of these documents and for damages arising for the Forwarder and/or for third parties as a result of their potential inaccuracy or incompleteness. Neither the Forwarder nor the carrier shall be required to check the completeness and accuracy of these documents.

Shipments with a total value of more than CZK 500,000 can be transported only based on an individual written agreement between the Principal and the Forwarder, and for transport of such shipments the Principal must specify in the order the type of transported goods and their actual value. For transport of shipments with a value greater than CZK 500,000, the Forwarder strongly recommends that the Principal alone or through the Forwarder arranges insurance coverage for the transported shipments for their full actual value.

**5. Shipment delivery and takeover by the recipient**

Shipment delivery place means the place that is designated as the place of delivery for the specific transport service offered by the Forwarder. Unless otherwise specified, the place of shipment delivery is the place (address) where the shipment is physically taken over by the recipient from the carrier authorized by the forwarder. The shipment shall be delivered past the first door of the recipient's premises provided the place of delivery allows for handling by pallet-truck. Otherwise, the place of shipment takeover is the edge of the vehicle (tail lift) of the carrier authorised by the Forwarder. The recipient shall be required to confirm shipment receipt in the Forwarder's document, which will be submitted for such purpose. If the shipment is delivered within the Czech Republic, the recipient shall indicate his/her name and surname in block letters, supply his/her signature, to which they shall affix his/her company stamp. In case there is no stamp available or the recipient is a natural person (for the Home Delivery mode), then identity card number (or passport number - for non-residents in the Czech Republic) must be indicated. The shipment may also be handed over to a person who is 18 years of age and over residing at the delivery address at the time of delivery, whereby this person is obliged, in addition to fulfilling the obligations of the recipient of the shipment, to indicate in the respective document their relationship to the person receiving the shipment(e.g. son, spouse, etc.). The shipment recipient is not entitled to request that the shipment already transported be forwarded to another address. The Forwarder shall not be liable for any potential damage caused to the Principal, the Recipient or other persons which may arise as a result of the above methods of delivery. The Forwarder accepts changes to the delivery instructions (including forwarding) made solely in writing (by email) by the Principal.

**6. Cash on delivery (COD) shipments**

For domestic and selected international shipments, the ordering party may require delivery of the consignment to the receiver with cash on delivery (COD), only provided that a written FC has been concluded.) The requirements to transport a shipment with payment on delivery are the value of this payment (for international shipments in the currency of the country of delivery), including the variable payment symbol, the ordering party is also obliged to note this both in the order and in the handover protocol, the form of which is determined by the forwarder (hereinafter referred to as the handover protocol). The forwarder will not accept any other way of ordering the COD service. The request for delivery of the shipment to the receiver with COD cannot be cancelled or modified in any way during the transport. In the event that the ordering party uses data transmission, the method of ordering the service is governed by point 9 of these GTC. The forwarder undertakes to transfer the amount from the collected cash on delivery to the ordering party's account specified in the FC within 7 working days from delivery of the shipment. In the event of failure to fulfil any of the above obligations by the ordering party, the forwarder does not guarantee the fulfilment of its obligations.
Payment by credit card (contactless payment only) - the service is available for all COD shipments delivered in the Czech Republic and to selected countries where the freight forwarder offers this service. The service can be completely deactivated for all shipments sent by individual written agreement. Only customers with data transmission can use the payment card (contactless) service for their recipients. When paying COD by credit card (contactless), the sender will be charged a card payment fee in addition to the COD service price, which is governed by the sender's price list.

**7. Fee for arrangement of transport and performance of tasks related to transport**

The Principal shall be required to pay the Forwarder the transport fees (i.e. the price including all services and fees related to transport). The transport fees shall be due upon takeover of the shipment for transport. If the shipment is undeliverable or if it is rejected by the recipient, or if the recipient does not exist, any extra costs arising in connection therewith (such as for the return of the shipment, delivery at a time other than a usual delivery time, for shipment disposal, storage fees,

etc.) intended for payment to the Principal must be paid according to the Forwarder's instructions without reservation. Unless expressly specified (in a written forwarding contract), all payments, fees, costs, extra costs, damages etc. related to arrangement or performance of transport which would normally be or are expected to be paid by the recipient shall be paid by the Principal without reservation (if the recipient fails to pay them). The provisions of Section 1769 of the Civil Code shall apply to such situations. As a rule, domestic transport fees include two attempts to deliver the shipment. The Principal may request payment of the transport costs in cash upon delivery of the shipment (EXW). The Principal is obliged to indicate this service in the handover protocol. The Forwarder will not take any other form of ordering EXW service into account. If the Principal uses data transfer, then the way of ordering the service will be governed by section 9 hereof. Refused or undeliverable shipments will be sent back to the Principal within seven business days after the first delivery attempt, and the Principal shall be required to perform payment of the transport fee also for shipments for which the recipient refuses to pay transport fees or the COD amount due in cash. If the recipient refuses to pay, if the recipient does not exist, if the recipient has refused to accept the shipment or if the shipment cannot be delivered due to reasons not caused by the Forwarder or a carrier authorized by the Forwarder, the Principal shall be required to pay the amounts that the recipient has refused to pay upon delivery of the returned item in cash, unless the Principal and the Forwarder agree on a different arrangement. For shipments marked by the sender EXW, a possible quantity discount applied to the Principal cannot be provided. The Principal agrees to electronic invoicing. Electronic invoices will be sent to the email address provided by the Principal to the Forwarder in writing.

If the Principal (sender) does not declare the arrangement of transport as Home Delivery (Standard or Premium), but the delivery is in fact of this type (shipment to a private recipient), the Forwarder has the unconditional right to charge the additional price according to the pricelist for Home Delivery Standard or Home Delivery Premium transport services, and any other demonstrable related costs. The Principal grants consent for electronic invoicing. Electronic invoices will be sent to the e-mail address provided to the Forwarder in writing by the Principal.

For shipments with mandatory customs proceedings, the Principal shall always be responsible for covering the costs related to customs clearance, if such step is required by applicable legislation or by the Principal. The Principal shall also be required to reimburse the Forwarder for any costs arising in connection with customs clearance (customs declaration, duties, taxes, etc.), if the recipient refuses to pay these costs.

Transport fees shall be calculated based on the most recently updated standard price lists of the Forwarder valid for this system of domestic and international transport of pallet and individual package shipments. The transport fees may also be set out in an individual price list, valid only after it has been signed by the Principal and the Forwarder. Otherwise, the standard price list shall always apply. Any changes made by the Forwarder to standard price lists in the area of transport zones and regions defined by postal code ranges shall also be binding for individual price lists. If a change of a previous already effective individual price list is involved, the original individual price list shall lose validity on the date when the new individual price list comes into effect. If the Principal does not use the Forwarder's service for which the Forwarder had set individual terms for more than **6 months**, the Forwarder has the right to unilaterally change the individual terms of the given service to the standard terms currently specified on the Forwarder's website. All price offers shall be valid for 60 days from the date of their submission, unless a different validity period is specified in the offer.

For setting of transport fees based on the weight of a shipment, the weight determined by the Forwarder shall be decisive. If the Forwarder determines a differing weight of a shipment, then the Forwarder reserves the right to change the calculation of transport fees, even without notifying the Principal. Also, if differing dimensions of the shipment are discovered, the Forwarder reserves the right to bill transport fees based on volume conversion even without notifying the Principal in advance. The Principal shall be entitled to submit a claim regarding inaccurate details or amounts specified on an invoice issued by the Forwarder for transport of shipments and other services, but must do so at the latest within 30 days from the date of delivery of the invoice to the Principal. If the Principal submits a claim regarding the invoiced amount after more than 30 days and also demands a financial settlement (the positive difference between the erroneously billed amount and the amount that should have been billed) after the expiration of this deadline, the Forwarder shall be entitled to be paid a contractual fine by the Principal equal to the demanded financial settlement amount.

Unless otherwise agreed upon in the forwarding contract, the Forwarder shall also bill the following fees for each shipment:

a) A fuel surcharge, the valid amount of which is published for this service every month at www.geis-group.cz. The fuel surcharge may differ for domestic and international transport by road. This surcharge shall be calculated from the net price of transport (without VAT) according to the Forwarder's valid price list without inclusion of additional fees.
b) Road toll, the current amount of which is published at www.geis-group.cz for the system of domestic and international transport of pallet and individual package shipments.
c) Surcharges for services that the Principal has additionally ordered for that shipment beyond the scope of the concluded shipping contract, or that required delivery of the shipment abroad.

From April 1 of each calendar year, the price of transport shall be increased by the inflation rate announced by the Czech Statistical Office, which corresponds to the increase in the average annual consumer price index in the previous calendar year compared to the calendar year before. The minimum annual increase is 1.5%. The price thus increased will be the basis for calculating the new price after the end of the following calendar year.

If the Principal is in default on payment of any claim owed to the Forwarder for a period exceeding 30 days after the due date and fails to pay such claim even within an additional 30-day grace period granted by the Forwarder in a written demand for payment (hereinafter referred to as the "Demand"), the Forwarder is entitled to suspend the provision of all services to the Principal under the contract. At the same time, the Principal is entitled to withdraw from the contract. The Forwarder will be notified of these rights in the written Notice.

**8. Guarantees and claims**

The Forwarder shall be liable for damages arising during arrangement of transport and the Forwarder shall have a compensation obligation directly based on and in the scope defined in these GTC.
The Forwarder shall not be liable for damages:

a) which could not be averted even with exercise of professional care usually exercised in transport services or if the breach of the Forwarder's obligations has been caused by circumstances excluding liability,
b) which have arisen in connection with transport of a shipment which was handed over in a manner that conflicts with the provisions of applicable legislation or these GTC,
c) which have been caused by the Principal, sender or recipient of the shipment,
d) which have been caused by defective or unsatisfactory packaging or securing of the shipment, or unsuitable wrapping or securing of the shipment,
e) which have been caused by failure to label the shipment or by wrong or inadequate shipment labelling (according to the provisions hereof),
f) which have been caused by a defect or properties of the shipment or its natural character, though any of them become apparent only later during the shipment transport,
g) which have arisen at the time when the shipment was not under the Forwarder's control,
h) which have arisen directly, indirectly or subsequently (including extra costs, lost profit, contractual fines, penalties, etc.) as a result of damage, destruction or loss of the shipment or as a result of non-fulfilment of the usual transport time and/or late delivery of the shipment.

The claimant shall be required to claim discovered defects and to exercise entitlement to compensation for damages from the Forwarder always and only in writing and immediately after the conclusion of transport. The Principal is required to ensure that the shipment is visually inspected by the recipient upon takeover. For claim settlement of visible damage or partial loos of shipment, a specific reservation must be indicated in FCR or damage must be documented. For damages during shipment receipt which are not readily apparent, the claim processing periods shall be governed by legislation applicable for the forwarding contract. Claims submitted later might not be taken into consideration. The Forwarder must be given the opportunity to become personally acquainted with the scope and type of damage, and any further handling of the damaged shipment must be done in accordance with the Forwarder's instructions. Unless otherwise specified herein, the Forwarder shall be responsible for arranging the transport, and any damages arising during the transport shall be claimed by the Forwarder in the Forwarder's own name and to the Principal's account. When claims are made against carriers, the Principal shall be required to cooperate (particularly by providing documents relating to the shipment as basis for making claims against carriers, such as documentation of shipment value, etc.). Claims against carriers shall be governed by applicable regulations valid for contracts on transport of goods. In the event of damage, destruction or loss of a shipment during arrangement and performance of transport, the Forwarder will compensate for damages at the purchase price of the goods, but maximally up to the amount pursuant to Art. 8,33 of the CMR Convention, i.e. SDR 1 per 1 kg of gross weight of the transported shipment. If the Principal proves damage to the shipment arising as a result of late delivery thereof, the Forwarder's compensation obligation will be maximally up to the value of the transport fee. When claim to compensation for damages is laid in relation to the Forwarder, the Principal (Principal´s statutory representative) shall be required in a clear and indisputable manner to prove the extent and value of arisen damages. The Principal shall be fully liable for any damages arising for the Forwarder or the carrier, if the Principal has handed over for transport a shipment that does not comply with or breaches the requirements set herein, including any extra costs that may arise for the Forwarder or carrier in connection therewith. The Principal shall be required to reimburse the Forwarder and/or carrier for arising damages or costs (such as for disposal of goods) promptly upon request. Neither the Forwarder nor a carrier authorized by the Forwarder shall be liable to claimants for any damages arising in relation to transport of shipments that have been handed over at variance with the provisions of applicable legislation or these terms, and such damages shall also be excluded from indemnity.

If the transported shipment contains any goods that are not new (such as refurbished goods), then compensation for damages will be based on the depreciation tables for the respective goods (see www.geis-group.cz). For shipments containing goods sent for repair, their acquisition price indicated on the sales receipt for the transported goods, will be always reduced by 20% and the respective depreciation. For shipments containing repaired goods sent from repair, only depreciation according to depreciation tables will be deducted from the acquisition price.

**Shipment insurance**

The Principal may, based on a written agreement with the Forwarder, have the shipment insured (and for such cases the coverage terms specified at www.geis-group.cz shall apply). This insurance may also be for a higher value than the Forwarder's liability specified herein. The Forwarder shall insure the shipment only if this has been agreed upon in advance with the Principal. The transport fee in such case shall be increased by insurance fee. The Principal is required to declare the insured value in the handover note. If the Principal breaches this requirement, the Forwarder shall not be required to arrange insurance of the goods. Mere specification of the value of the shipment by the Principal shall not constitute an instruction for the Forwarder to insure the shipment. If the Principal uses data transfer, then the way of arranging this service shall be governed by section 9 hereof.

**9. Customers using data transfer**

The Principal may use the Forwarder's IT services. In such case, the Principal shall be responsible for sending of all data to the Forwarder's IT system. In the event of non-delivery of data (electronic orders/transport instructions) to the Forwarder's IT system, the Forwarder shall not be liable for services ordered electronically by the Principal. This provision shall apply even if the Forwarder or carrier authorized by the Forwarder at the time of transport of the shipment was provided with a paper form (order/transport instructions) in which the requirements for the Forwarder's services are specified. If the contents of the data (electronic order/transport instructions) do not match the contents of the paper form (order/transport instructions), the electronic form shall be given priority.

**10. Personal data protection**

The Forwarder undertakes to treat all the data of the data subjects that he receives from the Principal for the purpose of performing transportation or related services and which have the character of personal data, in accordance with the valid legislation of the Czech Republic and EU, and not to use them for any purpose other than the performance of this Contract for the benefit of the data subject, in accordance with Article 6 par. 1) lit. (b) of EU Regulation No 2016/679.

**11. Joint provisions**

The Contracting Parties hereby jointly declare that any provisions hereof which derogate from the provisions of the Civil Code have been agreed upon knowingly, and they also declare that based on their good faith and awareness such derogating provisions do not conflict with ethics, do not disrupt public order and do not interfere with any rights relating to any persons' positions, including the right to protection of anyone's reputation, and that they have been agreed upon honestly.

References to the Civil Code used herein refer to Act No. 89/2012 Coll., the Czech Civil Code.

Any declarations about invalidity of any of the provisions hereof shall not invalidate these Terms as a whole.

These Terms are dated 25 November 2026 and shall take effect on 1 January 2027.