

## General Terms and Conditions of Geis CZ Air+Sea s.r.o. (hereinafter referred to as the “forwarder”)

The subject of these General Terms and Conditions (hereinafter referred to as GTC) is the obligation of the forwarder, Geis CZ Air+Sea s.r.o., to arrange, on its own behalf and on behalf of the ordering party, for the transport of the shipment from a specific place (place of loading/shipment) to another specific place (place of unloading/receiving) and, where applicable, to arrange or perform acts related to the transport (herein referred to as “additional services”). The ordering party undertakes to pay the forwarder a fee for these (forwarding) services, under the terms and conditions further set out in these GTC. In these GTC (or in the forwarding contract) it is possible to apply the provisions of § 2474 Civil Code as amended (hereafter referred to as the “CC”) where the forwarder enters into the position of carrier. In the alternative, the provisions on obligations under command-type contracts (§ 2430 et seq. CC) and the provisions on the commission (§ 2455 et seq. CC).

The current version of the GTC is published on the website of the forwarder [www.geis-group.cz](http://www.geis-group.cz) in the section air and sea transport. These GTC form an integral part of every forwarding contract concluded between the above mentioned forwarder and the ordering party. The validity of the forwarding contract shall commence upon acceptance of the order (or the forwarding order) by the ordering party. The effectiveness of this contract shall commence upon acceptance of the shipment by the forwarder or its authorised carrier. The forwarding contract or the order of the ordering party (i.e. the forwarding order) must be constituted in written (email) form. The GTC stipulate the rights and obligations of the forwarder and the ordering party which are not regulated by a written forwarding contract. The wording of the written forwarding contract takes precedence over the wording of the GTC. A written forwarding contract - the subject of which is the ensuring of repeated transports - is considered to be a framework contract while its partial performance is to arrange transport according to each individual order (forwarding order).

The forwarder is entitled to make changes to the GTC and is obliged to inform the ordering party of these changes by publishing the new GTC on [www.geis-group.cz](http://www.geis-group.cz) in the section air and sea transport no later than 14 calendar days before they become effective. The ordering party is entitled to reject changes to the GTC and to terminate the forwarding contract for this reason within one week of the change becoming effective. The terminated contract expires at the moment of delivery of the notice to the forwarder. The ordering party and the forwarder have agreed that the ordering party undertakes to continuously monitor the forwarder's website and become acquainted with its current wording, including the wording of the GTC, at least once a weekly. Unless otherwise stated in the written forwarding contract, the ordering party declares that it is familiar with the current version of the GTC and unconditionally agrees to the GTC in the form of submitting an order (forwarding order) or a shipment for transport. The forwarder and the ordering party agree that for the purposes of their contractual relationship, these GTC shall be deemed to be expressed in writing.

### 1. Definition of Products (Transport Services)

**A. System of Domestic and International Transport of Pallet and Piece Shipments.** The following definitions of shipments apply to this transport system: The maximum weight of the whole shipment is 2,500 kg, the maximum weight of one piece of the shipment is 1,200 kg; if the weight of one piece exceeds 650 kg, the ordering party is obliged to inform the forwarder of the technical conditions at loading and unloading. Max. height of one piece of shipment is 2.20 m, max. length of one piece of shipment is 3 m, max. volume of the whole shipment is 10 m<sup>3</sup>, minimum volume conversion of shipments occupying the area on the vehicle up to 4 Euro pallets (3.84 m<sup>2</sup>) is in the ratio 1 m<sup>3</sup> = 250 kg, for larger shipments it is at least in the ratio 1 ldm = 1250 kg (unit 1 ldm = 2.4 m x 1 m of vehicle length). The specific conversion rate used is governed by the information set out in the applicable standard price list of the forwarder available at [www.geis-group.cz](http://www.geis-group.cz). The system of domestic and international transport of pallet and piece shipments is governed by separate GTC published on [www.geis-group.cz](http://www.geis-group.cz) in the section pallet transport.

### B. Air Transport

Air transport of all shipments is subject to dimensional and weight limitations per shipment according to the specific capabilities of the air carriers. A parcel, crate, box, piece, etc. with a maximum weight of 300 kg is considered to be one piece of a standard shipment. One piece of a standard shipment has a maximum height of 110 cm, maximum length of 200 cm (2 m), while the maximum volume of the entire shipment is 10 m<sup>3</sup> with volume conversion of shipments 1 m<sup>3</sup> = 167 kg. The shipment can also be a Euro pallet (the dimensions are 120 cm X 80 cm X height 110 cm and max. total weight is 300 kg). The shipment is normally considered stackable, otherwise the ordering party is obliged to notify the forwarder in writing. When the weight of 1 piece of the shipment exceeds 650 kg, the ordering party is obliged to inform the forwarder of the technical conditions at loading and unloading. The volumetric weight of a standard shipment for this product is in the ratio 1:6000 (i.e., length x width x height in cm / 6000). The eventual transport of shipments with other characteristics (dimensions and weight) is carried out exclusively on request at [air.sea@geis.cz](mailto:air.sea@geis.cz). Air transport of all shipments accepted by the forwarder for transport is subject to subsequent confirmation (acceptance) of the possibility of transport by the air carrier (in particular confirmation of the specific current capacity of the carrier). The forwarder therefore reserves the right to refuse final confirmation of the shipment. The ordering party is obliged to pack, secure and equip the shipment to comply with the air transport and regulations/regulations of the given transport destinations (fumigation, licenses, etc.). Failure by the ordering party to comply with these conditions may be subject to financial penalties by the forwarder, including compensation for damages incurred by the forwarder, the carrier or possibly other entities. Pricing conditions for air freight are communicated by the forwarder only upon request of the ordering party at [air.sea@geis.cz](mailto:air.sea@geis.cz). Price quotations and subsequent conditions (data) stated on the forwarding order are indicative because the actual (or final) price of the transport may be influenced by subsequent changes in fuel (FSC/MYC) and other surcharges (e.g. SCC/MOC), as well as by the actual dimensions (or so-called volumetric weight) or the actual weight of the shipment at the time of transport.

### C. LCL Maritime Transport

Less than Container Load (LCL) sea freight is the transportation of lump shipments (subsequently bundled into containers) subject to restrictions. A single piece of a standard shipment (unit, crate, package, pallet) may not have a total weight greater than 2500 kg, each such single piece of LCL shipment being considered stackable by default. For shipments larger in weight or volume, an “overweight surcharge” will be applied. The ordering party is obliged to inform the forwarder in writing of any restrictions on the handling of the shipment at loading/unloading. During sea LCL shipments, the shipments are calculated on the basis of the volumetric weight: Length X width X height in metres where the result is cbm (m<sup>3</sup>). To determine the calculation of freight charges when the size of the shipment is less than 1 cbm (m<sup>3</sup>),

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the minimum quantity of 1 m<sup>3</sup> (the so-called minimum) is calculated with the assumption that 1 m<sup>3</sup> = 1000 kg. For shipment values exceeding CZK 500,000, the forwarder charges the ordering party a guarantee for the guarantee of the customs debt in the amount of 0.1% of the so-called CIF value of the shipment. Sea transport of LCL shipments accepted for transport by the forwarder is subject to subsequent confirmation/acceptance of the possibility to carry out the transport by the maritime carrier (in particular confirmation of the specific current capacity of the carrier). The forwarder therefore reserves the right to refuse to arrange carriage of the shipment. The ordering party is obliged to pack and equip the shipment in such a way that it complies with the maritime transport in collecting containers and the regulations/regulations in force/applicable at the respective shipping destinations (fumigation, licenses, etc.). Failure by the ordering party to comply with these conditions may be subject to financial penalties by the forwarder, including compensation for damages incurred by the forwarder, the ocean carrier or possibly other entities. Pricing terms for ocean LCL shipments are communicated by the forwarder only upon request of the ordering party at [air.sea@geis.cz](mailto:air.sea@geis.cz). Price quotations and subsequent conditions (data) indicated on the forwarding order are indicative because the actual (or final) price of the transport may be affected by subsequent changes in fuel (BAF) and other surcharges (e.g. CAF, security) or the introduction of a seasonal surcharge PSS or GRI at the time of transport, as well as the actual dimensions (or so-called volumetric weight) or the actual weight of the shipment at the time of transport.

#### **D. FCL Maritime Transport**

Full Container Load (FCL) sea freight is a full container shipment where the smallest unit (piece) transported is one ISO 1C container (i.e. 1 TEU or 20' container). Sea transport of FCL shipments accepted by the forwarder for transport is subject to subsequent confirmation/acceptance of the possibility of transport by the sea carrier (in particular confirmation of the specific current capacity of the carrier and the availability of empty containers). The forwarder therefore reserves the right to refuse to arrange carriage of the shipment. The ordering party is obliged to pack, secure and equip the shipment in such a way that it complies with the maritime transport in containers and the regulations/regulations at the respective shipping destinations (fumigation, licenses, etc.). Failure by the ordering party to comply with these conditions may be subject to financial penalties by the forwarder, including compensation for damages incurred by the forwarder, the ocean carrier or possibly other entities. Pricing terms for ocean FCL shipments are communicated by the forwarder only upon request of the ordering party at [air.sea@geis.cz](mailto:air.sea@geis.cz). Price quotations and subsequent conditions (data) indicated on the forwarding order are indicative because the actual (or final) price of the transport may be influenced both by subsequent changes in fuel (BAF) and other surcharges (e.g. CAF, security) or the introduction of a seasonal surcharge PSS or GRI at the time of the transport, as well as by the volume of goods transported (e.g. the need to use a different type of container) or the actual weight of the shipment at the time of the transport.

#### **E. Road Transport FTL (or FCL)**

Road transport of FTL (Full Truck Load) shipments describes the transport of full truckload shipments, i.e. it is a transport where the smallest unit (piece) transported is the capacity (transport volume) of one semi-trailer or trailer set.

Road transport of FTL shipments accepted by the forwarder for transport is subject to subsequent confirmation/acceptance of the possibility of transport by the road carrier (in particular confirmation of the specific current capacity of the carrier or availability of empty containers). The forwarder therefore reserves the right to refuse to arrange carriage of the shipment. The ordering party is obliged to pack, secure and equip the shipment in such a way that it complies with the road transport and possibly also with the regulations/regulations at the given transport destinations (fumigation, licenses, etc.). Failure by the ordering party to comply with these conditions may be subject to financial penalties by the forwarder, including compensation for damages incurred by the forwarder, the road carrier or possibly other entities. Pricing conditions for road FTL shipments are communicated by the forwarder only upon request of the ordering party at [air.sea@geis.cz](mailto:air.sea@geis.cz). Price offers and subsequent conditions (data) indicated on the forwarding order are indicative because the actual (or final) price of the transport may be influenced both by subsequent changes in fuel (BAF) and other surcharges (e.g. CAF) or the introduction of a seasonal surcharge PSS or GRI at the time of the transport, as well as by the volume of goods transported (e.g. the need to use a different type of road transport) or the actual weight of the shipment at the time of the transport.

#### **F. Rail Transport FCL**

Full rail transport is carried out as FCL transport of containers loaded on rail wagons. The smallest piece transported is one ISO 1A - 1 FEU container or 40' HC container. Rail transport of FCL shipments accepted by the forwarder for transport is subject to subsequent confirmation/acceptance of the possibility to carry out the transport by the railway carrier (in particular confirmation of the specific current capacity capabilities of the carrier and the availability of empty rail wagons and containers). The forwarder therefore reserves the right to refuse to arrange carriage of the shipment. The ordering party is obliged to pack, secure and equip the shipment in such a way that it complies with the rail transport in containers and the regulations/regulations at the respective shipping destinations (fumigation, licenses, etc.). Failure by the ordering party to comply with these conditions may be subject to financial penalties by the forwarder, including compensation for damages incurred by the forwarder, the railway carrier or possibly other entities. Pricing terms for FCL rail shipments are communicated by the forwarder only upon request of the ordering party at [air.sea@geis.cz](mailto:air.sea@geis.cz). Price quotations and subsequent conditions (data) indicated on the forwarding order are indicative because the actual (or final) price of the transport may be influenced both by subsequent changes in fuel (BAF) and other surcharges (e.g. CAF, security) or the introduction of a seasonal surcharge PSS or GRI at the time of the transport, as well as by the volume of goods transported (e.g. the need to use a different type of container) or the actual weight of the shipment at the time of the transport.

#### **G. Rail Transport LCL**

Rail transport of LCL lump shipments is carried out by bundling them into whole containers. Therefore, the rail transport of LCL shipments is subject to restrictions. One piece of a standard shipment (unit, crate, parcel, pallet) must have a maximum length of 3 m and a maximum height of 1.8 m. The total weight of the shipment may be a maximum of 3000 kg, with each piece of LCL shipment considered stackable as standard. In the event of the contrary, the ordering party is obliged to inform the forwarder of this fact in writing. For bundling LCL shipments into containers, a maximum pressure of 1500 kg per m<sup>2</sup> on the container floor must be maintained. For shipments larger in weight or volume, an "overweight surcharge" will be applied. The ordering party is obliged to inform the forwarder in writing of any restrictions on the handling of the shipment at loading/unloading. During LCL rail shipments, the volume weight of shipments is calculated as follows: Length X width X height in metres where the result is cbm (m<sup>3</sup>). To determine the calculation of freight charges when the size of the shipment is less than 1 cbm (m<sup>3</sup>), the minimum quantity of 1 m<sup>3</sup> (the so-called minimum) is calculated with the assumption that 1 m<sup>3</sup> =

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500 kg. For shipment values exceeding CZK 500,000, the forwarder charges the ordering party a guarantee for the guarantee of the customs debt in the amount of 0.1% of the so-called CIF value of the shipment. Rail transport of LCL shipments accepted by the forwarder for transport is subject to subsequent confirmation/acceptance of the possibility to carry out the transport by the railway carrier (in particular confirmation of the carrier's actual capacity). The forwarder therefore reserves the right to refuse to arrange carriage of the shipment. The ordering party is obliged to pack and equip the shipment in such a way that it complies with the rail transport in collection containers and the regulations/regulations in force/applicable at the respective transport destinations (fumigation, licences, etc.). Failure by the ordering party to comply with these conditions may be subject to financial penalties by the forwarder, including compensation for damages incurred by the forwarder, the railway carrier or possibly other entities. Pricing terms for LCL rail shipments are communicated by the forwarder only upon request of the ordering party at [air.sea@geis.cz](mailto:air.sea@geis.cz). Price quotations and subsequent conditions (data) indicated on the forwarding order are indicative because the actual (or final) price of the transport may be affected by subsequent changes in fuel (BAF) and other surcharges (e.g. CAF, security) or the introduction of a seasonal surcharge PSS or GRI at the time of transport, as well as the actual dimensions (or so-called volumetric weight) or the actual weight of the shipment at the time of transport.

For the above mentioned transport services, the following applies: 1) A shipment may consist of more than one item. 2) The ordering party, forwarder and recipient may be exclusively legal persons, in particular commercial corporations and public law corporations or an entrepreneur pursuant to the provisions of § 420 et seq. CC with an accessible permanent establishment and fixed operating hours (so-called B2B mode). If the recipient does not meet these conditions, then this is the so-called B2C mode where the ordering party is obliged to indicate this fact in the transport order (forwarding order). Other provisions set out in these GTC also apply to the B2C mode. 3) For all the above modes of transport, the forwarder reserves the right to charge all costs incurred by the forwarder in connection with the procurement and performance of the transport (such as storage, demurrage, detention, inspection fees, additional handling, taxes, duties), including costs incurred during the procurement or performance of the transport. 4) In the event of undeliverability of the shipment, in the event of refusal of the shipment by the recipient or in the absence of a recipient, any extra costs incurred (e.g. for delivery/return delivery, disposal of the shipment, storage costs, etc.) shall be charged to the ordering party who undertakes to pay them in accordance with the instructions of the forwarder without reservation. Unless expressly stated otherwise (in the written FC), all payments, fees, costs, additional costs, damages, etc. related to the procurement or performance of transport, which are expected to be paid or usually paid by the recipient, will be (in case the recipient does not pay) paid by the ordering party. The provisions of § 1769 CC apply in the alternative.

The forwarder shall not be liable for damages incurred by the ordering party due to the insolvency and/or bankruptcy (or similar situation under the relevant legal regulations) of the carrier entrusted - in particular if the delivery of the shipment is delayed for this reason and/or if the next/following carrier (or subsequent carrier/sub-carrier), warehouseman or other beneficiary claims a lien (or retention, etc.) on the shipment. However, the forwarder is obliged to proceed in such a way that the damage to the ordering party is minimised and the delay in delivery of the shipment is minimised. The forwarder shall be entitled and the ordering party shall be obliged to pay the forwarder for all costs incurred for these reasons (e.g. storage, demurrage, detention, inspection fees, additional handling, additional transport, taxes, duties, amounts paid to lienors for the release of the shipment, etc.). Similarly, in the event of a joint casualty declared by the sea carrier, the ordering party is obliged to pay for the provision of a guarantee for payment of the dispatch unless goods insurance has been arranged by the forwarder, see Article 9.

The forwarder is entitled to require prior approval or even prior payment of all costs (i.e. before they are incurred) incurred in accordance with these GTC and/or the forwarding contract. If the ordering party fails to comply with this requirement, the forwarder is entitled to refuse to perform its obligations under these GTC or the forwarding contract until the ordering party has paid the costs or the parties agree otherwise.

## 2. Specification of Shipments Excluded from Transport:

- a) If the forwarder or recipient details are missing.
- b) If they contain goods that have an extremely high price, such as precious metals and products from them, works of art and antiques, collections, banknotes, coins, securities, bills of exchange, credit cards, etc.
- c) Shipments containing goods/items that are not protected, packaged or secured in a manner appropriate to their weight, shape, properties or nature (character) or shipments containing goods/items that could damage other shipments or could damage the forwarder's, carrier's or third party's shipping, transport and handling equipment or could itself be damaged by the equipment used, or goods/things which could endanger the life, health or property of the forwarder or carrier (or third parties) or its employees. This provision also applies if these characteristics or the nature (character) of the shipment, the inadequacy or unsuitability of its packaging or its securing, become apparent only during the transport. The choice of how to proceed with such shipment is entirely up to the forwarder or its authorised carrier. In such cases, the ordering party accepts without reservation the validity of the actions of the forwarder or its authorised carrier, including the completeness, sufficiency and indisputability of the evidence (in particular photographic documentation) provided to the ordering party by the forwarder or its authorised carrier in such matter. The forwarder or the authorised carrier shall be entitled to full compensation in such cases. This provision shall apply unless otherwise agreed by the parties.
- d) If they contain goods subject to a controlled temperature regime, plants, perishable goods (e.g. perishable food), live animals and organisms, human or animal organs and remains, waste, dangerous substances, weapons, ammunition, drugs or goods subject to an import / export ban or any restriction or embargo.
- e) If they contain other goods and substances which, by their nature, are considered unsuitable for procurement or carriage in the freight forwarding or transport industry and are or may be excluded from carriage. The eventual transport of such goods and substances is subject to the individual approval of the forwarder.
- f) International shipments containing food, alcohol, goods subject to health, veterinary and phyto-control, goods for customs entry or goods transported on ATA-carnet, shipments sent COD and/or EXW - this designation is not a designation of the Delivery Clause within the meaning of INCOTERMS, and shipments with dangerous goods according to ADR, RID, IATA DGR, SOLAS or IMDG Code, etc. - unless otherwise expressly agreed by the forwarder or the ordering party.

## 3. Standard Transport Time

The standard transport time means the time during which the shipment is usually delivered to the recipient unless special or unexpected situations arise during the arrangement or transport of the shipment. The usual time of transport of shipments is governed by the

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conditions of the specific product (transport service) or the transport conditions of the carrier performing the specific transport or the possibilities, customs and specific situation given for the specific performance of the transport on a given route or the termination of customs procedures. The usual time of carriage may not be observed if the ordering party or the recipient of the shipment fails to deliver (or fails to deliver on time) to the forwarder all documents or information necessary to arrange or perform carriage, customs clearance, delivery of the shipment, etc., or if the ordering party delivers for carriage a shipment excluded from carriage, or if the conditions contained in these GTC are not met or if the specific instructions of the forwarder or the carrier are not followed on time. In such cases, the forwarder reserves the right to impose a contractual penalty up to the maximum amount of the forwarder's compensation obligation per shipment. The usual time of carriage need not be met, not even in situations which do not depend on the will of the forwarder or its authorised carrier.

#### 4. Conditions for Accepting Shipments for Transport

In accordance with the provisions of § 1744 CC, the shipments are taken over by the forwarder (or its authorised carrier) to arrange (or carry out) the transport on the basis of a confirmation/acceptance: Electronic orders/shipping orders (see [www.geis-group.cz](http://www.geis-group.cz)) or written (email) orders of the ordering party. They can be picked up on a regular basis by agreement of both parties during the operating hours of the forwarder on working days between 8:00 a.m. and 6:00 p.m. The written (email) order (forwarding order), on the basis of which the transport is carried out, must contain the exact address of loading (pick-up) and unloading (delivery) of the shipment, weight and dimensions of the shipment, date (time) of loading, the payer of the freight including its full identification in the sense of the relevant laws and all other data necessary for the procurement and execution of the transport of the shipment. Upon agreement and under the conditions set by the forwarder, the ordering party may also submit the shipment for transportation directly (in person) at the relevant branch of the forwarder. The ordering party undertakes to ensure the readiness of the shipment for its physical loading (pick-up) at the moment of the delivery of the vehicle by the forwarder procured by the carrier and for the unloading (acceptance) of the shipment by the recipient immediately after the vehicle is delivered to the recipient. Otherwise, the forwarder is not obliged to perform the loading (collection) or unloading (delivery) of the shipment while being entitled to reimbursement of costs incurred to the forwarder or its authorised carrier in relation to this. The ordering party is obliged to ensure the interaction of the forwarder and the recipient with the carrier designated by the forwarder during loading (pick-up) and unloading (delivery) of the shipment.

The ordering party is obliged to provide the following for the shipment or its loaded item:

- a) A clearly visible, legible and accurate address of the forwarder and recipient (including the correct postcode).
- b) Marking labels for the carriage of dangerous goods (if this has been permitted by express agreement between the forwarder and the ordering party in accordance with paragraph 2f of these GTC) - the ordering party (forwarder) is obliged to mark such a shipment with the data resulting from the relevant law (international agreement).
- c) In the case of international shipments subject to customs clearance, the ordering party is obliged to ensure that all documents necessary for customs clearance of the shipment are handed over to the forwarder in a timely manner while the ordering party is responsible for the accuracy and completeness of these documents and for any damage caused to the forwarder or third parties as a result. Neither the forwarder nor the authorised carrier shall be obliged to check the completeness and accuracy of these documents.
- d) The shipment must always be packed and secured in such a way that the contents of the shipment are fully protected against destruction, damage, internal movement, leakage, etc. and in such a way that the shipment can be safely handled and transported. This provision always applies with regard to the specific type of product (transport service) used, or the type/characteristics of the transport technology used therein, and with regard to the requirements of the specific transport, including taking into account the particular transport session and any applicable regulations.
- e) If the recipient of the shipment is a natural person (B2C mode), then it must not only contain the recipient's exact address but it must also always contain a reliable phone contact for that natural person.

If the forwarder or a carrier authorised by the forwarder shall find out a different weight, dimensions or volumetric weight of the shipment - other than those specified in the order (forwarding order) - the forwarder reserves the right to change the calculation of the freight charge for such shipment, even without notifying the ordering party.

A shipment with a total value exceeding CZK 500,000 may only be transported on the basis of the actual value (price) of the shipment being stated in the order (forwarding order), the form of which is determined by the forwarder. For shipments with a total price of more than CZK 500,000, the ordering party must also specify the exact type or characteristics of the goods to be transported in the order (forwarding order). The consequences of any failure to comply with these provisions shall be fully borne by the ordering party.

#### 5. Delivery of the Shipment and Its Acceptance by the Recipient

The place of delivery of the shipment means the place designated as the place of delivery for the specific shipping service offered by the forwarder. Unless the place of delivery/delivery of the shipment is otherwise specified, it is the place (address) where the shipment is physically received by the recipient from its authorised carrier. The recipient is obliged to confirm the receipt of the shipment from the forwarder (or its authorised carrier) in the document which will be submitted to the recipient for this purpose. The forwarder shall not be liable to the ordering party, the recipient or other persons for any consequences arising from failure to comply with this obligation. The forwarder accepts a change of instructions concerning the delivery of the shipment (including its resending) exclusively from the ordering party. The recipient of the shipment is not entitled to request that the shipment already transported be forwarded to another address (to another recipient or themselves at another delivery point).

#### 6. Cash on Delivery (COD) Shipments

For domestic and international shipments, the ordering party may require delivery of the shipment to the recipient with cash-on-delivery (COD), only provided that a written FC has been concluded.) Any international cash-on-delivery shipment must be negotiated by the ordering party with the forwarder in advance and the ordering party is subsequently obliged to explicitly specify the cash-on-delivery shipment in the binding order (forwarding order). The ordering party is obliged to indicate the request to transport the shipment on COD and the value of the COD (in the case of an international shipment in the currency of the country of delivery), including the variable symbol of payment, in the order (forwarding order) and in the handover protocol the form of which is determined by the forwarder (hereinafter

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referred to as the handover protocol). COD will not consider any other way of ordering service. The forwarder undertakes to transfer the amount from the collected cash on delivery to the ordering party's account specified in the FC, unless otherwise agreed. In the event of any failure by the ordering party to fulfil any of the above obligations, the forwarder does not guarantee the fulfilment of its obligations and the ordering party shall be liable for any costs incurred.

#### **7. Payment for Transport (Freight Charges)**

The ordering party undertakes to pay the freight charges and other services and charges related to the transport ordered from the forwarder. The forwarder has a lien on the shipment within the meaning of § 2481, possibly also § 2571 CC.

In accordance with § 1359 and § 1360 of the CC, the parties expressly agree that the forwarder is entitled to sell the pledge (shipment) in a manner other than at public auction, namely that the forwarder is entitled to sell the shipment in two ways of its choice, as:

A. Advertising sales: The pledge will be offered for a minimum of 14 days on at least 3 internet advertising servers (websites of 3 advertising service providers) at a purchase price of at least the purchase price of the shipment resulting from the documents for the shipment + 10% (hereinafter referred to as the "default price"). If the pledge is not sold in this manner, the pledge will be offered in the same manner for a further minimum of 14 days without a price being determined, with the pledge being sold to the highest bidder. The forwarder is not entitled to sell the shipment by this advertising method at a price lower than 30% of the default price.

B. Auction: The pledge will be sold by way of a free auction (not an auction according to the Public Auctions Act) through an auction service provider (possibly also by way of an electronic auction), provided that the starting price (minimum price) must be at least 30% of the default price and there must be at least 14 days between the date of publication of the auction and the date of the auction. For the purposes of the sale of collateral, the purchase price means the price at which the ordering party purchased the shipment from its supplier. If this price is not known (in particular because the forwarder does not have any proof of the actual purchase price), for the purpose of selling the shipment in accordance with the above provisions, the default price shall be the normal market price at the given place and time which the forwarder will determine by an expert opinion or expert opinion.

The above-mentioned authorisation and the method of sale of the pledged shipment shall also apply and be agreed upon by the parties in the event of realisation of the right of retention (monetisation of the pledged shipment) within the meaning of Section 1398 CC.

The ordering party is obliged to reimburse the forwarder in full for any costs incurred by the forwarder in connection with the execution of the lien or retention order within 30 days of the forwarder's request for reimbursement. The forwarder may also offset these extra costs against the claims of the ordering party.

The forwarder may also set off counterclaims within the meaning of the applicable provisions of the CC in order to satisfy its claims.

Specific freight charges are calculated according to the current price lists of the forwarder valid for individual products/shipping services (if any for the product/shipping service) published on [www.geis-group.cz](http://www.geis-group.cz) or as a contractual price communicated by the forwarder on the basis of a specific request sent by the ordering party to the forwarder. The price list or contract price is an integral part of every forwarding contract. In the event that the forwarding contract is not concluded in writing as a framework contract, the current basic price list or the specific contractually determined price of the forwarder, determined for a specific product/transport service or for a specific transport ordered by the ordering party, shall apply. Freight and other services and charges associated with the shipment are payable upon (or prior to - depending on the specific product/shipping service or situation) acceptance of the shipment for transport. The forwarder or its authorised carrier may require payment of the freight charge by the recipient in cash upon delivery of the shipment (EXW). The ordering party is obliged to indicate this service in the handover report. Undeliverable or refused shipments will be sent back to the ordering party by the forwarder and the ordering party is obliged to make payment of the freight and charges associated with the shipment, as well as for shipments where the recipient refuses to pay the freight (EXW) or the charges associated with the shipment or COD. For shipments marked EXW by the forwarder, any quantity discount in other cases (shipments) applied by the ordering party cannot be granted. Should the transport of the shipment not be declared by the ordering party (forwarder) as a B2C mode of transport, but is in fact such a transport, the forwarder shall have the unconditional right to be charged the price applicable to the B2C mode of transport and, where applicable, any additional demonstrable associated costs. In the case of shipments subject to compulsory customs procedures, the ordering party is always responsible for the payment of costs associated with the customs clearance of the shipment if this act is required by the relevant law or otherwise demanded of the ordering party. Furthermore, the ordering party is obliged to reimburse the forwarder for all costs associated with the customs clearance of the shipment (customs clearance, customs duties, taxes, etc.), if the recipient refuses to reimburse these costs.

Any specific price offer (calculation) made by the forwarder to the ordering party may become an individual price (or price list) valid for a specific ordering party only after the entry into force of the written (framework) forwarding contract to which such individual price (price list) will be an annex. Until the written (framework) forwarding contract comes into force, the standard/basic (non-discounted) price (or non-discounted price list) of the forwarder for the specific transport service offered shall apply. In the case of a change to a previous individual price (price list) already in force for a particular ordering party, the new individual price (price list) shall only become effective upon the entry into force of the amendment/change to the existing written forwarding contract. The provisions of this paragraph shall apply unless otherwise specified by the forwarder or by a procedure laid down by the forwarder.

#### **8. Guarantees and Complaints**

The forwarder shall be liable for damages incurred in arranging the transport and in carrying out the domestic transport (if the forwarder itself is the carrier - the forwarder's own entry) and shall be liable for compensation solely on the basis and to the extent specified in these GTC. If the forwarder not only procures the international carriage but also performs it as a carrier (so-called right of self-entry), then its liability is governed exclusively by the provisions of the relevant multilateral international conventions on the contract of carriage applicable to the respective carriers in the particular territory concerned. The place of taking over of the shipment by the forwarder means the place of physical acceptance (loading) of the shipment by the forwarder or carrier, which the forwarder has authorised for this purpose. Except by special written agreement made before the commencement of the carriage, the forwarder shall not be liable for loading and unloading (or transshipment) times or for the order of dispatch of the shipment by the same mode (type/method) of transport.

The forwarder is not liable for damages:

a) which it could not avert when taking the usual professional care in forwarding services or when the breach of its duties was caused by circumstances excluding its liability

**The forwarder reserves the right to modify or change these GTC.**

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- b) incurred in connection with the transport of a shipment which was handed over in violation of the provisions of generally binding regulations or these GTC,
- c) caused by the ordering party, the forwarder or the recipient of the shipment,
- d) caused by defective or insufficient packaging or securing of the shipment, or an inappropriate way of packing or securing the shipment,
- e) caused by inappropriate positioning/distribution of individual items within the transport vehicle (e.g. container)
- f) caused by not marking or the incorrect or insufficient marking of the shipment according to the point no. 4 GTC
- g) caused by a defect or the characteristics of the shipment or its natural disposition, even if this only became apparent during the transport of the shipment,
- h) arising at a time when the shipment was not in the physical possession of the forwarder or its authorised carrier
- i) direct, indirect or consequential (including additional costs, lost profits, contractual penalties, fines, etc.) incurred as a result of damage, destruction or loss of the shipment or as a result of non-compliance with the usual transport time or late delivery of the shipment.

The entitled person is obliged to complain about the detected defects and to exercise the right to compensation for damages from the forwarder always in writing only and within the specified time. The ordering party is obliged to ensure that the shipment is visually inspected (checked) by the recipient upon receipt. The recipient is obliged to write down any obvious damage to the shipment in the relevant transport document upon receipt, or to make a claim entry in the specific transport document of the carrier carrying out the transport. A written record of the damage to the shipment signed by the recipient and the person representing the forwarder must always be submitted to settle a claim for obvious damage. The claim period for damage apparently unnoticeable upon receipt of the shipment is 14 days for international air transport (21 days for late delivery), 15 days for sea transport (3 days according to the Hague-Visby Rules), and 7 days for international road transport (21 days for late delivery). Subsequent complaints do will not taken into account by the forwarder. Incompleteness of the shipment or any other breach is also considered as damage. The forwarder or its authorised person must be given the opportunity to personally ascertain the extent and type of damage and further handling of the damaged shipment must be carried out according to the forwarder's instructions.

Unless otherwise stated, the forwarder is not liable for the carriers and any claims against the carriers are made by the forwarder on the written request of the ordering party in its own name and on behalf of the ordering party. When asserting claims against the carrier, the ordering party is obliged to cooperate with the forwarder (especially to provide documents relating to the shipment as a basis for asserting claims against the carrier - e.g. documents on the price of the shipment, etc.). Claims against carriers shall be governed by the regulations applicable to the contract for carriage of the goods and the regulations issued by shipowners (e.g. bill of lading terms), air carriers, ports and other entities authorised by the forwarder for carriage.

In the event of damage, destruction or loss of the shipment during international transport or of the shipment accepted by the forwarder for international transport or for actions related to international transport, the forwarder's compensation obligation for damage to the accepted shipment under these GTC is limited to maximum financial amounts. These maximum financial amounts of the forwarder's compensation obligation are based on the maximum compensation limits applicable to the carrier performing the specific international carriage on the basis of the relevant multilateral international conventions on the contract of carriage. In these cases, they are specifically: CMR Convention - for national and international road freight transport, the Montreal (Warsaw) Convention - for international air freight transport, the Hague Convention, the Hague-Visby Convention, Hamburg - for sea transport or the York-Antwerp Rules (for joint accident in sea transport) and the COTIF/CIM Convention or the SMGS Convention - for international rail freight, possibly depending on the territorial validity of the specific convention, with the maximum amount of the forwarder's compensation obligation always being limited to 500.000,- CZK per shipment. In the event of damage to a shipment caused by late delivery and proven by the ordering party, the forwarder shall also be liable for compensation based on the maximum compensation limits applicable to the carrier carrying out the specific international (road freight and domestic) transport on the basis of the relevant multilateral international conventions on the contract of carriage referred to above but not exceeding CZK 50,000 per delayed (late delivered) shipment. Unless otherwise specified, the forwarder shall not be liable for damages resulting from late delivery of the shipment if it is transported by sea.

In the event of damage (damage, destruction or loss) to a shipment accepted by the forwarder and incurred during domestic transport, the forwarder shall be liable for compensation up to a maximum of CZK 50,000 per shipment and in the event of late delivery of the shipment up to a maximum of the specific freight charge paid by the forwarder for one shipment. These limits on the forwarder's compensation obligation shall apply even if the forwarder itself carries out the domestic transport as a carrier.

When exercising the right to compensation for damage from the forwarder, the ordering party (entitled person) is obliged to clearly prove the extent of damage caused by providing credible written evidence in a clear manner that leaves no doubts. The ordering party is fully liable for any damage incurred by the forwarder or its authorised carrier if the forwarder delivers for carriage a shipment excluded from carriage (see clause 2 of the GTC) or a shipment that does not meet or violates the requirements of these GTC, including any costs incurred by the forwarder or its authorised carrier in this connection. Any costs incurred by the forwarder or its authorised carrier (e.g. disposal of goods) shall be paid by the ordering party without delay in a manner specified by the forwarder upon request of the authorised party.

Neither the forwarder nor its authorised carrier shall be liable to the entitled persons for damages incurred in connection with the transport of shipments which are handed over to them in violation of the provisions of generally binding regulations or these GTC, and these damages are also excluded from their indemnity insurance.

If the transported shipment contains goods that are not new (e.g. refurbished goods), the forwarder will use the given depreciation tables for the relevant goods when compensating the damage (see [www.geis-group.cz](http://www.geis-group.cz)). In the case of shipments containing goods sent for repair, their purchase price stated on the sales document of the transported goods will always be reduced by 20% and also by the appropriate depreciation. For shipments containing repaired goods sent from the repair, only depreciation according to the depreciation tables will be deducted from the purchase price of the goods. The provisions of this paragraph shall apply unless otherwise agreed in writing between the ordering party and the forwarder.

## 9. Shipment Insurance

For shipments, the forwarder strongly recommends that the ordering party, through the forwarder, fully insures the shipment (goods) for its actual cost. The insurance of the shipment is carried out by the ordering party on the basis of a written agreement with the forwarder (the insurance conditions listed at [www.geis-group.cz](http://www.geis-group.cz) apply). The forwarder insures the shipment only if this is agreed in writing with the ordering party in advance - i.e. in such a case the ordering party states its request for insurance in the forwarding order which is sent to the

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forwarder for approval. The request for insurance of the shipment by the forwarder must be duly documented by the ordering party (invoice for the transported goods). In this case, the price of the transport will be increased by the insurance fee. The ordering party is obliged to declare the actual insurance amount (value) of the shipment in the forwarding order. If the ordering party violates these obligations, then the forwarder is not obliged to provide insurance for the goods. The mere indication of the price of the shipment (goods) by the ordering party is not considered as an instruction for the forwarder to insure the shipment.

#### **10. Protection of Personal Data**

The contracting parties have agreed that the ordering party (or a legal person within the scope of these GTC or FC) may be contacted by the forwarder, or a person authorised by the forwarder, in case of marketing or advertising activities, an offer of business cooperation, tenders, announcements or inquiries concerning current cooperation or other business announcements or communications in the form of personal contact or by telephone, written or electronic, or other form of contact and agrees to the use of their contact details for the marketing purposes of the forwarder.

The forwarder undertakes to treat the data of data subjects which it receives from the ordering party for the purpose of performing transport or related services and which have the character of personal data in accordance with the valid legislation of the Czech Republic and the EU and the forwarder will not use them for any purpose other than to fulfil the provisions of the forwarding contract or these GTC for the benefit of data subjects, in accordance with Article 6 (1) (b) of EU Regulation 2016/679.

#### **11. Joint Provisions**

The contracting parties expressly declare that the provisions of these GTC which may deviate from the provisions are thus deliberately deviated and at the same time declare that in their good faith and conscience, these deviating provisions are not contrary to good morals and do not violate public order or law concerning the status of persons, including the protection of personal rights, and are arranged fairly and honestly.

If the abbreviation CC is used in these GTC, it refers to the Civil Code 89/2012 Coll, as amended.

In the event that any provision of these GTC or the written forwarding contract is found to be invalid, the remaining provisions shall remain valid and effective. In such a case, the parties undertake to replace the invalid provisions with new valid provisions, as close as possible in content to the original meaning of the provisions being replaced. Until the invalid provisions are replaced by valid provisions, the provisions of the law closest in content to the actual will of the parties expressed in the GTC or in the written forwarding contract shall apply between the parties.

#### **12. Declaration on COVID-19**

Due to the unforeseen circumstances of the COVID-19 situation, it may happen that the forwarder's authorised carriers will not be able to transport (deliver) the shipments to the ordered airports, ports or destinations according to the instructions given by the ordering party to the forwarders, including meeting the delivery dates. There may also be situations in which it would not be possible to carry out the transport at all, even without prior notification (e.g. border closures). The forwarder and its authorised carriers declare that they accept no liability for the consequences of such a situation and reserve the right to be charged for any costs incurred in connection with this situation.

These GTC are dated 1.9.2022 and come into force on 1.10.2022.

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