



## **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 the 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](http://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](http://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 the transport system**

The following definitions of shipments apply for this transport system: Maximum weight of entire shipment 2,500 kg, maximum weight of one piece within the shipment 1,200 kg; in case 1 piece exceeds 650 kg, the Principal shall be required to inform the Forwarder of the technical conditions of loading and unloading. Maximum height of one piece within the shipment is 2.20 m, maximum length of one piece within the shipment is 3 m, maximum volume of the entire shipment is 10 m<sup>3</sup>, minimum volumetric recalculation for shipments taking up space in vehicle of up to 4 euro pallets (3.84 square metres) is 1 m<sup>3</sup> = 250 kg, and for larger shipments it is a minimum of 1 ldm = 1,250 kg (1 ldm = 2.4 m x 1 m of the loading length of the vehicle). The specific ratio used for this conversion is based on details specified in the Forwarder's valid standard price list.

For the system of domestic and international transport of pallet and individual package shipments, the following shall apply: 1) A shipment may also consist of multiple collis. 2) The Principal (sender) and/or recipient of the shipment 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 an accessible permanent operating facility and set business hours. If the recipient does not fulfil these conditions, then Home Delivery mode, i.e. delivery to a private address, is applied, which the Principal must indicate in the forwarding order. All shipments in Home Delivery mode are governed by separate GTC, which are published on the Forwarder's website at [www.geis-group.cz](http://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 and/or recipient of the shipment (or in Home Delivery mode, 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 that 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 Forwarder's shipping and transport equipment or that of the carrier or could itself be damaged by such 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 duties 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.
- 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 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 unit):

- 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 price 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 price. 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 price.

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

Shipment delivery location shall be understood as the place which is intended as the delivery location for the specific service offered by the Forwarder. Unless the delivery location is specified otherwise, it shall be understood as the place (address) where the shipment is physically taken over by the recipient from the carrier authorised by the Forwarder. The shipment shall be delivered behind the first door of the recipient's operating facility on condition that the delivery place enables forklift handling. Otherwise the takeover location will be the edge of the vehicle (tail lift) of the carrier authorized by the Forwarder. The recipient shall be required to confirm receipt of the shipment in the Forwarder's document, which will be submitted for such purpose. 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 and place his/her company stamp on it. If the stamp is not available, or if the recipient is a natural person (for Home Delivery mode), then the recipient's identity card number (or passport number for non-residents of the Czech Republic) shall be indicated. The shipment may also be handed over to a person who has reached at least 18 years of age and is present at the address intended for shipment delivery at the time of delivery, and that person shall be required besides fulfilling obligations of the recipient also to specify in the document his/her relationship to the intended recipient (e.g. son, spouse, etc.). The shipment recipient is not authorised to require rerouting of an already transported shipment to a different address. The Forwarder shall not be liable for any potential damage caused to the Principal, the Recipient or any other persons, which may have arisen as a result of the aforementioned delivery methods. The Forwarder shall accept a change of delivery instruction for the shipment (including its rerouting) directly from the Principal and only in writing (or by e-mail).

#### **6. COD shipments**

For domestic and selected international transport, the Principal may require shipment delivery to the recipient in cash-on-delivery (COD) mode only if a written forwarding contract is executed. The request for shipment delivery in COD mode and the COD value (for international shipments in the currency of the destination country), including the payment reference number, must be indicated by the Principal in the order and in the handover note, the form of which shall be specified by the Forwarder. The Forwarder will not allow for any other forms of orders for the COD service. The requirement for delivery of a shipment to the recipient under a COD arrangement cannot be cancelled or changed in any way while the transport is in progress. If the Principal uses data transfer, then the way of ordering this service will be governed by section 9 hereof. The Forwarder agrees to transfer the collected COD payment to the Principal's bank account specified in the forwarding contract within 7 business days of shipment delivery. In case any of the obligations specified above are not fulfilled by the Principal, the Forwarder shall not guarantee fulfilment of his obligations.

#### **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. The Principal hereby acknowledges awareness that the Forwarder has a right of lien on the shipment in accordance with Section 2481 of the Civil Code and/or Section 2571 of the Civil Code, and if the transport fee is not paid, the Forwarder shall be entitled to proceed in accordance with Section 1359 et seq. of the Civil Code (pursuant to the provisions of Section 1360 et seq. of



the Civil Code, and the Forwarder as the lien creditor in such situation have agreed with the Principal as the debtor that the creditor may sell the lien in a manner other than in a public auction), or to apply mutual receivables against each other in accordance with relevant provisions of the Civil Code. 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. The transport fees shall cover two delivery attempts for domestic shipments. The Principal may require payment of the transport fee by the recipient in cash upon delivery of the shipment (EXW). The Principal is required to indicate this service in the handover note. No other forms of EXW service orders will be acknowledged by the Forwarder. 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 the transport fee (EXW) or COD amount due in cash. If the recipient refuses to pay the transport fees, fees for other services and fees related to transport, 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 labelled EXW by the sender, no quantity discounts may be provided or applied on the Principal's side. 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](http://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](http://www.geis-group.cz) for the system of domestic and international transport of pallet and individual package shipments.



- c) Surcharges for services which the ordering party additionally ordered for the consignment beyond the scope of the concluded forwarding contract, or which required the delivery of the consignment abroad.

Always from 1 April of every calendar year, the price for transport fees will be increased by the inflation rate declared by the Czech Statistical Office, corresponding to the growth of the average annual consumer price index in the past calendar year compared to the previous calendar year. The minimum yearly increase is 1.5%. The price thus increased will be the basis for calculating the new price after the passing of the next calendar year.

#### **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 loss 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. 23 of the CMR Convention, i.e. SDR 8.33 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 will compensate maximally up to the total value of the specific 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 height 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](http://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](http://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 parties have agreed that the Principal (or a person connected with the Principal within the scope hereof and/or under the forwarding contract) may be contacted by the Forwarder or a person hired by the Forwarder about marketing and/or advertising campaigns, offers of business cooperation, competitions, notices or questions regarding cooperation or other notices or commercial disclosures in person, by phone, in writing or by e-mail or by another contact method, and the Principal grants consent for the use of such contact information for the Forwarder's marketing purposes.

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 21 September 2021 and shall take effect on 1 November 2021.