

Terms of the transport contract:

This transport contract (hereinafter referred to as the “**Contract**”) is concluded between the ordering party, **ZDAR, a.s.**, with its registered office in Žďár nad Sázavou, Jihlavská 759/4, CZ-591 01 Žďár nad Sázavou (hereinafter referred to as the “**Client**”), and the Carrier providing transport services (hereinafter referred to as the “**Carrier**”). The Client and the Carrier are hereinafter jointly referred to as the “**Contracting Parties**”.

- 1) The Carrier must have valid Carrier liability insurance for the given type of transport, which fully covers its liability, at least up to the amount of CZK (Czech crowns) 10 million, including loss of the shipment or part thereof and insurance under Article 24 of the CMR Convention. The Carrier undertakes to include a clause for Article 24 of the CMR Convention in the consignment note on behalf of the Client up to the above-mentioned value of the shipment, otherwise it shall state the amount of CZK 10 million, thereby confirming its agreement with this arrangement.
- 2) Without the written consent of the Client, nothing may be added to the load or transferred to another vehicle, and the Carrier may not use a subcontractor or assistant to perform the transport without the written consent of the Client.
- 3) In the event of any problems or uncertainties during transport, including threats to the agreed transport dates, the Carrier is obliged to inform the Client of these facts without delay. The Carrier is obliged to inform the Client of any discrepancy during transport with this contract and must keep the Client informed of the progress of transport (exact time of loading, downtime, customs clearance, unloading, etc.).
- 4) The Client requires that this transport contract be concluded in writing as a matter of priority, and if the Carrier does not confirm the wording of the contract in writing but provides a vehicle for loading and the contracting authority loads it, then the content of this contract is implicitly confirmed by both parties, and this contract accurately the agreed terms of the agreed transport contract.
- 5) The invoice for transport is payable within 60 days of receipt of 1 copy of the confirmed original consignment notes and a valid invoice from the Carrier. All documents must be duly confirmed and stamped in the usual manner, otherwise delivery is not considered valid. For the first order, the Carrier shall also send its license, VAT certificate, and insurance contract. The Carrier is obliged to deliver the invoice together with the required documents to the Client without undue delay, electronically within 10 days after the end of transport, to the email address: faktura.spedice@zdar.cz.
- 6) Downtime for which the Client is responsible will be reimbursed only at a flat rate of CZK 300 per day and only if duly documented by confirmation of the downtime and reasons for the downtime. At the same time, the Client must be informed of the downtime immediately in writing, no later than 24 hours after it occurs. Downtime during loading or unloading not exceeding 24 hours in each individual case is already included in the price of transport.
- 7) The Carrier is obliged to be present during loading and unloading, to check the number of items and the marking of the consignment, both in accordance with this contract and the transport document, the apparent condition of the consignment, the packaging of the consignment, and the manner in which the consignment is stored on the vehicle. The Carrier must report any discrepancies to the Client immediately. If the Carrier is unable to do so, they shall enter a written reservation in the consignment note, not only with numbers, but also in words, with justification. The Carrier shall proceed in the same manner in the event of incorrect storage of the shipment, where it shall first notify the sender and, if the sender does not transfer the shipment, the Carrier shall inform the Client and enter a written reservation in the consignment note. The consignment note shall be completed by the Carrier in accordance with the instructions of the Client, and if the consignor has not provided the Carrier with the consignment note, the Carrier shall submit it to the consignor at its own expense and issue it, including a record of the agreed amount of the clause under Article 24 of the CMR Convention.
- 8) The Carrier is obliged to transport the shipment with the utmost care so that the shipment is exposed to the least possible risk during transport, in particular to carefully select the method of transport, the type of vehicle, the transport route and the places for parking the vehicle, and, depending on the nature of the shipment, to ensure the protection of the shipment when the vehicle is parked. The Carrier must always consider the shipment to be very valuable, unless expressly stated otherwise by the Client. The Carrier is obliged to carry out the transport in accordance with the legal regulations of all countries through which the shipment will pass during transport.
- 9) The Carrier is obliged to have the necessary securing materials available at the time of loading to secure the cargo, according to the type of cargo specified. Alternatively, the Carrier is obliged to procure this material at its own expense at the time of loading so that the shipment is secured in accordance with safety regulations. The Carrier is obliged to properly carry out all customs and similar procedures performed during the transport. If the Client concludes a transport contract with the Carrier and any damage occurs due to the Carrier's failure to comply with the Client's instructions, the Carrier promises the Client that it will compensate the Client for the damage incurred.
- 10) The stated price for transport is a contractual price that includes all fees related to the transport of the shipment. The agreed price also includes a 15% surcharge for the agreed Article 24 of the CMR Convention, for the agreed non-competition clause, for secure parking, for loading and unloading the shipment, and for express delivery. Any increase in the agreed price must be approved in writing by the Client.

11) The Carrier is obliged to pay the Client a contractual penalty in the amount of the agreed price of transport for each individual breach of the Carrier's obligations under this contract, in particular: failure to comply with the agreed loading date; failure to properly check the number or condition of the shipment or its packaging; failure to issue a proper transport document, failure to check the storage of the shipment before the start of transport; failure to inform the Client of any discrepancies between the transport document and this contract; fails to comply with the obligation to inform the Client in accordance with point 3 of this contract; does not have at its disposal or does not correctly use the necessary tools for the proper securing of the shipment; fails to deliver the invoice to the Client, including the agreed attachments, within the agreed deadline; fails to send the transport documents to the Client electronically in the proper manner; fails to make the agreed entries in the consignment note.

12) Information about persons, place of loading or unloading, transport prices or specific transport conditions, which were communicated to the Carrier when arranging transport or during transport, or which result from documents handed over to the Carrier in connection with transport, constitute part of the transport Client's trade secret, and the Carrier may use them exclusively for the performance of this transport contract. Any other use or disclosure to other persons shall be considered unfair competition for up to one year after the end of the transport in any country on the European continent.

13) If the Carrier performs this transport contract with the help of another subcontractor without the written consent of the Client, it is obliged to pay the Client a contractual penalty in the amount of 10 times the price of transport. The Carrier shall pay the same amount of contractual penalty to the Client for breach of the non-competition clause or the agreed protection of trade secrets under this contract. The parties agree that § 2050 of Act No. 89/2012 Coll. does not apply to the agreed penalties under Articles 11 and 13 of this contract and that the contracting authority is entitled to compensation for damages and payment of contractual penalties.

14) This version of the transport contract supersedes all previous negotiations concerning this contract and contains the full text of the transport contract within the meaning of Section 1740(3) and Section 2555 of the Civil Code. Any proposal to amend the text of this contract by the Carrier shall be considered an amendment to this contract if it has been accepted in writing by the Client.

15) The contractual relations between the parties are governed by Czech law, in particular the Civil Code (Act No. 89/2012 Coll.), the CMR Convention, Section 9a of the Road Freight Transport Act, and other legal regulations applicable in the Czech Republic or, where applicable, in the EU. The Carrier's liability for damage to the consignment is limited within the meaning of Article 23(3) of the CMR Convention to 8.33 x SDR (Special Drawing Rights) x gross weight of the consignment, and the Client's liability for damage incurred by the Carrier under this contract is limited to 100 x SDR (Special Drawing Rights).

16) In the case of multimodal transport, the Carrier shall only perform a part of the transport within the agreed scope and shall be liable as a successive Carrier within the meaning of Article 34 et seq. of the CMR Convention. The Carrier is therefore obliged to properly check the apparent condition of the vehicle, seals, or locks of the vehicle upon taking over or handing over the vehicle (i.e., semi-trailer or trailer) with the consignment and to record any deficiencies in the consignment note, checklist, or similar handover protocol and, in the event of a defect being found, to immediately inform the Client. If the Carrier does not raise any objections upon acceptance, then, within the meaning of Article 9(2) of the CMR Convention, it is assumed that the vehicle with the shipment was accepted in proper condition and the Carrier is subsequently liable for any damage to the vehicle or shipment during transport.

17) If damage occurs during transport and the risk of such damage is not covered by the Carrier's liability insurance, the contracting authority shall have the right to use all of the Carrier's claims against the contracting authority as security within the meaning of Section 2012 of the Civil Code to secure payment of the right to compensation for damage up to the estimated amount of the damage. The Carrier is obliged to prove to the Client that the damage incurred will be covered by the Carrier's liability insurance, otherwise the agreed security will be released only after compensation for damage has been paid, unless the parties agree otherwise.

18) The Carrier is not entitled to assign any claim against the Client to a third party without the prior written consent of the Client. The Client is also entitled to use the Carrier's claim against the Client assigned to a third party for set-off if the Client's claim arose before the maturity of the assigned claim.

19) If the Client and the Carrier have concluded this contract of carriage, the Carrier undertakes to compensate the Client for any damage, including the costs of recovering the damage, which the Client may incur in connection with the carriage.

20) The Carrier declares that it is capable of performing this transport under the agreed conditions and that it complies with, is familiar with, and will adhere to all legal regulations for the proper performance of transport; otherwise, it is obliged to compensate the Client for any damages incurred.

21) If the sender fails to load the shipment onto the Carrier or the Client cancels the transport later than 12 hours before the loading date, the Carrier is entitled to a penalty of 5% of the agreed transport price. The amount of individual contractual penalties reflects the legal interest in the proper performance of this contract, and both parties understand and accept the amount of the expressed interest as reasonable. The contractual penalty is payable within 14 days of the sending of the request by the entitled party. For the purposes of the contractual penalty, the transport price means the agreed basic transport price including VAT. The obligated party is not obliged to pay the contractual

penalties agreed in this transport contract if the breach of its obligation was caused by force majeure.

22) Any disputes between the contracting authority and the Carrier shall be settled by the court with local jurisdiction according to the registered office of the contracting authority, unless they are settled amicably.

23) The contracting parties confirm that they have duly read the contract and understand its contents. Any changes to this contract may only be made in writing in the form of a numbered addendum to this contract, signed by both parties.

If any part of this order is illegible, please inform us immediately!

Important: If the invoice is not accompanied by duly certified waybills and copies of duly completed customs documents (if the transport was carried out under customs procedures) or if **our position/order number** is not stated on the invoice or **the payment due date is incorrect**, the invoice will be considered as not yet delivered.



Stamp of the Client

Stamp, Carrier's signature