

## Transport terms and conditions of O.K. Trans Praha spol. s r.o. for carriers

### 1. Legal mode

- 1.1.** The legal relationships under the contract of carriage concluded between **O.K. Trans Praha spol. s r.o. – as the sender or forwarder** (hereinafter only as the “OKT”) – and the carrier in international road transport are governed primarily by the CMR convention (Decree No. 11/1975 Coll., as amended) and in matters not regulated by this convention by the Czech Civil Code (Act No. 89/2012 Coll.) as an auxiliary regulation, which also governs the legal relationships between OKT and the carrier in domestic road transport.

The contractual parties may agree on any differing or additional provisions that are not contrary to the mandatory provisions of the CMR convention and Civil Code No. 89/2012 Coll. in the contract of carriage including these OKT Transport Terms and Conditions as an inseparable part thereof.

The customary practices in international and domestic road haulage and the practices usual in implementing contracts of carriage between OKT and the carrier who has concluded the contract of carriage are also considered when assessing the obligations and rights of the contractual parties under the contract of carriage.

- 1.2.** For the relationships arising from the contract of carriage not regulated by the laws given in paragraph 1.1 and these conditions, the provisions of the General Conditions of Carriage of the Association of Road Transport Operators ČESMAD BOHEMIA available on <http://www.prodopravce.cz/vseobecne-prepravni-podminky-cesmad-bohemia>, in the current wording, are used. The contractual parties may agree deviating or additional agreements in the contract of carriage. The customary practices in international and domestic road haulage and the practices usual in implementing contracts of carriage between OKT and the carrier who has concluded the contract of carriage are also considered when assessing the obligations and rights of the contractual parties under the contract of carriage.

- 1.3.** The extent of the carrier’s compensation for damage is governed by the mandatory provisions of the CMR convention and by the Civil Code (Act No. 89/2012 Coll.) as an auxiliary regulation, which also regulates the extent of the liability for damage in domestic road transport. The extent of OKT’s compensation for damage is limited to the amount equal to ten times the agreed transport fees, unless the relevant damage is caused by the sender (OKT) deliberately or by gross negligence (Section 2898 of the Civil Code).

### 2. Concluding the contract of carriage

- 2.1.** The contract of carriage between OKT and the carrier is deemed concluded upon written confirmation of an order for transport by the carrier, if the carrier **confirms the haulage order within 2 hours** of its receipt from OKT.

Once this period has expired, OKT is no longer bound by the offered contract of carriage but may also accept a delayed written confirmation of the order by the carrier.

If the order for transport and the carrier’s confirmation contain any changes or additions, it is deemed the carrier’s proposal for a modified contract of carriage, which must be confirmed by OKT to be valid.

If the carrier does not confirm the sender’s (OKT’s) transport order, yet delivers a vehicle for loading – or otherwise undoubtedly indicates through its actions that it intends to transport the sender’s shipment, and the sender (OKT) does not express its disagreement with transport pursuant to paragraph 2.2 of these terms and conditions, the contract of carriage is deemed concluded as per

the relevant order for transport presented by OKT, including the transport terms and conditions of OKT.

By concluding a contract of carriage the shipper also confirms that it has been duly familiarised with all the rights and obligations arising from Regulation of the European Parliament and of the Council (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), and it undertakes to adhere to its obligations arising therefrom.

- 2.2.** OKT may also accept the conclusion of a contract of carriage if the carrier fails to confirm the order for transport in writing and within the time limit pursuant to paragraph 2.1, yet delivers a vehicle for loading or otherwise undoubtedly indicates through its actions that it intends to satisfy the order for transport.

If OKT does not accept this implied conclusion of a contract of carriage for operational reasons, the carrier will not be entitled to compensation for any costs incurred in relation to the delivery of a vehicle for loading prior to transport under a transport order the carrier failed to confirm to the sender (OKT) in writing and within the time limit specified in paragraph 2.1.

- 2.3.** The carrier's main commitment is to transport goods in accordance with the conditions under the contract of carriage with due professional care to ensure that the relevant consignment is accepted for transport within the agreed loading time with a vehicle in good operating and technical condition and after being transported, the shipment is handed over in the appropriate quality and quantity to the eligible recipient within the agreed or a reasonable time limit.

When necessary, the carrier must request additional information on a transport order from OKT to ensure that the carrier can deliver a vehicle in good technical and operating condition for transport, suitable for the parameters of transport of the relevant goods, select the appropriate transport route, time schedule, and safe parking along with arrival for unloading during the recipient's business hours, etc. with due professional care.

- 2.4.** The carrier is obliged to perform its obligations arising from the contract of carriage in person and is only entitled to entrust the fulfilment of its obligation to a third party, such as a haulage subcontractor, with a prior written consent of OKT.

If a shipment is entrusted for transport to a haulage subcontractor without the required consent, OKT will be entitled to impose on the carrier a contractual fine of ten times the agreed transport fees, and a contractual fine amounting to the amount of damage to the consignment if any damage is inflicted on the consignment during the time while the consignment is handled by a third party without a prior written consent by OKT.

The right of OKT to a contractual fine ceases to exist in this case to the extent to which the damage to the consignment is compensated by the insurance settlement from the carrier's liability insurance or by the carrier's payments.

### **3. Carrier's liability insurance**

- 3.1.** The carrier is obliged to have a **valid liability policy** for international road carriers prior to commencing transport and throughout the term of performance under the contract of carriage to ensure that the extent of the arranged insurance cover includes the carrier's liability for loss, damage or destruction of a consignment or late delivery of a consignment at least up to the amount of the carrier's liability obligation under limit pursuant to Article 23(3) of the CMR convention, or up to the amount equal to the price of the consignment at the time of its acceptance for transport under domestic transport, as well as insurance against theft of a consignment or preventable robbery, and insurance of the so-called higher value of a consignment pursuant to Article 24 of the CMR – if the

increased value of the consignment has been agreed upon by the carrier and OKT in the contract of carriage.

- 3.2. The carrier is also obliged to take out a liability insurance policy for additional activities undertaken by signing the contract of carriage, such as storage, operative interim storage of consignments, cash-on-delivery service, loading or unloading, temperature regulated transport, transport of used goods, etc.
- 3.3. If the carrier has an insured amount arranged for one and all types of damage under its liability insurance, the carrier is required to maintain the insured amount at least equal to the minimum limit of the carrier's liability obligation pursuant to Article 23(3) of the CMR convention, or equal to the price of the consignment at the time of its acceptance for transporting under domestic haulage for each consignment and each transport assignment.
- 3.4. The carrier is required to document the scope and the insured amount of its liability insurance and its validity at any time when requested to do so by OKT.
- 3.5. Should the carrier not have a valid liability insurance arranged to the required scope, the contractual parties agree on a contractual fine equal to 100 % of the carrier's liability obligation if any damage to a consignment is detected. The right of OKT to a contractual fine ceases to exist to the extent of the compensation for damage provided by the carrier.

#### **4. Technical, operational and personnel capacity of the carrier**

- 4.1. The carrier is required to deliver a transport vehicle in good technical and operating condition appropriate for safe transport of the entrusted consignments.
- 4.2. When loading, the carrier is required to have the necessary securing items and instruments appropriate for the nature of the transported consignment to ensure that the load is secured on the truck in view of the physical integrity of the consignment and road safety (such as intact and sufficient straps, wedges, braces, anti-slip pads, etc.).
- 4.3. Furthermore, the carrier is required to select carefully qualified personnel and provably inform the vehicle crew about the operating procedures in international and domestic road haulage and the carrier's obligations, and in particular to define special preventative responsibilities and procedures to be observed by the vehicle crew when transporting sensitive and highly valuable goods with a high risk of theft, fraud and embezzlement.

#### **5. Taking over consignments – inspection during loading**

- 5.1. The vehicle crew is obliged to be present while the goods are being loaded and check the apparent condition of the consignment, its packaging, safe placement and securing of the consignment in the vehicle, and the correct details or the quantity and indication of the goods listed in the CMR consignment note pursuant to Article 8 of the CMR convention.  
The carrier (driver) in domestic road haulage proceeds in a similar manner.
- 5.2. If the vehicle crew is not allowed to be present at the loading and inspection of the goods, the crew is obliged to inform its employer / manager about this without delay, request their instructions or intervention at the sender and record this in the CMR consignment note – unless the sender immediately corrects the situation.

The carrier (driver) in domestic road haulage proceeds in a similar manner.

- 5.3.** The vehicle crew is obliged to notify the sender of an identifiable fault in the packaging / packing or storing the consignment to be transported and any obviously inaccurate details listed in the CMR consignment note, as well as any circumstances during loading that may result in damage to the transported consignment or jeopardize road safety.

If the vehicle crew becomes aware of a fault in the packing or storing the consignment in the vehicle obviously threatening damage to the consignment or jeopardizing road safety, the crew is then required to ask the sender to correct this fault and transport may not be commenced until the sender corrects the relevant fault. The carrier also notes these reservations in the CMR consignment note and immediately informs OKT about these matters.

The carrier (driver) in domestic road haulage proceeds in a similar manner.

## **6. Carrier's duty to inform and check**

- 6.1.** The carrier is obliged to regularly inform OKT on smooth progress of transport (the exact time of loading, customs clearance, unloading, etc.), and on any faults or obstacles in due implementation of the relevant contract of carriage when delivering the vehicle for loading, during loading, during transport and when delivering the vehicle for unloading.
- 6.2.** The carrier is obliged to perform the so-called stage inspections of the apparent condition of the consignment any time the consignment is handled during transport, and regularly check the intact condition of the vehicle, lock, seals, etc. when the loaded vehicle is parked.

## **7. Accompanying documentation – CMR consignment note**

The vehicle crew is obliged to check the condition and completeness of the accompanying documentation necessary for transport during loading, paying attention to the duly completed CMR consignment note – if the CMR consignment note is completed by the sender during loading.

If the carrier completes the CMR consignment note, the carrier is responsible for the accurate completion of the consignment note at least in all crucial items, i.e. legible indication of the sender, recipient, place of loading and unloading, description, type and quantity of the transported consignment, its gross weight, data of issue of the CMR consignment note, date and place of takeover of the consignment, legible indication of the carrier and sender, and their signatures.

The carrier pays special attention to confirming the receipt of the consignment to ensure that the recipient legibly records its name / company (stamp) and attaches the date of receipt of the consignment and signature.

Legible confirmation of a consignment received by the recipient without reservations recorded on the CMR consignment note or a similar accompanying document in domestic haulage is a proof of due performance and completion of transport and a condition for the carrier's entitlement to receive the agreed transport fee.

The carrier (driver) in domestic road haulage proceeds in a similar manner when completing and checking the accompanying documentation in domestic road transport. The performance of domestic haulage without a consignment note (i.e., only with delivery or similar notes/documents) is not permitted.

\*domestic passage deleted

## **8. Obligations and rights during transport**

- 8.1. No additional item may be loaded with the consignment and the consignment may not be loaded onto a different vehicle without a consent of OKT.
- 8.2. OKT may require that the transport is terminated and the consignment is returned or otherwise handled until the consignment is handed over by the carrier to the recipient. OKT compensates the carrier for any proven or reasonable or usual costs associated with this procedure.
- 8.3. The carrier is obliged to ensure that its employees observe all internal regulations and instructions issued by OKT while they are present in the premises of OKT or in the premises of the actual sender or recipient.
- 8.4. When parking loaded vehicles, the carrier is obliged to opt for guarded carparks and where these carparks are not available, park exclusively in public, busy carparks, usually adjoining to petrol stations and designed for truck parking with ample lighting and camera monitoring systems.
- 8.5. The vehicle crew may only leave a loaded vehicle when necessary for personal hygiene and refreshment, and to complete necessary tasks directly associated with the concrete transport assignment, such as customs clearance, delivery of a vehicle for unloading, etc., and this shall only be for the time absolutely essential. When transporting sensitive and highly valuable goods, the carrier is required to observe additional preventative procedures and measures referred to above (see Article 12).
- 8.6. If the anticipated arrival for unloading is outside the recipient business hours, the carrier must immediately negotiate with the recipient to arrange safe parking of the loaded vehicle in the recipient's premises, presence of a crew for unloading the vehicle at the carrier's expense, or parking the loaded vehicle in a carpark meeting the safety parameters for protecting the consignment as described above.

## **9. Carrier's presence during unloading**

- 9.1. The carrier, specifically the vehicle crew must be present during unloading to ensure that the carrier can monitor the condition of the consignment during unloading and any damage to the consignment or inconsistency with the quantities recorded in the CMR consignment note or a similar accompanying document in domestic haulage can be duly examined with the recipient.  
If the vehicle crew is not allowed to be present during unloading, the procedure as per paragraph 5.2 of these terms and conditions applies with the necessary adjustments.  
The carrier (driver) in domestic road haulage proceeds in a similar manner.
- 9.2. The carrier is required to strive to examine the condition of the consignment objectively and without a bias, especially if the consignment appears to have been damaged or partly lost. Photographs are taken for these purposes.
- 9.3. When examining the condition of the consignment and its packaging during unloading, the vehicle crew may not sign or otherwise verify any documents the crew does not understand due to the contents or language of these documents. In addition, the vehicle crew may not confirm any actual or financial scope of damage to the consignment if this assessment or data cannot be verified by the crew onsite during unloading owing to lacking expertise, resources or experience of the vehicle crew.

## **10. Transport fee**

- 10.1.** The transport fee is the carrier's contractual price for complete, fault-free carriage in accordance with the contract of carriage and includes all carrier's expenses, unless the contract of carriage concluded with OKT stipulates otherwise.  
Prices and other values listed in orders are stated exclusive of VAT.
- 10.2.** The carrier is entitled to the transport fee once the carriage is fully completed and the consignment is handed over to the eligible recipient against the recipient's confirmation of receipt of the consignment without any reservations recorded in the CMR consignment note, and 2 originals of the confirmed CMR consignment notes are handed over with a duly issued invoice – tax invoice, unless OKT and the carrier have agreed on submitting additional certificates or documents. The same procedure applies to an accompanying document (such as a consignment note) in domestic haulage. The carrier must deliver all documents listed above to the sender (OKT) within 10 business days after completing international haulage and within 5 business days after completing domestic haulage.
- 10.3. The maturity period applicable to transport fees** is 60 days from the delivery of the documents pursuant to paragraph 10.2 to the sender (OKT) and OKT pays the transport fees on the last calendar day of the month during which the relevant transport fees are payable.  
The carrier does not perceive this payment condition as grossly unfair on his part and does not consider himself to be a weaker party.

## **11. Standing fee**

Downtime not attributable to the carrier and duly proven by the carrier as to its cause and extent is not subject to compensation if it is up to 24 hours in duration and any downtime exceeding this duration is subject to a flat-fee compensation of CZK 5 000 / day payable to the carrier.  
No compensation is provided for downtime during Saturdays, Sundays and public holidays.  
Downtime means an obstacle in the implementation of a contract of carriage subject to the carrier's information duty pursuant to paragraph 6.1 of these transport terms and conditions.

## **12. Settlement of obligations in a foreign currency**

Settlement of obligations in a foreign currency by a supplier with its registered office in the Czech Republic must be remitted exclusively to a bank account held with a banking institution with its registered office in the Czech Republic. The reason for this measure is the provisions of Section 109 para. 2 b) of Act No. 235/2004 Coll., on Value Added Tax (where it is determined that: "The recipient of taxable performance shall also be liable for outstanding tax on this performance if consideration for this performance is provided in full or in part by means of cashless transfer to an account held with a provider of payment services outside of this country").

## **13. Special conditions for transporting sensitive goods**

- 13.1.** Sensitive goods mean consignments of a high value (each consignment with a value exceeding CZK 5 million / vehicle; in the transport of individual items, if the limit value of CZK 300 x 1 kg of the transported goods is exceeded). These consignments are simultaneously subject to a high risk of theft, fraud, embezzlement, etc., as the goods are usually goods easily traded on the black market or attractive to organised criminal groups (for example tobacco products, alcohol, electronics, components for the automotive industry, home appliances, cosmetics, jewellery, fashion jewellery, precious metals, ferrous alloys, brand name clothing, shoes, etc., antiques, etc.).

**13.2.** The carrier declares that it is professionally qualified to arrange the appropriate standard of safety measures and procedures for minimising the risk of theft, embezzlement or fraud regarding the taken over consignments of sensitive goods.

**13.3.** The carrier is required to observe the following obligations when transporting sensitive goods:

- a) Determine a binding transport route, time schedule with specified parking facilities and anticipated arrival time for unloading to ensure that the vehicle arrives for unloading during the regular business hours or at a time specifically arranged with the recipient without the need to park the loaded vehicle and wait for unloading to the following day (parking the loaded vehicle in the recipient's guarded premises or at a guarded carpark is an admissible alternative).
- b) The route and time schedule must be determined by the carrier in view of the identifiable obstacles in transport, such as anticipated traffic jams, banned transportation, forecasted weather conditions such as torrential rain, heavy snowfall, etc.
- c) If necessary, the consignment must be guarded professionally by a two-man vehicle crew or by traveling in a convoy or with an accompanying vehicle.
- d) Transport of sensitive goods must be entrusted exclusively to trusted, reliable and trained vehicle crews and drivers.
- e) The vehicle crew must be provably informed about the transported items and the risks associated with transporting a sensitive consignment, the route schedule, safety and parking instructions, etc.
- f) The vehicle crew must be informed about the procedure to be followed in the case of any extraordinary situation or event during transportation of sensitive goods, and provided with contact telephone numbers and a functional telephone for continuous connection with the control room or OKT.
- g) The vehicle crew must not make any unplanned interruptions in transport, deviate from the determined route or park in other than specified carparks, except for extraordinary situations, which must be reported by the vehicle crew by phone to the control room without delay.
- h) The vehicle crew must not inform any third person about the nature of the consignment, dates of transport, time schedule, etc.
- i) The vehicle crew must not stop for any unknown persons other than Police and customs officers, collect hitchhikers or allow any other persons to enter the cabin or the cargo compartment in the vehicle.
- j) The vehicle crew must lock the vehicle whenever they are forced to leave the vehicle and limit their absence from the vehicle to the time necessary for their personal hygiene and refreshment, or to complete necessary tasks relating to road checks, customs clearance, delivery of a vehicle for unloading, etc.

#### **14. Prohibition of competition**

**14.1.** The carrier undertakes to protect the business interest of OKT while implementing contracts of carriage and is fully aware of the prohibition of competitive conduct to the detriment of OKT.

**14.2.** If the carrier breaches the prohibition of competition to the detriment of OKT, a contractual fine to the amount equal to twenty times the agreed transport fee will apply and in addition to this contractual fine OKT will be entitled to compensation for any damage incurred due to the breach of the prohibition of competition.

## **15. Contractual fines**

**15.1.** OKT is furthermore entitled to claim contractual fines in the following cases of breaches of a contract of carriage or these transport terms and conditions:

- a) For a failure to observe the loading time;
- b) For a failure to conduct an inspection during loading while not being prevented by the sender from conducting the inspection;
- c) For breaching the carrier's information and inspection duty pursuant to paragraph 6 of these terms and conditions;
- d) For leaving the CMR consignment note or a similar accompanying document in domestic haulage without the completed particulars pursuant to paragraph 7 of these terms and conditions;
- e) For loading additional goods with a consignment or loading a consignment on a different vehicle without being authorised to do so;
- f) For a failure to submit duly completed documents and a tax invoice within the deadline specified in paragraph 10.2 of these terms and conditions;
- g) For delivering a vehicle in a technical or operating conditions inadequate for transport.
- h) For a failure to observe the unloading time.

**15.2.** The contractual fine applicable to breaches of the contract of carriage specified in paragraph 15.1 of these terms and conditions is equal to the agreed transport fee and OKT is entitled to compensation for any damage incurred due to the breach of an obligation subject to the contractual fine in addition to this contractual fine.

## **16. Set off and ban on assignment of receivables**

Any issued or due invoices (or existing receivables) which any supplier issues to any company operating within the OKT Group (including Vizocargo s.r.o.) may not be assigned to any third party without the direct written consent of the Executive Director of OKT or representative commissioned by him.

Any company from the OKT Group may mutually set off any of its receivables owed by any supplier, directed towards another company in the OKT Group (including Vizocargo s.r.o.).



**17. Arbitration clause**

Any disputes between OKT and the carrier arising from contracts of carriage that cannot be settled amicably will be subject to arbitration proceedings. OKT and the carrier have agreed on the following arbitration clause for these purposes:

Any disputes between OKT and the carrier arising from contracts of carriage (including these terms and conditions as an inseparable part thereof) will be resolved finally by the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic pursuant to the court's code by a single arbitrator appointed by the Presiding Judge of the Arbitration Court.

Any disputes arising from road haulage will be decided by the arbitrator pursuant to the laws given in paragraph 1.1 and pursuant to the provisions of the General Conditions of Carriage of the Association of Road Transport Operators ČESMAD BOHEMIA in the current wording.

- 18.** These transport terms and conditions of OKT are valid from 1<sup>th</sup> January 2023.