

## Prohibition of sub-contracting

By accepting our order you undertake that this transport is not assigned to any subcontractor without our written approval.

## Invoicing

Invoices for transport services and related transport documents shall be sent by e-mail on e-mail address: klara.spesna@cargo-partner.com

Invoices for transport services and related transport documents can be sent by post on address:  
cargo-partner ČR s.r.o.  
Logicor Park Prague Airport, hall 4  
K Amazonu 224  
252 61 Dobroviz

## CMR insurance

By execution of the transport you confirm to have contracted a CMR insurance covering the entire truckload. This has to be proved on request. For the execution of this transport order you may use only trucks whose license numbers are mentioned in the insurance confirmation submitted to us. Failing this we reserve the right to refuse loading and claim damages resulting for your omission.

## Co-loading

If the shipment has been identified as "FTL" (full truckload), co-loading is strictly prohibited.

## Customer protection

Any contact with the participants in the cargo beyond the fulfillment of this contract is prohibited without our written approval!

## Safety regulations

The vehicle used for this order may not be operated unless being compliant with all legal requirements for road safety and load securing. Legal regulations about drivers working hours and mandatory rest periods have to be observed. Mandatory rest periods and other stops have to be spent on sufficiently supervised parking lots according to IRU-recommendation ([www.iru.org](http://www.iru.org)) only.

## Carrier obligations

The carrier is obligated to

- select driver and vehicle with the care of a prudent businessman
- continuously check the technical condition of the vehicle and immediately repair detected defects
- assess whether (a) the respective driver possesses a driving license valid in each transited country and is in sound physical and mental condition and (b) the vehicle including its accessories is roadworthy, complies with statutory requirements and suitable for the carriage of the cargo
- ensure that truck and payload are adequately guarded, particularly during rest or waiting periods en route. If the driver is forced to leave the vehicle, the vehicle must be locked and equipped with an activated anti-theft system. Vehicle keys and documents as well as freight documents must not remain in the vehicle. In no case the vehicle must be left for more than 2 hours.
- to verifiably instruct the driver about the present requirements
- to report any occurrence which could result in claims to the principal immediately.
- Fulfill conditions of: Mimořádné opatření Ministerstva zdravotnictví z 1.3.2021 Č j.: MZDR 47828/2020-16/MIN/KAN till releasement – prove of negative driver test Covid 19 - no older than 7 days in case of entrance to customer premises.

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The carrier and the driver have to organize and observe the written instructions required for transporting dangerous goods.

When entering the shipper's or consignee's premises, the driver has to gather information on applicable on-site safety regulations and strictly adhere to the same.

### **Transport of dangerous goods (ADR)**

In the case of the transport of dangerous goods (ADR - European Agreement concerning the International Carriage of Dangerous Goods by Road), the carrier is responsible for ensuring that both the driver and the vehicle meet the necessary conditions for the carriage of this type of goods. In the case of movement of the vehicle and the driver in the premises of the sender or recipient, the carrier or the driver is obliged to comply with all safety regulations applicable for a specific location.

### **Transport of goods under customs**

The carrier declares that he is aware of his obligations arising from the customs status of the consignment transported (eg. to lodge an ENS prior to entry into the EU, to enter accompanying customs documents for consignments carried under the Transit regime, etc.).

### **Transport of perishable goods (ATP)**

The carrier is obliged to submit a thermograph statement for the entire duration of the transport, if temperature-control is required. The temperature recorder shall comply with the requirements of EC Regulation No 37/2005. Upon request, it is necessary to submit data on regular calibration of the temperature recorder (calibration is required at least once per calendar year). The vehicle must have a valid ATP certificate. Depending on the nature of the goods, pre-cooling or pre-freezing of the cargo area to a required transport temperature may be requested before loading. Upon request, the carrier is obliged to submit a confirmation of regular disinfection of the cargo area (regular disinfection is required once per calendar month). Detailed „Transport Conditions for the carriage of perishable goods“ are available on request.

### **Reporting requirements**

The contractor has to immediately inform the principal s person in charge about:

- any irregularities and discrepancies to the usual transport procedure
- the failure of meeting delivery times
- discrepancies between the specifications in the waybill and the transport order.

### **Return packages**

In the case of transport with an agreed return of pallets or other returnable packaging (hereinafter referred to as "Returnable packaging"), the carrier is obliged to send to cargo-partner CR a proof of return of Returnable packaging immediately after the transport is finished. The carrier is also obliged to notify cargo-partner CR immediately by telephone or/and by e-mail that the Returnable packages or their part were not accepted at the place of loading or unloading due to damage or other reasons. The Returnable packaging must be returned within 14 (fourteen) days after the shipment has been delivered, unless otherwise agreed in writing. Later claims will not be accepted. If the Returnable packaging is not returned within the agreed deadlines, cargo-partner CR reserves the right to charge the carrier the price of Returnable packaging as follows: Europalet: 8,- EUR; Gitterbox: 50,- EUR.

### **Payment conditions**

Payment will only be effected against delivery of the following documents in original:

- CMR waybill confirmed by the consignee (signature, date and company s stamp),

- Delivery Note confirmed by the consignee (signature, date and company's stamp) if this is required in writing in this transport order,
- In case of transports under a customs procedure: customs documents (T-1, EX-1 etc) confirmed by the respective customs office of destination or customs office of exit.

The freight invoice has to contain our reference (file) number. If these requirements are not fulfilled, the original invoice will be returned without being booked.

Our bank transfer will be affected to the bank account notified by the carrier in his first invoice. A change of the bank account can only be considered after an explicit, written agreement. Information on the invoice about a changed bank account or an assignment/cession is not sufficient.

### Payment terms

The discount conditions must be agreed upon before transport. The maturity period of the invoice starts from the date the shipment was delivered. The discount from the agreed transport price must be calculated on the transport invoice.

Discount conditions:

- 14 days payment - against 5 % discount
- 21 days payment - against 3 % discount
- 45 days payment – standard payment term without discount

### Mandatory minimum wage requirements

By the acceptance of this order the carrier is obliged to compensate their staff in accordance with the mandatory minimum wage requirements as provided by the applicable minimum wage legislation (e.g. German MiLoG, Austrian LSD-BG, French Loi Macron, and so). The carrier is obliged to indemnify cargo-partner CR from and against any potential liability according to the MiLoG to entitled employees. The indemnity obligation is also effective with respect to employees of subcontractors deployed by you and temporary employment agencies deployed by your subcontractors. In the event of an infringement of the aforementioned obligations by you, cargo-partner shall be entitled to terminate the respective order without notice. In addition cargo-partner has the right of retention against your due payments. Moreover you owe cargo-partner a contractual penalty amounting to € 7.500,- per violation.

### Final provision

Freight charges include all transit expenses and additional charges (all-in).

By accepting our order, you confirm to adhere to all applicable laws in each country of the respective route and hold us harmless in this regard. By accepting the order, the carrier agrees to compensate any damages to cargo-partner CR by offset with transport invoices.

By taking over this transport order you herewith accept to provide the collected and delivered status as well as the Photo POD in real time via the link submitted together with this transport order.

Should this for any reason not be possible at the time of executing the transport, the information has to be provided in retrospect no later than:

- 72 hrs from contracted delivery date for „Economy“ orders
- 48 hrs from contracted delivery date for „Priority“ orders
- Immediately for all event information for „Emergency“ orders via phone / email confirmation.

Should the above not be executed, we reserve the right to deduct € 15.00 from the agreed freight bill.

The terms and conditions of the carrier are annulled by acceptance of this contract, even if they are stated on the carrier's stamp, letterhead or similar documents or on its website. Terms and conditions not adjusted by this Agreement are subject to the relevant legal regulations of the Czech Republic, in particular the provisions of Act no. 89/2012 Coll., The Civil Law and, in the case of international transport, also the relevant international conventions, which are valid for the Czech Republic. Any disputes, discrepancies or claims arising out of or in connection with this Agreement shall be settled by the courts of the Czech Republic.

Cargo-partner ČR s.r.o. is registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 21526, Company ID: 49678329, Tax ID: CZ49678329. By accepting the order of cargo-partner CR, the carrier confirms compliance with all laws in force in each country on the respective transport route and integrity in this regard. Especially it confirms the adherence to the final minimum wage and adherence to the reporting duty for the operational area.

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