

**Business Terms and Conditions –****DB SCHENKER<sup>parcel</sup>, DB SCHENKER<sup>system</sup> (system freight)****DB SCHENKER<sup>part load</sup> a DB SCHENKER<sup>full load</sup> (direct freight)****I. INTRODUCTORY PROVISIONS, DEFINITION OF SERVICES**

1. The Business Terms and Conditions are an integral part of the Forwarding Freight Agreement (hereinafter Contract) and specify, in a binding manner, the relations arisen between SCHENKER spol. s.r.o. (hereinafter SCHENKER) and the customer in the course of the transportation of consignments. By concluding the Contract or accepting the transportation order, based on the congruent will of the Contracting Parties, an agreement is being made on the wording of these Business Terms and Conditions, in the way as stipulated below. Prior to concluding the Contract or making a transportation order the customer has fully familiarized himself with the content and wording of the Business Terms and Conditions and accepts these without reservations.
2. The arrangement of the consignment transportation shall be understood particularly as the following activities of SCHENKER:
  - a) acceptance of the consignment for transportation,
  - b) arranging the transportation of the consignment from the point of its acceptance to the place agreed in the Contract or confirmed in the order
  - c) delivery of the consignment to the specified consignee,
  - d) repeated attempt to deliver the consignment, if it is undeliverable at the first attempt,
  - e) return of the undeliverable consignment to the customer.
3. The customer may request other accompanying services provided by SCHENKER particularly:
  - a) transportation of certain hazardous items (see article III. point 2 of this Terms and Conditions),
  - b) Insuring the consignment in the course of the transportation (the so-called cargo insurance),
  - c) customs procedures concerning the consignment,
  - d) and other services, which might be a part of the Forwarding Contract. (see article V. of this Terms and Conditions)All of the accompanying services go beyond the usual arrangement of the transportation and are not guaranteed, unless specified in the Forwarding Contract. Any additional information given by the customer may result in different operational processing and simultaneously making an extra charge specified in the applicable list of charges.
4. Transport units and drivers provided by SCHENKER must at all times comply with legal and technical obligations, including official regulations in the respective countries.

**II. PRODUCT VARIANTS**

1. DB SCHENKER<sup>parcel</sup> is a parcel delivery system built up through the distribution networks of the Contractual partners or the distribution network of the SCHENKER group with an estimated lead time defined in the quotation or in the Contract (see Article X, point 2 of these Terms and Conditions).
2. DB SCHENKER<sup>system</sup> (the "system") represents shipping of groupage (system) consignments in the SCHENKER distribution network, with an anticipated shipment time usually 1-2 days longer than the shipment time determined in the Scheduling application at [www.dbschenker.com](http://www.dbschenker.com). The parameters of the system shipment are specified in Article III, point 5 of these Terms and Conditions.
3. DB SCHENKER<sup>system premium</sup> (the "premium") represents shipping of groupage (system) consignments in the SCHENKER network with an agreed delivery date. In the case that SCHENKER fails to deliver the consignment by the date specified in the Scheduling application at [www.dbschenker.com](http://www.dbschenker.com) as the delivery date at the latest, SCHENKER shall return the paid fee to the sender based on the received complaint.
4. DB SCHENKER<sup>system home</sup> (hereinafter "home") represents shipping of groupage (system) consignments in the SCHENKER distribution network with a transport time in the range of 0-3 days

from the expected time of delivery of the system product, where the specific date for delivery of the shipment is chosen by the customer's representative. This is a product variant designed for delivery of shipments primarily to individuals (also referred to as B2C).

5. DB SCHENKER<sup>part load</sup> (hereinafter LTL) and DB SCHENKER<sup>full load</sup> (hereinafter FTL) includes the direct transportation of consignments with an estimated lead time as defined in the quotation or Contract. Estimated transit time can be found in Scheduling at [www.dbschenker.com](http://www.dbschenker.com). The difference between LTL and FTL depends on total weight (LTL ≤19 400 kg), volume (LTL ≤55 m<sup>3</sup>), loading area (LTL ≤11 m) and estimated lead time (usually 1-2 days longer in the case of LTL).
6. The final choice of transport planning always belongs to SCHENKER and the product definition is only informative.

**III. COMPULSORY PROPERTIES OF THE TRANSPORTED CONSIGNMENTS AS STIPULATED BY SCHENKER**

1. The characteristics of transported consignments are generally regulated in the document GENERAL BUSINESS CONDITIONS - SCHENKER spol. s r. o. The following chapters specifically rule the conditions for land transportation.
2. Dangerous goods - goods listed in the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) must be properly declared to SCHENKER, packed and labeled by the sender. If the sender fails to declare, pack and label such goods, SCHENKER may refuse to accept the goods for collection or cancel the shipment or return the consignment to SCHENKER. Any and all dangerous goods that are forbidden for distribution under the European Agreement concerning the International Carriage of Dangerous Goods, as well as dangerous goods in classes 1, 6.2, 7 and some goods listed in classes 2, 3, 4.1, 4.2, 4.3, 5.1, 5.2, 6.1 specified in the valid restrictions on dangerous goods (unless otherwise specified in the concluded Contract).
3. Valuable consignments of a value exceeding EUR 100 000 may be transported only by special agreement.
4. The customer undertakes to properly pack the consignment in undamaged packaging, while taking into consideration the character of the consignment ensuring that:
  - a) the contents of the consignment are not freely accessible,
  - b) the contents of the consignment are protected from damage or loss during the regular or special handling of the consignment stipulated by the customer,
  - c) the consignment packaging allows the safe and regular handling during the transportation of the consignment (cargo reloading must be allowed unless it is prohibited in advance by the customer when ordering and confirmed by SCHENKER),
  - d) the consignments could be transported together with other consignments of other customers (joint transport must be allowed, unless it is prohibited by the customer at the time of ordering and confirmed by SCHENKER),
  - e) the package is labeled with a bar code, or the consignment's recipient's address was stated in the package, and if it is required by the nature of the consignment, it must be labeled comprehensibly by a handling or warning label for special shipment handling required by the sender (applies primarily to system transport),
  - f) the pieces with dangerous goods are duly packed and labeled in accordance with the European Agreement concerning the International Carriage of Dangerous Goods,
  - g) if the consignor sends to the consignee any written documentation relating to the consignment (a commercial invoice, delivery notes, etc.), he must insert them into the self-adhesive pockets and fasten them to the consignment.

Non-packed goods can be ordered only on basis of a specialized direct transport on request in combination covered by additional cargo insurance.

5. System consignment means a consignment with a total weight of  $\leq 2\,500$  kg, a volume of  $\leq 10$  m<sup>3</sup> and a loading area of  $\leq 2$  m which allows transshipment, unless otherwise agreed. The necessary conditions are also individual cargo pieces weighing  $\leq 1\,500$  kg (in the case of the requirement to transport vehicles with a hydraulic tail lift then 800 kg) and dimensions length  $\leq 2.4$  m, width  $\leq 1.8$  m, height  $\leq 2.2$  m. pieces weighing  $> 30$  kg must be handled by normal handling equipment. Consignments with the number of packages  $> 5$  and a piece weight of  $\leq 30$  kg shall also be capable of being handled by conventional handling equipment. Non-system shipments (that exceed at least one of the above limitations) are to be transported as direct shipments and can therefore only be accepted for system shipment in agreement with SCHENKER.
6. Parcel consignments: consignment parameters are determined differently (see Article X, point 2 of this Terms and Conditions)
7. If the actual dimensions, weight of the consignment, or the properties of the goods do not correspond to the data given by the customer in the order, SCHENKER shall be entitled to adjust the amount of the transportation charges according to the real dimensions, weight or properties of the goods, or he may reject the goods for collection, suspend the delivery or return the consignment to the sender.

#### IV. PROCUREMENT (ORDER) OF SHIPMENT

1. A transportation order must contain:
  - a) the precise address of the place and expected date of loading (date, eventually hour),
  - b) the quantity and type of packaging, goods description, weight and volume of the goods,
  - c) the precise address of the place and expected date of unloading (date, eventually hour),
  - d) the delivery terms including the place of destination,
  - e) the value of the consignment,
  - f) other data relating to the transportation of goods, their properties, methods of transportation and dates, which SCHENKER requires for any of the accompanying services ordered by customer, particularly:
    - a. for classification according to the ADR Agreement for hazardous items (ADR UN No., ADR description, ADR class, ADR packing group., ADR packaging, hazardous to the environment, net weight/volume),
    - b. for the cash-on-delivery (amount, currency, variable symbol),
    - c. for insurance (the insured amount of the goods),
    - d. for customs procedures, customs office of export/import, contact person, contact telephone number,
    - e. and for any other stipulated in Contract.
  - g) indisputable identification of the consignment,
  - h) the selected product option (if not specified by customer, then SCHENKER specifications according to dimensions, weight of shipment and individual packages applies)
  - i) other requirements of the customer (see Article V. hereof)
2. In case that the customer does not provide his/her transport order electronically, SCHENKER may charge an administration fee of CZK 130, - per order (or equivalent in EUR). In this case, the principal does not have in hand a bar-coded shipping label, without which shipments cannot be accepted for system transport. SCHENKER shall be entitled to charge the principal a fee of CZK 10 per piece for the labelling of each colli for an insufficiently labelled consignment.
3. SCHENKER can be compensated with CZK 50,-/order for his administrative efforts (wrong/incomplete booking) in case received orders are repetitively provided wrongly or incompletely (after previous notice).
4. In the case of incorrect delivery terms, an additional amount equivalent to 30, - EUR will be charged to customer (applies in cases where the customer's business partner stated in the order / transport documents refuses to pay for the service provided).

#### System transport

5. The collection orders for picking up an import consignment are accepted by SCHENKER at the latest one business day in advance by 3 p.m.
6. The collection orders for picking up an export consignment are accepted by SCHENKER at the latest one business day in advance by 4:30 p.m. (unless agreed otherwise in the Contract). Exceptionally, orders delivered to SCHENKER by 10:00 a.m. will be processed on the same day (provided the reaction time for loading is longer than 4 hours), but no later than the following day.
7. If the order is canceled by the Client less than 4 hours prior to the expected commencement of loading, or if the consignment is not ready for delivery by the sender within the agreed time, SCHENKER may apply a Contractual penalty up to the whole freight charge.
8. DB SCHENKER **premium** may not be ordered in the following cases:
  - a) delivery outside business days,
  - b) consignment to be picked up personally,
  - c) consignment for delivery to/from islands (except for the main island of Great Britain, Ireland and the Danish islands with fixed bridges) or remote territories (the geographical area of application of this alternative is defined in the Scheduling application at [www.dbschenker.com](http://www.dbschenker.com),
  - d) consignments for private persons,
  - e) for deliveries when customs clearance is carried out by recipient,
  - f) in specific cases, when SCHENKER, or sender-appointed agent carries out customs clearance, based upon verification of the customs procedure for the specific consignment,
  - g) for consignments including dangerous goods (on specific routes with limited trespassing or ferry routes)
9. Any other limitations or exceptions may be regulated by the contract.

#### Direct transport

10. The order must be placed at least two working days (Mon - Fri) before the scheduled loading by 3 pm (unless agreed otherwise in the Contract).
11. Standard LTL and FTL service does not guarantee execution according to ordered dates and times. External factors and / or insufficient loading capacity may make it necessary to postpone the execution to a different day than originally ordered. The customer will always be informed in time of any delay in the execution of the order.
12. SCHENKER reserves the right to charge a Contractual penalty for cancellation of the order by the principal on the day of loading. The amount of the Contractual penalty depends on character of the carriage and can be applied up to the amount of the carriage charge; however, it will be charged at least CZK 3,000, or equivalent in EUR, according to the current exchange rate proclaimed by the Czech National Bank. This does not affect the right to compensation for damage caused.

#### V. ACCOMPANYING SERVICES

1. In addition to the basic product framework, the customer may have various other requirements relating to the carriage of the consignment.
2. SCHENKER products are complemented by a set of accompanying services (hereinafter services), which enable further customization of transport "tailor-made" to the requirements of the customer.
3. Individual services specify the conditions of use, must be specified in the transport order or Contract and may be charged.
4. Other specific requirements beyond standardized services must be discussed and agreed in advance by special agreement of the Parties.

#### System/ direct transport

5. Dangerous goods
  - a) The rules of carriage are governed by Article III, point 2 of these Terms and Conditions.

- b) It is always necessary to comply with international procedures for handling dangerous goods and to bear in mind possible national variations.
  - c) Transport of dangerous goods cannot be combined with many of the services regulating the delivery time.
  - d) Dangerous goods cannot be transported under the product variant "home".
6. Customs services
- a) SCHENKER always follow the latest guidelines for customs clearance procedures.
  - b) SCHENKER provides customs services only through its own offices or designated partners.
  - c) Within 24 hours of being called upon, the customer or his representative must provide all the documents, certificates and information required for customs clearance.
  - d) If the customs inspection lasts for more than one hour, the obligation to deliver within the agreed period automatically expires.
7. Pallet exchange
- a) The customer may request SCHENKER to return the packaging, if the customer has secured exchange of returnable packaging (RP) with third parties, and the conditions for the provision of this accompanying service are governed by the Contract. The service is provided exclusively for domestic land transport.
  - b) SCHENKER ensures the receiving, disposing and registration of RP and quality control of RP when it is received from the receiver, as well as the settlement of the RP balance to the sender.
  - c) The defined RP is exclusively a Euro pallet, i.e. wooden pallet 800 mm x 1200 mm compliant with ECR standard.
8. Consignment insurance
- a) The rules of consignment insurance are generally regulated in the document VŠEOBECNÉ OBCHODNÍ PODMÍNKY - SCHENKER spol. s r. o..
- System transport
9. Cash on delivery
- a) SCHENKER accepts a cash on delivery if customer displays the full set of information (amount, variable symbol, account number) in the order or Contract.
  - b) If money cannot be collected due to refusal to pay or the insolvency of the payer during delivery attempt, the consignment will be returned to the customer at his expense or may be deposited with SCHENKER (storage fee will be charged in case it exceeds 3 days).
  - c) The rules for providing the COD service vary according to the country of unloading and will be clarified in a specific Contract, if applicable.
  - d) The maximum amount of cash on delivery is CZK 60,000 or the equivalent amount of the national currency of the country of unloading. Furthermore, SCHENKER reserves the right to limit the amount of cash on delivery to the payment method.
  - e) The preferred method of payment in the case of domestic transport is cashless payment by credit card.
  - f) Cash on delivery service fee is charged to the customer as specified in Contract or in transport offer.
  - g) For the product variant "home", the service is provided only for domestic transport.
10. Pre-notice delivery SMS / EMAIL
- a) The party stated by customer is informed by e-mail or SMS about the approaching delivery date (expected delivery date) after the shipment is checked-in for final delivery from the delivery terminal of SCHENKER.
  - b) The purpose of the service is to provide purely information, its subject is not to agree on the specific time of collection / delivery.
  - c) The service is an integral part of the home product variant.
11. Premium delivery 13 / Premium delivery 10
- a) The service enables the customer to request delivery of the consignment according to the delivery time of the premium product in the time window 08:00-13:00 resp. 08:00-10:00.
- b) Services are not combinable with the transport of dangerous goods and it is necessary to count with limited availability in some locations.
  - c) If SCHENKER does not comply with the terms of the service, the Client is entitled to compensation pursuant to Article VI, clause 11 of these Terms and Conditions.
  - d) Services are not available for "system" and "home" product variants.
12. Fix day delivery / Fix day delivery 13 / Fix day delivery 10
- a) Service allows the customer to choose a specific date of delivery (in the range of 0-3 days from the estimated lead time of product system).
  - b) The time window during unloading cannot be freely defined by customer, the available intervals are 8:00-16:30, 08:00-13:00 resp. 08:00-10:00.
  - c) The Fix day service is not combinable with the transport of dangerous goods and is subject of the limited availability at some locations.
  - d) If SCHENKER does not comply with the terms of the service, the Client is entitled to compensation pursuant to Article VI, point 12 of these Terms and Conditions.
  - e) Services are not available for "premium" and "home" product variants.
13. Date of delivery determined by agreement with the consignee (Fix day TBA)
- a) The service allows to the person nominated by the customer to choose a specific date for delivery (in the range of 0-3 days from the estimated lead time of product system).
  - b) The time window during unloading cannot be freely defined by customer, the available interval is 8:00-16:30 (deliveries abroad may be specified differently within the interval of 6:00-18:00).
  - c) The Fix day TBA service is not combinable with the transport of dangerous goods and is subject of the limited availability at some locations.
  - d) If SCHENKER does not comply with the terms of the service, the Client is entitled to compensation pursuant to Article VI, point 12 of these Terms and Conditions.
  - e) The service must be mandatorily used for delivery to recipients in the "B2C" segment, in cases where the "home" product variant is not ordered. These are cases when the request to deliver outside normal hours can be anticipated, the delivery location is in a residential building, there is no unloading equipment available at the place of delivery, the recipient is an individual. If the service is not ordered and there are problems at the unloading site or if the delivery cannot be made for the reasons stated above, the principal will be notified and may be charged for an additional delivery attempt.
  - f) For the product variant "home", the service is provided through the e-services portal and builds an integral part of the service package.
  - g) The service is not available for the "premium" product.
14. Transport of oversized cargo packages
- a) Consignments with packages from 240 to 300 cm (for a limit weight of 1,500 kg) and consignments with packages from 240 to 600 cm (for a limit weight of 30 kg) are subject to a special surcharge according to the current price list of services provided in the quotation or Contract.
  - b) Consignments with packages weighing more than 30 kg and at the same time longer than 300 cm may only be transported under direct transport.
  - c) Services are not available for "premium" and "home" product variants. Further limitations with other service options available under "system" may apply.
15. Manipulation (Inside delivery)
- a) The service allows delivery behind the so-called "1st lockable door".
  - b) The precondition of providing the service is that the driver can use the handling equipment available to him (pallet truck, hand truck) to handle the consignment up to the handover place.
  - c) The service is provided exclusively for domestic land transport.

16. Manipulation (Inside delivery) with disassembly of handling units
- The service allows delivery behind the so-called "lockable door", where the driver cannot handle the consignment to the place of handover using the handling equipment available to him (pallet truck, hand truck), or when the customer requires to disassemble the consignment firstly into pieces (cartons, boxes, business packaging, etc.) and only then deliver them to a designated place in delivery premises (warehouse, office building, shop, etc.).
  - It shall be considered that manual handling can cause the exceeding of the standard time counted for delivery (30 min). In that case additional fee for waiting time can be charged.
  - Limits for manual handling:
    - Driver  $\leq 700$  kg,  $\leq 2.8$  m<sup>3</sup>,  $\leq 0.48$  LDM.
    - Driver with assistant  $\leq 1400$  kg,  $\leq 5.6$  m<sup>3</sup>,  $\leq 0.96$  LDM.
    - None of the piece dimensions exceeds 80 cm.
    - When setting these limits, the legal limit for manual handling of loads max. 30 kg and the time required for handling not exceeding 10 min per unit was considered.
  - This service must not be carried out on consignments of dangerous or sensitive goods where handling poses a high risk of damage.
  - The service is provided exclusively for domestic land transport.
17. Econutral
- With this service, the Principal neutralises the carbon footprint produced by SCHENKER during the transport of its goods by paying the costs of this "neutralisation".
  - The 'neutralisation' is carried out by the non-profit organisation ATMOSFAIR by supporting emission reduction projects in developing countries under the auspices of the UN Clean Development Mechanism. A report detailing the number of tonnes of CO2 equivalents offset by atmosfair is available on request.
- Direct transport
18. Pre-notice pickup / delivery
- The representative of the customer is informed by e-mail (standard), or in any other way, according to the customs in the given locality, about an upcoming pickup (expected pickup date, loading slot of 4 hours) / delivery (expected delivery date).
  - The purpose of the service is to provide purely information, its subject is not to agree on the specific time of collection / delivery.
  - The service is usually performed on the day before loading by 12:00 or no later than 1 hour before loading, respectively. In case of delivery it is usually performed by 17:00 before the day of delivery or at least 1 hour before unloading.
19. Fix day pickup / Fix day delivery
- The service allows the customer to choose a specific date for pickup or delivery. No time interval can be selected.
  - Fix Day Pickup: The possible pickup time starts two days after ordering. Fix Day Delivery: The possible range of delivery times starts with the shortest possible delivery day according to the timetable. The ordered delivery date determines the pick-up date to prevent the goods being stored on vehicles. For the same reason, Fix Day cannot be ordered both for pickup and delivery in the same time.
  - The Fix day service is not combinable with the transport of dangerous goods and is subject of the limited availability at some locations.
20. Time window pickup / delivery (morning) / (afternoon)
- 4 different services allow the customer to choose the time window ("morning" and "afternoon") for pickup and delivery.
  - The time window during loading and unloading cannot be specified by the customer anymore, the three-hour interval is always valid (9:00-12:00, 13:00-16:00). Time windows during loading and unloading cannot be ordered together.
  - In some cases, the time window cannot be observed due to operational reasons; in the event of a delay, SCHENKER is obliged to contact the customer's representative and inform him of the new delivery date.
- d) The Fix day service is not combinable with the transport of dangerous goods and is subject of the limited availability at some locations.
21. Proof of delivery (POD)
- The service aims to provide the original CMR document serving as POD.
  - No individual customer documents such as packing instructions, delivery notes or commercial invoices can be returned.
  - The customer must comply with the agreed payment terms regardless of whether they have already received the POD or not.
  - The maximum time frame for returning a document to the customer is 30 days.

## VI. DELIVERY OF CONSIGNMENTS

- The rules of delivery of consignments are generally regulated in the document GENERAL BUSINESS CONDITIONS - SCHENKER spol. s r. o. The following points then specify the conditions for land transport.
- The consignment is provably delivered based on a written confirmation by the consignee on a standard SCHENKER form representing CMR document.
- The consignee's remark/comment on the status of the consignment or its packaging (or RP) must be made by the consignee at the moment of receipt of the consignment. The remark must contain a detailed justification, in the event of damage found, the description must be indicated on a standard SCHENKER POD form. Refusal by the consignee to accept the consignment is inadmissible. SCHENKER shall not be liable for any consequential damages resulting from the refusal to accept the consignment.

### System transport

- SCHENKER undertakes to procure the picking up of the consignment for distribution at the place of loading on the determined loading date (business days from Monday to Friday), usually from 8 a.m. to 4:30 p.m., however, not earlier than on the business day following the receipt of the sender's order, unless determined otherwise by the forwarding agreement or mutually approved agreement. At the consignment pick-up, the sender may request the confirmation of take-over of the consignment for distribution by SCHENKER on his own documents; however, he may not request to control and confirm content of the consignment for which SCHENKER is not responsible. The delivery period is from the consignment pick-up from the sender to the delivery to the recipient and is controlled in the Scheduling application accessible at the company's website.
- In the case of imperfectly packed consignments detected during transport, SCHENKER, in agreement with the customer, shall ensure its repackaging as the protection against damage. Material and labor costs will be re-invoiced according actual costs.
- SCHENKER realizes the delivery of the consignment to the place of destination within the standard delivery period (business days Mondays to Fridays, from 8 a.m. to 4:30 p.m., deliveries abroad may be specified differently within the interval of 6:00-18:00) which may be expected based on careful approach depending on the transport distance or within the period agreed with SCHENKER and considering that no special or unexpected situations occur during the transit. If any of the business days within the agreed lead time falls under a bank holiday in the respective country, the lead time is extended by one such day.
- The time limit for loading, unloading or clearing of the consignment is 30 minutes from the moment the vehicle arrives. Any extension of this time or handling the shipment outside the vehicle is only possible with the approval of SCHENKER. Handling of the consignment during unloading of goods may be required only if the handling equipment in the vehicle is used. In this case, the service must be ordered in advance by the customer. SCHENKER may apply a surcharge for downtime beyond the specified time limit of 30 minutes defined as 300,-

- CZK/each started 30 minutes or specified in a specific Contract. SCHENKER is entitled to request from the consignee or consignor a confirmation of the start and end of the loading or unloading.
8. SCHENKER fulfills its obligation by delivering "before the first lockable door". The place of delivery shall be one that is identified by the driver as safe and as close to the delivery address as is legally possible. The consignee must be informed that the place of delivery must be reachable by a lorry of 12 t gross weight.
  9. Possible further handling of the consignment can be agreed when the conditions for providing this accompanying service will be regulated in a specific Contract.
  10. The Client is obliged to pay the costs associated with repeated delivery of the consignment, return transport or storage fee. The rate for repeated delivery is set in the case of an international export consignments with a flat price of 29, - EUR / shipment or for international import and domestic consignments weighing up to 400 kg, the flat price of 420, - CZK / shipment or 1.4 CZK \* chargeable kg for consignments with a higher weight (unless otherwise specified in the contract). Storage fee will then be applied from the 4th consecutive day counted after the first delivery attempt and is set at 325, - CZK / pallet and calendar day (consignment on hold abroad) or at 27, - CZK / pallet and calendar day (consignment on hold in inland).
  11. In case of non-delivery of the consignment within the usual expected time due to an error of SCHENKER, the Contract can individually specify rules for compensation / discount from agreed freight.
  12. In the case of non-delivery of the consignment within the prescribed period, due to fault of SCHENKER for DB SCHENKER **system premium**, SCHENKER shall grant the shipper a 100% discount on the freight value (not expenses for possible additional services provided). The full compensation will be provided to the Customer on the basis of a written request that must be applied to SCHENKER within 30 days of the delivery of the consignment to the consignee.
  13. In case of non-delivery of the consignment within the specified time period for selected accompanying services (Premium delivery 13 / Premium delivery 10, Fix day delivery / Fix day delivery 13 / Fix day delivery 10) due to fault of SCHENKER, SCHENKER will compensate fully all charged surcharges for the corresponding services. The compensation will be provided to the Customer on the basis of a written request, which must be applied to SCHENKER within 30 days of the delivery of the consignment to the consignee. Other claims of the customer shall be extinguished.

#### Direct transport

14. The following restrictions apply to the loading and unloading of direct transport operations.
  - a) Loading and unloading shall be possible during at least 8 hours per day without any time window restrictions between 8:00 and 16:00.
  - b) Loading and unloading shall be possible from the rear over the loading ramp.
  - c) Loading and unloading equipment must be provided by the consignor or consignee.
  - d) Loading and unloading must be carried out by the consignor or consignee, not the driver.
  - e) The vehicle is equipped with one strap per loading meter as standard to secure the load.
  - f) Loading and unloading lasting up to half an hour is free (for FTL 1 h), waiting costs 300, - CZK for each additional 30 minutes commenced will be charged to the customer (unless otherwise specified in the Contract). The counted period shall start on arrival at the place of loading / unloading during standard working hours and shall end when all the transport / customs documents issued by the consignor have been handed over to the driver after loading or unloading or after the closure of all transport / customs documents by the consignee after the unloading process.
  - g) Requirements on equipment for securing cargo exceeding the standard shall be discussed in advance and may be charged to the customer.

15. Transportation time
  - a) begins with the pick-up date and time,
  - b) is calculated in working days,
  - c) it is not guaranteed (the customer is not entitled to any compensation for delays),
  - d) counts the operation of the car by one driver,
  - e) stated in transport order that is not in accordance with the usual delivery time (too short or too long) is excluded,
  - f) can be limited if
    - a. the place of loading and unloading is located on an island, in the mountains, in the city center with limited access, and on-site conditions do not allow the loading and unloading of trucks weighting 40 tones,
    - b. the time required for crossing the border will be extended, ferries and trains will be delayed, or unusual weather conditions encounters during transport.
16. In the event of failure of the following services, SCHENKER will not charge the agreed price (Time window at pickup / delivery, Fix Day pickup / delivery, Pre-notice pickup / delivery, Proof of delivery). This provision does not apply to early collection or delivery if the customer agrees with it. All situations that are subject to force majeure are excluded from these rules.

#### **VII. RESPONSIBILITIES OF SCHENKER FOR ANY DAMAGES INCURRED TO THE RECEIVED CONSIGNMENT**

1. The liability rules of SCHENKER for damage incurred on the consignment received are generally regulated in the document GENERAL BUSINESS CONDITIONS -SCHENKER spol. s r. o. The following points then specify the conditions for land transport.
2. The liability of SCHENKER as the carrier is granted:
  - a. in the case of self-entry (Par. 2474, Act no.89/ 2012 Coll., the Civil Code),
  - b. if a lump sum rate for transportation has been arranged with the customer,
  - c. if he issues his own forwarding document - CMR where he is identified as the carrier.

#### **VIII. PRICE LIST**

1. Freight prices are determined based on the distance, weight or volume of the consignment. Freight and extra fees for the required additional services are determined in the price offer or form an integral part of the Contract. By accepting them, the sender confirms he was provably acquainted with them.
2. SCHENKER reserves the right to introduce special extra fees in response to changes of fuel prices, seasonal fluctuations of transport capacity availability, or changes of service ability in some areas.
3. Pricelists are excluding the statutory VAT tax. Prices are also excluding activities related to customs clearances, customs duties, import value added tax and other import fees.

#### **IX. COMPLAINTS PROCEEDINGS, DEADLINES**

1. The rules of the SCHENKER complaint procedure are generally regulated in the document GENERAL BUSINESS TERMS AND CONDITIONS - SCHENKER spol. s r. o. The following points then specify the conditions for land transport.
2. SCHENKER is responsible for his contracted carriers and he shall assert any claims against the carriers in his own name and at the account of the customer. When asserting these claims against the carriers, the customer is obliged to co-operate, especially in the area of the provision of documents relating to the consignment, its value etc., as the basis for making the claims against the carrier.

#### **X. FINAL PROVISIONS**

1. Relations between the sender and SCHENKER not regulated by these Business Terms and by the provisions of the forwarding Contracts shall be governed by the relevant provisions of Act No. 89/2012 Coll., the Civil Code.

In the event of a dispute, the Parties shall attempt to negotiate in mutual accord. If during such negotiations no agreement can be reached, each Party may submit the dispute to the court of jurisdiction.

2. In the case of the arrangement of shipments of a DB SCHENKER *parcel* product, the SCHENKER business partner's general business terms shall apply, individually regulating the conditions of the executed transports, with which the customer will be acquainted before consignment collection and which are available on the company's website or which are a part of the particular forwarding agreement.

Nučice, 1. 1. 2023