

## Business Terms and Conditions – DB SCHENKER<sup>system</sup> and DB SCHENKER<sup>parcel</sup> (cross-border forwarding system)

### I. INTRODUCTORY PROVISIONS, DEFINITION OF FORWARDING SERVICES

1. DB SCHENKER<sup>system</sup> is a cross-border forwarding system of groupage consignments shipped to/from abroad, consisting of a network of regional distribution centers of DB SCHENKER AG Group, represented by SCHENKER spol. s.r.o. in the Czech Republic (the “forwarder”), interconnected by regular lines.
2. DB SCHENKER<sup>parcel</sup> is a cross-border forwarding system of parcel consignments using the forwarder’s contracting partners’ distribution networks or the distribution network of DB SCHENKER AG group.
3. The Business Terms and Conditions are an integral part of the Forwarding Contract and specify, in a binding manner, the relations arisen between the forwarder and the customer in the course of the transportation of consignments. By concluding the Forwarding Contract or accepting the transportation order, on the basis of 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 Forwarding Contract or making a transportation order the customer has fully familiarised himself with the content and wording of the Business Terms and Conditions and accepts these without reservations.
4. The arrangement of the consignment transportation shall be understood particularly as the following activities of the forwarder:
  - a) acceptance of the consignment for transportation,
  - b) arranging the transportation of the consignment from the point of its acceptance to the place of destination,
  - 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.
5. The customer may request other accompanying services provided by the forwarder particularly:
  - a) transportation of certain hazardous items,
  - b) ensuring the collection of payment for the goods on delivery,
  - c) insuring the consignment in the course of the transportation (the so-called cargo insurance),
  - d) customs procedures concerning the consignment,
  - e) and other services, which might be a part of the Forwarding Contract.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.
6. The arrangement of the consignment transportation is carried out from the place of dispatch to the place of destination under the terms and conditions agreed in the Forwarding Contract, or confirmed in the transportation order.

### II. PRODUCT OPTIONS DB SCHENKER<sup>system</sup>

1. DB SCHENKER<sup>system</sup> (the “system”) Shipment of groupage (system) consignments in the DB SCHENKER AG 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).
2. DB SCHENKER<sup>system premium</sup> (the “premium”) Shipment of groupage (system) consignments in the DB SCHENKER AG European network with an agreed delivery date. In the case that the forwarder 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, the forwarder shall return the paid fee to the sender.

3. DB SCHENKER<sup>parcel</sup> Shipment of parcel consignments in the contractual partners’ European networks or in DB SCHENKER AG’s European network, with the anticipated shipment time defined in the price offer or forwarding agreement (see Art. XI, par. 2 hereof).

### III. COMPULSORY PROPERTIES OF THE TRANSPORTED CONSIGNMENTS AS STIPULATED BY THE FORWARDER

1. The forwarder stipulates that the consignments must not contain any of the following items:  
gold, silver, works of art, precious metals, bank notes, coins, live animals or organisms, plants, perishable goods, milk products, meat or meat products, spirits, tobacco products, weapons, munitions, explosives, rockets, bombs, grenades or military transport units. These goods can only be transported under a special agreement.
2. Dangerous goods - goods listed in the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) must be properly declared to the forwarder, packed and labeled by the sender. If the sender fails to declare, pack and label such goods, the forwarder may refuse to accept the goods for collection or cancel the shipment or return the consignment to the forwarder. 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 as stated in the applicable restrictions for dangerous goods in the DB SCHENKER<sup>system</sup> (unless individually regulated otherwise in the concluded forwarding agreement) are excluded from delivery.
3. For the “parcel” product, the conditions are set differently (see Art. XI, par. 2 hereof).
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,
  - d) the package was 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,
  - e) the pieces with dangerous goods are duly packed and labeled in accordance with the European Agreement concerning the International Carriage of Dangerous Goods,
  - f) if the consignor sends to the consignee any written documentation relating to the consignment (a commercial invoice, delivery notes, etc.), he must insert these into the self-adhesive pockets and fasten them to the consignment.
5. A system shipment consists of individual loading units weighing ≤1.500 kg (in the case of a shipment request for a hydraulic-front vehicle 800 kg), of the following sizes: length ≤2,4 m, width ≤1,8 m, height ≤2,2 m. Loading units weighing >30 kg must be possible to handle with standard handling equipment. Shipments consisting of more than >5 loading units, where individual units weigh ≤30 kg must always be possible to handle with standard handling equipment. Non-system shipments (whose parameters exceed at least one of the said limits) should be shipped as direct consignments and may be accepted for collection only upon agreement with the sender.
6. Package consignment: consignment parameters are determined differently (see Art. XI., par. 2 hereof).

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, the forwarder 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 time 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 time of unloading (date, eventually hour),
  - d) the delivery terms including the place of destination,
  - e) the value of the consignment,
  - f) other additional data relating to the transportation of goods, their properties, methods of transportation and dates, which the forwarder requires for any of the accompanying services provided by him, which the customer may demand, particularly:
    - i) 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),
    - ii) for the collection of the payment for the goods on delivery (amount, currency, variable symbol),
    - iii) for insurance (the insured amount of the goods),
    - iv) for customs procedures, customs office of destination/clearance, contact person, contact telephone number,
    - v) and for others, which must be specified in the Forwarding Contract,
  - g) clear identification of the consignment,
  - h) the selected product option (unless stipulated by the sender, then DB SCHENKER **system** option applies).
2. 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 variant 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) the sender, or sender-appointed agent in specific cases, carries out customs clearance, upon verification of the customs procedure for the particular shipment,
  - g) for consignments including dangerous goods.  
Any other limitations or exceptions may be regulated by the particular forwarding agreement.
3. The sender's orders for picking up an import consignment for shipment for the next day are accepted by the forwarder on a business day by 3 p.m. at the latest.
4. The sender's orders for shipping an export consignment are accepted by the forwarder during working hours, by 5 p.m. at the latest. Orders delivered to the sender by 10 a.m. shall be performed on the same day (provided that the response period for loading will be more than 4 hours), however, on the next day at the latest.
5. Should the transportation order be cancelled by the customer within the period of less than 4 hours before the presumed beginning of the loading or should the consignment not be ready at the agreed time to be handed over by the consignor to the forwarder, the forwarder may demand the payment of a contractual fine up to the amount of the transportation charges.
6. In case that the mandator does not fill in his order via freight forwarder's electronic services for system road carriage - collection service, the freight forwarder may charge a fee of CZK 45,- per order to the mandator.

7. Freight forwarder is allowed to be compensated with CZK 45,- for his administrative efforts in case orders are repetitively provided wrongly or incompletely (after previous notice) and by equivalent sum of 30,- EUR in case of incorrect delivery terms.

#### V. DELIVERY OF CONSIGNMENTS

1. The forwarder 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 5 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 the forwarder on his own documents; however, he may not request to control and confirm content of the consignment for which the forwarder 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.
2. The forwarder provides for delivery of the consignment to the place of destination within the standard delivery period (business days Mondays to Fridays, from 8 a.m. to 5 p.m.) which may be expected from a prudent forwarder depending on the transport length or within the period agreed with the forwarder, provided that no special or unexpected situations during the forwarding of the consignment occur. If any of the business days within the agreed forwarding period is a banking holiday in the respective country, the forwarding period is extended by one such day.
3. The time limit for loading, discharge, or customs clearance of the consignment is 30 minutes from the time of vehicle presentation. Any extension of that time or handling of the consignment outside the vehicle is possible only subject to the forwarder's approval. Handling of the consignment during the discharge of goods may be required only provided that handling equipment in the vehicle is used. In such case, the service must be ordered by the sender in advance. The forwarder may apply an extra fee for downtime over the determined time limit of 30 minutes after the presentation of the vehicle for discharge and for handling, determined by the current tariff list specified in the price offer or particular forwarding agreement. The forwarder may request from the recipient or the consignor a confirmation of beginning or end of the loading or discharge time.
4. The forwarder meets his obligation by so called delivery "in front of 1<sup>st</sup> locking door". Any other handling of the consignment may be agreed with the forwarder and the conditions for such additional service shall be regulated by the particular forwarding agreement.
5. The sender shall pay the costs related to repeated delivery of consignment, return transport, or storage fees. Rate for second or each additional delivery is settled as 25,- EUR / consignment (unless not specified in the Forwarding Contract).
6. In the case of the failure to deliver the consignment in the usual anticipated time due to a mistake on the forwarder's side, an individual discount from the agreed freight may be regulated by the forwarding agreement.
7. In the event of the failure to deliver a consignment within the agreed period due to the forwarder's mistake for a DB SCHENKER **premium** product, the forwarder shall provide the sender with a discount of 100 % freight (excluding costs for any other additional services provided). The freight discount shall be provided to the sender based on a request notified in writing to be applied with the forwarder within 30 days from the date of the consignment delivery to the recipient.
8. The provisions of the previous two paragraphs shall not apply in the case of the consignment being undeliverable after the first attempt at making a delivery. An undeliverable consignment is understood as being a consignment which cannot be delivered even when exerting all specialist care because:
  - a) the consignee was not available at the place of destination at the time of the delivery,
  - b) the consignee refused to confirm the receipt of the consignment in writing or did not accept the consignment for unloading within the set time limit,

- c) the consignment recipient cannot be found in the designated place of delivery, or has moved,
  - d) the consignment recipient is at a place not accessible by transport or the consignment cannot be delivered by the available handling equipment.
9. An undeliverable consignment shall be stored at the forwarder's facility and, if a repeated attempt at delivery proves to be unsuccessful, it shall be returned to the customer at the customer's expense without this affecting the forwarder's right to compensation for the transportation and storage charges.
  10. The consignee's failure to accept the consignment shall not establish the entitlement of the consignor to compensation for costs arisen subsequently as a consequence of the non-acceptance of the consignment. The forwarder shall not be liable for the costs incurred in this way, unless the consignor substantiates the validity of such a claim of his on the grounds of the forwarder's liability.
  11. The consignment shall be deemed to have been provably delivered on the basis of the written confirmation of the consignee on the standard form of the forwarder.
  12. Any reservations of the consignee concerning the condition of the consignment or its packing have to be made by the consignee at the point of accepting the consignment. Any such reservations have to contain a detailed explanation and in the case of damages having been discovered, the method and extent of these must be given on the standard form of the forwarder. The refusal to accept the consignment by the consignee is not permissible. The forwarder shall not bear the liability for subsequently inflicted damages to the consignment as a result of the consignee having refused to accept the consignment.
  13. The customer may demand from the forwarder the return of the packaging, if the customer has the exchange of returnable packaging arranged with third parties, and if the conditions for ensuring this accompanying service are specified in the Forwarding Contract (particularly the required additional information for the order concerning the type, number of packaging, price terms and conditions, sanction conditions, conditions for monitoring the balance). A change of the actual number of the individual items to be carried compared with the order concerning the consignment with returnable packaging, as well as non-co-operation by third parties is not permissible, and in these cases the forwarder shall be relieved from the liability for incurred damages, if any. The forwarder shall not accept any sanctions of the customer or third parties which he has not bound himself to in a contractual manner.
  14. An exchangeable EURO pallet is considered to be a pallet of 800 mm x 1.200 mm, matching the standards set by the ECR Directive.

#### **VI. RESPONSIBILITIES OF THE FORWARDER FOR ANY DAMAGES INCURRED TO THE RECEIVED CONSIGNMENT**

1. The forwarder is responsible to the customer for damage to the received consignment if he was not able to avert it even though special care was exerted and the breach of the obligations was caused by circumstances excluding responsibility. The responsibility of the forwarder as a carrier applies:
  - 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 - consignment note where he is identified as the carrier.
2. The forwarder shall be responsible for actual damages, which shall be understood as damages, which have reduced the value of the customer's property as a result of the occurrence of a loss, which arose during the arrangement of the consignment transportation.
3. The forwarder shall be relieved from the responsibility for damages occurring to the received consignment, if:
  - a) even when exerting specialist care, which is usual in the commercial field of forwarding services, the forwarder could not have prevented the damage from occurring,
  - b) the damages occurred as a result of a breach of the customer's obligations set in the legal regulations, the

- Forwarding Contract or in these Business Terms and Conditions,
- c) the damages have been caused by a defect or by the natural character of the contents of the consignment or by defective packaging. The forwarder may bring the inappropriate or defective packaging to the attention of the customer; however thereby the customer shall not be relieved from the responsibility for the final appropriateness of the packaging should he not respond to the notification of the forwarder,
  - d) the customer has not claimed the damages from the forwarder within the period of time set in Article V, Sub-section 1 or Sub-section 3 of the Business Terms and Conditions or has not submitted the necessary documentation for the complaints proceedings which the forwarder is authorised to participate in by the customer and which he conducts in customer's name and on his account,
  - e) the damages have occurred during handling, loading, storage, or unloading of the consignment by the consignor, consignee or persons acting on behalf of the consignor or the consignee,
  - f) it is the goods' nature, due to which they are subject to entire or partial loss or damage, particularly fractures, rust, inner decay, dehydration, leakage, normal loss or insect/rodent activity.

#### **VII. 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 forwarding agreement. By accepting them, the sender confirms he was provably acquainted with them.
2. The forwarder reserves the right to introduce special extra fees in response to changes of fuel prices, seasonal fluctuations of transport capacity availability, or changes of serviceability 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.

#### **VIII. CASH-ON-DELIVERY CONSIGNMENTS**

1. The forwarder shall accept a cash-on-delivery service for shipment, when the sender fills in cash-on-delivery data in the forwarding agreement (amount, variable symbol, account number).
2. In the case that it is not possible to collect the cash on delivery due to the payer's refusal to pay cash on delivery or due to the payer's insolvency, the consignment:
  - a) shall be returned to the sender at his cost,
  - b) may be deposited with the forwarder, upon agreement with the sender, and a storage fee will be charged depending on the time, weight and volume of the consignment.
3. The rules of the provision of the cash-on-delivery service are different for each state of discharge and shall be specified in the particular shipping agreement, if applicable.
4. The maximum cash-on-delivery amount is CZK 60.000,- or the equivalent in the local currency of the state of discharge.
5. For the collection of cash on delivery, the sender is charged an extra fee determined in the particular shipping agreement.

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

1. The consignee shall be obliged to make a detailed written record of the damages to the consignment immediately after taking delivery of the consignment in cases where it is clear at first sight that the consignment is damaged. The incompleteness of the consignment or any other violation to it is also considered to constitute damage. In the instance of damages not clearly seen upon accepting the consignment, it is possible to make a complaint no later than within 3 days from the day of its acceptance. The forwarder must be given the opportunity to inspect the extent of the damage in person and the further handling of the damaged consignment must be undertaken

- according to the instructions of the forwarder or his insurance company.
2. The forwarder is responsible for his contract 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.
  3. The customer is obliged to exercise his right to compensation for damages arisen during the arranged transportation no later than within 6 months after handing over the consignment to the consignee.
  4. When exercising the right to compensation for damages from the forwarder, the customer is obliged to submit, in a manner not arousing doubts, credible written evidence as to the extent of the caused damages.
  5. Claims for damage to the consignment must be made with the forwarder without unnecessary delay after this having been ascertained, no later however than within six months of the date of acceptance of the consignment for transportation. Only the mandatory is entitled to make claims with the forwarder.

#### **X. INSURANCE OF CONSIGNMENTS**

1. Solely, on the basis of the written request of the customer, the forwarder may arrange for additional insurance of the consignment during the transportation above and beyond the liability of the forwarder required by law. The instruction of the customer has to specify the insured value of the goods, insured risks and the period for which the insurance of the goods should be arranged. Mere information about the price of the goods and delivery terms cannot be considered to be a request for the arrangement of insurance.
2. The insurance rates for individual types of transportation are dependent upon the type of the goods.
3. Additional consignment insurance ("cargo insurance") does not in particular apply to faulty or unsuitable packaging of goods, to damage to the packaging, to the risk of fraud, to damage caused by internal decay or the natural nature of/a natural defect in the goods, to damage caused by design, production or material defects, to damage caused by scratches and scrapes, to damage caused by late delivery of goods (just-in-time transportation), to damage caused by humidity and/or temperature fluctuations, to damage caused by breach of customs or other official regulations, to war and political risks as well as to indirect damage of all types.

#### **XI. FINAL PROVISIONS**

1. Relations between the sender and forwarder not regulated by these Business Terms and by the provisions of the particular forwarding agreement 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, either 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 sender's business partner's general business terms shall apply differently, individually regulating the conditions of the implemented transports, with which the sender will be acquainted before agreeing to the particular shipment and which are available on the company's website or which are a part of the particular forwarding agreement.

Rudná, 25 May 2018