

GENERAL BUSINESS TERMS AND CONDITIONS - SCHENKER spol. s r.o.

I. INTRODUCTORY PROVISIONS, DEFINITION OF SHIPPING SERVICES

1. The business terms and conditions form an integral part of a shipping contract that has been entered into and govern as binding the relationships that have arisen between the ordering party of the shipping (the sender, consignee or other contracting authority of the shipping) and the company of SCHENKER spol. s r.o. when shipping consignments by international or domestic transport. By entering into a shipping contract, the contracting parties in accordance with their consenting minds have reached an agreement on the wording of these terms and conditions, as specified below. Before entering into a shipping contract, the ordering party of the shipping shall be fully aware of the contents and wording of these business terms and conditions and shall accept these business terms and conditions without reservation. Services of SCHENKER spol. s r.o. are further provided in accordance with the current conditions applicable to the shipping, handling and storage of consignments, with the regulations of CMR, The Great Ocean Line or Airwaybill shipping documents issued by shipping and air carriers and regulations of shipowners or port companies, hired or contracted by the company of SCHENKER spol. s r.o.
2. SCHENKER spol. s r.o. reserves the right, at its sole discretion, to cancel or partially cancel the services provided, that is at any time, without prior notice and without any liability to the ordering party of the shipping, in the event of the discovery that the services or their parts are prohibited by applicable laws and regulations, especially by the laws of the European Union, the United States of America or national laws, including laws and regulations relating to the fight against terrorism and to the imposition of embargoes. Within the meaning of these laws and regulations, it regularly monitors senders, recipients or payers of individual shipments found on databases of entities created for this purpose by the European Union and the United States of America.
3. Furthermore, the company reserves the right not to provide coverage and is not obliged to provide any premium or other consideration to the extent to which such coverage, performance or payment would expose the insurer to international sanction, limitation or restriction under a United Nations resolution or stipulated by commercial or economic sanctions, laws or regulations of the European Union, the United Kingdom, the United States, or the legislation of the Czech Republic. These include, in particular, insurance coverage in the following countries and territories: Iran, Afghanistan, Syria, Cuba, North Korea, Burma, Belarus, Crimea incl. Sewastopol, Russia, Ukraine and Venezuela. Without cargo insurance company approval it is also not possible to carry out transport with cargo insurance from / through / to the countries (territories) stated in this article.
4. Quotes submitted by SCHENKER spol. s r.o. are always subject to subsequent confirmation, in accordance with the General Business Terms and Conditions of SCHENKER spol. s r.o. (in the form of a confirmation of the shipment order or other explicit written confirmation on the part of SCHENKER spol. s r.o.), and are valid in the normal shipping environment, with a reservation of changes in current tariffs and recent exchange rates.
5. Shipping of consignments means in particular the following activities of SCHENKER spol. s r.o.:
 - a) acceptance of the consignment for shipping
 - b) ensuring the shipment of the consignment from its place of acceptance to the place of delivery through another contracting carrier
 - c) ensuring the shipment of the consignment to the designated consignee
 - d) re-delivery of the consignment undeliverable on the first attempt
 - e) potential return of the undeliverable consignment to the ordering party of the shipping at the expense of the ordering party of the shipping
6. Specific shipment of consignments shall happen from the place of dispatch to the place of destination under the conditions agreed in the shipping contract.
7. SCHENKER spol. s r.o., in order to secure its claims under the shipping contract, has a statutory lien on the shipment while the shipment is at SCHENKER spol. s r.o. or with someone who has it on his/her person on behalf of SCHENKER spol. s r.o., or while SCHENKER spol. s r.o. has documents entitling it to handle the consignment. SCHENKER spol. s r.o. may also, at its own discretion, detain someone else's movable (consignment) which it has in its charge in order to secure the due or unpaid debt of the person to whom it should otherwise hand over the item (consignment). When claiming a statutory lien, SCHENKER spol. s r.o. shall proceed in accordance with the provisions of Section 1359 et seq. Act. No. 89/2012 of the Civil Code. SCHENKER spol. s r.o.; however, is not obliged to sell the consignment in a public auction pursuant to Section 1360. When exercising its right to sell it by a different means, SCHENKER spol. s r.o. may employ the services of a certified auctioneer with the sale of the consignment having to be announced at least twice in a national newspaper with an interval of at least 14 calendar days before the date of the sale of the security (i.e. the original consignment).
8. In the event that the service or parts of the service contemplated herein is prohibited under any laws or regulations, including but not limited to US-law, law of the European Community or national laws, including but not limited to laws and regulations relating to the fight against terrorism and embargos, SCHENKER spol. s r.o. is entitled to cancel the service or parts of the service at any time, without prior notice and without incurring any liability to Customer whatsoever.
9. 9.1 SCHENKER spol. s r.o. is not responsible for effects of the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union ("Brexit") and thus is not liable for any damages caused by delays due to

the consequences of Brexit. This shall include, but is not limited to, delays in customs clearance and/or during border processing.

9.2 Any additional costs due to the consequences of Brexit (e.g. storage costs, demurrage and detention, customs fees, port costs, costs of personnel) may be charged to you. SCHENKER spol. s r.o. will inform you once it has reliable information about additional costs.

9.3 SCHENKER spol. s r.o. shall be unilaterally entitled to terminate this contract with formal notice to you if the withdrawal of the United Kingdom from the European Union leads to a fundamental change of the contractual circumstances. Fundamental changes shall include, but are not limited to (i) the contractually obliged provision of services is rendered impossible or (ii) the continuation of the contract will place a substantial and significant financial burden.

10. The Parties agree that the export, import, re-export and in-country transfer of goods and/or services may be subject to restrictions under trade regulations, which include (without limitation) EU and U.S. export laws and regulations ("Trade Regulations"). Each Party warrants and represents that, in the fulfilment of its obligations under the Agreement, it will comply with all applicable Trade Regulations, as they may be amended or revised from time to time.

Customer is responsible for determining whether Customer's transactions are subject to Trade Regulations. Customer shall not engage Schenker to perform prohibited Services involving countries or persons subject to restrictions under Trade Regulations when the underlying transactions associated with those Services are subject to Trade Regulations. If necessary, Customer will obtain or qualify for all licenses, approvals, authorizations and/or exemptions required for compliance with Trade Regulations and provide Schenker with documentation of the same.

Schenker reserves the right to suspend provision of Services without any liability in cases where the Services would violate Trade Regulations. Customer acknowledges that Schenker is not obligated to and will not provide Services relating to internal repression or military goods."

11. Pricing Disclaimers

Our submitted quotes are based on the uninterrupted and largely unchanged freight schedules. However, due to the ongoing COVID-19 epidemic and more recently, the military escalation of the Russo-Ukrainian conflict, we continue to see delays, cancellations and a severe capacity shortage in the freight markets globally. The situation remains very volatile and beyond our control. As a result, our submitted quotes only take into account the situation of the market at the time of quoting and does not take into account any fluctuations in the market thereafter. **Our submitted rates should therefore only be used as an indication of the actual rates. We reserve the right to adjust our rates and accessorial fees (including without limitation add-ons and surcharges) unilaterally at a later stage in the event of market fluctuations. Further, during this period, we make no commitment to transit times, and liquidated damages or penalties relating to shipment delays will not be accepted. In addition, we reserve the right to reject shipments in the event of cancellations in freight schedules (including but not limited to flight cancellations and blank sailings).**

II. CHARACTERISTICS OF SHIPPED CONSIGNMENTS

1. SCHENKER spol. s r.o. stipulates that the contents of the consignments do not include in any case the following:
 - gold, silver, works of art, precious metals, banknotes, coins, live animals and organisms, plants, tobacco products, military weapons, ammunition, explosives, rockets, bombs, grenades, combat vehicles and damaged, repaired or used goods.These goods may be shipped, but only after a special agreement. If the ordering party of the shipping fails to inform SCHENKER spol. s r.o. when ordering the shipping that the items in question are excluded from transport, SCHENKER spol. s r.o. is not liable for any damage or loss of such goods.
2. The ordering party of the shipping is obliged, in accordance with international conventions, to properly declare to SCHENKER spol. s r.o. any dangerous goods, i.e. goods listed in ADR/RID/IATA-DGR or IMDG. If the goods are not properly declared by the ordering party of the shipping, SCHENKER spol. s r.o. is entitled to refuse the goods for shipping. Acceptance of incorrectly declared goods or incorrectly labelled goods for shipping does not exempt the ordering party of the shipping from any liability for any damages incurred.
3. Goods that are declared as food, feed and primary packaging is transported within the requirements of HACCP, i.e. during loading and unloading, the goods are protected from climatic influences, the goods are transported separately from smelly goods, separately and at least 80 cm from dangerous goods and are not stacked on dangerous goods and vice versa. The ordering party is obliged to properly declare SCHENKER spol. s r. o. goods that are subject to transport requirements within the HACCP requirements. If these goods are not properly declared by the ordering party, they shall be transported as other consignments.
4. SCHENKER spol. s r.o. is not obliged to review the suitability or quality of the packaging. The ordering party of the shipping is obliged to properly secure the consignment for shipping and to pack it with suitable and completely undamaged packaging that complies with all applicable laws and is suitable for the nature of the consignment so that, in view of the nature of the consignment:
 - a) protection of the contents of the consignment from any damage or loss in handling the consignment is ensured (including any special handling of the consignment required by the ordering party of the shipping);
 - a) the packaging of the consignment allows safe and proper handling of the consignment during shipping;
 - b) the packaging of the consignment (or the consignment itself) does not cause damage to other goods or the vehicle;
 - c) the address of the consignee of the consignment is indicated on the packaging, and if the nature of the consignment requires so, the ordering party of the shipping is obliged to mark it clearly with a mandatory handling

or warning label for the special handling of the consignment by the ordering party of the shipping and with all the relevant and legally required labels, in the case of the transport of dangerous goods listed in ADR/RID/IATA-DGR or IMDG.

5. The ordering party of the shipping is obliged to provide SCHENKER spol. s r.o. with correct and complete information on the contents of the consignment and its nature, as well as with all the facts necessary for the proper performance of the shipping, such as its weight, type, number of items, dimensions, marks, signs and packaging method as well as to notify SCHENKER spol. s r.o. about a consignment of higher value, in particular when the ordering party of the shipping requires the adoption of special measures when transporting the consignment or if the consignment is to be insured because of its higher value under the express will of the ordering party of the shipping. In the case of maritime transport, the ordering party of the shipping (the shipper listed in B/L) is obliged to hand over to SCHENKER spol. s r.o., after loading the goods into the container, a document or binding information on the total weight of the goods being shipped, including container weight (VGM). Furthermore, the ordering party of the shipping is obliged to secure the containers after completion of the loading with a security seal and to properly record the seal number in the "shipping instructions" of SCHENKER spol. s r.o. Otherwise, the ordering party of the shipping is obliged to compensate for any damage that was incurred to SCHENKER spol. s r.o. due to violation of these obligations.
6. SCHENKER spol. s r.o. reserves the right to charge a contractual penalty for the cancellation of the shipping order by the ordering party of the shipping on the day of loading. The amount of the contractual penalty is governed by the nature of the shipping and can be claimed up to the amount of the price of freight. Entitlement to compensation for damage incurred is not affected by this.

III. DELIVERY OF CONSIGNMENTS

1. SCHENKER spol. s r.o. shall ensure the delivery of the consignment to the place of destination at the normal delivery time, appropriate to the distance of the shipping and customary for the given type of shipping, or within the deadline agreed in writing with the ordering party of the shipping. The normal delivery time is the time when SCHENKER spol. s r.o., as a rule, delivers the consignment to the consignee, unless special or unexpected situations arise during the delivery of the consignment.
2. If the delivery time is to fall on a holiday or a day of rest, it will fall at the same time on the next business day, unless otherwise agreed in the contract.
3. The provision of the two preceding paragraphs shall not apply to cases when the consignment is undeliverable on the first attempt. An undeliverable consignment is then understood as a consignment which cannot be delivered even when every effort necessary is made to deliver the consignment, due to the fact that:
 - a) the consignee was not at the designated place at the time of delivery of the consignment;
 - b) the consignee refused to acknowledge receipt of the consignment in writing;
 - c) the consignee is not found at the designated delivery point, or has moved;
 - d) the consignee does not provide the documents required to release/accept the consignment;
4. If the consignment is not accepted correctly and in a timely manner by the consignee, the ordering party of the shipping shall bear all costs (such as storage fee, detaining fees, other fees, etc.) associated with storage of the consignment, the sale or liquidation or return of the consignment (under a new shipping contract entered into between SCHENKER spol. s r.o. and the ordering party of the shipping). The ordering party of the shipping expressly agrees that if the circumstances described in this article of the Business Terms and Conditions arise, SCHENKER spol. s r.o. is entitled to follow the provisions of Section 2570 of the Civil Code (Act No. 89/2012 Sb.) and sell the consignment. Furthermore, the ordering party of the shipping explicitly agrees that the time limit specified in the Section 2581 of the Civil Code is shortened to 2 calendar months. The entitlement of SCHENKER spol. s r.o. for the payment of its remuneration and any damages (costs) incurred is not affected by this.
5. Failure to accept the consignment on the part of the consignee shall not constitute the right of the ordering party of the shipping for reimbursement of the costs subsequently incurred as a result of the consignment not being accepted. SCHENKER spol. s r.o. is not liable for the costs incurred in this way unless the ordering party of the shipping proves the legitimacy of his/her claim because of a breach of obligations on the part of SCHENKER spol. s r.o.

IV. RESPONSIBILITY OF SCHENKER SPOL. S.R.O. FOR THE DAMAGE INCURRED ON CONSIGNMENTS TAKEN OVER

1. SCHENKER spol. s r.o. is liable to the ordering party of the shipping for damage caused to the accepted consignment, unless it can prove that it could not avert it or reduce its extent despite its due diligence and that the breach of obligations was caused by circumstances excluding liability. The liability of SCHENKER spol. s r.o. is defined in Section 2566, the Civil Code or, as the case may be, in the regulations of the relevant international transport conventions.
2. The ordering party of the shipping expressly acknowledges that the shipping contracts entered into from 1st January 1 2019 shall be subject to the provisions of Section 9a of the Road Transport Act No. 111/1994 Sb. i.e. liability for damage (and compensation for damage) is limited to a max. of SDR 8.33 per kilogram of gross weight of the consignment. Lost profits, indirect/consequential damages are not compensated for.
3. In accordance with valid legislation, SCHENKER spol. s r.o. waives liability for damage to the consignment accepted, especially if:

- a) it was not capable of preventing the loss despite due diligence;
 - b) the loss of the consignment, its damage or overdue delivery time was caused by the ordering party of the shipping,
 - c) by an order of the ordering party of the shipping, which was not caused by negligence of SCHENKER spol. s r.o., an intrinsic defect of the consignment or circumstances that SCHENKER spol. s r.o. cannot avert and the removal of consequences of which is not in its power.
4. SCHENKER spol. s r.o. is exempted from liability if loss or damage arises from a particular hazard related to one or more of the following facts:
 - a) the use of uncovered vehicles without tarpaulin if such use has been expressly agreed and noted in the consignment note;
 - b) the missing packaging or defective packaging of the consignment, which is not properly packed suitable for its nature or not packed at all, is exposed to loss or damage;
 - c) the handling, loading, storage or unloading of the consignment by the consignor, the consignee or persons acting on behalf of the consignor or the consignee;
 - d) the natural character of certain goods for which it is subject to total or partial loss or damage, in particular by fracture, rust, internal wasting, drying, leakage, normal loss or insect and/or rodent activity;
 - e) insufficient or defective markings or numbers of individual items of the consignment;
 5. The liability of SCHENKER spol. s r.o. in the case of exceeding the agreed delivery time, where the ordering party of the shipping proves that damage was incurred for this reason, is in case of land transport the compensation for damages limited up to the max. level of the freight price under the CMR Convention No. 11/1975 Sb. and Section 9a of the Road Transport Act.
 6. The liability of SCHENKER spol. s r.o. in the case of exceeding the agreed delivery time, where the ordering party of the shipping proves that damage was incurred for this reason, is in case of air transport the compensation for damages up limited up to the max. level of 22 SDR per kilogram under the Convention on the Unification of Certain Rules for International Carriage by Air No. 123/2003 Sb. m.s. (Montreal Convention).
 7. The ordering party of the shipping explicitly agrees that SCHENKER spol. s r.o. shall never be liable for damages arising from non-compliance with anticipated delivery times for the maritime transport of goods. The negotiation of a fixed delivery time is explicitly excluded in maritime transport, and if it is still stated in the shipping contract, it is regarded as an invalid arrangement.
 8. The ordering party of the shipping is not entitled to offset compensation for damage incurred during transportation or as a result of transport against the claim of SCHENKER spol. s r.o. to pay for the services provided or against the claim of SCHENKER to cover any damages (extra costs - for example storage fee, demurrage, restraint, etc.).
 9. If SCHENKER spol. s r.o. within its activities, also carries out storage and logistic operations, this activity and its liability shall be governed by the terms and conditions of the storage contract (Section 2415 et seq. of Act No. 89/2012 Sb., of the Civil Code).

V. COMPLAINT PROCESS, DEADLINES

1. The consignee is obliged to write a record on the consignment damage to the transport document immediately upon receipt of the consignment in the event that the delivered consignment is apparently and prima facie verifiably damaged. Damage is also considered to be the incompleteness of the consignment or its other damage. SCHENKER spol. s r.o. must be allowed to see in person the extent of the damage and further handling of the damaged consignment must be carried out in accordance with the instructions of SCHENKER spol. s r.o.
2. Deadlines for written notification and a claim for damage and the maximum amount of compensation for damage in individual transport sectors is always according to international transport conventions. In the Czech Republic according to Act. No. 89/2012 Sb. of the Civil Code or, as the case may be, Section 9a of the Road Transport Act No. 111/1994 Sb., they are as follows:

Valid provisions of guarantee	Claim time - Damage apparently unrecognisable on receipt	Time limit (deadlines) for legal action	Limitation of the amount of compensation for damage
1. Maritime Haag regulation - Visby rules	3 days	1 year	666.7 SDR per unit or 2 SDR per kg
Hamburg rules	15 days	2 years	835 SDR per unit or 2.5 SDR per kg
2. Air Montreal convention	14 days (in case of delay 21 days)	2 years	22 SDR per kilogram
3. Rail COTIF	7 days	1 year	17 SDR per kilogram
4. Road CMR - international transport	7 days (in case of delay 21 days)	1 year	8.33 SDR per kilogram
5. Road Domestic transport	7 days (in case of delay 21 days)	1 year within the meaning of Section	9.33DR per kilogram

(Section 9a of Act No.111/1994 Sb.)		630, para. 1 of Act No. 89/2012 Sb. and Section 9a of Act No.111/1994 Sb.	
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3. The relevant time limit for the written notification and claim of damages in court in accordance with international conventions and domestic transport (see table above) commences on the day the goods are handed over. Sundays and state holidays are not included in it.
4. Complaints in the case of damage of the consignment must be filed with SCHENKER spol. s r.o. without undue delay after the damage has been ascertained.
5. The ordering party of the shipping is always obliged to make a claim to the recipient in writing for damages arising from the shipment within the above mentioned time limit as of the handover of the consignment.
6. In exercising the right to compensation for damage with SCHENKER spol. s r.o. the ordering party of the shipping is obliged, in a clear and unambiguous manner that does not raise doubts, to document the extent of the damage incurred with credible written evidence. If the ordering party of the shipping fails to send these documents, SCHENKER spol. s r.o. has the right to reject the claim due to lack of evidence of the origin of the damage.
7. SCHENKER spol. s r.o. is obliged to express its statement to the ordering party of the shipping to the claim for damages no later than within 60 days from the date of exercising the right. This period shall be prolonged by the time during which the crucial documents necessary for the settlement of the complaint have not been delivered on the part of the ordering party of the shipping. Likewise, a time limit of 60 days for the opinion from SCHENKER spol. s r.o. shall be prolonged in case it is necessary to obtain comments from experts or emergency commissioners, or other documents from law enforcement authorities or other state bodies or institutions.

VI. INSURANCE OF CONSIGNMENTS

1. SCHENKER spol. s r.o. declares that it has, in accordance with the valid legislation of the Czech Republic, all necessary permits, concessions and, as a member of the Association of Forwarding and Logistics of the Czech Republic, valid insurance that covers its liability for damage incurred in connection with the performance of its activity in the position of the shipper or, as the case may be, carrier (in accordance with the applicable CMR Convention) and any other permits that entitle it to operate under this contract.
2. Beyond the statutory liability of the carrier (and as stated further), SCHENKER spol. s r.o. is obliged to obtain the insurance of the consignment during the transport (the so-called cargo insurance) only on the basis of a written order from the ordering party of the shipping. The order of the ordering party of the shipping must specify the insurance value of the goods, insurance variant/scope of coverage, the insurance risks and the period for which the insurance of the goods is to be provided. The mere indication of the price of the goods and the delivery condition on the order of the shipping cannot be considered as an order to take out the insurance. Unless the customer states otherwise in the written instruction the scope of coverage is automatically set at 100% of the value of goods including freight costs for all SCHENKER products (for a product of ocean transport, the scope of coverage is set at 110% of the value of goods including freight costs). Other important information about the SCHENKER product of cargo insurance can also be found in the promo card for cargo insurance, available on SCHENKER's blog.
3. The rates of cargo insurance for each type of transport are dependent on the type of goods and the individual territories.
4. Consignment insurance (cargo insurance) does not cover, in particular, the defective or inadequate packaging of goods, damage to packaging, damage caused by the delay in the delivery of goods (fixed term shipping), embezzlement risks, damage caused by internal destruction or natural character/defect of goods, damages caused by structural, manufacturing or material defects, damage caused by scratches and abrasions, damage caused by air humidity and/or temperature fluctuations, damage caused by breach of customs or other official regulations, war and political risks and indirect damages of all kinds.

VII. PROCESSING PERSONAL DATA

1. If there is processing of personal data on the part of SCHENKER spol. s r.o., this processing is governed by the SCHENKER Personal Data Processing Principles, the text of which forms an attachment to these terms and conditions and which is also available on <https://www.dbschenker.com/cz-en/about/db-schenker-czech-republic/personal-data-processing-policy> or upon request at the headquarters of SCHENKER spol. s r.o.
2. Personal data of third parties, which means personal data of employees and customers of business partners of SCHENKER spol. s r.o. and other natural persons involved in the cooperation with SCHENKER spol. s r.o. or, where applicable, other data that SCHENKER spol. s r.o. receives from a business partner in connection with the conclusion or performance of a contract, shall be processed in accordance with the valid legislation in the area of protection of personal data. This personal data will be used by SCHENKER spol. s r.o. for the purpose of fulfilling contracts with its business partners.

VIII. FINAL PROVISIONS

1. SCHENKER spol. s r.o. reserves the right to perform billing for the services provided in electronic form. For this purpose, an e-mail address has been established: ebilling.cz@dbschenker.com. Invoices sent in electronic form are provided with an electronic signature.
2. Relationships between the ordering party of the shipping and SCHENKER spol. s r.o. not governed by these Business Terms and Conditions and by the provisions of the shipping contract, shall be governed by the relevant provisions of international and Czech legal regulations.
3. Determining the relationships between the ordering party and SCHENKER spol. s r.o. Regarding types of land transport is governed by the Business Terms and Conditions of DB SCHENKER **parcel**, DB SCHENKER **system** (system transport), DB SCHENKER **part load** and DB SCHENKER **full load** (direct transport).
4. In the event of a dispute, the contracting parties shall attempt to reach a mutual agreement. If, during such negotiations, no agreement is reached, the dispute will be referred to the local court having jurisdiction.

January 1st 2023