

GENERAL COMMERCIAL TERMS AND CONDITIONS No. 1/2023 - CONTRACT FOR CARRIAGE OF GOODS

(hereinafter referred to as "**GTC**")

I.

General Provisions

1. Pursuant to these GTC, the Carriage of the goods means the act of the Carrier, on the basis of which the Carrier shall take over the consignment at the destination and transport it to the destination according to the terms and conditions set out in the purchase order.
2. The Carrier agrees to perform the Carriage for the Customer with professional care and in a proper and timely manner. The Customer agrees to hand over the consignment to the Carrier for Carriage in a due and timely manner and to pay the agreed price for Carriage, the carriage fee.
3. The rights and obligations of the Carrier and the Customer under an individual contract of carriage concluded on the basis of a purchase order shall be governed preferentially by the provisions set out in the purchase order. To the extent not stipulated in the purchase order, the mutual rights and obligations shall be governed by these GTC. Should the purchase order and GTC not contain rules for the mutual relations between the Carrier and the Customer, they shall be governed by the provisions of the Act No. 89/2012 Coll., the Civil Code, as amended, on the carriage of goods, or the Convention on the Contract of Carriage for International Carriage of Goods by Road CMR, in the case of an international carriage.

II.

Purchase Order and Performance Period

1. The Customer shall always send the purchase order to the Carrier in an electronic form without a guaranteed electronic signature attached or via a web-based application.
2. The purchase order shall contain:
 - purchase order No.;
 - place of loading and unloading,
 - the time of loading and the time of performance of the subject of the contract, i.e. the time limit for completion of the carriage to the place of unloading;
 - identification of the goods to be carried and their weight.
3. The Carrier shall confirm the receipt of the purchase order by clicking on the link attached to the purchase order within 20 minutes as of its receipt. The link is contained in the e-mail containing the purchase order ("digital purchase order - click here" orange button) or directly in the pdf purchase order under the "digital purchase order" hyperlink. The contract for the carriage of goods on the basis of a purchase order shall be deemed to be concluded upon the confirmation of acceptance of the partial purchase order being delivered to the Customer without reservation. Should the Carrier fail to acknowledge the receipt of the purchase order to the Customer within the time specified in this paragraph, it shall be deemed not to have accepted the purchase order.
4. The Customer is entitled to unilaterally cancel an acknowledged purchase order. Should it cancel the acknowledged purchase order no later than 24 hours before the scheduled

loading date, the Carrier shall not be entitled to any financial compensation. Should the Customer cancel the acknowledge purchase order unilaterally at a later time, the Customer shall reimburse the Carrier for the reasonable costs incurred so far to perform the Carriage according to the contract. The purchase order (or a part thereof) shall not be cancelled without the agreement of the Carrier after the goods have been transported to its destination and released to the consignee.

5. Should the Carrier be unable to fulfil its obligation within the agreed scope or time of performance for serious reasons, it shall notify the Customer without undue delay. If the Customer incurs additional costs as a result of the Carrier's failure to fulfil its obligations under the Contract, the Customer shall be entitled to claim such costs from the Carrier.
6. The Carrier shall take care of the goods accepted for transport as a warehouse keeper, i.e. to confirm the acceptance thereof in writing, to store them for the carriage separately from other goods in a suitable manner appropriate to its nature.
7. The Carrier shall be liable for damage to the goods intended for carriage caused from the moment of the acceptance thereof for carriage.
8. Should the Carrier fail to meet the loading and/or unloading date as per the purchase order, the Carrier shall pay to the Customer a contractual penalty amounting to 50% of the agreed carriage fee for each such individual breach. The Customer is entitled to set off this contractual penalty with the carriage fee, whereas the payment thereof shall not affect the Customer's right to compensation for damage incurred by the Customer as a result of the Carrier's delay.

III.

Price and Payment Terms

1. The carriage fee is contractual and mutually agreed to in advance by the Parties. Any extra costs shall be borne by the Carrier.
2. VAT at the current legal rate shall be added to the carriage fee upon invoicing.
3. The carriage fee shall be invoiced after or along with the proper completion of the carriage on the basis of the related documentation (transport order, acceptance of the shipment for carriage, delivery of the consignment).
4. All invoices issued shall contain any and all details as for a tax document and shall become due in 60 days as of the date of their proper issue and entry by the Carrier in the Customer's web-based application "Digital Purchase Order" along with any and all documents evidencing proper performance of the carriage. The link to the "Digital Purchase Order" is located in the e-mail with the purchase order ("Digital Purchase Order - click here" orange button) or directly in the pdf purchase order under the "Digital Order" hyperlink. The Carrier shall enter the invoice and related documents in the Customer's web-based application within 7 days from as of the carriage date.

IV.

Other Rights and Obligations

1. The Carrier shall introduce itself as Spedica in the communication in the place of loading and unloading.

2. The Carrier is not entitled to address customers under its own name and to contact them beyond the scope of the carriage carried out for the Customer.
3. For the entire period of performance of obligations under the contract concluded with the Customer, since the contract conclusion, the Carrier shall have the liability insurance for damage caused by the operation of the vehicle (third-party liability) and liability insurance for damage to the goods transported and related damage caused during the transport of the goods or as a result of damage to the goods transported, including late delivery of the goods to the final recipient.
4. The risk of damage to the transported goods passes to the Carrier at the moment of handing over the goods by the Customer or the Sender for transport according to the concluded contract.

V.

Confidentiality

1. For the term of the contract for carriage and for a period of one (1) year after the termination of the contract for carriage, the Parties shall not disclose the information about the performance of the contract of carriage, in particular, information on prices and the identification of the consignors and final consignees of the consignments to third parties, without the prior written consent of the other Party. The disclosure of such information to third parties shall be confidential and to the extent necessary to fulfil the legal obligations of the Parties or the Carrier's obligations under the contract for carriage concluded with the Customer.

VI.

Contractual Penalties

1. Should the Carrier fail to meet the agreed term of performance according to the purchase order, namely the term of loading and unloading of the transported goods, it shall pay to the Customer a contractual penalty amounting to 50% of the carriage fee.
2. In the event of a breach of the Carrier's obligation referred to in Article IV (2) of these GTC, the Customer is entitled to demand a contractual penalty from the Carrier of up to CZK 1,000,000.00 for each individual breach. The Parties have agreed that the amount of this contractual penalty is adequate and justified, as the Customer's customer-supplier relationships are based upon its essential know-how and in the event of a breach of the above-mentioned obligation, this structure of the Customer's business would be irreversibly disrupted.
3. Should the Carrier violate its obligation to have the insurance as per Article IV(3) of these GTC concluded, the Customer is entitled to demand a contractual penalty amounting to CZK 100,000 for each such violation.
4. In the event of a breach of the obligation to maintain confidentiality and secrecy of information, the Carrier shall pay to the Customer a contractual penalty amounting to CZK 100,000 for each individual case of breach of confidentiality.
5. The imposition and/or payment of contractual penalties under this Article shall be without prejudice to the Customer's right to compensation for damage incurred as a result of the Carrier's default.

6. The Customer is entitled to unilaterally set off any claims for payment of contractual penalty and/or compensation for damages with the Carrier's receivables from the Customer.

VII.

Final Provisions

Should any provision of the Contract for Carriage of Goods or the individual purchase order be or become or be found to be invalid or unenforceable, the validity and enforceability (to the maximum extent permissible under applicable law) of the remaining provisions of the Contract for Carriage of Goods as per the purchase order and these GTC or the individual purchase order shall not be affected. In such a case, the Parties agree to replace such invalid or unenforceable provision with a valid and enforceable provision that will have, to the greatest extent possible, the same meaning and effect corresponding to the intention of the provision to be replaced.