

## **GENERAL TERMS AND CONDITIONS NR. 2/2025 - CONTRACT FOR THE CARRIAGE OF GOODS**

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

### **I.**

#### **General Provisions**

1. Pursuant to these GTC, the carriage of 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 undertakes to hand over the consignment to the Carrier for Carriage in due and timely manner and to pay the agreed price for the Carriage (hereinafter referred to as the "Carriage Fee").
3. The rights and obligations of the Carrier and the Customer under a Contract for the Carriage of Goods 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. If the order and the GTC do not contain rules for mutual relations between the Carrier and the Customer, they are governed by the Convention on the Contract of Carriage for International Carriage of Goods by Road (also referred to as the "CMR Convention") and the provisions of Act No. 89/2012 Coll., the Civil Code, as amended.
4. The Carrier undertakes to always provide a waybill in accordance with the CMR Convention for the 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, including these GTC, shall be deemed to be concluded on the basis of the order at the moment when the confirmation of acceptance of the partial order is delivered to the Customer without reservation or at the moment when the Carrier performs the actions aimed at the commencement of carriage (in particular, but not

exclusively, by providing the registration number of the vehicle to be transported to the Customer, etc.). If the Carrier fails to confirm acceptance of the order to the Customer within the time limit set in this paragraph, even upon the Customer's email urging, the Carrier shall be deemed not to have accepted the 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 acknowledged 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. In the event of any problems and/or uncertainties arising or discovered during transportation, including possible jeopardy to the agreed loading/unloading dates, the Carrier undertakes to inform the Customer of these facts immediately and without delay. The Carrier undertakes to inform the Customer of any fact occurring or discovered during the carriage which is contrary to the terms of the Contract for Carriage of Goods and undertakes to keep the Customer informed of the progress of the transport (exact time of loading/unloading, time, occurrence and reason for downtime, time of loading/unloading, etc.).
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.

### **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 (carriage 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. They are not if all the conditions of invoicing

under this paragraph are not met, the Customer is entitled to return the invoice to the Carrier for reworking. Upon receipt of the corrected invoice, the new due date will start.

5. If clauses according to Article 24 and Article 26 of the CMR Convention are agreed in the Contract, a surcharge of 5% of the Carriage Fee is agreed.

#### **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. The Carrier is not entitled to attach any other consignment and/or anything else to the consignment and/or to attach another vehicle, to transfer the consignment to another vehicle or to use another carrier, subcontractor and/or helper to carry out the transport of the consignment without the written consent of the Customer.
4. The Carrier undertakes to participate in the loading and unloading, to follow Article 8 of the CMR Convention, to enter the clauses of Article 24 and Article 26 of the CMR Convention, if agreed, in the CMR document, to check the number of pieces and the marking of the consignment, the apparent condition of the consignment, the packaging of the consignment and the method of storage on the vehicle. In the event that the Carrier is unable to do so, the Carrier undertakes to make a written reservation in the CMR, verbally stating the reasons. In the event of a misplaced consignment, the Carrier undertakes to notify the Sender with a request for rectification, and if the Sender fails to reload the consignment, the Carrier shall inform the Customer and make a written reservation in the CMR. The Carrier fills in the CMR sheet according to the Customer's instructions, and if the Carrier has not been provided with the CMR sheet by the Sender, the Carrier undertakes to draw it up and submit it to the Sender at its own expense, including the entry of the agreed amount of clause Article 24 or Article 26 of the CMR Convention, if it has so been agreed.
5. 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.
6. 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.
7. The Carrier is not entitled to assign any claim against the Customer to a third party without the prior written consent of the Customer.
8. The Carrier declares that it is able to carry out the carriage under the agreed conditions and is aware of, complies with and undertakes to observe all legal regulations of the countries concerned for the proper performance of the international carriage.

#### **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 for the Carriage of Goods, in particular, information on prices and the identification of the Senders 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. If the Carrier fails to meet the loading date as per the order, it is obliged to pay the Customer a contractual penalty of 100% of the Carriage Fee for each such individual breach. The Customer is entitled to offset this penalty against the Carriage Fee.
2. If the Carrier fails to meet the unloading date according to the order, it is obliged to pay the Customer a contractual penalty of 100% of the Transport Fee. The Customer is entitled to offset this penalty against the Carriage Fee.
3. 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.
4. 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.
5. 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.
6. The Customer is also entitled to a contractual penalty of 100% of the Transport Fee for each case of breach:
  - a) if the Carrier fails to properly inspect the condition of the shipment or its packaging;
  - b) if the Carrier fails to inspect the stowage of the shipment prior to commencement of transportation;
  - c) if the Carrier fails to inform the Customer in time about the discrepancies of the CMR with the Contract;
  - d) if the Carrier fails to comply with the obligation to inform the Customer in time if the agreed loading/unloading dates are endangered;
  - e) if the Carrier fails to electronically deliver the transport documents to the Customer in due and timely manner
  - f) if the Carrier breaches any obligation under Article IV, paragraph 3 of these GTC,

and the Carrier undertakes to pay the contractual penalty.

7. The Customer shall also be entitled to a contractual penalty in the amount of (ten) times the Transport Fee if the Carrier fails to make the agreed entries in the CMR document (in particular the clauses pursuant to Article 24 or 26 paragraph 2 of the CMR Convention, if agreed in the Contract).
8. 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.
9. 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**

1. 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.
2. The parties agree on Czech law as the applicable procedural and substantive law. At the same time, the parties agree on the local jurisdiction of the courts for the resolution of any disputes arising from this Contract, so that in the case of a competent district court, the court of the Customer shall be the court of local jurisdiction.