

# GENERAL TERMS AND CONDITIONS OF THE SENDER

of Qlogix Transports s.r.o., with its registered office at Příčná 1892/4, Nové Město, 110 00 Prague 1,  
Czech Republic, Company ID (IČO): 234 34 597, registered in the Commercial Register kept by the  
Municipal Court in Prague, file No. C 425788

## Article I – Basic Provisions and Legal Regime

- 1) These General Terms and Conditions of the Sender (hereinafter the "Sender's GTC") are issued by Qlogix Transports s.r.o., with its registered office at Příčná 1892/4, Nové Město, 110 00 Prague 1, Company ID (IČO): 234 34 597, registered in the Commercial Register kept by the Municipal Court in Prague, file No. C 425788 (registered on 26 June 2025) (hereinafter the "Sender"), for the purpose of regulating the rights and obligations of the parties to a contract for the carriage of goods (hereinafter the "Contract of Carriage") concluded by the Sender, as the party ordering the carriage, with a natural person, legal entity or other legal subject that is an entrepreneur and that undertakes to perform the carriage under the Contract of Carriage (hereinafter the "Carrier"). When concluding and performing the Contract of Carriage, the Carrier acts within the scope of its business activity and shall not be regarded as the weaker contracting party.
- 2) Carriage of a consignment means either domestic carriage of a consignment (where the place of taking over of the consignment and the intended place of its delivery are situated in one and the same state) or international carriage of a consignment (where the place of taking over and the place of delivery are situated in two different states).
- 3) Under the Contract of Carriage, the Carrier undertakes towards the Sender to carry the consignment from a certain place (place of dispatch) to a certain other place (place of destination), and the Sender undertakes to pay the Carrier remuneration (the freight).
- 4) The legal relations arising from the Contract of Carriage in international road freight transport are governed by Czech law, i.e. primarily by the Convention on the Contract for the International Carriage of Goods by Road (Decree No. 11/1975 Coll., as amended, hereinafter the "CMR Convention") and, in matters not regulated by the CMR Convention, by Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the "Civil Code"), and by these Sender's GTC. In domestic road freight transport, the legal relations arising from the Contract of Carriage are governed by the Civil Code, by Section 9a of Act No. 111/1994 Coll., on Road Transport, as amended, and by these Sender's GTC. Any orders concerning carriage by air freight are governed by the Convention for the Unification of Certain Rules for International Carriage by Air (Montreal Convention, Communication No. 123/2003 Coll. of Int. Treaties) or, where applicable, by the Warsaw Convention (Decree No. 15/1935 Coll.).
- 5) These Sender's GTC form an integral part of the Contract of Carriage concluded between the Sender and the Carrier (jointly the "Contracting Parties"). Deviating provisions of the Contract of Carriage take precedence over the provisions of these Sender's GTC. Any deviations from these Sender's GTC must be agreed between the Contracting Parties in writing, otherwise they are invalid.
- 6) The Carrier's business terms and conditions shall apply only where the Sender has expressly accepted, in writing in the Contract of Carriage, that the Carrier's business terms and conditions take precedence over the wording of the Sender's GTC. Otherwise, the Sender's GTC take precedence over the Carrier's business terms and conditions.
- 7) The Carrier is obliged to acquaint itself with the Sender's GTC before concluding the Contract of Carriage. By concluding the Contract of Carriage the Carrier becomes bound by these Sender's GTC and expresses its consent to them. Consent to the Sender's GTC may also be expressed in another manner, in particular by electronic communication between the Contracting Parties or by implied conduct of the Carrier aimed at performing the carriage. The Sender's GTC apply to all contractual relations between the Carrier and the Sender concerning the carriage of a consignment, from the moment of conclusion of the Contract of Carriage until the moment of complete fulfilment of all obligations arising therefrom or related thereto.

- 8) The Sender is entitled to update or amend the Sender's GTC from time to time. All amendments, supplements or the full wording of the updated Sender's GTC shall always be issued by the Sender in writing and published in an appropriate manner on its website.
- 9) Should any provision of the Sender's GTC or of the Contract of Carriage be invalid, the remaining provisions shall not be affected by such invalidity. The Contracting Parties shall replace the invalid provision with a new provision that comes as close as possible to the intention of the Contracting Parties agreed upon conclusion of the Contract of Carriage.
- 10) Where these Sender's GTC require the written form for a certain act, such form is deemed complied with also where the act is made in electronic form (e.g. e-mail, SMS, WhatsApp or similar communication tools). An electronic signature also means the mere indication of the name and surname of the sending person at the end of the electronic communication or an automatically attached signature block.
- 11) Communication between the Sender and the Carrier shall take place primarily electronically. The Sender sends messages or documents to the Carrier to the e-mail address notified by the Carrier or to the e-mail address used by the Carrier in communication with the Sender. An e-mail sent by the Sender to such an address is deemed delivered on the day of dispatch, and the Carrier guarantees to the Sender the operability of such electronic communication.

## **Article II – Transport Order and Conclusion of the Contract of Carriage**

- 1) The Contracting Parties conclude the Contract of Carriage on the basis of the Sender's transport order (hereinafter the "Order") and its acceptance by the Carrier. The Order is a unilateral legal act of the Sender addressed to the Carrier for the purpose of performance of the carriage of a consignment and is regarded as a proposal for the Contract of Carriage.
- 2) The Sender sends the Order to the Carrier electronically, and the Order contains in particular: identification data of the Sender (business name, registered office, Company ID, Tax ID, contact person – dispatcher), specification of the consignment (indication of its kind, dimensions and weight), indication of the place and date of loading, indication of the place and date of unloading, the price of carriage, and any special requirements of the Sender concerning the carriage of the consignment.
- 3) The Order is deemed duly accepted where the Carrier confirms it in writing within 2 hours during working hours of its delivery; the Order may stipulate a shorter period. Upon expiry of this period, the Sender is no longer bound by the proposal for the Contract of Carriage; however, the Sender may subsequently accept a late confirmation of the Order by the Carrier, either expressly or by implied conduct.
- 4) The Contract of Carriage is deemed concluded also where the Carrier does not expressly confirm the Order but, after its delivery, starts acting in accordance with the Order (e.g. communicates the registration plates of the vehicle or presents the vehicle for loading). In such case the Contract of Carriage is concluded in the wording of the Sender's Order and these Sender's GTC.
- 5) Where the Carrier confirms the Order with reservations, amendments, limitations or other changes, such confirmation constitutes a rejection of the original proposal and a new proposal for the Contract of Carriage addressed by the Carrier to the Sender. In such case the Contract of Carriage is concluded only upon unconditional written confirmation of the new proposal by the Sender.
- 6) The person accepting the Order declares that it is duly authorised, entrusted or empowered to conclude the Contract of Carriage on behalf of the Carrier. Should this declaration prove untrue, such person is liable for all damage arising from the invalid conclusion of the contract and undertakes, as a guarantor, to settle the monetary obligations of the Carrier arising under the accepted Sender's GTC if the Carrier fails to settle them.
- 7) The Carrier has no right to reimbursement of costs incurred in connection with presenting the vehicle for loading in respect of a carriage whose Order it did not confirm in writing within the period under paragraph 3 of this Article and whose late confirmation the Sender did not accept, since in such case the Contract of Carriage is not deemed concluded.

- 8) The Contracting Parties are bound by the concluded Contract of Carriage and are not entitled to cancel it unilaterally unless the Contract of Carriage, these Sender's GTC or generally binding legal regulations provide otherwise. Any changes or amendments to the concluded Contract of Carriage may be made only in writing; with reference to Article I(10) of these GTC, the written form of an amendment is deemed complied with also where the act is made in electronic form.
- 9) An amendment to the Contract of Carriage increasing the agreed freight, concluded by the Sender in the course of the carriage itself under a threat by the Carrier that it will not deliver the carried consignment to the agreed place of unloading, is regarded as an invalid legal act.
- 10) The document evidencing the conclusion of the Contract of Carriage is the consignment note or the CMR consignment note. The consignment note is made out in three original copies bearing the stamp and signature of the consignor of the goods and of the Carrier; one copy is for the consignor of the goods, one for the Carrier and one accompanies the consignment. The absence, irregularity or loss of the consignment note does not affect the existence or validity of the concluded Contract of Carriage.
- 11) The Sender is entitled to cancel the Order no later than 24 hours before the agreed loading date, without any sanctions on the part of the Carrier. In the event of cancellation of the Order by the Sender less than 24 hours before the agreed loading, the Sender shall reimburse the Carrier only the justified, proven costs of the void trip agreed by both parties, up to a maximum of EUR 50; the Carrier has no right to reimbursement of any further damage or lost profit. Where the vehicle does not comply with the loading conditions or the driver does not hold all necessary vehicle documents, the Sender is entitled to cancel the Order without any sanction and is entitled to compensation for damage from the Carrier.

### **Article III – Rights and Obligations of the Contracting Parties**

- 1) The Carrier's fundamental obligation is to perform the carriage of the consignment in accordance with the terms of the Contract of Carriage with all professional care, so that the consignment is taken over for carriage at the agreed loading date by an operationally and technically fit vehicle and, after performance of the carriage within the agreed or a reasonable period, is handed over to the authorised consignee in an intact qualitative and quantitative condition. The Carrier is obliged to duly take care of the entrusted consignment as well as of items taken over in connection with the consignment (e.g. documents relating to the consignment).
- 2) When performing the carriage, the Carrier is obliged to follow the Sender's instructions. If the Carrier has not received the necessary instructions, it is obliged to request their completion. In the event of danger in delay, the Carrier is obliged to continue the carriage even without such instructions in a manner protecting the Sender's interests to the greatest possible extent. Where necessary, the Carrier is obliged to request supplementary information regarding the Order from the Sender so as to be able, with professional care, to present a suitable vehicle, determine the optimal route, its time schedule, safe parking and arrival at the unloading point within the consignee's working hours.
- 3) The Carrier is obliged to present for the carriage a technically and operationally fit vehicle suitable for the safe carriage of the given type of consignment, including an undamaged loading area and tarpaulin. The Carrier is responsible for the mandatory equipment of the vehicle crew and its use (protective helmet, protective glasses, working gloves, working shoes) and for the carriage being performed only by persons with the necessary professional competence. The Carrier is obliged to carefully select a competent vehicle crew, demonstrably instruct it on working procedures and the carrier's liability, and provide it with all mandatory documents for the due performance of the carriage.
- 4) The Carrier is obliged to attend both loading and unloading and is responsible for their due performance. At loading, the vehicle crew is obliged to carry out a record check of the apparent condition of the consignment, its packaging, the transport-safe stowage and fixing of the consignment on the vehicle, as well as of the accuracy of the particulars in the CMR consignment note concerning the number of packages and their marking within the meaning of Article 8 of the CMR Convention. The Carrier is obliged to check in particular the quantity and weight of the consignment, its marking, the intactness of the packaging, the apparent condition of the consignment and the manner of its stowage on the vehicle, as well as all accompanying documents (delivery notes, pallet notes, etc.) and the particulars recorded therein.

- 5) The Carrier is obliged to ensure that the particulars in the accompanying documents correspond to the actual condition of the loaded or carried consignment, and at the same time that the actual condition of the consignment corresponds to the particulars stated in the Contract of Carriage or the accepted Order. Upon discovering any discrepancy, the Carrier is always obliged to notify the identified differences to the Sender without delay (notification obligation) and to request instructions on how to proceed; the Carrier must not leave the loading point before receiving such instructions. If the Carrier disagrees with the Sender's instructions, it is obliged to perform the carriage as agreed in the Contract of Carriage; in other cases it is obliged to proceed in accordance with the Sender's instructions. If the Carrier fails to fulfil the notification obligation under this paragraph and, due to the identified discrepancy, does not perform the carriage of the entire consignment as handed over to it at loading, the Carrier is obliged to pay the Sender a contractual penalty in the amount of the agreed freight. If the Carrier performs the carriage of the consignment as handed over at loading without fulfilling the notification obligation, it does so at its own responsibility, and any related damage or additional costs shall be borne exclusively by the Carrier.
- 6) The vehicle crew is obliged to draw the consignor's attention to any recognisable defect in the packaging or stowage of the consignment and to any apparent inaccuracy of the particulars in the CMR consignment note, as well as to apparent circumstances at loading which could cause damage to the consignment or endanger road traffic safety. Where there is an obvious risk of damage to the consignment or endangerment of road traffic, the crew is obliged to request remedy and, if remedy is not provided, must not commence the carriage; the Carrier shall record such facts as a written reservation in the CMR consignment note and inform the Sender without delay. If the crew is not admitted to the loading or inspection of the consignment, it is obliged to notify the Sender thereof without delay, request its instructions and make an entry to this effect in the CMR consignment note.
- 7) The Carrier is obliged to have available at loading the necessary securing materials and aids corresponding to the nature of the consignment (undamaged and sufficiently dimensioned lashing straps, wedges, spreader bars, anti-slip mats, protective corners, etc.) and to secure the load on the vehicle in accordance with the applicable safety regulations so as to protect both the physical integrity of the consignment and road traffic safety. The Carrier is obliged to secure the consignment so that it is not damaged or lost.
- 8) The Carrier is obliged to inform the Sender of the presentation of the vehicle for loading and, after loading, of the actually loaded weight of the consignment. The Carrier is further obliged to keep the Sender continuously informed of the due course of the carriage (exact date of loading, customs clearance, unloading, etc.) as well as of all disruptions or obstacles to the due performance of the Contract of Carriage. After unloading, the Carrier is obliged to notify the Sender thereof within one hour of its completion. Upon the Sender's request, the Carrier is obliged to provide complete and truthful information on the performance of the contract, in particular on the current location of the consignment, and, in the event of imminent damage, to provide upon request the telephone contact of the driver performing the carriage without delay. Where contact persons of the Sender (dispatchers) are specified in the Contract of Carriage, the Carrier shall provide the information through such persons (including by telephone).
- 9) The Carrier is obliged to inform the Sender without delay of any risk of damage, risk of delay in the carriage, and other circumstances affecting the due performance of the Contract of Carriage. Should any damage occur to the consignment before delivery to the consignee, the Carrier is obliged to take the necessary measures and exercise professional care to minimise the damage, inform the Sender without delay and send it photo documentation of the condition of the consignment; the Sender shall then give the Carrier further instructions. The Carrier is obliged to carry out sectional checks of the apparent condition of the consignment whenever the consignment is handled during the carriage and, while the loaded vehicle is parked, to regularly check its intact condition, locks, seals, etc.
- 10) In the event of an accident or detention of the Carrier's vehicle or any other obstacle preventing the due performance or completion of the carriage by the agreed vehicle, the Carrier is obliged to procure, without delay and at its own cost, another vehicle of similar parameters. In the event of failure to fulfil this obligation, all costs incurred by the Sender in connection with procuring another vehicle shall be charged to the Carrier, and the Carrier is obliged to reimburse them to the Sender in

full; the Carrier is at the same time obliged to pay a contractual penalty in the amount of four times the total agreed freight.

- 11) The Carrier is not entitled to perform the Contract of Carriage through a third party (sub-carrier) without the prior express written consent of the Sender; employees of the Carrier performing duties under their employment relationship are excepted. In the event of breach of this obligation, the Carrier is obliged to pay the Sender a contractual penalty in the amount of the agreed freight for each individual breach. If the Carrier performs the carriage through another carrier, it is not relieved of liability for damage to or loss of the consignment.
- 12) Without the prior written consent of the Sender, the Carrier is not entitled to use the consignment or allow its use by a third party. Without the prior written consent of the Sender, no other cargo may be carried together with the carried consignment (co-loading), and the consignment may not be transloaded, unloaded or added onto another vehicle, nor transhipped via a crossdock facility or placed in a warehouse or interim storage; consignments under controlled temperature may never be crossdocked. In the event of breach of any of the above prohibitions, the Contracting Parties agree on a contractual penalty of 50 % of the agreed freight for each individual breach.
- 13) Throughout the entire carriage, when parking the loaded vehicle, the Carrier is obliged to choose primarily guarded parking areas and, where these are not available, to park exclusively at public, frequented and well-lit parking areas intended for the parking of trucks, usually connected with fuel stations and monitored by camera systems. Damage to the consignment resulting from breach of this obligation shall be compensated by the Carrier to the Sender in full. The vehicle crew may leave the loaded vehicle only to satisfy essential hygiene and catering needs and to perform essential acts directly related to the carriage (customs clearance, presentation for unloading, etc.), and exclusively for the strictly necessary time; the vehicle must always be locked, and upon return the crew is obliged to check the intactness of the vehicle's security features.
- 14) If the Carrier cannot ensure arrival at the unloading point within the consignee's working hours, it must without delay arrange with the consignee either safe parking of the loaded vehicle on the consignee's premises, or the presence of an unloading crew at the Carrier's cost, or parking of the loaded vehicle at a parking area meeting the security parameters under paragraph 13 of this Article. If the Carrier cannot ensure a safe parking place itself or with the consignee's assistance, it shall request the Sender's assistance sufficiently in advance.
- 15) The Carrier or the vehicle crew is obliged to be present at unloading so that the condition of the consignment can be monitored and any damage to the consignment or quantitative discrepancy with the particulars in the CMR consignment note can be duly established with the consignee. The Carrier is obliged to strive for an objective and impartial establishment of the condition of the consignment at unloading, in particular where the consignment or its packaging shows damage or loss; for this purpose it shall, among other things, take photo documentation. The vehicle crew must not sign or otherwise acknowledge documents which it does not understand factually or linguistically, and must not confirm the factual and value extent of damage where such findings exceed its professional knowledge and its ability to verify them at the place and time of unloading.
- 16) The Carrier is obliged to ensure that the vehicle crew complies with all legal regulations, internal directives and instructions of the operators of the premises where loading or unloading takes place, and duly issues documents, forms, confirmations or records of the course of the carriage required by legal regulations. The vehicle crew is obliged to behave politely and professionally throughout the carriage; the Carrier is liable for damage and sanctions which the Sender would have to pay as a result of breach of these obligations by the crew.
- 17) The Sender is entitled to require that the carriage be interrupted and the consignment returned to it or otherwise disposed of, until the consignment is handed over to the authorised consignee. The Sender shall reimburse the Carrier the proven, or reasonable and customary, costs connected with such procedure.
- 18) The Carrier is obliged to comply with the legal regulations on the minimum wage of drivers applicable in the states through which the carriage passes, in particular the regulations arising from Directive (EU) 2020/1057 on the posting of drivers in the road transport sector and the related national regulations (in Germany the Mindestlohnsgesetz – MiLoG, in France the Loi Macron, etc.), including

the related notification and documentation obligations. The Carrier is obliged to sufficiently prove fulfilment of these obligations at any time upon the Sender's request. Should any sanction be imposed or liability for damage established as a result of breach of these obligations by the Carrier, the Carrier shall be exclusively and fully liable therefor and shall satisfy the claims of third parties and public authorities itself; this applies also where the carriage is performed through a sub-carrier. For breach of any obligation under this paragraph, the Sender is entitled to charge the Carrier a contractual penalty in the amount of four times the total agreed freight for each individual breach.

- 19) The Contracting Parties agree that the Carrier has no right of retention or lien over the consignment, not even for the purpose of securing the Carrier's claim against the Sender under the Contract of Carriage. The Carrier is always obliged to deliver the consignment to the consignee.
- 20) The Carrier undertakes not to contact the Sender's customer (i.e. the person for whom the Sender arranges the carriage of the consignment through the Carrier, in particular the consignor, consignee or owner of the consignment) beyond the scope of the obligations arising from the Contract of Carriage, unless such contact is justified by an already existing contractual relationship.

#### **Article IV – Carrier's Liability Insurance**

- 1) Before commencing the carriage and throughout the performance of the Contract of Carriage, the Carrier is obliged to hold valid road carrier's liability insurance with a material scope of the agreed insurance cover including the Carrier's liability for loss, damage or deterioration of the consignment at least up to the amount of the Carrier's liability under the limit of Article 23(3) of the CMR Convention (8.33 XDR per kilogram of gross weight of the consignment), including insurance against theft or robbery of the consignment and – where an increased value of the consignment under Article 24 of the CMR Convention has been agreed in the Contract of Carriage – also insurance of such higher value. The insured value of the Carrier's valid insurance must always be at least equal to the actual value of the carried consignment for the given carriage, however not less than EUR 100,000 at first risk per vehicle and insured event; for the carriage of pharmaceutical goods not less than EUR 300,000 at first risk per vehicle and insured event.
- 2) The Carrier is obliged to hold liability insurance cover also for further activities which it undertakes in the Contract of Carriage, such as storage and operational interim storage of the consignment, performance of loading or unloading, or performance of temperature-controlled carriage.
- 3) Where the Carrier's liability insurance provides an insured sum for one and all claims, the Carrier is obliged to maintain the insured sum at a level corresponding at least to the limit of the Carrier's liability under Article 23(3) of the CMR Convention for each consignment and each carriage.
- 4) The value of the carried consignment shall be notified to the Carrier by the Sender. If the value of the consignment is not notified to the Carrier by the day preceding the day of commencement of the carriage, the Carrier is obliged to request information on the value of the consignment from the Sender. If the Carrier fails to fulfil this obligation, it is deemed to have been duly acquainted with the value of the consignment and to hold, as of the moment of conclusion of the Contract of Carriage, valid liability insurance in the scope under paragraph 1 of this Article.
- 5) Upon the Sender's request, the Carrier is obliged to prove at any time the material scope, insured sum, validity and effectiveness of its liability insurance, in particular by sending a copy of the insurance policy or certificate by e-mail. The Carrier declares that the validity and effectiveness of the insurance policies will not end before the day of completion of the agreed carriage. The Carrier is responsible for the validity of all permits and documents necessary for the carriage.
- 6) Should the Carrier not hold valid liability insurance in the required material scope, a contractual penalty of ten times the agreed freight is agreed for each Contract of Carriage in respect of which the Carrier breached this obligation. In the event of damage to the consignment, such damage shall be settled primarily from the Carrier's insurance, in the scope of the Carrier's liability under the CMR Convention, or in a higher scope where a declared value of the consignment under Article 24 of the CMR Convention or a special interest in delivery under Article 26 of the CMR Convention was entered in the CMR consignment note, or where the damage was caused wilfully or by gross negligence within the meaning of Article 29 of the CMR Convention.

## **Article V – Accompanying Documents – CMR Consignment Note**

- 1) As part of its professional care, the vehicle crew is obliged to check at loading the condition and completeness of the accompanying and transport documents required for the carriage, as notified in the Contract of Carriage or handed over at loading, and to ensure the due completion of the CMR consignment note.
- 2) Where the CMR consignment note is completed by the Carrier, the Carrier is responsible for its due completion at least in all decisive items, i.e. legible identification of the consignor, consignee, place of loading and place of unloading, quantity, description and kind of the carried consignment and its packaging, its gross weight, date of issue of the consignment note and place of taking over of the consignment, legible identification of the carrier, together with the signatures.
- 3) The Carrier shall pay special attention to the confirmation of taking over of the consignment, so that the consignee legibly indicates its name/business name (stamp) and adds the date of taking over of the consignment and its signature. The Carrier may hand over the consignment only to the consignee stated in the CMR consignment note, at the place of unloading corresponding exactly to the place of unloading under the CMR consignment note and at the same time under the Contract of Carriage. Where the particulars of the CMR consignment note and of the Contract of Carriage do not correspond, the Carrier is obliged to request written instructions from the Sender. Without the Sender's written instruction, the Carrier must not hand over the consignment at a different place or to a different person than stated in the CMR consignment note and at the same time in the Contract of Carriage.
- 4) The Carrier is obliged to inform the Sender in advance of any intended entry of reservations and remarks in box 18 of the CMR consignment note and to discuss their content with the Sender; the Carrier's right to enter justified reservations in the consignment note under Article 8(2) of the CMR Convention remains unaffected. Any damage found at loading or unloading must be legibly recorded in the CMR consignment note (preferably in English), and the Carrier is obliged to inform the Sender thereof by telephone without delay; where the CMR consignment note contains any reservations or remarks, the Carrier is obliged to deliver a copy thereof to the Sender within 1 day.
- 5) An unconditional and legible confirmation of taking over of the consignment by the authorised consignee on the CMR consignment note is evidence of the due performance and completion of the carriage and a condition for the Carrier's right to payment of the agreed freight to arise. The Sender must always receive the original CMR consignment note; where the Sender requests a signed CMR consignment note, the Carrier is obliged to deliver it within 2 days of the request. The Carrier shall proceed analogously when completing and checking accompanying documents in domestic carriage; performing domestic carriage without a consignment note (i.e. only with delivery notes or similar documents) is not permitted.

## **Article VI – Special Conditions for the Carriage of Sensitive Goods**

- 1) Sensitive goods means a consignment of high value (any consignment whose value exceeds CZK 5,000,000 per vehicle; for groupage carriage, where the value exceeds the multiple of CZK 300 × 1 kg of the carried goods) which is at the same time exposed to a high risk of theft, embezzlement or fraud, in particular goods easily saleable on the black market (e.g. tobacco products, alcohol, electronics, tyres, automotive components, household appliances, cosmetics, jewellery, precious metals, branded clothing, footwear, etc.).
- 2) The Carrier confirms that it is fully professionally competent to ensure an adequate standard of security measures and procedures so as to minimise the risk of theft, embezzlement or fraud in respect of the taken-over consignment of sensitive goods.
- 3) For carriage of sensitive goods, the Carrier has in particular the following obligations:
  - a) to bindingly determine for the vehicle crew the route of the carriage and its time schedule with designated places of safe parking and the expected time of arrival at the unloading point, so that the vehicle arrives at the unloading point during normal working hours or at a time specially agreed with the consignee, without the need to park the loaded vehicle until the following day (alternatively, parking in the consignee's guarded premises or at a guarded parking area is admissible);

- b) to determine the route and its time schedule with regard to ascertainable obstacles during the carriage (announced traffic jams, driving bans, weather changes, etc.);
- c) where necessary, to arrange professional protection of the consignment or travel in convoy or with an escort vehicle;
- d) to entrust the carriage of sensitive goods exclusively to a vetted and trained crew selected from proven and reliable drivers;
- e) to demonstrably acquaint the vehicle crew with the subject of the carriage, the nature and risks of the consignment, the route schedule, security instructions and parking instructions;
- f) to acquaint the crew with the procedures for any extraordinary situation, including telephone contacts, and to ensure a functioning telephone for continuous contact with the dispatching centre or the Sender;
- g) to prohibit the crew from any unplanned interruption of the journey, deviation from the determined route and parking at an undesignated parking area, except in wholly extraordinary situations which the crew is obliged to report to the dispatcher by telephone without delay;
- h) to prohibit the crew from informing any other person of the nature of the consignment, the date of the carriage or the journey time schedule;
- i) to ensure that the crew does not stop for strangers (except police and customs authorities), does not take hitchhikers and does not let strangers into the cabin or the cargo space of the vehicle;
- j) to ensure that, upon each unavoidable leaving of the vehicle, the crew locks the vehicle, limits its absence to the strictly necessary time and subsequently checks the intactness of the vehicle's security features.

#### **Article VII – Freight, Invoicing and Payment Terms**

- 1) The Sender is obliged to pay the Carrier the agreed freight. The freight is the contractual price for the complete and faultless performance of the carriage in accordance with the Contract of Carriage and includes all expenses and ancillary charges of the Carrier necessary for the due performance of the carriage, including the costs of securing elements necessary for fixing the consignment, unless agreed otherwise in the Contract of Carriage. Price particulars in the Order are stated exclusive of VAT unless stated otherwise; for the purpose of determining contractual penalties, the freight means the price of carriage including VAT.
- 2) The Carrier's right to the freight arises upon due performance of the Contract of Carriage, including delivery of the consignment to the authorised consignee on the basis of an unconditional confirmation of taking over of the consignment by the consignee in the CMR consignment note and subsequent delivery of the documents under paragraph 3 of this Article to the Sender.
- 3) The Carrier is obliged to send to the Sender, to the e-mail address [invoice@qlogix.sk](mailto:invoice@qlogix.sk), the invoice together with all documents proving the performance of the carriage, no later than within 7 days of handing over the consignment to the consignee or of completion of the carriage. Such documents are in particular: the Sender's transport order (Transport Order) confirmed (signed and stamped) by the Carrier, the confirmed CMR consignment note or consignment note, the record of operation of the freight vehicle, delivery notes relating to the consignment, pallet notes, weighing note, or any other document evidencing the handover of the consignment to the consignee in an intact condition. In the case of carriage of a consignment under customs supervision, the Carrier is obliged to deliver to the Sender also copies of the customs documents or the CMR consignment note confirmed by the competent customs authority. Attachments shall be sent exclusively in PDF format of adequate quality (min. 300 DPI), the file names must clearly indicate their content, and the e-mail subject must contain the number of the carriage under the Order. Upon the Sender's special request, the Carrier is obliged to deliver the documents also by post to the address of the Sender's registered office; the Carrier is obliged to submit the original of any document relating to the carriage within three working days of the Sender's request.
- 4) The Carrier's invoice for the performed carriage is payable within 60 days of the date of delivery of the complete and correctly issued invoice together with all documents under paragraph 3 of this Article to the Sender, unless a different payment period is agreed in the Contract of Carriage (Order).

The payment period is extended by the time during which the Carrier failed to send the Sender all necessary documents relating to the carriage in question, sent an incorrectly issued invoice, or during which a complaint concerning a reservation entered by an authorised person in the CMR consignment note or other document confirming the performance of the carriage was not resolved. The Carrier, as a professional in transport, accepts this payment condition and does not regard it as grossly unfair.

- 5) Where the Carrier's invoice or any of the documents under paragraph 3 of this Article contains clerical or calculation errors or other obvious inaccuracies or incorrect particulars, or where incorrect or incomplete documents are submitted, the Sender is entitled to charge the Carrier administrative costs in the lump sum of EUR 10 (or CZK 250) for each erroneous, incorrect or incomplete document, and the Carrier is obliged to pay the charged administrative costs.
- 6) The Carrier undertakes to notify the Sender without delay if there is a risk that the Carrier could become an unreliable VAT payer, and undertakes to compensate the Sender for all damage incurred in this connection. If the Sender establishes that the Carrier has become an unreliable VAT payer, or receives from the tax office a notice of possible designation of the Carrier as an unreliable VAT payer, the Sender is entitled to pay the Carrier the invoiced amounts without the amount corresponding to VAT and to pay the amount corresponding to VAT directly to the account of the competent tax office; such payment is regarded as due fulfilment of the Sender's obligation to pay the relevant invoice within the meaning of Section 109a of Act No. 235/2004 Coll., on Value Added Tax.
- 7) Payment of obligations in a foreign currency to a Carrier with its registered office in the Czech Republic shall be made exclusively to a bank account kept with a banking institution having its registered office in the Czech Republic (Section 109(2)(b) of Act No. 235/2004 Coll., on Value Added Tax). The Sender is also discharged from its obligation to pay the Carrier's invoice by making payment on the basis of an enforcement order to the account of a bailiff or an administrative authority, or by paying the invoice to the account of the Carrier's insolvency administrator.
- 8) The Contracting Parties agree that the Sender is entitled to set off due receivables and payables against the Carrier also by a unilateral legal act, in which case the Sender is obliged to notify the Carrier of such act.

#### **Article VIII – Demurrage and Waiting Time**

- 1) The agreed freight includes the Carrier's waiting for loading or unloading (demurrage) lasting up to 24 hours; the Contract of Carriage may specify a longer period included in the freight.
- 2) For demurrage exceeding the period under paragraph 1 of this Article, for which the Sender is responsible and which has been duly proven by the Carrier as to its cause and extent, the Carrier is entitled to claim only compensation of quantified and proven damage, up to a maximum of 5 % of the agreed price of the carriage. The Carrier is not entitled to claim compensation for waiting exceeding 5 % of the agreed price of the carriage, not even upon accumulation of several claims under the same Contract of Carriage. No compensation is provided for demurrage on Saturdays, Sundays and public holidays, or for demurrage caused by force majeure or circumstances not attributable to the Sender.
- 3) The exclusion and limitation under this Article do not affect the Carrier's right to reimbursement of expenses under Article 16(1) of the CMR Convention incurred by requesting and carrying out the Sender's instructions in the event of obstacles to carriage or to delivery within the meaning of Articles 14 and 15 of the CMR Convention, nor claims for harm caused by the Sender wilfully or by gross negligence (Section 2898 of the Civil Code).
- 4) Demurrage is an obstacle to the performance of the Contract of Carriage to which the Carrier's information obligation under Article III(8) of these Sender's GTC applies; the Carrier is obliged to notify the Sender of imminent as well as actual demurrage without delay, otherwise it shall be disregarded.

#### **Article IX – Liability for Damage and Contractual Penalties**

- 1) The Carrier is liable for damage to the consignment in accordance with the provisions of the CMR Convention and, for carriage not governed by the CMR Convention, in accordance with Section 9a of Act No. 111/1994 Coll., on Road Transport, the Civil Code and other related legal regulations of the

Czech Republic. The extent of the Carrier's liability within the meaning of Article 23(3) of the CMR Convention is limited to the amount corresponding to 8.33 XDR × gross weight of the consignment; this limitation does not apply where the damage was caused wilfully or by gross negligence within the meaning of Article 29 of the CMR Convention or Section 2898 of the Civil Code.

- 2) The Sender's liability for damage arising from its liability towards the Carrier is contractually limited to 1,000 times XDR (CNB exchange rate of the IMF special drawing rights as of the loading date), unless the damage was caused wilfully or by gross negligence.
- 3) In the event of the Carrier's delay in taking over (loading) the consignment at the designated place exceeding 2 hours compared to the date agreed in the accepted Order, the Carrier is obliged to pay a contractual penalty of EUR 100 for each further commenced hour of delay, unless a different amount is agreed in the Contract of Carriage (Order). Where the Carrier's delay with loading exceeds 12 hours, the Sender is entitled to withdraw from the Contract of Carriage, and the Carrier shall bear all contractual penalties under these GTC as well as damage incurred by the Sender as a result. Liability for exceeding the delivery period (delay in delivery of the consignment) is governed by Article 17(1) and Article 23(5) of the CMR Convention, i.e. up to the amount of the carriage charges, provided the claimant proves that damage resulted from the exceeding of the delivery period; claims under Articles 26 and 29 of the CMR Convention remain unaffected.
- 4) In the event of failure to present the vehicle for loading, or cancellation of the carriage by the Carrier less than 24 hours before the agreed loading, the Sender is entitled to charge the Carrier a contractual penalty in the amount of the agreed freight.
- 5) The Sender further has the right to payment by the Carrier of a contractual penalty in the amount of the agreed freight for each individual breach of the following obligations:
  - a) failure to meet the loading date;
  - b) failure to check the consignment at loading, although no obstacle on the part of the consignor prevented it;
  - c) breach of the Carrier's information and control obligations under Article III(8) and (9) of these GTC;
  - d) leaving the CMR consignment note or a similar accompanying document without completion of the essential particulars under Article V of these GTC;
  - e) unauthorised co-loading or transloading of the consignment onto another vehicle;
  - f) failure to submit the originals of documents relating to the carriage within three working days of the Sender's request;
  - g) presenting a technically or operationally unfit vehicle for the carriage;
  - h) failure to notify the Sender in writing of a possible risk to the unloading date.
- 6) For breach of the obligations under Article III(3) (technical condition of the vehicle, equipment and professional competence of the crew) and Article III(8) (information obligations towards the Sender's contact persons), the Carrier is obliged to pay a contractual penalty of EUR 200 (or CZK 5,000) for each individual breach, unless a higher contractual penalty is agreed in these GTC for the given breach.
- 7) The Carrier is obliged to pay the Sender a contractual penalty for each day of delay in the due delivery of the invoice together with the documents under Article VII(3) of these GTC, in the amount of CZK 125 where the Carrier invoices in CZK and EUR 5 where the Carrier invoices in EUR.
- 8) Neither the agreement on a contractual penalty nor its application affects the Sender's right to compensation for damage caused by breach of the obligation to which the contractual penalty relates, in full and in addition to the contractual penalty; Section 2050 of the Civil Code shall not apply. The application of a claim for a contractual penalty does not affect the Sender's claim to any insurance indemnity. The Sender is entitled, at its own choice, to claim from the Carrier only compensation for damage without simultaneously claiming the contractual penalty.
- 9) A contractual penalty or compensation for damage is payable on the day following the day of its application against the other Contracting Party. The application must be made in writing so that it is apparent what the Contracting Party seeks; the written form is deemed complied with also where the

act is made in electronic form. The Sender shall apply its claims against the Carrier by an invoice or pro forma invoice sent to the e-mail address used in communication with the Carrier.

- 10) The Carrier is not entitled to claim compensation for damage arising from breach of the Sender's obligation under the concluded Contract of Carriage in an amount exceeding one fifth of the agreed freight, not even upon accumulation of several claims arising from the same contract; this is without prejudice to paragraph 2 of this Article and to claims for damage caused wilfully or by gross negligence.
- 11) The provisions of these Sender's GTC on contractual penalties and compensation for damage shall apply to the extent that they do not affect the mandatory provisions of the CMR Convention (Article 41 of the CMR Convention); the contractual penalties relate to breaches of the Carrier's contractual obligations not regulated by the CMR Convention, in particular obligations prior to taking over the consignment for carriage and ancillary organisational, information and documentation obligations. The Carrier's liability for loss of or damage to the consignment and for exceeding the delivery period is governed exclusively by the CMR Convention where its applicability is given.

#### **Article X – Non-Competition and Confidentiality**

- 1) The Carrier undertakes to protect the Sender's business interests in the performance of contracts of carriage and to refrain from competitive conduct to the Sender's detriment. The Carrier in particular undertakes that, within one year of the date of performance of the carriage under the Contract of Carriage concluded with the Sender, it will not conclude a contract of carriage or a similar contract with the Sender's customer (i.e. the consignor, consignee or owner of the consignment) whose identity it learned in connection with the performance of the Contract of Carriage.
- 2) In the event of breach of the prohibition of competitive conduct under paragraph 1 of this Article, a contractual penalty of four times the agreed freight is agreed for each individual breach; in addition to this contractual penalty, the Sender is entitled to compensation for any damage incurred in connection with the breach of this prohibition.
- 3) From the moment of commencement of negotiations on the conclusion of the Contract of Carriage, the Carrier is obliged to maintain confidentiality towards third parties regarding all circumstances concerning information disclosed by the Sender relating to the carriage, the consignment (its kind and value), the persons involved in the carriage and the security measures (including the schedule of safety breaks or planned resting places). Dealing with third parties who are direct participants in the carriage, or with state authorities requiring information on the basis of law, is not regarded as a breach of confidentiality. Information constituting the Sender's trade secret (e.g. the price of carriage, the Sender's customers, transport processes) must be protected by the Carrier for one year from completion of the carriage.

#### **Article XI – Pallet Management**

- 1) Where the exchange of EUR pallets is agreed in the Contract of Carriage, the Carrier is responsible for the due keeping of pallet records during the carriage; the driver must ensure that a corresponding number of undamaged EUR pallets (hereinafter "pallets") is loaded onto and unloaded from the vehicle.
- 2) Damaged pallets are not counted towards the exchange. Neither the Sender nor the consignee of the pallets is obliged to take over damaged pallets from the Carrier; the Carrier or the driver is obliged to take such pallets back. Damaged pallets are regarded as undelivered and shall be re-charged to the Carrier as lost, at a lump sum of CZK 400 per piece excluding VAT, unless a different price is agreed in the Contract of Carriage.
- 3) If the Carrier does not hand over the pallets immediately after completion of the carriage or within the period agreed in the Contract of Carriage, it is obliged to pay the Sender a processing fee of CZK 200 excluding VAT per invoice. Pallets delivered by the Carrier with a delay exceeding 10 days shall not be counted towards the exchange unless the Sender approves this in advance in writing.
- 4) If there are not enough suitable pallets at the unloading point, the Carrier may, with the Sender's consent, take over a voucher for empty pallets valid for at least one calendar month from the date of

issue. The Carrier shall send this voucher together with the transport documents to the Sender, including electronic dispatch within three days of completion of the carriage.

#### **Article XII – Prohibition of Assignment of Receivables and Unilateral Set-Off**

- 1) The Carrier is not entitled, without the prior written consent of the Sender's managing director, to assign any existing or future receivable against the Sender to another person.
- 2) The Carrier is entitled to set off its receivable, or part thereof, against a receivable of the Sender only with the Sender's prior written consent.

#### **Article XIII – Final Provisions**

- 1) The Contracting Parties shall endeavour to resolve any disputes arising between the Carrier and the Sender from the concluded Contract of Carriage primarily amicably and by out-of-court means.
- 2) All legal relations arising between the Contracting Parties on the basis of the Contract of Carriage, including relations connected therewith, are governed by the laws of the Czech Republic and by international treaties taking precedence over the legal regulations of the Czech Republic (in particular the CMR Convention). The governing law is always Czech law.
- 3) The Contracting Parties agree and declare that all disputes arising from legal relations under the Contract of Carriage or connected therewith, including all ancillary legal relations, claims for unjust enrichment, claims for compensation for damage and disputes concerning the validity, interpretation or termination of the Contract of Carriage, shall be resolved before the court of the Czech Republic having subject-matter jurisdiction, whose territorial jurisdiction is, in accordance with Section 89a of Act No. 99/1963 Coll., the Code of Civil Procedure, agreed according to the Sender's registered office, i.e. before the court having territorial jurisdiction for Prague 1. For disputes arising from international carriage falling under Article 31 of the CMR Convention, this prorogation clause applies as an agreement of the parties on the jurisdiction of the courts of the Czech Republic within the meaning of Article 31(1) of the CMR Convention.
- 4) By concluding the Contract of Carriage the Carrier confirms that it has been duly acquainted with the rights and obligations arising from Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data (GDPR) and undertakes to comply with its obligations arising therefrom.
- 5) These Sender's GTC are executed in the Czech language and in the English language. In the event of any ambiguity or conflicting interpretation of the provisions of these Sender's GTC, the Czech language version shall prevail and the commercial relations between the Sender and the Carrier shall be governed by the Czech version of the Sender's GTC.
- 6) These Sender's GTC are valid and effective as of 01.07.2026. All amendments and supplements to these Sender's GTC become valid on the day of their publication and making available on the Sender's website.