

**THE FOLLOWING RIGHTS AND DUTIES OF THE CONTRACTING PARTIES
REPRESENT AN INTEGRAL PART OF THIS TRANSPORT CONTRACT / ORDER**

- 1) A confirmation of the order on the part of the Carrier creates a Transport Contract between the Contracting Parties pursuant to the requirements of the Decree of the Ministry of Foreign Affairs No. 11/1975 Coll., Agreement on transport contract in international road freight service (CMR Agreement). However, the Carrier takes into account that his duty to enter into a Transport Contract according to the order have ensued already from the affirmative agreement between the dispatchers of both Contracting Parties via fax and telephone and that once this Agreement has been made, the Carrier is no longer authorized to cancel the agreed transportation. If so, he is obliged to reimburse the Consignor / Dispatcher all additional costs incurred in connection with arrangement of substitute transportation as well as the incurred damage.
- 2) Any changes or additions to the order performed by the Carrier at confirmation of the Order shall be deemed valid and binding only if approved and reconfirmed by the Ordering Party. Order confirmation on the part of the Carrier with any alteration or any stipulation without a reconfirmation from the Ordering Party is not deemed to be a new proposal for conclusion of the Transportation Contract and the Contracting Parties give their express assent that in that case, the transportation shall be executed on conditions defined in the original wording of the Order.
- 3) The Consignor / Dispatcher is not obliged to accept any alterations to the invoicing conditions (invoice due dates, default interest, money penalty, transportation price etc.). **A change of bank account number can be taken into account only on the basis of receiving a notarised request signed by the corporate agent!!!**
A mere communication of the change of bank account cannot be accepted.
- 4) The Carrier shall be held responsible for compliance with the time of loading and unloading of the goods, as well as observation of the instructions of the Consignor / Dispatcher. In case of a delay in transportation or any other problems during transportation, the Carrier is obliged to notify the Consignor immediately by phone, fax or via e-mail to the contacts agreed on in advance.
- 5) The Carrier shall be held fully responsible for proper execution of all the customs documents and undertakes responsibility for the customs clearance of the consignment, unless stated otherwise in the order. The Carrier shall be held responsible for the observance of legal regulations during transportation of the consignment and for compliance with the conditions for **ADR transportation**.
- 6) The Carrier is entitled to perform reloading of or adding an additional load to the consignment or to execute the transportation by means of another contractor (sub-contractor) only with prior consent of the Consignor. However, he remains also in that case fully responsible for the transportation, as if he had done it himself under his own name.
- 7) The Carrier engages himself to submit to the Consignor all the documents related to the performed transportation by **REGISTERED MAIL**. All these documents are to be sent exclusively as original copies (invoice, CMR bill of loading, bills of delivery, documents concerning EUR-pallet exchange etc.) **within 15 days from the date of unloading**. The Carrier takes into account that the Consignor / Dispatcher is **entitled to reduce the transportation price by 25%**, if the given deadline is not observed.

- 8) Waiting of 24 hours at loading and 24 hrs. at unloading is already included in the contractual price. Delays, for which the Consignor is responsible, shall be reimbursed only with a lump sum of 20,-EUR / day, and only if they are supported duly by confirmation of delay and if the ordering party is informed about these delays in writing within 24 hours.
- 9) **The invoices issued by the Carrier are due within 60 days from the date of delivery to the Consignor. The payments are to be made always at the end of the month. (unless agreed otherwise in the transport order).** Shall the carrier be on default with the delivery of invoices and shipping documents, the invoice due shall be extended by the time of the delay. The Contracting Parties have agreed that the default interest in the case of a failure to meet the obligations agreed in the Transport Contract shall be 1 % p.a. of the contractual price of transportation.
- 10) **RESTRICTION ON ASSIGNMENT OF CLAIMS**
Claims against us can be assigned only with our express written consent!!
- 11) The Carrier undertakes to exchange all EUR-pallets, hooks and other packaging and fastening material immediately at the loading / unloading of goods and according to the instructions of the Consignor, unless stated otherwise in the transport order. The Carrier shall account for the exchange duly with a certificate of receipt or a bill of delivery. These documents are also to be enclosed to the respective invoice as one of the conditions for its settlement. The Carrier shall pay the Consignor a **price of 15 EUR** for any undocumented (unreturned) pallet.
- 12) The Carrier is obliged to participate in the loading / unloading process, inspect the amounts and identification of the goods, their obvious state and manner of placement and fastening in the truck. If the Carrier is not allowed to do this, he is to make a written reservation in the CRM bill of loading, both in numbers and in words in the language of the Consignor. This record is supposed to state clearly the reason for the negligence of the imposed duties. The Carrier is supposed to proceed analogously also in the case of a bad placement of transported goods. First of all, he is supposed to notify about this the Consignor and if the Consignor declines to reload the goods, the Carrier shall notify the Consignor of the goods and make a written reservation in the CRM bill of loading. The Carrier undertakes to have all the necessary fastening materials to fixate and fasten the transported goods available during loading, depending on the type of transported goods, to ensure that the goods are protected against any damage and fastened according to the safety regulations. If the Carrier does not have any fastening material at his disposal, he is obliged to procure it during the loading!
- 13) **It is absolutely essential to observe the statutory regulations concerning the driving periods and rest periods of drivers.!!**
- 14) Special operating instructions valid on the business premises of the Consignors / Consignees are to be observed rigorously.

The Carrier is obliged to take out a goods in transit insurance against damage to third-party goods in both cross-border and inland transportation of goods. If transportation is carried out in the form of forwarding, the Carrier as the Consignor of the goods is obliged to take out a freight forwarder insurance for the goods, including liability for the damage caused to a third party in connection with the operation of the Consignor in his field of business in cross-border and inland transportation of goods. The Carrier is moreover obliged to effect any insurance according to the CMR Agreement, with the insurance premium corresponding to the value of transported goods. Otherwise, he is to be held liable to the Consignor for the incurred damage (Clause 23 of the CMR Agreement).

OTHER ARRANGEMENTS – CONFIDENTIAL INFORMATION AND CUSTOMER PROTECTION

The Carrier hereby undertakes to protect the commercial secret of the Consignor, Owner of the goods and Consignee of the goods. He is in particular obliged to maintain confidentiality about the facts that are part of the commercial secret of the Consignor, in particular about the carried out transports, transported goods or customers of the Consignor, and to refrain from any competitive behavior against the Consignor by utilizing the information obtained during performance of transportation. As a breach against this obligation is considered in particular (but not limited to) any contact with the customers of the Consignor that exceeds the scope of duties following from the Transport Contract, and utilization of contacts or any other obtained information for own benefit or for the benefit of a third party. This applies also to the initiative of the Owner of the transported goods or its Consignees. The Carrier undertakes this obligation for a period of one year, starting on the day of conclusion of this Contract. If in doubt, the Carrier undertakes to request a written statement from the Consignor. The Carrier is responsible for ensuring that his employees or contractors involved in his services fulfill this obligation. The Contracting Parties have agreed on a contractual fine for the case of any single breach of these assumed obligations of the Carrier amounting to ten times the amount of the final contractual price according to this Transport Contract. They have also agreed on the right to claim a contractual fine and reimbursement of incurred damage and to resolve the whole issue by utilization of legal measures for protection against unfair competition pursuant to the Commercial Code of the Czech Republic in force.

The Contracting Parties agreed that any disputes following from this Contract shall be settled by the ordinary courts of the Consignor. Any relationships following from this Contract are to be governed by the laws of the Czech Republic excluding provisions on renvoi and referring the case to the law of a third country.

In Brno on 01.01.2012

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