

## **Terms and Conditions Companies Jaitners s.r.o.**

### **1. Introductory provisions**

- 1.1 These Terms and Conditions (hereinafter referred to as the "Terms") apply to legal relationships between Jaitners s.r.o., registered office at Telečská 1720/7, 586 01 Jihlava, IČO 03779611, registered in the Commercial Register maintained by the Regional Court in Brno, Section C, File 86695 (Hereinafter referred to as the "Customer") and third parties as carriers in the national and international road haulage operations by the carrier with whom the Order has been ordered by the Client (hereinafter referred to as the "Carrier"). The conditions are based on the provisions of § 1746, § 1751, § 1752 and 1758 of Act No. 89/2012 Coll., The Civil Code, as amended (hereinafter referred to as "CT"). The terms are used to modify the contractual relationship if it is attached to the contract proposal by the Client or is referred to by the relevant order / transport order or contract of carriage (hereinafter referred to as the "Contract of Carriage").
- 1.2 The Customer is a party to a transport contract concluded between the Client and his customer (the "Sender"). The Customer under a shipping contract concluded with the Sender is responsible to the Sender for the proper execution of the shipment. The Client thus corresponds to the Sender as if he had carried out the Carriage itself even in cases where the Carrier uses the Carrier to carry out its own carriage.
- 1.3 By attaching to a contract for the conclusion of a contract within the meaning of the preceding paragraph, the reference in the order / transfer order is also indicated on the website [www.jaitners.cz](http://www.jaitners.cz), where the Terms are published, if such reference indicates that part of the Content of the Contract of Sale Shall be governed by the above Terms and Conditions. By signing the applicable Transportation Agreement, the Carrier confirms that it has become acquainted with the Terms prior to its conclusion and that it agrees with their wording as well as with the respective content of the Contract of Conduct.
- 1.4 Carriage is performed on the basis of the Terms and Conditions, and is always specified on the basis of individual transport orders / transport orders. In order to carry out any required transport, the Purchaser sends the Carriage / Transmission Order (hereinafter referred to as "Order") to the Carrier. The provisions in the Order take precedence over the provisions of these Terms.

### **2. Conclusion of the Transport Contract**

- 2.1 The order must, in principle, be in writing. The Carrier is obliged to confirm in writing to the Client its consent to the contents of the Order and to deliver this consent in at least one copy to the Customer within 60 minutes of receipt of the Order. Failure to observe the time limit specified in the previous sentence of the above mentioned time limit shall be that the Carrier rejected the Designer's proposal for the conclusion of the Contract of Carriage.
- 2.2 In the moment of the timely (in accordance with the deadline stated in the previous paragraph) confirmation of the Order, the Transport Contract is concluded. The electronic form (e-mail, fax, etc.) is also considered to be a written form.
- 2.3 The Carrier undertakes to cooperate as part of the Order Confirmation process to provide the Client with the assistance of communicating to the Client the registration number of the vehicle to be transported, the name of the driver and his mobile phone number, or any other data necessary for the proper performance of the shipment and / Which the Customer requires, in a suitable form, for example by filling in the form contained in the Order or attached thereto.
- 2.4 In the event that the shipment is ordered by the Client at the Freight Forwarder, it is true that in each such case the forwarder will also be liable as a carrier for the carriage of the shipment.
- 2.5 In the event of a written form, the Contract of Sale may also be entered into in a manner other than that required by law, in particular by making a written proposal for the conclusion of the Contract of Carry on the conclusion of the Transportation Contract (Section 1731 et seq. And by written acceptance otherwise than by using the Order.

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- 2.6 The legal relationship in the Terms and Conditions or in the Contract of Sale or in the Order not regulated shall be governed by the provisions of the Decree. No. 11/1975 Coll., On the Convention on the Contract for the International Carriage of Goods by Road, as amended (hereinafter referred to as "CMR"), the Trademarks and other legally binding regulations, as applicable, unless otherwise stated.

### **3. Conditions of Carriage**

- 3.1 The carrier carries out the shipment under standard conditions of carriage, the agreed type of road vehicle with the driver who during the shipment carries out the prescribed safety breaks and stops the vehicle on public car parks designated for the shutdown of the vehicle type with regard to the load characteristics.
- 3.2 The carrier is obliged, in the event of a break, Transport to ensure that the shipment is shipped in such a way as not to cause damage, damage, loss, destruction or theft.
- 3.3 The carrier is obliged to observe the date and time of loading and unloading. It is only allowed to park the vehicle in places reserved for it. When unloading, he is also required to follow the instructions of the recipient of the consignment. The carrier is obliged to bring the vehicle in proper technical condition, properly maintained and always properly cleaned, free of pests and occurrence of mold in the transport area and odorless. Prior to loading, the Carrier is required to allow the shipper's staff to check the cleanliness of the cargo area. The driver is required to supervise the loading and unloading in person.
- 3.4 If the Carrier fails to ship the corresponding vehicle or fails to comply with the agreed loading and unloading dates or shipment deadlines specified in the Order or Shipping Agreement or cancels the Order of Shipment already received later than 24 hours from the agreed loading date the Carrier is obliged to pay the contractual penalty up to Amount of freight (total transport price). The contractual penalty is payable at the Client's request.
- 3.5 The carrier is responsible for the accuracy and completeness of all relevant documents, Including, but not limited to, consignment notes, CMR consignments and other transport documents such as delivery notes and supporting documents for possible customs, tax or other proceedings, etc. If the Carrier does not receive the consignment note or the consignor, The CMR consignment note, the Carrier is required to list the document itself and arrange for its necessary endorsements.
- 3.6 The Carrier is obliged and undertakes to ensure that the driver has a good attitude and is actively assisting in the loading and unloading of the transported goods. In the case of international carriage, the carrier is obliged to ensure that the carriage is carried out by a driver who is able to negotiate at landing, at least to the extent necessary for the proper performance of the Contract of Carriage in English or German or in another language specified in the order.
- 3.7 The Carrier is obliged and undertakes to ensure that the driver sends an informative SMS to the phone number for the purpose stated in the Order, both after the loading is completed and after the unloading of the shipment is completed, not later than 15 minutes. For any breach of the obligations mentioned in the previous sentence, the Carrier is obliged to pay the Client a contractual fine of CZK 1,000. The contractual penalty is payable at the Client's request.
- 3.8 The Carrier is obliged to inform the Customer without delay of non-standard situations occurring before or during loading, during transportation or when unloading. In particular, but not limited to damage, loss or destruction of the consignment, late delivery, technical or other defects in the means of transport, failure to allow the driver to be personally present at loading or unloading, discovery of differences or deficiencies in the condition of the consignment or its packaging and other situations, Which may affect the proper execution of the shipment. In such cases, the Carrier is required to request express instructions from the Customer.
- 3.9 The carrier is obliged to have valid liability insurance for the entire period of transport of the carrier for damages. The carrier declares that its liability as an international or domestic road carrier is fully covered by its liability insurance of the road carrier. The Carrier hereby declares that the aforementioned insurance has been insured for a minimum amount of up to CZK 1,000,000 for transport to a payload of 3.5 tons and CZK 5,000,000 for transports with a payload of a vehicle over 3,5 Tons - related to one insured event and one

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means of transport.

- 3.10 If the loss, destruction or damage of the consignment (goods) or its late delivery is detected at the time of unloading and this fact will be recorded, for example, in the bill of lading, Of the CMR consignment note, or if the Carrier of the Carrier is drawn up a damage report, the Carrier, respectively. The driver is obliged to inform the Customer immediately of such fact. Without the explicit consent of the Customer, you may not leave the place of unloading.
- 3.11 Without the prior written consent of the Customer, nothing shall be affixed to the cargo or the goods may be transferred to another vehicle.
- 3.12 Without the prior written consent of the Client, the Carrier may not assign a shipment to a third party to another carrier (or any provision).
- 3.13 Any Competing Conduct A Distributor seeking to disturb or circumvent the business relationship between the Customer and its business partners (eg, the conduct of a carrier directly or indirectly to obtain a contract from the Customer's business partner at the expense of the Client) is prohibited and the parties are bound to abide by this prohibition. For violation of the prohibition of competitive behavior, the Carrier shall pay the Client a contractual penalty of 10 times the price of the shipment. The contractual penalty is payable at the Client's request.

#### **4. Shipping price and payment terms**

- 4.1 The Customer undertakes to pay the Carrier for the Proper Carriage Carriage (ie the shipping price). The specific amount of the shipping (the price of the shipment) is part of a particular Order. Compensation for loss of time The carrier during loading and unloading, waiting at borders and customs clearance for cross-border transport within 24 hours and for domestic transport within 4 hours is included in the total freight. Unless otherwise stated, the freight shall be reported free of value added tax.
- 4.2 Payment of the Carrier by the Shipper shall be made by the Client's Payment Order on the basis of the Issuer's invoice. The Carrier is obliged to send the Client a tax document containing all the details of the tax document (invoice) within 3 days of the transport. In case of delay of delivery of the invoice or other relevant documents, the payment for the shipment by the Client may be reduced by up to 10%. Reimbursement of the invoice is conditional upon the submission of a certified original of the CMR (in the case of international transport) or the consignee of the consignment of the relevant delivery note (in the case of domestic shipment). All papers must be properly stamped in the normal way.
- 4.3 The invoice maturity date is 60 days from the receipt of the above-specified documents and starts running the day after the date on which the relevant documents are duly received by registered mail (by registered mail, fax or e-mail). If the documentation is incomplete or if it shows obvious misstatements, the maturity date starts running the day after the date when the required documentation was completed and made perfect. The Carrier acknowledges and agrees that any correction of the invoice or similar action in this sense results in a shift of maturity of the invoice by the fact that the maturity is interrupted and begins to run again the day after the date when the corrected document was delivered to the Client.
- 4.4 Any additional costs incurred by the Client in connection with non-compliance with the content of the Order shall have the right of the Merchant to set off the Carrier for transport (transport).

#### **5. Withdrawal from the Transportation Contract**

- 5.1 The Customer may also withdraw from the Contract of Carriage in the following cases:
- a) Insolvency proceedings have been initiated against the Carrier, or
  - b) A decision has been issued on the bankruptcy of the Carrier, or
  - c) The carrier has entered into liquidation or has been revoked (except in cases of merger and / or conversion), or
  - d) Measures are taken to implement a lien on the carrier 's property, or
  - e) An enforcement and / or enforcement proceeding has been initiated against the Carrier, or

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f) If it becomes otherwise obvious that the Carrier violates any of its obligations under the Terms of Service, the Contract of Transport or a generally binding prescription, as a result of which the proper performance of the Carrier's Contract by the Carrier will be endangered or prevented.

5.2 Withdrawal from the Contract of Carriage shall be effected by written notice sent to the address of the other Contracting Party specified in the Order or the Contract of Carriage.

5.3 Withdrawal from the Contract of Transfer does not affect the right to payment of a contractual penalty or default interest, if it has already reached, the right to compensation for damages resulting from breach of a contractual obligation or an arrangement which, due to its nature, is binding on the parties even after withdrawal from the Contract of Sale. Withdrawal from the Contract of Sale does not affect either the securing of the Client's debt by any right of retention or otherwise.

5.4 The foregoing provisions are without prejudice to the right of the Customer to withdraw from the Transport Contract in accordance with the relevant statutory provisions.

## **6. Final Provisions**

6.1 The Contracting Parties expressly declare that the provisions of these Terms, which are different from the provisions of the Trademarks, are so consciously deviating and at the same time assert that, in accordance with their good faith and conscience, these provisions are not contrary to good morals, do not violate public order or law. The status of persons, including the right to protection of personality and are honestly settled. The Contracting Parties hereby further declare that none of them, in relations governed by these Terms and Conditions, feels weaker.

6.2 The provisions on the contractual penalty are without prejudice to claims for damages.

6.3 The Carrier is entitled to assign any claim to the Order pursuant to the Contract of Sale to a third party only with the explicit written consent of the Customer.

6.4 The conclusion of the Transportation Agreement excludes the use of the General Business Conditions of the Carrier.

6.5 If any provision of these Terms conflicts with the mandatory provisions in the Czech Republic in force or is directly or indirectly contrary to the CMR, then the provisions of these Regulations shall apply, but this does not affect the validity of the other provisions of these General Conditions of Carriage.

These Terms become effective on the day 1.8.2017

For Jaitners s.r.o.

Pavel Jaitner  
Managing Director Jaitners s.r.o.