

General business terms and conditions PONYEXPRES Organization Ltd.

1. Introductory provisions

- 1.1. The business terms and conditions form an integral part of a shipping contract that has been entered into and govern as the relationships that have arisen between the ordering party of the shipping and the company of PONYEXPRES Organization Ltd. when shipping consignments by international or domestic transport. By entering into a shipping contract, the contracting parties in accordance with their consenting minds have reached an agreement on the wording of these terms and conditions, as specified below. Before entering into a shipping contract, the ordering party of the shipping shall be fully aware of the contents and wording of these business terms and conditions and shall accept these business terms and conditions without reservation. Services of PONYEXPRES Organization Ltd. are further provided in accordance with the current conditions applicable to the shipping, handling and storage of consignments, with the regulations of CMR.
- 1.2. PONYEXPRES Organization Ltd. reserves the right, at its sole discretion, to cancel or partially cancel the services provided, that is at any time, without prior notice and without any liability to the ordering party of the shipping, in the event of the discovery that the services or their parts are prohibited by applicable laws.
- 1.3. Furthermore PONYEXPRES Organization Ltd. reserves the right not to provide coverage and is not obliged to provide any premium or other consideration to the extent to which such coverage, performance or payment would expose the insurer to international sanction, limitation or restriction under a United Nations resolution or stipulated by commercial or economic sanctions, laws or regulations of the European Union, the United Kingdom, the United States, or the legislation of the Czech Republic.
- 1.4. Quotes submitted by PONYEXPRES Organization Ltd. are always subject to subsequent confirmation, in accordance with the General Business Terms and Conditions of PONYEXPRES Organization Ltd. (in the form of a confirmation of the shipment order or other explicit written confirmation on the part of PONYEXPRES Organization Ltd.), and are valid in the normal shipping environment, with a reservation of changes in current tariffs and recent exchange rates.
- 1.5. Shipping of consignments means in particular the following activities of PONYEXPRES Organization Ltd.: acceptance of the consignment for shipping, ensuring the shipment of the consignment from its place of acceptance to the place of delivery through another contracting carrier, ensuring the shipment of the consignment to the designated consignee.
- 1.6. Specific shipment of consignments shall happen from the place of dispatch to the place of destination under the conditions agreed in the shipping contract.

2. Abbreviations

- 2.1. The Carrier is the company PONYEXPRES Organization Ltd., with its seat Andělohorská 245, 463 31 Chrastava, IČ 24140864, trade register, registered Krajský soud Ústí nad Labem, C36216.
- 2.2. The International transport means the road freight transportation, if the loading address of the consignment is placed in a territory of two states or if the loading and unloading addresses of the consignment are placed in another country than the Czech Republic.
- 2.3. The Consignment note is any document of the transportation confirmed by the carrier, which proves entering into Shipping Contract, in particular a Consignment note in accordance with the applicable CMR Convention, a Consignment carrier acceptance, a bill of lading, a delivery note or any other transport document.
- 2.4. The Civil Code means Act No. 89/2012 Sb. of the Civil Code as its subsequent amendments.
- 2.5. The Order is a proposal of the Shipping Contract sent between the Sender and the Carrier, that means the Shipping service order at the Carrier.
- 2.6. The Sender is a person who the Carrier is entering the Shipment contract with.
- 2.7. The Freight cost means the agreed price for the shipping service, that means the shipment of the Consignment within the international or domestic transport in accordance with the Shipment contract.
- 2.8. The contracting parties are the Carrier and the Sender.

- 2.9. The CMR Convention is the regulation of the Ministry of Foreign Affairs No. 11/1975 Sb. from 27. November 1974 – the Convention on the Contract for the International Carriage of Goods by Road as its subsequent amendments.
- 2.10. The domestic transport means the road freight transportation of both the loading and unloading address of the Consignment are in the Czech Republic even if the transport is partially in a territory of another state.
- 2.11. The Consignment means transport of goods in accordance with the Shipping Contract.

3. Conclusion of the Shipping Contract

- 3.1. Entering into the Shipping contract is reached by the Order confirmation by the Carrier or acceptance of the Consignment for shipping.
- 3.2. The consignment note confirmed by the Carrier is the document which proves entering into the Shipping Contract and all listed data are binding for both parties. The data do not have to correspond with the data listed in the Order. The Consignment note as the consignment transport document is an integral part of the shipping and accompanies the Consignment in one copy to the Consignment acceptance by the consignee. The Sender gives the Consignment note to the Carrier together with the Consignment.
- 3.3. The consignment note must include: Place and date of the Consignment note issue; business name of the company or name and seat of the sender including ID number, business name of the company and seat of the Carrier including ID number; place and date of receipt of the Consignment acceptance and destination address, name and address of the consignee; usual naming of the nature of the Consignment and the type of packaging, in case of any dangerous goods their generally accepted designation; Quantity of transported items in the Consignment, their special marks and numbers; gross weight of the Consignment or other manner expressing quantity of the goods; dimensions; transport costs; instructions needed for customs and other official negotiations; indication that the Consignment, despite any clause to the contrary, is subject to the provisions of CMR Convention, if the shipment is subject to the CMR Convention; further information regarding the insurance of the Consignment; agreed deadline of transport execution.
- 3.4. The consignment note is issued in at least three copies. These copies are duplicates, which are signed by both the Sender and the Carrier. Transcripts of a handwritten signature are considered sufficient when the stamp is printed. One copy is intended for the Sender another one is for the Consignee and one copy will be received by the Carrier.
- 3.5. The Consignment note signed by the Contracting Parties serves until proven otherwise as proof of the existence and content of the Shipping Contract, as well as of the acceptance of the Consignment for shipping by the Carrier.
- 3.6. If there are any doubts about the type, content, price, weight, packaging or other information about the Consignment, the data provided by the Carriers shall apply.

4. Basic rights and obligations of the Carrier

- 4.1. The Carrier is obliged to perform its activities with professional care and to ensure that it satisfied interests of the Sender in a quality, economical and careful manner. As part of these activities the Carrier: cares properly for the Consignment, warns the Sender of the obvious incorrectness in his instructions or the conflict in his instructions with the legal regulations which the Carrier is obliged to follow; in case of danger of delay, it ensures transport and proceeds even without instructions from the Sender so that the interests of the Sender are protected; undertakes to arrange a contractual liability insurance of the Carrier with the insurance company, within the range that covers liability for the accepted consignment according to the CMR Convention; submits to the Sender a report on circumstances arose during the transport that may affect proper performance of the obligations of the Carrier, it is also obliged to report on any damages that threaten the Consignment or already happened to it, without undue delay, as well as to make all steps to prevent the damage and to minimize the damage in case of its emergence. In case of the damage caused by circumstances in which the Carrier will not be released from liability, the Carrier undertakes to apply the particular compensation to its insurer in a timely manner; to carry out the transport, the Carrier is obliged

to use only suitable means of transport that are suitable and required for the transport of the consignment, the technical condition has to meet requirements of the relevant legal regulations.

- 4.2. The Carrier is obliged to carry out the transport in accordance with the conditions specified in the Shipping Contract.
- 4.3. The Carrier is entitled to perform the transport itself or with the help of another carrier (i.e. by arranging transport with another entity), but has to ensure that the other entity meets the required regulations of the Sender (Customer requirements, Specific requirements, etc. Requirements associated with the current activities of the company or in the territory of the Sender).
- 4.4. The Carrier is obliged to secure the transported Consignment in line with the requirements (seal, courts etc.).
- 4.5. The Carrier is liable for damage to the Consignment in accordance with the provisions of applicable legislation of the Czech Republic, i.e. in particular the Civil Code and in case of shipments covered by the CMR Convention also in accordance with the CMR Convention provisions.
- 4.6. If it is part of the Carrier's obligations to deliver any documents for the Shipment and/or the transport itself, the Carrier shall be liable for damage caused by non-submission or late delivery of these documents up to the amount of the Freight, unless the Carrier was informed in writing about another amount of damage, which could arise from the Sender or any other person in person by failure to deliver the above documents.
- 4.7. The Carrier reserves the right, at its sole discretion, to partially or completely cancel the services provided under the Shipping Contract, at any time, without prior notice and any liability to the Shipper or other authorized persons, if finding out that the provided transport service or its parts are prohibited by relevant laws including the regulations and laws against terrorism and embargo.
- 4.8. Furthermore the Carrier reserves the right not to provide any performance to the extent that such performance or payment could expose the Carrier to an international sanction, restriction or US resolution restriction or restriction imposed by commercial or economic sanctions, law and regulations of European Union or individual states.

5. Basic rights and obligations of the Sender

- 5.1. The Shipping contract is concluded by the confirmation of the Order or by the acceptance of the Consignment for shipment both by the Carrier.
- 5.2. The Sender is entitled to submit to the Carrier the requirements for securing transport in the form of individual Orders.
- 5.3. The Order contains the following data: place and date of the Order issue; the business name and registered office of the Carrier, including its ID number; the required place and date, or the exact time of the receipt of the Consignment for shipping; the place and destination of the Consignment, the date and, if applicable, the required time of the Consignment arrival at the place of destination; the time of loading and unloading of the Consignment; the business name of the consignee including its registered office and the destination address of the unloading place, if it is different from the consignee's registered office address; the usual indication of the nature of the Consignment and the type of packaging, in case of any dangerous goods, their generally accepted designation; number of items transported in the Consignment, their type, special marks, markings and numbers; gross weight of the Consignment; dimensions; the type and extent of Consignment damage, if already damaged Consignment is submitted for transport (if it is type of the Consignment to be repaired, etc.); information about machinery or equipment which is being transported.
- 5.4. The Sender undertakes to hand over to the Carrier, when loading the Consignment, all documents, information, and correct data concerning the Consignment necessary for the realization of a specific Consignment shipping according to the Shipping contract.
- 5.5. The Sender shall be liable to the Carrier for damage caused as a result of erroneous, inaccurate, incomplete or otherwise defective documents, information, data provided by the Sender to the Carrier which imposed a fine or other sanction on the Carrier for violation of public law.
- 5.6. The Sender is obliged to pay agreed Freight to the Carrier.
- 5.7. The Sender is responsible for the proper loading of the Consignment onto the truck and securing it against possible damage during transport in accordance with the conditions of applicable laws. The Sender has to

ensure that the packaging, storage and loading of the Consignment on the loading area of the vehicle are such, with regard to the nature and properties of the Consignment, that there is avoid damage or destroy of the Consignment or damage of the vehicle at common transport risk.

- 5.8. The Sender is responsible for compliance with the date and time of loading and unloading of the Consignment according to the data specified in the Order and the Consignment note.
- 5.9. Unless explicitly agreed otherwise, the Sender undertakes to perform or arrange the Consignment loading no later than 3 hours after delivery of the vehicle at the loading place of the Consignment, as well as the Sender has to secure unloading the Consignment by its consignee or other authorized person no later than 3 hours after delivery of the vehicle at the place of the Consignment unloading.
- 5.10. If there is a threat of immediate damage to the Consignment or the damage already occurred, the Sender is obliged to provide the Carrier without undue delay with the necessary instructions to dispose of the Consignment and minimize the damage, all costs associated with such handling and damage minimization shall be borne by the Sender and the Sender is obliged to compensate them to the Carrier in such case.
- 5.11. The Sender acknowledges that the Carrier offers and arranges transport under standard shipment conditions, where the transport is performed by a road vehicle with one driver, who, during the transport takes prescribed safety breaks and parks the vehicle in public parking lots for parking the type of vehicle with regard to the load characteristics. The standard conditions of carriage are suitable only for the carriage of secure Consignments which are not endangered by theft, when the Sender counts only on a one-member crew of the Carrier's vehicle, which cannot guarantee continuous supervision of the vehicle loaded with the Consignment.
- 5.12. At the same time, the Sender takes note that guarded car parks, where the operator is responsible for parked vehicles, including cargo, are not sufficiently available and the Carrier never guarantees usage of guarded car parks. If the Sender requires usage of certain car parks during the transport, he is obliged to provide the Carried with a parking space in the listed car parks and must designate such car parks for the entire transport route so that the Carrier can use them in compliance with all road safety rules. The list of car parks must be handed over by the Sender to the Carrier latest at the Consignment loading and must be stated the Consignment note, otherwise the Sender's instruction for the Carrier is not valid and the Carrier is entitled to use any available car parks on the usual route.

6. Financial arrangements

- 6.1. For arranging the Shipping of Consignments, prices - freight - are agreed between the Contracting Parties when entering into the Shipping Contract. Unless otherwise agreed between the Contracting Parties the prices of the Freight are stated without VAT (value added tax).
- 6.2. The Carrier will submit to the Sender a statement of the price for the performed transports based on the invoice issued after the end of the transport, sent to the Sender immediately after its issuance. The date of the invoice issue means the information on the date of issue stated on the specific invoice.
- 6.3. The Carrier is entitled to account, together with the freight, all costs and other expenses incurred by the Carrier in order to perform the carriage properly, to prevent damage or protect, the interests of the Sender, or those which incurred the Carrier in connection with the carriage or with removal of any consequences of loss arising during the Consignment transport or with its connection. All these additional costs must be agreed in writing with dispatching of the Sender, they can be accounted only after the approval.
- 6.4. The Sender undertakes to pay the Carrier the Freight, as well as all other payments charged by the Carrier, and the relevant value added tax no later than by 60th day from the invoice issue date.
- 6.5. The contracting parties agreed that the Carrier provides the invoices by both e-mail and mail (post) to the Sender.
- 6.6. The Contracting Parties declare that the amount of the Freight and the agreed maturity of the Freight and all other costs are in accordance with business practices in the field of International Transport and Domestic Transport and are not unfair to any of the Contracting Parties.
- 6.7. By Acceptance of the Consignment for shipping, the consignee becomes the Guarantor of the Sender for the receivables of the Carrier based on the Shipping Contract (Contract on Carriage of goods) related to

the carriage of the accepted Consignment at least to the extent of the Freight, specified in the Consignment note.

7. Other general provisions

7.1. Claims arising from damage, loss or destruction of the Consignment and from delayed delivery of the Shipment to the Carrier by mutual agreement of the Contracting Parties in case of all transports carried out on the basis of the Shipping Contract expires after 1 year.

8. Packaging

8.1. The Carrier is not responsible for damage or destruction of pallets and returnable packaging incurred during loading, unloading or transport of the Consignment. The Carrier is not obliged to check the condition of the pallets and returnable packaging and to confirm the accepted quantity of pallets and returnable packaging upon receipt of the Consignment loaded on the pallets or packed in the returnable packaging. In case of handing over destroyed or damaged pallets and returnable packaging together with the Consignment to the consignee, it is considered that the pallets and returnable packaging were handed over to the Carrier for the purpose of transporting the Consignment by the Sender, its customer or another person in this condition, that means the same level of damage or destruction. The rights and obligations of the Contracting Parties arising from pallet and packaging management may be regulated more in detail by the Shipping Contract (the Contract for the Carriage of Goods).

9. Communication

9.1. Any communication concerning the Shipping Contract and the draft of the contracts must be prepared in writing and, unless otherwise stated, delivered in person or by e-mail.

9.2. Communication by e-mail without a guaranteed signature is considered sufficient, except in case of waiver or waiver of the request; the case where the addressee has reserved his right to receive the communication in another form.

10. Final provisions

- 10.1. The Contracting parties expressly exclude the application of any business conditions of the Sender to any legal relationships established between them, even if the Sender has in any ways referred to or will refer to them, and even though they were known to the Carrier. Pursuant to the provisions of §558 par.2 of the Civil Code, the Contracting Parties exclude that in their legal relations, business practices maintained in general in the International and Domestic Transport are considered.
- 10.2. Relationships between the Contracting Parties not explicitly regulated by the Shipping Contract or any other contract between the Contracting Parties shall be governed by the relevant provisions of the international and Czech law.
- 10.3. All disputes arising from the Shipping Contract shall be tried by the Contracting Parties to resolve out of court based on mutual negotiations in order to maintain good business relations. If the dispute is not resolved in this way, either of the Contracting Parties is entitled to refer the dispute to the District Court for a decision if the district court has jurisdiction. In the event of a consumer dispute in connection with consumer relations under the Shipping Contract (The Contract on Carriage of Goods) between the Carrier and the Sender as a consumer, the Sender may contact the Czech Trade Inspection Authority (www.coi.cz).
- 10.4. The Sender grants the Carrier and any persons of the Carrier consent to the collection, storage and processing of personal data provided by it to the Carrier for the purpose set out below. This consent is granted by the Sender for all data provided in the contracts and documents related to them and in all communication between the Contracting Parties, for the entire period (5 years) from the date of consent, but at least for the duration of the contractual relationship between the Contracting Parties. The sender declares that all information provided by him is accurate and true and is provided voluntarily. All personal data of the Sender will be collected, stored and processed by the Carrier or a person on the part of the Carrier for the purpose of offering transport services and also for the purpose of sending commercial

messages to the Sender or persons by the Sender by electronic means up to the moment, when the Sender sends the Carrier directly and effectively information that he does not wish the commercial communication to be sent anymore by the Carrier or a person on the part of the Carrier, but for a maximum period of 5 years. The Sender agrees that other personal data may be assigned to the provision of data by the Carrier or a person on the part of the Carrier. The summarized data about the Sender or a person on the part of the Sender may be used by the Carrier or a person on the part of the Carrier for statistical purposes, namely for the internal needs of the Carrier or a person on the part of the Carrier. The Carrier declares that the collected personal data of the Sender or persons by the Sender will be collected to the extent necessary for the fulfillment of the specified purposes and will be processed in accordance with the purpose of their collection.

- 10.5. If any provision of these General Conditions of Carriage would be in conflict with the mandatory provisions of valid and effective legal regulations in the Czech Republic or would be directly or indirectly in conflict with the CMR Convention, then the provisions of these regulations shall apply, but this does not affect the validity of other provisions of these General Conditions of Carriage as a whole. The Contracting Parties explicitly declare that the provisions of the General Conditions of Carriage which are deviating from the provisions of the Civil Code, are thus deliberately deviated and at the same time declare that in their good faith and conscience, these deviating provisions are not contrary to good morals, do not violate public order or the law relating to the status of persons, including the right to the protection of personalities, and are treated fair.
- 10.6. The General Conditions of Carriage take effect on 1.9.2020.