

# The General Business Terms and Conditions for Procuring Transportation - C.S.CARGO Air-Sea, s.r.o. as the Freight Forwarder (hereinafter the "GBTC")

## Preamble

These GBTC form an integral part of the Master Agreement and/or the Forwarding Contract specifying relationships between the Customer and the Freight Forwarder in details that are not expressly specified in the Master Agreement and/or the Forwarding Contract. These GBTC particularly regulate in detail the rights, obligations and responsibilities incurred during the contractual relationships between the persons/entities involved in procuring transportation of things/goods from a specified place/location to another place/location, or procuring for, or carrying out transportation-related activities.

Different provisions in the Master Agreement and/or the Forwarding Contract will take precedence over the provisions of these GBTC. Different provisions in the Forwarding Contract will take precedence over the provisions of the Master Agreement.

By concluding the Master Agreement and/or the Forwarding Contract the Freight Forwarder gives his consent to these GBTC. Should there be any doubt the Freight Forwarder is considered to give his consent to this version of these GBTC no later than upon handing over the Consignment for transportation or procurement of the transportation.

## 1. Basic Terms

1.1. The below terms in these GBTC have the following meanings:

- a) **"Remuneration"** means an agreed price exc. VAT for procuring transportation of a Consignment or procurement or carrying out transportation-related acts/activities by the Freight Forwarder which the Customer undertakes to pay for to the Freight Forwarder in accordance with the terms and conditions of the Master Agreement and/or the Forwarding Contract;
- b) **"Civil Code"** means Law No. 89/2012 Coll., Civil Code as subsequently amended;
- c) **"Working Day"** is a day other than Saturday or Sunday, which in the Czech Republic is not a day of rest (non-working day) pursuant to Section 3 of Law No. 245/2000 Coll., on National Holidays, Other Holidays, Significant Days and Non-Working Days as subsequently amended when commercial banks in the Czech Republic typically provide services to the general public;
- d) **"Customer"** is a person/entity whom the Freight Forwarder concludes a Master Agreement and/or a Forwarding Contract with;
- e) **"Master Agreement"** means a master forwarding contract made between the Contracting Parties, the subject of which is Freight Forwarder's commitment/obligation to procure for transportation of Consignments in his own name at Customer's expenses repeatedly from a specified place/location to another specified place/destination, or procuring for, or carrying out other transportation-related acts/activities and the corresponding Customer's obligation to pay for this activity a Remuneration and make all other payments and pay expenses; partial fulfillment of the Master Agreement includes Freight Forwarder's activities in accordance with a particular Forwarding Contract;
- f) **"SDR"** means a single monetary and accounting unit called Special Drawing Rights, used by the International Monetary Fund;
- g) **"Customer's Group"** includes the Customer and related parties of the Customer; the term **"Customer's Related Parties"** includes the following persons/entities:
  - (a) any person/entity who is in relation to the Customer, a controlled person/entity or controlling person/entity pursuant to the Law on Business Corporations,
  - (b) any person/entity who acts in concern with the Customer or any person/entity described above in Paragraph (a) pursuant to the Law on Business Corporations, and
  - (c) any person/entity who is in relation to the Customer or any person/entity described above in Paragraph (a) a controlling person/entity or a controlled person/entity pursuant to the Law on Business Corporations;
- h) **"Freight Forwarder's Group"** includes the Freight Forwarder and related parties of the Freight Forwarder; the term **"Freight Forwarder's Related Parties"** includes the following persons/entities:
  - (a) any person/entity who is in relation to the Freight Forwarder a controlled person/entity or controlling person/entity pursuant to the Law on Business Corporations,
  - (b) any person/entity who acts in concern with the Freight Forwarder or any person/entity described above in Paragraph (a) pursuant to the Law on Business Corporations, and
  - (c) any person/entity who is in relation to the Freight Forwarder or any person/entity described above in Paragraph (a) a controlling person/entity or a controlled person/entity pursuant to the Law on Business Corporations;
- i) **"Contracting Parties"** are the Customer and the Freight Forwarder;
- j) **"GBTC"** are these General Business Terms and Conditions for Procuring Transportation -- C.S.CARGO Air-Sea, s.r.o., as the Freight Forwarder;
- k) **"Law on Business Corporations"** means Law No. 90/2012 Coll., on Business Corporations and Co-operatives (Business Corporations Act) as subsequently amended;
- l) **"Freight Forwarder"** is business company

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- m) **"Forwarding Contract"** is a particular forwarding contract made pursuant to Section 2471 and the subs. Civil Code, in accordance with which the Freight Forwarder undertakes to procure for the Customer in his own name and at the Freight Forwarder's expenses transportation of a Consignment from a specified place/location to another specified place/destination, or procure for, or carry out transportation-related acts/activities and the Customer undertakes to pay the Freight Forwarder for it a Remuneration and all other amounts and costs;
- n) **"Forwarding Instruction(s)"** is a Customer's order to the Freight Forwarder to procure for the transportation and procurement for, or carrying out transportation-related acts/activities;
- o) **"Consignment"** is a thing/item transported by the Freight Forwarder in accordance with a Forwarding Contract.

## 1.2. Interpretative Provisions

- a) The names of Articles and Paragraphs of these GBTC are only used to facilitate orientation; they do not define, alter or affect the contents or interpretation of these GBTC;
- b) Depending on the context, words in singular include the plural and the masculine includes the feminine and vice versa;
- c) References to articles and paragraphs in the text of these GBTC are references to the articles and paragraphs of these General Business Terms and Conditions, unless stated otherwise;
- d) References to specific documents are references to documents as subsequently amended;
- e) These GBTC will apply to the legal relations established by the Master Agreement only if a Master Agreement is concluded. A Forwarding Contract can be concluded without prior conclusion of a Master Agreement; in these cases the GBTC will apply to these Forwarding Contracts;
- f) If the term „including“ and „in particular“ is used in these GBTC, the item or items after such expression is/are an illustrative but not exhaustive list(s) of items of the type given;
- g) The term or time period specified in days starts on the day following the fact decisive for its beginning. The end of the term or time period specified in weeks or months falls on a day that either by the name or number complies with the day on which the fact falls from which the term or the time period counts. If there is no such day in the relevant month, the end of the term or the time period falls on its last day. If the last day of the term (time period) falls on a Saturday, Sunday or holiday, the last day of the term (time period) is the next Working Day;
- h) An obligation of a (one) Contracting Party specified in these GBTC always corresponds to the right of the other Contracting Party and vice versa, the right of one Contracting Party specified in these GBTC always corresponds to the obligation of the other Contracting Party, even though a mutual right or obligation of the other Contracting Party is not explicitly stated in these GBTC.

## 2. Concluding a Forwarding Contract, Pre-contractual Responsibility

2.1. The Forwarding Contract can also be entered into by a written confirmation of a Forwarding Instruction of the Customer by the Freight Forwarder in accordance with these Terms & Conditions or handing over a Consignment for transportation. After the Forwarding Instruction is confirmed by the Freight Forwarder the Customer undertakes to issue and give the Freight Forwarder properly and promptly all documents and documents relating to the Consignment and its transportation in three copies which must be signed by the Customer, of which each Party will receive one copy while the third copy will 'accompany' the Consignment.

2.2. Should there be any doubts about the type, contents, cost, weight, package or other data about the Consignment the information provided by the Freight Forwarder will apply.

2.3. The Freight Forwarder is entitled to terminate negotiations on a Forwarding Contract and / or a Master Agreement, or a draft at any stage of negotiations, particularly (but not exclusively) if the Contracting Parties cannot agree on any specific provision of a specific Forwarding Contract and/or a Master Agreement. Any pre-contractual liability of the Freight Forwarder is excluded.

## 3. Freight Forwarder's Basic Obligations

3.1. The Freight Forwarder undertakes to procure for the Customer in his (Freight Forwarder's) own name at his (Customer's) expenses the transport of Consignments according to agreed Forwarding Instructions in accordance with the Forwarding Contract and / or the Master Agreement, as well as in accordance with generally binding legal regulations in force.

3.2. The Freight Forwarder must carry out his activities with due diligence/expert care and ensure that the Customer is provided with services of a high quality and cost efficiency so that his (Customer's) interests are satisfied with care. As part of these activities the Freight Forwarder will do as follows:

- a) Taking proper care over things/items the Customer has entrusted

to him, as well as things/items he has got for the Customer,

- b) Keeping for the Customer for an agreed period papers and documents he has received when performing the Forwarding Contract,

- c) Making the Consignment insured only if it is expressly agreed between the Contracting Parties. A mere piece of information about the price of the Consignment is not considered to be an order for the Freight Forwarder to have the Consignment insured. If the Contracting Parties agree on insurance the Freight Forwarder establishes insurance of the Consignment in accordance with insurance terms and conditions as it is customary in the Czech Republic. If an insured event occurs the Freight Forwarder will fulfil his obligations by assigning his claims against the relevant insurance company unless it is excluded by contract or otherwise; this does not affect a Freight Forwarder's decision to establish his liability insurance;

- d) Reporting the Customer about imminent damage to the Consignment or damage incurred as soon as he learns about it without any undue delay.

3.3. In fulfilling his obligation the Freight Forwarder must arrange for the way and the terms and conditions of transportation corresponding to the best interests of the Customer under the Forwarding Contract.

3.4. In accordance with the Forwarding Contract the Freight Forwarder will arrange that:

- a) The necessary number and type of vehicles is available/supplied and the Customer is informed about the scheduled supply of means of transport and the name of the Carrier (Carrier's business name);
- b) An overview of state/status and location/place of the Consignment is prepared if he explicitly promised to do so;
- c) Customs Service pursuant to Article 12 of this Contract is provided only if an explicit demand for providing customs services is specified in the Forwarding Instruction.

3.5. The Freight Forwarder will obtain information about the weight of the Consignment only if it is explicitly agreed with the Customer.

3.6. As regards customs clearance of the Consignment the Freight Forwarder will follow the Customer's instructions.

3.7. If the Freight Forwarder within his activities provides for storage of the Consignment the legal terms of storage will be governed by provisions of the General Business Terms and Conditions for Providing Logistics Services - C.S.CARGO a.s. as the Provider, see the website [www.cscargo.com](http://www.cscargo.com).

## 4. Freight Forwarder's Basic Rights

4.1. The Freight Forwarder is entitled to ask for a written Forwarding Instruction, if the Forwarding Contract has no written form. The Freight Forwarder is entitled to organize transportation, including the choice of type of transportation.

4.2. The Freight Forwarder is entitled to require the Customer to complete his orders, if his instructions are inadequate or incomplete. The Freight Forwarder is entitled to act at his own discretion, while maintaining the interests of the Customer, particularly when choosing the type of transportation, type of means of transport and routes if he did not receive a sufficient or feasible instruction.

4.3. The Freight Forwarder is not obliged to check the accuracy of any instructions or data provided by the Customer.

4.4. The Freight Forwarder is entitled to consider the instruction relating to the Consignment as binding on his part until it is recalled by the Customer. An Instruction so that the Consignment is made available to a third party cannot be withdrawn after the Freight Forwarder receives an instruction of this third person.

4.5. The Freight Forwarder is entitled to require the Customer to pay him Remuneration and reimburse all costs incurred because of his performing the Forwarding Contract and / or the Master Agreement, in connection with performing the Forwarding Contract and / or the Master Agreement or preventing damage and protecting Customer's interests.

4.6. If the Customer does not pay the relevant Remuneration and other amounts and advances on time or if there is any other outstanding debt(s) due from the Customer to the Freight Forwarder the latter will be entitled to suspend the procurement of transportation and other transports already agreed by the Freight Forwarder according to Forwarding Instructions or concluded Forwarding Contracts. The Freight Forwarder must notify the Customer of exercising this right to discontinue forwarding services.

4.7. If it does not contradict express arrangements of the Contracting Parties, the Freight Forwarder may execute transportation of the Consignment to be procured by someone else by himself, both international and domestic road freight transport. In this case, the provisions of the General Business Terms and Conditions for Transportation in International and Domestic Road Freight Transport - C.S.CARGO a.s. as the Carrier, see the Freight Forwarder's website [www.cscargo.com](http://www.cscargo.com), will apply.

4.8. The Freight Forwarder is entitled to sell the Consignment in

an appropriate way on behalf of the Customer, if there is imminent substantial damage to the Consignment and if there is no time to require Customer's instructions or if the latter is in delay in giving any instructions. Goods/materials will be sold pursuant to provisions of the Civil Code on 'self-help sale' (Sections 2126 and 2127).

4.9. At the request of preceding freight forwarders the Freight Forwarder is entitled to assert all rights/entitlements they have in particular because of a lien in order to satisfy their claims.

4.10. At his sole discretion the Freight Forwarder is entitled to cancel, both partially and completely, providing services in accordance with the Forwarding Contract and / or the Master Agreement, at any time, without a notice and any liability to the Customer or other eligible persons if he finds that the provided forwarding services or part of these services are prohibited by applicable laws and regulations, particularly laws of the European Union or laws of particular member countries, including laws and regulations on fighting against terrorism and on embargo.

4.11. The Freight Forwarder is entitled not to provide services/perform the Contract/Agreement to the extent to which such performance or payment might expose him (the Freight Forwarder) to any penalty, limitation or restriction specified in a UN resolution, or which is given by commercial or economic sanctions, legal regulations or regulations of the European Union or legislation of particular member countries.

4.12. The Freight Forwarder is entitled to offset any of his due and undue claims against the Customer against any amount due to the Customer against the Freight Forwarder, i.e. a claim (i) due and undue, (ii) under the Master Agreement and / or the Forwarding Contract or those arisen under these agreements or (iii) another legal relationship between the Contracting Parties or in connection with it.

## 5. Some Provisions on the Freight Forwarder's Liability

5.1. The Freight Forwarder will be liable for damage to the Consignment incurred in procuring for the transportation unless he could prevent it when taking professional care.

5.2. The Freight Forwarder will be liable for damage caused by incorrect or inadequate instructions or information the Customer has provided to the Freight Forwarder.

5.3. The Freight Forwarder is not liable for damage incurred in connection with the transportation of the Consignment when he or the Carrier received the Consignment in contravention of provisions of the Forwarding Contract and / or the Master Agreement, generally binding regulations or these GBTC.

5.4. The Freight Forwarder is not liable for damage caused by the Customer, Sender, Consignee or the owner of the Consignment.

5.5. The Freight Forwarder is not liable for damage caused by defective or insufficient packaging or 'security elements' of the Consignment or unsuitable way of packaging or securing of the Consignment. The Freight Forwarder is not liable for damage caused by lack of labelling or incorrect or insufficient labelling.

5.6. The Freight Forwarder is not liable for damage caused by a defect or characteristics of the Consignment or its nature, although some of them showed up during the transportation of the Consignment.

5.7. The Freight Forwarder is not liable for damage incurred when the Consignment was not 'controlled' by him.

5.8. Except for a specific written agreement made before the commencement of transportation, the Freight Forwarder is not liable for dates of loading and unloading, as well as for a certain order (ranking) when sending the Consignment by the same type of transport. Special labelling e.g. „exhibition goods“ does not justify priority expedition unless priority handling of the Consignment is expressly agreed. "

5.9. If the Freight Forwarder is liable for damage in accordance with the Forwarding Contract or the Master Agreement, his duty to compensate the damage will always be restricted as follows:

- a) in all the cases by an amount equivalent to SDR 20,000 per insured/injurious event or several insured/injurious events having the same cause of damage, unless it concerns a case under Letters b) and c) of this Paragraph;
- b) if the Consignment is lost, destroyed or damaged when transportation is procured, or the Consignment is taken over by the Freight Forwarder for transportation or acts/activities related to the transportation by an amount equivalent to SDR 8.33 per kilogram of gross weight of the lost, destroyed or damaged Consignment or part thereof, unless a lower limit or lesser scope of the Freight Forwarder's liability is specified in any effective legal standard (in particular in laws of nation states or international treaties); in these cases always the lower limit or lesser scope of the Freight Forwarder's liability specified in the relevant effective law will apply;
- c) if the Consignment is damaged because of a delayed delivery, by an amount equal to the Remuneration agreed for the procurement of transportation during which the Consignment is delivered with a delay if the Freight Forwarder is liable for a delayed delivery of the Consignment pursuant to legal regulations or arrangements of the Contracting Parties.

Particular limits of liability for damage cannot be added up. Limitation on damages applies to all damage incurred in procuring for transportation according to the Forwarding Contract

and / or the Master Agreement. Under any circumstances it always concurrently applies that the limit and extent of Freight Forwarder's responsibility cannot exceed the limit and extent of liability specified in effective legal standards and the Freight Forwarder does not take over any higher limit or extent of his liability for loss, destruction, damage or a delayed delivery of the Consignment on the contractual basis.

5.10. The Freight Forwarder does not reimburse the Customer for any indirect damage, consequential damage or lost profits under any circumstances.

5.11. If customs services cannot be provided according to Customer's instructions the Freight Forwarder will not be liable for the period of delay in fulfilling his obligation.

5.12. Where the Freight Forwarder uses services of another Freight Forwarder to procure for transportation he will be liable as if he transported the Consignment by himself.

5.13. The Freight Forwarder can be relieved from his duty to compensate damage if he proves that performance of the Forwarding Contract was temporarily or permanently prevented by extraordinary unpredictable and insurmountable obstacle arisen independently of his will. If damage incurred or became larger due to circumstances for which the injured or another person is responsible the obligation to compensate damage will be reduced accordingly.

5.14. If damage to the Consignment incurs for which the Freight Forwarder is responsible the Customer (or another authorized person) will be obliged to submit written documents to show the extent of damage in an unambiguous way not awaking any doubt.

## 6. Basic Customer's Obligations, Customer's Liability

6.1. A Forwarding Instruction usually contains the below specified data:

- a) place and data of issuing the Forwarding Instruction;
- b) Customer's business name or name and registered office inc. ID No. and Tax ID No.;
- c) Freight Forwarder's business name and registered office inc. ID No.;
- d) Required place and data, or exact time of handing over/taking over the Consignment for transportation;
- e) Time of Consignment loading and unloading;
- f) Place and way of supplying vehicles/loading;
- g) Destination (place of unloading) of the Consignment, date and required time when the Consignment should arrive to the required destination;
- h) Customer's order No.;
- i) Consignee's business name or name inc. registered office and exact indication of the place of unloading unless it is identical to the Consignee's registered office;
- j) Contact to the person authorized to act for the Consignee;
- k) Usual indication of the nature and type of the Consignment and type of packaging; for things/items of dangerous nature their generally recognized designation;
- l) the quantity of transported things/goods making up the Consignment, type, special signs, markings and numbers;
- m) value of the Consignment;
- n) gross weight of the Consignment, weight of particular pieces of the Consignment;
- o) size of the Consignment, type of packing, handling requirements;
- p) the nature and extent of damage to the Consignment if the transported Consignment is already damaged (e.g. being transported for repair);
- q) information that a 'second hand' machine or equipment is transported;
- r) Customer's explicit requirement to arrange for customs services, including instructions and information needed for customs and other official formalities;
- s) Customer's requirement to procure for Consignment insurance;
- t) the terms of the letter of credit, if it applies to the Forwarding Instruction, data for issuing bills of lading, Airwaybill and documents required for transportation;
- u) the requirement to provide for the transportation of specific Consignments (e.g. transport of oversized loads/items);
- v) Remunerations, including remuneration for the procurement of returning the Consignment to the place of dispatching if the Consignee refuses to take over the Consignment or if it is not possible for objective reasons to hand it over to the Consignee for other reasons;
- w) Instructions to be applied if the Consignee refuses to receive the Consignment;
- x) Reference to the Master Agreement if it is concluded.

6.2. The Customer is always obliged to recall the Forwarding Instruction if it is not accepted by the Freight Forwarder without undue delay.

6.3. The Customer must provide the Freight Forwarder with correct data and information about the Consignment and its nature, as well as other facts necessary for procuring for transportation and draw the Freight Forwarder's attention to a higher value of the

Consignment in particular if he requires that special measures during its transportation should be taken or if 'additional insurance' should be established. The Customer is fully accountable for any consequences of incorrect and incomplete data provided.

6.4. Immediately upon the conclusion of the Forwarding Contract or the Master Agreement, the Customer will notify the Freight Forwarder of all related regulatory and shipping compliance obligations, including any applicable customs duties. These notifications will also include information about the applicable transportation routes and roads (for Consignment routing) and any other restrictions associated with the Consignment (such as access requirements for the required transportation vehicle – for example due to Consignment weight, height or type of Consignment), if these obligations or restrictions would not otherwise be obvious to, or reasonably known by, the Freight Forwarder. Should the above obligations of the Customer to the Freight Forwarder not be met, the Customer will be responsible to the Freight Forwarder for any additional costs and the consequences resulting from a failure on the part of the Customer to have properly provided the needed information to the Freight Forwarder. This shall also include compensation for any damage incurred.

6.5. The Customer undertakes to provide the Freight Forwarder with all documents, information and data necessary for the proper provision and fulfilment of the Freight Forwarder's related transportation services. If the data referred to in the Forwarding Contract differs from the information contained in the documents relating to the Consignment and its transportation, the Customer will be obliged, without any undue delay, to correct and eliminate these discrepancies such that all written documentation properly conforms to all aspects of the Forwarding Contract and the actual Consignment. Until the Customer has properly cleared up any such discrepancies and inconsistencies (between the Consignment data and the information in the Forwarding Order), the Customer will not be entitled to expect the Freight Forwarder to fulfil his forwarding obligations. In such situations, the Freight Forwarder will be entitled to hold up the fulfilment of his obligations under the relevant Forwarding Contract and to charge the Customer for any related costs.

6.6. The Customer will be responsible for compensating the Freight Forwarder for any costs Freight Forwarder incurs, such as a fine or other sanction for a violation of a law or forwarding regulation – Freight Forwarder as a result of erroneous, false, inaccurate, incomplete or otherwise defective documents, information or data provided to the Freight Forwarder by the Customer.

6.7. If a situation arises in which it becomes apparent that the Consignment is at risk of suffering immediate damage (or should damage have already occurred), the Customer will be obliged – without any undue delay – to provide the Freight Forwarder with the necessary information (instructions) on how to handle the situation and mitigate any further damage. All costs associated with required damage mitigation by the Freight Forwarder are to be borne by the Customer; and, the Customer undertakes to reimburse the Freight Forwarder for any related costs.

6.8. The Customer undertakes to handle and be responsible for all loading and unloading of the Consignment, as well as its proper packing, and securing against potential damage during the transport and handling it. In addition, the Customer will be responsible for properly meeting all required deadlines for the loading and unloading of the Consignment, as specified in the Forwarding Contract. If the Customer fails to properly meet these deadlines for the loading and unloading of the Consignment, the Customer will be required to pay the Freight Forwarder, and his contracted carrier, all delay-related costs associated with his failure to meet the agreed dates for the loading and/or unloading of the Consignment.

6.9. The Customer undertakes, at his own expenses, to make sure that the Consignment is ready for loading when the transportation vehicle is supplied (in the loading area); and also, that the handover of the Consignment at its destination will take place immediately after the transportation vehicle with the Consignment arrives at this destination. If there is any delay in proper handover and receipt of the Consignment by the consignee, the Freight Forwarder will be entitled to reimbursement from the Customer of the any properly documented and verified related costs (including any related costs of another contracted Carrier).

6.10. It must be noted that, before being handed over to the Freight Forwarder for transportation, all exterior packaging of the Consignment must be clean and have any unrelated labels, stickers, marks, etc. that could prevent, threaten or otherwise complicate the proper and timely deliverability of the Consignment removed.

6.11. Before the transportation of the Consignment commences the Customer must make sure the Consignment has been properly weighed; and the Customer will be responsible for making sure the actual weight of the Consignment is in conformity with any weights included in the related Consignment documentation. Before the actual transportation of the Consignment the Customer will be obliged to deliver to the Freight Forwarder (or the related contracted common carrier) all required Consignment weight-related documentation. If the Customer fails to do so, the carrier may refuse to transport the Consignment.

6.12. Unless otherwise indicated in the paperwork related to the Forwarding Contract by the Customer, the parties hereby agree that the value of the Consignment will be CZK 1 (one Czech crown). The related value of the packaging, labelling and other materials associated with the safe handling of the Consignment will be assumed to be CZK 0 (zero Czech crowns) unless otherwise stated. Should the Customer wish to declare a different value (from CZK 1, or one Czech crown, and/or CZK 0, or zero Czech

crowns), such a different value must be explicitly called out by the Customer in the Forwarding Contract.

6.13. Whenever requested to do so by the Freight Forwarder the Customer will also be obliged to pay the Freight Forwarder a required advance before the Freight Forwarder begins to meet his obligation. An advance payment may be used to cover the Remuneration (up to 100%), expected cost of procuring the transportation of the Consignment as well as any other Consignment-related costs, which may have to be paid by the Freight Forwarder in relation to, or as part of the fulfillment of his Freight Forwarder's obligations under the Forwarding Contract and/or the Master Agreement.

6.14. Unless otherwise and explicitly agreed to by the Contracting Parties, the obligations of the Freight Forwarder under the Forwarding Contract do not include any accompaniment of the Consignment by the Freight Forwarder. If a situation arises in which permanent monitoring of the Consignment is necessary, it will be assumed that this task will be performed by the Customer. If the Customer wishes to have the Freight Forwarder perform this function, this will be an additional charge and service to be explicitly ordered by and paid for by the Customer.

6.15. In a Consignment cannot be properly or otherwise delivered in a timely manner to the consignee (including the absence of the consignee), the Customer agrees that he will be fully responsible for any extra costs related to the reshipment or return of the Consignment to the Customer because of non-delivery. Such costs may also include the destruction or storage of the Consignment, etc. under the Forwarding Contract, the Freight Forwarder will be obliged to make a single delivery attempt.

6.16. If the Customer cancels the Forwarding Contract (before its intended execution and completion) the Customer will be obliged to properly compensate the Freight Forwarder for his costs he incurred prior to this cancellation. At the same time any demonstrably proven cost savings on part of the freight Forwarder will be deducted.

6.17. If the Customer wishes to change or amend the Forwarding Contract, the Customer undertakes to properly compensate the Freight Forwarder for all his costs he incurred as a result of changes or amendments to the relevant Forwarding Contract.

6.18. If the Customer wishes to assert a claim against the Freight Forwarder for damage the Customer must do so and give evidence within 3 (three) months from the occurrence of the damage, otherwise the right to assert (lodge) a claim for damages lapses.

6.19. The Customer must properly reimburse the Freight Forwarder for any freight, duties, taxes and/or other fees or charges he incurred as the legitimate holder of the goods/things of someone else if the Freight Forwarder is not responsible for them.

6.20. The Customer must provide the Freight Forwarder at the latter's request with the data specifying his economic/financial situation at any time to the extent necessary to assess the Customer's ability to meet the obligations under the Forwarding Contract and/or the Master Agreement.

6.21. The Customer undertakes to indemnify the Freight Forwarder if he incurs damage or other harm because of an action/activity, omission or breach of any duty of the Freight Forwarder or persons authorized by him. The Customer undertakes to indemnify the Freight Forwarder if due to any act/activity, mission or breach of any Freight Forwarder's duty an illegal state is established. The Customer undertakes to indemnify the Freight Forwarder if as a result of any act/activity, omission or breach of any obligation an illegal state occurs, which will cause any costs, penalties or other obligations on the part of the Freight Forwarder (also as a guarantor).

6.22. The Customer is not entitled without a prior written consent of the Freight Forwarder to assign any of his claims against the Freight Forwarder, in full or part, to a third party or pledge any of his claims against the Freight Forwarder in favour of a third person as a whole or in part. The Customer is not entitled to unilaterally set off any of his claims against the Freight Forwarder or any part thereof.

## 7. Customer's Basic Rights

7.1. The Customer is entitled to submit to the Freight Forwarder requests for the procurement of transportation in a form of particular Forwarding Instruction(s); as regards freight road and freight air transportation no later than 24 hours prior to the required commencement of the transportation and for the sea freight transportation no later than 3 working days before the required day of commencement of transportation and at the same time in a way that they are delivered to the Freight Forwarder during his working hours, i.e. on working days from 8.00 a.m. to 5.00 p.m. in accordance with the Article 15 of these GBTC.

7.2. The Customer is entitled to cancel a Forwarding Instruction unilaterally only until he gets it back confirmed by the Freight Forwarder; in other cases only based on express mutual agreement with the Freight Forwarder.

## 8. Remuneration, Other Payments, Maturity, Invoicing, Consignee's Liability

8.1. In return for procurement of the transport and optionally procurement or performance of transport-related acts/activities the Contracting Parties upon conclusion of the Forwarding Contract or the Master Agreement agree on Remuneration, which the

Customer undertakes to pay to the Freight Forwarder. Unless the arrangements of the Contracting Parties expressly state otherwise, the amount of Remuneration is specified excluding the value added tax.

8.2. The Remuneration does not include:

- costs of the procurement of Consignment transportation;
- all other costs the Freight Forwarder reasonably incurred when performing his obligation;
- costs associated with the customs clearance and related operations;
- the cost of return transportation of the Consignment if it cannot be delivered to the consignee.

8.3. The Freight Forwarder will submit the Customer a bill of the Remuneration, all costs incurred and advances; whereas the corresponding value added tax will be added to these amounts, if the payment is subject to it. The Freight Forwarder is entitled to charge all costs and other expenses he incurred for procuring for, and transportation of the Consignment in accordance with the Forwarding Instructions, Forwarding Contract for the purposes of preventing damage and protecting the Customer's interests or removing of any consequences of an injurious event arisen in the procurement and transportation of the Consignment or in connection therewith.

8.4. The Customer undertakes to pay all amounts charged by the Freight Forwarder including the value added tax no later than within fourteen (14) calendar days from the invoice issue date.

8.5. If the Customer does not pay the charged Remuneration, does not make other payments, advances or does not reimburse the relevant costs the Customer undertakes to pay a penalty interest of 0.05% of the outstanding amount for each commenced day of delay. Besides the penalty interest the Freight Forwarder is fully entitled to get compensation of damages due to the Customer's failure to pay his financial debt.

8.6. The Freight Forwarder is entitled to choose the way of sending the invoice (tax receipt), whereas the regular way of sending tax receipts is e-mail or data box.

8.7. The Contracting Parties declare that the Remuneration amount and the agreed maturity of the Remuneration and any other costs associated with procuring the transportation of the Consignment is in accordance with commercial practice in the field of freight forwarding services and is not unfair for any of the Contracting Parties.

8.8. The application of the provisions of Section 1805 Paragraph 2, first sentence, of the Civil Code is excluded, therefore, under any circumstances, the Freight Forwarder will be entitled to require the Customer to pay also the interest if it is in excess of the principal.

8.9. Upon the receipt of the Consignment the transportation of which was procured by the Freight Forwarder the consignee becomes a guarantor for Freight Forwarder's claims against the Customer under the Forwarding Contract and/or the Master Agreement, if he knew or must have known about his claim(s). The Customer undertakes to inform the consignee about all Freight Forwarder's claims before the consignee takes over the Consignment.

8.10. The Contracting Parties agree that the Freight Forwarder is entitled to increase the Remuneration or any other payments associated with the transportation of the Consignment or procurement of the transportation of the Consignment unilaterally if because of (i) the adoption of amendments or changes to the interpretation of any law, regulation/action, official communication or other generally binding regulation after the date of conclusion of the Forwarding Contract and/or the Master Agreement, or (ii) the adoption or amendment to any regulation/provision or official communication of a public administration body (including a body of a foreign country) after the date of conclusion of the Forwarding Contract and/or the Master Agreement or (iii) the exercise of any private and public claims (including claims against the Freight Forwarder as a guarantor) of any person/entity, body/institution or authority (including foreign ones) based on the present or future effective legislation in the field of compliance with the minimum wage of employees of any persons/entities involved in the transportation of the Consignment any costs of the Freight Forwarder (mainly due to payments or increase in any taxes, tolls, duties, levies, fees, fines, penalties or any other or similar payments or cargo) in procuring transportation and related activities are increased. The increase of the Remuneration and other payments under this Paragraph 8.10 of these GBTC will correspond to the increased costs of the Freight Forwarder.

## 9. General Provisions

9.1. Delivering Consignments to the consignee in a form of COD is excluded.

9.2. The Freight Forwarder has a lien to the Consignment to secure its claims against the Customer or receivables due by the Customer. The Customer agrees that exercising the right of retention to the Consignment is pursuant to the provisions of Section 1396 Paragraph 2 Civil Code compatible with the way the Consignment is to be handled and which the Freight Forwarder has been informed about.

## 10. Liability under the Contract of Transportation of a Thing/Asset

10.1. The Freight Forwarder is not liable for performance of the transportation of the Consignment, unless the Consignment, which the Freight Forwarder was to transport under the Forwarding Contract is transported by him (the Freight Forwarder). In this case the Freight Forwarder is responsible as a carrier under the relevant legal regulations and at the same time upon transportation of the Consignment within international and domestic road freight transport the legal relationships between the Contracting Parties are subject to the Terms and Conditions for transportation in international and domestic road freight transport, see the Freight Forwarder's website [www.cscargo.com](http://www.cscargo.com) with C.S.CARGO a.s. as the Carrier.

10.2. The contractual provisions on the fixed Remuneration of the Freight Forwarder or charging the Freight Forwarder's remuneration at a fixed rate (i. e. acceptance rate) does not constitute a contractual acceptance of the carrier's liability. Similarly the non-disclosure of the name, title or business name of the carrier by the Freight Forwarder does not constitute a contractual acceptance of the carrier's liability.

10.3. Potential claims against carriers

a) are exercised by the Freight Forwarder upon request of the Customer in his own behalf and at expenses of the Customer, who is obliged to provide the Freight Forwarder with necessary cooperation, in particular to provide documents and information relating to the Consignment, particularly regarding its value, type, amount of damage, etc.; or

b) the Freight Forwarder will provide the Customer will all necessary co-operation so that the latter can assert his claims against the carrier directly;

If the Customer fails to assert his claim against the Freight Forwarder according to 10.3.a) of these GBTC or claims against the carrier according to 10.3.b) of these GBTC, or if the Customer does not give the Freight Forwarder the necessary cooperation, the consequences arising therefrom are to the detriment of the Customer.

## 11. Limitation of Rights under the Forwarding Contract

11.1. The period of statutory limitation is governed by the respective provisions of the Civil Code, unless this Article 11 of the GBTC states otherwise.

11.2. The rights against the Freight Forwarder arising from the total destruction or loss of the Consignment or damage or delayed delivery of the Consignment is subject to limitation (statutory bar) after a period of 1 (one) year elapses. The statutory limitation of time begins to run from the date the Consignment is delivered, or when it should have been delivered to the consignee.

## 12. Customs Services

12.1. The provisions of these GBTC also include an agreement of the Contracting Parties that according to a Customer's explicit request specified in Forwarding Instructions or the Forwarding Contract the Freight Forwarder is authorized to negotiate with the relevant customs authorities on behalf of the Customer to the following extent:

- customs clearance of the Consignment into free domestic circulation including securing the customs debt;
- customs clearance of consignments into different customs regime, including customs debt beyond temporary use;
- customs procedures for exported goods;
- issue of transit documents T1.

For this purpose, the Customer undertakes to grant the Freight Forwarder a power of attorney. At the same time the Customer gives the Freight Forwarder its consent to arrange the relevant activities with the competent authorities through third persons.

12.2. As regards customs procedures the Customer undertakes to provide the Freight Forwarder or a third party authorized by him, with necessary cooperation, in particular by providing all the necessary data to complete the Single Administrative Document (SAD), OSAD (Optional Single Administrative Document) declaration of customs value (DCV), Transit customs declaration (T1) and export customs document (ECS, E- exports) based on information contained in customs order or in the accompanying supplier (incoming) invoice, bill of Consignment or another transport document. If any of the data necessary for completing these documents is not given by the Customer the latter will be obliged to respond to a telephone or written request of the Freight Forwarder or a third person authorized by him or a customs agent promptly by providing the necessary information and documents for issuing the above documents so that the deadline for submitting the declaration specified in generally binding legal regulations is fulfilled.

12.3. The Contracting Parties will provide each other with mutual cooperation so that the customs order is delivered to the address of the relevant customs office, if possible before the arrival of the Consignment. The Customer is always responsible for any damage and penalties because of late sending of the customs order or providing incomplete or incorrect details on the imported goods.

12.4. Within the scope of this Article the Freight Forwarder undertakes to ensure the following activities either by himself or through an authorized third party:

- a) within the deadline specified in the Customs Act to transfer imported and exported goods to customs procedures and ensure that all work associated with this act is done;
- b) To submit the SAD properly completed, or the OSAD or the ECS and the DCV by the deadline stipulated in the Customs Act to the relevant customs authority to carry out its own customs procedures;
- c) ensure the correction of potentially wrongly issued SAD, OSAD, ECS and DCV and discuss it or ensure discussing it with the competent customs office;
- d) inform the Freight Forwarder about any requirement of the customs office, which may complicate the customs procedure, if necessary to request additional information and documentation immediately as soon as they are requested by the customs office;
- e) if the Consignment for which the customs declaration is filed, cannot be the handed over to distribution on the same or next day, inform the Customer on this fact, communicate this fact immediately to the Customer including the reasons;
- f) to take all efforts in cooperation with the customs office so that the time of customs procedures for the Customer's Consignment is as short as possible.

12.5. The Contracting Parties agree that for these activities carried out according to this Article, or other customs procedure-related activities, which the Freight Forwarder will perform at the express Customer's request in the Forwarding Instructions the Freight Forwarder will charge and the Customer will pay a special fee and reimburse the Freight Forwarder for any additional expenses, all costs or fees of customs procedures.

### 13. Contractual Penalties

13.1. If an obligation under of these GBTC is breached the Customer must pay the Freight Forwarder a contractual penalty excl. VAT which will be three times higher than the Remuneration specified in the Forwarding Contract per each particular breach of the obligation by the Customer.

13.2. If an obligation under Paragraph 6.10 of these GBTC is breached the Customer must pay the Freight Forwarder a contractual penalty which will be a double of the Remuneration specified in the Forwarding Contract per each particular breach of the obligation by the Customer.

13.3. If an obligation under Paragraph 6.8 and 6.9 of these GBTC or another arrangement of the Contracting Parties is breached the Customer must pay the Freight Forwarder a contractual penalty of CZK 1,000 per each, even incomplete, (one) hour of delay in the fulfillment of any particular Customer's obligation.

13.4. Paying the penalty under these GBTC does not affect the Freight Forwarder's right for compensation of damage or part. The contractual penalty under these GBTC is due within seven (7) working days of sending the Freight Forwarder's debt notice to pay the contractual penalty to the Customer.

### 14. Freight Forwarder's Lien on the Consignment, Exercising the Lien

14.1. The Freight Forwarder has a lien on the Consignment as long as the Consignment is in his possession or as long as the Freight Forwarder has documents allowing him to dispose of the Consignment to secure Customer's debts to the Freight Forwarder under (i) the Forwarding Contract, according to which the transportation of the Consignment was procured for, which the Freight Forwarder exercises the lien on, (ii) all other Forwarding Contracts entered into by the date when the Freight Forwarder exercises his lien on the Consignment, (iii) all Master Agreements entered into by the date when the Freight Forwarder exercises his lien on the consignment and (iv) any other contracts or other legal relations established between the Contracting Parties or between the Freight Forwarder and any entity of the Customer's Group. Provisions on the lien under these GBTC also apply when the Consignment or documents authorizing the disposal of the Consignment is at someone who holds them according to Freight Forwarder's instructions.

14.2. Anytime after any Customer's debt secured by a lien in accordance with Paragraph 14.1. of these GBTC becomes due and is not paid, the Freight Forwarder is entitled to deliver the Customer a commencement of exercising the lien notice and subsequently he is entitled to exercise the lien as set out in this Article 14 of these GTC (Paragraph 14.3. of these GBTC).

14.3. If a lien is exercised the Freight Forwarder will be entitled, at his sole discretion, to do as follows;

- a) sell the collateral under the procedure specified in Paragraph 14.4. of these GBTC (hereinafter the **"Private Sale"**);
- b) to accept the collateral to satisfy the debt(s) secured by the lien through the procedure specified in Paragraph 14.6. of these GBTC (hereinafter the **"Transfer"**); or
- c) have the collateral sold in a public auction pursuant to Act No. 26/2000 Sb., on Public Auctions, as subsequently amended or judicial sale under the provisions of Section 354 and the subsequent Act No. 292/2013, on Special Judicial Proceedings, as subsequently amended; or;
- d) exercising the lien in another way under applicable legal regulations.

If the legislation is changed so that another way of exercising the lien can be applied, the Customer will take all necessary measures without delay and conclude all agreements with the Freight Forwarder, which the Freight Forwarder reasonably requires in order to effectively exercise the lien in a different way.

14.4. Unless any of the above ways of exercising the lien results in assignment of the title to collateral the Freight Forwarder will be entitled to suspend exercising the lien or change its way, even repeatedly, but he is obliged to proceed with due professional care.

14.5. The Private Sale will be governed by the below rules the compliance with which by the Customer will be considered as due professional care and the process in the interests of both the Freight Forwarder and the Customer:

a) The Freight Forwarder will announce a tender for finding potential buyers of the collateral in a way he deems appropriate given the nature of the collateral, markets in which assets of the same type as the collateral are traded, and potential buyers of the collateral;

b) The Customer undertakes to submit to the Freight Forwarder immediately at his request all documents and information about the collateral, which the Freight Forwarder reasonably requires for potential buyers in order to achieve the highest offered price, whilst the Customer agrees that if, in the sole opinion of the Freight Forwarder, the Customer does not provide all the documents and/or information within a reasonable time, the Freight Forwarder will be entitled to conduct a tender based solely on the documents and information that he Customer has demonstrably submitted;

c) the potential buyers will have a period of at least 3 (three) days to make a binding offer for purchasing the collateral including a time period to study information and documents relating to the collateral;

d) the Freight Forwarder will not accept any offer to buy the collateral before the time period which has to elapse pursuant to the Civil Code between the period from the date of commencement of exercising the lien notice and the sale of collateral expires;

e) the Freight Forwarder will sell the collateral without any warranties or representations regarding the collateral or any information that has been provided about the collateral, and excluding the liability for defects of the collateral, while bidders will have no recourse against the Freight Forwarder with respect to any of the aforementioned; and

f) the Freight Forwarder is not obliged to examine the bids, which would expose him to any risk of settlement or any credit, tax, regulatory, business or other risk. The Freight Forwarder will be particularly entitled to prioritize and determine the tender conditions so as to give the priority to (i) the bid offering immediate payment in cash before delivery compared to bids offering non-financial performance or other than immediate payment; (ii) bids that are structured to minimize the tax burden of the Freight Forwarder over the bids exposing the Freight Forwarder to tax payment or risks of such costs; (iii) the unconditional bid over those offering conditional legal, regulatory, administrative, business or other conditions;

g) The Freight Forwarder is entitled to entrust a third person to execute the Private Sale (or some negotiations in connection therewith) who knows well conditions of markets on which assets of the same type as the collateral are traded.

14.6. Pursuant to the provisions of Section 1315, Paragraph 2(b) of the Czech Civil Code [in Czech abbreviated as "NOZ"], the Customer irrevocably suggests that the Freight Forwarder may assign any collateral to settle all debts secured by the lien (or parts) as follows:

a) anytime after the Freight Forwarder delivers to the Customer a commencement of exercising the lien notice, the Freight Forwarder will be entitled to deliver to the Customer a written notice accepting his offer of assigning the collateral;

b) a contract for assigning collateral to the Freight Forwarder will be made (i) when the period of time lapses, which must be provided under the Czech Civil Code between the commencement of exercising the lien notice and the sale of collateral; or, (ii), when the Freight Forwarder delivers to the Customer an appraisal of the collateral, which has been prepared by a firm qualified to make an appraisal and based in Prague and appointed by the Freight Forwarder (hereinafter the **"Appraisal Expert"**) – whichever occurs later;

c) the title to the collateral will be acquired by the Freight Forwarder upon the establishment of a contract for assigning the collateral;

d) The Customer must without undue delay at a Freight Forwarder's call sign the relevant motion for record or registration and take all other steps to provide for recording or registration ;

e) For the purposes of sale by assignment the price of collateral will be determined by the relevant Appraisal Expert. The Contracting Parties agree that the Appraisal Expert will calculate the price of collateral within twenty (20) days after the Freight Forwarder chooses an Appraisal Expert or by the date when the Customer pays the Appraisal Expert an advance to cover his costs determined in writing, whichever of the above events is later. If the Customer does not pay the Appraisal Expert an advance to cover his costs the Freight Forwarder will be entitled to do so at expenses of the Customer. The Customer undertakes to immediately provide the Appraisal Expert at his request with all documents and information that he reasonably requires for the purposes of evaluating collateral; the Customer agrees that if, in the sole opinion of the Appraisal Expert he does not provide all the documents and information within reasonable time the Appraisal Expert will be entitled to evaluate the collateral solely on the basis of documents and information that will be demonstrably available at the time of appraisal. If the Appraisal Expert determines the price by referring to a certain price range for the purposes of this Paragraph 14.6.e) of these GBTC the price of collateral will be the lowest one determined by the Appraisal Expert;

f) as soon as the Freight Forwarder acquires the title to the collateral the amount due from the Customer to the Freight Forwarder secured by a lien will be reduced, because of performance through the assignment of the title to the collateral, instead of payment

by the price of collateral determined in accordance with Paragraph 14.6.e) of these GBTC, net of all taxes, deductions and other obligations and cost of sale associated with the assignment;

g) if the amount by which the amount due from the Customer to the Freight Forwarder secured by a lien should be reduced pursuant to Paragraph 14.6.f) of these GBTC is higher than the amount due from the Customer to the Freight Forwarder secured by a lien when the Freight Forwarder acquires the title to the collateral the Freight Forwarder will pay the Customer the price difference within 30 working days of the date on which the amount is determined by the Appraisal Expert in accordance with the procedure according to Paragraph 14.6.f) of these GBTC.

### 15. Notification

15.1. Any communication relating to the Master Agreement, Forwarding Contracts and drafts of these contracts must be in writing; unless otherwise specified it must be delivered in person, by fax, email, data box, or any other form of electronic communication and these forms of electronic communication will be considered as a written form.

15.2. Communicating by e-mail without a guaranteed signature is deemed sufficient with some exceptions:

- a) communications relating to changes/modification/ amendments or termination of the Master Agreement and / or the Forwarding Contract;
- b) waiver of a right or release from a requirement ;
- c) if the addressee has reserved the right to receive the communication in another form.

15.3. With some exceptions specified below any communication or document relating to the Master Agreement (or a draft) and the Forwarding Contract (or a draft) will be considered delivered:

- a) if it is delivered in person or by courier with confirmation of the receipt by the addressee, upon delivery to/receipt by the addressee;
- b) if it is sent by mail, upon delivery to/receipt at the appropriate address or on the 5th (fifth) working day after the date on which it was submitted for postal services in a properly headed envelope with prepaid postal fee (unless the provider of postal services notifies the sender that in fact the notification has not actually been delivered to the address of the addressee or stored at the post office for the addressee in accordance with the relevant rules of postal services/transportation; or if this fact is established otherwise without any doubt);
- c) if it is sent by fax as soon as the fax machine printed confirmation of successful sending/delivery of the whole message to the addressee's fax number; and
- d) if it is sent by e-mail, data box or other electronic communication as soon as it is received in a legible form.

15.4. Communication delivered in accordance with Paragraph 15.3. of these GBTC, which was received on other than a working day or after 16:00 pm at the place of delivery will be deemed delivered on the next working day at this location.

### 16. Final Provisions

16.1. The Contracting Parties expressly exclude the application of any general terms and conditions of the Customer to any legal relationships between them, even if the Customer has referred or will refer to them in any way and although the Freight Forwarder knows them. Pursuant to Section 558 Paragraph 2 of the Commercial Code the Contracting Parties exclude to take into consideration business practices applied as a standard in the field of forwarding services in their legal relationships.

16.2. The relationships between the Contracting Parties not explicitly stipulated/regulated in the Forwarding Contract and / or the Master Agreement or any other agreement entered into between the Contracting Parties will be governed by the relevant provisions of international and Czech legal regulations.

16.3. The Contracting Parties will make efforts to settle any dispute under the Forwarding Contract and / or the Master Agreement amicably out of court by mutual negotiations in order to keep good business relationships. If they cannot resolve the dispute in this way, either Party will be entitled to assign the dispute to the District Court of Prague - west (Praha-západ) if the court of competent jurisdiction is the District Court and the Regional Court in Prague, if the court of competent jurisdiction is the Regional Court. If the consumer relationships under the Forwarding Contract or the Master Agreement between the Freight Forwarder and the Customer as a consumer result in a consumer dispute the Customer will be entitled to address the Czech Trade Inspection Authority/CTIA (Česká obchodní inspekce), registered office Štěpánská 567/15, 120 00 Praha 2 which is the relevant entity for settling disputes out-of-court. To contact the CTIA please refer to www.coi.cz.

16.4. These GBTC will govern relationships between businesses/entrepreneurs; they will not be used for interpreting and applying provisions of Sections 1798 – 1800 of the Civil Code because the GBTC are available to the general public at the Freight Forwarder's website for free so that everyone can read them at any time. The Customer declares that before concluding the Forwarding Contract and / or the Master Agreement he had the opportunity to read the GBTC properly and influence the contents of these GBTC by excluding any text, articles and paragraphs through provisions of the Forwarding Contract and / or the Master Agreement.

16.5. Pursuant to provisions of Section 1794 Paragraph 2 of the Civil Code the Customer waives the right to require the Forwar-

ding Contract and / or Master Agreement to be cancelled and restored in the original state because of potential disproportionate shortening and concurrently declares that he will perform the Forwarding Contract and / or Master Agreement in return for the agreed Remuneration and does not consider the Remuneration amount to be grossly disproportionate to the other party's performance.

16.6. Pursuant to provisions of Section 1765 Paragraph 2 of the Civil Code the Customer assumes the risk of changes in circumstances if after the Master Agreement and / or Forwarding Contract is concluded they could change to an extent that performing the Master Agreement and / or Forwarding Contract will become more difficult for him.

16.7. The Customer gives consent to the Freight Forwarder and any other persons from the Freight Forwarder's Group to collect, maintain/store and process personal data provided to the Freight Forwarder for the below purpose. This consent is granted for all information in contracts and related documents as well as in all communication between the Contracting Parties, and throughout the period of 5 (five) years from the date of consent but at least for the duration of the contractual relationship between the Contracting Parties. The Customer declares that all the data he provides is true and accurate and that he provides it voluntarily. The Freight Forwarder or a person/entity of the Freight Forwarder's Group will collect, store and process all Customer's personal data for the purposes of offering transporting and forwarding services. The Freight Forwarder or a person/entity of the Freight Forwarder's Group will collect, store and process all Customer's personal data also for the purposes of sending commercial/business messages to the Customer or persons/entities from the Customer's Group electronically unless the Customer sends the Freight Forwarder directly and efficiently information that he does not wish to receive commercial/business messages sent by the Freight Forwarder or a person/entity from the Freight Forwarder's Group any longer, however for a maximum of 5 (five) years. The Customer agrees that the Freight Forwarder or a person/entity from the Freight Forwarder's Group can add other personal data to that he has provided. Summarized data about the Customer or a person/entity from the Customer's Group can be used by the Freight Forwarder or a person/entity from the Freight Forwarder's Group for statistical purposes, for internal needs of the Freight Forwarder or a person/entity from the Freight Forwarder's Group. The Freight Forwarder declares that he will collect personal data of the Customer or a person/entity from the Customer's Group to the extent necessary for archiving the specified purpose and process it in accordance with the purpose for which it has been collected.

16.8. The Customer gives consent for disclosing his name or business name and logo on the Freight Forwarder's website to be presented as a business partner of the Freight Forwarder. The Contracting Parties agree that the Customer or a person/entity from the Customer's Group can be contacted by the Freight Forwarder or a person authorized by him for co-operation in the event of marketing or promotion actions, competition, notification or inquiry relating to current cooperation or other notice or business communication in any form. The Customer agrees that the Freight Forwarder or persons/entities from the Freight Forwarder's Group can use all contact data for marketing purposes of the Freight Forwarder or persons from the Freight Forwarder's Group.

16.9. If any provision of these GBTC be contrary to the mandatory provisions of legislation valid and effective in the Czech Republic or international standards, then provisions of these regulations and standards will apply, which does not affect the validity of the remaining provisions of these GBTC or the validity of these GBTC as a whole. The Contracting Parties expressly declare that the provisions of these General Business Terms and Conditions, which are different from the provisions of the Commercial Code or other legal regulations are negotiated to be different consciously and also declare that according to their good faith and conscience, these different provisions are not contrary to morality/good manners, do not violate public policy or the right relating to the status of persons/entities, including the right of privacy and integrity and is negotiated fair.

16.10. The Freight Forwarder is entitled to make changes to the GBTC and is obliged to notify the Customer of these changes to the GBTC by publishing them on its website [www.cscargo.com](http://www.cscargo.com) no later than 14 (fourteen) days before they take effect. The Customer is entitled to refuse the changes to the GBTC and for this reason to terminate the Master Agreement and / or the Forwarding Contract within a period of 1 (one) month after new GBTC take effect and the notice period is 1 (one) month beginning on the 1st (first) day of the calendar month in which the notice was delivered to the Freight Forwarder. If the Customer does not refuse the amended GBTC by the above deadline the GBTC will be effective in the amended version from the effective date of changes specified by the Freight Forwarder. If the Customer refuses the GBTC within the relevant deadline the GBTC will be effective after the notice period has expired. The Customer undertakes to monitor the Freight Forwarder's website and read the current version, incl. the GBTC, but at least once a week.

16.11. These GBTC will come into effect on May 20, 2016.