

BUSINESS TERMS AND CONDITIONS No. 2023/1

of Hanyš - Jeřábničné práce, s.r.o. dated 1 September 2023

1. Scope of effectiveness

- 1.1. These Business Terms and Conditions of the Provider (hereinafter referred to as the "BTCs") regulate certain rights and obligations arising between the Provider and the Customer on the basis of the concluded Contract for the Provision of a Crane or another contract, the subject of which is the provision of a crane (hereinafter referred to as the "Contract"), of which these BTCs are a part.
- 1.2. If the BTCs conflict in any provision with a provision contained in the Contract, the provision contained in the Contract shall prevail.

2. Definition of some terms

- 2.1. For the purposes of these BTCs, the following applies:
 - a) **Order** means the Customer's binding and irrevocable proposal to conclude a contract;
 - b) **Provider** means the company **Hanyš - Jeřábničné práce, s.r.o.**, ID No.: 27243460, with registered office at Počernická 425, 250 73 Radonice;
 - c) **Crane** means a machine designed to lift and move heavy or bulky loads.
- 2.2. Where these BTCs contain terms wholly or approximately (and in context) identical to those given in Articles I.-IV. Orders (e.g., Designated Location, Commencement of Provision, etc.), they are deemed to be identical terms to those set out in Articles I.-IV. Orders.

3. Provider's rights and obligations

- 3.1. The contractual relationship between the Customer and the Provider is implemented by individual Orders sent to the Provider. An accepted Provider's quotation shall also be deemed an Order. Acceptance of the Order by the Provider shall constitute the conclusion of the Contract. Any previous communication from the Provider, including a communication marked as an offer, is indicative only and the Provider is not bound by it.
- 3.2. The Customer's Order may be made by telephone, in writing or electronically by e-mail. The Customer is obliged to confirm the telephone order in writing or by e-mail within 24 hours. In the event that the Customer's telephone Order is not confirmed by any of the above methods, the Provider shall be entitled, at its discretion, to accept the Order so placed. Acceptance in such case shall be deemed as at least a verbal communication by the Provider to the Customer of acceptance or such Provider's action, which clearly indicates the acceptance. The mandatory data in the Customer's Order are: business name or name and surname with any addition, registered office or place of business, identification number, tax identification number, person authorized to act for the Customer and his/her handwritten signature. If the Customer chooses a type of Crane in the Order, the Provider is entitled to provide another suitable type of Crane, especially a Crane with better parameters.
- 3.3. The Provider undertakes that:
 - a) it will follow procedures for the safe use of mobile cranes, including a safe system of work for driving, erecting, dismantling, operating and maintaining mobile cranes;
 - b) the crane will be in proper condition, suitable for handling loads and operation on roads according to applicable regulations and laws;
 - c) at the same time as providing the Crane, it will provide a qualified Crane crew to handle the Crane and loads;
 - d) at the Customer's request, it will submit the following documents within three working days: the VAT registration certificate, crane logbook, inspection report, tie-down certificate;
 - e) it shall inform the Customer of the risks at the Designated Site and shall cooperate in ensuring health and safety at work at the Designated Site.
- 3.4. In the event that the Customer is in default of an obligation under the Contract, the Provider shall be entitled to suspend the provision of the Crane until such time as the obligation in question is fulfilled; the date and time by which the provision of the Crane Services is to be completed pursuant to the Order shall also be automatically postponed by such time (hereinafter referred to as the "End of Provision"). The End of Provision shall not be automatically postponed if the Provider informs the Customer that postponement is not possible due to the Provider's capacity reasons. If the due date for payment of the Price is in any way linked to the End of Provision, the original (non-postponed) End of Provision shall continue to apply for the purposes of payment of the Price.

4. Customer's rights and obligations of the

The Customer undertakes and declares that:

- a) on demand, it shall pay all costs incurred by the Provider as a result of any change in the date and time of the Start or End of Provision, change of the Designated Site, change of the parameters of the load differently from the original assignment, change of the site environment from the original survey due to natural, weather and other reasons;
- b) in the event of the Customer's withdrawal from the Contract pursuant to clause 8.2 hereof, the Customer shall pay the Provider, among other things, the actual costs incurred by the Provider in connection with the Contract (in particular the costs of preparing the Crane, transport permits and fuel) and a termination fee of 10% of the Total Indicative Price.
- c) unless otherwise agreed, it shall provide, at its own expense, persons qualified for tie-down work, who will be responsible for the manner and quality of tying down the loads when the Crane is handling the loads, in accordance with the work safety system and work safety regulations;

- d) unless otherwise agreed, the Provider is not obliged to provide special binding means or more persons present during handling (navigator; binder; alternating crane operator in case of work over 8 working hours/day);
- e) is responsible for sufficient load-bearing capacity and passability of the terrain at the locations of the Crane's attachment and movement at the Designated Site, for the passability of the streets at the Crane's attachment location and is obliged to inform the Provider about the location of utilities, underground structures, or other objects that could be important for the load-bearing capacity/passability of the terrain or could be damaged by the execution of the works;
- f) at its own expense, it shall ensure the occupation, announcement of the parking of machines (including the Crane) in places where the relevant ordinances and laws require it and at the same time undertakes to pay all costs and fines associated with non-compliance with these BTCs;
- g) to provide the Provider with all necessary cooperation for the provision of the Crane; if for reasons on the Customer's side there is an obstacle due to which the Provider cannot provide the Crane, perform or continue to perform the Order, the Customer shall pay the Provider all costs related thereto and the termination fee pursuant to clause 4(b) hereof;
- h) if it does not raise legitimate objections to the invoice issued by the Provider within 7 calendar days of receipt of the invoice, it is deemed that the Customer has accepted the invoice in its entirety;
- i) the Customer or a person authorized by the Customer shall duly confirm the record of the provision (operation) of the Crane immediately (on the same day) after the End of Provision of the Crane, even without the Provider's invitation. Failure to do so or failure to include in the record legitimate objections or disagreements with the completed data shall be deemed to mean that the Crane has been provided by the Provider in a timely and proper manner in accordance with the Order and that the record of the operation of the Crane is in accordance with the performance of the Crane, i.e. that the Customer accepts the record of the provision (operation) of the Crane in full and claims in contradiction with the record will not be accepted;
- j) in the case of an inspection by the Provider's technician at the Designated Site, the Customer must comply with the technician's requirements for preparation for the correct provision of the Crane, which the Provider's technician will convey to the Customer in writing or verbally. If the Customer fails to do so and an obstacle arises which prevents the proper provision of the Crane, the Customer undertakes to pay the Provider a termination fee in the amount of clause 4(b) hereof and to reimburse the Provider for any costs incurred;
- k) to inform the Provider in writing of the risks at the Designated Site and to cooperate in ensuring occupational health and safety at the Designated Site. In particular, the Customer shall ensure that its activities and the work of its employees are organized and carried out in such a way that the Provider's employees are also protected at the same time, and the Customer shall cooperate in ensuring a safe, secure and health-safe working environment for all employees at the Designated Site. The Customer shall also coordinate the implementation of measures to protect the safety and health of all employees at the Designated Site and the procedures to ensure such protection;
- l) it shall secure a permit for crane work in an air corridor at its own expense.
- m) it shall, at its own expense, ensure coordination between the Provider's Crane(s) and other cranes (including tower cranes) and other equipment of other providers on the site. The Provider shall be demonstrably made familiar with on-site coordination. The Customer shall be liable to the Provider and third parties for damages resulting from improper coordination and any failure to notify the Provider of such coordination.

5. Provider's insurance

The Provider declares that it is insured for damages caused by the handling of the load while performing crane work. Further information on insurance is available at www.hanys.cz. In the event of a timely request by the Customer for additional insurance, the Provider undertakes to do so within a reasonable time (if it is possible to do so before the commencement date). All costs associated with such additional insurance shall be borne by the Customer.

6. Price and payment terms

- 6.1. The consideration for providing the Crane is the Price. The Customer shall pay the Price in the manner and at the time specified in the Contract. The Provider's quotation may include a Total Indicative Price, which is an estimate of the Price according to the parameters communicated by the Customer. The Total Indicative Price shall be used to calculate the Price in accordance with the Provider's quotation, the Contract and these BTCs. Unless otherwise stated in the Contract, invoices are due 14 days from the date of issue.
- 6.2. In the event of the Customer's delay in payment of any amount of money, the Customer shall pay the Provider interest on the delay at the rate of 0.1% of the amount due for each commenced day of delay until full payment. If it is not possible to determine the Price, the Total Indicative Price according to the previous sentence shall be the amount due.
- 6.3. Any contractual penalties, termination fees or default interest shall be without prejudice to the Provider's right to compensation for damages in their full amount.
- 6.4. If the Customer is obliged to pay 100% of the Price or the Total Indicative Price as an advance payment by the day immediately preceding the date of the Start of Provision and fails to do so, the Provider shall not be obliged to provide the Crane to the Customer at the agreed Start of Provision (without the

Provider itself being in default) if the Customer's delay in payment still continues. In the event of the Customer's default in such payment, the Provider shall also be entitled (even if the default has ended) to postpone (even unilaterally) by any number of days (however, not more than the number of days of the Customer's default in payment) the date and time of the Start of Provision and the date and time of the End of Provision.

- 6.5. Unless otherwise stated in the Contract, the Price includes
- transport of the Crane to the Designated Place and back including counterweights, hooks, ties and shackles
 - assembly and disassembly of individual cranes into the necessary configurations and to the appropriate locations
 - valid revisions of the Crane
 - qualified crane operators, transport supervision, escorts,
 - accommodation of the Provider's employees
 - transport permit
 - lifting plans
 - inspection of the building or other Designated Site
- 6.6. Unless otherwise stated in the Contract, the Price does not include
- landscaping required for transporting the Crane and counterweights and accessories to the Designated Site, especially sufficiently compacted and leveled subsoil. The Designated Site and access roads shall be easily accessible, capable of carrying the load of heavy goods vehicles
 - Crane/area sub-stationing, if the situation at the Designated Site requires it
 - assessment of the bearing capacity of the subsoil and location of utilities
 - special binders and fixtures not specified in the Contract
 - the price for the carriage of additional arms, special binding tools and load binders
 - static assessments of bridges if required by the Ministry of Transport of the Czech Republic
 - guarding/fencing of the Crane and other items required for the performance of the Contract in the event that the machinery and other items remain at the Designated Site overnight and/or on weekends and holidays
 - Possible repairs of roads damaged by the Crane (arrival, departure, assembly and disassembly of the Crane, handling)
 - VAT.
- 6.7. Unless otherwise specified in the Contract, the Price is calculated as follows:
- For Cranes up to 120 t capacity, the assembly and disassembly of the crane (disassembly of anchors, assembly and disassembly of counterweights, truss extensions, other crane components and accessories) is counted into the handling
 - transport is charged both there and back
 - hourly rates are charged in ½ hour increments for each hour started
 - daily rentals/shifts/provision are invoiced in number of working hours according to the monthly breakdown below
- | Period | Daily rent/shift/provision |
|--------------------|----------------------------|
| January – March | 8 hrs. |
| April – September | 10 hrs. |
| October – December | 8 hrs. |
- The price is paid in the range of 0-8 or 0-10 hours and does not depend on the actual hours worked, i.e. the price is always paid in full. Handling less than 8 or 10 hours is not less work or downtime. In the event that the Crane works on any day after 8 or 10 hours have elapsed from the start of the provision on that day, each hour in excess of the daily rent/shift shall be charged separately.
- The downtime is in case of adverse weather conditions (from the viewpoint of OHS, the crane is not allowed to operate up to certain values of wind speed according to the crane configuration) and due to delays in material delivery or other delays on the part of the Customer
 - downtime of a crane over 120 t is charged at 75% of the hourly or daily rate according to the quotation
 - downtime of a crane up to 120 t inclusive is charged at 100% of the hourly or daily rate according to the quotation.

7. Liability

- 7.1. The Provider shall be liable to the Customer for damages and defects that arise as a result of or in connection with the provision of the Crane only if the damage or defect was caused by a breach of a legal obligation solely on the part of the Provider and the breach was caused by the Provider's fault (subjective liability).
- 7.2. The Provider, or the Crane crew, shall follow the instructions of the Customer, or persons authorized by the Customer, when working at the Designated Site. The Provider or the Crane crew shall not be obliged to investigate the correctness or suitability of such instructions and the Customer shall be liable for any damage or defects resulting from such instructions. The Provider shall also not be liable for any damage or defects arising from the failure to request an inspection of the Designated Site prior to commencement of the provision.
- 7.3. The Provider shall not be liable for damages caused to the Customer as a result of improperly performed binding or navigation work if the binding or navigation work is provided by the Customer.
- 7.4. The Provider is not in default if the Customer has not provided the necessary cooperation.

8. Withdrawal from the Contract

- 8.1. In the event that the Customer breaches any obligation under the Contract, the Provider is entitled to withdraw from the Contract without providing the Customer with an additional reasonable period of time to comply with the breached obligation.

8.2. The Customer shall be entitled to withdraw from the Contract, without the Provider having breached an obligation under the Contract in a material way, until the Start of Provision; however, if it does so less than 48 hours before the Start of Provision, it shall pay the Provider the termination fee set out in clause 4(b) hereof. Withdrawal under this clause shall not be precluded if the Customer has paid the Provider all or part of the Price.

- 8.3. The withdrawal shall take effect on the date of receipt of the notice of withdrawal by the other party. Monetary benefits received prior to the withdrawal shall become financial compensation for the termination of the Contract and the Provider shall not be obliged to return them to the Customer. This shall not apply if the withdrawal from the Contract is due to a material breach of the Contract by the Provider. The financial compensation is not an earned payment and the Parties expressly exclude the provisions of Sections 1808 and 1809 of the Civil Code. Withdrawal does not affect the right to reimbursement of the Price for the Crane time already provided, claims for contractual penalties, claims for delay interest, claims for compensation for damages and other rights and obligations as provided for in the Contract, the BTCs and the law.

9. Set-off and assignment

The Provider shall be entitled to unilaterally set off any of its claims against the Customer under the Contract against any of the Customer's claim against the Provider, without the Customer's prior consent. The Customer shall not be entitled to set off its claim against the Provider's claim under the Contract without the Provider's prior written consent. The Provider is entitled to assign a right or claim under the Contract to a third party without the Customer's prior consent. The Customer is not entitled to assign a right or claim under the Contract to a third party or transfer an obligation under the Contract to a third party without the Provider's prior written consent.

10. Force Majeure

The Provider shall not be liable for failure to perform any of its obligations under the Contract due to force majeure. Force majeure shall include, but not be limited to, war, fire, flood, severe natural anomalies, transportation interruptions, embargoes, governmental measures, regulations or restrictions, prohibitions on the import or export of goods and inability to procure supplies of materials, equipment or means of production, accidents, explosions, as well as strikes, lockouts or other labour disturbances which interfere with production or transportation, as well as the result of any other causes beyond the Provider's control. The Provider shall not be obliged to provide its services under the Contract if insolvency proceedings are initiated against the Customer or if the Customer is unable to meet its monetary obligations.

11. Dispute resolution

The Provider and the Customer undertake to resolve in priority by amicable settlement any and all disputes or discrepancies arising out of or in connection with these BTCs or the Contract. Should the Provider and the Customer fail to resolve any disputes or discrepancies amicably, either party may apply to the court of the Czech Republic having subject matter jurisdiction, whose local jurisdiction shall be determined according to the Provider's registered office (within the meaning of Section 89a of the Civil Procedure Code). If the Customer is a consumer, he/she may submit a proposal for out-of-court dispute resolution to the designated entity for out-of-court resolution of consumer disputes, which is the Czech Trade Inspection Authority (address: Central Inspectorate - ADR Department, Štěpánská 15, 120 00 Prague 2, website: adr.coi.cz). If the Customer is a consumer, the local jurisdiction arrangement under this Article shall not apply.

12. Final provisions

- 12.1. Relations between the Customer and the Provider are governed by generally binding legislation of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code. The BTCs are an integral part of the Contract. The BTCs are valid and effective in the version currently attached to the Contract and fully replace the previous version of the BTCs. If any provision of the BTCs or the Contract is found to be invalid or unenforceable, such provision shall (to the extent that it is invalid or unenforceable) to the fullest extent permitted by Czech law be given no effect and shall be deemed not to form part of the BTCs or the Contract, all without prejudice to the validity of the remaining provisions of the BTCs or the Contract. The Provider and the Customer also agree to replace such invalid or unenforceable provision with another contractual arrangement within the meaning of the BTCs or the Contract that is valid, effective and enforceable.
- 12.2. Capitalized terms defined and contained in these BTCs shall have the same meaning ascribed to them in the Contract and shall be construed in accordance with the Contract.
- 12.3. The Provider processes personal data in accordance with legal regulations, transparently, fairly, and to the extent necessary for the relevant purpose. Further information on the processing of personal data is available at www.hanys.cz.

TRANSPORTATION TERMS AND CONDITIONS No. 2023/1

of Hanyš - Jeřábnické práce, s.r.o. dated 1 September 2023

1. Scope of effectiveness

- 1.1. These Transportation Terms and Conditions of the Carrier (hereinafter referred to as the "TTCs") regulate certain rights and obligations arising between the Carrier and the Sender on the basis of the concluded contract of carriage, of which these TTCs form a part.
- 1.2. If any provision of the TTCs conflicts with a provision contained in the contract of carriage, the provision contained in the contract shall prevail.

2. Definition of some terms

- 2.1. For the purposes of this TTCs, the following applies:

- a) **Carrier** means the company **Hanyš - Jeřábnické práce, s.r.o.**, ID No.: 27243460, with registered office at Počernická 425, 250 73 Radonice;
- b) **Carrier's quotation** means a price calculation prepared by the Carrier on the basis of information provided by the Sender. The quotation is not a proposal for conclusion of a contract. The contract between the Carrier and the Sender is only concluded when the Carrier accepts the Sender's order.
- c) **Order** means a binding and irrevocable Sender's proposal to conclude a contract. The Order must include:
 - identification data of the Sender: business name/name, registered office, identification number and tax identification number
 - identification and contact details of the recipient, if different from the Sender
 - the requested place and date (or time) of loading
 - the requested place and date (or time) of unloading
 - the specification of the consignment (dimensions, weight, nature of the consignment, packaging, special handling requirements (particularly in terms of water, temperature, fragility, etc.), value of the consignment
 - instructions required for customs and other official proceedings, if they are part of the service provided
 - transport price
 - access routes and loading/unloading options
 - other specific requirements for the carriage of goods (e.g. type of vehicle, additional insurance beyond the CMR Convention),or refer to the Carrier's quotation which contains these requirements. If the Order does not contain the above mentioned data and the Carrier accepts it, the contract is concluded. However, the Sender shall be liable to the Carrier for damages arising from the failure to state, or inaccurate or incorrect statement of these particulars.

3. Formation and amendment of the contract

- 3.1. The contractual relationship between the Carrier and the Sender is implemented by individual Orders sent to the Carrier. The Carrier's accepted quotation shall also be deemed an Order. The acceptance of the Order by the Carrier shall constitute the conclusion of the contract of carriage (hereinafter also referred to as the "Contract"). Any previous communication of the Carrier, including the communication marked as an offer, is only indicative and the Carrier is not bound by it.
- 3.2. The Sender's Order may be made by telephone, in writing or electronically by e-mail. The Sender is obliged to confirm a telephone order in writing or by e-mail within 24 hours. In the event that the Sender's telephone Order is not confirmed by any of the above methods, the Carrier shall be entitled, at its discretion, to accept the Order so placed. Acceptance shall in such case mean at least a verbal communication by the Carrier to the Sender of acceptance or such Carrier's action, which clearly indicates the acceptance.
- 3.3. Any amendment to the Contract requires the consent of both parties. This does not apply if the Carrier uses a vehicle other than the vehicle agreed in the contract for the carriage, provided that it is a suitable vehicle and the change does not change the price of the carriage.
- 3.4. The Carrier's price offer and the concluded contract are based on the data provided by the Sender. In the event of non-compliance with the agreed parameters of the shipment, the Sender is obliged to reimburse the Carrier for all costs incurred by the Carrier as a result of this breach of contract.

4. Transportation

- 4.1. If the carriage is subject to road or other permits, the carriage is subject to the issuance of such a permit. The Carrier shall not be liable for any failure to issue such permits or for any delay in this respect. Nor shall the Carrier be liable for delays and impossibility of carriage in the event of restrictions and limitations arising after the conclusion of the Contract.
- 4.2. The Sender is obliged to hand over to the Carrier all documents necessary for the carriage and related activities before the commencement of loading.
- 4.3. The immediate loading/unloading point must be suitable for the required transport (bridge underpasses, clearance, etc.). If the place of loading/unloading does not meet this requirement, the Carrier is not obliged to carry out the carriage. In this case, the Carrier shall be entitled to compensation in accordance with Article 10 hereof. If the Carrier carries out the carriage, the Sender shall reimburse the Carrier for all costs incurred by the Carrier in connection with the non-compliant loading/unloading place.
- 4.4. Excluded from carriage are those items whose carriage by road is contrary to legal regulations or which are obviously unsuitable for such carriage because of their size, weight or design.
- 4.5. The Sender is obliged to hand over the consignment to the Carrier in proper packaging that prevents loss, damage to the consignment, third party property or the Carrier. The Sender is also obliged to provide adequate assistance in loading, unloading and securing the consignment on the vehicle if the

consignment weighs more than 500 kg or if it is a particularly large item. A consignment placed on a pallet must form a single unit with the pallet so that the consignment cannot be separated from the pallet during transport. Empty pallets (box pallets) must be presented folded for transport.

- 4.6. During loading/unloading the Sender is obliged to follow the instructions of the Carrier. The Carrier is responsible for these instructions. The Sender is obliged to determine the centre of gravity and the places for securing the consignment.
- 4.7. The Carrier is entitled to refuse consignments that do not comply with the TTCs in any way, to interrupt the carriage and to return the consignment to the Sender. The Sender shall be liable to the Carrier for any damage caused by breach of the Contract and the TTCs.
- 4.8. The Carrier shall hand over the consignment to the consignee specified in the order and at the designated unloading point only against a confirmation of receipt. If this is not possible, the Carrier shall request instructions from the Sender. In the event that the Sender is in delay with such instructions for more than 2 hours from the completion of the carriage, the Carrier is entitled to deposit the consignment at the agreed unloading point at the risk of the consignee.
- 4.9. Until the consignment is delivered to the consignee, the Sender is entitled to request cancellation of the carriage and return of the consignment or change of its destination. In such case, the Sender shall reimburse the Carrier for the costs incurred and the damage caused (including lost profit) in full.
- 4.10. The Carrier is not obliged to provide its services under the Contract if insolvency proceedings are initiated against the Sender or if the Sender fails to fulfil its monetary obligations towards the Carrier or fails to provide the necessary cooperation for the performance of the services.

5. Shipping and payment terms

- 5.1. The price of transport (freight) is determined by agreement between the parties.
- 5.2. The price is valid for the standard route that is normally used for the given parameters. In the event of construction or other restrictions on the route or in the event of additional requirements by the authorities, the related operations will be invoiced as an extra cost.
- 5.3. All prices are exclusive of VAT. VAT will be added in accordance with applicable law.
- 5.4. The freight does not include:
 - loading/unloading
 - insurance beyond the CMR Convention
 - covering the cargo with a tarpaulin or other cover, cargo supports
 - customs formalities and related documents
 - work on public holidays and weekends
- 5.5. Not included in the freight, and the Sender undertakes to pay, the subcontractor's price plus 7% of the Carrier's remuneration for the following services: Cable and power line lifting/disconnection costs, inspected bridge crossings, inspections, removal/restoration of municipal facilities, providing police escorts, traffic control studies, traffic control, tree trimming, road closures, costs to assess site bearing capacity or obtain approvals, detailed structural route surveys, site preparation and inspection, load distribution, site work, site bearing capacity adjustments, environmental impact studies, additional route inspections, flagging, additional signage.
- 5.6. All payments are payable on the basis of an invoice issued by the Carrier within 5 days from the date of delivery of the invoice to the Sender. The parties may deviate from this due date by express agreement in the Contract.
- 5.7. The Carrier's right to the freight charge arises even if the carriage has not been completed due to reasons on the Sender's side.
- 5.8. If the Sender is in delay with the payment of the freight, it is obliged to pay the Carrier a contractual penalty of 0.5% of the amount of the delayed payment for each, even commenced, day of delay until payment.
- 5.9. The right to compensation for damages in excess of the contractual penalty remains unaffected by the payment of the contractual penalty.
- 5.10. In the event that the price of fuel increases between the conclusion of the Contract and the end of the carriage, the Carrier is entitled to a corresponding increase in the fare. This shall be based on data from the Czech Statistical Office on the development of fuel prices in the Czech Republic, or a similar indicator if this indicator is not available.

6. Liability for damages

- 6.1. The Carrier shall be liable to the Sender for damage to the consignment in accordance with Act No. 89/2012 Coll., the Civil Code and within the scope of the CMR Convention.
- 6.2. More information about Carrier insurance is available at <https://www.hanys.cz/o-nas/dokumenty.html>.

7. Force majeure

- 7.1. The Carrier shall not be liable for failure to fulfil any of its obligations under the Contract due to force majeure. Force majeure shall include, but not be limited to, war, fire, flood, severe natural anomalies, interruption of transport, embargo, governmental measures, regulations or restrictions, prohibition of import or export of goods and inability to procure supplies of materials, equipment or means of production, epidemics, explosion, as well as strikes, lockouts or other difficulties with employees which interfere with production

or transport, as well as the result of any other causes beyond the Carrier's control.

8. Special provisions for international carriage

- 8.1. If the place of loading and the place of unloading are located in two different countries, at least one of which is a member state to the Convention on the Contract for the Carriage of Goods by Road ("CMR"), the provisions of Decree of the Minister of Foreign Affairs No. 11/1975 Coll., on the Convention on the Contract for the Carriage of Goods by Road (CMR) shall prevail over the provisions of the Contract and these TTCs.
- 8.2. The proof of international transport is a bill of lading signed by the contracting parties, which is issued in 3 copies, one of which is received by the Sender, the other by the Carrier and the third accompanies the consignment. In addition to the data contained in the Order, the bill of lading must contain:
 - place and date of issue;
 - the costs associated with the transport (import fee, incidental charges, customs duties and other expenses incurred from the time of conclusion of the Contract until the consignment delivery),
 - instructions required for customs and other official proceedings.
- 8.3. The bill of lading must also contain the following information, if applicable:
 - no transshipment,
 - expenses to be borne by the Sender,
 - the amount of cash on delivery to be collected on delivery,
 - indication of the price of the shipment and the amount expressing the special delivery interest,
 - the Sender's instructions to the Carrier regarding insurance of the shipment,
 - the agreed period within which the carriage is to be carried out,
 - a list of documents submitted to the Carrier.
- 8.4. Upon receipt of the consignment, the Carrier shall examine the accuracy of the data in the bill of lading, the apparent condition of the consignment and its packaging. Any discrepancies or defects shall be noted by the Carrier in the bill of lading. The Sender shall be liable for all costs and damages incurred by the Carrier as a result of inaccuracy or incompleteness of the information provided.

9. Termination of the Contract

- 9.1. The Contract shall terminate by agreement of the Parties, cancellation by the Sender or withdrawal from the Contract by delivery of the notice of withdrawal to the other party.
- 9.2. The Sender is entitled to send the Carrier a cancellation, which cancels the Contract *ex tunc*, without giving any reason for the cancellation. The cancellation must be made in writing or by e-mail. In the event of cancellation, the Sender is obliged to pay the Carrier a cancellation fee, which is payable within 5 days from the date of delivery of the cancellation to the Carrier.
- 9.3. The cancellation fee is payable on delivery of the cancellation to the Carrier
 - 168 hours before the agreed loading date 33% of the total price excluding VAT
 - 72 hours before the agreed loading date 45 % of the total price excluding VAT
 - 48 hours before the agreed loading date 65% of the total price excluding VAT
 - 24 hours before the agreed loading date 85% of the total price excluding VAT.
- 9.4. The Carrier is entitled to withdraw from the Contract in the following cases:
 - i) The Sender is in default in payment of the fare for more than 15 days and has not complied with the Carrier's request to remedy and/or is in default in payment of any obligation to the Carrier under any other type of contract or other title, if the default lasts more than 30 days;
 - ii) the Sender has been the subject of insolvency proceedings or has entered into liquidation;
 - iii) The Sender is in delay with the handing over of the shipment
- 9.5. The right to compensation for damages remains unaffected by the withdrawal from the Contract.
- 9.6. Upon termination of the Contract for any reason, all claims of the parties shall become due and payable. Orders placed before the termination of the Contract shall remain valid, unless the parties have agreed otherwise.

10. Opening and disposal of the consignment

- 10.1. In the event that the consignment cannot be delivered or returned, there is a reasonable suspicion that it contains an item that is considered dangerous,

perishable or potentially damaging, the Carrier is entitled to open the consignment at the Sender's expense and risk. After ascertaining the condition of the consignment, the Carrier shall, at the Sender's expense and risk, close the consignment or, depending on the nature of the consignment, proceed to its disposal or sale at the Sender's expense and risk.

- 10.2. The Carrier is entitled to dispose of the consignment in whole or in part at the Sender's expense and risk if there is a risk of damage.
- 10.3. All costs and damages incurred by the Carrier during opening, closing, disposal or sale of the consignment shall be paid by the Sender to the Carrier within 5 days from the date of the Carrier's request to do so.

11. Protection of confidential information and protection of personal data

- 11.1. The contracting parties are obliged to ensure the confidentiality of information contained in the Contract or otherwise related thereto in the manner customary for the confidentiality of confidential information, unless otherwise expressly agreed or unless it follows from the meaning and purpose of the information that it is to be disclosed. The contracting parties shall also ensure the confidentiality of the information of their employees, agents and other cooperating third parties where such information has been provided to them, and both contracting parties shall be entitled to disclose information to a third party only with the prior written consent of the other party. The right to use, provide and disclose information shall be limited to the extent and under the conditions necessary for the proper performance of the rights and obligations under this Contract.
- 11.2. If either party violates the protection of confidential information, it shall pay to the other party a contractual penalty of CZK 100,000 for each individual violation. The contractual penalty shall be payable within 14 days from the date of the request of the authorised party addressed to the obliged party.
- 11.3. The Carrier processes personal data in accordance with legal regulations, transparently, fairly and to the extent necessary for the relevant purpose. Further information on the processing of personal data is available at www.hanys.cz.

12. Other arrangements

- 12.1. The Carrier and the Sender agree that the Carrier is entitled to send commercial communications concerning the Carrier to the Sender's e-mail address or in any other way. This includes, in particular, offers of services, information about the Carrier's new technology, etc.

13. Final provisions

- 13.1. The parties are entitled to set off their claims or transfer their claims under the Contract to a third party only with the prior written consent of the other party.
- 13.2. The Carrier reserves the right to unilaterally change these TTCs at any time. The amendment is effective upon receipt of the new version by the Sender. If the Sender does not object to the new version of the TTCs within a period of 3 weeks from the date of receipt, the Sender shall be deemed to have accepted the changes. If the Sender objects in time, the parties shall agree on a new version of the TTCs within 3 weeks of the delivery of the objections to the Carrier. If the parties fail to agree on the Sender's objections within this period, the Contract shall terminate.
- 13.3. The parties undertake to resolve any disputes amicably. Unless otherwise agreed in the Contract, the jurisdiction of the Czech courts, locally competent according to the Carrier's registered office, shall apply. If the Sender is a consumer, he/she may submit a proposal for out-of-court dispute resolution to the designated entity for out-of-court resolution of consumer disputes, which is the Czech Trade Inspection Authority (address: Central Inspectorate - ADR Department, Štěpánská 15, 120 00 Prague 2, website: adr.coi.cz). If the Sender is a consumer, the local jurisdiction arrangement under this Article shall not apply.