

COMMERCIAL TERMS AND CONDITIONS No. 2025/1

of Hanyš - Jeřábnické práce, s.r.o. of 23 April 2025

1. Scope

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

2. Definition of certain terms

- 2.1 For the purposes of these Terms and Conditions, the following applies:
 - a) **Order** means a binding and irrevocable proposal of the Customer to conclude a contract;
 - b) **Provider** means the company **Hanyš - Jeřábnické 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;
 - d) **Commencement of Provision** means the first day of using the ordered Crane to perform crane work. The Commencement of Provision is not the moment of the first lift, nor the start of the crane work itself.
- 2.2 Where these Terms and Conditions contain terms wholly or approximately (and in context) identical to those in Articles I-IV. of the Order (e.g., Designated Location, Commencement of Provision, etc.), they are deemed to be identical terms to those set out in Articles I-IV. of the Order.

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 Order is also deemed to be an accepted quotation from the Provider. 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 to accept the Order so made at its discretion. In such case, acceptance shall be understood as at least a verbal communication by the Provider to the Customer of acceptance or such an action by the Provider, which clearly implies the acceptance. The mandatory data in the Customer's Order are: business name or name and surname with any additions, registered office or place of business, identification number, tax identification number, person authorized to act on behalf of 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 in accordance with applicable regulations and laws;
 - c) at the same time as providing the Crane, it shall provide a qualified Crane crew to handle the Crane and loads;
 - d) at the Customer's request, it shall 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 Location and shall cooperate in ensuring health and safety at work at the Designated Location.
- 3.4 In the event that the Customer is in default of its obligations under the Contract, the Provider shall be entitled to suspend the performance of the crane work or postpone the Commencement of Provision until the obligation in question has been fulfilled; the date and time by which the crane work is to be completed pursuant to the Order shall also be automatically postponed by this period (hereinafter referred to as the "**Completion Date**"). The Completion Date 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 Completion Date, the original (non-postponed) Completion Date shall continue to apply for the purposes of payment of the Price.
- 3.5 In the event that the Customer falls into default with the payment of the price under the Contract, the Provider is entitled to postpone the Commencement of Provision or to suspend the performance of crane work for any of the Contracts until the full payment of the price of the Contract for which the default occurred. Any claims by the Customer for compensation of damages or other harm are excluded in this case.
- 3.6 In the event that insolvency proceedings are commenced against the Customer, the Provider shall be entitled to postpone the Commencement of Provision or to suspend the performance of crane work under any Contract until the Customer provides adequate security for the performance of its monetary obligations to the Provider. Any claims by the Customer for compensation of damages or other harm are excluded in this case.

4. Customer's rights and obligations

The Customer undertakes and declares that:

- a) upon request, it shall pay all costs incurred by the Provider as a result of any change in the date and time of the Commencement of Provision or Completion Date, change of the Designated Location, 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 of the Terms and Conditions, 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 compensation 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 tying means or more persons present during handling (navigator; binder; alternating crane operator in case of work over 8 working hours/day);
- e) it 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 Location, for the passability of the streets near the Crane's attachment location and is obliged to inform the Provider about the location of utilities networks, underground structures or other objects that could be important for the load-bearing capacity/passability of the terrain or could be damaged by the performance of the works;
- f) at its own expense, it shall secure temporary land use, 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 Terms and Conditions;
- g) it shall provide the Provider with all necessary assistance for the performance of the crane work; if for reasons on the side of the Customer there is an obstacle due to which the Provider cannot provide the Crane, perform or continue the performance of the Order, the Customer shall pay the Provider all costs related thereto and the compensation fee according to point 4(b) of the Terms and Conditions;

- 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 to have 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 Completion of the provision of the Crane, even without the Provider's request. If it fails to do so or it fails to enter in the record any legitimate objections or disagreements with the completed data, it shall be deemed that the Crane has been provided by the Provider and the crane work has been performed 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 any claims in contradiction with the record will not be accepted;
- j) in the case of an inspection by a technical worker of the Provider at the Designated Location, the Customer must comply with the requirements of the technical worker of the Provider, which the technical worker will give to it in writing or orally and which are necessary to prepare for the correct performance of the crane work. If the Customer fails to do so and an obstacle arises because of it, which prevents the proper performance of the crane work, the Customer undertakes to pay the Provider a compensation fee in the amount under point 4(b) of the Terms and Conditions and to reimburse the Provider for any costs incurred;
- k) it shall inform the Provider in writing of the risks at the Designated Location and it shall cooperate in ensuring health and safety at work at the Designated Location. In particular, the Customer shall ensure that its activities and the work of its employees are organised and carried out in such a way that the Provider's employees are protected at the same time, and the Customer shall also ensure cooperation in providing a safe, secure and health-safe working environment for all employees at the Designated Location. The Customer shall also coordinate the implementation of measures to protect the safety and health of all employees at the Designated Location and the procedures to ensure such protection;
- l) at its own expense, it shall secure a permit for crane work in the air corridor.
- m) at its own expense, it shall 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 the coordination on the site. The Customer shall be liable to the Provider and third parties for damages resulting from improper coordination and any failure to familiarize the Provider with such coordination.

5. Provider's insurance

The Provider declares that it is insured for damages caused by the handling of the load during crane work. Further information on the insurance is available at www.hanyš.cz. In the event of a timely request by the Customer for additional insurance, the Provider undertakes to arrange it within a reasonable time (if it can be managed before the Commencement of Provision). All costs associated with such additional insurance shall be borne by the Customer.

6. Price and payment terms

- 6.1 The consideration for the performance of crane work 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 Terms and Conditions. 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 monetary amount, 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 amount due according to the previous sentence shall be the Total Indicative Price.
- 6.3 Any contractual penalties, compensation 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 Commencement of Provision and fails to do so, the Provider shall not be obliged to provide the Crane to the Customer at the agreed Commencement of Provision (without the Provider itself being in default) if the Customer's delay in payment 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 Commencement of Provision and the date and time of the Completion 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 Location
- 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 Location, especially sufficiently compacted and levelled subsoil. The Designated Location and access roads must be easily accessible, capable of supporting the load of heavy goods vehicles
 - Crane/area sub-stationing, if the situation at the Designated Location requires it
 - assessment of subsoil bearing capacity and location of utilities networks
 - special tying-down means and fixtures not specified in the Contract
 - the price for the carriage of additional arms, special tying-down means 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 Location 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 anchoring, assembly and disassembly of counterweights, truss extensions, other crane components and accessories) is included in the handling (crane work itself)
 - transport is charged both there and back
 - hourly rates are charged in ½ hour increments for each hour started
 - daily hires/shifts/provision/performance of crane work are invoiced in working hours according to the monthly schedule below

Period	-Daily hire/shift/provision
January - March	-8 hours
April - September	-10 hours
October - December	-8 hours

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 Commencement of Provision on that day, each hour in excess of the daily hire/shift/performance of crane work shall be charged separately.

- The downtime is in case of adverse weather conditions (from the point of view 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
- crane over 120 t downtime is charged at 75% of the hourly or daily rate according to the quotation
- crane up to and including 120 t downtime 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 damage and defects arising as a result of or in connection with the performance of crane work 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 Location. 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 Location prior to the Commencement of 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 If the Provider has warned the Customer that during the crane work, damage/harm may occur, e.g. to the access road, land or other movable or immovable property, and the Customer has agreed to the performance of the crane work with this knowledge, the Provider shall not be liable to the Customer for the damage caused in this way. If damage occurs to the Customer's property, the Customer shall bear the damage itself and the Provider shall not be obliged to compensate for it. If the damage occurs to property owned by a third party, the Customer undertakes to indemnify the Provider for any damage for which the Provider provides compensation to the third party (indemnity promise).
- 7.5 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 moment of the Commencement of Provision; however, if it does so less than 48 hours before the Commencement of Provision, it shall pay the Provider the compensation fee set out in clause 4(b) of these Terms and Conditions. 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 advance 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 work already performed, claims for contractual penalties, claims for interest on late payment, claims for compensation of damages and other rights and obligations provided for in the Contract, the Terms and Conditions and the law.

9. Set-off and assignment

The Provider shall be entitled to unilaterally set off any of its receivables from the Customer under the Contract with any receivable of the Customer from the Provider, without the prior consent of the Customer. The Customer is not entitled to set off its receivable from the Provider under the Contract with the Provider's receivable without the Provider's prior written consent. The Provider is entitled to assign a right or receivable under the Contract to a third party without the Customer's prior consent. The Customer is not entitled to assign a right or receivable 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, and 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 Terms and Conditions 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 Judicial Code). If the Customer is a consumer, it 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 clause 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 Terms and Conditions are an integral part of the Contract. The Terms and Conditions are valid and effective in the version currently attached to the Contract and fully replace the previous version of the Terms and Conditions. If any provision of the Terms and Conditions 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 Terms and Conditions or the Contract, all without prejudice to the validity of the remaining provisions of the Terms and Conditions 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 Terms and Conditions or the Contract that is valid, effective and enforceable.
- 12.2 Capitalized terms defined and contained in these Terms and Conditions 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 in the scope necessary for the relevant purpose. Further information on the processing of personal data is available at www.hanys.cz.

TERMS AND CONDITIONS OF CARRIAGE No. 2023/1

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

1. Scope

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

2. Definition of certain terms

- 2.1. For the purposes of these T&CoC, the following applies:
 - a) **The Carrier** means the company **Hanyš - Jeřábnické práce, s.r.o.**, ID No.: 27243460, with registered office at Počernická 425, 250 73 Radonice;
 - b) **The 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 proposal by the Sender to conclude a contract. The Order must include:
 - identification data of the Sender: business name/name and surname, registered office, ID number and tax identification number
 - identification and contact details of the consignee, 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 acts, 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 particulars. 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. An Order is also deemed to be an accepted Quotation of the Carrier. 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 by the Carrier, including any communication marked as an offer, is indicative only 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 in such case shall be understood as at least a verbal communication by the Carrier to the Sender of acceptance or such action by the Carrier from which acceptance is clearly implied.
- 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 Quotation 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 consignment, the Sender is obliged to reimburse the Carrier for all costs incurred by the Carrier as a result of this breach of contract.

4. Carriage implementation

- 4.1. If the carriage is subject to road or other permits, the carriage is contingent upon 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 the 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 fee 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 handling unit with the pallet

so that during the shipment the consignment cannot be separated from the pallet. Empty pallet enclosures (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 liable 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 T&CoC 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 T&CoC.
 - 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 handed over to the consignee, the Sender is entitled to request cancellation of the shipment 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 shall not be 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 to perform the services.
- ## 5. Shipping costs and payment terms
- 5.1. The shipping costs (freight charge) 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 following is not included in the shipping costs:
 - 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 shipping costs and the Sender undertakes to pay the subcontractor's price plus 7% as the Carrier's remuneration for the following services: cable and power line lifting/disconnection costs, controlled bridge crossings, inspections, removal/restoration of city furnishings, securing police escorts, traffic control studies, traffic control, tree trimming, road closures, costs to assess site load bearing capacity or obtain approvals, detailed structural route surveys, terrain preparation and inspection, load distribution, site construction work, site load 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 the invoice delivery 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 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 freight charge. 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 the Carrier's 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. Where the place of loading and the place of unloading are in two different states, at least one of which is a Contracting State to the Convention on the Contract for the International Carriage of Goods by Road ("CMR"), the provisions of the Decree of the Minister of Foreign Affairs No. 11/1975 Coll. on the Convention on the Contract of Carriage for International Carriage of Goods by Road (CMR) shall prevail over the provisions of the contract and these T&CoC.

- 8.2. The proof of international carriage 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 carriage (import, incidental charges, customs duties and other expenses incurred from the time of conclusion of the contract until the delivery of the consignment),
 - instructions required for customs and other official acts.
- 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,
 - indicating the price of the consignment and the amount expressing the special delivery interest,
 - the Sender's instructions to the Carrier regarding insurance of the consignment,
 - the agreed time limit 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 withdrawal to the other party.
- 9.2. The Sender is entitled to send the Carrier a cancellation, which cancels the contract from the beginning, 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 upon 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 freight charge 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 commencement or has entered into liquidation;
 - iii) The Sender is in delay in handing over the consignment
- 9.5. The right to compensation of 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, it shall proceed to its disposal or sale by the Carrier 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 parties are obliged to ensure the confidentiality of information contained in the contract or otherwise related to the contract 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 parties shall also ensure the confidentiality of the information by their employees, agents and other cooperating third parties where such information has been provided to them, whereat both 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 by both parties.
- 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 in the scope 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 have agreed that the Carrier is entitled to send commercial communications concerning the Carrier to the e-mail address of the Sender or in any other way. This includes, in particular, offers of services, information about new technology of the Carrier, etc.

13. Final provisions

- 13.1. The parties are entitled to set off their receivables or transfer their receivables 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 amend these T&CoC at any time. The amendment shall be effective upon receipt of the new version by the Sender. If the Sender does not object to the new version of the T&CoC within 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 T&CoC 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 prevail. 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 settlement 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 clause shall not apply.