

TERMS AND CONDITIONS OF BUSINESS AND CARRIAGE No. 2026/1

of Hanyš - Jeřábničné práce, s.r.o. dated 11 May 2026

BUSINESS TERMS AND CONDITIONS

1. Scope

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

2. Definitions of certain terms

- 2.1 For the purposes of these Terms and Conditions, the following definitions apply:
- Order** means a binding and irrevocable proposal by the Customer to enter into a Contract;
 - Provider** means the company **Hanyš - Jeřábničné práce, s.r.o.**, Company ID No.: 27243460, with its registered office at Počernická 425, 250 73 Radonice;
 - Crane** means a machine designed for lifting and moving heavy or bulky loads;
 - Commencement of Service** means the first day of use of the ordered Crane for the performance of crane operations. The Commencement of Service is not the moment of the first lift, nor the commencement of the crane operations themselves.
- 2.2 Where terms are used in these Terms and Conditions that correspond fully or approximately (and in context) to the terms set out in Articles I-IV of the Order (e.g. Specified Location, Commencement of Service, etc.), such terms shall be deemed to be identical 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 established through individual Orders sent to the Provider. An Order is also understood to mean an accepted quotation from the Provider. The Contract is concluded upon the Provider's acceptance of the Order. Any prior communication from the Provider, including any communication designated as a quotation, is merely indicative and the Provider is not bound by it.
- 3.2 The Customer's Order may be placed by telephone, in writing, or electronically via email. The Customer is obliged to confirm a telephone Order in writing or by email within 24 hours. If the Customer's telephone Order is not confirmed by any of the aforementioned methods, the Provider is entitled, at its discretion, to accept the Order placed in this manner. In such a case, acceptance shall mean at least a verbal notification from the Provider to the Customer regarding acceptance or such conduct on the part of the Provider from which acceptance is clearly implied. The mandatory details in the Customer's Order are: business name or first name and surname with any suffix, registered office or place of business, identification number, tax identification number, the person authorised to act on behalf of the Customer and their handwritten signature. If the Customer selects a type of Crane in the Order, the Provider is entitled to supply a different suitable type of crane, in particular a crane with better specifications.
- 3.3 The Provider undertakes:
- to comply with procedures for the safe use of mobile cranes, including a system of safe working practices during the operation, assembly, dismantling, use and maintenance of mobile cranes;
 - that the Crane will be in good working order, fit for handling loads and for operation on public roads in accordance with applicable regulations and laws;
 - that simultaneously with the provision of the Crane, it shall provide a qualified crew for the operation of the Crane and the handling of loads;
 - that upon the Customer's request, the Provider shall submit the following documents within three working days: Value Added Tax registration certificate, crane logbook, inspection report, and sling certificate;
 - that it shall inform the Customer of the risks at the Designated Site and shall cooperate in ensuring occupational health and safety at the Designated Site.
- 3.4 In the event that the Customer is in default of fulfilling an obligation under the Contract, the Provider shall be entitled to suspend the performance of the crane works or to postpone the Commencement of Services until such time as the relevant obligation has been fulfilled; the date and time by which the performance of the crane works is to be completed in accordance with the Order (hereinafter referred to as the "Completion of Service") shall also be automatically postponed by this period of time. The Completion of Services shall not be automatically postponed if the Provider informs the Customer that postponement is not possible due to the Provider's capacity constraints. If the due date for payment of the Price is in any way linked to the Completion of Services, the original (unpostponed) Completion of Services shall continue to apply for the purposes of the due date for payment of the Price.
- 3.5 In the event that the Customer defaults on payment of the Price under the Contract, the Provider is entitled to postpone the Commencement of Services or suspend the performance of crane works under any of the Contracts until the Price of the Contract in respect of which the default occurred has been paid in full. Any claims by the Customer for compensation for damage or other loss 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 Services or suspend the crane works being carried out under any Contract until such time as the Customer provides adequate security for the fulfilment of its financial obligations towards the Provider. Any claims by the Customer for compensation for damage or other loss are excluded in this case.

4. Customer's rights and obligations

The Customer undertakes and declares:

- that upon request, it shall reimburse the Provider for all costs incurred as a result of any change to the date and time of the Commencement or Completion of Service, any change to the Designated Site, any change to the parameters of the load differing from the original specification, or any change to the construction site environment since the original site inspection due to natural, weather-related or other reasons. Reimbursement of the costs referred to in the preceding sentence does not entitle the Customer to unilaterally change the date and time of the Commencement or Completion of Services, nor any other terms and conditions. Any change shall only be binding on the Provider once it has been accepted by the Provider. Acceptance does not constitute mere receipt of reimbursement of costs, and acceptance of the change does not affect the Provider's entitlement to reimbursement of costs.
- that 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
 - in the event of withdrawal less than 168 hours before the Commencement of Services, the actual costs incurred by the Provider in connection with the Contract (in particular the costs of preparing the Crane, transport permits and fuel)
 - in the event of withdrawal less than 48 hours before the Commencement of Services, in addition to the costs specified above in clause 4(b), for LTR, LG and LR type cranes and LTM

type cranes from 1300 upwards, and all LG and LR types, a penalty of 100% of the Total Indicative Price.

- unless otherwise agreed, the Customer shall, at their own expense, provide qualified riggers who shall be responsible for the method and quality of load securing during the handling of loads by the Crane, in accordance with the occupational safety system and occupational safety regulations;
- unless otherwise agreed, the Provider is not obliged to provide special slinging equipment or additional personnel during handling (navigator; rigger; rotation of Crane operators in the case of work exceeding 8 working hours per day);
- is responsible for ensuring sufficient load-bearing capacity and passability of the terrain at the Crane's anchoring points and movement routes at the Designated Site, as well as the passability of streets near the Crane's anchoring points, and is obliged to inform the Provider of the location of utility networks, underground structures or other objects that could affect the load-bearing capacity or passability of the terrain, or that could be damaged by the work;
- at its own expense, arrange for the occupation of land and the notification of the positioning of machinery (including the Crane) in places where relevant regulations and laws so require, and at the same time undertakes to pay all costs and fines associated with non-compliance with these Terms and Conditions;
- to provide the Provider with all necessary cooperation for the performance of the crane works; if, for reasons attributable to the Customer, an obstacle arises preventing the Provider from providing the Crane, performing or continuing to fulfil the Order, the Customer shall reimburse the Provider for all costs associated therewith and pay compensation in accordance with point 4(b) of the Terms and Conditions;
- unless the Customer raises justified objections to the invoice issued by the Provider within 7 calendar days of receiving the invoice, the Customer shall be deemed to have accepted the invoice in full;
- the Customer, or a person authorised by the Customer, shall duly confirm, even without being requested to do so by the Provider, immediately (on the same day) following the Completion of Service (operation) of the Crane, the record of the provision (operation) of the Crane. If they fail to do so or do not include justified objections or disagreement with the details provided in the record, it shall be deemed that the Crane was provided by the Provider and the crane works were carried out in a timely and proper manner in accordance with the Order, and that the record of the Crane's operation is consistent with the Crane's performance, i.e. that the Customer accepts the record of the provision (operation) of the Crane in its entirety, and any complaints contrary to the record shall not be accepted;
- in the event of an inspection by the Provider's technical staff at the Designated Site, the Customer must comply with the requirements of the Provider's technical staff, which the technical staff shall communicate to the Customer in writing or orally and which are necessary for the preparation of the proper performance of the crane works. If the Customer fails to do so and this results in an obstacle preventing the proper performance of the crane operations, the Customer undertakes to pay the Provider compensation in the amount specified in point 4(b) of the Terms and Conditions and to reimburse the Provider for all costs incurred;
- to inform the Provider in writing of the risks at the Designated Site and 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 organised and carried out in such a way that the Provider's employees are also protected, and the Customer shall further ensure cooperation in providing a safe, hazard-free and health-protective working environment for all employees at the Designated Site. The Customer shall also coordinate the implementation of measures to protect the health and safety of all employees at the Designated Site and the procedures for ensuring these;
- at its own expense, it shall obtain a permit for the operation of the crane in the air corridor.
- at its own expense, it shall ensure coordination between the Provider's Crane(s) and other cranes (including tower cranes) and other equipment from other providers on site. It shall demonstrably inform the Provider of the coordination on site. The Customer shall be liable to the Provider and third parties for any damage caused by improper coordination and failure to inform the Provider of such coordination.

5. Provider's insurance

The Provider declares that it is insured against damage caused whilst handling loads during the performance of crane operations. Further information regarding 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 this within a reasonable period (if possible, before the Commencement of Service). All costs associated with this additional insurance shall be borne by the Customer.

6. Price and payment terms

- 6.1 The consideration for the performance of the crane works is the Price. The Customer is obliged to pay the Price in the manner and within the time specified in the Contract. The Provider's quotation may specify a Total Indicative Price, which represents an estimate of the Price based on the parameters provided by the Customer. The Price shall be calculated from the Total Indicative Price in accordance with the Provider's quotation, the Contract and these Terms and Conditions. Unless otherwise stated in the Contract, invoices are payable within 14 days of the date of issue.
- 6.2 In the event of the Customer's delay in paying any sum of money, the Customer shall be obliged to pay the Provider default interest at a rate of 0.1% of the amount due for each day of delay commenced until full payment is made. Where it is not possible to determine the Price, the amount due under the preceding sentence shall be understood to be the Total Indicative Price.
- 6.3 Any contractual penalties, compensation or interest on late payment shall not affect the Provider's right to compensation for damages in full.
- 6.4 If the Customer is obliged to pay 100% of the Price, or the Total Indicative Price, in advance by the day immediately preceding the Commencement of Service, and fails to do so, the Provider shall not be obliged to provide the Crane to the Customer on the agreed Commencement of Service date (without the Provider itself being in default), provided the Customer's delay in payment continues. In the event of the Customer's delay in making this payment, the Provider is also entitled (even if the delay has ended) to postpone (even unilaterally) by any number of days (but not exceeding the number of days of the Customer's delay in payment) the date and time of the Commencement of Service and the date and time of the Completion of Service.
- 6.5 Unless otherwise stated in the Contract, the Price includes
- transport of the Crane to the Designated site and back, including counterweights, hook blocks, slings and shackles
 - assembly and dismantling of individual cranes into the required configurations and at the relevant locations
 - valid crane inspections
 - qualified crane operators, transport supervision, escorts,
 - accommodation for the Provider's staff

- transport permits
 - lifting plans
 - inspection of the construction site or other designated location
- 6.6 Unless otherwise stated in the Contract, the Price does not include
- site terrain preparation required for the transport of the Crane, counterweights and accessories to the Designated Site, in particular a sufficiently compacted and levelled ground. The Designated Site and access routes must be easily accessible and capable of withstanding the load of heavy goods vehicles
 - shoring of the Crane / area, if required by the conditions at the Designated Site
 - assessment of the subgrade's load-bearing capacity and the location of utility networks
 - special slings and fixtures not specified in the Contract
 - the cost of transporting extension arms, special slings and load binders
 - structural assessments of bridges if required by the Ministry of Transport of the Czech Republic
 - security guard service/fencing of the Crane and other items necessary for the performance of the Contract in the event that the machinery and other items remain at the Designated Site overnight and/or at weekends and on public holidays
 - Any repairs to roads damaged by the Crane (arrival, departure, assembly and dismantling of the crane, handling)
 - VAT.
- 6.7 Unless otherwise specified in the Contract, the Price shall be calculated as follows:
- for Cranes with a lifting capacity of up to 120 tonnes, the assembly and dismantling of the crane (removal of shoring, assembly and dismantling of counterweights, lattice extensions, other components and crane accessories) is included in the handling (the crane operations themselves)
 - transport is charged both ways
 - hourly rates are charged in half-hourly increments for each half-hour or part thereof commenced
 - daily hire/shifts/provision/performance of crane operations are invoiced based on the number of working hours according to the monthly breakdown below
- | Period | Daily hire/shift/provision |
|-------------------|----------------------------|
| January – March | -8 hours |
| April – September | -10 hours |
| October–December | -8 hours |

The Price is payable for a period of 0–8 or 0–10 hours and is not dependent on the actual hours worked; i.e. the full Price is always payable. Operations lasting less than 8 or 10 hours are not considered under-utilisation or downtime. If the Crane operates on any day after 8 or 10 hours have elapsed from the Commencement of Service on that day, each hour exceeding the daily hire period / shift / performance of crane operations is charged separately.

- Downtime occurs in the event of adverse weather conditions (from an OHS perspective, crane operation is not permitted in certain wind speeds depending on the crane's configuration) and due to delays in the delivery of materials or other delays on the part of the Customer.
- Downtime for cranes over 120 tonnes is charged at 75% of the hourly or daily rate as per the quotation.
- Downtime for cranes up to and including 120 tonnes is charged at 100% of the hourly or daily rate as per 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 works, provided that the damage or defect was caused by a breach of a legal obligation solely on the part of the Provider and such breach arose through the Provider's fault (subjective liability).
- 7.2 The Provider, or the Crane crew, shall follow the instructions of the Customer, or persons authorised by the Customer, whilst working at the Designated Site. The Provider, or the Crane crew, is under no obligation to examine the correctness or suitability of these instructions in any way, and the Customer shall be liable for any damage or defects arising from such instructions. The Provider shall also not be liable for any damage or defects arising from the fact that an inspection of the Designated Site was not requested prior to the Commencement of Service.
- 7.3 The Provider shall not be liable for damage caused to the Customer as a result of poorly performed rigging or navigation work, if such rigging or navigation work is provided by the Customer.
- 7.4 If the Provider has warned the Customer that damage or harm may occur during the performance of crane works, e.g. to the access road, land, or other movable or immovable property, and the Customer has agreed to the performance of the crane works with this knowledge, the Provider shall not be liable to the Customer for any damage caused in this way. If damage occurs to the Customer's property, the Customer shall bear the cost thereof and the Provider shall not be obliged to compensate for it. If 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 that third party (promise of indemnity).
- 7.5 The Provider shall not be in default if the Customer has failed to provide the necessary cooperation.

8. Withdrawal from the Contract

- 8.1 In the event that the Customer breaches any obligation arising from the Contract, the Provider is entitled to withdraw from the Contract without granting the Customer an additional reasonable period to fulfil the breached obligation.
- 8.2 The Customer is entitled to withdraw from the Contract, provided the Provider has not materially breached any obligation under the Contract, up to the time of the Commencement of Service; however, if the Customer does so less than 168 hours before the Commencement of Service, the Customer shall pay the Provider the compensation specified in clause 4(b) of these Terms and Conditions. Withdrawal under this clause shall not be precluded if the Customer has paid the Provider the Price in full or in part.
- 8.3 The withdrawal takes effect on the date the notice of withdrawal is received by the other party. Any monetary payments received prior to the withdrawal are deemed to be a financial settlement in the event of termination of the Contract, and the Provider is not obliged to return them to the Customer. This shall not apply if the withdrawal from the Contract was due to a material breach of the Contract by the Provider. The financial settlement shall not constitute a binding deposit, and the contracting parties expressly exclude the provisions of Sections 1808 and 1809 of the Civil Code.
- Withdrawal shall not affect the right to reimbursement of the Price for crane work already performed, claims for contractual penalties, claims for interest on late payment, claims for compensation of damages and other rights and obligations as provided for in the Contract, the Terms and Conditions and the law.

9. Set-off and assignment

The Provider is entitled to unilaterally set off any claim it has against the Customer under the Contract against any claim the Customer has against the Provider, even without the Customer's prior consent. The Customer is not entitled to set off its claim against the Provider under the Contract against the Provider's claim without the Provider's prior written consent. The Provider is entitled to assign any right or claim arising from the Contract to a third party without the Customer's prior consent. The Customer is not entitled, without the Provider's prior written consent, to assign any right or claim arising from the Contract to a third party or to transfer any obligation under the Contract to a third party.

10. Force majeure

The Provider shall not be liable for any failure to fulfil an obligation arising from the Contract due to force majeure. Force majeure shall include, in particular, war, fire, flood, serious natural anomalies, disruption of transport, embargo, government measures, regulations or restrictions, bans on the import or export of goods, and the inability to procure supplies of materials, equipment or means of production, accidents, explosions, as well as strikes, work stoppages or other labour disputes that disrupt production or transport, as well as the consequences of any other causes over which the Provider has no influence. The Provider shall not be obliged to provide its services under the Contract if insolvency proceedings have been commenced against the Customer or if the Customer is unable to meet its financial obligations.

11. Dispute resolution

The Provider and the Customer undertake to resolve, as a matter of priority, by mutual agreement, any and all disputes or discrepancies arising from or in connection with these Terms and Conditions or the Contract. Should the Provider and the Customer fail to resolve any disputes or disagreements by mutual agreement, either party may bring the matter before the competent court of the Czech Republic having the substantive jurisdiction, the local jurisdiction of which shall be determined according to the Provider's registered office (within the meaning of Section 89a of the Code of Civil Procedure). If the Customer is a consumer, they may submit a request for out-of-court dispute resolution to the designated body 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 provision on local jurisdiction under this Article shall not apply.

12. Final provisions

- 12.1 The relationship between the Customer and the Provider is governed by the generally binding legal regulations of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code. The Terms and Conditions form 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) be deemed to have no effect in the fullest extent permitted by Czech law and shall be treated as a provision that is not part of the Terms and Conditions or the Contract, all without affecting the validity of the other provisions of the Terms and Conditions or the Contract. The Provider and the Customer also undertake to replace such invalid or unenforceable provision with another contractual provision within the meaning of the Terms and Conditions or the Contract, which shall be valid, effective and enforceable.
- 12.2 Terms defined with a capital letter and contained in these Terms and Conditions have the same meaning as ascribed to them in the Contract and shall be interpreted in accordance with the Contract.
- 12.3 The Provider processes personal data in accordance with the law, 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.

TERMS AND CONDITIONS OF CARRIAGE

1. Scope

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

2. Definitions of certain terms

2.1 For the purposes of these TCC, the following definitions apply:

- a) Carrier means the company Hanyš - Jeřábnické práce, s.r.o., Company ID No.: 27243460, with its 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 Consignor. The Quotation does not constitute an offer to enter into a contract. The contract between the Carrier and the Consignor is concluded only at the moment the Carrier accepts the Consignor's Order.
- c) Order means a binding and irrevocable proposal by the Consignor to conclude a contract. The Order must contain:
 - the Consignor's identification details: business name/name and surname, registered office, company identification number and VAT number
 - the recipient's identification and contact details, if different from the Consignor
 - the requested place and date (or time) of loading
 - the requested place and date (or time) of unloading
 - specification of the consignment (dimensions, weight, nature of the consignment, packaging, requirements for special handling (particularly with regard to water, temperature, fragility, etc.), value of the consignment
 - instructions required for customs and other official procedures, if these form part of the service provided
 - the cost of transport
 - access routes and loading/unloading options
 - other specific requirements for the carriage of goods (e.g. type of vehicle, additional insurance beyond the scope of the CMR Convention),

or refer to the Carrier's quotation, which contains these details. If the Order does not contain the above-mentioned details and the Carrier accepts it, the contract is concluded. However, the Consignor is liable to the Carrier for any damage arising in connection with the omission, or inaccurate or incorrect provision, of these details.

3. Formation and amendment of the contract

- 3.1 The contractual relationship between the Carrier and the Consignor is established through individual Orders sent to the Carrier. An Order is also understood to mean the Carrier's accepted Quotation. Upon the Carrier's acceptance of the Order, a contract of carriage (hereinafter also referred to as the "Contract") is concluded. Any prior communication from the Carrier, including communications designated as an offer, is merely indicative and the Carrier is not bound by it.
- 3.2 The Consignor's Order may be placed by telephone, in writing, or electronically via email. The Consignor is obliged to confirm a telephone Order in writing or by email within 24 hours. In the event that the Consignor's telephone Order is not confirmed by any of the above-mentioned methods, the Carrier is entitled, at its discretion, to accept the Order made in this manner. In such a case, acceptance shall mean at least a verbal notification from the Carrier to the Consignor regarding acceptance or such conduct on the part of the Carrier from which acceptance is clearly implied.
- 3.3 Any amendment to the Contract requires the consent of both contracting parties. This shall not apply if the Carrier uses a vehicle other than that agreed in the contract to carry out the transport, provided that it is a suitable vehicle and the change does not result in a change to the transport price.
- 3.4 The Carrier's quotation and the concluded Contract are based on the information provided by the Consignor. In the event of failure to comply with the agreed shipment parameters, the Consignor is obliged to reimburse the Carrier for all costs incurred by the Carrier as a result of this breach of Contract.

4. Performance of the carriage

- 4.1 If the carriage is subject to road or other permits, the issue of such a permit is a condition for the performance of the carriage. The Carrier shall not be liable for the non-issuance of such permits or for any delay in this regard. Nor shall the Carrier be liable for delays or the inability to perform the carriage in the event of restrictions or limitations arising after the conclusion of the contract.
- 4.2 The Consignor is obliged to hand over to the Carrier, prior to the commencement of loading, all documents necessary for the performance of the carriage and related activities.
- 4.3 The immediate loading/unloading point must be suitable for the required carriage (bridge clearances, access, etc.). If the loading/unloading point does not meet this requirement, the Carrier is not obliged to carry out the carriage. In such a case, the Carrier is entitled to compensation in the amount specified in Article 10 of these TCC. If the Carrier carries out the carriage, the Consignor shall reimburse the Carrier for all costs incurred by the Carrier in connection with the unsuitable loading/unloading point.
- 4.4 Excluded from carriage are those items whose transport by road is contrary to legal regulations or which, due to their dimensions, weight or condition, are clearly unsuitable for such transport.
- 4.5 The Consignor is obliged to hand over the consignment to the Carrier in suitable packaging that prevents loss or damage to the consignment, the property of third parties or the Carrier. The Consignor is also obliged to provide reasonable assistance with loading, unloading and securing the consignment on the vehicle if the consignment weighs more than 500 kg or is an oversized item. A consignment placed on a pallet must form a single handling unit with the pallet in such a way that the consignment cannot become detached from the pallet during transport. Empty box pallets must be handed over for transport in a folded state.
- 4.6 During loading/unloading, the Consignor is obliged to follow the Carrier's instructions. The Carrier is responsible for these instructions. The Consignor is obliged to determine the centre of gravity and the points for securing the consignment.
- 4.7 The Carrier is entitled to refuse consignments that do not comply with the TCC in any way, to suspend carriage and to return the consignment to the Consignor. The Consignor is liable to the Carrier for any damage caused by a breach of the Contract and the TCC.
- 4.8 The Carrier shall hand over the consignment to the consignee specified in the Order and at the designated unloading point only upon receipt of a confirmation of acceptance. If this is not possible, the Carrier shall request instructions from the Consignor. If the Consignor is more than 2 hours late in providing such instructions after the completion of the carriage, the Carrier is entitled to deposit the consignment at the agreed place of unloading at the consignee's risk.
- 4.9 Until the consignment is handed over to the consignee, the Consignor is entitled to request the cancellation of the carriage and the return of the consignment or a change to its

destination. In such a case, the Consignor shall reimburse the Carrier in full for the costs incurred and the damage caused (including loss of profit).

- 4.10 The Carrier is not obliged to provide its services under the Contract if insolvency proceedings have been commenced against the Consignor, or if the Consignor fails to meet its financial obligations to the Carrier, or fails to provide the necessary cooperation for the performance of the services.

5. Freight charges and terms of payment

- 5.1 The price of carriage (freight charges) is determined by agreement between the contracting parties.
- 5.2 The price applies to a standard route commonly used for the given parameters. In the event of roadworks or other restrictions on the route, or in the event of additional requirements imposed by public authorities, the associated costs will be invoiced as additional charges.
- 5.3 All prices are quoted exclusive of VAT. VAT will be added in accordance with applicable legislation.
- 5.4 The following are not included in the freight charges:
 - loading/unloading
 - insurance beyond the scope of 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 The following are not included in the freight charges and the Consignor undertakes to pay the subcontractor's price plus a 7% surcharge to the Carrier for the following services: costs of raising/disconnecting cables and power lines, controlled bridge crossings, inspections, removal/restoration of street equipment, securing a police escort, traffic management studies, traffic management, tree trimming, road closures, costs of assessing site bearing capacity or obtaining approvals, detailed structural route surveys, site preparation and inspection, load distribution, construction work on site, site bearing capacity modification, environmental impact studies, additional route inspections, flags, additional signage.
- 5.6 All payments are due on the basis of an invoice issued by the Carrier with a maturity period of 5 days from the date of delivery of the invoice to the Consignor. The contracting parties may deviate from this maturity period by express agreement in the Contract.
- 5.7 The Carrier's entitlement to the freight charge arises even if the carriage was not completed for reasons attributable to the Consignor.
- 5.8 If the Consignor is in default of payment of the freight charge, they shall be obliged to pay the Carrier a contractual penalty of 0.5% of the overdue amount for each, even commenced, day of default, until payment is made.
- 5.9 The right to claim compensation of damages in an amount exceeding the contractual penalty remains unaffected by the payment of the contractual penalty.
- 5.10 In the event that fuel prices increase in the period between the conclusion of the Contract and the completion of the carriage, the Carrier shall be entitled to a corresponding increase in the freight charge. This shall be based on data from the Czech Statistical Office regarding fuel price trends in the Czech Republic, or a comparable indicator if the aforementioned indicator is not available.

6. Liability for damage

- 6.1 The Carrier shall be liable to the Consignor 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 Further information on the Carrier's insurance is available at <https://www.hany.cz/onas/dokumenty.html>.

7. Force majeure

- 7.1 The Carrier shall not be liable for failure to fulfil any of its obligations arising from the Contract due to force majeure. Force majeure shall include, in particular, war, fire, flood, serious natural anomalies, disruption of transport, embargo, government measures, regulations or restrictions, prohibition of the import or export of goods, and the inability to procure supplies of materials, equipment or means of production, epidemics, explosions, as well as strikes, lockouts or other labour disputes that disrupt production or transport, and the consequences 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 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 Decree No. 11/1975 Coll. of the Minister of Foreign Affairs on the Convention on the Contract for the International Carriage of Goods by Road (CMR) shall take precedence over the provisions of the Contract and these TCC.
- 8.2 The proof of the agreement for international carriage is a consignment note signed by the contracting parties, which is issued in three copies, one of which is retained by the Consignor, the second by the Carrier, and the third accompanies the consignment. In addition to the information contained in the Order, the consignment note must include:
 - place and date of issue;
 - costs associated with the carriage (freight charges, ancillary charges, customs duties and other expenses incurred from the time of conclusion of the Contract until the delivery of the consignment),
 - instructions necessary for customs and other official procedures.
- 8.3 Where applicable, the consignment note must also contain the following information:
 - prohibition of transhipment,
 - expenses to be borne by the Consignor,
 - the amount of cash on delivery to be collected upon delivery of the consignment,
 - a declaration of the value of the consignment and the amount representing a special interest in delivery,
 - the Consignor's instructions to the Carrier regarding insurance of the consignment,
 - the agreed time limit within which the carriage is to be performed,
 - a list of documents handed over to the Carrier.
- 8.4 Upon acceptance of the consignment, the Carrier shall verify the accuracy of the details in the consignment note, the apparent condition of the consignment and its packaging. The Carrier shall note any discrepancies or defects in the consignment note. The Consignor shall be liable for all costs and damages incurred by the Carrier as a result of inaccurate or incomplete information provided.

9. Termination of the Contract

- 9.1 The Contract shall terminate by agreement between the contracting parties, by cancellation on the part of the Consignor, or by withdrawal from the contract upon delivery of the notice of withdrawal to the other contracting party.
- 9.2 The Consignor is entitled to send the Carrier a cancellation, whereby the Contract is cancelled from the outset, without giving a reason for such cancellation. The cancellation must be made in writing or by email. In the event of cancellation, the Consignor is obliged to pay the Carrier a cancellation fee, which is payable within 5 days of the date of delivery of the cancellation to the Carrier.

- 9.3 The cancellation fee is as follows 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 Consignor is more than 15 days in arrears with payment of the freight charge and has failed to comply with the Carrier's request for rectification and/or is in arrears with payment of any obligation to the Carrier, including under a different type of contract or on any other basis, provided the delay lasts longer than 30 days;
 - ii) Insolvency proceedings have been commenced against the Consignor, or the Consignor has entered into liquidation;
 - iii) the Consignor is in default with the handover of the consignment
- 9.5 The right to claim compensation of damages remains unaffected by withdrawal from the Contract.
- 9.6 Upon termination of the Contract for any reason, all claims of the contracting parties shall become due and payable. Orders placed prior to the termination of the Contract shall remain valid, unless the contracting parties agree otherwise.

10. Opening and disposal of the consignment

- 10.1 If a consignment cannot be delivered or returned, and there is reasonable suspicion that it contains an item considered dangerous, a perishable item, or an item that may cause damage, the Carrier is entitled to open the consignment at the Consignor's expense and risk. After ascertaining the condition of the consignment, the Carrier shall, at the Consignor's expense and risk, reseal the consignment or, depending on the nature of the consignment, proceed, at the Consignor's expense and risk, to its disposal or sale by the Carrier.
- 10.2 The Carrier is entitled to dispose of the consignment, in whole or in part, at the Consignor's expense and risk, if there is a risk of damage.
- 10.3 The Consignor is obliged to reimburse the Carrier for all costs and losses incurred by the Carrier in connection with the opening, sealing, disposal or sale of the consignment within 5 days of the date on which the Carrier requests such reimbursement.

11. Protection of confidential information and personal data

- 11.1 The Contracting 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 protection of confidential information, unless expressly agreed otherwise, or unless it follows from the nature and purpose of the information that it is to be disclosed. The contracting parties are obliged to ensure the confidentiality of information also with regard to their employees, representatives and other cooperating third parties, if such information has been provided to them, whereby both contracting parties are entitled to provide information to a third party only with the prior written consent of the other party. Both parties shall have the right to use, provide and disclose information only to the extent and under the conditions necessary for the proper fulfilment of the rights and obligations arising from this Contract.
- 11.2 If either party breaches the protection of confidential information, it shall pay the other party a contractual penalty of CZK 100,000 for each individual breach. The contractual penalty is payable within 14 days of the date of the notice sent by the entitled party to the party liable.
- 11.3 The Carrier processes personal data in accordance with legal regulations, transparently, correctly, and in the extent necessary for the relevant purpose. Further information on the processing of personal data is available at www.hanys.cz.

12. Other provisions

- 12.1 The Carrier and the Consignor have agreed that the Carrier is entitled to send commercial communications relating to the Carrier to the Consignor's email address or by other means. These include, in particular, offers of services, information about the Carrier's new technology, etc.

13. Final provisions

- 13.1 The contracting parties are entitled to set off their claims or assign their claims arising from the Contract to a third party only with the prior written consent of the other contracting party.
- 13.2 The Carrier reserves the right to unilaterally amend these TCC at any time. The amendment shall take effect upon receipt of the new version by the Consignor. If the Consignor does not raise any objections to the new version of the TCC within 3 weeks of receipt, it shall be deemed that they agree to the amendments. If the Consignor raises objections in good time, the contracting parties shall agree on a new version of the TCC within 3 weeks of the objections being received by the Carrier. If the contracting parties fail to reach agreement on the Consignor's objections within this period, the Contract shall terminate.
- 13.3 The contracting parties undertake to resolve all disputes amicably. Unless otherwise agreed in the Contract, the Czech courts with local jurisdiction over the Carrier's registered office shall have jurisdiction. If the Consignor is a consumer, they may submit a request for out-of-court dispute resolution to the designated body 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 Consignor is a consumer, the agreement on local jurisdiction under this Article shall not apply.