

BCL Terms and Conditions – Appendix no. 1 to Order (contract)

These “**BCL Terms and Conditions**” are issued by the Sender, BC LOGISTICS s.r.o., a company based in Moravni 1636, 765 02 Otrokovice, entered in the Commercial Register maintained by the Regional Court in Brno, section C, insert 29936, for international and domestic road haulage. After the conclusion of the transport Order (contract), they become an integral part thereof, in the wording valid and effective on the day of conclusion of the relevant Order (contract).

Conclusion of Order (contract): The Order (contract) is concluded upon the confirmation of the relevant Order by the Carrier. If the Carrier fails to confirm the relevant Order in writing, and the Carrier delivers the vehicle for loading at the time and in the location as per the relevant Order, and the Sender loads the Carrier’s vehicle, then the relevant Order (contract) is implicitly concluded. The Order (contract) is also concluded if the Carrier delivers to the Sender a confirmation e-mail or SMS message to the Sender’s address or number set forth in the relevant Order before the required loading time as per the relevant Order; in such a case, the confirmation e-mail or SMS must contain, in particular (i) an explicit confirmation of the relevant Order and its contractual conditions and (ii) the number of the confirmed Order (e.g. “I hereby confirm Order no. xyz, and I agree with all of its contractual conditions”).

Vehicle: The vehicle used within the scope of the fulfilment of the relevant Order must be technically fit for use and prepared for the purposes of transporting the agreed consignment (goods). When transporting tyres, the vehicle must be fitted with aluminium or wooden boards along the tarpaulin, in accordance with the vehicle manufacturer’s instructions. The vehicle must have a clean and dry storage space which must not contain any objects which could damage the transported goods, it must be sufficiently insulated against the effects of weather, the vehicle’s side walls must be sufficiently reinforced, and any tarpaulin must be intact. The Sender is entitled to reject a vehicle if it does not fulfil the afore-mentioned conditions.

Insurance: A Carrier who confirms an Order for the transportation of the consignment must have a valid and effective Insurance Contract for cases of liability for damage and loss of the consignment during the Transport Contract. The indemnity must be arranged as at least 5,000,000 CZK (in words: five million Czech crowns). By confirming the Order (contract), the Carrier confirms that they have a valid Insurance Contract as requested, and they are obliged to present it at any time at the Sender’s request.

Carrier’s responsibility: The Carrier is obliged to transport the consignment from the loading location to the unloading location as per the relevant Order. As per Article 17 paragraph 1 of the CMR Convention, the Carrier is responsible for the complete or partial loss of the consignment or any damage to same, from the time they take over the consignment to the time they deliver it to the recipient. The Carrier is also responsible for compliance with the stipulated delivery deadlines, i.e. for compliance with the deadline for unloading the consignment in the agreed unloading location. The Carrier is not authorised to use any other transport company or other subcontractor for the fulfilment of the Order without the Sender’s prior written consent.

Domestic transport: As per § 9a of Act no. 111/1994 Sb., on Road Transport, as amended, the provisions regarding the conclusion and performance of the Transport Contract, the Carrier’s responsibility, complaints and lawsuits, and regarding transport performed subsequently by several Carriers, contained in the Contract for the International Carriage of Goods by Road (CRM) shall also be used for domestic road haulage. The CMR Convention shall therefore also be used for domestic transport cases.

Carrier’s and driver’s obligations, instructions, dispositions: The driver must have a functional mobile phone with a pan-European reach, whose number shall be supplied by the Carrier during the retrospective confirmation of the Order (contract). The driver must report for loading or unloading at least one (1) hour before the agreed start of the loading or unloading, and send an SMS message to the Sender to the phone number as per the Order regarding the delivery of the vehicle for loading or unloading. If the loading or unloading time is not complied with, then the Carrier is obliged to inform the Sender of this fact. In the loading and unloading areas, the vehicle must be accompanied only by persons authorised to drive it. The driver must deliver the vehicle with a clean and empty loading space, and must participate in the loading and unloading of the consignment; during loading, they must secure the goods with fastening belts in every loading field. The driver must properly re-count the received or delivered goods, and confirm their quantity on the bill of lading and CMR note with their signature. In the event that there are goods missing, the Carrier is always responsible for the discovered difference, regardless of whether the goods were transported in a sealed lorry or not. If the driver is not allowed to enter the loading or unloading area as per the Order, then they must immediately report this fact to the Sender by calling the phone number as per the Order. The driver is not authorised to manipulate the consignment in any way, from the time of its loading to the time of its unloading, without notifying the Sender and receiving their approval in advance. In the event of danger to the consignment within the scope of an extraordinary event, the driver is obliged to ensure the consignment is protected and minimise any imminent damage to or loss of the consignment. In the event of any discrepancies or reservations during the loading or unloading of the consignment, the driver must write them, accompanied by their statement, in the CMR bill of lading. The driver must abide by the rules of the road; in particular, they must not drive the vehicle in an intoxicated state. The driver is also prohibited from smoking in the loading and unloading locations.

The vehicle can only be parked in protected car parks, and the driver must not leave the vehicle without securing it. If they leave the vehicle then they must have all the documents relating to the consignment with them, even if they lock the vehicle. If any extraordinary event occurs, then the driver is obliged to immediately inform the Sender, who shall draw up a written record of the event.

The driver is prohibited from talking to unknown persons about the consignment or destination, or to hand over documents relating to the consignment to an unknown person without a valid reason, with the exception of persons in the customs administration and the police.

Waiting for the loading or unloading of the consignment for up to twenty four (24) hours from the agreed loading or unloading day as per the Order does not give rise to an entitlement to increase the price of the transport.

The Carrier must send a confirmed and signed Order (contract), including appendices, to the Sender's fax number set forth in the Order. If the Order is sent by e-mail, then they shall confirm acceptance of the Order by e-mail to the Sender's e-mail address set forth in the Order.

The Carrier undertakes to transport the consignment as per the Order properly, by the agreed deadlines and with professional care, whereby they are obliged to ensure that the relevant driver shall abide by the agreed transport conditions.

If the loading or unloading of the consignment as per the Order takes place in Otrokovice, in the TOMA premises, then the entrance fee is included in the price of the transport.

Haulage fee and payment terms: For a properly fulfilled Order, the Carrier is entitled to a contractual price (haulage fee) in an amount as per the Order, which is fixed and contains all of the Carrier's costs relating to the transport of the consignment as per the Order. The Order is fulfilled if: (i) the consignment is transported, as per the Order, to the stipulated unloading locations set forth in the Order, (ii) the consignment is handed over to an authorised person acting on behalf of the Sender's end customer in the unloading location, (iii) the end customer confirms receipt of the consignment on the CMR note, and (iv) the confirmed CMR note is handed over to the Sender.

The contractual price (haulage fee) as per the Order is paid on the basis of an invoice (tax document). The invoice must fulfil all the requirements stipulated by Czech legal regulations, and must contain a detailed overview of all fulfilled Orders (if multiple Orders are invoiced), i.e. consignments transported properly and on time (Order number, consignment number, loading and unloading date and location, and the contractual price or haulage fee as per the Order). The invoice must be accompanied by CMR notes relating to the transported consignments, which shall include confirmation of receipt of the consignment by the Sender's end customer, and other documents required by the relevant Order. If the invoice does not contain any of the requisites stipulated in the previous sentence and/or the account published by the Tax Administrator as per the paragraph below, and if it is not accompanied by the other appendices stipulated in the Order, or the information contained therein is erroneous, then the Sender is entitled to send the invoice back to the Carrier within fifteen (15) working days from discovering these discrepancies, but no later than the due payment date. In such a case, the Sender is not in delay with the payment of the relevant invoice. The issue of a corrected invoice gives rise to payment terms of the same duration as the original invoice's payment terms. Invoices are payable within sixty (60) days from the day of their delivery to the Sender, unless a different due payment date is stipulated in the relevant Order. The invoice is paid as soon as the relevant monetary amount is debited from the Sender's bank account.

If, during the contractual relationship established by the Order, the Carrier is ruled by the Tax Administrator to be an unreliable payer as per the provisions of § 106a of Act no. 235/2004 Sb., on Value Added Tax, as amended, then the Sender is entitled to pay the value added tax on the provided fulfilment (as per § 109a of the same Act) directly to the relevant Tax Administrator instead of the Carrier, and they shall subsequently pay the Carrier the contractual price (haulage fee) reduced by this tax. The partner undertakes to state the account published by the Tax Administrator, in a manner which enables remote access, on every invoice. The Carrier is obliged to immediately inform the Sender of any change in the information regarding registration as a payer of VAT.

Fines for non-compliance with the contractual transport conditions: If the Carrier breaches the following contractual obligations connected with the transportation of the consignment, then the Sender is entitled to demand the payment of the following contractual fines from the Carrier:

Contractual obligation breach:	Contractual fine amount:
non-compliance with loading and unloading deadlines as per the Order	20% of the contractual price (haulage fee) as per the Order
breach of the companies' (customers') operating rules in the loading or unloading location, consisting mainly in smoking, including in the vehicle cab, driving the vehicle under the influence of intoxicating substances or alcohol, or bringing alcohol into these operational premises	€230
failure to deliver the transport documents which accompany the consignment to the Sender within 10 days from the unloading end date	€20

Decisive law and dispute resolution: The Order and these Terms and Conditions are governed by the Czech Legal Code. Any disputes which are not resolved amicably shall be resolved factually, by the Sender's relevant general court which has local jurisdiction.

Other provisions: The Carrier confirms that the employment relationships with their employees who work abroad comply with the given country's legal regulations, in particular those which stipulate the employee's minimum wage. The Sender is

entitled to unilaterally offset any receivables due from the Carrier, which arise for the Sender in relation to the Carrier in connection with any Order, against the Carrier's receivables for the payment of the contractual price (haulage fee).

These "BCL Terms and Conditions" come into effect on 01/ 02/ 2019