

---

## **General Business Terms and Conditions for Sending Consignments Ordered by SmarTech Transport s.r.o. as the Consignor**

### **I. Preamble**

1. These General Business Terms and Conditions (hereinafter referred to as the “**GBTC**”) of the trading company SmarTech Transport s.r.o., with its registered office at Hynkov 85, 783 33 Příkazy, Company ID: 242 78 548, entered in the Commercial Register kept by the Regional Court in Ostrava, Section C, File 74502, regulate the mutual rights and obligations of the contracting parties arising from the contract of carriage concluded between SmarTech Transport s.r.o. as the consignor and another natural or legal person as the carrier, the subject of which is the road freight transport of goods from the place of dispatch to the place of destination by the carrier for the consignor for the agreed freight charge.
2. The GBTC are an integral part of the contract of carriage whereas deviation from the GBTC can be agreed upon in the contract of carriage and such provisions take precedence over the provisions of the GBTC.
3. By concluding the contract of carriage, the carrier expresses its consent to the wording of these GBTC.

### **II. Definition of Terms of the GBTC**

1. The “**Consignor**” refers to the trading company SmarTech Transport s.r.o. with its registered office at Hynkov 85, 783 33 Příkazy, Company ID: 242 78 548, entered in the Commercial Register kept by the Regional Court in Ostrava, Section C, File 74502.
2. The “**Carrier**” refers to a natural or legal person who undertakes to carry out, for a fee, the transport of a consignment for the Consignor in accordance with the contract of carriage.
3. The “**Contracting Parties**” refer to the Consignor and the Carrier.
4. The “**Contract of Carriage**” refers to an individual contract of carriage whereby the Carrier undertakes to transport the consignment from the place of dispatch to the place of destination and the Consignor undertakes to pay the carrier the freight charge for this activity.
5. The “**Consignment Note**” shall mean any document of carriage confirmed by the Carrier that certifies the conclusion of the Contract of Carriage, whereas it can be, in particular, a consignment note in the sense of Decree No. 11/1975 Coll. on the Convention on the Contract for the International Carriage of Goods by Road (hereinafter referred to as the “**CMR Convention**”), confirmation of receipt of the consignment by the Carrier, bill of lading, delivery note, or any other proof of transport.
6. “**Domestic Transport**” refers to road freight transport if the place of loading of the goods and the place of unloading of the goods are located in the territory of the Czech Republic, even if part of the transport takes place in the territory of another state.
7. “**International transport**” refers to road freight transport if the place of loading of the goods and the place of unloading of the goods are located on the territory of two different states, or if the place of loading of the goods and the place of unloading of the goods are located on the territory of one state different from the Czech Republic.

### **III. Conclusion of the Contract of Carriage**

1. The Contract of Carriage is concluded by the acceptance of the Consignor's proposal to conclude the Contract by the Carrier (the proposal to conclude the Contract for the purposes of the GBTC also means the Consignor's order). The Contract of Carriage is also concluded by the actual acceptance of the consignment by the Carrier for transport according to the Consignment Note.
2. The Consignor can make a proposal for the conclusion of the Contract in writing, electronically or orally. The Carrier will confirm the acceptance of the proposal for the conclusion of the Contract in writing, electronically or orally according to the form chosen by the Consignor. The Carrier is obliged, at the request of the Consignor, to confirm in writing or electronically the receipt of the proposal for the conclusion of the Contract.
3. Together with the consignment, the Consignor submits to the Carrier a completed Consignment Note, which the carrier is obliged to confirm to the Consignor. The Consignment Note confirmed by the Carrier is a document on the conclusion and content of the Contract of carriage as well as on the receipt of the consignment.

### **IV. Fundamental Rights and Obligations of the Contracting Parties**

1. By the Contract of Carriage, the Carrier undertakes to transport the consignment to the Consignor from the place of dispatch to the place of destination, and the Consignor undertakes to pay the carrier the freight charge for this.
2. The Consignor is obliged to provide the Carrier with all necessary data and documents necessary for the performance of the agreed transport and is obliged to ensure (usually through the person with whom the consignment is before loading) that the Carrier is handed over all documents concerning the consignment and its transport.

3. When fulfilling the Contract of Carriage, the Carrier is obliged to proceed with due diligence, to comply with generally binding legal regulations, and to follow all instructions of the Consignor stated in the Contract or in the order and in the Consignment Note. The Carrier is obliged to use only suitable means of transport which are suitable for the transport of the consignment and whose technical condition is in accordance with legal regulations.
4. The Carrier is obliged to inform the Consignor about the circumstances that occurred during the transport, which may affect the proper and timely performance of the Contract of Carriage and about problems and obstacles during the transport.
5. The carrier is also obliged to inform the Consignor of the damage which may be caused or has already been caused to the consignment, without undue delay. The Carrier is also obliged to take all steps to prevent damage to the consignment and to minimize it.
6. During loading and unloading of the consignment, the Carrier is obliged to check the number of pieces and the marking of the consignment, the obvious condition of the consignment and the method of storing the consignment on the vehicle. In case of incorrect storage of the consignment (including possible non-compliance with the temperature during loading of food), the Carrier is obliged to notify the Consignor thereof. To secure the consignment, the Carrier is obliged to use securing means (e.g. elastic straps, wedges and other means of fixing) corresponding to the type of transported consignment so that it cannot be moved or released.
7. The Carrier is obliged to comply with the agreed time of loading and unloading of the consignment. In the event of a delay in loading or unloading the consignment, the Carrier is obliged to pay the Consignor a contractual penalty of up to 50% of the agreed freight charge, including VAT.
8. The Carrier must not contact the Consignor's customer without the prior written consent of the Consignor. This prohibition lasts for one year from the date of termination of the Contract of Carriage, i.e. the carrier is not entitled to enter into a contract for the performance or procurement of transport with the Consignor's customer for a period of one year from the date of termination of the Contract of Carriage. The Carrier's conduct in violation of this provision will be considered illegal competition. In the event of illegal competition by the Carrier, the Carrier is obliged to pay the Consignor a contractual penalty in the amount of twenty times the freight charge, including VAT, but at least in the amount of EUR 5,000 (five thousand euros).
9. In order to secure its claims under the Contract of Carriage against the Consignor, the Carrier has no right of retention to the consignment and agrees that the exercise of the right of retention to the consignment is incompatible with the way the consignment is to be handled and which is known to the Carrier. The Carrier does not have the right of retention, as it is obliged to hand over the consignment to the consignee.
10. The Carrier is liable to the Consignor for damage caused to the consignment in the period from the receipt of the consignment by the Carrier to the delivery of the consignment to the consignee in accordance with applicable law. The Carrier is obliged to have valid liability insurance for the entire duration of the obligations under the Contract of Carriage in the amount that covers its liability in accordance with applicable legislation.
11. The Carrier is responsible for damage or destruction of pallets and returnable packaging incurred during loading, unloading or transport of the consignment. When accepting the consignment loaded on pallets, the Carrier is always obliged to check the condition of the pallets and confirm the quantity of the pallets received. Upon receipt of the packaged consignment, the Carrier is obliged to always check the condition and suitability of the package of the consignment. Upon receipt of the consignment, the Carrier is also obliged to notify the Consignor of obviously destroyed, damaged or unsuitable returnable packaging or pallets; otherwise, the returnable packaging or pallets are deemed to have been handed over to the Carrier for carriage in a proper condition suitable for carriage.
12. If the carrier undertakes to return the packages or pallets to the place of loading of the consignment, it is obliged to return them in the same condition and quantity in which they were taken over during loading and to prove their return with credible documents according to the consignor's instructions. If the Carrier does not return the packaging or pallets in violation of the assumed obligation, the Consignor is entitled to charge the Carrier a contractual penalty of up to 50% of the agreed freight charge, including VAT.
13. If the Carrier undertakes to replace the packaging or pallets, it is obliged to give evidence to the Consignor and prove with credible documents their replacement according to the Consignor's instructions; otherwise it is liable to the Consignor for the damage incurred. If the Carrier does not replace packaging or pallets in violation of the assumed obligation, the Consignor is entitled to charge the Carrier a contractual penalty of up to 50% of the agreed freight charge, including VAT.
14. The Carrier is entitled to charge the Consignor downtime caused by the Consignor only if the downtime exceeds 24 hours. In such a case, the Carrier is obliged to inform the Consignor of the downtime in writing within 24 hours of its occurrence and also to prove to the Consignor a written confirmation of downtime.

15. For the so-called “futile drive” on the condition that the Carrier brings the agreed vehicle for loading in time and the agreed transport does not take place at all for reasons not on the part of the Carrier, the Carrier is entitled to payment for bringing the vehicle the amount of which shall be usual for the place and time, but not more than EUR 100, unless otherwise agreed between the Contracting Parties.
16. The Consignor is entitled to set off any of its due and outstanding receivables against any due and outstanding receivables of the Carrier from the Consignor.

#### **V. Fright Charge, Billing and Maturity**

1. For the performance of the transport, the Carrier is entitled to the freight charge agreed in the Contract of Carriage. The agreed freight includes all fees and costs of the Carrier related to the transport of the consignment.
2. The Carrier charges the Consignor the agreed freight charge with an invoice containing all the prescribed legal requirements. The Carrier is obliged to deliver this invoice to the Consignor by post no later than 15 (fifteen) days from the date of transport, including the Consignment Note confirmed by the consignee and all other documents confirming the proper transport of the consignment by the Carrier (for food transport the Carrier is always obliged to provide a statement from thermograph). If the Carrier does not deliver to the Consignor the invoice with all the prescribed legal requirements, including all mandatory attachments within the specified period, the Carrier is obliged to pay the Consignor a contractual penalty of up to 50% of the agreed freight charge including VAT.
3. The maturity of invoices is 60 (sixty) days from the date of delivery of the invoice with all legal requirements, including all mandatory attachments.
4. The contractual penalties agreed in these GBTC are payable within 7 (seven) days from the date of their settlement. Payment of the contractual penalty according to the GBTC does not affect the right to compensation for damages in full.

#### **VI. Final Provisions**

1. The Contracting Parties expressly exclude the application of the Carrier's terms and conditions to any legal relationship established between them, even if the Carrier has referred to these terms and conditions or will refer to them in any way, even though they were known to the Consignor.
2. If any provision of these GBTC is in conflict with the mandatory provisions of applicable Czech legislation or international standards, then the provisions of these regulations and standards will apply. However, this fact does not affect the validity of other provisions of these GBTC or the validity of these GBTC as a whole.
3. All possible disputes that arise on the basis of the Contract of Carriage or in connection therewith will be resolved exclusively in accordance with Czech system of law by a court with substantive and territorial jurisdiction.
4. Relations between the Contracting Parties not expressly regulated by the Contract of Carriage and these GBTC are governed by the relevant provisions of Czech and international legal regulations, in particular the provisions of Section 2555 et seq. of Act No. 89/2012 Coll., the Civil Code, in the case of domestic transport, and the CMR Convention in the case of international transport.
5. These GBTC come into force on 11/11/2020.



SmarTech Transport, s. r. o.  
Logistika na míru (2)  
Hynkov 85, 783 33 Příkazy  
IČO: 24278548, DIČ: CZ24278548