

**General Business Conditions and Terms of the company Česká a slovenská kombinovaná doprava –
Rail Cargo Operator - CSKD s.r.o. (Czech and Slovak Combined Transport)**

Preamble – Subject Matter of Regulation

These General Conditions and Terms, together with the currently valid price Tariffs and Tariff Amendments regulate relations between the company Česká a slovenská kombinovaná doprava – Rail Cargo Operator - CSKD s.r.o., with the registered seat Žerotínova 1132/34, 130 00 Praha 3, Registration No.: 45273081 (hereinafter referred to as the “**Company**”) and the Customer following from realization of transports by the Company for the Customer in the form of the combined carriage with dominant utilization of railway lines. In case of deviations of the General Business Conditions and Terms from the Tariff Amendment the wording of the Tariff Amendment shall be considered decisive and governing.

**Article 1
Determination of Terms**

For purpose of these General Business Conditions and Terms the terms below have the following meanings:

1.1 “Contract” is the freight contract on consignment of one loading unit or more loading units simultaneously with utilization of railway lines and with possible complementary road transport or other methods of transport, made by and between the Customer and the Company.

1.2 Under the “General Agreement” we shall understand any agreement made in advance by and between the Customer and the Company, containing provisions valid for more Contracts or for all Contracts executed on the basis of such agreement.

1.3 “Customer”, also named the order party, consignor or invoice recipient, is the entity giving the order for dispatching the loading unit and/or ordering the transport by itself or through the (authorized) representative, appointed either in writing in advance or in the General Agreement, whereby the Customer is obliged to pay the relevant sum for transport (also named price or freight) and/or for the related services, granting of which is not included in the freight, based on these or other Conditions. The Customer itself (and not its possible representatives) is the contract partner for the Company.

1.4 “Customer’s Representative” is, besides the (authorized) representative for execution of the contract specified in par. 1.3 above, he who is fixed as the “passing” or “consigner” on the place of departure, and he who is fixed as the “accepting” or “consignee” on the place of arrival.

1.5 Under the “Company” we shall understand the company Česká a slovenská kombinovaná doprava – Rail Cargo Operator - CSKD s.r.o., which has taken, directly or through the representing company, the order for consignment or transport of one or more loading units from the Customer or from its representative and therefore issues the invoices.

1.6 “Combined Transport” - is transport of intermodal or non-intermodal loading units by at least two forms of transport, railway being always one of those forms.

1.7 Under the “intermodal loading unit” - also named UTI (Unité de Transport Intermodal) - we shall

understand: container, swap body and similar device for cargo traffic (including, but not limited to transport in railway wagons). Under the “non-intermodal loading unit“ we shall understand the road vehicle (truck). Under the “loading unit“ we shall understand both the intermodal loading unit and the non-intermodal loading unit.

1.8 Under “arrival“ we shall not understand arrival of the train, but the moment when the loading unit is ready in the agreed transship centre or on another agreed place for its takeover by the Customer and/or its representative.

1.9 “Handover“ is the operation during which the Customer, having purchased the goods, hands over the loading unit to the Company, transship centre operator or to another agreed person/entity and after its arrival the loading unit is handed over by the Company or by the transship centre operator to the Customer.

In case of the intermodal loading unit the handover in the transship centre is realized if the passed loading unit is separated from the road vehicle or if the accepted loading unit is loaded on the road vehicle.

Article 2

Rights and Duties of the Company and the Customer under the Contract

2.1 On the basis of the Contract the Company shall

- send/consign the loaded or empty intermodal or non-intermodal loading unit handed over by the Customer - or more loading units simultaneously - by railway transport and/or with utilization or another complementary mode of transport, to the agreed place of destination and, if not agreed otherwise, hand it over to the Customer’s disposal/ acceptance on the integral train of the Company (term of delivery FOR);
- prior to sending, load the loading unit on the wagon and/or reload it between two wagons and - if the Company offers such service for the said mode of transport and if agreed so explicitly by the Company and the Customer - unload it from the wagon and transport it by the complementary mode of transport to the place of destination agreed between the Company and the Customer and hand it over to the Customer’s disposal/acceptance on the road vehicle semi-trailer (term of delivery FOT) and
- (in case of delay and/or another irregularity arisen in the period between execution and completion of the Contract) transfer the information, received by the Company from its subcontractor (e.g. from the company operating the railway transport), to the Customer or to its representative.

2.2 On the basis of the Contract made with the Company the Customer shall

- pass the loading unit on the assumed day of its consigning to the agreed transship centre or on another agreed place;
- accept the loading unit on the day of arrival in the agreed transship centre or on another agreed place from the integral train of the Company and/or - if the Company offers such service for the said mode of transport and if agreed so explicitly by the Company and the Customer – from the road truck semitrailer and/or - if agreed so explicitly between the Company and the Customer - unload the goods place in the loading unit;
- always check condition of the loading unit as well as of the goods placed in the loading unit without undue delay and notify any objections to the Company without undue delay;
- pay the relevant sum to the Company.

If not agreed otherwise between the Customer and the Company, disconnection of the intermodal loading unit from the road vehicle and its connection to the road vehicle, in particular loosening and fixing of the clamping devices and further preparation of the loading unit for railway or for road transport (e.g. change of position of the support feet as well as the side and rear protection from displacement), shall be carried out by the Customer at its own liability, unless we are speaking about handling operations in the terminal

used by the Company or about the handling operations carried out by the subcontractors authorized by the Company, where the Company also grants the services connected with loading unit handling – either directly or through the subcontractor authorized by the Company.

If the Customer does not pass or accept the loading unit in person, he shall always show (in the General Agreement or in a separate agreement or in a written notice) the Representatives who will carry out such activities and who shall be marked pursuant to par. 1.4 above.

Article 3 **Formation of the Contract**

3.1 The Contract between the Customer and the Company is created in particular

- upon acceptance of the Customer's order, being of the character of draft proposal for Contract execution, by the Company, irrespectively of whether the order and its acceptance was made in writing, by electronic means, orally (by phone, in person), tacitly (e.g. by passing the loading unit by the Customer and/or by accepting the loading unit by the Company for transport, which pass/acceptance by the Customer/Company means confirmation of the raised offer) or by another suitable mode;
- upon acceptance of confirmation of the order - sent or otherwise delivered to the Customer by the Company - by the Customer, provided that acceptance of the order contains any reservations, changes of conditions of the order or amendments, which acceptance of confirmation of the order by the Customer can take place explicitly by sending the signed confirmation of the order back to the Company or tacitly by the Customer's actions focused on realization of the Contract and/or transport under the Contract;
- upon execution of the written Contract between the Customer and the Company on the same document;
- by realization of the Contract in individual cases under the conditions agreed in the General Agreement;
- as well as by another suitable method foreseen by the legal regulations.

3.2 The Company is in no case obliged to accept the order and to realize the transport, including but not limited to the following cases: overloaded container; transport of dangerous goods, transportation of which is not realized by the Company; contradiction with legal regulations; inadequate security of the Company's claim to payment of the price and/or non-payment of the price in advance, if such payment is requested by the Company. In case of transport with assumed utilization of any regular line published and operated by the Company, the Company recommends to order the transport (1) in case of transport to the country where the Company has its registered seat (import) - at least three working days before the assumed day of handover of the loading unit, always within 11:00 am at the latest and (2) in case of transport from the country where the Company has its registered seat (export) - at least one working day before the assumed day of handover of the loading unit, always within 11:00 am at the latest. All terms for acceptance of the loading unit for transport and duration of transportation, incl. the transports with assumed utilization of any regular line published and operated by the Company, depend on the current load of the Company and its lines; the Company is in no case obliged to accept order for transport of the loading unit within the term requested by the Customer.

3.3 Orders of import transports (i.e. transports from a third country to the country where the Company and/or the Company's Representative, controlled by the Company, has its registered seat or the container terminal) must contain:

- precise place of acceptance of the loading unit and the date, from which the loading unit will be available in the port, release reference, if necessary for loading unit takeover;
- When taking the loading unit from the CTA terminal - ATB number and/or ATB Anmeldung (abstract from the Atlas system) or Bill of Lading
- type, size and number of the loading unit and its owner;
- country of origin, name of the ship;

- goods declaration (invoice and Bill of Lading), goods value, weight, number of pieces of individual goods items; seal number;
 - in case of dangerous goods - ADR/RID, IMO declaration, instructions for the case of possible accident
 - depending on the character of goods - veterinary certificate, phytocertificate, etc.
 - if the loading unit with the duty-paid goods comprises the used wooden packaging material made fully or partially from unprocessed wood of coniferous trees coming from Canada, China, USA or Japan, the Customer shall submit the certificate of phytopathological inspection of such packaging material;
 - customs regime (duty paid/unpaid goods / goods from EU), in case of the duty paid goods - the relevant registration number of the customs system, in case of duty paid/unpaid goods - the HS code (number of the customs classification), in case of the goods from EU – relevant serial number registered by the customs office (the so called Lauf-Nr.)
- address, date and time of the place of delivery and customs clearance;
- loading unit consignee (who the loading unit shall be available for);
- contact person of the consignee and the customs office;
- place of return of the empty loading unit;
- information about whether it is the import from the country out of EU - port of origin.

3.4 Orders of export transports (i.e. transport from the place where the Company and/or the Company's Representative, controlled by the Company, has its registered seat or the container terminal to any third country) must contain:

- precise place of acceptance of the loading unit;
- type, size, owner and release reference for the loading unit;
- goods declaration, assumed weight of the goods;
- address of the place of loading and customs clearance, date and hour;
- possible special requirements for chassis or railway wagon (if the load is placed on the railway siding);
- consignee of the loading unit in the port (who the loading unit shall be available for and/or the delivery reference);
- precise place of delivery in the port, name of the ship, ship owner and term (deadline) of delivery of the loading unit; delivery reference
- requirement for issue of BHT or ZAPP as well as originals of necessary documents;
- information about whether it is the export into the country out of EU - port of destination.
- in case of dangerous goods - ADR/RID, IMO declaration, instructions for the case of possible accident.

3.5 If the Company is entrusted by transport from or to the destinations, where the Company does not have its place of business and/or in other situations considered as advisable by the Company (at its own discretion), the Customer authorizes the Company by these General Conditions and Terms to make the partial contract(s) with another company, being its representative, either for the whole transport route or for any part of it.

3.6 Liability of the Company for loss, damage or delay commences only on the day of dispatch. Relations between the Customer and the Company, existing upon passing the loading unit before the date of dispatch till the moment of commenced liability of the Company pursuant to the preceding phrase and for the time period of storage of the loading unit in question, are governed by special provisions of these General Conditions and Terms, by the Pricelist of the Company, by a special contract made between the Company and the Customer and/or by relevant provisions of the Commercial Code concerning the storage contract.

Article 4

Completion of Contract

4.1 The Contract is completed at the moment of handover of the loading unit to the Customer or to its representative or (in case of non-acceptance of the consignment by the Customer) at the moment when the Customer could accept the consignment for the first time. In case of transports with the term of delivery FOR (all export transports of the Company, except the transports to Rotterdam, where the FOT term of delivery shall be applied) under completion of the Contract we shall understand the moment when the Customer's loading unit is ready for acceptance by the Customer or by its representative after the integral train of the Company with the Customer's loading unit arrives the target terminal.

4.2 Should the Customer fail to fulfill its duty to accept the loading unit before completion of the Contract, the loading unit remains stored in the transship centre at the Customer's costs. For the time period of storage of the loading unit the relations between the Customer and the Company are governed by special provisions of these General Conditions and Terms, by the Pricelist of the Company, by a special contract made between the Company and the Customer, by the conditions of the transship centre where the loading unit remained stored and/or by relevant provisions of the Commercial Code concerning the storage contract.

Article 5 **Condition of Loading Unit and Goods - Customer's Liability**

5.1 By execution of the Contract the Customer is obliged and is liable for the following:

1. that its data concerning the loading unit and goods, in particular weight and kind of goods, are correct and complete,
2. that all documents accompanying the loading unit and specified for official inspections are correct and complete,
3. that regulations of the countries affected by transport of the loading unit are and will be observed.

5.2 By handover of the loading unit the Customer guarantees that the loading unit is suitable for the combined transport and the loading unit and the goods loaded in it meet the requirements specified for safe combined transport and that no charges (e.g. THC, demurrage, detention, storage charge) are attached to the loading unit.

Under the term „suitable“ we shall understand - in case of the intermodal loading unit - in particular the fact that the loading unit has been approved technically for the combined transport, i.e. it is provided by relevant notices and codes or by the CSC approval labels (conforming to the Container Safety Convention) in case of ISO containers and that its condition, decisive for its approval for the combined transport, has not been changed since.

Under the term “safe” we shall understand mainly the fact that condition of the loading unit and the goods in it guarantees safe transport, in particular that goods package, incl. distribution and fixing of the goods in the loading unit is adapted to the specific character of the combined transport, mainly in case of transportation of liquids or of the goods which has to be transported under special temperature conditions.

If not agreed explicitly otherwise between the Customer and the Company, the max. weight limit for transportation of 20' containers amounts to 25 t gross, for transportation of 40' containers - 29 t gross. 20' containers with the gross weight exceeding 20 t shall be transported by the Company on 40' chassis in the middle.

For purpose of valuation of the loading units by the gross weight categories the following weight limits are valid and the loading units must observe them:

2000 kg: 20' DC/OT

4000 kg: 20`TC, 40`DC/OT/HC
3000 kg: 20`REF
4500 kg: 45`HC
4800 kg: 23`TC
5000 kg: 40`REF/HC REF
5200 kg: 26`TC
6000 kg: 30`TC
2000 kg: 20`DB (dry bulk)
4000 kg: 40`DB
3200 kg: 20`flat
5200 kg: 40`flat
3000 kg: 30`DV, OT, DB
4000 kg: 30`RF

5.3 In case of breach of the duties under par. 5.1, 5.2 and 6.3 the Customer is liable for each damage caused by such breach, even if the fault is not attributable to the Customer. In case of breach of the duties under par. 5.1, 5.2 and 6.3 the Customer shall also settle all extra costs to the Company or differences between the prices caused by showing incorrect data. The Company may underlie execution of the Contract by the condition that the Customer proves the made insurance policy for all cases of Customer's liability under these General Conditions and Terms.

5.4 The Company is liable neither for suitability and safety of the handed over loading unit nor for the goods inside it.

5.5 Upon acceptance the Company inspects the loading unit (but always from outside and from the ground) and results of the inspection shall be shown in the Contract and/or in the documents related with the loading unit or accompanying it. The Company shall draw the Customer's attention to defects of the loading unit at the earliest opportunity with respect to the character (evident and hidden defects) and scope of these defects. If at the moment of acceptance of the loading unit by the Customer the records about evident damages of the loading unit or about evidently missing parts of it are not contained in the Contract and/or in the documents relating to the loading unit and/or accompanying it, the missing record cannot be considered the proof that the loading unit was free from any damage and that nothing was missing on it at the moment of its passing. All the costs connected with resolving of the loading unit defects (e.g. goods reloading, freight between the terminals, etc.) shall be borne by the Customer. The Company does not carry out inspection of the goods, its package/container, placing, fixing or the data recorded by the Customer and/or the documents handed over by the Customer.

5.6 If the Customer is interested in utilization of any regular line of the Company, timetables and other conditions of which are published by the Company, he shall observe these Conditions, in particular the terms for handover of the loading unit, published by the Company either in these General Conditions and Terms or by another suitable method (mainly on the websites of the company www.railcargooperator.cz). Adherence to these Conditions does not mean that the Customer is entitled to realization of the transport during the first possible or another preferential term and the Company is entitled to transport the loading unit within the term enabled by its capacity, operating or other reasons and events, including situation in the ports and port terminals out of direct control or influence of The Company (especially but not exclusively in Hamburg and Rotterdam). Customer and The Company explicitly acknowledge, that operational and capacity problems in the ports and port terminals out of direct control and influence of The Company are considered as force majeure and whether such occurred, The Company is not liable for any loss resulting from delayed delivery of the unit (especially but not exclusively due to exceeded transit period). Customer and The Company explicitly acknowledge, that the term of collection of container released to the Customer by booking registration is the earliest possible by the Company supposed term of collection, not mandatory term from which period of delivery to be determined. The company reserves its right (especially but not exclusively in case of occurred capacity, operational or other problems and consequences in the ports and port terminals out of direct control and influence of

The Company) to change the date of delivery and The Company is not liable for any loss or other consequences, which can this change, result towards the Customer.

5.7 In case of the transports utilizing the regular lines of the Company the loading units must be ready for handover and released within the terms regulated in the Tariff Amendments of these regular lines and/or in the timetables of the lines issued and updated by the Company. But the following is in principle valid:

- in the terminal Mělník - within 6:00 pm one day before departure of the train for Hamburg / Bremerhaven at the latest;
- in the terminal of the operator other than the Company - within the noon one day before the planned loading at the latest;
- in the port - within 10:00 am one day before train departure at the latest.

The Company realizes all transports to/from the European ports with the FOR term of delivery. Possible deviations from the terms of delivery are notified to the Customer by the Tariff Amendments. Customer and The Company acknowledge and agree, that the Company is not liable for services of 3rd parties (quality, terms etc.) in the Ports and port terminals out of direct control and influence of The Company (especially but not exclusively in Hamburg and Rotterdam) although if these services ordered by The Company in the name of customer, paid or if the Company in any contact to these subject. The Company is not to be blamed or liable for any direct or indirect loss or damage consequential to the delay of performance of these subjects. Regardless of mentioned will compensation of any loss side the Company occurred directly or indirectly as a consequences to the delays of performance of these subjects not exceed a value, which is subject performing the service obliged to compensate towards the Company/the Customer.

5.8 The Customer, having been granted the simplified customs procedure by the customs office for completion of the transit regime, shall hand over one copy of the "Decision on Permission of the Simplified Procedure for the Approved Consignee in the Transit Regime" to the Company. When transporting the loading unit on the tractor (towing vehicle) between the customs office and the place of loading or unloading, the Customer shall place its own seal or another safety device, enabling inspection of whether or not content of the loading unit was handled during such transport. Number of the seal or another method pro protection shall be confirmed by the Customer in the transport certificate or in a special protocol. In case of the import transports for the final consignee in the Czech Republic or in the Slovak Republic transportation of the loading units by own vehicles of the Customer or the Customer's representative can be permitted only provided that the Customer and/or its representative hands over the documents proving the completed customs clearance into the regime of free circulation.

Article 6 **Dangerous Goods and Goods Excluded from Transport**

6.1 Dispatch of the loading unit containing dangerous goods must be preceded by the relevant Customer's notice accompanying the order. If not agreed otherwise by the Company or by the agreement with the Company, the Customer is entitled and obliged to pass such loading unit only on the day of its consignment.

6.2 The loading unit, containing the dangerous goods permitted for transportation, must conform to the national and international legal regulations specified for railway and road transport.

6.3 By handing over such loading unit, the Customer shall (in addition to the duties under Article 5):

- observe the regulations shown in par. 6.2;
- name the goods correctly (pursuant to the special regulations for dangerous goods) in all documents relating to the transport;
- hand over correct "Accident Sheets" and other necessary documents;
- notify and accept the preset or otherwise necessary safety measures.

6.4 After arrival such loading unit must be accepted immediately by the Customer. In case of the intermodal loading unit the transship centre operator is obliged to unload it from the wagon only after the Customer places its vehicle for its acceptance, unless road transport is provided by the Company (on its own vehicle or on the vehicle of any third person).

6.5 The measures which can be adopted in case of failed prompt acceptance of the loading unit with dangerous goods - e.g. lay by on the wagon or on another place, sending back, unloading or destruction (the list is not complete) - shall be carried out at the Customer's costs and risks.

6.6 The Company does not realize transports of the following goods to the Czech Republic and/or to the Slovak Republic:

- ADR/RID, class 1 and class 7, import of cigarettes and tobacco products (with NHM starting by 2402... a 2403...) and tobacco waste (NHM 240130);
- to/from Bremerhaven - veterinary goods, goods of the classes of risk 1, 6.2, 7, flat-rack containers, reefer-type containers with cooled goods and the goods pursuant to the Appendix 44c of the Customs Code (alcohol, ethyl alcohol, cigarettes, sugar, bananas, butter, milk).

The Company provides transport of the highly risky goods (ADR 2005 Agreement), spirits, tobacco products and goods with high value only upon a special agreement with the Customer (i.e. the price) and upon consultation with its safety adviser.

6.7 Another information about the goods excluded from transport or permitted for transport only under certain conditions, irrespective of whether it is dangerous or not, shall be released by the Company at request. A special agreement must be made in advance for the goods permitted for transport under certain conditions.

Article 7 Payment

7.1 Payment for the services granted by the Company is mature within the term shown in the call of the Company, which call will usually be contained on the relevant invoice of the Company, unless agreed otherwise by the parties hereto in writing.

7.2 Each delay in payment results in cancellation of the agreed term of maturity and thus immediate maturity of all due payments, incl. the interest on overdue payment which amounts to 15% p.a. of the due sum. The interest on overdue payment shall be claimed, starting by the first day after the day of maturity of the relevant invoice, provided that the invoice fails to be settled within 10 days (incl.) after the set term of maturity. If the invoice is settled within 10 days after the term of maturity, the claim to the interest on overdue payment ceases to exist.

7.3 In case of delayed payment for over 60 days the Company is also entitled, besides the interest on overdue payment, to the contract penalty at the level of 5% of the due sum. In case of delayed payment for over 120 days the Company is also entitled, besides the interest on overdue payment and the contract penalty pursuant to the preceding phrase, to the contract penalty at the level of 10% of the due sum. In addition to it, the Company is entitled to the indemnity exceeding the total contract penalty level.

7.4 In case of the due sums on the Customer's side any mutual offset or non-payment due to possible counterreceivables (as claimed by the Customer) is excluded, except the Customer's receivables determined by the court, i.e. the already undisputable receivables or except the receivables acknowledged by the Company in writing.

7.5 Exercise of the right of retainer or the right of lien of the Company is governed by the national legislation which shall be applied in conformity with par. 10.3.

7.6 If the Customer asks for annulment of the Contract (carries out cancellation of the transport and/or order) and the Company satisfies its requirement, the Company reserves the right and is entitled to claim settlement of all the costs, expenses and damages arisen to the Company in this connection from the Customer.

7.7 The Company issues and is entitled to issue at any time, cancel or amend special pricelists for the operated regular lines as well as for other services granted in connection with the transport (e.g. storage, handling). By ordering transport to any destination covered by the operated regular lines the Customer accepts and approves both these General Conditions and Terms and the Tariffs and Tariff Amendments for the line in question. By ordering transport to any destination the Customer also accepts and approves the pricelists for other services.

Article 8 **Liability of the Company for Damage**

8.1 Liability of the Company is regulated only and exclusively by the following provisions of this Article.

8.2 The Company is liable for the damage only towards the Customer, namely for loss or damage of the loading unit and for the goods placed inside it, as well as for the damages arisen due to the exceeded term of delivery or due to loss of the documents, except the cases where the damage was caused by the Customer, his instructions, defect on the loading unit or on the goods or by the events which could not be prevented and consequences of which could not be averted.

If the arisen loss or damage was caused partially by the Customer's behaviour or fault or by defect on the loading unit or on the goods, liability of the Company for indemnity is reduced proportionally to the events that led to the damage.

The Company is liable, starting by the day of dispatch of the loading unit; if the loading unit is handed over by the Customer before the day of consignment, the liability commences only on the day of dispatch – after the transship centre is opened. Liability of the Company ends after completion of the Contract pursuant to par. 4.1

8.3 If established that the loss or damage has arisen between the moment of acceptance of the loading unit and its issue by the participating railways, then liability of the Company and its limitation - unless not agreed otherwise by these General Conditions and Terms - is subject to the provisions of the Uniform Legal Regulations for the Contract in International Railway Goods Transport (CIM), representing the Appendix B to the Convention concerning International Carriage by Rail (COTIF), namely in the wording valid at the moment of execution of the Contract.

8.4 Irrespective of CIM provisions the Company is obliged to refund the loss or damage of the loading unit and the goods inside it to 8.33 units of the special rights to withdraw (SRW) as defined by the International Monetary Fund on the day of occurrence of the loss, for each missing or damaged kilogram of gross weight. The total level of refund for loss or damage of the loading unit and the goods inside it is limited by double the price for transport of the loading unit in question.

8.5 If the term of delivery is exceeded for any reason, in case of loss of the documents or in case of breach of other contract duties (except loss and damage) the Company, whether is according to these General conditions obliged, to settle only the precisely defined direct material Customer's damage. In such cases liability of the Company is limited by double the price for transport of the loading unit in question.

The timetables published by the Company are not considered the terms of delivery. The Company is not obliged to carry out transport within the first possible or within any preferable term pursuant to the timetables, if determined. If the Customer's order contains the term of realization of the transport preferred or requested by the Customer, acceptance of the loading unit or acceptance of the order by the Company shall not be understood acceptance of such term. The Company is entitled to realize transport of the loading unit within the term enabled by its capacity, operating or other reasons and events, including situation in the ports and port terminals out of direct control or influence of The Company (mainly but not exclusively in Hamburg and Rotterdam). Customer and The Company explicitly acknowledge, that operational and capacity problems in the ports and port terminals out of direct control and influence of The Company are considered as force majeure and whether such occurred, The Company is not liable for any loss resulting from delayed delivery of the unit (mainly but not exclusively due to exceeded transit period).

The company reserves its right (especially but not exclusively in case of capacity, operational or other reasons and consequences in the ports and port terminals out of direct control and influence of The Company) to change the date of delivery and The Company is not liable for any loss or other consequences, which can this change result towards the Customer.

In case of loss of the documents the Company shall settle the damage only if such loss of documents is attributable to the Company, we are speaking about the documents preset for different official inspections, e.g. customs, veterinary, phytosanitary or the documents for dangerous goods handed over by the Customer for this purpose and accompanying the loading unit.

8.6 If the Company is obliged to indemnify the Customer for partial or full loss or damage, the sum shall be calculated from the value of the loading unit and the goods inside it, valid on the place and at the moment of its handover by the Customer.

8.7 Liability for indirect or consequential damage is excluded; we shall understand in particular: costs for idle time, downtime, impossibility to use the loading unit and the vehicle collecting or distributing the goods, costs for the substitute transport, lost profit, damage arisen from loss of use or delayed use of the transported goods, delayed or discontinued production, loss of goodwill or share in the market.

8.8 Only the Customer and not his representatives can raise the claims for indemnity against the Company that has made the Contract and issued the invoice; and only the Customer can carry out relevant actions connected with court proceedings.

8.9 If the loss or damage, occurred in the period between conclusion and completion of the Contract, results in extra-treaty claims towards the Company, exclusion of liability and limitation of indemnity pursuant to this Article 8 shall also be applied.

8.10 If any subcontractor of the Company caused or is liable for the damage arisen for the Customer and if any limitation of indemnity is applied, based on the relation between the Company and the subcontractor, then - irrespective of the preceding provision - indemnity of the Company towards the Customer shall not exceed the level of indemnity, which the Company is entitled to from the subcontractor.

Article 9 Indemnity

9.1 The Company shall grant indemnity only if the declaration of loss and the relevant claim for indemnity is raised within the terms and in the forms as fixed below and supported by the commercial record pursuant to CIM. Should requirements of this Article and these General Conditions and Terms fail to be fulfilled, each claim towards the Company ceases to exist.

9.2 The declaration of loss must specify the loss precisely and must be submitted to the Company. The claim for indemnity shall also be raised towards the Company.

9.3 If we are speaking about the evident loss or damage, e.g. on customs or other seals and closures of the loading unit, the Customer or his representative must notify the reservations immediately upon handover of the loading unit (under the term "immediately" we shall understand - to avoid any doubt - on the day of handover, within the moment when the loading unit is left by the Company's representative at the latest).

9.4 If we are speaking about the loss or damage which is not evident easily and readily upon acceptance of the loading unit by the Customer, then the Customer or his representative shall

- raise the reservations immediately after the loss or damage is established, in any case within 30 days after handover of the loading unit at the latest,
- enable immediate inspection of the loss or damage by the Company or by its representative,
- submit the notice (in the form other than the written one) by facsimile, telex, wire, express letter or by another available form within the 30 day term shown above, with the registered letter with return receipt mailed immediately afterwards, and attach the commercial record in conformity with CIM,
- collect the complete evidence that the loss or damage took place in the period between execution and completion of the Contract.

9.5 Should the loading unit fail to be delivered within the assumed term, the Customer shall notify this fact immediately and shall ask for investigation in writing (except the case of delay notified by the Company in advance).

9.6 The damages arisen due to the exceeded term of delivery, loss of documents or another breach of the Contract, except loss or damage, shall be notified by the Customer within 5 days after arrival of the loading unit at the latest, otherwise the claim ceases to exist.

9.7 If the declaration of loss under this Article was raised, the Company or its local representative shall show the kind and scope as well as the alleged reason of the damage in the commercial record in conformity with CIM. The record must also be signed by the Customer. In case of discrepancies between the representative of the Company and the Customer each party can initiate (at its own cost) the out-of-court or court collection of the evidence through the expert.

9.8 Each claim for indemnity shall be raised by the Customer in the form of the registered letter with return receipt; the claim must be substantiated and supported by the attached documents (in particular by the commercial record conforming to CIM). Each claim must be raised within 8 months, in the cases under par.

9.6 - within 40 days after the date of execution of the Contract. The representatives shown in par. 1.4 cannot raise their own claims for indemnity.

9.9 If the Customer accepts the loading unit only after completion of the Contract under par. 4.1, he shall raise not only the declaration of loss and the claim for indemnity within the term shown above, but the Customer is also obliged to present the proof that the loss has arisen in the period between execution and completion of the Contract.

Article 10

Final Provisions

10.1 All receivables under the Contract are statute-barred (subject to limitation) one year after its completion, unless determined otherwise by the applicable national legislation or by the international agreements.

10.2 Should the Company and the Customer fail to reach the out-of-court solution of their disputes, all disputes following from or connected with the Contract or its validity shall be decided finally by the Arbitration Court of the Economic Chamber of the Czech Republic and the Agrarian Chamber of the Czech Republic pursuant to its regulations by three arbiters. The Company appoints one arbiter and the Customer also appoints one arbiter. These two arbiters then appoint a third chairing arbiter. Praha is the venue of the arbitration proceedings. Czech language shall be language of the arbitration proceedings.

10.3 Legislation of the country where the Company has its seat shall be the governing law, unless agreed otherwise by the Customer and the Company in writing. The Czech wording is decisive for content of these General Conditions and Terms.

10.4 These General Conditions and Terms come in legal force under the national legislation to be applied pursuant to par. 10.3 above and supersede any former general conditions and terms.

10.5 For completion the Company can determine or agree special conditions with the Customer (in particular the price ones).

The Company is entitled to transfer to the Customer its possible claims for indemnity towards a third person/entity liable for the damage.

10.6 Should any article, paragraph or any part of them become ineffective or invalid, all other provisions of these General Conditions and Terms remain valid.

