

Terms and Conditions of Carriage of Antwell Group s.r.o. for Carriers

1. Legal System

1.1.

Legal relations under a contract of carriage concluded between **Antwell Group s.r.o., Company ID No.: 271 78 099, with its registered office at Vodárenská 732, Lobeček, 278 01 Kralupy nad Vltavou, incorporated in the Commercial Register kept by the Municipal Court in Prague under File No. C 102238** (hereinafter referred to as “AWG”), as the consignor, on the one hand, and the carrier, on the other hand, which are not otherwise expressly regulated in the contract of carriage or these Terms and Conditions of Carriage, shall be governed as follows: in international road freight transport, i.e., where the place of takeover of the consignment and the intended place of delivery are in two different States, at least one of which is a Contracting State to the Convention, by the CMR Convention (Decree of the Minister of Foreign Affairs No. 11/1975 Coll., on the Convention on the Contract for the International Carriage of Goods by Road, as amended); in matters not covered by the Convention, by the Civil Code (Act No. 89/2012 Coll.); and, in domestic road freight transport, the legal relations arising from the contract of carriage between AWG as the consignor, on the one hand, and the carrier, on the other hand, shall be governed by the Civil Code (Act No. 89/2012 Coll.) and the provisions of Section 9a of Act No. 111/1994 Coll., on road transport, as amended.

1.2.

The provisions of the General Terms and Conditions of Carriage of the ČESMAD BOHEMIA Association of Motor Carriers, available at <https://info.odoprave.cz/vseobecne-prepravni-podminky>, as amended, shall apply to the relations arising from the contract of carriage which are not otherwise expressly regulated in the contract of carriage, these Terms and Conditions of Carriage or the legal regulations referred to in paragraph 1.1. Any deviating or supplementary arrangements may be agreed by the parties in the contract of carriage. In assessing the obligations and rights of the parties to the contract of carriage, account shall also be taken of the practices of international and domestic road freight transport and of the practices in the performance of contracts of carriage between AWG and the carrier who has entered into the contract of carriage.

1.3.

The scope of the compensation for damage caused by the carrier is governed by the mandatory provisions of the CMR Convention (in international road freight transport) and the provisions of Section 9a of Act No. 111/1994 Coll., on road transport, as amended (in domestic road freight transport), and, as underlying law, by the Civil Code (Act No. 89/2012 Coll.).

The scope of the compensation for damage caused by AWG is limited to a maximum of ten times the agreed freight charge, unless the damage was caused by AWG intentionally or through gross negligence (Section 2898 of the Civil Code).

2. Conclusion of a Contract of Carriage

2.1.

A contract of carriage between AWG as the consignor, on the one hand, and the carrier on the other hand is concluded on the basis of a written confirmation of the order (offer of a contract of carriage) by the carrier, provided that the carrier **confirms the order of carriage in writing within 2 hours** of its receipt from AWG. After the lapse of that time limit, AWG is not bound by that offer of a contract of carriage, but may accept late written confirmation thereof by the carrier.

If the order of carriage together with the carrier's confirmation contains any changes or additions, it is deemed a new proposal for a modified contract of carriage by the carrier, which requires AWG's confirmation to be valid. If the carrier does not confirm AWG's order of carriage but brings a vehicle for loading or acts in such a way that there is no doubt that it intends to carry out the carriage and AWG does not communicate its disagreement with the carriage in accordance with the provisions of paragraph 2.2 of these Terms and Conditions, then the contract of carriage is deemed concluded in accordance with AWG's order of carriage and these Terms and Conditions. By concluding a contract of carriage, the carrier also confirms that it has been duly informed of all rights and obligations arising from Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), and undertakes to comply with its obligations arising therefrom.

2.2.

AWG may also accept the conclusion of a contract of carriage in case the carrier has not confirmed the order of carriage in writing within the time limit referred to in paragraph 2.1, but has brought the vehicle for loading or has acted in some other way which makes it unquestionably clear that the carrier wishes to fulfil the order of carriage. In the event that AWG does not accept such implicit conclusion of the contract of carriage for operational reasons, the carrier shall not be entitled to any reimbursement of the costs incurred in connection with the bringing of the vehicle for loading for the carriage the order of which has not been confirmed in writing by the carrier to AWG within the time limit referred to in paragraph 2.1.

2.3.

The core obligation of the carrier is to execute the carriage of goods according to the terms of the contract of carriage with all due and professional care and diligence so that the consignment is taken over on the agreed date of loading for carriage by an operationally and technically suitable vehicle and, after the carriage has been executed within the agreed or reasonable time, is delivered to the authorised consignee in an intact condition in terms of quality and quantity. If necessary, the carrier is obliged to request from AWG additional information to the order of carriage so that the carrier can, with all due and professional care and diligence, provide a technically and operationally suitable vehicle corresponding to the parameters of the carriage of a specific consignment, determine the optimal route, its timing and safe parking, together with the arrival at the unloading site during the working hours of the consignee, etc.

2.4.

The carrier is obliged to fulfil its obligations under the contract of carriage in person. The carrier is entitled to delegate the performance of its carriage obligations to another person/entity, e.g., to a subcontracted sub-carrier, only with the prior written consent of AWG. Any unauthorised entrustment of a consignment to a sub-carrier for carriage entitles AWG to claim a contractual penalty against the carrier in the amount of ten times the agreed freight charge and, in the event of damage to the consignment during the time the consignment was in the care of a third party without the prior written consent of AWG, a contractual penalty equalling the damage to the consignment. AWG's right to a contractual penalty is without prejudice to AWG's right to damages.

3. Liability Insurance of the Carrier

3.1.

The carrier is obliged to have **valid liability insurance** of an international road carrier before the commencement of the carriage and during the performance of the contract of carriage as follows:

the scope of the agreed insurance cover to include not only the carrier's liability for loss or damage (or depreciation) or late delivery of the consignment at least up to the amount of the carrier's compensation obligation according to the limit under Article 23(3) of the CMR Convention, but also insurance for theft of the consignment, or avoidable theft, and insurance for the so-called higher value of the consignment according to Article 24 of the CMR Convention, if an increase in the value of the consignment was agreed in the contract of carriage between the carrier and AWG.

3.2.

The carrier is also obliged to have liability insurance cover for other activities to which the carrier commits itself in the contract of carriage, such as storage and operational intermediate storage of the consignment, cash on delivery, loading and unloading, temperature-controlled carriage, carriage of used goods, etc.

3.3.

If the carrier has a sum insured for one and all damages under liability insurance, the carrier is obliged to maintain that sum insured corresponding at least to the limit of the carrier's compensation obligation under Article 23(3) of the CMR Convention for each consignment and each carriage.

3.4.

At the initiative of AWG, the carrier must at any time provide evidence of the material scope and sum insured of its liability insurance and the validity and effectiveness of the insurance.

3.5.

In the event that the carrier does not have valid liability insurance in the required material scope, a contractual penalty of 100 % of the carrier's compensation obligation for any detected damage is agreed. AWG's right to a contractual penalty is without prejudice to AWG's right to damages.

4. Technical and Operational Standards and Fitness of Personnel of the Carrier

4.1.

The carrier is obliged to provide a technically suitable vehicle for carriage, which is also operationally fit for the safe transport of the entrusted consignment.

4.2.

The carrier is obliged to have at the loading site the necessary securing materials and aids appropriate to the nature of the consignment to be transported so that the cargo is fixed on the vehicle surface both with regard to the protection of the physical integrity of the consignment and with regard to road safety (e.g., intact and sufficiently sized holding devices, wedges, spreader bars, anti-slip pads, etc.).

4.3.

The carrier is also obliged to carefully select competent driving staff and to provide the vehicle crew with demonstrable instruction in international and domestic road freight transport working procedures and the carrier's liability, and in particular to impose special and preventive duties and procedures on the vehicle crew in the case of the carriage of sensitive and high-value goods which are also at risk of theft, fraud and embezzlement.

5. Consignment Takeover – Checks at Loading

5.1.

The vehicle crew is obliged to be present at the loading and to carry out a check of the apparent condition of the consignment, its packaging, the safe placement and fixing of the consignment on the vehicle as well as the correctness of the information in the CMR consignment note as regards the quantity of items in the consignment and the marking of the consignment in accordance with the provisions of Article 8 of the CMR Convention. The carrier (vehicle driver) shall proceed similarly also in domestic road transport.

5.2.

If the crew is not allowed to load and check the consignment, they must immediately inform their employer/authorised supervisor, request their instructions or intervention with the consignor, and make a note of this in the CMR consignment note, unless a remedy has been immediately agreed upon by the consignor.

The carrier (vehicle driver) shall proceed similarly also in domestic road transport.

5.3.

The vehicle crew is obliged to warn the consignor of any recognisable defect in the packaging /

packing or loading of the consignment for carriage and any apparent incorrectness of the information given in the CMR consignment note, as well as any apparent circumstances during loading which could cause damage to the cargo to be transported or endanger road safety. In the event that

the vehicle crew recognises such a defect in the packaging or loading of the consignment on the vehicle that there is an obvious risk of damage to the consignment or a danger to road safety, then the vehicle crew is obliged to demand remedy from the consignor, and if the consignor does not comply with the carrier's demand, the carrier must not commence such carriage.

The carrier shall also make a written objection in the CMR consignment note and inform AWG without delay. The carrier (vehicle driver) shall proceed similarly also in domestic road transport.

6. Carrier's Obligation to Provide Information and Perform Checks

6.1.

The carrier is obliged to keep AWG informed of the proper course of the carriage (exact date of loading, customs clearance, unloading, etc.) and of any failures or obstacles to the proper execution of the contract of carriage, at all times after the vehicle has been brought for loading, during loading, during transport and after the vehicle has been delivered for unloading.

6.2.

The carrier is obliged to carry out so-called section checks of the apparent condition of the consignment whenever the consignment is handled during carriage, and to regularly check the intact condition, locks, seals etc. of the loaded vehicle when it is parked.

7. Accompanying Documents – CMR Consignment Note

The vehicle crew is obliged to check the condition and completeness of the accompanying documents required for the carriage at the loading site, and in particular the proper completion of the CMR consignment note – if the CMR consignment note was completed by the actual consignor at the loading site.

If the CMR consignment note is filled in by the carrier, the carrier is responsible for its proper completion at least in the scope of all important items, i.e., legible identification of the consignor and consignee, place of loading and place of unloading, quantity, description and type of the consignment to be transported and its packaging, its gross weight, date of issue of the CMR consignment note, date and place of takeover of the consignment, and legible identification of the carrier and consignor together with their signatures.

The carrier shall pay special attention to the acknowledgement of receipt of the consignment; i.e., the consignee shall legibly indicate their name/company (stamp) and attach the date of receipt and signature. Unconditional, legible confirmation of receipt of the consignment by the consignee in the CMR consignment note is proof of the proper performance and completion of the carriage and a precondition for the establishment of the carrier's right to reimbursement of the agreed freight charge.

Similarly, the carrier (vehicle driver) must fill in and check the accompanying documents for domestic road transport. Carrying out domestic transport without a consignment note (i.e., only with delivery notes or similar) is not permitted.

8. Obligations and Rights During Carriage

8.1.

Nothing may be attached to the cargo nor may the consignment be transferred to another vehicle without the consent of AWG.

8.2.

AWG is entitled to demand that the carriage be interrupted and the consignment returned to it or otherwise dealt with until the consignment is released by the carrier to the consignee. AWG shall reimburse the carrier for the proven or reasonable or customary costs associated with such a procedure.

8.3.

The carrier shall ensure that its personnel comply with all internal guidelines and instructions of AWG when present within the premises of AWG or the premises of the actual consignor or consignee.

8.4.

The carrier is obliged to choose preferably guarded parking lots when parking vehicles with cargo, and if such parking lots are not available, to park exclusively in public, frequented parking lots, usually connected to petrol stations, which are designed for parking trucks, well lit and monitored by a CCTV system.

8.5.

The carrier's vehicle crew may leave the loaded vehicle only when fulfilling the necessary hygiene and catering needs and to perform the necessary actions directly related to the specific carriage (e.g., customs clearance, landing for unloading, etc.) and only for the minimum necessary period of time. In the case of carriage of sensitive, high-value goods, the carrier is obliged to comply with the following precautions and measures (see paragraph 12).

8.6.

In the event that the anticipated arrival at the unloading site is outside the consignee's working hours, the carrier must immediately discuss with the consignee either the safe parking of the loaded vehicle on the consignee's premises or the presence of an unloading crew at its own expense or the parking of the loaded vehicle in a parking lot meeting the above safety parameters.

9. Carrier's Participation in Unloading

9.1.

The carrier, or, the vehicle crew shall be present at the unloading so that the carrier can monitor the condition of the consignment at the unloading and so that any damage to the consignment or any quantity discrepancy with the information in the CMR consignment note or similar accompanying document in domestic transport can be duly established with the consignee. If the vehicle crew is not allowed to be present at the unloading, paragraph 5.2 of these Terms and Conditions shall apply mutatis mutandis. The carrier (vehicle driver) shall proceed similarly also in domestic road transport.

9.2.

The carrier is obliged to make every effort to have the condition of the consignment objectively and impartially determined at the unloading, especially if the consignment or packaging shows damage or loss. For this purpose, the carrier will provide photographic documentation, among other things.

9.3.

As part of the joint inspection of the condition of the consignment and its packaging upon unloading, the vehicle crew shall not sign or otherwise acknowledge any documents which they do not understand in terms of substance or language and shall not confirm the extent of damage to the consignment or packaging in terms of substance and value, if such findings or data exceed the professional knowledge and practical ability or experience of the vehicle crew to verify such data at the place and time of unloading.

10. Freight Charge

10.1.

The freight charge is the carrier's contractual price for the complete, error-free performance of the carriage in accordance with the contract of carriage and includes all expenses of the carrier, unless otherwise agreed in the contract of carriage with AWG. The price and other value data in the order of carriage is exclusive of VAT.

10.2.

The right to the freight charge shall arise for the carrier upon proper performance of the carriage and delivery of the consignment to the authorised consignee on the basis of the consignee's unconditional confirmation of acceptance of the consignment in the CMR consignment note and the presentation of 2 copies of the confirmed original CMR consignment notes together with a duly executed invoice – tax document, unless the presentation of other documents or papers is agreed between AWG and the carrier. The same applies to the accompanying document (consignment note) in domestic transport. All the above documents must be delivered by the carrier to AWG within 10 working days after the completion of international transport and within 5 working days after the completion of domestic transport.

10.3.

Freight charges are payable 60 days from the delivery of the documents in accordance with paragraph 10.2 of these AWG Terms and Conditions, with payment of the freight charge to be made by AWG on Wednesday of the calendar week in which the freight charge is due. The carrier does not consider this payment condition to be grossly unfair to itself and does not consider itself to be the weaker party.

11.

Downtime Charges

Downtime not caused by the carrier and duly proven by the carrier as to cause and extent shall be without compensation for up to 24 hours. For downtime exceeding that period, the carrier is entitled to compensation at the flat rate of CZK 5,000/1 day. Downtime on Saturdays, Sundays and public holidays is not compensated. Downtime is an impediment to the performance of the contract of carriage, which is subject to the carrier's obligation to provide information under the provisions of paragraph 6.1 of these Terms and Conditions of Carriage.

12.

Payment of Obligations in a Foreign Currency

Payment of obligations in a foreign currency by a supplier established in the Czech Republic must be made exclusively to a bank account held with a banking institution established in the Czech Republic.

13. Special Conditions for the Carriage of Sensitive Goods

13.1.

Sensitive goods shall be deemed to be high-value consignments (i.e., any consignment the value of which exceeds CZK 5 million/vehicle; in the case of carriage of LTL consignments, if the consignment's value exceeds the multiple of CZK 300 x 1 kg of the goods being transported), which are also at high risk of theft, embezzlement, fraud, etc. These goods are usually easily marketable on the black market or are attractive to organised crime groups (e.g., tobacco products, alcohol, electronics, automotive components, household appliances, cosmetics, jewellery, costume jewellery, precious metals, ferro-alloys, branded clothing, footwear, antiques, etc.).

13.2.

The carrier confirms that it is fully professionally competent to ensure an adequate standard of security measures and procedures to minimise the risk of theft, embezzlement or fraud on the consignment of sensitive goods received.

13.3.

For the carriage of sensitive goods (consignments), the carrier has the following obligations:

- a) It is necessary to bindingly determine the route of the carriage and its timetable with designated parking places and the expected time of arrival at the unloading site so that the vehicle is at the unloading site during normal working hours or at a time specially agreed

with the consignee without the need to park the loaded vehicle until the following day (alternatively, it is permissible to park the loaded vehicle in the consignee's guarded premises or in a guarded parking lot).

- b) The route and its timetable must be determined by the carrier taking into account any detectable obstacles in the course of the carriage, such as announced traffic jams, travel bans, announced weather changes such as heavy rain, snowfall, etc.
- c) If professional protection of the consignment is required, provide a two-man vehicle crew or a convoy or escort.
- d) Entrust the carriage of sensitive goods exclusively to a vehicle crew selected from among proven, reliable, vetted and trained drivers.
- e) Demonstrably familiarise the vehicle crew with the subject of the carriage, the nature and risks of the sensitive consignment being transported, the route schedule, security and parking instructions, etc.
- f) The vehicle crew must be briefed on the procedures in the event of any emergency or incident during the carriage of sensitive goods, including telephone contacts and the provision of a working telephone for continuous communication with their dispatch centre or AWG.
- g) The vehicle crew is forbidden any unplanned interruption of the journey, deviation from the established route and parking in an undesignated parking lot, except for completely extraordinary situations, which the vehicle crew is obliged to immediately report to the dispatcher by phone.
- h) It is forbidden for the vehicle crew to inform any other person about the nature of the consignment, the date of the carriage, the journey timetable, etc.
- i) The vehicle crew must not stop for any strangers, except for police and customs authorities, take any hitchhikers or allow strangers into the cabin or cargo area of the vehicle.
- j) The vehicle crew must lock the vehicle whenever it is unavoidable to leave the vehicle and limit their absence to the time necessary to ensure hygiene and catering needs, or to perform tasks related to road checks, customs procedures, unloading, etc.

14. Non-Competition Clause

14.1.

The carrier undertakes to protect the business interests of AWG in the performance of the contracts of carriage and is aware of the prohibition of competitive behaviour to the detriment of AWG.

14.2.

In the event of a breach of the non-competition clause to the detriment of AWG, a contractual penalty of twenty times the agreed freight charge is agreed; in addition to this contractual penalty, AWG is also entitled to compensation for any damage incurred in connection with the breach of the non-competition clause.

15. Contractual Penalties

15.1.

AWG shall further be entitled to apply contractual penalties in the following cases of breach of the contract of carriage or these Terms and Conditions of Carriage:

- a) failure to observe the date and time of loading,
- b) failure to inspect the consignment at the loading site, even though this was not prevented by an obstacle on the part of the consignor,
- c) a breach by the carrier of its obligation to provide information and perform checks under paragraph 6 of these Terms and Conditions,
- d) leaving the CMR consignment note or similar accompanying document in domestic transport without completing the essential particulars in accordance with the provisions of paragraph 7 of these Terms and Conditions,
- e) unauthorised addition of items to the consignment or transfer of the consignment to another vehicle,
- f) failure to submit the duly completed documents and the tax document within the time limit specified in paragraph 10.2 of these Terms and Conditions,
- g) bringing a technically or operationally unsuitable vehicle for carriage,
- h) failure to observe the date and time of unloading.

15.2.

In the event of a breach of the contract of carriage or the Terms and Conditions of Carriage as referred to in paragraph 15.1 of these Terms and Conditions, the contractual penalty shall correspond to the amount of the agreed freight charge; in addition to the contractual penalty, AWG shall be entitled to compensation for any damage arising from the breach of the contractual obligation to which the contractual penalty pertains.

16. Set-Off and Prohibition of Assignment of Receivables

Any issued or payable invoices (or existing receivables), issued by any carrier (supplier) to any AWG Group company, may not be assigned to any third party without the direct written consent of AWG's Managing Director or his/her authorised representative.

Any company in the AWG Group may mutually set off any receivable which it has from any carrier (supplier) and which is directed against any other company in the AWG Group.

17. Dispute Resolution, Jurisdiction of Courts

Any disputes between AWG and the carrier arising from the contracts of carriage which cannot be settled amicably shall be decided by the courts of the Czech Republic; for this purpose, the following territorial jurisdiction of the court of first instance has been agreed between AWG and the carrier in accordance with Section 89a of Act No. 99/1963 Coll., the Civil Procedure Code, and in accordance with Article 31 of the CMR Convention:

All disputes arising out of the contracts of carriage between AWG and the carrier (of which these Terms and Conditions of Carriage are an integral part) shall be decided in the first instance by the District Court of Prague-West; in case a regional court has jurisdiction in the first instance according to generally binding legal regulations, by the competent Regional Court in Prague.

Disputes arising from road freight transport shall be decided by the court in accordance with the arrangements and legal regulations referred to in paragraph 1.1 and the provisions of the General Terms and Conditions of Carriage of the ČESMAD BOHEMIA Association of Motor Carriers, as amended.

These Terms and Conditions of Carriage of AWG are valid from 1 June 2025.