

# **Masek Transports General Terms and Conditions**

Valid for Masek Transporte (3664 Martinsberg, AT) and Jaromir Masek Transport (61400 Brno, CZ)

Unless otherwise specified below, we, Masek Transports (hereinafter referred to as the Client), work exclusively on the basis of the Convention on the Contract for the International Carriage of Goods by Road (CMR) and the General Czech and Austrian Forwarding Conditions (AÖSp) - depending on the client's headquarters.

Terms and conditions that contradict or supplement our General Terms and Conditions contractual partners do not become part of the contract even if we do not expressly object to them. Deviations from our terms and conditions require our express written confirmation in any case.

## **1. Prices, dates, cancellation fees**

By spot loads are expressly all-inclusive spot prices, i.e. toll, fuel and other surcharges are included.

The prices stated in the transport order or the customer's offer are fixed prices. Verifiable cancellations by the customer release the customer from paying downtime costs or other compensation. 24 hours free demurrage at the loading and unloading point is agreed.

All dates are fixed dates. In the event of delays or other deviations from the agreed transport order, the client must be informed immediately and in writing, stating the reason. The contractor is fully liable for delays in delivery.

The contractor is obliged to inform the client about the current status, i.e. at least: arrival time to the loading point, loaded, arrival time to the unloading point, unloaded. If this obligation is not complied with, in particular if the customer issues a warning to the contractor, a fee of €25 will be charged, which will be automatically deducted from the freight.

A penalty of € 150 is agreed for early or late delivery outside of the date or time frame specified in the transport order, even without proof of specific damage.

Cancellation of the vehicle within 24 hours before the loading date, or if the vehicle is not brought for loading at the agreed time, is subject to a penalty of € 300,- plus all additional costs.

## **2. Payment**

The term of payment is 45 or 60 days (depending on the head office of the client) after receipt of your freight invoice and confirmed delivery note.

It is expressly agreed that the client can offset against all claims of the contractor. The contractor cannot offset any claims and expressly waives the exercise of any lien on the goods.

Send the transport documents and invoice by e-mail to the e-mail address specified in our order within 7 days. We will contact you if we would need originals. In case of delay, a fee of 15 € will be charged, which will be automatically deducted from the freight. The term of payment can then be extended by 30 days.

NEVER send documents by Priority Mail, otherwise a fee of €15 will be charged, which will be automatically deducted from the freight.

### **3. Insurance, Liability**

It is assumed that the contractor has taken out CMR insurance with a maximum liability limit of at least €200,000.00 without a deductible and that the prescription according to the policy has been paid in.

The contractor must provide a confirmation of the insurance before the transport is carried out, otherwise the client is entitled to take out CMR insurance for a deduction of 4% from the freight rate, regardless of the occurrence of damage.

### **4. Permits, customs documents, security regulations**

It is agreed that the employees, in particular the vehicle drivers of the contractor or those commissioned by him, have all the relevant permits. The contractor is directly liable for damages resulting from the violation of this clause, in particular also towards third parties, and holds the client harmless and harmless.

Only drivers who comply with the statutory regulations may be used to carry out the transport regulations of the states concerned, in particular the regulations on the employment of foreigners, are entitled to carry out the transport.

The contractor undertakes to check customs documents for correctness and completeness. The presentation of goods at the EU external borders or the responsible inland customs office must be confirmed in writing by the contractor, who is fully liable for the proper presentation and clearance.

It is the contractor's responsibility to ensure that only vehicles, technical facilities and other equipment that are in perfect condition and suitable for the respective order are used, that the necessary permits for the execution of the order are available and that the requirements of the authorities are complied with.

The contractor must ensure that loaded vehicles and their trailers are only parked in a guarded car park, customs yard, etc. or on a secure (fenced and adequately guarded) company premises whenever they are parked.

### **5. Loading equipment, load securing equipment, loading and unloading**

Loading equipment must generally be exchanged until further notice and this must be clearly noted on the consignment note or pallet note. For each pallet that is not confirmed = not exchanged, EUR 15.00 net and an administration fee of EUR 20.00 net will be charged or deducted from the freight invoice.

You are obliged to properly secure the goods you have loaded with belts/tensioning slats to be provided by you. The driver is to be instructed to check the strength of the safety device while driving and to improve it if necessary. In the case of partial discharges, the driver may have to supplement the fuse. The carrier is responsible for the proper stowage and securing of the goods on the vehicle and for ensuring that the loading is safe for traffic.

There is a ban on over- and reloading. The contractor is independently liable for overloading of any kind and indemnifies and holds the client harmless in this regard.

The order may not be passed on to third parties without the knowledge and consent of the client.

The goods may only be unloaded at the recipient address or delivery address specified in the bill of lading. Changes may only be made with the express approval of the client. If the details in the bill of lading deviate from the order, this must be communicated to the client in writing before execution.

The loading area must be clean, there may be no pallets or other goods on the loading area.

Furthermore, it is agreed that (unless otherwise noted in the transport order) at least 15 belts (500 daN each with 5 t tensile force), at least 30 plastic edge protectors, 2 tensioning slats and sufficient anti-slip mats (approx. 60 pieces) are available for the entire vehicle floor and these are also used.

Driver's safety equipment such as helmet, goggles, safety shoes, safety vest, etc. is required.

Any load securing material made available at the loading point, such as tension belts, wooden supports, edge protectors, etc., will be charged on by the customer to the contractor and deducted from the freight claims plus an administration fee of EUR 20.00 net.

Furthermore, we assume that the vehicle used can be loaded from both sides as well as from above via a sliding roof and can be monitored via GPS tracking.

Number of pieces and weight control by the driver are mandatory.

The driver is obliged to assist with loading and unloading and, if necessary, to drive a pallet truck and align the pallets on the truck.

## **6. Clients Protection**

Strict customer protection in favor of the client and neutrality are considered agreed. For violations of customer protection by the contractor, a damage-independent penalty of 10 times the freight price is agreed, which can be deducted from open freight invoices.

The unauthorized contacting of the loading or unloading point also represents a violation of client protection. Queries are to be directed exclusively to the client.

## **7. Claims**

The contractor must immediately notify the client and his own insurer in writing of every case of damage or claims for compensation raised against him, make a note on the bill of lading and in the case of every damage that is expected to exceed the amount of EUR 500 or the amount of which cannot be reliably estimated, immediately instruct the responsible inspector, who may be asked by the insurer, to assess the damage and to follow his instructions.

The contractor must ensure that the damage is averted and reduced, instructions from the to obtain and follow the client, to provide complete and truthful information and to obtain and submit the damage reports and damage documents required by the insurer, as well as to protect claims for recourse against third parties and to observe the complaint deadlines.

We reserve the right to charge EUR 350 per case of damage for the administrative effort incurred on our part and the contractor agrees that claims from this title can be offset against ongoing freight claims.

#### **8. Minimum Wage Act (MiLoG)**

With the entry into force of the MiLoG on January 1st, 2015, with regard to the use of performance and contractual partners (e.g. subcontractors in the transport sector) have stricter liability conditions.

Contracting logistics/forwarding companies are responsible, among other things, for ensuring that the subcontractors used pay their employees the uniform statutory minimum wage. If this obligation is violated, the contracting freight forwarder/logistician is liable as a guarantor for the back pay of social security contributions and can also be fined.

By accepting the order, the contractor confirms that with effect from 01.01.2015 he will pay his employees at least the statutory minimum wage if he carries out transport and makes the corresponding payment on the due date agreed with the employee, but no later than on the last bank working day of the month following the month in which the work was performed.

The contractor declares to ensure and monitor in a suitable manner that subcontractors and lenders, which he has to carefully select, comply with the obligation of the MiLoG.

The contractor undertakes to fully comply with all provisions and reporting obligations of the MiLoG and to provide the client with appropriate evidence of this to the publishers. Furthermore, he undertakes to indemnify and hold the client harmless from claims by third parties (wage earners, social insurance carriers, financial and fine authorities, etc.) in connection with the MiLoG and agrees that claims from this title can be offset against current freight claims.

#### **9. Choice of Law, Place of Jurisdiction**

The validity of Austrian or Czech substantive law is agreed, excluding the UN sales law. The contract language is German / Czech - depending on the head office of the client.

Place of taxable supply is A-3910 Zwettl / or CZ 60200 Brno, depending on the client's headquarters.

The contracting parties expressly agree on the international jurisdiction of Austria and, in accordance with Art. 31 Para. 1 CMR, the jurisdiction of the District Court A-3910 Zwettl or CZ 60200 Brno, or for amounts in dispute over EUR 15,000.00, the jurisdiction of the Regional Court A-3910 Zwettl, or CZ 60200 Brno, depending on the headquarters of the client.

#### **10. Miscellaneous:**

All agreements must be in writing in order to be valid. Any conflicting earlier agreements between the contracting parties shall become invalid or be replaced by this confirmation of order.

These general terms and conditions are also binding without counter-confirmation and by executing the order, the contractor confirms that he has read and agreed to the terms and conditions.