

Transport Terms and Conditions of O.K. Trans Praha spol. s r.o. for Carriers

1. Legal Regime

- 1.1. Legal relations arising from a transport contract concluded between **O.K. Trans Praha spol. s r.o.** – **as the sender** or the **transport client** (hereinafter “OKT”) – **and the carrier** are governed in international road freight transport by Czech law, i.e. primarily by the CMR Convention (Decree No. 11/1975 Coll., as amended), and in matters not covered by the Convention by the Civil Code (Act No. 89/2012 Coll.), whereas in domestic road freight transport the legal relations arising from a transport contract between OKT and the carrier are governed by the Civil Code (Act No. 89/2012 Coll.) and Section 9a of Act No. 111/1994 Coll. on road transport, as amended.
- 1.2. The relations resulting from a transport contract not set out by the legislation specified in para. 1.1 and these terms and conditions are covered by the General Terms and Conditions of Transport of the Association of Road Carriers ČESMAD BOHEMIA available at <http://www.prodopravce.cz/vseobecne-prepravni-podminky-cesmad-bohemia> or <http://www.cesmad.info>, as amended. Deviating or supplementary provisions may be agreed in these GTC or directly in a transport contract. When assessing the obligations and rights of the parties to the transport contract, account will also be taken of the practices in the field of international and domestic road freight transport and the practices in the performance of transport contracts between OKT and the carrier that concluded the transport contract.
- 1.3. The scope of the carrier's compensation for damages is governed by the mandatory provisions of the CMR Convention (in international road freight transport), Section 9a of Act No. 111/1994 Coll., on road transport, as amended, (in domestic road freight transport) and, where appropriate, also by the Civil Code (Act No. 89/2012 Coll.). The scope of the carrier's compensation duty within the meaning of Article 23(3) of the CMR Convention is limited to a maximum amount corresponding to XDR 8.33 x the gross weight of the shipment, and OKT's compensation duty for damage under its liability to the carrier is contractually limited to 1,000 times an XDR (the rate of the CNB's special drawing rights with the IMF on the date of loading), unless the damage was caused intentionally or through gross negligence within the meaning of Article 29 of the CMR Convention or Section 2898 of the Civil Code.
- 1.4. The parties agree that the contractual penalty provisions in these GTC may also be accepted by the carrier by implication within the meaning of subsection 2.1 of these GTC. Unless otherwise stated, the contractual penalty arrangements do not affect the carrier's duty to compensate OKT for damages incurred.
- 1.5. Communication between OKT and the carrier will preferably take place electronically, unless the parties agree otherwise. OKT sends messages or documents to the carrier to the email address notified by the carrier or to the email address used by the carrier in its communication with OKT. An email sent by OKT to such carrier's email address is deemed to have been received and read on the date it is sent to OKT and the carrier guarantees to OKT the operability of such electronic communication with the carrier.

2. Conclusion of Transport Contract

- 2.1. The transport contract between OKT and the carrier is concluded based on a written confirmation of the transport order by the carrier, if the carrier **confirms the transport order in writing within 2 hours** of its receipt from OKT. After the expiration of this period, OKT is not bound by the offer of a transport contract, but OKT may subsequently accept a late confirmation of the order by the carrier, either expressly or by implied action of OKT.

If the transport order together with the carrier's confirmation contains any changes or additions, it is a proposal for a modified transport contract by the carrier, which requires written confirmation of acceptance of the proposed modifications by OKT to be valid. If the carrier does not confirm the transport order to OKT, but starts to act in accordance with the OKT transport order, e.g. it communicates the vehicle's registration number or the vehicle arrives for loading – then there is no doubt that the transport contract is concluded in accordance with the OKT transport order and these terms and conditions.

By concluding the transport contract, the carrier also confirms that it has been duly informed of all rights and duties 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 duties arising therefrom.

- 2.2. The carrier is not entitled to compensation for costs incurred in connection with the arrival of the vehicle for loading in the case of a transport for which the OKT order is not confirmed in writing by the carrier within the time limit pursuant to paragraph 2.1, as the transport contract is not deemed to have been concluded.
- 2.3. The carrier's basic obligation is to transport the goods pursuant to the terms and conditions of the transport contract with all professional care so that the shipment is taken over on the agreed date of loading for transport by an operationally and technically capable vehicle and, after the transport has been carried out within the agreed or a reasonable time, is delivered to the authorised consignee intact, in the correct quality and in the correct amount.
If necessary, the carrier is obliged to request additional information from OKT for the transport order, so that the carrier can, with all professional care, send a technically and operationally capable vehicle for transport corresponding to the parameters for the transport of a specific shipment, determine the optimal route, its timing and safe parking, together with arrival for unloading during the working hours of the shipment's consignee, etc.
- 2.4. The carrier is not entitled to perform the transport contract concluded with OKT through a third party, i.e. a sub-carrier. If the carrier breaches this duty, it is obliged to pay OKT a contractual penalty of ten times the agreed shipment fee.

3. Carrier's Liability Insurance

- 3.1. The carrier is obliged to have **valid liability insurance** for an international road carrier concluded prior to the commencement of the transport and during the performance of the transport contract, so that the material scope of the agreed insurance cover includes not only the carrier's liability for loss or damage (or impairment) up to the amount of the carrier's compensation duty pursuant to the limit in Art. 23(3) of the CMR Convention, including the transport of used machinery or equipment and the transport of a shipment of a special nature, but also insurance against theft of the shipment, or avoidable theft, and insurance of a "higher value" of a shipment pursuant to Article 24 of the CMR Convention – if the increase in the value of the shipment is agreed in the transport contract between the carrier and OKT.
- 3.2. The carrier is also obliged to have liability insurance cover for other activities it undertakes to perform in the transport contract, such as storage and operational intermediate storage of the shipment, collection of cash on delivery, loading or unloading, temperature-controlled transport or transport of used goods, etc.
- 3.3. If the carrier has a sum insured for one and all damages agreed under liability insurance, it is obliged to maintain the sum insured corresponding to the minimum limit of the carrier's compensation duty

pursuant to Article 23(3) of the CMR Convention for each shipment and each transport.

- 3.4. At OKT's request, the carrier must, at any time, prove the material scope and sum insured of its liability insurance and its validity and effectiveness.
- 3.5. In the event that the carrier does not have valid liability insurance in the required material scope, a contractual penalty of ten times the agreed shipment fee is agreed for each transport contract where the carrier breaches this duty.

4. Technical-operational and Personnel Competence of the Carrier

- 4.1. The carrier is obliged to provide a technically fit and suitable vehicle for transport that is also operationally capable of safely transporting the type of shipment entrusted to it. The carrier is obliged to select a suitable route for the transport of the shipment entrusted to it by OKT in order to minimise the ordinary risks of transport and to ensure the security of the shipment during parking, including the selection of suitable secure parking areas. The carrier is obliged to provide the vehicle's crew with all mandatory documents for the proper transport of the entrusted shipment, including a certificate of mandatory registration of the shipment, vehicle or crew, if required by legal regulations.
- 4.2. The carrier is obliged to have the necessary safety materials and aids appropriate to the nature of the shipment to be transported during loading, so that the load is fixed on the vehicle's surface both with regard to the protection of the physical integrity of the shipment and with regard to road safety (e.g. intact and sufficiently sized straps, 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, preventive duties and procedures on the vehicle crew in the case of the carriage of sensitive and high-value goods that are also at risk of theft, fraud and embezzlement. The carrier is obliged to hand over to the vehicle crew accurate information about the shipment and the places of loading and unloading, as resulting from the transport contract with OKT. The carrier is responsible for compliance with all legal regulations on work safety, employee remuneration and mandatory employee training and promises to indemnify OKT should OKT entrust a shipment to it and OKT subsequently have to pay any damages to third parties as a result of a breach of such regulations.

5. Shipment Acceptance – Record Check during Loading

- 5.1. The vehicle crew is obliged to be present during loading and to carry out a record check of the apparent condition of the shipment, its packaging, the safe loading and fixing of the shipment on the vehicle, and the correctness of the information in the CMR consignment note on the number of packages in the shipment and its marking within the meaning of Article 8 of the CMR Convention. The carrier (driver) in domestic road transport follows a similar procedure.
- 5.2. If the crew is not allowed to be present at loading and inspect the shipment, it is obliged to inform OKT and the employer/dispatcher without delay, to request instructions or intervention from the sender and to make a note of this fact in the CMR consignment note – unless a remedy is immediately arranged by the actual sender.
The carrier (driver) in domestic road transport follows a similar procedure.
- 5.3. The vehicle's crew is obliged to warn the sender of any recognisable defect in the packaging or loading of the shipment to be transported and of any obvious incorrectness of the data in the CMR

consignment note, as well as of any obvious circumstances during loading that could cause damage to the cargo transported or endanger road safety.

In the event that a defect in the packaging or loading of the shipment on the vehicle is recognisable to the vehicle crew such that there is an obvious risk of damage to the shipment or a danger to road safety, then the vehicle crew is obliged to demand a remedy from the sender and, if the sender does not comply with the carrier's request, it will not commence carriage. The carrier will also add a written reservation to the CMR consignment note and immediately inform OKT of such facts.

The carrier (driver) in domestic road transport follows a similar procedure.

6. Information and Inspection Duties of the Carrier

- 6.1.** The Carrier is obliged to keep OKT informed about the proper course of the transport (exact date of loading, customs clearance, unloading, etc.) and about any outages or obstacles in the proper implementation of the transport contract, after the vehicle arrives for loading, during loading, during transport and after the vehicle arrives for unloading.
- 6.2.** The carrier is obliged to carry out section checks of the apparent condition of the shipment whenever the shipment is handled during transport and to regularly check the intact condition of the loaded vehicle, locks, seals, etc. when it is parked.
- 6.3.** The carrier is obliged to ensure that the vehicle's crew complies with all legal regulations during transport and properly issues documents, forms, certificates or records of the course of transport, as required, such as a checklist during transport to the UK.

7. Accompanying Documents – CMR Consignment Note

The vehicle's crew is obliged to check the condition and completeness of the accompanying and transport documents required for transport, which were announced in the transport contract or handed over during loading, as part of professional care. In particular, the crew must ensure that the CMR consignment note is filled in properly – if the actual sender filled in the CMR consignment note during loading.

If the CMR consignment note is filled in by the carrier, it is responsible for its proper completion in all decisive items, i.e. legible identification of the sender, consignee, place of loading and place of unloading, quantity, description and type of the shipment and its packaging, its gross weight, the date of issue of the CMR consignment note and the date and place of receipt of the shipment, legible identification of the carrier and the sender together with their signatures.

The carrier pays special attention to the confirmation of acceptance of the shipment so that the consignee legibly indicates the name/company (stamp) and adds the date of receipt and signature. The carrier may only hand over the shipment to the consignee specified both in the CMR consignment note and in the consignment note at the place of unloading exactly corresponding to the place of unloading in the CMR consignment note and also in the transport contract with OKT. If the data in the CMR consignment note and the transport contract do not match, then it is obliged to request written information from OKT. It must not hand over the shipment at any place or to any person other than those specified in the CMR consignment note and the transport contract with OKT without written instructions from OKT.

Unconditional, legible confirmation of the acceptance of the shipment by the authorised consignee on the CMR consignment note is proof of the proper performance and completion of transport and a condition for the carrier's right to payment of the agreed shipment fee.

Similarly, the carrier (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 notes/documents) is not permitted.

8. Obligations and Rights during Transport

- 8.1.** Nothing may be attached to cargo nor may the shipment be transferred to another vehicle without OKT's written consent.
- 8.2.** OKT is entitled to demand that transport be interrupted and the shipment returned to it or otherwise dealt with until the shipment is released by the carrier to the authorised consignee. OKT will reimburse the carrier for proven, reasonable or customary costs associated with this procedure.
- 8.3.** The carrier is obliged to ensure that the vehicle crew complies with all internal directives and instructions of the operators of premises where loading or unloading of the shipment takes place. Vehicle crews are required to conduct themselves in a courteous and professional manner at all times during transport and the carrier is liable for damages and penalties that OKT may have to pay in such premises as a result of the crew's breach of such duties.
- 8.4.** The carrier is obliged to choose preferably guarded parking areas when parking vehicles with cargo and, if they are not available, to park exclusively in public, busy parking areas, usually connected to petrol stations, which are designed for parking trucks, well lit and monitored by a CCTV system.
- 8.5.** The crew of the carrier's vehicle may leave a loaded vehicle only in cases of fulfilling the necessary hygiene and food needs and to perform necessary actions directly related to the specific transport (e.g. customs clearance, arrival for unloading, etc.) and only for the minimum necessary time. In the case of transport of sensitive, high-value goods, the carrier is obliged to comply with the precautions and measures specified below (see paragraph 12).
- 8.6.** In the event that the anticipated arrival for unloading 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 car park meeting the above safety parameters. If the carrier cannot ensure a safe place to park the vehicle itself or with the consignee's assistance, it will request assistance in finding a safe place to park from OKT well in advance.
- 8.7.** If any situation arises during transport that threatens the proper performance of the transport contract, the carrier is obliged to inform OKT immediately of the situation and to safely interrupt the transport on OKT's instruction. If there is any damage to the shipment before delivery to the consignee, the carrier is obliged to inform OKT of this and send it photo documentation of the shipment's condition. OKT will then communicate further transport instructions to the carrier. The vehicle crew should always ensure that the shipment is photographed if there is any risk that the shipment or its packaging may be damaged.

9. Carrier's Participation in Unloading

- 9.1.** The carrier or the vehicle crew will be present at unloading, so that the carrier can monitor the condition of the shipment during unloading and so that any damage to the shipment or any quantity discrepancy with the information in the CMR consignment note or similar document accompanying domestic transport can be duly established with the consignee.
If the vehicle crew is not allowed to be present at unloading, paragraph 5.2 of these terms and conditions will apply, as appropriate.
The carrier (driver) in domestic road transport follows a similar procedure.
- 9.2.** The carrier is obliged to strive to establish the condition of the shipment objectively and impartially during unloading, especially if the shipment or packaging shows signs of damage or loss. For this

purpose, among other things, they will take photographic documentation.

- 9.3. The vehicle crew may not sign or otherwise acknowledge any documents that they do not understand in terms of substance or language and will not confirm the extent of damage to the shipment 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. Shipping Fee

- 10.1. The shipping fee is the carrier's contractual price for the complete, faultless performance of the transport in accordance with the transport contract and includes all the carrier's expenses, unless otherwise agreed in the transport contract with OKT. The price quoted for the shipment is the contractual price, which includes all charges relating to the transport of the shipment. The agreed price also includes individual surcharges of 5% of the transport price pursuant to Article 24 of the CMR Convention, for the agreed non-compete clause, the use of secure parking, the loading and unloading of the shipment and the express surcharge.

The price and other value data in the transport order are stated exclusive of VAT, unless specified otherwise. For the purpose of determining the contractual penalty, the amount of the shipment fee will be the price of the transport including VAT.

- 10.2. The right to a shipping fee arises for the carrier upon proper performance of the transport contract, including the delivery of the shipment to the authorised consignee based on the consignee's unconditional confirmation of receipt of the shipment in the CMR consignment note and the subsequent submission of 2 confirmed original CMR consignment notes together with a duly executed invoice – tax document and, if applicable, other documents required by OKT from the carrier in the transport contract. The same regime applies to the accompanying document (consignment note) in domestic transport. All the above documents must be delivered by the carrier to OKT first electronically within 3 working days and then by post no later than 10 working days after the completion of the international or domestic transport.

- 10.3. The carrier will also send invoices with documents to OKT electronically at OKT's email address prepravy@oktrans.cz, solely with attachments in PDF format, where the carrier's invoice, the confirmed complete transport contract or transport order and transport documents will be sent separately in individual PDF files. Any additional documents required will be sent in a separate PDF. The naming of PDF files must make their content clear. The carrier is responsible for the quality of the PDF files (colour, min. 300 DPI). The carrier sends the PDF files in one email message, where the subject line of the email includes the invoiced shipping number, as per the shipping order. The carrier may agree with OKT to perform invoicing only in electronic form, under the terms and conditions set out by OKT in the document "Terms and Conditions of Electronic Invoicing of the Carrier", available on the website www.oktrans.cz or on request from OKT. The carrier is obliged to present any document relating to the transport in the original within three days at OKT's request.

- 10.4. **The shipping fee is due** 60 days after the delivery of the documents pursuant to paragraph 10.2 to OKT, where the shipping fee will be paid by OKT on the last calendar day of the month in which the shipping fee is due. The carrier accepts this payment condition for itself and does not consider it grossly unfair. As a transport professional, the carrier is not considered to be the weaker party and may negotiate a different arrangement in the transport contract with OKT.

- 10.5. The carrier undertakes to notify OKT immediately if there is a risk that the carrier may become an unreliable VAT payer and promises to compensate OKT for any damage incurred by OKT as a result of the risk of the carrier becoming an unreliable VAT payer in the event of the conclusion of a transport contract with OKT. At the moment OKT finds out that the carrier has become an

unreliable VAT payer, OKT receives a notification from the financial authority about the carrier's possible designation as an unreliable VAT payer or OKT finds out that statutory VAT payment duties have evidently not been performed by the carrier (e.g. if the carrier's account number is not published on the financial authority's website), OKT is entitled to pay the carrier with immediate effect based on all invoices originally issued by the carrier to OKT only excluding an amount corresponding to the VAT charged and to pay the remaining part of the invoiced amount corresponding to the VAT to the account of the carrier's financial authority. In such cases, the carrier grants its consent to OKT to pay the amounts corresponding to the VAT charged on the carrier's invoices directly to the account of the financial authority, which will be deemed to be payment of the invoice to the carrier. Payment by OKT to the financial authority's account under the carrier's variable symbol and payment of the amount excluding VAT to the carrier based on its invoice is considered to be full performance of OKT's obligation to pay the carrier's relevant invoice, thereby extinguishing OKT's obligation to pay the carrier's relevant invoice pursuant to Section 1908 of the Civil Code.

- 10.6.** OKT is released from its obligation to pay the carrier's invoice by making payment based on a writ of execution to the account of the bailiff or financial or other administrative authority, or by making payment of the carrier's invoice to the account of the carrier's insolvency administrator, notwithstanding any assignment of receivables or request by the carrier to pay the invoice to any bank account.

11. Delay Fee

Delays for which OKT is responsible and which are duly proven by the carrier as to cause and extent are taken into account in the transport price, to the extent that they last up to 24 hours. The transport contract may also specify a longer period of time that is included in the shipment fee. For damages caused by such delays exceeding this period, the carrier is entitled to compensation in a lump sum of CZK 5,000 for each individual calendar day, provided the delay lasted an entire day.

No compensation is paid for delays on Saturdays, Sundays and public holidays or for days of delay due to force majeure or circumstances not caused by OKT.

A delay is a barrier to the performance of the transport contract that is subject to the carrier's information duty pursuant to paragraph 6.1 of these transport terms and conditions.

12. Payment of Liabilities in Foreign Currency

Payment of liabilities in foreign currency by a supplier with its registered office in the Czech Republic must be made solely to a bank account held with a banking institution with its registered office in the Czech Republic. The reason for this measure is Section 109(2)(b) of Act No. 235/2004 Coll., on value added tax (which states that: "The recipient of taxable supplies is also liable for unpaid tax on such supplies if the consideration for such supplies is provided wholly or partly by wire transfer to an account held by a payment service provider outside the Czech Republic").

13. Special Conditions for the Transport of Sensitive Goods

- 13.1.** Sensitive goods means a high-value shipment (any shipment whose value exceeds CZK 5 million / vehicle; in the case of piece shipments, if the amount exceeds a multiple of CZK 300 x 1 kg of the goods transported) that is also at high risk of theft, embezzlement, fraud, etc., where such goods are usually easy to sell on the black market or are attractive to organised crime (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 competent to ensure an adequate standard of security measures and procedures to minimise the risk of theft, embezzlement or fraud on a shipment of sensitive

goods received.

13.3. The carrier has the following duties during the transport of sensitive goods (shipments):

- a) bindingly set for the vehicle crew the transport route, its timetable with designated safe parking areas and the expected time of arrival for unloading, so that the vehicle is present for unloading during normal working hours or at a time specially agreed with the consignee, without the need to park the loaded vehicle for unloading until the following day (alternatively, it is permissible to park the loaded vehicle in the consignee's guarded premises or in a guarded parking area).
- b) The route and its timetable must be determined by the carrier taking into account detectable obstacles in the course of transport, such as advised traffic jams, travel bans, advised weather changes such as heavy rain, snowfall, etc.
- c) If professional protection of the shipment is required, arrange for it or arrange for it to be driven in a convoy or accompanied by another vehicle.
- d) Entrust the transport of sensitive goods exclusively to a two-man vehicle crew, selected from proven, reliable, vetted and trained drivers.
- e) Demonstrably familiarise the vehicle crew with the subject of the transport, the nature and risks of the sensitive shipment being transported, the route timetable, safety and parking instructions, etc.
- f) The vehicle crew must be familiarised with the procedures in case of any emergency situation or event during the transport of sensitive goods, including telephone contacts and the provision of a working telephone for continuous communication with the dispatch centre or OKT.
- g) The vehicle crew is forbidden from making any unplanned interruption of the journey, deviating from the set route and parking in an undesignated parking area, except for completely extraordinary situations, which the vehicle crew is obliged to immediately report to the dispatcher by telephone.
- h) It is forbidden for the vehicle crew to inform any other person about the nature of the shipment, the date of transport, the timetable for the journey, etc.
- i) The vehicle crew must not stop for strangers, except for police and customs authorities, take any hitch-hikers or allow strangers into the cabin or vehicle's cargo area.
- j) The vehicle crew must lock the vehicle whenever it is unavoidable to leave it 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., and then check the integrity of the vehicle's safety features.

14. Non-compete and Confidentiality Duties

14.1. The carrier undertakes to protect OKT's business interests in the performance of transport contracts and is aware of the prohibition of competition to the detriment of OKT.

14.2. In the event of a violation of the non-compete clause to the detriment of OKT, a contractual penalty

of twenty times the agreed fee is agreed, and, in addition to this contractual penalty, OKT is entitled to compensation for any damages incurred in connection with the breach of the non-compete clause.

- 14.3.** From the moment of commencement of business negotiations for the conclusion of the transport contract, the carrier is obliged to maintain absolute confidentiality vis-a-vis third parties about all circumstances concerning the information communicated by OKT relating to the transport, the shipment (type and value), the persons involved in the transport and security measures (including the timetable for safety breaks or planned rest areas). Discussions with third parties directly involved in the transport or government authorities requiring information based on the relevant act is not be deemed to be a breach of confidentiality. Information that constitutes an OKT trade secret (e.g. transport price, OKT customers, transport processes, etc.) must be kept by the carrier for a period of one year after the end of the transport.

15. Contractual Penalties

- 15.1.** OKT is also entitled to a contractual penalty from the carrier in the amount of the price of transport for each individual breach of the following terms transport terms and conditions:
- a) failure to meet the loading deadline;
 - b) failure to check the shipment during loading, if it was not prevented by an obstacle on the sender's part;
 - c) a breach by the carrier of its information and inspection duties pursuant to paragraph 6 of these terms and conditions;
 - d) leaving the CMR consignment note or similar accompanying document in domestic carriage without completing the essential requisites pursuant to paragraph 7 of these terms and conditions;
 - e) unauthorised movement or transfer of the shipment to another vehicle;
 - f) failure to submit to OKT within three working days of a request the original documents relating to the transport within the meaning of paragraph 10.3 of these GTC;
 - g) the arrival of a technically or operationally unsuitable vehicle for transport;
 - h) failure to notify OKT in writing of a possible threat to the loading date and time.
- 15.2.** The carrier is obliged to pay OKT a contractual penalty for each day of delay with the proper delivery of an invoice together with the documents pursuant to clauses 10.2 and 10.3 of these GTC, in the amount of CZK 125 when invoicing the carrier's services in CZK and in the amount of EUR 5 when invoicing the carrier's services in EUR.
- 15.3.** OKT is obliged to pay a contractual penalty of CZK 500 to the carrier if it withdraws from a transport contract concluded within a period shorter than 48 hours before loading. This penalty is agreed as a severance fee and the carrier is not entitled to any further damages.
- 15.4.** OKT will submit its claims against the carrier by means of an invoice or proforma invoice sent to the email address used in communication with the carrier. Any claims made by OKT become payable at the moment of delivery of OKT's request to the carrier for payment.

16. Prohibition of Assignment of Receivables and Unilateral Set-off

- 16.1.** The carrier is not entitled to assign an existing or future receivable from OKT to another person without the written consent of the OKT's executive officer.

- 16.2.** The carrier is entitled to set off its receivables or part thereof against a receivable of OKT only with OKT's written consent.

17. Pallet Management

- 17.1.** If an exchange of EUR pallets is agreed in the transport contract, the carrier is responsible for correct pallet management during the transport, i.e. the driver must ensure that the appropriate number of undamaged EUR pallets (hereinafter "Pallets") are loaded on and unloaded off the vehicle
- 17.2.** Damaged Pallets do not count towards the exchange. Neither OKT nor the recipient of the Pallets is obliged to take over damaged Pallets from the carrier. The carrier or driver is obliged to take back such Pallets. Damaged Pallets will be considered to be undelivered Pallets and will be fully recharged to the carrier by OKT as lost Pallets for a lump sum of CZK 400 per piece excluding VAT, unless a different price is agreed in the transport contract.
- 17.3.** If the carrier does not hand over the Pallets immediately after the completion of the transport or within the period agreed in the transport contract, it is obliged to pay OKT a processing fee of CZK 200 per invoice excluding VAT. Pallets delivered by the carrier with a delay of more than 10 days will no longer be counted towards an exchange, unless OKT agrees in writing in advance.
- 17.4.** If there are not enough suitable Pallets at the unloading site, the carrier may, with OKT's approval, take an empty pallet voucher, which must be valid for at least one calendar month from the date of issue. The carrier will send the voucher to OKT, together with the shipping documents, including electronic transmission, within three days of the completion of transport.

18. Dispute Resolution

If a dispute between OKT and the carrier cannot be resolved amicably, the complainant may subsequently bring the dispute before the court with local jurisdiction covering OKT's registered office.

These Transport Terms and Conditions of OKT are valid from 1 September 2025.