



# GENERAL TERMS AND CONDITIONS

## FOR TRANSPORT SERVICES

### 1. INTRODUCTORY PROVISIONS

1.1. These General Terms and Conditions for Transport Services (these "Conditions") shall apply to all services provided to DHL, for the carriage of goods in domestic and international road transport (the "Services") by a carrier (the "Carrier"). If attached to, or referred to in, a contract between DHL and the Carrier or a freight order of DHL to Carrier ("Contract"), these Conditions will form part of such Contract but in the event of conflict, the terms of such Contract will prevail.

1.2. The application of the Carrier's own standard terms and conditions, in particular, any local terms and conditions of Freight Forwarders are excluded.

1.3. For cross-border transport, the conditions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) will apply. For domestic transportation Law no. 188/2012 Coll. Civil Code will apply.

1.4. Nothing shall constitute or be deemed to constitute a partnership between the parties.

1.5. Nothing shall constitute or be deemed to constitute an agency agreement between the parties. The Carrier shall have no right or authority to, and shall not, do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of DHL or otherwise bind DHL in any way.

1.6. DHL shall be under no obligation to give any order or amount of orders to Carrier.

1.7. If any clause or sub-clause of these Conditions shall be prohibited by law, void or unenforceable, that clause or sub-clause shall to the extent required be severed from these Conditions and rendered ineffective as far as possible without modifying the remaining provisions of these Conditions and shall not in any way affect the validity of these Conditions. If required, DHL will advise the replacement clause or sub-clause which shall be substituted into these Conditions and which will, as far as possible, correspond to the meaning and purpose of the clause or sub-clause that it replaces.

### 2. CARRIER'S OBLIGATIONS

2.1. The Carrier shall comply with all applicable laws. The Carrier certifies that it has reviewed and understood Deutsche Post DHL's Supplier Code of Conduct at [http://www.dp-dhl.com/en/responsibility/responsible\\_business/-group\\_policies/supplier\\_code\\_of\\_conduct.html](http://www.dp-dhl.com/en/responsibility/responsible_business/-group_policies/supplier_code_of_conduct.html) and warrants that it will comply with this policy, as amended from time to time. Employees of the Carrier will personally complete related training programs upon DHL's request. The Carrier agrees that DHL is entitled to perform a compliance audit on the Carrier if DHL has reason to believe that the Carrier has materially failed to comply with the Deutsche Post DHL Supplier Code of Conduct. The Carrier also agrees to complete a third party due diligence screening process at DHL's request.

2.2. The Carrier will ensure that the goods are accepted on time, within the agreed time window at the loading point, carried and delivered on time and free from loss and damage, to the recipient at the destination. It will notify DHL (using the emergency call numbers if informed of such by DHL) immediately of any hindrances to taking over, carriage and delivery and of any delays which become apparent and any loss or damage of the goods and of all other interference with and threats to transport, including when these are the result of circumstances which the Carrier could not avoid, and will seek the instructions of DHL. In the event of an accident, fire or theft, the local police authorities must always also be notified.

2.3. The Carrier will assume responsibility for the loading and unloading of the goods, the securing of the goods on the vehicle, and adequate supervision. If, in the absence of such an agreement, loading is performed by DHL, DHL will be acting in the capacity of the Carrier's vicarious agent. If the parties have agreed that the Carrier is not responsible for the loading, the Carrier is obliged to supervise the loading and must ensure that the loading is consistent with the safe operation of the vehicle.

2.4. Guarded parking spaces or enclosed private property have to be used if a vehicle is parked and left unattended, particularly during rest periods taken in compliance with the working and driving time regulations (social welfare provision) as well as at weekends. The parked vehicle is to be locked and secured.

2.5. Transshipping of the goods and for booked complete loads, the taking over of any further goods is strictly prohibited unless DHL has given its written consent in advance.

2.6. The Carrier will fully and accurately record the acceptance and delivery of the goods either on the transport documents specified by DHL or using electronic systems. The Carrier is obliged to provide DHL with a delivery receipt within seven calendar days of request by DHL. When goods are accepted, and at each subsequent interface, the Carrier will check the goods for completeness (number of packages) as well as for externally visible damage and broken seals and closures and will record any irregularities in writing. The Carrier will ensure that irregularities that occur are confirmed by the party from whom it has accepted the goods and by the party to whom it hands the goods over, in writing and giving the details. An interface is any transfer of the goods from one legal entity to another as well as the delivery at the end of any leg of a route. If the Carrier accepts a sealed unit (i.e. swap bodies, interchangeable boxes, containers), then its duty to inspect will be limited to a check of the identity and external integrity of the unit and of the seal.

2.7. In the event that the Carrier subcontracts the Services or any part thereof, the Carrier shall remain liable to DHL as if the Carrier had provided the Services itself. Any agreement that the Carrier may subcontract any of the Services or part thereof shall not relieve the Carrier of any of its liabilities or obligations under the terms of the Contract. Third tier subcontracting is strictly prohibited. The Carrier is not permitted to use freight exchanges such as Timocom to subcontract orders.

2.8. If the Carrier does not comply with the agreed obligations, DHL will also be authorized to commission a third party to perform the Services. The Carrier will refund to DHL any additional costs incurred.

### 3. VEHICLES USED

3.1. The Carrier will only use vehicles that are in a technically sound, clean and roadworthy condition and that undergo repair and maintenance at the legally required intervals and/or the intervals recommended by the manufacturer. In addition the loading space must be dry, free of dust, odourless and waterproof. The booked loading space must be empty. Only vehicles that comply with the current standards, in particular the current European emission standards, are permitted. The Carrier ensures that not later than 12 months after the market introduction of a new and higher emission class, all vehicles used for performing the Transport Services for DHL comply with this higher emission class. Only rigid-sided vehicles that are fitted with the required loading safety devices, so that the goods are protected at all times against loss and damage, and in particular against access by unauthorized persons, are permitted.

3.2. The vehicles must be fitted with a communication device

(car phone, mobile, etc.) that is permanently on stand-by during the time the Services are being provided; the Carrier will inform DHL of the current telephone numbers at any time on request. The driver must be accessible by phone at all times.

### 4. OTHER OBLIGATIONS OF THE CARRIER

4.1. The Carrier warrants that it holds the necessary permits (e.g. permission to carry out commercial road haulage, Community license, third country permit, CEMT permit, Swiss license) in accordance with the applicable law. The Carrier will immediately notify DHL of the loss or refusal of a necessary permit. Moreover, the Carrier will present, at DHL's request, a copy of its entry in the commercial register and/or proof of its registration as a business as well as a current police clearance certificate for Carrier or for its employees and subcontractors and their employees. The Carrier will warrant that the police clearance certificates show no criminal records due to offences against property or traffic offences.

4.2. The Carrier will guarantee for itself, and on behalf of any subcontractor used in the performance of the Services, that the Services will be executed in accordance with the statutory provisions applicable to its employees, in particular in compliance with the social welfare provisions and the applicable laws on minimum wages. Carrier will guarantee to DHL for itself, and on behalf of any subcontractor used in the performance of the Services that:

- i. all employees engaged in the execution of the Services will receive the correct and legal salary and benefits in compliance with applicable legislation and the provisions of any collective bargaining agreements in force for the categories of which they form part;
- ii. it has not been sanctioned in the past by a public authority or a court as a result of violations relating to payment of salaries and benefits;
- iii. it has never been excluded from public contracts for this reason.

Carrier will also conclude identical or at least similar agreements with its subcontractors and will pay them remuneration that allows them to pay their employees the minimum wage. It will grant DHL the right to check compliance with all applicable statutory provisions at any time. These checks may be carried out either by DHL or by a third party on DHL's behalf. The Carrier will assist in these checks and work closely with DHL or the third party appointed by DHL. The Carrier will provide documentary evidence of compliance with the applicable legal provisions upon request. If, due to requirements imposed by DHL, the Carrier runs the risk of non-compliance with these legal obligations, in particular with the driving and rest hours, it will immediately bring this fact to

DHL's attention in writing. The carrier will notify DHL immediately if sanctions or exclusions as mentioned in ii. and iii. above occur.

4.3. The Carrier will adhere strictly to the relevant provisions on the transport of hazardous goods. In the event that hazardous goods have to be carried it will, where necessary, use only personnel and vehicles that have a certificate and are equipped to carry hazardous goods in accordance with the applicable regulations for the carriage of hazardous goods, e.g. ADR. The Carrier will, if necessary, ensure that the required protective clothing is worn. The Carrier will furthermore adhere strictly to any applicable rules on cabotage transports.

4.4. The Carrier will only use employees with the necessary knowledge and capabilities and the required reliability for carrying out the Services. It will train its employees regularly, especially with regard to carrying the necessary documents and complying with the applicable legal requirements, and also notify them that illicit drug consumption is prohibited. It will only employ persons who hold the required driving license, the required professional driver's qualification and a current police clearance certificate. Persons, who have previous convictions for offences against property, in particular for theft, embezzlement and robbery, or for traffic offences, must not be employed under any circumstances to perform the Services. The employees must be well presented when they meet DHL's customers, DHL's employees, and must be able to speak the language in the country of origin and/or destination of the transportation and/or English if possible.

4.5. The Carrier will, on request and at short notice, provide DHL with current lists of names of its employees and names of the subcontracted carriers used, and their employees, and notify it of any changes to the lists. DHL is authorized to save and use the data for contractually agreed purposes in accordance with the applicable data protection law.

4.6. With the exception of the police clearance certificate, the entry from the commercial register and the proof of its registration as a business, the Carrier will carry on each journey all the documents listed in Sections 4.1 to 4.4. which, as well as any other legally required papers, and on request hand them over to DHL for checking whenever DHL performs an inspection. The documents mentioned in Section 4.1 sentence 1 must not be shrink-wrapped or covered in a similar way by a non-removable protective film. Moreover, the Carrier will authorize DHL and any third parties commissioned by DHL to perform vehicle checks at any time. The Carrier will issue corresponding general instructions to its employees. If faults are determined in the course of checking the documents, the vehicle or the employees, DHL can refuse to have the vehicle loaded and demand the immediate replacement of an employee or vehicle that meets the requirements of the Contract or terminate the Contract with immediate effect. The Carrier is obligated to pay compensation for any damage

incurred by DHL through the violation of the obligations of this paragraph.

4.7. The Carrier will strictly adhere to the patent rights, utility model rights, trademark protection and all other rights of DHL and its affiliates to protect the ownership, in particular in terms of dealing with its logo, brands, clothing, etc. and will avoid any impairment or improper use.

4.8. The Carrier will confirm in writing the acceptance of resources provided to it by DHL (e.g. means of transport, hand scanners). It will carry or use these items for the provision of the Services only. The Carrier will carefully manage the items handed over to it and protect them against loss and damage. It will return these items immediately to DHL on request at any time in impeccable condition. Means of transport (swap bodies, roll containers, etc.) are to be immediately returned to DHL upon completion of the respective Services for which they were used.

4.9. For transports with semi-trailers or swap bodies ("Equipment") the Carrier regularly will use its own Equipment; DHL is not obliged to provide the Carrier with Equipment. If DHL provides the Carrier with Equipment, it is provided solely for performing the Services for DHL. Upon handover of the Equipment, the Carrier must check that it is in a roadworthy, technically sound and undamaged condition and has with it all required documents and certificates. The Carrier must immediately inform DHL about any irregularities. If damage to the Equipment is detected, the Carrier must note down the damage and get the damage confirmed by the party handing over the Equipment on the freight documents (e.g., waybill/C-MR). The damage must also be reported to DHL before departure. If it is not certain that the Equipment is roadworthy or if any required document or certificate is missing or invalid, the Carrier must wait for instructions. The Carrier must ensure that the Equipment details marked on the waybill (swap-body number/semi-trailer registration number) are identical with the details of the Equipment received. The Carrier must immediately communicate any discrepancies to DHL and wait for instructions. These instructions must then be noted by the Carrier on the waybill, specifying the Equipment details. If the freight documents do not contain Equipment details, the Carrier must contact DHL immediately after receipt of the Equipment and – by referring to the journey/loading number – must inform DHL about the relevant swap-body number or semi-trailer registration number either in writing or verbally. The Carrier undertakes to constantly monitor Equipment in its use to ensure that it is roadworthy and safe to operate. In the monitoring, the following must be checked including but not limited to: tyre pressure, brake and light functions and all other functions for roadworthiness and safe operation. The carrier is liable for loss of or damage to Equipment occurring between the time when the Carrier takes over the Equipment and the time of return of the Equipment to DHL. The Carrier must use the Equipment with care and protect it carefully from

damage and loss using suitable means (e.g., king pin). The Carrier must return the Equipment to the starting point of the journey. The Carrier must provide DHL with proof of undamaged return (e.g., return document or freight documents acknowledged by the consignee).

4.10. The Carrier confirms that it will observe all export control regulations and will not maintain any connections with persons or organizations against whom restrictive measures in the fight against terrorism or any other export-related sanctions have been imposed.

4.11. The Carrier is obliged to pay DHL contractual penalty in the amount of 20 EUR in following cases:

- The carrier does not inform DHL about delay in arrival (or late arrival / delayed arrival) for loading / unloading, or
- The carrier does not inform DHL about problems during the transport, or
- The carrier does not observe other agreement specified in the transport order, or
- The carrier does not deliver CMR document or another proof of delivery in 10 days after delivery.

## 5. CHARGES

5.1. DHL will pay the agreed freight charges.

5.2. The settlement of the freight charges is subject to the submission of a delivery receipt that is properly made out (with the stamp and signature of the recipient), which means original of CMR document and all the other relevant documents, which prove the delivery.

5.3. Any claims of the Carrier in the event that DHL cancels a freight order are excluded.

5.4. Any claims by the Carrier for demurrage are excluded unless the waiting time that exceeds the agreed loading or unloading time is more than two hours per loading/unloading event in case of a partial or full truck load or more than one hour in case of groupage freight and unless the Carrier has reached the place of loading/unloading at the agreed time. The duration of the waiting time must be confirmed in writing by the shipper or consignee.

5.5. The parties agreed that in case of DHL's delay with the payment for more than 15 days after properly and correctly issued invoice, the Carrier is entitled to charge DHL interest on late payment of 0.02% for each commenced day of delay, after the 15th day after invoice maturity, and subject to a prior written notice of such delay delivered to DHL.

5.6. The Supplier is obliged to provide DHL on invoices only with such their bank account number which is opened in a Czech bank and which has been disclosed by the tax authority on internet as required by the Czech Act No. 235/2004 Coll., on VAT, as amended (hereinafter referred to as the "VAT Act"), to avoid DHL's liability to guarantee Supplier's VAT payment to tax authority by reason of payment to non-disclosed or to foreign bank account number.

## 6. CONFIDENTIALITY AND CLIENT PROTECTION

6.1. Carrier undertakes and agrees at all times to keep in strict confidence and secrecy all information which is of a confidential or secret nature, including without limitation information relating to forecasts, prices, discounts, handling costs, sales statistics, markets, inventory information, customers, employees and technical, operational and administrative systems (the "Confidential Information") of DHL and DHL's customers which they may learn in connection with the performance of the Contract. Carrier must not use or disclose the Confidential Information to any other person, firm or company outside the Carrier's group of companies and their respective professional advisers, except only as may be necessary and bona fide in connection with its obligations under the Contract, provided that where any part of the Confidential Information is already or becomes commonly known in the trade, except by a breach hereof, or is required to be disclosed by any law or court order, then the foregoing obligations of confidentiality in respect of such part of the Confidential Information shall cease to apply. Without limiting the generality of the foregoing, Carrier agrees that it shall not use the Confidential Information for its own commercial purposes save in fulfilling its obligations under the Contract. Such obligations of confidentiality shall apply for five years from the date the Carrier receives the relevant Confidential Information, notwithstanding the termination or expiry of the Contract.

6.2. The Carrier has a client protection obligation towards DHL. It will not accept orders, either directly or indirectly through third parties, from clients of DHL, for which it provides Services and with which it comes into contact as a result of providing the Services, on the lanes and for the Services (such as FTL) for which Carrier provides the Services. Any contractual relationships between the Carrier and clients of DHL existing upon the earlier of (i) entry into or (ii) scheduled or actual execution of the Contract will remain unaffected by the obligations under 6.2 of these Conditions. The client protection obligation ceases on the earlier of (i) 6 months from the end of the underlying business between DHL and the client or (ii) 6 months from the termination or expiry of the Contract.

## 7. LIABILITY AND INDEMNIFICATION

7.1. It is acknowledged by the Carrier that DHL provides logistics services for its customers. As such, if the Carrier breaches the terms of these Conditions or otherwise causes or permits loss, damage or delay, DHL is likely to suffer loss itself or incur a liability under the terms of the agreements it has with its customers.

7.2. Subject to the provisions of clause 7.3, the Carrier agrees to indemnify DHL against all claims, demands and losses whatsoever and by whomsoever made arising from or in connection with the Services, whether such losses are incurred

by DHL under the terms of any agreement with its customers (in which case the Carrier shall be liable to the extent set out in such agreement), or are otherwise incurred by DHL. For clarity, this obligation to indemnify DHL includes any claims against DHL arising from alleged violations of any applicable law on minimum wages, cabotage rules or social welfare provisions.

7.3. Insofar as the CMR or any similar mandatory legislation is compulsorily applicable to any of the agreements with DHL's customers or to the Services, the Carrier shall indemnify DHL for DHL's liability under the CMR or any similar mandatory legislation.

7.4. In addition to the Carrier's liability under Clauses 7.2 and 7.3, the Carrier shall indemnify DHL for all costs incurred by reason of DHL's defence of any claim made against it arising from or in relation to the Services. Costs shall, for the purposes of this clause, include, but not be limited to, any legal costs incurred by DHL and any third party costs which DHL is ordered to pay or reasonably settles.

7.5. Except in the case of death or personal injury caused by DHL's negligence, DHL's liability to the Carrier in contract, tort, bailment, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered shall not exceed the sum of 20.000 Euro or equivalent in local currency.

7.6. DHL shall under no circumstances whatsoever be liable to the Carrier for any loss, claim, costs, damage, indemnity or expenses of any indirect or consequential nature suffered by the Carrier including, but not limited to, any indirect or direct economic loss or loss of business, goodwill, market share or profits howsoever arising, including due to DHL's negligence.

## 8. INSURANCE AND CLAIMS HANDLING

8.1: The Carrier undertakes and agrees:

- a. to obtain and keep in full force and effect at all times the following policies of insurance:
  - i. Employers' liability as required by the law applicable in the jurisdiction in which the Services are to be provided;
  - ii. Vehicle liability as required by the law applicable in the jurisdiction in which the Services are to be provided;
  - iii. Non-owned trailer physical damage coverage (hull coverage) for DHL's equipment whilst under responsibility of the Carrier covering loss of or damage to such trailers, swap bodies, containers, chassis, etc.
  - iv. Comprehensive general liability to cover the Carrier's legal liability for personal injury and/or death to third parties (including the employees of DHL) and or damage to third party property (including the property of DHL);
  - v. Cargo liability sufficient to cover the liabilities assumed by the Carrier under the terms of these Conditions or otherwise assumed in the provision of the Services.

- b. to deliver to DHL upon DHL's request copies of all those insurance policies detailed in Clause 8.1 (a) above;
- c. to notify DHL immediately of any material change to or cancellation of any of the insurance policies detailed in Clause 8.1 (a) above;
- d. to notify the respective underwriters of the insurance policies detailed in Clause 8.1 (a) above.

8.2. The Carrier must ensure that all claims for damages asserted by DHL will be processed without delay and will be reported to the Carrier's insurer. The Carrier will notify DHL of the insurer's reference number.

## 9. TERM AND TERMINATION

In the case of on-going obligations the normal period of notice for termination is one week. The right of immediate termination by either party for just cause is not affected by this. A just cause exists for DHL if:

- the Carrier is in material breach of the Contract;
- the Carrier does not discharge its statutory or contractual obligations;
- insolvency proceedings are filed against the Carrier;
- a competitor of Deutsche Post AG or of its affiliated companies gains a direct or indirect controlling influence over the Carrier.

9.2. Any termination must be in written form.

## 10. CHANGES TO THESE CONDITIONS OR TO THE CONTRACT

10.1. Changes or additions to these Conditions will be notified by DHL to the Carrier in writing. Where the Carrier does not object in writing within 10 working days of receipt of the notification, the changes will be deemed to have been accepted.

10.2. Changes or additions to the Contract must be made in written form. This also applies to any waiver of the written form requirement.

## 11. OTHER PROVISIONS

11.1. Offsetting or withholding against claims of DHL or the exercise of a right of any lien over the goods or a right of retention to the goods by the Carrier is excluded.

11.2. The Contract does not create, and shall not be construed as creating, any right of a third party against DHL which is enforceable by any person who is not party to it.

11.3. Assignment of a claim by the Carrier (i.e. factoring) will only take effect vis-à-vis DHL if the Carrier notifies DHL of the assignment of the claim, including all the necessary information (order and creditor number, name, address, account

number of the new creditor, amount, date of validity of the assignment, etc.) and DHL agrees to the assignment in writing.

11.4. The laws of the country of the headquarters of the contracting DHL entity will apply. The exclusive place of jurisdiction is the country of the headquarters of the contracting DHL entity provided that there are no mandatory provisions preventing this.

The Carrier hereby explicitly confirms that these General Terms and Conditions for Transport Services apply to all freight orders for the Services awarded by DHL [insert company name and headquarters of the contracting DHL entity] ("DHL") with the following exceptions:

Notwithstanding

[The exceptions, if any, should be specified here on a country basis]

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Place    Date    Stamp / Carrier's signature