

General Transport Terms and Conditions for Other than Road Transport

Fosfa akciová společnost

se sídlem Hraniční 268, Břeclav – Poštorná

These General Transport Terms and Conditions for other types of transport (hereinafter referred to as the “General Transport Terms and Conditions”) apply to every case of the goods transport contract concerning other types of transport than road freight transport where the consignor is Fosfa akciová společnost, with the registered office Hraniční 268, Břeclav – Poštorná, and shall form an integral part of such a goods transport contract concluded under an order of goods transport (a draft of the goods transport contract) on the part of the consignor (hereinafter referred to as the “**Contract**”).

The arrangements in the Contract of carriage and possible special carriage terms and conditions prevail over these General Terms and Conditions of Carriage.

The Contracting Parties expressly agree that this Contract is governed by the law of the Czech Republic, in particular by Act No. 513/1991 Coll., the Commercial Code as amended. Provisions of the Commercial Code shall apply only in the case the international convention binding on the Czech Republic does not provide for otherwise (e.g. the United Nations Convention on the Carriage of Goods by Sea (notification No. 193/1996 Coll.), the Convention for the Unification of Certain Rules for International Carriage by Air (notification No. 123/2003 Coll. of International Treaties of the Czech Republic), the Convention concerning International Carriage by Rail (COTIF) as amended by the Protocol of 3 June 1999 on the amendment of the Convention concerning International Carriage by Rail (COTIF) (notification No. 49/2006 Coll.), including the Uniform Rules concerning the Contract for International Carriage of Goods by Rail (CIM - Appendix B to the Convention) and the Regulation concerning the International Carriage of Dangerous Goods by Rail (RID - Appendix C to the Convention).

As far as the carriage of dangerous goods is concerned, this contract is further governed by the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), as amended. Provisions of the aforementioned international conventions shall take precedence over provisions of the Commercial Code.

The carrier is obliged to observe the internal **Transport regulations** of the Fosfa akciová společnost.

The carrier is obliged to **confirm its consent with the contents of the consigner’s order in writing** and to deliver a copy to the consigner (by fax or e-mail). Once the order is confirmed or the carrier provides the vehicle for transport according to the consigner’s order, the Contract becomes valid and comes into effect. The order shall be regarded as acknowledged even in the case, the forwarder fails to refuse to accept the order within 1 hour as from delivery thereof in writing, by fax or by e-mail.

The **maturity period** of the invoice, by means of which the forwarder charges the price of the transport, shall be 60 days as from the date on which the confirmed delivery note and the invoice indicating the consignor's order number (or a copy of the order) were received. All the documents shall be duly stamped in a customary manner. Should any damage be sustained, the consignor is entitled to retain payments of any of the consignor's pecuniary obligations to the forwarder until it has been discovered whether the forwarder is liable for the damage sustained, in which amount and when the damage will be compensated. The maturity period of the invoice shall be extended by the aforementioned time.

The carrier must have valid carrier’s liability **insurance** fully covering its liability. When required by the consigner it is obliged to present evidence regarding an existence of such insurance, including insurance payment.

Should any problems or ambiguities occur during transport, including delay or accident, the forwarder is obliged to inform the consignor immediately. The forwarder is obliged to take all actions to secure the products being transported in the course of transport.

In such a case, the forwarder is forbidden to contact the consignee unless the consignor instructed the forwarder to do so.

The carrier is obliged to observe the date and time of loading and unloading.

The forwarder is obliged to supply the vehicle for loading in due technical condition, with the container always duly cleaned, without pests and mould occurrence and without odour. Prior to loading, the employee of the Dispatch Department of the consignor shall perform inspection of the clean state of the loading space. The driver is obliged to be present during loading.

In all carriage cases the driver must use the defined protective equipment, i.e. protective clothing, footwear, goggles or shield, protective gloves and a hard hat.

In the case of transport of food additives, the forwarder is obliged to adhere to the conditions imposed by the BRC Global Standard for Food Safety. In the case, the forwarder is a holder the BRC Storage and Distribution Certificate or the IF Logistic Certificate, the forwarder shall submit the legally effective certificate to the consignor. The forwarder shall not transport any products, which might affect the quality and compliance with the applicable public health requirements, together with the consignor's products.

Should the carrier breach the agreed transport conditions, the **consigner** is obliged to claim a penalty of EUR 1,000. The right of the consigner to compensation shall not be affected by this. Entitlement to be paid the stipulated fine concerns indecent or unprofessional conduct on the part of the driver in the course of loading and unloading as well.

All disputes arising from this Contract and in connection therewith shall be finally resolved by the Court of Arbitration of the Economic Chamber and the Agricultural Chamber of the Czech Republic according to its Code and Regulations by three arbiters.

Application of the General Terms and Conditions of Carriage or similar general contractual conditions of the carrier is explicitly excluded, although the carrier refers to them in a specific case in confirmation of the transport order or other business document.

The consignor reserves the right to change these General Transport Terms and Conditions, which shall become legally effective as of 1 December 2012.

The current version of the General Transport Terms and Conditions is provided on our website www.fosfa.cz.