

General Transport Terms and Conditions for Road Freight Transport

Fosfa a.s.

se sídlem Hraniční 268/120, Břeclav – Poštorná

1) Essential provisions

These General Transport Terms and Conditions for Road Freight Transport (hereinafter referred to as the “General Transport Terms and Conditions”) apply to every case of the goods transport contract concerning road freight transport where the consignor is Fosfa a.s. with the registered office Hraniční 268/120, 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 parties to the Contract explicitly agree that this Contract is governed by the law of the Czech Republic, especially Act No. 89/2012 Coll., the Civil Code, as amended.

Should the transport be **international**, this Contract is governed by the Convention on the Contract for international road freight transport – CMR, published in Act No. 11/1975 Coll. (hereinafter referred to as **CMR**) as amended.

In case of a **carriage of dangerous goods by road** this Contract is further governed by the European Agreement concerning the International Carriage of Dangerous Goods by Road, published in Act No. 64/1987 Coll. (hereinafter referred to as **ADR**) as amended. Provisions of these international conventions prevail over the provisions of Civil Code.

For **international transport** the carrier is obliged to provide a driver who is able to communicate in English, German or other foreign language stated in the Order during unloading.

The carrier is obliged to observe the internal **Transport regulations** of the Fosfa a.s.

All carriers are strictly prohibited from consumption of alcoholic beverages or illegal drugs, being affected by or under the influence of alcohol or illegal drugs on company premises. Fosfa a.s. may require all carriers to submit to alcohol and/or drug test. If a carrier tests positive for alcohol or illegal drug use, will be reported to law enforcement officials. May he/she refuse alcohol or illegal drug testing, will be treated as tested positive.

Smoking is strictly prohibited on company premises.

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 e-mail). Once the order is confirmed and the carrier provides the vehicle for transport according to the consigner’s order, the Contract becomes valid and comes into effect.

2) Payment conditions

The carrier is obliged to enclose a confirmed delivery note to the invoice and, in case of international road transport, an original CMR sheet confirmed by the consignee.

Maturity of the carrier’s invoice for the transport is 60 days from the date of receiving the confirmed CMR original (if international transport) or delivery note, including an invoice containing the consigner’s order number (or copy of the order). All papers must be ordinarily stamped.

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.

3) Forwarder's duties

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. It is obliged to park the vehicle only at designated places. When unloading it is obliged to follow instructions of the consignee.

The forwarder is obliged to supply the vehicle for loading in due technical condition, duly maintained and always **duly cleaned, without pests and mould occurrence in the loading space 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.

If it is necessary to perform transport under controlled conditions, the forwarder is obliged to fulfil the consignor's requirements and maintain the records on the conditions in the course of transport.

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.

When transporting detergents, the carrier is obliged to secure for ambient air temperatures to be within 0-40°C for the most of the transit time.

4) Transport of hazardous goods / transport in storage tanks

When **carrying dangerous goods** and according to ADR the carrier is obliged to provide a vehicle capable for the transport of hazardous substances (the driver must submit a Certificate of vehicle approval for transport of dangerous goods) and the driver to be trained, i.e. he must hold a valid certificate of training of drivers carrying dangerous goods. The carrier is further obliged to secure for the vehicle to be equipped according to the valid ADR Agreement and with the latest written driver's instructions. The vehicle must be equipped with safety signs No. 8 and an orange label with numbers according to the carried substance. During loading and unloading the driver must wear protective clothing and footwear, including goggles. The tank must be equipped with a clean, visibly marked hose intended for food purposes of the minimal length of 12 m. The tank must be further equipped with a functional compressor. In case of an accident the driver must have the following additional equipment: rubber or plastic gloves and Wellington boots, protective clothing, respirator, tight goggles, regeneration cream, a bottle of clean water to rinse eyes, a sewer gland, 2 kg of sorbent, a broom, a spade, an intercepting container, sealants (cloths, special cement). Should the vehicle not meet conditions of the valid ADR Agreement and should it not have all the above listed safety signs and orange labels and additional equipment, it will not be loaded.

For **transport in a tank** the carrier is obliged to provide a safety sheet of three previously carried substances and ECD cleaning certificate prior to loading at the consigner, whereas the consigner is entitled to keep the original. Without providing this certificate, the tank will not be loaded. The cleaning certificate must include previous cargo identification – CAS, EINECS or UN number (possibly proper chemical name. If such identification is not possible, general chemical description and a trade name must be provided. A copy of the certificate must be available for the goods consignee. A cleanliness check is carried out prior to loading. The driver is obliged to provide access to AC for a cleanliness check (of chambers, discharge holes and hoses), to lift the railing on the side of filling and cooperate with the operators in the acid shipment department.

List of unacceptable previous cargoes in bulks/ISO containers (Blacklist) is an integral part of every transport order. Should a carrier violate this list, will be held responsible for any case of contamination.

Should the tank not be clean, the consigner is entitled to have the tank re-cleaned. Should the schedule be disturbed due to this and the date of unloading at the customer is not met or should the consigner's loading schedule be disturbed, which may cause costs for the consigner, the carrier is obliged to pay these costs to the consigner in the full amount.

5) Transport of goods on pallets / returnable pallets / transport of food additives

If acceptable, in the case of transport of goods on pallets, the forwarder is obliged to fix the goods to prevent movement thereof (e.g. using fixing bars, straps or in any other suitable manner) to prevent damage to the products. It is forbidden to put the pallets one on the top of another.

Should the goods be transported on returnable pallets the carrier is obliged to have the same number of euro-pallets (A to B quality standard) when loading for exchange. Should the carrier not be able to ensure this, he is obliged to return the same number of euro-pallets of the same A-B quality to the consigner after completing the transport. Should the carrier not meet these duties, the consigner is entitled to stop payment of the invoice until the conditions are met. Pallets return confirmations (received by drivers) must be send to Fosfa a.s. together with invoices.

When transporting food additives, the carrier is obliged to observe the conditions resulting from BRC Global Standard for Food Safety.

Should the vehicle be parked or be without any supervision, it is necessary to take precautions to prevent the degradation of goods and danger to food safety.

In the case, the forwarder is a holder the BRC Storage and Distribution Certificate or the IFS 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.

6) Final provisions

Should the carrier breach the agreed transport conditions, the **consigner** is obliged to claim a penalty of EUR 1000, -. 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 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 another business document.

The consignor reserves the right to change these General Transport Terms and Conditions, which shall become legally effective as of 1st November 2016.

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