

**General Conditions of Carriage for other Modes of Transport
Fosfa a.s.
with registered office at Hraniční 268/120, Břeclav - Poštorná**

These General Conditions of Carriage for other Modes of Transport (hereinafter also referred to as the "General Conditions of Carriage") shall apply to every case of a contract for the carriage of goods involving a mode of transport other than road freight transport, where the consignor is Fosfa a.s. with registered office at Hraniční 268/120, Břeclav - Poštorná, and are an integral part of such contract for the carriage of goods concluded on the basis of an order for the carriage of goods (draft contract for the carriage of goods) by the consignor, where the place of dispatch is either the registered office of the consignor or the registered office of Omnisal GmbH, at Dessauer Strasse 128, 06886 Lutherstadt Wittenberg, and on the basis of its acceptance by the carrier (hereinafter referred to as the "**Contract**").

The arrangements in the Contract for the Carriage of Goods and any special conditions of carriage arising from binding international treaties or European law, but not the carrier's conditions of carriage, take precedence over these General Conditions of Carriage.

The Parties expressly agree that their contractual relationship is governed by the law of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code, as amended. The provisions of the Civil Code shall apply only if the international treaty which is binding for the Czech Republic does not contain a different regulation (e.g. the United Nations Convention on the Carriage of Goods by Sea - Communication of the Ministry of Foreign Affairs No. 193/1996 Coll.), the Convention for the Unification of Certain Rules Relating to International Carriage by Air - Communication of the Ministry of Foreign Affairs No. 123/2003, Collection of International Treaties), the Convention on International Carriage by Rail (COTIF), Decree of the Minister of Foreign Affairs No. 8/1985 Coll. (as amended) 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).

In the case of carriage of dangerous goods, the contractual relationship is further governed by the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) - Decree No 64/1987 Coll. (hereinafter referred to as the "ADR") as amended. The provisions of these international conventions take precedence over the provisions of the Civil Code. The course of carriage is further governed by the pre-agreed **INCOTERMS parity** specified in the carriage order.

The carrier is obliged to observe the **Transport Regulations of Fosfa a.s.** When entering the premises of Fosfa a.s. or Omnisal GmbH, the carrier is obliged to observe the terms and conditions of the Traffic Regulations, he/she is briefed on upon entry. The carrier must adapt his/her driving style to the ongoing rail and road traffic.

The carrier (including also the carrier's driver or other employee) must not consume alcoholic beverages or abuse other addictive substances on the premises of Fosfa a.s. or Omnisal GmbH or enter the premises under their influence. The employee is obliged to submit to an alcohol or other addictive substances test at the direction of an authorized employee of Fosfa a.s. or Omnisal GmbH designated in writing. In case of a positive result, the Police will be alerted. If the carrier refuses to take an alcohol/addictive substance breath test (or to submit to the collection of biological material for an alcohol/addictive substance breath test), he/she shall be regarded as being under the influence of alcohol/addictive substances. In this case, the same procedure will be followed as if the result was positive.

The entire premises of Fosfa a.s. and Omnisal GmbH are non-smoking.

The carrier is obliged to **confirm in writing his/her agreement with the contents of the consignor's carriage order, which includes, as its integral part, the Safety Instructions for Drivers**, and to deliver a copy to the consignor (by e-mail). Once the order is confirmed by the carrier in accordance with the consignor's order, the Contract becomes valid and comes into effect. If the driver does not comply with any of the safety instructions when entering the premises, he/she will be expelled from the premises.

The maturity period of the invoice, by means of which the carrier charges the carriage price, shall be 60 days as from the date of receipt of the confirmed delivery note and the invoice indicating the consignor's order number (or copy of the order). All documents must be duly confirmed according to the current VAT Act:

- Name of the person taking delivery of the goods (in clearly legible capital letters)
- Date of receipt of the goods by this person
- Signature of this person

In the event of damage to the consignment, the consignor shall be entitled to withhold payments of any of its pecuniary obligations to the carrier until it is determined whether the carrier is liable for the damage, in what amount and when the damage will be compensated. The maturity period of the invoice shall be extended by this time.

The carrier must have valid carrier's liability **insurance** that fully covers his/her liability. At the request of the consignor, the carrier is obliged to provide proof of such insurance and payment of the premium.



If any problems or uncertainties arise during carriage, including delays or accidents, the carrier is obliged to inform the consignor immediately. The carrier is obliged to take all actions to guarantee safety of the carried products during carriage. In such a case, the carrier is forbidden to contact the consignee unless instructed to do so by the consignor.

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

The carrier is obliged to deliver for loading a vehicle in proper technical condition, a container or other space intended for direct storage of the carried goods must be always properly **cleaned, free of pests and mould and free of odour**. Prior to loading, the employee of the Dispatch Department of the consignor or Omnisal GmbH may perform check of the cleanliness of the cargo area. The carrier is obliged to be present during loading.

In all carriage cases, the carrier must use **during loading** the prescribed protective personal equipment, i.e., protective work clothing, protective work footwear, protective goggles or shield, protective gloves and protective hard hat.

When carrying detergents, the carrier is obliged to ensure that the temperatures of the products carried are within the optimum range of 5 - 40 °C for the most of the carriage time.

In the case of carriage of phosphoric acid and food grade phosphates, the carrier is obliged to comply with the conditions resulting from the FSSC (Food Safety System Certification) 22000 standard. In the case of carriage of feed phosphates, the carrier is obliged to comply with the conditions resulting from the FAMI-QS standard. If the truck is parked or unattended, precautions must be taken to prevent spoilage of the load and endangering food and feed safety. The carrier shall not carry together with the consignor's products any products that could affect the quality and wholesomeness of the consignor's products.

In the event of non-compliance with the agreed conditions of carriage by the carrier, **the consignor** is entitled to claim a contractual penalty of **EUR 1,000**. This is without prejudice to the consignor's right to compensation. The right to contractual penalty also applies to indecent or inappropriate conduct of the carrier during loading and unloading.

All disputes arising from this Contract and in connection therewith shall be finally settled by the Court of Arbitration of the Chamber of Commerce of the Czech Republic and the Chamber of Agriculture of the Czech Republic in accordance with its Rules and Regulations by three arbitrators.

The application of the General Conditions of Carriage or similar General Terms and Conditions of the carrier is expressly excluded, even if the carrier refers to them in a specific case in the confirmation of the carriage order or in another business document

The consignor reserves the right to change these General Conditions of Carriage, which take effect on 1 January 2022. The current version of the General Conditions of Carriage is available from our website www.fosfa.cz