

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

**1) Basic provisions**

These General Conditions of Carriage for Road Freight Transport (hereinafter referred to as the "General Conditions of Carriage") shall apply to every case of a contract for the carriage of goods by road freight transport where the consignor is Fosfa a.s., with registered office at Hraniční 268/120, Břeclav - Poštorná, and shall constitute an integral part of any 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 for Road Freight Transport.

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.

In the case of **international carriage**, this Contract is governed by the Convention on the Contract for the International Carriage of Goods by Road - CMR, published by Decree No. 11/1975 Coll., (hereinafter referred to as the "**CMR**"), as amended.

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 published by Decree No. 64/1987 Coll., (hereinafter referred to as the "**ADR**"), as amended. The provisions of these international conventions shall 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.

In the case of **international carriage**, the carrier is obliged to ensure that the carriage is carried out by a driver who is able to speak during unloading English or German or another language specified in the 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 Transport 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) 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 carrier 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.

**2) Payment terms**

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

**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 original CMR consignment note (in case of international carriage) or the delivery note and the invoice indicating the consignor's order number (or copy of the order).

CMR consignment notes 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.

### 3) Obligations of the carrier

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 and unloading. The driver is obliged to prove his/her identity when entering the premises of the consignor or the premises of Omnisal GmbH. The driver is only allowed to park the vehicle in designated parking spaces. He/she is also obliged to follow the instructions of the consignee during unloading.

The carrier is obliged to deliver for loading a vehicle in proper technical condition, properly maintained and always properly **cleaned, free of pests and mould in the transport area and free of odour.** Prior to loading, the employee of the Dispatch Department of the consignor or Omnisal GmbH performs check of the cleanliness of the cargo area. The driver is obliged to be present during loading. The consignor prefers a semi-trailer with XL certification.

If transport under controlled conditions is necessary, the carrier is obliged to comply with the consignor's requirements and keep records of the conditions during carriage.

In all carriage cases, the driver must use 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.

### 4) Carriage of dangerous goods / carriage in tanks

In the case of **carriage of dangerous goods**, the carrier is obliged under the ADR to provide a vehicle suitable for the carriage of dangerous goods (the driver must submit a dangerous goods vehicle approval certificate) and to ensure that the carriage is carried out by a driver who is trained to do so, i.e., must have a valid certificate of training for drivers of vehicles carrying dangerous goods. The carrier is also obliged to ensure that the vehicle is equipped in accordance with the applicable ADR Agreement and up-to-date written instructions for drivers. The carrier is obliged to deliver for loading a tank/container that meets the requirements for filling volumes defined in paragraph 4.3.2.2.4. of the ADR Convention. The vehicle must be fitted with Model 8 safety signs and orange plates with numbers according to the substance being carried. When loading and unloading, the driver must wear protective clothing and footwear, including safety goggles. The tank must be equipped with a clean, visibly marked filling hose, intended for food purposes, at least 12 m long. After washing the hoses in the washer, the seal numbers must be indicated in the hose wash report. The tank must be also equipped with a functional compressor. In the event of an accident, the driver must have the following additional equipment: rubber or plastic gloves and boots, protective clothing, respiratory protection, close-fitting goggles, regenerating cream, a bottle of clean water for eyewash, a sewer plug, 2 kg of sorbents, a broom, a shovel, a collecting container, sealing materials (rags, special sealant). If the vehicle does not comply with the conditions of the applicable ADR Agreement and does not have the above safety signs and orange plates and additional equipment, it will not be loaded.

In the case of **carriage in a tank**, the carrier must be able to submit the safety data sheets of the 3 previous substances carried and the ECD certificates of cleaning before loading at the consignor's premises, the consignor being entitled to retain the original. The tank will not be loaded without this certificate. The certificate of cleaning must contain the identification of the product last carried: CAS or EINECS number, if known, or the exact chemical name. If identification according to the previous sentence is not possible, at least the general chemical description of the last transported product (e.g., mixture of inorganic acids, engine oil, etc.) or the general chemical description with the trade name of the last transported product shall be given. A copy of the certificate must be available for the consignee (recipient of the goods). A cleanliness check is carried out before loading. The driver is obliged to enable access to the tank truck to check the cleanliness (chambers, outlets and hoses), lift the railing from the filling side and cooperate with the staff on the acid shipment.

**The carrier must also take into account the List of substances prohibited from being carried directly before carriage of our products in tanks/containers (Blacklist).** This list is being regularly updated and the current version is emailed to all carriers. If the carrier does not take this list into account, he/she will automatically be considered guilty in the event of any spoilage of the product. If the tank is not clean, the consignor is entitled to send it for additional cleaning. If for this reason the schedule is disrupted and the customer's unloading date is not met or the carrier's loading schedule is disrupted and the carrier incurs costs in connection therewith, the carrier is obliged to reimburse the consignor in full for such costs.

### 5) Carriage of goods on pallets / returnable pallets / carriage of food additives



If applicable, in the case of carriage of goods on pallets, the carrier is obliged to fix the goods against movement (e.g., by using fixing bars, straps or other appropriate means) to prevent damage to the products. Stacking of pallets is prohibited.

In the case of carriage of goods on returnable pallets, the carrier is obliged to have the same number of A-B quality euro pallets for loading in exchange.

If the carrier is unable to do so, he/she is obliged to return to the consignor the same number of the same A-B quality euro pallets after the completion of the carriage. If the carrier fails to comply with these obligations, the consignor shall be entitled to suspend payment of the invoice until such time as these obligations are subsequently met. The driver is then obliged to send, along with the invoice, the confirmation of the circulation of returnable packaging, which is handed over to the driver at the time of pallet exchange.

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.

## 6) Final provisions

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 driver 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](http://www.fosfa.cz)

