

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

1) Basic provisions

These General Conditions of Carriage for Road Freight Transport (hereinafter referred to as "General Conditions of Carriage") shall apply to every case of a contract for the carriage of goods by road freight where the consignor is Fosfa a.s., with registered office at Hraniční 268/120, Břeclav – Poštorná, and are an integral part of the 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 its acceptance by the carrier, i.e. the entity which has undertaken to transport the goods on the basis of the agreed conditions (hereinafter referred to as the "**Contract**").

If the carrier carries out the carriage through a subcontractor, the carrier acknowledges that these General Conditions of Carriage are binding in their entirety on the subcontractor and is obliged to make the subcontractor aware of them and to instruct him of their binding character for the carriage carried out by him.

The provisions of the contract of carriage and any special conditions of carriage arising from binding international treaties or European law, but not the carrier's conditions of carriage, shall prevail over these General Conditions of Carriage for Road Freight.

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 shall be governed by the Convention on the Contract of Carriage for International Carriage by Road - CMR, published by Decree No. 11/1975 Coll., (hereinafter referred to as **CMR**) as amended.

In the case of the **carriage of dangerous goods**, the contractual relationship is further governed by the European Convention on the International Carriage of Dangerous Goods by Road, published by Decree No. 64/1987 Coll., (hereinafter **ADR**) as amended. The provisions of these international conventions take precedence over the provisions of the Civil Code. Furthermore, the course of carriage shall be governed by the pre-agreed parity of **INCOTERMS**, the parity and the year of issue of INCOTERMS governing the carriage being specified on the carriage order.

In the case of **international carriage**, the carrier shall ensure that the carriage is carried out by a driver who is able to speak English or, where appropriate, German or another language specified in the order.

The carrier is obliged to comply with **the Transport Regulations of Fosfa a.s., which** are binding on the premises of Fosfa a.s. and on the premises of Omnisal GmbH, at Dessauer Strasse 128, 06886 Lutherstadt Wittenberg. The traffic regulations of Fosfa a.s. are displayed in the form of signs and pictograms on the information board at the gate at the entrance to the premises of Fosfa a.s. and Omnisal GmbH, where the driver is obliged to familiarise himself with them. The haulier must adapt his driving style to the ongoing rail and road traffic.

The carrier (meaning also the driver of the carrier or another employee of the carrier or a person authorised by the carrier) must not consume alcoholic beverages or abuse other addictive substances on the premises of Fosfa a.s. or Omnisal GmbH or enter or enter the premises under their influence. The Carrier shall, upon the instruction of an authorised employee of Fosfa a.s. or Omnisal GmbH designated in writing, submit to a test to determine whether he/she is under the influence of alcohol or other addictive substances. In the event of a positive result, the carrier will be banned.

If the carrier refuses to submit to an alcohol/addictive substance breath test (or to the collection of biological material for an alcohol/addictive substance test), the carrier 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 had been positive.

There is a ban on smoking (including electronic cigarettes, heated tobacco and similar substitutes for cigarettes or tobacco) throughout the premises of Fosfa Inc. and Omnisal GmbH.

The carrier is obliged to **confirm his agreement in writing to the contents of the shipper's transport order, of which the Safety Instructions for Drivers are an integral part.** These Driver Safety Instructions are placed in the form of signs and pictograms at the end of each order, the Carrier is obliged to familiarize itself with and comply with these Driver Safety Instructions and to deliver its acceptance of the contents of the transport order once to the Sender (electronically). Upon confirmation of the order by the carrier in accordance with the shipper's order, the contract shall become valid and effective. In the event that the driver fails to comply with any of the safety instructions upon entering the premises, he will be expelled from the premises of Fosfa a.s. or Omnisal GmbH and the shipper will be entitled to compensation for the damage caused thereby.

2) Payment terms

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

The invoice by which the carrier charges the transport price is **due** 60 days from the date of receipt of the confirmed original CMR (in the case of international transport) or delivery note and the invoice with the consignor's order number (or a copy of the order).

The CMR must be duly endorsed in accordance with the current VAT law:

- The name of the person taking delivery of the goods (in clearly legible capital letters)
- Date of receipt of the goods by that person
- Signature of that person

In the event of damage to the consignment or other loss or injury, the Sender shall be entitled to withhold payment of any of its pecuniary obligations to the carrier until it has been determined whether the carrier is liable for the damage or other loss or injury, in what amount and when the damage or injury will be compensated. The period of time for which the invoice is due shall be extended. The consignor shall be entitled to set off the damage or other injury suffered against the carrier's claim for payment for transport.

3) Obligations of the carrier

The carrier must have valid carrier's liability **insurance** covering his liability in full. At the request of the consignor, he shall produce proof of the existence of such insurance and of payment of the insurance premium.

If problems or uncertainties arise during carriage, including delays or accidents, the carrier must inform the consignor without delay. The carrier shall take all steps to secure the products during carriage. In such cases, the carrier is prohibited from contacting the consignee unless instructed to do so by the consignor.

The carrier is obliged to observe the time and date of loading and unloading. The driver must prove his identity with a valid identity card or passport when entering the premises of the consignor or Omnisal GmbH. The driver is only allowed to park the vehicle in the designated parking spaces. When unloading, the driver must also follow the instructions of the consignee.

The carrier is obliged to ensure that, throughout the entire period of transport of the consignor's goods to the customer (i.e. from loading at the consignor's premises to unloading at the customer's premises), the means of

transport is in a sound technical condition. It must be dry, properly maintained and always thoroughly cleaned, free from pests, mould and other sources of contamination in the cargo area, and odour-free.

The floor, walls and ceiling of the means of transport must be intact and free of visible damage and holes. Prior to loading, the cleanliness and technical condition of the hold shall be checked by the dispatcher or Omnisal GmbH. In the event that the hold is not clean or the means of transport is in an unsuitable condition, the consignor is entitled to refuse loading and to request a replacement means of transport. If, for this reason, the schedule is disrupted and the customer's unloading date is not met, or the shipper's loading schedule is disrupted, and the shipper incurs costs or damages in connection therewith, the carrier shall be liable to reimburse the shipper in full for such costs or damages. The driver must be present at the loading. The shipper prefers a semi-trailer with XL certification.

When transporting food-grade phosphoric acid and phosphates, the carrier is obliged to comply with the requirements set out in the FSSC 22000 standard. When transporting feed-grade phosphates, the carrier is obliged to comply with the requirements set out in the FAMI-QS standard.

Measures must be taken to protect the cargo from contamination during loading, transport and unloading. If the vehicle is parked or left unattended, measures must be taken to prevent the cargo from being spoiled and to avoid compromising the safety of food and feed. The carrier must not transport any products or materials together with the consignor's products which could cause contamination or adversely affect the safety and quality of the consignor's products.

In the event that transport under controlled conditions is necessary, the carrier shall comply with the shipper's requirements and maintain records of conditions during transport.

In all cases of transport, the driver must wear the prescribed personal protective equipment, i.e. protective work clothing (**long trousers** are required, short sleeves are allowed), **sturdy work boots**, protective gloves and a safety helmet. Protective goggles or shield must be used when handling hazardous chemicals and mixtures that are classified as corrosive.

When transporting detergents, the transporter must ensure that the temperatures of the products transported are within the optimum range of 5 - 40 °C for the duration of the transport.

4) Transport of dangerous goods / transport in tanks

The conditions set out in (1) to (3) above apply to the carriage of dangerous goods/tanker transport in its entirety, and in addition the following conditions apply to such carriage.

In the case of **the 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 produce a Certificate of Approval of the vehicle for the carriage of dangerous goods) and to ensure that the carriage is carried out by a driver who is trained to do so, i.e. he must hold 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 the driver. The haulier must provide a tank/container for loading which meets the requirements for filling volumes as defined in paragraph 4.3.2.2.4 of the ADR Convention. The vehicle must be equipped with safety signs model No 8 and orange plates with numbers according to the substance being transported. During loading and unloading, the driver must wear protective clothing (long sleeves and trousers are required), sturdy footwear, a safety helmet, safety gloves, goggles or a shield. The tanker must be equipped with a clean, visibly marked bottling hose, intended for food purposes, at least 12 m long. After the hoses have been washed at the washing machine, the seal numbers must be indicated on the washing report. The tanker must also be equipped with a working compressor. In the event of an accident, the driver must be equipped with 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 drain plug, 2 kg of sorbent, a broom, a shovel, a catch basin, sealing agents (rags, special sealant). If the vehicle does not meet 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 tanker**, before loading at the consignor's premises, the carrier must be able to produce the safety data sheets of the 3 previous substances transported and the ECD certificates of cleaning, the consignor being entitled to retain the original. The tanker will not be loaded without the presentation of this certificate. The clean-up certificate must contain the identification of the last product transported: 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 attestation must be available to the consignee of the goods. A cleanliness check is carried out before loading. The driver is required to make the tank truck available for cleanliness inspection (chambers, outlets and hoses), raise the guardrail on the fill side and cooperate with the operator to dispatch the acid.

The transporter must also take into account the *Blacklist of substances prohibited as direct precursors of our products in tankers/containers*. This list is regularly updated and the current version is available [here](#). If the carrier does not take this list into account, he will automatically be considered guilty in the event of any product degradation. In case the tanker is not clean, the shipper is entitled to send the tanker for cleaning. If, for this reason, the schedule is disrupted and the customer's unloading date is not met, or the shipper's loading schedule is disrupted, and the shipper incurs costs or damages in connection therewith, the carrier shall fully reimburse the shipper for such costs or damages.

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

The conditions in (1) to (3) above apply to the carriage of goods on pallets / returnable pallets / carriage of food additives in full, the conditions in (4) above apply to the carriage of goods on pallets / returnable pallets / carriage of food additives to the extent of the conditions for the carriage of dangerous goods other than in tanks, and in addition the following conditions apply to such carriage.

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

When transporting goods on returnable pallets, the carrier is obliged to have the same number of Euro pallets of class A quality for exchange. The pallets must be clean, undamaged, and free of any unevenness or deformation across their entire surface. The pallets must not have any splinters or partially missing blocks. The wood of the pallets must be light in colour.

If this cannot be ensured, the carrier is obliged to return the same number of Euro pallets of class A quality to the sender after the transport has been completed. 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 fulfilled. The carrier shall then be obliged to send a confirmation of the circulation of the returnable packaging, which is handed over to the driver when the pallets are exchanged, together with the invoice.

6) Final provisions

Fosfa a.s. is committed to high ethical standards according to the Fosfa Code of Ethics. The Supplier undertakes to comply with the principles of this Code of Ethics. The Code of Ethics is available on our website - [here](#).



In the event of non-compliance with the agreed conditions of carriage by the carrier, the **shipper** is entitled to claim a contractual penalty of up to **EUR 1,000.00**. This is without prejudice to the shipper's right to compensation for any damages. The right to a contractual penalty shall also apply to rude or improper behaviour of the driver during loading and unloading.

All disputes arising out of and in connection with the concluded contract of carriage shall be finally settled by three arbitrators at the Court of Arbitration of the Czech Chamber of Commerce and the Czech Chamber of Agriculture in accordance with its Rules and Regulations.

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 the confirmation of the order for carriage or in another commercial document.

The Sender reserves the right to amend these General Conditions of Carriage, which shall take effect on the following date: to be updated upon approval

The current General Conditions of Carriage can be found on our website www.fosfa.cz. [here](#)