General Conditions of Carriage for other Types of Transport
Fosfa a.s.
with the registered office at Hraniční 268/120, Břeclav – Poštorná

These General Conditions of Carriage for other modes of transport (hereinafter referred to as "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 a 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 sender, where the place of dispatch is either the registered office of the sender 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 carry out the carriage of goods on the basis of the agreed conditions (hereinafter referred to as the "contract").

If the carrier carries out the transport through a subcontractor, he acknowledges that these General Conditions of Carriage are binding in their entirety on the subcontractor and is obliged to acquaint the subcontractor with them and to inform him of their binding character for the transport 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, not the carrier's conditions of carriage, shall prevail 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 binding on 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 Coll. m.s), the Convention concerning International Carriage by Rail COTIF promulgated by Decree of the Minister of Foreign Affairs No. 8/1985 Coll. (as amended) including the Uniform Rules for the Contract for the International Carriage of Goods by Rail (CIM - Annex B to the Convention) and the Regulations concerning the International Carriage of Dangerous Goods by Rail (RID - Annex C to the Convention).
In the case of the carriage of dangerous goods, the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) - published as Decree No. 64/1987 Coll., as amended (hereinafter referred to as ADR) is also binding on the contractual relationship. The provisions of these international conventions take precedence over the provisions of the Civil Code. The course of carriage shall also be governed by the pre-agreed parity of INCOTERMS, whereby the parity and the year of issue of INCOTERMS governing the carriage shall be specified on the carriage 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 (i.e. also the driver 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

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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's Safety Instructions are placed in the form of signs and pictograms at the end of each order. The Carrier is obliged to familiarise 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 any damage caused thereby.

The driver is obliged to prove his identity with a valid ID card or passport when entering the premises of the sender or Omnisal GmbH.

The invoice by which the carrier charges the transport price is due 60 days from the date of receipt of the confirmed delivery note and the invoice bearing the shipper's order number (or a copy of the order). All documents 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 injury, the Sender shall be entitled to withhold payment of any monetary obligations owed by him to the carrier until it has been established whether the carrier is liable for the damage or other 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.

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 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 date and time of loadingWhen entering the consignor’s premises or those of Omnisal GmbH, the driver is required to prove their identity by presenting a valid identity card or passport. The driver is only authorised to park the vehicle in the spaces designated for that purpose. When unloading, the driver is also required to follow the instructions of the consignee.

The carrier is obliged to ensure, 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), that the means of transport is in a sound technical condition, and that the container or other space intended for the direct storage of the goods being transported is always properly **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 from 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,

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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 fully reimburse the shipper for such costs or damages. The carrier must be present at the loading.

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, appropriate measures must be taken to prevent the cargo from being compromised and to avoid any risk to 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.

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

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

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

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 homepage - here.

In the event of non-compliance with the agreed conditions of carriage by the carrier, the sender is entitled to claim a contractual penalty of up to EUR 1.000,-. This is without prejudice to the sender's right to compensation. The right to a contractual penalty shall also apply to improper or improper conduct of the carrier 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: to be corrected upon approval of the Conditions.

The current General Conditions of Carriage can be found on our website www.fosfa.cz - here

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