

EUSPEDIT CZ, a.s. Company General Terms of Carriage

I.

The customer is a duly established company, which is registered according to Czech legal regulations and is authorised to carry out business activities. The forwarder, a trading company, declares that it is a duly established company, which is registered according to Czech legal regulations and is authorised to carry out business activities in the field of international cargo road carriage. The forwarder, a private individual, is a self-employed individual, which carries out business activities on the basis of the Trades Licensing Act. As a self-employed individual the customer is duly registered and is authorised to carry out business activities in the field of international cargo road carriage.

II.

On the basis of the customer's orders the forwarder undertakes to carry out domestic or international road transport in accordance with the customer's instructions and in accordance with these General Terms of Carriage for the customer. The customer shall place an order for carriage always by means of a written order, which shall contain the place and date of loading, the place and date of unloading, the price for transport and the requirements placed on the transporting vehicle. The written order is also understood to mean an order sent by fax or e-mail. By acceptance of the order by the forwarder a contractual relationship is established between the forwarder and the customer and the forwarder is required to carry out the contracted transport according to the customer's order, according to these General Terms and according to the CMR convention. The forwarder is not authorised to carry out transport by means of a third party without the customer's prior written consent. In the event of breach of this duty, the forwarder is required to pay the customer a contractual fine in the value of three times the value of the arranged transport for every breach of this duty. The forwarder is responsible for its employees.

III.

The forwarder charges the customer an arranged price for carrying out transport by invoice. The invoice must contain all the prerequisites of a tax document required by Czech legislation. The invoice due date is 60 days from the day of delivery of the invoice (with all statutory prerequisites) by the forwarder to the customer, together with the confirmed bill of delivery, the palette bill and two original CMR. The sixty-day time limit for payment of the invoice commences running from the day of delivery of the originals of the afore-mentioned documents and invoice including prerequisites, the variable symbol is the customer's order number. The forwarder is required to give the confirmed bill of delivery, the palette bill, the record of temperatures during the carriage (if this applies to the transport) and two originals of the CMR, to the customer within 10 days of the date of unloading given in the order. In the event of breach of this duty the forwarder is required to pay the customer a contractual fine in the value of 5,000 CZK for each of the afore-mentioned documents, that it does not hand over to the customer duly and in time.

IV.

The forwarder is required to adhere to the binding deadline for loading and unloading as given in the order. In the event that a delay is caused by the sender or the recipient during loading or unloading the forwarder is required to ask for a confirmed and duly completed protocol on delay of the vehicle. During breach of this duty the forwarder is liable for damages incurred by the customer. Damages also include potential penalties, interest from delay, contractual fines or other sanctions, which the customer is forced to pay.

V.

The forwarder is required to adhere to the prescribed information on customs proceedings and border crossings and must always have the transport documents duly confirmed (CMR loading bill, EUR, JCD, T1, T2, T5, EX-documents, TIR carnet, according to the customs regime in which the transport was carried out). The forwarder is required to arrange due liability insurance in accord with the CMR convention, which also applies to loss of the consignment or its part. In the event that the subject of transport is electronics or electronic components, the forwarder is required to arrange insurance for cases of damages to the transported consignment in the value of the full standard price of the transported consignment. In the event of breach of this duty the forwarder bears the full risk of damages to the transported consignment (in the value of the full standard price of the transported consignment), and is required to pay the full damages in the event that these occur. The forwarder is required to submit the insurance document to the customer.

VI.

The forwarder is required to immediately inform the customer of all complications arising during loading, during carriage or unloading (particularly with regard to damages, loss or technical malfunction of the vehicle or transported consignment, or its part, delays at border crossings or delays or inconsistencies during loading or unloading, etc.).

VII.

The forwarder is required to provide a vehicle with a clean loading area, thermal insulation box with aggregate for assuring constant temperature, functional customs seals and the vehicle must be in proper technical condition fulfilling the terms specified for vehicles carrying out this type of transport. In the event of a technical malfunction of the vehicle during the course of transport, the forwarder is required to inform the customer of this fact and repair this technical malfunction as soon as possible. In the event of breach of this duty the forwarder bears the risk of damages to the transported consignment. As well as this the forwarder will also be required to reimburse the customer for all costs, including additional costs, for arranging another vehicle with satisfactory technical prerequisites and in a satisfactory condition for carrying out the transport.

VIII.

The forwarder is required to equip the crew with the necessary road permits and sufficient finances for carrying out the transport. The forwarder undertakes to use crews for the vehicles who have all the prescribed training for this type of transport. The forwarder also undertakes to acquaint the vehicle crews with the duties given below:

- a) The driver must not leave the site of loading without a completed CMR loading bill and commercial invoices to the loaded goods.
- b) The driver is present at loading and is required to check the number and identification of the loaded goods according to information given on the loading bill, the evident condition of the packaging and any differences in number as well as damages to packaging or goods. If the driver discovers any defects he must enter the corresponding reservations into column no. 18 of the CMR loading bill. By signing the CMR loading bill the driver confirms that the information given

on the loading bill corresponds to actual fact and the forwarder is liable for any differences discovered on unloading according to the CMR convention.

c) The driver must check the method used to place and secure the cargo, so that according to the driver's knowledge the consignment cannot be damaged as a result of transport. In the event that there is a risk of damage to the consignment due to incorrect placement of the consignment in the vehicle, the driver asks the sender to place the consignment properly and, if the sender refuses to do so, the driver is required to enter a reservation to the method of placement in the CMR loading bill.

d) If the driver is prevented from being present at loading, he enters this fact into the CMR loading bill and if a difference is established at the site of unloading the driver adds the reservation "Truck arrived with an undamaged customs seal".

e) The driver must write all reservations regarding loading of the consignment into all copies of the CMR loading bill and into the copy that remains with the sender. If the driver is not permitted to enter his reservations into the CMR loading bill he will not sign this loading bill and will ask the customer for instruction on how to proceed and shall take steps according to these instructions.

f) The driver is required to inform the forwarder's or customer's dispatch centre by telephone of every delay in transport that could result in non-fulfilment of the deadlines given in the order.

g) If damages to the goods are established during unloading and this fact is entered in the CMR loading bill or a protocol of damages is written up with the driver, the driver must immediately contact the customer's dispatch centre and must not leave the site of unloading without its consent. If the driver signs a protocol of damages he is required to read this protocol properly and in the event that he is unable to judge utilisation of the damaged goods he must write "does not confirm that the goods cannot be used" before his signature. In the event of breach of duties according to this article of the General Terms of Carriage the forwarder is required to compensate the customer for all damages. As well as compensation of damages the forwarder is also required to pay the customer a contractual fine in the value of 5,000 CZK for each breach of the afore-mentioned duties.

IX.

The customer undertakes to provide the forwarder with all information important to due performance of the transport, which the customer is aware of before the transport is commenced or during the transport. If the transported consignment has goods insurance the customer is required to notify the forwarder of this fact and to inform the forwarder of the time period for which the cargo has goods insurance. Otherwise the forwarder is not liable for damages incurred by non-adherence to this duty.

X.

If the customer's business partner files a complaint against the transport carried out by the forwarder, the customer informs the forwarder of this complaint and asks for the forwarder's statement regarding this complaint. The forwarder is required to provide a statement regarding the complaint, which it receives from the customer, and to inform the customer of its statement within 3 working days and to duly justify this statement and provide evidence as a basis for this statement. The due date of the invoice issued by the forwarder for the transport in questions is extended until the time the complaint is settled.

XI.

The contracting parties' liability for damages incurred by the other contracting party is governed by these General Terms of Carriage, the Czech Republic legal regulations and particularly the Commercial Code and the CMR convention.

XII.

The forwarder and the forwarder's employees are only authorised to contact the EUSPEDIT CZ, a.s. Company. Neither the forwarder nor its employees are authorised to contact the customer, for which the transport is contracted, directly. The forwarder is not authorised to carry out independent transport for the customer's client without the customer's prior consent. In the event of breach of this duty the forwarder is required to pay the EUSPEDIT CZ, a.s. Company a contractual fine in the value of 10,000,000 CZK within 15 days of breach of this duty. The forwarder is fully liable for breach of duties by its employees.

XIII.

Contractual relations not determined in this contract are governed by the provisions of the Commercial Code, the CMR convention and other legally binding regulations, which both Contracting parties are required to adhere to. The individual provisions of these General Terms of Carriage are separable and the invalidity of any of the provisions or its part does not affect the validity of the remaining provisions of these terms. In the event of dispute the parties undertake to replace invalid provisions with new provisions which shall be valid and which are closest in purpose and content to the invalid part of these terms.

XIV.

If a claim to compensation of damages, payment of contractual fine or other cash payment arises to the customer against the forwarder, the customer is entitled to set this claim off against the forwarder's receivables for payment of the arranged price for the executed transport.

XV.

The customer is entitled to change these General Terms of Carriage. The new provisions coming into effect on the day they are published. The forwarder is required to verify the current wording of these General Terms of Carriage before carrying out transport.

In Prague, on 01/07/2009

