

**Ewals Cargo Care****CONTRACT OF CARRIAGE****24/HY/F/03/00135****We hereby send you, as agreed, the following:**

The contract price valid only if all conditions of the contract are fulfilled

The end of the document is marked in the footer on the last page

Customer: EWALS CARGO CARE spol. s r.o.Prosecká 851/64 190 00 Praha 9 www.ewals.cz**Attention:** Invoices must be issued on EWALS CARGO CARE spol. s r.o., Prosecká 851/64, 190 00 Praha 9, but send it on EWALS CARGO CARE spol. s r.o., Děčínská 1762, 470 01 Česká Lípa.**Carrier: Delta Logistics s.r.o., Kodymova 2536/14, Praha 13 - Stodůlky, 158 00, TAX ID: CZ24295540****Phone:****Fax:****E-mail:** lenex@lenex.eu**Truck type:** Mega**Truck Nr.:****Distance:** 0 km**Contract price:****950,00 EUR****All In****Attach to Consignment Nr. 24/HY/C/03/00236:**

copy of CMR, copy of delivery note

04.03.2024 08:00 hod - 04.03.2024 14:00 hod**Altex Textil Recycling GmbH, Gronauer Strasse 105, 48599 Gronau, DE, GPS: E 7.032951° - N 52.183560°****Loading** number: 24/HY/C/03/00236**Code Loading:** 5864289**Goods:** automotive plastový granulat**Other description:** bigbags granulate - FULL MEGA TRAILER LOAD**Packing:** Count: 1**Load m:** 13,60 m**Weight:** 24000 kg**Volume:** 86,50 m3**Temperature mode:****Temperature:****ADR:** NE**UN code:****Classification code:**Po naložení prosím o avizaci!
nutná je MEGA; 3m vnitřní výškyV případě komplikací nebo dotazů prosím kontaktujte disponentku Pavlínu Voničkovou +420 603 557 816, pavlina.vonickova@cz.ewals.comIn the complications or queries please contact Pavlína Voničková +420 603 557 816, pavlina.vonickova@cz.ewals.comFakturu s doklady zaslat na email adresu: einvoice@cz.ewals.comInvoice and documents please send on mail adress: einvoice@cz.ewals.com

24/HY/F/03/00135

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Praha, oddíl C, vložka 1421. IMS: Z/09/01

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05.03.2024 08:00 hod - 05.03.2024 08:00 hod

AAH Czech s.r.o., Nové Zákupy 528, 471 23 Zákupy, CZ, GPS: E 14.657560° - N 50.702580°

Note: bývalé IAC Zákupy

Offloading number: 24/HY/C/03/00236

V případě komplikací nebo dotazů prosím kontaktujte disponentku Pavlínu Voničkovou +420 603 557 816, pavlina.vonickova@cz.ewals.com

In the complications or queries please contact Pavlína Voničková +420 603 557 816, pavlina.vonickova@cz.ewals.com

Fakturu s doklady zaslat na email adresu: einvoice@cz.ewals.com

Invoice and documents please send on mail address: einvoice@cz.ewals.com

The contract price: Freight charge 1,00 x 950,000 = 950,00 EUR
Gronau (DE)-Zákupy (CZ)

Arrangement of the contract of carriage:

- 1) This contract of carriage is obligatory for the carrier to carry out with extreme care of the shipment and he is obliged to observe the negotiated conditions and instructions of carriage received from the customer and he is responsible for incurred damage to the consignment from the moment of the start of loading. In addition to damages, the carrier must pay the client a fine for each individual breach of these conditions, in the amount of the transport. By accepting the shipment, the carrier confirms that all safety and security regulations related to transport are known to him and he is obliged to comply with these regulations.
- 2) The carrier must have a valid liability insurance policy for the appropriate type of shipment, which covers his full responsibility, minimum up to the amount of CZK 6 million, including missing consignment or its part and insurance clause 24 CMR Convention. The carrier undertakes to enter the clause into the CMR consignment note i.e. clause 24 CMR Convention up to the stated value of the consignment, otherwise he states the amount of CZK 10 million.
- 3) Without written consent of the Customer, nothing must be added to the consignment or the goods transferred to another vehicle and the carrier may not use any subcontractor or assistant without the written consent of the Customer.
- 4) In case of any problems and ambiguities during transportation, including delay or endangerment of the agreed upon transport terms, the carrier is obliged to inform the customer about these facts without any delay. The carrier is obliged to inform the customer of any discrepancy related to the contract during the shipment and he shall keep the customer continuously informed about the course of the shipment (exact time of loading, downtime, clearance, customs clearance, exact time of unloading etc.).
- 5) The customer requires prior written agreement of this contract of carriage, and if the carrier does not confirm the conclusion of the contract in writing, but he will deliver the vehicle for loading and the customer will load it, then the contents of this contract are implicitly confirmed by the carrier and both contracting parties hereby declare, that this contract truly captures the content of the negotiated contract of carriage.
- 6) The contracting parties have agreed that the customer will pay the carrier's invoices at the earliest payment day of the customer, which occurs after 45 days have elapsed since the carrier's regular invoice was delivered to the customer, including all required attachments in paper form. The pay day is Wednesday or the next following business day in the relevant calendar week. Required attachments to the invoice are 2 pcs of certified original CMR consignment notes and other documents required in other parts of this contract. All documents must be duly acknowledged and stamped in the usual manner and delivered with the invoice to the delivery address of the customer within 7 days after completion of the shipment. Any invoice without the required attachments or without a customer's shipping contract number is not considered by the parties to be eligible for payment of the freight by the customer.
- 7) The downtime for which the client is responsible will be paid only with a lump sum CZK 300, - /day and only if fully documented by the carrier, i.e. downtime and reasons of downtimes, at the same time, the carrier of the ordering customer must immediately provide information in writing, at the latest within 24 hours since the uprise. Delayed loading or unloading to the extent not exceeding 24 hours is already included in the shipping cost.
- 8) The carrier is required to be involved in loading and unloading, to check the number of items and the designation of the consignment, the apparent condition of the shipment, the package and the way the shipment is placed on the vehicle. In the event that the carrier cannot do so, the carrier immediately during loading/immediately during unloading informs the customer and he immediately makes a written reservation in the CMR consignment note, not only numbers, but in wording with the statement of the reasons. Similarly, the carrier will proceed in the wrong placement of the shipment, where he first informs the consigner and should not the consigner reload the consignment, the carrier informs the customer and immediately during loading he makes a written reservation in the CMR consignment note. CMR consignment note is filled in by the carrier according to customer's instructions and if the carrier did not receive the CMR consignment note from the consigner, he will issue and submit it to the consigner at his own expense, including the protocol on arranged amount of the clause article 24 CMR Convention.
- 9) The carrier is obliged to carry the consignment with the maximum necessary care so that the shipment is exposed to the minimum transport risks, in particular, carefully chooses the mode of transport, the type of vehicle chosen, the transport route, if necessary, a 2-person vehicle crew and stopping points. The carrier must always consider the shipment to be very valuable unless expressly stated otherwise by the ordering party.
- 10) The carrier is obliged to have at its disposal necessary securing materials for loading the cargo, according to the type of cargo. Alternatively, he is obliged to arrange the material for loading at his own expense in order to secure the shipment in accordance with the safety regulations. The Carrier is obliged to perform all customs and similar procedures performed in the course of carriage properly. If the customer concludes a contract of carriage with the carrier and any damage arises due to non-compliance with the instructions of the customer by the carrier, the carrier promises the customer to compensate for the damage incurred.
- 11) The stated shipping price is the contract price, which includes all charges related to shipment. The arranged price includes even 5% additional charges for arranged article 24 CMR Convention, for an agreed competitive clause, using supervised car parks, loading and unloading of the shipment, and express surcharge. Any further increase of the agreed price must be agreed in writing by the customer.
- 12) The Carrier is obliged to pay the customer a contractual penalty equal to the agreed transport price for each individual breach of the following obligations: he does not meet the agreed loading date; does not carry out a proper check on the condition of the consignment or its packaging; does not perform a check of the shipment prior to commencement of the shipment; it does not inform the customer immediately on loading /immediately on unloading about contradiction of the CMR consignment note with this contract; does not abide by the obligation to inform the customer immediately of the delay or endangerment of the agreed transport terms; does not have or does not properly use the necessary tools to properly secure the shipment, does not properly deliver the invoice to the client including the agreed attachments at the agreed date; does not duly send shipping documents electronically to the customer; does not immediately make on loading /immediately on unloading agreed on entries in the CMR consignment note.
- 13) Data about persons, place of loading and unloading, price of shipment or specific conditions of the shipment provided to the carrier while negotiating or during transportation, or the ones following on the documents forwarded to the carrier due to transportation reasons represent a part of business confidentiality of the customer. The carrier can use them explicitly to fulfill this contract of carriage. Any other use or disclosure to other persons is considered unfair competition, up to one year after termination of carriage on the territory of any state on the continent of Europe.



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- 14) Should the carrier perform this contract of carriage with assistance of another subcontractor without any written consent of the customer, he is obliged to pay the client a penalty of ten times the price of the transportation cost. The same amount of the contractual penalty shall be paid by the carrier to the customer for breaching the agreed trade secret protection under this contract.
- 15) In case of multimodal transport, the carrier performs only a part of the shipment within the agreed range and is responsible within the meaning of Article 34 and subsequently CMR Convention as the successive carrier. The carrier is therefore obliged when taking over or handing over the vehicle (i.e. semi-trailer or trailer) with the consignment dully check the apparent state of the vehicle, seals or locks of the vehicle and indicate any deficiencies in the consignment note, check sheet or similar handover protocol and, in the event of a fault finding, immediately inform the customer in writing. If the carrier fails to make any reservations when taking over, then in sense of Article 9 paragraph 2 CMR Convention, it is assumed that the vehicle with the consignment was taken over in proper condition and the carrier is subsequently responsible for damage to the vehicle or consignment during transportation.
- 16) If damage occurs during transport, the risk of which is not covered by the liability insurance of the carrier, there is the right of the ordering party to use all claims of the carrier with the customer for the surety in sense of §2012 Civil Code to secure damages up to the assumed amount of compensation. The carrier is required to prove to the customer, that the damage incurred will be covered by the liability insurance of the carrier, otherwise the agreed security will be released only after the compensation has been paid, unless the contracting parties agree otherwise.
- 17) The carrier is not entitled to assign any claim to the third party without the prior written consent of the customer.
- 18) If the customer and carrier have entered into this contract of carriage, this makes the carrier promise compensation to the customer for damages, including the costs of recovering damages incurred to the customer in connection with the shipment.
- 19) The carrier declares that he can carry out such shipment on agreed terms and that he meets, knows and will comply with all applicable laws of the countries concerned for the proper performance of such international transport, otherwise he is obliged to pay the damages incurred to the customer.
- 20) This text of the contract of carriage replaces all previous negotiations on this contract and contains the full text of the contract of carriage in the sense of § 1740 section 3 and § 2555 Civil Code. Any proposal by the carrier to amend the text of this contract shall be construed as an addendum to this contract, if accepted in writing by the customer. However, if any framework agreement is concluded between the parties, then the contractual relationship between the parties is preferentially governed by the wording of such a framework contract, when its arrangements take precedence over the terms and conditions set out here, and this contract of carriage does not change the provisions of the framework agreement.
- 21) The contractual relations between the parties are governed by the Civil Code (Act No. 89/2012 Coll.), CMR Convention and other legal regulations enforceable in CR or in EU. The carrier's liability for damage to the consignment is limited in the sense of article 23 part 3 CMR Convention by the limit of 8.33 x XDR (special drawing rights) x gross weight of the consignment, except gross negligence according to article 29 CMR Convention and the ordering party substitute obligation for damages incurred to the carrier is limited for one transportation by the limit 1.000 x XDR (special drawing rights). XDR is defined by the ČNB rate for the day of transport initiation.
- 22) The contracting parties have agreed that this contractual relationship does not apply § 2050 Act No. 89/2012 Coll. and the ordering party is entitled to compensation for damages and to the payment of contractual penalties. The amount of the individual contractual penalties expresses the customer's legal interest in the proper performance of this contract, and both contracting parties have agreed the level of expressed interest and accept the amount as reasonable. The contractual penalty is payable within 7 days of sending the customer's call. The transport price for the purpose of the contractual penalty amount is the agreed basic shipping price including VAT. The carrier is not obliged to pay the contractual penalties provided for in this contract of carriage if the breach of his duty was due to force majeure.
- 23) If the parties have agreed to reimbursement in writing for the cost of a unperformed carriage, the ordering party and the carrier have mutually agreed that the compensation for the vain passage will be invoiced by the carrier to the customer always without VAT, since in the course of the vain passage there has been no agreed performance, the goods was not loaded.
- 24) Any disputes arising out of such shipment shall oblige the contracting parties to settle amicably, and if no reconciliation is reached, either party may bring a lawsuit to a local court of jurisdiction based on the customer's place of business.
- 25) The contracting parties confirm by signing that they have read the contract properly and are aware of its contents.

If any part of this contract of carriage is unreadable notify us immediately!

Please sign this contract of carriage and send us your acceptance in writing back.

Best regards

Kryštof Mohaupt

Phone: 737230958

Fax: +420 481 770 305

Mail: krystof.mohaupt@cz.ewals.com

End of document



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