

1. Introductory provisions

- 1.1. These General Terms and Conditions for Transport Services (these "GTC") shall apply to all services provided to DHL, for the carriage of goods in domestic and international road transport (the "Services") by a carrier (the "Carrier"). If attached to, or referred to in, a contract between DHL and the Carrier or a freight order of DHL to the Carrier ("Contract"), these GTC will form part of such Contract; in the event of contradictory provisions, the provisions of such Contract will prevail.
- 1.2. The application of the Carrier's own standard terms and conditions, including any local terms and conditions of Freight Forwarders such as the German Freight Forwarders Standard Terms and Conditions (ADSp), or the terms and conditions of Fenex or of the RHA is excluded.
- 1.3. For cross-border transport, the conditions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) apply. For domestic transportation within the Czech Republic, Act No. 89/2012 Coll. of the Civil Code shall apply.
- 1.4. Nothing shall constitute or be deemed to constitute a partnership between the parties.
- 1.5. Nothing shall constitute or be deemed to constitute an agency agreement between the parties. The Carrier shall have no right or authority to act, enter into any contract, make any warranty or representation, incur any liability or assume any obligation on behalf of DHL or otherwise bind DHL in any way and undertakes to refrain from any such activities.
- 1.6. DHL shall be under no obligation to give any order or amount of orders to the Carrier.
- 1.7. If any clause or sub-clause of these GTC is void, ineffective or unenforceable, that clause or sub-clause shall to the extent required be severed from these GTC without modifying the remaining provisions of these GTC; the voidness, ineffectiveness or unenforceability of particular clauses or sub-clauses shall not affect the general validity of these GTC. If required, DHL will replace the void, ineffective or unenforceable clause or sub-clause by an effective or enforceable clause or sub-clause which as far as possible corresponds to the meaning and purpose of the clause or sub-clause to be replaced.

2. Obligations of the Carrier

- 2.1. The Carrier shall comply with all applicable laws. The Carrier certifies that it has read and understood DHL Group's Supplier Code of Conduct (the "SCoC") at <https://group.dhl.com/en/about-us/code-of-conduct/supplier-code-of-conduct.html> and undertakes to comply with it, as amended from time to time. The Carrier agrees to train its employees to ensure compliance with the SCoC. The Carrier allows DHL or an auditor appointed by DHL to perform a compliance audit on its premises if DHL has reason to believe that the Carrier has materially failed to comply with the SCoC, and also at appropriate intervals even without a reason. DHL will announce the audit with a reasonable notification period. The Carrier shall support DHL or the auditor with compliance audits to an appropriate extent. The Carrier shall undergo compliance screening (third-party due diligence) at DHL's request. The Carrier is obliged to undertake legally required appropriate risk analyses to determine human rights and environmental risks, and to permit and adequately support such risk analyses carried out by DHL. The Carrier regularly informs DHL about any violations and risks in the supply chain that it has identified and the measures taken in this regard. DHL has set up a complaints procedure that is also accessible to the Carrier's employees. Details are available at www.dpdhlcompliance.com. The Carrier must pass on information received from DHL about accessibility, responsibility and the implementation of the complaints procedure in an appropriate manner to its employees and other third parties employed by the Carrier to fulfill DHL's orders. The Carrier must not disadvantage or punish employees on the basis of a complaint.
- 2.2. The Carrier shall ensure that the goods are accepted on time, within the agreed time window at the loading point, carried and delivered on time and free from loss and damage, to the recipient at the destination. It shall notify DHL, preferably using the emergency call numbers if informed of such by DHL, immediately of any hindrances to taking over, carriage and delivery and of any delays which become apparent and any loss or damage of the goods and of all other interference with and threats to transport, including when these are the result of an inevitable event or force majeure, and shall seek instructions from DHL. In the event of an accident, fire or theft, the local police authorities must always be notified.
- 2.3. Only personnel required for the performance of the Services are permitted to be in the vehicle at any time during the performance of the Services.
- 2.4. Except as otherwise agreed in individual cases, the Carrier will assume responsibility for the loading and unloading of the goods (loading the goods safe for transport and loading the goods consistent with safe operation of the vehicle), the securing of the goods on the vehicle, and adequate supervision. If, in the absence of such an agreement, loading is performed by DHL in individual cases, DHL acts in the capacity of the Carrier's vicarious agent. If the parties have agreed that the Carrier is not responsible for the loading, the Carrier is obligated to supervise the loading and must ensure that the goods are loaded consistent with safe operation of the vehicle.
- 2.5. Guarded parking spaces or enclosed private property shall be used if a vehicle is parked and left unattended, particularly during rest periods taken as well as at weekends. The parked vehicle is to be locked and secured. Furthermore, the Carrier certifies that it has read and understood the security requirements at <https://www.dhl.com/content/dam/dhl/global/dhl-freight/documents/pdf/dhl-freight-minimum-security-requirements-EN.pdf> and warrants that it will comply with the security requirements, as amended from time to time.
- 2.6. Transshipping of the goods and, in the case of booked complete loads, the taking over of any further goods is strictly prohibited unless DHL has given its written consent in advance.
- 2.7. The Carrier will fully and accurately document the acceptance and delivery of the goods. The Carrier is obliged to provide DHL with delivery receipts within seven calendar days of request by DHL. When goods are accepted, and at each subsequent interface, the Carrier will check the goods for completeness (number of packages) as well as for externally visible damage and broken seals and closures and will document any irregularities in writing. The Carrier will ensure that any documented irregularities that

have occurred are confirmed by the party from whom it has accepted the goods and by the party to whom it hands the goods over, in writing, giving all the details. An interface is any transfer of the goods from one legal entity to another as well as the delivery at the end of any leg of a route. If the Carrier accepts a sealed unit (i.e. swap bodies, interchangeable boxes, containers), then its duty to inspect shall be limited to a check of the identity and external integrity of the unit and of the seal. The documentation of the above information and its handover to DHL must be made on the freight documents provided by DHL or using the electronic systems provided by DHL.

- 2.8. The Carrier shall ensure that the driver complies with the requirements of the shipper/recipient which are applicable at the place of loading and at the destination, such as house rules, hygiene regulations or security requirements.
- 2.9. Subcontracting of the Services or any part thereof requires DHL's advance written approval. In the event that the Carrier subcontracts the Services or any part thereof, the Carrier shall remain liable to DHL as if the Carrier had provided the Services itself. Any agreement that the Carrier may subcontract any of the Services or part thereof shall not relieve the Carrier of any of its liabilities or obligations under the terms of the Contract. Third-tier subcontracting is strictly prohibited. The Carrier is not permitted to use freight exchanges such as Timocom for subcontracting. The Carrier shall, on request and at short notice, provide DHL with current lists of names of the subcontracted carriers used and notify it of any changes to the lists.
- 2.10. If the Carrier does not comply with the agreed obligations, DHL is authorized to commission a third party to perform the Services. The Carrier shall refund to DHL any additional costs incurred.
- 2.11. If the Carrier accepts customs goods on behalf of DHL, it assures that these, including the associated customs documentation that it receives together with the customs goods, shall be duly presented undamaged, unloaded and unchanged at the customs office of the destination before delivery to the destination. Only if the Carrier is informed by DHL that the recipient has an authorization as an approved recipient for the destination is the Carrier obligated to deliver the customs goods and the associated customs documentation directly to the destination without prior presentation to the customs office. It is also obligated to check the Movement Reference Number (MRN) specified in the freight and customs documents on the CMR document. When delivering the customs goods and the customs documentation to the recipient, the Carrier must have the recipient acknowledge receipt of both the customs goods and the customs documentation. If the transit document and/or the customs goods are not properly presented, the Carrier is obligated to immediately assist in providing proof of the whereabouts (Verbleibsnachweis) of the customs goods. Breaches of duties by the Carrier in connection with the customs clearance may lead not only to claims for damages but may also have customs and criminal consequences.
- 2.12. After leaving the vehicle from the place of loading in the Czech Republic, the Carrier is obliged to enter information about the time of loading into the DHL web application for the ending of carriages, on the website www.fec.dhl.com ("FEC"), on the day of loading. The Carrier is obliged to enter information about the time of unloading of the goods to FEC on the day of unloading upon arrival of the vehicle at the unloading point. If the Carrier does not have this option, it is obliged to inform without delay the DHL employee who issued the transport order after departure of the vehicle from the place of loading or upon arrival at unloading. The Carrier is obliged to upload a copy of the CMR or other delivery receipt to FEC no later than seven days after delivery of the goods; the right to proper payment of the invoice arises only when the Carrier has fulfilled this obligation. The original CMR or other proof of delivery must be provided by the Carrier without undue delay at any time upon request by DHL.

3. Vehicles used

- 3.1. The Carrier is obligated to use only vehicles that are in a technically sound, clean and roadworthy condition and that undergo repair and maintenance at the legally required intervals or the intervals recommended by the manufacturer if those are shorter. In addition, the loading space must be dry, free of dust, odorless and waterproof. The booked loading space must be empty.
- 3.2. DHL prefers the use of environmentally friendly technologies and low-emission fuels. Only vehicles that comply with the current standards, in particular the current European emission standards, are permitted. All vehicles must have a top speed limiter, idle cut-out, low rolling resistance tires, automated manual transmission and permitted aerodynamic enhancements. It is expressly recommended to use vehicles with integrated axle load measurement. The equipment used (swap bodies and semi-trailers) should have flat walls. The Carrier ensures that within 12 months from the market introduction of a new pollutant class with higher requirements, all vehicles used for performing the Services for DHL comply with this new pollutant class. Within this latest pollutant class, vehicles with the lowest-emission CO₂ emissions class should be used.
- 3.3. Only vehicles that offer protection against the effects of the weather and that have the necessary load securing equipment may be used so that the goods are secured against loss or damage at all times, in particular against access by unauthorized persons.
- 3.4. The vehicles must be fitted with mobile accessibility with internet connection and GPS function (e.g. smart phone or comparable appropriate electronic equipment) which must be activated during the time the Services are being provided. The latest version of the apps for driving staff specified by DHL must be installed at all times. The Carrier shall inform DHL of the current telephone numbers on request. The driving personnel must be accessible by phone at all times.

4. Other obligations of the Carrier

- 4.1. The Carrier warrants that it holds the necessary permits (e.g. Community license/EU License, third-country permit, CEMT permit, Swiss license) in accordance with the applicable law. The Carrier will immediately notify DHL of the loss or refusal of a necessary permit. Moreover, the Carrier shall present to DHL on request at any time a copy of any such permit, its entry in the commercial register and/or proof of its registration as a business. If the services are subcontracted in accordance with section

- 2.9, the Carrier is obligated to check before commissioning the subcontractor whether the subcontractor holds the permits and authorizations specified above and must present these to DHL on request.
- 4.2. If the Carrier and DHL have agreed that the Carrier shall provide services on a continuous basis, the Carrier affirms that it is sufficiently equipped in terms of its human and material resources and its operational organization to be able to perform the agreed Services in compliance with the working time regulations for crews of vehicles (e.g. Regulation (EC) No 561/2006 and the Czech and EU regulations on driving times and rest periods where applicable). In the event of obstacles to transport and delivery or other disruptions to the transport process, even if unanticipated, the Carrier shall take all necessary measures to ensure compliance with these provisions.
- 4.3. The Carrier guarantees for itself, and on behalf of any subcontractors, that the Services are executed in accordance with the applicable statutory provisions, in particular with regard to social regulations including the provisions on driving times and rest periods, minimum wages and on the payment of social security contributions. The Carrier ensures in particular, for itself, and on behalf of any subcontractor, and if temporary agency workers are used, also for the agency (temporary work agency) that:
- a. all employees engaged in the execution of the Services receive a legal salary in accordance with contract and social benefits in compliance with applicable legislation and the provisions of any applicable collective bargaining agreements;
 - b. it has not been sanctioned in the past by a public authority or a court as a result of violations of the above-mentioned statutory obligations relating to pay and social security contributions;
 - c. it has never been excluded from public contracts for this reason.
- 4.4. The Carrier shall also conclude identical or at least similar agreements with its subcontractors and temporary work agencies and shall pay them remuneration that allows them to pay their employees the minimum wage and the social security contributions. It will grant DHL the right to check compliance with all applicable statutory provisions at any time; these checks may be carried out either by DHL or by a third party on DHL's behalf. The Carrier shall assist in these checks and work closely with DHL or the third party appointed by DHL. The Carrier shall provide documentary evidence of compliance with the applicable legal provisions upon request. If, due to requirements imposed by DHL, the Carrier runs the risk of non-compliance with these legal obligations, in particular with the driving times and rest periods, it will immediately bring this fact to DHL's attention in writing. The Carrier shall promptly inform DHL about the initiation of any official measures, including criminal or administrative measures, against it and / or its vicarious agents, including subcontractors, insofar as these measures are related to the provision of Services for DHL. This applies in particular to measures or investigations into property or traffic offenses, to breaches of social regulations and other labor regulations, including the duty to pay the minimum wage. The Carrier furthermore will notify DHL immediately if sanctions or exclusions as mentioned in subclauses 4.3b and 4.3c above occur.
- 4.5. The Carrier undertakes to adhere strictly to any applicable rules on cabotage transports. The Carrier must adhere strictly to the relevant provisions on the transport of hazardous goods. In the event that hazardous goods have to be carried it shall, where necessary, use only personnel and vehicles that have an ADR training certificate and are equipped to carry hazardous goods in accordance with the applicable regulations for the carriage of hazardous goods, e.g. ADR. The Carrier shall, if necessary, ensure that the required protective clothing is worn.
- 4.6. When transporting food or animal feed, the Carrier shall comply with all applicable food or animal feed law requirements of a food or feed business operator. Among other things, the Carrier is obliged to be registered with the responsible authorities as a feed or food transporter.
- 4.7. For security reasons, video surveillance may be used at the loading/unloading point. The Carrier shall ensure that its employees are informed about the possibility of video surveillance.
- 4.8. The Carrier undertakes to only use employees with the necessary knowledge and capabilities and the required reliability for carrying out the Services. It will train its employees regularly, especially with regard to carrying the necessary documents and complying with the applicable legal requirements, and also notify them that illicit drug consumption is prohibited. It will only employ persons who hold the required driving license and the required professional driver's qualification. The employees must be well presented when they meet DHL's customers and employees, and must be able to speak the language in the country of origin and/or destination of the transportation and/or English if possible.
- 4.9. The Carrier shall be responsible for the reliability of its vicarious agents. It shall verify this using suitable documents. If requested, the Carrier shall demonstrate the reliability of its company and of its vicarious agents. Persons who have previous convictions for relevant criminal offenses may under no circumstances be used to fulfill the contractual service (for example, property offenses, in particular theft, embezzlement or robbery; traffic offenses or relevant offenses against drugs laws).
- 4.10. Drivers must be identifiable by a company ID card while carrying out the Services, and while they are on the premises of DHL or third parties, they must display their ID card in accordance with the access control rules there.
- 4.11. In addition, in the case of a legitimate interest of DHL, the Carrier is obligated to inform DHL on request which driver (full name and business address) was used by it or its subcontractor for a specific transport. A legitimate interest of DHL exists for example in case of complaints of improper conduct, breach of applicable house and yard regulations, and indications of breach of laws or criminal activity. If there are such complaints or indications, DHL is entitled to refuse the further use of the driver for the provision of the Services.
- 4.12. The Carrier shall carry on each journey all legally required documents and on request hand over these documents and the other documents mentioned in subclauses 4.1 – 4.11 above as well as documents proving the qualification specified there to DHL for checking. The documents mentioned in subclause 4.1 sentence 1 must not be laminated or covered in a similar way by a non-removable protective film. Moreover, the Carrier shall permit DHL and any third parties commissioned by DHL to perform vehicle checks at any time. The Carrier shall issue corresponding general instructions to its employees. If faults are determined in the course of checking the documents, the vehicle or the employees, DHL may refuse to have the vehicle loaded and demand the immediate provision of an employee or vehicle that meets the requirements of these GTC, or DHL may terminate the Contract with immediate effect. The Carrier is obligated to pay compensation for any damage incurred by DHL through the violation of the obligations of this subclause.
- 4.13. The Carrier will strictly adhere to the patent rights, utility model rights, trademark protection and all other rights of DHL and its affiliates to protect the ownership, in particular in terms of dealing with its logo, brands, etc. and will avoid any impairment or improper use and will only use such logos, brands etc. as agreed with DHL and in accordance with DHL's instructions.
- 4.14. The Carrier will confirm in writing the acceptance of resources provided to it by DHL (e.g. means of transport, hand scanners etc.) and will carry and use these items for the provision of the Services only. The Carrier will carefully manage the items handed over to it and protect them against loss and damage. It will return these items immediately to DHL on request at any time in impeccable condition. Means of transport (swap bodies, semi-trailers, roll containers, etc.) are to be immediately returned to DHL upon completion of the respective Services for which they were used.
- 4.15. For transports with semi-trailers or swap bodies ("Equipment") the Carrier, as a rule, shall use its own Equipment; DHL is not obligated to provide the Carrier with Equipment. If DHL does provide the Carrier with Equipment in an individual case, it is provided solely for performing the Services for DHL. Upon handover of the Equipment, the Carrier must check that it is in a roadworthy, technically sound and undamaged condition and has with it all required documents and certificates. The Carrier must immediately inform DHL about any irregularities. If damage to the Equipment is detected, the Carrier must note down the damage and have the damage confirmed by the party handing over the Equipment on the freight documents (e.g., waybill/CMR). The damage must also be reported to DHL before departure. If it is not certain that the Equipment is roadworthy or if any required document or certificate is missing or invalid, the Carrier must wait for instructions from DHL. The Carrier must ensure that the Equipment details marked on the waybill (swap-body number/semi-trailer registration number) are identical with the details of the Equipment received. The Carrier must immediately communicate any discrepancies to DHL and wait for instructions. These instructions must then be noted by the Carrier on the waybill, specifying the Equipment details. If the freight documents do not contain Equipment details, the Carrier must contact DHL immediately after receipt of the Equipment and – by referring to the journey/loading number – must inform DHL about the relevant swap-body number or semi-trailer registration number either in writing or orally. The Carrier undertakes to constantly monitor Equipment in its use to ensure that it is roadworthy and safe to operate. The carrier is liable for loss of or damage to Equipment occurring between the time when the Carrier takes over the Equipment and the time of return of the Equipment to DHL.
- 4.16. The Carrier declares, warrants, and agrees that all applicable foreign trade regulations shall be fully complied with when fulfilling the orders placed by DHL. Neither the Carrier nor its representatives, affiliates, or other third parties directly or indirectly engaged by the Carrier are on any applicable European Union sanctions list (CFSL) or U.S. sanctions list or similar restrictive list of sanctioned persons under any applicable sanctions and embargo laws. The Carrier is not held, managed, or controlled by one or more persons who are the addressees of such sanctions by 50% or more. Its company and the subcontracted freight carriers it uses are not owned by Russian or Belarusian persons, companies, or organizations by 25% or more. No person on an applicable sanctions list and no country or territory subject to comprehensive sanctions or trade embargoes in accordance with applicable foreign trade regulations will be involved in the fulfillment of the orders placed by the Carrier in any capacity, directly or indirectly. The Carrier confirms that when carrying out the transport, it will not travel through any countries against which comprehensive sanctions by the EU, the USA or the UN apply. Furthermore, the Carrier must follow all instructions from DHL with regard to the destination and end user. Military goods may not be transported through countries against which arms embargoes exist. The Carrier confirms that it will not provide any services that directly or indirectly violate applicable foreign trade regulations. The list of sanctioned countries and territories in its current version can be found at: <https://www.dhl.com/content/dam/dhl/global/dhl-freight/documents/posted-documents/glo-freight-list-of-sanctioned-countries-and-territories.pdf>.
- 4.17. At the request of DHL, as far as legally permissible, the Carrier will make available all information and documents, including freight accompanying documents, billing documents, contract documents, EU licenses, documents relating to damage via the applications provided by DHL for these purposes (e.g. DHL Freight driver app, e-datagate) and carry the above information and documents. The Carrier ensures that all information it transmits via these applications is complete, correct and accurate.
- 4.18. DHL implements and maintains information security measures in accordance with ISO 27001 to protect its own or its group companies' information as well as to protect customer, supplier and employee information ("DHL Group Information"). Details can be found in DHL's Information Security Policy. The Carrier is committed to implementing and maintaining appropriate and effective safeguards and controls in accordance with the "DHL Group Partner Information Security Code of Conduct" to ensure the security of DHL Group information. This code can be found at: <https://group.dhl.com/de/nachhaltigkeit/governance/cybersicherheit.html>
- 4.19. DHL processes data using tracking systems for the purpose of tracking shipments, determining shipment status, or planning and anticipating time windows (e.g., loading time, time of arrival). Additionally, DHL intends to use data from the tracking systems employed by the Carrier itself. In this regard, the Carrier commits to providing a release declaration for telematics data transmission upon DHL's request, if not already done. The use of the data occurs within a period starting one hour before the agreed loading time/beginning of the loading window until unloading. DHL provides the data to its customers or third-party providers working for the customers (e.g., so-called Transport Management Platform providers) every 15 minutes during the

aforementioned period, upon request. Furthermore, DHL customers may equip their goods with tracking systems to collect data for the purpose of tracking the goods. DHL will separately inform the Carrier about the specific scope and purpose of this data processing by DHL customers, provided the relevant customer information is available. Additional information on data processing is contained in the "Privacy Notice for Carriers and Driving Staff, DHL Freight" accessible at: <https://www.dhl.com/content/dam/dhl/global/dhl-freight/documents/posted-documents/global-freight-privacy-notice-carriers-and-driving-staff-en.pdf>. The Carrier shall provide the aforementioned Privacy Notice to its driving staff and adequately inform them about the data processing.

5. Remuneration

- 5.1. DHL will pay the agreed remuneration for the transportation.
- 5.2. The payment of the remuneration is subject to the submission of a delivery receipt that is properly made out (with the stamp and signature of the recipient).
- 5.3. Any claims of the Carrier in the event that DHL cancels a freight order before the truck is loaded are excluded.
- 5.4. Any claims by the Carrier for demurrage are excluded unless the Carrier reaches the place of loading/unloading at the agreed time and the waiting time is more than twenty four hours per loading/unloading event and the waiting time is confirmed in writing by the shipper or recipient.
- 5.5. DHL is entitled to set off the Carrier's justified claims towards it against claims of the same kind which it has against the Carrier.
- 5.6. Invoices are due 60 days from the date of delivery of a proper and perfect invoice with all the elements of a DHL tax document or an accounting document issued by a non-VAT payer, subject to the conditions in Articles 2.12 and 5.2, i.e. from the date of entry of the POD into the FEC, whichever is later. The Carrier shall send invoices to the appropriate billing address indicated on the order/contract. If the POD is not entered into the FEC, DHL automatically considers the invoice as not delivered and the rules below apply.
- 5.7. The Carrier undertakes to issue an invoice in accordance with the applicable regulations, whereby for invoices for individual shipments the document will be issued and delivered to DHL within 15 days of unloading, and for invoices for shipments for an agreed billing period within 15 days of the end of the period (e.g. week/month). Failure by the Carrier to issue and deliver an invoice even within three (3) months of unloading or the end of the agreed billing period shall result, to the extent permitted by law, in the Carrier waiving its right to receive payment from DHL for the provision of the service in the amount of 30% of the freight charge. If the Carrier fails to issue and deliver an invoice within six (6) months after unloading or the end of the agreed billing period, this shall result in the waiver of the Carrier's right to receive payment from DHL for the service in the amount of 50% of the freight charge. In such cases DHL shall have the right not to accept an invoice from the Carrier that does not reflect the agreed reduction. DHL will require a new proper and unadulterated document or a credit note, and payment will be made upon receipt of both. The Carrier declares that it does not consider this arrangement grossly unfair.
- 5.8. If the Carrier is registered to VAT in the Czech Republic, it is obliged to provide DHL only such bank account number which is opened in a Czech bank and is published by the tax authority on the Internet as required by Czech Act No. 235/2004 Coll., on VAT, as amended, to avoid DHL's liability to guarantee Carrier's VAT payment.
- 5.9. If the Carrier registered to VAT in the Czech Republic becomes an "unreliable VAT payer" within the meaning of Section 106a of the VAT Act, and by this reason DHL becomes liable as guarantor for the Carrier's VAT payments to the tax authority, the Carrier is obliged to inform DHL about such situation immediately.
- 5.10. If DHL, according to the VAT Act, becomes liable as guarantor for the Carrier's VAT payments (e.g., due to reasons described above), then DHL is entitled to pay to the Carrier only the amount net of VAT and the VAT itself can be paid to the tax authority's account. The Carrier agrees with this procedure. In case the Carrier does not provide a disclosed Czech bank account, DHL is also entitled to withhold the whole payment until such account is provided. In both cases all liabilities are considered as paid duly and on time and DHL is not in delay with payment. The Carrier shall immediately inform DHL in case of change of the competent tax authority. Otherwise, the Carrier shall bear all potential costs due to VAT not being paid to the correct tax authority.
- 5.11. The Carrier shall indemnify DHL for any and all damage caused by breach of the Carrier's VAT related obligations as set forth above. Furthermore, DHL has a right to withdraw from the contract without any penalty. The withdrawal takes effect from the date it has been served to the Carrier.

6. Confidentiality and client protection

- 6.1. The Carrier undertakes and agrees at all times to keep in strict confidence and secrecy all information which is of a confidential or secret nature, including without limitation information relating to forecasts, prices, discounts, handling costs, sales statistics, markets, inventories, customers, employees and technical, operational and administrative systems (the "Confidential Information") of DHL and DHL's customers which they may learn in connection with the performance of the Contract. Carrier must not use or disclose the Confidential Information to any other person, firm or company outside the Carrier's group of companies and their respective professional advisers, except only as may be necessary and bona fide within the context of the provisions of the Contract. Where any part of the Confidential Information is already or becomes commonly known in the trade, except by a breach of contract, or is required to be disclosed by any law or court order, then the foregoing obligations of confidentiality in respect of such part of the Confidential Information shall cease to apply. The Carrier undertakes not to use the Confidential Information for its own commercial purposes save in fulfilling its obligations under the Contract. Such obligations of confidentiality shall apply for five years from the date the Carrier receives the relevant Confidential Information, notwithstanding the termination or expiry of the Contract.
- 6.2. The Carrier will not provide the same or similar services as it provides under the Contract within the contractual territory, either directly or indirectly through third parties

(except for DHL and its affiliates), to customers of DHL to which Carrier provides Services on behalf of DHL and with which Carrier comes into contact as a result of providing the Services on behalf of DHL (such as FTL on certain routes). Any contractual relationships between the Carrier and customers of DHL already existing upon conclusion of the Contract or upon the scheduled or actual time of execution of the Contract, whichever is the earlier, will remain unaffected by the obligations under subclause 6.2. The client protection obligation ceases 6 months after the termination of the business connection between DHL and the customer or 6 months after the termination or expiry of the Contract, whichever is the earlier.

7. Liability and Indemnification

- 7.1. It is acknowledged by the Carrier that DHL provides logistics services for its customers. As such, if the Carrier breaches the terms of these GTC or otherwise causes or permits loss, damage or delay, DHL is likely to suffer loss itself or incur a liability under the terms of the agreements it has with its customers.
- 7.2. Subject to the provisions of subclause 7.3, the Carrier agrees to indemnify DHL against all claims, demands and losses whatsoever and by whomsoever made arising from or in connection with the Services, whether such losses are incurred under the terms of any agreement between DHL and its customers (in which case the Carrier shall be liable to the extent set out in such agreement), or are otherwise incurred. For clarity, this obligation to indemnify DHL includes any claims against DHL arising from alleged violations of any applicable law on minimum wages, social security contributions, cabotage rules or social regulations such as laws on driving times and rest periods.
- 7.3. Insofar as the CMR or any similar mandatory legislation is compulsorily applicable to any of the agreements with DHL's customers or to the Services, the Carrier shall indemnify DHL for DHL's liability under the CMR or any similar mandatory legislation.
- 7.4. In addition to the Carrier's liability agreed under subclauses 7.2 and 7.3, the Carrier shall indemnify DHL for all costs incurred by reason of DHL's defense of any claim made against it arising from or in relation to the Services. These costs shall include, but not be limited to, any legal costs incurred by DHL and any third-party costs which DHL is ordered to pay or reasonably settles.
- 7.5. Except in the case of injury to life, limb or health in case of fault on the part of DHL, DHL's liability to the Carrier in contract, tort, bailment, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered shall not exceed the sum of 20,000 euros or the equivalent amount in local currency.
- 7.6. DHL shall under no circumstances whatsoever be liable to the Carrier for any loss, claim, costs, damage, indemnity or expenses of any indirect or consequential nature suffered by the Carrier including, but not limited to, any indirect or direct economic loss or loss of business, goodwill, market share or profits howsoever arising, including due to DHL's fault.

8. Insurance and claims handling

- 8.1. The Carrier undertakes:
 - a. to take out and maintain the following insurance policies:
 - i. Employer's liability insurance, in accordance with the laws of the country in which the services are to be provided and of the country in which the Carrier is based;
 - ii. Motor vehicle liability insurance in accordance with the laws of the country in which the services are to be provided and of the country in which the Carrier is based;
 - iii. Liability insurance for losses and damage to third-party transport aids (trailers, swap bodies, containers, semi-trailers, chassis, etc.) made available by DHL and not owned by the Carrier;
 - iv. Comprehensive business liability insurance, which covers Carrier's legal liability for personal injury or death to third parties (including DHL employees) and/or for damage to third-party property (including property of DHL);
 - v. Adequate transport liability insurance to cover obligations that the carrier enters into with these GTC and otherwise with the provision of the Services.
 - b. to provide DHL on request with copies of the insurance policies listed under subclause 8.1a;
 - c. to inform DHL immediately of any significant changes or the expiry of any of the policies listed under subclause 8.1a;
 - d. to inform the respective insurer about the part of the Contract concluded with DHL that is relevant for the insurer.
- 8.2. The Carrier is obligated to process all claims for damages asserted by DHL without delay and to report them to the Carrier's insurer. The Carrier will notify DHL of the insurer's reference number.
- 8.3. In the event of damage to property or personal injury caused or presumed to have been caused by personnel of the Carrier during the acceptance, transport or delivery of the goods at the customer's, recipient's or other parties' premises, DHL reserves the right to disclose the name as well as the address and contact details of the Carrier to the customer or recipient upon request for the purpose of clarifying the circumstances of the damage.

9. Term and termination

- 9.1. In the case of ongoing obligations, the normal period of notice for termination is one week. The right of immediate termination by either party for just cause is not affected by this. A just cause exists for DHL if:
 - the Carrier is in material breach of the Contract, any violation of the SCoC is considered to be a material breach of contract;
 - the Carrier does not discharge its statutory or contractual obligations;
 - a competitor of Deutsche Post AG or of its affiliated companies gains a direct or indirect controlling influence over the Carrier.
- 9.2. Any termination must be in written form.

10. Changes to these GTC or to the Contract

- 10.1. Changes or additions to these GTC will be notified by DHL to the Carrier in writing. Where the Carrier does not object in writing within 10 working days of receipt of the



- notification, the changes will be deemed to have been accepted.
- 10.2. Changes or additions to the Contract must be made in written form. This also applies to any waiver of the written form requirement.
11. Other provisions
- 11.1. Offsetting or withholding against claims of DHL is excluded. The Carrier waives the exercise of a right of any lien over the goods or a right of retention to the goods.
- 11.2. The Contract does not create, and shall not be construed as creating, any right of a third party against DHL which is enforceable by any person who is not party to it.
- 11.3. Assignment of a claim by the Carrier (i.e. factoring) will only take effect vis-à-vis DHL if the Carrier notifies DHL of the assignment of the claim, including all the necessary information (order and creditor number, name, address, account number of the new creditor, amount, date of validity of the assignment, etc.) and DHL agrees to the assignment in writing.
- 11.4. The laws of the country of the headquarters of the contracting DHL entity will apply. For domestic transports performed within the Czech Republic, Act No. 89/2012 Coll. Civil Code shall apply.
- 11.5. The exclusive place of jurisdiction is the country of the headquarters of the contracting DHL entity, provided that there are no mandatory provisions preventing this. The place of jurisdiction shall be deemed to be an additional place of jurisdiction pursuant to Article 31 CMR. If Article 39 CMR applies, the agreement on jurisdiction is not applicable. For domestic transports within the Czech Republic, the competent court shall be the court of DHL's registered office in the Czech Republic.
- 11.6. The courts at the headquarters of the contracting DHL entity or at the location that is additionally agreed as an additional place of jurisdiction have jurisdiction within the country in accordance with subclause 11.5. In addition, the legal places of jurisdiction remain permissible.
- 11.7. The failure or delay by DHL in exercising any right, power or remedy provided by law or by these GTC or under a Contract shall not, in any circumstances, impair such right, power or remedy nor operate as a waiver of it. No waiver of any right, power or remedy by DHL shall take effect unless it is in writing.
- The Carrier hereby explicitly confirms that these General Terms and Conditions for Transport Services apply to all freight orders for the Services awarded by DHL [insert company name and headquarters of the contracting DHL entity] ("DHL") for the transportation of goods in national and international road freight transport.

Place Date Stamp / Carrier's signature