

TERMS AND CONDITIONS FOR CARRIERS

1. Formation of the Contract and Binding Nature of the Terms

By accepting the transport order issued by Transvia s.r.o. (hereinafter referred to as the "Principal"), the carrier (hereinafter referred to as the "Carrier") confirms the conclusion of the contract of carriage and expressly agrees, without reservation, to these Terms and Conditions for Carriers (hereinafter referred to as the "Terms"). These Terms constitute an integral part of every contract of carriage concluded between the parties. Any unilateral amendments, reservations, or conflicting terms of the Carrier shall not be accepted.

2. Carrier's Obligations and Prohibition of Subcontracting

The Carrier undertakes to perform the transport properly, on time, with due professional care, and in accordance with the information specified in the transport order and the applicable legal regulations, in particular the CMR Convention (where applicable) and Act No. 89/2012 Coll., the Civil Code of the Czech Republic.

The Carrier shall perform the transport exclusively by means of its own vehicles and its own employees. The use of subcontractors (other carriers) without the Principal's prior explicit written consent is strictly prohibited. In the event of a breach of this obligation, the Carrier shall pay the Principal a contractual penalty of CZK 5,000 for each individual breach, without prejudice to the Principal's right to claim full compensation for any damages incurred.

3. Carrier's Insurance

The Carrier declares and guarantees that throughout the entire duration of the transport it maintains valid and effective carrier's liability insurance covering both international and domestic road transport, with a sufficient indemnity limit corresponding to the value of the shipment, but in any case not less than CZK 1,500,000.

The Carrier shall provide the Principal with a copy of the insurance policy or insurance certificate upon request within 24 hours.

4. Duty to Inform and Penalties for Delay

The Carrier shall immediately, and no later than 30 minutes after the occurrence of the relevant event, notify the Principal in writing (by e-mail or SMS) of any circumstances that may affect the proper and timely performance of the transport, in particular loading or unloading delays, traffic accidents, damage to or loss of the shipment, inspections by public authorities, or any other extraordinary events.

In the event of a delay attributable to the Carrier in presenting the vehicle for loading or unloading compared to the time specified in the transport order, the Principal shall be entitled to claim a contractual penalty of CZK 1,500 for each commenced hour of delay.

5. Transport Documentation, Invoicing and Payment Terms

The Carrier shall ensure that all transport documents are duly confirmed by the consignee, including signature, stamp, date, and time of receipt.

The Carrier shall deliver to the Principal a legible electronic copy of the signed CMR consignment note (or delivery note, where applicable) no later than five (5) business days after completion of unloading, to the following e-mail address: fakturace@transvia.cz.

The originals of these confirmed documents must be delivered to the Principal no later than fourteen (14) days after unloading.

The payment term for invoices issued by the Carrier shall be sixty (60) days and shall commence no earlier than the date on which the Principal receives a duly issued invoice (tax document), the mandatory attachment to which shall be the original confirmed transport documents (CMR consignment notes and delivery notes).

Should the Carrier fail to deliver the original documents within the required period, the payment term shall automatically be extended by an additional thirty (30) days. Furthermore, the Principal shall be entitled to charge the Carrier a contractual penalty of CZK 500 for each day of delay in delivering the documents.

6. Cancellation of the Order

In the event of cancellation of a confirmed transport order by the Carrier, or in the event that the Carrier fails to present the vehicle for loading less than 24 hours before the agreed loading time, the Principal shall be entitled to claim a contractual penalty of CZK 5,000 (or the equivalent amount in EUR if the freight price has been agreed in EUR).

This shall be without prejudice to the Principal's right to claim full compensation for any damages incurred, including additional costs associated with arranging a replacement vehicle.

7. Liability for Damage

The Carrier shall be liable for loss, damage, or destruction of the shipment from the moment of taking over the goods for carriage until their delivery to the consignee, as well as for damage resulting from exceeding the agreed delivery period, to the extent stipulated by the CMR Convention (for international transport) and the Civil Code of the Czech Republic (for domestic transport).

8. Confidentiality and Non-Solicitation

All information obtained by the Carrier in connection with the performance of the transport order, including in particular prices, commercial conditions, internal procedures, as well as the identity and contact details of the Principal's customers, loading points and unloading points, shall constitute the Principal's trade secrets and shall be treated as strictly confidential.

The Carrier undertakes not to disclose such information to third parties and further undertakes not to directly or indirectly approach or contact the Principal's customers (including principals, consignors, or consignees) with offers of its own transport services during the performance of the transport and for a period of twelve (12) months following its completion.

In the event of a breach of this obligation, the Carrier shall pay the Principal a contractual penalty of CZK 150,000 for each individual breach.

9. Final Provisions

Legal relationships arising from this transport order shall be governed by the laws of the Czech Republic, in particular the relevant provisions of the Civil Code and the CMR Convention.

Any disputes arising out of or in connection with this contract shall be subject to the jurisdiction of the competent courts of the Czech Republic having territorial jurisdiction according to the registered office of Transvia s.r.o.

By accepting the transport order, the Carrier expressly confirms that it has familiarized itself with these Terms, understands their content, and accepts them in their entirety without reservation.

Trhanov, 5 June 2026

Transvia s.r.o.

