



**General conditions transport cooperation between OMEGA PLUS  
spol. s r.o. with external commercial road hauliers  
Conditions III**

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**General conditions transport cooperation between OMEGA PLUS spol. s r.o.**  
(bellow OP/ordering) with external commercial road hauliers (bellow only hauliers) - hereinafter referred Conditions:

**The provisions of these Terms shall be binding on the implementation of national and international road freight carrier, which has been ordered by company OP transportation.** These conditions are based on § 1746, § 1751, § 1752 and 1758 NL

Transportation contracts concluded with the company OP customers (shippers). Company OP in this agreement acts as a so-called Contracting carrier. Company OP (such as contract / responsible carrier) according to the contract of carriage sender is responsible for managing the shipment. Subsequently, the company OP corresponds to the sender, if carried out the transaction itself, even if the actual implementation of transport used external (ie. Actual / performing) carrier.

Company (firm), in which company OP ordered the carriage, for the purposes of these Terms eventually followed by concluded a General contract on transportation cooperation - hereafter GCTC) and the Order of transport / shipping carrier as command called (although it can be a **freight forwarder**, eg. applying the so-called. the right to own input) and the firm OP as **charterer**.

If transportation is by OP ordered with shippers, then, the freight forwarder will be ordered in securing transportation to apply called so law their own input (either real as real / performing carrier or called so virtually as contractual / responsible carrier). In each case, however, the freight forwarder is also responsible as the carrier for the performance of carriage.

**Transport cooperation will be implemented on the basis of of these Terms** (possibly provision GCTC - if this is closed), **and always specifies for each shipment based on individual orders transport / shipping orders.**

**To perform each transit requested to send Client carriers transport order / shipping command. The provisions referred to in the order of transport / shipping instructions have precedence over the provisions of of these Terms** (possibly GCTC)

Relationships in these Terms (possibly in GCTC) or in a specific order transportation / shipping order shall be governed by the provisions of the CMR Convention, NL or other legally binding regulations, unless otherwise specified. For the relationship between the customer and the carrier will not be used provisions of the General Conditions of Carriage ČESMAD Bohemia.

**The carrier takes responsibility for carrying shipment ordered accepting the order transport / shipping order** - since then carrier is responsible eg. for late place vehicles for loading.

**Transport Order / shipping order must be in writing every time. The carrier with the Client agree that the implementation of the order in writing and deemed in electronic form (esp. Email), possibly by fax, send order.**

**With regard to the provisions of § 1744 NCC parties declare that received order for the carrier / transport command, the customer will be considered by anyone who is not within one hour of sending the customer, the carrier refused in writing.**

**The customer can order transport / shipping carrier command to enter every working day in the time range from 7.00 pm. To 18.00. In other / another time, the carrier is obliged to ensure continuous mobile communication (and consequently e-mail or fax connection) to its competent personnel to communicate to the customer in the order confirmation transport / shipping order (possibly within GCTC - if it exists). In the event that would fulfill the transport order / shipping orders outside the above time range, then the client will notify the carrier by telephone that the carrier confirms Client specific transport order via SMS or phone, with the written order shipment / transportation command is sent to the client carriers during the next working day, not later than 12.00 am.**

**The carrier agrees to immediately (in the shortest possible time) after confirmation of shipment / transportation order to tell the Client RZ performing vehicle, driver's name and number his mobile phone, possibly other information for the proper performance of transport within the meaning of these terms (possibly under the provisions of GCTC - if relevant) a specific order / shipping order.**

**In the event that the client has sent a written order shipment carrier / transport order that should any deficiencies, incomplete, incomprehensible, or the carrier was impracticable, then the carrier must inform the customer immediately notify and obtain from him detailing subsequent written or other instructions.**

If they were during the actual shipment to the carrier required different actions than those laid down in a written order shipment / transportation order, then these carriers may execute only after prior consultation with the relevant contact employee of the Client.

**In the event that the carrier will confirm specific order shipment / transportation order, but then could not (eg. For technical or other reasons) transportation according to the customer requirements entered and left would make such transport to another entity, it is responsible for this transport, if realized this himself. At the same time, however, the general principle is that the carrier is obliged to the Client this fact in advance notified in writing. Without the written consent of the customer must specify the carrier transport to perform another carrier (event. provisions) to the third person. the amount of freight\_carriers (total cost of transport). Written consent of the customer must be requested by the carrier always before the shipment within a period which allows to the Client to enter another transport so as not to endanger the date or other performance parameters of transport. Similar provisions also apply to the transport is provided by the Freight Forwarder that parallel freight forwarder is responsible for procuring and for managing the shipment. For any violation of any of the provisions of this paragraph shall apply a penalty of amount 100 000 CZK (hundredthousandczechcrowns) for each such violation.**

For the loading must be placed vehicle in a proper technical and commercially acceptable condition (ie. Clean, odorless, undamaged cabinets, flooring or canvas, with the necessary means for securing cargo, etc.), Satisfying the conditions required specifically intended to shipping. Specific\_customer requirements can be specified in a specific order shipment / transportation command.

For the case where there are no appropriate delivery vehicle for loading or non-compliance with specified deadlines / times of loading and unloading or non-compliance with any other terms of carriage listed in the order received transportation / shipping order, or if it has been done already canceled orders received shipments later than 24 hours from the date / time loading - the contracting parties agreed contractual penalties, which could save the client to

During driving and stops the driver must not permit access to the cabin or cargo area of the vehicle by unauthorized persons.

The carrier / driver is obliged to require the sender (resp. Company, which consignment loading) transportation and other necessary documents resp. their confirmation – notably delivery note(DN), resp. delivery note CMR (DN CMR), eventually further delivery notes, the basis for any customs procedures (e.g. customs invoice) or other documents required other authorities (e.g. security and accompanying documents under the ADR, ATP, etc.). In cases when the driver will not received from the sender or contracting transportation DL, respect. DL CMR, then the driver is obliged according to the customer supplied dispositions make this list and arrange the necessary confirmation. Furthermore, the driver is obliged ensure proper confirmation of next and in connection with specific shipments eventually issued documents, from all the designated entities / authorities.

For shipments outside the customs territory of the EU, respectively. EFTA, the carrier for the transportation of the relevant customs transit procedure (including mode TIR Convention), unless otherwise specified Client. All formalities of customs procedures, especially to release transit carrier solves in cooperation with the customer. The carrier is obliged to pay eventual additional costs and penalties that TCP (or another transit customs document) has not been transmitted customs office or an authorized consignee properly, respect. within a specified time.

**The carrier is obliged to ensure that his driver personally supervised and controlled during loading / unloading. In particular, to oversee and gave instructions to the sender in correctly implementation. The driver oversees and is personally responsible for the proper storage, distribution and securing shipments in / on the vehicle, also with respect to liability of the carrier for road safety, compliance with the limits of the total weight, axle loading, etc.**

**The driver itself can physically participate unloading and / or loading the consignment in cases where the requested by customer. The requirement for physical presence of the driver when loading from the sender or when unloading from the consignee is not for the carrier / driver authoritative without confirmation by the client.**

**The carrier agrees that all their employees involved in the carriage on the territory of Germany, France, Austria and / or EU, pays at least minimum wage, according to the law in Germany, according to § 1 MilOG, France law Loi Macron and / or Österreich Lohn- und Sozialdumping-Bekämpfungsgesetz – LSD-BG. On the territory of other EU countries where the minimum wage is established and enforced. This is also the sender (client) on request proves.**

**The carrier exonerates the consignor (client) all possible requirements of third party, with incurred as a result of breach obligation consequent from the law of the minimum wage carrier (Germany law, § 1 MilOG, France law Loi Macron and Austria law Lohn- und Sozialdumping-Bekämpfungsgesetz – LSD-BG) or his subcontractor (shippers, another carrier).**

**The carrier / driver is responsible for the proper, timely and complete receipt of shipment from the sender,** in accordance with the order of transport / shipping of orders received from the customer and with the information given in the DN, respectively. DN CMR, respectively in other documents accompanying the shipment (e.g. the delivery note). For eventual violation of any of the provisions of this paragraph shall apply to the carrier a penalty in the amount of 100 000 CZK (hundredthousandczechcrowns) for each violation.

**If the driver impossible to be physically present at the loading, immediately report this fact to the Client and he will indicates this fact in the consignment note / transport document.**

**Upon detection of differences or inadequacies in a shipment status or its packaging** (esp. incomplete, defectiveness, damage to the consignment including its packaging, etc.) **at the point of loading, the carrier / driver must immediately following such determination, inform about the specific status the sender and the customer** (if there is such findings - including e.g. impending damage, etc. - as during transport, then immediately after such detection). **Without the written consent of the customer** (email, SMS) **driver must not leave the place of loading or continue driving.**

**The driver is required to enter their eventual objection in the DN, respectively DN CMR.** Any objections to the loading of the consignment, the driver must fill in all transport documents of of loading, ie. Into the document, which will stay with the sender. **If the driver is not allowed to inscribe objections to the DN, respectively. DN CMR, then he will not sign this documents and immediately he'll requests from the ordering instructions on how to proceed.**

**If there will be at unloading impairment loss, destruction or damage to the shipment (goods) or late delivery, and this fact will be written** (written to DN, resp. DN CMR), resp. if there will be written with the driver a protocol of damage, **then the driver must immediately inform about this facts customer, (email, SMS) and can not leave the place of unloading without permission.**

If the driver signs a protocol of damage or similar notation is obliged to read this properly. The carrier or his driver are not experts of goods, and therefore to them not to comment on the state of the damaged item (goods), except clearly visible and demonstrable defects. **In case of any uncertainty, the driver is obliged to consult the log contents or writing with the client/customer.** The carrier / driver sender must provide the necessary cooperation in ensuring redress, minimize damage, etc., and must follow the client /customer instructions and must be in contact wit him.

**The carrier can not loads of other items to transport the customer ordered without its prior written consent.** In case of failure to comply with this provision, client can enforce to carriers a contractual penalty of up to 100 000 CZK (hundredthousandczechcrowns) for each violation.

**The carrier can not tranship to another vehicle without the prior written consent of the customer.** In case of failure to comply with this provision, client can enforce to carriers a contractual penalty of up to 50 000 CZK (fifty thousandczechcrowns) for each violation.

**The carrier can not carry out a partial or full unloading of cargo at a place other than specified in the DN CMR / transport command, without the prior written consent.** In case of failure to comply with this provision, client can enforce to carriers a contractual penalty of up to 1 000 000 CZK (onmillionczechcrowns) for each violation. In operationally unavoidable cases, the carrier / driver is obliged to accept the operational guidelines of the relevant contact person ordering to the carriers / drivers during the performance of the carriage. These operating instructions may change or

supplement the original layout specified in the shipment / transport order. The carrier may require their subsequent written confirmation, which has no suspensive effect.

**The carrier agrees to immediately and truthfully inform the customer of any complications and obscurities, extraordinary or non-standard situations** (including those that may be the operator / driver expected / anticipated) **incurred prior to or during loading, during transport or while landing - especially regarding damage, loss or destruction of a consignment of late delivery, technical or other disturbances, or its transport vehicle delays irrespective of their cause, delays or inconsistencies during loading or unloading etc., which could negatively affect correct and particularly timely implementation of customer specific carrier for performance of the transport. The carrier / driver is obliged to in the above cases from the customer's request for further instructions.** In case of failure to comply with the above-described information obligations, Client can enforce to carriers a contractual penalty up to 1 000 000 CZK (onemilionczechcrowns) for each violation.

**All possible defects / problems during loading, unloading and transport driver must be written on the shipping documents.**

**In case of any interruption of driving (transportation) the driver is obliged to ensure the consignments responsibly to prevent it from deteriorating, lost, destroyed or stolen by a third party.**

The carrier / driver is obliged to carry out all possible preventive measures which affect the safety of the vehicle and its consignments.

The carrier is obliged to provide training for drivers of vehicles for the corresponding behavior in dangerous situations (e.g. assault, kidnapping, theft, etc.) and regularly inspect their knowledge and compliance. Client may require proof of such training.

The carrier is obliged to protect business secrets customer, owner of the consignment, sender, consignee, eventually other persons, if this in any way acquainted. Within this framework, the carrier is mainly obliged to keep confidential facts constituting a trade secret customer, mainly carried consignments or shipments clients customer, and to refrain from any competitive practices against the Client for use of information, obtained in securing and implementing transportation. For violation of this obligation is considered particularly any contact carrier / driver with clients ordering (esp. the sender and esp. the sender and) in excess of resulting from operational duties arising from a particular shipment, and the use or transfer of business contacts or other information obtained in its own favor or for a third party (or the fact, that the carrier directly or indirectly will requested to shipments sender – client – Customer - can not be to release carrier's liability, a carrier on the other hand must be reported to the Client all such and similar cases). All this is valid for one year from the date of implementation (completion) carrier shipment for customer. In case of doubt the carrier is obliged expected that the relevant fact is a subject of trade secret. For eventual assessment of the carrier is obliged request a written statement of the customer. The obligation under the protection of trade secrets can not be in any way detrimental to the performance of the duties of the carrier under the provisions of these Terms and Conditions (GCTC –if exist) and specific shipment / transport order (eventually from the provisions of the transport contract). the carrier is obliged to with due care to ensure in their employees fulfillment of all obligations. Breach of this duty may be in addition to imposing a contractual penalty also affected under the relevant laws against unfair competition, including criminal laws. In case of failure to comply with the duty of confidentiality carrier / driver or the obligation to protect trade secrets and refraining from unfair competition specified here above and

in case, that the carrier / driver commits a breach of trade secrets customer or called unfair competition, against the customer, manner which is not explicitly specified, is negotiated a contractual penalty up to 1 000 000 CZK (onemillionczechcrowns) for each violation. The Contracting Parties agreed that, that determine the actual amount of contractual penalties due to the Client with the assumption into consideration of character violation these regulation. It provide, that the maturity of the contractual penalty is in this case five days after day following the day, when the customer is notified objection carriers of breach of his obligations, which is the reason to apply contractual penalties.

Eventual contractual penalties are payable within 15 days after being notified customer for its payment.

**The customer is obliged to pay transport cost the transporter for perform transport. Specific the amount of freight (transport cost) is included in of a specific transport / shipment order.**

**Waiting carrier within 24 hours** is included in the total freight cost.

**If not otherwise specified, freight cost states without value added tax.** The customer pays the carrier, if at the time of the taxable event unreliable VAT payer or requires payment to another account than the account published by tax administrator, freight cost in the level of the tax base.

**Payment of freight cost to carriers client performs a transfer order for payment to the issued invoice carrier.**

Invoice for specific transportation, with all particulars of a tax document and the number / position specific shipment ordered by the customer, carrier sent to the client, including unconditional confirmation of receipt of the consignee on the original DN, respectively. DN CMR. Invoice must be issued for each shipment (at intervals determined by individual agreement between the Parties), where among others, must include a stamped and signed transport / shipment of customer and fully / properly completed and endorsed two copies of the consignment note, resp. CN CMR (in according with Art. 6 of the Convention CMR ), with stamp (if there is no stamp, then it must be the ID of person taking over consignee) and name and a readable signature of the consignee.. In the case of transport under customs regime must be DN CMR by the customs authority. These documents must be delivered to the Client no later than 5 days after the end of transport (unless the Parties - eg. the provision GCTC - agreed otherwise).

**Maturity of the carrier invoices the customer is agreed as follows:** In the event that invoice due date occurs within 1st to 15th of the month, then the invoice becomes due on the 15th of the month. the invoice due date occurs after the 15th day of the month, then the invoice becomes due on the last day of the month. In case that an invoice including shipping documents will be not sent to the "delivery address invoices" it agreed to be to extend maturity by 15 days more from the date of receipt of OMEGA PLUS, spol. s r.o., or if the invoice is delivered within 5 days, from the date of unloading to the "delivery address Invoices", a minimum extension of 90 days, but a maximum of 150 days, is negotiated. Individual overdrafts are not matched.

If the carrier states reservation in the CN, respectively. CN CMR or when it is in the context of the implementation of transport damage report written by consignee will be the next steps to solve agreement between carrier and customer.

**If the invoice evidenced by the above-mentioned documents or if it will contain incorrect or incomplete information or if not all prerequisites of sound and faultless tax document, Client is entitled return it to carriers to complete and repair in the due date, and the new payment period runs from the date of delivery of flawless and well documented invoices.**

Carrier has the right for payment of advance (before realize this transport) and the customer notified previously approved and subsequently documented carrier necessary ancillary costs, which are specific with the realization partial shipments eventually connected. The Client shall pay the carrier all reasonably incurred incidental costs, arising during a particular shipment and witch were documented assuming these ancillary costs previously discussed carrier and the customer have agreed in writing, eventually if it has for payment incidental costs such carrier is entitled under applicable laws.

The carrier confirms, that his responsibility is based on these Terms and provisions of the transport contract, and that his responsibility as an international or national road carrier is fully covered by insurance the responsibility of road transport. The carrier hereby declares that the above insurance is covered by the insurance amount to at least 500 000 CZK (fivehundredthousandczechcrowns) for transportation to useful vehicle weight 3,5 tons and 5 000 000 CZK (fivemilionczechcrowns) for transportation to useful vehicle weight over 3,5 tons – each based on a single claim and a means of transport. The insurance policy must contain a waiver of any right to compensation from the customer with respect to any damage caused by or resulting from the activities undertaken under these Terms and Conditions, event. GTCT. All insurance contracts may appoint a customer only as another Insured. The carrier is required, within the order confirmation transport / shipping each order to prove their valid insurance carrier's liability to the customer. The carrier undertakes to fulfill the commitments and obligations arising from the liability insurance of motor vehicle operators.

The Parties agree that some cost / shipments **may be required so the customer required so. special interest in delivery / shipment** (according to the provisions of the CMR Convention). In the case of special interest to the customer – together with so-called the amount of special interest – and other details such transportation, specified in the order in a particular shipment / transport order. Regime of the transport special interest for the carrier is obliged on the order of transport / shipment order explicitly confirm to Client, and stating it separately proposed increase of freight. This increase freight must Client to confirm back to carrier. To shipment order of special interest does not apply presumption of acceptance of your shipment /transport order to sending the customer to carrier within one hour of its.

Considering the nature of transport, the Parties mutually agree, that the carrier is not against the Purchaser to apply a lien on the transported cargo / consignment / goods according to the provisions of the CMR Convention respect. within the meaning of § 2571 NCC nor the provisions of grassroots sale within the meaning of § 2570 ibid. This provision applies accordingly to the non the right of retention carrier.

The carrier is not entitled to transfer his claims to the third party or to stop them without the prior written consent of the client. If the carrier transmits to third parties the execution of the obligations assumed under this contract (only with the written consent of the client), they must agree with them that the receivables that arise may not be assigned. In the event of non-compliance with this provision, the Customer may impose a contractual penalty on the carrier against the carrier up to CZK 1 000 000 (one million Czech crowns) for each such breach.

**The Contracting Parties are free of liability for damage or delay which occurred as a result of**



**circumstances which exclude the liability of the Parties.** Definition circumstances excluding liability shall be governed by the relevant statutory regulation according to which it assesses damage.

**Fulfillment of substitute obligation by carrier is permitted only with money.** This is the case, it was not the Parties otherwise stated in writing.

Possible disputes arising from the carriage performed under these Terms (GCTC - if it exists) or transport / shipment order, the parties have agreed to solve by conciliation and in case of failure then exclusively through materially competent court in Pilsen, Czech Republic (Czech law).

**The carrier declares that the current version of these Terms and Conditions** (published on said web pages [www.omega-plus.cz](http://www.omega-plus.cz)) **well acquainted that he fully understood them.**

**Agreement with the current version of these Terms expresses the carrier confirming the shipment /transport order, resp. sending it to the Client. Conditions are an integral part of every GTCT** (if it exists) **and bind to each order shipment / transport order.**

**Client may make changes to these Terms and Conditions, with an obligation to publish these changes to its aforementioned web pages / site.** The customer is obligated to publish the changes in conditions at least 14 days before they take effect. Carrier is entitled to refuse Changes to these Terms and for this reason a contractual relationship based RSPS governed by these Terms denounce, but no later than one week from the date on which the change becomes valid.

**Contractual parties expressly declare, that the provisions of these Terms and Conditions, which derogate from the provisions of NL, they are negotiated consciously by derogation and they declare simultaneously, that in their good faith and conscience, these provisions are not contrary to good morals, they do not violate public policy or the law relating to the status of persons, including the rights of personality and they are agreed dutifully.** Contractual parties hereby further declare that none of them are in relationships are governed by these Terms does not feel weaker party.

For purposes of these Terms and Conditions are the customer's designated **contact persons** who are identified for each order shipment / transport order.

If under these conditions the abbreviation NCC, it means the new Civil Code no. 89/2012 Coll.

Any declaration of invalidity of any provision of these Terms (or GCTC - if it exists) does not result in their total annulment.

**These Terms and Conditions are publicly available on the website of the provider [www.omega-plus.cz](http://www.omega-plus.cz)**