

According to the international convention CMR and our business terms.

Company address:	<b>RJP perfect spedition s.r.o.</b>	Dispo contact:
Záměstní 1155/27	postal address: Dělnická 213/12	<b>+420 770 620 772</b>
CZ-710 00 Ostrava	CZ-170 00, Praha 7	<b>hrbek@rjp-perfect.eu</b>
DIČ:CZ06544053 IČ:06544053	accounting@rjp-perfect.eu	<b>+420 770 620 269 (hot-line)</b>

Order OO-002716/24PA is for carrier:

Fürst Transporte GmbH  
Kurze Straße 2  
31832 Springe  
DIČ:DE310961055

Carrier main contact:  
+4915207028888  
email: l.fuerst@fuersttransporte.com

Truck plates: **WPR5712/DWR 3353R**

Driver contact:

**Loading and unloading details:****Nakládka**

Date: **18.04.2024**  
from **09:00**  
until: 18:00h

**Hofeditz Industriedienstleistungen GmbH**

Kupferstr. 14  
34225 Baunatal  
DE - Německo

Náklad: lkw 13,6ldm 24t Mega trailer, no pallet change, loading by side,

**Vykládka**

Date: **18.04.2024**  
from **06:00**  
until: 20:00h

**Volkswagen AG**

Industriestraße Nord/H1 WE  
38239 Salzgitter  
DE - Německo

Price:

**510,00 €****invoice + documents send at accounting@rjp-perfect.eu**

d.snoch@fuersttransporte.com  
+48 694 058 062

**!!!! INVOICE + CMR + ALL DELIVERY NOTES SEND TO OUR ACCOUNT DEPARTMENT !!!!**

per email:  
**accounting@rjp-perfect.eu**

by post:  
**RJP perfect spedition s.r.o. - accounting**  
**Dělnická 213/12**  
**CZ: 170 00, Praha**

**It's AUTOMOTIVE transport    Non-Stop contacts +420 770 620 269 ; 420 770 620 018 ; 420 770 620 225**

Time must be abided!!! If will be any problem on the way, please, give me info !

Cargo must be protected from any damage and must be fixed properly. An integral part of this transport orders is the terms of Volkswagen Konzernlogistik including all their amendments. Documents are available on B2B [www.groupsupply.com](http://www.groupsupply.com) or as an attachment sent by email.

Equipment requirement: Code XL Trailer, double-sided pallet stop bar, 15 tension belts according to DIN standard, sufficient antislip mats, full insert slats according to certificate, sufficient edge protectors, locking bars, page 1 and 2 of the XL certificate welded in foil on the inside of the tight door and inside on the bulkhead of the trailer. Both sides agreed on the following:

Standard payment method after receiving all documents (CMR, delivery notes, invoice) on address: RJP perfect spedition s.r.o.

If this is not the case, the payment maturity is automatically extended until the required documents are fully received.

It's AUTOMOTIVE transport. - Times must be observed!

If will be any problem on the way or something like that, please, give us info to these nonstop contacts: Mr. Petr +420770 620 265; Mr. Peter +420770 620 263

Given the importance of shipping, by confirming your order, you acknowledge that you also understand these extra points:

(Verbatim translation of these points into any language on request at the contracting entity)

- Cargo must be protected from any damage and must be fixed appropriate straps also sufficient antislip mats must be used.
- For cancellation on the day of loading by RJP perfect spedition, we undertake to replace unnecessary arrival for loading of 10% of the agreed freight price (if it is proved by a GPS dump). If this is not proven, RJP perfect spedition is exempt from paying extra costs.
- An integral part of this transport orders are the terms of Volkswagen Konzernlogistik including all their amendments. Documents are available on B2B [www.groupsupply.com](http://www.groupsupply.com) or as an attachment sent by email on request.
- For canceling the transport less than 32h before start of loading by the appropriate transport company, we are entitled to charge a fine of 250, - €
- The order is confirmed by sending the truck numbers or when we receive by a short confirmation message about receive, after send order like is: Ok, I have it - signature + stamp are not necessary.

These points are superior to the our General Business Terms and Conditions as transport is treated as a transport with a particular interest in delivery under Article 26 of the CMR Convention!

On the following pages, the following next necessary general terms and conditions:

## **General conditions of the contract of carriage for order OO-002716/24PA**

1. By this contract of carriage, the carrier undertakes to carry out the transport of the consignment from the place of loading to the place of unloading under the conditions stipulated by this contract for the ordering party with professional care and shall be liable for any damage to the shipment from the moment of the consignment. By concluding the contract or receiving the consignment at the latest, the carrier confirms that he is aware of all safety and legal regulations for the carriage and undertakes to comply with these regulations. The Carrier undertakes to secure the consignment note within the meaning of the CMR Convention (hereinafter referred to as the "CMR Certificate").
2. The Carrier undertakes to have valid liability insurance of the carrier for the agreed type of transport which fully covers its liability, at least in the amount of CZK 6 million, including in particular liability insurance for loss and / or damage of the shipment or its part as well. Article 24 of the CMR Convention and Insurance of Special Interest for Delivery pursuant to Article 26 of the CMR Convention, each in the amount of CZK 6 million, unless the parties expressly agree otherwise. The Carrier undertakes to state on behalf of the Contracting Authority the clause of Article 24 of the CMR Convention - the price of the shipment in the amount of CZK 6 million and the clause of Article 26 paragraph 2 of the CMR Convention - the special interest in delivered CZK 6 million, unless the parties expressly agree otherwise.
3. The carrier shall not be entitled to present any other shipment and / or something else and / or attach another vehicle, reload the shipment to another vehicle or to use any other carrier, subcontractor and / or helper to carry the shipment without the contracting authority's written consent. If the carrier breach any obligation under the previous sentence, the contracting authority shall be entitled to a contractual penalty amounting to four times the freight for each individual breach and the carrier undertakes to pay the contractual penalty.
4. In the event of any problems and / or uncertainties arising or detected during transport, including the potential endangering of the agreed dates of loading \ unloading, the carrier undertakes to immediately inform the contracting authority of these facts. The carrier undertakes to inform the contracting authority of the progress of the shipment (exact time of loading \ unloading, origin and reason of delays, clearance time, etc.)
5. The contract of carriage is concluded at the moment of acceptance - confirmation of the order by the carrier (in writing \ email \ phone \ SMS) and if the carrier does not confirm the order, then at the latest moment when the carrier places the vehicle for loading when the parties agree that the content of this contract is thus implicitly confirmed by the carrier.
6. The contractual parties shall agree on the maturity of the freight within 60 days from the delivery of the proper carrier's invoice to the contracting authority's delivery address (RJP Perfect Spedition, Dělnická street 213/12, CZ 17000 Praha), including 2 pieces of confirmed originals of CMR sheets and other documents, if agreed in this contract. All such documents must be duly endorsed and stamped in the normal manner. The invoice must contain the contract number of the contracting authority. If not all the conditions under this Arrangement are fulfilled, the Contracting Authority is entitled to return the invoice to the Carrier for revision with the understanding that this Arrangement applies to the due and / or documented invoice. The carrier undertakes to deliver the transport documents to the contracting authority within 5 working days from the end of the transport. If agreed with the dispatcher, it can only be invoiced electronically to email: [accounting@rjp-perfect.eu](mailto:accounting@rjp-perfect.eu). If documents are sent to an address other than the one indicated, the due date will be automatically extended for another 30 days!
7. The contracting authority's liability for damage incurred by the carrier as a result of delay in loading and / or customs duties and / or unloading, etc. (hereinafter referred to as "downtime"), unless the carrier is responsible for such downtime, is limited by agreement of the parties to 300 CZK for each, even just started day of downtime, while such damage must be properly documented by the carrier confirmation of downtime and reasons for downtime, at the same time the contracting authority must be informed about the downtime in writing by email at the latest within 12 hours of their occurrence. Downtime not exceeding 24 hours in individual cases is already included in the transport price.
8. The carrier undertakes to participate in loading and unloading, to proceed according to Article 8 of the CMR Convention, to enter in the CMR sheet the clauses of Articles 24 and 26 of the CMR Convention, to check the number of items and markings, the apparent condition of the consignment, the packaging of the consignment and the method of storage on the vehicle. If the carrier is unable to do so, it undertakes to make a written reservation to the CMR letter, verbally and with justification. If the consignment is stored incorrectly, the carrier undertakes to notify the sender with a request for remedy and if the sender does not transmit the consignment, he informs the carrier of the contracting authority and makes a written reservation in the CMR sheet. The CMR letter shall be filled in according to the ordering party's instructions and if the sender has not forwarded the CMR letter to the carrier, it undertakes to issue and submit it to the sender at its own expense, including registration of the agreed amount of clause 24 and 26 of the CMR Convention.
9. The carrier undertakes to carry the shipment with maximum and professional care so that the shipment is exposed to the least risks during transport, in particular undertakes to choose carefully the method of transport, technically and operationally capable vehicle type for safe transport of the shipment, transport route, at least two-member crew of the vehicle and a place to stop the vehicle, depending on the nature of the shipment to ensure the protection of the shipment when the vehicle is stopped. As agreed by the parties, the shipment is of great value unless expressly agreed otherwise.
10. The carrier is responsible for proper securing and fastening of the consignment in accordance with safety and traffic regulations and undertakes to dispose of such securing material according to the type of cargo. The Carrier undertakes to properly carry out all customs and professional proceedings performed during the carriage.
11. The agreed transport price is the contract price, which includes all charges related to the transport of the consignment, surcharge for the agreed Article 24 CMR (5% of the freight), surcharge for the agreed Article 26 (2) CMR (5% of the freight) ), surcharge for the negotiated non-competition clause, surcharge for the use of guarded car parks, surcharge for loading \ unloading the shipment, and express surcharge. Any further increase in the agreed price must be approved in writing by the Contracting Authority.
12. The contracting authority shall be entitled to a contractual penalty (I) in the amount of the agreed transport price a) if the carrier fails to properly check the condition of the consignment or its packaging, b) if the carrier fails to check the stowage of the consignment before commencement of transport, c) if the carrier fails to inform the contracting authority in good time of any contradiction of the CMR sheet with this contract, d) if the carrier fails to comply with the obligation to inform the contracting authority in due time of the threat of the agreed dates of loading and unloading .

e) if the carrier does not have and / or does not correctly use the tools to properly secure the consignment and / or fails to secure the proper fixing of the consignment, f) if the carrier fails to deliver the transport documents to the contracting authority in a due and timely manner, (II) in the amount of the agreed price of carriage for each, even commenced, 5 hours of delay of the carrier with the agreed deadline, (III) in the amount of 6 (six) times the agreed price of carriage, unless the carrier makes the agreed entries in the CMR sheet) (in particular the clause pursuant to Article 24 or 26 (2) CMR Convention) and the carrier undertakes to pay it to the contracting authority.

13. The data on persons (consignor \ consignee), place of loading or unloading, freight or specific conditions of carriage communicated to the carrier when negotiating the contract of carriage and / or during carriage and / or resulting from documents submitted to the carrier in connection part of the business secret of the contracting authority and the carrier undertakes not to disclose this information to third parties or to use it otherwise for himself, if he may use it solely for the performance of this contract of carriage, all for 2 years from receiving such information. Any unauthorized use of this information by the carrier or disclosure of this information to other persons is unfair competition. If the carrier breaches the obligation not to disclose and / or use the information pursuant to the previous sentence, the contracting authority shall be entitled to a contractual penalty of CZK 1,000,000 and the carrier undertakes to pay it.

14. If the carrier is liable for damage, the contracting authority is entitled to use all its claims of the contracting authority against the carrier for a security within the meaning of Section 2012 of the Civil Code to secure the right to damages up to its anticipated amount. If the carrier proves to the contracting authority that the damage suffered will be covered by the carrier's liability insurance, the contracting authority shall release the security. Otherwise, the contracting authority shall not release the security until the damages have been paid.

15. The Carrier is not entitled to assign any receivable from the Client to a third party without the Client's prior written consent.

16. The carrier shall make a promise to the contracting authority for compensation (including the costs of recovery) incurred by the contracting authority in connection with the transport.

17. The Carrier declares that it is able to carry out the transport under the agreed conditions, knows, fulfills and undertakes to comply with all legal regulations of the countries concerned for the proper performance of international transport.

18. This contract replaces all previous negotiations on this contract, contains the full wording of the transport contract within the meaning of § 1740 (3) and § 2555 of the Civil Code. Any proposal to amend the wording of this contract by the carrier shall be deemed to be an amendment to this contract only if it has been accepted in writing by the contracting authority.

19. The contract is governed by Act No. 89/2012 Coll. Convention on the Contract of Carriage in International Road Freight Transport and other legal regulations of the Czech Republic and the EU.

20. The contracting parties agree that the contracting authority is liable for any damages incurred by the carrier up to the amount of CZK 10,000 (in words: ten thousand Czech crowns). The contractual parties expressly agree that the carrier waives the right to damages in the range over CZK 10,000. For the avoidance of doubt, the contracting parties state that the carrier's right to compensation by the contracting authority is limited to CZK 10,000 inclusive.

21. The parties exclude the provisions of § 2050 CC and thus agree that the contracting authority's right to full compensation is not affected by the agreement on contractual penalties agreed in this contract. The amount of the individual contractual penalties expresses the contracting authority's interest in the proper performance of this contract and both parties are aware of the amount of the contractual penalty of the expressed interest and accept the given amount as reasonable. The contractual penalty is payable 7 days from the sending of the contracting authority's invitation. The price of transport for the purpose of determining the amount of the contractual penalty shall be the agreed basic price of the freight, including VAT. The Carrier shall not be obliged to pay the contractual penalties stipulated in this Contract of Transfer if the breach of its obligation was caused by force majeure.

22. The contracting parties agree that in the event of divergent conduct in this Agreement, the arrangements referred to as "General Terms and Conditions of the Contract of Carriage" under points 1 to 24 contained on the last pages of this Agreement shall apply unless otherwise agreed otherwise in this Agreement, of this Agreement, if they are different from the arrangements identified as "General Arrangements for Carriage Contracts under Items 1-24 contained on the last pages of this Agreement, do not invalidate such arrangements, but take precedence over those labeled as" General Arrangements for Carriage Contract "of this Agreement.

23. As the applicable law of both procedural and substantive law, the contracting parties negotiate Czech law. At the same time, the contracting parties negotiate the territorial jurisdiction of the courts for resolving any disputes arising from this contract so that in the case of the competent district court, it is the District Court in Ostrava and in the case of the competent regional court it is the Regional Court in Ostrava.

24. By signing and / or performing the carriage pursuant to this Agreement, the parties confirm that they have read the Agreement properly and are aware of its content.

25. RJP expects the Supplier to receive from each of its subcontractors who supply goods or services directly or indirectly to RJP a confirmation that this subcontractor complies with this RJP Supplier Code of Conduct.

#### **Provisions of the Agreement on the Protection of Personal Data**

1. The Client and the carrier are obliged to maintain confidentiality of all facts they have learned during the performance of the agreed activity and which cannot be disclosed to other persons in the interest of the personal data administrator.

2. Ordered and the transporter are obliged to refrain from conduct that could lead to a conflict of legitimate interests of the ordering party or the carrier with personal interests, in particular it will not misuse information acquired in connection with the performance of the agreed activity for the benefit of its own or someone else.

3. Furthermore, the Client and the carrier undertake to handle the personal data of entities, especially employees, business partners and customers, as well as the personal data of third parties with whom it will come into contact, in full compliance with the General Data Protection Regulation GDPR as amended, ie. in particular, it shall maintain the confidentiality of such data as well as any precautionary measures aimed at protecting such data and shall prevent, by appropriate organizational and technical measures, any use or misuse of such personal data by an unauthorized person.

4. Furthermore, the Client and the carrier shall immediately report to each other any suspicion of insufficient securing of personal data or suspicion of unauthorized use of personal data or suspicion of unauthorized use of personal data by an unauthorized person.

5. The client and the carrier are obliged to cooperate on request with the supervisory authority in fulfilling its tasks.

**Order made by: Tomáš Hrbek, +420 770 620 772, [hrbek@rjp-perfect.eu](mailto:hrbek@rjp-perfect.eu)**