



## **Terms and Conditions**

### **Globe Line Projects s.r.o. Ltd.**

Business corporation is registered in the Commercial Register maintained by the Municipal Court in Prague, **section C, file 245801, IC: 04317025**

#### **I. INTRODUCTORY PROVISIONS, SPECIFICATION OF SHIPPING SERVICES**

1. Terms and conditions are an integral part of a shipping contract (order) and they, in a binding way, govern relations arising between shipping agent and ordering party (i.e. shipper and receiver) when arranging goods transportation in domestic and international transportation. By concluding a shipping contract we are under an affirmative intention of the parties to agree on the wording of these terms and conditions as is written below. Ordering party was, before concluding the shipping contract, fully acquainted with the content and business terms and unreservedly accepts these terms and conditions. Services of Globe Line Projects s.r.o. are further provided in accordance to the current conditions applicable to the transport, handling and storage of shipments, with transport documents with the provisions of Bill of Lading or Air waybill issued by the maritime and air carriers and regulations of ship owners and port companies, freight forwarder hired or contracted.

2. Globe Line Projects s.r.o. reserves the right at its sole discretion, partly or totally cancel their services, at any time, without prior notice and without accountability towards ordering party, in case of ascertaining that the provided services or its parts are prohibited by applicable laws and regulations, particularly law of European Union, United States of America or domestic law, including laws and regulations relating to the fight against terrorism and embargos. Further Globe Line Projects s.r.o. reserves the right to withhold coverage and is not obliged to provide any insurance or any other settlement to the extent to which such coverage, performance or payment could expose the insurer to an international sanction, limitation or restriction, which have been announced by UN resolutions, or on the trade or economic sanctions laws or regulations of the European Union, Great Britain, USA or legislation of the Czech Republic. These include in particular insurance coverage to the following countries: Iraq, Iran, Afghanistan, Syria, Cuba, Democratic Republic of Congo, North Korea, Zimbabwe, Burma, Somalia, Libya and Sudan.

3. Price quotations are subject to confirmation of shipping agent according to the Terms and Conditions Globe Line Projects s.r.o. and they are valid in the current transport environment, subject to changes in current tariffs and recent exchange rates.

4. Arranging the transport of consignments means the shipping agent, the following activities:

- a) receipt of shipment to transportation
- b) arranging the transportation of the shipment from the place of receipt to the place of delivery

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- c) arranging the transportation of the shipment to the intended recipient
  - d) redelivery of shipment undeliverable at the first attempt
  - e) possible return of undeliverable shipments to the ordering party
5. Specific provision of freight shipment is taking place from place of departure to destination under the conditions agreed in the Shipping Contract.
6. To secure any claims arising from the Shipping contract, the shipping agent has a statutory lien on the shipment until the consignor, or anyone who holds it in his name or until a shipping agent holds its documents permitting it to dispose of the shipment. The shipping agent may also at his own discretion detain personal chattel (shipment), withhold the shipment against payment due. The shipment shall be completed upon payment being made in full. In exercising the lien, the shipment agent shall proceed in accordance with the provisions §1359 and seq. discipline. no. 89/2012, of the Civil Code. However the shipping agent is not, according to law §1360, permitted to sell the shipment at public auction without the following: When exercising its right to sell it in any other way can use the services of a certified auctioneer with that, the shipment sale must be published at least twice in a national newspaper at least 14 calendar days before its sold.

## **II. PROPERTY OF A SHIPMENT STIPULATED BY SHIPPING AGENT, LIEN ON SHIPMENT**

1. The shipping agent stipulates that the content of the shipment will not be under any circumstances contain the following:  
gold, silver, art, precious metals, banknotes, coins, live animals and organisms, plants, perishable goods, dairy products, meat and meat products, spirits, tobacco, military weapons, ammunition, explosives, rockets, bombs, grenades, combat vehicles and damaged, refurbished or used goods. These goods can be transported, but only after special agreement. If not notify the principal shippers at the order that there are listed matters excluded from transportation, the shipping agent is not liable for any damage or loss of the goods.
  2. Dangerous goods - goods listed in the European Agreement concerning the International Carriage of Dangerous Goods (ADR) is required to properly declare the principal shipping agent. If there is no principal due the goods are declared, the shipping agent is entitled to refuse to transport the goods. There is shipments exclusion of all dangerous goods which transport is by the European Agreement concerning the International Carriage of Dangerous Goods (ADR) and further some listed dangerous goods in classes 1, 2, 3, 4.1, 4.2, 4.3, 5.1, 5.2, 6.1, 6.2 and 7. If the sending properly did not declare the goods, the shipping agent is entitled to refuse to transport the goods.
  3. Ordering party is required to properly pack its shipment with undamaged packaging in considering the nature of the shipment:
    - a) protect the contents of shipments against damage or loss during normal or ordering party's special handling of the shipment
    - b) packaging of the shipment allowed safe and proper manipulation when handling and shipping
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c) on the package has to be marked address to the consignee, and if the nature of the goods requires it mark comprehensible handling or warning signs for specific handling of the shipment

4. Ordering party is obliged to give shippers the correct information available about the contents of the consignment and its nature, as well as all the facts required for concluding a contract of carriage, eg. about its weight, type, quantity, size, brand and sign, the type of packaging, and also notice shippers of higher value items, particularly if adoption of special measures during its transport is requested by the ordering party or if the shipment due to the higher value should be additionally insured. Otherwise, the ordering party must pay compensation for the damage which was done by breach of this obligation to the receiver of the shipment.

5. The shipper reserves the right to charge a penalty for the cancellation of the order by the ordering party. The amount of the contractual penalty is governed by the nature of transport and can be exercised up to the amount of all order, the minimum charged in this case would be the amount of 3,000 CZK, or equivalent in EUR, according to the currently valid exchange rate announced by the Czech National Bank. In case of cancellation by the ordering party, 5 calendar days or less before loading date amounts to a penalty of a minimum 75% of the total fare, in case of cancellation by the principal at an interval of 14 days to 6 calendar days before loading date amounts to a penalty of a minimum 50 % of total transport costs, while the second sentence of this paragraph shall not be affected.

6. The shipper is entitled to lien on the consignment to ensure debt of ordering party under contract, as well as any other contracts to be concluded until the shipment is with them, or with anyone who holds it on behalf of shippers, or until it has documents which entitles dispose of the consignment.

### **III. PRICELIST**

1. Prices for shipping are set depending on the distance, weight, respectively volume of shipments. Tariff for freight, where required support services are in an integral annex shipment contract or the prices are set in the quotation. Additional charges are determined in current tariff.

### **IV. DELIVERIES OF SHIPMENTS**

1. The ordering party procures the delivery of the shipment to its destination in the usual delivery time, according to a reasonable distance transport or on the agreed date with the ordering party. By usual delivery time is meant a time when the shipper usually delivers the shipment to the recipient, unless there are special or unexpected situations while providing for the transport of the shipment. The time limit for loading, unloading, or if need be declaring is 4 hours from the time of arrival of shipping vehicles, unless agreed otherwise. Any extension of this period, or handling of the shipment outside the vehicle is only possible with the consent of the ordering party. Handling of the shipment may be required assuming the use of handling equipment in the vehicle. In this case, this service must be ordered in advance by ordering party.

The shipping agent may apply a surcharge for standing idle beyond the time limit of 30 minutes and handling, set by the current tariff. The shipper is entitled to request confirmation and noting loading times, respectively unloading.

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2. Should delivery times end on a day off work (weekends) or public holidays, the delivery times expire at the same time on the next working day, unless agreed otherwise in the contract.
3. The provisions of the preceding two paragraphs shall not apply to cases where the shipment is at the first attempt undeliverable. Undeliverable mean shipments which were not delivered, even by exercising the necessary care because:
  - a) the consignee was not at the time of its delivery able to reach the specified location
  - b) the consignee refused to confirm in writing its acceptance
  - c) the consignee is not at a designated place of delivery, or he has moved address
4. Undeliverable shipment will be deposited with shippers, and unless redelivery is realised, will be delivered back at the ordering party's expense, without prejudice to the shipping agent's entitlement to reimbursement of shipment and storage charges.
5. Non-acceptance by the consignee does not entitle the shipper to cover the costs incurred of subsequent failure to take shipment. The shipping agent is not liable for these costs unless the payer can prove the legitimacy of his claim of liability of the shipper. Ordering party bears the costs of the repeated delivery of the shipment, reshipment, or space-saving.
6. Globe Line Projects s.r.o. does not exchange pallets
7. The shipment is verified as delivered by written confirmation of the recipient on a standard shipper's form.
8. Any claims by the recipient to the state or condition of the shipment or its packaging must be made by the recipient at the time of receiving the shipment. Refusal must contain a detailed justification, in the case of found damage it must be stated and written on the shipper's standard form. Recipient is prohibited to refuse the shipment without justification. Shipping agent is not liable for damages incurred subsequent to shipment from the refusal to accept the consignment.
9. The ordering party may request the return of packaging from shipper, unless the ordering party has secured exchange of returnable containers arranged with third parties and the conditions for ensuring such a support services are regulated by shipping contract (esp. : requested additional information about the order type of packaging, pricing conditions, sanction conditions, monitoring balance condition). Change of the actual number of packages compared to ordering the shipment with returnable packaging, as well as lack of co-third parties is inadmissible and shipping agent is in such cases exonerated from liability for any damage. The shipping agent does not accept any penalty for the ordering party or third parties which are contractually not committed.

#### **V. SHIPPING PARTY'S LIABILITY FOR DAMAGE TO THE SHIPMENT BEING TAKEN OVER**

1. Shipper has liability to the ordering party for damage to the shipment being taken over unless he proves that he could not prevent it or mitigate its extent by exercising the necessary care, and that the breach of obligations was caused by circumstances excluding liability. Shipper's responsibility as carrier is given by:
    - a) a case of self-input, i.e. if the transport which he has to arrange, perform himself (§ 2474 Act no. 89/2012 Coll., Civil Code)
    - b) as the operator - the operator of multimodal / combined transport
    - c) if at the request of the ordering party does not notify the name of the carrier with whom a contract of transport is made
    - d) if exposing their own shipping bill, bill of lading, where acting as a carrier.
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The shipper does not replace the loss of profit, indirect / consequential damages or actual damage to the ordering party's assets as a result of a loss event occurring during procurement for shipping diminished. Shipper shall not invoke limited liability in case of damage caused intentionally or through gross negligence.

2. The shipping agent shall be relieved of liability for damage to the shipment taken over when:

- a) the damage could not be prevented even with the exertion needed to care customary in the forwarding services business sector,
- b) the damage resulted from a breach of duty of ordering party specified in the legislation, shipping contract and these terms and conditions
- c) the damage was caused by a defect or inherent contents of the consignment, or defective packaging.

The shipping agent may notify the shipper about an inappropriate or defective packaging, which does not relieve the ordering party of responsibility for the suitability of the final package unless the shipping agent is not responding.

- d) the damage was not raised at shipping agent at the time specified in article. V., par. 3 of the Terms and Conditions, or without submitting the proper documentation for complaint proceedings to which the freight forwarder and the principal in charge of leading his name and on his behalf
- e) the damage occurred during the handling, loading, storage or unloading of the goods by the sender, recipient or persons acting on behalf of the sender or recipient
- f) the inherent nature of goods, which is subject to full or partial loss or damage, especially through breakage, rust, decay, desiccation, leakage, normal wastage, or the action of insects or rodents

3. Shipping agent's responsibility in case of exceeding the agreed delivery period when the principal proves that the damage resulted from this reason, in the case of international land transport damages limited max. to the amount of freight according to the CMR Convention no. 11/1975 Coll.

4. In case of exceeding the agreed delivery period by the shipper when the ordering agent proves that the damage resulted from this reason, in the case of international air transport compensation shall be limited max. up to 19 SDR per kilogram under the Convention for the Unification of Certain Rules for International Carriage by Air No. . 123/2003 Coll. M.S. (Montreal Convention).

5. Liability of shipping agent in case of implementation of multimodal transport (on the whole of the journey is only exposed to one shipping agent transport document) is subject to the relevant international conventions, under which was the transport document issued (eg. : CMR Convention, Hamburg Rules).

6. Shipping agent is not liable for damages resulting from failure to comply with anticipated delivery dates in the maritime transport of goods. Agreed delivery time is in maritime transports excluded.

7. Shipper's liability for damage caused by the forwarding contract and his obligation to pay damages in all cases is limited to the amount of SDR 20.000, - per insured event or multiple events having the same cause of damage.

8. If the shipping agent within its activities carries warehousing and logistics operations such an activities are governed by this activity and its responsibility under the terms of storage (§ 2415 et seq. Of the Act. No. 89/2012 Coll., Civil Code).

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## **VI. COMPLAINT PROCEDURES, TIME LIMITS**

1. The recipient is obliged to make record of damage to the shipment immediately upon receipt of the shipment in case the delivery of the shipment is obviously and at first glance appreciable impaired. Damage is also considered as incomplete shipments, or other violations. Shipper must be given the opportunity to check the shipment or the extent of the damage and the further handling of the damaged consignment must be carried out in accordance with the instructions of the shipper.
2. Shipping agent is not liable for third party carriers and potential claims against these carriers but will assist on behalf of the ordering agent. When applying these claims against the carrier, the ordering agent is obliged to cooperate, in particular, to provide documents relating to the shipment, its value, etc. as a basis for raising claims against the carrier.
3. Written notice and application for damages and maximum amount of damages in the different transport sectors are always according to international transport conventions (Hague - Visby and Hamburg Rules, the Montreal Convention, ADR, CMR) and in the Czech Republic under Act. no. 89/2019 Coll., Civil Code.
4. The relevant deadline for written notice and the application of damages according to international conventions and domestic transportation begins on the date of delivery of goods and does not count for Sundays and legal holidays.
5. Claims for damage caused to the shipment must be applied to shippers without undue delay after it was found, with domestic shipments no later than six months from the date of receipt of the shipment for transport. The ordering agent or party can only make the claim.
6. The ordering agent has the right to seek compensation for damages resulting from transport according to the above-mentioned periods of delivery to the recipient. The ordering party can only make the claim.
7. When exercising the right to damages from the shipping agent, the ordering party is obliged in an unambiguous manner that does not raise doubts and credible documentary evidence to prove the extent of the damage caused. If the ordering party fails to submit these documents, the Freight Forwarder has the right to reject the claim because of a lack of evidence presented of the damage.

## **VII. CARGO INSURENCE AND CUSTOMS CLEARENCE**

1. The shipping agent declares that, in accordance with applicable regulations of the Czech Republic all necessary permits, licenses and valid insurance covering his liability for damages incurred in connection with his activities in the position of shipping agent, possibly carriers (Convention CMR applicable) and any other permits that entitle him to practice under this contract. Documents attesting to these facts, the shipping agent is obliged to submit to the ordering party for inspection upon request.
  2. In addition to the legal liability of the carrier, the shipping agent is obliged to procure insurance for freight forwarder shipments during transport (ie. Cargo insurance), only upon written instruction to the payer. The ordering party must provide instruction to the insured value of the goods, insured risks and the period of the insurance of the goods to be ensured. An indication of the price of the goods and the delivery condition cannot be considered an order to procure insurance.
  3. Cargo insurance rates for individual types of transportation depend on the type of goods and individual territories.
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4. Insurance consignments (cargo insurance) do not extend to defective or poorly suited packaging of goods for damage to the packaging, the risk of fraud, for damages caused by internal destruction or inherent / defect goods for damage caused by construction, manufacturing or material defects, to damage caused by scratches and abrasions, damage caused by delay in delivery of goods (term transportation) for damage caused by humidity and / or fluctuations in temperature, for damages for breach of customs or other official regulations on war and political risks, for indirect damages of any kind .

5. If part of the shipment is going through customs clearance, Globe Line Projects s.r.o. or its agent reserves the right to revise the conditions of customs clearance in specific cases to rule out this transport. Sender agrees to hand over the documents required for customs clearance at the latest when handing over the goods for carriage. Documents required for customs clearance are those documents that allow customs clearance of goods according to their value and origin, taking into account the existing bilateral state agreements. Customs clearance of goods will be held exclusively for creditworthy borrower fees, inspection to be performed Globe Line Projects s.r.o. or its authorized customs agent. Customs regulations check that lasts longer than one hour is exempt from the delivery guarantee.

#### **VIII. FINAL PROVISIONS**

1. Relations between the ordering party and the shipping agent which is not regulated in these Terms and Conditions and the provisions of the forwarding contract shall be governed by the relevant provisions of international and Czech legislation.
2. In case of dispute, the parties will attempt to collude. If during such negotiations will not reach an agreement, the parties agree that the dispute will be decided in arbitration to the exclusion of the ordinary courts manner prescribed by the Act no. 216/1994 Coll., On Arbitration Proceedings and Enforcement of Arbitral Awards, as amended. The parties agree that the relevant Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic, that the proceedings will be conducted in accordance with the Code for domestic disputes of this arbitration.

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**Globe Line Projects s.r.o.**

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