

Contractual Terms and Conditions:

General

1. A contractual relation between the contracting parties shall be established by a telephone confirmation of an order sent by GEBRÜDER WEISS, s.r.o. to the Haulier (hereinafter referred to as the "Order") by the Haulier, while the Haulier shall consequently confirm it in writing, by fax or by e-mail with delivery and read receipt sent to GEBRÜDER WEISS, s.r.o.. In case the Order fails to be confirmed within the deadline and in a way and under the conditions defined by GEBRÜDER WEISS, s.r.o. in the Order, the Order as well as an offer shall vanish.
2. The confirmation of the Order by the Haulier shall be valid, if the following has been done:
 - a) A scan of the Order has been sent by e-mail/copy of the Order has been sent by fax to the contact data of GEBRÜDER WEISS, s.r.o. specified in the Order, and the name, surname, position and signature of a person entitled to act on behalf of the Haulier plus the phrase "I confirm so" shall be entered in the right bottom corner of such Order scan/copy; or
 - b) A statement with wording: "Hereby I bindingly confirm the Order No. [enter the Order number] of [enter the date of placing the Order] sent [enter the form, how the Order has been sent to you] delivered to us on [enter the date of receipt] to the full extent." sent to the contact data of GEBRÜDER WEISS, s.r.o. as specified in the Order.
3. The Haulier undertakes towards GEBRÜDER WEISS, s.r.o. to transport the shipment/goods as defined in the Order (hereinafter referred to as the "Shipment") from the place of sending to the place of destination to the customer specified by GEBRÜDER WEISS, s.r.o. or to other person specified by the customer (hereinafter referred to as the "Customer"). GEBRÜDER WEISS, s.r.o. undertakes to pay to the Haulier remuneration (hereinafter referred to as the "Transport charges") for the Shipment transport. The contracting parties take into consideration that GEBRÜDER WEISS, s.r.o. is the forwarder that has undertaken to arrange for the Shipment transport for the client/sender, from which certain rights and obligations arise and these shall be respected by the Haulier.
4. The Haulier declares and accepts that these binding Contractual Terms and Conditions (hereinafter referred to as the "Terms and Conditions") including their annexes shall apply to the contractual relation arisen between the Haulier and GEBRÜDER WEISS, s.r.o. after confirming the Order, and in such moment a Goods Transportation Contract shall arise between the Haulier and GEBRÜDER WEISS, s.r.o. in accordance with the applicable provisions of sections 610 et seq. of the Act No. 513/1991 Coll. the Commercial Code as amended (hereinafter referred to as the "Contract") and the "Commercial Code"). The annexes shall be always sent together with concrete Orders, if applicable.
5. The contracting parties have agreed that in case the place of a Shipment acceptance and the expected place of a Shipment delivery are situated in two different countries, of which one at least is a country of Convention on the Contract for the International Carriage of Goods by Road (CMR) No. 11/1975 Coll. (hereinafter referred to as the "CMR Convention"), i.e. it will be an international transportation, the provisions of CMR Convention shall also apply to their contractual relationship.

Rights and Obligations of the Contracting Parties

1. For transport of the Shipment the Haulier only undertakes to use such road freight vehicles (hereinafter referred to as the "vehicle" in respective grammar form) and transport units (trailers, semi-trailers, removable superstructures and transport containers) (hereinafter referred to as the "transport units" in respective grammar form) that comply with all the conditions specified for them in legal regulations in force, including implementing regulations and international conventions and treaties.
2. The Haulier shall be obligated to inform GEBRÜDER WEISS, s.r.o. in advance of the vehicle licence plate number and trailer and semi-trailer licence plate numbers, name and surname of driver and driver's contact data (telephone number), while the name and surname shall only be provided on express request of GEBRÜDER WEISS, s.r.o., not later than together with the Order confirmation. In case the Order confirmation fails to include such information, it shall be invalid and GEBRÜDER WEISS, s.r.o. shall be entitled to use the services of a third party.
3. The Haulier shall be obligated to transport the Shipment with professional care, duly and in time in accordance with the Order and with these Terms and Conditions. In case any conditions, measures, Haulier's obligations connected with performance of the Contract are attached to these Terms and Conditions regardless whether such conditions, measures and/or obligations were defined by GEBRÜDER WEISS, s.r.o., by a third party or by a customer, the Haulier shall be obligated to respect them to the full extent, to observe them and, at the same time, to secure that any persons that would perform the Contract on the Haulier's behalf (drivers in particular) will respect them and comply with them.
4. The Haulier shall not perform the obligations resulting from the Contract through any third party, i.e. the Haulier shall not entrust any sub-suppliers with the Shipment transport and, at the same time, the Haulier shall not assign any of his rights and obligations resulting from the Contract.
5. After receiving the Shipment to be transported, the Haulier shall be obligated to properly inspect the Shipment, including the packaging and all the vehicles, on which the shipment will be placed and, at the same time, to check the quantity and quality of the goods in accordance with the characteristics specified in shipping documents (paragraph 6 of this Article). Directly at the sender/customer/other place the Haulier shall be obligated to warn about any possible defects/shortcomings of the Shipment, its packaging or vehicles, on which it will be placed, or about any other discrepancies with the data stated in the shipping documents handed over to the Haulier when loading the Shipment. Depending on the situation, the shipping document is mostly a CMR document, as defined in paragraph 18 of this Article, a bill of freight in accordance with respective provisions of sections 612 and 613 et seq. of the Commercial Code (i.e. a bill of lading) as defined in paragraph 6 of this Article, or other document defined by GEBRÜDER WEISS, s.r.o. (hereinafter referred to as the "shipping documents"). At the same time, the Haulier shall be obligated to warn about any possible occurrence of damage. In case of a failure to fulfil this obligation and in case of any consequent damage, the Haulier shall be obligated to provide indemnification to the full extent. The Haulier alone shall be fully responsible for any consequences of a failure to inform

Process owner:	Road transport department	Page:	1 of 4
Last update:	Slu76/ 1.7.2015	Valid from:	1 February 2013
File name:	DO_03_01_002_BRA_Contractual_Terms_and_Conditions_for_hauliers_EN	Version:	1.4

about any defects, possible damage and discrepancies of data specified in the shipping documents, and in such case GEBRÜDER WEISS, s.r.o. does not guarantee settlement of an invoice to the full extent. In case a driver is not present at loading and unloading of the goods, this fact shall be stated in the shipping documents, however this shall not discharge the Haulier of his responsibility under these Terms and Conditions.

6. For the purpose of transporting the Shipment, the Haulier shall receive the shipping documents that shall include at least the information about weight of the Shipment, quantity, quality, packaging, content, special conditions as regards the transport and other additional documents and information about any possible costs of transport, such as customs, duties, etc., about the date and place of acceptance, and, at the same time, about the place of destination and the place of delivery of the Shipment, designation of the person, who is the addressee/customer of the Shipment, namely name and registered office of a legal entity or name, surname and place of business or permanent address of a natural person, and, at the same time, identification of the Haulier, namely name and registered office of a legal entity or name, surname and place of business or permanent address of a natural person, and the same identification of GEBRÜDER WEISS, s.r.o., as well as designation of the person handing over the Shipment and accepting the Shipment, namely his/her name, surname, on behalf of whom he/she acts and a signature, (iv) a record about a condition of the Shipment in the moment of its delivery and any possible complaints, as well as the place and date of issuing the bill of freight and a Haulier's signature (hereinafter referred to as the "bill of freight"). In case the CMR Convention applies, the bill of freight shall be replaced by a CMR document that shall include all the information defined by the CMR Convention. The Haulier shall be obligated to secure that the customer/third person confirm the delivery of the Shipment on the respective shipping document after accepting the Shipment. The driver arranges that the consignee confirms on the transport documents with a stamp, signature, name and date that the shipment was received. In case of delivery with Mobkom, please see details in Handbook for hauliers and drivers. The respective confirmed and signed shipping document shall be sent by the Haulier to GEBRÜDER WEISS, s.r.o. together with an invoice for the transport charges.
7. The Haulier shall be obligated to duly secure the Shipment transported by a vehicle in order to prevent any damage of the Shipment. The Haulier shall be obligated to use an appropriate way and means of loading, unloading and transporting the Shipment and to arrange for and use suitable safety appliances. In this regard the Haulier shall be obligated to duly instruct other people who will be in contact with the Shipment.
8. If it is necessary to stop a vehicle and transport units outside closed areas that are properly and sufficiently secured against any third person access, the Haulier shall be obligated to secure stopping a vehicle and a transport unit at a guarded area. Stopping a vehicle and a transport unit outside closed areas and guarded areas shall be expressly prohibited and possible only subject to a previous approval by GEBRÜDER WEISS, s.r.o..
9. The Haulier shall be entitled only to accept such Shipments from the customer, that are the subject of the Order, and it is strictly prohibited to take any other shipments, unless having a prior written approval by GEBRÜDER WEISS, s.r.o..
10. The contracting parties have agreed that the Haulier would wait for unloading/loading the Shipment up to 24 hours after the term of unloading/loading the Shipment specified in the Order free of charge, and no claims shall arise to the Haulier in this regard.
11. It shall be prohibited to add anything to a Shipment and to re-load a Shipment between individual vehicles/transport units and hauliers without a prior written approval by GEBRÜDER WEISS, s.r.o..
12. The Haulier can only unload the Shipment on the agreed places specified in the Order, unless approved so in advance in writing by GEBRÜDER WEISS, s.r.o..
13. If agreed so in the Order, after completing the transport, the Haulier shall be obligated to exchange or return to GEBRÜDER WEISS, s.r.o. all freight units (pallets) accepted for the purpose of the Contract performance. Exchange or return of the freight units (pallets) by the Haulier in 10 business days shall be free of charge. The Haulier shall be responsible for any loss, destruction, damage or impairment of the freight units (pallets) accepted in order to transport the shipment compared to their condition in the moment, when they should have been returned to GEBRÜDER WEISS, s.r.o.. If the Haulier fails to return all the freight units (pallets) properly, the Haulier shall be obligated to confirm such fact to GEBRÜDER WEISS, s.r.o. in writing together with giving reasons, and to pay the price of the missing freight units (pallets) to GEBRÜDER WEISS, s.r.o.. The price of the freight units (pallets) invoiced by GEBRÜDER WEISS, s.r.o. to the Haulier shall be as follows: €15 for EUP, €130 for GIX, €37 for RAH, €11 for DEC. However, if a customer of GEBRÜDER WEISS, s.r.o. charges higher prices for the freight units (pallets), GEBRÜDER WEISS, s.r.o. will invoice the prices corresponding with the Customer's prices to the Haulier. If the Haulier fails to return all the freight units (pallets) duly and in time, the Haulier shall be obligated to pay a non-recurring administrative processing charges to GEBRÜDER WEISS, s.r.o.
14. Each exchange of the freight units (pallets), regardless whether the exchange of the freight units (pallets) was or was not agreed on, shall be recorded in writing by means of CMR, delivery note or exchange note. Without such written record GEBRÜDER WEISS, s.r.o. reserves its right to return to the Haulier an invoice for the Shipment transport or to set off such sum against the Haulier.
15. The Haulier shall be obligated to immediately inform GEBRÜDER WEISS, s.r.o. in case that:
 - Data in shipping documents fail to comply with the Order placed by GEBRÜDER WEISS, s.r.o.;
 - Vehicle and/or transport unit involves in a traffic accident or other fault happens (e.g. technical breakdown, illness or injury of driver, etc.)
 - Any documents connected with the Shipment transport are missing;
 - Any damage of the Shipment was detected;
 - Any complaint of the Shipment by a customer is filed or a customer refuses accepting the Shipment;
 - Any official inspection occurs;
 - Cooling devices or other devices break down;
 - It is not possible to observe the agreed terms;
 - Current transport situation differs from the common transport situation;
 - Course of transport differs from the common course of transport;
 - Other events that influence transport and the Shipment delivery occur.
16. The Haulier shall be obligated to observe the motor vehicle driving times and rest times defined by legal regulations in force. The Haulier shall be obligated to instruct and secure that all the persons involved in the Shipment transport in accordance with the Contract will observe all and any legal regulations in force, including international treaties and legal regulations, as well as other regulations and conventions relating to the Shipment transport and handling and, at the same time, regulations and instructions for behaviour of third parties in operating premises (e.g. prohibition of smoking).

Process owner:	Road transport department	Page:	2 of 4
Last update:	Slu76/ 1.7.2015	Valid from:	1 February 2013
File name:	DO_03_01_002_BRA_Contractual_Terms_and_Conditions_for_hauliers_EN	Version:	1.4

17. The contracting parties shall be obligated to comply with the legal regulations in force and with the CMR Convention, if applicable, while the Haulier's general business terms and conditions and other conditions shall be excluded, unless expressly approved by GEBRÜDER WEISS, s.r.o..
18. In case provisions of the CMR Convention apply to the Shipment transport, the Haulier shall be obligated to comply with all the obligations defined in the Convention, including issuing and arranging for the CMR document, i.e. so-called bill of freight, the content of which is included in a form clearly defined in the CMR Convention (hereinafter referred to as the "CMR Document").

Insurance

1. The Haulier shall be responsible for insurance of the transported Shipment, as well as for timely and proper payment of premium as defined herein and as specified in the respective insurance policy.
2. The Haulier shall be obligated to conclude an insurance at his own expense, while:
 - a) In case of a national transport of the Shipment the Haulier shall be obligated to arrange for the insurance specified in the General Forwarding Conditions of the Slovak Republic with the overall sum of coverage amounting to 8.33 XDR/1 kg
 - b) In case of an international transport of the Shipment, the CMR insurance with the overall sum of coverage amounting to 8.33 XDR/1kg at least, including coverage of CMR item 29 (hereinafter referred to as the "Insurance").
3. A confirmation of concluding the respective insurance policy shall be delivered by the Haulier to GEBRÜDER WEISS, s.r.o. before transporting the Shipment, however not later than on the day of confirming the Order, otherwise the confirmation of the Order shall not be valid and effective, and the Contract shall not arise, and the consequences expected by these Terms and Conditions shall not arise, unless GEBRÜDER WEISS, s.r.o. determines otherwise expressly or by its action.
4. If specified so in the Order by GEBRÜDER WEISS, s.r.o., if the Haulier fails to observe his obligations in connection with insurance in a period specified herein, GEBRÜDER WEISS, s.r.o. shall arrange for the insurance at the Haulier's expense, while the premium shall be paid from the transport charges and it shall amount to 4% of such charges.

Costs and Damages

1. Since the moment of confirming the Order and the consequent acceptance of the Shipment, the Haulier shall be responsible for the Shipment to the full extent and, at the same time, for any damage arisen in consequence of any damage, loss, destruction and/or impairment, until the moment of handing it over to the designated person. Except for the damages the Haulier shall be obligated to pay to GEBRÜDER WEISS, s.r.o. the following sums: in case of a loss or destruction, the price of the Shipment at the time of handing it over to the Haulier, in case of damage and impairment, the difference of the price of the Shipment in the moment of handing it over to the Haulier and the price after the damage or impairment.
2. The damages and the price specified in paragraph 1 shall be paid by the Haulier to GEBRÜDER WEISS, s.r.o. in five (5) days after receiving a call to do so by GEBRÜDER WEISS, s.r.o..
3. The Haulier shall be responsible for any damage arisen by a failure to observe these Terms and Conditions, the CMR Convention and the Order, and, at the same time, for all the costs arisen in this connection.
4. The Haulier shall be responsible for a failure to observe the date of the Shipment loading and unloading, including late arrival of a vehicle and transport units and a failure to observe the date of delivery of the Shipment as specified in the Order.

Confidentiality

1. Information about designation (name and surname, business name) and address (place of business or registered office) of a customer, about the transported Shipment and about relations with the customer, or other information marked as confidential shall be kept confidential. In this regard the Haulier shall be obligated to keep the information confidential, to prevent access of third parties to such information, to use such information for himself or in favour of third parties, unless necessary to do so in connection with the Shipment transport and unless GEBRÜDER WEISS, s.r.o. approved so.

Payment Terms

1. The contracting parties agreed on transport charges as defined in the Order.
2. The Haulier shall be entitled to send to GEBRÜDER WEISS, s.r.o. an invoice for proper and timely transport of the Shipment to the address specified in the Order in 3 days after accomplishing the Shipment transport, i.e. after the moment of delivering it to the customer or after the moment of delivering it to other place defined by GEBRÜDER WEISS, s.r.o.. The Haulier shall bear any possible costs, such as penalties, exchange rate loss, etc. arisen in consequence of a delayed delivery of an invoice. The Haulier shall be entitled to receive the transport charges only in case the Order has been duly confirmed in accordance with these Terms and Conditions and, at the same time, all the shipping documents have been duly issued and confirmed, i.e., in particular, however not limited to, a bill of freight and a CMR document.
3. An invoice issued by the Haulier shall meet all the conditions and shall include all the information defined by legal regulations in force, and it shall include the Order number and the Shipment identification number, a copy of the confirmed Order, an original bill of freight and, in case of an international transport, an original of a CMR document confirmed by

Process owner:	Road transport department	Page:	3 of 4
Last update:	Slu76/ 1.7.2015	Valid from:	1 February 2013
File name:	DO_03_01_002_BRA_Contractual_Terms_and_Conditions_for_hauliers_EN	Version:	1.4

GEBRÜDER WEISS, s.r.o., by a customer and by a customs office shall be attached to it. The invoice that fails to meet the above specified and/or that does not include the annexes defined in the previous sentence can be returned to the Haulier and GEBRÜDER WEISS, s.r.o. shall only be obligated to settle it in the period specified in paragraph 4 of this Article after all the shortcomings are corrected.

4. An invoice shall be payable in 45 calendar days **after the date of its proper and timely delivery to GEBRÜDER WEISS, s.r.o.** In case an invoice fails to be delivered to GEBRÜDER WEISS, s.r.o. in the period specified in paragraph 1 of this Article, or an invoice does not include all the information and annexes, it shall be payable in **60** calendar days after delivering it to GEBRÜDER WEISS, s.r.o. or after correcting all the respective shortcomings and redelivering it to GEBRÜDER WEISS, s.r.o..
5. The transport charges shall include all and any fees and costs connected with the transport of the Shipment.

Special Provisions

1. The contracting parties have agreed that in case the Haulier concludes a contract and/or an agreement with a competitor of GEBRÜDER WEISS, s.r.o. or directly with a customer of GEBRÜDER WEISS, s.r.o., or with a client in relation to whom GEBRÜDER WEISS, s.r.o. acts as a forwarder, while such conclusion of a contract and/or agreement results in total or partial replacement of GEBRÜDER WEISS, s.r.o. in its forwarding and transporting activities for such persons, all the Haulier's open receivables from GEBRÜDER WEISS, s.r.o. in accordance with the Contract shall extinguish and they shall become a part of a contractual fine amounting to an annual turnover achieved by GEBRÜDER WEISS, s.r.o. with such poached customer during the last twelve months before the breach of the contractual obligation by the Haulier, while the Haulier agrees with it. The contractual fine shall be payable in 14 days after GEBRÜDER WEISS, s.r.o. issues an invoice and the Haulier shall be obligated to pay it to the account of GEBRÜDER WEISS, s.r.o..
2. Under no circumstances the Haulier shall be entitled to keep the Shipment, to handle it contrary to the Contract and the Terms and Conditions, and to enforce any rights from the Contract or otherwise by means of the Shipment. The Haulier shall not be entitled to establish or perform any right of lien and/or pledge or any other Shipment-related rights, or to establish an encumbrance and any third party's rights.
3. The Haulier shall not be entitled to sell the Shipment without a prior written approval by GEBRÜDER WEISS, s.r.o..
4. For the purpose of these Terms and Conditions the Haulier and GEBRÜDER WEISS, s.r.o. have undertaken to communicate with each other by e-mail and fax using the contact data specified in the Order. A notice addressed to the other contracting party shall be valid and effective for the other party if the delivery of it can be proved by a fax message delivery receipt printed by the respective fax machine in case of fax communication, or by an e-mail message delivery and read receipt in case of e-mail communication. However, if the addressee party refuses receiving any notice without any reason, the notice shall be considered delivered on the day, on which it has been rejected. The parties have undertaken to inform each other about any change of the contact data for the purpose of communication specified in the Order and, until new contact data are delivered to the other contracting party with a delivery receipt, the last valid data shall be considered valid. Each contracting party shall be responsible for securing that their valid contact data function well. The form of delivery and communication specified herein shall apply to all deliveries/mutual communication of the parties defined in the Terms and Conditions and in the Order, and, at the same time, to other cases when GEBRÜDER WEISS, s.r.o. determines so. The parties have agreed that in operative cases, during the Shipment transportation in particular, such as delayed delivery of Shipment, traffic jam, car accident, changes in the Shipment transport and delivery, GEBRÜDER WEISS, s.r.o. does not insist on the delivery conditions specified in this paragraph and the parties shall contact each other by telephone, using the telephone contacts specified in the Order. The provisions of this paragraph shall apply on any change of telephone contacts and on notifying the other contracting party about such change.

Declarations

1. The Haulier confirms that he possesses all the necessary permits and licences relating to the Shipment transport and to performance of activities in accordance with the Contract and with these Terms and Conditions, and that his drivers hold the necessary driver's licences and other possible permits necessary in order to transport the Shipment (e.g. for transport and handling dangerous shipments).
2. The Haulier undertakes only to entrust the drivers who have not been convicted for crimes against property with the transport as defined in the fourth chapter of the Act No. 300/2005 Coll. the Criminal Act as amended, or for other offences and administrative offences in this regard.

Final Provisions

1. These Terms and Conditions shall be governed by the law and order of the Slovak Republic in force, in particular, however not limited to the respective provisions of section 610 et seq. of the Act No. 513/1991 Coll., the Commercial Code as amended and, if applicable, by the CMR Convention as well.
2. These Terms and Conditions shall be considered valid and effective as of the day of being published on internet site of GEBRÜDER WEISS, s.r.o.. By confirming the Order in accordance with these Terms and Conditions, or by real acceptance of the Shipment to be transported, the Haulier confirms that he has acquainted himself with their content and he agrees with them to the full extent. These Terms and Conditions and their content shall apply to all and any legal relations of GEBRÜDER WEISS, s.r.o., in which GEBRÜDER WEISS, s.r.o. acts as a sender in accordance with section 610 of the Commercial Code. This applies regardless the existence and validity of an Order for transport, or other written legal act

Process owner:	Road transport department	Page:	4 of 4
Last update:	Slu76/ 1.7.2015	Valid from:	1 February 2013
File name:	DO_03_01_002_BRA_Contractual_Terms_and_Conditions_for_hauliers_EN	Version:	1.4

between GEBRÜDER WEISS, s r.o. and a Haulier. GEBRÜDER WEISS, s r.o. can deflect from the content of these Terms and Conditions by means of a written/oral instruction/legal act in a concrete Order, or if agreed otherwise between GEBRÜDER WEISS, s r.o. and Haulier.

3. The contracting parties have agreed that Slovak courts shall decide about any possible disputes arisen in connection with this Contract/Terms and Conditions.

Process owner:	Road transport department	Page:	5 of 4
Last update:	Slu76/ 1.7.2015	Valid from:	1 February 2013
File name:	DO_03_01_002_BRA_Contractual_Terms_and_Conditions_for_hauliers_EN	Version:	1.4