

FORWARDING CONDITIONS

of the company **ROHLIG SUUS Logistics CZ s.r.o.**, as the forwarding agent, ID. No.: 19319843, with its registered office at 3217/167 Vinohradská, Strašnice, 100 00 Praha 10, registered in the Commercial Register maintained by the Municipal Court of Prague, Section C, Insert 384592, (hereinafter referred to as the “*Company*”).

I. General Provisions

The Company is authorized to conduct a business the subject of which is organizing on behalf of the Company’s client, as the ordering party, (hereinafter referred to as the “*Client*”), and according to the Client’s instructions, a transport of goods that are defined by the Client as one unit at one given time to be transported as the consignment (hereinafter referred to as ‘*consignment*’), by road, by ocean, by rail, by inland waterway transport and air, or by a combination of these modes of transport (multimodal transport), and if necessary to organize or perform actions regarding transport or receipt of monies or deeds (documents) from consignment’s consignee.

II. Forwarding Agreement

1. The Company shall organize a transport and any related acts for the Client, at the Client’s expense and according to the conditions of the Forwarding agreement and the instructions in the Client’s order or its request for the transport delivered to the Company, (hereinafter referred to as ‘*forwarding order*’). The Client shall deliver the forwarding order to the Company so that the Company receives it on a working business day at least 72 hours before a consignment transport. The Company shall provide the Client with an example of a forwarding order containing all the information and data necessary to properly conclude a Forwarding agreement.
2. The Company shall accept (confirm) a forwarding order by sending a confirmed forwarding order back to the Client. When a forwarding order is confirmed by the Company, the Forwarding agreement based on the information in the forwarding order is concluded. Should the Company not accept (confirm) the forwarding order, it shall communicate the reason for refusal to the Client upon the Client’s request.
3. The Company is entitled to demand a printed version of the forwarding order and require additional information and precisions regarding the forwarding order. The Company reserves the right to hold the transport of the consignment until it receives a printed version of the forwarding order and until all necessary information is provided.
4. The Company is entitled to organize a transport itself or to use subcontractors.

5. The Company shall not organize for the Client any transport of consignment containing:
 - a) explosives, weapons and military equipment;
 - b) narcotics and psychotropic substances;
 - c) live animals and human or animal remains;
 - d) securities and commercial documents;
 - e) money, jewellery, precious stones, stamp duties, credit cards, scratch cards, artwork and other objects of exceptionally high value;
 - f) goods classified as class 1, 6. 2 and 7 according to ADR and other items that requires a special permit to be handled;
 - g) waste;
 - h) damaged goods, goods that require a special packaging, transport, equipment or modification of the cargo area;
 - i) goods that cannot be transported or held due to incompliance with the law;
 - j) counterfeit of goods that break industrial or another law that protects intellectual property in the country of dispatch, transit or delivery,

(all above collectively hereinafter referred to as '*Rejected consignment*').

6. Should there be any doubt, the Company reserves the right to open the consignment and examine its contents, but only in the extent necessary for determining the nature of its contents. Should the Client hand over to the Company a Rejected consignment without the Company's knowledge, the Client shall be charged for all expenses necessary for its return to the Client or its storage and destruction in accordance with relevant regulations. The Client is obliged to accept the Rejected consignment at the Client's own risk and expense at the dispatch location at the time determined by the Company, unless otherwise agreed with the Client.
7. The Company is only required to insure a consignment if this is specifically mentioned in a forwarding order. Unless otherwise agreed with the Client, a consignment shall only be insured up to its declared value, against common risks and according to the current insurance market conditions. Should the Client not specify the insurer in the forwarding order or if the insurer nominated by the Client refuses to insure the consignment, the Company shall choose an insurer at their own discretion. The Company is not obliged to enforce any claims related to or arising from the insurance agreement in its own name or to cover any costs related to enforcement of claims towards the insurer. In the event of a

claim, the Company shall transfer any rights under the insurance agreement to the Client.

III. Payment Conditions and Remuneration to the Company

1. The Client shall pay the Company's remuneration (excluding VAT) the amount of which is included in a forwarding order. The remuneration is due within 14 days as of signing an agreement with a transporter.
2. Should the forwarding agreement be terminated or should the consignment not be delivered due to the Client's actions or due to force majeure, the Company shall be entitled to remuneration and reimbursement of all expenses; otherwise the Company shall be reimbursed only for all expenses incurred.
3. The Client shall pay the Company all expenses connected to the consignment (freight costs, surcharges, taxes and other necessary costs that arise from the signature and until the delivery of a consignment). Any expenses are due within the same period as remuneration, commencing from the date the final expenses calculation is received by the Client. If required, the Client is obliged to provide the Company with an advance deposit for expenses up to the amount foreseen by the Company, prior to the commencement of the transport of the consignment. The agreement fulfilment deadline shall be extended for the time it takes to deliver a deposit request to the Client and to provide the Company with the deposit.
4. The Client agrees that invoices shall be mutually sent in the electronic form. The Company is not required to attach any documents regarding a consignment, a consignor or a consignee to invoices.

IV. Client's Instructions and consignment Transport

1. The Client is obliged to provide with a due care correct and accurate information about the contents of a consignment and all details necessary for negotiation of transport conditions and performing related acts, in a forwarding order or in another manner with a sufficient pre-notice. The Client shall notify the consignee at least 24hours prior to delivery about location, time and conditions of consignment delivery and ensure receipt of the consignment by the consignee or its representative or provide the Company with new consignee details within the same time period.
2. In the event of a consignment of a special nature, the Client is obliged to communicate to the Company the requested means of transport and any special equipment that might be necessary due to the special nature of the consignment. Should value of the consignment be higher and insurance or special arrangements regarding its transport and handling be necessary, the Client is obliged to notify the Company.

3. In the forwarding order, the Client is obliged to state precisely and fully the following information:
 - a) designation of person authorized in behalf of the Client, his function and contact details so that the Company can communicate with him directly;
 - b) place and date of consignment collection and delivery;
 - c) name and exact address of the consignee and name of a natural person authorized to receive the consignment, as well as their contact details so that the Company can communicate with them directly;
 - d) general description of a nature of the consignment and type of packaging; ADR/RID classification in case of hazardous materials;
 - e) number of pieces, marking, and the package numbers;
 - f) gross weight (of the individual pieces) of the consignment or express the dimensions and the amount of the transported consignment in other appropriate manner;
 - g) value of the consignment in CZK, EUR or USD;
 - h) all documents necessary for customs clearance and other official or administrative procedures;
 - i) amount and currency of cash to be collected on delivery;
 - j) list and general characteristics of documents to be collected upon delivery;
 - k) list of all documents related to the consignment that were provided to the Company;
 - l) instructions regarding insurance, including insured value;
 - m) place and date of issue of the forwarding order.
4. The Client is obliged to attach to the forwarding order or give the Company upon collection of consignment the following documents: tax document regarding purchase of goods (invoice) contained in the consignment which shows its value, documents needed for customs clearance and any other official procedures taking place before consignment delivery. The Client further commits to immediately provide any other additional information to the Company upon the Company's request.
5. The Company is under no obligation to verify correctness or completeness of information provided in the forwarding order or otherwise communicated by the Client, nor has it any obligation to verify correctness and completeness of the accompanying documents. The Client is obliged to pay any loss and expenses that result from incomplete or incorrect information stated in the forwarding order or otherwise communicated to the Company by the Client.
6. The Client is entitled to give the Company additional instructions regarding handling of the consignment and tasks herewith related. The Company reserves the right to deviate from the Client's instructions when it is in the Client's best interest and when it cannot obtain the Client's consent in time.

7. Provided that it is feasible at the time of a consignment transport and does not interfere with other consignments delivery organized by the Company, the Client is entitled to dispositions with the consignment delivery until the final delivery to the consignee; the Client can ask the Company to stop the transport and return the consignment or to deliver the consignment to a different address and a different consignee than stated in the forwarding order. The Client commits to paying any loss and expenses resulting thereof.
8. Should a consignment delivery to the delivery address or the named consignee not be possible, or should the consignee refuse to accept it in the place of delivery, the Client is obliged to immediately give the Company instructions regarding dispositions with the consignment; otherwise the Company is entitled to return the consignment to the Client or take any necessary measures it considers best in the Client's interest, all at the Client's own risk and expense.
9. The Company shall negotiate transport conditions, select mode and route of transport based on the forwarding order and the Client's best interests that are known to the Company. The Company is entitled to select transporters for individual transport operations within individual parts of the transport route according to its consideration but taking into account nature of the consignment, requested delivery date and the Client's best interests that are known to the Company. The Company shall negotiate such transport conditions with transporters that are common for the given mode of transport in the place and time of accepting the consignment for transport, considering any foreseeable risks as well as the requested delivery date.
10. The Company is authorized to demand at any time additional or supplementary instructions regarding the arranging of consignment transport and notifying the Client about the inappropriate nature of the Client's instructions that can be discovered with due care.

V. Actions Related to Consignment Transport

1. The Company is not obliged to accept anything for the Client, from the consignor or the consignee or to take any actions or measures regarding the consignment unless stated in forwarding order or unless specifically agreed beforehand.
2. The Company shall organize on the Client's demand and as a part of the consignment transport: handling, loading, storage, transloading and unloading of the consignment in the named location or its temporary storage as per the forwarding order.
3. At the Client's request, the Company shall collect on behalf of the Client, moneys in the amount and currency stated in forwarding order or required documents before hand over of the consignment to the consignee. Should the consignee not make the required payment in the amount and currency stated in forwarding order or shall they not provide documents requested by the Client to the Company, the Company shall organise return

transport of the consignment to the Client at Client's cost and risk, unless otherwise instructed by the Client in a timely manner. The Company is not obliged to determine authenticity of moneys or correctness, completeness and authenticity of documents collected from a consignee. Should the Client instruct the Company to release the consignment to the consignee without collecting any moneys or documents, this instruction cannot be changed or revoked. Should the documents collected from the consignee be lost, destroyed or damaged, the Company shall only be responsible for the factual damage caused by the Company to the Client.

VI. Rights and Obligations of the Company and the Client

1. The Client is obliged to ensure packaging of the consignment that is appropriate, sufficient and secure so that: *(i)* there is no damage during transport to the consignment or to the cargo space of the vehicle of transport, transloading equipment and damage or contact with other goods or material that is being transported with the consignment, *(ii)* there is no risk to life, health or the environment, *(iii)* contents of the consignment cannot be accessed without damaging or removing the packaging and that it is provided with the Client's security seal and, *(iv)* it is possible to handle and transload the consignment without damaging or destroying it. The Client is further obliged to clearly and legibly mark the packaging with information regarding contents and nature of the consignment and its safe handling. In the event of insufficient, unsafe or damaged packaging, the Company is authorized to organise repackaging of the consignment at Client's risk and expense or to refuse such consignment and return it to the Client at the Client's expense. The Client is obliged to cover any damages caused to persons, transport vehicles, other consignments and any expenses that result from faulty packaging, unless the defect is obvious and known at the time of collection of the consignment and was not contested or challenged by the person/s collecting the consignment.
2. Unless agreed otherwise, the Client shall organize handling, charging, stowing and unloading of the consignment at the specified destination or its temporary storage at the Client's risk and expense.
3. The Client is obliged to make the cargo available for collection by the transporter at the time and in the location specified in the forwarding order, or at the time specified by the Company, and to ensure that consignment is accepted by the consignee or another person appointed by the Client at the delivery location at the specified time, or at a later time specified to the Client by the Company. The Client is obliged to ensure that person receiving the consignment at the delivery location proves his identity to the Company or to the transporter by showing valid identification and confirms consignment delivery on relevant shipping documents; otherwise the Company is entitled not to release the consignment and may arrange the transport back to the Client at the Client's expense.
4. The Company shall inform the Client about any received information regarding damage to the consignment that has arisen or could arise and ask the Company's instructions. In the event there is a danger of retention, destruction, loss or considerable deterioration of

the consignment, the Client is obliged to give the Company instructions regarding handling and management of the consignment that are proportionate to the risk, within 24 hours of receiving notice. Should the Company not receive instructions in time or if the danger is imminent, the Company is entitled to sell the consignment in a suitable manner and at the Client's expense. Should a consignment be completely damaged or destroyed, the Company is authorized to submit it for disposal in compliance with the relevant legal regulations at the Client's expense.

5. The Client is obliged to ensure thorough inspection of the consignment upon its delivery to an authorized person. The Client is further obliged to inform the Company immediately but latest within 4 days of the delivery about any damage to the consignment by filing and submitting a written claim that includes designation and marking of a damaged consignment, description and extent of suffered damage and documents proving the damage. Within such notification the Client shall calculate the value of the claim. Upon the Company's request, the Client is obliged to allow insurer, the Company or the Company nominated person to inspect a damaged consignment and to provide them with all documents related to the consignment.
6. The Company is authorized to enforce claims arising from contracts of carriage concluded in the Client's name with individual transporters, unless these claims are not enforced by the consignee or another authorized person.

VII. Termination of Forwarding Agreement

1. The Company is entitled to terminate the Forwarding agreement without any notice if:
 - a) the Client, despite the Company's notification, fails to complete or specify information in the forwarding order or if the Client fails to deliver a printed version of the forwarding order to the Company upon the Company's request;
 - b) a forwarding order contains an insurance requirement which is impossible to negotiate under normal market conditions;
 - c) a consignment is not provided with suitable, sufficient and secure packaging in accordance with this Forwarding Conditions or Forwarding agreement;
 - d) a Rejected consignment has been or is to be submitted for a transport;
 - e) a consignment cannot be delivered to the delivery location for longer than one week, due to force majeure;
 - f) the Client, intentionally or unintentionally, commits a breach of any of its duties stated in this Forwarding Conditions or in a Forwarding agreement or if it becomes evident that he is going to commit such a breach;
 - g) the Client's payment of compensation or expenses to the Company is more than one month overdue;
 - h) the Client enters into compulsory or voluntary liquidation or if insolvency proceedings is commenced against the Client.
2. Should the Company terminate a Forwarding Agreement, it shall ensure return transport of a consignment to the Client, or handle the consignment according to the Client's instructions, entirely at the Client's risk and expense.

VIII. Other Arrangements

1. All business, economic, organisational and safety-related information regarding the Company or the Client, their business partners and services provided by the Company, and information regarding consignors, consignees, shipping dispatchers, contents and nature of consignments, or any other information marked confidential by the Company or the Client and that is not considered common knowledge or is not publicly accessible shall be considered by the Company or the Client as confidential, (hereinafter referred to as '*Confidential information*'). The Company or the Client shall not misuse Confidential information for their own or somebody else's benefit that is not considered common knowledge or is not publicly accessible. Without a legitimate reason, the Client or the Company shall not disclose or make accessible any Confidential information to another person for any purpose other than fulfilment of the agreement, and they shall ensure that their employees and other persons involved in execution of the agreement also maintain confidentiality. Commitment to pledge of confidentiality shall be valid until Confidential information become universally known or publicly accessible.
2. The Company and the Client hereby declare they are aware of all obligations described in legal regulations of protection of personal data and more specifically from the Regulation on the protection of natural persons with regard to the processing of personal data and on the free movement of such data from order of European Parliament and Council of the European Union 2016/679, and also pursuant of Law No.: 101/2000 Coll. on the protection of personal data and amending certain other laws as effective, (hereinafter referred to as '*Legal protection of PD*'). The Company and the Client acknowledge that in order to fulfil a Forwarding Agreement, they will exchange personal data of natural persons – the Client, consignor and consignee, their employees and employees of the Company and transporters: their name, surname, (function), address, phone number and e-mail address, company registration number, VAT ID, bank account details, (hereinafter referred to as '*personal data*') – in order to process them to perform all necessary actions related to transport organisation, consignment delivery to the consignee and fulfilment of a Forwarding Agreement. The Company and the Client also acknowledge they are not aware of any circumstances that could prevent them from a timely and effective protection (securing) of rights of natural persons and their personal data, from employment of any necessary technical and organisational measures and from treating the personal data in accordance with the conditions of this Forwarding Conditions and with Legal protection of PD.
3. The Company shall process personal data in order to execute a Forwarding Agreement and to provide forwarding services to the Client for the duration of a Forwarding Agreement. Personal data shall be gathered, recorded, organized, arranged, stored, adapted or modified, consulted, used, made accessible by forwarding, grouped, deleted and otherwise treated in the extent necessary for their processing. The Company is entitled to use a third party for the processing personal data.

4. The Company and the Client shall accept and commit to maintaining the necessary technical and organisational measures that take into account all potential risks regarding personal data processing. The Company and the Client further commit to maintaining to a high level of security, based on their technical and personnel capabilities that would prevent unlawful, accidental or unintentional, physical or remote (electronic) access to personal data, its modification, unlawful or accidental destruction, deletion or loss, unlawful consultation, copying, transfer, or any other unlawful treatment, as well as other misuse of personal data that is contrary to obligations resulting from Legal protection of PD, and to monitoring and regularly verifying all accepted measures (testing, judging and evaluation) and examining their efficiency.
5. The Company and the Client shall inform each other immediately or within 72 hours of becoming aware of any data security or confidentiality breach. They shall provide all information about the circumstances, number of affected subjects, data and records and about the corrective measures that have been taken.
6. The Company is entitled to send the Client commercial notices and other advertisements related to its services. The Client can at any time order the Company to stop and prohibit the Company from sending such advertisements and demand that the Company stops such advertisements altogether. The Company reserves the right to use in an appropriate manner the Client's business name and general nature of services provided to the Client for purposes of promotion.

IX. Final Provisions

1. Legal relations between the Company and the Client are governed by the Law No.: 89/2012 Coll. the Civil Code, as effective. Czech courts shall have the jurisdiction over any potential disputes between the Company and the Client.
2. In the event of damage to or loss of a consignment when the Client does not require return of the consignment, the Company acquires ownership of the consignment immediately after payment of damage compensation to the Client.
3. To ensure payment of any due claims and payments not currently collectible that the Company has against the Client or the consignee, the Company shall have a right of lien and right of pledge on a consignment from the moment of collection until its delivery to the consignee or to the Client. The Company is entitled to sell a retained or withheld consignment by means other than a public auction. Should the transporter exercise the right of pledge to a consignment, the Company's right to pledge to the Client's claims shall relate to the payment of profit from the sale of a pledged contents of a consignment. The Client shall cover any expenses related to enforcement and implementation of right of lien and right of pledge.
4. The Client is not entitled to make any claims arising under agreements made by the Company with third parties or persons in the Client's name, or any claims to

compensation for loss incurred caused to the Client by the third parties or persons, even if designation of the person with whom the Company made the agreement in the Client's name upon execution of the forwarding order is missing in the transport report. The Company shall assist the Client at the Client's expense with making such claims and transfer all related rights it had acquired in relation to organisation of the consignment transport.

5. The Company's responsibility for any damage to the Client shall be limited to the factual damage and the Client hereby renounces any claims against the Company for any lost profits and other damages. The Company shall remain exempt from all liability for any delay in fulfilment, if it was not due to reasons directly attributable to the Company.
6. The Company shall remain exempt from all liability to the Client for damage to a consignment or any other loss if it was caused, (i) by the mode of transport or vehicle equipment demanded by the Client, (ii) by missing or faulty packaging of the consignment, (iii) by handling, loading, stowage or unloading of the consignment by the Client, consignor, consignee or any other persons or parties acting on behalf of the Client, consignor or consignee, (iv) by inherent nature of the consignment including ordinary losses in weight or volume, or force majeure, (v) by insufficient or faulty marking or numbering of the consignment or insufficient information regarding the contents and the nature of the consignment, (vi) by handling instructions provided by the Client or a person authorized by the Client to complete forwarding order, and (vii) to the consignment, if there is no evident damage to packaging.
7. Should the Client employ or appoint another person to fulfil or execute an agreement, the Client is doing so at the Client's own risk and the Client is liable for all their actions and negligence as well as the Client's actions and negligence, regardless of whether the employed or appointed person acted within execution of their work duties or not. The Client shall also be liable for actions and negligence of the consignor and the consignee whom he had appointed to handle the consignment.
8. Should the rights and liabilities related to and arising under a Forwarding Agreement be transferred to another person or a third party, the Client shall guarantee all commitments that were transferred to this person or party together with the Forwarding Agreement.
9. The Company is authorized to offset any due or future claims it has against the Client against any claims that the Client has against the Company. The Company is entitled to transfer (to advance) the Forwarding Agreement, its part, or any rights or liabilities arising under such agreement to a third party or person, without the Client's consent.
10. The Client is not authorized to offset any due or future claims it has against the Company against any claims that the Company has against the Client, to advance any claim against the Company to a third party or person or to advance the Forwarding Agreement, its part, or any rights or liabilities arising under the agreement to a third party or person.

11. These Forwarding Conditions forms a part of the contents of a Forwarding Agreement concluded between the Company and the Client, and are thereof its integral part. Any reference to these Forwarding Conditions denotes that the rights and obligations of the Company and the Client are governed by these Forwarding Conditions to an extent that does not contradict arrangements contained in a special written clause between the Company and the Client. The company is authorized to unilaterally change the contents of these Forwarding Conditions at any time in an proportionate manner; any such change becomes effective immediately upon the Client' approval or when the Client orders a consignment transport from the Company after receiving a proposal of the modified Forwarding Conditions.
12. These Forwarding Conditions have been executed in both English and Czech. In the event of any discrepancies between the English and the Czech version, the Czech version shall always prevail.

Prague, April 2, 2024

ROHLIG SUUS Logistics CZ s.r.o.