

# **General Conditions of ČD Cargo, a.s.**

## 1. Introduction

- 1.1 ČD Cargo, a.s. (hereinafter referred to as “ČD Cargo”) seated at Jankovcova 1569/2c, postal code 170 00, ID 28196678, issues these General Conditions of ČD Cargo, a.s. (hereinafter referred to as “VP ČD Cargo”). These VP ČD Cargo define the legal framework of the relationship “Customer – ČD Cargo” in the provision of services by ČD Cargo.
- 1.2 If the Customer, after getting acquainted with these VP ČD Cargo, enters into a business relationship with ČD Cargo, such entry shall mean unreserved acceptance of these VP ČD Cargo. Upon making a contract between the Customer and ČD Cargo, VP ČD Cargo shall become a part of such contract.
- 1.3 All agreements made between the Customer and ČD Cargo in relation to the provision of services must be made solely in writing. Application of the provisions of Section 1470 (3) and Section 1751 (2) of Act No. 89/2012, Civil Code (hereinafter referred to as the “Civil Code”), which stipulate that a contract is also made if the manifestations of wills of the contracting parties are not in full agreement, is hereby excluded.

## 2. Legislation

- 2.1 The legal framework of the rail freight transport secured by ČD Cargo is defined in relation to the customers by the legislation of the Czech Republic and European Union (EU) as well as the following documents, in particular:
  - Contractual Conditions of Carriage of ČD Cargo, a.s. (SPP), which are available to the Customer on the website [www.cdcargo.cz](http://www.cdcargo.cz);
  - Uniform Commercial Conditions of Carriage for Railway Sidings (JOPP), which are available to the Customer on the website [www.cdcargo.cz](http://www.cdcargo.cz);
  - Tariff of ČD Cargo, a.s. (TVZ), which is available to the Customer on the website [www.cdcargo.cz](http://www.cdcargo.cz);
  - Convention concerning International Carriage by Rail (COTIF) of 9 May 1980, as amended by the amendment protocol of 3 June 1999, kept in the Collection of International Treaties and Conventions under No. 49/2006 Sb. m. s., including Appendixes:
    - Uniform Rules concerning the Contract of International Carriage of Goods by Rail, Appendix B to the Convention (CIM);
    - Rules for the International Carriage of Dangerous Goods by Rail, Appendix C to the Convention (RID);

- Uniform Rules concerning Contracts of Use of Vehicles in International Rail Traffic, Appendix D to the Convention (CUV);
- UIC Loading Directives;
- Uniform Distance Tables for International Freight Traffic (DIUM);
- General Contract of Use for Wagons (AVV/VSP);
- the provisions applying to various fields of services of ČD Cargo which are published on the website [www.cdcargo.cz](http://www.cdcargo.cz), or are reachable through links on the website.

**2.2** The Customer hereby declares that the Customer has become duly acquainted with the above stated documents, agrees with them and undertakes to follow them. The Customer also undertakes to comply with the legal regulations of the Czech Republic, EU and, where applicable, other regulations applying to the concerned business relationship between ČD Cargo and the Customer.

### **3. Services**

**3.1** ČD Cargo provides services in rail freight transport to the extent of the contractual relationship entered into with the Customer under the concerned contract made between ČD Cargo and the Customer (hereinafter referred to as the “Contract”).

**3.2** The offer of services, wagons and handling points intended for the provision of services related to loading and unloading of wagons is stated on the website [www.cdcargo.cz](http://www.cdcargo.cz). The particular conditions of the provided services, including the place of service provision, are regulated in the Contract between ČD Cargo and the Customer.

**3.3** If in respect of the goods handed over to the carrier ČD Cargo for transport, storage or other handling it is necessary to fulfil any measures of administrative authorities, then the party handing over the goods for transport, storage or other handling shall hold liability for informing ČD Cargo about such fact and for the fulfilment of all tasks required by administrative authorities in relation to the concerned goods (e.g. delivery of necessary documents, sheets, forms, etc.). Any sanctions imposed by administrative authorities on the carrier ČD Cargo for failure to fulfil obligations arising from the nature of the goods shall be borne by the party which handed over the goods to the carrier ČD Cargo for transport, storage or other handling.

**3.4** The time of mutual contact between ČD Cargo and the Customer in acts associated with the handover or takeover of wagons for loading or unloading or related to the occupancy of the railway infrastructure shall be set out by ČD Cargo. If the Customer is not present in such

mutual contact, it acknowledges the findings of ČD Cargo in the matter of the condition of the wagon and the loaded goods as binding findings.

#### **4. Payment Conditions**

**4.1** The payment conditions are stated in the documents referred to in chapter 2 of these VP ČD Cargo or, as the case may be, may be contractually agreed with the Account Office of Carriage Revenues of ČD Cargo Olomouc.

#### **5. Liability of the Carrier, and Exercise of Rights**

**5.1** ČD Cargo shall not hold liability for any damage caused in particular by:

- a circumstance that could not have been averted by ČD Cargo while exercising due professional care;
- the sender, recipient or owner of the consignment or item that is the subject-matter of the provided service;
- a defect or inherent nature of the consignment or item that is the subject-matter of the provided service, including ordinary loss;
- defectiveness of the containers or packaging;
- a special nature of the consignment.

**5.2** There is always a circumstance excluding liability of ČD Cargo whenever the damage results from a force majeure event, including strikes, closures, blockades, fire, floods, deluges, transport disruptions, disruptions in the supply of energy and raw materials, emergencies, as well as operational disruptions for which ČD Cargo is not liable.

#### **6. Final Provisions**

**6.1** Any divergent provisions in Contracts shall take precedence over these VP ČD Cargo, unless such provisions are concerned that cannot be interpreted divergently from the applicable legal and/or other regulations.

**6.2** Any disputes between ČD Cargo and the Customer arisen from or relating to the concerned business relationship shall be decided on by the Czech courts having material and local competence according to the seat of ČD Cargo.

All information and documents relating to the business relationship between ČD Cargo and the Customer have a confidential nature, and none of the contracting parties may, without consent of the other contracting party, publish or otherwise disclose to any third party such

information and/or any information that constitutes a business secret of the other contracting party or use such information for its own or a third party's benefit, except where the disclosure of such information is required by legal regulations or competent authorities under legal regulations or where the information has already been publicly available. The confidentiality obligation shall not apply to the communications of both the contracting parties towards their expert advisors (legal advisors, in particular). If the confidentiality obligation of such third parties does not arise from legal regulations, the concerned contracting party shall enter with such persons into agreement on confidentiality of the provided information. The confidentiality obligation may also be excluded or limited by agreement of the contracting parties in each individual case.

**6.3** ČD Cargo may change or supplement these VP ČD Cargo at any time. ČD Cargo shall publish the change or supplementation of VP ČD Cargo no less than 15 calendar days prior to the effective date of such change or supplementation and, if appropriate, shall inform the Customer about such change or supplementation within the same term in a suitable manner, in particular through the website [www.cdcargo.cz](http://www.cdcargo.cz). The Customer is deemed to have accepted the proposed change or supplementation of VP ČD Cargo if the Customer has not refused the change or supplementation of VP ČD Cargo (or the proposed change or supplementation) in a written notice delivered to ČD Cargo no later than on the working day preceding the day when the proposed changes or supplementations are to enter into effect. If the Customer refuses the proposed change or supplementation, the current version of VP ČD Cargo shall continue to apply to the Customer without application of the new changes or supplementations that were refused by the Customer. ČD Cargo may terminate any Contract with the Customer with immediate effect if the Customer refuses a proposed change or supplementation of VP ČD Cargo in writing. The Customer and ČD Cargo acknowledge and agree that:

- a) a reasonable need of a later change of these VP ČD Cargo follows from the nature of these VP ČD Cargo,
- b) for the purposes of the provision of Section 1752 (1) of the Civil Code, any changes of VP ČD Cargo are deemed reasonable.