

Appendix 10 to the SPP

Terms of payment for performances and services provided by the carrier ČD Cargo and settlement of invoiced amounts

1. Introduction

- 1.1** The principles for the payment of performances and services provided by the carrier ČD Cargo to its customers are specified in the SPP, in the JPP CIM, in the CIM consignment note guidelines (GLV-CIM), in the CUV consignment note guidelines (GLW-CUV) and in the CIM/SMGS consignment note guidelines (GLV-CIM/SMGS), or in the relevant contracts concluded between the carrier ČD Cargo and the customer.
- 1.2** The framework billing and payment terms are negotiated by the carrier ČD Cargo with its customers in the payment contract. Payment contract: for the purposes of TVZ, a payment contract means the General Contract on Carriage and Payment Conditions, Contract on Central Clearance or any other contract containing payment conditions between the carrier ČD Cargo and the customer;
- 1.3** The following contacts can be used to enter into a payment contract and provide further information:
- a) contact address: ČD Cargo, a.s., Carriage Account office (OPT), Vídeňská 15, 772 11 Olomouc.
 - b) contact e-mail: optzakaznik@cdcargo.cz

2. Principles of system of payments with ČD Cargo

- 2.1** Payers can only pay for the performance and services from the commercial activities of the carrier ČD Cargo in the following ways:
- a) cashless transfer under the terms agreed in the payment contract on the basis of a tax invoice issued by the carrier ČD Cargo (so-called normal payment) with a basic due date of 15 days for customers based in the Czech Republic and 20 days for customers based outside the Czech Republic from the date of issue of the tax invoice, unless otherwise contractually agreed between the carrier ČD Cargo and the customer, or
 - b) by making regular instalments on a specified date in the relevant calendar month in accordance with the terms agreed in the payment contract; or
 - c) by direct debit from the customer's/payer's account under the terms of the payment contract, or
 - d) by paying a non-cash advance on the account of the carrier ČD Cargo under the terms agreed in the concluded payment contract; or
 - e) by paying a non-cash advance on the account of the carrier ČD Cargo under the conditions agreed upon when negotiating the business case for customers without a concluded payment contract.

In the case of the procedure according to point 2.1e) of this Appendix, the customer will receive an advance invoice from the carrier ČD Cargo, which the customer is obliged to pay on the due date to the account specified in this invoice. The customer is obliged to send the notification of the payment to the contact e-mail address of the carrier from which the advance invoice was received.

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The requested service will be performed by the carrier only after payment of the sent advance invoice.

- 2.2** The amount of the advance payment for the services and performances provided by the carrier ČD Cargo is generally determined in accordance with the TVZ or on the basis of price arrangements agreed between the carrier ČD Cargo and the customer. In the case of the advance payments referred to in point 2.1c) of this Appendix, the procedure for determining the amount of the advance is agreed directly in the payment contract.
- 2.3** If it is not possible to determine the advance payment in international carriage according to the tariffs used, it is determined according to the Tables of Advances for Foreign Carriage published on the website of www.cdcargo.cz, if applicable, plus VAT in accordance with the legislation in force.

3. Sanctioning measures against payers who do not fulfil their payment obligations towards the carrier ČD Cargo

- 3.1** In the event that the payer fails to fulfil its payment obligations towards the carrier ČD Cargo, ČD Cargo reserves the right to demand the payment of the advances in accordance with clause 2.1e) or 2.1d) of this Appendix, or to impose other sanctions or to declare a ZAN on such payer (see Appendix 13 of the SPP).
- 3.2** In the event of late payment of the invoice-tax document, the carrier ČD Cargo has the right to charge the payer interest on delayed payment in accordance with the provisions of § 1970 of Act No. 89/2012 Coll., the Civil Code, including the minimum amount of costs associated with the claim according to the applicable legislation, or according to the applicable contractual arrangements between the payer and the carrier ČD Cargo. The date of payment of the amount due shall be the date of crediting the amount to the carrier's account.
- 3.3** If the payer-debtor does not respond to the carrier ČD Cargo's calls for payment of invoices-tax documents after the due date, the carrier ČD Cargo reserves the right to use other instruments and procedures leading to the payment of the debt – unilateral offsetting of the receivable, assignment of the receivable to other entities, transfer of the receivable for legal recovery, etc.

4. Settlement of invoiced amounts

- 4.1** The customer/payer to whom these amounts were invoiced in the invoice-tax document issued by the carrier ČD Cargo is entitled to claim settlement of the invoiced amounts.

The entitled party is obliged to indicate the number of the invoice-tax document in the settlement request. In the case of a tax invoice in which more than one consignment or delivery note for services is invoiced, the entitled party is obliged to indicate which specific consignment or service the claim relates to.

- 4.2** The method of claiming settlement of invoiced amounts shall be as specified in the payment contract. If this method is not specified here or if the payer does not have the payment contract, the entitled party may submit this request in writing to the contact address of ČD Cargo, a.s., Carriage Account office (OPT) Olomouc, Vídeňská 15,

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772 11 Olomouc or electronically by e-mail to the contact e-mail: optzakaznik@cdcargo.cz.

- 4.3** The carrier ČD Cargo shall inform the authorised person of the receipt of the request, indicating the reference number under which his/her request is processed.
- 4.4** The carrier ČD Cargo shall inform the beneficiary of the result and manner of processing of his/her request in the form of a registered letter or in another manner agreed in the payment contract.
- 4.5** The rights relating to the settlement of the invoiced amounts shall be time-barred according to the legislation in force.