

**Attachment no. Z03\_P1009**  
**1th issue, valid from 20.04.2018.**

### **III. Basic transportation conditions.**

1.1 The Supplier is obliged to submit the invoice along with the original of properly and completely filled in packing list as well as properly and completely filled in originals of other documents related to shipping indicated in clause 4 of the Purchase Order or specified in the packing list (commercial invoices, specifications, delivery notes, material release slips, pallet receipts, nonconformity reports, damage protocols, etc.). Sending the original documents along with the invoice is the indispensable condition to receive payment for the service. MAAG has the right to withhold payment of the invoice until the original properly and completely filled in shipping documents have been submitted.

1.2 The Supplier is obliged to send the invoice along with the documents within 7 days from the date of domestic service (unloading date) or 14 days from the date of international service. Failing to do so by the Supplier shall automatically result in extending payment of their invoice by 90 days, and in particular instances – to 120 days. The aforementioned documents are necessary to verify whether the service has been properly executed.

1.3 MAAG acknowledges only such Supplier's invoice whose date of issue and date of sale (unloading) are identical with the actual month of service completion, i.e. unloading of goods. The invoices issued in accordance with other principles shall be deemed void as not reflecting the actual condition, and therefore shall not be accepted.

1.4 Any other possible additional costs incurred by the Supplier which are related to the shipping order may be reimbursed on condition that they are accepted by MAAG beforehand and after they have been demonstrated by the Supplier by submitting the original documents. Such costs must be invoiced only along with the original shipping invoice. All bills for additional costs that are sent later shall not be accepted.

1.5 The Supplier hereby accepts that MAAG has the right to deduct from the Supplier's remuneration all compensation, contractual penalties, unaccounted for pallets and other balance due amounts which result from this order and are also related to its execution, and which the Supplier is liable for.

2. The Supplier may confirm acceptance of the shipping order in writing. The Supplier and MAAG also agree that the shipping order is deemed as accepted for execution unless the Supplier rejects it within 30 minutes from its receipt. Such acceptance implies that the shipping agreement has been concluded based on the conditions stated in the order as well as these Basic Transportation Conditions which are ultimate and may be accepted only without reservations. Shipping offers which are unconfirmed by MAAG are not treated as shipping orders.

**Conditional** confirmation of the shipping order acceptance or any changes in the wording of the shipping order or these Basic Transportation Conditions result in the shipping order to be deemed as not placed.

2.1 The Supplier hereby declares – both at the moment of accepting the shipping order as well as during the entire execution period – to have their own and valid full scope carrier's liability insurance (which is understood as, among others, the one without exclusions of the insurer's liability for damage consisting in loss, decline or damage to the shipment, theft, disappearance or robbery as well as lack of exclusions concerning protection for a particular type of goods to be shipped and specified in the shipping order) as well as the amount of cover that at least corresponds to the value of the goods accepted to be shipped. At each MAAG's request, the Supplier is obliged to produce the valid policy proving the conclusion of such insurance contract as well as the certificate of professional competence, licence for international or domestic shipping and permission for oversized shipping. MAAG has the right to make a copy of the aforementioned documents.

2.2 By accepting the shipping order, the Supplier hereby declares:

a) to provide professional shipping services, which in particular means that the Supplier has the necessary know-how and experience in his type of commercial activity;

b) to guarantee due execution of the shipping service, which in particular means that such a service is performed in accordance with the shipping order, these Basic Transportation Conditions as well as in accordance with all legal regulations in force including those defining the conditions for road transportation, working conditions for drivers and traffic code as well as the regulations concerning public roads;

c) to satisfy all criteria and formal requirements to provide domestic and/or international transportation services;

d) that all means of transport to be loaded and used for shipping services shall meet all necessary technical conditions as well as be equipped with all necessary devices in accordance with respective legal regulations in force; moreover, the aforementioned means of transport shall meet all the required ecological standards, shall be in good working condition and appropriate in terms of their capacity and the requirements specified in the shipping order, and, in particular, concerning the features of transported goods: clean, properly airtight and protected from a possible damage in transport and exposure to negative impact from the environment during transportation;

e) if dangerous load is to be shipped, the Supplier guarantees unconditional observation of all legal regulations in force defining acceptance and principles for shipping dangerous goods in a given transportation branch;

f) if oversized load is to be shipped, the Supplier guarantees unconditional observation of all legal regulations in force defining acceptance and principles for shipping oversized goods in a given transportation branch;

The Supplier guarantees the execution of all ordered activities using the means which are appropriate for this type of activity and are in good working condition, having appropriate approval certificates as well as strictly observing the instructions from the owner of the goods.

MAAG reserves the right to verify permits for oversized shipment and, in the instances raising doubts as to suitability of the means of transport to be loaded, to verify its technical data.

The Supplier assumes full responsibility for observing these conditions.

2.3 The Supplier guarantees permanent liaison with the driver delivering the goods which ensures verification of the truck location at each MAAG's request. In case of any problems in the shipment order execution, the Supplier is obliged to enable MAAG to directly contact the driver.

2.4 The Supplier and their representative are obliged and bear the entire responsibility to properly load and distribute the goods over the entire loading area, including proper axle load. In case of defects, shortages, deviations, nonconformities or any other abnormalities during the loading operation over the loading area or doubts as to improper axle load, the Supplier is obliged to immediately notify MAAG of that fact and record reservations in the packing list as well as to obtain the loader's confirmation in writing.

2.5 It is the Supplier's or their representative's duty to verify the quantity and quality of the loaded goods, and – in case of any discrepancies – halt the loading operation and contact MAAG. In case of lack of the cargo or any other problems at the loading/unloading place, the Supplier must not leave the loading/unloading place without MAAG's written permission. The Supplier must immediately inform MAAG of any difficulties and problems connected with loading, unloading and transportation of goods.

2.6 The Supplier must not subcontract the shipping order nor add any other load or reload the goods without MAAG's written consent. Lack of such consent results in assuming that the shipping contract has not been fulfilled. In such a case, MAAG has the right to charge the Supplier with liquidated damages amounting to 100% freight price as well as seek compensation if the resulting loss exceeds the value of liquidated damages.

2.7 The Supplier is liable to MAAG and its customers for all loss incurred in relation to the shipping order, and in particular for damage in goods that appear from the moment of accepting the goods until they have been handed over, as well as loss incurred in relation to improper completion or loss of documents, delays in loading and unloading operations or delivery, complete or partial loss, damage or decline of goods. Failure to observe any of the shipping order conditions – and in particular a delay or not providing the means of transport – results in calculation of liquidated damages amounting to 200% freight. MAAG reserves the possibility to seek compensation that exceeds the amount of liquidated damages.

2.8 The Supplier is not entitled to additional payment due to lay-time during loading or unloading operations up to 48h calculated after the expired day of loading or unloading in case of domestic or international delivery on bank holidays as well as at weekends. In case of lack of the cargo or any other problems at the loading/unloading place, the driver must not leave the loading/unloading place without MAAG's written permission. Lay-time must be documented with the stoppage card or annotation in the packing list confirmed by either the sender or the receiver of the goods. MAAG must be immediately informed of the lay-time. Should the Supplier fail to do the aforementioned, the costs incurred by the Supplier due to that fact shall not be recompensed. The amount of charges for lay-time shall be deemed as void unless agreed upon and confirmed in writing by MAAG.

2.9 All information in the shipping order as well as obtained by the Supplier during the shipping order execution is confidential and constitutes MAAG's secret. Such information must not be used and shared without MAAG's written consent. Should the Supplier violate the aforementioned MAAG's secrets, the Supplier shall pay MAAG compensation which shall be sought in accordance with general rules.

2.10 Appropriate provisions of the Civil Code as well as traffic rights shall be applied with respect to any matters not regulated herein – in case of domestic shipping; and CMR regulations – in case of international shipping.

3. Any disputes shall be settled by the court having jurisdiction over MAAG's registered office.

4. These Basic Transportation Conditions constitute the integral part of each shipping order issued by MAAG.