

GENERAL TERMS AND CONDITIONS
of the company of JUSDA Europe s.r.o.
(hereinafter called "GTC")

1. INTRODUCTORY PROVISIONS

- 1.1. These GTC are prepared in accordance with the provisions of § 1751 et seq. of Act No. 89/2012 Coll., Civil Code and constitute an integral part of any Contract between JUSDA Europe and a Client.
- 1.2. The Contracting Parties may deviate from these GTC by a written agreement signed by both Contracting Parties.
- 1.3. In the event of a conflict between the GTC and the Contract, the wording of the Contract shall prevail.
- 1.4. JUSDA Europe is entitled to unilaterally change these GTC. JUSDA Europe informs the Client about such a change by e-mail no later than 14 (fourteen) days before the effective date of the change. The Client has the right to reject the change of the GTC by a written notice to JUSDA Europe delivered no later than 7 (seven) days before the effective date of the change. The Client is subsequently obliged to terminate the Contract. The notice period in this case is 30 (thirty) days.

2. BASIC TERMS

2.1. The capitalized terms in these General Terms and Conditions have the following meanings:

"JUSDA Europe"	the company of JUSDA Europe s.r.o., Company Registration Number 259 57 180, seated at U Zámečku 27, Pardubičky, Pardubice, ZIP Code 530 00
"Client"	a person with whom JUSDA Europe concludes a Dispatch Agreement or a Contract of Carriage
"Offer"	a form or another kind of an offer from JUSDA Europe containing information on the Consignment and the conditions for arranging the transport of the Consignment
"Reward"	the agreed price for arranging transport without VAT or the price for transport without VAT
"CC"	Act No. 89/2012 Coll., Civil Code, as amended
"Working day"	a day other than a Saturday, Sunday, and a day which is not a non-working day within the meaning of the provisions of Section 3 of Act No. 245/2000 Coll., on public holidays, other holidays, significant days, and non-working days
"Contract"	a Dispatch Agreement or a Contract of Carriage on the basis of which JUSDA Europe transports or arranges the transport of a Consignment for the Client
"Contract of Carriage"	an individual contract of carriage/transport concluded pursuant to § 2555 et seq. of the CC, according to which JUSDA Europe undertakes to transport the Consignment from the place of dispatch to the place of destination and the Client undertakes to pay the Reward
"Contracting Parties"	JUSDA Europe and the Client
"Dispatch Agreement"	an individual dispatch agreement concluded pursuant to § 2471 et seq. of the CC, according to which JUSDA Europe undertakes to procure shipments in its own name and on behalf of the Client and the Client undertakes to pay the Reward

"Consignment"

an item the transport of which the Forwarder procures on the basis of the Dispatch Agreement

3. ORDER

- 3.1. The Contract has been concluded when the terms and conditions of the Offer are accepted by the Client within the period specified in the Offer (i.e. within this period the conditions in the Offer are accepted by the Client without any objections). If this period is not specified in the Offer, then the Contract is concluded when the Contracting Parties demonstrably agree on the essentials of the contract, especially the fundamental terms set out in the Offer (i.e. both parties agree with the conditions without any objections). The offer is sent in connection with the Client's order.
- 3.2. The order must always contain at least the following information:
 - 3.2.1. Place of loading or collecting the Consignment (address, town, ZIP code, country)
 - 3.2.2. Place of unloading or delivery of the Consignment (address, town, ZIP code, country)
 - 3.2.3. Place of unloading adapted for containers, otherwise it is necessary to ensure transshipment to a FTL (tarpaulin car with the possibility of unloading from the side) if the Consignment is a container
 - 3.2.4. Total volume and weight of the Consignment, weight of individual cargo pieces
 - 3.2.5. The date when the Consignment is ready for loading or collection at the place of dispatch
 - 3.2.6. The stackability of the Consignment (number of layers)
 - 3.2.7. INCOTERMS 2010 or 2020
 - 3.2.8. Customs status of the Consignment - bonded / non bonded (under customs supervision, released for export)
 - 3.2.9. Description of the Consignment together with the indication of specific properties, respectively requirements for specific handling of the Consignment
 - 3.2.10. Ensuring export and import customs clearance (provided by JUSDA Europe / the Client / the consignee)
 - 3.2.11. Cargo supplementary insurance (provided by JUSDA Europe / the Client / the consignee / not required)
 - 3.2.12. GPS device (provided by JUSDA Europe / the Client / the consignee / not required)
- 3.3. If any order does not contain the data listed in the previous paragraph, JUSDA Europe will require the Client to complete this data. The offer will be processed by JUSDA Europe only after these data are complete.
- 3.4. Orders should be sent primarily to the following email addresses:
 - Air transport orders: air_pricing@jusdaeurope.com
 - Maritime transport orders: sea_pricing@jusdaeurope.com
 - Rail transport orders: rail_pricing@jusdaeurope.com
 - Road transport orders: road_pricing@jusdaeurope.com
- 3.5. Based on the Client's order, JUSDA Europe shall send the Offer back to the Client's e-mail address containing in particular the following information:
 - a) Designation of the Contracting Parties,
 - b) The place of loading or collection and unloading the Consignment,
 - c) The amount of the Reward with the indication of the period of validity of the amount of the Reward and the period of validity of the data in the Offer,
 - d) The estimated date of transport, respectively transport time (transport time means the estimated time from the date of receiving the Consignment until delivering or unloading the Consignment, unless otherwise agreed or unless otherwise stated),
 - e) The proposed mode of transport.
- 3.6. In the event that JUSDA Europe does not respond to the Client's order and does not send him/her an Offer, the order has not been processed and the Contract has not been concluded.

- 3.7. JUSDA Europe is entitled to reject the order, and thus reject to ensure the Consignment transport by the selected type of transport, even in relation to the specific characteristics of the Consignment. In case of such a refusal, JUSDA Europe may propose to the Client another and more suitable type of transport.
- 3.8. The Client accepts the conditions stated in the Offer via email within the period of validity of the conditions in the Offer, if specified. If it is not specified, then without undue delay and at the same time, the Client acknowledges that the data in the Offer may change over time and JUSDA Europe does not guarantee their validity. If the Client has objections about the Offer or if the Client accepts the conditions specified in the Offer after the period of validity of the amount of the Reward, the Contract has not been concluded. The Contract has also not been concluded if the Client accepts the conditions stated in the Offer within the given period of validity, however, the circumstances on which JUSDA Europe based its preparation of the Offer have changed (e.g. JUSDA Europe will learn about the specifics of the Consignment transportation or the specifics of its nature, etc. In all these cases, JUSDA Europe shall inform the Client and prepare a new Offer (in case of changes) which will take into account these new facts or objections of the Client (in case the Client had objections about the Offer), or it shall announce not to perform such transport of the Consignment; this does not apply when it comes to changing transport time - in this case, the paragraph 3.10 of the GTC shall be applicable.
- 3.9. JUSDA Europe is entitled to terminate the negotiations on the Contract at any stage of the negotiations, in particular (but not exclusively) in cases where the Contracting Parties are unable to agree on any provision of the negotiated Contract. Any pre-contractual liability of JUSDA Europe is out of the question.
- 3.10 JUSDA Europe will send the Client specific expected terms of performing the Contract (especially the date of loading or collecting the Consignment) as soon as it receives this information from the forwarder. In the event that this term is in accordance with the expected time of transport specified in the Offer, the Client is not entitled to withdraw from the Contract due to the specific term and JUSDA Europe is entitled to the payment of the Reward and any other possible costs; otherwise the Client has the right to withdraw from the Contract; however, the Client undertakes to reimburse JUSDA Europe for damages and/or costs incurred until the withdrawal from the Contract becomes effective.

4. RIGHTS AND OBLIGATIONS OF JUSDA

- 4.1. JUSDA Europe is not obliged to review the accuracy of any instructions or data provided by the Client.
- 4.2. JUSDA Europe is not obliged to review the probity, correctness, or sufficiency of the packaging of the Consignment, its classification, sealing, labelling, and its security against potential damage during transport or during handling it.
- 4.3. JUSDA Europe shall be entitled to partially or completely cancel the provision of services under the Contract, at any time, without any prior notice and any liability to the Client or other third parties, in the event that it finds out that the services provided under the Contract are prohibited by applicable laws and regulations or are excluded from transport pursuant to these GTC or in the event that the Client breaches the Contract.
- 4.4. If JUSDA Europe is reasonably convinced that the transport of the Consignment should not be carried out, should not continue, or should continue only after some necessary measures are taken, then it has the right to:
- a) prematurely terminate the transport of this Consignment,
 - b) take the necessary measures to enable the transport to be carried out or to continue,
 - c) be reimbursed for the costs for premature termination of the transport and/or the implementation of such necessary measures.
- 4.5. JUSDA Europe is entitled to unilaterally set off any of its due and outstanding receivables against any receivable of the Client towards JUSDA Europe.

- 4.6. JUSDA Europe does not guarantee the time of accepting, loading, or delivering or unloading the Consignment; the estimated transport time stated in the Offer is only estimated time and it is not guaranteed by JUSDA Europe; the Client hereby acknowledges this. JUSDA Europe is not liable for damages incurred by the Client or any third parties as a result of a later or earlier date of delivery or unloading of the Consignment. In the event of an earlier delivery or unloading of the Consignment, the Client is responsible for all costs incurred in connection with the storage of the Consignment.
- 4.7. If the Consignment is not accepted by the Recipient at the specified location when JUSDA Europe is ready to hand the Consignment over, JUSDA Europe may store or arrange the Consignment to be stored at the Client's expense and responsibility.

5. RIGHTS AND OBLIGATIONS OF THE CLIENT

- 5.1. By ordering the shipment, the Client declares to be the owner of the Consignment or an authorized representative of the owner of the Consignment and thus to be entitled to conclude a Contract regarding the Consignment.
- 5.2. The Client is obliged to provide JUSDA Europe with correct and complete data and information about the Consignment and its nature, as well as other facts necessary for the proper transport provision, including information on the higher value of the Consignment, even if this information is beyond the mandatory requirements of the order. The Client is also obliged to specify special measures during the transport of the Consignment, the implementation of which he/she requires, or the implementation of which is necessary for the proper transport of the Consignment, or if the Consignment is to be insured due to its higher value. Any consequences of incorrect and incomplete data are to be borne in full by the Client. The Client is obliged to state all information about the Consignment in his/her order or otherwise, but always before concluding the given Contract.
- 5.3. Prior to concluding the Contract, the Client is obliged to notify JUSDA Europe of all public and customs obligations associated with the transport of the Consignment. Within the same period he/she is also obliged to provide information on restrictions associated with the transport of the Consignment (including any restrictions on the entry of the relevant means of transport, for example due to its weight, height, or type of the Consignment) if these obligations are not or cannot be known to JUSDA Europe, otherwise the Client is liable to JUSDA Europe for all consequences of such failure to notify, including all damages incurred.
- 5.4. The Client undertakes to hand over to JUSDA Europe all documents necessary for arranging the transport and fulfilling all obligations of JUSDA Europe. In the event that the data stated in the accepted Offer differ from the data stated in the submitted documents, the Client is obliged to eliminate this discrepancy without undue delay and to bring the conflicting data into line with the reality in writing. Until the Client removes the discrepancy between the stated data or if the Consignment does not correspond to the data stated in the accepted Offer, the Client is not entitled to demand performance of the Contract by JUSDA Europe; on the contrary, JUSDA Europe is entitled in such cases to refuse the transport and to demand from the Client reimbursement of all costs incurred. In such a case, JUSDA Europe is entitled to withdraw from the Contract with effect from the day of delivering the notice of withdrawal from the Contract to the Client.
- 5.5. The Client is liable to JUSDA Europe for any damage caused by the fact that JUSDA Europe was fined or otherwise sanctioned as a result of incorrect, untrue, inaccurate, incomplete, or otherwise defective documents, information, or data provided by the Client, especially for breaching public law, or if JUSDA Europe or any third party has suffered damage as the consequence of this.
- 5.6. In case it turns out that the transport should not continue or should continue only after the implementation of additional measures or at an additional cost, the Client undertakes to pay all additional costs and expenses incurred in this way.
- 5.7. If the Consignment is in danger of immediate damage or if some damage has already occurred to the Consignment, the Client is obliged to provide JUSDA Europe without undue delay with

the necessary instructions for handling the Consignment and minimizing the incurred damages, while all costs related to such handling of the Consignment and minimizing damages are borne by the Client and the Client undertakes to compensate them to JUSDA Europe in case that they are incurred.

- 5.8. The Client undertakes to ensure at his/her own expense that the Consignment will be ready for transport no later than on the date of loading or collecting and that the Consignment will be taken over by the consignee immediately after the delivery of the means of transport with the Consignment for unloading. Otherwise, JUSDA Europe is entitled to the compensation of costs incurred by it or by any third party.
- 5.9. The Client is responsible for the proper packaging of the Consignment, its classification, sealing, labelling, and its security against possible damage during transporting and handling it.
- 5.10. In the event that the Consignment requires temperature control, the Client is obliged to inform about this already in the order, including the requirements for temperature regulation.
- 5.11. The Client undertakes to provide JUSDA Europe with all cooperation necessary for the proper performance of the Contract.
- 5.12. Based on the request of JUSDA Europe, the Client is obliged to pay at any time (i.e. even before JUSDA Europe starts fulfilling the obligation) any advance payment for the Reward, up to 100% of this Reward, for costs incurred in connection with the provision of transport or in connection with ensuring or performing transport-related acts or for the payment of any other obligations that JUSDA Europe may incur in connection with or as a result of the performance of its obligations under the Contract.
- 5.13. In the event of revoking or changing any instruction, the Client undertakes to reimburse JUSDA Europe for any costs incurred as a result of revoking or changing such instruction.
- 5.14. The Client is obliged to pay the receivables of JUSDA Europe for the payment of freight, customs duties, taxes, and other fees paid by JUSDA Europe.
- 5.15. The Client is obliged to provide JUSDA Europe, at any time at its request and without delay, with information on his/her economic situation to the extent necessary to assess the ability to fulfil his/her obligations towards JUSDA Europe under the Contract.
- 5.16. The Client undertakes to indemnify JUSDA Europe if it incurs any damage or other harm in connection with any act, omission, or breach of any obligation of the Client or his/her authorized persons. The Client also undertakes to indemnify JUSDA Europe if as a result of any act, omission, or breach of any obligation of the Client or persons authorized by him/her, an illegal situation arises which will result in any costs, sanctions, or other obligations on the part of JUSDA Europe (also as being the guarantor).
- 5.17. The Client is not entitled, without the prior written consent of JUSDA Europe, to transfer, in whole or in part, any of his/her receivables towards JUSDA Europe to a third party, or to pledge all or part of his/her receivables towards JUSDA Europe in favour of a third party. The Client is not entitled to unilaterally set off any of its receivables towards JUSDA Europe or a part thereof towards JUSDA Europe.

6. REWARD AND METHOD OF PAYMENT

- 6.1. A Reward is agreed between the Contracting Parties when concluding the Contract for arranging the transport of Consignments. The committer undertakes to pay the Reward to the Forwarder after arranging the transport of the Consignment.
- 6.2. Unless otherwise stated in the Offer, the Reward does not include:
 - a) value added tax, customs duties, and other taxes relating to the Consignment;
 - b) costs associated with arranging the transport of the Consignment;
 - c) all other costs expediently incurred by the Forwarder when arranging the transport;
 - d) costs associated with customs services and related operations;
 - e) the cost of return transport of the Consignment in the event that it cannot be delivered to its consignee, or the cost of storing the Consignment;
 - f) costs associated with the packaging of the Consignment;
- 6.3. JUSDA Europe shall submit to the Client a statement of the Reward and all costs incurred. The relevant value added tax will be added to the stated amounts if the payment is subject to

- it. JUSDA Europe is entitled to charge all costs and other expenses incurred in order to ensure and carry out transport of the Consignment in accordance with the Contract, in order to prevent damage or protect the interests of JUSDA Europe or the Client, or in connection with eliminating any consequence of an occurrence of loss occurring during the provision or implementation of the transport of the Consignment or in connection with it.
- 6.4. The Client undertakes to pay all amounts invoiced by JUSDA Europe, including value added tax, no later than the due date stated on the issued invoice.
 - 6.5. In the event of a delay in payment of the Reward or any part thereof, interest on arrears in the amount of 0.5% of the amount due for each day of delay will be added to the amount due.
 - 6.6. In case of the Client's delay in paying the invoiced amounts to JUSDA Europe or in the event of the existence of any other due debt of the Client towards JUSDA Europe, JUSDA Europe is entitled to suspend the provision and implementation of other shipments under other concluded Contracts. JUSDA Europe is obliged to inform the Client about exercising this right to interrupt the provision of forwarding services.
 - 6.7. By accepting the Consignment, the recipient of the Consignment becomes the guarantor for JUSDA Europe's receivables from the Client under the Contract if he/she knew about this receivable or must have known about it. The Client undertakes to notify the recipient of the Consignment of all receivables of JUSDA Europe before the recipient accepts the Consignment.
 - 6.8. In the event that the Client fails to pay the Reward properly and on time, JUSDA Europe has the right to jointly and severally assert any obligation towards the Client, the owner of the Consignment and its recipient.
 - 6.9. The Contracting Parties have further agreed that JUSDA Europe is entitled to unilaterally increase the Reward, respectively any other payments associated with the transport of the Consignment or the procurement of the Consignment transport if due to
 - (i) the adoption of a change or a change in the interpretation of any law, measure, official communication, or any other generally binding regulation after the date of concluding the Contract, or
 - (ii) the adoption or a change of any measure or official communication of any public authority (including an authority of a foreign country) after the date of concluding the Contract, or
 - (iii) the exercise of any private and public claims of any person, body, institution, or office (including foreign ones) on the basis of already or in the future effective legislation in the field of compliance with the minimum wage of employees of any persons involved in the transport of the Consignment,any costs incurred by JUSDA Europe (particularly as a result of the payment or increase of any tax, toll, customs duty, levy, fee, penalty, sanction, or any other or similar payment or expense) when providing transportation and related activities will be increased.
 - 6.10. In addition to the Reward, JUSDA Europe is entitled to charge the Client any additional direct or indirect costs, including, for example, waiting time, delayed, unexpected storage or handling, redirecting the Consignment, or unsuccessful attempts to unload or deliver the Consignment. The Reward includes one attempt to deliver the Consignment or unload it at the place of unloading.
 - 6.11. The Client is obliged to pay JUSDA Europe the reimbursement of costs and the Reward on the due date, even if it was not possible to deliver the Consignment or if it was not delivered, or in the absence of the recipient. In these cases, the Client shall also pay all additional costs incurred (e.g. costs for liquidation of the Consignment, warehousing fees, etc.).
 - 6.12. In the event that JUSDA Europe is instructed by the Client to collect freight, customs duties, or other payments from a person other than the Client, this does not release the Client from the obligation to pay these amounts if they are already due and have not been paid by a third party.

7. RIGHT OF LIEN

- 7.1. Unless otherwise agreed, JUSDA Europe is entitled to withhold any Consignment if such Consignment is in the possession of JUSDA Europe or under its control if the Client is in arrears with the payment of the Reward or part thereof.
- 7.2. If any amount owed by the Client to JUSDA Europe remains unpaid and the Client does not pay this amount even after a written request with a reasonable deadline, JUSDA Europe has the right to monetize the withheld Consignment, by direct sale or public auction at the Client's expense and to use the proceeds to settle those amounts due.
- 7.3. The Client shall not establish any retention or lien or other security for the withheld Consignment in favour of any third party without the written consent of JUSDA Europe.

8. CUSTOMS AND EXPORT SERVICES

- 8.1. JUSDA Europe provides customs services as a direct agent. The Client therefore expressly agrees that all fees, taxes, and customs duties will be collected directly from the Client.
- 8.2. JUSDA Europe performs customs services as an indirect agent only if the Contracting Parties expressly agree on this. In this case, the Client is obliged to reimburse JUSDA Europe for all costs and expenses incurred in connection therewith no later than 7 calendar days from sending the call to the Client.
- 8.3. In the case of export of the Consignment, the Client is responsible for ensuring that the Consignment is imported or exported to or from the place of origin or destination legally, i.e. in accordance with valid and effective legislation.
- 8.4. The Client is responsible for obtaining all necessary permits for the export or import of the Consignment.
- 8.5. JUSDA Europe reserves the right to refuse the performance of the Contract if JUSDA Europe reasonably believes that:
 - (i) the place of origin, the destination, or the transit country is a prohibited country. Or it is an embargoed country, or
 - (ii) the Consignment is a prohibited commodity, or
 - (iii) one of the parties to the trade is a rejected or excluded party.

9. LIMITATION

- 9.1. The limitation period is governed by the relevant provisions of the Civil Law, unless otherwise stated in these GTC.
- 9.2. The rights arising from the total destruction or loss of the Consignment or from its damage or delayed delivery expire against JUSDA Europe after 1 (one) year. The limitation period begins to run from the day when the Consignment was delivered, or when it should have been delivered to the recipient.

10. LIABILITY

- 10.1. JUSDA Europe is not liable for any damage to the Consignment which it could not avert when exercising professional care.
- 10.2. JUSDA Europe is not liable for any damage caused by incorrect or insufficient instructions or data communicated by the Client to JUSDA Europe.
- 10.3. JUSDA Europe is not liable for any damage caused by the Client, the sender, the recipient, or the owner of the Consignment.
- 10.4. JUSDA Europe is not liable for any damage incurred in connection with the separate transport of the Consignment if JUSDA Europe does not act as a forwarder.
- 10.5. JUSDA Europe is not liable for any damage caused by defective or insufficient packaging or security of the Consignment, or as the case may be, by an inappropriate way of packing or securing the Consignment. Also JUSDA Europe is not liable for any damage caused by non-marking or incorrect or insufficient marking of the Consignment.
- 10.6. JUSDA Europe is not liable for any damage caused by a defect or properties of the Consignment or its natural nature, even if some of them manifested itself only during the transport of the Consignment.
- 10.7. JUSDA Europe does not bear the risk of damage to the goods from the moment when the Consignment is handed over to the recipient or from the moment when JUSDA Europe was ready to hand the Consignment over at the specified place.
- 10.8. Furthermore, JUSDA Europe is not liable for:
 - (i) any damage incurred while JUSDA Europe had no control over the Consignment,
 - (ii) a delay if it is caused by the Client, the owner of the Consignment, or the recipient,
 - (iii) any damage caused by the Client's instruction,
 - (iv) any damage caused by a hidden defect of the Consignment,
 - (v) any damage caused independently of the will of JUSDA Europe (flood, fire, storm, explosion, theft, riots, strikes, uprisings, etc.).
- 10.9. JUSDA Europe shall be released from the obligation to pay damages if it proves that it was temporarily or permanently prevented from fulfilling its obligation under the Contract by an extraordinary unforeseeable and insurmountable obstacle arising independently of its will.
- 10.10. If some damage has occurred or has widened as a result of circumstances attributable to the injured party or another person, liability for the compensation of the damage shall be reduced proportionately.
- 10.11. In the event of any damage to the Consignment for which JUSDA Europe is responsible, the Client is obliged to clearly prove with credible written evidence the extent of the damage.
- 10.12. JUSDA Europe shall not compensate for any indirect damage, consequential damage, or lost profits of the Client or third parties and the Client undertakes not to claim such damage from JUSDA Europe.
- 10.13. If JUSDA Europe is liable under the law or the Contract for the damage, its obligation to compensate for the damage is limited by the limits set out in the relevant international agreements or compulsory provisions of the relevant legal regulations. If these limits are not applied to JUSDA Europe or to the Contract for any reason, then JUSDA Europe excludes its liability for damage and the obligation to compensate for it and the Client agrees with this; this does not apply if JUSDA Europe caused the damage intentionally.
- 10.14. If the Client terminates the Contract before or during the shipment, he/she undertakes to reimburse JUSDA Europe all costs and expenses incurred up to that date.

11. LODGING A CLAIM FOR DAMAGES AND DEFECTS

- 11.1. The Client is obliged to report any defects or damages to the Consignment always without undue delay after receiving the Consignment, at the latest within the deadlines according to the relevant legal regulations and international agreements or according to these GTC.

- 11.2. The Client is obliged to inform JUSDA Europe about the occurrence of any damage or defect and to lodge his/her claim and document the right to compensation for the damage or elimination of the defect always without undue delay, unless otherwise stated:
- a) In case of any obvious damage / defect the notification, assertion, and substantiation of the claim with documents must be made immediately after the receipt of the Consignment by the consignee or after unloading the Consignment at the designated place (whichever occurs first), by indicating objections and/or deficiencies in the transport document.
 - b) In case of any unobvious damage / defect the notification, assertion, and substantiation of the claim with documents must be made without undue delay after the receipt of the Consignment by the consignee or after unloading the Consignment at the designated place, but no later than [3 (three) days] from the delivery (acceptance) of the Consignment or after unloading the Consignment (depending on which of the situations occurs earlier), or as the case may be, since the Client had the opportunity to unpack the Consignment and get acquainted with its contents.
- If the Client does not make a notification, does not lodge his/her claim, and does not substantiate the claim pursuant to this paragraph within the specified period, the right for the compensation of the damage / lodging a claim for the defect ceases to exist.
- 11.3. The time limits referred to in the preceding paragraph shall not be applied if the Contract is governed by international conventions or legal regulations which regulate the time limits cogently.
- 11.4. Any damage or defects can be claimed in writing by e-mail to the address reklamace@jusdaeurope.com or in writing by post to the address JUSDA Europe s.r.o., Company Registration Number 259 57 180, seated at U Zámečku 27, Pardubičky, Pardubice, ZIP Code 530 00.
- 11.5. The client is obliged to substantiate the extent of the damage / defect caused by credible written evidence in a clear manner that does not raise any doubts. If the Client does not submit this evidence, JUSDA Europe has the right to reject the request due to lack of evidence of the occurrence and existence of the damage / defect.
- 11.6. JUSDA Europe is obliged to comment on the claimed defects / damages no later than [60 (sixty)] days from the date of complete lodging of the claim. This period shall be extended by the period during which the Client did not provide JUSDA Europe with the documents necessary to settle the claim and the period during which it is necessary to obtain the opinion of third parties, especially experts, authorities involved in criminal proceedings, or other state bodies or institutions.

12. INSURANCE

- 12.1. The Forwarder ensures the insurance of the Consignment only if it is expressly agreed between the Contracting Parties. The mere indication of the price of the Consignment is not an order for JUSDA Europe to insure the Consignment.
- 12.2. If the insurance of the Consignment is agreed, the conditions of the insurance of the Consignment are governed by the insurance conditions of the contractual partner of JUSDA Europe, or as the case may be, JUSDA Europe ensures the insurance of the Consignment according to the insurance conditions common in the Czech Republic.
- 12.3. If an insured event occurs, JUSDA Europe will fulfil its obligations by assigning its claims against the relevant insurance company to the Client, unless this is contractually or otherwise excluded.

13. PRESCRIPTION OF RIGHTS

- 13.1. The prescription/limitation period is governed by the relevant provisions of the Civil Code, unless otherwise stipulated in these GTC.
- 13.2. The prescription period for raising claims against JUSDA Europe is 1 year, unless otherwise stipulated in these GTC. This period begins to run:

- (i) in the event of impairment or damage to the Consignment from the date on which the Consignment was delivered to the recipient,
- (ii) in the event of a delay or loss of the Consignment from the date on which the delay or loss could be identified.

14. FINAL PROVISIONS

- 14.1. Unless otherwise agreed in writing, the Contract is governed by the laws of the Czech Republic.
- 14.2. Unless otherwise agreed in writing, any dispute arising from the Contract shall be resolved before the courts of the Czech Republic according to local jurisdiction of JUSDA Europe.
- 14.3. The provision of transport is subject to the regulations set out in the following international conventions:
 - a) for the international carriage of goods by road:
Convention on the Contract for the International Carriage of Goods by Road (the CMR Convention) dated 19th May 1956.
 - b) for the international carriage of goods by sea, with the exception of carriage to or from the United States of America:
International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading, 1924, as amended in 1968 and 1979 (The Hague-Visby Rules).
 - c) for the international carriage of goods by sea from and to the United States of America:
The Carriage of Goods by Sea Act, 1936 („COGSA“).
 - d) for international carriage by air:
The Convention for the Unification of Certain Rules for International Carriage by Air from 1999 (The Montreal Convention).
For shipments subject only to the Convention for the Unification of Certain Rules Relating to International Carriage by Air, 1929 (Warsaw Convention), this Warsaw Convention shall be applied. However, where both the Warsaw and Montreal Conventions apply, the Montreal Convention is decisive.
 - e) for the international carriage of goods by rail:
The Uniform Rules Concerning the Contract of International Carriage of Goods by Rail (CIM).
The Convention Concerning International Carriage by Rail (COTIF).
- 14.4. The Contracting Parties expressly exclude the application of any of the Client's terms and conditions to any legal relations between JUSDA Europe and the Client, even if the Client has in any way referred to them or will refer to them, and even though JUSDA Europe was aware of them.
- 14.5. If any provision of these GTC is in conflict with the compulsory provisions of valid and effective legal regulations or international standards in the Czech Republic, then the provisions of these regulations and standards shall be applied, which however does not affect the validity of other provisions of these GTC or the validity of these GTC as a whole.
- 14.6. The Contracting Parties expressly declare that the provisions of these GTC which deviate from the provisions of the Civil Code or other legal regulations are thus deliberately deviated and at the same time they declare that these deviating provisions are not contrary to good morals, they do not violate public order or the law concerning the status of persons, including the right to the protection of the individual, and have been agreed fairly.
- 14.7. Any communication relating to the Contract must be made in writing and, unless otherwise stated, it must be delivered in person, by e-mail, data box, or some other form of electronic communication, while these forms of electronic communication are considered to be in writing. The delivered e-mail is considered to have been delivered by demonstrable delivery or rejection of the e-mail by the addressee or on the third day after it was sent to the addressee. Communication delivered by a postal service provider shall be considered to have been delivered by demonstrable delivery or refusal of communication by the addressee or on the fifth day after it was sent to the addressee.

- 14.8. Withdrawal from the Contract does not affect the rights and obligations arising before the effective withdrawal from the Contract.
- 14.9. These GTC come into force on 1st February 2021.