

**GENERAL SERVICE ORDER TERMS AND
CONDITIONS OF CUSTOMER HEGELMANN
TRANSPORTE S.R.O
Valid from 22/11/2023**

Cargo transport and inter-relationships under these terms and conditions are regulated by the provisions of these terms and conditions, the Convention on the Contract for the International Carriage of Goods by Road (CMR 1956), the European Agreement on the International Carriage of Dangerous Goods by Road (ADR), the Act no. 89/2012 Coll., the Civil Code of Czech Republic, and other national and international legislation regulating international road freight. In the event that the Parties arrange local cargo transport services, in addition to these terms and conditions and the legislation referred to in this provision, the relationship between the Parties, including the Carrier's responsibility, is also regulated by the mandatory national legislation of the country in the territory of which such local transportation is carried out.

1. GENERAL CONDITIONS OF CARRIAGE

1.1. These general service order terms and conditions (hereinafter referred to as the "Conditions") apply to the provision of all carriage services and related services provided by carrier companies (hereinafter referred to as the "Carriers"). These Conditions, together with the cargo transportation agreement and/or Carriage Order, constitute the Agreement (hereinafter referred to as the "Agreement") under which the Customer orders and the Carrier provide Services. Hegelmann Transporte s.r.o. has the status of a Customer in relation to these Conditions.

1.2. The data regarding each separate carriage and the special instructions related to it (loading/unloading place, cargo dimensions, volume, weight, etc.), as well as any other necessary information, shall be provided in separate Carriage Orders that form an integral part of these Conditions.

1.3. The Customer shall have the right to cancel or change the order without any compensation, penalty and/or other sanctions/liability 2 hours before the agreed time for the vehicle's arrival at the loading place.

1.4. The carriage price (freight) shall be indicated in the Carriage Order and shall include all other expenses related to the carriage that may be incurred by the Carrier, including, but not limited to, expenses for fuel, wages in all relevant jurisdictions, road taxes, exchange rate fluctuations, additional equipment required for the transportation and/or fastening of the cargo, permits, licenses, insurance, etc., with the exception of costs agreed on by the Parties in writing in the Carriage Order. The Customer shall not indemnify the Carrier for any additional expenses incurred by the Carrier upon crossing borders, unless such expenses are agreed on by the Parties in writing in the Carriage Order.

1.5. Re-loading of the cargo and/or re-attachment of a semi-trailer to another tow vehicle, as well as the simultaneous carriage of cargo unindicated in the order (foreign) without the Customer's written consent is strictly prohibited. The violation of these conditions may result in a penalty on the Carrier in the amount of up to the value of one freight but not less than EUR 300 (three hundred euro). Payment of this contractual penalty does not exclude the Customer's right to damages.

1.6. The Carrier is strictly forbidden to transfer/sell/assign the received Carriage Order to a third party (subcontractor) without the Customer's prior written consent. If an order is transferred/sold/assigned to a third party (subcontractor) without the Customer's prior written consent, a penalty in the amount of up to the value of one freight but not less than EUR 300 (three hundred euro) may be imposed on the Carrier. Payment of this contractual penalty does not exclude the Customer's right to damages.

1.7. If the Carrier is not executing the carriage, but is outsourcing it to a third party at the Customer's prior written consent, the Carrier shall ensure that this third party meets and follows all requirements and instructions

laid down in the Agreement. The Carrier agrees that if its subcontractor breaches any of the provisions laid down in the Agreement, the Carrier is liable for the damage caused to the Customer as if he breached it himself.

1.8. The Parties agree that 24 hours (excluding non-working days and official holidays) are allocated to loading/unloading in the EU countries, while 72 hours (excluding non-working days and official holidays) are allocated to loading/customs procedures/unloading in third countries.

2. CARRIER'S RIGHTS, OBLIGATIONS AND LIABILITY

2.1. The Carrier's driver (hereinafter referred to as the "driver") shall be an employee of the Carrier or should be in a similar employment relationship with the Carrier. The driver must be covered by the Carrier's insurance. The Carrier is always responsible for damage caused by the driver in relation to the Customer.

2.2. The Carrier shall present a clean, leak-proof vehicle of the type indicated in the Carriage Order, without foreign smells, in good working order, fitted with the standard cargo and ADR (if required) fastening equipment (fastening belts, anti-skid mats, protective corners), suitable for the transportation of the cargo in question, and have all necessary transportation documents (valid CMR insurance for at least EUR 300.000 (three hundred thousand euro) technical certificates, permits, etc.). The driver's clothing must meet all the requirements for safe loading/unloading. It is mandatory to have at least 30 (thirty) belts and 24 (twenty four) fastening pads. Belts and pads must be in proper condition. In terms of the carriage of foodstuffs, the Carrier must fully comply with and execute the requirements laid down in all international IFS and HACCP standards regarding the transportation of such foodstuffs without the additional requirement from the Customer. The Carrier's vehicle must fully comply with the legal conditions of road traffic in all countries in which the carriage and related services will be provided.

2.3. For the transportation of ADR (hazardous) cargo the driver must have an ADR license and all other required safety equipment, which it is obliged to present to the Carrier or Customer upon request. The vehicle must also be equipped for the transportation of hazardous cargo. In case of violation of these conditions the Carrier may be upon the decision of the Customer penalized in the amount of the Carriage price but not less than EUR 300 (three hundred euros). Payment of this contractual penalty does not exclude the Customer's right to damages and other contractual penalties under this Conditions in the amount exceeding the penalty.

2.4. If the cargo requires a temperature regime specified in the Carriage Order, the tow vehicle shall arrive at the loading place with the required temperature prepared in advance. The indicated temperature is to be maintained during the entire transportation process. Together with the transportation documents, the Carrier shall present a record of the temperature readings throughout the journey (thermo strip).

2.5. When transporting all cargo, the Carrier must be in possession of Community authorisation and/or TIR carnet, a valid Carrier's civil liability insurance of at least the value of the cargo being carried and all other documents required for the proper and lawful transportation of cargo.

2.6. The Carrier may, at its discretion, select a preferred route for the transportation of the cargo, unless otherwise specified in the Carriage Order. Having selected a route, the Carrier shall cover all additional costs incurred as the result of such decision at its own risk and expense.

2.7. The Carrier shall regularly and in writing submit to the Customer information regarding the progress of the carriage, i.e., provide information on the arrival/departure times (submit GPS data if required), delays, issues during the loading/unloading of the cargo or other problems which occurred in the provision of the service. In the event that the Carrier knows that there is a delay, issues during the loading/unloading etc. and the provision of the service will not be provided according to the Agreement, the Carrier is obliged to inform the Customer immediately, but no later than within 2 hours from the moment the Carrier found out such information. In the event that the information regarding the progress of the carriage submitted is inaccurate/incorrect or delayed, the Carrier shall be penalized in the amount of EUR 300 (three hundred euros). Payment of this contractual penalty does not exclude the Customer's right to damages. If the information regarding the progress of the

carriage submitted is inaccurate/incorrect or delayed, the Customer is not liable for damages incurred by the Carrier caused by such information.

2.8. The Carrier shall ensure that the personnel used by him (especially drivers) fulfill all legal obligations for the management and operation of the cargo in the relevant countries where the transport is to be carried out.

2.9. The driver is responsible for the loading, fastening and unloading of the cargo, and, in the event when it is done by the sender/recipient, the driver must be present during the loading, fastening and unloading of the cargo, confirm that the correct volume, weight, labelling and numbering of the cargo is indicated in the waybill, and examine the state of the exterior of the cargo and the packaging. If the cargo/packaging is damaged, there are discrepancies in the volume or it was loaded/fastened incorrectly, the driver shall make substantiated remarks in the relevant transportation documents, take photographs or video recordings of the situation and immediately inform the Customer's contact person about all issues/problems (any notes in the waybill, defects to the cargo, damage, delays, downtime, improper loading, accidents, etc.) and continue action strictly according to the Customer's instruction.

2.10. The liability of the Carrier for the cargo begins at the moment of taking over the goods for loading for transport and lasts until the moment when (cumulatively) the goods are delivered to the recipient and all transport documentation is duly filled in. This provision does not exclude the Carrier's pre-contractual liability. The goods are considered to have been taking over for transport when the Carrier's vehicle arrives on time at the place of loading, the goods are loaded onto the vehicle, properly secured and all necessary documentation confirming the acceptance of the goods is filled out. The goods are considered to have been properly delivered when the Carrier's vehicle is on time at the place of unloading, the goods are unloaded and all the necessary documentation is filled out. Unless otherwise agreed between the Customer and the Carrier, the sender (recipient) is responsible for the loading (unloading).

2.11. After loading, the driver shall submit the documents accompanying the cargo (invoice, EX1, CMR, certificates), their validity dates and their compliance with the cargo. Fulfillment of this obligation is ensured by the Carrier.

2.12. The Carrier shall be liable for the damage to the cargo due to improper positioning and fastening of the cargo or overload on the axle if the total weight is within limits.

2.13. The Carrier shall have the right to refuse to transport the cargo if it is improperly packaged, improperly loaded (in the event that it is loaded by the sender), the documents submitted are incorrect or there are other circumstances that may result in legal liability being applied to the Carrier. In this event the Carrier shall immediately inform the Customer's contact person about all issues/problems and continue action strictly according to the Customer's instruction. It is the responsibility of the Carrier to assess whether the cargo is properly packed, loaded and secured.

2.14. The Carrier shall not, on any basis, detain the cargo being transported, terminate its transportation, unless so directed by the Customer, or load/unload the cargo in another place than agreed under the conditions of the Carriage Order. Upon the violation of this condition, the Customer may claim from the Carrier a penalty in the amount of EUR 1 000 (one thousand euro). The amount of the penalty indicated in this provision is considered to be the minimum loss sustained by the Customer the amount of which the Customer shall not be required to prove. The penalty may be deducted from the amount payable to the Carrier or from the total amount of the debts of Customer. If the Customer has no debts, the Carrier must pay the penalty within 5 days from the Customer's request. Payment of this contractual penalty does not exclude the Customer's right to damages and contractual penalties under this Conditions in the amount exceeding the penalty.

2.15. The Carrier undertakes to submit a readable photocopy of the CMR waybill with the recipient's mark (signature and stamp) verifying the receipt of the cargo to the Customer via email or other means of communication not later than within 1 day from the date of the transfer of the cargo to the recipient, and to send high quality scan copy of transport documents (CMR waybills, cargo waybills, thermo strips, Euro-pallet replacement/non-replacement documents) to the Customer within 21 days. The Carrier undertakes to deliver the originals of the transport documents (CMR waybills, cargo waybills, thermo strips, Euro-pallet

replacement/non-replacement documents) to the Customer within 45 days from the date of the transfer of the cargo to the recipient. If the Carrier is late to submit the aforementioned documents within the agreed term and/or does not submit them, the Carrier shall pay a penalty in the amount of EUR 100 (one hundred) at the Customer's request, and/or the Customer shall have the right to withhold the payments due to the Carrier until the Carrier fulfils its undertaken commitments regarding the submission of the original documents. The Customer reserves the right to transfer the penalty to the Carrier if such penalties are imposed on the Customer by the clients due to the non-submission of documents in due time when these documents are not submitted within the period specified in this provision at the fault of the Carrier. The Carrier declares that such business practice is well known to it and, being a professional in the transport sector, the Carrier agrees to the specified conditions and accepts them to the full extent.

2.16. CMR waybill must be duly completed with the signatures and stamps of the sender, Carrier and recipient. The Carrier agrees that the obligation to submit CMR waybill with duly completed documents is the duty of the Carrier's driver. In the absence of the sender's/recipient's stamp and or the signature of the person responsible on the CMR waybill, as well as in the event that not all transportation documents are sent, the payment for the transportation may be withheld until all duly completed documents are received.

2.17. If the recipient of the cargo makes any notes in the CMR waybill regarding the state of the exterior of the cargo and/or the packaging, and/or the Carrier damages the cargo, and/or is late to pick-up/deliver the cargo, and the Customer receives a complaint from the client on these grounds, the Customer shall have the right to postpone the payment for the transportation for the period of one year with effect from the date when the cargo was unloaded, i.e., for the period within which the Customer has the right to pursue a claim for damages and/or to offset homogenous counter-claims.

2.18. If the Carrier is liable for the total or partial loss of the cargo and damage thereto occurring between the time when the Carrier takes over the cargo and the time of delivery, as well as for any delay in delivery, then the amount of resulting losses of the damage shall be deducted from the amount payable to the Carrier or the total amount of the debts of the Customer. If the Customer has no debts, the Carrier must compensate the damage within 5 (five) business days from the receipt of the invoice. In such case, the Customer is not liable for damages incurred by the Carrier caused by the conduct specified in this provision. The amount of damage is determined by the Customer. The amount of damage includes, in addition to the actual damage, also the loss of the Customer's profit, including any claims of third parties such as contractual penalties of the Customer's clients, which the Customer is obliged to pay due to the breach of an obligation under this provision. The Customer reserves the right to transfer such penalties to the Carrier.

2.19. The Carrier shall ensure compliance with the requirements of the procedure for the working time and rest periods of the drivers and all international legislation, including the European Agreement Concerning the Work of Crews of Vehicles Engaged in International Road Transport (AETR), Regulation (EC) No. 561/2006 of the European Parliament and of the Council as amended and relevant national legislation regulating the working time and rest periods of drivers. The Carrier guarantees that during the period when it operates its transportation services in the territory of a specific country and at the time of service provision, the Carrier shall pay to its employees at least the minimum wage as specified in the law of the country where the services are performed on the day of the provision of the services. The Carrier declares that it shall take all relevant action to ensure that both it and its subcontracting carriers fulfill their obligations under the requirements of the minimum wage law.

2.20. The Carrier shall pay at least the legal minimum wage in the country that is providing the transportation services. In terms of local cargo transportation, the Carrier is bound by the requirements laid down by Regulation (EC) No 1072/2009 of the European Parliament and of the Council of 21 October 2009 as amended on common rules for access to the international road haulage market and other national and international legislation in force in the country of local transportation regulating local and/or cabotage transportation.

2.21. The Carrier shall ensure that all its employees were, are and will be paid at least the timely and appropriate wages and other relevant benefits (daily subsistence allowances, holiday and overtime related allowances, etc.)

as specified in the legislation of each relevant country where/through which the transportation in question is being conducted which regulates the minimum wage and the amount of other allowances in force at any given time, and that other requirements regarding employment relationships (including the relevant requirements for the submission of reports, declarations and other documentation), health, safety and hygiene at work, in particular the protection of workers hired by temporary employment undertakings and equality of treatment between men and women and other provisions on non-discrimination were, are and will be duly followed.

2.22. Upon request, the Carrier shall provide evidence of compliance with obligations laid down in provisions 2.15 and 2.17. In parallel, the Carrier undertakes indemnify Customer from all third-party claims under the minimum wage specified in the law of the country where the services are performed. This provision also applies to the requirements of social security providers and the tax inspectorate. The Carrier also declares that it protects Customer from all pecuniary penalties that may be imposed for violations of the provisions of the minimum wage specified in the law of the country where the services are performed.

2.23. The Carrier shall inform the driver that the driver is obliged to make a photocopy of all completed documents (CMR waybill etc.), in case of loss of documentation during transport.

2.24. It is strictly prohibited to unilaterally change the original documents (CMR waybills, consignment notes, damage reports, etc.) without the prior written consent of the Customer. The penalty of EUR 300 (three hundred euro) will be imposed to the Carrier in case of willful unilateral amendment of original documents. The penalty may be deducted from the amount payable to the Carrier or from the total amount of the debts of Customer. If Customer has no debts, the Carrier must pay the penalty within 5 days from the Customer's request. Payment of the contractual penalty does not exclude the Customer's right to damages.

2.25. The Carrier shall provide the Customer with a telephone contact for the driver providing the transportation. The Carrier shall inform the Customer without undue delay if the Carrier entrusts another driver to provide the transport and provide the Customer with information about the new driver necessary to contact him.

2.26. If the carriage goods are not delivered to the recipient on the first attempt for reasons other than on the part of the Carrier, the Carrier shall make a second attempt at delivery, usually the following day. If the carriage goods fail to be delivered on the second attempt for the same reasons, the Carrier shall immediately request instructions from the Customer.

2.27. In the event of imminent danger to the cargo, the Carrier is obliged to take all steps to prevent or minimize the occurrence of the damage.

2.28. In the event of damage, the Carrier must immediately inform its insurance company.

2.29. When the damage is caused to the cargo and the depreciation is calculated, the Carrier must reimburse the full amount of the depreciation of the cargo, as well as other related costs.

2.30. The Carrier agrees that any lien and/or retention rights of the Carrier to the carriage goods are expressly excluded. The Carrier is not entitled to assign any claim against the Customer from the Agreement to a third party without the written consent of the Customer.

3. OTHER CONDITIONS OF CARRIAGE

3.1. In the event that the Carrier does not provide a vehicle to the Customer or cancels the order less than 24 hour prior to the agreed loading conditions based on Carriage Order, the Carrier shall pay a penalty in the amount of 50% of the agreed carriage price stated in Carriage Order but not less than EUR 500 (five hundred euro) and/or compensate for the damage (e.g. extra costs for loading/unloading at a different time, for warehouse services at loading/unloading place etc.) caused as result. It is up to the Customer's decision, whether the Customer, in addition to the penalty, raise the claim for compensation for damage.

The amount of the penalty indicated in this provision is considered to be the minimum loss sustained by the Customer the amount of which the Customer shall not be required to prove. The penalty may be deducted from the amount payable to the Carrier or from the total amount of the debts of Customer. If Customer has no debts, the Carrier must pay the penalty within 5 days from the Customer's request. Payment of this contractual penalty does not exclude the Customer's right to damages caused to the Customer exceeding the penalty.

3.2. In the event of late arrival to the loading/unloading place, as for the agreed loading/unloading conditions based on Carriage Order and/or other agreed communication channels the Carrier shall pay to the Customer contractual penalties of EUR 35 (thirty-five euros) for each hour of delay, but not more than EUR 350 (three hundred and fifty euro) for each day of delay, or cover the losses incurred by the Customer. These penalties may be deducted from the amount payable to the Carrier or from the total amount of the debts of Customer. If Customer has no debts, the Carrier must pay the penalties within 5 (five) days from the Customer's request. Payment of the contractual penalty does not exclude the Customer's right to damages.

3.3. The Carrier shall arrive to the loading/unloading place at the time specified in the Carriage Order and/or other agreed communication channels or, if the particular time is not specified, before 9 a.m. local time. If the Carrier fails to arrive to the loading/unloading place at the specified time, the Customer does not guarantee the loading/unloading of cargo. In the event of delay in the arrival to the loading place, the Customer may at any time cancel the order, seek for another vehicle for the carriage, claim the difference between the carriage prices from the Carrier and not indemnify the Carrier for any losses it sustained due to the delay in the arrival to the loading place and/or the cancellation of the order.

3.4. All communication, agreements and notices under this Agreement shall be conducted in writing and executed via electronic means of communication (email, electronic freight exchange platforms, Skype and/or other websites, etc.) or sent to the addresses of the Parties. Unilateral deletions and/or any additions to the Agreement made by hand are not valid and have no legal power.

3.5. The Carrier shall be responsible for sufficient proof of TARE replacement or non-replacement during loading and unloading. Irrespective of whether tare replacement was arranged or not, the Carrier must receive a clear and unambiguous confirmation from the loading and unloading place on the CMR or Euro-pallet waybill. In the event that the Carrier violates the order instructions to replace the tare at the loading place, the Carrier shall return the tare in good state to the loading place or a place specified by the Customer within 14 days after the date of order completion. This requirement is compulsory when the cargo is being transported on Euro-pallets (EU-PAL), Dusseldorf pallets (DD-PAL), H1 pallets, E1 boxes, E2 boxes or gitter boxes (Gi-Box). If the Carrier does not provide properly filled out documents regarding the replacement or non-replacement of tare, the Carrier shall be issued an invoice in the amount of EUR 15 per Euro-pallet, EUR 10 per Dusseldorf pallet, EUR 12 per E1 box, EUR 12 per E2 box, EUR 100 per H1 or Gi-Box and EUR 35 administrative fee, or will be claimed as damages compensation in the amount that the Customer had to pay to the client with EUR 35 administrative fee.

3.6. When cargo is transported on/in EU-PAL, DD-PAL, H1-PAL, E1 boxes, E2 boxes or Gi-Box and the instructions are to take the empty tare from the unloading place, the driver shall request only such tare that is suitable for replacement (bright and not broken). In the event that there are any issues regarding such replacement and/or the driver does not understand what is written on the document, as well as in all other cases where there is any note or stamp on any of the carriage waybills, the Carrier shall immediately inform the Customer by telephone and/or email. Upon the failure to inform the Customer in the cases described in this provision, all associated risk and liability for the consequences fall to the Carrier.

3.7. The Customer has the right to unilaterally set off the financial claims caused by the Carrier's actions or omissions arising from these Conditions or the Agreement of Carriage and which the Customer has the right to demand compensation. The Customer is entitled to assign any claim against the Carrier to a third party without the prior written consent of the Carrier.

3.8. In the case of cabotage transport within the territory of Czech Republic (national cargo transportation inside the Czech Republic) conducted by the Carrier, a penalty in the amount of up to 40 SDR units per 1 kg of lost and/or otherwise damaged cargo shall be imposed on the Carrier.

3.9. The Carrier must act diligently and fairly, in accordance with the standards of a person who is knowledgeable in his activities, and undertakes to take all possible measures to ensure that the goods retain their characteristics during carriage. The Carrier is always considered to be an entrepreneur and you undertake to proceed with professional care.

3.10. When carrying out cargo transportation and separate carriage orders under these conditions, and in order to ensure the safety of the cargo, the drivers of the Carrier shall only use secure parking lots for rest stops over 45 minutes in length.

3.11. The Carrier confirms that it is familiar with and agrees with loading instructions and car depreciation rules of every loading place.

3.12. In the case of FCA cargo damage, Customer is not obliged to provide Carrier with photographs (pictures) of the damages, invoices or other data not provided by the owner of the cargo in accordance with their performance standards. Carrier accepts the damage on the basis of all the evidence provided, assuming that the fact of the damage recorded shall be held as sufficient evidence and that the calculation of the damage shall justify the amount of the damage. If damage is observed during loading, it must be recorded in the FCA damage report. The entry in the CMR consignment note will not be evaluated even if photos from the loading place are provided.

4. FINAL PROVISIONS

4.1. For any direct contact with the client, the Carrier shall be penalized in the amount of EUR 10.000 (ten thousand euro).

4.2. The penalties referred to in this Agreement are considered to be the minimum losses agreed on by the Parties in advance the amount of which they shall not be required to prove. Payment of any contractual penalty does not exclude the right to full compensation for the damages.

4.3. The Conditions apply to each and any Carrier who provides either systematic or continuous transportation services and the Carrier who receives/carries out one-off orders. If provisions of the Carriage Order and/or framework agreement (if entered into) differ from provisions of these Conditions, they shall prevail over these Conditions.

4.4. The terms and conditions of this Agreement were arranged via means of electronic correspondence, and the Parties to the Agreement are aware of and understand them. These conditions are confirmed and accepted by the Carriage Order by both Parties and are considered to be the original document.

4.5. Unless otherwise provided in the CMR Convention or international treaty, the Agreement, as well as all disputes arising from and according to these Conditions, are governed by the legal order of the Czech Republic. Any disputes, claims or disagreements arising out of or related to these Conditions, as well as violations shall be settled by negotiations between the Parties. If the Parties fail to reach an agreement, the disputes shall be resolved in the court according to the registered seat of the Customer.

4.6. Terms of payment: 60 (sixty) days after the receipt of the invoice and all documents related to the transportation (original CMR waybills, thermo strip, etc.). If the documents related to the transportation (original CMR waybills, thermo strip, etc.) are not delivered to the Customer within the period according to these Conditions, terms of payment of the are extended to 90 (ninety) days after the receipt of all documents.

4.6.1. Early payment is possible under the following conditions: payment with a 10% discount in 3 working days after receiving the original CMR; payment with a 5% discount in 10 working days after receiving the original CMR; payment with a 3% discount in 30 days after receiving the original CMR.

4.7. In the event of a delay by the Carrier in the payment of any amount under the Agreement and these Conditions, the Carrier undertakes to pay a contractual penalty of 0.1% of the amount owed due for each and only commenced day of delay. This contractual penalty is due within 15 days of the Customer's written request.

4.8. The Customer is exclusively competent for all issues related to the determination of civil liability and claims administration. For the administration of the claim case, which occurred due to the fault of the carrier, a damage administration fee of EUR 35 (thirty-five euros) will be added and it should be paid together with the direct and indirect losses.

- 4.9. The Parties shall protect mutual agreements, conditions of this Agreement and correspondence between the Parties, not disclose or disseminate them to any third parties, and consider them a commercial secret which may be disclosed only in the cases laid down by law.
- 4.10. The Customer is entitled to modify these Conditions unilaterally. The Customer publishes the amendment to these Conditions on the website.
- 4.11. The Parties under this Conditions undertake to process personal data in accordance with legal regulations in the field of personal data, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR) as amended. The Parties under these Conditions undertake to take such measures in the field of personal data processing to prevent unauthorized or accidental access to personal data, their unauthorized use, change, loss or destruction, unauthorized processing, transfer, misuse, or another illegal handling.
- 4.12. If any provision of these Conditions is or becomes invalid or ineffective, it will be replaced by a provision that comes as close as possible to the meaning of the invalid provision. The invalidity or ineffectiveness of one provision will not affect the validity of the remaining provisions.
- 4.13. The Customer especially considers confidential information to constitute all information associated with services provided under the Agreement; furthermore, this also involves any information on employees, partners and business partners of the Parties; description of technological procedures, know-how and information on transporting goods and of the Parties; the Parties' pricing policy; all the communications and negotiations between the Parties, which they are interested in keeping, including any negotiations and communications prior to the conclusion of the Agreement; the existence of any negotiations between the Parties and the contents and results of said negotiations; any personal data according to the applicable legal regulations; any documentation in any form, no matter whether in tangible form or presented orally; any information which is subject to banking secrecy and data secrecy in compliance with the laws of the Czech Republic; any information received from an entity other than the other Party, provided any such information constitutes confidential information in line with the Agreement.