

Terms and Conditions

General Terms and Conditions of NTG Air & Ocean s.r.o.

All contractual relationships arising in connection with the business activities of NTG Air & Ocean s.r.o. are governed exclusively by these General Terms and Conditions (hereinafter “GTC”). A deviation from the GTC is only possible on the basis of an explicit agreement in a specific Forwarding Contract excluding the use of any of the provisions of these GTC.

The subject of these GTC is a commitment by NTG Air & Ocean s.r.o., hereinafter “Forwarder”, to arrange, in its own name and on the Customer’s account, the transport of a consignment from the place of loading to the place of unloading, as well as to arrange or perform subsequently agreed and specified activities connected with the transport. The Customer undertakes to pay the Forwarder remuneration for these services, under the conditions set forth below in these GTC.

The Forwarding Contract becomes valid upon the receipt of a written (e-mail) order (Forwarding Order) from the Customer by the Forwarder. Individual (one-time) orders are arranged on the basis of a one-time Forwarding Order, and recurring orders are arranged on the basis of a Framework Forwarding Contract (FFC). To arrange specific transport which is provided on the basis of an FFC, the Customer can also issue a Forwarding Order (if this has been agreed with the Forwarder). The Forwarding Contract becomes effective upon the physical receipt of the consignment by a carrier authorised by the Forwarder. The Forwarder’s and Customer’s rights and obligations that are not stipulated by a written Forwarding Contract are governed by these GTC. The wording of a written Forwarding Contract (i.e. an FFC or a Forwarding Order) takes precedence over the wording of the GTC. A provision of any specific Forwarding Order takes precedence over the wording of the FFC. Contractual relationships not addressed by these GTC are governed by the provisions of § 2471 et seq. of the Civil Code, as amended.



Transport modes

- FCL – international sea transport of a full-container standardised consignment, where the basic unit is 1 TEU = 20' container (ISO 1C). The arrangement of FCL transport is subject to acceptance of the possibility of the provision of transport by the sea carrier, according to their current available capacities and the availability of empty containers. NTG Air & Ocean s.r.o. therefore reserves the right to refuse to arrange the transport of a consignment. The price and other conditions of FCL transport set forth in individual offers or price lists are of an orientational nature, as the final price of the transport can be affected by changes in surcharges such as fuel, safety, seasonal and others, which may be applied at the time of the realisation of the specific FCL transport. A change in price can also be caused by a change in the volume or weight of the consignment at the time of transport.
- LCL is the international sea transport of single-unit consignments (pallet, package, box, piece) which are then consolidated into a collection container. As standard, an LCL consignment must not be heavier than 3 tonnes, and is considered stackable. Otherwise, the Customer is obliged to inform the Forwarder in advance regarding handling possibilities during loading/unloading, whereby the consignment is subject to a weight surcharge. The volume conversion of length x width x height in metres = CBM (1 m³ = 1,000 kg) is used to set price conditions. The minimum quantity is always set as 1 CBM. The price and other conditions set forth in individual offers or transport price lists are of an orientational nature, as the final price of the transport can be affected by changes in surcharges such as fuel, safety, seasonal and others, which may be applied at the time of the realisation of the specific LCL transport. A change in price can also be caused by a change in the volume or weight of the consignment at the time of transport.
- RAIL FCL is the full-vehicle international rail transport of a consignment, where the basic unit is 1 FEU = 40' container (ISO 1A). The arrangement of RAIL FCL transport is subject to acceptance of the possibility of performance by the rail carrier, according to their current available capacities and the availability of empty containers. NTG Air & Ocean s.r.o. therefore reserves the right to refuse to arrange the transport of a consignment. The



price and other conditions of RAIL FCL transport set forth in individual offers or price lists are of an orientational nature, as the final price of the transport can be affected by changes in surcharges such as fuel, safety, seasonal and others, which may be applied at the time of the realisation of the specific RAIL FCL transport. A change in price can also be caused by a change in the volume or weight of the consignment at the time of transport.

- FTL is the national and international road transport of consignments, where the minimum size of the consignment is the entire single- or double-axle trailer. The arrangement of FTL transport is subject to acceptance of the possibility of performance by the road carrier, according to their current available capacities. NTG Air & Ocean s.r.o. therefore reserves the right to refuse to arrange the transport of a consignment. The price and other conditions of FTL transport set forth in individual offers or price lists are of an orientational nature, as the final price of the transport can be affected by changes in surcharges such as fuel, safety, seasonal and others, which may be applied at the time of the realisation of the specific FTL transport. A change in price can also be caused by a change in the volume or weight of the consignment at the time of transport.
- AIR is the international air transport of single-unit consignments, where one standard consignment (letter, pallet, package, box, piece) has a maximum weight of 300 kg, height of 110 cm and length of 200 cm. The volume conversion of length x width x height in cm / 6,000 is used to set the price conditions of standard air transport, as the volume conversion is 1 m³ = 167 kg. Courier transport uses the volume conversion of length x width x height in cm / 5,000 or length x width x height in cm / 4,000, depending on the specific air carrier. The price and other conditions of AIR transport set forth in individual offers or price lists are of an orientational nature, as the final price of the transport can be affected by changes in surcharges such as fuel, safety, seasonal and others, which may be applied at the time of the realisation of the specific AIR transport. A change in price can also be caused by a change in the volume or weight of the consignment at the time of transport.



A consignment can consist of multiple pieces. All participants in the transport (Sender, Recipient, Customer) must be legal entities or businesspersons.

In all of the afore-mentioned modes of transport, the Customer is obliged to label, pack and equip the consignment for individual transports so that it fulfils and complies with the rules and regulations applicable in the stipulated destinations (e.g. certification, licence, fumigation of packaging etc.). A failure to comply with these conditions can result in the application of a penalty, including compensation for damage, for harm suffered or additional costs incurred by NTG Air & Ocean s.r.o. or other entities. NTG Air & Ocean s.r.o. reserves the right to charge all additional costs/recharge all costs that arose through no fault of, and out of the control of, the Forwarder and their authorised carrier, during the arrangement or during the transport itself. Such possible additional costs include demurrage, detention fees, storage fees, costs related to a change in the planned route, additional handling, inspection fees, customs inspections etc. The Customer undertakes to pay any costs connected with the rejection of the consignment, or the non-existence or unavailability of the Recipient. For example, such costs can be costs connected with sending the consignment back, the storage or liquidation of the consignment etc.

The Customer also undertakes to pay all costs, damage etc. connected with the arrangement or performance of the transport, if the Recipient does not pay them as is customary. In the event of an exceptional situation where the Forwarder's authorised carrier (or the subsequent forwarder/Forwarder) become insolvent or bankrupt, which would directly affect the delivery of the consignment or result in the consignment being subject to a lien or right of retention by an authorised entity, then the Forwarder is not liable for any (including subsequent) damage. The Forwarder must proceed with the utmost care so as to minimise any damage, including minimising any delay with the delivery of the consignment, and the Customer is obliged to cooperate and pay all costs arising from such a situation (especially costs incurred in order to resolve, release and deliver the consignment). The Forwarder is entitled to request, from the Customer, their prior consent and if applicable the payment of all costs, even before they are incurred. The Forwarder is entitled to refuse to fulfil their obligations until the Customer fulfils the afore-mentioned requirements.



Consignments are taken over by an authorised carrier or forwarder to arrange/perform transport on the basis of a confirmation in electronic form. Such confirmation may be in e-mail form, which must clearly specify the instructions and information such as the precise loading and unloading address, specification of the goods, weight, consignment value, dimensions, loading and unloading date, if applicable requirement for ALL RISK insurance, customs services, contact personal and working telephone number, payer etc. The Customer undertakes to cooperate with the Forwarder, and is obliged to prepare and secure the consignment for its physical loading/unloading by an authorised carrier or forwarder. Otherwise the Forwarder is not obliged to arrange the loading/unloading, and the Customer must to reimburse the Forwarder for any costs incurred in this context.

The Customer is obliged to furnish every loaded piece of the consignment with the visible and legible addresses of the Sender and Recipient and, when transporting hazardous goods, also their correct designation as per the applicable regulations. The consignment must be packed and secured so that its content is safe from internal movement, damage and even possible destruction, with the validity and specification for the individual transport modes used during the shipping. The consignment must be safely handleable and transportable. The Customer is obliged to arrange, in good time, the documentation necessary for the transport of the consignment and, if applicable, to hand over in good time all materials/documents necessary for the customs procedure to the Forwarder or authorised persons. The Customer bears responsibility for the correctness and completeness of the documents, whereby the Forwarder is not obliged to verify same.

Upon delivery of the consignment to its destination by the authorised carrier, the Recipient is obliged to confirm receipt of same. The Forwarder is not responsible if this condition is not met. Any instructions for the collection/delivery of the consignment can only be modified by the Customer, in writing.

Shipping times

The customary shipping time is the time in which the consignment is usually delivered to the Recipient, if there are no unusual or unexpected circumstances during the arrangement or performance of the transport. The customary shipping time is governed by the specific

conditions of the transport mode, or the conditions of the specific carrier performing the transport. If the Forwarder does not receive all of the necessary and required materials and documents for the securing/arrangement of the transport (for example for customs purposes, delivery of the consignment or performance of the transport) in time, then the customary shipping time may not be adhered to.

Consignments excluded from transport

- Extremely high value items, precious metals and products from same, art and antiques, collections, banknotes, coins, securities, bills of exchange, active credit cards
- Alcohol, tobacco, foodstuffs, goods subject to veterinary phyto control, cash on delivery consignments
- Perishable items, items subject to a controlled temperature regimen, plants, live animals and organisms, human organs and remains, waste, weapons, ammunition, drugs
- Personal overgarments, moving
- Consignments not correctly (sufficiently) secured and packaged for individual transport modes.

Payment and carriage charges

The contractual price, or specific carriage charge, is always set on the basis of the Customer's inquiry sent to the Forwarder to the collective e-mail address air.ocean@ntgairocean.com. The price conditions are always set on the basis of the specific transport mode, at the given time, with limited validity. The carriage charge, surcharges and other services may be payable before the commencement of the transport, or even before receipt of the consignment for transport. The Forwarder or their authorised carrier may request full payment of the carriage fee by the Recipient, in cash, before delivering the consignment.

In the case, any performance according to specific contracts is negotiated or expressed in a foreign currency (transport, other services and any other fees related to transport), the forwarder is entitled to perform and invoice in Czech currency (Czech crowns). The contracting parties have agreed the valid published exchange rate of the CNB on the day of invoicing will be



increased by 6% due to the exchange rate difference between our commercial bank and the CNB.

The Customer undertakes to pay the Forwarder the carriage charge, services, fees and costs connected with the arrangement of the transport that they ordered. The Forwarder is entitled to place a lien on consignments as per § 2481 and § 2571 of the valid Civil Code (hereinafter “CC”) if the afore-mentioned is not paid. The Customer and the Forwarder have agreed, In the sense of § 1359 and § 1360 of the CC, that the Forwarder can sell the security in a non-customary manner, via public auction. The security can be sold either by advertised sale, where the security is offered for 14 days on 3 advertising websites, for at least the same price as the purchase price of the consignment as per the purchase document/invoice. If the security is not sold after 14 days, then it will be offered for another 14 days in the same manner, without stipulating a price, after which it will be sold to the highest bidder. The security can also be sold in the form of a free or electronic auction, with the starting price set as 30% of the decisive price, and there must be at least 14 days between the date of the published auction and the date of the event.

The Customer and the Forwarder agree on the same procedure and manner of sale of the security even after the realisation of a right of retention as per § 1398 of the CC. If additional costs arise in connection with the exercise of the lien and the right of retention, then the Customer is obliged to reimburse the Forwarder for them within 30 days from the Forwarder’s request. The Forwarder is entitled to offset these additional costs against any claims the Customer may have. As pre the provision of § 1364 of the CC, the Customer will be notified of the commencement of the exercise of a lien or right of retention at least 30 days before the monetisation of the security begins. In the sense of the applicable provisions of the CC, the Forwarder is also entitled to offset mutual receivables to satisfy their claims.

ALL RISK consignment insurance

NTG Air & ocean s.r.o. strongly recommends that its Customers take out ALL RISK DTV Cargo 2000/2011 goods insurance through it, which includes cases of so-called general accidents at sea (for maritime transport). The Forwarder will arrange the afore-mentioned insurance on the basis



of the Customer's request, and their own subsequent approval. The Customer undertakes to provide correct and corresponding (truthful) documents for the consignment (such as a goods invoice), thereby proving the value of the transported goods for which the insurance is arranged. The carriage charge is then increased to include the insurance fee.

Liability

The Forwarder does not bear any liability for the following types of damage, caused by:

- Unsuitable packaging for individual transport modes, unsuitable distribution or arrangement of pieces inside the transport vehicle
- Nature and properties of the consignment (goods)
- As a result of conflict with generally binding regulations or the provisions of these GTC
- At a time when the consignment was not under the control of the Forwarder or their designated carrier
- Direct, indirect or subsequent damage, including any additional costs, lost profit, fines, or penalties including losses or late delivery of the consignment, including any suffered by third parties in this context.

Complaints

In the event of damage to, or destruction or loss of the consignment, the Customer is entitled to exercise their right to compensation for damage against the Forwarder, only in writing, by the deadlines set forth below. Later complaints will not be taken into consideration. Upon the delivery of the consignment, the Customer is obliged to ensure that the Recipient performs a visual inspection when taking receipt of same, and if they discover evident damage to the consignment or that there are pieces missing from it, they must record this fact in the carrier's relevant damage document (protocol). In order for the complaint to be discussed, a complaint record must be presented, signed by both the Recipient and the Forwarder's representative. The Forwarder or their authorised representative must be allowed access to the consignment so that they can inspect the extent and type of the damage, and then determine the subsequent



procedure for handling the consignment. In the case of hidden damage (or so-called imperceptible damage/damage invisible upon receipt of the consignment), the complaint deadline is set according to the international regulations for individual transport modes.

Complaint deadlines:

- 14 days for consignments in international air transport, 21 days in the case of late delivery according to the applicable Warsaw or Montreal Convention
- 15 days for consignments in international sea transport if applying the Hamburg Rules, or 3 days according to the Hague-Visby Rules
- 7 days for consignments in international road transport, 21 days in the case of late delivery

All claims against carriers are governed by the relevant multilateral international conventions on the carriage of goods, and if applicable also relevant regulations issued by air and sea carriers or rail and port operators, as well as contracts of carriage of goods; these are applied on the basis of a written request made by the Customer to the Forwarder, whereby the Customer is then bound to cooperate with the Forwarder, or through them with the carrier (for example when providing documents such as an invoice for the goods, photo documentation etc., and materials/documents relating to the reported consignment).

Compensation obligation

- The Forwarder's compensation obligation is limited by the maximum financial amounts that correspond to the maximum compensation limits of the carriers (according to the specific transport modes) performing the specific international (national) transport. Such limits are based on the relevant multilateral international conventions on the carriage of goods, as follows:
- CMR Convention for international and national (in the Czech Republic) road transport
- COTIF/CIM, SMGS Convention for international rail transport
- Warsaw/Montreal Convention for international air transport



- Hamburg Rules, Hague-Visby Rules and York-Antwerp Rules (for joint accidents) for international sea transport.

For the afore-mentioned, it applies that the specific convention is applied geographically, whereby the maximum compensation obligation is also always limited to the amount of 500,000 CZK per one transported consignment. In the case of late delivery, liability is based on the specific international convention, and the maximum compensation obligation is limited to an amount of 50,000 CZK per one delayed consignment whereby, in the case of sea transport, the Forwarder is not liable for late delivery at all.

GDPR – personal data protection

The Contracting Parties have agreed that the Customer (or a legal person connected with them within the scope of these GTC or the Forwarding Contract) can be contacted by the Forwarder or a person authorised by them in the case of marketing or advertising events, offers of business cooperation, competitions, notifications or queries relating to current cooperation, or other notifications or commercial messages, in personal, telephonic, written or electronic form, or another form of contact, and they consent to the use of the afore-mentioned contact details for the Forwarder's marketing purposes.

The Forwarder undertakes to handle the Data Subject's information that they receive from the Customer for the purpose of performing transport or related services, and that has the character of personal data, in accordance with the applicable Czech and EU legislation, and to not use it for any purpose other than the fulfilment of this Contract for the Data Subject's benefit, in accordance with Article 6 paragraph 1 section b) of Regulation (EU) no. 2016/679.

Joint provisions

The Contracting Parties declare that any deviation by the provisions of these GTC from the provisions of the CC have been agreed intentionally, in good disposition and conscience, and are not in conflict with good morals.

If any provisions of these GTC is found invalid, the other provisions remain valid and effective.



COVID-19 declaration

Due to unforeseeable circumstances and the development of the situation with COVID-19, it may happen that road, rail, air and sea carriers, port operators and other entities directly involved in the transport chain cannot fulfil their obligations and thereby collect/deliver consignments from/to the ordered airports or ports, or directly to destinations according to the Customer's instructions, including compliance with delivery times. A situation can even occur where the transport cannot be realised at all. Such a situation (e.g. closing of borders, airports, ports) can occur even without prior notification. In this context, we declare that we cannot bear any responsibility for the consequences of such a situation, and we reserve the right to charge additional costs that arise, through no fault of ours, in connection with this situation.

Final provisions

The Contracting Parties have agreed that the Customer undertakes to continuously monitor the Forwarder's website, and familiarise themselves with the current wording of the GTC, which are located at ntgairocean.com. The Forwarder is entitled to make changes to the GTC, with which they are obliged to familiarise the Customer by publishing them on the afore-mentioned website, no later than 14 days before they come into effect. The Customer declares that they consent to same and that they are familiar with the content of the GTC, in witness whereof they place an order to arrange transport (Forwarding Order) or submit a consignment for carriage. The Forwarder and the Customer exclude the application of other GTC issued by the Customer, or interest associations' or unions' business conditions etc. to any legal relationships between them, even if the Customer refers to them or NTG Air & ocean s.r.o. is familiar with them. These GTC are dated 01/06/2022 and come into effect on 14/06/2022. The current wording of the GTC is published on the company's website, ntgairocean.com.

