

Contractual Conditions of Carriage

Happy Transport EU s.r.o.

Effective from 1 September 2024



1. General provisions

- 1.1. Happy Transport EU s.r.o. Contractual Conditions of Carriage are hereafter referred to in this document, where appropriate, by the abbreviated name of the Contractual Conditions of Carriage.
- 1.2. The Contractual Conditions of Carriage apply to the transport of goods, commodities, cargo, passengers and vehicles in all modes of transport, including international transport.
- 1.3. The Contractual Conditions of Carriage set out the binding terms and conditions of transport between Happy Transport EU s.r.o. in the position of the forwarder (hereinafter referred to as the Forwarder), i.e., the supplier of transport and other services, and the client, i.e. the customer of Happy Transport EU s.r.o., the orderer of transport and other services (hereinafter referred to as the Client).
- 1.4. The Client is bound by the Contractual Conditions of Carriage upon receipt of an offer from Happy Transport EU s.r.o. If an offer has not been received before ordering the transport from Happy Transport EU s.r.o., the Client is bound by the Contractual Conditions of Carriage from the time of ordering the transport from Happy Transport EU s.r.o.
- 1.5. The Client undertakes to comply with these Contractual Conditions of Carriage in their entirety.
- 1.6. Any term in a forwarding order (even a forwarding order sent from the Forwarder to the Client, unsigned by both parties) addressing a specific clause set forth in these Contractual Conditions of Carriage shall take precedence over the terms set forth in these Contractual Conditions of Carriage.
- 1.7. If Happy Transport EU s.r.o. has not sent a forwarding order to the Client, all provisions of these Contractual Conditions of Carriage shall apply to the offer sent from Happy Transport EU s.r.o. to the Client.
- 1.8. Happy Transport EU s.r.o. concludes forwarding orders with the Clients for transport and other services. If there is no mutually confirmed forwarding order between both parties, but the forwarding order has been sent by Happy Transport EU s.r.o. to the Client, the forwarding order shall be deemed to be concluded and valid from the moment the Client orders the transport from Happy Transport EU s.r.o. and shall be subject to all the provisions of these Contractual Conditions of Carriage of Happy Transport EU s.r.o., taking into account the validity of clause 1.6.
- 1.9. The Client is responsible for its agents and third parties authorised by it, whether natural persons or legal entities.
- 1.10. Happy Transport EU s.r.o. works with subcontractors.
- 1.11. Circumstances related to epidemiological situations or higher morbidity rates that do not allow the agreed transport and service to be performed as originally planned are also considered force majeure.
- 1.12. The current version of the Contractual Conditions of Carriage of Happy Transport EU s.r.o. can be found on the website of Happy Transport EU s.r.o. at the links <https://happytransporteu.cz/wp-content/uploads/spp-cz.pdf> and <https://happytransporteu.cz/wp-content/uploads/spp-en.pdf>. The wording of the provisions of the Contractual Conditions of Carriage in the Czech language shall prevail over the wording of the provisions of the Contractual Conditions of Carriage in the English language.
- 1.13. Happy Transport EU s.r.o. reserves the right to change and amend the Contractual Conditions of Carriage.

2. Offers and forwarding orders

- 2.1. Offers and forwarding orders are prepared and valid on the basis of current input costs, railway tariffs, exchange rates and transport conditions. In the event of a change, the Forwarder reserves the right to change the offer or the forwarding order, in particular the price of transport and service.
 - 2.2. Offers and forwarding orders (unless otherwise stated) do not include:
 - Siding charges, track usage charges, shunting for loading, reloading and unloading
 - Shunting during loading, reloading and unloading, first and last mile
 - Loading, reloading, unloading and securing of goods and everything related to them (relevant personnel, machinery, etc.)
 - Downtime of items (e.g., driver, locomotive, rolling stock mechanic, wagons, etc., for example due to insufficient track capacity at the border, junction, terminal or siding)
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- Train idling short-term (locomotive waiting) or long-term (locomotive departure)
- The need for secondary shunting (e.g., removal of a wagon for repair, insufficient length of running or loading track, etc.)
- Transport with a speed limit below 100 km/h for any reason
- Special train routing or diversion, especially due to closures or acute conditions
- Weighing of wagons, insurance of transport and transported goods, commodities, cargo, persons and vehicles
- Customs services, customs fees, customs duties, customs guarantees
- Procurement of permits for transporting emergency shipments and vehicle railworthiness reports, etc.
- Any other services and charges not specified in the offer or forwarding order

3. Ordering transport

- 3.1. The Client orders transport and services from Happy Transport EU s.r.o. by e-mail, in exceptional cases by telephone with the email order being sent at the earliest possible time.
- 3.2. The order for transport is binding on the Client despite its non-confirmation by the Forwarder and in the event of cancellation or rescheduling of the transport and services by the Client, the Client undertakes to pay the Forwarder the relevant cancellation fees or fees for rescheduling the transport and services.
- 3.3. Unless otherwise stated, orders for transport and services must be sent to Happy Transport EU s.r.o. by Tuesday 9:00 a.m. of the previous week; otherwise, capacity may not be available or the transport price and service price may be increased due to last-minute orders.

4. Loading, reloading and unloading

- 4.1. The Client is obliged to notify Happy Transport s.r.o. without delay by e-mail and telephone when the loading/reloading/unloading is completed.
- 4.2. The Client shall be responsible to Happy Transport EU s.r.o. for the proper packing of the shipment against damage before the commencement of the transport or service from Happy Transport EU s.r.o. until its completion and for the storage of goods, commodities and cargo from the time of their loading until their unloading, even if the Client entrusts a third party to perform any of these actions.
- 4.3. The Client, or a third party authorised by it, has 24 hours to load/reload/unload the train from the time of arrival of the train at the associated railway station specified in the forwarding order until the time of departure from that station. For exceeding this period, the Client undertakes to pay the extra costs, which the Forwarder will send to the Client.
- 4.4. The Client is responsible for itself and third parties authorised by it leaving the loading, reloading and unloading areas tidy immediately after the departure of the wagons from the area, both in the track and in the adjacent and used areas. If the areas are not tidy, the Client agrees to pay all costs associated with tidying and restoring the areas to a perfect condition.
- 4.5. Happy Transport EU s.r.o. has the right to inspect inside and outside all loading/reloading/unloading areas and mechanisms, places, vehicles, loading units, buildings, warehouses, etc. related to the transport or service from this company, both before and after its performance. The Client agrees and undertakes to cooperate in allowing Happy Transport EU s.r.o. access to these areas, and this provision shall also bind the Client on behalf of any third parties.

5. Course of transport

- 5.1. The contractor of Happy Transport EU s.r.o. has one hour from the arrival of the contractor's items at the station to take over the train from the Client or a third party authorised by the Client. In the event



- of exceeding this period, the Client undertakes to pay the Forwarder the extra costs caused by this according to the Forwarder's calculation.
- 5.2. The time for handover of the train to the Client or a third party authorised by it by the contractor of Happy Transport EU s.r.o. is one hour from the arrival of the contractor's items at the handover station. In the event of exceeding this period, the Client undertakes to pay the Forwarder the extra costs caused by this according to the Forwarder's calculation.
 - 5.3. The Client and third parties authorised by it undertake to comply with and observe other regulations related to transport, in particular, for example, the International Union of Railways (UIC) international standards, the Convention concerning International Carriage by Rail (COTIF), the Regulations concerning the International Carriage of Dangerous Goods by Rail (RID), the General Contract of Use for Wagons (VSP/AVV/GCU), customs and other safety and tax regulations. Happy Transport EU s.r.o. is not obliged to inspect the Client's compliance with and observance of the above regulations. The Client shall be obliged to pay any additional costs arising from the non-compliance with the aforementioned standards and not only these to the Forwarder on behalf of itself and third parties authorised by it.
 - 5.4. Any agreements, whether oral or written, that are contrary to the provisions of the preceding clause shall not be valid.
 - 5.5. The Client and third parties authorised by the Client undertake that consignments are always loaded and transported without exceeding the loading gauge, the weight per axle of the wagon in question according to the strictest route limit on the planned transport route and without the need for authorisation to transport extraordinary consignments.
 - 5.6. The wagons will be taken over and handed over directly at the railway station on the running track at the end of the transport. If at least some of the running tracks are electrified, the handover/acceptance of the train must proceed on the electrified track to allow for running with an electric locomotive. The Client shall bear the costs in case of failure to comply with this provision for itself and third parties authorised by it.

6. Railway wagons and loading units

- 6.1. Unless otherwise specified in the forwarding order, the forwarding orders of Happy Transport EU s.r.o. do not include the rent for wagons and loading units and their procurement.
- 6.2. Irrespective of the forwarding order with or without the provision of wagons and loading units, any charges related to wagons or loading units (routine maintenance, minor repairs, major repairs, etc.) are not part of the offer, with the possible exception of their rental, if specified in the forwarding order as part of it.
- 6.3. Before loading of wagons and loading units, the Client is obliged to check their proper, perfect, clean condition and completeness (e.g., that no separable parts of wagons or loading units are missing). If the train and loading units are not in such condition, the Client is obliged to immediately inform the Forwarder by e-mail and mobile phone and to postpone the loading of the wagons and loading units with due care. After the commencement of loading, no complaints by the Client will be taken into account, but the Client will be obliged to ensure or, if delayed, pay for the return of the wagons and loading units to an impeccable condition without delay.
- 6.4. The Client shall be liable for damage to wagons and loading units and loss of their separable parts during loading, reloading or unloading, both for itself and for third parties authorised by it, and undertakes to pay the rent for the damaged wagons and loading units until they are repaired and the rent of the relevant set of wagons and loading units which could not be used in full without restriction as a result.
- 6.5. In the case of wagons or loading units not provided by the Forwarder, the Client undertakes to pay the Forwarder any charges incurred by the Forwarder which were not listed by the Forwarder as part of the forwarding note.
- 6.6. If the Client or a third party authorised by the Client is not sufficiently cooperative to remedy the defects in the wagon or loading unit and does not respond quickly, the Forwarder is entitled to



authorise or arrange for the remedy of the defects, whereby the Client undertakes to pay the Forwarder, irrespective of the originator of the defect, all costs of remedying the defects, transporting the wagon or loading unit to the repair and back to the other wagons or loading units in the train and the rentals, see clause 6.4.

- 6.7. In the event that the wagons and loading units are not clean after the completion of the reloading or unloading, or upon removal from the place of unloading or reloading, the Client undertakes to pay the costs of cleaning of these wagons and loading units, as well as to pay all related costs (e.g., rental of the wagons, transport to the cleaning site, transport to the place of idling, transport to the place of further performance of the wagons, etc.).
- 6.8. Any charges relating to wagons and loading units not specified as part of the forwarding order (or all of them if none are specified in the forwarding order) shall be re-invoiced to the Client and the Client agrees to pay them to the Forwarder.

7. Cancellation and rescheduling of transport and services

- 7.1. The Client must send notification of cancellation or rescheduling of transport and services to the e-mail address of Happy Transport EU s.r.o. and subsequently immediately inform the employees of Happy Transport EU s.r.o. by telephone. Notification of cancellation or rescheduling of the transport and services is deemed effective only after both said types of notification are made by the Client.
- 7.2. In the event of cancellation of transport or services, or in the event of rescheduling of the execution of transport and services by more than +/- 2 hours, the Client undertakes to reimburse the Forwarder in relation to the time of notification of cancellation or rescheduling of the execution of transport and services:
 - At the time of scheduled train departure and later, 100% of the offered price of transport and services
 - Up to 24 hours before the scheduled departure of the train, 90% of the offered price of transport and services
 - Between 24 h and 48 h before the scheduled departure of the train, 80% of the offered price of transport and services
 - Between 48 hours and 5 days before the scheduled departure of the train, 75% of the offered price of transport and services
- 7.3. If there are other prior actions on or with the train associated with the departure of the train or services, for example, the running of an empty train to a customer for loading, the time delay referred to in the preceding clause is calculated between the notification of cancellation or rescheduling of the transport and services and the scheduled departure or the first action on the train relating to that transport.
- 7.4. If the Client does not notify the cancellation or rescheduling of the transport and services in the above-mentioned manner, but the cancellation or rescheduling occurs, the time delay is calculated from the time when it is 100% clear and certain to Happy Transport EU s.r.o. that the fact of cancellation or rescheduling of the transport and services has occurred.

8. Responsibility

- 8.1. The Client undertakes to reimburse the Forwarder for any extra costs incurred as a result of:
 - Changes triggered by the Client's wishes
 - Waiting of items (e.g., driver, locomotive, rolling stock mechanic, wagons, etc.)
 - Train idling short-term (locomotive waiting) or long-term (locomotive departure)
 - Extension of shunting during loading, reloading or unloading, need for secondary shunting (e.g., removal of a wagon for repair, insufficient track length, etc.)
 - Train parameters not matching the forwarding order (especially higher number of wagons in the train, higher train weight, longer train or longer wagons, reduced speed, etc.)



- Transport obstacles (in particular the need for a different train routing, e.g., due to an unforeseen closure on the route, insufficient capacity of lines, tracks, terminal, etc.)
 - Failure to meet the minimum net laden weight of each wagon and the whole train
 - Mandated inspections, mainly by state institutions
 - Force majeure
 - Circumstances unforeseen by the Forwarder and not listed as part of the forwarding order
- 8.2. The Client agrees to pay the Forwarder any costs not listed by the Forwarder as part of the forwarding order.
- 8.3. Failure of Happy Transport EU s.r.o. to meet the minimum net laden weight of a wagon or train or the planned number of wagons for the transport provided by Happy Transport EU s.r.o. is not a reason for price reduction or other concessions.

9. Invoicing

- 9.1. Unless otherwise specified, the invoice is due 7 days after arrival at the destination railway station or delivery of the service or suspension or termination of the transport or service.
- 9.2. The Forwarder is entitled to invoice the Client for extra costs with a maturity period of 3 days.
- 9.3. An invoice is deemed paid on time if the full amount stated on the invoice is visible in the account of Happy Transport EU s.r.o. on the due date at the latest.
- 9.4. In the event that the Client fails to pay the debt arising from the transport in due and timely manner, the Client undertakes to pay the Forwarder a contractual penalty of 0.05% of the due amount for each day of delay.

10. Insurance

- 10.1. The Client acknowledges that the Forwarder is insured against the statutory obligation to compensate for damage, destruction, theft or loss of goods incurred to another person in the course of the operation of the Forwarding Service.
- 10.2. In the event of a claim, the Client undertakes to provide the Forwarder with full assistance in pursuing the claim with the insurance company.

11. Applicable law (choice of law), dispute resolution, jurisdiction

- 11.1. In the event that the contract is concluded between parties that have places of business in different countries or there is another reason for applying a foreign legal system, it is agreed that the legal relationship between the Client and the Forwarder is governed by Czech law. The mutual obligations between the Client and the Forwarder are governed by the relevant provisions of the Civil Code and other legal regulations of the Czech Republic.
- 11.2. If any dispute arises between the parties, the parties shall use their best efforts to resolve such dispute amicably.
- 11.3. If the dispute cannot be resolved amicably, either party is entitled to submit the dispute to the Czech court with jurisdiction in the place of the Forwarder's registered office (unless the relevant mandatory provisions of generally binding legal regulations provide otherwise). The parties hereby accept the exclusive jurisdiction of the general courts of the Czech Republic to decide any dispute arising out of the concluded contract.



12. Final provisions

- 12.1. The transport relationship ends at the moment of delivery of the service or the goods, commodities, cargo or persons transported to the destination according to the relevant forwarding order. The exception is if Happy Transport EU s.r.o. suffers or incurs extra costs during or after the transport. The transport relationship will then only end after the Client has paid these extra costs.
- 12.2. Happy Transport EU s.r.o. reserves the right to change or refuse transport for capacity reasons, changes in input costs, diversions, closures, external influences, force majeure, etc.
- 12.3. The Client undertakes to treat information contained in e-mails, offers, telephone calls, forwarding orders and other contracts, communication channels, etc. between it, Happy Transport EU s.r.o. and third parties authorised by the Client as confidential and not to disclose it to other parties.