

TRANSPORT REGULATIONS FOR ROAD AND FREIGHT TRANSPORT

of VENTUS trans s.r.o., with registered office at Staroměstská 534, Staré Město, 739 61 Třinec
Czech Republic, ID No.: 231 05 259

Article I - Basic Provisions

(1) These transport regulations contain the transport conditions of the carrier, which are necessary for concluding a transport contract.

(2) They regulate the rights and obligations, as well as the responsibility for the transport of goods by road freight vehicle between the carrier, natural persons and legal entities involved in the transport. It sets out the conditions for concluding a contract for the transport of goods according to § 610 et seq. of Act No. 513/1991 Coll., the Commercial Code, and a contract for the transport of cargo according to § 765 et seq. of Act No. 89/2012 Coll., the Civil Code. It does not regulate prices and price conditions.

(3) The carrier under these transport regulations is: VENTUS trans s.r.o., with registered office at Staroměstská 534, Staré Město, 739 61 Třinec, Czech Republic, ID No.: 231 05 259

Article II - Type of Road Transport Operated

(1) According to these transport regulations, the carrier performs road freight transport.

(2) The carrier transports cargo as:

Full truck loads – consignments transported to one consignor (sender or recipient) in one vehicle journey, if the useful or total weight of the vehicle has been used or regardless of the weight of the consignment, if:

- it uses the loading area of the vehicle,
- its transport is carried out by a separate vehicle journey according to an agreement with the carrier or because the nature of the cargo requires it, or the transport is to be carried out within the required time limit,
- it loads or unloads at two or more locations;
- one vehicle journey also applies if, for operational reasons, the cargo is transferred to another vehicle.

Groupage shipments

(3) A supplementary load is considered to be a consignment transported together with other consignments (of other carriers) or on a vehicle journey that the carrier would otherwise have to carry out without a load.

(4) The carrier, among other things, fulfils the general obligations of the carrier under Section 7 of Act No. 111/1994 Coll., on Road Transport, or Act No. 247/2019 Coll.

Article III - Scope of Transport Services

(1) Due to its current technical base, the carrier primarily transports full truck loads, but also carries out the transport of groupage shipments.

(2) These transport regulations do not apply to the transport of live animals, perishable foodstuffs, dangerous goods and dangerous waste.

Article IV - Ordering Transport

(1) The consignor (sender or recipient) orders the transport of the consignment from the carrier by concluding a contract for the transport of goods (cargo) or by placing an order. The order can be placed by telephone, e-mail or fax.

(2) If the transport between the consignor and the carrier has been agreed verbally or by telephone, the consignor is obliged to confirm the transport order in writing at the request of the carrier. If this is not done, the carrier's records regarding the transport order shall apply.

(3) The order is not used if the carrier has a framework contract with the consignor for the transport of goods (cargo).

(4) The transport order must contain all the data necessary for the execution and invoicing of the transport, so that it can fulfil the function of a transport contract after acceptance, in particular:
a/ identification of the contracting parties - the consignor (sender or recipient) and the carrier, exact addresses, ID No., VAT No., telephone, e-mail;

b/ name and address of the financial institution, account number.

c/ description of the consignment (quantity, weight, dimensions, position, stowage, type, contents and packaging), method of loading and unloading and handling of the consignment (if necessary);

d/ determination of time (loading time, delivery time, unloading time), place of dispatch, place of destination, and possibly the desired route;

e/ type and extent of damage to the consignment if it is already damaged during transport (e.g. transport for repair);

f/ remuneration for the transport performed (carriage) determined by mutual agreement between the carrier and the consignor.

(5) The order is accepted:

a/ the moment the consignor receives written or e-mail confirmation from the carrier of its acceptance;

b/ if a verbal or telephone agreement has been reached between the consignor and the carrier on the extent, time or method of carrying out the required transport.

(6) If the carrier cannot accept the order, it shall inform the consignor without delay.

(7) If the order has been accepted, the carrier shall provide a suitable vehicle within the time limit stated in the order. If there are obstacles that prevent the vehicle from being provided within the agreed time limit, the carrier is obliged to inform the consignor without delay and, if necessary, agree on another time for providing the vehicle. In this case, the consignor may withdraw from the contract.

(8) If, after the sender has been called to provide the vehicle for loading, the vehicle is returned unloaded due to the fault of the sender, the consignor shall be obliged to reimburse the carrier for the costs of the fruitless journey and possibly a charge for the delay of the vehicle.

(9) The order may be placed for one transport, a certain number of transports or for a certain period of time.

Article V – Transport Contract

(1) If an entrepreneur orders transport from the carrier, a contract for the transport of goods shall be concluded within the meaning of § 610 et seq. of Act No. 513/1991 Coll., the Commercial Code, or Act No. 247/2019 Coll.

(2) If a natural person who is not an entrepreneur orders transport from the carrier, a contract for the transport of cargo shall be concluded within the meaning of Act No. 89/2012 Coll., the Civil Code.

(3) By the transport contract, the carrier undertakes to the consignor to carry out the transport under the agreed conditions and under the conditions laid down in these regulations. The consignor undertakes to the carrier to fulfil the agreed conditions and the conditions laid down in the transport regulations and to pay the carriage.

(4) The sender of the consignment and the carrier may agree whether the carriage is to be paid by the sender of the consignment in full or in part, or whether the carriage is to be paid by the recipient of the consignment.

(5) If the carriage is to be paid by the recipient of the consignment, but the recipient refuses to pay, the sender of the consignment is obliged to pay the carriage. In such a case, the carrier may hand over the consignment to the recipient only with the consent of the sender.

(6) Payment of carriage is due upon delivery of the consignment to the recipient, unless otherwise agreed. The carrier has the right to claim contractual penalties from the date of maturity.

(7) By the contract for the transport of goods, the carrier may be obliged to have the consignment accompanied by a transport (consignment) note during transport.

Article VI - Amendment of the Transport Contract

(1) The sender may additionally order the carrier, until the consignment is handed over to the recipient, that:

- the consignment is to be returned to the place of dispatch;
- the consignment is to be detained during transport;
- delivery of the consignment to the recipient is to be postponed.
- the consignment is to be delivered to another recipient;
- the consignment is to be increased, decreased or cancelled;
- the consignment is to be transported to another destination;

- parts of the consignment are to be delivered to different or other places of unloading than those specified in the transport contract or in the transport document.

Article VII – Transport Documents in Freight Transport

(1) The transport document as a transport document accompanies the consignment until it is released. The consignor is obliged to complete the transport document properly, or is obliged to provide the carrier with the data concerning the consignment and, after it has been entered in the consignment note, to confirm it with his/her own signature.

(2) The transport document shall be handed over to the carrier, unless otherwise agreed, together with the consignment.

(3) The transport document must contain the following information:

- a/ name / name of the sender and recipient
- b/ designation of the contents of the consignment and its packaging
- c/ number of pieces
- d/ total weight of the consignment
- e/ place of loading and place of unloading
- f/ date and confirmation of the consignment by the carrier and the recipient
- g/ place for reservations of the carrier

(4) The transport document in domestic road freight transport is:

- a/ a transport document completed and handed over by the sender
- b/ a delivery note, provided that it meets the above conditions

(5) In the case of loading or unloading of the consignment at several places, the sender is obliged to hand over a separate transport document for each part of the consignment.

(6) The carrier and the carriers / sender and recipient / are responsible for the correctness and completeness of the data they enter in the transport document.

(7) The carrier has the right to record in the transport document the carrier's reservations regarding the type of vehicle used on the basis of the request of the transport orderer, the condition of the consignment, its packaging, the number of pieces and the method of loading.

Article VIII - Complaints Procedure

(1) The complaint periods and limitation periods for the assertion of claims of the sender or recipient arising from the contract of carriage with the carrier are set out for domestic road freight transport carried out in the Czech Republic in the Commercial Code and in the Civil Code.

(2) The complaint periods and limitation periods for the assertion of claims of the sender or recipient arising from the contract of carriage with the carrier are set out for international road freight transport in the Convention on the Contract for the International Carriage of Goods by Road (CMR).

(3) The entitled party (carrier) must claim all rights arising from the transport from the carrier in writing.

(4) The refund of the amount paid for transport is only entitled (carrier) if it has demonstrably paid it to the carrier.

Article IX - Final Provisions

(1) Pursuant to Act No. 247/2019 Coll., on Road Transport Business and amending Act No. 111/1994 Coll., the carrier has published these transport regulations on its website and they are also available at the carrier's registered office.

(2) Pursuant to Act No. 247/2019 Coll., the published transport regulations form part of the carrier's proposal to conclude a contract of carriage and, after its conclusion, its content forms part of the contractual rights and obligations of the parties to the contract.

(3) The consignor is obliged to familiarise himself/herself with these transport regulations before signing the transport contract.

(4) All amendments and supplements to the transport regulations are valid from the date of their publication and accessibility on the carrier's website.

(5) If the transport regulations are substantially amended or substantially supplemented, the carrier shall ensure that they are published and made accessible on its website in full.

In Třinec on May 12, 2025

Dominika Rovňaníková
Executive Director of VENTUS trans s.r.o.