

Company name: **a. hartrodt CZ s.r.o.**

ID 47914378

with the registered address at: Praha 7, Holešovice, Přívozní 1054/2, Postcode 170 00,

Certificate of Incorporation registered by the Municipal Court in Prague

In Section C, File ref. 10213,

represented by John Bölts, Authorised Agent

as the *Forwarder*, on one side,

and

.....

ID, VAT ID,

With registered office at:

as the *Client*, on the other side,

are hereby entering into the following

Framework Forwarding Contract

I Subject Matter of Contract

Upon the present Contract, the Forwarder undertakes to procure the shipment in its own name and on its behalf the transport of the consignment or consignments from a certain place to another specific place, and to arrange any transport-related operations, with the particular details of that transport being specified in an order that is to be confirmed by the Client and the Forwarder.

The order is considered confirmed by the Client if the Client delivers it to the e-mail address of the Forwarder. The order is considered confirmed by the Forwarder if the Forwarder explicitly confirms the order, or if the Forwarder starts acting on the basis of the order.

II Rights & Obligations of Forwarder

The Forwarder is entitled to use another forwarder (intermediate forwarder) to procure transport.

The Forwarder is entitled to carry out the transport it is supposed to arrange by itself.

The Forwarder undertakes to agree on the method and conditions of transport with the necessary care so as to best suit the interests of the Client that the Forwarder is familiar with. The Forwarder is obliged to insure the shipment only if it has been agreed.

The Forwarder may deviate from the Client's instructions if it is in the Client's interest, and if the Forwarder is not able to request the Client's timely consent.

The Forwarder undertakes to report to the Client on any damage that the consignment is threatened by, or that has already occurred as soon as it becomes aware of this fact. The Forwarder is obliged to compensate the Client for any damage suffered by the Client due to not being timely informed by the Forwarder.

If there is an imminent threat of substantial damage to the shipment, and if there is no time to request the Client's instructions, or if the Client is late in giving the order, the Forwarder has the right to sell the shipment in an appropriate manner to the Client's account after the Forwarder has given the Client a reasonable period.

If damage occurs to the accepted consignment during the procurement of the transport, the Forwarder is obliged to compensate it, unless it proves that it was not able to avert the damage.

The Forwarder has a lien on the shipment to secure the Client's debts arising from this Contract, as long as the shipment is with the Forwarder, or as long as the Forwarder has documents authorizing him to handle the shipment; the same applies as long as the shipment or documents are carried by a person carrying them on behalf of the Forwarder.

The Forwarder undertakes to notify the Client of the person with whom it has concluded a contract on the transport of the consignment on behalf of the Client.

The Forwarder undertakes to inform the Client of the delay in providing the transport, the reason for this delay and an alternative date of providing the transport.

The Forwarder undertakes to hand over the consignment to the consignee against a confirmation issued by a person designated by the Forwarder.

The date of delivery of the consignment to the recipient is an indicative date because, with regard to the nature of the transport, the Forwarder is not able to ensure the delivery of the consignment on a specific date.

III Rights & Obligations of Client

The Client is obliged to provide the Forwarder with correct and complete data on the contents of the consignment and on all facts necessary for the conclusion of the contract; failing to do so will result in an obligation to compensate the Forwarder for any damage suffered by the Forwarder due to that breach.

The Client is obliged to issue CMR and documents necessary for the transport of the goods.

The Client is obliged to ensure that the consignment is ready for loading at the agreed place at the agreed date and time.

The Client undertakes to take back the consignment if the consignee refuses to take the consignment over.

The Client undertakes to reimburse the Forwarder for any costs incurred in breach of its obligations under this Contract.

The Client is obliged to ensure such packaging of the consignment that guarantees its sufficient protection. The Forwarder is not liable for any damage to the shipment, caused by insufficient or unsuitable transport packaging.

VI Remuneration of Forwarder

The Client undertakes to pay the remuneration to the Forwarder, including also the costs incurred by the Forwarder in fulfilling the obligations under this Contract, the amount of which is quantified in the order, confirmed by the Client and the Forwarder.

If the fulfilment of the Forwarder's obligations under this Contract incurs any costs that the Forwarder could not expect, the Client undertakes to pay those, in addition to the agreed remuneration, in the amount actually incurred by the Forwarder.

The remuneration is payable on the basis of an invoice issued by the Forwarder after the delivery of the consignment to the destination, with a maturity of 30 days.

Should the Client fail to pay the Forwarder's remuneration properly and on time, it undertakes to pay the Forwarder a contractual penalty of 0.1% for each day of delay.

The amount of the advance payment, if required by the Forwarder, is stated in the order and confirmed by the Client.

The advance payment is payable before the start of the transport. The Forwarder is not obliged to start arranging the transport before the advance payment is credited to its account.

V Final Arrangements

All legal relations between the Client and the Forwarder will be governed by this Framework Forwarding Contract, unless a new framework agreement is concluded between the Parties hereof.

This Framework Forwarding Contract does not oblige the Client to place an order with the Forwarder, nor does it oblige the Forwarder to accept individual orders from the Client.

Any legal relations arisen from the present Contract are governed by the legal order of the Czech Republic.

In date:

.....
a. hartrodt CZ s.r.o., The Forwarder

.....
The Client

Order:

Consignment:

Date, time and place of loading:

Estimated date, time and place of unloading:

Person confirming the receipt of the consignment at the place of delivery:

Calculation of the agreed price:

The price includes:

The price does not include:

- Customs duties - shall be borne by the Client
- Taxes - shall be borne by the Client
- shipment insurance orderer

Amount of the advance payment: