

Standard Terms & Conditions for Freight Forwarding and Customs Brokerage Services

These Terms and Conditions ("T&C") apply for all freight forwarding, logistics, customs brokerage, and consulting services performed by VL2K Forwarding & Consulting s.r.o. ("the Company") in the course of its business. All services are subject to these T&C unless otherwise agreed in writing by the Company. The Customer shall be deemed to have accepted these T&C by engaging the Company's services.

1. Definitions

(a) "Company" shall mean VL2K Forwarding & Consulting s.r.o., its subsidiaries, related companies, authorized agents, officers, and/or representatives.

(b) "Customer" shall mean the person or legal entity for which the Company renders services, as well as its agents or representatives, including but not limited to shippers, importers, exporters, carriers, secured parties, warehousemen, buyers or sellers of the goods, shippers' agents, insurers and underwriters, breakbulk agents, and consignees. The Customer shall provide notice and copies of these T&C to all such agents or representatives.

(c) "Documentation" shall mean all information and physical or electronic documents received directly or indirectly from the Customer or on its behalf.

(d) "Third Parties" shall include, but not be limited to, ocean carriers, road hauliers, rail operators, air carriers, terminal operators, truckmen, cartmen, lightermen, forwarders, customs brokers, agents, warehousemen, and any others to whom the goods are entrusted for transportation, cartage, handling, delivery, storage, or clearance.

(e) "SDR" shall mean Special Drawing Rights as defined by the International Monetary Fund.

2. Capacity of the Company and Scope of Role

(a) The Company acts as the agent of the Customer (zasílatel) for the purpose of arranging transport, performing duties in connection with the entry and release of goods, post-entry services, securing export licenses, filing export and security documentation, and other dealings with Customs or Government Authorities.

(b) For all other services, or where the Company expressly undertakes carriage in its own name or issues its own transport document (e.g., House Bill of Lading or FBL), the Company acts with the legal liability of a carrier (dopravce).

3. Packaging, Handling, and Standard of Care

(a) Unless services are performed pursuant to express written instructions from the Customer, the Company shall exercise reasonable care in selecting third parties, means, routes, and procedures for handling, transport, clearance, and delivery.

(b) The Customer shall be solely responsible for ensuring that all goods are properly marked, labeled, packed, and prepared to withstand normal handling and transportation risks. The

Company shall have no obligation to inspect inner packaging and shall not be liable for any loss or damage arising from defective, inadequate, or improper packaging.

(c) Dangerous goods (ADR, IMDG, IATA) must be declared in writing by the Customer prior to acceptance by the Company.

4. Quotations Not Binding

Quotations provided by the Company regarding rates, duties, freight, insurance premiums, or other charges are for information only and subject to space/equipment availability and change without notice. No quotation shall be binding unless confirmed in writing by the Company with agreed payment arrangements.

5. Reliance on Information Furnished & Customs Clearance

(a) The Customer shall review all documents and declarations prepared or filed with Customs, Tax, or other Government Authorities or third parties, and immediately notify the Company of any error or omission.

(b) The Company relies on the truth, completeness, and accuracy of all documentation and information provided by the Customer. The Customer has a non-delegable duty to disclose all information required under Czech and EU law for import, export, or entry of the goods.

(c) The Customer shall indemnify and hold the Company harmless from any claim, fine, penalty, back-duty, loss, or liability resulting from the Customer's failure to disclose information or any incorrect, incomplete, or false statement by the Customer or its agents.

6. Declaring Higher Value to Third Parties

Third parties may limit liability for loss or damage. The Company shall request excess valuation only upon specific written instructions confirmed by the Customer in writing, who shall pay all related charges. In the absence of such instructions, the goods may be tendered subject to the third party's limitations of liability. The Company is under no obligation to obtain the Customer's prior instructions regarding excess valuation.

7. Insurance

Unless requested and confirmed in writing, the Company has no obligation to procure cargo insurance on behalf of the Customer. All premiums, costs, and deductibles connected with such insurance shall be borne exclusively by the Customer.

8. Disclaimers; Limitation of Liability and SDR Caps

(a) Except as expressly set forth herein, the Company makes no express or implied warranties.



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(b) The Customer may obtain additional liability coverage up to the declared value of the shipment by written request confirmed and accepted by the Company in writing before services are rendered.

(c) In the absence of such declared value coverage, the Company's liability for loss or damage shall be limited as follows:

(i) Intermediary / Pure Forwarding Services: Where the Company acts solely as an agent, liability for direct loss or damage to goods in its custody is limited to 8.33 SDR per kilogram of gross weight of the lost or damaged goods.

(ii) Customs Entry / Brokerage Services: Liability for errors or omissions in customs entries or brokerage is limited to 50 SDR per entry or the brokerage fee paid for the specific entry, whichever is lower.

(iii) Carrier / Multimodal Capacity: Where the Company issues its own transport document or acts as a carrier, liability is governed by the mandatory international convention applicable to the relevant mode of transport:

- Road Carriage: 8.33 SDR / kg gross weight under the CMR Convention.

- Air Carriage: 22 SDR / kg gross weight under the Montreal Convention 1999.

- Sea Carriage: 2.00 SDR / kg gross weight or 666.67 SDR / package under the Hague-Visby Rules, whichever is higher.

- Rail Carriage: 17 SDR / kg gross weight under the COTIF / CIM Convention.

(d) Exclusion of Consequential Damages: To the maximum extent permitted by applicable law, the Company shall in no event be liable for indirect, incidental, statutory, punitive, or consequential damages (including loss of profit, loss of market, or delay damages), or for acts of third parties, even if advised of the possibility of such damages.

(e) Mandatory Statutory Exception: The limitations in this Section 8 shall not apply if the damage was caused intentionally or through gross negligence (hrubá nedbalost) of the Company, pursuant to Section 2898 of the Czech Civil Code.

9. Claims Notification and Limitation Periods

(a) Visible loss or damage must be noted immediately upon delivery on the transport document. Hidden loss or damage must be reported in writing within 7 calendar days of delivery.

(b) All legal actions and claims against the Company shall be subject to the statutory limitation periods set forth under Czech law (Section 629 of the Czech Civil Code) and applicable mandatory international transport conventions (e.g., 1 year for road claims under the CMR Convention).

10. Force Majeure

The Company shall not be liable for any delay or failure in performance resulting from circumstances beyond its

reasonable control, including war, acts of terrorism, civil unrest, strikes, port congestion, natural disasters, or official acts of Czech, EU, or foreign authorities.

11. Payment Terms, Advancing Money, and Collection Costs

(a) All charges must be paid in advance unless the Company agrees in writing to extend credit. Granting credit in one instance shall not be deemed a waiver of this provision.

(b) All invoices are payable within the agreed credit term without set-off or deduction.

(c) In any dispute or collection effort involving monies owed to the Company, the Customer shall pay all collection costs, including statutory late payment interest pursuant to Czech Government Regulation No. 351/2013 Coll. and reasonable attorney's fees.

12. Statutory Lien (Zadržovací právo)

The Company shall have a statutory possessory lien (zadržovací právo) on all property, goods, transport documents, and funds of the Customer in its possession or control for any monies owed to the Company. Enforcement and sale of lien property shall strictly follow the provisions of Sections 1395–1399 of the Czech Civil Code.

13. C.O.D. Shipments

The Company shall exercise reasonable care in relation to written instructions regarding Cash/Collect on Delivery (C.O.D.) shipments or similar payment instruments but shall not be liable if the consignee or bank refuses to pay.

14. No Duty to Maintain Records

Unless otherwise agreed in writing, the Company shall only retain such records as required by mandatory law and shall not act as an official recordkeeper for the Customer.

15. Binding Rulings and Protests

Unless requested and agreed in writing, the Company shall have no obligation to undertake any pre- or post-Customs actions, including obtaining binding rulings, advising of liquidations, or filing petitions or protests.

16. Bills of Lading and Transport Documents

Where the Company prepares or issues a bill of lading or transport document, it shall not be required to specify the number of packages or other particulars unless specifically requested in writing and paid for. The Company shall rely on the weight and details supplied by the Customer.

17. Sanctions and Export Control Compliance

The Customer warrants that the shipment, its origin, destination, and all involved parties comply fully with



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applicable EU, UN, and international trade sanctions and export control regulations. The Company reserves the right to refuse or cancel services immediately if a breach of sanctions regulations is suspected.

18. Data Protection (GDPR)

The Company processes personal data (such as contact details of drivers, shippers, consignees, and representatives) in strict compliance with EU Regulation 2016/679 (GDPR) and applicable Czech data protection legislation.

19. Indemnification and Hold Harmless

(a) The Customer shall indemnify, defend, and hold the Company harmless from all claims, fines, penalties, attorney's fees, or liabilities arising from the importation or exportation of the Customer's goods or any conduct of the Customer, including inaccurate entries or violations of law.

(b) The Customer's indemnity shall apply in all circumstances, including claims or actions brought by any third party whatsoever, including final consignees, end-users, or recipients of the goods.

20. No Modification Except in Writing

These T&C may only be amended by written agreement signed by authorized representatives of both the Customer and the Company. Any unilateral modification shall be void.

21. Severability

If any provision herein is found by a competent court to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. Waiver of any provision shall not constitute a continuing waiver.

22. Governing Law and Jurisdiction

These T&C and all contracts entered into by the Company shall be governed exclusively by the laws of the Czech Republic. Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the competent courts of the Czech Republic having territorial jurisdiction over the registered seat of the Company.

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