

SKAT Transport CZ s.r.o. General Terms and Conditions

1 General provisions

1.1 The General Terms and Conditions stipulate the type, scope and terms of services to be rendered by SKAT Transport CZ s.r.o. within the scope defined below, as well as the terms of conclusion and termination of agreements on the provision of such services.

1.2 Before using the services of SKAT Transport CZ s.r.o., the customer is obliged to become familiar with the content of these Regulations. Ordering or commissioning a service by a customer means that the customer accepts these Terms and Conditions and agrees to abide by the rules contained herein.

1.3 In matters not regulated by these Terms and Conditions, in particular the submission of declarations of intent in electronic form, the provisions of the Czech Civil Code and other relevant legislation shall apply. However, if the Customer is an entity domiciled in Poland, the legal relations between him/her/it and SKAT Transport CZ s.r.o. shall be governed by the relevant provisions of Polish law.

2 Definitions of terms used in the Terms and Conditions

2.1 Contractor - SKAT Transport CZ s.r.o. based in Křížkovského 617/10, Muglinov, 712 00 Ostrava (IČO 09061576, DIČ: CZ09061576), hereinafter also referred to as SKAT CZ.

2.2 Customer - means any natural person, legal entity or organisational unit without legal personality, on whose behalf the contract referred to in para. 2.4 with an obligation to pay remuneration or reimburse costs to the Contractor. Unless expressly provided otherwise in these Terms and Conditions, all terms and conditions referred to in the body of the Terms and Conditions to the person actually ordering or commissioning the service, including their rights and obligations, shall apply to the Customer accordingly. If the Customer has granted a power of attorney or otherwise authorised a third party to enter into contracts with the Contractor or to use the services offered by the Contractor, the Customer shall be liable for the acts and omissions of such third party as for its own acts and omissions.

2.3 Operator - means a shipowner, ferry operator, ferry or railway line operator, manager or operator of roads, bridges or tunnels, as well as their agents or intermediaries, whereby the aforementioned terms may be used interchangeably - with whom SKAT Transport CZ concludes a contract or whose resources it uses to enable the Customer to use the Service.

2.4 Service - the use of a ferry crossing or rail transport, road, bridge or tunnel crossing ordered or commissioned to SKAT Transport CZ by the Customer or another entity authorized by the Customer.

2.5 Pricing - a preliminary calculation of the price for individual contracts enabling ferry crossing, bridge, tunnel crossing or train transport on the basis of data provided by the Customer, necessary, in the opinion of SKAT Transport CZ, to calculate the price. The Customer acknowledges that the final price for the Service may differ from the Quotation, in particular due to: a change in the exchange rate of the foreign currency according to which the fee was calculated, a change in price lists, BAF or other additional fees charged by the operator, in the period between the Quotation and the actual use of the Service.

2.6 Privacy Policy - the rules for collection and processing of Customers' personal data and other data provided by the Customers, as well as for storage and protection of information.

The full text of these Terms and Conditions can be found at <https://trajektyskat.cz/> and can be printed, stored and reproduced by the Customer.

2.7 General Terms and Conditions - the general terms and conditions for the provision of services by the Operators, with which the Customer shall be acquainted prior to the Ordering/Booking/Reservation. The General Terms and Conditions are available on the website of the relevant Operator.

3 Services

3.1 On the basis of these Regulations, SKAT Transport CZ provides the Customer with Services enabling the Customer or any other entity authorized by the Customer to use the ferry crossing or rail transport, road, bridge or tunnel crossing ordered. For this purpose, SKAT CZ and the Customer conclude an agreement without any restrictions as to the form of the legal act, in particular by electronic mail (e-mail), instant messenger (e.g. Trans.eu), any application for communication (e.g. WhatsApp) or by telephone (e.g. sms).

3.2 After the Customer provides SKAT CZ with all information necessary for conclusion of the contract, e.g. the expected date of the service, registration numbers, dimensions of the vehicle or set of vehicles, information on the number of persons (drivers), type of transported load and other information required by the given Operator, the contract is concluded upon SKAT CZ's confirmation of the Customer's ability to use the service and providing the booking number or SKAT CZ's provision of modified terms and conditions, as appropriate to the availability of the service on a given date or under given circumstances. In particular, the Customer acknowledges that in some cases the booking is possible with a status of "Waiting list" or "WL", which means that the Customer will be able to use the service only after confirmation by the given operator.

3.3 Any dangerous cargo (ADR or indicated in the maritime transport regulations IMDG) should be checked by the Operator to ensure that it can be transported. In the case of a ferry crossing, the Customer should send complete DGN (Dangerous Good Note) documents for this purpose, which are verified by the Operator. In the case of transport by rail or crossing a bridge, tunnel or road, the Customer should send for this purpose in particular the UN number, ADR class, data on the load including its type, weight, mass and number of packages. Other declarations may lead to verification, but the Operator has the right to refuse this, as well as to accept the vehicle on a ferry or train, or to allow it to pass over a bridge, tunnel or on a road. A vehicle carrying dangerous goods must be marked with the relevant IMDG and ADR symbols. SKAT CZ is not responsible for the decisions taken (acceptance / refusal) by the Operator. The Customer has the right to appeal against any decision of the Operator or lodge a complaint with the Operator.

3.4 The Customer, before ordering the Service, is obliged to familiarise himself/herself with all the terms and conditions, including the General Terms and Conditions as defined in para. 2.7., applied by the Operator in the performance of the ordered Service, in particular with regard to the Permissible Gross Vehicle Weight, permissible axle loads, vehicle height and width and the carriage of animals, waste or dangerous loads. The Customer acknowledges that the Operator has the right to refuse to provide the service in the cases stipulated by the Operator, in particular if the data provided by the Customer in the Bookings Order is incomplete, inaccurate or untrue, or if the vehicle operator violates the General Terms and Conditions or other rules of the Operator in any way, or violates any generally applicable laws. The Operator's refusal to provide the service shall not entitle the Customer to any claims against SKAT CZ on this account, unless the refusal was caused exclusively by SKAT CZ.

4 Other conditions for the conclusion and termination of contracts for the provision of Services

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4.1 These Terms and Conditions are an integral part of the Contractor's contracts with the Client for the provision of the Services entered into in any form.

4.2 The Customer may terminate the use of the Services or withdraw from an order/booking/reservation at any time. The legal consequences of such action shall be determined by the mandatory provisions of law, the Operator's General Terms and Conditions and the provisions of these Terms and Conditions applicable to the legal nature of the service provided, as well as the factual circumstances. In particular, the Customer takes into account that failure to provide sufficient advance notice of its inability to use the Service or of its wish to cancel the Service may result in a fee being charged as for the use of the Service or an additional fee (e.g. a no-show fee).

4.3 The Contractor shall not be liable for any incorrect provision by the Customer of data necessary for the conclusion of the contract and, in particular, shall not be liable vis-à-vis third parties whose data has been provided without their knowledge and consent.

4.4 In cases where the Customer has not been granted a deferred payment period, the Customer shall, upon placing the Order/Order/Booking/Reservation, receive information on the amount due sent by the Contractor to the e-mail address indicated by the Customer in any form. The Customer acknowledges that non-payment of the amount indicated entitles the Contractor to cancel the booking or otherwise suspend the Service, in which case the provision of para. 4.2. in fine shall apply accordingly.

5 Privacy Policy

5.1 In fulfilment of the information obligation under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data (RODO), detailed information on the processing of your personal data is contained in the Privacy Policy at: <https://trajektyskat.cz/privacy-policy/>

5.2 When using SKAT CZ services, the Customer may, but is not obliged to, agree to receive commercial information from SKAT CZ electronically to the e-mail address indicated by the customer, concerning products and services within the meaning of the Act on Electronic Provision of Services offered by SKAT CZ or the co-administrator.

5.3 When using SKAT CZ services, the Customer may, but does not have to, agree to be contacted by means of telecommunication terminal equipment for the purpose of direct marketing concerning products and services offered by SKAT CZ.

6 Liability

6.1 The Customer may not use the Services anonymously, as the nature of the Service requires the provision of personal data or the obligation to provide personal data results from the way the Service is used. However, in the case of unauthorised use of the Service, i.e. use in a manner contrary to these Terms and Conditions or applicable legislation, SKAT CZ shall have the right to process the Customer's personal data to the extent necessary to establish its liability. SKAT CZ shall notify the Customer of the unauthorised activities with a demand to stop them immediately and to process the personal data for the above-mentioned purpose.

6.2 SKAT CZ shall not be liable for the Customer's use of SKAT CZ services in a manner contrary to the provisions of these Terms and Conditions or the relevant General Terms and Conditions.

6.3 SKAT CZ shall not be liable:

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- a. for damage or additional costs of the Customer caused by the stoppage or cancellation of a ferry or train, closure of a bridge, tunnel or road;
- b. for damage or additional costs of the Customer caused by untimely arrival or departure of the ferry or train;
- c. for damage or additional costs to the Customer caused by natural disasters or other force majeure or as a result of war, rebellion, civil commotion, etc;
- d. for damage or additional costs of the Customer caused by strikes of employees of the Operators, SKAT CZ and employees of port companies as well as lockouts or other blockades of access and access to the port, including demonstrations or social protests;
- e. for damage or additional costs of the Customer caused by orders or actions of public authorities;
- f. for damage or additional costs of the Customer caused by the unavailability of labour or other services necessary for the operation of the Operator, SKAT CZ or its contractors and employees of port and ferry companies;
- g. for damage or additional costs of the Customer caused by the failure of the electrical network on the ferry or on the train, the Operator's failure to make such network available, fires, explosions, theft, unless the damage was caused exclusively by SKAT CZ.
- h. for damage or additional costs of the Customer caused by the actions of the Customer or persons he/she uses or authorises to use the Service;
- i. for damage or additional costs of the Customer resulting from the properties and defects of the transported cargo or its packaging;
- j. for the condition of weather-sensitive cargo stored outdoors;
- k. for damage or additional costs incurred by the Customer as a result of inadequate stowage or securing of the Customer's vehicle or cargo on it;
- l. for damage or additional costs of the Customer, the prevention of which required specialist knowledge or technical control and which was not commissioned by the Customer;
- m. for any consequences caused by insufficient or incorrect provision of booking data by the Customer;
- n. for any damage or additional costs incurred by the Customer due to physical, chemical or biological properties of the goods carried by the Customer or other participants of the ferry or train journey.
- o. for damage to or additional costs of the Customer caused by the movement of the Customer's vehicle on the ferry or train, including entry and exit, as well as any damage to persons using the Service;
- p. for damage or additional costs incurred by the Customer as a result of any including accidental distortion of the transmission of content or data, in particular due to external parties.

6.4 SKAT CZ is liable only for the consequences of its own acts and omissions. In particular, such acts or omissions are not any acts or omissions of any employees of Operators, port enterprises, border and

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customs officials, etc. The amount of compensation for damage or additional costs of the Customer for which SKAT CZ is legally liable in respect of any single event cannot be higher than the amount of the charge for the given order/booking/reservation to which the complaint or claim relates.

6.5 If the applicable law provides for a different limitation of SKAT CZ's liability, it is up to SKAT CZ to choose the limitation applied.

6.6 Insofar as, as a result of any act or omission of persons and animals for which the Service was ordered or commissioned by the Customer or who used the Service, any third-party claims are made against SKAT CZ, the Customer undertakes to indemnify SKAT CZ and settle such claim, or insofar as SKAT CZ has already incurred the cost of such claim, the Customer shall reimburse SKAT CZ the equivalent of such costs on first demand. The provision of the preceding sentence shall apply mutatis mutandis to the settlement of customs or fiscal duties, joint failure (as a result of SKAT CZ being recognised as a freight forwarder), and any damage and claims arising from the technical condition or movement or parking of vehicles for which the Customer ordered or ordered the Service.

7 Final provisions

7.1 The Customer reserves the right to refuse to conclude a contract as defined in para. 3 with the Customer without giving any reason.

7.2 SKAT CZ reserves the right to amend these Terms and Conditions at any time.

7.3 Information about changes to these Terms and Conditions will be posted on the website <https://trajektyskat.cz/>.

7.4 Amendments shall come into effect as soon as the amended text of the Terms and Conditions is made available on the aforementioned website. The Customer's use of the Services after the introduction of these changes is tantamount to acceptance and understanding of them.

7.5 Subject to point 7.6, the legal relations between SKAT CZ and the Customer prior to the conclusion of the Agreement, in the conclusion of the Agreement and in its performance shall be governed by the laws of the Czech Republic. In case of disputes, the competent court for their settlement shall be the court in Ostrava based on the Czech law.

7.6 If the Customer is an entity based in Poland, the legal relations between SKAT CZ and the Customer prior to the conclusion of the Agreement, the conclusion of the Agreement and its performance shall be governed by the laws of the Republic of Poland. In case of disputes, the competent court for their settlement shall be the court in Gdansk, Poland, based on the Polish law.

These Terms and Conditions are effective as of 27 February 2023.