

Terms and Conditions for Transport and Moving Services

1. Definitions

In these terms and conditions:

- a. "Transporter" and "we" indicate Cheap Moving „Se Štopkou“ (Levný převoz „Se Štopkou“), providing its services under the name of Mr. Roman Hruška - entrepreneur registered in trade register ŽÚ Brno, address: Haškova 139/2, Brno.
- b. "Client" indicates a person or company ordering the transport of a shipment.
- c. "Sender" indicates a person or company authorised to hand a shipment over to the transporter.
- d. "Recipient" indicates a person or company authorised to receive a shipment from the transporter.
- e. "Pick-up location" indicates an address specified by the client at which the transporter is obligated to accept a shipment from the sender.
- f. "Drop-off location" indicates an address specified by the client at which the transporter is obligated to deliver a shipment to the recipient.
- g. "Shipment" indicates a parcel or cargo intended for transport from the sender to the recipient.
- h. "Shipping note" indicates a document containing information on the sender and recipient, a description of the shipment, weight of the shipment and the level of the transport fee.
- i. "Transport fee" indicates a monetary sum to be paid for the transport of a shipment between a sender and a recipient, the amount of which has been agreed upon between the transporter and the client.
- j. „Deposit“ indicates a monetary sum to be paid in advance for the transport of a shipment between a sender and a recipient as a part of transport fee.
- k. "Our website" indicates the website at www.sestopkou.eu.

2. Order

- a. Orders for shipment transport and moving are generally accepted in these ways:
 - i. electronically by filling in the order form on our website. User registration at www.sestopkou.eu is a prerequisite for successful submission of an order.
 - ii. via telephone or email
- b. The transporter shall ask from the client all necessary information about the shipment. The client has to provide good description of each parts of the shipment including dimensions. The client can agree with transporter on personal visit to see the shipment.
- c. By filling in and sending the order, the service client expresses their free will to

voluntarily enter into a contractual relationship with the transporter. The contractual relationship shall begin to elapse upon receipt of the shipment by the transporter and upon the shipment sender's signature to the shipping note. The contractual relationship shall also begin to elapse upon receipt of the deposit.

- d. The client has the right to cancel an order by sending an email to the current email address published on our website. In case of the client already sent/paid the deposit to the transporter, transporter is obligated to pay or send back the deposit to client. The transporter has the right to deduct expenses incurred, followed with a bill which describes the expenses.
- e. Following receipt of an order, the transporter has the right to refuse such order and to do so even without showing cause. In such case, the client must be made aware of the fact via email or telephone.

3. Shipment Characteristics

- a. The transporter shall only transport shipments which meet the following criteria:
 - i. Total maximum shipment weight of 1.500 kg;
 - ii. The maximum dimensions of a single item must not exceed 330 cm long, 140 cm wide and 175 cm tall.
- b. The following items are excluded from transport:
 - i. Alcoholic beverages;
 - ii. Cigarettes and tobacco;
 - iii. Weapons, replica weapons, ammunition;
 - iv. Medications and drugs;
 - v. Hazardous, flammable, self-igniting and explosive substances;
 - vi. Chemicals, radioactive material;
 - vii. Poisonous, infectious and other substances which might threaten the life or health of people on the roadways during transport;
 - viii. Fluids not adequately sealed in leak-proof containers;
 - ix. Animals (living or dead);
 - x. Human remains;
 - xi. Plants;
 - xii. Foodstuffs coming quickly upon their use-by date and foodstuffs demanding special transport conditions;
 - xiii. Banknotes, coins, activated payment and other monetary cards, cheques;
 - xiv. Personal documents, travel documents.
- c. The transporter will transport the following items with special care, using additional filling, packaging and protective equipment. In case of sending these items, the client shall inform the transporter, who will provide additional equipment to avoid damage of items.
 - i. Fragile items such as (for example) mirrors, stemware, dishes, ceramics,

- vases and other products made of or containing glass or ceramic;
 - ii. Precious stones, precious metals and products made with or of them;
 - iii. Artwork, antiques, collections, stamps;
 - iv. Electronics without their original packaging and without polystyrene protective elements;
 - v. Pictures (framed or unframed);
 - vi. Fishing poles;
 - vii. Bicycles not in cardboard boxes;
 - viii. Buggies/prams not in cardboard boxes;
 - ix. Car seats not in cardboard boxes;
 - x. Furniture or parts thereof, not packed in cardboard boxes;
 - xi. Sofas, sofa sets;
 - xii. Plastic toys not in cardboard boxes;
 - xiii. Other items which, due to their form, contents or other properties are not adequately packed;
 - xiv. Shipments with a value exceeding EUR 37.000.
- d. The transporter has the right to request information of the client on the contents of the shipment and the client shall be obligated to provide such information. In the event of the provision of untrue, inaccurate or incomplete information or of the concealment of facts material to the conclusion of the contract, the transporter is entitled to demand compensation from the client for incidental damages accruing to the transporter.
- e. The transporter has the right to withdraw from transport of a shipment should such shipment contain items or goods excluded from transport by §3(b) of these terms and conditions.

4. Shipment Packing and Marking

- a. The service client is obligated to ensure that each individual piece of the shipment is properly packed in a manner which protects against incidental damage to the shipment during transport and handling.
- b. Handling of the shipment shall principally, but not exclusively, indicate:
- i. Loading the shipment onto vehicles and unloading it from vehicles;
 - ii. Moving the shipment within vehicles;
 - iii. Other operations necessary for the delivery of the shipment to the recipient.
- c. The transporter shall assume no liability for damage to shipments which are not packed or where the packaging used is not adequate to protect the shipment's individual items against damage.
- d. The transporter has the right to refuse to accept a shipment if it is not packed at all or if it is not packed sufficiently such that the packing material used protects the individual items of the shipment against damage. As mentioned in §3(c), the transporter can provide additional packing material on request.

- e. In the event that transporter accepts for transport a shipment which is not packed or which is inadequately packed, the transporter shall not thereby assume liability for incidental damage to such un-packed or inadequately packed shipment.
- f. The service client is obligated to ensure that each individual piece of the shipment which requires special handling is properly marked with indications of such. This particularly concerns the markings:
 - i. Fragile;
 - ii. This end up;
 - iii. Carefully; and
 - iv. Warning: Glass.
- g. The caution markings given above warn the transporter of a particular manner of handling the shipment, though they shall not substitute for the proper packing of individual items of the shipment.
- h. Shipments marked as above but packed in a manner not corresponding to a need for special handling shall always be considered inadequately packed and the transporter shall assume no liability for incidental damage to such shipments.
- i. The service client is obligated to ensure that each individual item of the shipment is marked with the recipient's information, particularly their name and address.

5. Opening of Shipments

- a. Customs authorities and other authorities of the individual countries through which the shipment passes during transport have the right to open shipments for purposes of determining their contents in justified cases. A shipment opened in this fashion should be subsequently marked by the appurtenant officers as having been opened. The transporter does not have the influence or ability to demand the marking of such a shipment as having been opened should the appurtenant officer conducting the inspection refuse to mark the opened shipment.
- b. The transporter has the right to open a shipment in the following cases:
 - i. With the client's consent;
 - ii. Without the client's consent if there exists a reasonable suspicion that the shipment contains items shown in §3(b);
 - iii. Without the client's consent in the event that the shipment cannot be delivered to the recipient or returned to the sender should neither the recipient nor the sender express interest in the shipment, or in the event that the recipient or the client refuses to pay the transport fee within the established interval, or in the event that the sender or the client refuse to pay the transport fee and costs for returning the shipment to the sender;
 - iv. Without the client's consent in the event that individual items in the shipment are inadequately packed and there is the threat of loss of contents of the shipment during the course of transport. In such an event, the transporter shall attempt to ensure that the contents of the shipment remain intact via

the use of supplementary means, principally adhesive tape with a corporate logo; and/or

- v. Without the client's consent if there exists a reasonable suspicion that the contents of the shipment are damaged even prior to accepting the shipment for transport.
- c. In the event of the transporter opening a shipment without the client's consent, the transporter shall be obligated to inform the recipient of such opening, or to inform the sender upon return of the shipment. The transporter is authorised to examine the opened shipment only to the degree necessary to fulfil the purpose for which the shipment was opened.

6. Delivery Intervals

- a. The client and the transporter agree on date and time of picking up the shipment in the pick-up location.
- b. Delivery interval and arrival to drop-off location is estimated by the transporter.
- c. The usual shipment delivery interval given in points (a) and (b) may be changed in the event of unexpected and unforeseeable circumstances such as, for example:
 - i. Breakdown of a vehicle;
 - ii. Customs or other inspection by the authorities of the country in which a vehicle is located at a given moment;
 - iii. Inclement weather impeding the safe travel of a vehicle, particularly due to snow, flooding or high winds;
 - iv. Ferry delay or failure to depart; and/or
 - v. Accident involving other vehicles and subsequent road closure or traffic slowdown.

7. Shipment Acceptance

- a. The transporter shall accept the shipment from the sender at the pick-up location.
- b. The pick-up location shall be understood as an address defined by a street number or building name, street name, city and postal code.
- c. The transporter shall not be obligated to accept a shipment from the sender at a pick-up location which cannot be unambiguously specified pursuant to the definition above.
- d. The transporter likewise shall not be obligated to accept a shipment from the sender should the shipment not meet the required criteria defined in §3(a) or if the shipment contains items defined in §3(b).
- e. The transporter shall be obligated to inspect the marking of the individual pieces of the shipment and to ensure that the shipment cannot be mistaken for a different

shipment during the transport process.

- f. In picking up a shipment at a pick-up location in the United Kingdom, the transporter shall be obligated to weigh and record on the shipping note every individual piece of the shipment where the transport fee is calculated based on its true weight. The transporter shall be further obligated to submit, at the shipment sender's request, documents confirming that the shipment was weighed using a scale approved for this purpose, meaning that it is suitable for calculating a price based on weight and that it is calibrated. This particularly means the calibration certificate and sticker with the letter "M" on a green background placed in an easily visible location on the scale.
- g. In picking up a shipment at a pick-up location, the transporter shall be further obligated to fill in and hand over one copy of the shipping note to the shipment sender.
- h. Should the pick-up of a shipment at a pick-up location fail, the transporter shall deal with the client on solution of that problem. Waiting on the client or another attempt of the pick-up will be charged according to the current price list.

8. Shipment Delivery

- a. The transporter shall deliver the shipment to the recipient at the drop-off location.
- b. A drop-off location shall be understood as an address defined by a street number or building name, street name, city and postal code.
- c. The transporter shall not be obligated to deliver a shipment to a drop-off location which cannot be unambiguously specified pursuant to the definition above.
- d. The transporter shall deliver shipments to drop-off locations during the interval communicated to the client or recipient via text message to the client's or recipient's mobile telephone. In the event that the text message cannot be delivered, the client or recipient shall be made aware of the drop-off interval via telephone or email message.
- e. Upon delivery of a shipment to a drop-off location, the transporter shall be obligated to hand over to the recipient a copy of the shipping note showing the individual items of the shipment, and the recipient shall be obligated to inspect the outer packaging of the individual items and confirm the acceptance of the shipment by their signature. The recipient shall be obligated to record incidental damages to the external packaging on the shipping note.
- f. The recipient shall pay the transport fee (excl. the deposit) on delivery of the shipment.

- g. The transporter may also deliver the shipment to a different person than the recipient shown in the order, provided that there is no doubt on the transporter's part that such person is in a familial or other relationship with the recipient.
- h. Should the delivery of a shipment to a drop-off location fail at the first attempt, the transporter shall deal with the client on solution of that problem. Waiting on the client or another attempt of the drop-off will be charged according to the current price list.
- i. The recipient may be called upon to pay a repeat delivery fee according to the current price list.
- j. Should the recipient express no interest in the shipment, meaning that the shipment cannot be delivered even upon a second attempt and that the recipient does not respond to telephone and email messages, the transporter shall attempt to return the shipment to the sender. In such case, the sender or the client shall be obligated to pay the transport fee for the attempt to deliver the shipment to the recipient as well as to pay the transport fee for returning the shipment to the sender. Should the sender or the client fail to pay the transport fee within 10 days of being dunned, the transporter shall have the right to open the shipment and to sell the shipment's contents. After deducting transport expenses, the proceeds obtained through sale of the shipment will be returned to the client.

9. Destruction of Shipment by Transporter

- a. The transporter shall have the right to destroy a shipment if it is not possible to deliver it to the recipient, if it is not possible to return it to the sender or the client, and if it is not possible to sell it.
- b. The transporter shall also have the right to destroy a shipment should its contents be entirely devalued and if the contents of the shipment might threaten human life, or to prevent damage to property occurring.
- c. The transporter shall also have the right to destroy a shipment should it contains items such as defined in §3(b). If the transporter suspects that the consignment is in breach of customs or other regulations of the country through which the consignment passes, or where it is going, it shall inform the competent authorities of the country.
- d. The client, sender or recipient can not claim any compensation for shipment destroyed by transporter under §9(a, b, c).

10. Transporter's Liability for Damages

- a. The transporter shall be liable only for real damages occurring to the shipment, meaning at most to the level of the shipment's true value. Real damages shall be understood as damage which reduces the shipment's value as a consequence of a

- damage event.
- b. The transporter shall assume no liability for damages arising as a consequence of the transport of items such as defined in §3(b).
 - c. The transporter shall assume no liability for loss of earnings or for incidental damages as a result of the late or erroneous delivery of a shipment, or for not picking up a shipment at the pick-up location.
 - d. The transporter shall assume no liability for damages caused by the client, the sender, the recipient or the owner of the shipment.
 - e. The transporter shall assume no liability for damages caused by the ordinary diminishment of the contents of the shipment or by the natural character of the shipment.
 - f. The transporter shall assume no liability for damages arising due to inadequate or incorrect methods of packing the shipment's individual items.
 - g. The transporter shall assume no liability for damages which could not be avoided even through the exercise of the professional care common in the provision of transport services.

11. Transport Fee and Payment of Transport Fee

- a. The transport fee is calculated pursuant to the current price list published on the transporter's website on the day the order is placed. The client is obligated to familiarise themselves with the current price list.
- b. The transporter may provide the client with a discount against the current price list in accordance with the total distance of transport.
- c. The transport fee price includes pick-up of the shipment at the pick-up location and delivery of the shipment to the drop-off location. The transporter is ready to ensure pick-up/drop-off from/to flats, basements or warehouses/storage spaces, charged according to the current price list.
- d. The transporter has the right to ask to pay the deposit in advance. Receiving the deposit is a necessary condition for performing transport. The deposit is a part of the transport fee.
- e. The deposit may be paid via the following methods:
 - i. Payment in cash (personally to the transporter);
 - ii. Bank transfer to CZK bank account;
- f. The transport fee (excluding the deposit) may be paid only in cash on delivery.
- g. If the transport fee is paid in cash, it may be paid only in the currency of the country of the drop-off location (i.e.: pounds sterling (GBP) in the UK, Czech koruna (CZK) in the Czech Republic and euros (EUR) in Slovakia).
- h. The deposit shall be paid prior to delivery of the shipment. The transport fee (excluding the deposit) shall be paid on the delivery of the shipment at the drop-off location.

- i. If delivery of a shipment is suspended due to late payment of the transport fee, the transporter shall deliver the shipment on the working day following the full payment of the transport fee. Every another attempt of delivery will be charged extra according to current price list. The transporter shall inform the client about amount of extra charges for another delivery attempts.
- j. Usually, the payer of the transport fee is the transport client. The transport payer may also entrust the payment of the transport fee to another person. Should such entrusted person refuse to pay the transport fee, the obligation to pay the transport fee shall pass back to the client.
- k. Should the recipient or client request, after delivery of the shipment to the drop-off location, the delivery of the shipment to a different address than that shown on the order, the recipient or client shall be obligated to pay the expenses connected therewith. Delivery of a shipment to a drop-off location other than that shown on the order is possible only with the transporter's consent.
- l. The transport fee for a shipment which could not be delivered to the recipient and which is returned to the sender shall be paid by the transport client. The shipment shall not be returned to the sender unless the transport fee for delivery of the shipment from the sender to the recipient and the transport fee for the return of the shipment to the sender are paid.
- m. Only one attempt of delivery is included in the transport fee. The transporter may require a fee for each subsequent attempt to deliver or pick up the shipment.

13. Insurance

- a. Every shipment insured against loss and damage.
- b. The maximum insurance benefit is limited to EUR 37.000.

14. Complaints

- a. The client has the right to lodge a complaint against the transporter should damage to or loss of the shipment occur during transport.
- b. Complaints must be lodged without undue delay and no later than 10 days after delivery of the shipment to the drop-off location, and must be lodged either in written form to the transporter's correspondence address or via email.
- c. Only the transport client has the right to lodge a complaint.
- d. Documentation of the extent and financial amount of the damages must be attached to the complaint.
- e. The client shall be obligated to ensure that incidental damage or delivery of an incomplete shipment is duly noted on the shipping note or recorded in a damage report directly upon delivery of the shipment to the recipient at the drop-off location. After the departure of the transporter from the drop-off location, and if a record of damaged or incomplete shipment on the shipping note was not made or a damage report was not taken in the transporter's presence, complaints shall

be refused due to lack of proof of damage.

- f. Should damage to the shipment be ascertained upon delivery of the shipment to the drop-off location, the client shall be obligated to provide for preservation of the packaging of the shipment and to facilitate an inspection of the damaged shipment by the transporter's staff.
- g. The transporter shall be obligated to resolve complaints within 30 days of their delivery to the transporter's correspondence or email address. Complaint resolution shall be understood as the issuance of a decision on the complaint and its transmission to the client via post or email.
- h. In the event that the client fails to submit documentation regarding the occurrence, extent and financial level of the damage together with the complaint, the transporter shall call upon them to provide these documents within 10 days. The period during which the transporter shall wait for these documents to be submitted by the client shall not be figured into the period for the transporter to resolve the complaint. Should the client fail to submit the required documents within 10 days, the transporter has the right to refuse the complaint due to lack of proof of damage.
- i. Should the client exercise their entitlement to compensation for damages upon damage to or loss of the shipment in the full amount of the price of the shipment and the transporter pays this full sum, the rights of ownership to the shipment shall pass from the client to the transporter.
- j. In the event that a complaint is lodged in regard to a shipment containing items listed under §3(b), such complaint shall be automatically rejected by the transporter as unsubstantiated.

15. Right of Lien

- a. The transporter shall have a right of lien against all shipments for which they have not received payment from the client or the client's entrusted person for their services, and shall retain such right until such time as all of the client's obligations toward the transporter are satisfied.

16. Concluding Provisions for Transport and Moving Services

- a. These terms and conditions form an indivisible part of a commercial relationship into which the client and the transporter have entered voluntarily. This commercial relationship shall be governed by the applicable law of the Czech republic during the existence of the commercial relationship and, in certain parts, by the Convention on the Contract for the International Carriage of Goods by Road (CMR).
- b. These terms and conditions shall enter into effect on 1.9.2015 and shall remain in effect until withdrawn. The transporter reserves the right to alter these terms and conditions at any time.