

GENERAL TERMS & CONDITIONS OF CARRIAGE FOR RAIL FREIGHT TRANSPORT – CARGO MOTION S.R.O.
hereinafter referred to as GTC-CMO

Article I
Scope of Use

1. These GTC-CMO govern the relationship between customers (hereinafter also referred to as the “Ordering Party” or “Customer”) and Cargo Motion s.r.o. (hereinafter also referred to as “CMO” or “Forwarder”) for carriage services provided by CMO.
2. CMO operates as a railway carrier in the Czech Republic, the Slovak Republic and Hungary.
3. Domestic shipments carried out by CMO are governed by the laws of the country in which the shipment is carried out, even if the shipment exits and enters a neighbouring country during carriage.
4. The GTC-CMO shall also apply to international shipments carried out by CMO and its authorised partner in international freight transport.
5. These shipments are governed exclusively by current international regulations. Liability is based in particular on the Uniform Rules concerning the Contract for International Carriage of Goods by Rail – CIM (Appendix B to the COTIF Convention). The generally applicable legal regulations of the Czech Republic shall apply as subsidiary law.
6. In addition to the GTC-CMO and CIM, the version of the following regulations currently in force shall apply:
 - a. Delivery Terms (Incoterms);
 - b. UIC Loading Guidelines;
 - c. Regulation concerning the International Carriage of Dangerous Goods by Rail – RID;
 - d. General Contract of Use for Wagons (GCU); VSP/AVV;
 - e. customs regulations;
 - f. other regulations agreed on the basis of the concluded Contract of Carriage.
7. For individual shipments, the version of the GTC-CMO that is valid at the time the contract of carriage is concluded shall apply.
8. A Contract of Carriage (hereinafter also referred to as the “Contract”) shall mean:
 - a. carriage order;
 - b. forwarding order;
 - c. forwarding contract;
 - d. one-time order.

Article II
Contract of Carriage

1. The basis for the services provided by CMO and its authorised partners is a Contract of Carriage, concluded with the Customer in writing and signed by all parties involved or at least mutually agreed by the Customer and the Ordering Party via e-mail. This Contract contains the basic information about the services needed to conclude the Contract of Carriage. In the absence of a Contract of Carriage approved by both parties, the CMO’s offer is binding on both parties. The Contract of Carriage confirms the carriage of the consignment between designated railway stations under predefined conditions.
2. The Contract of Carriage is formed at the moment when the Customer has sent the Contract (see Article I(8)) to CMO in the manner stipulated in the Contract of Carriage, the CMO confirms it and the shipment is handed over at the agreed place of collection, unless otherwise stipulated in the Contract of Carriage.
3. The Contract of Carriage is terminated by delivery of the shipment to the consignee at the agreed handover point and acceptance by the consignee or a third party, unless otherwise specified in the Contract. If the consignee does not accept the goods immediately and without undue delay, the Customer will send the instructions to CMO on how to proceed. Any additional costs incurred as a result of refusal to accept the shipment will be invoiced by CMO to the Customer.
4. The Contract of Carriage may be amended by subsequent instructions in accordance with applicable law and transport regulations. Amendment, extension or cancellation of the Contract concluded between the Ordering Party and the Forwarder (hereinafter also collectively referred to as the “Parties”) is possible only in writing. The Amendment to the Contract shall become effective between those present on the date of signature by both Parties, or otherwise on the date of delivery of the signed Amendment by the last Party to the registered office of the other Party. Instructions to amend the Contract of Carriage must be provided to CMO in written or electronic form.
5. CMO reserves the right to subcontract the carriage.

Article III
Order for Carriage

1. The order for carriage and its form shall be defined in the Contract of Carriage. The order must contain all necessary information to ensure that the carriage is carried out in accordance with the applicable regulations and must be sent to CMO.



2. CMO shall confirm the order for carriage.
3. CMO shall not be obliged to check the accuracy of the declared shipment
4. CMO reserves the right to refuse carriage for capacity reasons.
5. CMO reserves the right to refuse carriage on the grounds that the route calculated for a given carriage will not be passable due to emergencies, natural disasters, closures and other external influences.

Article IV

Railroad Cars and Load Units, Loading and Unloading of Shipments

1. The method of ordering railroad cars or loading units is defined in the Contract of Carriage.
2. If it is agreed in the Contract of Carriage that cars or loading units are to be provided by CMO, the free time for loading begins when the cars or loading units are brought in for loading, even if loading is not yet commenced.
3. Before starting loading, the Customer shall check the condition of the cars and loading units, the suitability for the use of the shipment and the presence of visible defects. In case of any non-conformity, the Customer shall immediately inform CMO.
4. The Customer shall be responsible for checking that the railroad cars and loading units are fully unloaded and cleaned in accordance with applicable regulations and that all separable parts are present on the car. Railroad cars and loading units must be returned to the agreed location without undue delay. In the event of non-compliance, CMO will invoice the Customer for any costs incurred as a result.
5. The consignee shall notify CMO of the completion of loading and unloading without undue delay.
6. The shipper shall be responsible for the storage of the shipment on the railroad cars and the loading units until the carriage is completed.
7. In the event that the railroad cars or loading units for a given shipment are provided by the Customer or a third party designated by the Customer, the Customer shall be invoiced for any extra costs incurred, if any, in repairing or

discarding the car due to a technical defect or damage not caused by CMO.

8. CMO shall not be responsible for the loading or unloading of the shipment unless otherwise agreed in the Contract of Carriage.
9. If the loading or unloading time is exceeded, the Customer shall be charged the demurrage agreed in the Contract of Carriage.
10. If the consignee, the shipper or a third party designated by the Customer is unable to accept the shipment directly and without undue delay, the Customer shall be charged for any costs incurred.
11. If the loading or unloading area becomes soiled during loading or unloading, it shall be cleaned immediately after the loading or unloading is completed by the loader or unloader. The Customer shall be responsible for this. Leaving any cargo residue on the track or in the loading (unloading) area is prohibited. If the cleaning is provided by CMO or third party, the costs incurred shall be invoiced (re-invoiced) to the Customer.
12. It is the Customer's responsibility to ensure that the shipper or loader ensures that the shipment is properly packed to prevent partial or total destruction, whether during loading, carriage, or unloading.
13. CMO reserves the right to inspect the shipment or car for damage at any time during loading, carriage, or unloading.
14. The Customer shall be liable for damage to the cars caused by the loader or unloader as well as for loss of separable parts of the cars caused by the loader or unloader.
15. Any damage to the shipment or car or loss of separable parts of the car must be reported to CMO immediately.
16. CMO reserves the right to inspect the suitability and cleanliness of the loading or unloading area.

Article V

Invoicing and Payment

1. Invoices are due within the period agreed in the Contract of Carriage. Unless the due date is expressly agreed in the Contract of Carriage, the Ordering Party shall be obliged to pay the invoice within 7 days from its delivery. In case of



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overdue invoices, statutory interest on late payment shall be charged.

2. In the event that the invoice does not contain the required details as specified in the Contract and/or as required by law, or if it contains incorrect information or if the required enclosures are not attached to the invoice, the Ordering Party shall immediately return the invoice to the Forwarder for correction.
3. Payment of the invoice means crediting the amount to the CMO’s account.
4. CMO shall be entitled to require prepayment or similar services from the Ordering Party, e.g. bank guarantee.
5. The Ordering Party shall not assign any claims of the Forwarder or unilaterally set off any of its claims against the Forwarder without the prior written consent of the Forwarder.

Article VI Responsibility and Liability

1. CMO shall be responsible for shipments in accordance with applicable law, in particular the COTIF Convention and the CIM Appendix. The Contract of Carriage may agree on limitations of liability for goods which are particularly difficult to transport or involve special risks.
2. The Customer shall be liable for its own errors and omissions of its agents or third parties appointed by it, in particular for all consequences of defective packaging and loading and for inaccurate, incorrect or missing information in the order for carriage, consignment note or customs forms.
3. The Customer shall be charged for any extra costs that have not been included in the Contract of Carriage, in particular in the “Price Includes” section.
4. The Customer shall be liable for any damage caused to railroad cars, loading units and loading equipment by the Customer or a third party designated by the Customer.
5. Unless otherwise agreed in the Contract of Carriage, there is a maximum waiting time of 4 hours from the agreed time of handover of the shipment to a third party or acceptance of the shipment by a third party designated by the Customer (e.g. another railway carrier at a border station).

If this time is exceeded, the costs incurred shall be charged for the demurrage of CMO, including the costs of demurrage of cars and loading units in the event of an extended stay at the loading or unloading area as agreed in the Contract of Carriage.

Article VII Disputes, Jurisdiction

1. The contractual relationship between the Customer and CMO shall be governed by Czech law and/or binding international law.
2. The sole place of jurisdiction for any disputes arising out of the contractual relationship shall be the competent court designated by the CMO’s registered office.

Article VIII Cancellation Terms

- 1) If the Customer cancels a confirmed order, the following conditions shall apply:
 - a) if the cancellation is made less than 48 hours before the scheduled departure time of the train, the Customer shall pay a cancellation fee of 50% of the total price of the carriage;
 - b) if the cancellation is made less than 48 hours before the scheduled time of departure of the empty train for loading, where CMO provides railroad cars or loading units for the rail carriage, the Customer shall pay a cancellation fee of 50% of the total price of the carriage;
 - c) postponement of the train departure shall be considered as cancellation of the carriage.

Article IX Price List of CMO Services

1. Waiting engine and staff:
150 EUR excl. VAT/each and every hour of waiting



2. Extension of shunting at loading/unloading organised by CMO: 1,800 EUR excl. VAT/each and every 12 hours of shift
3. Demurrage of the cars at loading/unloading/on the way/over the free period: 5.5 EUR/hour/car
4. Train put on the siding: 500 EUR excl. VAT + cost of new engine connection
5. Removing a car from the train: 190 EUR/each and every hour of shunting + additional costs for putting the car on the siding
6. Administrative fee of 10 EUR/document for re-invoicing.
7. Issuance of CIM, CIT: 30 EUR/document
8. Work of wagon master / guard / shunting manager / coordinator:
 - a) 40 EUR/hour; min. of 12 hours (100% extra charge for work on public holidays)
 - b) 200 EUR/train for complete train clearance
9. Work of driver: 40 EUR/hour; min. of 12 hours (100% extra charge for work on public holidays)
10. Engine traction:
 - a) 193 series: 125 EUR/hour incl. driver, min. of 8 hours
 - b) 183, 240 series: 115 EUR/hour incl. driver, min. of 8 hours
 - c) 740, 742 series: 110 EUR/hour + 7 EUR/km incl. driver, min. of 8 hours
 - d) 740, 742 series: shunting service: 190 EUR/hour, min. of 2 hours
11. Traction services are carried out under the licence of Cargo Motion s.r.o.; the costs of DC (including the cost of its provision) and electricity will be re-invoiced with a coefficient of 1.15.
12. Driving the engine to the CMO train:

1 EUR/km
13. banker service: 115 EUR/hour incl. driver, min. of 3 hours
14. Travel by vehicle to the agreed place of work of the wagon master or driver: 0.6 EUR/km.

Article X Final Provisions

1. The terms and conditions agreed by the Parties in the Contract of Carriage shall be binding on both contracting partners and/or consignee.
2. Legal negotiations between the Parties shall be conducted exclusively in writing. No other form of expression of intent shall create any obligation on the Parties and shall not be construed contrary to the provisions of the Contract of Carriage or any amendments thereto.
3. Should any cases be dealt with differently from the GTC-CMO in the Contract of Carriage, the respective provisions of the Contract of Carriage shall be binding on both Parties.
4. The current GTC-CMO are published on the CMO website – www.cargom.cz.
5. CMO reserves the right to amend and update these GTC-CMO.
6. If the GTC-CMO are modified in the course of performance of the Contract of Carriage, the Contract will only be affected if an amendment containing the subject change is concluded.
7. The Parties to the Contract of Carriage undertake to treat all data, documents and information communicated to them in connection with the conclusion of the Contract of Carriage as confidential and not to disclose them to third parties.
8. Any arrangements between CMO and the Customer that are contrary to the provisions of the Contract of Carriage, the GTC-CMO and mandatory regulations shall be null and void.

These General Terms & Conditions of Carriage for Rail Freight Transport – Cargo Motion s.r.o. Shall be valid and effective from 1. January 2024.



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