General Terms and Conditions

for arranging the transport of pallet shipments (freight forwarding services) · VENOBO s.r.o. · effective from 1. 12. 2026 · English translation for information only – the Czech version is binding

Article 1 – Introductory provisions

1.1 These General Terms and Conditions ("T&C") are issued by VENOBO s.r.o., registered office Veveří 131, 616 00 Brno, Czech Republic (the "Forwarder"), operator of the website venobo.eu. Contact: support@venobo.eu (orders, claims, withdrawal, personal data), sales@venobo.eu (business price lists and cooperation).

1.2 The T&C govern the rights and obligations of the Forwarder and its customer (the "Principal") under freight forwarding contracts pursuant to Section 2471 et seq. of Act No. 89/2012 Coll., the Czech Civil Code ("CC"), the subject of which is arranging road transport of pallet shipments. The T&C form part of every Contract (Section 1751(1) CC).

1.3 The services are intended for Businesses and Consumers. In the Order the Principal states whether it orders as a company (Business) or as a private person (Consumer). The Principal's status is assessed according to the actual purpose of its actions. Article 22 applies to Consumers and takes precedence over the other provisions.

1.4 Deviating arrangements take precedence over the T&C in this order: (a) an individual written contract including a framework contract, (b) the Order confirmation, (c) these T&C including annexes, (d) the Price List.

1.5 The Principal's own terms and conditions do not apply unless the Forwarder expressly confirms them in writing.

1.6 The T&C and the Complaints Policy are published on venobo.eu in a form that can be saved and printed. Before sending the Order the Principal confirms that it has read and agrees with them. The Forwarder attaches them in PDF to the Order confirmation e-mail, keeps the version effective on the date of each Order and publishes previous versions on venobo.eu.

1.7 The Contract is concluded in the Czech language. Translations of the T&C, the website and e-mails into other languages are for information only; the Czech version prevails.

Article 2 – Definitions

2.1 Capitalised terms have the meaning given in Article 1 and in this Article.

2.2 "Price List" means the price calculated by the System calculator for a specific Shipment and the overview of surcharges and fees in Annex 1 and on venobo.eu/priplatky.

2.3 "Price" means the remuneration for arranging transport under Art. 8, i.e. the Forwarder's fee and the transport costs.

2.4 "Delivery" means handing the Shipment over to the Consignee or a person who apparently belongs to the Consignee, evidenced by the Carrier's document.

2.5 "Additional Costs" means the costs and fees under Art. 8.4.

2.6 "Carrier" means the person with whom the Forwarder concludes the Transport Contract, including its subcontractors.

2.7 "Shipment Number" means the unique Order number in the format SP followed by ten digits.

2.8 "Client Account" means a Business account in the client zone of the System that the Forwarder has verified and approved; payment by invoice is possible only while the Forwarder allows it (Art. 9.4).

2.9 "Order" means the Principal's proposal to conclude a Contract made in the System or by e-mail on the basis of the Forwarder's individual offer; it is also a forwarding instruction (Section 2472 CC).

2.10 "Sender" means the person stated in the Order who hands the Shipment over to the Carrier at the place of loading.

2.11 "Business" means a person concluding the Contract within its business activity or independent profession, or acting on behalf of such a person (Section 420 CC).

2.12 "Working Day" means a day other than Saturday, Sunday or a public holiday in the Czech Republic; for transport from abroad also in the country of loading.

2.13 "Transport Contract" means a contract for the carriage of goods (Section 2555 CC) or an international transport contract under the CMR Convention, concluded by the Forwarder with the Carrier in its own name on the Principal's account.

2.14 "Consignee" means the person stated in the Order to whom the Shipment is to be delivered at the place of unloading.

2.15 "Principal" means the Business or Consumer who places the Order and undertakes to pay the Price.

2.16 "SDR" means the Special Drawing Rights of the International Monetary Fund.

2.17 "Damage Event" means loss, destruction, damage or delay of the Shipment; several consequences arising from the same cause constitute one Damage Event.

2.18 "Consumer" means a natural person who concludes the Contract with a Business outside their business activity or independent profession (Section 419 CC).

2.19 "System" means the ordering system at venobo.eu including the calculator and the client zone.

2.20 "Contract" means the freight forwarding contract concluded under Art. 3, of which these T&C form part.

2.21 "CMR Convention" means the Convention on the Contract for the International Carriage of Goods by Road.

2.22 "Service Variant" means the transport variant chosen by the Principal in the System: Cheapest, Standard or Express (Art. 4.3).

2.23 "Shipment" means one or more pallets handed over for transport under one Order.

2.24 "Complaints Policy" means the Forwarder's complaints policy published at venobo.eu/reklamacni-rad, which supplements these T&C.

Article 3 – Conclusion of the Contract

3.1 Information on services and prices on the website is for information only and is not a binding offer. The Forwarder is not obliged to accept an Order.

3.2 In the Order the Principal provides the data under Art. 5.1, chooses the Service Variant, confirms its consent to the T&C and the Complaints Policy and declares that the Shipment contains no excluded goods (Art. 7). A Consumer also requests that performance start before the withdrawal period expires (Art. 22.3). By sending the Order the Principal makes a proposal to conclude the Contract.

3.3 The Contract is concluded when the Forwarder's e-mail confirming the Order with the Shipment Number is delivered. To a Principal without a Client Account the Forwarder also sends a pro forma invoice with a payment link; it processes the Order only after payment (Art. 9.1). If the confirmation deviates from the Order (in particular in Price or loading date), it is a new proposal which the Principal may accept expressly or by paying.

3.4 The Forwarder may reject an Order or cancel the Contract until the Carrier takes over the Shipment, in particular if:

a) the data on the Shipment or contacts are incomplete, incorrect or doubtful,

b) the Shipment is excluded or restricted under Art. 7,

c) no Carrier arranges the transport on the terms of the Order,

d) the Principal is in payment default or has exceeded its credit limit (for a Consumer only to the extent permitted by law),

e) there is a reasonable suspicion of a breach of law, international sanctions or these T&C,

f) a circumstance excluding liability under Art. 15 has occurred.

3.5 If the Forwarder rejects the Order or cancels the Contract under Art. 3.4(c) or (f), it refunds the Price paid. If it cancels for reasons on the Principal's side (points a), b), d), e)), it refunds the Price less the costs incurred and the cancellation fee under Art. 10.3. The Principal has no other claims in connection with the rejection or cancellation, except for damage caused intentionally or by gross negligence.

3.6 Acts under the Contract may be made electronically; written form includes e-mail and an act in the System. An Order outside the System (e.g. based on an inquiry) may be concluded only on the basis of the Forwarder's individual offer confirmed by e-mail.

3.7 Acts made from the Client Account, from an employee sub-account or from the Principal's e-mail address are deemed acts of the Principal. The Principal is responsible for securing its login data and for the authorisations of persons for whom it created a sub-account.

3.8 Records in the System and e-mail correspondence are evidence of the content of acts unless proven otherwise.

3.9 The parties may conclude a framework contract with different (in particular price) terms; individual Orders under it are separate Contracts.

Article 4 – Position of the Forwarder and the Carriers

4.1 The Forwarder undertakes to arrange, in its own name and on the Principal's account, the transport of the Shipment from the place of loading to the place of unloading (Section 2471 CC). The Principal undertakes to pay the Price.

4.2 The Forwarder is not a Carrier and does not perform the transport itself. It concludes the Transport Contract with the Carrier in its own name on the Principal's account. The Carrier is liable for the transport under the Transport Contract and the law; the Forwarder's liability is governed by Articles 13 and 14.

4.3 The Principal chooses the Service Variant:

a) Cheapest – arranging transport at the lowest price,

b) Standard – a balance of price and quality,

c) Express – the Forwarder books the Carrier's express service. A delivery date is guaranteed only if the Carrier guarantees it and the Forwarder expressly confirms it in the Order confirmation.

4.4 The Forwarder selects the Carrier for the chosen Service Variant with the care of a prudent forwarder (Section 2475 CC) from carriers holding a road transport licence and carrier's liability insurance; it does not verify other circumstances. The Forwarder informs the Principal of the Carrier after booking the transport (by e-mail and in shipment tracking).

4.5 The Forwarder may:

a) change the Carrier before the Shipment is taken over if the original Carrier refuses or fails to perform. If the change would mean a higher Price, the Forwarder makes it only with the Principal's consent; otherwise either party may cancel the Contract free of charge and the Price paid is refunded in full,

b) use groupage and network transport with transhipment and several Carriers,

c) use another forwarder to arrange the transport (Section 2473 CC),

d) use storage and handling services of third parties.

4.6 The Forwarder reflects the Carriers' operational requirements (packaging, dimensions, time windows, delivery procedures) in Annex 2, the Price List and the instructions in the System. The Carrier's conditions of carriage do not extend the Forwarder's liability or the Principal's obligations beyond these T&C unless the Forwarder made them available to the Principal before the Order and the Principal agreed to them.

4.7 The Forwarder passes on information on the status of the Shipment as received from the Carrier and is not liable for its accuracy or completeness.

4.8 The Forwarder follows the Principal's instructions. It points out an obviously incorrect instruction; if the Principal insists on it, the Forwarder is not liable for its consequences.

4.9 The Forwarder does not insure the Shipment and currently does not arrange additional insurance. The declared value of the Shipment serves to determine compensation and is not an instruction to insure (Section 2475 CC). The Forwarder recommends insuring the transported goods with the Principal's own insurer.

Article 5 – Obligations of the Principal and Shipment data

5.1 The Principal provides correct and complete data needed to arrange transport (Section 2476 CC), in particular:

a) the Sender and Consignee (name, address, phone, or the Consignee's e-mail),

b) the loading date and access restrictions (e.g. loading without a ramp),

c) the number, type and height of pallets, the total weight and, for a custom pallet, its dimensions,

d) the nature and value of the Shipment.

5.2 The Principal is responsible for the accuracy of the data even if provided by the Sender, Consignee or another person. Neither the Forwarder nor the Carrier verifies the data.

5.3 The Principal declares that it is entitled to send the Shipment, that the Shipment is not excluded under Art. 7 and that its transport does not breach the law or the rights of third parties.

5.4 The Principal ensures that on the loading date the Shipment is ready and the Sender is present with the equipment needed for loading, that the Consignee is present, enables unloading appropriate to the chosen service and takes over the Shipment, and that the necessary documents accompany the Shipment.

5.5 The Principal is liable to the Forwarder for the acts of the Sender and Consignee as for its own.

5.6 If the data do not correspond to reality (in particular weight, number or type of pallets, dimensions), the Forwarder may recalculate the Price according to the Price List. The basis is the Carrier's weighing or measuring record, a photograph or other reasonable evidence, which the Forwarder makes available to the Principal on request. The Principal compensates the Forwarder for damage and costs caused by incorrect data, including payments to Carriers and third-party claims.

5.7 The Principal is responsible for the compliance of the transport and the content of the Shipment with the law, including international sanctions.

5.8 By providing the Consignee's e-mail the Principal confirms that it is entitled to pass it on to the Forwarder for the purpose of informing about the Shipment.

Article 6 – Packaging and labelling

6.1 The Principal ensures that the Shipment is packed and secured to withstand normal transport, transhipment and storage in a groupage network. Minimum requirements are in Annex 2; recommendations are at venobo.eu/navod-zabaleni-palety.

6.2 Each pallet must be visibly labelled with the transport label the Forwarder sends to the Principal by e-mail (usually the Carrier's label). Previous labels must be removed. A "fragile" mark does not increase the Forwarder's liability.

6.3 Neither the Forwarder nor the Carrier is obliged to examine the content, weight or suitability of packaging; taking over the Shipment without reservation does not confirm the correctness of data or packaging.

6.4 If packaging is obviously insufficient, the Carrier may refuse or postpone transport; the costs of the wasted collection are borne by the Principal (Art. 10.3(c)).

6.5 The Forwarder is not liable for damage causally connected with insufficient packaging, securing or labelling. The Principal is liable for damage such a defect causes to other shipments, vehicles and third-party property.

6.6 Pallet exchange is not part of the service.

Article 7 – Excluded and restricted Shipments

7.1 The System cannot be used to order transport of a Shipment containing:

a) weapons, ammunition, explosives and pyrotechnics,

b) money, securities, valuables, precious metals and stones, jewellery, works of art and antiques,

c) narcotic and psychotropic substances,

d) live animals and plants, human and animal remains and biological material,

e) waste,

f) goods whose transport, export or import is prohibited, restricted, sanctioned or requires a permit the Principal does not have,

g) goods infringing intellectual property rights,

h) a Shipment exceeding the System limits (Annex 1).

7.2 Only on the basis of an individual inquiry and the Forwarder's prior written consent may transport be arranged for:

a) dangerous goods under the ADR agreement,

b) temperature-controlled and perishable goods,

c) excise goods outside free circulation,

d) medicines and medical devices requiring special conditions,

e) a Shipment with a value exceeding CZK 250,000,

f) goods under customs supervision or special regimes.

7.3 Takeover of a Shipment under Art. 7.2 by the Carrier without the Forwarder's written consent is not the Forwarder's consent.

7.4 If a Shipment under Art. 7.1, a Shipment under Art. 7.2 without consent, or a Shipment whose nature is concealed or misstated is handed over, the Forwarder or Carrier may refuse, stop, store or return it and, where required by law, hand it over to the authorities. The Principal compensates all damage and costs, including fines and damage to other shipments. A Principal that is a Business also pays a contractual penalty of CZK 10,000 for each such Shipment, CZK 50,000 for weapons, explosives and dangerous goods under ADR; the penalty is payable within 14 days of the request and does not affect the claim for damages.

7.5 The Forwarder or Carrier may open the Shipment if it cannot be delivered or returned, or if there is a reasonable suspicion that it contains an excluded or dangerous item or is damaged. It informs the Principal of the opening.

Article 8 – Price and Additional Costs

8.1 The Price is set by the System calculation for the data entered in the Order, or by an individual offer. It includes the Forwarder's fee, carriage, tolls and fuel and the Carrier's statutory liability. The System shows the Price including and excluding VAT.

8.2 VAT is charged in accordance with the law as of the date of the taxable supply.

8.3 The Price applies to the data stated in the Order. If reality differs, the Price is recalculated under Art. 5.6.

8.4 In addition to the Price the Principal pays Additional Costs incurred in connection with the Shipment for reasons on its side or on the side of the Sender or Consignee, in particular:

a) the Price difference for higher weight, number, dimensions or a different pallet type than stated,

b) a wasted collection, waiting and vehicle standing time beyond the Carrier's limit,

c) another delivery attempt, storage, refusal of acceptance and return transport,

d) costs caused by an incorrect address or a change of instructions after the transport was booked with the Carrier,

e) repacking and handling of an insufficiently packed Shipment,

f) customs duties, taxes, customs and administrative fees, fines and costs of detention by authorities,

g) costs caused by an excluded Shipment (Art. 7),

h) cancellation fees under Art. 10.

8.5 If the Carrier charges the Forwarder a justified item of Additional Costs, the Forwarder re-invoices it to the Principal in the documented amount. For a Principal that is a Business it adds an administrative surcharge of 15%, at least CZK 200. The Forwarder provides the Carrier's invoice on request. The Principal raises objections in writing within 14 days of receiving the invoice; an objection does not entitle it to withhold the undisputed part.

8.6 Changes to the Price List apply only to Orders sent after they take effect. Objections of a Business not raised within the period under Art. 8.5 lapse.

8.7 Amounts in foreign currency are converted at the Czech National Bank rate valid on the date of the taxable supply.

Article 9 – Payment terms

9.1 A Principal without a Client Account pays the Price in advance online by payment card, either when sending the Order or via the payment link sent by e-mail. Card payments are processed by Stripe. If the Principal does not pay within 3 days of the Order, and in any case by the loading date, the Order lapses; the Forwarder informs the Principal by e-mail.

9.2 For advance payment the Forwarder issues a pro forma invoice, after receiving the payment a tax document for the payment received, and after the transport is performed a final invoice. To a Principal with a Client Account it issues an invoice after the transport is performed or – if summary invoicing is agreed for the Client Account – one summary invoice for the jobs delivered in a calendar month. Invoices are payable within 14 days of issue unless another term is agreed for the Client Account. Documents are sent electronically; the Principal agrees to this. Additional Costs may be invoiced separately, even after Delivery, payable within 14 days.

9.3 A monetary debt is settled when the amount with the stated variable symbol is credited to the Forwarder's account, for card payment upon payment confirmation. The Principal bears its own bank fees.

9.4 The Forwarder may allow a Business with a Client Account to pay by invoice and set, change or withdraw a credit limit. Above the limit or after withdrawal the Principal pays in advance under Art. 9.1.

9.5 In case of default a Principal that is a Business pays default interest of 0.1% of the outstanding amount per day and compensation for the costs of recovering the claim of CZK 1,200 per claim (Government Regulation No. 351/2013 Coll.). A Consumer pays default interest at the statutory rate.

9.6 The Forwarder sends reminders on the due date and 7 and 14 days after it. If the Principal is more than 3 days in default, it may place new Orders only with advance payment. If it is more than 14 days in default, the Forwarder may suspend performance of other Contracts, block the Client Account and, to the extent the Carrier allows, instruct it to retain a Shipment not yet delivered; the Forwarder is not thereby in default.

9.7 The Forwarder may set off its due claims against the Principal's claims. A Principal that is a Business may set off only claims the Forwarder has acknowledged in writing or that have been finally awarded.

9.8 A Principal that is a Business may not assign claims under the Contract without the Forwarder's prior written consent.

9.9 The Principal notifies without undue delay any circumstances threatening its solvency (insolvency petition, enforcement, liquidation).

Article 10 – Change and cancellation of the Order

10.1 Until the Forwarder books the Shipment with the Carrier, the Principal may change the loading date, contact details, street and the Consignee's e-mail free of charge in the client zone or via the link in the confirmation e-mail. A change of city or postcode (which changes the Price) is handled by the Forwarder on request.

10.2 After the transport is booked with the Carrier, a change may be requested; the Forwarder arranges it only if the Carrier allows and is not liable for its performance. The Principal pays the extra costs charged by the Carrier for the change; a Principal that is a Business also pays a fee of CZK 200.

10.3 The Principal may cancel the Order in the client zone, via the link in the confirmation e-mail or by e-mail to support@venobo.eu:

a) until the Forwarder has booked the Shipment with the Carrier – free of charge; the Price paid is refunded in full to the payment card,

b) after booking with the Carrier and before the vehicle arrives – the Principal pays the amount the Carrier charges for the cancellation and a cancellation fee of 30% of the Price, at least CZK 300; Art. 22.2(g) applies to Consumers,

c) after the vehicle arrives, if the Shipment was not ready or not handed over for reasons on the side of the Principal, Sender or Consignee (wasted collection) – the full Price and Additional Costs,

d) after the Carrier has taken over the Shipment, cancellation is not possible; the Principal may request stopping, return or a change of address if the Carrier allows it, and pays the Price and the related costs.

10.4 The cancellation fee is a lump-sum remuneration of the Forwarder and compensation of its costs, not a contractual penalty.

10.5 No cancellation fee is due if the Forwarder cancels the Contract under Art. 3.4(c) or (f) or under Art. 4.5(a).

Article 11 – Loading and delivery

11.1 The loading date chosen in the Order is planned. The earliest possible loading date is the next Working Day if the Order is sent by 12:00 and – with advance payment – paid without undue delay. If payment arrives later, the Forwarder may reasonably postpone the loading date. The loading time window is communicated in advance by the Forwarder or the Carrier.

11.2 The Forwarder neither states nor guarantees a delivery date, except for a date expressly confirmed under Art. 4.3(c). Transit time depends on the Carrier, the route and operations in the groupage network; the Forwarder is not liable for meeting the loading date or for the transit time.

11.3 The Shipment is delivered to the address stated in the Order. Acceptance is confirmed on the Carrier's document; the Forwarder makes the signed delivery note (POD) available to the Principal.

11.4 The Principal ensures that on acceptance the Consignee checks the number of pallets, the condition of packaging and any visible damage, records any defects specifically in the Carrier's document and takes photographs.

11.5 If the Shipment cannot be delivered (wrong address, absence of the Consignee, inaccessible place, refusal of acceptance), the Forwarder requests the Principal's instructions by e-mail and phone. The Principal gives them within 1 Working Day.

11.6 If the Principal does not give instructions in time, the Forwarder returns the Shipment to the Sender or stores it, all at the Principal's expense. The Shipment may be sold only under the conditions set by law (Section 2477(2) CC in conjunction with Sections 2126 and 2127 CC), after a prior written notice and the expiry of at least 30 days from its delivery; the Forwarder pays the proceeds after deducting justified claims to the Principal.

11.7 Refusal of acceptance by the Consignee does not release the Principal from paying the Price and Additional Costs.

Article 12 – Claims

12.1 Claims are made by the Principal via the form at venobo.eu/reklamace, in the client zone or by e-mail to support@venobo.eu. Details are set out in the Complaints Policy.

12.2 To preserve claims against the Carrier and the Forwarder, the Principal makes a claim for:

a) visible damage or a missing pallet – by a note in the Carrier's document on acceptance and a claim within 24 hours of Delivery,

b) hidden damage – without undue delay after discovery, at the latest within 2 Working Days of Delivery,

c) loss of the Shipment – the Shipment is deemed lost when the Carrier confirms it, at the latest if not delivered within 30 days of takeover by the Carrier; the claim must be made at the latest within 60 days of takeover by the Carrier,

d) delay – only if a delivery date was expressly confirmed (Art. 4.3(c)), within 7 days of Delivery,

e) invoicing and other defects of the Forwarder's service – without undue delay after discovery.

12.3 For a Business, missing the periods under Art. 12.2 means that the Shipment is presumed delivered complete and undamaged unless the Principal proves otherwise, and that the Forwarder is not liable for damage that cannot be claimed against the Carrier because the Carrier rejected the claim as late. Without a note under Art. 11.4 the Forwarder will not acknowledge visible damage or a missing pallet to a Business.

12.4 A claim contains the Shipment Number, a description of the defect, the quantification of damage and the requested method of settlement; annexes are listed in the Complaints Policy.

12.5 The Principal keeps the damaged goods, packaging and pallet in their original condition until the claim is settled and allows their inspection by the Forwarder, the Carrier and the insurer.

12.6 If a claim is incomplete, the Forwarder asks the Principal to complete it and states what is missing. If the Principal does not complete it, the Forwarder assesses the claim on the basis of the available information and justifies any rejection.

12.7 The Forwarder asserts the claim against the Carrier on the Principal's account, or assigns to it the rights under the Transport Contract and provides assistance. The Forwarder does not guarantee that the Carrier will accept the claim and pays compensation only to the extent received from the Carrier, unless it caused the damage itself (Art. 13).

12.8 The Forwarder settles a claim without undue delay, at the latest within 30 days of it being made; for a Business the period may be extended by agreement in a specific case if the Carrier's or insurer's statement is needed.

12.9 The Forwarder pays acknowledged compensation within 10 days of receiving payment from the Carrier or of acknowledging its own liability, after set-off of its due claims. Anything the Principal received for the same damage from the Carrier or an insurer is deducted.

12.10 The right of a Business to compensation for damage to the Shipment becomes time-barred after 1 year (Section 630 CC); for loss the period runs from the day the Shipment is deemed lost. This does not apply to rights arising from an intentional breach or to Consumers.

Article 13 – Liability of the Forwarder

13.1 The Forwarder is liable for damage caused by breach of its obligations under the Contract and for damage to a Shipment it took over itself, unless it proves that it could not prevent it (Section 2478 CC). The Carrier takes over the Shipment from the Sender under the Transport Contract, not on behalf of the Forwarder.

13.2 For loss, damage and delay of the Shipment from takeover by the Carrier until Delivery, the Carrier is liable under the Transport Contract and the law; for international transport under the CMR Convention, for domestic road transport under Section 9a of Act No. 111/1994 Coll., on Road Transport, which applies the CMR provisions on carrier liability. The Forwarder is liable for:

a) properly concluding the Transport Contract in accordance with the Order,
b) selecting the Carrier with the care of a prudent forwarder (Art. 4.4),
c) correctly passing on data and instructions to the Carrier,
d) asserting claims under Art. 12.7,
e) activities it performed itself.

13.3 The Carrier performs the transport independently and at its own responsibility, not as the Forwarder's agent. The Forwarder is liable for another forwarder (Art. 4.5(c)) as for itself.

13.4 The Forwarder is not liable for damage if and to the extent it is causally connected with the acts or instructions of the Principal, Sender or Consignee, incorrect data, insufficient packaging or labelling, the inherent nature of the goods, transport of a Shipment in breach of Art. 7, intervention by public authorities, a circumstance under Art. 15 or impossibility of delivery for reasons on the Consignee's side.

13.5 If the Principal contributed to the damage, the obligation to compensate is reduced proportionately. The Forwarder is not liable for damage caused by delay unless a date was expressly confirmed under Art. 4.3(c).

13.6 The Forwarder does not compensate a Business for contractual penalties and sanctions paid by the Principal to third parties or for damage from non-performance of its contracts with third parties.

Article 14 – Extent of compensation

14.1 Only actual damage is compensated: in case of loss or destruction the value of the Shipment at the place and time of takeover by the Carrier, in case of damage the difference in value. The Principal proves the value under the Complaints Policy.

14.2 The Forwarder does not compensate a Business for lost profit, indirect and consequential damage, loss of contracts or reputation. Compensation for damage for which the Forwarder is liable under Art. 13 (its own breach) shall not exceed the Price for the Shipment concerned. Damage to the Shipment during transport is compensated by the Carrier to the extent of its liability (usually at most 8.33 SDR per 1 kg of gross weight); the Forwarder pays it only to the extent received from the Carrier. A higher limit may be agreed only by an individual written agreement.

14.3 SDR are converted at the rate published by the International Monetary Fund on the date of the Damage Event, converted at the Czech National Bank rate.

14.4 The limitations under this Article do not apply to harm to a person's natural rights, to damage caused intentionally or by gross negligence, or to Consumers (Section 2898 CC, Art. 22).

Article 15 – Circumstances excluding liability (force majeure)

15.1 A party is released from the obligation to compensate damage if it proves that it was prevented from performing by an extraordinary, unforeseeable and insurmountable obstacle arising independently of its will (Section 2913(2) CC), e.g. a natural disaster, extreme weather, war, epidemic, border closure, blockades, decisions of public authorities or a widespread outage of energy or IT infrastructure.

15.2 An obstacle on the Carrier's side is deemed an obstacle on the Forwarder's side if it would meet these criteria for the Forwarder and the Forwarder could not reasonably arrange substitute performance.

15.3 The affected party informs the other party without undue delay; the time for performance is extended by the duration of the obstacle. Costs caused by the obstacle (delay, storage, rerouting) charged by the Carrier are borne by the Principal.

15.4 If the obstacle lasts more than 30 days, either party may withdraw from the Contract. Monetary debts do not thereby lapse.

Article 16 – International transport and customs

16.1 Through the System the Forwarder arranges international road transport between the Czech Republic and Slovakia, Poland, Germany and Austria in both directions; to other European countries only on individual inquiry. One end of the transport is always in the Czech Republic.

16.2 The Principal is responsible for the correctness of documents and data needed for transport and customs clearance, for payment of duties, taxes and fees and for agreeing the delivery terms (Incoterms) with the Consignee; the Principal's arrangements with the Consignee do not bind the Forwarder.

16.3 The Forwarder does not provide customs representation unless agreed in writing.

16.4 If customs or another authority detains the Shipment, the Principal bears the costs and fines.

16.5 International road transport is governed by the CMR Convention. Under it the Carrier's liability is limited to 8.33 SDR per kilogram of gross weight and claims become time-barred within the periods under Art. 32 CMR; the same applies to domestic transport to the extent of Section 9a of the Road Transport Act. The Forwarder is not a Carrier and its liability is governed by Articles 13 and 14.

16.6 The sender's obligations under the Transport Contract and the CMR Convention incumbent on the Forwarder as the contractual sender are borne by the Principal, who reimburses the Forwarder for anything it had to pay to the Carrier.

Article 17 – Lien and right of retention

17.1 The Forwarder has a statutory lien on the Shipment to secure the Principal's debts under the Contract to the extent and for the period set by Section 2481 CC, in particular while it holds the Shipment or a person holds it on its behalf.

17.2 The Forwarder may retain a Shipment in its possession to secure a due claim under Section 1395 CC; it notifies the Principal of the retention without undue delay.

17.3 The Forwarder may realise the Shipment only in the manner and under the conditions set by law for enforcing a lien or right of retention (Sections 1359 et seq. and 1398 CC); mere non-payment after a request does not entitle it to sell. From the proceeds it keeps only justified claims and costs and hands the rest over to the person entitled.

17.4 At the Forwarder's request a Principal that is a Business provides reasonable security (an advance) within 2 Working Days if its solvency threatens to deteriorate.

Article 18 – Withdrawal, termination, Client Account

18.1 The Forwarder may withdraw from the Contract in particular if the Principal is more than 14 days in default with a monetary debt, provided false data or handed over an excluded Shipment, fails to cooperate, is insolvent, or if the Forwarder cannot perform without breaching the law.

18.2 Withdrawal does not affect the right to remuneration for performance provided and to reimbursement of costs.

18.3 Either party may terminate a framework contract for an indefinite period with 30 days' notice.

18.4 The Principal may cancel its Client Account at any time in the client zone if it has no Order in progress and no unpaid invoice. The Forwarder may cancel or block a Client Account for breach of the T&C. Orders and accounting documents are kept for the period required by law.

18.5 Provisions on liability, security, contractual penalties and dispute resolution survive termination of the Contract.

Article 19 – Communication

19.1 The parties communicate by e-mail at the addresses stated in the Order or the Client Account. The Forwarder informs the Principal by e-mail of the Order confirmation, payment, booking with the Carrier, dispatch and delivery of the Shipment. If the Principal provided the Consignee's e-mail, the Forwarder also informs the Consignee of the dispatch (without price information).

19.2 An e-mail is deemed delivered on the first Working Day after sending unless the addressee proves otherwise.

19.3 Acts in the System are recorded and assigned to the account from which they were made.

Article 20 – Personal data and commercial communications

20.1 The Forwarder processes personal data of the Principal, Sender and Consignee under Regulation (EU) 2016/679 (GDPR); details are in the Privacy Policy at venobo.eu/ochrana-soukromi. Use of cookies is governed by the Cookie Policy at venobo.eu/cookies.

20.2 The Principal ensures that it provided the data of the Sender and Consignee lawfully and to the necessary extent and informed these persons.

20.3 The Forwarder passes personal data to Carriers and processors to the extent necessary to perform the Contract.

20.4 The Forwarder sends commercial communications only with consent (Consent to Commercial Communications) or to existing customers about similar services to the extent of Act No. 480/2004 Coll.; they can be refused at any time. The day after Delivery the Forwarder may send the Principal a one-off satisfaction survey; the Principal can refuse it in the Order or via the link in the e-mail.

Article 21 – Governing law and disputes

21.1 The Contract is governed by Czech law, excluding conflict-of-law rules; this does not affect the protection granted to a Consumer by the mandatory rules of the state of their habitual residence.

21.2 The parties will first try to settle disputes amicably.

21.3 If the Principal is a Business, the general court of the Forwarder according to its registered office has jurisdiction (Section 89a of Act No. 99/1963 Coll.); for a Business with its registered office in another EU Member State the parties agree on the jurisdiction of the courts of the Czech Republic (Art. 25 of Regulation (EU) No 1215/2012). In disputes with a Consumer jurisdiction is determined by law.

Article 22 – Special provisions for Consumers

22.1 The T&C apply to a Consumer only to the extent they do not conflict with mandatory consumer protection provisions; deviating arrangements to the Consumer's detriment are disregarded (Section 1812 CC) and unfair terms do not bind the Consumer (Section 1813 et seq. CC). Doubts are interpreted in the Consumer's favour.

22.2 The following do not apply to a Consumer:

a) the contractual penalty under Art. 7.4 (the Forwarder may claim compensation for actual damage),

b) the administrative surcharge under Art. 8.5; Additional Costs are charged to a Consumer only to the extent stated in the Price List or communicated before the Order, or caused by the Consumer's conduct,

c) the lump-sum compensation of costs under Art. 9.5,

d) the second and third sentences of Art. 9.6, the second sentence of Art. 9.7 and Art. 9.8,

e) the presumptions and consequences under Art. 12.3; the periods under Art. 12.2 are recommendations for a Consumer and missing them does not result in loss of their rights,

f) the shortened limitation period under Art. 12.10 and the limitations under Art. 14.2; the Forwarder's liability to a Consumer is governed by law,

g) the cancellation fee under Art. 10.3(b) to the extent it exceeds the Forwarder's actual costs and the amount charged by the Carrier,

h) Art. 17.4 and Art. 19.2.

22.3 A Consumer cannot withdraw from the Contract under Section 1829 CC, as it is a contract for the transport of goods to be performed on a specific date (Section 1837(j) CC). In case this exception does not apply to the Contract, the Consumer expressly requests in the Order that the Forwarder start performance immediately, before the 14-day withdrawal period expires, and acknowledges that the right of withdrawal lapses upon full provision of the service (Section 1837(a) CC); if the Consumer withdraws after performance has started, they pay a proportionate part of the Price for the performance provided until withdrawal. Withdrawal may be sent to support@venobo.eu; a model form is in Annex 3. The Consumer's right to cancel the Order free of charge until the Forwarder has booked the Shipment with the Carrier (Art. 10.3(a)) is not affected.

22.4 Before concluding the Contract the Forwarder provides the Consumer with the information under Section 1820 CC (information on the Forwarder, characteristics of the service, Price including taxes, payment method, Additional Costs under the Price List, conditions of cancellation and withdrawal, claims); this information forms part of the Contract.

22.5 A Consumer makes claims under the Complaints Policy. The Czech Trade Inspection Authority (adr.coi.cz) is competent for out-of-court resolution of consumer disputes. The Consumer may also bring the matter to court.

Article 23 – Final provisions

23.1 The Forwarder may amend the T&C; the new version applies to Orders sent after it takes effect. For framework contracts the Forwarder notifies the change by e-mail at least 30 days in advance and the Principal may reject it and terminate the framework contract.

23.2 If any provision is invalid, the others remain in force.

23.3 The Contract including the T&C constitutes the entire agreement of the parties.

23.4 Annexes: Annex 1 – Surcharges, fees, periods and limits; Annex 2 – Packaging requirements; Annex 3 – Model withdrawal form (Consumer).

23.5 These T&C take effect on 1. 12. 2026.

Annex 1 – Surcharges, fees, periods and limits

This overview forms part of the Price List. The wording of the relevant articles prevails.

Item	Value	Article
Shipment	1–8 pallets; half pallet up to 500 kg, EUR and industrial pallet up to 1,200 kg each; total at most 5,000 kg; height at most 200 cm; custom pallet at most 230 × 180 × 200 cm	7.1 h)
Shipment value via the System	at most CZK 250,000 (higher only on inquiry)	7.2 e)

Tolls and fuel	included in the Price	8.1
Wasted collection, waiting, another delivery attempt, storage, return transport	as charged by the Carrier; Business + 15%, at least CZK 200	8.4, 8.5
Change of Order before booking with the Carrier	free of charge	10.1
Change after booking with the Carrier	Carrier's extra costs; Business + CZK 200	10.2
Cancellation before booking with the Carrier	free of charge, full refund	10.3 a)
Cancellation after booking with the Carrier	Carrier's fee + 30% of the Price, at least CZK 300 (Consumer only actual costs)	10.3 b)
Wasted collection	full Price and Additional Costs	10.3 c)
Lapse of an unpaid Order	3 days after the Order, at the latest on the loading date	9.1
Invoice due date	14 days, or per Client Account	9.2
Default interest (Business)	0.1% per day + CZK 1,200 per claim	9.5
Reminders / advance payment / suspension	on due date, +7 and +14 days / after 3 days' default / after 14 days' default	9.6
Claim for visible damage and missing pallet	note on acceptance + within 24 hours	12.2 a)
Claim for hidden damage	within 2 Working Days	12.2 b)
Loss of Shipment	deemed lost at the latest 30 days after takeover by the Carrier; claim within 60 days of takeover	12.2 c)
Settlement of a claim	within 30 days	12.8
Compensation limit (Business)	Forwarder's own fault: at most the Price for the Shipment; damage in transit: only what the Carrier pays (usually 8.33 SDR/kg)	14.2
Limitation of damage claims (Business)	1 year	12.10
Contractual penalty for an excluded Shipment (Business)	CZK 10,000; weapons, explosives, ADR CZK 50,000	7.4
Instructions for an undeliverable Shipment	within 1 Working Day	11.5
Security (Business)	within 2 Working Days	17.4

Annex 2 – Packaging requirements

1. The goods are on an undamaged pallet with sufficient load capacity and do not overhang its footprint.
2. Heavier goods are at the bottom, the load is evenly distributed and secured against shifting.
3. The pallet is tightly wrapped in stretch film and secured with straps or corner protectors so that it keeps its shape during normal handling and transhipment.
4. Fragile goods have internal padding; protruding parts are not permitted.
5. The transport label sent by the Forwarder is on a visible side of each pallet; old labels are removed.
6. Machines are transported without operating fluids.
7. The pallet height including the load does not exceed 200 cm and the weight corresponds to the Order.

Annex 3 – Model withdrawal form (for Consumers)

To: VENOBO s.r.o., Veveří 131, 616 00 Brno, Czech Republic, e-mail: support@venobo.eu

I hereby give notice that I withdraw from the contract for arranging the transport of Shipment number:

Date of order:

Name and surname:

Address:

Date and signature (paper form only):