

General Terms and Conditions for Transport:

A. Transport Safety

1. The carrier and its driver are responsible for ensuring the safety of the cargo and must carry out regular inspections of the load.
2. The driver may park only in designated, fenced areas secured by cameras or security personnel.
3. Any suspicion of unauthorized access to the cargo space must be immediately reported by the carrier to the customer, and the journey must not continue without the customer's approval.
4. If unauthorized persons are found in the cargo space or in the event of theft, the driver is obliged to immediately call the police and inform the customer of all requested facts.
5. If visible damage to the cargo or packaging is discovered during loading or transport, the driver must immediately:
 - a. Interrupt loading/transport
 - b. Take photo documentation of the visibly damaged cargo
 - c. Inform the customer and send the photo documentation and a description of the cargo condition
 - d. Wait for and follow the customer's instructions regarding further actions
 - e. Record an exact report of the incident and damage in the CMR
6. ADR transport – In the case of transporting dangerous goods (ADR – European Agreement concerning the International Carriage of Dangerous Goods by Road), the carrier is responsible for ensuring that both the driver and the vehicle meet the required conditions for such transport. When the vehicle and driver enter the premises of the sender or recipient, they must comply with all applicable safety regulations of the specific location.
7. Transport under customs supervision – The carrier declares awareness of their obligations arising from the customs status of the shipment (e.g., submitting ENS prior customs declaration before entry into the EU, registering customs documents for shipments under the Transit regime, etc.).
8. ATP – For the transport of perishable goods, the carrier must comply with all applicable legal regulations and requirements. If temperature monitoring is required, the carrier must provide a thermograph record for the entire duration of the transport. The temperature recorder must comply with EC Regulation No. 37/2005. The cargo space must hold a valid ATP certificate. Depending on the nature of the goods, pre-cooling or pre-freezing of the cargo space to the transport temperature may be required before loading.

B. Termíny přepravy, nakládka a vykládka

1. The agreed loading and unloading times are fixed and binding; the carrier must comply, otherwise they will be liable for damages and penalties.
2. The carrier must immediately inform the customer of any facts that could affect loading/unloading schedules.
3. If the vehicle, duly presented for loading/unloading, is delayed by more than 30 minutes beyond the agreed time, the driver must inform the customer.
4. The driver must be personally present during loading and check the quantity and integrity of the goods. Any discrepancies must be reported to the customer immediately. If the driver does not have access to the loading, this fact and its reason must be stated in the CMR.
5. The driver is responsible for having all necessary documents before starting the transport. Any discovered discrepancies that cannot be resolved on-site must be reported to the customer.
6. If there is any doubt regarding the recipient (e.g., the recipient requests unloading at a different location), the carrier/driver must immediately request instructions from the customer. The driver or carrier is not allowed to unload at any address other than the agreed delivery address without customer approval.
7. The carrier will compensate the customer with CZK 5,000 for failure to meet the loading time and CZK 5,000 for failure to meet the unloading time. This penalty does not exclude compensation for any further damage caused.

8. Any contact with persons on the side of the sender, recipient, or any other involved party not listed in this contract is prohibited without the written consent of Jumbo Transport Czech s.r.o.
9. By accepting the order, the carrier agrees not to subcontract the transport to a third party without the prior written consent of Jumbo Transport Czech s.r.o.

C. Transport Quality

1. The cargo space must be enclosed, with a clean and dry loading area, free of odor, and the tarp/box must be undamaged before transport begins.
2. A tarpaulin vehicle must be equipped with a customs cable allowing the load to be sealed if needed. A box truck must allow sealing. The cargo area must be lockable. The use of vehicles other than with trailers must be expressly agreed.
3. Transshipment to another vehicle or handover of the transport to another carrier is prohibited without the prior written consent of the customer.
4. If the shipment is marked as Full Truck Load (FTL), loading any other goods onto the same vehicle is strictly forbidden.

D. Compensation

1. The payment term is 45 days, starting from the moment the customer receives all the following documents:
 - a. The original order signed by the carrier or confirmed via email
 - b. Duly completed and recipient-confirmed CMR consignment notes (legible signature, unloading date/time, recipient stamp)
 - c. Duly completed and recipient-confirmed delivery notes
 - d. For transport under customs procedure, customs documents (T1, EX1, etc.) confirmed by the relevant customs office or exit customs office
2. If any document is missing, the transport charge does not become due, and the customer is not in default of payment.
3. Payment will be made via bank transfer to the bank account stated on the carrier's first invoice. Any change in the bank account must be notified in writing. Notification of a new bank account only on the invoice is not sufficient.

E. Other Provisions

1. The carrier shall, at its own expense, arrange cargo insurance under Article 29 of the CMR Convention (Decree No. 11/1975 Coll.) for at least CZK 6,000,000. By confirming this order, the carrier explicitly declares that such insurance is validly arranged.
2. Other rights and obligations arising from the transport are governed by § 2555 et seq. of Act No. 89/2012 Coll., the Civil Code, and in international transport by the CMR Convention (Decree No. 11/1975 Coll.).
3. Acceptance of this order with any addition or deviation is not considered acceptance of the contract proposal under § 1740(3) of the Civil Code, even if it does not substantially alter the order terms, and is considered a new offer.
4. The right to claim damages, in deviation from § 2569 of the Civil Code, may be exercised within one year from the date of receipt of the shipment or the agreed loading date.
5. This contract (order) is confidential and its terms constitute a trade secret. Neither party may disclose its content without the other party's consent unless required to protect rights or enforce the contract. Breach will result in liability for any damage caused.
6. A non-compete clause is agreed upon concerning the customer's clients. The carrier shall not offer or provide any services, including transportation, to the customer's clients during the term of this agreement and for one year thereafter. Each violation shall incur a contractual penalty of CZK 1,000,000, plus compensation for all damages, including lost profits.
7. This order must be accepted by the carrier either by email confirmation or impliedly by commencing the transport after receiving the order. Otherwise, the customer is released from the obligation to pay the invoice.

Please send invoices and confirmed transport documents electronically to: info@jumbotransport.cz
The invoice must include the order number of Jumbo Transport Czech s.r.o.

Thank you for the proper execution of the transport.