

**RULES FOR COLLECTION OF THE GOODS
AT FUEL DISPENSING TERMINALS OF ČEPRO**

1. GENERAL PROVISIONS

- 1.1 These Rules for Collection of the Goods at Fuel Dispensing Terminals of ČEPRO, a.s. (hereinafter also referred to as the "Rules") stipulate the conditions that the Carrier is obliged to observe when collecting and transporting goods at fuel dispensing terminals for ČEPRO customers in order to ensure proper identification of the person, who is collecting the goods and in particular to ensure safety in the transport of hazardous goods, electronic signing of documentation, and to prevent the risk of damage to property and health.

2. CARRIER'S OBLIGATIONS IN TERMS OF SAFETY

- 2.1 The entry to ČEPRO, a.s. fuel dispatch terminal and collection of goods is only allowed to the drivers of those carriers who concluded with ČEPRO the Agreement on Rules for Collection of Goods at ČEPRO Fuel Dispatch Terminals.
- 2.2 The entry ČEPRO fuel dispatch terminals and collection of goods will only be allowed to those drivers of the Carrier, who have been trained by ČEPRO in operational, security and fire regulations, clearance and transport regulations and other regulations related to the operation of the fuel warehouse and dispensing of goods at dispatch terminals, according to the valid Thematic Plan and the schedule of ČEPRO. This training is to be provided by agents of ČEPRO. Following the instructions of ČEPRO, the Carrier is obliged to ensure the participation of the drivers in the training and verification of their knowledge and is also obliged to ensure that the drivers shall observe the rules of the fuel warehouse, of which the drivers were informed and that the drivers shall observe the instructions of ČEPRO fuel dispatch terminal operating staff. Otherwise, or in case of any doubt about the authorization to collect the fuel, the fuel will not be given to the driver. The form of training, its content, frequency and validity, verification of knowledge, conditions of success and form of outputs are set by ČEPRO. Entry and annual periodic driver training is provided by ČEPRO to the Carrier and it is free of charge. However, if the training validity of the driver is withdrawn on the basis of the application of the provisions of the Penal Procedure Code and the driver is repeatedly trained for this reason, such further training will be carried out only after payment of the fee of CZK 500 by the Carrier.
- 2.3 The Carrier acknowledges and declares that it is aware of the fact that in the course of the collection of goods from ČEPRO fuel dispensing terminals, when filling a tank truck (AC), a filling agent is responsible for execution of the filling, within the meaning of the ADR Agreement and related legal regulations, as amended. Therefore, the drivers of the Carrier are obliged to execute the obligations of the Carrier in accordance with the applicable legal regulations, in particular the ADR Agreement as amended.
- 2.4 Unless mutually agreed otherwise, the Carrier is obliged to ensure that - in accordance with the rules for entering the warehouse, of which the drivers have been informed - its drivers shall not enter ČEPRO warehouses with fuels in illegal tanks (out of standard tank truck compartments) and/or with illegal equipment for fuel handling during its loading/unloading (e.g. equipment allowing to fill small or medium-sized tanks, such as buckets, canisters, barrels, etc.) (hereinafter referred to as "prohibited items") Entry to the fuel depot area outside / outside the AC chamber, unless otherwise agreed in specific cases, is prohibited and the vehicle will not be allowed into the area. In the event that such prohibited items are found on the driver during the inspection at the exit of the fuel dispatch terminal, these prohibited items, including the tank truck of the

Carrier, will be withheld by ČEPRO until the personal takeover of such items by the Carrier and, subsequently, such illegal will be sanctioned in accordance with the Penal Procedure Code. In the event that any fuel out of the tank truck normal chambers is found at the driver during the inspection at the entry/exit of the fuel dispatch terminal, the fuels, including the tank truck of the Carrier, will be withheld until the ownership is verified (e.g. until documents proving transport of such fuels are submitted). If the Carrier fails to prove the ownership of the fuel and if it does not present the transport documents, the retained fuel shall be destroyed by ČEPRO at the expense of the Carrier without the right to compensation for the Carrier. No vehicles which could, due to their damage, technical modification or other technical adjustments, endanger the safety or the environment will be allowed to enter ČEPRO warehouses. The same goes for the vehicles, which technical modifications or adjustments are in contradiction with the principles of ČEPRO Code of Ethics or good manners. The carriers and drivers of these vehicles will be dealt with in accordance with the Penal Code.

3. SIGNING OF THE DOCUMENTATION

- 3.1 Drivers of the Carrier are equipped with identification and signature card (hereinafter referred to as "Card"), which contain the signature certificate of the ČEPRO certification authority, enabling electronic documents to be signed electronically, meeting the requirements for a guaranteed electronic signature pursuant to Article 26 of Regulation (EU) No 910/2014 of 23 July 2014 on electronic identification and confidence-building services for electronic transactions in the internal market and repealing Directive 1999/93/EC and through which:
- i. the authorized driver logs in after entering the PIN correctly into the information system environment and selects orders of ČEPRO customers ready for collection at ČEPRO dispensing terminals; and
 - ii. the authorized driver electronically signs the necessary documents.
- 3.2 The drivers of the Carrier are obliged to electronically sign all documents issued by ČEPRO in relation to the goods that will be presented to them for signing (especially the delivery note issued at the automated terminal) after the Goods have been delivered before leaving the warehouse. If documents are submitted in paper form to the driver of the Carrier, the driver is obliged to sign these documents in the usual way. The Carrier, the drivers of the Carrier and any other persons associated with the Carrier must not modify in any way with the documents in electronic or paper form. The drivers of the Carrier are also obliged to take over and keep all originals or copies of documents that will be handed over to them by ČEPRO during the whole period of transport so that these documents are available for inspection throughout the entire period of transport. Documents issued in electronic form and signed by the Driver's guaranteed electronic signature, bearing the qualified electronic seal of ČEPRO and bearing a qualified electronic time stamp, shall also be reasonably available electronically throughout the journey and shall be referred to in the paper copy of the relevant documents available to the driver. The Carrier shall be responsible for signing and receiving all documents relating to the Goods collected by the driver, or for accepting their hard copies if the original of the document is provided to the Carrier electronically. ČEPRO tax warehouse rules allow the driver to issue a maximum of 1 DNL (bill of lading) per 1 chamber or 1 DNL (bill of lading) to multiple chambers of tank trucks. For security, qualitative and administrative reasons, it is not allowed to fill more than one customer order per tank chamber without the approval of ČEPRO and thus it is not possible to issue more than one bills of lading (DNL) per chamber of the tank truck.
- 3.3 In the event that the driver comes to collect Goods with a non-functional card, ČEPRO will issue a replacement card on the spot to the driver until the new card is issued in order to ensure

smooth collection and transport of Goods. If the replacement card is not returned, a fine of CZK 1,000 will be charged to the Carrier.

4. RULES FOR USING THE PORTAL

- 4.1 The Carrier is obliged to register the vehicle entering ČEPRO fuel dispatch terminal before the first entry of the vehicle to ČEPRO warehouse. For these purposes, Carrier uses the <https://vjezdyac.ceproas.cz/> (hereinafter referred to as the "Portal") website to provide ČEPRO with the required data about its drivers, vehicles and their operators and will provide the following valid and effective documents (electronically as scans): Technical card of the vehicle, ADR certification (document required in accordance with provision 9.1.3 of ADR) and for all tanks also a document proving regular inspection of the tank truck within the meaning of clause 6.8.2.4.5 of the ADR (in the Czech Republic such document is called TÜV Inspection Certificate), which either contains data on the number and 100% of the volume of the vehicle tank or (if not) such document must also be furnished by the Carrier. When updating the document validity the Carrier proceeds in the same way. The Carrier is responsible for the correctness, truthfulness and completeness through the Portal of provided vehicle data. The information provided by the Carrier will be subsequently inspected and may be edited by ČEPRO when entering the data into the system for purposes of tank truck filling and compliance with applicable legal regulations. The Carrier is obliged, after gaining access to the Portal, to check the correctness of the recorded data for its individual vehicles. The Carrier is also required to perform a check after each new vehicle has been registered, or following any change or amendment of already registered vehicles. The Carrier will be automatically informed about the changes made through the Portal. The Carrier is obliged to report the detected errors or irregularities in the registration without delay, but no later than 5 business days to the email address vjezdyAC@ceproas.cz. If the Carrier does not request correction of entered information it is expected that the information entered is valid, complete and up to date.<mailto:vjezdyAC@ceproas.cz>
- 4.2 The Portal displays all previously approved vehicles and drivers, including subcontractors and their drivers, for collection of goods from ČEPRO terminals on its behalf. By means of this Portal, the Carrier approves their drivers and vehicles for collection of Goods from ČEPRO, a.s. in their own name, and has the option to cancel these drivers or vehicles. The Carrier shall be liable for all purchases of Goods made by drivers and vehicles of its sub-carriers on its behalf as if these had been done by the Carrier himself.
- 4.3 Fees for express execution of a request or execution of a request entered outside the Portal are set as follows:

Request for express vehicle registration	CZK 2,000
Request for express extension of certificate validity	CZK 1,000
Surcharge for express requests entered on non-working days (Saturdays, Sundays and non-working days) and from 17:00 to 6:00	CZK 1,000
Surcharges for the personal cooperation of warehouse operator	CZK 1,000

These Rules are valid and effective as of 1 February 2020.