

TRANSPORT AND UNLOADING CONDITIONS

1. Introductory provisions

These conditions govern the rules for the transport, handling and unloading of containers supplied by the company Gift retail s.r.o.

By ordering transport, the Buyer confirms that they have read these conditions and agree to them.

2. Obligations of the Buyer

Before delivery, the Buyer is obliged to ensure:

- a sufficiently wide access road,
- safe passage for the truck,
- a sufficient handling area,
- a suitable place for storing the containers and unloading them,
- load-bearing ground,
- immediate notification of any changes essential to delivery.

The Buyer is responsible for the accuracy of all information provided to the Seller.

3. Access route

The access route must allow safe passage of the truck combination.

The Buyer is obliged to point out in particular:

- narrow roads,
- dead-end streets,
- low underpasses,
- power lines,
- tree branches,
- road load-bearing capacity limits,
- prohibitory traffic signs,
- other obstacles.

If the Buyer does not report these facts, they bear all related costs.

4. Ground

The Buyer is responsible for the technical readiness of the unloading site.

The unloading site must be:

- level,
- stable,
- sufficiently load-bearing.

Neither the Seller nor the carrier is liable for:

- subsidence of paving,
- damage to interlocking paving,
- damage to kerbs,
- damage to asphalt surfaces,
- rutting (wheel tracks),
- damage to grassed areas,
- damage to underground utilities.

If the Buyer does not demonstrate sufficient load-bearing capacity of the ground, the driver is entitled to refuse unloading.

5. Handling area

The Buyer is obliged to ensure a sufficient area for handling the container.

The Seller does not guarantee the possibility of:

- unloading behind a building,
- unloading over a fence,
- unloading over other obstacles,
- placement into confined spaces,
- precise positioning to the centimetre using a hydraulic loader crane.

Precise placement depends on the technical capabilities of the equipment used and the safety of handling.

6. Power lines and obstacles

The Buyer is responsible for checking the space above the unloading site.

Before unloading, the following must be taken into account:

- electrical conductors,
- public lighting,
- tree branches,
- roofs,
- pergolas,
- fences,
- other obstacles.

The driver is entitled to refuse handling if it could endanger the safety of persons or property.

7. Unsuccessful trip

An unsuccessful trip is deemed to be a situation where:

- access is not ensured,
- the unloading site is not prepared,
- sufficient load-bearing capacity is not ensured,
- the Buyer is not present,
- unloading is not possible for reasons on the Buyer's side.

In such a case, the Buyer is obliged to pay all costs associated with the transport.

8. Vehicle waiting time

If the vehicle is forced to wait for reasons on the Buyer's side, waiting time may be charged in accordance with the carrier's current price list.

9. Repeated delivery

If the transport has to be repeated for reasons on the Buyer's side, the Buyer pays the full price of the repeated transport.

10. Takeover of the container

The Buyer is obliged to take over the container immediately after unloading.

Any reservations regarding the condition of the container must be stated upon takeover (in writing – record/protocol/e-mail – with photographic documentation of the marked reservations and defects).

11. Photographic documentation

Both the Seller and the carrier are entitled to take photographic documentation of the unloading site and the course of the unloading.

The photographic documentation may be used as evidence in resolving complaints or disputes.

12. Permits

The Buyer is responsible for obtaining all any permits necessary and required for the entry of the vehicle, the occupation of public space, or the placement of the container on the property.