

General Terms and Conditions of the Offer

ROAD TRANSPORT OFFER - Solutions tailored to your needs

Attention

An offer concerns only the services explicitly listed therein and generally does not apply to goods requiring special treatment and restrictions (dangerous goods, temperature sensitive and excisable goods, firearms, ammunition, living animals, antiquities, works of art, other high-priced goods, and all goods of which the manufacturing, possession, and trade are illegal). The proposed prices include all activities required for quality execution of transport; however, if not otherwise specified beforehand, the prices do not include change of pallets, bringing the goods in or out of the desired place, any form of change in packaging, sorting or additional packaging of goods, costs derived from various customs procedures with payment of customs and tax duties, extra payments for third party services (port costs) or manipulations involving lifting platforms. Loading and unloading points must be accessible to standard trailer trucks or larger transport vehicles with trailers.

By delivering your cargo to cargo-partner for carriage you declare that you have verified the cargo weight in accordance with the applicable SOLAS regulations concerning the "Verified Gross Mass" effective from July 1st 2016 (available under www.imo.org) and indemnify cargo-partner its agents and partners from any and all damage resulting from an incorrect weight specification, including but not limited to penalties due to the excess of maximum payload, damage/delay due to the unloading of consolidated third party cargo or delays in the loading of the ocean vessel.

Validity

The offer is valid for 15 days unless specified otherwise in the offer itself. The offer is considered binding for the offer or only if it is stated explicitly in the offer that it is binding. The offer is prepared on the basis of all available package information and current market conditions. If it is later established that package information (dimensions, weight, packaging, final delivery destination) deviates considerably from initial specifications or that it was significantly modified, we reserve the right to change the price accordingly. By confirming the offer in writing or by ordering the service, the client at the same time accepts all terms and conditions pertaining to the offer.

Payment terms

Unless agreed otherwise, payment deadline is 15 days from the date specified on the receipt. All prices and payments are specified and conducted in the EURO currency. The prices provided in the offer do not include value added tax. Value added tax will be determined based on the net amount specified on the receipt and the effective tax rate on the date of invoice. All costs incurred due to delayed payment or even non-payment of invoice will be charged exclusively to the client—the payer of the invoice.

Preparing the parcel for collection

Prior to shipping, every parcel must be correctly labeled and—depending on the mode of transport—adequately and sufficiently packaged or wrapped. Cargo must be packaged such that it is protected from the usual risks of transport and manipulation; packaging must ensure that the internal contents of the cargo cannot be reached in absence of visible damages to the packaging. If the parcel is insufficiently labeled or even if the packaging is inappropriate or damaged, we reserve the right to temporarily cancel collection and shipping of the parcel/consignment.

Terms and Conditions

In the prearranged route, land transport may be substituted by air or sea transport, but within the frame of agreed route. In any case, our liability cannot exceed the frameworks established by the Warsaw Convention, or the conditions determined by CMR, CIM, B / L or AWB. Business operation is subject to "Terms and conditions of international freight forwarders Slovenia". Unless previously agreed in writing otherwise, the invoices shall be paid upon receipt. Consignee will be held liable for all costs originating in non-payment. By confirming the offer, both parties commit to accept the provision stated in "Terms and Conditions of international freight forwarders Slovenia" (Official Gazette of RS, no 67/09, date of publication 24/08/2009, effective date 25/08/2009), with the same validity and effects as if they were fully stated in the Offer.

Lien and Retention Right

As a security for its accounts receivable, arising from freight forwarding contract, cargo-partner d.o.o. shall have, under certain conditions stipulated by rules in force, the right of lien and retention on entrusted cargo, for as long as it is in its possession or for as long as it possesses a document that enables it to dispose with goods. The rights extend to cash that cargo-partner d.o.o. receives upon delivery of cargo to a recipient and/or other amounts or valuables handed to cargo-partner d.o.o. in exchange for cargo (e.g. sums received for the selling of goods performed by cargo-partner itself).

Cargo-partner's lien and retention rights, defined in the above paragraph, shall apply for accounts receivable towards the principal arising from the freight forwarding contract based on which cargo-partner d.o.o. possesses cargo, as well as for receivables towards principal originating in all previously concluded and executed contracts. It is considered that at the very moment that the offer is confirmed or concluded the agreement on lien is established. Lien arises as soon as cargo-partner d.o.o. is being handed the cargo or the document that enables cargo-partner to take possession of cargo. In case accounts receivable are not settled by the principal, cargo-partner reserves the right of out-of-court sale of the cargo upon which it holds lien and retention right, in accordance with applicable contractual obligations and right in rem.

AIR FREIGHT TRANSPORT OFFER - Your tailor-made solutions

Attention

The above offer excludes possible costs which are not considered as responsibility of cargo-partner, for example: unexpected warehouse manipulation charges, (re)packing, storage costs, release of the shipment to other customs brokers, customs inspection, sanitary/veterinary inspection, etc.. Forwarder's liability covers only damages that emerge as the result of shipper's negligence. Feel free to contact us in case you require any additional information. Given transit times are based on estimate transit times between airport of departure and airport of arrival and are non-bidding, as they carry only informational value.

Before the arrival/departure of a shipment, the recipient is obliged to provide a commercial invoice and a packing list (the list of goods). If the recipient fails to provide the above mentioned requested documentation, they are responsible to cover for all additional costs that are the result of retention of the shipment. The offer is not valid for cargo with special transport requirements and limitations (dangerous goods, temperature control, alcohol, cigarettes, food, etc.). The acceptance of terms and conditions of the offer shall be confirmed by client's written consent or by client placing an order.

Validity

The offer is valid for all departures in the stated period and is subject to space and equipment availability. The offer is prepared on the basis of current state and is completed when the business is concluded. We reserve the right to adjust the prices in case of significant air-freight rate changes and/or fuel and security charges imposed by selected Airline. If there is any change in cargo details (e.g.: weight, volume, dimensions), the transportation costs shall be adjusted accordingly.

Payment terms

Settlement and payment of all services shall be executed in EUR. If a price is not stated in EUR, the exchange rate shall be based on Bank of Slovenia exchange rates valid on the date of concluded service. Prices do not include 22 % VAT (if the destination is within the EU).

Terms and Conditions

In the prearranged route, land transport may be substituted by air or sea transport, but within the frame of agreed route. In any case, our liability cannot exceed the frameworks established by the Warsaw Convention, or the conditions determined by CMR, CIM, B / L or AWB. Business operation is subject to "Terms and conditions of international freight forwarders Slovenia". Unless previously agreed in writing otherwise, the invoices shall be paid upon receipt. Consignee will be held liable for all costs originating in non-payment. By confirming the offer, both parties commit to accept the provision stated in "Terms and Conditions of international freight forwarders Slovenia" (Official Gazette of RS, no 67/09, date of publication 24/08/2009, effective date 25/08/2009), with the same validity and effects as if they were fully stated in the Offer.

Lien and Retention Right

As a security for its accounts receivable, arising from freight forwarding contract, cargo-partner d.o.o. shall have, under certain conditions stipulated by rules in force, the right of lien and retention on entrusted cargo, for as long as it is in its possession or for as long as it possesses a document that enables it to dispose with goods. The rights extend to cash that cargo-partner d.o.o. receives upon delivery of cargo to a recipient and/or other amounts or valuables handed to cargo-partner d.o.o. in exchange for cargo (e.g. sums received for the selling of goods performed by cargo-partner itself). Cargo-partner's lien and retention rights, defined in the above paragraph, shall apply for accounts receivable towards the principal arising from the freight forwarding contract based on which cargo-partner d.o.o. possesses cargo, as well as for receivables towards principal originating in all previously concluded and executed contracts. It is considered that at the very moment that the offer is confirmed or concluded the agreement on lien is established. Lien arises as soon as cargo-partner d.o.o. is being handed the cargo or the document that enables cargo-partner to take possession of cargo. In case accounts receivable are not settled by the principal, cargo-partner reserves the right of out-of-court sale of the cargo upon which it holds lien and retention right, in accordance with applicable contractual obligations and right in rem.

MARITIME TRANSPORT OFFER - Your tailor-made solutions**Attention**

The above offer excludes possible costs which are not considered as responsibility of cargo-partner, for example: unexpected warehouse manipulation charges, (re)packing, storage costs, demurrage/detention costs, release of the shipment to other customs brokers, customs inspection, sanitary/veterinary inspection, etc.. Forwarder's liability covers only damages that emerge as the result of shipper's negligence. Feel free to contact us in case you require any additional information.

Given transit times are based on estimate transit times between port of loading and port of discharge and are non-bidding, as they carry only informational value. Before the arrival of a shipment, the recipient is obliged to provide a commercial invoice and a packing list (the list of goods). If the recipient fails to provide the above mentioned requested documentation, they are responsible to cover for all additional costs that are the result of retention of the shipment. The offer is not valid for cargo with special transport requirements and limitations (dangerous goods, alcohol, cigarettes, food, etc.). The acceptance of terms and conditions of the offer shall be confirmed by client's written consent or by client placing an order.

By delivering your cargo to cargo-partner for carriage you declare that you have verified the cargo weight in accordance with the applicable SOLAS regulations concerning the "Verified Gross Mass" effective from July 1st 2016 (available under www.imo.org) and indemnify cargo-partner its agents and partners from any and all damage resulting from an incorrect weight specification, including but not limited to penalties due to the excess of maximum payload, damage/delay due to the unloading of consolidated third party cargo or delays in the loading of the ocean vessel.

Validity

The offer is valid for all departures in the stated period and is subject to space and equipment availability. The offer is prepared on the basis of current state and is completed when the business is concluded. We reserve the right to adjust the prices in case of significant ocean freight changes and/or fuel and security charges imposed by selected Shipping Company. If there is any change in cargo details (e.g.: weight, volume), the transportation costs shall be adjusted accordingly.

Payment terms

Settlement and payment of all services shall be executed in EUR. If a price is not stated in EUR, the exchange rate shall be based on Bank of Slovenia exchange rates valid on the date of concluded service. Prices do not include 22 % VAT (if the destination is within the EU).

Terms and Conditions

In the prearranged route, land transport may be substituted by air or sea transport, but within the frame of agreed route. In any case, our liability cannot exceed the frameworks established by the Warsaw Convention, or the conditions determined by CMR, CIM, B / L or AWB. Business operation is subject to "Terms and conditions of international freight forwarders Slovenia". Unless previously agreed in writing otherwise, the invoices shall be paid upon receipt. Consignee will be held liable for all costs originating in non-payment. By confirming the offer, both parties commit to accept the provision stated in "Terms and Conditions of international freight forwarders Slovenia" (Official Gazette of RS, no 67/09, date of publication 24/08/2009, effective date 25/08/2009), with the same validity and effects as if they were fully stated in the Offer.

Ocean (Master) or house bills of lading dispatched to the shipper or other parties designated by the shipper are considered duly delivered at the time of dispatch and the risk of loss or delay of such documents in transit shall be borne by the shipper.

Lien and Retention Right

As a security for its accounts receivable, arising from freight forwarding contract, cargo-partner d.o.o. shall have, under certain conditions stipulated by rules in force, the right of lien and retention on entrusted cargo, for as long as it is in its possession or for as long as it possesses a document that enables it to dispose with goods. The rights extend to cash that cargo-partner d.o.o. receives upon delivery of cargo to a recipient and/or other amounts or valuables handed to cargo-partner d.o.o. in exchange for cargo (e.g. sums received for the selling of goods performed by cargo-partner itself). Cargo-partner's lien and retention rights, defined in the above paragraph, shall apply for accounts receivable towards the principal arising from the freight forwarding contract based on which cargo-partner d.o.o. possesses cargo, as well as for receivables towards principal originating in all previously concluded and executed contracts. It is considered that at the very moment that the offer is confirmed or concluded the agreement on lien is established. Lien arises as soon as cargo-partner d.o.o. is being handed the cargo or the document that enables cargo-partner to take possession of cargo. In case accounts receivable are not settled by the principal, cargo-partner reserves the right of out-of-court sale of the cargo upon which it holds lien and retention right, in accordance with applicable contractual obligations and right in rem.

OFFER WAREHOUSING SERVICES - Your tailor-made solutions**Attention**

Forwarders liability covers only damages that emerge as the result of shipper's negligence. Feel free to contact us in case you require any additional information. The offer is not valid for cargo with special transport requirements and limitations (dangerous goods, temperature control, alcohol, cigarettes, food, etc.), unless agreed otherwise in writing. The acceptance of terms and conditions of the offer shall be confirmed by client's written consent or by client placing an order.

Validity

This offer is valid as defined above unless agreed otherwise by both parties. Surcharges are subject to change.

Payment terms

Settlement and payment of all services shall be executed in EUR. If a price is not stated in EUR, the exchange rate shall be based on Bank of Slovenia exchange rates valid on the date of concluded service. Prices do not include 22 % VAT (if the destination is within the EU).

Terms and Conditions

Our liability can not exceed the frameworks, established by the Warsaw Convention or the conditions of the CMR, CIM, B / L or AWB. Business operation is subject to general Slovenian International Forwarder’s Conditions. Unless previously agreed in writing otherwise, the invoices shall be paid upon receipt. Consignee will be held liable for all costs originating in non-payment. By confirming the offer, both parties commit to accept the provision stated in “Terms and Conditions of international freight forwarders Slovenia” (Official Gazette of RS, no 67/09, date of publication 24/08/2009, effective date 25/08/2009), with the same validity and effects as if they were fully stated in the Offer.

Lien and Retention Right

As a security for its accounts receivable, arising from freight forwarding contract, cargo-partner d.o.o. shall have, under certain conditions stipulated by rules in force, the right of lien and retention on entrusted cargo, for as long as it is in its possession or for as long as it possesses a document that enables it to dispose with goods. The rights extend to cash that cargo-partner d.o.o. receives upon delivery of cargo to a recipient and/or other amounts or valuables handed to cargo-partner d.o.o. in exchange for cargo (e.g. sums received for the selling of goods performed by cargo-partner itself). Cargo-partner’s lien and retention rights, defined in the above paragraph, shall apply for accounts receivable towards the principal arising from the freight forwarding contract based on which cargo-partner d.o.o. possesses cargo, as well as for receivables towards principal originating in all previously concluded and executed contracts. It is considered that at the very moment that the offer is confirmed or concluded the agreement on lien is established. Lien arises as soon as cargo-partner d.o.o. is being handed the cargo or the document that enables cargo-partner to take possession of cargo. In case accounts receivable are not settled by the principal, cargo-partner reserves the right of out-of-court sale of the cargo upon which it holds lien and retention right, in accordance with applicable contractual obligations and right in rem.

Attention! Liability insurance

Your shipment is not automatically insured during the transport. In some cases, including natural disasters or General Average, transporters cannot be held liable. Liability of transport organizer, i.e. cargo-partner d.o.o., is defined with transport documentation: WC, MC, CMR, CIM, or transport conditions stated in B/L and AWB. On your request, cargo-partner d.o.o. can conclude transport insurance: “cargo-partner against all risk” that includes insurance premium and our intervention. It covers damages that occur during the loading or off-loading the goods (optionally also “door-to-door” service) and general repayment in case of damaged or lost goods in the amount of total value of the subject shipment. Transport insurance is concluded solely on your written request and is concluded in accordance with general insurance conditions for transport.

BE OUR WHISTLEBLOWER: If you are aware of any type of wrongdoing, violations or illegal actions, please report it via website whistleblowing or send the detailed description to e-mail: whistleblowing@cargo-partner.com We encourage you to speak up because WE TAKE IT PERSONALLY!

cargo-partner d.o.o.	Valid from	01/01/2019	Latest revision	26/08/2022
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General Terms and Conditions of the Offer – Addendum 1

ROAD, AIR FREIGHT AND MARITIME TRANSPORT OFFER AND OFFER FOR WAREHOUSING SERVICES

cargo-partner d.o.o. shall not be liable for any delays or other negative consequences which may arise as a result of the COVID-19 pandemic or as a result of actions taken by the government or other competent authorities as intervention measures. Governmental instructions/restrictions and the same measures by other competent authorities may impact the feasibility of transport orders or the provision of other services under these general terms and conditions. There is a potential risk of confiscation of medical protective equipment or other essential goods as per individual countries’ jurisdiction, the situation could change quickly and without notice. Blockades and closures of roads/border stations/gateways/airports/ports and shortages of reefer plugs may cause delays in delivery and result in additional costs like container and truck demurrage, storage costs or others. Any such additional cost must be paid by the principal/cargo owner. cargo-partner will take all measures within its capacity to ensure a steady flow of goods and keep its customers’ supply chains up and running.

cargo-partner d.o.o.	Valid from	12/03/2020	Latest revision	13/05/2020
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General Terms and Conditions of the Offer – Addendum 2

cargo-partner d.o.o. (hereinafter referred to as: The Freight Forwarder) has the right to change the offer or contract prices in the event of extraordinary events that affect the amount of the prices offered. Extraordinary events are circumstances that could not have been foreseen at the time of confirmation of the offer or the conclusion of the contract – as well as they could not be avoided or deterred at the time of their occurrence.

In particular, the following situations are considered extraordinary events:

- 1) measures determined by acts of the competent authorities;
- 2) increase in prices of materials, fuels and other energy products, labor costs or operating costs (hereinafter: increase in prices of costs);
- 3) increase in prices of services of third parties and changes in conditions by third parties necessary for the execution of forwarding service, such as e.g. carriers, warehouses or insurance companies. This also applies to increases in the prices of third party services and negative changes in exchange rates, customs and tax rates and other similar expenditure (hereinafter: increase in prices of services);

Due to the increase in prices of costs or services, the Freight Forwarder may change the offer or contract price:

- a) if the price for an individual cost or service rises by more than 3.5%, or
- b) if the total increase in the prices of costs or services changes the offer or the contract price by more than 2%.

- 4) due to changes in the cost of living, the Freight Forwarder may change the offered or the contract price once a year in the amount of annual average inflation (consumer price index) published by the Statistical Office of the Republic of Slovenia.

Unless otherwise expressly stated in the offer or in the contract, the offer or contract price shall not be deemed to be binding on the Freight Forwarder. In the event of the Freight Forwarder's explicit commitment not to change the price due to changed circumstances, the Freight Forwarder may change the offer or contract price if it increases by more than 10% due to changed circumstances.

The Freight Forwarder reserves the right to refuse to accept the order in the event of the Client's refusal of changed offer or contract prices under this clause.

cargo-partner d.o.o.	Valid from	09/06/2022	Latest revision	09/06/2022
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