

GENERAL TERMS AND CONDITIONS OF COOPERATION WITH TRANSPORT COMPANIES

GENERAL PROVISIONS

The company cargo-partner d.o.o., transport in logistika, Zgornji Brnik 390, 4210 Brnik - Aerodrom (hereinafter: cargo-partner), is a company that, as part of its activities as a freight forwarder, also provides freight forwarding services and other accompanying transport activities. These General Terms and Conditions of Cooperation with Transport Companies apply to all transport services ordered by cargo-partner with the relevant document for ordering the transport service (Transport Order, Transport Order, Transport Order,...) or another mutually agreed method between the parties for placing transport service orders (via e-mail,...) (hereinafter all forms together: transport order).

The following shall be considered as confirmation of the transport order:

- explicit written confirmation of acceptance of the transport order;
- provision of data on loading / acceptance of goods / vehicle /..., from which it is clear that the acquirer of the order has started to execute the order (affirmative confirmation); or
- the recipient of the order starts executing the order without explicit confirmation (affirmative action).

COMMITMENTS AND OBLIGATIONS OF THE ACQUIRER OF THE TRANSPORT ORDER

Send your invoice and CMR consignment note immediately after the service is provided.

Prohibition of subcontracting:

By accepting our order you undertake that this transport is not assigned to any subcontractor without our written approval.

Co-loading:

If the shipment has been identified as "FTL" (full truck load) co-loading is strictly prohibited.

Customer protection:

Any contact with the participants in the cargo beyond the fulfillment of this contract is prohibited without our written approval!

CMR insurance:

By execution of the transport you confirm to have contracted a CMR insurance corresponding to Western-European Standards and covering the entire truckload. This has to be proved on enquiry.

For the execution of this transport order you may use only trucks whose license numbers are mentioned in the insurance confirmation submitted to us. Failing this we reserve the right to refuse loading and claim damages resulting for your omission.

Safety regulations:

The vehicle used for this order may not be operated unless being compliant with all legal requirements for road safety and load securing. Legal regulations about drivers working hours and mandatory rest periods have to be observed. Mandatory rest periods and other stops have to be spent on sufficiently supervised parking lots according to IRU-recommendation (www.iru.org) only.

The carrier is obligated to

- select driver and vehicle with the care of a prudent businessman
- continuously check the technical condition of the vehicle and immediately repair detected defects
- assess whether (a) the respective driver possesses a driving license valid in each transited country and is in sound physical and mental condition and (b) the vehicle including its accessories is roadworthy, complies with statutory requirements and suitable for the carriage of the cargo
- ensure that truck and payload are adequately guarded, particularly during rest or waiting periods en route. If the driver is forced to leave the vehicle, the vehicle must be locked and equipped with an activated anti-theft system. Vehicle keys and documents as well as freight documents must not remain in the vehicle. In no case the vehicle must be left for more than 2 hours.
- to verifiably instruct the driver about the present requirements
- to report any occurrence which could result in claims to the principal immediately.

The carrier and the driver have to organize and observe the written instructions required for transporting dangerous goods

When entering the shipper's or consignee's premises, the driver has to gather information on applicable on-site safety regulations and strictly adhere to the same.

Reporting requirements:

The contractor has to immediately inform the principal's person in charge about:

- any irregularities and discrepancies to the usual transport procedure
- the failure of meeting delivery times
- discrepancies between the specifications in the waybill and the transport order.

Payment:

Payment will only be effected against delivery of the following documents in original:

- CMR waybill confirmed by the consignee (signature, date and company's stamp). We will charge you EUR 30.00 / document for each late CMR or transport document. A transport document is expected no later than 7 days after the service has been provided for services performed within the territory of the European Union - and no later than 10 days after the service has been provided for services performed in RUS, CIS, STAN countries, the Baltic States and Scandinavia;
- In case of transports under a customs procedure: customs documents (T-1, EX-1 etc.) confirmed by the respective customs office of destination or customs office of exit.

The freight invoice has to contain SPOT ID and Billing Reference. If these requirements are not fulfilled, the original invoice will be returned without being booked.

Our bank transfer will be affected to the bank account notified by the carrier in his first invoice. A change of the bank account can only be considered after an explicit, written agreement. Information on the invoice about a changed bank account or an assignment/cession is not sufficient.

Payment terms:

- 14 days payment after receiving invoice – against 2,5 % sconto on agreed freight charges
- 21 days payment after receiving invoice – against 1,5 % sconto on agreed freight charges
- payment within 60 days after the service has been provided – without sconto on agreed freight charges

Mandatory minimum wage requirements:

By the acceptance of this order you are obliged to compensate your staff in accordance with the mandatory minimum wage requirements as provided by the applicable minimum wage legislation. Furthermore, by the acceptance of this order, you agree to comply with all the obligations of the employer in accordance with the law of the country in which the service is provided. You are obliged to indemnify cargo-partner from and against any potential liability to entitled employees according to the national legislation that provides for the minimum wage or other obligations of the employer. The indemnity obligation is also effective with respect to employees of subcontractors deployed by you and temporary employment agencies deployed by your subcontractors. In the event of an infringement of the aforementioned obligations by you, cargo-partner shall be entitled to terminate the respective order without notice. In addition cargo-partner has the right of retention against your due payments. Moreover you owe cargo-partner a contractual penalty amounting to € 7.500,- per violation.

Miscellaneous:

Freight charges include all transit expenses and additional charges (all in).

By taking over this transport order you herewith accept to provide the collected and delivered status as well as the Photo POD in real time via the link submitted together with this transport order. Should this for any reason not be possible at the time of executing the transport, the information has to be provided in retrospect no later than:

Status updates

- 24 hrs from contracted pick up / delivery date for Economy orders
- 24 hrs from contracted pick up / delivery date for Priority orders
- Immediately for Emergency orders via phone / email confirmation.

Photo of POD

- 72 hrs from contracted delivery date for Economy orders
- 48 hrs from contracted delivery date for Priority orders
- Immediately for Emergency orders after delivery.

Should the above not be executed, we reserve the right to deduct EUR 15.00 from the agreed freight bill.

In case of unjustified delay connected with loading and reloading we will charge you the amount of 150,00 EUR per day of delay. In case of a delay connected with reloading we will charge you for damage according to the statement of our customer.

In case of container transit, you must return the container within two calendar days after the pickup at the Port of Koper, otherwise you will be charged for holding the container. When picking up the container, you should immediately inform the cargo-partner office PE Koper (tel: 031 342 600 between 08:00 - 16:00) when the container will return to the Port of Koper.

This Order and all data and information in respect of the implementation of the Order constitute business secret. Business secret are deemed all data and information which are defined as such by the carrier or cargo-partner or such data and information for which it is obvious that they would cause considerable damage if disclosed to an unauthorised third party. Any transfer of business data, the distribution or publication thereof as well as any act, omission of act resulting in third party becoming acquainted with such data shall be deemed disclosure to third parties. The company transmitting the documents and data shall remain exclusive owner of such documents /data. The obligation to treat all data and information under this Order as business secret is permanent and does not end with the completion of the service under this Order.

By accepting our order, you confirm to adhere to all applicable laws in each country of the respective route and hold us harmless in this regard. Furthermore, cargo-partner reserves the right to charge the carrier for any damage caused to cargo-partner or their client for the carrier's non-compliance with the road or other regulations referred to in this paragraph.

We operate under the terms and conditions of the

- "Terms and Conditions of international freight forwarders Slovenia" (Official Gazette of the RS, no 67/09, date of publication 24/08/2009, effective date 25/08/2009)
- Convention on the Contract for the International Carriage of Goods by Road (CMR);
- Road Transport Contracts Act (Official Gazette of the RS, No. 126/03, 102/07 and 49/11 - ZPCP-2C); and
- Obligations Code (Official Gazette of the RS, No. 97/07 - official consolidated text, 64/16 - dec. US and 20/18 - OROZ631) and other relevant legislation in the field of transport,

unless otherwise stated in the conditions above.

All possible disputes arising from our cooperation will be settled by a court having jurisdiction in Ljubljana.

cargo-partner d.o.o.	Valid from	01.06.2020	Latest revision	19.01.2021
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ADDENDUM n°1

By confirming the transport order you confirm that you and your employees or transport operators meet and comply with all currently applicable measures and requirements of the countries in which the respective transport order is performed and relate to measures to contain the COVID-19 pandemic or the measures that are directly or indirectly related to achieve that objective.

Measures and requirements of business partners or other participants in the transport route, if they have a basis in the decisions of the competent authorities, are also considered as measures and requirements of countries – as well as – if you were duly informed of such measures and requirements before the transport.

Cargo-partner will reject any claim for damages for non-compliance with the above requirements and measures. In the event of any claim by business partners or third parties to cargo-partner for delays or other justified reasons resulting from non-compliance with the above requirements and measures, cargo-partner will claim damages from you.

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