

Based on the acceptance of the General Terms and Conditions of International Freight Forwarders of Slovenia at the meeting of the Executive Committee of the Freight Forwarders and Warehousemen Section, the Association for Transport at the Chamber of Commerce of Slovenia, and the approval of the Board of Directors of the Association for Transport, we publish in accordance with the provisions of Article 6 of the Act on Chambers of Commerce and the fifth indent of the second paragraph 10 Article of the Statute of the Chamber of Commerce of Slovenia new

## **GENERAL CONDITIONS** **operations of international freight forwarders in Slovenia**

### I. INTRODUCTORY PROVISIONS

#### **Article 1** **(Meaning of terms)**

The terms used in these terms and conditions shall have the following meanings:

- **forwarding and logistics services:** any services that the freight forwarder, within the scope specified in the contract and these conditions, performs for the customer and are related to the organization or implementation of transportation (carried out in one way or as a combined or multimodal way), collection, storage, packing or distribution of cargo, manipulations with it, as well as ancillary and consulting services related to these services; forwarding and logistics services also include services for arranging cargo insurance, providing documentation, paying costs, collecting or arranging payments, other financial services necessary for carrying out a forwarding or logistics undertaking, services required in customs, inspection, tax and other administrative procedures, logistical services with modern information and communication technology in the transport of goods,
- **freight forwarder:** a business company or an independent entrepreneur who, to the extent specified in the contract and these terms and conditions, provides forwarding services for the customer and all legal successors of such a business company or independent entrepreneur;
- **customer:** the person who, either by himself or through authorized agents or fulfillment assistants, places an order with the freight forwarder or negotiates with him to conclude a freight forwarding contract, or concludes a freight forwarding contract with him in any of the ways referred to in Article 6 of these terms and conditions;
- **carrier:** a person who undertakes to carry out a certain transport, or carries out this transport, regardless of the means of transport used and regardless of whether he carries out it himself or entrusts it to another operator;
- **third party:** any person who is not a party to the forwarding contract;
- **cargo:** any thing, substance or goods, including containers, pallets or other packaging or devices on or in which it is installed, which the customer specifies precisely and unequivocally and hands over to the freight forwarder for the purpose of carrying out the forwarding or logistics service and which is in accordance with in accordance with the applicable regulations and these terms and conditions, perform all services and manipulations that are necessary for the execution of a forwarding or logistics undertaking;
- **package:** if the regulation that needs to be applied in a specific case does not contain a definition of cargo, a single piece of cargo that is individualized and prepared in such a way as to enable its manipulation as an independent cargo unit is considered as cargo; if

the cargo is placed in containers, on pallets or on or in other similar devices, the container, pallet or other similar device is considered as cargo, unless it is on the transport documents that accompany the cargo, or if these documents have not yet been produced, on the documents on the basis of which the customer handed over the cargo to the forwarder, it is explicitly stated that individual packages within such a device are considered as packages; individual parcels within such a device are considered parcels only if they are precisely defined in the transport documents and the freight forwarder had the actual opportunity to inspect and count them upon acceptance of the cargo;

- **FIATA:** International Federation of Freight Forwarders Associations;
- **SDR:** special drawing rights; accounting unit whose value is calculated and published by the International Monetary Fund.

## **Article 2**

### **(Validity and interpretation of conditions)**

The general conditions apply to all forwarding and logistics services and are an integral part of the concluded forwarding or logistics contract or other contract, the subject of which is also the provision of forwarding or logistics services.

It is considered that the contracting parties have agreed on the application of these general terms and conditions if the agreement to this effect has been expressly included in the contract. It is also considered that the contracting parties have agreed on the application of these general terms and conditions if the clause stating that the freight forwarder operates according to these terms and conditions was written in the freight forwarder's offer or on the freight forwarder's order form used by the customer or in the freight forwarder's statement on the acceptance of the customer's order or in any other correspondence between the parties on the basis of which the forwarding contract was concluded.

To the extent that these conditions stipulate that the freight forwarder has the right to do or omit something, this does not mean that he is obliged to perform such a service or omission.

The provisions of these conditions, which refer to the limitations of the amount of the forwarder's liability, in the case where there are several injured parties, cannot be interpreted in such a way that each of them has the right to the compensation specified in these conditions, but only in such a way that all of them together have the right to such compensation, which is distributed among them in proportion to the amount of damage they have suffered.

## **Article 3**

### **(Conflicts of Regulations)**

In the event of a conflict between the provisions of these conditions and customs, customs or provisions of the applicable regulations, the provisions of these conditions apply, except in the case where the regulations are mandatory.

In no event shall these conditions be construed to extend the liability of the freight forwarder under applicable regulations.

## **Article 4**

### **(Titles of articles and chapters)**

The titles of individual articles and chapters are intended for the transparency of these terms and conditions and cannot be used to interpret individual provisions of these terms and conditions.

## II. GENERAL PROVISIONS ON FORWARDING CONTRACT

### **Article 5 (Content and method of execution of the forwarding contract)**

With the freight forwarding contract, the freight forwarder undertakes to conclude the transport contract in the name and at the account of the customer, or in his own name and at the account of the customer, and/or other contracts necessary for this and to carry out other agreed transactions and actions, and the customer undertakes, that he will fulfill all the conditions specified in the applicable regulations, the contract and these terms and conditions, so that the execution of the contract will be possible and that it will be in accordance with the provisions of XII. chapter of these terms and conditions and, in accordance with applicable regulations, gave the freight forwarder a certain payment and reimbursed him for his expenses.

To the extent that the method of representation is not expressly and in writing specified in the contract, it is considered that the freight forwarder can also act in the name and at the expense of the customer.

The freight forwarder is not obliged to conclude contracts in his own name and on his own account, except in the case referred to in Article 15 of these terms and conditions (freight forwarder with fixed payment) or in the case when he acts as a multimodal transport contractor and expressly assumes obligations by issuing a FIATA bill of lading for multimodal transport , which arise from this application.

The fact that payment of certain obligations to persons who participated in carrying out transport and other manipulations with the cargo or services related to it was carried out by the freight forwarder cannot be interpreted as evidence that he concluded the contract with them in his own name and on his own account , if the conditions from the previous paragraph of this article are not met for the contract to be concluded in this way.

Regardless of the provision of the third paragraph of this article, the freight forwarder never acts in his own name and on his own account when performing representation services in customs, tax, inspection, judicial and other procedures, including procedures before insurance companies, banks, etc.

### **Article 6 (Method of concluding and terminating the validity of the forwarding contract)**

A freight forwarding contract can be concluded by signing a document in which its contents are recorded, or by the customer's acceptance of the freight forwarder's offer, or by the freight forwarder's acceptance of the customer's order.

Irrespective of other provisions of these terms and conditions, the freight forwarder or the customer may indicate the acceptance of the other party's offer by means of conclusive conduct, which follows the receipt of such an offer and from which it is evident that they accept such an offer.

The fact that the freight forwarder acts in accordance with the provision of the second paragraph of this article is considered in particular if he starts performing the ordered service, unless he does so in order to prevent damage to the customer or for the latter to miss out on an obvious benefit.

It is considered that the customer acts in accordance with the provision of the second paragraph of this article, in particular, if, after receiving the offer, he hands over the cargo or documents related to it, or the necessary data or instructions, or otherwise enables him to start performing the forwarding service or start performing this permits the services if he pays the freight forwarder an advance for costs and/or payment for his work, if he does not prevent the freight forwarder from performing the service, knows or should have known that the freight forwarder has already started performing it or will start performing it, etc.

The forwarding contract ceases to be valid in the cases specified in it, in the applicable regulations and in these terms and conditions. Insofar as it is concluded for an indefinite period, it ceases to be valid even if any party withdraws from it (cancels it) in writing. In the case of such resignation, the customer who gave it does not need to state any reasons for the resignation. Unless otherwise specified in the freight forwarding contract, such withdrawal is subject to a notice period of 3 months, which runs from the moment the customer to whom the withdrawal was communicated receives it.

The provision of the previous paragraph of this article does not interfere with other provisions of these terms and conditions, which allow the freight forwarder to withdraw from the forwarding contract with immediate effect (without a notice period). In the event of such withdrawal, the contract is considered to cease to be valid at the moment when the customer receives the forwarder's statement that he withdraws from the contract.

#### **Article 7 (Commencement and termination of the freight forwarder's obligation)**

The freight forwarder's obligation begins at the moment of concluding the contract or at another time specified in the applicable regulations, these conditions or the contract, but not before the customer delivers the cargo to the freight forwarder at the agreed place, at the agreed time, in the agreed scope and in the agreed manner, in relation to with which the contract was concluded and all the necessary documentation and data and fulfills all other conditions prescribed by these conditions and the applicable regulations at any time, but ends at the moment of fulfillment of the freight forwarder's obligations from the contract or at the moment of termination of the forwarding contract or at another time specified in the applicable regulations, these conditions and the contract. In any case, the freight forwarder's obligation ends at the moment of destruction of the cargo or at the moment when its fulfillment has become impossible.

In any case, it is considered that the freight forwarder has correctly and fully performed the service, if he sent the cargo onward in the condition in which he received it, whereby the changes to it, which usually occur during the transportation of such cargo and manipulations with it or the implementation of other forwarding services in connection with it are not taken into account.

#### **Article 8 (Substantive definition of the concluded contract)**

In case of doubt as to whether the parties have concluded a forwarding or logistics contract, they are considered to have concluded a forwarding contract, as long as it is not

clear from the contract itself that they signed or from their mutual correspondence, on the basis of which it was concluded, that they expressly and unequivocally agreed to conclude a logistics contract.

In case of doubt as to whether the parties have concluded a forwarding or transport contract, they are considered to have concluded a forwarding contract, unless the subject of the contract is exclusively the performance of transport and the forwarder has explicitly and unequivocally stated in the correspondence on the basis of which it was concluded that undertakes to carry out such transport himself or such an undertaking was included in the text of the contract concluded by signing the document. Insofar as the customer gives the freight forwarder an order for the execution of transport, in which there is no clause that the freight forwarder must carry out this transport himself, it is considered that with its acceptance by the forwarder a forwarding contract has been concluded for the organization of the execution of this transport, whereby the forwarder retains the right , to carry out such transport himself at his own choice.

The provisions of these terms and conditions, which refer to the parties to the freight forwarding contract and their position, rights and obligations, are also applicable mutatis mutandis to the parties to the logistics contract and their position, rights and obligations, unless the parties have agreed otherwise in writing when concluding the logistics contract.

### **Article 9 (Typical forwarding business)**

Freight forwarding services are, in particular, but not exclusively:

- giving professional advice and participating in negotiations for the conclusion of contracts on the international sale of goods from the point of view of transport and other manipulations with it, providing insurance, performing customs and other formalities, etc.,
- determination of the most favorable transport routes and clauses that should be used in the contract for the international sale of goods in connection with the determination of the obligations of the parties regarding the organization of the transport of goods and related actions,
- provision of discounts and other benefits from carriers and other participants in the implementation of the forwarding undertaking,
- organization of collective forwarding and express transport,
- organization of all types of transport by all means of transport and along all transport routes, including multimodal transport and organization of physical distribution of cargo according to the door-to-door system,
- conclusion of transport contracts in all branches of transport,
- conclusion of contracts on loading, unloading, handling, sorting, packing, or the provision of these and similar services,
- conclusion of cargo storage contracts,
- conclusion of cargo insurance contracts,
- representation in customs procedures and performing customs formalities (customs representation),
- taking samples and determining the amount of cargo without issuing certificates,
- cooperation in the payment of freight delivered (COD),
- issuance of forwarding receipts as instruments for payments in goods traffic and issuance of other FIATA documents,
- issuing or providing transport and other documents,
- control of accounting accuracy of transport documents and calculations of transport and other costs,
- action to compensate for damage in cases of loss, damage or delay in cargo delivery,
- provision of transit permits and other documents,

- organizing the addition of ice and the feeding and watering of live animals,
- provision of services at international fairs, independent and special exhibitions and similar events,
- other transactions that are common in international freight forwarding.

**Article 10**  
**(Conditions of persons with whom the forwarder concludes contracts)**

In carrying out its business, the freight forwarder is entitled to accept the usual contracts, conditions, customs and tariffs of providers of rail, road, air, sea, inland waterway transport, other transport, port, storage and other services, customary contracts, conditions, customs and tariffs of providers of postal and courier services and the usual contracts, terms, conditions and tariffs of all other persons who are attracted to carry out business.

**Article 11**  
**(Use of typed documents - forms)**

The freight forwarder can use standardized documents (forms) that are customary in individual branches of transport or for individual services or manipulations in transactions concluded with providers of individual transports or with providers of other services or cargo manipulations.

To the extent that the documents from the first paragraph of this article contain clauses that limit or exclude the carrier's liability, the freight forwarder is not responsible for these clauses.

When the customer wishes to exclude certain clauses in normal transport documents, he must expressly and in time inform the freight forwarder in writing.

**Article 12**  
**(The forwarder's communication with the customer and the use of modern technology)**

The freight forwarder can communicate with the customer or with a person designated by the customer in oral or written form using all means of communication available to him. Insofar as the customer has not notified the forwarder of changes to the address or other information about him or another person with whom the forwarder must communicate according to his order, it is considered that the forwarder has communicated the message to the customer or such person in the correct way, if he forwarded it using the address and other information, which were known to him until then.

The customer must immediately notify the freight forwarder of any changes in data that are in any way important for the proper execution of the forwarding business, otherwise he bears all the consequences of such omission.

The freight forwarder has the right to use modern technology in his work, including devices that enable the forwarding business to be carried out without filling out and issuing transport and other documents in physical form.

**Article 13**  
**(Customer's right to dispose of cargo)**

By placing an order or by concluding a forwarding contract, the customer guarantees that he is the owner of the cargo, in connection with which the order is placed or the contract is concluded, or that, based on the express and valid authorization of the owner, he has the right to dispose of this cargo and also conclude a forwarding contract in relation to it. contract of which these terms are an integral part. The freight forwarder is not obliged to check these facts himself.

To the extent that the customer places an order or enters into a forwarding contract in relation to cargo that he does not have the right to dispose of in the sense of the previous paragraph of this article, he bears all the consequences of such behavior.

#### **Article 14** **(Transfer of the customer's rights from the forwarding contract)**

The customer must inform the freight forwarder if he transfers his rights from the forwarding contract to a third party, otherwise the transfer is not valid. The freight forwarder is liable to a third party within the limits of his obligations to his customer, unless otherwise agreed in writing.

Regardless of the provision of the first paragraph of this article, the customer cannot transfer his rights from the freight forwarding contract, which contains an agreement on freight forwarding with a fixed payment, to a third party without the express written consent of the freight forwarder.

#### **Article 15** **(Freight forwarding with fixed payment)**

The parties to the freight forwarding contract can agree that the freight forwarder will perform the service against the payment of a total sum (fixed fee forwarding; forfait). In such a case, the payment that belongs to the forwarder in accordance with the agreement between the parties, in addition to the payment for his work, also includes freight, customs representation costs, storage fees and other similar expenses that are absolutely necessary for the execution of the order.

To the extent that the parties have not agreed in writing in a clear, explicit and unambiguous manner that the service will be provided against the payment of a total sum, it is considered that no such agreement has been reached between them. The existence of such an agreement is never assumed.

To the extent that the forwarding contract was concluded for the organization of transport and the agreed payment undoubtedly also included the payment of the freight, such an agreement is not considered an agreement that the entire service will be provided against the payment of a total sum (forfait). In such a case, the freight forwarder is entitled to the reimbursement of all other costs incurred in the provision of the service (operational, overhead, and others), except for the reimbursement of freight. This provision also applies mutatis mutandis in the event that the forwarding contract is concluded for the organization of storage or other forwarding business and the agreed payment undoubtedly also included the payment of storage fees or the costs of another forwarding business.

The customer is obliged to reimburse the forwarder separately for the costs and remuneration for the work that are not covered by the flat rate. Such costs represent in particular, but not exclusively, the costs of customs duties, taxes, excise duties and other public duties and fees, insurance premiums and the costs of bank guarantees, general

breakdown contributions and costs for carrying out inspections and other checks and all tasks that are not normal, tasks, that require an unusually large amount of effort or time or tasks that are otherwise not necessary, but are useful for the customer. The additional reward, which is not covered by the flat rate, represents in particular, but not exclusively, the reward for the performance of all tasks that are not usual, tasks that require an unusually large amount of effort or time and tasks that are otherwise not necessary, but are useful for the customer .

### III. THE OFFER

#### **Article 16 (Scope of offer)**

The freight forwarder's offer includes only the transactions that are explicitly stated in it. To the extent that the transactions are not specified in the offer, it is considered that the offer refers to those transactions that are absolutely necessary for the fulfillment of the forwarding undertaking. The offer refers to cargo in such quantities and with such mass, dimensions, nature and properties that the freight forwarder could foresee or expect when submitting the offer, and to such circumstances that enable the unhindered and immediate implementation of manipulations with the cargo, but not to such circumstances that are not normal and to such tasks that require an unusual amount of effort or time.

This provision also applies mutatis mutandis to transactions carried out by the freight forwarder on the basis of a contract concluded with the signing of a document.

#### **Article 17 (Offer Effect)**

The freight forwarder is not bound by the offer, unless he has explicitly written in the offer that it is binding. In this case, the offer binds the forwarder only until the end of the deadline set for its acceptance. If this deadline is not specified, it is considered to be three working days from the day the customer was directly informed of the offer or it was delivered to him, or if it was sent to him, from the day he received it.

Regardless of the provision of the previous paragraph of this article, the freight forwarder's offer is not binding if, after its submission and before its acceptance by the customer, the circumstances on the basis of which it was prepared change in such a way that the freight forwarder would not have submitted it if he had known about them at the time her preparations.

Regardless of the provision of the first paragraph of this article, even after the acceptance of the offer by the customer or after the conclusion of the forwarding contract, the freight forwarder may in another way change those contractual conditions and components that are linked to the conditions of third parties over which he has no influence (e.g. if deterioration of the conditions under which persons required for the execution of freight forwarding operations, such as transporters, warehousekeepers or insurance companies, perform their services, or in the event of official measures, etc.). This also applies to price increases for third-party services and negative changes in currency exchange rates, customs and tax rates and other similar expenses.

#### **Article 18 (Conclusion of the contract by acceptance of the offer)**



The contract based on the forwarder's offer is concluded the moment the forwarder receives the customer's statement that he accepts the offer. An offer is considered accepted only if it has been accepted in full. The provision of Article 21 of these terms and conditions applies mutatis mutandis to the acceptance of the offer.

To the extent that the customer has written in the declaration of acceptance of the offer that he does not accept certain clauses in the offer, or to the extent that he has changed any of these clauses, it is always considered that he has rejected the offer and placed a new order and that the contract between him and the forwarder has not yet been concluded .

#### IV. ORDER (DISPOSAL)

##### **Article 19 (Conclusion of the contract with the acceptance of the order)**

In the event that the customer submits an order to the forwarder for the execution of freight forwarding operations, the forwarding contract is concluded at the moment when the customer receives the statement from the forwarder that he accepts the order, except in the case where the forwarder has informed the customer in a statement that he does not accept certain clauses in the order or , if he changed these clauses. In this case, it is considered that the freight forwarder has made an offer to the customer and that the contract has not yet been concluded between him and the customer.

In no case can the silence of the forwarder be considered as acceptance of the order.

The freight forwarder is obliged to carry out only the transactions that are explicitly stated in the order, which the forwarder has undertaken to fulfill and those transactions that are absolutely necessary for the fulfillment of the order. He is not obliged to carry out other forwarding operations, but if he does, he is entitled to payment for them and reimbursement of the costs he incurred in doing so (operational, overhead and other).

##### **Article 20 (Content of order)**

The order must contain all the essential components of the freight forwarding contract specified in these conditions and the applicable regulations at any time, so that its acceptance by the freight forwarder enables the conclusion of the freight forwarding contract, and in particular it must contain: information about the customer and his representative, information about the recipient of the cargo, all necessary information about the cargo and its characteristics (in particular, the warnings from Article 25 of these conditions and the exact description and trade name of the cargo in the Slovenian language, data on the quantity, quality, content, dimensions, weight, markings of the cargo, its value at the time of delivery, etc.), the precise specification of the ordered freight forwarding operations, instructions regarding the execution of these operations and the handling of cargo, including instructions relating to specifics in the implementation of customs and other formalities in connection with it, a warning about the possible rights of third parties on the cargo or the fact that this cargo violates or interferes with the rights of third parties, the conditions for its legal possession and manipulations with it, as well as other information necessary for the correct and timely execution of the given order.

The freight forwarder is not obliged to check the data from the previous paragraph of this article, but he has the right to check them, and the customer is obliged to enable him to carry out the check at his own expense.

#### **Article 21 (Order form)**

As a rule, the order is given in writing. As a general rule, an order placed verbally, by telephone or by other means of telecommunications must be confirmed on the same day if possible, but on the next working day at the latest. An order is considered to have been placed in writing if it was sent by post or if it was transmitted by fax, e-mail or other computer system for electronic data exchange in written form, suitable for permanent use and it was possible to unambiguously identify the customer as data delivery source. Any errors, mistakes and abuses in the transmission of the order via fax, other means of telecommunications, e-mail or other system for the electronic exchange of data in written form and all resulting damages and costs shall be borne exclusively by the customer. The burden of proof on

If the order is placed verbally, by telephone or by other means of telecommunications, but was not subsequently confirmed in writing in terms of the previous paragraph of this article, the freight forwarder is not responsible for any adverse consequences. This also applies in the event that the verbal order was later confirmed in writing, but the written order differed from the verbal one.

#### **Article 22 (Verification of signatures and authorization to sign)**

The freight forwarder is not obliged to check the authenticity of signatures and stamps on the order and other customer documents, as well as on the documents of persons acting under the customer's instructions or who for any other reason are involved in the forwarding business, nor their entitlement to sign or deliver these documents.

#### **Article 23 (Presumption of acting on behalf of or under the authority of the customer)**

For persons who, on the basis of certain facts, can be concluded to be acting on behalf of or under the authority of the client (e.g. persons who are in possession of the client's cargo, persons who use the client's vehicles, or who communicate in another way that they are with the client in a business relationship) or for persons located on the customer's premises, it is considered that they are authorized to perform all actions that must be performed by the freight forwarder and which require certain active behavior of the customer, to the extent that these actions have been performed (e.g. acceptance and handing over cargo, signing documents, giving statements, etc.). To the extent that such persons do not have such authorizations, all adverse consequences arising from this shall be borne exclusively by the client.

#### **Article 24 (Behaviour according to the customer's instructions)**

The freight forwarder is obliged to act according to the customer's instructions. To the extent that he does not have or cannot obtain these instructions, or to the extent that they are deficient or to the extent that the forwarder cannot act in accordance with them, or if the

order or instruction is illegible or poorly legible, obviously incomplete, unclear or contradictory, or becomes so later and is therefore not carried out, the freight forwarder must ask the customer to provide additional instructions and/or explanations. To the extent that this is not possible or to the extent that there is no time for this, the freight forwarder must act as required by the client's interests, and the client is obliged to reimburse him for all costs incurred as a result and to pay him additional payment for the increased scope of work. The provision of Article 21 of these terms and conditions applies mutatis mutandis to the provision of the customer's instructions and/or explanations.

## **Article 25** **(Mandatory notices in the order)**

The customer is obliged to explicitly warn the freight forwarder about all the particularities of the cargo, which are in any way important for the execution of the order, and in particular he is obliged to warn him of this if the subject of the order is or are:

- goods whose value equals or exceeds the value of 2 SDR per kilogram of gross weight, or goods that are packed in such a way that the value of an individual package equals or exceeds the value of 666.67 SDR,
- goods that are dangerous to the life or health of people or animals or represent a threat or a source of negative influences for other things or the environment or can cause any damage,
- goods which, in accordance with applicable regulations, are considered dangerous or may become so; the customer must provide the freight forwarder with its markings according to the prescribed classification, all necessary documentation and requirements and instructions for handling it (especially, but not exclusively, explosive, flammable and self-igniting, flammable, radioactive, infectious, caustic or corrosive substances are considered dangerous, peroxides, poisons),
- goods that can only be manipulated without coming into contact with other goods,
- goods that require special conditions of storage and handling and goods that require a special regime of maintaining temperature, humidity, etc.,
- jewelry, watches, works of art, antiques, precious stones or other valuables or expensive things, stamps, coins, unique objects, gold, silver or other precious metals, money, payment or credit cards, other means of payment, savings books, checks, bills of exchange, other securities, documents,
- food, food products, alcohol and alcoholic beverages, tobacco and tobacco products,
- entertainment electronics, data carriers,
- pornographic material,
- mortal remains,
- animals (live or dead) and parts of animals and animal products, plants, seeds, biological substances,
- waste, waste oils and other waste raw materials,
- perishable substances, goods with an intense smell,
- medicines, chemicals,
- weapons, ammunition,
- goods that, due to their properties, are subject to damage or breakdown, decomposition, breakage, rusting, rotting, drying, leaking, mold, worm infestation, the action of vermin or other pests,
- goods that are subject to spillage, decay, drying or natural loss,
- goods of large volume (over 3 m<sup>3</sup> per package) or mass (over 1000 kg per package),
- goods that require the use of special techniques and devices when carrying out manipulations with it (e.g. goods that can only be transported according to the regulations on carrying out extraordinary transports, goods with a disproportionate distribution of weight, etc.),
- sensitive goods, goods with an increased risk of theft,

- goods that could violate or interfere with the intellectual property rights of third parties,
- goods, the properties of which could in any way negatively affect the proper performance of the forwarding service, and other goods, the circulation of which is limited or permitted only upon fulfillment of special conditions prescribed in the applicable regulations.

Warnings from the first paragraph of this article and all instructions, no matter how important for the execution of the transaction, must be given in the order itself, so clearly that there is no possibility that the freight forwarder would have overlooked them, and in addition to the warning, the customer must remind the freight forwarder of the necessary safety and other prescribed measures in relation to the cargo entrusted to him. The mere delivery of documents from which the information from the first paragraph of this article is evident is not sufficient to fulfill the obligation to give a warning. In case of doubt as to whether such a warning should be given, it is deemed necessary to give it.

### **Article 26 (Consequences of failure to provide warnings)**

All costs and damages and all other consequences arising from the silence or inadequate transmission of information from Articles 20 and 25 of these conditions or incomplete or incorrect provision of this information shall be borne by the customer.

In the event that the freight forwarder was not aware of the information from Article 25 of these conditions or the fact that the cargo is encumbered with the rights of third parties or that it violates the rights of third parties, as well as in the event that the freight forwarding services are not all prescribed conditions have been met, but the customer does not remedy these deficiencies within 3 days from the day the freight forwarder asked him to do so, or within another deadline agreed in writing, the freight forwarder may withdraw from the contract with a simple statement sent to the customer:

- and return the cargo to the customer at the customer's risk and expense,
- if he cannot return the cargo to the customer or if such behavior would be associated with disproportionate costs, he can store the cargo at the customer's risk and expense,
- if the behavior from the previous paragraph is not possible or if such behavior would be associated with disproportionate costs or if the nature of the cargo or other characteristics related to it require it, the cargo may be sold at the risk and expense of the customer at a public auction or at a possible stock exchange or at the market price, and with the purchase price, he first settles the costs of the sale, then all his claims to the customer from the forwarding contract, and hands over the rest to the customer,
- in the event that the cargo threatens the safety of people or property or the environment, or if this is permitted or required by applicable regulations, the cargo may be destroyed at the risk and expense of the customer or handled in another prescribed manner, or may, at its own discretion, perform a forwarding service.

As far as the circumstances of the case do not allow for delay, the freight forwarder has the right to act in accordance with the provision of the previous paragraph of this article, without previously asking the customer to remedy the deficiencies.

Insofar as the freight forwarder does not perform the service, he is entitled to payment for the work performed and to the reimbursement of all costs incurred or to be incurred (operational, overhead and other, including costs incurred due to special manipulations with the goods) and to reimbursement damage caused to him, and to the extent that he performs the service, he is entitled to an additional payment due to the greater complexity of the service and to the reimbursement of all the costs he incurred during its implementation (operational, overhead and other).

It is considered that the freight forwarder has fulfilled all his obligations under the freight forwarding contract if, in accordance with the provisions of this article, he has organized the return of the cargo to the customer, or has stored, sold or destroyed it.

The customer does not have the right to demand compensation from the freight forwarder for damage that he or someone else has suffered as a result of the freight forwarder's conduct in accordance with the provisions of this article.

**Article 27**  
**(Consequences of defects in the order)**

The customer shall bear all consequences arising from an incorrect, incomplete, unclear, illegible or illegible, contradictory or late order.

**Article 28**  
**(Prohibited cargo)**

To the extent that the customer hands over drugs, contraband or other substances or things, the possession or circulation of which is prohibited, to the forwarder as a result of the performance of forwarding services, the forwarding contract is considered void in its entirety, and the customer is obliged to bear all the consequences of such an act and to pay the forwarder for the work already performed, to reimburse him for all damages (direct and indirect) and to reimburse him for all costs incurred as a result of the provision of forwarding services in connection with this cargo (operational, overhead and other). The freight forwarder is obliged to handle this cargo in accordance with the applicable regulations, and all costs and consequences of this handling must be borne by the customer.

**Article 29**  
**(Cargo that poses a threat or is perishable)**

If the cargo threatens the safety of other goods, property, the environment or people or otherwise represents a potential source of any damage, but the conditions for applying the provisions of Article 26 of these terms and conditions are not met, the freight forwarder shall, if the customer within 3 days from the date has been asked to do so by the freight forwarder, or does not provide appropriate instructions within another written deadline, at the cost and risk of the customer, he is entitled to handle this cargo in such a way that this danger is reduced or removed. The freight forwarder has the right to this cargo also:

- return to the customer, if possible and expedient, or
- store it in a warehouse that is suitable for its condition, but if this is not possible or if such behavior would be inexpedient, then
- sell at a public auction or at a possible stock market or market price or in another suitable way, and with the purchase price first settle the costs of the sale, then all your claims to the customer from the forwarding contract, and the rest must be handed over to the customer; insofar as the cargo cannot be returned to the customer or stored in another suitable warehouse or sold, the freight forwarder has the right
- to destroy in an appropriate manner at the cost and risk of the customer.

As far as the circumstances of the case do not allow for delay, the freight forwarder has the right to act in accordance with the provision of the first paragraph of this article, without previously asking the customer to give instructions.

The provisions of the first and second paragraphs of this article are also applied in the event that the freight forwarder notices signs of deterioration or other changes in the cargo that could reduce its value.

The customer does not have the right to demand compensation from the freight forwarder for damage that he or someone else has suffered as a result of the freight forwarder's conduct in accordance with the provisions of this article.

It is considered that the freight forwarder has fulfilled all his obligations under the freight forwarding contract if, in accordance with the provisions of this article, he has organized the return of the cargo to the customer, or has stored, sold or destroyed it.

### **Article 30** **(Delivery of documents and provision of access to cargo)**

The customer must deliver all the necessary documents to the forwarder in a timely manner and provide him with all the necessary information necessary for the execution of the order and provide him with unimpeded access to the cargo. The customer must hand over the documents and information in physical form to the forwarder. To the extent that he delivers them by means of e-mail, other electronic communication systems or other telecommunication systems, he bears all the consequences of such conduct.

It is considered that the customer did not deliver the necessary documents to the forwarder in time even in those cases when his business partners or other persons designated by him did not deliver such documents to the forwarder in time.

All consequences due to irregularity, invalidity, inauthenticity or other defects of the documents or their non-delivery or untimely or incorrect delivery to the forwarder shall be borne by the customer. The freight forwarder is not obliged to check the authenticity or correctness of the documents and does not assume any responsibility for the documents. The freight forwarder is also not responsible for irregularities or deficiencies in the documents that he filled out himself on the basis of inaccurate or incomplete data provided to him by the customer or a person authorized by him for this.

The freight forwarder is not obliged to deliver or take over the cargo by providing a guarantee.

### **Article 31** **(Payment of costs and forwarder's reward)**

When the customer concludes a contract with the freight forwarder, it is considered that he is also authorized to pay freight charges, taxes, customs duties, excise duties, damages, ransoms and other costs, and the rules specified in XII. chapter, and in particular the provision of Article 70 of these terms and conditions. The risk and all consequences of making payments are borne exclusively by the customer.

### **Article 32** **(Statement of ransom value and reference to INCOTERMS or similar clauses)**

The statement of the value of the ransom cannot be interpreted as a statement on the basis of which the customer could, in accordance with the provisions of the applicable regulations, assert the freight forwarder's liability for damages, which exceeds his

responsibility under these conditions and the applicable regulations, if the customer, when stating the value of the ransom, does not clearly and explicitly state that he has this indication as well as this purpose and if the conditions from Article 83 of these terms and conditions are not met.

To the extent that the freight forwarding contract or any document handed over to the freight forwarder by the customer or a person authorized by him for this purpose, refers to INCOTERMS clauses or other similar clauses with which the customer regulated the business relationship with his business partner from the sales contract or other contracts for the supply of goods (in particular the method of sharing the costs associated with the delivery of the goods), such clauses do not interfere with the obligation of the customer to pay the freight forwarder in full for his service and to reimburse him for all costs, even if in accordance with the agreed INCOTERMS clause or another similar clause in relation to his business partner from the sales contract or other contract on the supply of goods, he is not obliged to bear all or part of the costs associated with the removal of the cargo. The freight forwarder is obliged to claim payment for his services and reimbursement of costs from the recipient of the cargo only if he has undertaken to do so in accordance with the provision of Article 33 of these terms and conditions.

### **Article 33** **(Payment of costs and forwarder's payment by the recipient of the cargo and collection of ransom)**

To the extent that the customer and the freight forwarder agree in writing that the freight forwarder will claim reimbursement of costs and payment for the work from the recipient of the cargo, the customer is obliged to commit the latter to this in advance. In such a case, the freight forwarder carries out the recovery at the cost and risk of the customer in such a way that he retains the right to demand payment from the customer, if for any reason he would not succeed in collecting it from the recipient of the cargo. In the event that the freight forwarder informs him that he has failed to collect payment and/or costs from the customer's business partner, the customer is immediately obliged to pay these amounts to the freight forwarder himself. The freight forwarder is not obliged to provide any explanations about the reasons for the failure of recovery from the customer's business partner.

The agreement between the customer and the freight forwarder from the previous paragraph of this article must be given in such a way that it is unequivocally clear that the freight forwarder has agreed to it. The mere statement on the invoice or any other document handed over to the freight forwarder by the customer or a person authorized by him that the recipient of the cargo is obliged to pay the freight forwarder for his work and to reimburse him for his costs does not mean that the freight forwarder is obliged to collect payment for his work and reimbursement of the expenses he incurred from the recipient. The freight forwarder is obliged to act from the first paragraph of this article only if the forwarding contract contains a clause that the freight forwarder is obliged to demand payment for his work and reimbursement of his costs from the recipient of the cargo. If such a clause is not written explicitly and with a full description of the freight forwarder's obligations, but only with the use of abbreviations or other symbols, it applies,

The provision of the previous paragraph of this article also applies *mutatis mutandis* to the collection of ransom upon delivery of cargo to the consignee (COD).

To the extent that the freight forwarder agrees to collect cash on delivery (COD) for the customer from the consignee, he is entitled to accept cash or check or collect the cash using modern payment methods. The received amount must be transferred to any of the client's accounts or handed over to the client in another way, namely within 8 days from the

day it was received. The costs of transferring or handing over the received amount are borne by the customer, as well as negative exchange rate differences from the time of receipt of this amount by the freight forwarder to the time of its transfer to the customer, if the customer requested the transfer or delivery of the received amount in a currency that is not the same as the currency in to which the transfer was made.

The freight forwarder is not responsible for possible abuses in the execution of the payment, including possible payment with a dishonored check or other payment without cover or with counterfeit money. The freight forwarder is only responsible for delivering the recovered amount to the customer, and compensation claims against him that exceed the limits specified in these terms and conditions are not possible.

The freight forwarder, who executes the order regarding the payment of the customer's claim against the cargo recipient, does not test the validity of the order and does not assume a guarantee.

In the event that the recipient of the cargo refuses to pay the purchase price, the provision of Article 42 of these terms and conditions shall apply.

For the payment collection services referred to in this article, the customer is obliged to pay the freight forwarder a special compensation and to reimburse him for all the costs incurred in this regard.

#### **Article 34 (Change order)**

If the customer changes the order, the freight forwarder is obliged to act according to the changed order only to the extent that this is still possible. The forwarder is not responsible for the consequences of changing the order. The customer is obliged to reimburse the freight forwarder for all costs and damages incurred as a result of changing the order. In the event of a change in the order, the freight forwarder is entitled to an addition to the originally agreed payment, which corresponds to the amount of additional work the forwarder had to do due to the change in the order.

#### **Article 35 (Cancellation of the order or withdrawal from the contract)**

If the customer cancels the given order or withdraws from the contract, he is obliged to pay the freight forwarder for services already provided, and to reimburse him for all incurred costs, including costs incurred due to the cancellation of the order and damage.

#### **Article 36 (Reasonable use of the provisions of this chapter)**

The provisions of this chapter, with the exception of the rules on the form of the order from Article 21, apply sensibly regardless of the method used to conclude the freight forwarding contract, unless otherwise expressly stated in the individual article.

### **V. ACCEPTANCE AND DELIVERY OF CARGO**

#### **Article 37**



### **(Method of acceptance and delivery of cargo)**

The customer is obliged to deliver the cargo to the forwarder in accordance with the provisions of these conditions, namely at the agreed place, at the agreed time, in the agreed scope and in the agreed manner, otherwise it is considered that the delivery has not taken place.

When the cargo has been handed over or, in accordance with the provisions of the applicable regulations and these conditions, it is considered that the cargo has been delivered. The freight forwarder is obliged to hand over the cargo to the carrier or another person authorized by the customer to do so only if this person unequivocally proves that he has such authorization from the customer.

Unless otherwise agreed in writing, the freight forwarder is not obliged to ensure the execution of its loading when taking over the cargo, and not its unloading when handing over the cargo. To the extent that the freight forwarder or a person acting on the order given by the freight forwarder, in such a case, participates in the loading or unloading of cargo, it is considered that he acts at the expense and risk of the customer.

The freight forwarder is not obliged to hand over the cargo if the recipient is not ready to confirm its receipt in writing. The freight forwarder is also not obliged to take over the cargo, unless he is given the opportunity to inspect it and make comments to the person from whom he is taking it over regarding its condition, delay or other deficiencies known at the time of taking over.

### **Article 38 (Arrival of damaged cargo and procedure)**

If cargo arrives at the place of destination that is visibly damaged or with a visible shortage in terms of the documents on the basis of which the freight forwarder is entitled to take over the cargo, the freight forwarder, if he represents the customer there as the recipient, is obliged to inform the customer without delay that the cargo damaged or that it is delivered with a deficit, as well as about all events that are important for the customer and to take all that is necessary to protect his rights against the responsible person.

If the freight forwarder represents both the sender and the receiver at a transshipment location, he is obliged to protect the interests of both with the diligence of a good employer and to inform them about his work.

### **Article 39 (Conclusion of a transport contract by the customer)**

If the customer has concluded a contract for the carriage of cargo by sea, he is obliged to provide all necessary agreements on the conditions of disembarkation and embarkation that are customary in the ports concerned and other agreements that are customary for the carriage of cargo by sea.

The customer bears the costs incurred because the port organization or the shipowner did not fulfill the conditions for disembarkation and embarkation and other conditions that are customary in the port.

The provisions of the first and second paragraphs of this article shall also apply mutatis mutandis to cases where the customer has concluded contracts for the transport of cargo with other means of transport.

The customer also bears the costs incurred due to congestion in the port, shunting and assembly station and at other transport points, lack of storage space, lack of means of transport, waiting for the ship in the port and other means of transport in ports and at railway stations or in other places, overtime work, waiting on holidays and Sundays and interruption of work due to bad weather conditions or other circumstances.

**Article 40**  
**(Shipper's responsibility for carrier notifications)**

The freight forwarder is not responsible for notifications from the shipowner and his agent about the movement and arrival of the ship, as well as for notifications from other carriers.

**Article 41**  
**(Consequences of delay in transport and other manipulations)**

Unless otherwise expressly stipulated in these conditions or agreed in writing, all consequences of obstacles and delays in cargo transportation, its handling and other manipulations with it or services related to it are borne exclusively by the customer, with the right of recourse against the cause of the delay. This also applies to all costs incurred as a result of carrying out cargo manipulations at a time when these services are more expensive (night time, Sundays, holidays and other non-working days, etc.).

Regardless of other provisions of these conditions, the freight forwarder is not liable in any case for obstacles and delays caused by circumstances for which the freight forwarder is not responsible and circumstances that the freight forwarder could not avoid or prevent or due to force majeure, and is also not liable to suffer the consequences of such obstacles or delays.

**Article 42**  
**(Obstacles in the delivery of the cargo to the consignee)**

If the consignee refuses to accept the cargo or if delivery of the cargo is not possible for other reasons, the freight forwarder is obliged to inform the customer and at the same time take all necessary measures to store the cargo until a subsequent order is received. In the event that the freight forwarder does not receive such a subsequent order within the set deadline, or if it is not set, within 3 days from the day he requested it, the provision of Article 26 of these terms and conditions shall apply mutatis mutandis.

**Article 43**  
**(Obstacles to the removal of cargo)**

After receiving the order, the freight forwarder is not obliged to check whether there are legal or other obstacles to the removal of the cargo and whether there are import, export, transit or other similar restrictions.

Any costs and damage incurred in this connection shall be borne by the customer.

## VI. INSTRADATION

### **Article 44 (Lack of customer instructions)**

If the order or contract does not contain instructions about the transport route, the means of transport, the contractors and the method of carrying out the transport and other manipulations with the cargo or services related to it, the freight forwarder is not obliged to act in accordance with the provision of Article 24 of these conditions, but is authorized, to choose or combine the elements as required by the client's interests in the given case. This provision does not limit the freight forwarder's right to dispose of the cargo by collective forwarding.

### **Article 45 (The freight forwarder's right to determine the destination station)**

When the cargo is sent by rail and the customer indicates only the seat and address or residence of the recipient without specifying the destination station, the freight forwarder, if he does not have the opportunity to obtain the necessary explanations from the customer in time, has the right to send the cargo to the station that is most convenient for the customer. In this case, the forwarder is not responsible for choosing the station.

The provision of this article also applies mutatis mutandis to transport by other means of transport.

### **Article 46 (Collective forwarding)**

All shipments can be dispatched by the freight forwarder by collective forwarding, unless the customer expressly forbids this in writing. The freight forwarder has the right to the difference in the freight rate achieved by collective forwarding.

### **Article 47 (Certificate of acceptance and removal of cargo)**

The freight forwarder is obliged to issue to the customer, at his request and expense, a standard freight forwarding certificate on the acceptance and removal of the cargo. Unless otherwise agreed, such a certificate confirms only the type of goods (basic description) and the number of packages. To the extent that such a certificate also contains other attributes of the cargo, the freight forwarder is not responsible for their accuracy, unless he has assumed an express guarantee for the accuracy of this data and has also received additional payment for this.

### **Article 48 (The customer's duty to oblige his partner to comply with the forwarder's instructions)**

In the sales contract or other contract for the supply of goods, the customer is obliged to oblige his partner to follow the instructions given by the freight forwarder in relation to the transport of the goods and other manipulations with them and in relation to the provision

of other related services. The freight forwarder is not responsible for damage if the customer's partner does not follow his instructions.

## VII. DEADLINES

### **Article 49 (Shipper's liability for delay)**

The freight forwarder is only responsible for the delay if he has explicitly and unequivocally committed himself to this in a written statement and received additional payment for assuming this guarantee.

The fact that the order contains an indication of the deadline or the fact that the freight forwarder has communicated to the customer information about the estimated time frame for the performance of the service cannot in any case be interpreted as proof that the freight forwarder has undertaken to respect this deadline or time frame.

## VIII. PACKING AND PREPARATION OF THE CARGO FOR TRANSPORT AND OTHER MANIPULATIONS WITH IT

### **Article 50 (Customer's duty to pack and prepare cargo for transport and other manipulations with it)**

The customer or his partner, as experts in the cargo, are obliged to pack the latter using high-quality and reliable packaging materials, taking into account its characteristics, applicable regulations, packaging characteristics, transport route requirements, necessary manipulations and services related to the cargo, as well as the requirements of the means of transport and mode of transport, and otherwise thoroughly prepare it for the legal and smooth performance of transportation, handling and other manipulations, including manipulations necessary for the handling of cargo during transportation, its storage and its unloading at the destination. The cargo must be prepared in such a way that it is protected against all normal transport and handling risks and that its interior cannot be reached without visible damage to the packaging.

### **Article 51 (Transport and commercial packaging)**

The packaging in which the cargo is packed is considered to be transport packaging, the sole purpose of which is to protect the cargo from transport and manipulation risks and cannot be considered trade or commercial packaging, which must not be subject to damage during cargo manipulation and which is used to pack goods for the purposes of its delivery to the end user or for other commercial purposes. To the extent that the cargo is packed in commercial packaging, which must not be damaged during transport and other manipulations with it, before handing it over to the freight forwarder, the customer must additionally pack it in accordance with the provisions of Article 50 of these terms and conditions in order to prevent damage that may occur during these manipulations. comes.

The freight forwarder is not responsible for damage to the packaging that occurs as a result of transportation and other manipulations with the cargo.

**Article 52**  
**(Package marking)**

The customer or his partner are obliged to mark each package in a transparent, permanent and reliable manner so that the packages can be easily distinguished from each other and identified on the transport, insurance and other documents used in the manipulation of the cargo. If several parcels make up one shipment, this must be clearly marked on each parcel. Likewise, the customer or his business partner are obliged to place on each parcel in a transparent and permanent manner information about the recipient and other markings necessary to ensure appropriate, safe and legal manipulation with it and for the correct execution of the forwarding business (in particular markings from which it can be seen, that it is dangerous cargo, cargo with a large mass, cargo that requires a special method of manipulation, but if this is necessary for the legal and correct performance of the forwarding service, as well as markings from which it is clear that it is a cargo defined in Article 25 of these terms and conditions). All old markings that are on the cargo from previous manipulations with it and are no longer current must be removed or processed in such a way that they are no longer legible.

**Article 53**  
**(Warning about packaging defects)**

If the freight forwarder finds that the cargo is not packed or otherwise prepared for transport and other manipulations as it should be, he is obliged to warn the customer of these deficiencies, and the latter is obliged to heed this warning and carry out repacking. The freight forwarder is not obliged to identify such irregularities if he did not have the opportunity to inspect the packaging of the cargo.

This provision also applies in the event that the freight forwarder asks the customer to carry out changes in the method of packing or preparation of the cargo in order to ensure an easier, safer or more economical performance of the freight forwarding service in relation to him. If the customer or, under his authority, the forwarder, in such a case, combines several parcels into one, it is considered that the subject of the forwarding contract is one parcel.

If, as a result of waiting for the customer to eliminate the deficiencies from the first paragraph of this article, the customer could suffer damage, the freight forwarder is obliged to eliminate them himself at the customer's expense, but is not responsible for the possible consequences of such behavior. When eliminating these deficiencies, the freight forwarder has, among other things, the right to tear up the packages prepared by the customer and make several smaller packages from them, and for the purpose of determining the amount of his liability to the customer, regardless of this, it is considered that there was no increase in the number of packages.

The freight forwarder is obliged to pack the cargo only if he has expressly accepted this obligation in writing and in the case referred to in the third paragraph of this article.

The freight forwarder is not responsible for the consequences that could arise if the customer or his partner does not comply with the provisions of these conditions, which refer to the obligation to pack.

**IX. DETERMINING THE QUANTITY AND QUALITY OF THE CARGO AND TAKING  
SAMPLES**

**Article 54**  
**(Quantity acceptance and delivery of cargo)**

The freight forwarder accepts and hands over parcels only according to their number, taking into account the information on the documents on the basis of which he is entitled to accept or hand them over, and is not responsible for the quantity, quality, nature, value and content of the goods inside each parcel, nor for their weight, volume or other attributes, even if these are listed on the documents.

The freight forwarder accepts and delivers bulk cargo and other non-bulky goods only in accordance with the customer's instructions and is not responsible for its weight, quantity, content, nature or other attributes.

Weighing, measuring and more detailed counting or inspection of cargo and parcels is performed only by order and in case of obvious damage and shortage of cargo, otherwise with the charging of costs and additional payment.

The freight forwarder can also weigh the cargo with a person engaged in this business.

**Article 55**  
**(Quality acceptance of cargo)**

The freight forwarder does not act as an expert in the cargo and is not obliged to raise objections regarding its condition, nature or quality or regarding the cargo not conforming to the specification or samples, unless the cargo's defects are such that no average person could have overlooked them. a caring person.

**Article 56**  
**(Sampling)**

The freight forwarder takes and disposes of samples only at the customer's order or at the request of competent state authorities and other holders of public authority. The customer is obliged to reimburse the freight forwarder for all costs related to these tasks and to pay him an additional payment for their performance.

The freight forwarder is only responsible for taking samples from the cargo lot that was marked for him.

**X. CUSTOMS CLEARANCE**

**Article 57**  
**(Assuming the existence of an order for customs formalities)**

It is considered that by issuing an order for removal or acceptance of the cargo, an order to carry out customs formalities has also been given, unless expressly agreed otherwise in writing. The freight forwarder is obliged to report in the Intrastat system only on the basis of an express written order.

If the place of customs formalities is not specified in the order or in the regulations, it can be determined by the freight forwarder.

**Article 58**  
**(Method of Representation)**

Unless otherwise agreed in writing, in the process of carrying out customs formalities, the freight forwarder acts in the name and at the expense of the customer (direct representation), and if all the prescribed conditions are not met, in his own name and at the expense of the customer (indirect representation). The freight forwarder submits customs documents and performs other actions in the customs procedure based on the customer's data or the data of his business partner. The forwarder is not responsible if the data does not match the actual situation. The client is obliged to reimburse the freight forwarder and its responsible person for the resulting damage, including all subsequently assessed duties and penalties and the costs of procedures, namely at the freight forwarder's first request and without any restrictions, reservations, conditions or objections.

To the extent that administrative, criminal, misdemeanor or other proceedings have been initiated against the freight forwarder due to errors in the customs clearance procedure from the previous paragraph of this article or due to other errors for which the forwarder is not responsible, it is considered that this proceeding is conducted at the expense of the customer and at his expense. In such a case, the client is obliged to make available to the forwarder all the means, evidence and documents necessary in such a procedure, to relieve him of all its consequences at his first request, and to provide him with all the necessary assistance.

**Article 59**  
**(The customer's organization of transport and/or other services in the case of delayed customs procedures and customs procedures with an economic effect)**

As far as the freight forwarder performs customs representation for the customer, but not the organization of cargo transport and/or other services, the customer is obliged to ensure that the carrier, in the event that there are pending customs procedures and customs procedures with an economic effect related to this cargo, and other persons who are in possession of the cargo, with it and with all the customs and other documentation necessary for the correct completion of these procedures, act in accordance with the applicable customs regulations and the instructions of the forwarder and that the transport and other services are carried out in such a way that these procedures are completed in a timely manner and conclude in the prescribed manner.

In the event of non-fulfilment of the obligations from the first paragraph of this article, the customer is obliged to compensate the forwarder and his responsible person for all resulting damage, including all subsequently assessed duties and penalties as well as the costs of procedures, at the forwarder's first request and without any restrictions, reservations, conditions or objections.

**Article 60**  
**(Payment for the performance of customs representation business)**

The payment due to the freight forwarder for the organization of transport or other services does not yet include the payment for performing customs representation business. This payment always belongs to the freight forwarder in addition to the payment for the organization of transport or other services.

**XI. CARGO INSURANCE**

**Article 61**  
**(Cargo insurance based on express order)**

The freight forwarder is obliged to provide cargo insurance only on the basis of an express order for each individual shipment. The indication of the cargo value in the order is not considered as an order for its insurance. Likewise, insuring one shipment does not create an obligation for the freight forwarder to insure subsequent shipments of its customer.

In the event that the freight forwarder has assumed the obligation to provide insurance, this obligation always refers only to the conclusion of cargo insurance (cargo insurance), but not to the conclusion of other insurances.

**Article 62**  
**(Conclusion of an insurance contract)**

The order for cargo insurance must be placed before the freight forwarder starts providing forwarding services and must contain a clear indication of the desired insurance coverage and the risks that the insurance should cover. When these risks are not specified in the insurance order, the freight forwarder is obliged to insure the cargo only for normal transport risks. The freight forwarder has the right to choose the method of insurance and the insurance company at its own discretion and to agree to the general conditions set by the insurance company for the insurance, including the conditions relating to the usual deductible, unless the customer gives him different written instructions. The freight forwarder is not obliged to take out insurance that does not meet the conditions set out in Article 65 of these terms and conditions.

The freight forwarder is entitled to a special payment for the provision of cargo insurance and to reimbursement of related costs. This provision also applies mutatis mutandis to all business carried out by the freight forwarder in connection with such insurance (e.g. filing claims for the payment of insurance premiums, etc.).

**Article 63**  
**(Consequences due to the absence of insurance or deficiencies in relation to it)**

If the customer did not place an order for cargo insurance, or ordered only partial insurance, or provided incorrect information necessary for insurance, or otherwise made it impossible to conclude the insurance or caused its shortcomings, he himself suffers all the harmful consequences that arise as a result. This also applies if, in the event of an insured event, he does not enforce his insurance rights.

**Article 64**  
**(The forwarder's role in the event of an insurance claim)**

If the freight forwarder concluded a cargo insurance contract on the basis of the customer's order and an insurance event occurs, the customer is only entitled to the amount that the freight forwarder receives from the insurance company from the insurance company in the event that the freight forwarder makes a claim for payment of the insurance premium against the insurance company. By concluding an insurance contract, the freight forwarder does not assume any responsibility for the payment of insurance premiums for damages covered by this insurance.



The freight forwarder is under no obligation to make a claim from the first paragraph of this article on behalf of the customer.

To the extent that the freight forwarder concluded the insurance by acting as an insurer vis-à-vis the insurance company, in the event of an insured event, it is considered that he fulfilled all obligations to the customer in relation to this contract at the moment when he enabled him to exercise his rights from this contract vis-à-vis the insurance company .

**Article 65**  
**(Contents of the insurance contract concluded by the customer himself)**

If the contract for cargo insurance is concluded by the customer himself, he is obliged to ensure that this contract contains a clause on the exclusion of the insurance company's right of recourse against the freight forwarder, otherwise he bears all the costs and damage caused to the freight forwarder as a result.

**XII. PAYMENT FOR SERVICES AND REIMBURSEMENT OF EXPENSES**

**Article 66**  
**(Obligation to pay for services rendered and reimbursement of expenses)**

The customer is obliged to pay the freight forwarder for each service provided and to reimburse him for all costs in connection with the freight forwarding contract and its implementation (including those that appear after the entire service has already been performed and the customer has already paid the freight forwarder everything known up to that time costs in connection with it; such costs are, for example, subsequently calculated customs and other duties, undercharged freight, storage fee, payment for an extended stopover, etc.).

The customer has the obligation from the first paragraph of this article even if the freight forwarder, for reasons for which the customer or the persons working under his order are responsible, did not perform the service or did not perform it in full.

The client is obliged to reimburse the forwarder for the costs after they have been incurred, namely at his first request, whereby this provision does not interfere with the forwarder's right from Article 70 of these terms and conditions.

The costs from the first paragraph of this article include, in particular, but not exclusively, customs duties, taxes and excise duties, other public duties (including taxes, customs duties, taxes, excise duties and other public duties that are calculated subsequently), insurance premiums, bank charges guarantees, general breakdown contributions and costs for carrying out inspections and other checks, payments to third parties who participated in the provision of services, other expenses that third parties claim against the freight forwarder as a result of possession of the cargo at the expense of the third party and other costs that the freight forwarder accordingly is not contractually obliged to carry.

**Article 67**  
**(Method of determining the amount of payment)**

The amount of payment is determined by the tariff or contract. To the extent that this tariff is not agreed, and the contract does not define the payment amount, the forwarder's

tariff applies, which was in effect at the time when the individual forwarding service was performed.

If payment according to the tariff can be determined either on the basis of weight, volume, length, area, number of pieces or other characteristics of the cargo and there is no different written agreement or clause in the tariff, payment is determined on the basis of the criteria used by the freight forwarder in similar cases.

If the payment is determined in proportion to the value of the cargo specified in the invoice or other documentation delivered to the freight forwarder, the value on such invoice must be fair and must not be reduced by any discounts or other benefits. If the value on the invoice deviates from the fair market value, the freight forwarder can take the fair market value into account when determining the amount of payment. The fair market value is determined based on the stock market price, and if there is no such price, daily market prices, and if there is neither a stock market price nor a daily market price, based on the normal market value, with the relevant moment and place for determining the value being taken into account the moment and place of delivery of the cargo to the forwarder.

If the payment is determined on the basis of data other than the value of the cargo, and the freight forwarder finds that the customer or a person authorized by the customer has provided him with incorrect information, the freight forwarder is entitled to obtain the correct data at the customer's expense and then determine the amount of payment with their use, and to charge the customer for all the damage he suffered as a result of providing incorrect information.

Regardless of other provisions of these conditions, the freight forwarder is entitled to check the market value of the cargo and other information about it also in other cases when it needs this information for the correct execution of the forwarding business and not only in the case when it is needed to determine the amount of payment.

### **Article 68 (Currency of payments)**

The customer is obliged to make all payments to the forwarder in the official currency of the Republic of Slovenia.

Regardless of the provision of the first paragraph of this article, the freight forwarder is entitled to request payment and reimbursement of his costs for his services provided to a foreign customer in the currency of the country in which the customer's seat is located or, by agreement, in some other currency. Insofar as the payment and reimbursement of costs is agreed in a foreign currency, all exchange rate differences between the foreign currency and the currency in use in the Republic of Slovenia shall apply from the moment when the agreement on payment was reached, or from the moment when costs were incurred by the forwarder, and until the payment is made or reimbursement of costs is borne by the customer.

### **Article 69 (Deadline for invoice payment and objections to the invoice)**

The freight forwarder's invoice must be paid within eight days of its issuance, unless otherwise agreed in writing.

Objections to the invoice must be filed within the same deadline, otherwise it is considered that there are no such objections. In the event of a delay in payment, the freight

forwarder is entitled to default interest in the amount of the prescribed interest rate of late interest, but if this interest rate is not prescribed, in the amount of 15% per annum.

When the objection concerns only part of the invoice, the undisputed part of the invoice must be paid within eight days from the date of its issue.

#### **Article 70 (advance)**

The freight forwarder has the right to request an advance from the customer at any time for the payment of all expected costs or to provide an unconditional bank guarantee from a first-class bank based in the Republic of Slovenia, redeemable without objection at the first demand of the forwarder for the amount of the expected costs. In the case of the freight forwarder's doubts about the customer's ability to pay, this provision is also used to make payment for the freight forwarding service provided. This provision does not affect the freight forwarder's right to agree to another appropriate way of securing his claims (e.g. guarantee, pledge, bill of exchange, etc.) instead of an advance payment or a bank guarantee.

In the event that the customer refuses to pay an advance payment or to provide a bank guarantee or to provide another form of insurance, if the freight forwarder has agreed to this in writing, and in the event that the customer refuses to make a payment due during the validity period of the contract, the freight forwarder has, if the customer does not act in accordance with the provision of the first paragraph of this article even within a period of 8 days from the day he was asked to do so, or in a shorter period, if the circumstances of the case require such a period, without any consequences for him the right to immediately withdraw from the contract with a simple statement sent to the customer, while retaining the right to payment for the work performed and the right to reimbursement of all costs. If the forwarder does not use the right to withdraw from the contract, he is not obliged to fulfill the forwarding contract until he receives an advance payment or a bank guarantee or other form of insurance,

#### **Article 71 (The freight forwarder's deposit of its own funds for the customer)**

When the freight forwarder stores his own funds during the execution of the order, he is entitled to a special payment for this task and to a commission for the stocked funds, the amount of which is determined by the tariff, or by agreement with the customer. If there is no such tariff or agreement, the freight forwarder is entitled to a commission in the amount of 12% per year, calculated from the value of the stocked assets from the moment they were stocked until the moment when the customer's obligation to reimburse them to the freight forwarder begins, but if the freight forwarder is to ensure stocking had to take out a loan, he is entitled to reimbursement of all the costs he had with such credit, whereby such reimbursement cannot in any case be lower than 12% per year, calculated from the value of the pledged assets.

### **XIII. RESPONSIBILITY OF THE FORWARDER**

#### **Article 72 (Duty conduct)**

At every opportunity, the forwarder is obliged to act in the way that is dictated by the client's interests and as a good businessman.

**Article 73**  
**(Shipper's liability for others and limitation of liability of others)**

The freight forwarder is only responsible for the selection of the carrier and for the selection of others with whom he has entered into a contract to fulfill the order (storage, transshipment, sorting, packaging, cargo insurance, etc.), but not for their work, except in the cases referred to in the third paragraph 5 of the article of these terms and conditions.

The provisions of these terms and conditions on the responsibility of the freight forwarder are also applicable mutatis mutandis to the liability of persons who have acted for the freight forwarder or who have been engaged by the freight forwarder to execute the freight forwarding contract, as well as for the claims of the customer and third parties against these persons. The cumulative liability of the forwarder and these persons cannot exceed the amount to which the forwarder's liability is limited.

**Article 74**  
**(Freight forwarder as provider of transport or other services)**

The freight forwarder always has the right to carry out the freight transport and/or all other operations necessary for the provision of the forwarding service. In such a case, he has the rights and obligations that arise from the regulations or are customary for the performance of this type of business.

If the forwarder is expressly or tacitly authorized to entrust the fulfillment of the order to another forwarder or if this is in the customer's interest, he is only responsible for choosing another forwarder. It is considered that the freight forwarder has such authorization especially, but not exclusively, in the case of the organization of collective freight forwarding and in the case when part of the business needs to be carried out in areas or areas that the freight forwarder does not directly cover with its business network, but which are covered by another freight forwarder or in areas that, due to a more favorable position on the market, are more effectively covered by another freight forwarder.

**Article 75**  
**(Cases in which the forwarder's liability is excluded)**

The freight forwarder is not responsible for damage and is not obliged to suffer any consequences caused by:

- defects or the nature of the cargo (including normal spillage, decay and damage, drying, leaking, decomposition, breakage, rusting, loss of weight or volume, worm infestation, rotting, moldiness, the action of vermin or other pests, etc.),
- improper or defective packaging or preparation of cargo,
- following the instructions and information regarding the cargo, which he received from the customer or a person authorized by him for this purpose,
- non-delivery or untimely delivery of cargo by the customer,
- delivery of cargo contrary to the agreement,
- other actions or omissions of the customer, his fulfillment assistants and persons hired by him or persons who have the right to dispose of the cargo,
- the customer's non-compliance with the provisions of applicable regulations, these terms and conditions, the contract and the instructions of the forwarder and other persons authorized by the forwarder to give instructions,
- cargo manipulation, loading, stacking or unloading of cargo and other cargo-related actions performed by the customer or his fulfillment assistants,

- force majeure, weather conditions and phenomena, natural and other disasters, fire, strikes, stoppage or exclusion of the workforce, stoppage, confiscation or seizure of cargo, other official measures, orders or recommendations of state bodies or other holders of public authority, administrative or legal obstacles, riots, rebellions, revolutions, conflicts, war, acts of violence, robberies or thefts,
- acting in accordance with applicable regulations, the forwarding contract and/or these conditions,
- other facts, causes or events that are defined as exculpatory reasons in the applicable regulations and facts, causes or events for which the forwarder is not responsible or events that the forwarder could not avoid and whose consequences could not be prevented.

If there is a possibility that the damage was caused by any of the circumstances listed in the first paragraph of this article, it is considered that it was caused by it.

The freight forwarder is not responsible for damage caused by advice or actions that he performed for the customer free of charge.

The freight forwarder is not responsible for improperly calculated freight rates and customs and other public taxes.

#### **Article 76 (Impossibility of fulfilling the forwarding contract)**

If the freight forwarder is unable to fulfill his obligations under the freight forwarding contract due to any event or circumstance from the first paragraph of Article 75 or the characteristics of the cargo or other events over which he has no influence, but the obstacles are such that they can be eliminated, he may ask the customer to within 3 days of receiving the request, he shall give him instructions for their elimination, whereby in the event that he does not receive such instructions, or in the event that he cannot wait for the receipt of such instructions, he has the right to eliminate the obstacles himself at the risk and expense of the customer.

In the event that the obstacles are such that they cannot be removed, the freight forwarder is free from his obligations under the forwarding contract, but must make the cargo available to the customer at his own risk and expense, or store it, but if this is not possible or expedient, he has the right to sell it at the stock market or market price and to first settle the sales costs with the purchase price, then all his claims against the customer from the forwarding contract, and hand over the rest to the customer. In such a case, the obligations of the parties to the forwarding contract are assessed according to the rules on impossibility of performance.

To the extent that the obstacles are only temporary in nature, the freight forwarder's obligations are suspended during their duration. Obstacles are considered to be of a temporary nature if their duration does not exceed 15 days.

#### **Article 77 (The customer's duty to protect the freight forwarder from claims by third parties and the consequences of the execution of the freight forwarding contract)**

The customer is obliged to protect the freight forwarder and all his representatives, authorized persons and other persons who act on his behalf or on his behalf, in the event that the freight forwarder acts in the name and on behalf of the customer, or in his own name and

on the customer's account, against all claims of third parties persons (including the state and other holders of public authority) and, at their first request, enter on their behalf in all proceedings initiated against them by third parties and protect them from all negative consequences that they suffer in connection with the fulfillment of the freight forwarding contract and with the provisions of applicable regulations, these terms and conditions and the contract are not obliged to suffer.

The provision of the previous paragraph of this article also applies in the event that the freight forwarder acts in his own name and on his own account and in other cases, if the establishment of these claims or the initiation of these procedures was caused by the customer's violation of applicable regulations, any provision of the freight forwarding contract or these conditions, or the fact , that the freight forwarder acted in accordance with the instructions of the customer or a person authorized by the latter, or if the setting of these claims or the initiation of these procedures was caused by an event for which the customer is responsible. The provision of the previous paragraph of this article always applies even in cases where, in accordance with the provisions of applicable regulations, the contract and these conditions, the freight forwarder is not obliged to fulfill these claims of third parties, and in particular in cases of the obligation to pay customs and tax obligations, excise duties, other public duties,

The customer is obliged to compensate the freight forwarder at his first request for damages suffered by the latter as a result of the customer's conduct in violation of applicable regulations, the contract or these conditions, or as a result of such conduct by a person acting on the customer's instructions.

#### **Article 78 (Management of procedures for the customer)**

The freight forwarder is obliged to file claims, appeals, compensation claims and conduct various formal procedures in favor of the customer only if the customer expressly requests this. In this case, the customer is obliged to hand over to the freight forwarder all the necessary transport, customs and other documents and to provide him with all the necessary information needed to file a complaint.

The freight forwarder conducts the procedures from the previous paragraph of this article at the expense, cost and risk of the customer and is entitled to a special payment from this title.

#### **Article 79 (Limitation of forwarder's liability)**

As far as the basis of the freight forwarder's liability is proven beyond doubt, the freight forwarder is only liable within the limits specified in these terms and conditions for ordinary property damage (reduction of property), but not for non-material damage, lost profit or income or income and any other damages that he has suffered the customer or his business partner, such as, in particular, but not exclusively, costs for the provision of replacement services, lost income due to the impossibility of use, default interest, contractual and other penalties, other compensation that he had to pay, damage due to operational downtime, loss of the market, business, business opportunity or business partner, damage due to impairment of reputation or good name and other indirect and consequential damage.

#### **Article 80**

### **(Extent of forwarder's responsibility in case of damage, destruction or loss of cargo)**

To the extent that the freight forwarder is liable for damage, destruction or loss of the cargo, its liability is limited to the amount determined by the individual convention or national legislation or other regulation governing the type of transport or manipulation or service in which the damage, destruction or loss of the cargo occurs. In the event that the damage was caused by a person for whom the freight forwarder is responsible, the freight forwarder's liability may in no case exceed the scope of liability specified for that person, if this scope is less than the scope of the freight forwarder's liability specified in these conditions.

Unless otherwise agreed, or if otherwise does not follow from the applicable regulations, in the event that the forwarder does not make a statement that the cargo is lost, it is considered that the cargo has been lost, if the latter has not been delivered to the recipient within 30 days from the date, when it should have been delivered, but if the delivery date was not agreed upon, within 90 days from the day the forwarder took it over.

To the extent that, in the event of damage, destruction or loss of cargo, the provisions of any convention or national legislation or other regulation from the first paragraph of this article cannot be applied, or to the extent that such a regulation does not exist, or to the extent that it does exist, it does not contain provisions on limiting the amount of liability, or to the extent that if the location of the damage and thus the determination of the convention or national legislation or other regulation from the first paragraph of this article cannot be determined with certainty, the freight forwarder's liability is limited to the amount of 5 SDR per kilogram of the gross weight of the damaged, destroyed or lost cargo, in the case of multimodal transport, unless otherwise specified in the regulations governing it, at an amount of 2 SDR per kilogram of gross weight of damaged, destroyed or lost cargo.

Unless otherwise specified, the compensation from this title cannot exceed the amount of 25,000 SDR per individual damage event or several damage events that have the same cause of damage.

Insofar as total or partial damage, destruction or loss of cargo occurs, the customer does not have the right to compensation due to delay, but only the right to compensation specified in this article, if all the prerequisites specified in the applicable regulations and these conditions are met.

### **Article 81 (Extent of forwarder's responsibility in case of delay)**

To the extent that the freight forwarder has undertaken to meet the deadline, its liability for delay is limited to the amount determined by the individual convention or national legislation or other regulation governing the type of transport or manipulation or service in which the delay occurred.

which corresponds to the ratio between the amount of cargo delivered on time and delivered late. Unless otherwise specified, compensation for delay may not exceed the amount of 25,000 SDR per single loss event or several loss events that have the same cause of loss.

In the event that the damage was caused by a person for whom the freight forwarder is responsible, the freight forwarder's liability may in no case exceed the scope of liability specified for that person, if this scope is less than the scope of the freight forwarder's liability specified in these conditions.

**Article 82**  
**(Scope of the freight forwarder's responsibility in other cases)**

To the extent that the freight forwarder is liable in accordance with the applicable regulations and these conditions for damage that does not manifest itself in damage, destruction or loss of cargo or in delay, his liability is limited to twice the amount of payment he received for the work performed in connection with the organization of the forwarding business, but cannot exceed the amount of SDR 25,000 per single loss event or several loss events that have the same cause of loss.

The forwarder's cumulative liability for damage, destruction, loss of cargo, as well as for delay and other damages, regardless of other provisions of these conditions, cannot exceed the value of the damaged, destroyed or lost cargo.

The restriction from the previous paragraph of this article also applies to storage.

**Article 83**  
**(Expansion of forwarder's responsibility)**

The freight forwarder may accept liability that exceeds the limits set forth in applicable regulations and these terms and conditions. Acceptance of such responsibility is valid and binding for the forwarder only on the condition that it was given in the form of a written clause in which the forwarder's responsibility was clearly and descriptively defined and on the condition that the forwarder clearly stated that he accepts such responsibility and for its acceptance received additional payment. If such a clause was not written explicitly and with a complete description of the freight forwarder's obligations and in a way that indisputably shows that the freight forwarder has agreed to the extension of his liability, but was written only by using abbreviations or other symbols, it is considered that the freight forwarding contract does not contain The indication of amounts in the forwarding contract cannot be considered as indicating the amount of the forwarder's responsibility,

**Article 84**  
**(Partial damage, destruction or loss of cargo)**

In case of partial damage, destruction or loss of cargo, the responsibility of the forwarder is limited only to the damaged, destroyed or lost part of the cargo.

In the case referred to in the first paragraph of this article, only the damage represented by the damaged part of the cargo is considered as damage, but not the reduction in the value of the remaining part of the cargo that occurs due to damage to its part.

**Article 85**  
**(Value of damaged, destroyed or lost cargo)**

The value of damaged, destroyed or lost cargo is determined in accordance with the provisions of the applicable convention or national legislation or other regulation from the first paragraph of Article 80 of these terms and conditions. If the value of the damaged or destroyed cargo cannot be determined in this way, its value is considered to be the same as the value stated in the invoice or other documents that were handed over to the freight forwarder for the purpose of carrying out the forwarding business. If there is no such invoice or other documents, the value of the cargo is determined according to the market price, if there is no such price, according to the daily market prices, and if there is neither an exchange nor



a daily market price, based on the normal market value of the cargo of the same type and quality, whereby the moment and place of delivery of the cargo to the freight forwarder is taken as the relevant moment and place for determining the value.

Regardless of the other provisions of these terms and conditions, the freight forwarder's liability cannot in any case exceed the amount that the customer would have received from the recipient of the cargo in the case of correct performance of the freight forwarding service, but in any case it cannot exceed the value of the damaged, destroyed or lost cargo.

All costs related to the determination of the damage and its amount shall be borne by the customer.

**Article 86**  
**(Leaving damaged or destroyed cargo to the forwarder)**

Insofar as the freight forwarder is obliged to pay compensation for damaged or destroyed cargo in an amount equal to the value of the cargo, he can request that the customer hand over or hand over the damaged cargo to him before paying the compensation.

**Article 87**  
**(Terms within which the customer must inspect the cargo and submit objections)**

If the customer or a person authorized by the customer to do so takes over the cargo from the freight forwarder or a person authorized by the latter, without carefully inspecting it in the presence of this person or freight forwarder and at the latest at the time of acceptance, giving reservations and objections, and specified the loss and damage that can be determined at the time of acceptance, written reservations, objections and specification regarding the loss or damage that cannot be determined at the time of acceptance, and within 7 days from the day when the cargo was accepted, it is considered that the cargo was received without errors, that the damage to it occurred after the freight forwarder handed it over and that the freight forwarder correctly and fully fulfilled all its obligations.

If, within 21 days from the expiration of the deadline referred to in the second paragraph of Article 80 of these terms and conditions, the customer does not provide the forwarder with reservations and objections, as well as the specification of the loss and damage due to the loss of the cargo, it is considered that the cargo was handed over to the recipient without errors and that the cargo was not lost. In case of partial loss, the provision of the first paragraph of this article shall be applied.

The provision of the second paragraph of this article also applies if the customer, in the event that the freight forwarder has assumed responsibility for meeting the deadline, does not provide the freight forwarder with reservations and objections, as well as a specification of loss and damage, within 21 days from the date on which this deadline expired. , caused by the forwarder's non-compliance with the deadline.

Other errors by the forwarder that do not relate to damage, destruction or loss of the cargo, or to the delay, must be reprimanded by the customer within 7 days from the day the forwarder performed the ordered service or should have performed it, otherwise the forwarder is considered to have performed the service error-free.

**Article 88**

**(Deadlines within which the customer must submit objections regarding errors by third parties for which the freight forwarder is responsible)**

Regardless of other provisions of these terms and conditions, the customer is obliged to submit reservations and objections in relation to errors committed by persons for whom the freight forwarder is responsible, and to submit his claims to the freight forwarder in this regard within such time limits that the freight forwarder, after receiving them, in accordance with according to the applicable regulations, there is enough time left to enforce your recourse claims against these persons before the competent court or other authority, and this time cannot be shorter than 7 days. If the customer does not fulfill this obligation and the freight forwarder fails or cannot succeed with its recourse claim against the responsible person as a result, the customer is not entitled to compensation from the freight forwarder, but if he has already received it, he is obliged to reimburse it to the freight forwarder together with the associated statutory default interest from the moment of its receipt until its return.

**Article 89  
(Form and content of objection)**

The client must always submit reservations, objections and specifications from Articles 87 and 88 of these terms and conditions in writing, and in them he must state the facts with which he substantiates them and equip them with the evidence on which they are based. The burden of proof that he has fulfilled this obligation within the deadlines specified in Articles 87 and 88 of these terms and conditions rests with the customer.

XIV. LIEN AND LIEN

**Article 90  
(Shipper's lien and right of retention)**

In order to secure the payment of his claims arising in connection with the freight forwarding contract, the freight forwarder has, under the conditions specified in the applicable regulations, a right of lien and lien on the cargo that has been delivered to him, as long as he is in possession of it or as long as he has the document in his hands, which enables him to dispose of it. This right also extends to money that the freight forwarder receives upon delivery of the cargo to the consignee (COD), or other amounts or things that the freight forwarder receives in exchange for the cargo (e.g. amounts received when the cargo is sold by itself). .

The freight forwarder's right of lien and lien from the previous paragraph of this article extends both to claims against the customer from the freight forwarding contract on the basis of which he is in possession of the cargo, as well as to claims against the customer from all other freight forwarding contracts that he concluded in the past with them and already executed them. It is considered that at the moment of concluding the freight forwarding contract, the lien agreement is also concluded and that the right of lien arises at the moment when the cargo or the document, on the basis of which the freight forwarder is entitled to take it over, is handed over to the freight forwarder.

In case of non-payment of the claim by the customer when it is due, the freight forwarder has the right to sell the cargo, on which he has a lien or right of retention from the first paragraph of this article, out of court and otherwise in accordance with the regulations governing obligations and real legal relationships.

## XV. STORING

### **Article 91 (When the freight forwarder organizes or carries out storage)**

The freight forwarder is obliged to organize the storage of the cargo or carry it out himself only on the basis of the customer's express order, but he can organize or carry it out even without such an order, namely in all cases specified in these conditions and applicable regulations, in cases where this is necessary at the time of execution moving cargo and other manipulations or services related to it, in the case of collective forwarding, in the case when this is necessary for the performance of customs formalities and in all other cases where storage is in any way necessary or expedient to provide for the performance of the forwarding service.

### **Article 92 (Determining details regarding storage)**

The freight forwarder is entitled to choose the type and location of the warehouse, the warehouseman and to determine all other details related to storage, unless the customer gives him different written instructions. This freight forwarder's entitlement also refers to the transfer of cargo during storage from the original warehouse to another warehouse, whereby the customer is obliged to reimburse the freight forwarder for the costs associated with such transfer, if the latter was carried out at the customer's request or with the aim of protecting the customer's interests or for reasons for which the forwarder is not responsible or on the basis of applicable regulations or official measures.

Depending on the characteristics of the cargo, storage may also be carried out outdoors, unless the customer expressly prohibits this in writing or if such a storage method is not customary for this type of cargo.

### **Article 93 (Storage duration)**

As long as the duration of storage is not agreed between the freight forwarder and the customer, it is considered to be 3 months, and in the event that neither party informs the other party in writing that they do not want it no later than 14 days before the end of this 3-month period, they are always silent extended for a new period of 3 months.

### **Article 94 (Shipper's responsibility for storage in special cases)**

To the extent that the freight forwarder organizes the storage of the cargo or carries it out himself for the reasons specified in Articles 26, 29, 42, 76 and 95 of these conditions or for other reasons for which the customer or another person acting on the order of the customer is responsible, such storage takes place exclusively at the expense and risk of the customer.

### **Article 95 (Cargo that poses a threat or is perishable)**

In the event that the freight forwarder notices signs of deterioration or other changes or properties on the cargo, which could reduce its value or cause damage to other goods, storage facilities, the environment, other property, or which could endanger life or health people or which could cause any other damage, the provision of Article 29 of these terms and conditions shall apply mutatis mutandis.

**Article 96**  
**(Keeping the cargo in its original condition)**

The freight forwarder is obliged to keep the cargo in the warehouse in the condition in which it was at the time of storage, but only to the extent that is proportional to the payment to which he is entitled from the title of storage.

If the cargo is not in such a condition at the moment of removal from storage, the changes to it are those that usually occur when it is taken into the warehouse, during storage, when it is released from the warehouse and during other manipulations with it in the warehouse (such as: , spillage, natural damage, breakage and other changes to it), it is considered that the freight forwarder's obligation from the first paragraph of this article has been fulfilled.

The freight forwarder is not obliged to notify the customer of changes to the cargo referred to in the second paragraph of this article.

**Article 97**  
**(Customer's right to inspect the method of storage and sampling)**

The customer has the right to inspect the storage method during the regular working hours of the warehouse and to make comments on it, unless the conditions under which the warehouse operates do not stipulate otherwise. To the extent that he uses this right, he does not comment on the storage method as soon as it is possible, although he could have, he can no longer criticize the storage method upon acceptance of the cargo.

The customer does not have the right to carry out any manipulations with the cargo in the warehouse, except to the extent that the warehouse owner allows him to do so. This provision does not apply to the customer's right to take samples of stored cargo.

The freight forwarder always has the right to be present during the inspection or manipulations referred to in the first and second paragraphs of this article and the right to request that a record be made of every activity related to the cargo in the warehouse carried out by the customer. The customer is responsible for all damage caused by such activity and for all damage caused by the customer and persons acting on the basis of his order to the warehouse and the goods and to the persons located therein.

**Article 98**  
**(Report on the condition and amount of cargo in the warehouse)**

At the customer's written request and expense, the freight forwarder is obliged to provide the customer with a report on the condition and quantity of his cargo in the warehouse. As far as the customer requests cargo samples, he must give the forwarder precise instructions on the procedure and place of taking the samples, otherwise the forwarder can take them at his own discretion and without any responsibility for their adequacy.

**Article 99**  
**(Equilibration of inventory surpluses and deficits)**

The freight forwarder is entitled to balance inventory surpluses and shortages of goods of the same type from the same customer.

**Article 100**  
**(Request for removal before the agreed deadline)**

To the extent that the customer requests the removal of the cargo before the agreed deadline, the freight forwarder has the right to payment for storage as it would have been if the early removal had not taken place, taking into account the savings in costs that the forwarder had as a result of such removal and the income from the storage of any other cargo, which the freight forwarder has stored instead of prematurely removed cargo.

**Article 101**  
**(Scope of the freight forwarder's responsibility in case of destruction, loss or damage to cargo during storage)**

To the extent that, in accordance with the provisions of the applicable regulations and these conditions, the freight forwarder's liability for damage, loss or damage to the cargo during storage is given, this liability is limited to the amount determined by the individual convention or national legislation or other regulation that must be applied for example storage.

To the extent that the provisions of any convention or national legislation or other regulation from the first paragraph of this article cannot be applied, or to the extent that such a regulation does not exist, or to the extent that it does not contain provisions on limiting the amount of liability, the freight forwarder's liability for damage, destruction or loss of cargo is limited to the amount of 5 SDR per kilogram of the gross weight of the cargo, whereby this liability cannot exceed the amount of 5,000 SDR per damage event or several damage events that have the same cause of damage, or the actual value of the cargo, if this is lower than the amount of 5,000 SDR.

The freight forwarder's responsibility applies from the moment when the cargo was stored and a storage certificate or warehouse was issued to the customer or the person authorized by him for this, until the moment when the cargo is handed over to the rightful recipient.

**Article 102**  
**(Scope of the freight forwarder's responsibility in other cases)**

To the extent that the freight forwarder is liable in accordance with the applicable regulations and these conditions for damage that occurs in connection with storage and does not manifest itself in damage, destruction or loss of cargo, its liability is limited to the amount of 5,000 SDR per individual damage event or several damage events that have the same cause of damage.

**Article 103**  
**(Application of the provisions of other chapters of these terms and conditions)**

The provisions of other chapters of these conditions, unless expressly stated otherwise, also apply to this chapter, regardless of whether the freight forwarder organizes or carries out storage and regardless of whether he acts in this way within the scope of the freight forwarding contract, based on which, in addition to operations related to storage, also performs other services, or on the basis of a contract based on which it only performs operations related to storage.

## XVI. TRANSITIONAL AND FINAL PROVISIONS

### **Article 104 (Application of Law)**

Unless otherwise agreed in writing, Slovenian law is used to resolve disputes arising from or in connection with the freight forwarding contract.

### **Article 105 (Jurisdiction of courts)**

Unless otherwise agreed in writing, all disputes arising from the freight forwarding contract shall be resolved exclusively by the court of the Republic of Slovenia, which has actual jurisdiction over the area where the freight forwarder has its registered office.

### **Article 106 (Authentic text)**

To the extent that these terms and conditions are translated into a foreign language, only the text in the Slovenian language is always considered the authentic text.

### **Article 107 (Start of use)**

These conditions come into force the day after they are published in the Official Gazette of the Republic of Slovenia. Unless otherwise agreed in writing, these conditions and not the General Conditions of Business of International Freight Forwarders of Slovenia, published in the Journal of the Chamber of Commerce of Slovenia no. 48 of 3 December 1992.

Ljubljana, June 2009

The president of  
the forwarders' section,  
Janko Pirkovič Irl