

## **General Terms and Conditions Gebrüder Weiss d.o.o.**

These General Terms and Conditions of Gebrüder Weiss d.o.o. (hereinafter: "General Terms and Conditions") define the regular business terms and conditions under which Gebrüder Weiss d.o.o. establishes business activities with its customers.

The business activities of Gebrüder Weiss d.o.o. are exclusively transacted subject to the most recent edition of the FIATA Model Rules for Freight Forwarding Services (hereinafter referred to as "FIATA Model Rules") as it is available on <http://www.gw-world.me/impresum/>, as amended by the provisions of these General Terms and Conditions as far as no mandatory provisions of national law or international conventions (e.g. CMR, Montreal Convention, Hague Convention, CIM, etc.) oppose. General terms and conditions of the customer will not apply nor be deemed to have been agreed upon, even to the extent that such do not contradict to these General Terms and Conditions. Verbal collateral agreements are ineffective.

Liability of Gebrüder Weiss d.o.o. for damage or loss of goods is limited to and shall not exceed 8,33 SDR (Special Drawing Rights) per kg of gross weight, and for delay to an amount not exceeding the remuneration relating to the service giving rise to the delay and for other types of loss with reference to section 8.3.3. FIATA Model Rules shall not exceed 1.800 SDR for each incident.

Limitations of liability determined by international regulations (CMR, Montreal Convention, Hague Convention, CIM, etc.) shall apply even if the accompanying documents or those issued by Gebrüder Weiss d.o.o. state that goods or insured value is higher than the value established with the before mentioned regulations. These limitations of liability could be increased only by written agreement prior to handing over the goods. Entries in the bill of lading or any other written or oral information about the goods' value or expressing an interest by the customer or by third parties do not override or increase the limits of liability and therefore do not represent a declaration of value or interest.

Gebrüder Weiss d.o.o. is entitled to have a domestic or foreign partner company execute any of the orders placed by customer, whereas its responsibility is limited to the careful choice of such foreign partner company. To the extent and insofar as Gebrüder Weiss d.o.o. should be liable for any of their services towards its customer, Gebrüder Weiss d.o.o.'s liability towards its customer is limited to the liability of the partner company in question towards Gebrüder Weiss d.o.o.

All air freight shipments are subject to security checks, unless the customer is a "known consignor". The customer agrees that goods handed over for shipment are manually checked and the packaging may be opened for this purpose. Liability of Gebrüder Weiss d.o.o. is limited to intent or gross negligence, evidence of which is to be provided by the customer. However, an obligation on the part of Gebrüder Weiss d.o.o. to perform such a security check is not implied.

Gebrüder Weiss d.o.o. is entitled to issue shipping documents, in particular bills of lading, air waybills etc; in this case, it always acts on behalf of and at the risk of the customer or sender.

Duties of Gebrüder Weiss d.o.o. resulting from this contractual relationship shall at any time be subject to the adherence to and compliance with national and international statutory provisions and/or mandatory requirements (in particular compliance with European and U.S. embargo measures), if it can affect fulfillment of any obligations. In case of a conflict between the contractual provisions and the statutory provisions and/or mandatory requirements, the statutory provisions and/or mandatory requirements shall prevail, even in cases of doubt. Without prejudice to the rights of Gebrüder Weiss d.o.o. under these terms and conditions, responsibility for compliance with foreign trade legislations (prohibitions and limitations) lies with the customer. Gebrüder Weiss d.o.o. shall not be under an obligation to check that such legislations are complied with and responsibility to make it aware of any limitation or prohibition with respect to the goods to be shipped lies with the customer, who will inform it timely and in writing. The customer shall also be obliged to guarantee the safety of the supply chain to Gebrüder Weiss d.o.o.

A separate order is required for the transfer of dangerous goods pursuant to applicable Laws on Carriage of Dangerous Goods and international regulations, and must be agreed to by Gebrüder Weiss d.o.o.. In addition, for the transfer of dangerous goods (1) by road, the European Agreement concerning the International Carriage of Dangerous Goods by Road classes – ADR; (2) by rail, the provisions of the Rulebook concerning the International Carriage of Dangerous Goods by Rail – RID; (3) by maritime carriage the provisions of the International Convention for the Safety of Life at Sea (SOLAS) from 1974, the International Maritime Dangerous Goods (IMDG) Code, the International Code for the Construction and Equipment of Ships Carrying Liquefied Gases in Bulk (IGC Code), the Code for the Construction and Equipment of Ships Carrying Dangerous Chemicals in Bulk (IBC Code) 1971 and 1983, the Code of Practice for the Safe Loading of Bulk-

BLU CODE 1988; and/or (4) by air traffic, while complying with the accompanying technical instructions, the provisions of Annex 18 (safe carriage of dangerous goods by air) of the Convention on international civil aviation (Chicago, 1944) shall apply. Dangerous goods must be packed and marked in such way that they comply with the statutory provisions and international conventions with respect to carriage, handling and storage and be accompanied by the required set of papers. Gebrüder Weiss d.o.o. will not perform carriage of dangerous goods, in particular goods under the European Agreement concerning the International Carriage of Dangerous Goods by Road - ADR classes 1 and 7 (explosive substances and radioactive materials). The following goods shall in particular be excluded from acceptance for transport and/or for storage: precious metals (uncoined, coined or processed in any other way), jewelry, gemstones, banknotes, securities of any type, documents or deeds, temperature-controlled pharmaceuticals, arms and munitions, livestock as well as substances the storage of which is subject to special legal provisions (e.g. substances hazardous to water).

The customer is obliged to provide in a timely manner all necessary information on goods (e.g. type of goods, its characteristics, quantity) and to inform Gebrüder Weiss d.o.o. particularly if dangerous goods are handed over for transport / storage and/or if goods require special handling. If the customer fails to provide mentioned information or provides wrong information, he/she is responsible for any damage caused. Gebrüder Weiss d.o.o. will not verify if the goods correspond to the information provided by the customer.

The customer shall pack the goods as agreed to or at least in an appropriate manner, in order to prevent property damage and/or personal injury and shall indemnify Gebrüder Weiss d.o.o. for any damage, injury, expenses or costs caused.

Returns of packaging within the meaning of the packaging ordinance as well as recovery and/or exchange of pallets, pallet cages, etc. will only be accepted if such have been specifically agreed upon in writing.

In case of the provision of a truck or a container transport, demurrage shall be invoiced. Two hours for both loading and unloading will be provided at no additional charge.

Invoices shall be payable immediately without any deduction. All of Gebrüder Weiss d.o.o. offers shall be non-binding and subject to confirmation. Moreover, Gebrüder Weiss d.o.o. reserves the right to change air and sea freight rates at any time without prior notice.

Gebrüder Weiss d.o.o. shall be entitled to the agreed remuneration as stated in the offer and the customer shall pay any additional costs incurred. Fees stated in this quotation do not indicate fixed remuneration in accordance with Article 937 of the Law on Obligations.

To the extent permitted by applicable law, Gebrüder Weiss d.o.o. shall have a general lien on the goods and any documents relating thereto for any amount due at any time to it from the customer.

Cross-border transports do not constitute an obligation of Gebrüder Weiss d.o.o. to carry out customs clearance and to advance the applicable customs and exercise duties and fees on behalf of the customer, unless explicitly agreed upon in writing.

On customer's written request, outlining type of risk and value of the goods to be insured, Gebrüder Weiss d.o.o. will arrange for insurance of the goods. Gebrüder Weiss d.o.o. recommends to its customers to take out transport insurance for goods worth more than EUR 10 per kg, for sensitive goods (i.e. fragile or theft-prone goods) as well as for cross-border transports. Possible insurance coverage must not be provided for if sanctions of the United Nations and/or the European Union and/or other relevant national economic or legal provisions are an obstacle to shipment.

Offers must be kept confidential and may not be disclosed to a third party.

For all possible disputes, the Montenegrin courts shall be agreed to as place of jurisdiction and the material laws of Montenegro shall apply. Gebrüder Weiss d.o.o. reserves the right to assert a claim against the customer before any competent court of its choice or law enforcement office.

By placing an order or by transferring goods to Gebrüder Weiss d.o.o. for carriage, the customer declares that he fully understood and agrees with these terms and conditions and that these terms and conditions together with the order of the customer and this quotation of Gebrüder Weiss d.o.o. constitute an agreement between those parties.