

General Terms and Conditions - Gebrüder Weiss Transport and Logistics d.o.o.

The current version of the "Special rules in the operation of forwarding companies in the Republic of Serbia" ("Official Gazette of RS", No. 99/2018) (hereinafter: Special Rules) as is available on <http://www.gw-world.rs/impresum/> shall apply. Our liability for damage or loss of goods shall be limited to 8,33 SDR/kg gross weight, for delay to the amount of the carriage charges and for other type of loss to 1.800 SDR for each incident, unless there is a per se conflict with any mandatory provisions or international conventions (e.g. CMR, Montreal Convention, Warsaw Convention, CIM, Hague Rules, etc.). The value of limitation of liability will be considered in our offers from time to time.

Any general terms and conditions used by the customer will not be accepted and shall therefore not be deemed to have been agreed upon even to the extent such do not contradict our general terms and conditions. Verbal collateral agreements are ineffective.

The limits of liability according to the applicable transport regulations (such as CIM, CMR, Hague Rules etc.) apply even if the documents accompanying the goods or issued by us cite a goods or insurance value higher than the liability limits set by the above-mentioned regulations. These liability limits can only be exceeded by means of a written agreement between the customer and us, submitted before the goods are handed over for shipment; 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.

GW shall not be responsible for hindrances and delays in the transshipment of goods resulting from force majeure and shall not be responsible for the untimely provision of the means of transportation and the untimely arrival of the goods due to traffic jams and other difficulties. Where the place of customs clearance is not indicated in the customs documents, provided by the customer or provided for by regulations, it shall be determined by GW.

We are entitled to have a domestic or foreign partner company of our choice execute any of the orders placed with us, where we remain responsible only for the choice of such partner company. To the extent and insofar as we should be liable for any of their services only in accordance with Serbian Law on Contracts and Torts (hereinafter: Law) towards our customer, our liability towards our customer is limited to the liability of the partner company in question towards us.

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. Our liability is limited to intent or gross negligence, evidence of which is to be provided by the customer. However, an obligation on our part to perform such a security check is not implied.

We are entitled to issue shipping documents, in particular bills of lading, air waybills etc.; in this case, we always act on behalf of and at the risk of the customer or sender.

Our duties 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). 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 our rights under these terms and conditions, responsibility for compliance with foreign trade legislations (prohibitions and limitations regarding import, export or transit) lies with the customer. We shall not be under an obligation to check that such legislations are complied with and responsibility to make us aware of any limitation or prohibition with respect to the goods to be shipped lies with the customer, who will inform us timely and in writing and hold us harmless from any and all claims. The customer shall also be obliged to guarantee the safety of the supply chain to us.

The customer shall be responsible for loading and unloading, unless otherwise agreed. Transport of non-palletized goods must be agreed upon in writing.

The customer or his/her partner shall pack the goods taking into account their nature, characteristics and the requirements of the route and means of transportation and GW shall not be responsible for any consequences resulting from inappropriate packaging.

Customer shall pay GW a separate remuneration and shall compensate GW for all costs arising from any adverse consequences resulting from an incorrect, incomplete, unclear, contradictory and late order, from incorrect documents or untimely submission thereof or from incorrect labelling, and all other costs under applicable Law and Special Rules.

The customs documents presented by GW shall be based on the particulars provided by the customer or his/her business partner. GW shall not be held responsible if the particulars in the documents differ from the actual state. The Customer shall compensate GW for any damage caused thereby. Customs clearance shall not include the liability of GW to pay customs duties for the account of the Customer. Customs costs shall be payable by the customer within seven days.

A separate order is required for the transfer of dangerous goods pursuant to ADR/RID/IMCO/DGR and so on, which must be accepted by us. 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. Hazardous goods, in particular goods of ADR classes 1 and 7, may not be handed to us.

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 munition, livestock as well as substances the storage of which is subject to special legal provisions (e.g.. substances hazardous to water).

Temperature-controlled transport and transport of goods exceeding a value of EUR 10/kg gross weight must be agreed upon in writing.

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 per hour or part thereof in excess of the two hours granted for both loading and unloading.

All of our offers shall be non-binding and subject to confirmation. Moreover, we reserve the right to change air and sea freight rates at any time without prior notice.

Until full payment of all outstanding debts GW shall have the right of lien regarding the objects handed over for forwarding and in relation to forwarding, while GW keeps them in its possession or while GW is in possession of the document entitling GW to dispose of them.

Currencies other than EUR shall be converted into EUR at the average exchange rate of NBS existing at the date of invoice.

Upon your express written request, we will take out property insurance such as a transport insurances and insurances for goods in stock against risks such as fire and damages from burglary and storm. We recommend you to take out a 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. Neither such an insurance order nor an order for a higher insurance value represents a declaration of value or interest and therefore do not lead to increased limits of liability under the applicable transport regulations.

This offer must be kept confidential and may not be disclosed to a third party. The laws of the Republic of Serbia shall apply, and the seat of the service provider Gebrüder Weiss Transport and Logistics d.o.o. shall be agreed as place of jurisdiction.