

GENERAL TERMS AND CONDITIONS OF INTERNATIONAL LOGISTICS COMPANIES AND FREIGHT FORWARDERS IN SERBIA

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I APPLICABILITY AND CONDITIONS

Article 1

These general conditions apply to all transactions that logistics and freight forwarder (hereinafter referred to as the offender) performs the limits of their authority, by contract, agreement, order, or to protect the interests of business partners.

Shall be deemed to have agreed to the Parties on the implementation of the general conditions, if the perpetrator indicated his principal and all other participants in the implementation of specific work to operating in accordance with them, and the principal or other persons not before the implementation specific deal explicitly and in writing off their application.

Article 2

The developer is the organizer of dispatch and delivery items to all means of transport and the all transport routes.

Logistics freight forwarder contract obliges the offender to work dispatch – delivery things concludes in his name and for the account of the client, in the name and for the account of principal, or in his own name and for its own account, the contract of carriage, and the other contracts necessary for the execution of transport, and to organize and perform other common tasks and actions, and the customer undertakes to him for the work they pay particular fees.

Under the executor services include all services related to transportation, consolidation, storage, handling, packaging, distribution of goods, and any other from a business executive, as well as additional advisory services in connection with above, and which are not limited to customs issues, and acquisition of billing and collection or provision of documents related to the goods.

II OFFER

Article 3

Offer applies only to the perpetrator of jobs that are specifically listed in it.

Article 4

The offer is valid only until the deadline for its acceptance.

Article 5

Offer in the form of a total amount applies to the circumstances (complete forfeiting attitude for all phases of logistics and freight forwarding and transportation, which, among other things, includes freight, customs expenses Distribution, warehousing and other related expense) that exist at the time the offer was made.

Expenses not covered positions, the order issuer will especially reimburse the shipper.

The Customer may not transfer the accepted views to third parties without written consent of the offender.

III ORDER (disposition)

Article 6

Shipping items, as well as matters relating to shipping matters, the perpetrator made based on order (disposition) principal.

The order (disposition) contains all the necessary information about the property and its features, precise instructions about its dispatch and execution of activities related to shipping, and the same and other information necessary for the proper and timely execution of a given orders.

Article 7

The Customer shall notify the offender of the properties due to the fact that you may be endanger the safety of persons or property or suffered damages.

When you are in the shipment of valuables, securities or other valuable things, the principal shall notify the offender and communicated to him their value at the time of delivery for shipment.

Assessment about whether the shipment how precious and valuable is, in terms of the provisions of the preceding paragraph shall inform the offender and the need for special precautions in handling, extra security, and so on, makes the principal and for the decision taken is only responsible.

Article 8

The developer is typically obliged to comply with the disposition of the principal under conditions specified in these general terms and circumstances of the case.

Principal is obligated to notify the perpetrator about the intention to transfer his rights under the contract logistics freight forwarder contract to third parties, prior to their actual transfer, which includes information on all the essential elements of a legal transaction or transfer.

If developer execute the transfer to a third party without prior notice, the perpetrator is responsible to the person to whom the rights are transferred, within the limits of their responsibilities to his principal, and only from the time of receipt of notice of the transfer of.

Article 9

When the perpetrator is given disposition, it is considered that it has been given the authority to pay the fare, fees and other costs.

Customer shall timely manner make available the necessary funds for the payment of costs to perpetrator under paragraph 1. of this section.

Otherwise, any increased costs and consequences of omission subject will be borne solely by principal.

If the principal refer perpetrator, or by treaty provides, that the funds in paragraph 2 of this section, addressed the principal business partner, the principal is required to pre-commit to their business partners. In such cases, the offender shall pay the cost and risk of the customer, so that the principal remains bound to the perpetrator unless for reasons beyond his reach fails to charge the cost of a business partner or principal.

Article 10

Order (disposition) is generally given in writing. Instructions were given orally, by telephone, telegram, telex, and / or e-mail should be checked, preferably the same, and no later than the next business day until the end of time.

If the order is given orally, by telephone, telex, telegram and / or e-mail, and no subsequent written and / or electronic signature verified in the previous paragraph, eliminate the accountability of the perpetrator for the occurrence of any adverse effects.

When the order is obviously incomplete, unclear or contradictory, the perpetrator shall timely manner request from the customer necessary clarification.

If the perpetrator of the circumstances is unable to obtain the necessary clarification, and the case does not admit of delay, shall act with due care, protecting the interests of the client with that to inform him about his treatment as soon as possible.

Article 11

The Customer shall bear all the consequences caused by incorrect, incomplete and, unclear, contradictory, and late date of disposition.

Article 12

The Customer timely manner delivery to perpetrator all documents necessary for the execution of the order (disposition).

Shall be considered that the principal didn't timely manner delivered documents to perpetrator in those cases when his business partner was perpetrator timely manner submitted such documents.

The perpetrator is not responsible for hidden failure document.

All consequences arising from the failure of their documents or untimely delivery to perpetrator shall be borne by the principal.

The perpetrator is not obligated to give or take things to the guarantees.

Article 13

Executor who executes (disposition) with respect to payment of executor receivables of the consignee does not examine the merits of the warrant or assume warranty.

If the recipient refuses to take things executor is obliged to inform the customer and at the same time to take the necessary measures to preserve the subsequent orders.

The Customer will pay the executor, for activities in the previous paragraphs, the special compensation for services and compensate him the expenses of collection of claims.

Article 14

When principal change the disposition, whose execution has started, the perpetrator will be amended to comply with disposition if it is possible, with no responsibility for the consequences caused by the change of disposition.

Article 15

When order issuer withdraws the given disposition, he will have to pay the perpetrator compensation for services already made and compensation for expenses caused by including the costs incurred by the perpetrator had to prepare for the preparatory and execution of the warrant.

IV HANDLING AND DELIVERY OF THINGS

Article 16

It is considered that the perpetrator received things, when the time took over to execute the order.

It is considered that the surrender to carrier are submitting things.

Unless otherwise agreed, the perpetrator can transport alone in whole, or partially.

If the offender made transportation, he has rights and obligations of the carrier.

Article 17

The developer is obliged to inform the customer about the main stages of transport his things - shipments.

Article 18

If the principal signed the contract for the transportation of goods by sea, is bound to contracts and unloading conditions common in the respective ports.

The Customer shall bear the cost created because the port shipping company or organization is not fulfill the conditions for landing and boarding as usual.

The Customer shall bear the costs that are caused by congestion ports, docks, marshaling and collecting stations and traffic checkpoints, lack of storage space, lack of means of transport, ship waiting in the harbor and other vehicles in ports and railway stations, extended work overtime, waiting holidays and other holidays and interruption of work due to weather and / or other reasons force majeure.

Article 19

The perpetrator is not responsible for the content and accuracy of the information carrier and its agent in the movement of the ship's arrival, or for other notification of the carrier.

The developer is obliged to control the data related to the work done on ship, especially information concerning the calculation of time and the lay days demurrage, and is responsible for the data

Article 20

Time of transport vehicles for shipment where the perpetrator by transport documents is the recipient, and not created like a proof of guilt perpetrator bears principal with recourse to persons who are engaged wronged waste of time.

V TRANSPORT AND ACCOMPANYING DOCUMENTS

Article 21

In terms of the documents necessary for the transport of goods perpetrator may serve custom-fit to existing documents - forms that are common in some industries transportation. If these documents are no clauses or reduced exclude the liability of carriers, the perpetrator is not responsible for the consequences related to the clauses.

When the principal wants to exclude some clauses in the normal transport documents, he is required to expressly in writing and promptly notify perpetrator.

The developer is obliged to warn the customer when due to exclusion or inclusion clause in shipping documents can obviously harmful consequences arise.

Article 22

The perpetrator does not examine the validity of the authorization decision supporting documents as signer or disposition.

The perpetrator, also received by disposition does not examine whether there are legal or other disturbances for shipping things, and if there are import, export or transit restrictions and like that. Potential costs created because of the deficiencies listed in the previous paragraph of the article charged to the customer.

VI PROCEDURE AND RECEIPT OF DAMAGED SHIPMENT

Article 23

When the shipment arrives at the destination, either visibly damaged, either with visible deficiency, perpetrator, if he is at that point represented by the recipient, obliged immediately notify the damage to the principal and all the events pertinent to the customer, and take all necessary measures in order to preserve its rights against the responsible person.

Article 24

If the perpetrator is considered to be in the interest of the customer to take a certain action, and not may obtain its user, authorized to perform this action on behalf of and at the risk of principal.

When the perpetrator of a reloading place represents both the sender and the recipient is obliged to with due care and diligence to protect the interests of both, informing them of his work.

Article 25

The developer is obliged in the case of general damaged inform the customer about the facts that he has learned.

VII Best possible route

Article 26

When the provisions does not contain an account on road transportation, transportation vehicle and the manner in goods to be dispatched, deliver, transition to the destination place, the perpetrator is authorized to select and combine the ability to transport, which it deems to be best for the customer.

Article 27

When things are shipped by rail, and ordering party has indicated only residence of recipient, without the destination station, the perpetrator, if is unable to obtain required clarification from the principal, will sent the shipment to the other station for which evaluate that is the most suitable for the customer.

In this case, the perpetrator is not responsible for the selection of station.

Article 28

The perpetrator can dispatched a single shipment in collective traffic, if not received explicit and written a different order.

If ordering party requires, perpetrator shall issue ordering party, the usual freight forwarding confirmation for taking and dispatching goods.

Article 29

In the contracted in accordance with the parity in the contract ordering party will commit to his partners that in terms of transporting things he need to adheres to instructions that will be given by logisticians-shipper.

VIII TIME LIMITS

Article 30

The perpetrator is responsible for the shipment or delivery time, only if they explicitly committed, even for within the limits of liability of the carrier and the other actors in the transport goods that engaging.

Article 31

The developer is required proceed diligently and carefully to in loading things, in order to reloading will be done in the best way.

The perpetrator is not responsible for the difficulties and delays in the transshipment of things that are a consequence of failure carriers, of transfer and other organizations or due to force majeure.

The perpetrator is not responsible for the untimely setting of vehicles by carrier, and by the untimely arrival of the items due to traffic jams and other interference.

IX SUMMARY OF PACKAGING

Article 32

Ordering party, or his partner is obliged to packed things according to its nature, characteristics and needs of transport and vehicle of transport.

The perpetrator is not responsible for the consequences that would arise if the ordering party or his partner does not comply with the provisions of the sales contract.

If the perpetrator eve of thing that is not sealed or otherwise not ready for transport by rules, he is obliged to notify the customer of all deficiencies noted.

X CONTROL OF QUANTITIES

Article 33

It is considered that the by giving of the order (disposition) for shipping items and the order given to clearance, unless expressly and in writing agreed otherwise.

In the process of clearing things executor acting on behalf of the principal. Perpetrator the customs documents based on the information the principal or his business partner. The perpetrator is not responsible if the data does not agree with the actual situation. The Customer shall reimburse to the perpetrator caused by damage.

For perform job of the customs agent the executor has the right to special compensation.

XI SAMPLING

Article 34

The perpetrator takes and shipping the samples by disposition by the ordering party. Costs of sampling, shipping and additional charges shall be borne by the ordering party. The perpetrator responsible for taking samples from a lot of things to him indicated.

XII CLEARANCE

Article 35

It is considered that the providing of the order (disposition) for shipping items in the same time is and the order given to clearance, unless expressly agreed otherwise in writing.

In the process of clearance things executor acting on behalf of the ordering party. The perpetrator submit the customs documents based on the information given by the ordering party or his business partner. If the data does not agree with the actual situation the perpetrator is not responsible. The ordering party is obliged to reimburse to the perpetrator caused by the damage.

To perform the job of the customs agent the executor has the right to special compensation.

An account for the clearance stuff does not include obligation of executor to pay customs duties account of the customer.

The perpetrator determines the place of clearance when it is not determined in disposition or regulations.

XIII INSURANCE

Article 36

The perpetrator ensures things by specific disposition in relation to each individual shipping. Face value of item in the disposition is not sufficient by itself to be considered an order for the insurance.

Also, insurance of one package does not occur obligation of the perpetrators to ensure any subsequent shipment of your ordering party.

When insurance order does not include special risks that should be covered by insurance, the developer is required to cover only basic transport risks. If ordering party has not ordered to the insurance company, or gave the order for partial coverage risk of adverse effects due to the incurred shall be paid by the ordering party.

XIV FEES AND REIMBURSEMENT OF EXPENSES

Article 37

The developer is entitled to compensation for their services, as well as reimbursement of his expenses.

The fee is determined by the tariff or special contract.

If the perpetrator refer to ordering party that his benefits and costs collect from third persons, ordering party stays obligated to the perpetrator.

Executor has the right entitled to reimbursement for its services and reimbursement of expenses in the currency of the country in which the principal has establishment, or, by agreement, in another currency for his foreign ordering party services performed.

When the perpetrator before the deadline prescribed by international conventions and positive regulations got a reasoned debit for difference between pre-calculated and actual costs, the developer is entitled to reimbursement of such effective costs.

Prohibition and other measures do not affect to the rights of the perpetrator to the ordering party, so all his rights to compensation shall remain unaffected in cases like this .

Account executive, unless otherwise agreed - agreed, is due at the payment in eight days after its receipt. Complaint on bill can be made within eight days of their receipt.

When the challenges only the portion of the amount from the invoice by complaint, not contested part must be paid within eight days from receipt invoice.

When the perpetrator the execution of orders in advance invest own funds has the right to special provision for all engaged resources, which amount determines by tariff, or an agreement with the ordering party.

XV RESPONSIBILITY OF EXECUTORS

Article 38

The perpetrator is obliged to act in the interests of the ordering party at every opportunity and with diligence of conscientious businessman.

When its a total amount (complete forfeiting attitude for all phases of logistics - freight forwarding and transportation) determined by freight forwarder logistics contract for the execution of overall account of the logistics - freight forwarding things, it includes a complete reimbursement for all services, reimbursement based on logistics - freight forwarding, transportation allowance, and reimbursement of all expenses.

In the cases referred to in the previous paragraph offender corresponds to ordering party and for work carriers, In the cases referred to in the previous paragraph corresponds to ordering party offender and to work carriers and other service providers whose services are included in the total amount, referred to in paragraph 2 this article.

In the case of logistics - forwarder for failure of third involved persons should be proclaimed responsible and therefore suffer material losses, and from corresponding solutions of the verdict be clearly established facts in terms of the failure of third engaged persons, the perpetrator from such persons has the right reimbursement for damages, which are on such a request waive their rights rebuttal of any kind, in any manner and any stage.

In other cases, the executive is responsible to ordering party for the selection of carriers, and for choices of other individuals with whom concluded an agreement in execution of orders (storage of goods and etc.), but is not responsible for their performance, unless that he taken over by contract the responsibility.

The perpetrator who the execution entrust of the entire order to another perpetrator, instead of to do it by himself, is responsible for its work.

If the perpetrator perform and other activities covered by the order by himself, custom or general conditions, have the rights and obligations arising from such dealings.

If the order has expressly or impliedly authorization that the perpetrator to entrust the execution to the other perpetrators or if it is clearly in the interest of the ordering party, matches the only for his selection, unless he took responsibility for his work.

The perpetrator is responsible the number of pieces, as well as marks of packages, if they are visible. The perpetrator is not responsible for the weight, cubic volume, quality, content and value of things.

It is considered that the services of perpetrator is properly performed, if a package is shipped away in the same condition in which it was received.

The perpetrator is not responsible for damage caused by force majeure or properties of things by themselves.

The perpetrator is not responsible for incorrect freight and taxes of customs and other public taxes. The developer is required to submit a reclamation only if ordering party expressly it search. In this case, the ordering party is obliged to hand over to the perpetrator documents of transport, customs and other documents required for filing a complaint. Perpetrator is required to dispatch the document to the ordering party within three days upon receipt.

The perpetrator may, if it is objectively possible, and as requested by the customer, at the expense for the account and at the risk of the customer to submit claim for damages and to take proceedings against persons with whom he entered into a contract in the execution of orders for shipping things.

XVI PLEDGE AND RETAINING

Article 39

In order to ensure payment of their claims incurred related to agreement of logistics freight forwarder, the executive shall have a lien on and keeping on things which are things handed over to shipping and related to uploading, until he is holding or while he has in his hands the document which allows it to dispose of such things.

When in the execution of logistics - freight forwarding and others is participated to other executor, he is required to care of the collection of receivables, and the realization of the right of pledge prior executor.

If the other executive pay claims from perpetrator before to the principal, If the other executive pay claims prior to the principal perpetrator, that claims and executors of the lien are transferred to him according to the law. It also happens if another carrier pay claims to the executive.

Article 40

When things made available to third person by the disposition of principal, or should be delivered to a third person, the perpetrator can be used right mortgage for the claims to third parties only if the claim is in connection with the things that perpetrator holds according to this basis.

Article 41

That in their work adheres to these general requirements, the perpetrator may tell the customer and other business partners, by special act, but it is believed that on this circumstances informed interested parties and if this display in any document which communicates with the third parties

By the act of giving orders to conclusion or of the contract the principal and other business partners declare that are familiar with all the details of these general conditions, they have no concerns regarding the full meaning of the terms used and to fully and unconditionally accepted.

Article 42

By adopting of these general terms and conditions cease to be valid "General conditions forwarder Yugoslavia" adopted by the Federal Economic Chamber in 1970. year.

Article 43

These general rules shall enter into force on the eighth day of its publication in the "Official Republic of Serbia ".