

## GENERAL TERMS AND CONDITIONS

### I INTRODUCTION

The company "**EXPRESS SEE**" d.o.o. based in Belgrade, 6 Vladimira Popovića St. 11070 Novi Beograd, registration no. 21024023, TIN: 108561384 (hereinafter: **EXPRESS SEE**), within its business activity provides shipping (forwarding) services, i.e. for the needs of its clients for the purpose of dispatch or delivery of certain items, mediates in the organization of transport, concludes contracts for transportation and other contracts necessary for the execution of transport, and organizes and performs other common tasks and actions related to the dispatch and transport of goods. Other common operations and activities include all services pertaining to transport, customs representation, storage, manipulation, packaging, distribution of goods, insurance mediation and all other services from the business activities of EXPRESS SEE required for dispatch or delivery of certain items, including advisory services related to the above.

EXPRESS SEE provides all listed services as: (i) unique shipping service or (ii) individually each service for itself (transport of goods, storage, customs representation, etc.), as: (i) agent or (ii) independently or (iii) by hiring a sub-contractor for the purpose of execution of services.

EXPRESS SEE makes available to its clients all its business capacities and invests its knowledge and experience to provide services in the area of transport of goods and forwarding. The distinguished characteristics of services provided by EXPRESS SEE to clients requires establishment of certain general rules that would uniquely regulate mutual rights and obligations. The purpose of the General Terms and Conditions of EXPRESS SEE (hereinafter: **General Terms and Conditions**) is the establishment of clear and binding rules for clients and EXPRESS SEE regarding the provision of services.

In the business relationship between EXPRESS SEE and the client, at each stage of that relationship and regardless of whether a separate written contract is concluded between EXPRESS SEE and the client or not, these General Terms and Conditions apply. In the execution of the services in question, EXPRESS SEE assumes no obligations and responsibilities towards the client other than those regulated by these General Terms and Conditions, unless otherwise expressly agreed in a separate written contract. The General Terms and Conditions are supplemented by the special agreements between the Client and EXPRESS SEE in writing. In case of disagreement of the provisions of the General Terms and Conditions and special agreements, the latter shall be applicable. Special agreements and General Terms and Conditions apply before the dispositive legal Law on Contractual Relations ("Official Gazette of SFRY", No. 29/78, 39/85, 45/89 - Decision of CCY and 57/89, "Official Gazette FRY", No. 31/93 and "Official Gazette SCG", No. 1/2003 - Constitutional Charter).

Unless otherwise specified in writing, these General Terms and Conditions, as well as individual agreements that EXPRESS SEE directly concludes with the client, derogation or amendment of agreements and contracts previously or subsequently concluded by the client with carriers or

other service providers related to the carriage of goods shall not be carried out in any manner (e.g. provisions of B/L (Bill of Lading), CMR (Contract for the International Carriage of Goods by Road), CIM (Contract of International Carriage of Goods by Rail), AWB (Air Waybill), etc.) regardless of whether these entities are represented in this relationship by EXPRESS SEE as an agent or not.

At every opportunity, EXPRESS SEE shall act as required by the interests of client and with the care of a prudent businessman.

In its relationship with EXPRESS SEE, the client must act in accordance with the principle of conscientiousness and honesty and with the care of a prudent businessman.

Clients include: legal entities, individuals, farmers and other legal entities who are using or have used or intend to use services of EXPRESS SEE.

## **II INQUIRY, OFFER, OFFER ACCEPTANCE AND CONTRACT**

These General Terms and Conditions of EXPRESS SEE govern the general rules and conditions under which EXPRESS SEE provides a shipping service (which may include the organization of transport and/or storage of goods and/or customs representation and/or other services), or individually transport services, storage services or customs representation, as well as other related services, which it provides in its own name and for the account of the client, or in the name and for the account of the client, or in its own name and for its own account (hereinafter jointly referred to as: **Services**), as well as rules and obligations of parties in a business relationship regarding the provision of the same Services.

These General Terms and Conditions shall apply to all inquiries, Offers and Offer Acceptances, and to all special written service agreements.

The offer applies only to those services provided for by it and does not imply any other service not expressly specified therein. The offer is submitted to the Client in writing, by fax or by e-mail. The offer is only valid until the expiry of the period indicated therein and the Offer will be considered accepted if the Client informs EXPRESS SEE in writing, by fax or by e-mail, that it agrees to it, or submits to EXPRESS SEE information and/or documentation required for the performance of service, or makes available goods regarding which the service is performed.

The Offer and Offer Acceptance have legal force of the concluded Service Agreement, to which these General Terms and Conditions apply as an integral and inalienable part of the Service Agreement.

Service Agreements are generally concluded between EXPRESS SEE and the Client by Offer and Offer Acceptance, and in addition, mutually signed agreements are concluded in writing, and General Terms and Conditions of EXPRESS SEE apply to all of them, which form an integral part of those Offers and Agreements as their mandatory attachment.

Conclusion of a separate written Service Agreement between EXPRESS SEE and the client is not required by law, nor the absence of such contract affects the validity of the legal transaction between EXPRESS SEE and the client. However, if a separate written Service Agreement is concluded between EXPRESS SEE and the client, it generally includes all previous agreements between the parties contained in the Offer and the Offer Acceptance. In the event of different agreement of the parties contained in the concluded written agreement in relation to the agreement contained in the Offer and the Offer Acceptance, agreement contained in the concluded special written agreement shall be valid.

In the event of disagreement of certain provision of these General Terms and Conditions and certain provisions of the Offers, Offer Acceptances and the Contracts, the latter applies.

### **III SERVICE PROVISION ORDER**

EXPRESS SEE shall perform all services solely on the basis and in accordance with the client's order and the accepted offer for the provision of Services. The order must contain all necessary information about items and their characteristics, correct instructions regarding their dispatch or deliver and other Services, and it must contain other information necessary for the correct and timely execution of the given order. Any customer order for the provision of Services by EXPRESS SEE, which does not comply with the accepted offer, will be considered a new offer or invitation to make an offer.

When the services provided by EXPRESS SEE to the client include transport of goods, the client must submit an Order to EXPRESS SEE with the following information: date and place of delivery of the shipment for transport; name and address of the sender; name and date of loading of goods and place of destination; place and address of the consignee; normal description of the type of goods and the packaging method; number of packages, their special designations and numbers; gross weight of goods or quantity expressed in a different manner; value of goods, required instructions for customs and other formalities.

When the services provided by EXPRESS SEE to the client include storage, the client must submit an Order to EXPRESS SEE with the following information: type, value and quantity of goods, its name and address, name and last name of the driver, ID card, storage conditions (temperature, humidity, etc.), specifics (dimensions, mass, appearance), and everything else necessary so that EXPRESS SEE could perform its obligations without delay and interference.

When the services provided by EXPRESS SEE to the client include customs services, the client must submit an Order to EXPRESS SEE with the following information: name of importer, name of foreign partner, name of the user of goods, type of the foreign trade business, country of import and country of origin, purpose of import, place of import border crossing of goods, type, value, quantity, tariff position and the designation of goods, and all other information and instructions required so that EXPRESS SEE could fulfil its obligations without delays and interferences.

The clients must inform EXPRESS SEE about the properties of items which can jeopardize safety of persons or goods or cause damage.

In no event is EXPRESS SEE obliged to pay charges for customs duties, inspections and other administrative costs before the client makes available the funds for payment of the said costs, unless expressly agreed otherwise.

The order is submitted to EXPRESS SEE in writing, and order provided orally must be confirmed by the client in writing, preferably on the same, and no later than the next business day, until the end of the working hours. EXPRESS SEE may, and may not, confirm the Client's verbal order in writing.

When the order is clearly incomplete, vague or contradictory, EXPRESS SEE will promptly require necessary clarifications from the client. If it is not possible to obtain the necessary clarification according to the circumstances of the case, and the execution of the activity cannot be delayed, EXPRESS SEE must act with the care of a prudent businessman, protecting the client's interests.

The client shall bear all consequences arising due to incorrect, incomplete, unclear, contradictory and delayed order. When a client changes an account whose execution has already begun, EXPRESS SEE will act on the modified order if possible, without being responsible for the consequences caused by the order change.

#### **IV DOCUMENTATION**

The client must timely submit all documents necessary for order execution to EXPRESS SEE. It shall be deemed that the client failed to submitted the documents to EXPRESS SEE if the client notified EXPRESS SEE that its business partner would submit such documents, and the business partner of the client fails to deliver them in a timely manner.

All consequences arising from faulty documents, defects in documentation or their untimely submission to EXPRESS SEE shall be borne by the client.

In terms of documents required for transport of items, EXPRESS SEE can use the existing standard documents - forms that are common in certain branches of transport. Should these documents contain clauses that reduce or exclude the liability of carriers, the same shall also apply to the liability of EXPRESS SEE towards the Client.

EXPRESS SEE does not examine the validity of authorizations of the bearer of accompanying documents, nor signatories of the order. Similarly, EXPRESS SEE, upon receiving the order, does not examine whether there are legal or other interferences for the dispatch of goods, or whether there are import, export or transit restrictions, bans, etc., and any costs in such events will be borne by the client.

## **V RECEIPT AND HANDOVER OF GOODS**

The client, i.e. a person authorized by the client (partner), must pack the goods according to its nature, signs and needs of the transport route and the means of transport. The client is responsible for the packaging of goods, and EXPRESS SEE is not liable for damage caused by inadequate, insufficient or unsuitable packaging of goods or unpreparedness of goods (including stacking of goods in the cargo space). The client carries out the loading and unloading of goods and bears liability for all damage that is caused or that is a consequence of loading or unloading, unless expressly agreed otherwise.

EXPRESS SEE has the right, but not the obligation, to refuse to receive goods for transport for which it estimates that it may cause damage to other shipments or cause other types of damage, and certainly reserves the right to subsequently claim damages from the Client.

It is deemed that EXPRESS SEE received the goods when it takes them over to execute the order. Unless agreed otherwise, EXPRESS SEE can carry out transportation by itself, in whole or in part. If EXPRESS SEE carried out the transport itself, it has the rights and obligations of the hauler/carrier.

If the client, consignee or another authorized person fails to undertake anything with the shipment within the appropriate period, EXPRESS SEE has the right to sell it according to the rules on the sale of the due goods in the event of creditor's delay, and to collect its claims from the achieved prices, and it must pay the remainder to the account of the client or authorized person or at the expense of the user place it in the appropriate deposit in court or with a notary.

If, when taking the goods, the client or consignee fails to submit written complaints in terms of the qualitative or quantitative condition of the goods, the goods will be deemed to have been duly received.

Should it be established that the transported or taken over goods have defects, the identified defects must be noted in a record signed by the authorized person of recipient of goods and by the carrier.

When the shipment arrives at the destination visibly damaged or with visible packaging shortfall, EXPRESS SEE shall, without delay, inform the client on the damage and all events relevant to the client and undertake all necessary measures to preserve its rights towards the responsible person. If EXPRESS SEE deems that certain actions should be taken in the interests of the client, and cannot obtain its instructions beforehand, it is authorized to perform such actions for the account and at the risk of the client.

## **VI PLEDGE AND RETENTION**

In order to ensure the collection of its claims incurred in connection with the Services, EXPRESS SEE has the right of pledge and retention on all goods submitted for the purposes of and in

connection with the Services, or on all other items yet to be handed over to EXPRESS SEE for dispatch or other services provided by EXPRESS SEE, whether those things are directly related to the Services in relation to which the claim in question arose, as long as they are in its possession (direct and indirect) or while holding a document using which it can dispose of such items.

If the client fails to settle any claim related to the services, EXPRESS SEE may, out of court, approach the sale of the pledged/retained item on public sale upon expiry of eight days from the warning given to the client and the pledgor, when they are not one and the same person, that it would do so. EXPRESS SEE will inform both persons in a timely manner about the date and place of sale. If the pledged/retained items have a market or stock price, EXPRESS SEE can sell them at that price, upon expiration of eight days from the warning given to the client and the pledgor that it will do so.

EXPRESS SEE has the right to charge from the price achieved by selling the item, on which there is pledge/retention right, before other creditors, its claim, due interest, expenses incurred for the preservation of the pledged/retained item, and expenses associated with the collection of claims.

## **VII ROAD TRANSPORT**

EXPRESS SEE or person engaged by EXPRESS SEE for the purpose of transport of goods shall, upon arrival to the place designated in the Order as the place of delivery, hand over the transported goods to the person designated as the consignee in the Order.

EXPRESS SEE or person engaged by EXPRESS SEE for the purpose of transport of goods shall issue the required number of waybills - CMR, i.e. delivery notes, as a proof of delivery, signed by the consignee when taking over the goods. Signed consignment note - CMR, i.e. delivery note without quantitative or qualitative complaints by the consignee on CMR, i.e. delivery note, shall be deemed a credible evidence that EXPRESS SEE or person engaged by EXPRESS SEE for the purpose of transporting goods, has timely delivered the transported goods to the place of delivery without damage.

## **VIII WATERBORNE TRANSPORT**

EXPRESS SEE shall perform the transport of goods through maritime and river transport by ships on international lines. For the purpose of fulfilling the client's Order, EXPRESS SEE shall agree with the shipper or transport agent the transport of goods by sea or river route from the place of loading to the place of discharge. All rights and obligations apply to this contractual relationship, as well as liabilities prescribed on the back of the Bill of Lading.

EXPRESS SEE shall not bear any liability for costs incurred due to the fact that the port organization or shipping company failed to meet the usual conditions of loading and discharge

in the port, and will not be liable for damage incurred in that manner.

EXPRESS SEE shall not bear costs incurred due to the closure of the port, pier, shunting and collection stations and other traffic points, warehouse deficiencies, vehicle deficiencies, ship waiting in the port and other vehicles in ports and railway stations, overtime work, waiting during holidays and other non-working days and interruptions due to bad weather and/or other reasons of force majeure, and will not be responsible for damage incurred in that manner.

EXPRESS SEE shall not be responsible for the content and accuracy of the notification of the shipper and its agent in terms of movement and arrival of the ship, nor for notifying other haulers/carriers. EXPRESS SEE is not responsible for the costs of the demurrage not incurred by proven fault of EXPRESS SEE. In the event of a general average EXPRESS SEE must inform the client on the facts it learned.

## **IX AIR TRANSPORT**

EXPRESS SEE will carry out the transport of goods via air traffic through international air lines. EXPRESS SEE will carry out the transport of goods by air transport taking into account all benefits offered by this form of transport when contracting the price and conditions of air transport as contracted agent of airlines or their authorized agents (IATA cargo agent). These services are subject to all rights and obligations, and responsibilities prescribed on the back of the air waybill.

## **X RAIL TRANSPORT**

EXPRESS SEE will carry out the transport of goods via rail transport through international rail lines. In order to fulfil the client's Order, EXPRESS SEE will arrange the transport of goods from dispatch to the shipping station at the applicable Railway tariff. These services are subject to all rights and obligations, as well as responsibilities prescribed on the back of the railway waybill and the operating conditions of the Railway.

## **XI INTERMODAL TRANSPORT**

EXPRESS SEE also carries out international combined transport (intermodal transport) of goods, which involves combining various modes of transport (ship, plane, railway and road) in the organization of transport of the shipment from the place of loading to the final destination.

Intermodal transport of goods in one and the same intermodal freight unit or road vehicle that consecutively use two or more modes of transport, without manipulating the goods, in the event of a change in the mode of transport.

In order to fulfil the client's order, EXPRESS SEE will arrange intermodal (combined) transport by

two or more modes of transport from the dispatch to the shipping station at the applicable tariffs of the used modes of transport. Regardless of which modes of transport are included in the specific case of intermodal transport of goods, these services are subject to all rights and obligations, and responsibilities prescribed on the bill of lading or air waybill, depending on which of these two modes of transport is predominant.

EXPRESS SEE shall not bear costs incurred due to the congestion of the port, pier, shunting and collection stations and other traffic points, warehouse deficiencies, vehicle deficiencies, ship waiting in the port, airplane in the airport, and other vehicles in ports and railway stations, overtime work, waiting during holidays and other non-working days and interruptions due to bad weather and/or other reasons of force majeure, and will not be responsible for damage incurred in that manner.

## **XII CUSTOMS CLEARANCE**

For client's purposes, EXPRESS SEE shall perform services of customs representation in the proceedings before competent customs authorities in respect of goods subject to the Service, only if so specified in the agreement or service provision offer. Customs representation is direct, and in the customs process, EXPRESS SEE acts on behalf and for the account of the client, unless otherwise defined by a written contract or prescribed by law. EXPRESS SEE submits customs documents based on the information of the client or his business partner. EXPRESS SEE is not obliged to exercise physical control of the goods, and is not liable if the data is not consistent with the actual condition.

Should the client fail to submit to EXPRESS SEE the tariff position for classification of goods in its Order, EXPRESS SEE shall classify the goods in the appropriate tariff rate based on the available documentation submitted by the client, but it shall not be responsible for the accuracy of the tariff rate or for damage that may arise from the wrong classification of goods, while the client assumes full responsibility and damage due to wrong classification of goods, taking into account that the goods may be classified into the suitable tariff rate based on the Binding notice on tariff classification of the Customs Administration. If needed, upon special request of the client, EXPRESS SEE shall submit a request for obtaining the relevant notification. EXPRESS SEE is not responsible if the document on preferential origin is not in accordance with regulations or is not valid.

EXPRESS SEE is entitled to a special fee for the performance of duties of the customs representative. The order for customs clearance of goods does not contain the obligation of EXPRESS SEE to pay customs duties for the client's account, rather such obligation must be specifically contracted by a written agreement. When the place of customs clearance is not specified in the order, the same will be determined by EXPRESS SEE.

The Client is obliged to timely submit to EXPRESS SEE in writing the Order in accordance with these General Terms and Conditions, with all necessary information for each individual action,



which must be carried out by EXPRESS SEE in order to fulfil the obligations of customs representation.

The client is obliged to timely submit all necessary and correct documentation so that EXPRESS SEE could fulfil its contractual obligations, and to submit all necessary explanations in terms of goods and documentation subsequently requested by EXPRESS SEE. If the client fails to act in the said manner, it must compensate to EXPRESS SEE all damage that can arise from such behaviour of the client, and EXPRESS SEE will not be liable for the damage potentially suffered by the client.

The client guarantees the accuracy of data from documentation, which it is obliged to submit to EXPRESS SEE for the execution of services. Should it be determined in the control process that any data submitted by the Client is not correct, or does not correspond to the accompanying documentation, resulting in any damage for EXPRESS SEE, the Client undertakes to reimburse any damage incurred to EXPRESS SEE.

### **XIII STORAGE**

Immediately upon receipt of the goods to the warehouse, EXPRESS SEE will warn the client about defects in terms of the condition or quantity of goods and other visible defects. EXPRESS SEE must timely notify the client about changes it notices on the goods, and dangers of goods being damaged. When taking goods from the warehouse, the client or another authorized person must inspect the goods.

### **XIV DEADLINES**

EXPRESS SEE is responsible for the deadline of dispatch or delivery, only if it has expressly committed itself to it, and even then within the limits of the liability of the hauler/carrier and other participants in the transport of goods it engages.

In the event of transshipment at the place of transshipment, EXPRESS SEE must act conscientiously and carefully, in order to execute the transshipment in the most convenient manner. EXPRESS SEE is not responsible for interferences and delays in transshipment of items due to failures of carriers, transshipment and other organizations or reasons of force majeure. EXPRESS SEE is not responsible for untimely placement of vehicles by the hauler/carrier, and for untimely arrival of things due to objective circumstances such as traffic jams, traffic jams at border crossings, vehicle failures, traffic accidents and other emergencies.

### **XV INSURANCE**

EXPRESS SEE may insure the goods received for transport upon written order of the Client for an additional fee, according to the price list delivered separately upon request. Additional insurance or higher value insurance coverage does not constitute a declaration of value or interest and

does not lead to an increased limitation of liability. Insurance of a single shipment does not result in the obligation of EXPRESS SEE to ensure all subsequent shipments of its client. When the insurance order during the provision of transport services does not include special risks to be covered by insurance, EXPRESS SEE must cover only basic transport risks.

## **XVI SERVICES FEE, COMPENSATION OF COSTS AND DAMAGE COMPENSATION**

EXPRESS SEE is entitled to compensation for its services in accordance with the Offer, and compensation of costs incurred during the execution of services, which the client must pay within the period defined in the offer for the provision of Services or invoice.

The offer in the form of one total amount (dispatch with a fixed fee which, among other things, contains the freight, costs of customs representation, storage and other costs), is valid according to circumstances that exist at the time when the offer was made. The client must separately compensate the costs to EXPRESS SEE which are not included in the fixed fee.

EXPRESS SEE will calculate the provided services fee in EUR or USD, which will be charged in RSD to residents in the Republic of Serbia according to the official selling exchange rate of the National Bank of Serbia on the day services were provided (Date of service) increased by 0.5%.

Complaints to the invoice may be submitted within seven days from the date of their receipt. If a part of the claim is contested, the client must settle the undisputed part within the deadline and must submit a written complaint for the contested part, within 3 days from the date of invoice receipt.

If the client uses a bank guarantee of EXPRESS SEE, it must pay all costs incurred during the import or export of goods in the name of customs debt within the prescribed time limit. Should the client fail to pay the customs debt within the statutory deadline, EXPRESS SEE will reinvoice the interest for the invoice of the Customs Administration and additionally charge the service of using the bank guarantee.

If the client does not pay its debts within the agreed period, it undertakes to pay the statutory interest established for the delay.

The fee agreed or established by the Offer cannot be changed in the event of change in the price of fuel and other expenses on which the price of transport and other services depends, i.e. changes to prices determined by persons engaged by EXPRESS SEE for the execution of the Services. In the event of price change, the client may accept the price change or cancel the agreement with the proportionate compensation for the already performed actions and with reimbursement of expenses, unless agreed otherwise.

The client will be fully liable to EXPRESS SEE for each loss or damage, as well as costs and expenses arising from incorrect and incomplete information or instructions or due to disorderly and/or untimely collection of goods and/or performance of other obligations from the Service

Agreement by the client or any other legal and natural person performing activities on its behalf, which includes but is not limited to costs: demurrage fees, storage fees, vehicle-detention costs, costs (penalties) due to exceeding the permissible weight, costs (penalties) due to undeclared goods, etc. This also applies to goods that caused death or personal injuries, property damage, environmental pollution or any other type of loss.

The Client is not allowed to use the equipment of EXPRESS SEE used in the process of executing the Service Agreement (containers for transporting goods and other equipment owned by EXPRESS SEE, or for which EXPRESS SEE has the right to use) outside the requirements of execution of the Service Agreement and contrary to their purposes. The Client is obliged to hand over the equipment to EXPRESS SEE (containers for the transport of goods, etc.) upon completing the Service Agreement in clean condition and without damage. The Client shall be fully liable to EXPRESS SEE for any loss or damage to containers for the transport of goods and other equipment of EXPRESS SEE used in the performance of the Service Agreement, resulting from the fault or inattention of the client. This responsibility shall be deemed to have arisen for the client at the time when EXPRESS SEE, through its employees or third parties, established that the submitted equipment is damaged or inadequately cleaned. EXPRESS SEE is authorized, as its choice: (i) to invite the client to carry out cleaning and/or repair of equipment or (ii) to independently carry out/organize cleaning of the equipment and repair of damage, and to calculate and invoice the client for the cost.

## **XVII RESPONSIBILITY AND LIMITATIONS OF LIABILITY**

EXPRESS SEE is liable for the loss or damage of goods according to the 1956 Convention on the Contract for the International Carriage of Goods by Road (CMR Convention) and other applicable laws and applicable transport regulations (such as the Law on Road Transport Contracts, CIM, Hague Rules, etc.), and the liability of EXPRESS SEE is limited to one harmful event and for all harmful events that occurred in one month up to the amount invoiced to the Client by EXPRESS SEE for transport services, in the month in which the harmful event occurred, i.e. in which adverse events occurred. Limitations of liability in accordance with the applicable transport regulations (such as CIM, CMR, Hague Rules, etc.) and these General Terms and Conditions will apply even if the documentation accompanying the goods or issued by EXPRESS SEE specifies the value of goods or insured value which exceeds the limitations of liability established in the above regulations.

EXPRESS SEE is responsible for the damage suffered by the Client by the fault of EXPRESS SEE during the provision of customs representation services, whereby EXPRESS SEE is limited to one harmful event and for all harmful events occurring within one month up to the amount invoiced by EXPRESS SEE to the client for the customs representation services in the month in which the adverse event occurred, i.e. in which adverse events occurred. Liability of EXPRESS SEE is limited by the same principle for all other services not expressly mentioned in this Article.

EXPRESS SEE shall not be liable for damage, loss or delay caused during the provision of services not due to the fault of EXPRESS SEE, and in particular caused by:

- due to circumstances it could not avoid;
- due to consequences it could not prevent;
- defects or natural properties of goods or defective packaging;
- due to force majeure;
- due to untimely submission or non-submission of accurate information by the client, necessary for the performance of services;
- by the fault of the client or its business associate;
- due to the instructions of the client or the consignee.

EXPRESS SEE shall invest the appropriate effort and take optimally available measures in the provision of Services and ensuring the optimal transit time of shipment. EXPRESS SEE does not undertake to load the shipment at the place of receipt or loading or that it will arrive to the place of discharge, destination or transshipment aboard on any particular vessel or another conveyance on any particular date or time or arrive in time for any particular use. Responsibility regarding the transit time of shipment in the organization of waterborne and intermodal transport is entirely up to the shipper and/or other carrier, in accordance with the provisions and conditions stated on the back of the Bill of Lading.

EXPRESS SEE is not responsible for acts or omissions of third parties, such as haulers/carriers, warehouses operators, port operators and other forwarders, and others not listed, unless EXPRESS SEE itself has shown the necessary attention in the selecting, giving instructions or supervising those third parties.

EXPRESS SEE will in no event be liable towards the client for direct, indirect or consequential loss that may arise in the event of the exercise of rights of EXPRESS SEE from Article VI (Pledge and Retention) of these General Terms and Conditions.

EXPRESS SEE shall not be liable for incorrectly calculated customs and other public duties and it is not obliged to file a complaint for the disputed calculations, unless expressly agreed otherwise.

If the client or its business partner do not place the goods to the place of loading in a timely manner or if the client changes data relevant to the transport, loading or unloading of goods after delivery of the Work Order, and EXPRESS SEE as a result suffers damage, the parties agree that the client is obliged to compensate the incurred damage to EXPRESS SEE.

For any retention of the vehicle not specified in the operating order, which is not caused by the fault of EXPRESS SEE, the Client will be obliged to pay compensation to EXPRESS SEE in the amount of EUR 150 /day in dinar equivalent at the selling rate of NBS on the date of payment.

If the Client fails to provide accurate data or documentation to EXPRESS SEE, he must reimburse all damages incurred by EXPRESS SEE to EXPRESS SEE. Also, should it be established in the control procedure that the type, quantity, naming and tariff number, i.e. paragraph of the goods does

not comply with the data submitted by the client to EXPRESS SEE and/or accompanying documentation, resulting in any damage to EXPRESS SEE, the Client shall be obliged to immediately reimburse the damage to EXPRESS SEE.

## **XVIII FORCE MAJEURE**

Force majeure is any circumstance or event whose effect could not be predicted, avoided or eliminated, which prevents EXPRESS SEE or client from duly fulfilling all or certain obligations, so none of them bears responsibility to the other party due to inability to fulfil its obligations or for damages resulting from the effect of force majeure. Force majeure particularly includes: earthquake, flood, fire, weather disasters, malfunctions in electrical installations and networks, interruptions in supply of electricity - power restriction, war, street riots, strike, demonstrations, government acts, commission of a criminal offence by a third party and all other events whose effect could not be predicted, avoided or eliminated. EXPRESS SEE is not liable to the client in any manner for the failure to fulfil or unduly fulfilment of its obligations when they occurred due to unduly fulfilment of client's obligations.

Should one of the parties be prevented or delayed in the execution of any of its obligations due to force majeure, the affected party shall inform the other party as soon as possible about the occurrence of force majeure, after which they will jointly aim to find a mutually appropriate solution for the new situation. Should the prevention of performance of obligations persist in a period that is unacceptable for the other party, the other party is authorized to withdraw from the contract by submitting a written notice, and all rights and obligations arising up to that moment shall be considered valid until their fulfilment.

## **XIX TRADE SECRET**

The Client and EXPRESS SEE shall keep as a trade secret all information, data or documents of any nature and will not disclose them to any third parties during the period of business cooperation and after the termination of business cooperation. If the client or EXPRESS SEE violate an obligation from the previous paragraph, they must compensate to the other party all damage caused as a result of a breach of the obligation to keep trade secret. The obligation of keeping trade secrets will not include information that must be published in accordance with the applicable legal norms in the Republic of Serbia.

The client authorises EXPRESS SEE to exchange secret and personal information in the necessary scope with its employees, consultants, associates (current and prospective) and other persons and enter into the documentation arising in connection with the execution of the Services. The Client and EXPRESS SEE shall treat the said information in accordance with their obligation to keep the confidentiality of information they have learned in business, ensuring in accordance with their authorization, the confidentiality of handling such information and protection of trade secret on the part of all persons who will be granted access to the protected data, as well as their

use solely for legitimate purposes and in no manner that could be deemed contrary to the interests of the parties.

## **XX PERSONAL DATA PROCESSING**

By accepting these General Terms and Conditions, the Client expressly agrees that EXPRESS SEE, for the purpose of performance of legal and contractual obligations, preventing, examining or detecting fraudulent actions or abuses related to the Services, further development and enhancement of business and future business cooperation, and for marketing and statistical purposes, may collect and process data pertaining to the Client - personal data provided at the time of establishing, maintaining and changing the contractual relationship and that it can make them available to the competent state authority in accordance with the positive regulations of the Republic of Serbia, and to a third party with whom EXPRESS SEE concludes an agreement on the provision of services of extrajudicial or judicial collection of the due and outstanding claims to the client.

EXPRESS SEE shall keep and process all data as a trade secret, applying all available technical and organizational measures of data protection in accordance with regulations governing personal data protection and internal acts of EXPRESS SEE.

By accepting these General Terms and Conditions, clients-natural persons confirm that, in accordance with the Personal Data Protection Act, they are familiar with the method of collecting their personal data, and that they agree to the processing (electronic and physical) thereof for the duration of their business relationship with EXPRESS SEE and keeping them even after the termination of this relationship and until the expiration of the statutory deadline for storing this data.

## **XXI COMMUNICATION**

EXPRESS SEE may communicate with the client verbally, but only communication in writing or other permanent data carrier is considered legally binding.

When EXPRESS SEE submits its letters to the Clients personally or the last known address of residence, domicile or registered seat or telephone number, fax number and/or e-mail address, reported to EXPRESS SEE by the Client, they will be deemed to be letters received by the Client at the moment of sending the letters to them, if sent via:

- a) fax - on the day the fax was sent to the Client as evidenced by the receipt from the fax machine;
- b) e-mail - on the day the electronic message was sent as evidenced by a printed computer receipt;
- c) SMS message - on the day the SMS message was sent as evidenced by the printed

- confirmation from the system;
- d) courier services - after the usual necessary time for courier delivery, as evidenced by the confirmation of the courier service;
  - e) mail - after the usual time necessary for the arrival of the shipment, including sending the parcel to the address of the third party authorized to receive correspondence on behalf of the Client, and in accordance with the express written statement submitted by the Client to EXPRESS SEE in this regard.

EXPRESS SEE has the right to determine one or more models/means of communication with the Client provided for in Article XXI if the contract between the Client and EXPRESS SEE does not specify the means of communication.

The Client is obliged to notify EXPRESS SEE without delay and at the latest within 3 days from the date of the change of his/her personal name, address, loss or change of job, or change of name, seat or any status or other change registered with the competent authorities and about other elements important for its communication with EXPRESS SEE and the settlement of its liabilities towards EXPRESS SEE.

Letter sent by the Client to EXPRESS SEE shall be deemed received by EXPRESS SEE only after the Client's copy of the document has been certified by the EXPRESS SEE stamp upon arrival or after the issuance of a written confirmation on the receipt or in other events in accordance with the law.

EXPRESS SEE may accept the Client's order via e-mail or fax, in accordance with applicable laws and regulations.

## **XXII DURATION AND TERMINATION OF THE CONTRACT**

Unless agreed otherwise, contracts shall be concluded for a definite period of time and they will be terminated upon complete fulfilment of contractual obligations of both parties.

If the client's right to withdraw from the agreement is agreed, and the client takes advantage of that right, it will be obliged to pay to EXPRESS SEE the proportionate part of the compensation for the previous work, and to compensate to EXPRESS SEE all expenses it incurred until then.

Provisions of Article XVI, XVII and XIX shall apply in the event of termination of agreement for any reason.

## **XXIII TRANSITIONAL AND FINAL PROVISIONS**

Titles of certain articles and/or points of the General Terms and Conditions are stated for

convenience and have no importance in interpreting provisions or contracts.

The invalidity or nullity of certain provisions of the contract concluded with the client of these General Terms and Conditions shall not affect the validity of other provisions of the contract and the contract as a whole, i.e. General Terms and Conditions, if they can survive without such provisions and if they did not represent decisive reason or only objective for its conclusion or adoption.

The provisions of the Law on Contractual Relations and other applicable regulations of the Republic of Serbia shall apply to everything not governed by the offer and offer acceptance and these General Terms and Conditions, excluding provisions on the conflict of laws with regulations of other countries.

General Terms and Conditions of the Client shall not apply to the business relationship of EXPRESS SEE and the client, even if the Client submitted them to EXPRESS SEE, referenced them in the Work Order or another document and if EXPRESS SEE did not explicitly oppose their application.

In the event of a dispute that cannot be resolved amicably by the parties, the Commercial Court in Belgrade or another court with actual jurisdiction in Belgrade will be competent.

These General Terms and Conditions were drawn up by the Law Firm Sekulović, i.e. Vlatko Sekulović, lawyer from Belgrade, 6 Vladimira Popovića St. 6, 11070, and the client and EXPRESS SEE, in accordance with Article 102 of the Law on Obligations entrust the said lawyer to interpret any inconsistencies in terms of the meaning and reach of the provisions of the General Terms and Conditions and the Service Agreement. In that event, the parties cannot initiate a dispute before a court or other competent authority until they have previously obtained interpretation of the General Terms and Conditions and/or Service Agreements by the appointed lawyer.

Any delay or failure to request fulfilment of a certain contractual obligation or exercise of any right from these General Terms and Conditions, offer or contract shall not be deemed a waiver of the fulfilment of such obligation or exercise of such right.

These General Terms and Conditions shall apply to all services provided by EXPRESS SEE to its clients. EXPRESS SEE informs the client on the application of these General Terms and Conditions by highlighting the notice on the application of these General Terms and Conditions on any document with which it communicates with the client, with the submission of General Terms and Conditions or indicated internet address where they can be found. By the act of issuing an order or concluding an agreement, the client and other business partners declare they are familiar with all details from the General Terms and Conditions, that they have no doubts about the full meaning of used terms and that they accept them fully and without question. These General Terms and Conditions are published on the website of EXPRESS SEE [https:// expressglobal.com](https://expressglobal.com) and available to all existing and future users of services of EXPRESS SEE.



In Belgrade, August 1, 2020.