

## GENERAL TERMS AND CONDITIONS

### with clients in domestic and cross-border transport of goods

1. The subject of these General Terms and Conditions (hereinafter: GTCs) is the regulation of rights and obligation of clients contracting transport of goods who is hereby concluding with the company PROLO d.o.o. Čakovec (hereinafter: PROLO) the contract on domestic or cross -border transport of goods.

2. The contract for the transport of goods from the previous item of these GTCs shall be considered to be concluded at the moment when PROLO accepts an offer or a transport order in writing.

If the client submits to PROLO a request for PROLO to enter a bid for transport of goods, such a bid shall be valid for four (4) hours, unless otherwise stated in the bid itself.

The client may cancel the order without compensation to PROLO if such cancellation should happen within one hour of the confirmation of that order, provided that more than 24 hours are left to the agreed loading time. If the client should cancel the order under the previously set conditions between 12 and 24 hours before the contracted loading time, he shall pay PROLO the amount of 30% of the agreed transport fare. If the client should cancel the order under the previously set conditions within 12 hours before the contracted loading time, he shall pay PROLO the amount of 70% of the agreed transport fare.

The client or or the carrier shall draw up a bill of consignment (waybill) on a shipment submitted for transport; the waybill represents a confirmation of the concluded Contract on the transport of goods (hereinafter: the Contract). The absence, irregularity or loss of the waybill does not affect the validity and the existence of a the Contract.

3. By accepting the offer or order for the transport of goods, PROLO hereby confirms that it has appropriate vehicles for the transport of goods being the subject of the Contract, which implies, without limitations, the adequacy of the loading/unloading vehicle and unloading of the goods in question with the help of a fork lift and other vehicles for transporting the goods at distributable checkpoints.

By their acceptance of the pertinent offer or order, PROLO also confirms that vehicles, as well as drivers and other persons engaged in the transport of goods, have a valid permit, especially in the event of transportation of special and/or dangerous cargo.

In case of knowledge of circumstances that would in any way represent a restriction or the ability to restrict the transport of the goods in question, PROLO shall inform the client of this as soon as he receives the respective offer or order for the transport of goods, and in case it should acquire such knowledge after accepting the offer or order, it shall immediately inform the client of this; in case, each party in the Contract shall be authorised to terminate the Contract without any obligation of compensation for any damages, costs or expenses of the other party.

The client shall be authorised to change the instructions and information on transportation that affect the selection of the type of transport vehicle, the mode of transport, etc. within one hour of the order confirmation. In this case, PROLO shall not be bound by the previously offered or contracted price transport and shall be authorised to offer the client a new price for the transport of goods. If the change of instructions and information on the transport by the client should follow later than one hour from the order confirmation, the client must pay PROLO a fee for additional transportation insurance costs in the amount of 100 EUR.

4. PROLO shall have a valid insurance policy against transport liability to the appropriate amount, with the appropriate territorial and temporal coverage of all basic risks, at all times during the validity of the Contract.

5. PROLO undertakes to access the location of loading in a timely manner, before the indicated loading time, and in accordance with the transport order received.

If PROLO should be unable to act in accordance with the transport order due to vehicle failure or any other reason, it shall immediately inform the client by telephone and send a written notification by electronic mail as soon as possible.

PROLO shall undertake to provide replacement transport in a timely manner, but shall not be liable for damages or additional costs to the client, provided that PROLO has informed the client of its inability to perform the transport in accordance with the provisions of this Item.

6. PROLO shall not be obliged to carry out the loading, unloading and manipulation of the goods, unless this has been specifically contracted. In doing so, PROLO performs the control of loading of the goods and makes sure that the goods are loaded in a safe and proper manner, distributed within the vehicle, and that the vehicle is not burdened above the maximum allowable mass or the permissible axle load. PROLO shall provide the equipment necessary for securing and affixing the cargo (using equipment such as levers, rods, ropes, strips, anti-slip tires, protractors, security cables, etc.) that was previously announced in writing.

In case of observing irregularities during loading, unloading or manipulating the cargo, the PROLO employee shall inform the person in charge about this and ask from that person to eliminate such irregularities. If the person in charge should not act in accordance with the instruction of the PROLO employee, or if any other deficiency was observed (e.g. damaged or inappropriate packaging, etc.), the PROLO employee shall enter a complaint on the waybill, and immediately after learning of the deficiency inform the client by telephone and send a written notification by electronic mail as soon as possible.

If PROLO hired a subcontractor or ceded the transport duties to another carrier, then that subcontractor or carrier shall be fully and independently liable and committed to fulfilling the duties of the carrier listed in this Item of the GTC.

7. PROLO shall not be responsible for any damage caused by errors in the offer or order for the transport of goods, or any other documentation submitted by the client. PROLO shall also not be responsible for any damages that arise due to damaged or inappropriate packaging or damages made on the goods due to loading, unloading or manipulating goods by other persons who are not PROLO employees.

8. The acceptable time for loading and unloading and import / export customs is 3 hours; PROLO's waiting within this time frame is included in the basic transportation fee. In case of longer wait, PROLO shall be authorised to seek from the client or other person responsible for the payment of the transportation fee, the additional fee at the amount of true incurred costs, and at least 55 EUR per hour.

9. PROLO undertakes to carry out the transport of goods in a safe manner, using the route corresponding to the type of goods being transported, and shall use safe parking lots for rest periods and shall be responsible for the safety of goods in transport.

10. PROLO shall be authorised without a special prior consent of the client to use the services of a subcontractor or to cede the transport of goods to another carrier. PROLO shall undertake to ensure that in such a case the subcontractor or another carrier fulfils all the conditions from these GTCs; however, the carrier or the other carrier shall fully and independently be directly liable to the client, the recipient of the goods and to any other authorised person for any damages and the costs created in connection with this transport of goods. Accordingly, the client shall be authorised and obliged to send the claim for damages directly to the subcontractor or other carrier, or their insurer, and PROLO shall provide reasonable support to the client, the recipient of the goods, or other authorised person in the realisation of their claim.

PROLO shall particularly not be responsible for any form of damages or expenses that would be incurred by the client or the recipient of the goods due to erroneous or incomplete filling of transportation and accompanying documents, revealing confidential information, or when the carrier is being present in the client's facilities or the facilities of the recipient of the goods, or other persons.

The client, the recipient of the goods or other authorised person shall be authorised and obliged to send each such claim directly to the subcontractor or the other carrier.

11. PROLO shall be authorised, without prior consent of the client, to tranship the goods, load additional goods, carry out the transport of goods not covered by the transport order; however, in this case, PROLO shall be responsible for any damages caused to the goods being the subject of the Contract.

12. PROLO shall, immediately by telephone, and by electronic mail as soon as possible, inform the client of any failed attempt to deliver the goods, as well as all other problems in the execution of the contractual obligation, and of every objection made by the recipient of the goods.

13. PROLO shall be responsible for all damages created on the goods during transport, in accordance with the provisions and limitations of the CMR conventions and protocols, and within the limits of the insurance policies for carrier's responsibilities issued to a minimum amount of 100,000 EUR, with the burden of proof being with the client, or other person seeking damages. PROLO shall not be responsible for the costs of disposal or different manipulation of the goods, or for any indirect damages regarding any harmful event (e.g. termination of business relationship, etc.).

14. The Client shall compensate PROLO for any damages and costs caused by the shortcomings in the transportation order, inappropriate packaging, etc.

15. PROLO shall, along with the invoice for services rendered, submit a properly certified documentation in accordance with the specification of the transportation documentation from the transportation order.

16. PROLO shall keep all the information on the client and his business partners that can be justifiably considered confidential and which he learns of during the fulfilment of his obligations under the Contract.

17. In the event that the provisions of the general business conditions or other acts of the client or other participants in this transportation undertaking should deviate from the provisions of these GTCs, the provisions of these GTCs shall be prevalent.

18. If individual provisions of these GTCs were to become null, void or unenforceable for any reason, the provisions of the CMR convention, then other forced legal provisions, and in the absence of these, provisions that are closest in their economic effect to the null, void or unenforceable provisions, shall be used.

Date:

02.05.2023.

19. The client confirms that he has read and understood and that he accepts the provisions of these GTCs by confirming the transportation order or accepting PROLO's offer.

Date:

02.05.2023.