

## TERMS AND CONDITIONS

PREVIOUSLY upon receipt with all supporting documents. As discussed reconfirm this order within 10 minutes. With the acceptance of this order you expressly declare the compliance with the regulations of the MiLoG **We do not accept invoices by mail** In case of non-compliance with the following GTC's a freight reduction of 45,00 € will be made Your driver is responsible for both loading at loading points and unloading at unloading points.

### General Agreements:

The following agreement shall apply to all activities of the carrier and shall also apply to future transport orders, unless and until otherwise agreed.

The sequence of loading / unloading points must be strictly adhered to.

In case of delays / problems in the transport process and damage to the cargo, LOGILAB Logistic & Trade d.o.o., Zagreb (or the respective contact person) must be informed via e-mail or status report using our online facilities at [www.logilab.pro](http://www.logilab.pro).

All vehicles must be in clean and technically/optically perfect condition. In the case of tarpaulin vehicles, all aluminum or wooden boards must be in place. 12 Straps / locking bars for securing the load must be carried! In case the truck cannot be loaded by the customer due to technical deficiencies (e.g. tarpaulin leaking, technical deficiencies, condition of the loading area etc.) the carrier will immediately provide a replacement truck. LOGILAB Logistic & Trade d.o.o., Zagreb must also be informed about this immediately.

The transfer of the order to third parties without prior written consent is prohibited!

Transhipments or additional loads are forbidden. For German National transports a basic liability of **40 SDR/kg** gross according to § 449 II sentence 2 number 1 HGB is agreed. Deadlines must be observed. For delays of the carrier at the takeover of the load or the delivery, a freight deduction of 50,00 EUR net takes place, independently of further damages, which the client reserves himself.

### SPECIAL ARRANGEMENTS:

Unitary takeover is requested. The drivers are obliged to carry all transport documents and identification papers, driver's card and driver's license.

If the carrier is responsible for loading/unloading or lashing, he shall check accordingly. During the entire transport route, the carrier/driver is responsible for the continuous securing of the load in a manner safe for transport and for the proper subsequent securing of the load. Even in the case of partial unloading, appropriate load securing or subsequent securing must be ensured up to the last unloading point.

The truck used must be suitable for carrying out the transport and in technically perfect condition. The superstructures must be tight, clean and odor-free; in case of damage due to moisture penetration, we will hold you liable.

Deviations (number of pieces, quality, delays etc.) must be reported immediately and acknowledged on the consignment note. If there are indications on site, in particular on the basis of the loading documents or otherwise, that the consignment values are considerably higher than the specified values, instructions must be obtained immediately from LOGILAB Logistic & Trade d.o.o., Zagreb.

The carrier must ensure that the vehicles are equipped with suitable load securing equipment (e.g. locking bars, partition wall fasteners, lashing straps, chains, nets and anti-slip mats) on board. Safety shoes are required in any case! If these criteria are not sufficiently available, retrofitting will be carried out against reimbursement of the expenses incurred on the basis of the price list of LOGILAB Logistic & Trade d.o.o., Zagreb.

The freight charge shall be due upon presentation of all verifiable original transport documents, in particular delivery receipts with date, signature (name also in plain writing), stamp, time, consignment note, copy of the transport order, pallet exchange receipts from the consignor/consignee, etc.

The carrier is responsible for ensuring that the social law, labor law, tax law and other relevant legal regulations applicable to its own driving personnel are complied with. You as the carrier assure that you have the necessary permits and authorizations for the transport according to §§ 3,6 GüKG, n.F. (permit, EU-license, third country permit, CEMT-permit), which has the necessary work permits.

### Parking in guarded parking lots:

Stopovers may only be made at guarded parking lots.

Before taking over the transport, the carrier used shall clarify the route and shall ensure,

by means of suitable routes, that the driver uses only guarded parking areas in the event of breaks in the journey which are nevertheless necessary. The list of guarded truck parking places of the IRU is known. If guarded parking lots are not available, the route as well as the departure and estimated arrival time must be planned in such a way that the truck does not have to be parked unguarded at night. A driver remaining in the vehicle who is not active is not considered to be guarding.

**Regardless, trucks shall be equipped with commercially available anti-theft devices.**

Before resuming the journey after interruptions in operation, the driver must in any case make a tour of the vehicle (team) and, in addition to checking the roadworthiness of the locks, check that any seals are intact and, in the event of any abnormalities, immediately request instructions.

In case of agreement of certain delivery modalities to reduce the risk of theft, the driver is only entitled to make the delivery to the persons foreseen in the transport order in compliance with the specifications. Changing the specifications during the transport is excluded for security reasons.

The drivers are to be sufficiently informed of the theft problem and their corresponding duties to secure the goods verbally and in writing per driver instruction by means of a driver instruction sheet regarding guarded parking spaces (see list of IRU on the Internet at <http://www.iru.org/Publications/Abstract/81.E-Mail.html>). Receipt of the instruction sheet must be confirmed by the driver.

If a case of damage nevertheless occurs, it is important that the carrier can prove that he has taken the necessary organizational measures by instructing his drivers or assigned sub-carriers accordingly.

### Insurance:

The carrier is obliged to cover and maintain liability through insurance. The sum insured shall be at least EUR 600.000,00. In case the insurance coverage is limited to less than EUR 1.0 million insurance coverage in case of qualified fault (§ 435 HGB, Art. 29 CMR), the carrier shall notify this in writing before taking over the order. If the annual insurance coverage is exhausted, the carrier is obliged to immediately purchase additional insurance coverage. The insurance confirmation and the proof of premium payment shall be presented upon first request.

### Loading equipment

If goods are taken over on Euro / lattice box pallets etc. other means of exchange, these must be exchanged free of charge immediately, but no later than 14 days after the respective unloading date. Originals of the loading equipment bills are to be presented at the time of settlement. After unsuccessful expiry of the deadline, the client is entitled without further ado to charge damages for each europallet/box pallet not exchanged in due time and return costs in the net amount of € 28,00/€ (europallet and € 110,00 (box pallet). Exchange items returned after the deadline cannot be taken into account. The barter transaction shall be governed by the provisions of the applicable liability regulations (HGB/CMR). The Contractor shall recognize any settlement of the loading equipment as final if he does not object in writing within 7 working days after the date of dispatch of the settlement. Any claims exceeding this period shall be forfeited after expiry of this period.

### Demurrage / Diversion Freight:

Demurrage charges require a written agreement in each individual case to be effective. In the event that reasonable loading times are threatened to be exceeded, instructions must be obtained from the customer without delay. Compensation for damages due to exceeding the loading/unloading times up to 12 hours per event are included in the agreed freight price and otherwise excluded, such and demurrage for Sundays / and holidays are included in the price. If it comes as a result of a disposition of the consignor to the approach of a further place of delivery or if the distance of the journey is reduced, then an appropriate, proportionally calculated freight corresponding to the actual distance is owed. However, the consent of LOGILAB Logistic & Trade d.o.o., Zagreb has to be obtained prior to the execution.

A right of retention or lien due to demurrage and possible forwarding freight is excluded in this context. Furthermore, it is agreed that claims for compensation in case of transport damages can be settled. Transportation by air freight or air substitute transport is excluded.

### Minimum Wage Law

The carrier confirms that he employs his workers according to the minimum wage of the respective country. You also confirm that you will monitor this and indemnify us, the LOGILAB Logistic & Trade d.o.o., Zagreb from any financial and legal damages in case of possible non-compliance and that you will fully bear these costs if incurred.

**Choice of Law / Place of Jurisdiction** - Croatian law applies, place of jurisdiction is agreed to be Zagreb.

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