

GENERAL TERMS AND CONDITIONS FOR OCEAN FREIGHT FORWARDING SERVICES

1. Applicability

These General Terms and Conditions ("Terms") shall apply to all quotations, bookings and freight forwarding services provided by **Union Šped d.o.o.**, unless otherwise agreed in writing.

By accepting a commercial quotation issued by Union Šped d.o.o., the Customer expressly accepts these Terms, provided that the quotation refers to these Terms and makes them available to the Customer before acceptance. Any booking, purchase order or shipping instruction issued pursuant to an accepted quotation shall be governed by these Terms, unless expressly agreed otherwise in writing.

2. Quotations

All quotations are based on the information available on the quotation date.

Unless otherwise expressly stated, quotations:

- are subject to carrier space availability;
- are subject to carrier booking confirmation;
- are based on carrier tariffs, terminal tariffs and market conditions valid on the quotation date;
- may be revised prior to booking should ocean carriers or other service providers modify freight rates or applicable surcharges.

Transit times, vessel schedules and estimated arrival dates (ETA) are indicative only and are not guaranteed.

3. Additional Costs

The Customer agrees that all reasonable costs arising during the execution of the shipment which were not foreseeable at the time of issuing the quotation shall be borne by the Customer.

Such costs include, but are not limited to:

- carrier imposed surcharges;
- Emergency Freight Increase (EFI);
- Emergency Bunker Surcharge (EBS);
- Peak Season Surcharge (PSS);
- War Risk Surcharge (WRS);





Privredno društvo za usluge međunarodne špedicije i transporta

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11272 Beograd-Dobanovci, Srbija
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PIB: 106516919
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- Low Water Surcharge;
- Congestion Surcharge;
- Fuel related surcharges;
- terminal handling adjustments;
- customs inspections;
- customs examinations;
- customs scanning (X-Ray);
- quarantine inspections;
- fumigation;
- weighing charges;
- storage charges;
- handling charges;
- port authority fees;
- governmental charges;
- security related charges;
- carrier amendment fees;
- documentation amendment fees;
- container repositioning;
- reefer monitoring;
- additional handling;
- demurrage;
- detention;
- storage;
- and any other costs imposed by carriers, terminals, customs authorities, inspection authorities or governmental bodies.

Union Šped shall be entitled to invoice such costs to the Customer upon presentation of reasonable supporting documentation, including but not limited to carrier invoices, terminal invoices, customs assessments or other equivalent evidence.



Poslujeemo u skladu sa važećim odredbama Posebnih uzansi u poslovanju špeditorskih društava u Republici Srbiji (Sl. glasnik RS 89/18)



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4. Recovery of Extraordinary Costs

Where Union Šped advances, prepays or becomes liable for any costs reasonably incurred to avoid interruption of transport, customs clearance, storage or delivery of the cargo, Union Šped shall be entitled to recover such costs from the Customer upon presentation of appropriate supporting documentation.

5. Market Changes

Ocean freight rates are subject to significant market fluctuations.

Union Šped reserves the right to revise quoted prices prior to booking whenever:

- carrier freight rates change;
- carrier surcharges are introduced or amended;
- fuel prices materially increase;
- exchange rates materially fluctuate;
- governmental measures affect transportation costs.

6. Inland Transportation

Quoted inland transportation rates are based on normal market conditions.

Union Šped reserves the right to revise inland transportation charges where extraordinary circumstances occur, including but not limited to:

- significant fuel price increases;
- extraordinary market disruption;
- lack of truck availability;
- railway capacity limitations;
- governmental restrictions;
- exceptional toll increases;
- extraordinary labour costs.





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7. Demurrage, Detention and Storage

Demurrage, detention, storage and similar charges shall be borne by the Customer to the extent that they are not attributable to a breach of Union Šped's obligations for which Union Šped is legally responsible. Union Šped shall not be responsible for charges resulting from circumstances beyond its reasonable control. Nothing in these Terms shall exclude or restrict liability where such exclusion or restriction is prohibited by mandatory applicable law.

Union Šped shall not be liable for demurrage, detention or storage charges arising from circumstances beyond its reasonable control, including but not limited to:

- vessel delays;
- vessel schedule changes;
- blank sailings;
- port congestion;
- terminal congestion;
- railway congestion;
- railway closures;
- customs inspections;
- customs examinations;
- customs scanning;
- customs holds;
- border congestion;
- border closures;
- public holidays;
- strikes;
- lack of truck availability;
- lack of rail capacity;
- force majeure;
- adverse weather;
- governmental measures;
- carrier operational decisions;
- security incidents;





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- war risks;
- epidemics or pandemics;
- or any other event beyond Union Šped's reasonable control.

8. Documentation Requirements

The Customer shall provide complete, accurate and timely shipping documentation necessary for customs clearance and transportation.

The Customer shall be solely responsible for all consequences arising from incomplete, inaccurate or delayed documentation.

The Customer shall provide Union Šped with all documents and information required for import customs clearance, cargo release and delivery no later than fourteen (14) calendar days prior to the carrier's published ETA at the final Port of Discharge stated on the Bill of Lading.

Should the required documentation not be available within the above deadline, Union Šped shall not be responsible for any delays or additional costs arising therefrom, including but not limited to storage, demurrage, detention, customs delays, terminal handling charges, container storage charges or any other related expenses, all of which shall be borne by the Customer.

9. Dangerous Goods

Dangerous goods may only be accepted upon prior written approval.

The Customer shall remain fully liable for any consequences arising from undeclared or incorrectly declared dangerous cargo.

10. Cargo Insurance

Cargo insurance shall only be arranged upon the Customer's written request.

Unless expressly agreed otherwise, all deductibles, exclusions and uninsured risks shall remain the responsibility of the Customer.

11. Delays

Transit times are estimates only.

Union Šped shall not be liable for delays caused by:

- ocean carriers;



- ports;
- terminals;
- customs authorities;
- weather conditions;
- strikes;
- governmental measures;
- force majeure;
- vessel schedule changes;
- blank sailings;
- equipment shortages;
- operational decisions of carriers;
- or any event beyond Union Šped's reasonable control.

12. Customer Responsibilities

The Customer warrants that:

- all shipment information and documentation provided to Union Šped are complete, accurate and lawful;
- the cargo complies with all applicable export, import, customs, sanctions and trade regulations;
- the cargo is not subject to any applicable international sanctions or trade restrictions;
- the cargo does not constitute military cargo, dual-use goods or any other restricted goods unless previously declared in writing and expressly accepted by Union Šped;
- all export, import and other governmental permits required for transportation have been duly obtained.

The Customer shall indemnify Union Šped against any loss, damage, fines, penalties or expenses resulting from inaccurate instructions or documentation.

13. Limitation of Liability

Union Šped shall exercise reasonable care in the performance of its services. Unless expressly agreed otherwise in writing, Union Šped acts as a freight forwarder arranging services performed by third-party carriers and service providers. Where Union Šped expressly undertakes to act as a contracting carrier or principal, its obligations and liability shall be determined accordingly under applicable law.





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Any liability of Union Šped shall be subject to the applicable mandatory statutory provisions and international conventions, including any applicable limitations of liability. Where no mandatory liability regime applies, Union Šped shall be liable only for direct, proven loss caused by its breach of contractual or legal obligations, subject to any limitations lawfully agreed between the parties. Nothing in these Terms excludes liability for intent or gross negligence, or any other liability which cannot lawfully be excluded or limited.

To the extent permitted by mandatory applicable law, Union Šped shall not be liable for:

- indirect losses;
- consequential losses;
- loss of profit;
- production stoppages;
- contractual penalties;
- loss of market;
- loss of business opportunities.

14. Complaints

Any objection to an invoice, including its charges, amounts, calculations or invoiced services, must be submitted in writing within twenty-four (24) hours of the Customer's receipt of that invoice, regardless of the date or month in which the underlying services were performed. The Customer shall review each invoice promptly upon receipt. Complaints concerning cargo loss, damage or other service-related claims shall be notified without undue delay and shall remain subject to any applicable mandatory notification and limitation periods.

If the Customer does not object to an invoice within the above twenty-four (24) hour period, the invoice and its charges shall be deemed accepted for contractual invoicing and reconciliation purposes to the fullest extent permitted by applicable law. Such deemed acceptance shall not prejudice rights that cannot lawfully be waived or restricted, nor shall it override mandatory rules applicable to cargo claims.

Submission of an invoice objection or other complaint shall not, by itself, suspend or postpone payment of undisputed invoiced amounts by their agreed due date. Any disputed amount shall be addressed promptly and in good faith; the Customer may withhold or set off amounts only where permitted by mandatory applicable law or expressly agreed in writing.

Union Šped shall review all timely submitted complaints within a reasonable period. Where a complaint is determined to be justified, the relevant amount shall be resolved by issuing a credit note, refund or any other mutually agreed adjustment.

15. Payment





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Invoices shall be payable in accordance with the agreed payment terms.

The Customer shall remain liable for payment of all charges arising from the shipment, irrespective of whether such charges were initially intended to be paid by the consignee, shipper or any third party.

Where Union Šped is unable to collect any charges from the consignee, shipper or any other third party designated by the Customer, the Customer shall remain fully responsible for payment of all outstanding amounts.

In the event of overdue payment, Union Šped may, after written notice to the Customer and subject to mandatory applicable law, suspend further services. Any right to retain cargo or transport documents may be exercised only to the extent and in the manner permitted by applicable law, with due regard to the rights of third parties.

Statutory default interest may be charged on overdue payments.

16. Governing Law

These Terms shall be governed by the laws of the Republic of Serbia.

Any dispute arising out of or in connection with these Terms shall fall under the exclusive jurisdiction of the competent courts in Belgrade, Republic of Serbia.

17. Entry into Force and Publication

These Terms shall enter into force on the effective date stated below and shall apply to quotations accepted on or after that date, unless otherwise agreed in writing. Union Šped may publish these Terms on its website and make them available together with its commercial quotations. Any amendment shall apply prospectively and shall not alter an already accepted quotation without the Customer's agreement.

Version: 1.0 Effective date: _____

For Union Šped d.o.o.

Authorized representative: _____

Signature: _____

Vladan Stojković

Company stamp (optional): _____

