

GENERAL TERMS AND CONDITIONS

of the COMPANY DRUMSKI SAOBRAĆAJ TRANSPORT KOMBI AS DOO KRNJEVO

REFERING TO FREIGHT FORWARDING AGREEMENTS

1. SUBJECT OF REGULATION, PURPOSE AND FIELD OF APPLICATION

- 1.1 These General Terms and Conditions (hereinafter referred to as "Terms") apply to all agreements concluded by company Drumski saobraćaj Transport Kombi AS d.o.o. Nikole Pašića 142, RS 11319 Krnjevo (hereinafter referred to as "TKA doo") in the form of a freight forwarding agreement (hereinafter referred to as the "Agreement"), and are an integral part of these Agreements.
- 1.2 The Freight Forwarding Agreement is an oral or written contract obliging TKA to conclude for the transport of certain items, on behalf and for the account of the principal, as well as in his own name and for his own account, transport contracts and other contracts necessary for carrying out the transport, as well as to perform other usual jobs and activities, and the principal undertakes to pay him a certain fee.
- 1.3 For the purpose of the Terms, the Contracting Parties of the Freight Forwarding Agreement shall be considered TKA and the Principal.
- 1.4 TKA is the organizer of the dispatch of goods in transportation, who provides all services related to transportation, consolidation, storage, manipulation, packaging, distribution of goods, as well as all other services from the TKA business activity, as well as services in connection to the above, and which are not limited to customs matters, customs clearance of goods, collection and provision of documents related to goods.
- 1.5 The principal is the person or legal entity under whose order TKA undertakes the legal and factual actions referred to in Article 1.2 of the Terms.
- 1.6 The conditions of the Principal or third parties in whose interest the Principal is acting will not be binding for TKA, but with exception that the TKA and the Principal have the right to agree and accept them exclusively in writing.
- 1.7 It is considered that by sending the Order the Principal is fully aware of the Terms and that he has fully understood and accepted them as legally binding.
- 1.8 Imperative positive legal provisions of laws and other by-laws regulate the scope, but do not exclude the application of these Terms.
- 1.9 TKA obligations arising under the Agreement are subject to national and international regulations, in particular with respect to compliance with European and American measures of embargoes, and in the event of a conflict with the terms of the Terms and / or the Contract, the said regulations shall prevail.

2. TKA'S OFFER

- 2.1 TKA's offer includes only the rights and obligations listed therein, and valid is only the offer that contains a specific deadline for accepting.
- 2.2 The offer is a proposal for concluding a contract that the TKA sends to the Principal, which contains all the essential elements of the Agreement, so that its acceptance could conclude the Agreement.
- 2.3 The TKA is bound by its offer, except if it has excluded its obligation to maintain the offer, or if that exclusion arises from the circumstances of the transaction, and the offer can be revoked if the Principal has received a revocation before accepting the bid or at the same time.
- 2.4 Offer is legally binding for TKA until the expiration of the deadline specified in that offer.
- 2.5 The offer is accepted when the TKA receives the Principal's statement that it accepts the offer, or when the Principal submits the item or pays the price, as well as when it does any other action that, based on the offer or business practices established between the interested parties, can be considered as a statement of acceptance.
- 2.6 Acceptance may be revoked if TKA receives a recall statement before or after the acceptance statement.
- 2.7 If the Principal declares that he accepts the offer and at the same time suggests that it be amended or otherwise changed in some way, it is considered that the offer was rejected and that he made an offer to TKA, giving him an order in the sense of Article 3 of these Terms.
- 2.8 An offer in the form of a single sum is valid according to the circumstances which exist at the moment when the offer is made and it contains a specification of all the costs related to the execution of the services, and Principal will be obliged to indemnify TKA all of the costs that are not covered by such an offer

3. PRINCIPAL'S ORDER

- 3.1 The transportation of goods shall be carried out on the basis of an order given in the form provisioned by these Terms, which the Principal gives to TKA, and TKA also accepts, in accordance with the provisions of these Conditions, all in connection with the organization of the transportation of goods, as provisioned in Article 3.2.
- 3.2 Order from Article 3.1. contains, but is not limited to, the following data:
 - The business information of the Principal (company ID number, VAT identification number, names of persons authorized to communicate in connection with the execution of transport, current account numbers, certificates, standards or licenses data, transport clause (ICC INCOTERMS® 2010), if it is necessary for the execution of transport etc.);
 - Place of loading;
 - Place of unloading;
 - Specification of goods (type, quantity, packaging, value etc.);
 - Fee for provided services;

- 3.3 The Principal is obliged to notify TKA, without delay, about all relevant data changes referred in Article 3.2.
- 3.4 The principal is obligated to notify TKA, in writing, regarding transfer of their rights to a third parties, prior to their actual transfer, which includes information on all the essential elements of such legal transaction or transfer.
- 3.5 If the Principal transmits the right to a third party without prior notice, the TKA is liable towards the person to whom the rights were transferred, within the limits of its obligations to the Principal, from the moment of receipt of the notification of the completed transfer.
- 3.6 The order is usually given in writing. The order given verbally, by telephone, telegram and / or by e-mail must be confirmed on the same, and latest on the next working day, until the expiration of working hours.
- 3.7 If the order is given verbally, by telephone, by telegram and / or by e-mail, and is not subsequently confirmed in writing and / or by electronic signature as predicted in Article 3.6, the TKA's liability for any damages is excluded..
- 3.8 When an order is obviously incomplete, unclear or contradictory, TKA is authorized to request clarification from the Principal, and if TKA is unable to obtain the necessary clarification, and the provision of services does not suffer a delay, TKA is obliged to act with the care of a good businessman, protecting the interests of the Principal, and also to inform Principal of his actions as soon as circumstances allow.
- 3.9 Principal is obliged to timely hand over the TKA documents necessary for the execution of the order, and will be considered that Principal did not have submitted the TKA documents in due time also in those cases where a third party that is acting in the interests of the Principal and it has not TKA timely submitted such documents.
- 3.10 TKA will not be liable for hidden defects of documents, and any harmful consequences arising from such defects or their untimely delivery of TKA will be borne exclusively by the Principal.
- 3.11 Any exclusion of clauses in transport documents by the Principal must be expressly communicated to the TKA, in writing, and TKA is obliged to warn the Principal that, as a result of the exclusion or addition of clauses in transport documents, harmful consequences can occur.
- 3.12 TKA is not obliged to examine the authority of the documents issuer, nor the authority of the signer of the order.
- 3.13 The principal is obliged to notify TKA that there are legal or other restrictions on the carriage of goods by the received order, and that there are import, export or transit restrictions. The principal will be obliged to compensate for any damage caused by such restrictions.
- 3.14 The Principal is obligated to compensate for the total damage arising from the wrong, incomplete, unclear, contradictory or untimely given order
- 3.15 The Principal is responsible for organizing the loading for a safe transportation and for safe work.

Transport that is safe for transportation:

- 1) Goods and its packaging must be in proper condition and suitable for safe transport (stable packaged as unit).
- 2) Pallets or other auxiliaries used must be technically flawless.

3) The merchandise must be positioned so that it can not slip, avoid damage, and the possibility of overturning or falling out of the vehicle is excluded.

Safe Operation:

- 1) Adherence to the allowed total weight
- 2) Adherence to the permissible axle load
- 3) Adherence to the permitted dimensions of the vehicle including cargo
- 5) The capabilities / functions of the vehicle must not be compromised (unilateral loading of goods, frontloading)

4. CONCLUSION OF AGREEMENT

4.1 Agreement is concluded when:

██████████ In the case of TKA's offer - at the time when the TKA accepts the statement of acception from the Principal and it is deemed to be concluded at the place where TKA had its registered seat at the time when it made the offer to the Principal.

██████████ In the case of the order of the Principal: - at the time when the TKA receives the order of the Principal and does not reject it immediately in writing, and latest on the first following working day, in which case the Contract will be deemed to have been concluded in the place where the TKA had its registered seat in the moment of receipt the order from the Principal.

4.2 TKA, as a person who is in constant business relation with the Principal, as well as a person whose business activity is the execution of an order in respect of certain goods, is obliged to execute the received order if he did not immediately reject it, and in case the order is not rejected, it is considered that the contract is concluded at the moment of receipt the order from Principal.

5. TERMS OF TRANSPORTATION

Assignment of third parties

5.1 The order can not exclude TKA right to engage third parties for the transport of goods, and if the transport is carried out solely by TKA, TKA will have the rights, obligations and responsibilities of the transport operator in the transport contract.

5.2 TKA is not obliged to inform the Principal of the engagement of third parties, except in the situation where this is explicitly agreed between the TKA and the Principal.

Reception and handover of goods

- 5.3 The TKA will be deemed to have received goods at the moment when it was taken over to perform the order of the Principal.
- 5.4 It shall be deemed that the transfer of goods was completed when they have been transferred to the carrier.
- 5.5 All questions regarding the reception and transfer of items that are the subject of transport, which are not regulated by these Terms, will be resolved through general rules of the real and the obligation law.

Goods

- 5.6 The Principal will send the TKA special order for the transport of dangerous goods in accordance with ADR (International agreement on international transit of dangerous goods), International Maritime Dangerous Goods (IMDG), DGR (Dangerous Goods Regulations) and other restrictive regulations in this area, and the Agreement will be deemed terminated only if such an order TKA explicitly accepts.
- 5.7 Hazardous materials must be packed and labeled in such a way as to comply with legal provisions and international conventions relating to the transport, handling and storage of goods, and the necessary documentation must accompany such type of goods.
- 5.8 When the item contains valuables, securities, or other valuable items, the Principal is obliged to notify the TKA thereof and notify it of its value at the time of delivery for dispatch, and an estimation of whether the shipment is and how expensive or valuable, and the need to notify TKA for special precaution in manipulation, additional insurance and the like, is made exclusively by the Principal.
- 5.9 If such goods are handed over to TKA without any special announcement or identification, the Principal shall be liable for damages, even if his guilt is not proven, according to the rules of objective liability for damages.
- 5.10 In the event of imminent danger, the TKA may destroy the said goods, without prior notice to the Principal.

Items (pieces, bulk and trolleys)

TKA is obliged to keep the goods received from the Principal or third parties with the care of a good businessman.

The supplier is obliged to pack the items that are the subject of transport in accordance with their nature, characteristics, needs of the transport route and the needs of the means of transport, and the TKA will not be liable for the damage arising from failure to comply with the stated obligations.

TKA takes pieces of things only by the number of pieces, and bulk items according to the order of the Principal or transport documents, without liability for the accuracy of information on the weight, content or nature of the thing, unless otherwise agreed.

Weighing, measuring and counting of things and trolleys are done exclusively by order or in case of obvious damage and shortage of goods, with the payment of costs and additional fees, and TKA can weigh things and engage a specialized organization.

The TKA has the lawful right of pledge and the right of retention on the things that have been submitted to the shipment and in connection with the shipment, in order to secure the collection of its claims arising in connection with the Contract.

- 5.11 TKA has a lien under such goods while it has possession of those, or while TKA holds a document a document by which he can dispose with such goods.
- 5.12 When, according to the order of the Principal, goods are made available to a third party, or are to be handed over to a third party, the TKA can use a right of pledge for claims against third parties, but only if the claim is related to the goods which the third party holds on that basis.

Execution

- 5.13 TKA is obliged to protect the interests of the Principal in the course of carrying out the business, acting with the care of a good businessman, especially taking into account the choice of the person with whom he concludes certain contracts (carrier, fuses, warehouse, etc.), providing protection of the rights of TKA in relation to third parties .
- 5.14 TKA is obliged to comply with the order as well as the agreement with the Principal, including, but not limited to, all elements of the order referred to in item 3.2. Conditions, with the care of a good businessman, in accordance with the usual business practice.
- 5.15 TKA is obliged to warn the Principal of any defects in connection with his order from the beginning to the end of its realization.
- 5.16 TKA in the transport of goods complies with the traffic regulations and regulations related to the transport of specific goods, considering its type, weight and other characteristics, and ensures the transport with appropriate vehicles on the appropriate transport routes.
- 5.17 At the request of the Principal, TKA is obliged to notify the Principal in a timely manner about the current stage of execution of the Agreement.
- 5.18 TKA is obliged to comply with the instructions of the Principal as well as to conduct the same examining, guided by knowledge and expertise, as well as to advise the Principal verbally and / or in writing regarding any defects and any inconsistencies in the execution of the order or the specific instructions of the Principal.
- 5.19 In the case of incomplete, illogical and defective orders or instructions, TKA is authorized to address the Principal, in order to make the necessary clarifications, and the Principal is obliged to provide the requested explanations and clarifications to the TKA, and if this is not done in a suitable manner, TKA is entitled to act in accordance with the care of a good businessman and customary business practice, taking care of the interests of the Principal.
- 5.20 In case that the execution of the work has already commenced and the Principal changes the order, the TKA will act on the amended order only if this is possible according to the

circumstances of the case, and it can not bear any consequences caused by changing the disposition.

- 5.21 TKA is obliged to ensure that, starting from the receipt of goods, until its delivery, as well as during the period of transport of goods, the goods are arranged in a convenient and safe manner, unless otherwise stated in the contract.
- 5.22 TKA is responsible for the deadline for shipping or delivery only if it explicitly commits it, even then within the limits of the liability of the carriers and other participants in the transport of the goods it engages.
- 5.23 The TKA is obliged to act conscientiously and carefully in the place of transshipment, in order to carry out the transshipment in the most favorable way.
- 5.24 The TKA shall not be liable for any interference or delays in the transshipment of things resulting from the failure of carriers, transshippers, or other organizations or the reasons of force majeure.
- 5.25 The TKA is not responsible for the untimely installation of means of transport by the driver, nor for untimely arrival of things due to traffic jams and other disturbances.

Delivery of transport documents and accompanying documents

- 5.26 Principal undertakes to provide all data and deliver all documents related to the transport of goods, which are necessary for the execution of the transport or the conclusion of a carriage agreement with third parties.
- 5.27 Mutual delivery will be done at the registered addresses of the Principal and the TKA, or the special address for receipt of the mail, if such addresses are registered in the register of business entities.
- 5.28 The delivery can also be made at other addresses only according to the explicit order of TKA or Principal.
- 5.29 If the delivery of a letter to the Principal at the address for receipt of the mail was unsuccessful, or to the address of the Purchaser if the Purchaser does not have a separate registered address for receipt of mail, through a registered consignment within the meaning of the law governing postal services, at the expiration of 8 (eight) days from the date of the

second delivery of this consignment, provided that at least 15 (fifteen) days have passed between those two ships.

- 5.30 The delivery rules prescribed in point 5.29 of the Terms shall also apply when delivery is made to the address referred to in Clause 5.28 of the Terms.
- 5.31 In addition to the registered address of the headquarters or the registered special addresses for receiving the mail, the Principal is obliged to submit the valid e-mail address to TKA.
- 5.32 Principal may supply the necessary transport and accompanying documents in electronic form, and at the request of the TKA it is obliged to submit such documents.
- 5.33 By submitting transportation and accompanying documents in electronic form, it is not possible to exclude the Obligor's obligation to submit to TKA all required documents in writing, unless otherwise agreed.
- 5.34 In case of any inconsistency in the data contained in the documents in electronic form with the data contained in the documents in writing, the relevant data shall be contained in the documents in electronic form.
- 5.35 Principal shall reimburse the total damage suffered by TKA due to the non-compliance of the data contained in the documents in electronic form with the information contained in the documents in written form.
- 5.36 Business letters and other documents of the Principal, including those in electronic form, addressed to TKA, must contain business or abbreviated business name, registered office, address for receipt of mail, if different from the seat, registry number and tax identification number of the Ordering entity.
- 5.37 The Principal can not point out any defects in terms of the form of his business letters and other documents referred to TKA, or any defects in the authorization to sign these documents, whether in writing or in electronic form.
- 5.38 Communication between the TKA and the Principal must be carried out in such a way as to ensure the preservation of confidential information.

Complaints

- 5.39 If the fault of the Principal of the goods that is the subject of the transport is not delivered at the contracted place in accordance with the order, the Principal shall be obliged to negotiate the transport of goods exclusively with the TKA and to pay the full service price for it, and it shall compensate TKA for the total damage which he has dealt with.
- 5.40 On any material defect in goods upon its maturity at the place of unloading, or any change in quantity or quality of goods in relation to the quantity and quality that existed at the time of the first takeover of goods by the TKA, the TKA shall without delay notify the Principal and shall do so The Goods Status Record, as well as take all necessary measures in order to preserve the Owner's rights and interests and act in accordance with his instructions in relation to the stated circumstances.
- 5.41 If TKA is not guilty of any changes in the goods, for any further action following the instructions of the Principal, or urgent action in order to preserve the rights and interests of

the Principal, which he had to take without prior notice to the Principal, he shall be entitled to a special remuneration.

- 5.42 The principal is obliged to indicate to the recipient of the goods that is the subject of transport the obligation to examine the goods with due diligence immediately after receiving them, and to notify the Principal immediately, and at the latest within 3 (three) days.
- 5.43 The principal is obliged to notify TKA of the received complaints from the previous paragraph immediately upon receipt, and at the latest on the first following working day ("Notice").
- 5.44 Notification from the previous paragraph The principal shall forward the TKA in writing, and the same must contain a detailed explanation of the complaint in question with appropriate evidence, also in writing, as well as a clear indication of the liability of TKA, or its guilt for the damage incurred.
- 5.45 If the Notice contains all the necessary elements, both in formal and material terms, the TKA will reply to the Principal in the same form within 8 (eight) days from the day of receipt.
- 5.46 If the notice does not contain all the necessary elements, either in formal or material terms, or not sent within the specified deadlines, the TKA will not be obliged to respond to the notification, nor will it be liable for the damage incurred.

Instradation

- 5.47 In a situation where the order of the Principal does not contain a transport order, the means of transport and the manner in which the goods are to be dispatched, transmitted, transit to the point of destination, the TKA is authorized to select, or combine transport options, acting with the care of a good businessman and usual business practice , protecting the interests of the Principal.
- 5.48 TKA may dispatch individual consignments in collective transport if it has not received an explicit and written different order from the Principal.
- 5.49 In the sales contract, and in accordance with the parity of that contract, the Principal shall oblige his partner to comply with the instructions given to him by the TKA in respect of the transport of goods.

6. LIMITATION OF LIABILITY

- 6.1 In the contractual relationship between the TKA and the Principal, all restrictions on liability of the TKA are governed by the positive law of the Republic of Serbia, and in particular by the laws and ratified international conventions, and the provisions of the positive right of the Principal, only if they prescribe higher limitations of TKA's liability.
- 6.2 Notwithstanding the provisions of the preceding paragraph, TKA's liability for damage or loss of goods shall be limited to EUR 300,000 per harmful event.
- 6.3 A different arrangement of the liability limitation of TKA is possible only by a written agreement of the contracting parties, which agreement must be concluded before the commencement of the transport.

7. CUSTOMS CLEARANCE

- 7.1 A customs clearance order shall be deemed to be issued with the dispatch order, unless it is expressly and in writing otherwise agreed between the TKA and the Principal.
- 7.2 In the procedure of customs clearance, the TKA will act on behalf and for the account of the Principal, and for the performance of the duties of the customs agent, TKA shall be entitled to a special remuneration.
- 7.3 In the procedure for customs clearance, TKA shall file customs documents on the basis of information provided by the Employer.
- 7.4 The Principal shall reimburse the total damage suffered by the TKA due to the non-compliance of the information provided by the Principal with the actual situation.
- 7.5 Customs clearance does not include TKA's obligation to pay customs duties and charges related to customs clearance for the account of the Principal, and the Principal shall pay all customs charges related to customs clearance no later than 8 (eight) days.
- 7.6 The TKA determines the place of customs clearance when it is not specified in the disposition or relevant regulations, acting in accordance with the care of a good businessman and customary business practices, protecting the interests of the Principal.
- 7.7 Customs documents presented by TKA are based exclusively on data provided by the TKA by the Principal and TKA does not bear responsibility if such data does not correspond to the

actual situation, and the Purchaser is obliged to compensate TKA for the total damage that TKA suffered on this basis..

8. INSURANCE

- 8.1 TKA ensures the items that are the subject of transport only in the situation when it is explicitly agreed, or contained in the order, in relation to each individual dispatch, and the mark of the value of the consignment contained in the order is insufficient by itself to be considered as an insurance order .
- 8.2 With the provision of one consignment, the TKA can not be obliged to provide any later shipments of its Principal.
- 8.3 When an insurance order does not contain specific risks to be covered by insurance, TKA is obliged to cover only the basic transport risks.
- 8.4 In the situation where the Principal has not issued an insurance order or has issued an order for partial coverage of the risk, all the harmful consequences that would result in this fall solely at the expense of the Principal.
- 8.5 Unless there is a separate written agreement, TKA's liability for damage insurance compensation is limited to the rights, obligations and responsibilities contained in the insurance policy that TKA owns.

9. DEADLINES

- 9.1 TKA shall be responsible for the period of shipment or delivery, only in the situation where such an obligation is explicitly assumed, but also within the limits of the liability of the drivers and other participants in the transport of the goods it engages.
- 9.2 TKA is obliged to act conscientiously and carefully in the place of transshipment, in order to carry out the transshipment in the most favorable and safe manner.
- 9.3 TKA shall not be liable for any interference or delays in the transshipment of things resulting from the failure of carriers, transshippers and other organizations or reasons of force majeure, nor will they be liable for untimely installation of means of transport by the driver, and for untimely arrivals due to traffic jam and other interference .
- 9.4 In the event of a delay in delivery of goods arising from the retention of goods, TKA shall not be liable for delays less than 24 hours in the case of customs in the European Union, or 48 hours in the case of customs outside the European Union.
- 9.5 Communication between TKA and the Principal shall be conducted in such a way that the deadlines set forth in these Terms.

10. PRICE AND TERMS OF PAYMENT

- 10.1 The price for the services carried out by the freight forwarder is determined separately for each TKA obligation and as the total price for the completed as lump sum price.
- 10.2 The price for the services carried out by the freight forwarder includes the TKA award, the compensation for the necessary and incurred expenses for the fulfillment of contractual obligations and all other costs (conclusion of a contract with third parties, insurance, customs clearance costs, etc.)
- 10.3 1When a TKA is given an order, it shall be deemed to have been given the authority to pay for fares, charges and other expenses.
- 10.4 Principal shall promptly make available the necessary funds to pay the costs referred to in the preceding paragraph, otherwise the eventual increased costs and consequences of the failure to do so shall be borne exclusively by the Principal.
- 10.5 Principal undertakes to pay the TKA on the basis of an invoice issued by TKA without delay, and the order will be included as part of the invoice, as well as the corresponding transport document for inland traffic, or the CMR sheet certified by the recipient of the goods in case of international traffic.
- 10.6 The Principal undertakes to pay the price for the services performed by the freight forwarder within the due date specified in the Invoice, which is 15 (fifteen) days from the day the service is performed, unless otherwise stated, by transferring the cash amount indicated in the Invoice to the current account of the TKA..
- 10.7 In the case of the Principal's late payment with the payment of the price for the performed TKA services, the TKA will be obliged, in addition to the payment of the price, to pay:
 - 10.7.1 Default interest in accordance with the Law on Default Interest ("Official Gazette of the Republic of Serbia" No. 119/2012);
 - 10.7.2 compensation for the fulfillment of a monetary obligation in the amount of 20,000.00 RSD, in accordance with the Law on the deadlines for settlement of monetary liabilities in commercial transactions ("Official Gazette of the Republic of Serbia" No. 119/2012, 68/2015).
- 10.8 In the event that the price for individual or collective TKA services for the same Orderer exceeds EUR 5,000.00, the Principal shall, at the request of the TKA, within 5 (five) business days from the date of conclusion of the Contract, hand over TKA an irrevocable bank guarantee to the first call issued by the first rating bank in a TKA-acceptable form, covering the amount of 100% of the price for the services performed by the TKA under the relevant contract, with a validity period up to the issued TKA confirmation of the full price payment, and which TKA shall have the right to activate in case of the Principal's Delayed Payment Fee for the performed TKA services, which is longer than 30 (thirty) days from the due date of the issued invoice.

11. CONTRACTUAL PENALTIES AND DAMAGES

- 11.1 The principal is responsible for the total damage suffered by the TKA due to the failure of the Principal in connection with the waiting for loading of goods, inadequate loading of goods (when the obligation is imposed on the customer), as well as omissions related to the transport route (when the transport route is determined by the Principal) flaws related to the performance of transport attributable to the fault of the Principal.
- 11.2 Any tangle of TKA vehicles or third party that TKA has engaged, and which have not been caused by TKA or that person's fault, will have the character of damage due to the inability to

use the vehicle and the Principal will be obliged to compensate that damage, with the right of recourse to persons who have hidden this damage.

- 11.3 In the event of delay in placing the goods at their disposal, delay of loading for the reasons for which the Principal is responsible, the Principal shall pay the contractual penalty for a delay in fulfillment in the amount of EUR 30.00 for each hour of delay up to 8 hours, and if the delay is longer than 8 hours, a day will be charged, in the amount of 450.00 EUR.
- 11.4 In the event that the Principal terminates the Contract by its conduct or if it fails to conclude its baselessly, it shall be obliged to pay the TKA contractual penalty in the amount of 30% of the agreed price or price that the TKA regularly charges for the activities of this type and of that value.
- 11.5 Contractual penalties may be excluded only by express written agreement between TKA and the Principal.
- 11.6 The collection of contractual penalties is independent of the actual damages incurred and does not include in itself the amount to which the TKA is entitled to compensation for damages.
- 11.7 In the event of any claim or claim or the initiation of judicial or other proceedings by third parties or state institutions ("Third Party Requirements") in connection with the goods being the subject of a carriage or obligations that are exclusive of the obligations of the Principal, the Principal guarantees TKA, to the full extent of the damage and for any damage, to relieve him of any civil or criminal liability in connection with these requests, and to take over himself and settle all such requests that are addressed to the TKA, that is, to lead all potential disputes and the proceedings at its own expense and shall be deemed to be solely responsible for any damage that may arise to third parties and TKA under the Agreement.

12. FORCE MAJEURE

- 12.1 The Contracting Parties shall not be held liable for failure to perform any obligation of the Agreement if the impossibility of execution is the result of a Force Majeure Event that is beyond the control of the Contracting Parties and is independent of their will which decisively influences the fulfillment of obligations under this Agreement and whose occurrence is not the result of the negligence of any contractual a party which could not be foreseen or avoided, provided that the contracting party was affected by the event of force majeure, it provided notice to the other party.
- 12.2 The Force Majeure includes, but is not limited to, natural disasters, war, strike, embargo, restrictions.
- 12.3 In case of force majeure, the affected party shall make all its efforts in order to fulfill its obligations under this Agreement.
- 12.4 A Contracting Party affected by the event of force majeure shall promptly notify it immediately and within 24 hours at the latest in writing to the other Contracting Party by giving the reasons and appropriate evidence of the existence of force majeure..

13. CONFIDENTIALITY

- 13.1 All information and data that the TKA will make available to the Principal for the purpose of enforcing the provisions of the Agreement, as well as the Agreement in its entirety, shall be

considered as classified information. Classified information can not be used, except for the purposes specified in the Agreement, without the explicit consent of the TKA, given in writing.

- 13.2 No Contracting Party shall be liable for the disclosure or use of information which, in accordance with the Agreement, constitutes confidential information, which:
- 13.2.1 they are already or become known to the public, except through breach of the Agreement;
- 13.2.2 must be disclosed on the basis of the law and at the request of the competent authorities.
- 13.3 The obligation to keep the confidentiality of data remains in force 3 (three) years after the termination of the Agreement. A Contracting Party that violates the obligation to keep the confidentiality of the data shall be liable for any damage, without any limitation, that has arisen for the other Contracting Party as a result of the breach of the obligation to keep the confidentiality of the data.
- 13.4 13.4 In particular, the Principal shall be prohibited from disclosing confidential contract provisions to TKA's direct or indirect market competitors.
- 13.5 Each of the Contracting Parties confirms the conclusion of the Agreement that third parties do not have any rights on any grounds that limit or impede the performance of obligations assumed by the Contract.

14. TERMINATION OF CONTRACT

- 14.1 The Contract may be terminated at any time in the form of written agreement of the TKA and the Principal.
- 14.2 Each of the Contracting Parties may terminate the Agreement without specifying the reason by sending a written notice of termination to the other Contracting Party, with a notice of 60 (sixty) days, unless otherwise specified by a separate contract.
- 14.3 Each contracting party may terminate a contract unilaterally, in the event of:
- 14.3.1 gross violation of a contract by another Contracting Party or if the conduct of the other Contracting Party is contrary to the principles of conscientiousness and honesty, good commercial practices, regulations governing fair competition or the same damage to the reputation of the other Contracting Party;
- 14.3.2 if one party does not execute, or does not perform timely and / or qualitative obligations assumed by the Contract. In this case, the other Contracting Party shall in writing invite and warn the other Contracting Party to fulfill the contract of the undertaken obligations, ie to correct the defects within 3 (three) days from the date of receipt of the written notice. If the other Contracting Party fails to fulfill its contractual obligations within the specified time limit, or does not correct the defects, and there are no valid arguments that the deadline was too short, the non-infringing contracting party may terminate the contract in writing with a written declaration of termination of the Contract delivered to the other Contracting Party in writing , starting from the date of receipt of the written notice.
- 14.4 Termination of a contract by the TKA does not affect his right to collect contractual penalties and / or damages incurred while the Agreement was in force, as well as those penalties and / or damages arising from the period in which the Agreement was in force.

15. AMENDMENTS TO THE TERMS

- 15.1 TKA reserves the right to unilaterally amend and supplement the Terms. TKA will notify the Principal to whom it is in the contractual relationship, at the latest 8 (eight) days before the date of entry into force of amendments to the Terms.
- 15.2 The Principal shall have the right to notify immediately, but no later than the next working day from the date of receipt of the notice referred to in the preceding paragraph, that the amendments to the Terms will not be applied to him, in which case the Terms will be applicable to the Contract at the time of the conclusion of the Contract, and if the Principal does not send a notice, it shall be deemed to be in compliance with the amended Terms and Conditions.

16. DISPUTE RESOLUTION

- 16.1 TKA and the Principal shall attempt to resolve by mutual agreement any dispute arising out of the Agreement as well as disputes arising out of the interpretation, application or implementation of these Terms. If, however, the parties fail to resolve the dispute in this way, the jurisdiction of the competent court in Pozarevac shall be contracted, with the application of the law of the Republic of Serbia.

17. ENTERING INTO FORCE

These conditions are adopted by the assembly of the Company, and they are published on the Company's website and the website of the Business Registers Agency of the Republic of Serbia, and come into force on **01.02.2018**.

In Krnjevo, 17.1.2018.

For TKA,

Jasmina Marković

Jasmina Marković

Direktor

