

TERMS AND CONDITIONS OF SCHENKER D.O.O FOR AIR FREIGHT PER ON LINE PLATFORM CONNECT 4 AIR

The following contractual conditions shall apply to all individual agreements concluded by SCHENKER d.o.o Sarajevo with the CUSTOMER for the provision of air freight transport and all services connected with this.

If Schenker d.o.o., Sarajevo does not accept the customer's order to carry out the specific transport, Schenker d.o.o. Sarajevo shall inform the customer of this in writing/electronically within 24 hours.

Sarajevo operates in accordance with the General Terms and Conditions of International Freight Forwarders of Bosnia and Herzegovina.

To the extent that individual agreements are concluded, the following contractual conditions shall apply:

Goods, packaging & documentation

Goods shall be accepted on the condition that the CUSTOMER has ensured they are packaged in a way which is appropriate for air transport and stackable, and that goods are labelled in accordance with regulations. The CUSTOMER shall be responsible for loading and unloading the means of transport and securing the load. Unless otherwise expressly agreed, SCHENKER's quotation only applies to the transport of non-hazardous commercial goods (as defined by the relevant dangerous goods regulations). The quotation shall be subject to unobstructed use of the routes, availability of the required cargo space and booking of the shipment (or call-off and dispatch management) by SCHENKER d.o.o

The goods must be stackable and able to be moved with a forklift and packed for transport by the CUSTOMER for groupage transportation by road / sea or air and labelled accordingly.

Hazardous goods are subject to the dangerous goods regulations (IATA) relating to the means of transport used; these goods must be enquired about separately and handled specially.

The SVS (Speditionsversicherungsschein, forwarder's liability insurance policy) only covers damage caused culpably by the Austrian freight forwarder to goods in their possession and can therefore not replace cargo insurance.

Generally excluded from cover are Burma / Myanmar, Cuba, Iran, Sudan, Syria, Democratic Republic of Congo, North Korea, Somalia and Zimbabwe. In particular, the SVS does not cover costs in the event of general average. If the CUSTOMER does not declare in writing that they are exempted from forwarder's liability insurance (SVS-Verbotkunde), SCHENKER & CO AG shall take out the SVS for all transports and charge this according to the premium table.

Force majeure

The party affected by a case of force majeure shall not be responsible and liable for any delays or impossibility of performance caused by this, nor for any resulting costs. Force majeure within the meaning of this provision shall be deemed to be all unforeseeable events or such events that – even if foreseeable – are beyond the sphere of influence of the affected party, and whose effects on contractual performance cannot be prevented through reasonable efforts by the affected party, e.g.: strikes, consequences of strikes, terrorism, war, extreme weather, epidemics, pandemics, quarantine restrictions, governmental interference. Costs that SCHENKER d.o.o incur as a result of force majeure, such as storage fees in airport terminals affected by the consequences of strikes, shall be borne without exception by the CUSTOMER. It is expressly agreed that all additional

costs (such as demurrage, detention and storage costs, additional costs arising from congestion of the port or terminal operations) shall be passed on without exception in accordance with the SCHENKERjetcargo tariff. Costs not covered by the SCHENKERjetcargo tariff shall be passed on to the CUSTOMER at cost. If force majeure lasts for more than 60 days, both parties shall be entitled to terminate this agreement for cause.

The novel coronavirus pandemic (“COVID-19”) crisis, has affected the current space demand extraordinarily leading to a severe capacity situation in the ocean freight market. All carriers advised blank sailings from spring 2020. The current situation has an impact on all trades globally. SCHENKER d.o.o quotation for CUSTOMER is based on the uninterrupted and largely unchanged ocean freight schedules pre-COVID-19 outbreak and does not consider the current, extraordinary market circumstances. SCHENKER & CO AG therefore reserves the right to adjust our quotation unilaterally at later stage in case of further, unpredictable events caused or related to the COVID-19-pneumonia.

Additional services and costs, SCHENKERjetcargo tariff

Additional costs which arise out of a separate order by the CUSTOMER, such as cargo insurance, courier service or extra journeys, confirmations, certificates, notarisations, etc. shall be invoiced separately.

Official taxes (e.g. customs, import VAT etc.) and costs from official checks shall be borne by the CUSTOMER, passed on in accordance with fee documentation and payable immediately without exception. Any storage costs (particularly storage costs and costs for late cancellation) that may arise, as well as additional costs as a result of, in particular, congestion of air port or terminal operations, shall be invoiced without exception according to the SCHENKERjetcargo tariff. This is kept in SCHENKER offices and will be sent to the CUSTOMER on request. Additional costs not covered by the SCHENKERjetcargo tariff will be communicated on request and shall be passed on at cost. Rebooking and change costs for shipments / containers already ordered shall be borne by the CUSTOMER in accordance with the SCHENKERjetcargo tariff.

For cancellations by CUSTOMER the following rates shall apply:

- Cancellation and NO SHOW FEE:
 - o Any shipment that is equal or more than 1000 kg of Chargeable Weight.
 - o 50 % in case of cancellation 72 hours or less before the flight
 - o 75 % in case of cancellation 48 hours or less before the flight
 - o 100 % in case of cancellation less than 24 hours before the flight

Collection in the event of agreed groupage transportation shall be done using a standard truck. Special requests (hoists, loading equipment etc.) must be commissioned separately.

Special Provisions for Air Transport

1) Air freight transport is subject to the provisions of the General Conditions of the International Freight Forwarders of Bosnia and Herzegovina

2) The weight/volume ratio, currently **1:6**, determined by IATA, shall generally be used as a basis for volume consignments. This corresponds to a minimum freight weight calculation of 166.67 kg per cbm.

3) Schenker d.o.o., carries out inspections using X-ray technology of a third party where available. If an inspection using check X-ray technology is not possible due to the nature, quality or contents of the freight/goods, Schenker d.o.o., Sarajevo shall take follow-up action for clarification of any potential risks in the form of a manual search on the consignment concerned (supplemented, if need be, by explosive trace detection). To this purpose, the customer agrees to grant written consent for Schenker d.o.o., Sarajevo to open the consignment at first customs request. All costs for inspections and follow-up actions shall be borne by the customer.

4) Unless it has been expressly stipulated in their offer, Schenker d.o.o., Sarajevo shall not be obliged to transport special cargo. Special cargo includes, in particular, but not exclusively, the following types of consignment: -

Oversize cargo (depending on aircraft)

- Overweight cargo (depending on aircraft)

- Hazardous material

- Temperature-controlled consignments

- Food

- Valuable shipments as defined in Section 3.7.6 of the IATA Tact Rules (VAL Shipments) with a value of USD 1,000.00 per kg gross-weight or more except for traffic to/from the UK with a goods value limit of GBP 450.00 per kg gross-weight

- Express consignments

- Other consignments which are subject to special handling requirements/ guidelines/regulations

Schenker d.o.o., Sarajevo has no inspection obligation with respect to a freight forwarding exclusion. Schenker d.o.o., Sarajevo shall be entitled to refuse transfer or further transportation if there is reason to believe that the consignment is excluded from freight forwarding under this section.

OBLIGATIONS OF THE ORDERING PARTY / SHIPER/ EXPORTER / CONSIGNIE/ IMPORTER:

SCHENKER d.o.o. Sarajevo operates in accordance with the General Terms and Conditions of International Freight Forwarders of Bosnia and Herzegovina. In the event that the services or any part thereof, as defined above in the offer is prohibited by any laws or regulations including but not limited to domestic, US or EU laws, and including but not limited to laws relating to combat against terrorism and embargo, Schenker d.o.o. Sarajevo has the right to partially or completely cancel the services at any time, without prior notice and without liability to the client.

Both parties comply with applicable data protection regulations. Personal data must always be treated as confidential. Our offer is based on prices, tariffs and the exchange rate that are valid today, and it is not binding before receiving a written order for transport / concluding a transport contract.

The consignor / exporter / consignee / importer is obliged to provide all documentation for the smooth transport of goods, hand them over to the driver during loading, and take care of proper packaging of goods in accordance with transport rules and type / content of goods.

The client undertakes to provide precise data on the number of parcels, dimensions, weight, type and value of goods. In case of incorrect information, Schenker d.o.o. does not guarantee the loading of goods exceeding the quantity described in the offer. If we take over goods that are not included in the offer, we reserve the right to a proportional increase transport price depending on the amount of additional loaded cargo volume and gross weight.

If we have not been provided with information on the value of the goods before the time of the offer, we reserve the right to charge the service of the customs guarantee in transit, if required.

It is mandatory to provide accurate information on loading / unloading addresses, places of export / import customs clearance with the names of customs agents, and parity of delivery of goods (INCOTERMS 2010).

All costs not covered by the bid, which are incurred due to inaccurate / inaccurate information or non-compliance with the obligations of the principal / consignor / exporter / consignee / importer, will be additionally invoiced to the principal.

TERMS OF PAYMENT:

- The prices listed in the offer do not include VAT.
- Unless otherwise agreed, payment is made before picking up the shipment. General costs are borne by the client.
- In case of late payment, interest and exchange rate differences will be additionally invoiced.
- All costs incurred as a result of non-payment of invoices shall be borne by the principal.
- Invoices for the performed service are issued in the currency of BAM unless explicitly agreed otherwise.
- When calculating services in foreign currency, the middle exchange rate is applied by the Central Bank of Bosnia and Herzegovina on the shipment day of arrival at the port of unloading (import shipment) / port of loading (export shipment).

Generals

The delivery dates listed in quotations by SCHENKER d.o.o are based on information from the shipping company; SCHENKER d.o.o has no influence on them. SCHENKER shall never be liable for any delivery dates specified in the quotation being exceeded. SCHENKER d.o.o shall not be liable for any delays in the port of departure or during the journey or for any changes to departure and arrival days or cargo closing dates, or in the event of force majeure. SCHENKER d.o.o shall be free to choose their own subcontractors.

The conditions listed shall apply for air freight shipments orders are placed only via the on line platform Connect 4 Air.