

The company  
**ADRIA KOMBI d.o.o., Ljubljana**  
having its business address at  
Tivolska cesta 50, 1000 Ljubljana, Slovenia  
company identification number: 5338301000  
VAT ID: SI 62092456  
being represented by the managing director Mr. Janez Merlak  
(hereafter referred to as:  
*Adria Kombi*)

and

The company  
\*\*\*\*\*  
having its registered address at  
\*\*\*\*\*  
company identification number: \*\*\*\*\*  
VAT ID No.: \*\*\*\*\*  
being represented by \*\*\*\*\*  
(hereafter referred to as:  
*the Client*)

(both Adria Kombi and the Client hereafter also collectively referred to as:  
*the Parties*)

have entered into the following

## FRAMEWORK UIRR SERVICES AGREEMENT

### Article 1 (Introductory Provisions)

1. Each Party initially explicitly declares and warrants on its behalf:
  - 1.1. that it validly conducts business, that no bankruptcy, compulsory settlement or any other insolvency, liquidation or any other proceeding aiming for its dissolution has been initiated against it and that there is no threat that any such proceeding shall be initiated,
  - 1.2. to have no unsettled due customs, tax and/or other obligations towards the state and/or local communities as well as towards other public entities and/or bodies,
  - 1.3. that the representatives which have signed this agreement on its behalf were validly empowered to sign it on its behalf and that there are no legal or factual or any other issues present preventing any of the Parties from signing this agreement, and/or preventing them from fulfilling their respective obligations therefrom or making this agreement invalid or non-executable.
  - 1.4. to agree with the following:
    - 1.4.1. the General Conditions of the Union Internationale des Sociétés de Transport combiné Rail-Route (UIRR) (hereafter referred to as: *the UIRR General Conditions*) form an integral part of this agreement the same way as if their whole text had been copied into it;
    - 1.4.2. in case of any discrepancies between the UIRR General Conditions and the text of this agreement the text of this agreement shall prevail;
    - 1.4.3. the Client explicitly confirms that the Slovene as well as English versions of the UIRR General Conditions have been made fully available to it both on the webpage of Adria Kombi (<https://www.adriakombi.si>) as well as handed over to it by Adria Kombi in a hard copy before this agreement was signed;
    - 1.4.4. the Client confirms to have made a thorough look into the UIRR General Conditions and to accept them in full without any reservations whatsoever;
    - 1.4.5. the Client confirms to be aware of the fact that the UIRR General Conditions may be, from time to

time, subject to changes; should any such change take place and be published on the official Adria Kombi's webpage, the Client shall have (after being informed about any such changes also in writing directly by Adria Kombi) the right to terminate this agreement by sending Adria Kombi a written notice as defined in the clause 14.2. below. If the Client fails to give such a notice within 8 (eight) days after being informed about the changes of the UIRR General Conditions, it shall be considered that the Client fully agrees with all such changes; consequently, the changes of the UIRR General Conditions shall become effective and shall fully apply to this agreement from the moment on in which the Client has been informed about such changes by Adria Kombi;

- 1.4.6. any references to any Client's general terms and conditions or similar Client's general clauses made in any correspondence between the Parties or in any other way shall have no effect whatsoever and shall be considered non-existing.

### Article 2 (Services To Be Provided by Adria Kombi)

- 2.1. Subject to the fact that all the conditions as foreseen by this agreement as well as by the applicable law, applicable standards and any customary practices established within the intermodal road-rail transportation industry are met, Adria Kombi undertakes (as a UIRR Company pursuant to the definition within the clause 1.5. of the UIRR General Conditions) to carry out the organisation of one or more intermodal (road-rail) transports of goods (packed either in an intermodal or in a non-intermodal transport unit pursuant to the definition within the clause 1.7. of the UIRR General Conditions) on behalf of the Client. These services shall be carried out against the remuneration as specified within this agreement and with the diligence of a good expert.
- 2.2. The services as defined within this agreement shall be carried out by Adria Kombi and its respective employees. However, Adria Kombi shall be at full and unconditional liberty to appoint any subcontractor (and its respective employees) to perform any of the services as defined within this agreement on Adria Kombi's behalf. In any case the Client confirms to be aware that Adria Kombi does not engage as a carrier but merely as a rail-road transport organiser and that, therefore, Adria Kombi shall never be active as the actual carrier and shall not undertake any obligations or liabilities as such. Adria Kombi shall always engage further (rail and road) carriers to carry out the actual transport. Adria Kombi is at full liberty to choose any (rail and road) carrier it deems fit for the transport ordered pursuant to this agreement.
- 2.3. Adria Kombi shall also be entitled to re-load the goods during any of the transport operations and shall also be free to choose the transport route. The decision how the transport is carried out shall belong solely to Adria Kombi.
- 2.4. Adria Kombi shall retain complete freedom in respect of the means and procedures to be employed in the whole process of providing the services subject to this agreement. If in the Adria Kombi's opinion the interests of the Client so require, Adria Kombi may deviate from the Client's instructions in any respect and any expenses reasonably incurred thereby shall be for the Client's account.
- 2.5. Adria Kombi will (despite receiving a written complete order as defined in the clause 3.9. below) not be bound to provide the Client with any services pursuant to this agreement, unless such obligation has been (subject to the availability of appropriate transport and other services and equipment) assumed by Adria Kombi in writing (including through EDI systems defined within this agreement) for every single

shipment.

- 2.6. Adria Kombi will be free of any and all import-, export-, tax- and customs- related obligations as well as of any other similar obligations related to the goods. The Client and its respective agents shall bear the sole responsibility to take care of any and all such obligations and formalities.

### Article 3

#### (Orders, Data and Information to Be Provided by the Client)

- 3.1. The services as defined within this agreement shall be carried out based on the written orders. The orders shall be placed solely through the Adria Kombi's online booking system (EDI- electronic data interchange website) as defined within the clause 15.1. below.
- 3.2. In order to enable the Client to issue the orders as defined within the clause 3.1. above, Adria Kombi shall provide the Client with a unique username and a password. The Client undertakes to treat the received username and password as absolutely private and strictly confidential and to prevent the access of any third persons to them. The Client also confirms to be aware of the fact that the misuse of the username and/or the password may cause vast damages to both Adria Kombi and its partners as well as to the Client and undertakes to fully compensate any and all such damages caused to Adria Kombi and/or to its partners. Should Adria Kombi provide the Client with the option to create new usernames and passwords for further users, the Client undertakes to create them exclusively for its own employees and only to the extent which is absolutely necessary for the efficient placing of orders on behalf of the Client subject to the terms of this agreement.
- 3.3. The orders shall be placed either:
- 3.3.1. by the Client directly or
- 3.3.2. by the Client's agent as defined within the Appendix 1 to this agreement.
- The orders sent to Adria Kombi by any other persons or entities shall be considered non-existing.
- 3.4. If the Client places an order directly (i.e. pursuant to the clause 3.3.1. above), its name shall appear both in the "sender" and the "payer" boxes of the EDI system as defined within this agreement. If, however, the Client's agent places an order on Client's behalf (i.e. pursuant to the clause 3.3.2. above), the Client's name shall appear in the "payer" box of the EDI system as defined within this agreement, while the agent's name shall appear in the "sender" box.
- 3.5. An order shall only be valid if the box "creditor" of the EDI system as defined within this agreement contains the name of a company which (i.) is a member of the International Union for Road-Rail Combined Transport (UIRR) and (ii.) has issued Adria Kombi a written statement (a so-called: *Liberalisation*) confirming that it also holds its own valid UIRR services agreement with the Client and that any and all claims related to the orders given by the Client or on its behalf to Adria Kombi shall be paid by such a company ("creditor"). The list of possible Client's creditors within the meaning of this clause is defined within the Appendix 2 to this agreement; the list of such creditors is exhaustive. Consequently, Adria Kombi shall be demanding the payment of the services provided pursuant to this agreement as well as the payment of any and all expenses related thereto from the creditor, while the latter shall be (pursuant to the pricelist established between the creditor and the Client) claiming the payment from the Client. Regardless of the above, the Client remains (alongside with the creditor) fully liable to Adria Kombi for any expenses, penalties, fees, duties and damages caused by any breach of this agreement and/or of the applicable law and/or of the applicable standards and/or of any customary practices established within the intermodal road-rail transportation industry.
- 3.6. For each separate service the Client shall send Adria Kombi a separate order containing all the data which Adria Kombi needs in order to carry out such a service. Should Adria Kombi (at any given time) demand any additional data, the Client shall provide also such data without any delay whatsoever and without charging any expenses or other fees. The Client's order shall be placed in such a manner that all the boxes of the Adria Kombi's EDI system as defined within this agreement are filled out in a complete, honest and accurate manner. If a certain box remains empty or is filled in insufficiently, the order shall be deemed non-existing until the flaw is corrected. The Client's order shall in any case contain a clear description of the desired service to be performed by Adria Kombi as well as all the details related to the goods enabling Adria Kombi to easily identify them, however at least:
- 3.6.1. an accurate, complete and sufficient description of the goods,
- 3.6.2. an accurate, complete and sufficient description of the goods' quantity (mainly the number of items to be dealt with as well as the weight and dimensions of each separate item),
- 3.6.3. the accurate goods' value in EUR (in line with the invoices and other official documents accompanying the goods),
- 3.6.4. the accurate details of the goods' packaging and any other means of protecting it from the elements,
- 3.6.5. any other particulars of the goods (including but not limited to the particulars, related to their eventual fragile or other relevant nature or to their special nature which demands special treatment with them) which might be of any interest to Adria Kombi during the performance of the services as defined within this agreement,
- 3.6.6. in case of the transport of hazardous goods: the indication of their hazardous nature and their full ADR, RID or other applicable hazardous-goods classification,
- 3.6.7. a detailed list of the documents which are required by customs or other administrative authorities,
- 3.6.8. the name, address and other contact data of the place where the goods are to be taken over,
- 3.6.9. the time when the goods can be taken over,
- 3.6.10. the name, address and other contact data of the place where the goods are to be delivered.
- 3.7. The information about the value of the goods as defined within this agreement shall not be interpreted as a statement on whose basis the Client may enforce the Adria Kombi's liability for damages that surpasses the liability of the latter under the rules as defined within this agreement and within the UIRR General Conditions. An understanding between the Client and Adria Kombi to surpass these liability limits shall be valid only if a written annex to this agreement containing such an understanding is signed by both Parties.
- 3.8. The Client shall ensure to be the legal owner of the goods or to have any other legitimate title enabling it to freely manipulate with them throughout the whole period of the execution of the services pursuant to this agreement. The Client confirms to be fully entitled to order Adria Kombi's services as defined within this agreement for any and all goods mentioned in the orders placed on its behalf. The Client declares to be aware of the fact that Adria Kombi is, regardless of the fact whether the Client is the legal owner of the goods or not, entitled to seize and sell them under the conditions as specified within this agreement as well as within the mandatory law (retention and lien) in order to ensure the payment of any and all of its outstanding claims (both due and undue) towards the Client.
- 3.9. The order shall be deemed to be given no earlier than in the moment when it contains all the data needed for the performance of the service for which the order has been

given, especially however, but not limited to, when it contains all the data required by the EDI system as defined within this agreement (hereafter: complete order). The Client undertakes to provide Adria Kombi with a complete order in a way leaving Adria Kombi enough time for a normal and complete performance of the service specified therein. In case the Client fails to give Adria Kombi its complete order in due time and/or in case the Client's order is incomplete or infeasible (for any legal, factual or other reason, including but not limited to the lack of transportation/storage and/or other resources) and/or in case the Client's order contains the services which are not fully and unconditionally covered by the Liberalisation statement issued by the creditor (as defined in the clause 3.5. above), Adria Kombi shall be entitled to refuse the performance of the services specified therein. In such a case the Client shall have no claims whatsoever against Adria Kombi.

- 3.10. The Client shall provide Adria Kombi with all the data and support needed with respect to the services being carried out based on this agreement. In any case the Client undertakes to actively cooperate with Adria Kombi in all the proceedings in which Adria Kombi is involved and which have been initiated with respect to the services specified within this agreement and/or with respect to the goods defined in the orders placed by the Client or on its behalf. The Client undertakes to do everything within its power to protect its own and Adria Kombi's interests in such proceedings.
- 3.11. The Client assures Adria Kombi that all the data and all the documents given to Adria Kombi by the Client itself or by any other person acting on Client's behalf shall be genuine and accurate and shall fully correspond with the goods. Adria Kombi shall be entitled to conduct a survey of the goods at any time in order to check the conformity of the goods with the data and documents provided by the Client. However, Adria Kombi shall by no means be obliged to perform any such checks. None of the clauses of this agreement and no other fact or circumstance shall be construed in a way that it is imposing an obligation on Adria Kombi to verify whether the data and documents related to the goods are correct. Adria Kombi shall at all times be entitled to fully rely on the data, information and the documents as provided by the Client (or by any other person acting on Client's behalf) and to consider them to be genuine, accurate and in full conformity with the goods.
- 3.12. The Client declares to be fully aware of the fact that the data and the documents (given to Adria Kombi either by the Client or by any other persons acting on Client's behalf) shall be used by Adria Kombi in the process of conducting the services as defined within this agreement. The Client also confirms to be aware of the fact that the presentation of false data and/or documents to Adria Kombi may cause vast damages both to Adria Kombi and to the procedures it conducts as well as to people, to property, to the environment and to other material and/or immaterial assets, regardless to whom they belong. Therefore, the Client shall refrain from providing Adria Kombi with false or inaccurate data and documents. Client's withholding of any relevant data and/or document from Adria Kombi shall be treated in the same manner as the provision of the false or inaccurate data and documents.
- 3.13. The Client undertakes to immediately inform Adria Kombi about all the facts which could have any effect on the services which Adria Kombi is obliged to carry out pursuant to this agreement. The Client shall provide Adria Kombi with such information (without any delay whatsoever) both orally and in writing. This clause also applies *mutatis mutandis* for the obligations of Adria Kombi to inform the Client about any such facts which could have material implications on the Client's operations.

- 3.14. The Parties agree that Adria Kombi is only obliged to carry out those services which have been specified in the (validly placed) order, subject to the condition that the performance of such services has been clearly accepted by Adria Kombi in writing (also through the EDI system as defined within this agreement). Adria Kombi may refuse to perform the services as defined in a specific Client's complete order subject to the conditions specified in the clause 3.9. above as well as when the conditions needed for a safe, proper and flawless performance of such services are not met.
- 3.15. If the Client specifies any deadlines (e.g. transit times) in which certain services should be carried out by Adria Kombi, Adria Kombi shall not be bound by such deadlines unless Adria Kombi issued a confirmation in writing unambiguously confirming to consider such deadlines as binding. This clause does not derogate the clause 9.3. of this agreement. The latter remains fully in place.

**Article 4**  
**(Certain Additional Obligations Regarding the Goods)**

- 4.1. The Client shall ensure that any and all goods for which a complete order has been given to Adria Kombi by the Client or on its behalf shall be in full conformity with the applicable law, with the applicable standards, with any customary practices established within the intermodal road-rail transportation industry as well as with any and all requirements issued by any competent authority. The Client undertakes to make sure that its actions and orders as well as its goods and its instructions related thereto shall fully comply at all times with all the applicable transport and transport-related rules, especially however, but not limited to, with the CIM COTIF convention, CMR convention, ADR/RID and the applicable national rail and road transport legislation.
- 4.2. The Client undertakes to make sure that any and all goods for which a complete order has been given to Adria Kombi by the Client or on its behalf shall be fully fit, packed, equipped and marked to be transported both by rail and by road; the Client shall make sure that the goods and their respective packing, labelling, marking and accompanying documents are in full conformity with the rules and regulations valid in the countries through which the goods are bound to be transported.
- 4.3. The Client ensures that the goods for which a complete order has been given to Adria Kombi shall (unless otherwise explicitly agreed in writing):
  - 4.3.1. not contaminate or cause danger, injury, pollution or damage to any person or any other goods or assets or property or the environment;
  - 4.3.2. not be infested, verminous, rotten or subject to fungal attack or liable to become so during the period in which the services as defined within the complete order are planned to be carried out;
  - 4.3.3. not be overheated or liable to become so during the period in which the services as defined within the complete order are planned to be carried out;
  - 4.3.4. require no special protection for its safekeeping which would be arising from the goods' vulnerability to heat, cold, natural or artificial light, moisture, salt, wind, exposure to insects and other animals, pilferage, or proximity to other goods or from their inflammability;
  - 4.3.5. be properly and sufficiently marked, documented and labelled for all cargo handling purposes,
  - 4.3.6. be properly marked with warnings as to the hazardous/fragile nature of any contents and the precautions to be taken in handling the same and with such warnings as may be necessary for ensuring the safety and health of all persons likely to handle or come into contact with the goods or their contents in the event of the escape of anything

- injurious therefrom,
- 4.3.7. shall not contain (unless otherwise explicitly agreed in writing):
- 4.3.7.1. any drugs (controlled or uncontrolled), contraband, or any other illegal material;
  - 4.3.7.2. any items that should be handled in a manner preventing them to come into contact with other goods,
  - 4.3.7.3. any jewellery, watches, artwork, antiques, precious stones or other valuables or items of worth, stamps, coins, unique items, gold, silver or other precious metals, money, charge or credit cards, other means of payment, cheques, bills of exchange, other securities or documents,
  - 4.3.7.4. any food, food products, alcohol and alcoholic beverages, tobacco and tobacco products,
  - 4.3.7.5. any pornographic material,
  - 4.3.7.6. any human remains,
  - 4.3.7.7. any animals (live or dead) and animal parts and products derived from animals, plants, seeds or biological substances,
  - 4.3.7.8. any waste, waste oils and other waste material,
  - 4.3.7.9. any repugnant substances or goods with an intensive odour,
  - 4.3.7.10. any weapons or ammunition,
  - 4.3.7.11. any items whose characteristics make it susceptible to damage or perishing, decomposing, breaking, corrosion, rotting, drying, leaking, mould, worm damage, insects or other vermin,
  - 4.3.7.12. any items susceptible to spillage, ullage, drying or natural loss,
  - 4.3.7.13. any items requiring the use of special handling techniques and devices (e.g. goods that have to be transported observing the rules for exceptional transport operations, goods with disproportionate distribution of weight, etc.),
  - 4.3.7.14. any sensitive items or items exposed to increased risk of theft,
  - 4.3.7.15. any items that may infringe or breach the intellectual property rights of third parties,
  - 4.3.7.16. any items the transport/storage and/or other manipulations are allowed only subject to special conditions determined by the currently valid rules and regulations, shall be properly and sufficiently packed and protected to ensure the safety of the goods and to allow mechanical handling without damage or danger,
  - 4.3.7.17. any clandestine entrants (immigrants) and the Client shall bear full liability for damages, claims, fines and expenses that may arise from the presence of such people within the goods (Adria Kombi shall be fully released from any liability in respect of the presence of such persons).

- 4.4. Where any goods are, or become noxious, hazardous, inflammable, explosive or in any way dangerous or otherwise likely to cause damage (which includes goods which are infectious, diseased or verminous or likely to harbour or encourage infection or disease or vermin or other pests) whether alone or in combination with other goods and whether or not by reason of the act or omission of any person, Adria Kombi shall be at liberty to destroy or otherwise deal with such goods. In such a case the Client shall indemnify Adria Kombi against any loss, damage, costs and expenses arising out of or in connection with such actions undertaken by Adria Kombi.

#### Article 5

##### (The Nature of the Relationship between Adria Kombi and the Client)

- 5.1. The present relationship between the Client and Adria Kombi is of commercial nature and constitutes a service contract that does not authorize or bind Adria Kombi to act, directly or indirectly, in the name and on behalf of the Client or as an agent of the Client. Due to the commercial nature of this agreement, there is no presumption that this agreement creates a joint venture or partnership between the Parties or any type of contractual relationship other than a service contract as defined herein.

#### Article 6

##### (Client's Obligations to Deliver the Goods to the Pick-Up Point in a Just-In-Time Manner; Client's Obligations to Speed Up the Removal of the Goods from the Place of Delivery)

- 6.1. The Client confirms to be aware of the fact that the railroad/road terminals which shall be defined or used as the pick-up points or as the end delivery points within the Client's complete orders are usually extremely busy and full.
- 6.2. Considering the clause 6.1. above, the Client undertakes to deliver the goods to the point where they are supposed to be picked up by Adria Kombi or its respective partners (pick-up point) in such a manner that no storage of the goods shall be needed on the pickup-point. Should such storage nevertheless be needed, it shall be deemed to be performed exclusively on the Client's risk and the Client shall bear any and all expenses related thereto. The Client therefore waives any and all claims towards Adria Kombi which might in any way howsoever be related to the damage and/or loss to the goods occurring during such a storage. However, the Client undertakes (regardless of whether the reason for the storage mentioned above lies within the sphere of the Client or within the sphere of its respective business partner or within the coincidence attributable to either of them) to reimburse Adria Kombi any and all sums payable by Adria Kombi to other entities as a consequence of any such storage.
- 6.3. Considering the clause 6.1. above, the Client undertakes to use its best endeavours to speed up the process of removal of the goods from the delivery terminals. Should the Client or its respective partners fail to remove the goods from such terminals immediately after the goods have been made available for pick-up at such terminals, the Client undertakes (regardless of whether the reason for the lack of immediate removal of the goods lies within the sphere of the Client or within the sphere of its respective business partner or within the coincidence attributable to either of them) to reimburse Adria Kombi any and all sums payable by Adria Kombi to other entities due to any such delay. Any storage performed on the delivery terminals after the moment of the arrival as defined within the clause 1.8. of the UIRR General Conditions shall be deemed to be performed exclusively on the Client's risk and the Client shall bear any and all expenses related thereto.
- 6.4. However, if the goods remain unclaimed at the place of delivery as defined in the Client's complete order for more than 15 (fifteen) days following the day of the arrival of the goods to the place of delivery, Adria Kombi shall be entitled to give notice to the Client requiring the removal of the goods no later than by the date stated in the notice. Should the goods remain uncollected also after the expiry of such a date then Adria Kombi may at its discretion and without accepting any liability sell or otherwise dispose of the goods at the sole risk and expense of the Client. The sums received in due course of any such sale shall be used in the same manner, *mutatis mutandis*, as defined within the clause 8. of this agreement.

#### Article 7

##### (Invoicing, Client's Payment Obligations)

- 7.1. For every service carried out by Adria Kombi based on the Client's complete order, the Client undertakes to pay the invoice which shall be issued to it by the creditor as defined within the clause 3.5. of this agreement and pursuant to the pricelist agreed between the Client and such a creditor. Regardless of the above, Adria Kombi retains the right to demand the payment of any and all sums related to the services carried out pursuant to this agreement also directly from the Client in case the creditor as defined above fails or refuses to pay them.

**Article 8  
(Adria Kombi's Right to Demand an Advanced Payment)  
(Adria Kombi's Lien and Retention Right)**

- 8.1. In order to secure the payment of its outstanding (both due and undue) claims related to the services carried out pursuant to this agreement, Adria Kombi shall have a lien and a retention right on the goods with respect to which the services specified in this agreement have been provided or should have been provided. Such a lien and a retention right on specific goods shall cover those Adria Kombi's claims towards the Client which are related to these goods as well as those Adria Kombi's claims towards the Client which are related to the services which Adria Kombi has carried out for the Client in the past. If the Client fails to pay its obligations to Adria Kombi, the latter shall be entitled to sell the goods over which it has the lien and/or the right of retention under this agreement and/or under the applicable law. Adria Kombi shall be entitled to sell the goods in an out-of-court sales procedure as defined by the applicable law and to spend the amounts received this way for the coverage of any and all expenses incurred during the sales procedures as well as for the coverage of any and all of its other outstanding claims towards the Client. The remaining balance, if any, (i.e. the difference between the sums acquired through the sale and the Adria Kombi's claims towards the Client) shall be handed out to the Client or (if the Client is non-responsive) deposited on Client's behalf at the court.

**Article 9  
(Adria Kombi's Liability)**

- 9.1. Adria Kombi's liability for the losses and damages incurred to the goods specified within the complete order issued by the Client or on its behalf shall be determined in accordance with the UIRR General Conditions (especially within its clauses 8 and 9). These rules shall apply for any and all services performed by Adria Kombi on behalf of the Client.
- 9.2. Adria Kombi shall (subject to the clauses 8 and 9 of the UIRR General Conditions) only be liable for the loss of the goods and for the damage thereto (direct damage). Adria Kombi shall not be liable for any consequential or indirect damages (including but not limited to the loss of income, loss of profit, loss of market, loss of business opportunity, business interruption etc.).
- 9.3. Adria Kombi shall only (and always within the limits as defined in the clauses 8 and 9 of the UIRR General Conditions) be liable for the losses caused to the Client due to a delay occurring in the process of the performance of Adria Kombi's services under this agreement if Adria Kombi issued an explicit written statement to the Client that such services shall be performed within a certain timeframe. The timeframes mentioned by Adria Kombi to the Client or to its respective agents during the performance of the services under this agreement or prior to that shall be treated as estimated timeframes only. Hence, Adria Kombi shall by no means be bound by them unless the conditions as set forth within the clause 3.15. of this agreement apply.
- 9.4. ADRIA KOMBI's liability shall be in any case excluded if the loss or damage has been caused as a result of:
- 9.4.1. any Client's breach of this agreement or any of the

- 9.4.2. applicable laws, regulations or standards, any act (including instructions) or omission on the part of the Client, its representatives or agents or any other parties acting on behalf or for the benefit of the Client,
- 9.4.3. any particulars or defectivenesses of the goods and/or their packaging,
- 9.4.4. any self-driving vehicles (all of the above hereafter jointly defined as: a Breach)
- 9.4.5. force majeure as defined within the clause 13 below or within the applicable law.

- 9.5. If the applicable law misses relevant clauses limiting the liability of an UIRR services provider in a certain circumstance, then Adria Kombi's liability shall be limited to 2 SDR per kilogram of gross weight.
- 9.6. The Client confirms to be aware of Adria Kombi's liability limitations as defined above. The Client also confirms to have received an advice of Adria Kombi suggesting the Client to enter into a suitable insurance contract for the coverage of the risks the goods are exposed to during the time in which the services defined within this agreement are being carried out. The Client is namely aware of the fact that Adria Kombi provides no such insurance coverage but solely the liability insurance coverage (insurance of the Adria Kombi's liability) within the liability limits as set forth above.
- 9.7. No clause of this agreement or any of the appendixes thereto shall be construed in a way that it is in any way howsoever extending the Adria Kombi's liability over and above the limits as defined above.

**Article 10  
(Damage Claim Procedures)**

- 10.1. The Client shall make sure that any and all damage to the goods which occurred during the time of the performance of Adria Kombi's services shall be reported to Adria Kombi either by the Client or by its respective representative or agent. The damage report shall be delivered to Adria Kombi in writing. It shall consist at least of the following:
- 10.1.1. details of the damaged goods,
- 10.1.2. detailed damage description,
- 10.1.3. detailed photos and at least one video clip showing the damage (the photos and the video shall clearly show that the damage has actually been caused to the goods as defined within the clause 10.1.1. above),
- 10.1.4. detailed explanation of the statement that the damage occurred during the time of the performance of Adria Kombi's services.
- 10.2. In case of apparent loss or damage to the goods (loss or damage which can be noticed during a diligent visible check of the goods and all its accessible components, whether inside or outside) the damage report shall be delivered to Adria Kombi no later than at the very moment when the goods are taken over from Adria Kombi or from its respective partner. If no such damage report is sent within this timeframe the goods shall be considered to be handed over by Adria Kombi and its respective partners in perfect and flawless condition.
- 10.3. In case of loss or damage to the goods which is not considered to be apparent, the damage report shall be delivered to Adria Kombi immediately after the discovery of the damage, however, no later than in 5 (five) days following the day when the goods are taken over from Adria Kombi or from its respective partner.
- 10.4. The Client is aware of the fact that the notice-of-loss deadlines which apply in the various transport and logistical sectors (especially in the railway and road transport of

goods) are extremely short and that the failure to meet them is usually construed as the waiver of the claims related to the losses. Therefore, and in order to enable Adria Kombi to file timely notice-of-loss claims to the persons hired by Adria Kombi, the Client undertakes to use its best endeavour to immediately report any and all damages and losses which occurred during the period in which Adria Kombi was performing the services on behalf of the Client.

10.5. Each Party shall be entitled to appoint any surveyors or experts it deems fit in order to examine the alleged damage/loss and its causes. The Parties shall give each other every reasonable facility to enable any such surveyors to make the requisite investigations and checks. However, the probative value of such survey reports shall not exceed the probative value of private survey reports as recognized by the courts, even if both Parties are present during the surveyor's investigations.

10.6. Adria Kombi shall send the Client a reply to its timely lodged claim no later than in 8 (eight) days after receiving it. The failure of Adria Kombi to provide the Client with such a reply shall be considered as Adria Kombi's rejection of the Client's objection. The dispute procedure shall be deemed to be ended with Adria Kombi's reply as defined above. Hence, the Client shall be entitled to initiate court proceedings based on its claim and Adria Kombi shall be entitled to raise its objections against the Client's claims within such court proceedings.

#### **Article 11 (Client's Indemnification Obligation)**

11.1. The Client shall be liable to Adria Kombi for any damage, expenses (including, but not limited to, all actual attorney's fees) and losses (including, but not limited to, any duties, taxes, fines and monetary penalties levied to Adria Kombi and any amounts paid in settlement) as a consequence of any Client's Breach as defined within the clause 9.4. above, regardless whether the Breach occurred due to the Client's actions or omissions or solely within the Client's risk-sphere.

11.2. Should any claim or demand be addressed to Adria Kombi or should any (court, administrative, misdemeanor or other) procedure be initiated against Adria Kombi as a direct or indirect consequence of a Breach emerging from the Client's sphere, the Client hereby undertakes to keep Adria Kombi and its representatives, employees, agents, advisors, auditors, subcontractors and any other persons acting on behalf of Adria Kombi defended, protected and indemnified and to hold them harmless against any and all such claims and/or demands and/or proceedings. The Client shall therefore, upon receiving the first written Adria Kombi's request, take all necessary actions to protect Adria Kombi from any and all such claims, demands and procedures as well as to protect Adria Kombi from the consequences of such claims, demands and procedures.

#### **Article 12 (Trade Secrets)**

12.1. The Parties agree and undertake that they and their respective directors, employees, advisers, contractors, subcontractors or agents will treat and safeguard as strictly private and confidential the terms and conditions of this agreement as well as any data received from the other Party (regardless of its form) and will not at any time, without the prior written consent of the other Party, disclose or reveal such terms and conditions and data to any other person whatsoever unless:

12.1.1. such matter is in the public domain (by reason other than disclosure by that Party),

12.1.2. any Party is compelled by any judicial or other competent authority to disclose any such information,

12.1.3. the disclosure is a result of mandatory legal obligations or the disclosing Party, or

12.1.4. the disclosure is required to fulfil any of the Party's obligation under this agreement.

12.2. If any Party is compelled by a judicial or other competent authority to disclose or reveal such terms and conditions and/or data to any other person, the disclosing Party will immediately notify the other Party of that fact so that the other Party may, if it wishes, seek to prevent or to limit that disclosure.

12.3. The obligations of the Parties under this clause shall remain in place also after this agreement ceases to be valid.

#### **Article 13 (Force Majeure)**

13.1. In case any Party is prevented from fulfilling its obligations pursuant to this agreement due to force majeure, such a party shall inform the other party about this without any delay as well as present evidence about the existence of such a force majeure. The same applies when the obligations of a Party have not been carried out in due time because of force majeure. If the party being faced with the force majeure has informed the other party about that in a way specified above and if such a party has done everything in its power to avoid the consequences of force majeure, then such a party shall not be held responsible for the fact that it has failed to fulfil its obligations pursuant to this agreement due to the force majeure. The party which has claimed to have been affected by the force majeure is obliged to continue fulfilling its obligations pursuant to this agreement immediately after the cessation of the effects of the force majeure.

13.2. The term "*force majeure*" shall stand for any reason preventing a Party or its partners from fulfilling the obligations pursuant to this agreement if such a Party was unable to reasonably foresee such reasons and prevent its consequences. The following events (the list is not exhaustive) shall be considered as force majeure: strikes, lockouts or other work stoppages, riots, civil commotions, public demonstrations, blockades/closure of the port, import/export bans, embargoes, emergency situations in specific states, epidemics, pandemics, quarantines, acts of war, armed conflicts, explosions, acts of vandalism, sabotages, invasions, measures and binding orders of the state and/or other authorities, fire, flood, earthquake, hail, lightning, unusual atmospheric circumstances, natural disasters, piracy, terrorist attack, nuclear, chemical or biological pollution/contamination, power supply failures or electricity interruptions of any nature whatsoever, IT (EDI) supply failures of any nature whatsoever, major breakdowns of essential machinery or equipment used in carrying out the services under this agreement which were not caused by the negligence of Adria Kombi or its respective partners and which occur notwithstanding adequate maintenance in accordance with manufacturer's specifications, etc..

#### **Article 14 (Duration And Termination of the Agreement)**

14.1. This agreement has been concluded for an undetermined period.

14.2. Each party may terminate this agreement any time without being obliged to explain such a decision. Such a termination can be given in writing with a 30 (in words: thirty) days notice. This period commences in a moment when the Party to which the termination has been sent with a registered letter (or via any other means of personal delivery, e.g. a courier deliverer) receives such a termination.

- 14.3. If a certain Party breaches any of the provisions of this agreement or any of the provisions of the law regulating the services covered by this agreement and if such a Party fails to cease with such a breach within a reasonable time after being asked by the other Party to act so (using a cease and desist letter), then the latter shall be entitled to terminate this agreement with immediate effect (without any notice period). In such a case the termination shall be effective on the day when the Party responsible for the breach receives the registered letter containing the termination statement.
- 14.4. Irrespective of the clause 14.3. above, any Party shall be entitled to terminate this agreement with immediate effect if:
- 14.4.1. the other Party is unable to pay any of its debts (including any of the expenses and statutory default interests related thereto—regardless of the amounts) as they fall due,
  - 14.4.2. bankruptcy, compulsory settlement or other insolvency, liquidation or similar proceedings aiming for its dissolution have been initiated against the other Party,
  - 14.4.3. the other Party deliberately or with a gross negligence provided it with any wrong information, relevant for the performance of the services defined within this agreement,
  - 14.4.4. the other Party deliberately or with a gross negligence failed to provide it with any information, relevant for the performance of the services defined within this agreement.
- 14.5. Adria Kombi shall be entitled to block the access to its EDI system as defined within this agreement both to the Client as well as to any of its respective agents if the cease and desist letter has been sent by Adria Kombi to the Client according to the clause 14.3. above or if the termination letter has been sent by Adria Kombi to the Client according to the clause 14.4. above.
- 14.6. Should the Party to which the termination has been sent, fail to accept the termination within 15 (in words: fifteen) days following the day when the delivery to it was attempted for the first time, the delivery shall be deemed to have taken place on the first day, following the end of the 15-day period specified above.
- 14.7. In case Adria Kombi has outstanding (both due or undue) claims towards the Client on the day when this agreement ceases to be valid, Adria Kombi shall be entitled to withhold the goods it keeps on behalf of the Client and to sell them in an out-of-court sales procedure in order to obtain the funds to cover both the sales expenses as well as any and all its (due or undue) claims towards the Client, including any expenses and statutory interests (hereafter: *Full sum*). This clause shall however not be deemed to be limiting any of the Adria Kombi's rights as defined within the clause 8. of this agreement (lien, retention). The Client has, however, the right to demand the release of the goods if it provides Adria Kombi with an unconditional first demand bank guarantee, issued by a first-tier Slovene bank, guaranteeing to remit the Full sum to Adria Kombi's bank account upon receiving the first Adria Kombi's demand to do so.

**Article 15  
(Notices)**

- 15.1. All written orders as defined in the clause 3. above shall be transmitted to Adria Kombi via the Electronic-Data-Interchange systems (EDI system) which is used and provided by Adria Kombi to communicate with its clients and is accessible on the webpage <https://booking.adriakombi.si/> or any other webpage controlled and managed by Adria Kombi. The orders sent to Adria Kombi using other means of

communication (e.g. e-mail, telefax, telephone, etc.) shall be considered non-existing. If the EDI system defined above enables an upload of documents and other files, the Client shall make sure to refrain from uploading any virus-infected or malicious content. The purpose of any such upload-functionalities is solely to enable the Client to provide Adria Kombi with documents relevant for the performance of the services as ordered by the Client or its respective agents. Therefore, the Client undertakes to refrain from uploading any content which may in any way whatsoever exceed the purpose mentioned in the previous sentence. The Client especially undertakes to refrain from uploading any of its general terms and conditions or any other documents the aim of which is to determine the obligations of the Parties or to change/amend the clauses of this agreement. Should any such documents be uploaded anyway, they shall be treated as non-existing.

- 15.1. All notices to a certain Party which are supposed to be given in writing shall be sent to the address of such a Party as defined within this agreement.
- 15.2. All notices to a certain Party which can be sent through an e-mail shall be sent:
- 15.2.1. for Adria Kombi: to \*\*\*\*\*@\*\*\*\*\*, e-mail: \*\*\*\*\*@\*\*\*\*\*,
  - 15.2.2. for the Client: to \*\*\*\*\*@\*\*\*\*\*, e-mail: \*\*\*\*\*@\*\*\*\*\*,
- 15.3. Any notice given under this agreement shall take effect on receipt by the other party and shall be deemed to have been received:
- 15.3.1. if posted: on the day when the delivery actually took place, unless the addressee of the notice fails to accept it; in such a case the rule as defined within the clause 14.6. above shall apply;
  - 15.3.2. if sent electronically, on the day of transmission; and
  - 15.3.3. if delivered by hand, on the day of delivery.
- 15.4. The Client shall make sure that at least one of its representatives having in-depth knowledge of the goods and their particulars shall be available to the operational staff of Adria Kombi 24 hours a day, all year around, on the GSM phone number \*\*\*\*\* as well as via e-mail \*\*\*\*\* for any day-to-day communications necessary in order to enable a smooth flow of any operations related to the Client's goods and covered by this agreement.

**Article 16  
(Anti-Corruption Clause)**

- 16.1. The Parties hereby confirm having been informed and aware of the fact that the said agreement shall be null and void if at any stage of negotiation/conclusion or execution hereof any person had or will have promised, offered or given on behalf or account of the Client to any representative, agent or broker of Adria Kombi any undue advantage or benefit with the intent of acquiring the business hereunder, concluding said business under more favourable terms, by omission of the due supervision over the performance of obligations hereunder, or by any other act, conduct or omission resulting in a damage or loss to Adria Kombi, or allowing to obtain undue advantage to any representative, agent or broker of Adria Kombi and/or the Client or to their representatives, agents or brokers.

**Article 17  
(Miscellaneous)**

- 17.1. The Parties shall without delay notify each other of any change to the organizational form of their company or to

their equity situation or of any other circumstances which could significantly affect the business operations under this agreement (e.g. if bankruptcy, compulsory settlement or any other insolvency, liquidation or any other proceeding aiming for its dissolution has been initiated against a Party or is expected to be initiated).

- 17.2. If any provision of this agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the Parties shall use their best endeavour to substitute it with a provision coming closest to the intention of both Parties. Such a substitution shall be laid down in writing. Regardless of the above, the remainder of this agreement shall continue in full force and effect and shall not be affected by any such invalidity.
- 17.3. If any Party at any time decides not to invoke any of the clauses of this agreement or any part thereof, this departure will not constitute a precedent and will not apply to any other matter past or present other than the one for which these clauses were departed from.
- 17.4. The Parties shall try to resolve any disputes arising from this agreement in a consensual way. Should this not be possible, the courts in Ljubljana (Slovenia) shall have the sole jurisdiction to resolve them in accordance with the Slovene law. This agreement and all the questions being related to it in any way whatsoever shall be governed solely by the Slovene law, without giving effect to its (or EU's) rules, regulating the conflict of laws issues.
- 17.5. When this agreement has been entered into any previous agreements and agreements covering the same services as this agreement shall cease to be valid.
- 17.6. Any amendments of this agreement shall be deemed to be valid only if they are expressed in a written form, i.e. in a form of a written annex to this agreement.
- 17.7. This agreement has been drawn up in two equal counterparts, one for each party.
- 17.8. This agreement has (only) the following appendixes which are considered to be its integral part:
- 17.8.1. Appendix 1: The list of accepted Client's agents (e.g. freight-forwarding companies) entitled to send orders to Adria Kombi via Adria Kombi's EDI systems on Client's behalf
  - 17.8.2. Appendix 2: The list of possible Client's creditors

In Ljubljana, Slovenia, on \*\*\*\*\*

Adria Kombi d.o.o., Ljubljana  
Represented by  
Mr. Janez Merlak, the managing director

\*\*\*\*\*  
Represented by  
\*\*\*\*\*