

## CONDITIONS OF CARRIAGE

By tendering a Shipment to World Courier for Carriage, Shipper agrees on behalf of all Shipping Parties that (a) these Conditions govern World Courier's Carriage of the Shipment, (b) World Courier is not a common carrier, and (c) these Conditions impose no obligation on World Courier to accept tender of any item for Carriage. Capitalized words used in these Conditions that are not defined in the body of these Conditions have the meaning given to them in the attached Exhibit incorporated herein

### 1. Shipper's Warranties & Covenants

#### 1.1 Shipper represents and warrants that:

- (a) Shipper is the owner (or authorized agent of the owner) of the Shipment and is authorized to tender the Shipment for Carriage and execute the Waybill;
- (b) all information on the Waybill is accurate, complete and current, and the Declared Value for Carriage, if any, does not exceed the value of Shipper's actual interest in the Shipment upon delivery at the designated destination;
- (c) the Shipment is prepared, packed, labelled and marked properly and sufficiently for Carriage and in accordance with Applicable Law, Shipper has obtained all applicable Licences required for the Carriage and these Licences will be effective for the Carriage's duration;
- (d) none of the Shipping Parties is a Prohibited Person or is owned or controlled by, or is acting on behalf of, a Prohibited Person;
- (e) no member of the Courier Organisation will be subject to any sanction, penalty or claim of any type due to the Carriage of, or other transaction involving, the Shipment, including a claim for infringement of third party intellectual property rights; and
- (f) the Shipment does not include:
  - (i) weapons, ammunition, explosives or items likely to harbour or encourage vermin or pest;
  - (ii) a Restricted Item the possession or Carriage of which per the Waybill violates Applicable Law or any other item prohibited for Carriage by Applicable Law or a Relevant Authority; or
  - (iii) currency, bullion, negotiable cash equivalents or securities.

#### 1.2 For each Shipment, Shipper agrees to:

- (a) indicate on the Waybill if the Shipment's contents are fragile, prone to damage during Carriage or need special handling for safe Carriage;
- (b) prior to tender, notify World Courier of any temperature control requirements for the Shipment, including its contents and required temperature range;
- (c) prior to tender, notify in writing World Courier of the exact nature of any Dangerous Goods in the

## PREVOZNI POGOJI

Z oddajo Pošiljke v Prevoz družbi World Courier, se Pošiljatelj strinja v imenu vseh Strank Pošiljanja, da (a) ti Pogoji urejajo Prevoz Pošiljke s strani družbe World Courier, (b) družba World Courier ni običajen prevoznik, in (c) ti Pogoji ne predstavljajo nobene obveze, da družba World Courier sprejme oddajo kateregakoli predmeta v Prevoz. Besede zapisane z veliko začetnico v teh Pogojih, ki niso opredeljene v teh Pogojih, imajo pomen, ki jim je dan v priloženem Seznamu, ki je sestavni del teh Pogojev.

### 1. Jamstva & Zaveze Pošiljatelja

#### 1.1 Pošiljatelj zagotavlja in jamči, da :

- (a) je Pošiljatelj lastnik (ali pooblaščenec lastnika) Pošiljke in je pooblaščen za oddajo Pošiljke v Prevoz in za izpolnitev Tovornega lista;
- (b) so vsi podatki na Tovornem Listu točni, popolni in posodobljeni in da Deklarirana Vrednost Prevoza, če obstaja, ne presega vrednosti Pošiljateljovega dejanskega interesa glede Pošiljke ob dostavi na namembni kraj;
- (c) je Pošiljka pravilno in v zadostni meri pripravljena, zapakirana, etiketirana in označena za Prevoz in da je Pošiljatelj, skladno z veljavnim pravom, pridobil vsa potrebna Dovoljenja za Prevoz in da ta Dovoljenja veljajo tekom Prevoza;
- (d) nobena od Strank Pošiljanja ni Prepovedana Oseba ali ni v lastništvu ali pod nadzorom Prepovedane Osebe niti ne ravna v imenu Prepovedane Osebe;
- (e) zoper nobenega člana Organizacije Courier ni izrečena kakršnakoli sankcija, kazen ali kakršnenkoli zahtevek zaradi Prevoza ali druge transakcije, ki vključuje Pošiljko, vključno z zahtevkom za kršitev intelektualne lastnine tretje osebe; in
- (f) Pošiljka ne vključuje:
  - (i) orožja, streliva, eksplozivov ali predmetov, ki lahko vsebujejo ali spodbujajo zajedavce ali škodljivce;
  - (ii) Omejenega Predmeta, čigar posedovanje ali Prevoz s Tovornim Listom krši Veljavno Pravo ali katerikoli drug predmet, čigar Prevoz prepoveduje Veljavno Pravo ali Pristojni Organ; ali
  - (iii) gotovine, plemenite kovine, prenosljivih ekvivalentov gotovine ali vrednostnih papirjev.

#### 1.2 Pošiljatelj se zavezuje za vsako Pošiljko:

- (a) označiti na Tovornem Listu, če je vsebina Pošiljke občutljiva, nagnjena k poškodovanju med Prevozom ali potrebuje posebno obravnavo za varen Prevoz;
- (b) pred oddajo obvestiti družbo World Courier o kakršnihkoli zahtevah glede nadzora temperature za Pošiljko, vključno z njeno vsebino in zahtevanim temperaturnim razponom;
- (c) pred oddajo pisno obvestiti družbo World Courier

- Shipment and, if tender is accepted, comply with Applicable Law and all World Courier requirements relating to their Carriage;
- (d) promptly provide in writing all information necessary for World Courier to perform the Carriage, including information about the Dangerous Goods as required by Applicable Law;
  - (e) comply with Applicable Law and all requirements of any Relevant Authority relating to the Shipment, including Licence requirements; and
  - (f) ensure the consignee's proper completion of all import documentation.
- 1.3 Upon Shipper's breach of any representation, warranty or covenant herein, World Courier may terminate Carriage. At such time, World Courier's responsibility for Carriage and the Shipment ceases in full and World Courier may place the Shipment at any location it selects for retrieval by Shipper at Shipper's sole expense. Thereafter, World Courier will (a) give Shipper written notice of any action taken under this clause, and (b) be entitled on demand to the full Charges in respect of such Shipment, together with additional compensation for all costs resulting from such breach and World Courier's actions under this clause.
- ## 2. Carriage & Delivery
- 2.1 World Courier reserves the right to select the means and route of transport (with stopovers) for the Shipment and may consolidate any Shipment with others. Final Charges will be based on actual means and routes selected by World Courier for Carriage. Carriage of any Shipment by rail, sea or inland waterway is (a) arranged by World Courier as agent for Shipper and without liability of any type to World Courier, and (b) subject to the conditions of carriage of the rail, shipping or inland waterway carrier contracted to carry the Shipment.
- 2.2 World Courier may subcontract any part of the Carriage to any member of the Courier Organisation on any terms whatsoever as determined solely by World Courier, provided World Courier remains liable for such performance. Shipper will make no claim of any type, whether based in contract, tort, bailment or any other legal theory, against any member of the Courier Organisation other than World Courier in respect of the Shipment and/or Carriage. Without prejudice to the foregoing, all defences, exemptions, immunities, limitations and rights of World Courier hereunder apply to the entire Courier Organisation and each member thereof has the right to enforce them as if such provisions were expressly for its benefit, and in entering into the Waybill, World Courier, to the extent of these provisions, is acting for itself and as agent and trustee for such persons.
- 2.3 If delivery to the consignee at the address provided on the Waybill cannot be made for any reason beyond World Courier's control (including due to the consignee's refusal or a Force Majeure Event): (a)
- o točni naravi Nevarnega Blaga v Pošiljki in, če je oddaja sprejeta, ravnati v skladu z Veljavnim Pravom in vsemi zahtevami družbe World Courier glede Prevoza;
- (d) nemudoma pisno priskrbeti vse potrebne podatke, ki jih družba World Courier potrebuje za izvedbo Prevoza, vključno s podatki o Nevarnem Blagu, kot jih zahteva Veljavno Pravo;
  - (e) ravnati skladno z Veljavnim Pravom in vsemi zahtevami Pristojnega Organa glede Pošiljke, vključno z zahtevami Dovoljenj; in
  - (f) zagotoviti, da prejemnik pravilno izpolni vso uvozno dokumentacijo.
- 1.3 V primeru, da Pošiljatelj krši katerokoli izjavo, jamstvo ali obvezo iz teh Pogojev, družba World Courier lahko odstopi od Prevoza. V tem trenutku obveznost družbe World Courier za Prevoz in Pošiljko v celoti preneha in družba World Courier lahko na Pošiljateljeve stroške odloži Pošiljko na katerikoli lokaciji, ki jo izbere za prevzem s strani Pošiljatelja. Neposredno potem družba World Courier (a) Pošiljatelja pisno obvesti o vsakem dejanju, opravljenem v skladu s tem členom, in (b) je upravičena zahtevati vse Stroške, nastale s tako Pošiljko, skupaj z dodatnim poplačilom vseh stroškov, nastalih zaradi take kršitve in z dejanji družbe World Courier v skladu s tem členom.
- ## 2. Prevoz & Dostava
- 2.1 Družba World Courier si pridrži pravico do izbire sredstev in poti transporta (s postanki) Pošiljke in lahko Pošiljko konsolidira z ostalimi. Končni Stroški bodo določeni na podlagi uporabljenih sredstev in poti, ki jih je družba World Courier izbrala za Prevoz. Prevoz Pošiljke preko železnice, morja ali celinskih plovnih poti je (a) dogovorjen s strani družbe World Courier kot agenta Pošiljatelja in ne povzroča nobene odgovornosti za družbo World Courier, in (b) je podrejen prevoznim pogojem železniškega ali ladijskega prevoznika ali prevoznika po celinskih plovnih poteh, pooblaščenega za prevoz Pošiljke.
- 2.2 Družba World Courier lahko pod kakršnimkoli pogoji, ki jih sama določi, najame kateregakoli člana Organizacije Courier kot podizvajalca za katerikoli del prevoza, pod pogojem, da družba World Courier ostane odgovorna za tak podjem. Pošiljatelj ne bo imel nobenih pogodbenih, obligacijskih ali drugih zahtevkov glede Pošiljke in/ali Prevoza zoper kateregakoli člana Organizacije Courier, razen zoper družbo World Courier. Brez poseganja v prej navedeno, vsi ugovori, izjeme, imunitete, omejitve in pravice družbe World Courier pod temi Pogoji veljajo za celotno Organizacijo Courier in vsak njen član jih ima pravico uporabiti, kot če bi bili izrecno dani v njegovo korist in ob vpisu v Tovorni List, družba World Courier v mejah teh določb ravna v svojem imenu in kot agent in skrbnik teh oseb.
- 2.3 V primeru, da dostava prejemniku na naslov, določen na Tovornem Listu, ni mogoča zaradi razlogov, na katere družba World Courier nima vpliva (vključno s prejemnikovo zavrnitvijo ali Dogodkom Višje Sile): a)

World Courier will return the Shipment to the place of tender or other location selected by World Courier, acting reasonably, and notify Shipper; (b) Shipper will pay on demand all costs and expenses, including storage charges, arising therefrom; and (c) World Courier has no liability on account thereof.

- 2.4 Any member of the Courier Organisation is permitted to open and inspect (including through x-ray) a Shipment's contents, including any electronic data or information therein. World Courier is not responsible or liable in any manner as a result of such inspection, including due to any delay or damage resulting therefrom. Promptly upon request, Shipper will provide any password required to access such electronic data or information.
  - 2.5 If Shipper has not appointed a broker for customs clearance, Shipper (a) appoints World Courier, other members of the Courier Organisation and third party brokers selected by them on behalf of Shipper to act as Shipper's agent (and not as principal) in this capacity in all respects, and (b) will promptly provide all information and execute all documents necessary to confirm the appointment and comply with Applicable Law.
  - 2.6 World Courier retains exclusive ownership of all packaging containers (inclusive of gel packs and temperature loggers) rented or leased to Shipper. Shipper is solely responsible for all loss or damage (normal wear and tear excluded) to such containers and is responsible for their prompt return to World Courier following delivery.
  - 2.7 WORLD COURIER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND AND DISCLAIMS AND EXCLUDES ALL WARRANTIES AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW TO THE FULLEST EXTENT PERMITTED.
- 3. Charges, Fees, Advances; No Setoffs**
- 3.1 Shipper will pay to World Courier fees for Carriage calculated in accordance with (a) the tariff applicable at the time and location where the Shipment is tendered for Carriage, or (b) the rates, charges or fees agreed by Shipper and World Courier. Surcharges may apply for specific elements of the Carriage, including advancements and the handling of Dangerous Goods. All Charges are exclusive of (x) Relevant Authority Levies, and (y) advances and disbursements to third parties made by World Courier in connection with the Shipment. Any Relevant Authority Levies or such advances or disbursements will be for Shipper's sole account and paid by Shipper or reimbursed to World Courier on demand if first paid by World Courier.
  - 3.2 Charges are payable in full on demand, unless World Courier, in its sole discretion, grants credit on any amount payable to World Courier, in which case the Charges are due in full in World Courier's account in available funds no later than 30 days of invoice date. Shipper's payment obligations hereunder are absolute, unconditional and not subject to reduction,

družba World Courier vrne Pošiljko na mesto oddaje ali drugo lokacijo, ki jo družba World Courier razumno izbere in o tem obvesti Pošiljatelj; (b) Pošiljatelj na zahtevo plača vse stroške in izdatke, vključno s stroški hrambe, ki nastanejo zaradi te situacije; in c) družba World Courier v tem primeru ne nosi nobene odgovornosti.

- 2.4 Vsak član Organizacije Courier lahko odpre in pregleda (tudi z rentgenom) vsebino Pošiljke, vključno z elektronskimi podatki ali informacijami, ki vsebovanimi v Pošiljki. Družba World Courier ni na noben način odgovorna za posledice takega pregleda, vključno z zamudo ali nastalo škodo. Pošiljatelj bo na zahtevo nemudoma priskrbel kakršnokoli geslo, potrebno za dostop do elektronskih podatkov ali informacij.
  - 2.5 V primeru, da Pošiljatelj ni imenoval posrednika za carinski postopek, Pošiljatelj (a) imenuje družbo World Courier, druge člane Organizacije Courier ali tretjega posrednika, ki ga le-ti izberejo v imenu Pošiljatelja, da ravna kot Pošiljateljev agent (in ne kot principal) v tem svojstvu v vseh pogledih in (b) nemudoma priskrbi vse podatke in izda vse dokumente, potrebne za potrditev imenovanja in za skladnost z Veljavnim Pravom.
  - 2.6 Družba World Courier ohrani ekskluzivno lastništvo nad vsemi pakirnimi zaboji (vključno s hladilnimi vložki in zapisovalniki temperature), ki jih je dal v najem ali v zakup Pošiljatelju. Pošiljatelj je samostojno odgovoren za izgubo ali škodo (razen za normalno obrabo) teh zabojev in je odgovoren za njihovo hitro vrnitev družbi World Courier po dostavi.
  - 2.7 DRUŽBA WORLD COURIER NE DAJE NIKAKRŠNIH ZAVEZ ALI JAMSTEV IN PREREKA IN IZKLJUČUJE VSA JAMSTVA IN DRUGE POGOJE, KI JIH PREDVIDEVA ZAKON ALI OBIČAJNO PRAVO, DO MEJE KOT JE TO DOVOLJENO.
- 3. Stroški, Nadomestila, Predujmi; Prepoved Pobota**
- 3.1 Pošiljatelj družbi World Courier plača nadomestilo za Prevoz, ki se izračuna skladno z (a) veljavno tarifo glede na čas in kraj oddaje Pošiljke v Prevoz, ali (b) cenami, stroški ali nadomestili dogovorjenimi med Pošiljateljem in družbo World Courier. Za specifične elemente Prevoza, vključno s prevzemom in ravanjem z Nevarnimi Blagom, lahko nastanejo dodatni stroški. Vsi Stroški ne vključujejo (x) Dajatev Pristojnim Organom, in (y) predplačil in izplačil tretjim osebam, ki nastanejo družbi World Courier v povezavi s Pošiljko. Vse dajatve Pristojnim Organom ali taka predplačila ali izplačila se izvedejo na račun Pošiljatelja in so plačana s strani Pošiljatelja ali jih Pošiljatelj na zahtevo poplača družbi World Courier, če jih je bila družba World Courier plačala prva.
  - 3.2 Stroški se plačajo v celoti na zahtevo, razen če World Courier po svoji diskreciji odobri kredit na znesek, ki ga je potrebno plačati družbi World Courier, v tem primeru morajo biti Stroški v celoti poplačani na računu družbe World Courier najkasneje 30 dni od datuma izdaje računa. Pošiljateljeve obveznosti plačila so absolutne, nepogojne in se jih ne morejo

set-off, counterclaim or delay. Payment by credit card is not permitted unless previously agreed in writing by World Courier. World Courier may require pre-payment of anticipated Relevant Authority Levies or third-party advances or disbursements and any such pre-payment will be held without interest. If any payment is not received by the due date, in addition to other remedies, World Courier will charge a per-day late payment fee calculated at the rate of the lesser of (a) 1% per month and (b) the highest amount permitted by Applicable Law.

#### 4. World Courier's Liability for Loss, Damage, Delay

- 4.1 World Courier's liability for loss of, or damage to, a Shipment for any reason is determined and limited in accordance with Compulsory Legislation. Absent Compulsory Legislation, World Courier will only be liable for loss or damage to a Shipment caused by its negligence or wilful misconduct and such liability will not exceed the greater of (a) 22 Special Drawing Rights per kilo, and (b) US\$150; provided in no event will World Courier's liability exceed the lowest of the Shipment's replacement cost, repair cost or reconstituted value.
- 4.2 Delivery times are not guaranteed. World Courier's liability for delay in the Carriage of a Shipment for any reason is determined and limited in accordance with Compulsory Legislation. Absent Compulsory Legislation, World Courier has no liability for any loss or damage caused by a delay in performance of the Carriage for any reason.
- 4.3 Unless mandated by applicable Compulsory Legislation, World Courier has no liability for any:
- (a) direct or indirect loss of profit, sales, business, goodwill or reputation, third party claim or indirect or consequential loss;
  - (b) loss or damage caused directly or indirectly by Shipper or any third party (including any engaged by World Courier as agent for the Shipping Parties), including due to improper packing by Shipper; or
  - (c) loss or damage caused by Dangerous Goods.
- 4.4 Shipper may increase World Courier's liability pursuant to clause 4.1 for loss of, or damage to, a Shipment arising by World Courier's negligence or wilful misconduct by both (a) entering on the Waybill a Declared Value for Carriage, in an amount not exceeding US\$100,000, and (b) paying to World Courier a surcharge as quoted by World Courier therefor; provided in no event will World Courier's liability exceed the lowest of the Shipment's replacement cost, repair cost or reconstituted value.

4.5 World Courier's maximum aggregate liability for all

zmanjšati, pobotati, ne morejo biti predmet nasprotnega zahtevka ali zamude. Plačilo s kreditno kartico ni mogoče, razen po predhodnem pisnem dogovoru z družbo World Courier. Družba World Courier lahko zahteva predplačilo pričakovanih Dajatev Pristojnemu Organu ali predujmov ali poplačil tretjih strank in vsako tako predplačilo je brezobrestno. V primeru, da katerokoli plačilo ni prejeto do roka, družba World Courier, dodatno k ostalim ukrepom, zaračuna dnevno zamudnino, ki se izračuna na podlagi manjšega od (a) 1% na mesec in (b) najvišje dovoljene vrednosti po Veljavnem Pravu.

#### 4. Odgovornost družbe World Courier za izgubo, škodo, Zamudo

- 4.1 Odgovornost družbe World Courier za izgubo ali škodo Pošiljke iz kakršnegakoli razloga je določena in omejena skladno z Obvezno Zakonodajo. Ob odsotnosti Obvezne Zakonodaje, je družba World Courier odgovorna le za izgubo ali škodo na Pošiljki zaradi njene malomarnosti ali namerne kršitve in takšna odgovornost ne presega večjega od (a) 22 Posebnih Pravic Črpanja na kilo, in (b) 150 US\$; pod pogojem, da v nobenem primeru odgovornost družbe World Courier ne presega najnižjega stroška zamenjave Pošiljke, stroškov popravila ali prestrukturirane vrednosti.
- 4.2 Čas dostave ni zagotovljen. Odgovornost družbe World Courier za zamudo v Prevozu Pošiljke zaradi kateregakoli razloga, je določena in omejena skladno z Obvezno Zakonodajo. Ob odsotnosti Obvezne Zakonodaje, družba World Courier ne nosi nobene odgovornosti za izgubo ali škodo zaradi zamude v izvedbi Prevoza zaradi kateregakoli razloga.
- 4.3 Razen če tako zahteva veljavna Obvezna Zakonodaja, družba World Courier ni odgovorna za kakršnokoli:
- (a) neposredno ali posredno izgubo dobička, izgubo prodaje, posla, dobrega imena ali ugleda, zahtevka tretje stranke ali posredne ali posledične izgube;
  - (b) izgubo ali škodo povzročeno neposredno ali posredno s strani Pošiljatelja ali tretje osebe (vključno z agenti, ki jih je imenovala družba World Courier za zastopanje Strank Pošiljanja), vključno s posledicami nastalimi zaradi Pošiljateljevega nepravilnega pakiranja; ali
  - (c) izgubo ali škodo nastalo zaradi Nevarnega Blaga.
- 4.4 Pošiljatelj lahko, skladno s členom 4.1., poveča odgovornost družbe World Courier za izgubo ali škodo na Pošiljki, ki izvira iz malomarnosti ali namerne kršitve družbe World Courier, tako da (a) na Tovorni List vnese Deklarirano Vrednost Prevoza, ki ne presega 100.000 US\$, in da (b) plača družbi World Courier dodatek kot ga družba World Courier zahteva; pod pogojem, da odgovornost družbe World Courier v nobenem primeru ne bo preseгла najnižjih stroškov zamenjave Pošiljke, stroškov popravila ali prestrukturirane vrednosti.

4.5 Največja skupna odgovornost družbe World Courier

events occurring in relation to a Waybill, other than for loss or damage per clauses 4.1 and 4.4, is limited to Charges for the Shipment.

- 4.6 Receipt by the person entitled to delivery of the Shipment without complaint is prima facie evidence of delivery in good condition and per the Waybill. Notice of loss of, or damage to, a Shipment, indicating the nature of the loss or damage, must be provided in writing to World Courier upon delivery unless the loss or damage is not apparent, in which case notice must be provided (a) within the time limit set by Compulsory Legislation, or (b) absent Compulsory Legislation, within 60 days after the date the Shipment is tendered for Carriage. Absent Compulsory Legislation, Claims not made within the time limits provided in the prior sentence are waived in all respects.
- 4.7 The time limit for commencing legal proceedings against World Courier is set by Compulsory Legislation. Absent Compulsory Legislation, World Courier is discharged of all liability in respect of the Carriage unless legal proceedings are duly commenced and written notice thereof given to World Courier within nine months from the date the Shipment was tendered for Carriage, unless the proceedings relate to a claim for Charges, in which case such nine-month period is shortened to three months.
- 4.8 Except as set forth in clause 4, World Courier will have no liability arising out of or in connection with the Carriage. The defences, limits and exclusions of liability provided for in these Conditions apply in any action against World Courier arising out of, or in connection with, the Carriage, regardless of the nature of the action whether based in contract, tort, bailment, wilful misconduct, or other legal theory. In no event shall the liability provisions in clause 4 be amended, expanded or modified by any service level or quality agreement, purchase order or other writing describing the shipping protocol for Shipments.
- 4.9 Nothing in these Conditions limits World Courier's liability for death or personal injury caused by its negligence or wilful misconduct.

## 5. Indemnification & Insurance

- 5.1 Shipper indemnifies each member of the Courier Organisation for and against any and all Indemnifiable Losses in any way arising from:
- a breach of the representations, warranties or covenants herein;
  - such member's acts or omissions based on instructions or directions given by any Shipping Party;
  - liability or claims made by any third parties (including claims by Shipper's customer and other third parties acting as Shipper's subrogee or assign) in excess of World Courier's liability hereunder regardless of whether such liability

za vse dogodke v povezavi s Tovornim Listom, razen za izgubo in škodo določeno v členih 4.1. in 4.4., je omejena na Stroške za Pošiljko.

- 4.6 Če oseba, kateri je Pošiljka namenjena, Pošiljko sprejme brez pritožbe, je to prima facie dokaz dostave v dobrem stanju in v skladu s Tovornim Listom. Obvestilo o izgubi ali škodi na Pošiljki, ki prikazuje naravo izgube ali škode, mora biti družbi World Courier dano pisno, ob dostavi, razen če izguba ali škoda ni jasno razvidna, v takem primeru mora biti obvestilo dano (a) v roku, določenem z Obvezno Zakonodajo, ali (b) ob odsotnosti Obvezne Zakonodaje, v roku 60 dni od dneva, ko je bila Pošiljka oddana v Prevoz. Ob odsotnosti Obvezne Zakonodaje se v primeru, če Zahtevki niso podani znotraj roka iz prejšnjega stavka, šteje, da se jim je upravičenec v vseh pogledih odpovedal.
- 4.7 Rok za začetek pravnih postopkov zoper družbo World Courier je določen z Obvezno Zakonodajo. Ob odsotnosti Obvezne Zakonodaje, je družba World Courier oproščena vsake odgovornosti v zvezi s Prevozom, razen če se pravni postopki pravilno začnejo in je družbi World Courier dano pisno obvestilo v roku 9 mesecev od dne, ko je bila Pošiljka dana v Prevoz, v primeru, da pa se postopki nanašajo na zahtevek za Stroške, je tak 9 mesečni rok skrajšan na 3 mesece.
- 4.8 Razen v primerih določenih v členu 4, družba World Courier nima nobene odgovornosti, ki izhaja iz Prevoza ali je nastala v zvezi s Prevozom. Ugovori, omejitve in izključitev odgovornosti v skladu s temi Pogoji veljajo za vsako zahtevek, naslovljen zoper družbo World Courier, ki izhaja iz Prevoza ali je nastala v povezavi z Prevozom, ne glede na naravo zahtevka, postavljenega na podlagi pogodbe, škodnega dejanja, hrambe, namerne kršitve ali druge pravne podlage. V nobenem primeru določbe o odgovornosti iz člena 4 ne bodo spremenjene, razširjene ali modificirane s kakršnokoli ravno storitve ali kakovostnim sporazumom, nabavnim nalogom ali drugim pisanjem, ki opisuje prevozni protokol za Pošiljke.
- 4.9 Nič v teh Pogojih ne omejuje odgovornosti družbe World Courier v primeru smrti ali telesne poškodbe, nastale zaradi njene malomarnosti ali namerne kršitve.

## 5. Povrnitev škode & Zavarovanje

- 5.1 Pošiljatelj je dolžan povrniti škodo vsakemu članu Organizacije Courier za kakršnokoli in vsako Povrnljivo Izgubo, ki izhaja iz:
- kršitve v izjavah, jamstvih ali zavez iz teh Pogojev;
  - dejanj ali opustitev takega člana na podlagi navodil ali smernic, ki mu jih je dala katerakoli od Strank Pošiljanja;
  - odgovornosti ali zahtevkov tretjih strank (vključno z zahtevki Pošiljateljjevih strank in tretjih oseb, ki ravnajo kot Pošiljateljjev namestnik ali asignant), v presežku odgovornosti družbe World Courier, ne glede na to ali takšna odgovornost izvira iz ali

- arises from, or in connection with a breach of contract, negligence, wilful misconduct or breach of duty by World Courier or a member of the Courier Organisation; and
- (d) any claim made by a Shipping Party against any such member other than World Courier.
- 5.2 World Courier does not provide insurance of any kind for Shipments. Shipper is solely responsible for insuring the Shipment against all insurable risks to the Shipment's full insurable value (including all duties and taxes) and such insurance must include a waiver of subrogation provision in favour of each member of the Courier Organisation.
- 6. Force Majeure**
- Neither party is liable to the other for any loss, delay or non-performance of its obligations under these Conditions (other than breach of an obligation to make payment of any sum due under these Conditions) to the extent due to a Force Majeure Event. Shipper will reimburse World Courier for any increase in costs arising from Carriage of a Shipment on behalf of a Shipping Party during a Force Majeure Event.
- 7. General**
- 7.1 A waiver or delay in enforcing these Conditions will not deprive a party of its right to act later or due to another breach. These Conditions: are governed by the laws of England; constitute the entire agreement between World Courier and Shipper and supersede prior agreements regarding Carriage of the Shipment; and cannot be amended unless each party agrees in writing. If there is a conflict between these Conditions and a Waybill, these Conditions will prevail. The members of the Courier Organization will have the benefit of all defences, exemptions, immunities, limitations and rights of World Courier and have the right to enforce them in accordance with the provision of the Contracts (Rights of Third Parties) Act 1999. Except as expressly provided herein, a person who is not a party to the Conditions may not enforce, or otherwise have the benefit of, any provision of these Conditions under the Contracts (Rights of Third Parties) Act 1999. If any provision in these Conditions is determined by a court of competent jurisdiction to be unenforceable, these Conditions will be deemed amended to the minimum extent necessary to render the otherwise unenforceable provision, and the remainder of these Conditions, enforceable.
- 7.2 Unless otherwise required by Compulsory Legislation, any claims against World Courier under these Conditions or otherwise arising from the Carriage will be determined exclusively by the courts of England to which jurisdiction the Shipper irrevocably submits. World Courier is entitled to bring legal proceedings against the Shipper in the courts of England or in any other jurisdiction and legal proceedings by World Courier in one or more jurisdictions will not preclude legal proceedings by it in any other jurisdiction,
- je nastala v povezavi s kršitvijo pogodbe, malomarnostjo, namerno kršitvijo ali kršitvijo obveznosti s strani družbe World Courier ali člana Organizacije Courier; ali
- (d) zahtevka s strani Stranke Pošiljanja zoper kateregakoli takega člana, razen družbo World Courier
- 5.2 Družba World Courier ne nudi nikakršnega zavarovanja Pošiljk. Pošiljatelj je izključno odgovoren za zavarovanje Pošiljke proti vsem zavarovalnim rizikom do polne zavarovalne vrednosti Pošiljke (vključno z vsemi dajatvami in davki). Tako zavarovanje mora vključevati klavzulo o odpovedi subrogacijskim določbam v korist vsakega člana Organizacije Courier.
- 6. Višja Sila**
- Nobena stranka ni odgovorna drugi za kakršnokoli škodo, zamudo, neizpolnitev svojih obveznosti v skladu s temi Pogoji (razen za kršitev obveznosti plačila v kakršnemkoli znesku v skladu s temi Pogoji) v primeru Dogodka Višje Sile. Pošiljatelj bo poplačal družbo World Courier za kakršnokoli povečanje stroškov, ki izhajajo iz prevoza pošiljke v imenu pogodbenika pošiljatelja med Dogodkom Višje Sile.
- 7. Splošno**
- 7.1 Odpoved uveljavljanju ali zamuda v uveljavljanju teh Pogojev stranki ne odreče pravice, da ravna kasneje ali zaradi druge kršitve. Ti Pogoji: so urejeni po zakonih Anglije; predstavljajo celotni dogovor med družbo World Courier in Pošiljateljem in nadomeščajo prejšnje dogovore glede Prevoza Pošiljke; in se ne morejo spreminjati, razen s pisno privolitvijo vsake stranke. V primeru neskladja med temi Pogoji in Tovornim Listom, prevladajo ti Pogoji. Člani Organizacije Courier imajo pravico do vseh ugovorov, izjem, imunitet, omejitev in pravic družbe World Courier in imajo pravico, da jih uporabijo v skladu z določbami Contracts (Rights of Third Parties) Act 1999. Razen če ni izrecno drugače določeno s temi Pogoji, oseba, ki ni stranka Pogojev, ne more izvršiti ali kako drugače pridobiti koristi pod določbami teh Pogojev v skladu z Zakonom o Pogodbah 1999 (Pravice Tretjih Strank). Če pristojno sodišče ugotovi, da je katera od določb teh Pogojev neizvršljiva, se ti Pogoji štejejo za spremenjene v najmanjšem možnem obsegu, ki je potreben, da se omogoči izvršljivost sicer neizvršljive določbe in preostalih določb teh Pogojev.
- 7.2 Razen če drugače zahteva Obvezna Zakonodaja, se vsi zahtevki zoper družbo World Courier pod temi Pogoji ali zahtevki, ki drugače izvirajo iz Prevoza, rešujejo izključno s strani angleških sodišč, katerih pristojnost Pošiljatelj nepreklicno priznava. Družba World Courier je upravičena začeti sodni postopek zoper Pošiljatelja pred angleškimi sodišči ali v katerikoli drugi jurisdikciji. Sodni postopki, sproženi s strani družbe World Courier v eni ali več jurisdikcijah, družbi World Courier ne preprečijo sprožitve sodnih

whether concurrent or not. The prevailing party in any legal action may recover all costs, including reasonable attorneys' fees and expenses.

- 7.3 Each of the Courier Organisation and the Shipping Parties: (a) mutually waive and release the other from any and all liabilities relating to any claim for loss or damage of any kind arising out of an Act of Terrorism; and (b) agree to be solely responsible to the full extent of any and all loss or damage they or their respective employees, officers or agents may sustain resulting from an Act of Terrorism when any Qualified Anti-Terrorism Technology has been deployed on account thereof. Notwithstanding the foregoing, this clause will not be deemed to limit the scope or extent of the Shipping Parties' obligations to the members of the Courier Organisation under clause 5.1.
- 7.4 In these Conditions: (a) a reference to a party or a clause is to a party subject to, or a clause of, these Conditions; (b) a reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (c) any reference to the term "Shipper" is deemed a reference to the "Shipping Parties"; and (d) the term "including" means "including, without limitation".
- 7.5 These Conditions are drafted in the English language and the Slovenian language. In case of any discrepancy between the Slovenian and English versions of these Conditions or any dispute regarding the interpretation of any provision in the English and Slovenian versions of these Conditions, the English version shall prevail and questions of interpretation shall be addressed solely in the English language.

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postopkov v kateri drugi jurisdikciji, ne glede na to ali gre za sočasno pristojnost ali ne. Stranka, ki s katerimkoli tožbenim zahtevkom zmaga, lahko zahteva povrnitev vseh stroškov, vključno z razumnimi odvetniškimi tarifami in stroški.

- 7.3 Vsak član Organizacije Courier in vsaka Stranka Pošiljanja: (a) medsebojno umikajo in odvezujejo drugega od vsake odgovornosti, ki izhaja iz odškodninskih zahtevkov za kakršnokoli izgubo ali škodo na podlagi Dejanja Terorizma; in (b) se strinja, da bo izključno in v celoti odgovoren za kakršnokoli in vso izgubo ali škodo, ki jo je utrpel ali ki so jo njegovi uslužbenci, uradniki ali agenti utrpeli zaradi Dejanja Terorizma, kadar je bila kakšna od Kvalificiranih Proti-Terorističnih Tehnologij uporabljena na račun Dejanja Terorizma. Ne glede na zgoraj navedeno, ta člen ne predstavlja omejitev obsega obveznosti Strank Pošiljanja do članov Courier Organizacije v skladu s členom 5.1.
- 7.4 V teh Pogojih: (a) izraz stranka ali člen pomeni stranko, ki je predmet te Pogodbe ali člen te Pogodbe; (b) izraz oseba vključuje fizične osebe, pravne osebe (ne glede na to ali imajo ločeno pravno osebnost ali ne); (c) vsako sklicevanje na pojem "Pošiljatelj" se šteje za sklicevanje na "Stranke Pošiljanja"; in (d) izraz "vključno" pomeni "vključno, brez omejitev".
- 7.5 Ti Pogoji so sestavljeni v angleškem in slovenskem jeziku. V primeru neskladja med slovensko in angleško različico teh Pogojev ali v primeru kakršnegakoli spora glede razlage katere od določb v angleški in slovenski različici teh Pogojev, prevlada angleška različica in vprašanje glede razlage bo naslovljeno le v angleškem jeziku.

**Marec 2020**

## Definitions Exhibit

**"Act of Terrorism"** has the meaning ascribed to that term under the SAFETY Act.

**"Applicable Law"** means any and all laws, regulations and rules applicable to the exportation, importation, transportation, storage and handling of the Shipment and to any obligation or activity related to these Conditions.

**"Carriage"** means all services performed by or on behalf of World Courier in relation to a Shipment, including packing after tender, transporting, importing, exporting, customs clearance, unpacking in connection with delivery, in-transit storage and related documentation and handling.

**"Charges"** means all fees and charges payable to World Courier in accordance with the Conditions

**"Compulsory Legislation"** means any of the following when it applies compulsorily to any stage of the Carriage, to the extent it cannot be waived or modified:

- (a) the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929, as amended;
- (b) the Guadalajara Supplementary Convention (1961);
- (c) the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, 28 May 1999;
- (d) the Convention on the Contract for the International Carriage of Goods by Road (CMR) (Geneva, 19 May 1956); or
- (e) any other international convention or national law.

**"Conditions"** means these Conditions of Carriage and the Waybill.

**"Courier Organisation"** means World Courier and its subsidiaries and affiliates and their respective directors, officers, employees, agents and subcontractors, excluding any third party engaged by World Courier solely as agent for any Shipping Party.

**"Dangerous Goods"** means any item which is or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive or that otherwise presents a risk of damage or injury of any type to property or person.

**"Declared Value for Carriage"** means the Declared Value for Carriage, if any, indicated on the Waybill.

**"Force Majeure Event"** means hazards or dangers incident to a state of war or belligerency; any act or restraint or other guidance, restriction or prohibition of any government or public authority acting with actual or apparent authority; a public health emergency of

## Seznam Definicij

**"Dejanje Terorizma"** ima pomen, pripisan temu izrazu v SAFETY Act.

**"Veljavno Pravo"** pomeni katerekoli in vse zakone, uredbe in pravila, ki urejajo izvoz, uvoz, transport, skladiščenje in ravnanje s Pošiljko in vse obveznosti ali ravnanja v povezavi s temi Pogoji.

**"Prevoz"** pomeni vse storitve v povezavi s Pošiljko, ki jih izvede družba World Courier ali ki so izvedene v njenem imenu, vključno s pakiranjem po oddaji, transportom, uvozom, izvozom, carinskim postopkom, razpakiranjem v povezavi z dostavo, skladiščenjem med tranzitom in s tem povezano dokumentacijo in ravnanjem.

**"Stroški"** pomeni vsa nadomestila in dajatve, ki jih je potrebno plačati družbi World Courier, skladno s Pogoji

**"Obvezna Zakonodaja"** pomeni kateregakoli od naslednjih predpisov, kadar je v katerikoli fazi Prevoza njihova uporaba obvezna, do mere, v kateri se jim ni moč odpovedati ali jih spremeniti:

- (a) Konvencija o izenačitvi nekaterih pravil, ki se nanašajo na mednarodni zračni prevoz, podpisana 12. oktobra 1929 v Varšavi, s spremembami;
- (b) Konvencija, ki dopolnjuje Varšavsko konvencijo, podpisana v Guadalajari 18. septembra (1961);
- (c) Konvencija o poenotenju nekaterih pravil za mednarodni letalski prevoz, podpisana v Montrealu dne 28. maja 1999;
- (d) Konvencija o pogodbi za mednarodni cestni prevoz blaga (CMR), (Ženeva, 19. maj 1956); ali
- (e) katerakoli druga mednarodna konvencija ali nacionalni predpis.

**"Pogoji"** pomenijo te Prevozne Pogoje in Tovorni List.

**"Organizacija Courier"** pomeni družbo World Courier in njene hčerinske družbe in povezane družba in njihove direktorje, uradnike, zaposlene, agente in podizvajalce, izključujoč tretje osebe, ki jih družba World Courier najame le kot agente katerekoli Stranke Pošiljanja.

**"Nevarno Blago"** pomeni kakršenkoli predmet, ki je ali lahko postane nevaren, tvegan, toksičen (vključno z radioaktivnimi materiali), vnetljiv, eksploziven ali kako drugače predstavlja riziko škode ali poškodbe kakršnegakoli predmeta ali osebe.

**"Deklarirana Vrednost Prevoza"** pomeni Deklarirano Vrednost Prevoza, kot navedeno na Tovornem Listu.

**"Dogodek Višje Sile"** pomeni nevarnost ali nevarne dogodke v stanju vojne ali napada; katerikoli predpis ali prepoved ali drugo navodilo, omejitev ali prepoved kateregakoli vladnega ali javnega organa, ki ravna z dejansko ali jasno pristojnostjo; izredne razmere v javnem



international concern, strikes, riots, or civil unrest (whether or not involving World Courier's employees); fires, water damages, floods, tremors, earthquakes, mudslides, snowstorms, tornadoes, hurricanes, monsoons, eruptions and other natural disasters and extreme weather conditions; and/or acts of God and/or any other circumstances outside the party's control.

**"Indemnifiable Losses"** means any and all costs, losses, expenses, demands, claims, actions, causes of action, judgments, assessments, damages, amounts paid in settlement of actions or claims, obligations, recoveries, deficiencies, liabilities, fines, penalties, costs and fees, including court costs and reasonable attorneys' fees and expenses.

**"Licences"** means all import and export licences and other authorizations relating to the Shipment necessary for the Carriage, including any required by Applicable Law or any Relevant Authority.

**"Prohibited Person"** means any individual or entity with whom transactions are restricted or prohibited under any sanction, prohibition or restriction imposed by any state, country, supranational or international governmental organization or any Relevant Authority.

**"Qualified Anti-Terrorism Technology"** has the meaning ascribed to that term under the SAFETY Act and expressly includes certified cargo screening facilities and any associated services offered by any member of the Courier Organisation.

**"Relevant Authority"** means any customs authority, customs inspection station, airport authority, national civil aviation authority (including the International Air Transport Association and International Civil Aviation Organisation) and any other authority having jurisdiction over any element of the Carriage or the Shipment.

**"Relevant Authority Levy"** means value added tax and any other tax, duty, levy, charge, deposit or outlay imposed by a Relevant Authority and/or any expenses incurred in complying with the requirement of any Relevant Authority with respect to a Shipment.

**"Restricted Item"** means any cargo or item that is subject to any import or export sanction, prohibition or restriction imposed by any state, country, supranational or international governmental organization or any Relevant Authority.

**"SAFETY Act"** means the Support Anti-Terrorism By Fostering Technologies Act of 2002, 6 USC §441 et seq., of the United States of America, and the regulations promulgated thereunder.

**"Shipment"** means all items (including packing or packaging materials) tendered to, and accepted by, World Courier for Carriage under one Waybill.

zdravstvu s širšim mednarodnim pomenom, stavke, upore ali družbene nemire (ne glede na to ali vključujejo zaposlene družbe World Courier); požare, škodo zaradi vode, poplave, zemeljske premike, potrese, zemeljske plazove, snežene nevihte, tornade, hurikane, monsune, izbruhe in druge naravne katastrofe in ekstremne vremenske razmere; in/ali višjo silo in/ali katerekoli druge okoliščine, na katere stranka nima vpliva.

**"Povrnjive izgube"** pomeni katerekoli in vse stroške, izgube, izdatke, zahteve, zahtevke, tožbe, razloge za tožbo, sodbe, ocene, škodo, zneske, plačane v poravnavi zahtevkov ali tožb, obveznosti, izterjav, pomanjkljivosti, odgovornosti, glob, kazni, stroškov in nadomestil, vključno s sodnimi stroški in smiselnimi odvetniškimi tarifami in izdatki.

**"Dovoljenja"** pomeni vsa uvozna in izvozna dovoljenja in ostala dovoljenja v povezavi s Pošiljko, ki so potrebna za Prevoz, vključno z vsemi dovoljenji, ki jih zahteva Veljavno Pravo ali Pristojni Organ.

**"Prepovedana Oseba"** pomeni vsako fizično osebo ali družbo, poslovanje s katero je omejeno ali prepovedano v skladu s katerokoli sankcijo, prepovedjo ali omejitvijo katerekoli države, dežele, nadnacionalne ali mednarodne vladne organizacije ali Pristojnega Organa.

**"Kvalificirana Proti-Terroristična Tehnologija"** ima pomen, pripisan temu izrazu s strani SAFETY Act in izrecno vsebuje certificirane zmogljivosti za skeniranje tovora in kakršnekoli povezane storitve, ki jih ponuja kateri izmed članov Organizacije Courier.

**"Pristojni Organ"** pomeni kakršnekoli carinski organ, carinsko inšpekcijo, letališki upravni organ, organ državnega civilnega letalstva (vključno z Mednarodnim združenjem letalskih prevoznikov in Mednarodno organizacijo za civilno letalstvo) in katerikoli drugi organ, ki je pristojen zoper katerikoli del Prevoza ali Pošiljke.

**"Dajatev Pristojnemu Organu"** pomeni davek na dodano vrednost ali katerikoli drug davek, dajatev, depozit ali obremenitev, naloženo s strani Pristojnega Organa in/ali katerekoli izdatke, nastale zaradi ravnanja v skladu z zahtevami Pristojnega Organa glede Pošiljke.

**"Omejen Predmet"** pomeni vsak tovor ali predmet, ki je predmet kakršnihkoli uvoznih ali izvoznih sankcij, prepovedi ali omejitev, naloženih s strani katerekoli države, dežele, naddržavne ali mednarodne vladne organizacije ali Pristojnega Organa.

**"SAFETY Act"** pomeni Zakon o podpori proti-terorizma s tehnološkimi orodji (*Support Anti-Terrorism By Fostering Technologies Act of 2002, 6 USC §441 et seq.*), Združenih Držav Amerike in iz njega izhajajočih uredb.

**"Pošiljka"** pomeni vse oddane predmete (vključno s pakiranjem in pakirnim materialom), ki jih je družba World Courier sprejela v Prevoz pod istim Tovornim Listom.

**"Shipper"** means the person named as shipper on the Waybill.

**"Shipping Parties"** means the Shipper, consignee, receiver, owner of the Shipment and anyone else with an interest in the Shipment.

**"Special Drawing Rights"** means the Special Drawing Rights defined by the International Monetary Fund.

**"Waybill"** means the duly authorized waybill accompanying a Shipment or any shipping document, label, receipt, electronic entry, order form or any other means issued or provided by World Courier that preserves a record of the Carriage to be performed with respect to the Shipment.

**"World Courier"** means the World Courier company appearing on the Waybill.

**"Pošiljatelj"** pomeni osebo, ki je na Tovornem Listu označena kot pošiljatelj

**"Stranke Pošiljanja"** pomeni Pošiljatelja, prejemnika, sprejemnika, lastnika Pošiljke ali kogarkoli drugega, ki ima interes glede Pošiljke.

**"Posebne Pravice Črpanja"** pomeni Posebne Pravice Črpanja, ki jih je opredelil Mednarodni Denarni Sklad.

**"Tovorni List"** pomeni ustrezno avtoriziran tovorni list, ki spremlja Pošiljko ali katerikoli drugi dokument, nalepka, potrdilo, elektronski vnos, obrazec za naročilo za Pošiljko ali katerikoli drugo sredstvo, ki ga izda ali priskrbi družba World Courier, ki ohranja zapis Prevoza, ki ga je potrebno izvesti v zvezi s Pošiljko.

**"World Courier"** pomeni družbo World Courier, ki je prikazana na Tovornem Listu.