

## **GENERAL TERMS AND CONDITIONS**

### **I INTRODUCTORY PROVISIONS**

Company "Transfera" doo with its seat in Belgrade, Milana Jovanovica Street No. 17, registration number: 17456504, Tax Identification Number: 102624972 (hereinafter: Transfera), performs for its Clients, as part of its business activities, freight forwarding services, that is, for the purpose of dispatch and delivery of certain goods, in its name and for the account of the client, in the name and for the account of the client, or in its own name and for its own account, concludes contracts on transport and other contracts necessary to carry out transport and organize and perform other customary tasks and activities. Other customary tasks and activities include all services related to transportation, customs brokerage, warehousing, handling, packaging, distribution of goods and other services within business activities of Transfera that are necessary for dispatch or delivery of certain goods, as well as ancillary advisory services in connection therewith. Transfera provides all of the above services as a single freight forwarding service or individually each service for itself (warehousing, customs brokerage, transport of goods, etc.), independently or by engaging their business associates for the execution of services.

Transfera shall put at the disposal of its clients all its potential and invest all its knowledge and experience to provide its freight forwarding services. Specific type of service Transfera provides to its clients and timely execution of the same requires establishing certain unambiguous and binding rules. The purpose of Transfera's General Terms and Conditions (hereinafter: General Terms and Conditions) is to establish unambiguous and binding rules both for the Clients and for Transfera in terms of service delivery. These General Terms and Conditions shall apply to business relationship between Transfera and the Client at every stage of their relationship, regardless of whether there is a special written agreement or not concluded between Transfera and the client. Unless otherwise explicitly agreed in written, Transfera shall not assume any obligations and responsibilities other than those regulated by these General Terms and Conditions.

Transfera shall, in all circumstances, act with due diligence and as required with regard to the Client's interests.

### **II OFFER AND CONTRACT**

These Transfera's General Terms and Conditions regulate the general rules and conditions under which Transfera provides freight forwarding services (which may include the organization of transport and/or warehousing of goods and/or customs brokerage), or an individual service of transport, warehousing or customs brokerage (hereinafter referred to as: Services), as well as the rights and obligations of the parties in a business relationship on the occasion of providing the named Services.

These General Terms and Conditions apply to all requests, Offers and Acceptance of the offer, as well as all separate written Service Agreements.

The Offer shall apply only to those services expressly specified therein and it does not involve any other service that it is not explicitly stated. The Offer shall be submitted to the Client in writing, by fax or via e-mail. The Offer shall remain valid only until the deadline set for its acceptance. The Offer shall be deemed accepted if the Client notifies Transfera in writing, by fax or via e-mail on its agreement with the Offer, submits information and/or documentation required for the execution of service to Transfera, or makes goods available with regard to service that is to be performed.

Offer and Acceptance of the offer have the legal force of Service Agreement, to which these General Terms and Conditions apply.

Transfera and the Client conclude Service Agreements, as a rule, by Offer and Acceptance of the offer. In addition, mutually signed agreements in writing may be concluded, and these Transfera's General Terms and Conditions

shall apply to all of them, thus constituting an integral part of these Offers and Agreements as their mandatory annex.

Law does not require the conclusion of a special written Service Agreement between Transfera and the Client, neither the absence of such an agreement affects the validity of the establishment of a legal transaction between Transfera and the Client. However, if separate written Service Agreement between Transfera and the Client is concluded, as a rule, it includes all previous agreements between the parties contained in the Offer and Acceptance of the offer. In the case of a different agreement of the parties contained in the written agreement concluded in relation to the agreement contained in the Offer and Acceptance of the offer, valid agreement is the one contained in a separate written agreement concluded.

In case of disagreement of certain provisions of these General Terms and Conditions and certain provisions of Offers, Acceptance of offers and the agreement, the latter applies.

### **III ORDER**

Transfera performs all services solely on the basis and in accordance with the Client's Order. It is essential that the Order contains all the necessary information about goods and their properties, precise instructions regarding their dispatch or delivery and other services, and contains other information that are necessary for the proper and timely execution of the given task.

When Transfera performs services for the Client that include the transport of goods, the Client shall submit to Transfera the Order with the following information: date and place of issuance (bill of lading); name and address of the sender; place and date of loading and the place of destination; place and address of the recipient; expected description of the type of goods and ways of packaging; number of packages and their special marks and numbers; gross weight of goods or the quantity expressed in other way; value of goods; necessary instructions for Customs and other formalities.

When Transfera performs services for the Client that include the customs services, the Client shall submit to Transfera the Order with the following information: the name of the importer, the name of the foreign partner, the name of the user of the goods, type of foreign trade, the country of import and country of origin, purpose of import, the border crossing city of goods , type, value, quantity and tariff description of goods and any other data and instructions that are required for Transfera to meet its obligations without delay or interference.

When Transfera performs services for the Client that include the warehousing, the Client shall submit to Transfera the Order with the following information: the type, value and quantity of goods, their name and address, name and surname of the driver, ID card, warehousing conditions (temperature, humidity and the like), particularities (dimensions, mass, shape), as well as everything else that is needed for Transfera to meet its obligations without delay or interference.

The Client shall notify Transfera of goods properties due to which the safety of persons or property might be threatened, or damage might occur.

In service execution, Transfera shall always follow the guidelines concerning the direction of the road, means and mode of transport, as well as other instructions received from the Client. If it is not possible to act according to the instructions contained in the Order, Transfera shall seek new instructions, and if there is no time or this is not possible, Transfera shall proceed as required by the Client's interests. Transfera shall notify the Client on any deviation from the Order.

Once the Client submits the Order to Transfera, it shall also be deemed that the Client gave Transfera the authorization to pay freight, customs duties and other expenses, and the Client shall in a timely manner put at the Transfera's disposal the funds necessary for the payment of these costs. Otherwise, any increased costs and consequences of the omission shall be borne solely by the Client. Transfera shall not be in any way obliged to make

payment of customs duties, inspection and other administrative costs before its Client make funds for payment of these costs available, unless otherwise expressly agreed.

The Order shall be submitted to Transfera in writing, and if Order is given orally, the Client shall confirm it in writing, preferably on the same, and no later than the next working day until the end of business hours. Transfera may or may not confirm the oral Order of the Client in writing.

When the Order is evidently incomplete, unclear or contradictory, Transfera shall timely request from the Client necessary clarification. If, under the given circumstances, it is not possible to obtain the necessary clarification, and service execution cannot be delayed, Transfera shall act with due diligence, protecting the interests of the Client.

The Client shall bear all the consequences arising from incorrect, incomplete, ambiguous, contradictory and late given Order. When the Client changes the Order, whose execution has already begun, Transfera shall act according to the changed Order if possible, whereby Transfera is not responsible for the consequences caused by changing the Order.

#### **IV HANDOVER OF DOCUMENTATION**

The Client shall timely submit all documents necessary for the execution of the Order to Transfera. It shall also be deemed that the Client has not submitted documents to Transfera in a timely manner if the Client has informed Transfera that its business partner will submit such documents, but the Client's business partner fails to deliver documents in a timely manner.

All consequences arising from irregularities in documents, deficiencies in the documentation or their untimely submission to Transfera shall be borne by the Client.

With regard to the documents, necessary for the transportation of goods, Transfera may use the existing typed documents - forms, which are more common in certain branches of transport. If these documents include clauses that reduce or exclude the liability of carriers, the same shall apply to the liability of Transfera towards the Client.

Transfera shall not examine the validity of the authorization given to the bearer of the accompanying documents, nor of the signatory of the Order. Transfera, also, upon the receipt of the Order, shall not investigate whether there are any legal or other hindrances for the dispatch of the goods or any import, export or transit restrictions, prohibitions and the like, and in such cases, any costs arising in this respect shall be borne by the Client.

#### **V RECEIPT AND HANDOVER OF GOODS**

The Client or his partner shall pack goods in accordance with their nature, characteristics and needs of the transport route and means of transportation. The Client is responsible for the packing of goods, and therefore, Transfera is not liable for any damage arising from inadequate, insufficient or unsuitable packaging of goods or because of the unpreparedness of the goods (including the storage of goods into the cargo area). The Client performs the loading and unloading of goods, and is responsible for any damage that occurs during, or is the result of loading or unloading, unless otherwise expressly agreed.

Transfera has the right, but not the obligation, to refuse to accept goods for a carriage for which he believes it may cause damage to other consignments or cause other damage, but in any case reserves the right to subsequently claim damages from the Client.

Unless otherwise agreed, Transfera receives piece goods only by the number of pieces/packages/pallets, bulk cargo as per the Client's Order or transport documents, all without liability for the content or the nature of goods.

Transfera shall be deemed to have received the goods when it has taken charge of the goods for the execution of the Order. Unless otherwise agreed, Transfera may perform transport by itself in whole or in part. If Transfera itself performs transport, it shall have the rights and obligations of the carrier.

Transfera shall inform the Client about the main stages of the execution of the Services. Transfera shall promptly notify the Client of any damage to goods, as well as of all events of importance to the Client, and shall take all the necessary measures to protect Client's rights.

If the recipient refuses to take over goods, Transfera shall inform the Client about this and, at the same time, take the necessary measures for their preservation until a subsequent Order takes place, for which it shall be entitled the right to a special fee.

If during the receipt of goods, whether after transport, or after warehousing, the Client or the recipient of the goods does not make any remarks in writing with regard to the qualitative and quantitative status of goods, it shall be deemed that the goods were properly received.

In the event that it is determined, that transported or received goods have defects, identified deficiencies shall be noted in the minutes, which will be signed by the consignee's authorized person and by the carrier.

When the shipment arrives at its destination visibly damaged or with visible lack of packages, Transfera shall promptly notify the Client of the damage and of any events significant to the Client and take all necessary measures to protect Client's rights against the responsible person. If Transfera deems that, in the interest of its Client, needs to take certain actions, and cannot first obtain Client's instruction, it shall be authorized to carry out such acts for the account and at the risk of the Client.

## **VI ROAD TRANSPORT**

Transfera, or the entity whom Transfera hired for the transportation of goods shall, upon arrival at the place specified as place of delivery in the Order, handover transported goods to the person who is designated as the recipient of the goods in the Order.

Transfera, or the entity whom Transfera hired for the transportation of goods, shall issue the required number of bills of lading – CMR, or waybill, as proof of the completed delivery, signed by the consignee when receiving the goods. Signed bill of lading - CMR or waybill without quantitative or qualitative remarks by the consignee on the CMR or waybill shall be deemed credible proof that Transfera or the entity whom Transfera hired for the transportation of goods, timely delivered transported goods at the place of delivery without damage.

## **VII WATER TRANSPORT**

Transfera shall perform transport of goods by sea and river ship transport via ships on international routes. For executing the Client's Order, Transfera shall arrange transport of goods by sea or by river from the place of loading to the place of unloading with Shipping agency or an agent. All rights and obligations, as well as responsibilities laid down on the back of the ocean bill of lading shall apply to this contractual relationship.

If the Client has entered into a contract for the transport of goods by sea, the Client shall also arrange the conditions of loading and unloading as customary in ports. All costs resulting from the failure of the port organization or the carrier to fulfill the loading and unloading conditions customary in ports shall be borne by the Client.

Transfera shall not bear any costs resulting from congestion in the port, the quay, sorting yards and classification yards and other traffic points, lack of storage space and means of transportation, waiting for ships in ports and for other means of transportation at quays or railway stations, overtime work, waiting time during holidays and nonworking days, as well as interruption of work due to bad weather or other events of force majeure, nor shall be liable for such damages.

Transfera shall not be held responsible for the content and accuracy of notifications of shipping agency and its agent in terms of movement and arrival of the ship, nor for the information obtained from other carriers. Transfera

shall not be held liable for demurrage costs incurred by unproved guilt of Transfera. In case of shipwreck, Transfera shall inform the Client about the facts it has discovered.

#### **VIII AIR TRANSPORT**

Transfera shall perform transport of goods by air via international airlines. Transfera shall perform transport of goods by air, taking into account all the benefits offered by this type of traffic when contracting prices and conditions of air transport as contracted airline agent or their authorized agents (IATA cargo agent). All rights and obligations, as well as responsibilities laid down on the back of the on-board bill of lading shall apply to these Services.

#### **IX RAIL TRANSPORT**

Transfera shall perform transport of goods by rail transport via international railway lines. For executing the Client's Order, Transfera shall arrange transport of goods from the place of dispatch to the place of delivery with Railways at the applicable Railways tariff. All rights and obligations, as well as responsibilities laid down on the back of rail waybill and Railways terms and conditions shall apply to these Services.

#### **X SELECTION OF APPROPRIATE MODE OF TRANSPORT**

When the Order contains no instruction of the transport route, means of transport and the manner in which goods need to be dispatched, hauled, transit to the place of destination, Transfera shall be authorized to select or combine the options of transport, which are estimated to be the most favorable to the Client.

When goods are dispatched by rail, and the Client has indicated only residence of the recipient, without the mark of terminal station, if Transfera is not in position to timely obtain the necessary clarifications from the Client, the shipment shall be sent to that station, which is estimated as the best for the Client. In this case, Transfera shall not be held responsible for the selection of station.

Transfera may dispatch the individual consignment as aggregate shipment, unless otherwise indicated in the Order.

#### **XI CUSTOMS CLEARANCE**

Transfera shall issue a bank guarantee for the needs of the Client, only if such a service is contracted or specified in the Order. The Client shall pay for the named service unless otherwise specified in the agreement or in the Offer. Customs brokerage is direct, wherefore Transfera acts on behalf and for the account of the Client in the process of customs clearance, unless otherwise specified in a written agreement or required by law. Transfera shall submit customs documents based on Client's data, or its business partner. Transfera shall not be obliged to carry out physical inspection of goods, and is not liable if the data differ from the actual state.

If the Client omits to submit customs tariff to Transfera for the purpose of classification of goods in the Client's Order, Transfera shall classify goods within relevant customs tariff on the basis of available documentation submitted by the Client, but shall not be held responsible for the accuracy of the customs tariff, or for damages that may result from an incorrect classification of goods, while the Client takes full responsibility and damage due to incorrect classification of goods, and all bearing in mind that the goods may be classified within relevant customs tariff solely on the basis of binding information on tariff classification of goods of the Customs Administration. Transfera may request, in case of need, and according to the special request from the Client, binding information on tariff classification of goods. Transfera shall not be held liable in the event that document on preferential origin is not in accordance with the regulations or it is not valid.

For performing customs brokerage services, Transfera shall be entitled to extra remuneration. The Order for goods customs clearance shall not include Transfera's obligation to pay customs duties for the account of the Client, but such an obligation must be specifically agreed by written agreement. Where the place of customs clearance is not indicated in the Order, it shall be determined by Transfera.

The Client shall timely submit the Order in writing to Transfera in accordance with the General Terms and Conditions, containing all required information for each individual action, which Transfera shall be obliged to perform in order to carry out customs clearance duties.

The Client shall promptly provide all necessary and accurate documentation additionally requested by Transfera and provide all necessary explanations in respect of goods and documentation in order for Transfera to be able to fulfil its contractual obligations. If the Client fails to act in this manner, the Client shall compensate Transfera for any damage caused thereby, by such a behavior of the Client, while Transfera shall not be liable for any damage that the Client may suffer.

The Client guarantees the accuracy of the information in the documentation, which he is required to submit to Transfera for the execution of services. In the event that the control procedure determines that any information submitted by the Client is incorrect or does not match the accompanying documentation, hence cause damage to Transfera, the Client agrees to compensate immediately all damage to Transfera.

## **XII WAREHOUSING**

Transfera shall warn the Client about the shortcomings of the goods in terms of condition or quantity of goods as well as other visible defects immediately upon receipt of goods in the warehouse. Transfera shall promptly notify the Client about the changes it notices in the goods, as well as the danger that the goods might be damaged. When taking the goods from the warehouse, the Client or other authorized person is obliged to inspect the goods.

## **XIII DEADLINES**

Transfera shall be responsible for the dispatch or delivery time only if Transfera has expressly undertaken this obligation, but always within the limits of responsibility of the carrier and other participants in the transport of goods engaged by Transfera.

At the place of transshipment, Transfera shall act conscientiously and carefully to ensure that the transshipment is carried out in the best possible way. Transfera shall not be responsible for hindrances and delays in the transshipment of goods resulting from a fault on the part of the carrier, transshipment organizations and other organizations involved, or force majeure. Transfera shall not be responsible for the untimely arrivals of the means of transportation by the carrier, and for untimely arrivals of goods due to objective circumstances such as traffic jam, hold-ups at border crossings, vehicle breakdowns, traffic accidents and other emergencies.

## **XIV INSURANCE**

The Goods received for transport, Transfera can insure upon the written order of the Client with an additional fee according to the price list, which is separately delivered on request. Additional insurance, or insurance that covers higher value does not represent a statement of value or interest and does not lead to an increased liability limitation. Transfera's insurance of one consignment shall not create the obligation for Transfera to ensure all subsequent consignments of the same Client. When the insurance order does not include any special risks to cover the transportation of goods, Transfera shall only cover the basic transport risks with standard CMR insurance.

## **XV REMUNERATION FOR SERVICES AND COMPENSATION OF COSTS**

Transfera shall be entitled to compensation for their services in accordance with the Offer, as well as to reimbursement of costs incurred during the performance of the services. Offer in the form of lump sum (dispatch with a fixed compensation fee that, among other things, contains freight charges, the cost of the customs brokerage, warehousing, and other similar costs), shall be valid in accordance with the circumstances existing at the time when the Offer has been made. The Client shall separately compensate Transfera for the costs that are not covered by the fixed fee.

If the Client directs Transfera for the compensation and reimbursement of expenses to the Client's business partner, the Client is required to pre-commit his business partner to this obligation. However, the Client shall in any case remain obliged to Transfera if the Client's business partner does not make payment on time.

Complaints with regard to the invoice can be made within eight days of the receipt. If part of the claims is disputed, the Client shall settle the undisputed part within the agreed period, and submit a written objection within 3 days of the delivered invoice for the disputed part. If the Client uses Transfera's bank guarantee, it shall pay all costs incurred in the importation or exportation of goods for the customs debt within the statutory deadline. If the Client does not pay the customs debt within the statutory deadline, Transfera shall invoice interest according to the invoice of the Customs Administration and additionally charge the use of bank guarantees.

If the Client does not pay its debts within the stipulated period, it shall pay legal penalty interest for the delay.

The fee that is agreed or determined by the Offer may change if there is a change in fuel prices and other costs on which the price of transport and other services depends, or the price determined by the persons who are engaged by Transfera to execute Services changes. In the case of price changes, the Client may accept the price or cancel the agreement with a proportional fee for actions already taken with the reimbursement of expenses, unless otherwise agreed.

#### **XVI LIABILITY AND LIMITATION OF LIABILITY**

For the provision of transport services by road Transfera shall be deemed responsible for the loss, delay or damage to the goods in accordance with the limitation of liability under the Convention on the international transport of goods by road from 1956 (CMR Convention) and other applicable laws and transport regulations (such as the Law on Contracts on Road Transport, CIM, Hague Rules, etc.), but the liability of Transfera is limited per one harmful event and for all harmful events in one month up to the amount invoiced by Transfera for transportation services, in the month in which the harmful event occurred ie in which the harmful events occurred. Limitations of liability in accordance with applicable transport regulations (such as CIM, CMR, Hague Rules, etc.) and these General Terms shall apply even if the documentation accompanying the goods or issued by the Transfera indicates the value of the goods or the insured value that exceeds the limits of liability determined in the above-mentioned regulations.

Transfera is responsible for damages which Client suffers by fault of Transfera during performance of customs agency services, but the liability of the Transfera is limited per one harmful event and for all harmful events in one month up to the amount invoiced by Transfera for the customs agency services, in the month in which the harmful event occurred ie in which the harmful events occurred. Liability of Transfera is limited by the same principle for all other services not expressly mentioned in this Article.

The liability of SERVICE PROVIDER for damages to goods or losses occurred during providing warehousing services is limited to the amount of EUR 25.000 per one event, and up to EUR 25.000 in total per year.

Transfera shall not be liable for any damage, loss or delay occurred while providing services, which have not been caused by Transfera's fault, and which are caused in particular:

- due to circumstances that could not be avoided
- due to consequences that could not be prevented
- due to defects or natural properties of the goods or incorrect packaging
- due to force majeure - as a result of late submission or Client's failure to submit accurate data necessary for the provision of services
- due to Client's or his business associates fault
- due to the Client's or consignee's instructions

Transfera shall not be liable for incorrectly calculated freight charges as well as customs and other fees. Transfera shall be bound to make a complaint only if expressly requested to do so by the Client. In this case, the Client shall submit to Transfera transport, customs and other documentation required for filing a complaint.

If the Client or his business partner do not prepare goods timely at the place of loading or if the Client, after submitting the work Order, changes data relevant to the transport, loading or unloading of goods, and Transfera therefore suffers damage, the Contracting Parties agree that the Client is obliged to compensate Transfera for the damage suffered. If the vehicle assigned to the Client shall be retained, and such retention is not anticipated by the Order, the Client shall be required to pay a fee to Transfera in the amount of 150 EUR per day, in RSD counter value at the selling rate on the day of payment.

If the Client fails to provide the correct information or documentation to Transfera, he shall compensate Transfera for all damage suffered, while Transfera shall not be liable for the eventual damage suffered by the Client. Also, in case that control procedure concludes that sort, quantity, tariff indent or designation of goods does not correspond to information which Client submitted to Transfera and/or the supporting documents, resulting in damage suffered by Transfera, the Client is obliged to reimburse Transfera immediately for all occurred damage.

#### **XVII FORCE MAJEURE**

Force majeure is any circumstance or event whose effects could not be predicted, avoided or eliminated, which prevents Transfera or the Client to fulfill properly some or all their obligations, but none of them shall bear responsibility towards the other party because of the inability to meet its obligations or damage caused by force majeure.

Force majeure includes particularly: earthquake, flood, fire, natural disasters, failures on electrical installations and network, the suspension of electricity supply - power restrictions, war, riots, strikes, demonstrations, acts of government, criminal offense by a third persons and all other events whose effects could not be predicted, avoided or eliminated. Transfera shall not answer to the Client in any way for failure or improper fulfillment of their obligations when the same was due to Client's failure to meet its obligations.

In the event that either party is prevented or delayed with the performance of any of its obligations due to force majeure, the party affected by force majeure shall notify the other party as soon as possible about the occurrence of force majeure, after which they will jointly try to find a mutually appropriate solution to the situation. In the case that inability for fulfillment of obligations persists for a period that is unacceptable to the other party, the other party is authorized to withdraw from the agreement by notice in writing, and all rights and obligations created up to that point shall be considered valid until their fulfillment.

#### **XVIII RETENTION AND LIEN**

In order to secure the collection of claims related to services, Transfera shall have the right of lien regarding the goods handed over for forwarding and in relation to forwarding, as long as it holds them in its possession or while it is in the possession of the document by which Transfera is entitled may dispose with them.

#### **XIX TRADE SECRET**

The Client and Transfera shall keep all information, data or documents of any nature confidential, and shall not reveal their contents to third parties during the business cooperation as well as after the termination of business cooperation. If the Client or Transfera violate the obligation from the previous paragraph, they shall reimburse the other party for all damages incurred because of breach of obligation to keep trade secret. Information that must be disclosed in accordance with applicable legal norms in the Republic of Serbia shall not be deemed as obligation to keep trade secret.

#### **XXI TERM AND TERMINATION**

Unless otherwise agreed, agreements are concluded for a definite time and terminate upon complete fulfilment of contractual obligations of both parties.

If the Client's right to withdraw from the agreement is agreed, and the Client uses this right, the Client shall pay to Transfera fees that are proportional to the part of performed work, as well as reimburse all costs Transfera had had hitherto.

The provisions from article XVI and XIX shall apply in the event of termination of agreement for any reason.

## **XXII DIVISIBILITY OF AGREEMENT / GENERAL TERMS AND CONDITIONS**

The invalidity or nullity of individual provisions of the agreement concluded with the Client or these General Terms and Conditions shall not affect the validity of the remaining provisions of the agreement and the agreement as a whole, or the General Terms and Conditions, if it can survive without such provisions, and if they did not represent a decisive motive or the only goal for its conclusion or establishment.

## **XXIII APPLICABLE LAW AND JURISDICTION**

The provisions of the Law on Obligations and other applicable regulations of the Republic of Serbia shall apply to all that is not regulated by Offer and Acceptance of offer and these General Terms and Conditions, excluding provisions on conflict of laws with regulations of other countries.

No general terms and conditions of Client shall apply to the business relationship between Transfera and the Client, even if the Client delivered them to Transfera, mentioned them in the Order or other document and Transfera did not explicitly oppose their application.

The Commercial Court in Belgrade or another competent court in Belgrade shall have jurisdiction in case of dispute that the parties cannot resolve amicably.

## **XXIV FINAL PROVISIONS**

Any delay or failure to demand the fulfillment of certain contractual obligations or exercise of any right under these General Terms and Conditions, offer or agreement, shall not be deemed a waiver of the fulfillment of such obligations or exercise of such rights.

These General Terms and Conditions shall apply to all services Transfera provides for its Clients. Transfera shall inform the Client on the change of these General Terms and Conditions by giving notification on the change of General Terms and Conditions on any document by which it communicates with the Client, providing the General Terms and Conditions or internet address at which they may be found. By giving the Order or by entering into the agreement, the Client and other business partners confirm they are familiar with all the details of these General Terms and Conditions, have no doubt as to the full meaning of the terms used and accept them fully and unconditionally.

These General Terms and Conditions are published on Transfera website at:

<http://transfera.com/wpcontent/uploads/2017/04/OUP-Transfera-EN>, and they are available to all existing and future users of Transfera services.

In Belgrade, on 01 January 2017