

SPLOŠNI POGOJI ZA PREVOZ TOVORA

DRUŽBE

**FRIGOTRANSPORT PIŠEK&HSF, logistika,
prevozi, trgovina in storitve, d.o.o.**

**UPORABA SPLOŠNIH POGOJEV ZA PREVOZ
TOVORA**

Splošni pogoji za prevoz tovora (v nadaljevanju: splošni pogoji) urejajo razmerja iz pogodb o prevozu tovora, ki jih skleneta FRIGOTRANSPORT PIŠEK&HSF, logistika, prevozi, trgovina in storitve, d.o.o., matična številka: 2250071000, davčna številka: SI 11937548 kot prevoznik in naročnik prevoza (v nadaljevanju: naročnik)

Splošni pogoji so objavljeni in javno dostopni na <https://www.pisek-hsf.si/> in postanejo s sklenitvijo pogodbe o prevozu tovora med naročnikom in prevoznikom sestavni del pogodbenih določil. Pogodba o prevozu tovora je sklenjena, ko naročnik potrdi prevoznikovo ponudbo za prevoz tovora in izda s ponudbo skladen transportni nalog ali ko prevoznik potrdi naročnikovo naročilo.

Šteje se, da je s sklenitvijo pogodbe o prevozu tovora, naročnik sprejel te splošne pogoje in se z njimi strinja.

GENERAL TERMS AND CONDITIONS FOR THE FREIGHT

CARRIAGE OF

THE COMPANY

**FRIGOTRANSPORT PIŠEK&HSF, logistika, prevozi,
trgovina in storitve, d.o.o..**

**APPLICATION OF THE GENERAL TERMS AND CONDITIONS
FOR THE FREIGHT CARRIAGE**

General terms and conditions for the freight carriage (hereinafter referred to as "General Terms and Conditions") govern the relations arising from the contracts for the freight carriage entered into by FRIGOTRANSPORT PIŠEK&HSF, logistika, prevozi, trgovina in storitve, d.o.o., registration number: 2250071000, tax number: SI 11937548, as the Carrier, and the carriage customer (hereinafter referred to as "Customer").

General Terms and Conditions are published and publicly available at <https://www.pisek-hsf.si/> and shall become part of the contractual provisions upon the conclusion of the Freight Carriage Contract between the Customer and the Carrier. The Freight Carriage Contract is entered into when the Customer has accepted the Carrier's offer for the freight transport and has issued a transport order following the offer or when the Carrier has confirmed the Customer's order.

By entering into the freight transport contract, the Customer is deemed to have accepted and agreed to these General Terms and Conditions.

<p>Uporaba teh splošnih pogojev se lahko delno ali v celoti izključi le ob izrecnem pisnem soglasju naročnika in prevoznika.</p>	<p>Application of these General Terms and Conditions may be excluded in whole or in part only with the express written consent of the Customer and the Carrier.</p>
<p>Prevoznika ne vežejo splošni pogoji poslovanja naročnika, razen če njihova uporaba ni izrecno dogovorjena.</p>	<p>Carrier shall not be bound by the Customer's General Terms and Conditions unless their application is expressly agreed.</p>
<p>OPREDELITEV POJMOV</p>	<p>DEFINITIONS</p>
<p>Izrazi v teh splošnih pogojih pomenijo:</p>	<p>In these General Terms and Conditions, the terms</p>
<ul style="list-style-type: none"> - naročnik je pravna ali fizična oseba, ki sklene v svojem imenu, zase ali za drugega s prevoznikom pogodbo o prevozu tovora; - prevoznik je družba FRIGOTRANSPORT PIŠEK&HSF, logistika, prevozi, trgovina in storitve, d.o.o., tj. oseba, ki na podlagi pogodbe o prevozu tovora prevaža tovor, ne glede na to s kakšnim prevoznim sredstvom se prevoz opravi (v nadaljevanju: vozilo) in ne glede na to, ali ga opravi sama ali pa ga zaupa drugemu izvajalcu; - pošiljatelj je naročnik ali oseba, ki na osnovi sklenjene pogodbe s prevoznikom preda tovor za prevoz; - prejemnik je oseba, ki je upravičena v namembnem kraju prevzeti tovor, ki je bil predan za prevoz; - nakladališče je mesto, kjer se tovor preda prevozniku za prevoz; - namembni kraj je kraj, v katerem se v skladu s pogodbo o prevozu tovora, prevoz konča; - razkladališče je mesto, kjer prejemnik prevzame tovor; 	<ul style="list-style-type: none"> - Customer means a legal or natural person who enters into the Freight Carriage Contract with the Carrier in his name, for himself, or for another person; - Carrier means the company FRIGOTRANSPORT PIŠEK&HSF, logistika, prevozi, trgovina in storitve, d.o.o., i.e. the legal entity, which, based on the Freight Carriage Contract carries the goods, irrespective of the means of transport by which the carriage is performed (hereinafter "Vehicle") and whether the carriage is performed by the Carrier himself or by commissioning another contractor; - Consignor means the Customer or the person who, based on the concluded contract with the Carrier, hands over the goods for transport; - Consignee means the person who is entitled to take receipt of the goods consigned for carriage at the place of the destination - Point of loading means the place where the goods are handed over to the Carrier for carriage; - Place of the destination means the place where the carriage ends in accordance with the carriage contract;

- **voznina** je znesek, ki ga prejme prevoznik na podlagi pogodbe o prevozu tovora;
- **pogodba o prevozu tovora** je pogodba, sklenjena med naročnikom in prevoznikom, s katero se prevoznik obveže, da bo v notranjem ali/in mednarodnem cestnem prometu tovor pripeljal v namembni kraj in ga izročil prejemniku ali drugi pooblaščen osebi, ki jo določi prejemnik, naročnik pa, da mu bo plačal v pogodbi dogovorjeno voznino;
- **tovór** je katerakoli stvar, snov, blago, dokumenti, zamrznjeno in sveže meso, sadje, zelenjava, izdelki, orodja, naprave, rože, vzorci itd.

TRANSPORTNI NALOG

Naročnik posreduje transportni nalog prevozniku po elektronski pošti, faksu ali na drug način v roku od 36 ur do 72 ur pred nakladanjem tovora.

Prevoznik sprejema transportne naloge od ponedeljka do petka od 7.30 do 16.00.

Transportni nalog vsebuje:

- firmo, ime, sedež, naslov pošiljatelja;
- firmo, ime, sedež, naslov prejemnika;
- datum in uro nakladanja in točen naslov nakladališča (ime družbe, naslov, poštna številka, kraj, država, kontaktni podatki);

- **Point of unloading** means the place where the consignee takes receipt of the goods;
- **Carriage fee** means the amount received by the Carrier under the Freight Carriage Contract;
- **Freight Carriage Contract** means a contract concluded between the Customer and the Carrier by which the Carrier undertakes to carry the goods by road in national and/or international traffic to the place of the destination and to deliver them to the Consignee or another authorised person designated by the Consignee, and the Customer undertakes to pay him the price agreed in the Contract;
- **Freight means** all things, substances, goods, documents, frozen and fresh meat, fruit, vegetables, products, tools, equipment, flowers, samples, etc.

TRANSPORT ORDER

Customer shall submit the transport order to the Carrier by e-mail, fax or other means within 36 to 72 hours prior to the loading of the freight.

Carrier shall accept transport orders from Monday to Friday from 7.30 am to 4 pm.

Transport order shall contain:

- Name, company name, registered office and address of the consignor;
- Name, company name, registered office and address of the consignee
- Date and time of loading and the exact address of the point of loading (name of the company,

- datum in uro razkladanja in točen naslov razkladališča (ime družbe, naslov, poštna številka, kraj, država, kontaktni podatki);
- vrsto, količino (kosi, teža, število tovorkov, prostornina...) ter vsebino in vrednost tovora. Če so v tovoru dragocenosti, vrednostni papirji ali druge drage stvari, se na to dodatno izrecno opozori in sporoči njihova vrednost;
- navodila za carinska in druga dejanja;
- navodila za ravnanje s tovorom;
- seznam priloženih dokumentov;
- transportno temperaturo;
- druge pomembne podatke, ki so potrebni za pravilno, pravočasno in varno izvedbo prevoza.

Če transportni nalog ne vsebuje zgoraj zapisanih podatkov ali so ti napačni, ali če transportni nalog ni posredovan prevozniku v roku iz prvega odstavka te točke, ali če sploh ni posredovan, je prevoznik prost odgovornosti za popolno ali delno izgubo tovora, poškodbe tovora/embalaže kot tudi za zamudo pri nakladanju/razkladanju tovora ali pri izvedbi prevoza, v kolikor je to posledica napačnih ali nepopolnih podatkov ali zamude pri posredovanju transportnega naloga. Če zaradi tega nastane kakršnakoli škoda prevozniku ali tretjim osebam, jo je dolžan povrniti naročnik.

TOVORNI LIST (CMR) ALI DOBAVNICA

address, postcode, town, country, contact details);

- Date and time of unloading and the exact address of the point of unloading (company name, address, postcode, town, country, contact details);
- Type, quantity (pieces, weight, number of packages, volume, etc.), content and value of the freight. If the freight contains valuables, securities or other valuable items, this shall be expressly stated and their value indicated;
- Instructions for customs and other procedures;
- Instructions for handling the freight;
- List of accompanying documents;
- Temperature of transport;
- Other relevant data necessary for the correct, timely and safe performance of the carriage.

If the transport order does not contain the above information or if it is incorrect, if the transport order is not forwarded to the Carrier within the period specified in the first paragraph of this clause, or if it is not forwarded at all, the Carrier shall be relieved of liability for the total or partial loss of the freight, damage to the freight/packaging and delay in the loading/unloading the freight or in carrying out the carriage, to the extent that this is due to incorrect or incomplete information or delay in forwarding the transport order. If the Carrier or a third party suffers damage; as a result, the Customer shall be liable to pay compensation to the Carrier.

CONSIGNMENT NOTE (CMR) OR DELIVERY NOTE

Tovorni list ali dobavnico izda in ob nakladanju tovora prevozniku izroči pošiljatelj, če ni med pošiljateljem in prevoznikom dogovorjeno drugače.

Neobstoj, nepravilnost ali izguba CMR ali dobavnice, ne vpliva na obstoj in vsebino pogodbe o prevozu tovora in teh splošnih pogojev.

Prevoznik ne odgovarja za netočne ali nepopolne podatke vpisane v CMR ali dobavnici ali za škodo, ki nastane zaradi napačnih ali nepopolnih podatkov.

V primeru, da se podatki iz CMR ali dobavnice ne skladajo s podatki iz sklenjene pogodbe o prevozu tovora, bo prevoznik zahteval od naročnika navodila, če teh navodil ne dobi, upošteva podatke iz sklenjene pogodbe o prevozu tovora. Prevoznik ne odgovarja za škodo ali stroške, ki bi nastali zaradi neskladnosti podatkov med sklenjeno pogodbo o prevozu tovora in podatki iz CMR ali dobavnice.

PAKIRANJE IN OZNAČITEV TOVORA

Naročnik je dolžan zagotoviti, da je tovor označen in zapakiran na predpisan ali običajni način, da ne bi nastala škoda tovoru, prevozniku ali tretjim osebam in da ne bi bila ogrožena varnost ljudi ali dobrin.

Consignor shall issue the consignment note or delivery note and hand it over to the Carrier at the time of loading of the goods unless the Consignor and the Carrier have agreed otherwise.

The absence, irregularity, or loss of the CMR or the delivery note shall not affect the existence and content of the Freight Carriage Contract and these General Terms and Conditions.

Carrier shall not be liable for inaccurate or incomplete information in the CMR or delivery note or damage caused by such inaccurate or incomplete information.

If the information contained in the CMR or the delivery note does not correspond with the information contained in the concluded Freight Carriage Contract, the Carrier shall request instructions from the Customer; otherwise, he shall take into account the information contained in the concluded Freight Carriage Contract. The Carrier shall not be liable for any damage or costs resulting from a discrepancy between the information contained in the concluded Freight Carriage Contract and the information contained in the CMR or the delivery note.

PACKING AND LABELLING OF FREIGHT

Customer is obliged to ensure that the goods are marked and packed in the prescribed or customary manner so that no damage is caused to the goods, the Carrier, or third parties and the safety of persons or goods is not endangered.

Prevoznik bo naročnika ali pošiljatelja opozoril na pomanjkljivosti pakiranja, ki jih je mogoče opaziti in zahteval od naročnika navodila, kako ravnati. Če pošiljatelj ali naročnik kljub temu, da je bil opozorjen na pomanjkljivo pakiranje, zahteva da prevoznik prevzame pošiljko za prevoz s temi pomanjkljivostmi ali prevoznik ne dobi navodil od naročnika, je prevoznik prost odgovornosti za popolno ali delno izgubo tovora, poškodbe tovora/embalaže kot tudi za zamudo pri nakladanju/razkladanju tovora in pri izvedbi prevoza, lahko pa tudi brez odpovednega roka odstopi od pogodbe o prevozu tovora ali v celoti ali delno zavrne prevoz tovora. Če nastane zaradi pomanjkljivosti pakiranja ali pomanjkljivih navodil kakršnakoli škoda prevozniku ali tretjim osebam, jo je dolžan povrniti naročnik in pošiljatelj.

IZROČITEV DOKUMENTACIJE

Naročnik je dolžan zagotoviti, da bo prevozniku najkasneje ob nakladanju tovora izročena vsa dokumentacija, ki je potrebna za izvedbo prevoza, carinskih postopkov, prehajanje mej ipd. Prevoznik ne preverja pravilnosti in popolnosti izročenih dokumentov. V kolikor prevozniku ni izročena vsa potrebna dokumentacija ali ta ni popolna ali pravilna, prevoznik ne nosi nobene odgovornosti, lahko pa zahteva povračilo škode od naročnika, ki mu zaradi tega nastane.

Carrier will draw the attention of the Customer or the Consignor to any packaging defects found and ask the Customer for instructions on how to proceed. If despite being warned of the defective packaging, the Consignor or the Customer requests the Carrier to accept the consignment with these defects for carriage, or if the Carrier fails to obtain the Customer's instructions, the Carrier shall be relieved of liability for the total or partial loss of the freight, for damage to the freight/packaging and for delays in loading and unloading the freight and in the performance of the carriage, and may terminate the Freight Carriage Contract without notice or refuse to carry the freight in whole or in part. If the Carrier or a third party suffers damage due to defective packaging or lack of instructions, the Customer and the Consignor must compensate for this damage.

DELIVERY OF THE DOCUMENTATION

Customer undertakes to ensure that all documents required for carriage, customs clearance, border crossing, etc., are handed over to the Carrier at the latest at the time of loading of the freight. The Carrier is not obliged to check the documents' correctness and completeness. If all the required documents are not handed over to the Carrier or if they are not complete or correct, the Carrier shall not be liable for any damage but may claim compensation from the Customer for the damage caused

TEMPERATURA

Ob nakladanju mora naročnik zagotoviti, da je temperatura tovora v sredici enaka zahtevani transportni temperaturi, ki jo naročnik zapiše na transportnem nalogu.

Prevoznik ima v času nakladanja pravico izmeriti temperaturo vsega ali naključno izbranega tovora. Kontrolirano temperaturo tovora prevoznik zapiše v CMR. Če iz kateregakoli razloga prevoznik ne more izmeriti temperature tovora, ima pravico izmeriti temperaturo embalaže v kateri se tovor nahaja. Kontrolirano temperaturo embalaže prevoznik zapiše v CMR. S strani prevoznika izmerjena temperatura tovora ali embalaže velja za pravilno.

V kolikor prevoznik nima možnosti izmeriti temperature tovora ali embalaže lahko v celoti ali delno zavrne prevoz tovora ali brez odpovednega roka odstopi od pogodbe o prevozu tovora, pri čemer je prost odgovornosti za kakršnokoli škodo.

Prevoznik ima za prevoz tovora na voljo hladilne enote, ki zagotavljajo temperature od cca -18°C do cca +25°C. Prevoznik je zavezan opraviti prevoz tovora po transportni temperaturi iz transportnega naloga, kar zagotavlja z nastavitvijo temperature hladilne enote na transportno temperaturo. Možni so odkloni od transportne temperature npr. ob nakladanju, razkladanju, defrostu, zaradi temperature tovora samega ipd.

TEMPERATURE

At the time of loading, the Customer must ensure that the freight temperature in the core is in accordance with the required transport temperature as noted by the Customer on the transport order.

Carrier shall have the right to take the temperature of all or randomly selected freight at the loading time. The Carrier shall record the controlled temperature of the freight in the CMR. If for any reason, the Carrier is unable to take the temperature of the freight, the Carrier shall have the right to take the temperature of the freight packaging. The Carrier shall record the controlled temperature of the packaging on the CMR. The temperature of the freight or packaging measured by the Carrier shall be deemed to be correct.

If the Carrier cannot measure the temperature of the freight or the packaging, he may refuse to carry the freight in whole or in part or withdraw from the Freight Carriage Contract without notice and shall be free from all liability for damage of any kind.

Carrier must have refrigeration units available for the freight carriage, which guarantee temperatures of approx. -18°C to approx. +25°C. The Carrier is obliged to transport the freight at the transport temperature specified in the transport order, which is ensured by setting the temperature of the refrigeration unit to the transport temperature. Deviations from the transport temperature are possible, e.g., during loading, unloading, defrosting, due to the temperature of the freight itself, etc.

<p>Na zahtevo naročnika, pošiljatelja ali prejemnika, tovora ni mogoče segreti ali ohladiti.</p> <p>Prevoznik je prost vsakršne odgovornosti za okvaro ali uničenje tovora, če transportna temperatura v transportnem nalogu ni navedena, če prevoznik nima možnosti izmeriti temperature tovora oziroma embalaže ali če tovor ob nakladanju nima transportne temperature, ki je navedena v transportnem nalogu, upravičen pa je tudi do povračila škode, ki bi mu zaradi tega nastala.</p> <p>PRAVICA DO ZAMENJAVE TRANSPORTNE EMBALAŽE (transportna embalaža je razvidna iz priloge, ki je sestavni del teh splošnih pogojev)</p> <p>Euro palete/Euro kljuke za meso</p> <p>Menjava Euro palet in Euro kljuk je obvezna, če to zahteva naročnik v transportnem nalogu in se izvede takoj ob nakladanju/razkladanju tovora.</p> <p>Šteje se, da je prevoznik izvedel menjavo Euro palet in Euro kljuk, ko jih zloži na tla, poleg vozila. Pošiljatelj/prejemnik pisno potrdita menjavo Euro palet in Euro kljuk.</p> <p>Menjavajo se Euro palete A in B razreda, pri čemer so Euro palete A razreda izenačene z Euro paletami B razreda, kar pomeni, da se Euro palete A razreda štejejo kot Euro palete B razreda.</p> <p>V kolikor prejemnik/pošiljatelj iz kakršnegakoli razloga s prevoznikom ne menja Euro palet ali</p>	<p>Freight cannot be heated or cooled at the request of the Customer, Consignor, or Consignee.</p> <p>Carrier shall be relieved of all liability for damage to or destruction of the freight if the transport temperature is not specified in the transport order, if the Carrier is unable to measure the temperature of the freight or the packaging, or if the freight is not at the transport temperature specified in the transport order at the time of loading, and shall also be entitled to compensation for any loss or damage caused thereby.</p> <p>RIGHT TO EXCHANGE TRANSPORT PACKAGING (The transport packaging is listed in the Annex, which is an integral part of these General Terms and Conditions).</p> <p>Euro pallets/Euro meat hooks</p> <p>Euro pallets and Euro hooks must be exchanged if the Customer requests this in the transport order and must be exchanged immediately when loading/unloading the freight.</p> <p>The Carrier shall be deemed to have exchanged Euro pallets and Euro hooks if he has stacked them on the floor next to the vehicle. The Consignor/Consignee shall confirm the exchange of Euro pallets and Euro hooks in writing.</p> <p>Class A and Class B Euro pallets shall be exchanged, whereby Class A Euro pallets shall be treated the same way as Class B Euro pallets, i.e., Class A Euro pallets shall be considered Class B Euro pallets.</p> <p>If for any reason, the Consignee/Consignor does not exchange Euro pallets or Euro hooks with the Carrier, the Carrier shall charge the Customer for non-exchanged Euro</p>
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Euro kljuk, prevoznik zaračuna naročniku strošek nemenjanih Euro palet A in B razreda po ceni 20,00 EUR + DDV/Euro paletu in nemenjanih Euro kljuk po ceni 5,5 EUR + DDV/Euro kljuko.

V primeru, da pošiljatelj dokaže prevozniku, da ni menjal Euro palet ali Euro kljuk kot je bilo zahtevano, mora to reklamirati prevozniku v roku 8 dni. Po poteku tega roka, prevoznik iz tega naslova ni dolžan povrniti nobenih stroškov ali škode.

Druga transportna embalaža

Menjava druge transportne embalaže se dogovori med prevoznikom in pošiljateljem. Naročnik za tovrstne pošiljateljeve zaveze odgovarja solidarno.

Za čistočo, higieno in kvaliteto druge transportne embalaže (H1, E2, E1...), ki ni last prevoznika, le ta ne odgovarja.

Pravica prevoznika do zavrnitve menjave transportne embalaže

Prevoznik ima pravico zavrniti menjavo transportne embalaže, če je umazana ali v primerih, ki jih določajo smernice HACCP, pri čemer je prost vsakršne odgovornosti, prav tako ga ne bremenijo stroški nemenjane transportne embalaže.

PLOMBIRANJE VOZILA

pallets of classes A and B at the rate of EUR 20.00 + VAT /Euro pallet and non-exchanged Euro hooks at the rate of EUR 5.5 + VAT /Euro hook.

If the Consignor proves to the Carrier that the latter has not exchanged the Euro pallets or Euro hooks as requested, he must complain to the Carrier within 8 days. After the expiry of this period, the Carrier is no longer obliged to reimburse any costs or damages resulting from this.

Another transport packaging

The exchange of another transport packaging shall be agreed upon between the Carrier and the Consignor. The Customer shall be jointly and severally liable for these obligations of the Consignor.

The Carrier shall not be liable for the cleanliness, hygiene and quality of another transport packaging (H1, E2, E1, etc.) not belonging to the Carrier.

Carrier's right to refuse to replace the transport packaging

Carrier shall have the right to refuse to replace transport packaging if it is dirty or in the cases provided for in the HACCP guidelines, without any liability and without being charged for the cost of unchanged transport packaging.

VEHICLE SEALING

Pošiljatelj lahko izvede plombiranje vozila, kar pomeni, da na vozilo najkasneje ob končanju nakladanja namesti pečat.

V kolikor pošiljatelj želi, da plombiranje izvede prevoznik, mora zahtevo za plombiranje sporočiti prevozniku pravočasno in pisno. Prevoznik izvede plombiranje po lastni presoji in je prost vsakršne odgovornosti, o tem pa tudi ni dolžan obveščati naročnika.

Plombiranje se vpiše v CMR ali dobavnico.

NAKLADANJE/RAZKLADANJE TOVORA

Obveznost nakladanja/razkladanja

Tovor naloži na vozilo pošiljatelj, razloži pa prejemnik, če ni med naročnikom in prevoznikom pisno dogovorjeno drugače.

V kolikor prevoznik po naročilu pošiljatelja sam izvede nakladanje/razkladanje, je prevoznik prost odgovornosti za popolno ali delno izgubo tovora, poškodbe tovora/embalaže kot tudi za kakršnokoli zamudo pri nakladanju/razkladanju in pri izvedbi prevoza.

Pri nakladanju/razkladanju se morajo upoštevati prevoznikova navodila in tehnične zahteve, ki se nanašajo na razporeditev, pritrnitev tovora in na druge okoliščine, ki utegnejo vplivati na varnost oseb, vozila, drugega tovora na vozilu. V kolikor se prevoznikova navodila ne upoštevajo, je prevoznik prost odgovornosti za popolno ali

Consignor may seal the vehicle, i.e., affix a seal to the vehicle at the latest at the end of loading.

If the Consignor wishes the Carrier to affix the seal, he must notify the Carrier of his sealing request in good time and writing. The Carrier shall carry out the sealing at his discretion and shall be exempt from any liability and not be obliged to inform the Customer.

The sealing shall be noted on the CMR or the delivery note.

LOADING /UNLOADING OF FREIGHT

Obligation to load/unload

Consignor shall load the goods on the vehicle, and the Consignee unloads them unless the Customer and the Carrier have agreed otherwise in writing.

If the Carrier carries out the loading/unloading upon the order of the Consignor, the Carrier shall be exempt from liability for the total or partial loss of the freight, for damage to the freight/packaging, and delays in loading/unloading, and the performance of the carriage.

During loading/unloading, the instructions of the Carrier and the technical requirements for the arrangement, securing of the freight, and other circumstances which may affect the safety of persons, the vehicle, and other freight on board shall be observed. If the Carrier's instructions are not followed, the Carrier shall be released

<p>delno izgubo tovora, poškodbe tovora/embalaže kot tudi za kakršnokoli zamudo pri nakladanju/razkladanju in izvedbi prevoza, lahko pa tudi brez odpovednega roka odstopi od pogodbe o prevozu tovora ali v celoti ali delno zavrne prevoz tovora.</p>	<p>from liability for the total or partial loss of the freight, for damage to the freight/packaging and delays in loading/unloading and the performance of the carriage and may withdraw from the Freight Carriage Contract without notice or refuse to carry the freight in whole or in part.</p>
<p>Prevoznik ima pravico biti prisoten pri nakladanju/razkladanju. Prevoznik je prost odgovornosti za manko blaga, poškodbe tovora/embalaže kot tudi za kakršnokoli zamudo pri izvedbi prevoza, če je to povezano z razkladanjem/nakladanjem. Če nastane kakršnakoli škoda prevozniku ali tretjim osebam, jo je dolžan povrniti naročnik.</p>	<p>Carrier has the right to be present at loading/unloading. The Carrier shall not be liable for missing goods, damage to the cargo/packaging, or delays in the performance of the carriage if these are related to the unloading/loading. In the event of damage to the Carrier or third parties, the Customer is obliged to compensate the Carrier.</p>
<p>Nakladanje/ razkladanje visečega mesa</p>	<p>Loading/unloading of hanging meat</p>
<p>V primeru nakladanja/razkladanja visečega mesa, mora imeti nakladališče/razkladališče na voljo tirnice za nakladanje/razkladanje, katere se morajo pravilno in nemoteno povezati s tirnicami, ki se nahajajo v vozilu. Tirnice za nakladanje/razkladanje zagotovi pošiljatelj/prejemnik.</p>	<p>When loading/unloading hanging meat, the loading/unloading point must have loading/unloading rails which must be properly and smoothly connected to the rails in the vehicle. The loading and unloading rails shall be provided by the Consignor/Consignee.</p>
<p>Pošiljke vzorcev</p>	<p>Sample shipments</p>
<p>Pošiljke vzorcev se zaračunajo po dogovoru.</p>	<p>Sample shipments are charged according to the agreed fee.</p>
<p>Sprememba nakladališča/razkladališča</p>	<p>Change of loading/unloading point</p>
<p>Sprememba nakladališča je možna do začetka nakladanja tovora. Spremembo mora naročnik ali pošiljatelj pisno sporočiti prevozniku pravočasno in se le ta zaračuna naročniku.</p>	<p>A change of the loading point is possible until the start of the loading of the freight. The change must be notified to the Carrier in writing in good time by the Customer or the Consignor and shall be charged to the Customer.</p>

Sprememba razkladališča je možna do začetka razkladanja tovora. Spremembo mora pošiljatelj ali naročnik pisno pravočasno sporočiti prevozniku in se le ta zaračuna naročniku.

V kolikor bi zaradi spremembe nakladališča/razkladališča iz prejšnjih dveh odstavkov prišlo do kakršnekoli zamude ali škode, prevoznik za to ne nosi nobene odgovornosti.

Nakladalni/razkladalni čas

Naročnik se zase, prejemnika in pošiljatelja zavezuje ter jamči, da bo zagotovil, da se bo nakladanje/razkladanje tovora izvedlo pri:

- bruto teži tovora do 7,5 ton v največ 1 uri;
- bruto teži tovora $\geq 7,5$ do 15 ton v največ 1,5 uri;
- bruto teži tovora ≥ 15 ton v največ 2 urah.

Če nakladalni/razkladalni čas iz razlogov, ki niso na strani prevoznika, presega čas iz prejšnjega odstavka, se presežek dodatno zaračuna naročniku kot čakalna ura, tako da se za vsako začetno čakalno uro zaračuna 20,00 EUR+DDV. V kolikor nakladalni/razkladalni čas presega čas iz prejšnjega odstavka za 6 ur ali več, se dodatno zaračuna naročniku čakalni dan v znesku 350 EUR+DDV.

A change of the unloading point is possible until the start of the unloading of the freight. The change must be notified to the Carrier in writing in good time by the Consignor or the Customer and shall be charged to the Customer.

Should the change of loading/unloading point referred to in the previous two paragraphs cause any delay or damage, the Carrier shall not be liable for delay or damage.

Loading/unloading time

The Customer undertakes and warrants to himself, the Consignee, and the Consignor that he will ensure that the loading/unloading of the freight takes place at the following times:

- Gross cargo weights up to 7.5 tonnes within a maximum of 1 hour;
- Gross cargo weights ≥ 7.5 to 15 tonnes within a maximum of 1.5 hours;
- Gross load weights ≥ 15 tonnes within a maximum of 2 hours.

If the loading/unloading time exceeds the time specified in the preceding paragraph for reasons the Carrier is not responsible for, the excess shall be additionally charged to the Customer as a waiting hour, so that EUR 20.00 + VAT shall be charged for each first waiting hour. If the loading/unloading time exceeds the time mentioned in the previous paragraph by 6 hours or more, the Customer will be charged an additional waiting day of EUR 350 + VAT.

Za pošiljke poslane v zbirni obliki, kar pomeni, da je naročnik naročil prevoz tako, da se izvaja nakladanje/razkladanje na več nakladališčih/razkladališčih, je prevoznik prost odgovornosti za kakršnokoli zamudo pri nakladanju/razkladanju in izvedbi prevoza.

OBREMENITEV

Prevoznik si pridržuje pravico, da brez odpovednega roka odstopi od pogodbe o prevozu tovora ali deloma ali v celoti zavrne prevoz tovora, pri čemer ne nosi nobene odgovornosti, če tovor presega vsakokrat veljavne predpise, ki določajo največje dovoljene mere ali mase.

KOLIČINSKA Odstopanja TOVORA

Negativna odstopanja

Če je prevozniku naložen tovor v manjših količinah (npr. manjši volumen, manjša teža, manj palet ipd.) kot je bilo dogovorjeno (negativno odstopanje), prevoznik zaračuna voznino za prevoz celotno naročene količine tovora.

Pozitivna odstopanja

V kolikor je prevozniku naložen tovor v večjih količinah (npr. večji volumen, večja teža, več palet ipd.) kot je bilo dogovorjeno (pozitivno odstopanje), mora o tem naročnik pravočasno pisno obvestiti prevoznika. Prevoznik lahko zavrne prevoz večje količine tovora.

In the case of groupage consignments, i.e., if the Customer has ordered carriage so that loading/unloading takes place at several loading/unloading points, the Carrier shall be exempt from any liability for delays in loading/unloading and the performance of the carriage.

LOAD

Carrier reserves the right to withdraw from the Freight Carriage Contract without the period of notice or to refuse to carry the freight in whole or in part but shall not be liable if the load exceeds the maximum dimensions or weights laid down in the regulations in force at the time.

FREIGHT QUANTITATIVE DEVIATIONS

Negative deviations

If the Carrier is loaded with less freight (e.g., less volume, less weight, fewer pallets, etc.) than agreed (negative deviation), the Carrier shall charge the full freight for the carriage of the entire quantity of the ordered freight.

Positive deviations

If the Carrier is loaded with more freight (e.g. greater volume, greater weight, more pallets, etc.) than agreed (positive deviation), the Customer shall inform the Carrier thereof in writing in good time. The Carrier may refuse to carry the larger quantity of the ordered freight.

V primeru, da prevoznik sprejme v prevoz večjo količino tovara, se to zaračuna naročniku.

ODSTOPANJA ZARADI SMERNIC HACCP ALI MOČNIH VONJAV ALI NARAVE TOVORA

V kolikor zaradi smernic HACCP ali po oceni prevoznika, močnih vonjav tovara ali same narave tovara le tega iz katerihkoli razlogov (npr. varnostnih, higienskih ipd.) ni mogoče prevažati skupaj z drugim tovorom, prevoznik zaračuna voznino kot znaša za polno vozilo takšnega tovara, ne glede na količino, težo, prostornino, itd. tovara, prav tako pa zaračuna strošek potrebnega čiščenja vozila.

V navedenem primeru lahko prevoznik tudi v celoti ali delno zavrne prevoz tovara ali brez odpovednega roka odstopi od pogodbe o prevozu, pri čemer ne nosi nobenih posledic.

TOVOR, KI JE PREDMET CARINSKEGA NADZORA

Naročnik je dolžan preveriti potek carinjenja, prevozniku pravočasno dati navodila glede carinjenja in mu izročiti vso dokumentacijo potrebno za carinjenje in izvedbo carinskih postopkov. Naročnik zagotavlja, da bodo prevozniku izročeni vsi dokumenti potrebni za carinjenje tovara in prevoz tovara v/ali preko državnih mej ali carinskih območij in, da so le ti pravilni in popolni. Prevoznik ni dolžan preveriti pravilnosti in točnosti podatkov in dokumentov.

If the Carrier accepts the carriage of a larger quantity of goods, this will be charged to the Customer.

DEVIATIONS DUE TO HACCP GUIDELINES OR STRONG ODOURS OR THE NATURE OF THE FREIGHT

If the cargo cannot be transported together with other cargo for any reason (e.g., safety, hygiene, etc.) due to HACCP Guidelines or, in the Carrier's opinion, due to strong odours of the cargo or the nature of the cargo itself, the Carrier will charge the fare for a full vehicle for that cargo, regardless of the quantity, weight, volume, etc. of the cargo, and will also charge for any necessary cleaning of the vehicle.

In this case, the Carrier may also refuse to carry the cargo in whole or in part or withdraw from the Freight Carriage Contract without a period of notice, without this entailing any consequences for him.

FREIGHT SUBJECT TO CUSTOMS MONITORING

Customer shall monitor the progress of customs clearance, give timely instructions to the Carrier regarding customs clearance and hand over to the Carrier all documents necessary for customs clearance and the performance of customs procedures. The Customer shall ensure that all documents required for the cargo's clearance and the cargo's carriage to/across national borders or customs territories are handed over to the Carrier and that they are correct and complete. The Carrier is not obliged to verify the correctness and accuracy of the

<p>Vsi stroški carine in carinjenja nikoli ne bremenijo prevoznika.</p> <p>Prevoznik je prost vsakršne odgovornosti, če mu naročnik ali pošiljatelj ni izročil vseh pravih ali popolnih dokumentov ali informacij potrebnih za carinjenje tovora, če nima jasnih navodil za izvedbo carinskega postopka, ali če naročnik ali pošiljatelj ni izpolnil carinskih obveznosti, lahko pa zahteva od naročnika povračilo škode, ki mu zaradi tega nastane.</p> <p>V primeru čakanja vozila zaradi postopkov carinjenja, bremeni čas čakanja naročnika. Čas čakanja beleži prevoznik in velja neizpodbitna domneva, da je tako zabeležen čas pravih.</p> <p>V primeru, da carinjenje iz kakršnihkoli razlogov na strani pošiljatelja, naročnika, višje sile, ukrepov državnih organov, prometnih zastojev, prometne nesreče, ne more biti izvedeno oz. pride zaradi tega do zamude, prevoznik za to ne nosi nobene odgovornosti.</p>	<p>information and documents. All customs and clearance charges shall never be borne by the Carrier.</p> <p>The carrier shall be relieved of all liability if the Customer or the Consignor has not provided him with all the documents or information required for the cargo clearance of the goods correctly or completely, if he has no clear instructions on how to carry out the customs procedure or if the Customer or the Consignor fails to fulfil his obligations under customs law; he may, however, claim reimbursement from the Customer for any loss or damage suffered by the Carrier as a result.</p> <p>If the vehicle is held up for customs clearance, the Customer shall be liable for the waiting time. The Carrier shall record the waiting time, and it shall be irrefutably presumed that the recorded time is correct.</p> <p>If customs clearance cannot be carried out or is delayed for any reason whatsoever on the part of the Consignor, the Customer, force majeure, action by governmental authorities, traffic congestion, or traffic accidents, the Carrier shall not be liable for such delay.</p>
<p>PREVOZNA POT</p> <p>Pravica do izbire prevozne poti je izključno na prevozniku, razen če ta ni med naročnikom in prevoznikom izrecno dogovorjeno.</p>	<p>CARRIAGE ROUTE</p> <p>The right to choose the carriage route shall be vested exclusively in the Carrier unless expressly agreed between the Customer and the Carrier.</p>
<p>VOZNINA</p> <p>Prevoznik zaračuna voznino skladno s sklenjeno pogodbo o prevozu tovora.</p>	<p>CARRIAGE FEE CHARGE</p> <p>Carrier shall charge a fee in accordance with the Freight Carriage Contract.</p>

Prevoznik izstavlja naročniku račune za vsak opravljen prevoz posebej.

Naročnik mora plačati voznino v roku 30 dni od dneva prejema računa za opravljen prevoz. V kolikor naročnik računa ne zavrne v roku 8 dni, velja neizpodbitna domneva, da je račun nesporen.

V kolikor se v času od sklenitve pogodbe o prevozu tovora do razkladanja tovora zvišajo cene goriva ali drugih stroškov, ki so ali nastanejo v zvezi s prevozom (kot npr. cestnine, parkirnine, dajatve, registracija, zavarovanje, vzdrževanje vozil, gum...) za več kot 2%, sme prevoznik zahtevati zvišanje voznine za znesek zvišanja goriva ali drugega posameznega stroška nad 2%. Zahtevo za zvišanje voznine pošlje prevoznik naročniku in veljajo od dneva oddaje zahteve dalje zvišane cene.

NEZMOŽNOST RAZKLADANJA TOVORA

Če prejemnik noče sprejeti tovora, ali če prejemnika ni mogoče najti, mora prevoznik zahtevati navodilo od naročnika.

Če prevoznik ne dobi navodil iz prejšnjega odstavka te točke ali ne more izročiti tovora, lahko v imenu in na stroške ter nevarnost naročnika in pošiljatelja: (1) tovor razloži in odda v hrambo javnemu skladišču ali drugi primerni osebi ali ga sam hrani in nato proda, če pošiljatelj, naročnik ali prejemnik v 30 dneh od dneva, ko je bil tovor izročen v hrambo, tega ne prevzame; (2) tovor takoj proda, če se kvari ali če

Carrier shall invoice the Customer separately for each carriage performed.

Customer shall pay the carriage fee within 30 days of receipt of the invoice for the carriage performed. If the Customer does not reject the invoice within 8 days, it shall be irrefutably presumed that the invoice is undisputed.

If between the conclusion of the Freight Carriage Contract and the unloading of the freight, the price of fuel or other costs incurred or to be incurred in connection with the carriage (such as tolls, parking charges, taxes, registration, insurance, maintenance of vehicles, tyres, etc.) increases by more than 2%, the Carrier may request an increase in the carriage fee by the amount of the increase in fuel or other individual costs exceeding 2%. The Carrier shall send the request for the fee increase to the Customer, and the increased fares shall apply from the date of the request.

INABILITY TO UNLOAD FREIGHT

If the Consignee refuses to accept the freight, or if the Consignee cannot be found, the Carrier must seek the Customer's instructions.

If the Carrier is unable to obtain the instructions referred to in the preceding paragraph of this clause or to deliver the cargo, the Carrier may, on behalf of and at the risk and expense of the Customer and the Consignor: (1) unload the cargo and deliver it to a public warehouse or another suitable person for safekeeping, or keep it himself and then sell it if the Consignor, the Customer or the Consignee does not take possession of it within 30 days after the day on which it was delivered; for safekeeping; (2) sell the

grozi neposredna nevarnost, da se pokvari, ali če stroški hrambe niso v sorazmerju z njegovo vrednostjo.

Prevoznik bo o izročitvi tovora v hrambo in prodaji obvestil naročnika.

Iz kupnine za prodani tovor bo prevoznik odbil in poplačal svoje terjatve iz naslova voznine in stroškov za hrambo in prodajo tovora, preostanek kupnine pa bo nakazal osebi, ki jo določi naročnik.

OBVEŠČANJE

Pošiljatelj in prevoznik sta se dolžna sprti medsebojno obveščati o kakršnikoli okoliščinah, ki bi lahko vplivale na pravilno ali pravočasno izvedbo prevoza in si posredovati navodila, kako ravnati.

IZKLJUČITEV ODGOVORNOSTI PREVOZNIKA

Poleg primerov, ki jih urejajo ti splošni pogoji in veljavna zakonodaja, je prevoznik prost odgovornosti za popolno ali delno izgubo tovora, poškodbe tovora/embalaže kot tudi za kakršnokoli zamudo pri nakladanju/razkladanju in izvedbi prevoza tudi v sledečih primerih:

- nastop nepričakovanih ali nepredvidljivih okoliščin oz. dejavnikov, ki ovirajo ali onemogočajo pravočasno ali pravilno izpolnitev obveznosti prevoznika;
- če je nepravilna ali nepravočasna izpolnitev pogodbene obveznosti prevoznika

cargo immediately if it deteriorates or there is an imminent risk that it will deteriorate or if the cost of storage is disproportionate to its value.

Carrier will notify the Customer of the delivery of the cargo for storage and the sale.

Carrier will deduct from the purchase price for the freight sold his claims for the carriage fee and the costs of storing and selling the freight and will pay the balance of the purchase price to a person designated by the Customer.

NOTICES

Consignor and the Carrier are obliged to inform each other of any circumstances that may affect the carriage's proper or timely performance and give each other instructions for further action.

EXCLUSION OF CARRIER'S LIABILITY

In addition to the cases covered by these General Terms and Conditions and applicable legislation, the Carrier shall be exempt from liability for total or partial loss of the cargo, damage to the cargo/packaging, and delays in loading, unloading, and performance of the carriage in the following cases:

- the occurrence of unexpected or unforeseeable circumstances or factors that impede or prevent the timely or proper performance of the Carrier's obligations;
- where the failure to perform the Carrier's contractual obligation in a proper or timely manner is due to any of the following: Non-

posledica: neizpolnitve pogodbene obveznosti s strani tretje osebe, pošiljatelja, prejemnika; stavke; prometnih zastojev; prometnih nesreč; vremenskih razmer; vojne; terorističnih dejanj; ukrepov državnih, regionalnih, občinskih organov; carinskih postopkov; višje sile; epidemije ipd.

Naročnik, ki ni hkrati pošiljatelj, prevozniku solidarno s pošiljateljem odgovarja za vse stroške ali škodo, ki jo pošiljatelj povzroči s svojimi ravnanji tretji osebi ali prevozniku z ravnanji, ki delno ali v celoti ali pravočasno onemogočijo izpolnitev pogodbe o prevozu tovora. Enako naročnik odgovarja prevozniku solidarno za takšna ravnanja prejemnika.

ODSTOP OD POGODBE

Poleg primerov, ki jih urejajo ti splošni pogoji, lahko prevoznik brez odpovednega roka odstopi od pogodbe o prevozu tovora in je prost vsakršne odgovornosti tudi v sledečih primerih:

- če se pojavijo utemeljeni razlogi, da pošiljatelj/naročnik ali prejemnik svojih obveznosti ne bo izpolnil;
- če je prevoznik zahteval položitev varščine ali zavarovanja, pa ga ni prejel;
- če se je nad pošiljateljem/naročnikom začel postopek zaradi insolventnosti;
- če pošiljatelj/naročnik prevozniku že zamuja s kakršnimikoli plačili, ki izvirajo iz njunega medsebojnega razmerja, za več kot 30 dni.

fulfilment of the contractual obligation by a third party, Consignor, Consignee; strike; traffic congestion; traffic jams; traffic accidents; weather conditions; war; acts of terrorism; measures taken by national, regional or local authorities; customs procedures; force majeure; epidemic, etc.

Customer, other than the Consignor, shall be jointly and severally liable with the Consignor to the Carrier for all costs or damage caused by the Consignor to a third party or the Carrier as a result of acts which make it impossible to perform the Freight Carriage Contract in whole or in part or in time. Likewise, the Customer is jointly and severally liable to the Carrier for such acts of the Consignee.

WITHDRAWAL FROM THE CONTRACT

In addition to the cases mentioned in these General Terms and Conditions, the Carrier may withdraw from the Freight Carriage Contract without notice and shall be relieved of all liability in the following cases:

- if there is reasonable cause to believe that the Consignor/Customer or the consignee will not fulfil his obligations;
- if the Carrier has requested the provision of security or insurance and has not received it;
- if the Consignor/Consignee is the subject of insolvency proceedings;
- if the Consignor/Consignee is already more than 30 days in arrears with payments due to the Carrier arising from the mutual relationship.

<p>REKLAMACIJE</p> <p>Ob razkladanju tovora je prejemnik zavezan tovor nemudoma pregledati in takoj javiti prevozniku morebitne vidne poškodbe tovora/embalaže, količinski manko tovora, zamude ter navedeno vpisati v CMR, sicer se šteje, da je tovor izročen pravočasno, v redu in brez napak.</p> <p>Za terjatve, ki bi nastale iz naslova reklamacij, je izključen pobot s terjatvami prevoznika iz naslova pogodbe o prevozu tovora.</p> <p>VELJAVNO PRAVO</p> <p>V primeru spora, ki nastane ali je v zvezi s pogodbo o prevozu tovora ali temi splošnimi pogoji, se uporablja pravo Republike Slovenije, v primeru mednarodnih prevozov pa določila CMR in pravo Republike Slovenije.</p> <p>REŠEVANJE SPOROV</p> <p>Za reševanje sporov, ki nastanejo ali so v zvezi s pogodbo o prevozu tovora ali temi splošnimi pogoji, je pristojno sodišče Republike Slovenije s sedežem v Celju.</p> <p>V primeru spora se uporablja slovensko besedilo teh splošnih pogojev.</p> <p>ZASTAVNA PRAVICA PREVOZNIKA</p>	<p>COMPLAINTS</p> <p>Consignee is obliged to inspect the cargo immediately upon unloading and to notify the Carrier immediately of any visible damage to the cargo/packaging, missing cargo quantities, or delays and to enter them in the CMR; otherwise, the cargo shall be deemed to have been delivered on time, in good condition and without defects.</p> <p>Claims arising from complaints cannot be offset against the Carrier's claims arising from the Freight Carriage Contract.</p> <p>GOVERNING LAW</p> <p>In the event of any dispute arising out of or in connection with the Freight Carriage Contract or these General Terms and Conditions, the law of the Republic of Slovenia shall apply and, in the case of international carriage, the provisions of the CMR and the law of the Republic of Slovenia shall apply.</p> <p>SETTLEMENT OF DISPUTES</p> <p>The court of the Republic of Slovenia with its seat in Celje shall have jurisdiction to settle any dispute arising out of or in connection with the Freight Carriage Contract or these General Conditions of Carriage.</p> <p>In the event of a dispute, the Slovenian text of these General Conditions of Carriage shall prevail.</p> <p>CARRIER'S LIEN</p>
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Za zavarovanje svojih terjatev iz pogodbe o prevozu tovora, ima prevoznik na tovoru, ki ga je prevzel za prevoz, zastavno pravico.

Pravico iz prejšnjega odstavka ima prevoznik tudi za zapadle terjatve iz predhodnih pogodb o prevozu tovora, kolikor gre za istega zavezanca za plačilo voznine oziroma istega pošiljatelja/naročnika.

V Celju dne 1.5.2022

FRIGOTRANSPORT PIŠEK&HSF, logistika,
prevozi, trgovina in storitve, d.o.o.

 direktor Peter Pišek

In order to secure his claims under the Freight Carriage Contract, the Carrier shall have a lien on the goods accepted for carriage.

The right referred to in the preceding paragraph shall also apply to claims due under previous Freight Carriage Contracts if they concern the carriage payable by the same Consignor/Customer.

In Celje, on 1 May 2022

FRIGOTRANSPORT PIŠEK&HSF, logistika, prevozi, trgovina
in storitve, d.o.o.

 Peter Pišek, Director