

Pursuant to Article 3 of the Act on Agreements on Transport in Railway Traffic (Official Gazette no. 87/96) and Articles 25 and 28 of the Article of Association of the company ENNA TRANSPORT d.o.o. Ulica Kneza Branimira 22, Zagreb, company registration number (MBS): 080792080, PIN (OIB): 87583888894 (hereinafter: ENNA TRANSPORT), on 9 April 2019 the Management Board of ENNA TRANSPORT adopted the following:

**GENERAL CONDITIONS OF TRANSPORT
IN NATIONAL AND INTERNATIONAL RAIL TRANSPORT**
(hereinafter: General Terms of Transport)

Article 1

INTRODUCTION

These General Terms of Transport regulate relations between ENNA TRANSPORT, as the carrier (hereinafter: the Carrier) and transport users (senders) when transporting cargo in national and international rail transport, if not otherwise regulated by an agreement.

Article 2

DEFINITIONS

National transport refers to cargo transport from a departure station to a destination station in the Republic of Croatia on a transport route which does not pass through the territory of other countries.

International transport refers to cargo transport from the Republic of Croatia to other countries, from other countries to the Republic of Croatia, and transit from other countries through the Republic of Croatia to other countries, regardless of whether transport is carried out exclusively by trains, or partially by trains and partially by some other means of transport. International transport is also transport of parcels from the Republic of Croatia with an international waybill in transit through other countries to the Republic of Croatia, unless otherwise agreed upon with the railways of other countries.

The Agreement on Terms of Cargo Transport by Rail, approved tariff or a quote (hereinafter: the Transport Agreement) is the agreement concluded between the Transport User and the Carrier for the purposes of cargo transport (using transport units) by rail, whereby the parties define commercial and financial terms of rail transport.

A parcel is one or more types of goods loaded into one railroad car or several railroad cars transported based on one waybill.

The parties use the Transport Agreement to stipulate commercial terms of transport, which contains all relevant terms (scope of application, goods, price, calculation and payment, waybill obligations, period of application and other provisions) arising from the Transport Agreement relating to the specific transport. The tariff is approved only at written request of the Transport User and after written acceptance of a quote. The Transport User shall submit a request for tariff approval in accordance with the form defined by the Carrier, which shall be sent the Transport User at their request. The Carrier reserves the right to unilaterally change prices even while the approved tariff is applicable if the price of electricity increases by more than 10% (ten percent).

Article 3

OBLIGATIONS FROM THE TRANSPORT AGREEMENT

Pursuant to the Transport Agreement, the Carrier shall transport transport units:

- if the Transport User fulfilled corresponding transport-related provisions
- if transport was not prevented by circumstances which the Carrier could not prevent and/or rectify
- if the Carrier may perform transport with the personnel and regular means of transport which meet the regular transport needs
- if the departure and destination stations have the required facilities for loading, reloading and unloading of cargo, except in cases of transport without loading, reloading and unloading.

In the event of irregularities in cargo transport, the Carrier shall provide information to the Transport User or the Transport User's representative.

The Carrier may fully or partially stop accepting or transporting parcels from certain stations and routes for justified reasons.

Pursuant to the Transport Agreement, the Transport User shall:

- ensure the agreed transport quantities,
- fulfil corresponding transport-related provisions,
- pay the agreed price to the Carrier.

If the Transport Agreement is not performed within its term, the Carrier shall have the right to charge the Transport User with EUR 150.00 for international carriage and HRK 1,200.00 for national carriage. The same applies to cases where less than 500 tonnes have been transported under a Transport Agreement stipulating over 1000 tonnes net.

In case a waybill contains incorrect or insufficient information, in particular incorrect or missing transport agreement reference number, when providing instructions on the statement of account to be made for the carriage costs in accordance with such a waybill, EUR 10 charge is permitted per train car, and as appropriate per waybill, parcel, or instruction for the statement of account. This measure applies to all Transport Users. Resolution on additional invoicing shall be made by the Company Director.

Article 4

CONCLUSION AND COMING INTO FORCE OF THE TRANSPORT AGREEMENT

The Carrier and the Transport User shall conclude the Transport Agreement by signing it. By signing the Transport Agreement, the Transport User accepts the provisions of these General Terms of Transport.

By concluding the Transport Agreement, the Carrier agrees to transport a parcel, and the Transport User shall pay the Carrier the agreed transport fee for said transport.

The Transport Agreement comes into force on the day of its signing, or when the Carrier takes the cargo with a transport waybill.

The Carrier may not accept an item for transport if transport of such item is prohibited by law or other regulations.

Article 5

TERMINATION OF THE TRANSPORT AGREEMENT

The Transport Agreement between the Carrier and the Transport User shall end upon its execution or expiry of the Agreement term. The Transport Agreement may end by its termination due to the non-fulfilment of the contractual obligations by the Carrier and/or the Transport User.

Each party of the Transport Agreement has the right to terminate the Transport Agreement unilaterally by providing a written explanation on the termination in the event that the counterparty breaches the provisions of the Transport Agreement and in the event that the counterparty does not meet their obligations arising from the Transport Agreement, and if such breach is not rectified within an additional deadline of 8 (in letters: eight) days beginning from the receipt of a written notice from the party adhering to the Transport Agreement.

The notice of termination shall be delivered to the counterparty either directly or by registered mail with a return receipt sent through an authorized postal service provider to the address of their registered office, with required notice period of 30 (thirty) days from the date of receipt of the notice of termination.

The Carrier may at any time, regardless of paragraph 2 of this Article, unilaterally terminate the Transport Agreement with immediate effect, without a notice period and without providing a reason or providing an additional deadline for fulfilment, if the Transport User:

- becomes insolvent and/or does not settle its accounts receivable by their due date or its business accounts are blocked;
- loses the status of a legal person; initiates the asset sale procedure or liquidation and/or stops doing business;
- loses the right to use its assets, initiates the procedure of pre-bankruptcy settlement, a procedure to establish the existence of conditions for initiation of

bankruptcy proceedings is initiated against them, or if bankruptcy proceedings against them are open before a competent court.

- due to force majeure cannot fulfil the obligations arising from this Agreement, and a force majeure event lasts more than 5 (in letters: five) workdays;
- materially breaches the obligations from the Agreement thus causing significant damage or potential damage to the Carrier.

These General Terms of Transport include the possibility of termination of the Transport Agreement by mutual consent, without having to adhere to the notice period referred to in paragraph 3 of this Article.

The Transport User agrees that if the Carrier unilaterally terminates the Transport Agreement, the Transport User shall not hold the Carrier accountable or claim damages against the Carrier for, for example, loss of profit or breach of personality rights, or for any other accidental, indirect, special or consequential losses and/or damage which may potentially arise from or in connection with the Transport Agreement.

Article 6

WAYBILL

For every parcel, the Transport User shall submit a waybill to the Carrier. A waybill is filled out in five copies.

A separate waybill shall be submitted for every parcel, except when dealing with items which, due to their dimensions, have to be loaded in several railroad cars, or if otherwise agreed.

The Transport User shall be responsible for accuracy of the data and statements entered in the waybill and also for accuracy of the data and statements entered by the Carrier at their request.

Article 7

PAYMENT OF TRANSPORT COSTS

The transport costs (a transport fee, an addition to the transport fee, a special service fee, etc.) and other costs which arise during transport shall be borne by the Transport User in accordance with the concluded Transport Agreement.

Article 8

INSPECTION OF THE PARCEL CONTENT AND WEIGHT

When accepting items for transport, the Carrier has the right to check whether the parcel matches the data on the waybill and whether special conditions have been met for transport of said item. The Carrier may check the weight and content of a parcel at any station if required by traffic, customs or other regulations.

If the weight cannot be checked at the departure station, it shall be checked at the first appropriate station on the route.

Article 9

AMENDMENTS TO THE TRANSPORT AGREEMENT

In addition to the compensation of costs, the Transport User has the right to amend the Transport Agreement and request the following:

- to stop the transport of an item along the route,
- to postpone the delivery of an item,
- to deliver an item to another recipient,
- to deliver an item at some other destination station,
- to return an item to the departure station,
- to have the recipient pay the amount indicated as amount which needs to be paid, and not them.

A request to amend the Transport Agreement and a confirmation of receipt of the request shall be in written form.

The Carrier may refuse to amend the Transport Agreement:

- if at the time of receipt of the request at the station which would have to make the amendment, the amendment can no longer be made,
- if the amendment to the Agreement would cause traffic disturbances,
- if the amendment to the Agreement is contrary to the customs or other regulations,
- if in the event of changing the destination station the value of the item would not cover the cost of transport to the new destination station, unless such costs are covered immediately, or a warranty is provided.

Article 10

TRANSPORT OF DANGEROUS SUBSTANCES

Dangerous substances are goods, cargo, substances, material and items which, according to the provisions of Article 3 of the Act on Transport of Dangerous Goods, are divided into: explosive substances, gases, flammable liquids, flammable solids, spontaneously combustible substances, substances which release flammable gases in contact with water, oxidizing substances, organic peroxides, poisons, infectious substances, radioactive substances, corrosive substances and other dangerous substances. Dangerous substances are also waste, preparations, radioactive and nuclear material if they fulfil the conditions for classification into dangerous substances in terms of the provisions of the agreement referred to in Article 3 of the Act on Transport of Dangerous Goods.

Dangerous substances transported under the conditions from the Regulation concerning the International Carriage of Dangerous Goods by Rail (RID) and the Act on Transport of Dangerous Goods may be accepted for transport only if those conditions are met. For any parcel containing explosive, radioactive or nuclear materials the Transport User shall submit the approval for transport in addition to a waybill, and the approval for transport shall be issued by competent state bodies referred to in the Act on Transport of Dangerous Goods. The Transport User shall

obtain markings and hazard signs prescribed by the Regulation concerning the International Carriage of Dangerous Goods by Rail (RID) and place them on the railroad car. When different dangerous substances are loaded together, then the Transport User has to take into consideration the regulations from the Regulation concerning the International Carriage of Dangerous Goods by Rail (RID).

Article 11

PAYMENT TERMS

Transport services shall be calculated centrally, and the method of calculation of transport services for individual cases shall be governed by the Transport Agreement. Transport services shall be paid based on invoices issued by the Carrier, and the obligations shall be settled according to the priority of their maturity.

The Transport User shall pay for transport services in the currency indicated on the invoice issued by the Carrier. When making a payment, the Transport User shall indicate the purpose of payment, the reference number, the invoice number and the date.

Any potential currency conversion, either at the calculation or during the payment process, shall be carried out according to the current exchange rate of the Croatian National Bank.

The Transport User shall make the payments towards the Carrier within 10 (ten) days from the date of invoicing, unless otherwise agreed upon in the Transport Agreement.

If the Transport User owes interest and costs in addition to the principal, payment shall be made in the following order: costs, then interest, and finally principal.

Article 12

If the Transport User fails to settle their claims within the agreed terms of payment in accordance with the Transport Agreement, the Carrier has the right to add interest to overdue receivables in HRK or in foreign currency in the amount of legal default interest rate, and for every unsettled invoice has the right to charge the Transport User a special fee for costs caused by delaying the settlement of the financial claim in accordance with the provisions of Article 13 of the Financial Operations and Pre-bankruptcy Settlement Act (Official Gazette nos.: 108/12, 144/12, 81/13, 112/13, 71/15 and 78/15).

Article 13

If the Carrier and the Transport User agree to such an obligation in the Transport Agreement, on the day of signing the Transport Agreement the Carrier shall provide the Carrier with the agreed payment security instruments in accordance with the provisions of the Law on Enforcement, in order to ensure the fulfilment of their obligations under the Transport Agreement, and with which they shall give consent to the Carrier to collect due and unpaid claims arising from or in connection with the Transport Agreement by confiscating all of their kuna and foreign currency accounts with legal persons engaged in payment business activities, and to transfer the

confiscated assets from these accounts directly to the transaction account of the Carrier without further question or approval.

If the Transport User does not immediately provide the Carrier with the agreed security instruments from the Transport Agreement, it shall be considered that the Transport Agreement was never concluded and it shall not have legal effects between the parties.

If the Transport User has duly fulfilled all their obligations under the Transport Agreement towards the Carrier, the Carrier shall, upon receiving a written request from the Transport User, return the agreed security instruments from the Transport Agreement to the Transport User after the termination of the Transport Agreement for whatever reason.

Article 14

In the event of non-payment of an invoice issued to the Transport User for the performed transport services, the Carrier shall, by means of a written notice addressed to the Transport User by registered mail with a return receipt sent through an authorized postal service provider, invite the Transport User to settle their arrears towards the Carrier within an additional deadline of 7 (seven) days.

If the Transport User fails to settle his arrears towards the Carrier within the additional deadline for fulfilment referred to in paragraph 1 of this Article, the Carrier shall have the right to activate the payment security instruments without special notice.

In the event of activating payment security instruments from the Transport Agreement by the Carrier, the Transport User shall, upon the first written invitation from the Carrier, issue new payment security instruments of at least the same amount as the previous security instruments activated by the Carrier for the purpose of collecting his due claims towards the Transport User according to the Transport Agreement.

If the Transport User fails to duly fulfil their obligation from the previous paragraph of this Article no later than five (5) days from the date of receipt of the written invitation from the Carrier, the Carrier may unilaterally terminate the Transport Agreement without further notice and/or postponement, with the obligation of the Transport User to compensate the Carrier for any possible damage caused by such a termination.

In the event of an agreement between the Carrier and the Transport User concerning: (i) the conclusion of a new Agreement on Terms of Cargo Transport by Rail after the expiry of the Transport Agreement, or (ii) the extension of the Transport Agreement by concluding an Annex, the Transport User shall settle all of their due outstanding obligations towards the Carrier to date (costs, interest, principal, special fees, etc.).

Article 15

RESPONSIBILITY OF THE CARRIER

The Carrier who takes the cargo for transport with a waybill shall be responsible for providing transport on the transport route until the cargo is delivered to the recipient or another carrier. The Carrier shall be liable for damages caused during transport due to complete or partial loss or damage of the cargo.

Article 16

The Carrier shall be liable for damages caused by the loss or damage to the cargo, unless they prove that the damage was caused by the acts or omissions of the Transport User, properties of the cargo, or other causes that could not be foreseen, avoided or removed.

Article 17

The Carrier shall be exempt from liability if loss or damage of the cargo is due to specific risks related to one or more of the following circumstances:

- transport in an open railroad car on the basis of existing regulations or an agreement with the Transport User and the stated on the waybill,
- if the cargo is not packed or insufficiently packed and is therefore exposed to loss or damage based on its properties,
- improper loading and unloading of the cargo, loading or unloading carried out by the Transport User or the recipient on the basis of existing regulations or the agreement concluded with the Transport User or the recipient,
- properties of the cargo which make it particularly prone to complete or partial loss or damage due to breakage, rust, rotting, cold, heat, leakage, drying, spillage, etc.
- cargo excluded from transport or cargo for transport under special conditions was provided for transport with improper, inaccurate or incomplete designation or the Transport User did not take precautionary measures prescribed for the cargo received for transport under special conditions,
- special risks to which live animals are exposed during transport,
- transport of live animals or other cargo which must be carried out with an escort of the Transport User stated on the waybill, if the loss or damage arises because the escort failed to remove the risk associated with the transport of said cargo.

Article 18

COMPLAINTS

The Transport User has the right to file a complaint to the Carrier only in written form under the Transport Agreement.

In addition to a written complaint, the Transport User shall deliver corresponding documents which are the basis of their request.

If the Carrier does not accept the Transport User's request from their written complaint within 15 (fifteen) days from the date of filing of the complaint by the Transport User, the Transport User has the right to initiate court proceedings before a competent court.

In the event that the Transport User initiates court proceedings against the Carrier without previously delivering the complaint and documents to the Carrier in the manner described in the previous paragraph of this Article or before the expiry of 15 (fifteen) days from the date of delivering such complaint to the Carrier, the claim initiated by the Transport User shall be deemed to be premature.

In the event of any complaint in relation to an invoice issued by the Carrier or the calculation of specified transport services, the Transport User shall settle the received Carrier's invoice in its entirety, and forward the complaint with an explanation and documents within the legal deadline to the Carrier's registered office.

For avoidance of doubt, the Transport User shall, regardless of any complaints in relation to the received invoice issued by the Carrier, whether with regard to the whole invoice or only some of its parts, settle the entire invoice by due date, and thus any potential complaint by the Transport User regarding the received invoice issued by the Carrier shall not postpone the Transport User's obligation to pay said invoice by the indicated due date.

If it is proven that the Transport User's complaint was justified, the difference shall be evened out through subsequent calculations, or by credit note.

Article 19

The right towards the Carrier arising from the Transport Agreement shall cease when the holder of the right receives the parcel. Exceptionally, the right to claims shall not cease if they are in accordance with the provisions of Article 72 of the Act on Agreements on Transport in Railway Traffic.

Article 20

RIGHT OF RETENTION AND COLLATERAL

For the purpose of securing the collection of its accounts receivable from the Transport User, the Carrier has the right to retain the goods of the Transport User provided for transport until the Transport User settles their accounts receivable.

For the purpose of securing the collection of its accounts receivable (current and past) from the Transport User, the Carrier has the right to use items delivered for transport as collateral as long as they are in the possession of the Carrier or while the Carrier holds the document based on which they can dispose of said items.

When, based on the Transport User's order, the goods are made available to third parties or have to be handed over to a third party, the Carrier can use its collateral right for claims against third parties only if the claim refers to the goods held by the Carrier on said ground.

Article 21

PRESCRIPTION OF CLAIMS

The period for prescription of claims from the Transport Agreement shall be as follows:

- claims based on an overpaid or underpaid transport fee, a special service fee, a railroad car loading deadline fee, a railroad car lease, an addition to the transport fee and other costs - one year,
- all other claims - one year.

Article 22

DELIVERY OF NOTIFICATIONS

Any declaration of will (notifications, letters, requests, responses, statements, etc.) between the Carrier and the Transport User from the Transport Agreement shall be in the Croatian language, in written form, and duly signed by the sender or an authorized proxy with a power of attorney attached.

The delivery shall be carried out by registered mail with a certificate of receipt (a return receipt or a certificate of receipt in accordance with the rules of the selected authorized postal service provider) sent through an authorized postal service provider to the address of the recipient's registered office.

The delivery shall be deemed to have been effected on the date when the recipient signs a return receipt or a certificate of receipt of the authorized postal service provider.

If the recipient does not sign a return receipt or a certificate of receipt, the delivery shall be deemed to have been effected on the date when the sender delivered the notification to the selected authorized postal service provider addressed to the party to the Transport Agreement, or if the notification cannot be delivered to that address, to the address of the registered office of the recipient registered in the competent court register on the date when the notification is sent.

It shall be deemed that communication between the Carrier and the Transport User, referring to matters of operative implementation of the Transport Agreement, is valid if it is carried out by email.

For avoidance of doubt, it shall be deemed that an email was delivered upon expiry of 24 (twenty four) hours from the time/date when the sender sent an email to the addressee. If the expiry of 24 (twenty four) hours is on a non-working day (Saturday, Sunday, state holidays), it shall be deemed that an email was delivered on the first next workday. If the sender of an email containing a call for any action, tolerance or omission of the addressee does not respond to said email to the addressee within 3 (three) days counting from the expiry of 24 (twenty four) hours from the time/date when the sender sent the email to the addressee, the sender shall send a relevant message to the addressee in the manner described in paragraph 2 of this Article.

Article 23

CONFIDENTIALITY

During the term of the Transport Agreement, all data which the Carrier and the Transport User exchange, learn, or discover in any way, including, but not limited to: (i) any kind of order, instruction, announcement, material and information, both written and oral, regardless of the media containing them and whether they are protected by intellectual property rights or not, (ii) any data on internal structure of the parties, their organisation and business, and (iii) any data on the existence of the Transport Agreement and its content, are deemed to be confidential data which are a trade secret.(hereinafter: "Confidential Information").

Neither party shall disclose Confidential Information to any third parties without a prior written consent of the counterparty. Third persons are persons which are not the Carrier, the Transport User or their employees, only in the extent in which disclosing of Confidential Information to such employees is required for the performance of the obligations under the Transport Agreement.

If during the term of the Transport Agreement a party, as the recipient of Confidential Information, due to the application of compulsory obligations has to disclose Confidential Information to competent authorities in judicial, administrative or other proceedings, the party-recipient shall immediately notify the counterparty in written form of a formal request to disclose Confidential Information, so the counter party could take legal action to protect the confidentiality of Confidential Information in those proceedings.

Parties to the Transport Agreement may disclose Confidential Information to their affiliates provided that affiliates assume the obligation of keeping the confidentiality of such data in the same extent as the parties have assumed based on the Transport Agreement.

The obligation to keep the confidentiality referred to in this Article is arranged for a period of 5 years after the termination of the Transport Agreement on any ground.

Article 24

PERSONAL DATA PROTECTION

If the Carrier and the Transport User exchange and process any personal data in relation to the Transport Agreement on behalf of or by order of the counterparty, such processing shall be carried out only for the performance of the Transport Agreement and shall always be in accordance with the applicable regulations on personal data protection.

The Carrier and the Transport User shall not disclose or allow disclosure of any personal data to any third party, without a prior written consent, except in the case of disclosure due to legal obligations.

The Carrier and the Transport User are individually responsible for adherence to the regulations on personal data protection.

In the event of termination of the Transport Agreement for any reason, the Carrier and the Transport User shall immediately cease to use personal data which they have acquired during the Transport Agreement and take actions to urgently and safely delete said data.

Article 25

FORCE MAJEURE

The Carrier or the Transport User shall not be responsible for non-performance of obligations from the Transport Agreement if the non-performance was caused or is the result of force majeure or an event beyond their control and independent of their will, which directly affects the performance of the obligations and whose occurrence is not a consequence of the Carrier's or the Transport User's negligence, and which could not be foreseen and/or avoided.

In case of a force majeure event, the Carrier and the Transport User shall make every effort to fulfil their obligations from the Transport Agreement, and shall immediately, but no later than 3 (in letters: three) days, notify each other in written form and stipulate which obligations cannot be fulfilled due to the occurrence of a force majeure event, indicating reasons and providing appropriate proof of force majeure and its possible duration.

In case of a force majeure event, or an event which neither party could anticipate and/or avoid, which is deemed to be a force majeure event, the deadlines defined in the Transport Agreement shall be prolonged on the basis of a mutual written agreement between the Carrier and the Transport User.

If the delay caused by force majeure continues for more than 5 (in letters: five) days, the Carrier and the Transport User have the right to unilaterally terminate the Transport Agreement in written form.

Article 26

DISPUTE RESOLUTION

In the event of a dispute, the Carrier and the Transport User may agree on the competence of the Permanent Arbitration Court (the Arbitral Tribunal) of the Croatian Chamber of Commerce and the application of Croatian laws as governing laws.

If the Carrier and the Transport User do not explicitly agree on the Permanent Arbitration Court referred to in paragraph 1 of this Article as the competent court in relation to the Transport Agreement, by accepting these General Terms of Transport disputes arising from the Transport Agreement shall be resolved by:

- in the event that both parties have a registered office in the Republic of Croatia, the competent court in the Republic of Croatia according to the Carrier's registered office;
- in the event that the Transport User has a registered office outside of the Republic of Croatia, the competent court defined in agreement between the parties, and in the event when the competent court is not agreed, the local court having subject matter jurisdiction according to the Carrier's registered office.

Article 27

FINAL PROVISIONS

The Carrier's General Terms of Transport of 1 April 2015, no. U-1-3/15, shall expire by adoption of these General Terms of Transport.

Transport Agreements concluded with the application of the General Terms of Transport of 1 April 2015, no: U-1-3/15, shall remain in force and shall be interpreted in line with said Terms.

These General Terms of Transport come into force and are applicable on the day of their adoption, and shall be published on the official website of the Carrier: www.transport.enna.hr.

The Carrier may change terms of the General Terms of Transport in accordance with its business policy and applicable legal regulations.

Provisions of the Act on Agreements on Transport in Railway Traffic, the Civil Obligations Act and other applicable legal regulations and bylaws shall apply to all relations from the Transport Agreement which are not regulated by these General Terms of Transport.

If a provision of the Transport Agreement becomes partially or entirely null and void, other provisions of the Transport Agreement shall remain in force and said shall not affect other provisions. In that case, the Transport Agreement shall remain valid, and the Carrier and the Transport User shall replace the null provision with a valid one which shall enable, in the greatest extent possible, the achievement of the objective which had to be achieved by the provision subsequently found to be null and void.

Any amendments to the Transport Agreement shall be in written form and signed by the Carrier and the Transport User.

The Carrier and the Transport User shall pay their own costs arising from negotiation, preparation, signing and delivery of the Transport Agreement.

The legal relationship established between the Carrier and the Transport User on the basis of the Transport Agreement is the relationship between independent parties, and in the performance of their obligations under the Transport Agreement the Carrier and and the Transport User act as independent entities, i.e. they are not authorised, without explicit instructions and a written consent of the counterparty, to represent one another, or in any way assume any rights and obligations in relation to third parties on behalf of and for the account of one another.

Both the Carrier and the Transport User shall not transfer the Transport Agreement, in its entirety or partially, without a written consent of the counterparty. The Carrier has the right to transfer the Transport Agreement to any affiliated carrier, as the acquirer of the entire or partial business referred to in the Transport Agreement, without a prior written consent of the Transport User, so the signature of the Transport User on the Transport Agreement acts as a prior consent for such transfer within the meaning of Article 127, par. 2 of the Civil Obligations Act.

The Transport Agreement represents true will and a complete agreement between the Carrier and the Transport User in relation to its subject matter. The Transport Agreement shall replace any prior agreements or arrangements between the Carrier and the Transport User in relation to its subject matter, regardless of whether they were concluded in writing or orally.

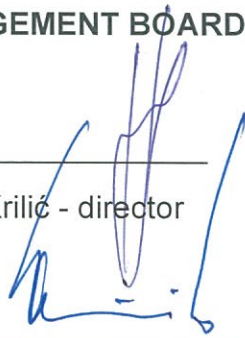
Ignoring, delaying or deferring any obligation arising from the Transport Agreement by the Carrier and/or the Transport User shall not be construed as a waiver of their rights, and no individual or partial exercise of any rights or remedies by either party under the Transport Agreement shall affect or limit the further exercise or enforcement of any such right or remedy.

Number: U-5-2/2019

In Zagreb, 9 April 2019

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