

General terms and conditions of carriage for road freight transport

Effective as of 1 July 2025

The General Terms and Conditions for Road Freight Transport of the Calcit Group govern and apply to all relationships between the Calcit Group – including Calcit d.o.o. and its affiliated companies, such as Calcit Lika d.o.o. and Calcit Zeeland B.V. – and subcontractors for the provision of transport services.

1. Applicability of General Terms and Conditions

- 1.1. These General Terms and Conditions apply from 1.7.2025 onwards and to all orders placed by Calcit d.o.o. and its affiliated companies, among others Calcit Lika d.o.o. in Calcit Zeeland B.V. (hereinafter "Calcit") with subcontractors for the provision of transport services, unless otherwise expressly agreed in writing. These General Terms and Conditions supplement the conditions specified in the relevant order. In the event of any conflict, the terms and conditions of the relevant order shall take precedence over these General Terms and Conditions.
- 1.2. The version of these General Terms and Conditions are published on the premises of Calcit Group and on website: <https://www.calcit.si/en/>
- 1.3. In any case, execution of the order by the subcontractor implies acceptance of these General Terms and Conditions.
- 1.4. Any contrary General Terms and Conditions of the contractor shall not form part of a contract, even if they are presented to Calcit prior to commencement of the business relationship and/or are included in orders and/or Calcit has not expressly objected to them.
- 1.5. These General Terms and Conditions shall also apply to any future deliveries by the contractor, even if no special reference is made to them when placing the order, and in particular to orders placed by word of mouth, telephone, unless there is a change or update published in the manner specified in point 1.2, in which case the newer version shall apply.
- 1.6. It is hereby expressly agreed that the CMR shall apply to all transports, even those outside the scope of application in Art. 1 CMR.

2. Placing an order

- 2.1. Orders are only binding if they are placed on Calcit's order form and are duly signed. The contractor must confirm the order immediately, for transports

scheduled within the next two days, the carrier must confirm the purchase order no later than within 3 hours of its receipt. If Calcit does not receive the order confirmation from the contractor until more than 24 hours after receipt of the order, Calcit is still free to feel bound by the order and thus to have a contract concluded or not.

- 2.2. Orders, order confirmations and delivery schedules must be in writing. This also applies to amendments and supplements.
- 2.3. If the order does not contain registration numbers, if these numbers are not correct, or if they change, the contractor shall be obliged to inform Calcit of the correct registration numbers without delay. By doing this, contractor will avoid delays in loading and in processing freight invoices.

3. Cancellation, Rejection of Cargo

- 3.1. An order (transport order) placed by Calcit shall be binding, unless declined within 24 hours of receipt by the contractor.
- 3.2. If the contractor does not accept these General Terms and Conditions, it shall decline the order within 24 hours, without charge, by writing the word "CANCELLED". The cancelled order shall be sent back to the relevant contact at Calcit via the email address given on the order form.
- 3.3. In the event of cancellation of an order after 24 hours, or should the contractor not accept the cargo or the transport order, Calcit shall be entitled to procure a substitute vehicle and charge the contractor a no-fault contractual penalty amounting to the charge for the substitute vehicle. This shall not affect any other claim for damages.

4. General Provisions Concerning Performance of Transport Services

- 4.1. The contractor acknowledges that any information that it receives as part of the order concerning the weight

and value of the goods to be transported is, unless otherwise expressly warranted, based on the information provided by the client, which Calcit has not specifically verified and, in some cases, may not be verifiable until the cargo is not loaded onto the means of transport and weighed on a special scale for trucks. When taking out transport insurance on the basis of this information, it is therefore all the more important to ensure that any claim of underinsurance by the insurer would be excluded.

- 4.2. As a general rule, the contractor is obliged, unless otherwise expressly agreed, to obtain all the permits required for the transport. For each transport, the contractor must ensure in advance that the necessary permits have been obtained and/or that customs formalities (of any kind whatsoever) have been completed (e.g. transit procedures), and that the transport can proceed without hindrance.
- 4.3. In the event of unforeseen transport delays, transport damage or loss of goods in transit, the contractor must inform Calcit by telephone and in writing without delay. The contractor shall indemnify Calcit for and hold it harmless against any resulting losses.
- 4.4. In the event of any hindrance at the loading or unloading site, or of any delay in acceptance or loading, the contractor must immediately seek instructions from Calcit. Calcit shall be notified immediately in the event of any delays and/or hindrances of any kind whatsoever.
- 4.5. Calcit reserves the right to modify the transport order. As per Calcit's instructions, the Carrier must stop the transport, deliver the cargo to another recipient, transport it to a different destination, or return the cargo to the loading place. A modification of the transport order made by 4:00 p.m. on the day the order was sent to the carrier shall have no legal or other consequences for Calcit.
- 4.6. As a general rule, the contractor is liable to Calcit for all losses culpably caused by itself or its agents. The same goes for his subcontractors, i.e. (sub)carriers. This applies not only to material damage, but also to any pecuniary loss (including any third-party penalties), insofar as Calcit itself is responsible for such damage. Any limitation of the contractor's liability in the event of slight negligence, as well as the sum insured, must be expressly agreed with Calcit in each case. A limitation of liability provided for in the

contractor's general terms and conditions shall under no circumstances constitute such an express agreement.

- 4.7. In all other respects, the relevant statutory provisions shall apply to freight contracts, in particular those of Slovene Obligations Code and the CMR.

5. Duty of Care

- 5.1. The contractor must ensure that the vehicle used is in perfect condition and complies with current technical standards. In particular, the vehicle used must be preventively maintained and regularly inspected. Only vehicles, trailers, silo tanks, semitrailers, swap bodies/containers, cranes, technical apparatus and other equipment that are in perfect condition and are suitable for the purposes of the relevant order may be used. Special attention must be paid to the cleaning of tanks to prevent contamination of the material, including all components that come into contact with the material (such as silos, discharge bends, connectors, discharge pipes, etc.). Before each loading, the contractor must provide a cleaning certificate. In the event that Calcit explicitly requests a higher-level certificate in advance (e.g. EFTCO), the contractor must also provide such a certificate. After washing, the carrier must ensure that the tank is completely dry. Calcit reserves the right to inspect the cleanliness of the tank and other components necessary for loading or unloading, and may refuse unloading if impurities are detected. Under no circumstances shall Calcit assume any responsibility for the cleanliness of the tank. The vehicle assigned to the ordered transport must, unless otherwise agreed in the transport order, comply with the requirements of the CMR. Damage to tarpaulins and superstructures, condensation in the freight compartment, cargo areas not swept clean and similar problems may result in the rejection of vehicles at loading sites as well as demands for costs and damages. The freight compartment must be cleaned in order to ensure that there is no deterioration of the freight.
- 5.2. The provisions of the Slovene Road Traffic Safety Act (ZVCP-1), Transport of Dangerous Goods Act (ZPNB) and other relevant legislation must be fully complied with.

5.3. The maximum permitted total weight of the lorry or the total weight allowed under a permit for a special transport must not be exceeded. The contractor must ensure that the highest permitted axle loads are not exceeded and that the load is properly distributed over the cargo area.

5.4. The actual carrier acknowledges and agrees that regardless of any visual checks or inspections carried out by Calcit, the actual carrier assumes complete liability for any harm, spoilage, or contamination to the cargo due to the tank's condition. Any damage arising from inadequate tank cleanliness shall be solely the actual carrier's responsibility.

5.5. If the actual carrier fails to uphold the appropriate cleanliness of the means of transport which results in any harm, spoilage, or contamination of the cargo, a pre-agreed penalty of EUR 10,000 shall be imposed on the actual carrier without the need to prove fault or damages.

6. Loading and Unloading, Load Securing

6.1. The contractor must ensure that the load is properly stowed and secured for transport, and that it complies with statutory regulations. In particular, the contractor is obliged to ensure road safety, transport safety and operational safety during transport and load securing. Care must be taken to ensure that the cargo is not damaged when the load is secured. Suitable steps must therefore be taken to protect the cargo. The contractor bears sole responsibility for securing loads as well as for checking that cargo is correctly packaged, loaded and secured, even in the event that the goods have been loaded by Calcit or its employees, the sender or a third party. The contractor must check whether potential damage to any unpackaged goods could be avoided by covering them with a tarpaulin or by other means. In case of doubt, instructions must be sought from Calcit.

6.2. The contractor must identify all potential causes of damage before the transport, and in particular check the transportworthiness of loading/stowage and packaging. Wherever necessary, potential causes of damage must be eliminated or instructions sought from Calcit.

6.3. On taking receipt of goods, the contractor must check the cargo's quantity, condition and weight. If its quantity or quality is not as specified by Calcit, if there are any defects in packaging or stowing, or if checking

is not possible, then loading must immediately stop and must not recommence until Calcit has been consulted and its express instructions have been received.

6.4. Calcit shall be informed immediately of any discrepancies, and these shall be recorded on the consignment note. The signed forwarder's certificate of receipt is essential proof of the packages received by the driver at the relevant loading site.

6.5. The cargo may be unloaded only at the delivery address stated on the transport order/consignment note. Changes may be made only with Calcit's express approval.

6.6. If there are discrepancies between the consignment note and the transport order, these must be cleared with Calcit before proceeding with the transport.

6.7. Calcit shall not be liable for any hindrances on the way to or from the loading/unloading site, in particular problems with ground conditions, access route widths or parking spaces. The contractor must obtain information concerning possible access routes, hindrances to access and the suitability of parking space, and seek instructions as necessary. The contractor shall be responsible for any damage arising from a breach of this obligation, in particular damage to land and crops caused by driving on unsuitable ground, and shall, on request, immediately indemnify Calcit and hold it harmless against any resulting liability.

6.8. Further, the contractor shall be responsible for ensuring that the transport can be properly carried out on the prescribed route and that all vertical and horizontal clearances, curves and load limits on the route can be complied with. The route shall be planned by the contractor. The costs of route planning are already included in the freight charge and therefore the contractor shall have no additional claim for reimbursement for this work.

6.9. All movement of the cargo shall be at the risk of the contractor. The contractor shall be exclusively liable for any damage to the cargo arising from loading or unloading during cargo movement and for any damage to the means of transport.

6.10. The contractor shall not be entitled to claim any additional fee, reimbursement or compensation for the performance of the above obligations, even if the usual period for loading or unloading is exceeded. All waiting

times/vehicle standing times are already included in the freight price.

- 6.11. The carrier is obliged to load and unload the cargo in accordance with the instructions of Calcit or the recipient's instructions, ensuring the safety of personnel, cargo, environment, and the vehicle.

7. Load Securing Equipment, Equipment for loading and unloading

- 7.1. The contractor must carry a sufficient quantity of loading aids (dunnage, fully functional discharge hoses, filling nozzles, reducers etc.) and securing aids (lashing chains, lashing straps, cargo bars etc.) along with other equipment necessary for flawless and uninterrupted loading or unloading (safety hooks, connectors, connection adapters etc.). Otherwise, the vehicle is considered inadequately equipped. Any loading aids provided by Calcit, the sender or third parties (support apparatus, bars, pallets and other structures for transporting loads, dunnage etc.) must be checked by the contractor in advance. The contractor guarantees that only loading aids etc. that have been checked shall be used.

- 7.2. In the event of any breach of the above agreements/instructions, Calcit reserves the right to have the vehicle equipped with suitable loading aids at the contractor's expense. If this is not possible, Calcit reserves the right to use a substitute vehicle and charge the contractor a no-fault contractual penalty amounting to the charge for the substitute vehicle. This shall not affect any other damages. Calcit shall hold the contractor liable for all costs arising as a result of the above. In any case, a processing fee of € 50, shall be charged to cover these administrative expenses.

8. Prohibition of Cargo Transfers, Cargo Groupage and Transfer to Subcontractors

- 8.1. With any full load, cargo transfers and loading of additional cargo are forbidden, except when it is essential for the execution of the transport to the final destination. Cargo groupage is also forbidden without exception, unless ordered by Calcit in writing.
- 8.2. In case of entrusting the execution of the task to a third party, the contractor must thoroughly vet them beforehand and may only engage subcontractors who have adequately completed several orders (at least 5) for the contractor and have settled their fees with any of their (sub)carriers. The contractor assumes

unlimited liability for the chosen subcontractors and any subsequent subcontractors until the actual carrier.

- 8.3. The transfer of cargo loads to subcontractors who have not previously had any business relationship with the contractor, or are not previously confirmed in writing by Calcit, is forbidden without exception.
- 8.4. The contractor is fully responsible for the selection of all (sub)carriers. It is expressly agreed that the (sub)carriers were not strictly vetted if they do not pay their contractor for the transport within the deadline and the sender or receiver must pay the freight based on the request of the carrier who actually performed the transport for the payment of the freight.
- 8.5. In the event of a breach of any of these provisions, it is hereby agreed that a no-fault contractual penalty of € 10,000, not reducible by a court, shall be payable. This shall not affect any other claim for damages.
- 8.6. Cargo loads may not be transferred to a store/interim storage facility/depot without Calcit's express permission. A penalty amounting to 95 % of the freight charge will be charged for failure to abide by this rule.

9. Load Time, Delivery Time

- 9.1. The contractor must arrive with its vehicle at the loading site at the agreed loading time. If the vehicle is not provided, a no-fault contractual penalty amounting to 80 % of the agreed freight charge and not reducible by a court shall be payable. For late arrival at the loading site, a no-fault contractual penalty amounting to 10 % of the agreed freight charge. shall be payable. This shall not affect any other claim for damages in either case.
- 9.2. Unloading times shall be deemed delivery deadlines in accordance with Art. 19 CMR. Loading and unloading times are absolutely binding. The contractor acknowledges that compliance with delivery deadlines is extremely important for Calcit and that Calcit therefore has a very substantial interest in compliance with these deadlines. In the event of any delay, Calcit shall be informed immediately. Should the contractor fail to comply with this obligation, Calcit shall be entitled to deduct up to 25 % of the freight charge.
- 9.3. For delayed delivery, a no-fault contractual penalty of € 70,-/hour shall be payable. This shall not affect any other damages. Further, in the event of any delay in delivery, Calcit may invoice a processing fee of € 50.
- 9.4. Before accepting the transport order, the contractor must check whether the delivery deadline is feasible.

In the event of a change in the loading and/or unloading site, the contractor is obliged to perform the amended transport order. The freight price will be revised upwards by a reasonable amount.

10. Duty to report damage

- 10.1. The contractor is obliged to promptly report any and all instances of damage, including but not limited to cargo, facilities, equipment, or any associated assets, to Calcit and the contractor's designated freight forwarder's liability insurer immediately.
- 10.2. In the event of damage exceeding the amount of € 2,000, the contractor shall immediately appoint an insurance assessor or claims agent to assess the damage if Calcit so requests. The contractor must – in the event of any other claims for damages – seek instructions from Calcit.
- 10.3. The contractor is obliged to make available immediately all information that Calcit or its insurer may require for further processing of the claims.

11. Contractor's Business Licence

- 11.1. The contractor warrants that it is entitled to provide the service it offers to Calcit in accordance with Slovene legislation. The same shall apply for all countries travelled through in the course of this contract and their respective regulations. When specifically requested to do so in individual cases, the contractor shall be obliged to provide Calcit with evidence of the above.

12. Obligations of the Carrier towards the personnel and (sub)contractors

- 12.1. Before carrying out the order, the contractor undertakes to notify Calcit of a contact person who can be contacted for rapid problem solving and provision of information both in the run-up to the service and during its execution. Calcit must be informed in good time if the contact person changes (e.g. replacement during leave periods).
- 12.2. The contractor is obliged to choose and oversee its employees and other agents with the care expected of a proper freight carrier.
- 12.3. To fulfil its obligations under the contract with Calcit, the contractor undertakes to assign only those employees who have both the necessary professional qualifications and sufficient experience for the relevant assignment. Consumption of alcohol and/or drugs while carrying out the order is strictly forbidden. The employees concerned must have the interpersonal

and linguistic skills to coordinate and communicate at the loading/unloading site or place of work with employees of Calcit and other companies on site. If this is not the case, Calcit is entitled to require the contractor to assign a different employee, in which case any resulting additional costs or losses shall be borne by the contractor; the same shall apply to losses (due to standing times, penalties, etc.) incurred by third parties and for which Calcit is responsible.

- 12.4. The contractor confirms that the driving personnel possess a valid licence and a certificate to carry out their activity. The driver must be specially trained for all requirements of the transport and carry the necessary certificates with him/her. In particular, the requirements of the the ZVCP-1, regarding load securing as well as the regulations concerning safety clothing must be complied with.
- 12.5. For safety reasons, the driver must always wear safety shoes, a helmet, long outer clothing and a high-vis vest (unless safety regulations at the loading/unloading site set higher requirements) during all loading and unloading activities and must act in accordance with Calcit's instructions.
- 12.6. Notwithstanding the contractor's sole responsibility for its employees, the contractor also assures Calcit that the contractor will pay its employees in accordance with the provisions of statute, collective agreements and company/ individual contracts, and that any applicable taxes, duties and social security contributions will be paid, insofar as the contractor is responsible for paying them.
- 12.7. The contractor also warrants that the employees it assigns have the necessary labour permits, foreign national employment permits or posting permits to work at the relevant place of work, and that they are employed in accordance with the laws of the country in which the vehicle is registered. The driver must carry the evidence and documents (in particular work and residence permits) required by the applicable statutory provisions in each case. If a permit is not available and a delay or any other disadvantage occurs as a result, the contractor shall be liable for all resulting losses; the same shall apply to losses (due to standing times, penalties, etc.) incurred by third parties and for which Calcit is responsible.
- 12.8. The contractor is obliged to inform its employees and other agents, in particular subcontractors, verifiably (in

writing) of the obligation to comply with the provisions of these conditions and shall exercise the care expected of a proper freight carrier to ascertain that the above safety measures are actually adhered to.

13. Insurance / Freight Forwarder's Liability Insurance

- 13.1. The contractor undertakes to submit insurance policy and proof of payment of the insurance premium, upon Calcit's request as confirmation of sufficient. This insurance must also cover liability under Art. 29 CMR and damage during loading/unloading procedures.
- 13.2. Should the insurance cover be for a lower amount, the subcontractor must state this before accepting the order and in each case clarify with Calcit whether or not the transport is to be performed by the subcontractor despite the lower insurance cover. When taking out special transport insurance in individual cases, the subcontractor must make an express agreement with its insurer that the insurer shall waive any claim of underinsurance.
- 13.3. Should the freight forwarder's liability insurance policy not be made available to Calcit upon request, Calcit shall be entitled to obtain insurance cover for this transport on behalf of the contractor; in this case, Calcit shall be entitled to make a deduction of 5 % of the agreed freight price (but not less than € 100). No retrospective refund of the insurance premium shall be possible. The contractor must ensure that the abovementioned insurance policy is made available to Calcit. For cabotage transports, the minimum insurance amount must correspond to the applicable national statutory provisions. Calcit shall be informed immediately in the event of any changes.
- 13.4. In the event that a claim or damage is settled through the carrier's insurance, and the insurance does not cover 100% of the assessed and reported amount of the claim, the contractor undertakes to cover any difference. The contractor agrees to be liable for the payment of the difference in cases where the insurance does not cover the entire amount of the assessed and reported damage, but this liability of the contractor shall not exceed the actual amount of the claim.

14. Price

- 14.1. In case of doubt, the agreed prices are fixed prices without statutory value-added tax. Surcharges and additions for expenses or costs (of any kind

whatsoever) shall not be accepted unless otherwise agreed in writing.

- 14.2. For additional services in connection with an order that were not provided for in the order, the same conditions apply as in the original order, unless otherwise agreed in individual cases.
- 14.3. The contractor cannot and must not agree to a higher freight rate with their subcontractor or subcarrier, unless it is necessary for the execution of the order and cannot be done otherwise. Before placing such an order, they must obtain the consent of Calcit and pay the difference to the sub-carrier in advance.
- 14.4. In case of a breach of clause 14.3, where the contractor fails to obtain consent from Calcit prior to negotiating a higher freight rate with its subcontractor or sub-carrier and does not settle any freight rate difference, the Contractor shall be liable to pay a contractual penalty amounting to twice the freight rate that would have been payable without prior consent from Calcit.

15. Invoicing, Offsets

- 15.1. Payments by Calcit do not constitute recognition of the services as being in accordance with the contract.
- 15.2. If performance is inadequate, Calcit shall be entitled to offsets for its counterclaims (irrespective of legal basis) and to a reduction of the freight charge. Any prohibition of offset or retention is therefore hereby expressly excluded.
- 15.3. The (sub)contractor shall not offset any claim against any of the Calcit's demands or claims nor against its affiliated companies.
- 15.4. The contractor is obliged to incorporate similar provisions in contracts concluded with any subcontractors that it may engage (where Calcit has granted written approval for the use of subcontractors).
- 15.5. Claims by the (sub)contractor against Calcit may not be assigned to third parties (prohibition of assignment), unless Calcit agrees to their assignment in writing.
- 15.6. The (sub)contractor is obliged to notify any changes of its company name, address or bank details to Calcit immediately in writing.

16. Duty of confidentiality

- 16.1. All transports are covered by a duty of confidentiality, under which the contractor is strictly forbidden to disclose any information that becomes known to the contractor while carrying out an order, in particular

details of transactions with Calcit – such as prices, demurrage, cargo information and information regarding the recipient of the cargo. The contractor shall be responsible for ensuring that its assigned employees and agents also observe confidentiality.

- 16.2. In the event of unauthorised disclosure of information to third parties, a no-fault contractual penalty of € 50,000 - not reducible by a court, shall be payable. Calcit expressly reserves the right to claim additional damages.
- 16.3. It is strictly prohibited for anyone to enable the sampling of cargo or shipment to anyone without explicit written consent from Calcit, except for government authorities performing their official duties. Any sampling of cargo or shipment without prior written consent from Calcit shall be considered a serious breach for which the carrier is obliged to pay a non-contractual penalty in the amount of 100,000 EUR, while Calcit reserves the right to pursue additional compensation claims.

17. Final provisions

- 17.1. To the extent that one or more provisions of these General Terms and Conditions or the Contract of Carriage should prove to be invalid or become invalid, illegal or unenforceable in any sense, this provision shall be considered invalid only to the extent necessary, which will not affect the validity, legality and enforceability of other the provisions of these general terms and conditions or the Contract of Carriage. The parties are obliged to replace the invalid, illegal or unenforceable provision with a valid,

legal and enforceable provision that, in accordance with positive legislation, is closest to the original intention of the parties and the invalid, illegal or unenforceable provision.

- 17.2. General terms and conditions that deviate from these GTCs, as well as amendments and additions, shall be valid only if in writing. The same applies to any waiver of the requirement for written form. Documents sent via fax/email shall be deemed to be in written form. Oral consents or agreements from Calcit and/or its employees or auxiliary personnel shall not be binding.
- 17.3. These General Terms and Conditions and the Contract of Carriage and each dispute or claim arising out of or relating to these General Terms and Conditions and the Contract of Carriage, shall be governed by and construed in accordance with the laws and regulations of Republic of Slovenia.
- 17.4. Calcit and the (sub)contractor will endeavour to resolve all potential disputes that may arise from these General Terms and Conditions and the Contract of Carriage amicably. In the event that this is not possible, the jurisdiction shall lie exclusively with the court in the territory of which the Calcit has its registered office.
- 17.5. General terms and conditions are adopted in both Slovene and English language. In the event of difficulties of interpretation, ambiguities and contradictions, the wording of the Slovene version shall prevail.