

SPLOŠNI POGOJI POSLOVANJA
za prevoz tovora v cestnem prometu
- Pošiljatelj -

1. Uvodna določila

1.1 Splošni pogoji poslovanja za prevoz tovora v cestnem prometu - Pošiljatelj - družbe Hoedlmayr logistika, d.o.o., Tovarniška cesta 36, 1370 Logatec, matična številka: 5910404000 (v nadaljevanju: »**Hoedlmayr logistika**« ali »**Pošiljatelj**«) opredeljujejo pogoje poslovanja družbe Hoedlmayr logistika pri sklenitvi prevoznih pogodb s prevozniki za prevoz tovora v cestnem prometu (»v nadaljevanju: »**Splošni pogoji poslovanja**«).

1.2 Splošni pogoji poslovanja so sestavni del vsake pogodbe o prevozu tovora v cestnem prometu (v nadaljevanju: »**Prevozna pogodba**«) sklenjene med Pošiljateljem in prevoznikom.

1.3 Prevoznik tovora je lahko vsaka fizična ali pravna oseba (v nadaljevanju: »**Prevoznik**«), ki z družbo Hoedlmayr logistika sklene Prevozno pogodbo.

1.4 Morebitni splošni pogoji poslovanja Prevoznika niso sestavni del Prevozne pogodbe, in sicer tudi v primeru, da se Prevoznik nanje v svoji dokumentaciji (npr. sprejemu naročila, računu, itd.) izrecno sklicuje.

1.5 Za vprašanja, ki niso urejena v Splošnih pogojih poslovanja ali Prevozni pogodbi se uporabljajo določila Zakona o prevoznih pogodbah v cestnem prometu (v nadaljevanju: »**ZPPCP-1**«) in Konvencija o pogodbi za mednarodni prevoz stvari po cesti (v nadaljevanju: »**Konvencija CMR**«), obe v vsakokrat veljavni verziji.

2. Narava Splošnih pogojev poslovanja

2.1 S splošnimi pogoji poslovanja Pošiljatelj ureja posamezna vprašanja v zvezi s sklenitvijo Prevozne pogodbe in dopolnjuje posebne dogovore oziroma Prevozno pogodbo med Pošiljateljem in Prevoznikom.

GENERAL TERMS AND CONDITIONS
for road freight transport
- Consignor -

1. Introductory Provisions

1.1 The General Terms and Conditions for road freight transport - Consignor - of the company Hoedlmayr logistika d.o.o., Tovarniška cesta 36, SI-1370 Logatec, company registration number: 5910404000 (hereinafter referred to as: "**Hoedlmayr logistika**" or the "**Consignor**") define the operating conditions of the company Hoedlmayr logistika when it comes to concluding transport contracts with transporters for road freight transport (hereinafter referred to as: the "**General Terms and Conditions**").

1.2 These General Terms and Conditions form an integral part of each road freight transport contract (hereinafter referred to as: the "**Transport Contract**") concluded between the Consignor and the transporter.

1.3 The transporter of the freight can be any natural or legal person (hereinafter referred to as: the "**Transporter**") that decides to conclude a Transport Contract with the company Hoedlmayr logistika.

1.4 Any general terms and conditions of the Transporter do not form an integral part of the Transport Contract, even if the Transporter makes explicit reference to them in their documents (e.g. in the order placement, invoice etc.).

1.5 For any questions which are not regulated in the General Terms and Conditions or in the Transport Contract, the provisions of the Road Transport Contracts Act (hereinafter referred to as: the "**ZPPCP-1**") and the Convention on the Contract for the International Carriage of Goods by Road (hereinafter referred to as: the "**CMR Convention**") in their current versions.

2. Nature of the General Terms and Conditions

2.1 The General Terms and Conditions are used by the Consignor to govern matters related to the conclusion of the Transport Contract and supplement specific deals or the Transport Contract concluded between the Consignor and the Transporter.

2.2 Splošni pogoji poslovanja zavezujejo Pošiljatelja in Prevoznika (v nadaljevanju vsak posamično tudi kot: »**Pogodbena stranka**« oziroma skupaj tudi kot »**Pogodbeni stranki**«) tako kot posebni pogoji oziroma Prevozna pogodba sklenjena med Pošiljateljem in Prevoznikom.

3. Prevozna pogodba

3.1 Pošiljatelj in Prevoznik skleneta Prevozno pogodbo, ko Pošiljatelj na podlagi pisne ponudbe Prevoznika za prevoz tovora (v nadaljevanju: »**Ponudba**«) odda Prevozniku pisno naročilo za prevoz tovora v cestnem prometu, kjer določi količino in vrsto tovora, nakladišče, namembni kraj in prevozni rok (v nadaljevanju: »**Naročilo**«) in ko Prevoznik takšno Naročilo sprejme oziroma potrdi v pisni obliki (v nadaljevanju: »**Sprejem Naročila**«). V izogib dvoma se šteje, da je Prevoznik pisno podal Sprejem Naročila tudi, če Naročila ni izrecno sprejel oziroma potrdil v pisni obliki, temveč je svoj Sprejem Naročila izrazil konkludentno v pisni obliki (npr. Prevoznik izrazi Sprejem Naročila na način, da Pošiljatelju pošlje elektronsko sporočilo, kjer mu sporoči reg. št. tovornega vozila, ki bo opravil prevoz ipd.).

3.2 Pošiljatelj in Prevoznik lahko dogovor o prevozu tovora v cestnem prometu, kjer so vsebovane sestavine iz člena 3.1 Splošnih pogojev poslovanja, skleneta tudi v obliki pisnega dogovora.

3.3 V primeru, da Prevoznik Sprejem Naročila prekliče, je dolžan Pošiljatelju plačati pogodbeno kazen v višini 200,00 EUR. Pošiljatelj ima pravico zahtevati navedeno pogodbeno kazen, tudi če presega škodo, ki mu je zaradi preklica Sprejema Naročila nastala, in celo če mu ni nastala nobena škoda. Če je škoda, ki je Pošiljatelju nastala, večja od pogodbene kazni, ima pravico zahtevati razliko do popolne odškodnine.

2.2 The General Terms and Conditions are binding for the Consignor and for the Transporter (hereinafter individually referred to as: the "**Contracting Party**" or jointly referred to as: the "**Contracting Parties**"), just like specific conditions or the Transport Contract concluded between the Consignor and the Transporter.

3. Transport Contract

3.1 The Consignor and the Transporter shall conclude a Transport Contract when the Consignor issues an order for road freight transport to the Transporter based on the written offer of the Transporter for the transport of freight (hereinafter referred to as: the "**Offer**"), wherein said order contains the quantity and type of freight, the loading bay, destination and the transport deadline (hereinafter referred to as: the "**Order**") and when the Transporter accepts or confirms said Order in writing (hereinafter referred to as: the "**Order Acceptance**"). For the avoidance of doubt, the Transporter shall be deemed to have submitted an Order Acceptance in writing even if they failed to explicitly approve or receive the Order in writing but have merely implied their Order Acceptance in writing (e.g. the Transporter expresses the Order Acceptance by sending an e-mail to the Consignor informing them of the licence plate number of the vehicle that is going to transport the goods and alike).

3.2 The Consignor and the Transporter can also conclude a written agreement on the road freight transport which includes contents set out in Article 3.1 of the General Terms and Conditions.

3.3. In the event the Transporter cancels the Order Acceptance, they shall be obliged to pay contractual penalty of EUR 200.00 to the Consignor. The Consignor shall also be entitled to demand the said contractual penalty if it exceeds the damage incurred as a result of Order Acceptance being cancelled and even if they incurred no damage. If the damage incurred by the Consignor exceeds the contractual damage, the Consignor shall be entitled to demand the difference up to full compensation.

4. Tovor

4.1 Pošiljatelj opiše tovor v Naročilu na način, da določi **(i)** količino tovara s številom kosov, **(ii)** vrsto tovara pa z natančnim opisom in specifikacijo tovara.

4.2 Prevoznik mora ukreniti vse potrebno, da obvaruje tovor. Če Prevoznik ne zahteva od Pošiljatelja navodil o ukrepih, ki so potrebni za obvarovanje tovara, se šteje, da je bil z njimi seznanjen. Prevoznik je odgovoren Pošiljatelju za kakršenkoli izgubo ali poškodbo tovara pri prevozu tovara iz nakladišča v razkladišče v namembnem kraju.

4.3 Pošiljatelj lahko namesto dogovorjenega tovara preda za prevoz drug tovor (po vrsti in/ali količini) pod naslednjimi pogoji, in sicer:

- če se ne spremenijo prevozni pogoji v škodo Prevoznika;
- če to ne povzroči bistvenega zadrževanja tovornega vozila Prevoznika na nakladališču ali razkladališču;
- če ni ogroženo tovorno vozilo Prevoznika ali cestni promet.

4.4 Pošiljatelj mora dati Prevozniku navodila za hrambo tovara in ravnanje z njim, če gre za tovor, katerega prevoz ni običajen, ali če to zahteva Prevoznik.

4.5 Prevoznik je dolžan prevzeti tovor v kraju in času kot ga določi Pošiljatelj v svojem Naročilu oziroma v Prevozni pogodbi. V primeru, da Prevoznik tovara ne prevzame v kraju in času kot je določeno v Naročilu oziroma Prevozni pogodbi je Pošiljatelju odgovoren za nastalo škodo, in sicer primeroma vendar ne izključno, za stroške organiziranja drugega prevoza tovara, morebitne škode, ki jo mora Pošiljatelj povrniti prevzemniku zaradi zamude pri dobavi tovara, itd.

4. Freight

4.1 The Consignor describes the freight in their Order by defining **(i)** the freight quantity by stating the number of pieces and **(ii)** the freight type by providing an exact freight description and specification.

4.2 The Transporter must take every reasonable precaution to protect the freight. If the Transporter does not request the Consignor to provide them with the rules on measures necessary for the protection of freight, it is considered that they have been made aware of these rules. The Transporter shall be held responsible by the Consignor for any and all losses of or damages to the freight when transporting said freight from the loading bay to the unloading bay at the destination.

4.3 Instead of the agreed freight, the Consignor can hand over different freight (i.e. freight of different type and/or quantity) under the following conditions:

- if the transport conditions do not change at the disadvantage of the Transporter;
- if this does not provoke a significant delay of the goods vehicle of the Transporter at the loading/unloading bay;
- if the goods vehicle of the Transporter or road transport are not threatened.

4.4 The Consignor must provide the Transporter with exact instructions for the storage and handling of freight if said freight requires unusual transport, or at the request of the Transporter.

4.5 The Transporter must take over the freight at the destination and at the time set out by the Consignor in their Order or in the Transport Contract. If the Transporter fails to take over the freight at the destination and at the time set out in the Order or in the Transport Contract, the Transporter shall be held responsible by the Consignor for any damages incurred, including but not limited to the costs of organising other means of transport for the freight, any damages that the Consignor must reimburse to the recipient due to late freight delivery, etc.

5. Tovorni list in prevoznica/dobavnica

5.1 V mednarodnem prevozu tovora se izda tovorni list oziroma pri prevozu v Republiki Sloveniji prevoznica/dobavnica, s katero Prevoznik potrjuje, da je bila sklenjena Prevozna pogodba in da je tovor prevzel za prevoz.

5.2 Tovorni list oziroma prevoznica/dobavnica se izda ob prevzemu tovora za prevoz.

5.3 V preostalem se v zvezi z izdajo in vsebino tovrnega lista oziroma prevoznice/dobavnice uporabljajo določila ZPPCP-1 in Konvencije CMR.

6. Nakladišče in namembni kraj

6.1 Prevoznik je dolžan pripeljati tovrno vozilo s tovorom po dogovorjeni poti na dogovorjeno razkladišče v namembnem kraju, če lahko to stori brez nevarnosti za tovrno vozilo, in če je tam mogoče naložiti tovor brez poškodovanja tovrnega vozila.

6.2 Pošiljatelj mora podati Prevozniku v Naročilu oziroma Prevozni pogodbi točne podatke o razkladišču in namembnem kraju.

6.3 Če prevozna pot ni dogovorjena v Prevozni pogodbi, mora Prevoznik opraviti prevoz tovora po poti, ki najbolj ustreza interesom Pošiljatelja.

7. Nakladanje in razkladanje tovora

7.1 Tovor je dolžan naložiti na tovrno vozilo oziroma razložiti iz tovrnega vozila Prevoznik. Riziko morebitnega poškodovanja ali uničenja tovora pri nalaganju oziroma razlaganju tovora s tovrnega vozila nosi v celoti Prevoznik.

7.2 Pri nakladanju tovora na tovrno vozilo mora Prevoznik upoštevati Pošiljateljeva navodila, ki se nanašajo na razporeditev, pritrditev tovora in na druge okoliščine, ki utegnejo vplivati na varnost oseb, tovrnega vozila in drugega tovora na tovrnem vozilu. Odgovornost za morebitno škodo na tovrnem

5. Bill of Lading and Carriage Voucher/ Delivery Note

5.1 A bill of lading or a carriage voucher/ delivery note are issued during international freight transport or during freight transport in the Republic of Slovenia, respectively; these documents are used by the Transporter to confirm that a Transport Contract has been concluded and that the freight has been taken over by the Transporter for transport.

5.2 The bill of lading or the carriage voucher/ delivery note are issued upon taking over the freight for transport.

5.3 In terms of any other questions related to the issuance and content of the bill of lading or the carriage voucher/ delivery note, the provisions of ZPPCP-1 and the CMR Convention shall apply.

6. Loading Bay and Destination

6.1 The Transporter must bring the goods vehicle containing the freight to the agreed loading bay at the destination using the agreed transport path if it is possible to do so without exposing the goods vehicle to any danger and if it is possible to load the freight at said location without damaging the goods vehicle.

6.2 In the Order, the Consignor must provide exact data on the unloading bay and the destination to the Transporter.

6.3 If no transport path is defined in the Transport Contract, the Transporter must transport the freight using the path which is most suitable according to the interests of the Consignor.

7. Loading and Unloading Freight

7.1 The Transporter must load the freight on the goods vehicle or unload it from the goods vehicle. The risk of any freight damage or destruction during loading or unloading the freight to or from the goods vehicle shall be borne by the Transporter in its entirety.

7.2 When loading the freight to the goods vehicle, the Transporter must follow the instructions of the Consignor which are related to the layout and fastening of freight and other circumstances which could influence the safety of people, of the goods vehicle and of other freight on the goods vehicle. The

vozilu nastalo pri natovarjanju oziroma raztovarjanju tovora na oziroma iz tovornega vozila nosi v celoti Prevoznik.

7.3 V primeru nakladanja tovora - vozil na tovorno vozilo je Prevoznik dolžan Pošiljatelju po zaključku nakladanja na tovorno vozilo sporočiti **(i)** dejansko število vozil, ki jih je naložil na tovorno vozilo in **(ii)** številke šasij vozil, ki jih je naložil na tovorno vozilo.

7.4 Nakladanje tovora se mora začeti in končati v primernem roku, če ni drugače določeno v Prevozni pogodbi (v nadaljevanju: »**Nakladalni čas**«).

7.5 Rok za nakladanje tovora se podaljša za čas, v katerem nakladanje ni bilo mogoče zaradi vzrokov, za katere ne odgovarjata Pošiljatelj ali Prevoznik.

7.6 V Nakladalni čas se všteva tudi čas, ki je potreben za:

- izpolnitev tovrnega lista oziroma prevoznice/dobavnice in izročitev prevoznih listin Prevozniku;
- pokrivanje, vezanje in drugo zaščito tovora na tovornem vozilu kar je dolžan storiti Prevoznik;
- dejanja, brez katerih ni mogoče začeti prevoza tovora.

7.7 Če tovor ni naložen v dogovorjenem roku zaradi vzroka, za katerega odgovarja Pošiljatelj, je Prevoznik dolžan pustiti tovorno vozilo na nakladališču še največ polovico časa, ki je dogovorjen oziroma primeren za nakladanje (v nadaljevanju: »**Dodatni nakladalni čas**«).

7.8 Po zaključku nakladanja tovora na tovorno vozilo mora Prevoznik pred začetkom prevoza tovora pridobiti odobritev Pošiljatelja za začetek prevoza tovora. Prevoznik ne sme začeti prevoza tovora pred odobritvijo začetka prevoza tovora s strani Pošiljatelja.

responsibility for any damages incurred on the goods vehicle during loading or unloading freight to or from the goods vehicle shall be entirely borne by the Transporter.

7.3 In the event of loading freight - vehicles to a goods vehicle, the Transporter must communicate the following data to the Consignor after the end of the loading process: **(i)** the actual number of vehicles that have been loaded to the goods vehicle and **(ii)** the chassis numbers of the vehicles that have been loaded to the goods vehicle.

7.4 Freight loading must start and end in an appropriate time unless otherwise stated in the Transport Contract (hereinafter referred to as: the "**Loading Time**").

7.5 The deadline for loading freight shall be extended for the time period during which loading was not possible due to reasons for which neither the Consignor nor the Transporter are responsible.

7.6 The Loading Time also includes the time needed for:

- completing the bill of lading or the carriage voucher/delivery note and handing over said transport documents to the Transporter;
- covering, tying and otherwise protecting the freight on the goods vehicle, which must be done by the Transporter;
- any actions without which the freight transport cannot be initiated.

7.7 If the freight is not loaded in the agreed deadline for a reason for which the Consignor is responsible, the Transporter must leave the goods vehicle on the loading bay for no more than one half of the time longer than agreed or acceptable for loading (hereinafter referred to as: the "**Additional Loading Time**").

7.8 After the end of the process of loading the freight to the goods vehicle, the Transporter must obtain the approval of the Consignor to begin with the freight transport before actually starting the freight transport process. The Transporter must not begin the freight transport process before receiving the approval to start the freight transport process from the Consignor.

8. Predaja tovora

Ko Prevoznik dostavi tovor prejemniku skupaj pregledata tovor in morebitne poškodbe tovora. Stanje tovora in morebitne poškodbe na tovoru Prevoznik in prejemnik opišeta v dobavnici/prevoznici ali tovrnem listu.

9. Prevozni rok

9.1 Pošiljatelj in Prevoznik se v Prevozni pogodbi dogovorita o dnevu in uri dostave tovora prejemniku.

9.2 V Prevozni pogodbi določen prevozni rok predstavlja fiksni rok dostave tovora, ki se lahko podaljša zgolj v primerih višje sile iz 14. člena teh Splošnih pogojev poslovanja.

9.3 V primeru zamude dostave tovora skladno s Prevozno pogodbo je Prevoznik dolžan plačati Pošiljatelju za vsakih 12 ur zamude dostave tovora posameznega tovrnega vozila pogodbeno kazen v višini 320,00 EUR.

10. Cena prevoza tovora

10.1 Prevoznik in Pošiljatelj v Prevozni pogodbi določita fiksno neto ceno prevoza tovora in (v kolikor je zakonsko potrebno) pripadajoč davek na dodano vrednost (v nadaljevanju: »**Fiksna cena prevoza**«).

10.2 Fiksna cena prevoza tovora vključuje vse stroške prevoza, zavarovanja, nakladanja in razkladanja tovora ter kakršnekoli morebitne druge stroške povezane z izvedbo prevoza tovora.

10.3 Prevoznik je dolžan plačati Pošiljateljeve stroške bančnega nakazila Fiksne cene prevoza po Prevozni pogodbi.

11. Račun in plačilni pogoji

11.1 Po opravljenem prevozu tovora mora Prevoznik Pošiljatelju v roku 30 dni od opravljenega prevoza izdati račun za opravljeno storitev prevoza s priloženim izvornikom tovrnega lista oziroma prevoznice/dobavnice, s pripadajočo dokumentacijo. V

8. Handover of Freight

When the Transporter delivers the freight to the recipient, they shall inspect the freight and any potential damages together. The state of the freight, as well as any potential damages thereof, shall be described by the Transporter and the recipient in the carriage voucher/delivery note or bill of lading.

9. Transport Time

9.1 In the Transport Contract, the Consignor and the Transporter shall agree on the day and hour of delivery of the freight to the recipient.

9.2 The transport time set out in the Transport Contract is a fixed deadline for the delivery of the freight which can only be extended in the event of force majeure set out in Article 14 of these General Terms and Conditions.

9.3 In the event of a delay in the delivery of freight pursuant to the Transport Contract, the Transporter shall pay to the Consignor a contractual penalty amounting to EUR 320,00 for every 12 hours of delay in the delivery of the freight of each individual goods vehicle.

10. Freight Transport Price

10.1 In the Transport Contract, the Transporter and the Consignor shall define the fixed net cargo transport price and (if legally required) the corresponding value added tax (hereinafter referred to as: the "**Fixed Transport Price**").

10.2 The fixed freight transport price includes all costs of transport, insurance, freight loading and unloading, and any other potential costs related to the execution of freight transport.

10.3 The Transporter must pay the Consignor's costs of the bank transfer of the Fixed Transport Price according to the Transport Contract.

11. Invoice and Payment Terms

11.1 After the freight has been transported, the Transporter shall issue an invoice to the Consignor for the performed transport service within 30 days of the provided transport, together with the original of the bill of lading or the carriage voucher/delivery note and

kolikor Prevoznik Pošiljatelju ne izda računa skladno s prejšnjim stavkom je dolžan Pošiljatelju kot pogodbeno kazen odobriti 10% popust na neto Fiksno ceno prevoza (tj. na Fiksno ceno prevoza brez evtl. upoštevane pripadajočega davka na dodano vrednost). Pošiljatelj ima pravico zahtevati navedeno pogodbeno kazen, tudi če presega škodo, ki mu je zaradi Prevoznikove kršitve obveznosti iz prvega stavka tega člena nastala, in celo če mu ni nastala nobena škoda. Če je škoda, ki je Pošiljatelju nastala, večja od pogodbene kazni, ima pravico zahtevati razliko do popolne odškodnine.

11.2 V kolikor Prevoznik Pošiljatelju ne posreduje računa s priloženim izvirnikom tovarnega lista oziroma prevoznice/dobavnice iz člena 11.1 teh Splošnih pogojev poslovanja niti v roku šestih mesecev od opravljenega prevoza, se ne glede na določilo člena 11.1 teh Splošnih pogojev poslovanja šteje, da račun za opravljeno storitev prevoza ni bil izdan in da Pošiljatelj ni dolžan plačati prevoza tovora po sklenjeni Prevozni pogodbi.

11.3 V kolikor ni drugače dogovorjeno je rok plačila računa 60 dni od dne prejema računa in izvirnika tovarnega lista oziroma prevoznice/dobavnice, s pripadajočo dokumentacijo.

12. Odgovornost Prevoznika

12.1 Prevoznik odgovarja oziroma je dolžan povrniti Pošiljatelju celotno škodo, ki mu je nastala zaradi:

- izgube ali poškodbe tovora pri prevozu tovora iz nakladišča v razkladišče v namembnem kraju,
- kršitvi Prevozne pogodbe,
- neustreznosti tovarnega vozila Prevoznika (t.i. negativen audit),

accompanying documents. Should the Transporter fail to issue the invoice to the Consignor in line with the preceding sentence, they shall be obliged to grant a 10% discount on the net Fixed Transport Price to the Consignor as a contractual penalty (i.e. on the Fixed Transport Price exclusive of value added tax, if any). The Consignor shall also be entitled to demand the said contractual penalty if it exceeds the damage incurred as a result of the Transporter having breached their obligation from sentence one hereof and even if they incurred no damage. If the damage incurred by the Consignor exceeds the contractual damage, the Consignor shall be entitled to demand the difference up to full compensation.

11.2 Should the Transporter fail to submit the invoice with the original of the bill of lading or the carriage voucher/delivery note and accompanying documents from Article 11.1 of these General Terms and Conditions to the Consignor within six months from the provided transport, it shall be deemed – notwithstanding the provision of Article 11.1 of these General Terms and Conditions – that the invoice for the transport has not been issued and the Consignor shall not be obliged to pay for the transport of the freight under the Transport Contract.

11.3 Unless otherwise agreed, the invoice shall fall due within 60 days of the date of receipt of the invoice and the original of the bill of lading or the carriage voucher/delivery note and accompanying documents.

12. Responsibility of the Transporter

12.1 The Transporter shall be held responsible or shall reimburse the Consignor the entire costs of any damages incurred due to:

- losses of or damages to the freight when transporting said freight from the loading bay to the unloading bay at the destination,
- a breach of the Transport Contract,
- an inappropriate goods vehicle of the Transporter (i.e. a negative audit),

- kršitvi določil ZPPCP-1 ali Konvencije CMR.

V izogib dvomu Pošiljatelj in Prevoznik soglašata, da omejitve odškodninske odgovornosti Prevoznika in višine odškodnine iz Konvencije CMR in ZPPCP-1 ne veljajo in je Prevoznik odgovoren Pošiljatelju za celotno škodo, ki bi jo Pošiljatelj utrpel zaradi ravnanja Prevoznika iz prvega odstavka člena 12.1 Splošnih pogojev poslovanja.

12.2. V primeru poškodbe tovora – vozil je Prevoznik dolžan poleg škode Pošiljatelju plačati tudi administrativne stroške obdelave škodnega primera v višini 30 EUR plus DDV za vsako poškodovano vozilo.

12.3 V primeru ugotovljene neustreznosti tovornega vozila Prevoznika (t.i. negativen audit) s strani izdajnika oziroma prevzemnika tovora je dolžan Prevoznik plačati Pošiljatelju pogodbeno kazen **(i)** v višini 100 EUR za vsako negativno ocenjeno tovorno vozilo, ko Prevoznik kljub neustreznosti tovornega vozila tovor lahko prevzame oziroma ga odda oziroma **(ii)** v višini 200 EUR, za vsako negativno ocenjeno tovorno vozilo, ko Prevoznik tovora ne more prevzeti oziroma ga oddati (t.i. blokada).

13. Zavarovanje tovora

V kolikor Pošiljatelj želi posebno transportno zavarovanje za tovor (dodatno zavarovanje, več kot določa Konvencija CMR) mora to v svojem Naročilu izrecno navesti in poravnati vse stroške takšnega zavarovanja, sicer se šteje, da Prevozniku takšnega posebnega zavarovanja ni potrebno skleniti.

14. Višja sila

14.1 Nobena Pogodbena stranka ni odgovorna za kršitev svojih obveznosti iz Pogodbe zaradi primera višje sile.

14.2 Višja sila pomeni zunanji vzrok (tj. vzrok izven stvari), ki je neodvisen od volje in vpliva

- a breach of the provisions set out in the ZPPCP-1 or in the CMR Convention.

For the avoidance of any doubt, the Consignor and the Transporter agree that any limitations of the liability of the Transporter, as well as the amounts of damages set out in the CMR Convention and in the ZPPCP-1 shall not apply, therefore the Transporter shall be held liable in relation to the Consignor for any and all damages incurred to the Consignor due to the actions of the Transporter set out in the first paragraph of Article 12.1 of the General Terms and Conditions.

12.2. In the event of a damaged cargo (in case of vehicles), the Transporter must, in addition to paying the damage incurred to the Consignor, also pay the administrative costs for the processing of the claims management amounting to EUR 30 + VAT for each vehicle damaged.

12.3 In the event of the identified non-compliance of the Transporter's goods vehicle (i.e. a negative audit) by the person releasing or taking over the freight, the Transporter must pay to the Sender a contractual penalty **(i)** amounting to EUR 100 for each non-compliant goods vehicle if the Transporter can still take over or hand over the freight in spite of said non-compliance of the goods vehicle, or **(ii)** amounting to EUR 200 for each non-compliant goods vehicle if the Transporter can no longer take over or hand over the freight (a so-called "blockage").

13. Freight Insurance

If the Consignor wishes to conclude an additional transport insurance for its freight (an additional insurance which extends the insurance set out in the CMR Convention), the Consignor must explicitly state this in its Order and pay any and all costs of such insurance; failing that, it shall be considered that the Transporter is not obliged to conclude said special insurance.

14. Force Majeure

14.1 Neither of the Contracting Parties shall be held responsible for the breach of their liabilities set out in the Contract due to force majeure.

14.2 Force majeure is an external reason which is independent of the will and influence

Pogodbene stranke in njegovega učinka ni bilo mogoče pričakovati se mu izogniti ali ga odvrniti (na primer, vendar ne izključno, vojna, epidemija, naravna nesreča itd.).

14.3 Pogodbena stranka, na strani katere je primer višje sile, je dolžna nemudoma o tem pisno obvestiti drugo Pogodbeno stranko. V kolikor višja sila ni odpravljena v roku enega meseca od dne nastanka višje sile, lahko vsaka Pogodbena stranka nemudoma odstopi od Prevozne pogodbe.

15. Pobot

Prevoznik lahko svojo terjatev pobota s terjatvijo Pošiljatelja zgolj v primeru svoje pravnomočno ugotovljene oziroma nesporne terjatve in po pridobitvi predhodnega pisnega soglasja Pošiljatelja.

16. Prenehanje Prevozne pogodbe

16.1 Prevozna pogodba lahko kadarkoli preneha na podlagi pisnega sporazuma obeh Pogodbenih strank.

16.2 Pogodbena stranka lahko od Prevozne pogodbe nemudoma odstopi, kadar za to obstaja krivdni razlog (tj. kršitev Prevozne pogodbe) na strani druge Pogodbene stranke.

16.3 Vsaka Pogodbena stranka lahko od Prevozne pogodbe odstopi na način, da posreduje pisni odstop od Prevozne pogodbe na naslov druge Pogodbene stranke.

17. Varstvo osebnih podatkov

Pošiljatelj bo vse osebne podatke Prevoznika varoval in obdeloval skladno določili Uredbe (EU) 2016/679 Evropskega parlamenta in Sveta z dne 27. aprila 2016 o varstvu posameznikov pri obdelavi osebnih podatkov in o prostem pretoku takih podatkov ter o razveljavitvi Direktive 95/46/ES (splošna uredba o varstvu osebnih podatkov), vsakokrat veljavnega Zakona o varstvu osebnih podatkov v Republiki Sloveniji in drugih veljavnih predpisov Republike Slovenije, ki urejajo varstvo osebnih podatkov.

of the Contracting Party and the effect of which could not be expected, avoided or countered (including but not limited to wars, epidemics, natural disasters etc.).

14.3 The Contracting Party which invokes the reason of force majeure must immediately inform the other Contracting Party of it in writing. If the event of force majeure is not over within one month of the date of its first occurrence, each of the Contracting Parties can immediately withdraw from the Transport Contract.

15. Offset

The Transporter may only offset its claim against the claim of the Consignor in the event of an irrevocably established or uncontested claim and after obtaining a prior written consent of the Consignor.

16. Termination of the Transport Contract

16.1 The Transport Contract can be terminated at any point based on a written agreement of both Contracting Parties.

16.2 Any Contracting Party can immediately withdraw from the Transport Contract on the ground of fault (i.e. a breach of the Transport Contract) of the other Contracting Party.

16.3 Any Contracting Party can withdraw from the Transport Contract by sending a written withdrawal from the Transport Contract to the address of the other Contracting Party.

17. Protection of Personal Data

The Consignor shall protect and process any and all personal data of the Transporter pursuant to the provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), the applicable Personal Data Protection Act of the Republic of Slovenia and other applicable regulations of the Republic of Slovenia governing the protection of personal data.

18. Obveznost varovanja poslovne skrivnosti

18.1 Nobena Pogodbena stranka ne sme izkoriščati za svojo lastno uporabo ali izdati tretjemu poslovnih skrivnosti, ki jih je prejela od druge Pogodbene stranke in jih kot take določi druga Pogodbena stranka ter so bile prvi Pogodbeni stranki zaupane ali s katerimi je bila seznanjena na drug način.

18.2 Za poslovno skrivnost se štejejo tudi podatki, za katere je očitno, da bi nastala občutna škoda, če bi zanje izvedela nepooblaščen oseba. Pogodbena stranka je odgovorna za kršitev, če je vedela ali bi morala vedeti za tak značaj podatkov.

18.3 Vsi dokumenti predloženi Pogodbeni stranki, ki vsebujejo poslovno skrivnost druge Pogodbene stranke, se štejejo kot zaupni in jih je potrebno vrniti na zahtevo druge Pogodbene stranke. Prepovedano je kopiranje ali prenašanje teh dokumentov in zapisov nepooblaščenim tretjim osebam.

18.4 V izogib dvoma Pogodbeni stranki izrecno ugotavljata, da predstavlja vsebina Prevozne pogodbe (razen teh Splošnih pogojev poslovanja) poslovno skrivnost.

19. Prepoved škodljivega ravnanja

Vsaka Pogodbena stranka se je dolžna vzdržati vseh ravnanj, ki glede na naravo Prevozne pogodbe materialno ali moralno škodujejo ali bi lahko škodovala poslovnim interesom druge Pogodbene stranke.

20. Obveznost obveščanja

20.1 Vsaka Pogodbena stranka mora obveščati drugo Pogodbeno stranko o bistvenih okoliščinah, ki vplivajo oziroma bi lahko vplivale na izpolnjevanje njenih pogodbenih obveznosti in o vseh spremembah podatkov, ki vplivajo na izpolnjevanje pravic iz pogodbenega razmerja, ter o okoliščinah, s katerimi se Pogodbena stranka pri opravljanju svojega dela seznani in bi lahko bile bistvenega pomena za drugo Pogodbeno stranko.

18. Obligation of Professional Secrecy

18.1 Neither of the Contracting Parties may exploit for personal use or disclose to other parties the business secrets that it has received from the other Contracting Party and that are defined by said other Contracting Party as such, and that have been entrusted to the first Contracting Party or which have become known to said first Contracting Party in another manner.

18.2 The data for which it is obvious that significant damage could occur if an unauthorised person became aware of them shall also be considered business secrets. The Contracting Party is responsible for the breach if it knew or should have known about such nature of the aforementioned data.

18.3 All documents provided for the Contracting Party which include business secrets of the other Contracting Party are considered confidential and must be returned at the request of the other Contracting Party. Copying or transferring said documents and records to unauthorised third parties is prohibited.

18.4 To avoid any doubt, the Contracting Parties explicitly find that the content of this Transport Contract (with the exception of these General Terms and Conditions) is considered to be a business secret.

19. Prohibition of Harmful Conduct

Each of the Contracting Parties must refrain from any behaviour which could materially or morally harm the business interests of the other Contracting Party in relation to the nature of this Transport Contract.

20. Notification Obligation

20.1 Each of the Contracting Parties must inform the other Contracting Party of any crucial circumstances which shall or could influence its compliance with its contractual liabilities, and of any changes in the data which influence the exercise of rights set out in the contractual relationship, as well as of any circumstances that the Contracting Party becomes acquainted with during the performance of its work tasks and could be of crucial importance for the other Contracting Party.

20.2 Vsaka Pogodbena stranka mora obveščati drugo Pogodbeno stranko o vsaki grozeči nevarnosti za življenje, zdravje ali nastanek materialne škode, ki jo zazna pri opravljanju svojih obveznosti po tej Pogodbi.

21. Spori, sodna pristojnost in uporaba prava

21.1 Morebitne spore v zvezi s pogodbenim razmerjem bosta Pogodbeni stranki reševali sporazumno. V kolikor to ne bi bilo mogoče, je za reševanje sporov pristojno stvarno pristojno sodišče v Ljubljani.

22.2 V primeru spora se uporablja pravo Republike Slovenije.

23. Spremembe Splošnih pogojev poslovanja

Pošiljatelj ima pravico do sprememb in dopolnitev Splošnih pogojev poslovanja. Vse spremembe in dopolnitve Splošnih pogojev poslovanja in čistopis Splošnih pogojev poslovanja bodo objavljene na spletni strani Pošiljatelja.

24. Salvatorna klavzula

Morebitna neveljavna določba ali nezmožnost njene izvršitve, kot tudi neurejenost posameznega vprašanja v teh Splošnih pogojih poslovanja ne vpliva na veljavnost drugih določb in veljavnost Splošnih pogojev poslovanja kot celote. V primeru neveljavnosti ali nezmožnosti izvrševanja takšne določbe ali neurejenosti posameznega vprašanja v teh Splošnih pogojih poslovanja, bo takšno določbo ali pravno praznino nadomestila razlaga, ki je najbližja namenu Pogodbenih strank v času njene sklenitve, če se Pogodbeni stranki ne dogovorita drugače in je namen v skladu z veljavnimi predpisi.

20.2 Each of the Contracting Parties must inform the other Contracting Party of any danger to health or life or to the occurrence of material damages that it becomes aware of during the performance of its liabilities according to this agreement.

21. Disputes, Jurisdiction and Application of Law

21.1 Any disputes related to the contractual relationship shall be resolved by the Contracting Parties in an amicable manner. Failing that, the court in Ljubljana having jurisdiction on the substance shall be responsible for resolving said dispute.

22.2 In the event of a dispute, the law of the Republic of Slovenia shall be used.

23. Amendments to the General Terms and Conditions

The Consignor has the right to amend and supplement the General Terms and Conditions. Any amendments and supplements of the General Terms and Conditions, as well as the clean copy of said General Terms and Conditions, shall be published on the website of the Consignor.

24. Savings Clause

If any of the provisions becomes invalid, if it is no longer possible to enforce it or if any of the questions set out in these General Terms and Conditions should not be settled, this does not influence the validity of other provisions, nor the validity of the General Terms and Conditions as a whole. In the event of the invalidity or impossibility to enforce such provision, or in the event of the non-settlement of any individual questions set out in these General Terms and Conditions, such provision or legal void shall be replaced by the explanation which reflects, as closely as possible, the purpose of the Contracting Parties at the time that it was concluded, unless the Contracting Parties agree otherwise and if the purpose is in accordance with the applicable regulations.

25. Končna določila

25.1 Potrditev Splošnih pogojev poslovanja

Prevoznik:

- s Sprejemom Naročila, **(i)** kjer so Naročilu priloženi Splošni pogoji poslovanja ali **(ii)** kjer je v Naročilu navedena uporaba Splošnih pogojev poslovanja in internetna stran kjer so le ti razvidni, ali
- s sklenitvijo pisnega dogovora s Pošiljateljem o prevozu tovora, kjer **(i)** so priloženi Splošni pogoji poslovanja ali **(ii)** kjer je navedena uporaba Splošnih pogojev poslovanja in internetna stran kjer so le ti razvidni,

potrjuje, da je v celoti seznanjen s Splošnimi pogoji poslovanja in se z njimi v celoti strinja.

25.2 Vročitev in sprememba podatkov

Vsaka izjava Pošiljatelja se šteje za vročeno, če je bila dostavljena na naslov, ki ga je Prevoznik navedel na svoji Ponudbi oziroma Prevozni pogodbi. Vsako spremembo naslova ali drugih podatkov pomembnih za sklenjeno Prevozno pogodbo mora Prevoznik sporočiti Pošiljatelju v pisni obliki v roku 15 dni od dne nastanka takšne spremembe.

25. Final provisions

25.1 Confirmation of the General Terms and Conditions

The Transporter confirms:

- by accepting the Order which includes **(i)** the General Terms and Conditions or **(ii)** a statement on the use of the General Terms and Conditions and the website where they can be found, or
- by concluding a written agreement with the Consignor on the transport of freight, whereby said agreement includes **(i)** the General Terms and Conditions or **(ii)** a statement on the use of the General Terms and Conditions and the website where they can be found,

that they have been made aware of the entirety of the General Terms and Conditions and agree with them in their entirety.

25.2 Notification and Change of Data

Every statement of the Consignor is considered to be notified if it has been delivered to the address set out by the Transporter in its Offer or in the Transport Contract. Any change of address or other data which is important for the concluded Transport Contract must be communicated by the Transporter to the Consignor in writing within 15 days of the occurrence of said change.