



General Terms and Conditions

Compliance with Conventions, Laws, and Regulations

City Šped d.o.o. ("City Šped") operates in accordance with the applicable international and domestic conventions, laws, and regulations, including but not limited to:

- Hague-Visby Rules: <https://comitemaritime.org/>
- Montreal Convention: <https://www.iata.org/>
- CMR Convention: <https://treaties.un.org/>
- General Business Conditions of International Freight Forwarders of Bosnia and Herzegovina: <https://citysped.ba/general.pdf>
- Law on Obligations of Bosnia and Herzegovina, as well as all other laws and regulations in the countries of origin, transit, and destination of the goods.

City Šped is not obliged to verify the compliance of the involved parties ("Parties") with the applicable conventions, laws, and regulations. In the event of a conflict or uncertainty between the documents, advices, assessments, recommendations, offers, costs, and other information provided by City Šped ("Data") and the applicable conventions, laws, and regulations, the provisions of such conventions, laws, and regulations shall prevail.

Limitation of Liability

City Šped is not responsible for:

- Losses and direct or indirect damages incurred to the Parties due to force majeure (Force Majeure), including natural disasters, war, terrorism, strikes, or natural catastrophes.
- Losses and direct or indirect damages incurred to the Parties due to incorrect information, delays, or errors in documentation provided by the Parties.
- Losses and direct or indirect damages incurred to the Parties, including but not limited to carriers, customs authorities, and terminal and port operators.
- losses and direct and indirect damage incurred by the Parties due to any delays, regardless of the cause, including, but not limited to, unforeseen circumstances, customs procedures or force majeure, unless the delivery term is separately agreed.

Advisory and Informational Nature of Data

All Data is strictly advisory and informational, based on the information available at the time of preparation, and is not binding until the Transport order and/or Transport Instruction are confirmed or a contract is signed. The Client's decisions based on the given Data are made at the Client's discretion and risk, and City Šped is not responsible for their consequences.

Third-Party Services

City Šped is responsible for selecting and working with third parties, but this responsibility cannot exceed the liability defined by the applicable international conventions, the General Terms and Conditions of Freight Forwarders in Bosnia and Herzegovina, the Law on Obligations of Bosnia and Herzegovina, and other relevant conventions, laws, and regulations.

Transport Insurance

City Šped strongly recommends transport insurance of the goods to cover potential risks, including loss or damage to the goods, delays that may result in financial losses, and insurance for specific risks associated with the nature of the goods (e.g., perishable, hazardous, or high-value goods). Transport insurance, classified as All Risks ICC (A), is provided upon explicit request.

**Additional Costs**

City Šped reserves the right to charge costs that may arise from the negligence of the Parties, including but not limited to cancellation of a confirmed order, holding a vehicle longer than the necessary loading/unloading time for any reason, holding a vehicle due to the incorrect information, delays, or errors in documentation.

Invoice Payment and Complaints

Unless otherwise agreed, payments must be made within the period specified in the Transport order and/or Transport Instruction. If the Client fails to pay the invoice within the specified period, City Šped reserves the right to calculate legally prescribed default interest and to report the Parties to the LRC Credit Bureau. The deadline for complaints is eight (8) days from receipt of the invoice. The complaint must be justified and documented; otherwise, it will not be considered. Filing a complaint does not delay the payment of the undisputed part of the invoice or other undisputed invoices in full, according to the statement of open items.

Confidentiality of Data and Trade Secrets

All Data provided by City Šped is intended exclusively for the Parties and constitutes a trade secret. City Šped reserves the right to charge direct and indirect damages resulting from unauthorized sharing and misuse of data by any of the Party involved in a lump sum of 20,000.00 BAM, which does not exclude the right to claim any damages through the legal proceedings.

Legal Validity and Dispute Resolution

By confirming these Terms and Conditions, the Parties fully accepts them. All potential disputes shall be resolved amicably. If an amicable resolution is not possible, the jurisdiction of the Municipal Court in Zenica is agreed upon.