

GENERAL TERMS OF THE PROVISION OF FREIGHT SERVICES

1. GENERAL PROVISIONS

1.1. These General Terms of the Provision of Freight Services (hereinafter, General Terms) of Transimeksa UAB (hereinafter, Transimeksa) set forth and govern the relationship between Transimeksa and the Customer (hereinafter, Party or Parties) and the procedure for the provision of services.

1.2. Within the meaning of these General Terms, Transimeksa is understood as any company within the Transimeksa Group that notifies the Customer about the application of these General Terms when confirming an order.

1.3. The General Terms are an integral part of the Services Agreement concluded by and between Transimeksa and the Customer and apply to all agreements, one-time orders, arrangements concluded by email, other means of communication or by conduct (hereinafter, any agreement on the carriage of goods concluded in any form shall be referred to as the Order) whereby the Customer uses Transimeksa as a provider of freight service. The agreement may be concluded in any form and format that can be reproduced. The moment when Transimeksa starts transporting goods as ordered by the Customer shall also be considered as the conclusion of the Order.

1.4. The General Terms define the terms used, as well as the rights and obligations of Transimeksa and the Customer.

1.5. The services are provided in accordance with: carriage by road – Geneva Convention on the Contract for the International Carriage of Goods by Road (CMR Convention); carriage by sea – International Convention for the Unification of Certain Rules Relating to Bills of Lading of 1924 (Hague Rules), as amended by the Brussels Protocol of 1968 to Amend the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading (Visby Rules) and as amended by the Protocol (SDR Protocol) amending the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading of 25 August 1924 (Hague Rules), as amended by the Protocol of 23 February 1968 (Visby Rules) (hereinafter, the Hague–Visby Rules), carriage by air – Montreal Convention for the Unification of Certain Rules for International Carriage by Air of 28 May 1999 (Montreal Convention), carriage by rail – Convention concerning International Carriage by Rail (COTIF) of 9 May 1980, as amended by the Vilnius Protocol of 3 June 1999 (CIM) or, as the case may be, the 1951 Agreement on International Goods Transport by Rail (SMGS), Customs Convention on the International Transport of Goods under Cover of TIR Carnets (TIR Convention), other European Union and international legal acts regulating the international carriage of goods, the transport codes of the Republic of Lithuania, the Civil Code of the Republic of Lithuania, other legal acts of the Republic of Lithuania, these General Terms, and Orders.

1.6. Transimeksa may unilaterally change these General Terms without notifying the Customer in advance. In any case, the relationship between the Parties is subject to the version of the General Terms in force on the date of loading. The Customer undertakes to check the valid version of the General Terms before placing an order with Transimeksa. If the Customer uses the freight services provided by Transimeksa, it is considered that the Customer has agreed to the amended terms.

1.7. By placing an order or agreeing to the price offered by Transimeksa, the Customer confirms that he has read the General Terms, agrees with them and undertakes to comply with them.

2. TERMS AND DEFINITIONS

2.1. Capitalised terms in these General Terms shall have the following meanings, unless the context requires otherwise:

2.1.1. **Accompanying Documents** – documents submitted by the Sender and/or the Customer to Transimeksa together with the Cargo (including the consignment note) necessary for the carriage of the Cargo and customs formalities and other procedures related to the Cargo.

2.1.2. **Cargo** – the goods that Transimeksa undertakes to collect from the Sender and deliver to the Consignee according to the Order.

2.1.3. **Carrier** – a natural person or legal entity engaged in the carriage of goods for commercial purposes and who actually carries out all or part of the carriage of Cargo.

2.1.4. **Carriage** – transporting the Cargo from the Place of Loading to the Place of Unloading according to the Order, i.e., the time during which the Cargo is in the possession of the Carrier, regardless of whether it is in the vehicle, station, storage, or other place.

2.1.5. **Consignee** – a natural person or legal entity specified by the Customer who has the authority to accept the Cargo at the Place of Unloading specified in the Order.

2.1.6. **Customer** – a natural person or legal entity placing an Order with Transimeksa for the provision of Services.

2.1.7. **Demurrage** – charge for the time during which the vehicle is not carrying goods and cannot be used for activities due to delays in loading/unloading, or due to failure to prepare/deliver the documents related to the Carriage in a timely manner, delivery of incorrect documents, or due to the Customer's failure to fulfil other obligations.

2.1.8. **Pallet** – a pallet of goods (including EUR and FIN pallets) that ensures the permissible load capacity and allows safe handling of the goods during transport.

2.1.9. **Place of Loading** – the place at which the Cargo is loaded and the Sender delivers the goods for transport as specified in the Order.

2.1.10. **Place of Unloading** – the final destination at which the carriage ends, the Cargo is unloaded and delivered to the Consignee as specified in the Order.

2.1.11. **Sender** – the Customer or a natural person/legal entity duly authorised by the Customer to prepare the Cargo and the Accompanying Documents and to hand over the Cargo for transport to Transimeksa.

2.1.12. **Services** – the organisation and execution of Cargo transportation and related actions provided for in these General Terms and the Order.

2.2. A reference to any legal act shall be construed as a reference to the current version of the legal act (including any amendments made during any effective period of these General Terms).

2.3. Section headings and subheadings used in these General Terms do not affect the interpretation of these General Terms.

2.4. References to articles, paragraphs and annexes shall be construed as references to articles, paragraphs and annexes of these General Terms, unless otherwise stated or the context requires otherwise.

2.5. Capitalised terms or combinations thereof that are not defined in these General Terms shall be interpreted in accordance with the general rules on interpretation of contracts and the terms used in a particular sector.

3. ORDER

3.1. The terms and conditions for the provision of Services shall be confirmed in the Order concluded between the Parties and these General Terms, if Transimeksa has informed the Customer about the application of these General Terms to the provision of the Services agreed in the Order before the Carriage is performed. If, after being informed of the application of these General Terms, the Customer does not cancel the Order, the Customer shall be considered to have accepted these General Terms and shall be required to comply with them.

3.2. In the event of a conflict between the provisions of the Order and these General Terms, the General Terms shall prevail, unless the Parties agree otherwise in writing.

3.3. Transimeksa does not check whether the requirements specified in the Order are suitable for the carriage of a respective

Cargo, i.e., if the Customer does not provide special requirements for the vehicle, instructions regarding the properties of the Cargo, document processing, Transimeksa shall not be liable for the delivery of unsuitable vehicle, damage to the Cargo or any losses resulting from damage to/loss of the Cargo, improper processing of documents for the Cargo.

4. OBLIGATIONS OF THE PARTIES

4.1. The Customer undertakes to properly prepare the Cargo for Carriage and load it into the vehicle of Transimeksa. When preparing the Cargo for Carriage and loading it into the vehicle, the Customer must assess and take the necessary steps to ensure that the Cargo would not be damaged during transport due to sudden braking, road irregularities, constant vibration, load from above when the Cargo is stacked, and due to other circumstances. The Cargo must be loaded in accordance with the traffic requirements.

4.2. The Customer shall load and unload the Cargo at his own effort. If the Customer allows or instructs the driver of Transimeksa to load or unload the Cargo without the confirmation from Transimeksa, the Customer shall be liable for the damage caused to the Cargo, property and persons by the driver of Transimeksa, including the damage suffered by the driver of Transimeksa himself/herself.

4.3. The Customer undertakes to provide Transimeksa with all necessary and accurate documents and information necessary for the proper performance of the Service.

4.4. By placing an Order, the Customer guarantees that the Cargo delivered for the Carriage is not hazardous, does not include any goods or substances, the circulation of which is prohibited or illegal. If the Carriage of the Cargo requires special permits, the Customer is required to specify the special properties of the Cargo in the Order and deliver the documents necessary for the Carriage. Transimeksa shall have the right (but not the obligation) to request the Customer to present additional documents and information necessary for the Carriage of the Cargo.

4.5. The Customer is required to load the Cargo into the vehicle within 12 hours after the vehicle arrives to the Sender. If the vehicle arrives on a non-working day, the time for loading starts at 8 a.m. on the working day following such non-working day. If it is necessary to complete customs formalities, additional 8 hours shall be given for the latter.

4.6. The Customer is required to unload the Cargo from the vehicle within 12 hours after the vehicle arrives to the Consignee. If the vehicle arrives on a non-working day, the time for unloading starts at 8 a.m. on the working day following such non-working day. If it is necessary to complete customs formalities, additional 8 hours shall be given for the latter.

4.7. In case of a part load Service, the deadlines provided for in paragraphs 4.5 and 4.6 of these General Terms shall be shortened in half.

4.8. By placing an Order, the Customer undertakes to additionally notify Transimeksa if the value of the Cargo exceeds EUR 250,000.

4.9. The Customer is required to cooperate with Transimeksa throughout the Carriage, provide the necessary information, instructions, explanations.

4.10. In case of doubt as to the weight of the Cargo, the Customer shall be required to weigh the Cargo as requested by Transimeksa. If the Customer refuses or is unable to weigh the Cargo, Transimeksa may claim reimbursement of costs of weighing the Cargo from the Customer.

4.11. Transimeksa does not provide a Pallet exchange service; therefore, the Customer may not require Transimeksa to perform this service, submit any documents related to the return of pallets, their delivery to the Consignee, etc. The Customer may not set off any amounts related to the Pallet exchange.

4.12. If Transimeksa is missing any Cargo securing equipment (mats, corners, belts, etc.), the Customer may deliver/sell it to Transimeksa only after informing of such need the representative of Transimeksa with whom the terms of Order were agreed. Once the Carriage has been completed, Transimeksa shall not accept

any claims for payment for the securing equipment delivered to Transimeksa.

4.13. The Customer undertakes to properly fulfil other obligations of the Sender and Consignee provided for in the CMR Convention.

4.14. Transimeksa undertakes to properly provide the Services in accordance with the Order and statutory requirements.

4.15. Transimeksa shall have the right to use third parties for the execution of an Order. Transimeksa is required to ensure that such third parties hold all permits, certificates, consents, licences, and other documents and means required for the international carriage of goods by road.

4.16. Transimeksa is required to keep the Customer informed about the course of the Carriage, any problems encountered when loading, unloading, carrying the Cargo, completing customs formalities, and inform the Customer of any circumstances that may change the term of delivery of the Cargo or pose a threat to the security of the Cargo.

4.17. In the provision of the Service, Transimeksa must comply with the CMR Convention, TIR Convention and all other international and national legislation governing the international carriage of goods by road.

4.18. Transimeksa is required to comply with the European Agreement concerning the Work of Crews of Vehicles engaged in International Road Transport (AETR Agreement), Regulation (EC) No. 561/2006 of the European Parliament and of the Council, and the requirements of other international and national legislation concerning the work and rest time of drivers.

4.19. Transimeksa is required to ensure that all its employees are paid at least the minimum wage payable to employees in international transport in the respective country in whose territory the Services are provided. Transimeksa shall also ensure compliance with the employment, occupational safety and health, non-discrimination requirements of all countries in whose territory the Services are provided (including requirements for the preparation of additional documents, declarations, etc.).

4.20. Throughout the Carriage, the Carrier is required to hold a valid Community Licence, carrier's liability insurance and all other documents necessary for proper and lawful transport of goods.

5. PAYMENT ARRANGEMENTS

5.1. For the Services received, the Customer shall pay to Transimeksa the price agreed in the Order. If such price has not been agreed or the Place of Loading and/or Unloading changes after the Order has been confirmed, the Customer shall pay to Transimeksa two euros per each kilometre travelled during the Carriage.

5.2. The Parties agree that the price specified in the Order includes only the services expressly listed in the Order. Any additional services provided in the course of execution of the Order at the separate instruction of the Customer or additional costs incurred by Transimeksa and not discussed in the Order shall be included in the invoice issued for the Services provided based on the Order as additional services and/or additional costs.

5.3. At the request of Transimeksa, the Customer shall be required to immediately reimburse or cover by an advance payment any potential costs and losses of Transimeksa related to the execution of additional instructions or deliver collateral to secure the reimbursement of such costs and losses, regardless of the agreed terms of payment for the Services.

5.4. The Customer shall make payments to Transimeksa by transferring the funds to the bank account specified in the invoice issued to the Customer. Payment by check or by offsetting claims of the same type is permitted only with the express consent of Transimeksa.

5.5. The Customer shall pay the invoice within the term specified in the Order. If the term has not been agreed, the invoice shall be paid within 5 days from the moment it was received.

5.6. The invoice and consignment note or other Accompanying Documents shall be sent by email. No original documents shall be delivered to the Customer by mail. Transimeksa guarantees that



the invoice and the Accompanying Documents delivered by email correspond to their originals.

5.7. Delivery of invoices and additional documents by email is considered equivalent to the delivery of the original documents; therefore, if the payment period starts to run from the receipt of the original documents by mail, the moment of their receipt shall be the moment of sending the email.

5.8. If the Customer wishes to receive the originals of the invoice and/or the Accompanying Documents, Transimeksa undertakes to deliver them within the shortest possible time, and the Customer undertakes to pay to Transimeksa EUR 10.00 as a reimbursement of administrative costs related to the collection and sending of documents. The amount of administrative costs shall be added to the price of the Services provided or a separate invoice shall be issued.

5.9. The Customer may not deduct any amounts from the amount payable to Transimeksa for its Services without the consent of Transimeksa.

5.10. Should the Customer delay in paying for the Services received, Transimeksa may claim, and the Customer shall be required to pay annual Interest of 8 per cent of the outstanding amount.

5.11. Transimeksa may transfer the claim for debt collection to a debt collection company if the Customer has missed the payment deadline by more than 30 days. The Customer must pay not only the unpaid invoice, but also all fees for the services of the debt collection company according to the price list of the debt collection company.

5.12. Each Party shall cover its wire transfer fees.

5.13. All payments shall be made in euros.

6. LIABILITY OF THE PARTIES

6.1. Transimeksa shall be liable for the loss, shortage, or damage of part or all of the Cargo during the Carriage.

6.2. Transimeksa may not be held liable for any damage resulting from the loss, shortage, damage, and delay in delivery of the Cargo, as well as for other damage, including damage caused to third parties, if such damage was caused:

6.2.1. by a mistake of the Customer or violation of the terms of the Order

6.2.2. by the properties of the Cargo, e.g., due to breakage, leakage, spoilage, corrosion, mould, fermentation

6.2.3. by improper or insufficient packaging

6.2.4. by incorrect or incomplete address or labelling of the Cargo

6.2.5. by non-performance or damage caused by force majeure

6.3. If the terms of the Order were violated as a result of non-performance or improper performance of the carriage agreement, the liability of Transimeksa to the Customer shall be determined in accordance with the same rules according to which the actual carrier is liable to Transimeksa.

6.4. If the Customer fails to fulfil the obligation provided for in paragraph 4.8 of these General Terms, the liability of Transimeksa for the Cargo shall in all cases be limited to EUR 250,000.

6.5. The Customer shall reimburse Transimeksa for the losses resulting from improper loading and packaging of the Cargo, exceeding the maximum authorised gross weights or authorised axle loads at any stage of the Carriage.

6.6. If the Customer fails to provide Transimeksa in writing with the information or documents necessary for Transimeksa, Transimeksa shall have the right to suspend the execution of the Order until such information or documents are provided, and the Customer shall reimburse Transimeksa for the losses incurred by Transimeksa as a result of the Customer's failure to fulfil his obligations.

6.7. Transimeksa shall not assume liability in case of late delivery of the Cargo if it is due to actions of the Sender, Consignee or public authorities (not Transimeksa), or due to circumstances which Transimeksa could not have foreseen on the date of confirming the Order. In any event, Transimeksa shall reimburse the Customer for late delivery of the Cargo in accordance with the procedure set forth

in the CMR Convention. Transimeksa shall not assume liability for penalties paid by the Customer to third parties due to late delivery of the Cargo.

6.8. In case of a forced Demurrage, including cases where the Customer fails to respect the deadlines prescribed by paragraphs 4.5 and 4.6, the Customer pays to Transimeksa a penalty of EUR 100 for each day of the Demurrage. If the Demurrage lasts for more than three days, as of the fourth day, Transimeksa may claim, and the Customer undertakes to pay twice the penalty for each day of the Demurrage. The penalties provided for herein shall be considered as the minimum losses of Transimeksa which shall not require further proof.

6.9. Transimeksa shall not cover indirect losses or loss of profit.

7. PROCESSING OF PERSONAL DATA

7.1. When processing personal data, Transimeksa complies with the applicable data protection laws, international data protection laws and regulations, orders, instructions and recommendations issued by the competent data protection authorities. The Privacy Policy which is an integral part of the General Terms is available on the website of Transimeksa or can be obtained by contacting the company by email to info@transimeksa.com.

7.2. Transimeksa processes the following types of data:

7.2.1. contact details of the Customer, Sender and Consignee (name, surname, address, location, telephone number, email address)

7.2.2. the Customer's payment information

7.3. Personal data are processed in the manner specified in the Privacy Policy and only to the extent necessary for the provision of the Services, i.e., to collect, sort, transport, deliver the Cargo and complete customs formalities. In other cases, i.e., for marketing campaigns, Transimeksa processes personal data with the consent of the Customer.

7.4. When providing the Service, personal data may be transferred without the additional permission of the respective Customer to the following persons:

7.4.1. persons used for the provision of services

7.4.2. individuals and public authorities to whom the data must be transferred while providing the Service, in accordance with the law or in order to protect the public interest.

7.5. Transimeksa retains personal data for as long as is necessary to achieve the stated purpose or until the statutory deadline.

7.6. Transimeksa shall take appropriate organisational and technical safeguards to ensure the necessary level of protection of personal data.

7.7. The Customer shall have the following rights related to the processing of personal data:

7.7.1. to receive information from Transimeksa about their personal data and use thereof in accordance with the procedure and to the extent established by law

7.7.2. in cases prescribed by law, to demand that Transimeksa terminate the use of personal data, as well as to demand the correction, termination, and deletion of personal data

7.7.3. agree with or prohibit the use of their personal data for direct marketing or for marketing purposes, by notifying Transimeksa thereof

7.7.4. apply to the Data Protection Inspectorate or court in case of violation of rights

8. CLAIMS

8.1. The Parties confirm that, if the Customer/Consignee accepts the Cargo without assessing the condition of the Cargo in the presence of the Carrier and without making any claims against the Carrier regarding a loss or damage of the Cargo/part thereof, the Customer shall be deemed to have accepted the Cargo in the condition specified in the consignment note unless proven otherwise. In the case of apparent loss or damage, claims against Transimeksa shall be made at the latest at the time of accepting the Cargo or, where the loss or damage that occurred during the Carriage is not apparent, not later than within 7 working days after



accepting the Cargo (excluding Sundays and public holidays). In all cases, the Customer undertakes to ensure the possibility for independent experts to inspect the Cargo. Claims against Transimeksa shall be made in writing.

8.2. If the Cargo is not delivered within the terms specified in the Order, the Customer shall be required to make a written claim against Transimeksa not later than within 21 calendar days.

8.3. Transimeksa shall have the right to request the Customer to present all documents necessary to examine the claim regarding the loss or damage of the Cargo.

9. Miscellaneous

9.1. Failure by any of the Parties to exercise its rights under this Agreement shall not affect its right to exercise the same rights in the future unless the Agreement expressly provides otherwise.

9.2. The moment of receipt of emails and documents shall be the moment when the email was sent.