

## GENERAL CONDITIONS FOR CARRIAGE OF CARGO

### 1. DEFINITIONS AND INTERPRETATION OF THE AGREEMENT

1.1. The definitions indicated in this Agreement shall have the indicated meanings, unless otherwise conferred upon them in the context of the agreement:

1.1.1. **Agreement** means this Agreement, annexes to the Agreement, agreements on amendment and/or supplement of this Agreement, Orders.

1.1.2. **Customer** means UAB TRANSIMEKSA or any other legal entity belonging to UAB TRANSIMEKSA group of companies, the details of which are specified in the Order, entrusting the Carrier to perform the Services.

1.1.3. **Carrier** means a legal entity or a natural person who has received the Order for execution and delivery of the Services from the Customer, the details of which are specified in the Order.

1.1.4. **Parties** means the Customer and the Carrier.

1.1.5. **Services** means the organization, transportation of the cargo and related operations provided for in this Agreement and/or Order.

1.1.6. **Sender** means the Customer or his duly authorized natural or legal person specified in the Order, which transfers the Cargo for carriage.

1.1.7. **Consignee** means a natural or legal person specified by the Customer, who is authorized to accept the cargo at the Unloading place specified in the Order.

1.1.8. **Loading place** means the place of loading indicated in the Order, where the Sender transfers the cargo for carriage.

1.1.9. **Unloading place** means the final destination indicated in the Order, where the carriage ends, the cargo is unloaded and handed over to the Consignee.

1.1.10. Consignment note means a document confirming the freight forwarding agreement, according to which the Sender transfers the Cargo to the Carrier, under which the Freight forwarding is carried out, and under which the Cargo is transferred to the Consignee. The Carrier must make sure and ensure that in each Consignment note the data of Cargo, Loading place, Unloading place, Sender and Consignee, quantity of the Cargo, as well as other information relevant to proper carriage are indicated.

1.1.11. **Cargo** means an item (s) which the Carrier undertakes to accept from the Sender, deliver and hand over to the Consignee in accordance with the Agreement/Order.

1.1.12. Order means the assignment obligatory for both parties for the Carrier to provide the Services submitted by facsimile or other electronic communications terminal equipment (e-mail, Whatsapp, Viber, telephone, fax, etc.).

1.1.13. **Vehicle** means a specialized vehicle for the carriage of Cargoes in accordance with the requirements established by legal acts.

1.1.14. **Driver** means a person representing the interests of the Carrier who manages the Vehicle, is authorized to carry Cargoes, receive them from the Sender and hand over to the Consignee, fill in all the documents required for the carriage of Cargo.

1.1.15. **Cargo delivery term** means the period necessary for the carriage of Cargo agreed by of the Parties in the Order.

1.1.16. **Authorized person** means a natural or legal person to whom the Customer or the Carrier has granted the right to perform certain actions on his own behalf.

1.1.17. **Price** means the amount of money agreed by the Parties in the Ordered to be paid by the Customer to the Carrier for the services rendered.

1.1.18. **Third country** means a state or its territory outside the customs territory of the Community as defined in Article 3 of the Community Customs Code.

1.2. The titles of the articles of the Agreement and other provisions are written for convenience reasons only, and this shall not affect the interpretation of the Agreement.

1.3. The reference to any legal act shall be understood as a reference to the relevant wording of legal act (with all amendments made during any period of validity of this Agreement).

1.4. The headings and the titles of sections used in the Agreement shall not affect the interpretation of this Agreement.

1.5. References to “articles”, “subparagraphs” and “annexes” shall be understood as references to articles, subparagraphs and annexes to this Agreement, unless otherwise specified or is inappropriate according to the context.

1.6. Definitions or combinations thereof used in this Agreement or in the Order agreement, which are written in capital letters, but are not explained in this Agreement, shall be interpreted accordingly in accordance with the general rules for the interpretation of contracts and the terms used in a particular sector.

1.7. All annexes, supplements and amendments to the Agreement upon conclusion of the Agreement shall be considered as an integral part of the Agreement. If there are any inconsistencies or contradictions between the annexes, supplements and amendments, the Agreement shall prevail, unless otherwise stated in the annex, supplement or amendment.

## **2. SUBJECT OF THE AGREEMENT**

2.1. By the Agreement, the Carrier shall undertake to accept the Cargo from the designated Sender at the Loading place specified by the Customer, to deliver it to the Unloading place on time and appropriately and transfer it to the Consignee specified by the Customer, and the Customer shall undertake to pay to the Carrier the price agreed by the Parties for the Services rendered.

2.2. The terms of the Agreement shall apply to any Carrier providing the Services to the Customer, but shall not create the obligation for the Customer to order constantly the Services from the Carrier.

2.3. Mutual obligations, duties and responsibilities of the Customer and the Carrier shall be established in accordance with the Convention on the Contract for the International Carriage of Goods by Road (CMR), the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR Convention), the Customs Convention on the International Transport of Goods under Cover of TIR Carnets (TIR Convention), other legislation of the European Union and international legislation regulating the international carriage of goods, the

Transport Code of the Republic of Lithuania, the Civil Code of the Republic of Lithuania, and other laws of the Republic of Lithuania.

### **3. ORDER**

3.1. The terms and procedures for the provision of the Services are discussed in the Agreement and the Order agreed upon by the Parties.

3.2. After the receipt of the Customer's Order, the Carrier shall undertake to submit the confirmation to accept the Order or refusal to execute it to the Customer no later than within 1 working day from the receipt of the Order.

3.3. The Order shall be deemed confirmed by the Carrier upon confirmation thereof by the Carrier in writing, by returning the signed Order to the Customer, indicating that the Vehicle will be delivered to the Loading place, or tacitly agrees to transport the Cargo. In all cases, the agreement of the Parties shall be deemed concluded in writing if the Carrier submits the Vehicle for the Freight forwarding specified by the Customer.

3.4. Any corrections of text of the Agreement or the Order not approved by both Parties in writing shall be invalid. In the event that the Carrier has corrected, deleted or supplemented the terms of the Order, but the Customer has not approved the amendments in writing, and the Carrier submitted the Vehicle for loading, the Agreement between the Parties shall be deemed to have come into force without any corrections, deletions or supplements, and the corrections made by the Carrier shall have no effect on the performance of the Agreement.

3.5. In cases where the Order and the terms of this Agreement are in conflict with each other, priority shall be given to the Order.

### **4. RIGHTS AND OBLIGATIONS OF THE PARTIES**

4.1. Rights and obligations of the Customer.

4.1.1. The Customer shall have the right to dispose of the Cargo, to provide the Carrier with instructions on the course of the carriage, to give instructions to stop the Carriage of Cargo, to change the Unloading place of the Cargo or to deliver the Cargo to another Consignee than indicated in the CMR Consignment note or the Order, and the Carrier must obey the instructions of the Customer until the second copy of the Consignment note is transferred to the Consignee. If the Consignee refuses to accept the Cargo, the Customer shall reserve the right to dispose of the Cargo.

4.1.2. The Customer shall have the right to cancel the Order without any compensation, penalties, indemnification for losses and other sanctions if the Carrier is informed about the cancellation of the Order at least 1 (one) day before the date of delivery of the Vehicle specified in the Order to the Loading place. The Order may be cancelled in accordance with the procedure and terms specified in this subparagraph, regardless of whether the Carrier's Vehicle has already arrived at the Loading place or not.

4.1.3. In case of an event which may result in the right of claim of the Customer to the Carrier (violation/loss of the Cargo, delays in delivering, etc.), the Customer, without any sanctions, shall

have the right to withhold all and any contracts and all other ones concluded based on this Agreement between the Customer and the Carrier before the Parties agree on the payment of damages and/or payment of penalties, regardless of whether the Carrier has transferred its claim to third parties under the said contracts. Such retention of amounts payable to the Carrier shall not violate the Carrier's rights and is an appropriate means to ensure the interests of the Customer.

4.1.4. The Customer shall also be entitled to credit the claim amounts of the Customer to the Carrier unilaterally in accordance with this and any other contract concluded between the Customer and the Carrier payable by the Customer, including in cases where the Carrier has transferred his financial claim under such contracts to third parties.

4.1.5. The Customer shall undertake to ensure submission of the Cargo to the Carrier at the Loading place.

4.1.6. The Customer shall undertake to pay to the Carrier for the proper and timely delivery of Services specified in the Order.

4.1.7. The Customer shall undertake to provide the Carrier with information about the Cargo, the conditions for its transportation, accompanying Cargo documents and the information available necessary for the execution of customs and other formalities. The Customer can indicate the place where the Carrier is obliged to take the Cargo documents himself or to indicate to the Carrier what additional actions are to be performed with accompanying Cargo documents. The Parties may also agree that the execution of certain documents is the responsibility of the Carrier.

4.1.8. The Customer shall undertake to ensure that the loading/unloading of the Cargo will be carried out within one working day, and if loading/unloading is carried out in the Third countries – two working days from the moment of arrival of the Vehicle at the Loading place/unloading. The working day in this subparagraph shall be understood in the manner prescribed by the law of the country where the loading/unloading takes place. Where the Carrier arrives at the Loading place/unloading later than 9:00 am local time (if the Order provides for the exact arrival time, later than the set time) or non working day, the time limit for loading/unloading shall start from 9:00 am local time of the next working day. Failure of the Carrier to arrive at the Loading place for more than two hours, noncompliance with terms of loading/unloading specified in this subparagraph shall not be considered an inadequate execution of obligations by the Customer, and the Customer shall not be responsible for the delay in loading/unloading the Cargo.

4.1.9. The Customer shall undertake to execute reasonable and legitimate requirements of the Carrier regarding loading and/or arrangement of the Cargo in the Vehicle. If the Sender refuses to comply with such requirements of the Carrier, the Carrier must immediately inform the Customer in writing and wait for further instructions of the Customer.

4.2. Rights and obligations of the Carrier.

4.2.1. The Carrier shall have the right to choose a route for carriage of the Cargo that would ensure proper performance of the obligations.

4.2.2. The Carrier shall undertake to observe independently and to ensure that third parties will also observe the requirements of the legislation of the country in which the services are provided, regulating the work of drivers, including, but not limited to the requirements in relation to

minimum wage, work time regime, rest conditions for drivers, provisions for mission, etc. Upon request of the Customer, the Carrier shall undertake to submit documents and explanations confirming proper observance of the applicable international and national legislation by the Carrier and third parties invoked by him. The latter obligation shall remain after the expiry of the Agreement or completion of the execution of the Order.

4.2.3. The Carrier shall have the right to actual reimbursement of additional expenses incurred solely in connection with the execution of additional instructions of the Customer, which substantially modify the data specified in the Order and/or the Consignment note. The additional costs incurred due to increased distance between the Loading place and the Unloading place shall be reimbursed in proportion to the Price for the initial distance. If the distance between the Loading place and the Unloading place decreases, the Price will also be reduced in proportion to the Price for the initial route. Other expenses shall be reimbursed only upon prior agreement of them with the Customer.

4.2.4. The Carrier and/or third parties engaged for the provisions of the Services must provide all necessary permits, certificates, consents, licenses and other documents and means necessary for the carriage of cargoes, including, but not limited to, a copy of the CMR insurance certificate, a compulsory civil liability insurance certificate of the owner of the vehicle, vehicle registration documents, documents proving the performance of the technical inspection of the vehicle, documents for the legal management of the vehicle (if applicable), forms of CMR consignment notes, a copy of the European Community authorization to engage in international road haulage operations, trip permits, the documents confirming professional qualification of a driver as well as his right to work, equipment necessary for payment of road taxes, straps for fixing the Cargo and other Cargo fastening tools, including documents, permits and certificates necessary for carriage of dangerous goods (ADR Cargo), if applicable in case of particular carriage. The violation of this subparagraph shall be considered a material breach of the Agreement.

4.2.4.1. Where the carriage requires ADR certification, the Carrier must, before the transport begins, provide a valid ADR driver training certificate for each driver carrying dangerous goods and ensure it remains valid throughout the carriage; these certificates must be uploaded and retained in the carrier's file together with the other documents listed in Section 4.1.

4.2.4.2. Where the Carrier's activities involving dangerous goods (carriage, packing, loading, filling or unloading) trigger the ADR/RID or other applicable-law requirement to appoint a Dangerous Goods Safety Adviser (DGSA), the Carrier must have a qualified DGSA appointed, ensure the DGSA performs all statutory duties (including preparing the annual report), and provide proof of the DGSA's appointment and qualification to the Customer upon request.

4.2.5. The Carrier and/or third parties engaged by the Carrier for the provision of the Services shall comply with the requirements of the Customer's Supplier Code of Conduct and Customer's Supplier Sustainability Policy.

4.2.6. The Carrier shall undertake to ensure that, during the execution of the Agreement, the employees of the Carrier or third parties engaged by the Carrier, will observe the requirements of the legislation on fire safety, hygiene, occupational safety, environmental protection, personal data

protection, other requirements set out in the Agreement and the legislation regulating the Carriage Services, as well as reasonable instructions of the Sender, the Customer and the Consignee.

4.2.6.1. The Carrier must comply with driving-time, working-time and rest-period requirements under applicable law (including the AETR Agreement and EU Regulation (EC) No 561/2006), use tachographs as required, keep driving-time and rest-period records for at least one (1) year, and provide them to the Customer for inspection upon request.

4.2.6.2. The Carrier must have and enforce an alcohol and drugs policy prohibiting drivers from working under the influence of alcohol or other psychoactive substances, provide for a testing regime (e.g. pre-trip or random checks), and set out clear consequences for breach; the Carrier must provide a description of this policy to the Customer upon request.

4.2.6.3. The Carrier must apply a documented driver-selection process covering at least: verification of the driver's licence and relevant qualifications (including ADR where applicable), a check of the driver's history of violations/penalties, mandatory initial and periodic training on safety and operating procedures, and retention of records of these checks; the Carrier must provide a description of this selection process to the Customer upon request.

4.2.7. The Carrier shall undertake to insure his civil liability with CMR insurance. The amount insured shall be not less than the value of the Cargo to be transported, but, in all cases, not less than EUR 300,000 (three hundred thousand), the CMR insurance shall be valid for all types of Cargo to be transported and on all territories through which the Cargo is carried. The Carrier must ensure that the CMR insurance is valid throughout the entire carriage of the Cargo. At separate request of the Customer, the Carrier must submit a copy of the valid CMR insurance and documents confirming payment to the Client at the latest within one hour. The violation of this subparagraph shall be considered a material breach of the Agreement.

4.2.8. The Carrier shall have the right to engage third parties for the execution of the Order only with the prior written consent of the Customer and having ensured that third parties will follow the requirements specified in the Agreement and the Order. For the breach of this obligation, the Carrier shall be required to pay the Customer a penalty of 2000 EUR.

4.2.9. The Carrier shall undertake to provide the Customer with the state registration numbers of the Vehicle and the registration certificate, which is scheduled to execute the Order, at least one working day before loading.

4.2.10. The Carrier undertakes to provide, on time, a vehicle agreed by the Parties that is suitable for the safe transportation of the Cargo, technically sound, clean, leak-proof, free from any foreign odors, equipped with cargo securing equipment and ADR equipment (if required), and compliant with the requirements specified in the Order. The driver of the vehicle must possess all documents necessary for operating the vehicle and transporting the Cargo. The provision of a vehicle that does not meet the requirements set out in this clause shall be deemed equivalent to the non-provision of a vehicle, which gives rise to the Carrier's liability as provided for in the Contract. The Customer shall have the right to require the Carrier to pay an amount of 300 EUR. A breach of this clause shall be considered a material breach of the Contract.

4.2.10.1. The Carrier must ensure that every vehicle is equipped with the necessary personal protective equipment (PPE) for the driver (e.g. hi-vis vest, protective gloves) and standard emergency equipment (fire extinguisher, warning triangle/sign, first-aid kit), and, when carrying dangerous goods, the additional equipment and PPE required under ADR.

4.2.10.2. The Carrier must ensure that every vehicle is equipped with the necessary personal protective equipment (PPE) for the driver (e.g. hi-vis vest, protective gloves) and standard emergency equipment (fire extinguisher, warning triangle/sign, first-aid kit), and, when carrying dangerous goods, the additional equipment and PPE required under ADR.

4.2.11. The Carrier must act diligently and honestly according to the standards of the person who knows his work and professionally provides service and undertakes to take all possible measures to ensure that the Cargo would preserve all properties that were at the time of loading at the time of the carriage thereof. The Carrier must observe the provisions of all applicable legislation of relevant wording on cargo safety requirements.

4.2.12. The Carrier shall ensure that the drivers are reachable by phone during the transportation of the Cargo, and that the Vehicle is equipped with a vehicle tracking system, alarm systems, and other security measures. Before commencing the execution of the Cargo transportation order, the Carrier must provide the Customer with the driver's name, surname, and contact details, as well as real-time vehicle tracking system data operating throughout the entire transportation period.

4.2.12.1. The Carrier must comply with cargo and transport security requirements under applicable law, secure the vehicle while parked or stopped (using secure/attended parking areas, activating alarm/tracking systems), restrict unauthorised access to the cargo, and, where required by the Customer or the nature of the cargo, apply additional security measures (e.g. compliant with TAPA or equivalent standards).

4.2.12.2. The Carrier must maintain and provide to the Customer a 24/7 emergency contact number for reporting accidents, incidents, or threats to cargo security, and must have a documented emergency-response procedure describing who is notified, within what time frame, and what actions are taken in the event of an accident, breakdown, or other incident.

4.2.13. If the information provided in the Order of the Customer about the Cargo or the conditions of the carriage thereof is inaccurate or inadequate, the Carrier must find out all inaccuracies and missing information that may be necessary for proper carriage of the Cargo (Cargo weight, volume, characteristics, technical requirements for the vehicle, additional equipment, if required, procedures, a ban on Cargo reloading, etc.).

4.2.14. At the Loading place, the Carrier must ensure that the following details are indicated on the

Consignment note:

4.2.14.1. The place and date of drawing up the Consignment note;

4.2.14.2. Name and address of Sender;

4.2.14.3. Name and address of the Carrier;

4.2.14.4. Date and Loading place and Unloading place;

4.2.14.5. Name and address of Consignee;

4.2.14.6. Identification mark of the type of cargo, type of packaging thereof, and, in the case of dangerous goods, the hazard class and number;

4.2.14.7. Number of cargo places, arrangement and numbers thereof;

4.2.14.8. Gross mass of the cargo or the quantity of goods expressed in other units of measure;

4.2.14.9. Payments related to the carriage (freight charge, additional payments, customs duties and charges, and other payments to be paid from drawing up a contract until delivery of the cargo);

4.2.14.10. Customs formalities and other necessary instructions;

4.2.14.11. Other required data.

4.2.15. At the Loading place, the Carrier must ensure that the information contained in the Consignment note does not conflict with the information contained in the Order, and, in case of any contradiction, may leave the Loading place only upon receipt of the confirmation of the Customer that the carriage may be carried out in accordance with the information indicated on the Consignment note. The Carrier assumes all risks and liability for non-compliance with the requirements of this subparagraph.

4.2.16. The Carrier must participate in the loading of the Cargo and check the quantity, the marking and the numbering of the Cargo accepted for the carriage according to the data of the documents accompanying the Cargo, as well as check the external condition of the Cargo and the packaging as well as the suitability for safe transportation of the Cargo, including the temperature of the Cargo. If the driver is not allowed to participate in the loading of the Cargo or it is not possible to check the compliance of the data of loaded Cargo with the documents accompanying the Cargo for other reasons, the Carrier must immediately inform the Customer in writing without leaving the Loading place, wait for further instructions of the Customer and reasonably mention this fact in all copies of the Consignment note of the Cargo. In case of failure to comply with the requirements specified in this subparagraph, the Carrier assumes all risks due to possible losses.

4.2.17. Upon detection by the driver of the Carrier of any inconsistencies between the quantity, marking, numbering of places of the Cargo with the Cargo documents and/or any damage to the Cargo and/or the packaging thereof, inappropriateness of the package, shortage and/or excess of the Cargo, improper temperature of the Cargo, etc., the Carrier must immediately inform the Customer in writing without leaving the Loading place, receive further instructions from the Customer and indicate the discrepancies found in all copies of the Consignment note. In case of failure to comply with the requirements specified in this subparagraph, the Carrier assumes all risks due to possible losses.

4.2.18. The Carrier must ensure that the Sender is familiar with all the marks made on the Consignment note of the Cargo, has understood them and confirmed the correctness thereof.

4.2.19. The Carrier must check that the Sender has loaded the Cargo in such a way as to ensure its safe transportation and to avoid the permissible overloads of the Vehicle, as well as must attach the Cargo properly with straps and other necessary fastening items. In the event of any uncertainties associated with the arrangement or attachment of the Cargo, in case of observance of improper loading or arrangement of the cargo in the Vehicle, inappropriate, insufficient Cargo packaging, risk factors related to loading/reloading/unloading of the Cargo, any other obstacles,

events, actions or inactions interfering with proper execution of the obligations provided for in the Agreement herein, the Carrier must immediately contact the Customer in writing and receive appropriate instructions. In case of failure to comply with the requirements specified in this subparagraph, the Carrier assumes all risks due to possible losses.

4.2.20. The Carrier must periodically check the attachment of the Cargo during the carriage. In addition, the anchorage must be checked after unloading part of the cargo, in case of emergency braking or other extreme situations during the drive.

4.2.21. When accepting the Cargo for carriage, the Carrier must accept and verify the documents accompanying the Cargo, the sufficiency thereof, compliance with the Cargo and the requirements of the legislation. In case of failure to comply with the requirements specified in this subparagraph, the Carrier assumes all risks due to possible losses.

4.2.21.1. The Carrier shall pass on all transport and customs documents related to the cargo (including, where applicable, the CMR consignment note, customs declarations, and Equipment Interchange Receipts (EIR)) to every subsequent participant in the transport chain (sub-carriers, terminals, forwarders) engaged during the carriage, and shall ensure that each chain participant receives, in good time and in proper form, all documents necessary to perform its function.

4.2.22. The Carrier shall undertake to consult and cooperate with the Customer when resolving problems arising during the execution of the Agreement.

4.2.23. The Carrier must inform the Customer about the exact location of the Vehicle every day, no later than by 10:00 a.m. local time of the Customer. Upon receipt of additional request of the Customer regarding the location of the Vehicle, reasons for delay in submitting the Vehicle for loading or delaying the delivery of the Cargo, the Carrier must provide accurate and true information in writing within one hour of receipt of such request.

4.2.24. The Carrier must ensure that during the carriage, the vehicle with the cargo and the documents accompanying the Cargo are not left unattended, the Vehicle stops and stands only in secure parking lots, all necessary measures are taken to prevent unauthorized access into the Vehicle when the driver is not in the Vehicle. It is prohibited to detach and leave a trailer/container containing the Cargo separately from the haulage truck.

4.2.25. The Carrier shall undertake to deliver the Cargo to the Consignee at the time specified in the Order. If the Order does not contain a specific delivery date of the cargo, the Carrier must ensure that the vehicle travels the shortest/fastest way from the Loading place to the Unloading place and that the average daily distance travelled by the vehicle with the Cargo is at least 400 (four hundred) km.

4.2.26. The Carrier must ensure that the driver of the Vehicle travels safely, chooses the speed corresponding to traffic conditions and requirements, avoids sudden change of direction and braking.

4.2.27. The Carrier must participate in the unloading of the Cargo and check the quantity of the unloaded Cargo and the external condition of the Cargo as well as the packaging thereof. Upon disclosure of any facts related to possible damage and/or defect of the Cargo and/or its packaging, the Carrier must immediately inform the Customer in writing and obtain further instructions.

4.2.28. The Carrier shall undertake to ensure that the Cargo has been transferred to the person entitled to receive it, i.e. must ensure that the title or name and surname of the Consignee indicated in the CMR consignment note and/or the Order coincides with the name or surname of the person who confirmed the receipt of the Cargo by his signature. In case of doubt about the Unloading place, the authority of the representative of the Consignee to accept the Cargo or any other reasons, which may affect the delivery of the Cargo to the appropriate Consignee, the Carrier must immediately contact the Customer and receive instructions for further transportation of the Cargo. If due to improper execution of these duties the Cargo is transferred to the wrong Consignee, the Carrier shall be liable as for the full loss of the Cargo. The violation of this subparagraph shall be considered a material breach of the Agreement.

4.2.29. Upon delivery of the Cargo to the Unloading place, the Carrier must demand to confirm the transfer of the Cargo to the Consignee by the signature of an authorized person of the Consignee and the stamp of the Consignee additionally specifying the name, surname of the person accepting it as well as the date of delivery in the Cargo Consignment note.

4.2.30. If the Consignee refuses to accept the Cargo, the Carrier must immediately inform the Customer in writing about this and receive his instructions on how to proceed with the Cargo. The Customer shall have the right to indicate another Consignee, to order to return the Cargo to the Customer or to prescribe to behave in accordance with his other instructions. If the Cargo is not accepted due to the fault of the Carrier, including cases where the Cargo is not accepted due to the damage and/or defects thereof, the Carrier must execute the instructions received to his account, and in case where the Carrier refuses to fulfil instructions – to compensate all expenses incurred by the Customer resulting from such refusal.

4.2.31. Where it is required based on specific properties of the Cargo, the Carrier must ensure that the equipment supporting the temperature regime of the Vehicle functions properly and continuously, and that during the entire carriage, the required Cargo temperature specified in the respective Order and Consignment note is ensured, and in the absence of specific temperature indication, without leaving the Loading place, the Carrier must immediately inform the Customer in writing and receive a written instruction regarding the required temperature. At the request of the Customer, the Carrier must immediately submit the data of the devices recording the temperatures of the Vehicle. If the Carrier fails to provide the data of the devices recording the temperatures of the Vehicle, it shall be presupposed that the Carrier has not ensured the required temperature regime during the carriage, and he shall be responsible for all consequences resulting from the damage to the Cargo.

4.2.32. If the entire Vehicle is ordered for the carriage of the Cargo, the Carrier must not carry other cargo together, regardless of the availability of the space. If this requirement is not observed, the Price shall be reduced by 50 (fifty) per cent of the Price agreed by the Parties, and the actions of the Carrier in respect of the carriage of other cargoes shall be assessed as gross negligence of the Carrier.

4.2.33. Being unable to continue the carriage of the Cargo under the conditions specified in the Order and/or the Agreement and the Consignment note, the Carrier must immediately inform the

Customer in writing about this and receive his instructions for further actions. In all cases, the Carrier must take all reasonable steps to protect the Cargo at its own expense, including the storage of Cargo at the third parties, until the instructions of the Customer have been received. Notwithstanding any actions taken to preserve the Cargo, the Carrier shall be held liable for the failure to fulfil the obligations assumed, for the failure to preserve the Cargo, and for all costs incurred by the Customer; the latter had to incur in order to deliver the Cargo to the Consignee. The violation of this subparagraph shall be considered a material breach of the Agreement.

4.2.34. The Carrier undertakes to submit to the Customer a scanned copy of the Consignment Note with all the mandatory details (stamps, dates, signatures, names, etc.) of the Sender, the Consignee, the customs (if applicable) and other documents specified in the Order, confirming the proper execution of the Order, as well as a VAT invoice for payment for the services performed to the email [pod@transimeksa.com](mailto:pod@transimeksa.com) no later than within 5 (five) calendar days from the day of the transfer of the Cargo to the Recipient.

## **5. THE PRICE AND SETTLEMENT PROCEDURE**

5.1. The Price for the Services agreed by the Parties shall be indicated in the Order and cover all expenses incurred or may be incurred by the Carrier during the provision of the Services.

5.2. The Customer shall pay the Carrier for the provision of the Services by bank transfer within 60 (sixty) calendar days from the date of receipt by post of 2 (two) original consignment notes, the original correct invoice and other documents referred to in the Order. In all cases, copies of the documents shall be submitted to the Customer no later than 5 days from the date of handover of the Cargo to the Consignee by e-mail [pod@transimeksa.com](mailto:pod@transimeksa.com) . In the event of any failure or defect in any of the documents referred to in this clause, the Customer shall be entitled to refuse payment for the Services and the payment period shall commence from the date of receipt of the last correct document. The Customer shall have the right to withhold payment of the Carrier's invoices until all the above-mentioned documents and their originals have been submitted.

5.3. Any additional costs that the Carrier could not foresee at the time of the formation of the Order and which resulted from the fault of the Customer shall be compensated by the Customer's bank transfer within sixty calendar days from receipt of the invoice and the documents supporting the claim. The Customer shall have the right to reject the claim for additional costs if the supporting documents are insufficient or if additional costs have not been agreed in advance with the Customer in writing.

5.4. The Customer shall cover only the expenses of his bank related to the transfer to the Carrier, other expenses shall be paid by the Carrier.

## **6. RESPONSIBILITY OF THE PARTIES**

6.1. The Customer shall be responsible for proper execution of the obligations of the Customer specified in the Agreement and the Orders.

6.2. The Customer shall be liable for non-submission of the Cargo for carriage or cancellation of the Order less than one day before the agreed delivery of the Vehicle to the Loading place, and

shall undertake to pay to the Carrier a separate fine equal to 10 (ten) percent of the Order Price, but in all cases not more than 100 (one hundred EUR).

6.3. The Carrier shall be liable for both total and partial loss of the Cargo, defect and damage to it from the time of acceptance of the Cargo for carriage to the time of delivery of the Cargo to the Consignee, for the proper submission of the Vehicle for loading, and timely delivery of the Cargo, for the proper attachment and arrangement of the Cargo in the Vehicle, fulfilment of confidentiality as well as other obligations provided for in the Agreement and valid legislation.

6.4. The Carrier shall be responsible for not only his own actions, inactions and mistakes, but also for actions, inactions and mistakes of the third parties engaged for the provision of the Services.

6.5. The Carrier shall be responsible for the failure to provide the Vehicle for carriage or cancellation of the Order less than one day before the agreed delivery of the Vehicle to the Loading place and, upon separate request of the Customer, shall undertake to pay the Customer a fine equal to 10 (ten) percent of the Order Price, but in all cases not less than EUR 100 (one hundred).

6.6. Where the Carrier delays delivering the Vehicle to the Loading place at the time agreed in the Order for more than two hours (and in the cases, where the time is not specified in the Order, it shall be considered that the Vehicle must be delivered no later than at 9:00 am local time), having provided technically disorderly Vehicle that does not meet the requirements of the Agreement and/or the Order, having submitted the Vehicle without documents for transportation, attachment equipment, etc., the Customer shall have the right to cancel the Order, and this will be considered the cancellation of the Order on the Carrier's initiative less than one day before the delivery of agreed Vehicle to the Loading place.

6.7. The Carrier shall be responsible for delaying the delivery of the Vehicle for loading at the agreed time and delivering the Cargo to the Unloading place and/or the customs office indicated by the Customer for customs clearance and shall undertake to pay to the Customer a fine equal to EUR 150 for each day of delay. The fine specified in this subparagraph shall be considered the minimum losses of the Customer, which the Customer has the right to demand from the Carrier and the amount of which the Customer must not prove.

6.8. If the Carrier delays submission of the documents indicated in subparagraph 4.2.34 of the Agreement at the agreed term, at the request of the Customer, the Carrier shall pay a fine of 10 (ten) EUR for each day of delay of submission of the documents.

6.9. The Carrier must check the cargo documents and, if necessary, ensure the receipt of a SENT code when transporting the relevant cargo through the territory of the Republic of Poland.

6.10. The Carrier shall ensure compliance with all requirements related to drivers' business trips and shall provide the Customer with a copy of the IMI Declaration (or any other document required under the legislation of the relevant State) upon request at any time. If the Carrier fails to provide the required documents, the Customer shall be entitled to claim compensation for any losses incurred as a result.

6.11. The Carrier shall lose the right to follow the provisions exempting him from liability or limiting thereof, in cases where the damage is caused by intentional acts of the Carrier or due to gross negligence. High carelessness shall be considered such conduct of the Carrier where a

material breach of the Agreement is made, failure to observe the usual precautionary requirements, established carriage practice standards, contractual obligations and the instructions given by the Customer, as well as other light-headed and careless behavior of the Carrier and the actions that led to the adverse effects that could be anticipated.

6.12. The Carrier guarantees that the Vehicles transporting the Cargo will not be used for illegal transportation of other Cargoes and/or people. In case of detection of the fact of unlawful carriage of goods and/or people, upon the Customer's request, the Carrier shall pay the Customer a fine equal to 50 (fifty) percent of the agreed Price, but not less than EUR 1000 (one thousand), and such conduct of the Carrier shall be considered deliberate or gross negligence.

6.13. The Carrier must not detain the carried Cargo on any basis, terminate the carriage of the Cargo, and unload the Cargo at the place other than that specified in the Consignment note or the Order. Failure to comply with this condition will result in the payment by the Carrier a fine of EUR 5000 (five thousand) to the Client.

6.14. Where the Carrier loses or damages the Cargo levied by excises, at the request of the Customer, the Carrier must compensate the Customer for the value of the Cargo, the costs related to the carriage of the Cargoes, as well as the costs associated with acquisition, sending, gluing the labels and excise labels, insurance, the costs of bank guarantees for excise goods, as well as other taxes associated with the carriage of Cargoes to be paid to the competent institutions, regardless of whether the taxes can be recovered in the future or not.

6.15. The Carrier shall undertake not to disclose confidential information received during the execution of the Agreement and the Order to any third party (any information relating to the Customer, the Cargo, the Sender, the Consignee, the owner of the Cargo, etc. shall be considered confidential) during the execution of the Order and after the execution thereof, as well as not to use this information for own benefit or for benefit of related persons. In case of violation of this obligation, at the request of the Customer, the Carrier must pay the Customer a fine of EUR 10000 (ten thousand). The fine specified in this subparagraph shall be considered the minimum losses of the Customer, the amount of which the Customer must not prove.

6.16. For failure to comply with the terms of the Cargo transportation Order and the Customer's instructions, or for providing information that does not correspond to reality, the Carrier shall pay the Customer an amount of 1000 EUR, which shall be deemed the Parties' pre-agreed minimum damages suffered by the Customer, which are acknowledged by both Parties and shall not require proof.

6.17. If the Carrier's driver behaves in an uncivilized manner during transportation (uses profanity or behaves vulgarly), the Customer shall have the right to require the Carrier to pay an amount of EUR 150 for each such incident.

6.18. In cases where, due to the actions or inactions of the Carrier, the Customer suffers losses that are not covered by the fine provided for in the Agreement, the Carrier shall be obliged to compensate all losses exceeding the amount of the fine paid.

## **7. DISPUTE SETTLEMENT PROCEDURE**

7.1. If the Carrier has violated the Agreement or the terms and conditions of the Order, the Customer shall lay a claim to the Carrier for the compensation of losses or payment for forfeit to which the Carrier must answer within ten working days from the date of the receipt of the claim by email. In the event that during the term provided for in this subparagraph the Customer does not receive an answer to the claim submitted, the Carrier shall be deemed not to dispute his liability and/or the amount of the required amounts and the reasonableness thereof and shall confirm the claim of the Customer.

7.2. If the Carrier does not agree with the claim in whole or in part, the Carrier shall represent the Customer at his own expense in the court of any state (at all instances), in which the disputes between the Customer and the clients whose cargo transportation has been entrusted to the Carrier are considered. In the event that the Carrier refuses to defend the Customer's interests in court, the Customer shall have the right to demand the Carrier to cover all litigation and recovery costs incurred by the Customer.

## **8. PERSONAL DATA PROCESSING**

8.1. The Parties undertake to process personal data in accordance with the requirements of Regulation (EU) 2016/679 (the General Data Protection Regulation) and the Law of the Republic of Lithuania on Legal Protection of Personal Data.

8.2. In the course of performing the Agreement, each Party shall process the personal data of the other Party's manager, authorised representatives, employees, or other persons representing that Party, provided by the other Party under this Agreement or by other means. Such data may include, as necessary, the person's first name and surname, contact details (work telephone number, work email address, workplace address), position, information regarding powers of attorney (representation), including the personal identification numbers and addresses of representatives, correspondence conducted on behalf of and in the interests of the Parties, as well as other data generated in the course of performing the Agreement. In accordance with applicable legal requirements, such data may be transferred to state authorities, local government authorities, or law enforcement authorities, as well as to service providers engaged by the Party processing the data, such as banks, accounting service providers, information systems maintenance and support service providers, and other entities. Such data shall be processed solely for the purposes of performing the Agreement, in accordance with the requirements of the General Data Protection Regulation, and shall no longer be processed after the expiry or termination of the Agreement.

8.3. Each Party shall be responsible for duly informing the persons whose personal data will be transferred to the other Party in the course of performing this Agreement about such processing of their personal data.

## **9. FINAL PROVISIONS**

- 9.1. The Agreement comes into effect from the moment the Carrier confirms the Order submitted by the Customer.
- 9.2. The Agreement terminates with proper and complete fulfilment of the contractual obligations assumed by the Parties or on other grounds provided for in the Agreement and/or laws.
- 9.3. The Customer is entitled to terminate the Agreement unilaterally for a material breach of the Agreement, having notified the Carrier in writing. In such a case, the Agreement shall be deemed to be terminated from the moment of submission of the notification by the Customer to the Carrier of the termination of the Agreement. Upon receipt of such notification of the Customer of termination of the Agreement, the Carrier must immediately, but not later than within three working days from the receipt of the notification, return the Cargo to the place specified by the Customer, and the Customer must pay the Carrier only for the services actually provided until the receipt of the notification of the termination of the Agreement. If the Carrier fails to fulfil the Customer's order to return the Cargo to the place specified by the Customer, the Carrier shall pay the fine provided for in this Agreement to the Customer for the delay in delivery of the Cargo.
- 9.4. The Customer shall have the right to amend the terms and conditions of this Agreement unilaterally in advance, by publishing a new version of the terms and conditions on his website at least thirty calendar days before the entry into force of amended terms and conditions.
- 9.5. If any provision of the Agreement is or becomes in whole or in part invalid, this shall not affect the validity of the remaining provisions of the Agreement. In such a case, the Customer shall replace the invalid provision with a legally effective provision, which, as far as possible, would have the same legal and economic effect as the invalid provision.
- 9.6. All disputes arising from or related to the Agreement shall finally be settled by the competent courts of the Republic of Lithuania according to the place of registration of the Customer or other competent courts in accordance with Article 31 of the CMR Convention. The Parties agree that the Customer, in all cases, shall have the right to apply to the competent court of the Republic of Lithuania according to the place of registration of the Customer, but this shall not limit the rights of the Customer to lay a claim at his discretion to the Carrier in other competent courts in accordance with the provisions of Article 31 of the CMR.
- 9.7. The Agreement, the interpretation and application thereof, the obligations of the Parties and all other related issues shall be subject to the law of the Republic of Lithuania.
- 9.8. The Parties shall undertake not to disclose to third parties mutual agreements, terms and conditions of the Agreement, terms and conditions of Orders, correspondence between the Parties, and regard the content of the agreements, the Agreement, Orders, correspondence and information related to the execution of the Agreement as commercial secret, which may be disclosed only in cases provided for by laws. If a Party has any doubts as to the confidentiality of certain information, that Party shall treat such information as confidential information until it has received the confirmation from the other Party that such information is not confidential. The prohibition provided for in this subparagraph is open-ended and shall remain valid after the expiration of the Agreement.