

Annex 1

These Terms of Service determine the general terms and conditions of the carriage (forwarding) service (hereinafter referred to as the Services) to the Carrier, a natural person or legal entity indicated in the Order.

1. ORDERING PROCEDURE

- 1.1. The Customer undertakes to submit a written Order to the Carrier. The Order shall be deemed to have been submitted in writing if it is sent to the Carrier by e-mail. In exceptional cases, the Order (its details) may be sent to the Carrier by text message to the cellular phone.
- 1.2. Orders shall be placed with the Carrier for the carriage of cargo on domestic and international routes.
- 1.3. The Order shall be deemed to have been accepted by the Carrier without separate confirmation of the Order in writing or orally and this carriage (forwarding) Agreement shall be deemed to have been made in writing if the Carrier submits the vehicle for loading the cargo offered by the Customer.
- 1.4. The Order shall take effect from the moment it is submitted to the Carrier, unless within 2 business hours after receiving the Order, the Carrier informs in writing that it will not deliver the vehicle for loading.
- 1.5. Any corrections to these Terms or the text of the Order not approved in writing by both parties shall be void. In the event that the Carrier has corrected, deleted or supplemented the terms of Order but the Customer has not approved the changes in writing and the Carrier has submitted the vehicle for loading, this carriage (forwarding) Agreement and the Order shall be deemed to have entered into force without any corrections, deletions or additions, and any corrections made by the Carrier shall have no effect on the performance of the Agreement. Therefore, if the Carrier does not agree to these terms or the text of the Order, the Carrier must inform the Customer within 2 business hours from the moment of placing the Order that it will not deliver the vehicle for loading.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. Customer responsibilities:

- 2.1.1. When placing the Order, the Customer undertakes to provide all information about the Cargo, its maintenance, the documents accompanying the Cargo and all other information and instructions that the Carrier must follow when executing the Order. The Customer may specify where the Carrier should take the documents accompanying the Cargo or what additional actions must be taken with the documents accompanying the Cargo.
- 2.1.2. The Customer undertakes to inform the Carrier of any changes in the conditions Terms of Order for Cargo carriage. In the event that the Customer exercises the right to forward the cargo to another Recipient while the Cargo is being carried, the Customer shall submit to the Carrier new instructions related to the carriage of the Cargo.
- 2.1.3. The Customer undertakes to pay the Carrier for the Carriage of the Cargo in accordance with the Carrier's invoice indicated in the Order.
- 2.1.4. The Customer is responsible for the downtime of the vehicle when the downtime lasts for more than one business day and only when the downtime is due to the Customer's direct fault. This obligation shall not apply if the Carrier has failed to comply with the terms of loading and delivery of the cargo specified in the Order, the Cargo is delivered damaged or defective, all or part of the documents accompanying the Cargo have been lost or other cases of improper performance of this carriage (forwarding) Agreement have been established. In case of non-loading or unloading of Cargo in due time, the Customer shall pay the Carrier interest for the downtime for each day of downtime, provided that the fact of downtime is confirmed by the Sender / Recipient on the consignment note or a separate document (downtime sheet, etc.). Weekends and holidays are not included in downtime.
- 2.1.5. The Customer undertakes, upon receipt of the Carrier's notice of the problems encountered during the carriage, to cooperate with the Carrier in resolving them promptly, and to provide the Carrier with the necessary instructions.

2.2. Customer's rights:

- 2.2.1. The Customer shall have the right to request the interruption of the Carriage of the Cargo, change the place of delivery of the Cargo or return the Cargo to another Recipient other than specified in the Order and the Cargo carriage documents (consignment note). The Customer loses this right from the moment the second copy of the consignment note is delivered to the Recipient. From this moment the Carrier shall follow the instructions of the Recipient.
- 2.2.2. The Customer's requests to terminate the Cargo carriage, to change the place of delivery of the Cargo, to change the Recipient or other data specified in the Order and the Cargo consignment note shall be submitted to the Carrier in writing (fax or e-mail) to the contact addresses specified in the Agreement.
- 2.2.3. If several copies of the consignment note are issued for separate parts of the Cargo, the Customer shall have the right to require the Carrier to split the consignment into parts and deliver it to different Recipients.
- 2.2.4. The Customer has the right to make unilateral set-offs of the freight price.

2.3. Carrier's responsibilities:

- 2.3.1. The Carrier confirms that it specializes in the carriage of dangerous / non-dangerous cargo and agrees to provide these services to the Customer;
- 2.3.2. The Carrier confirms that it follows methods that ensure the proper transport of dangerous/non-dangerous goods, has suitable vehicles, ensures the health and safety of its employees in the performance of the Order, financial and human resources related to the performance of necessary operations in accordance with applicable legislation.
- 2.3.3. The Carrier undertakes to accept the Order placed by the Customer for the carriage of the specific Cargo and send back to the Customer the confirmed Order not later than within 2 (two) business hours from the moment of receipt of the Order. The Order shall be deemed to have been received from the moment of dispatch of the Order if it has been sent to the Carrier at the e-mail address or contact number specified in its Agreement. The Carrier undertakes to submit the confirmation to the e-mail address or contact number specified by the Customer in this Agreement.
- 2.3.4. The Carrier undertakes to deliver the Cargo entrusted to it to the specified place of delivery and to deliver it to the Recipient together with the relevant Cargo carriage documents.
- 2.3.5. The Carrier undertakes to provide on time a sufficient number of technically sound vehicles suitable for the carriage of a specific Cargo that meet the requirements specified in the Order for Cargo carriage. The Customer has the right to refuse the vehicle provided by the Carrier, if it does not comply with the general requirements for the vehicle specified in this Agreement or special requirement for the vehicle specified by the Customer in the Order. Submission of a vehicle that does not meet the requirements set out in Clause 2.3.6 shall be treated as failure to provide the vehicle;
- 2.3.6. The Carrier undertakes to provide for the carriage of the Goods vehicles of a condition and parameters not inferior to all the following general requirements of the Customer:
 - the cargo platform shall be at least 13.60 m long;
 - the vehicle and its height must be suitable for the carriage and loading and unloading operations at the ramp;
 - a moisture-proof tarpaulin with a possibility of readjustment (removal) is necessary;
 - the load platform must be suitable for loading operations and must be cleanly swept;
 - the vehicle must be capable of being loaded and unloaded by means of a forklift weighing up to 10.5 t;
 - the vehicle must be equipped with at least 20 lashing straps and 24 corners (edges) for protection, 2 transverse cargo anchor boards, 48 semi-trailer sidewalls, all necessary safety clothing (helmet, goggles, boots, etc.) equipped with cargo securing ADR (if necessary) equipment;
 - the vehicle must have a valid roadworthiness certificate;
 - the vehicle must be clean, tight and free of extraneous odours.
 - The Carrier must apply the methods of loading and securing the cargo to the vehicles concerned in accordance with the rules corresponding to EN 12640, EN 12641-2, EN 12195-1, EN 12642 standards.

- The Carrier undertakes to use cargo securing equipment in accordance with EN 12195-2 standards.
- 2.3.7. The Carrier must ensure that its staff is qualified and:
- does not smoke in cargo loading and delivery areas;
 - wears seat belts while driving the vehicle;
 - does not use a mobile phone without a headset while driving the vehicle;
 - complies with speed limits on the road while driving the vehicle;
 - will not activate the cruise control while driving the vehicle when it is prohibited by traffic signs or legislation;
 - while driving the vehicle will be sober, in good health (not under the influence of alcohol, narcotics or other prohibited substances), and not taking any medication that may affect and/or interfere with driving;
 - it shall contact the responsible person immediately if he/she feels a threat to his/her health and safety.
- 2.3.8. The Carrier must ensure that, during the performance of the Contract, the Carrier's employees strictly comply with the requirements of fire safety, employee health and safety, hygiene, environmental protection, personal data protection, anti-corruption, other legal acts regulating transport services and the Customer's instructions, including the Customer's rules, and in the event of a security incident and/or event, the security of the transported cargo will be duly taken care of. Violation of the provisions of this Clause shall be deemed to constitute a material breach of the Contract.
- 2.3.9. The Carrier must provide its drivers with all the security and equipment they need to perform their functions under the Agreement.
- 2.3.10. The Carrier must ensure that legal obligations regarding training are properly enforced and formalized with respect to drivers and other potential subcontractors.
- 2.3.11. The Carrier shall ensure that drivers and its potential subcontractors comply with the statutory requirements regarding the driving licenses required for the execution of this Agreement.
- 2.3.12. Carriage of dangerous cargo. At the moment of conclusion of the Agreement, the Customer shall provide the Carrier with all available information on the dangerousness of the cargo, the class and number of the dangerous cargo, security measures and other information.
- The Carrier must ensure that drivers actually engaged in the international carriage of dangerous cargo hold a valid ADR driver attestation, a valid driver's medical book, and all the requirements of the ADR Convention and other regulations governing the carriage of dangerous cargo.
 - The Carrier must take care to obtain any missing information and to take all reasonable precautionary measures during the carriage of dangerous cargo.
 - The Carrier undertakes to compensate the Customer and third parties for any losses incurred due to the inappropriate carriage of dangerous cargo. Violation of the provisions of this Clause shall be deemed to constitute a material breach of the Agreement.
- 2.3.13. Before confirming the Order, the Carrier must make sure that the Order contains the following data:
- Sender's name, address;
 - Recipient's name and address;
 - Place and time of Cargo loading;
 - Place and time of cargo delivery / unloading;
 - Cargo data: quantity / weight, marking, packing method, cargo layout and numbers, value;
 - special conditions for carriage of Cargo (if applicable);
 - instructions for customs and other formalities;
 - carriage cost;
 - other relevant information;
 - Responsible contact person of the Customer.
- 2.3.14. As a professional market player, the Carrier, upon receipt of the Cargo information, shall ascertain any additional information that may be required for proper Cargo carriage: details of Recipient / Sender, Cargo weight, volume, characteristics, dates, technical requirements for the vehicle, optional equipment, procedures, prohibition to reload Cargo, etc.

- 2.3.15. If the information provided by the Customer is inaccurate and inadequate, the Carrier shall identify any inaccuracies and missing required information. The Carrier shall ascertain all necessary and special conditions of carriage of the Cargo, otherwise the Carrier shall be liable for the carriage of the Cargo in an improper manner and consequent deterioration in the quality of the Cargo, impaired value and / or loss of the Cargo or part thereof.
- 2.3.16. The Carrier must ensure that the Carrier's representative (driver) has all the necessary documentation and measures on the trip, including but not limited to a copy of the CMR insurance policy, the motor third party liability insurance policy (including the Green Card), CMR waybills, a copy of the European Community license for the international carriage of cargo by road, with all licenses, travel permits, documents attesting to the professional competence of the driver, equipment for the payment of tolls, belts and any other securing device specified in the order. Violation of the provisions of this Clause shall be deemed to constitute a material breach of the Agreement.
- 2.3.17. It is the Carrier's responsibility to ensure that drivers are provided with mobile phones abroad when traveling, with sufficient funds for fuel, parking and other costs.
- 2.3.18. The Carrier must ensure that drivers understand the languages of the countries of loading and unloading. A minimum requirement is understanding English.
- 2.3.19. When accepting the documents accompanying the Cargo, the Carrier must make sure that all the Cargo carriage documents forwarded are duly completed and that all the Cargo carriage documents required by the Customer or the Sender have been forwarded to the Carrier. In the event that the Carrier does not submit any comments, the Carrier shall be deemed to have agreed that no documents are missing and that they have been duly completed.
- 2.3.20. The Carrier shall be obliged to arrange all necessary documents accompanying the Cargo, except those for which the Customer or the Sender is responsible. The Carrier also undertakes, at its own expense, to ensure that the carriage of the Cargo complies with the requirements of national and international legislation. If the legislation requires the Carrier to hold the relevant certificates, the Carrier undertakes to hold the relevant certificates at its own expense for the duration of the Agreement; the Carrier also undertakes to ensure that the carriage is carried out only after obtaining all the necessary permits and / or licenses. In the event of delay in the carriage or carriage of the Cargo is detained due to lack of documents or inaccuracies in filling them in, the Carrier shall be liable for any loss incurred by the Customer as a result.
- 2.3.21. The Carrier shall act with due care and integrity in accordance with the standards of a person who is knowledgeable and professional in its operations and shall take all reasonable steps to ensure that the Cargo retains its properties at the time of loading.
- 2.3.22. The Carrier undertakes to ensure that the carriage of the Cargo does not violate the laws of Lithuania or any other foreign country through which the Cargo is carried, including the minimum wage requirements established in other countries and applicable to the carriage of Cargo (e.g. Law on Minimum Wages in force in the Republic of Germany (Mindestlohngesetz – MiLoG).
- 2.3.23. The Carrier must strictly comply with all the requirements for carriage of Cargo specified in the Order. All specific requirements for Cargo carriage must be specified in the Order. By agreement between the Parties, it shall be deemed that all requirements for carriage of the Cargo have become known to the Carrier from the moment of confirmation of the Order.
- 2.3.24. The Carrier must not leave the vehicle with the cargo and the accompanying documents unattended during carriage. To stop for rest only at sites that would ensure the validity of the carrier's CMR insurance coverage in the event of theft, events shall be recognized as insured and unreduced insurance benefits shall be paid. Violation of the provisions of this Clause shall be deemed to constitute a material breach of the Agreement.
- 2.3.25. The Carrier undertakes to comply with the "neutrality requirement" of the Sender and the Recipient with the utmost care - i.e. the Carrier must comply strictly with all Customer's instructions / Cargo carriage instructions contained in the Order when transporting Cargo subject to the "Neutral Cargo" requirement (see section 8 of the Rules for Carriage of "Neutral Cargo"). The "Neutral Cargo" carriage Order shall be considered properly executed only if the Carrier, without exception, submits all mandatory Cargo carriage documents specified by the Customer and all required documents specified by the Customer are duly completed. The Parties agree that if the Carrier submits not all or all, but inadequately or incompletely filled, required "Neutral Cargo" transport documents, the

Carrier undertakes to pay to the Employer a fine in accordance with Section 7 of the Agreement for each "Neutral Cargo" transport document not submitted or duly completed. The Parties agree that the Customer shall be entitled to deduct the penalty payable by the Carrier under this Clause of the Agreement from the Cargo carriage price paid by the Customer to the Carrier.

2.3.26. The Customer has the full right to check (audit) whether the Carrier is complying with the Agreement, the obligations of these rules and the provisions of binding national and international legislation. In such case, the Carrier shall provide the Customer with the opportunity to perform such an audit and provide all the documentary evidence requested by the Customer to confirm that the Carrier is in compliance with the obligations of the Agreement and the mandatory requirements of national and international legal acts. The Carrier must provide the Customer with the conditions for examining the Carrier's drivers by performing a driver knowledge test.

2.3.27. Obligations of the Carrier in respect of loading/unloading of the Cargo:

- (1) The Carrier's representative (driver) must be present during loading of the cargo and must check the quantity, marking and numbering of the cargo accepted for carriage in accordance with the data accompanying the cargo, as well as the external condition of the cargo and the packaging. If the Carrier's representative (driver) is not allowed to be present at loading or for other reasons it is not possible to verify the loading of the cargo to the data stated in the consignment note, the Carrier must inform the Customer in case of departure from the place of loading, wait for the Customer's instructions, and make appropriate markings on all copies of the CMR consignment note, including those remaining at the Sender. The Carrier (its driver) is responsible for the proper placement and securing of the Cargo in the vehicle. The Carrier shall load the Cargo in such a way that the quality of the Cargo is not impaired during the carriage of the Cargo. The Carrier also undertakes to control the progress of third-party loading and unloading of the Cargo.
- 2) The Carrier must carefully execute the loading order and ensure that the Cargo is properly loaded. If due to negligence of the Carrier the Cargo has been loaded incorrectly and requires reloading of the Cargo, the Cargo reloading costs shall be reimbursed by the Carrier and it cannot claim the cost of downtime. In case of doubt, the Carrier undertakes to immediately contact the Customer's responsible person specified in the Order.
- 3) In the event of damage caused to persons and / or property by the use of improper loading and / or unloading equipment provided by the Carrier, the Carrier shall be liable for such damage. It shall also be liable for damage or loss resulting from the Carrier's other negligence in loading and / or unloading the Cargo.
- 4) If the quantity, marking or numbering of the loaded cargo is not in accordance with the data stated in the CMR consignment note, as well as in the event of any damage, deficiency or excess of the cargo or packaging, the Carrier shall immediately notify the Customer thereof without departing from the place of loading, receive the Customer's instructions, make appropriate markings on all copies of the CMR consignment note, including those remaining with the Sender. It is prohibited to accept damaged cargo or cargo in damaged packaging for carriage, as well as cargo whose quantity, marking or numbering does not correspond to the data specified in the CMR consignment note, without the Customer's written instruction. In case of failure by the Carrier to fulfil the obligations provided for in this Clause and to make the relevant certificates on the consignment note, it shall be deemed that any damage to the Cargo and / or other losses occurred during carriage. Notes on the condition of the Cargo and / or packaging and other circumstances shall be motivated and briefly outlined. All notes must be included before the Cargo is loaded.
- (5) The Carrier's representative (driver) must check that the Sender has loaded the load in such a way that it can be safely carried and that the permissible loads are not exceeded, and that the load is properly secured by means of straps and other fastening devices. In the event of any uncertainty about the composition or securing of the cargo, the discovery of improper loading and stowage on the vehicle, the risky actions of loading and/or reloading and/or unloading, any other obstruction, event, action or omission interfering with the proper performance of the Carrier's obligations under these Terms, the Carrier shall immediately contact the Customer and receive appropriate instructions.

- 6) If the Carrier is unable to deliver the vehicle for loading or is late in providing it, it shall immediately inform the Customer thereof. Upon receipt of the notice, the Customer shall immediately inform the Carrier whether it agrees to the delivery of the vehicle later, or whether it wishes to terminate the Order. In the event that the Order is terminated due to the Carrier's delay in delivering the vehicle, the Carrier shall pay the Customer the penalty specified in Section 7 of the Agreement. In the event that the Customer agrees to the delivery of the vehicle at a later date, the Carrier shall pay a penalty for the delay provided for in Section 7 of the Agreement, but in case of higher losses, the Carrier shall also cover them.
 - 7) Notices of delivery of the Cargo to the place of unloading shall be given to the Recipient orally, by telephone or in person, or in writing, by e-mail or fax.
 - 8) The Carrier must make every effort to ensure that the Cargo is handed over to the appropriate person, that is to the Recipient, which is specified in the Order and other documents. If due to improper fulfillment of this obligation the Cargo is transferred to the wrong Recipient, the Carrier shall be liable as a result of the total loss of the Cargo.
 - 9) The Carrier must be present at the time of unloading and inspect the amount of cargo unloaded and the external condition of the cargo or its packaging. In the event of any facts relating to the possible damage or defect of the cargo or its packaging, the Carrier shall immediately suspend the unloading of the cargo and inform the Customer and receive its instructions no later than on the same business day.
 - 10) If the Recipient refuses to accept the Cargo, the Customer reserves the right to dispose of the Cargo without providing the first copy of the consignment note.
- 2.3.28. If the Customer or the Sender has submitted the Cargo on pallets for carriage, the Carrier's obligations under the Agreement shall be deemed to have been duly fulfilled only upon the return of the pallets to the Customer or the Sender respectively. The Parties agree that only Euro pallets shall be used for the carriage of Cargo and the Carrier undertakes to accept only Euro pallets for return. The Carrier must also check the condition of the pallet received at the time of loading and unloading; if the pallet is in an inappropriate condition, the Carrier undertakes to inform the Customer thereof, to receive and accurately execute the Customer's instructions in such case. In the event that the Carrier does not return the pallets (Euro pallets), returns the vehicle in improper condition or fails to execute/improperly executes the Customer's instructions for further action in the case of an incorrect pallet condition, the Carrier undertakes to compensate the Customer for all possible losses.
- 2.3.29. The Carrier shall inform the Customer at least 5 (five) business days in advance about the intended extended working and resting mode of the Carrier's drivers and about the intended change of drivers. The Parties agree that the Carrier shall pay to the Customer a penalty in accordance with Section 7 of the Agreement for failure to perform or improper fulfillment of obligations under this Clause and to compensate the Customer for any other losses incurred by the Customer in case of default or improper fulfillment.
- 2.3.30. The Carrier must properly carry out the Customer's instructions contained in the Order during carriage. If for any reason the Carrier is unable to comply with the instructions received, it shall immediately take all possible measures, make every effort to ensure the interests of the Customer and immediately inform the Customer of the inability to follow the instructions. The Customer must be informed of the downtime of more than 1 hour, together with the exact vehicles and / or the location of the Cargo.
- 2.3.31. The Carrier shall immediately inform the Customer of the inability to perform the carriage in accordance with the terms specified in the Order and request further instructions from the Customer. If the circumstances permit the carriage of the Cargo in deviation from the terms specified in the Order, the Carrier shall act in the best interests of the Customer. In all cases, the Carrier shall make maximum efforts to receive the Customer's instructions and shall wait for them for at least 1 business day and at that time ensure full security of the Cargo.
- 2.3.32. If the Carrier is unable to continue carriage under the conditions specified in the Order for reasons which it could not foresee or control, the Carrier shall take all reasonable measures to protect the Cargo, including storage of the Cargo with third parties. In such case, the Carrier is responsible for selecting the appropriate third party.

- 2.3.33. If the security seals and/or cables are damaged or unsuitable for further use, the Carrier must inform the Customer and, if necessary, the police.
- 2.3.34. In the event that the Recipient refuses to accept the Cargo, the Carrier shall immediately inform the Customer thereof and receive its instructions on how to proceed with the Cargo. The Customer shall have the right to designate another Recipient, to order the return of the Cargo to the Customer or to order to follow other instructions of the Customer.
- 2.3.35. The Carrier shall provide to the Customer no later than within 28 (twenty-eight) calendar days after the delivery of the Cargo all documents related to the carriage/delivery of the Cargo which are duly completed and signed by the respective party, including but not limited to the Cargo consignment note. Upon the written request of the Customer for the immediate delivery of the Cargo carriage documents specified in the Customer's request, the Carrier undertakes to submit copies of the requested documents (by e-mail or fax) immediately, but not later than 24 (twenty-four) hours from the respective Customer's request. Upon receipt of an additional/separate request by the Carrier by e-mail regarding the submission of the original documents related to the transportation of the Cargo to the Customer, the Carrier undertakes to submit the originals of the requested documents no later than within 7 days of receipt of the request.
- 2.3.36. The Parties agree that if the Carrier submits not all or all, but inadequately or not duly completed and/or unsigned documents requested by the Customer, the Carrier undertakes to pay to the Customer a penalty in accordance with Section 7 of the Agreement for each non-delivered or inadequately completed or unsigned Cargo carriage document, which, upon agreement of the Parties, the Customer is entitled to deduct from the Cargo carriage price paid by the Customer to the Carrier. The Carrier's liability for the "Neutral Cargo" carriage documents not provided or duly completed is provided in Section 7 of the Agreement.
- 2.3.37. Anti-corruption actions. The Parties agree that during and after the implementation of this Agreement, the Parties shall comply with and take all reasonable steps to ensure that their subcontractors/agents/third parties comply with paragraph 1 of the 2011 International Chamber of Commerce Anti-Corruption Regulations, which is incorporated into the Agreement in its entirety by this link (link: <https://cdn.iccwbo.org/content/uploads/sites/3/2011/10/ICC-Rules-on-Combating-Corruption-2011.pdf>). Any violation of the provisions of this Clause shall be deemed to constitute a material breach of the Agreement.
- 2.3.38. The Carrier undertakes to provide the Customer and/or the Customer's client with access to the global positioning system (hereinafter referred to as GPS). The Carrier ensures that the Customer and/or the Customer's client can use the GPS services and see the location of the vehicle and/or the Cargo 24 hours a day, 7 days a week. The Carrier undertakes to obtain all consents and/or to inform the drivers of the vehicle in accordance with the requirements of the General Data Protection Regulation.
- 2.4. Carrier's rights:**
- 2.4.1. The Carrier is free to choose a safe transportation route, unless otherwise specified in the Order or agreed otherwise. The Carrier shall choose the route at its own risk and undertake to cover any additional costs incurred as a result of its decisions at its own expense.
- 2.4.2. The Carrier may use third parties for the performance of the Agreement only with the written consent of the Customer, however, even in that case the Carrier shall remain liable for the proper and complete fulfilment of the contractual obligations.
- 2.4.3. The Carrier is entitled to provide additional services if additional services are agreed upon.
- 2.4.4. The Carrier has the right to refuse to split the Cargo and deliver it to different Recipients if they are carried with only one Cargo carriage document (consignment note).

3. CARRIAGE PRICE AND PAYMENT PROCEDURE

- 3.1. The carriage price and payment procedure shall be specified in the Agreement Order.
- 3.2. The consignment note for billing purposes must include a receipt from the recipient identified on the consignment note (usually column 2), stating any changes in the route of transport, redirects,

damage to the cargo or packing, defect, date of delivery, and downtime if no separate downtime sheet is provided. Submission of the consignment note without proper receipt by the recipient, as well as the submission of copies of the consignment note in the absence of the 2 original copies of the consignment note, shall not be considered as a valid proof of performance of the Agreement of carriage and shall not constitute grounds for calculating the time limit for payment of the carriage fee.

- 3.3. The Customer shall be entitled to include payable interest and damages, with a corresponding reduction in the amount payable for the carriage, whether or not the loss or damage was incurred during the carriage for which the carriage fee is payable.
- 3.4. In the event of improper performance of the Agreement of carriage, the Customer shall be entitled to withhold the amount of the carriage fee payable to the Carrier until the final settlement of the indemnity. In such case, the Customer must make every effort to resolve the final indemnity issue as soon as possible.

4. LIABILITY OF THE PARTIES

- 4.1. The Customer is liable for the Carrier's downtime.
- 4.2. The Carrier shall be liable for the total or partial loss of or damage to the Cargo from the moment the Cargo is accepted for carriage and until its delivery to the Recipient, as well as for the delayed delivery of the Cargo. Cargo acceptance shall be the moment of acceptance of the Cargo for loading. The carriage process involves the packing, storage, handling, insurance and customs clearance of the Cargo. The Carrier's duty to care for the Cargo terminates from the moment the Cargo is delivered to the Recipient. The Cargo, although brought to the place of unloading, shall be under the control of and under the liability of the Carrier as long as it is stored, grouped or otherwise handled.
- 4.3. The Cargo shall be deemed lost if it is not delivered to the place of unloading within 30 (thirty) days from the date of delivery. The Carrier shall reimburse the Customer for the value of the lost Cargo.
- 4.4. The Carrier shall indemnify the damage caused to the Cargo, compensate for the impairment of the Cargo and other related expenses. The amount of compensation for damaged Cargo shall be calculated on the basis of the value of the recovery, replacement or repair at the option of the Customer. This compensation shall not exceed the amount which would be payable in the event of total loss of the Cargo.
- 4.5. The Carrier warrants that the vehicles carrying the Cargo will not be used for the illicit carriage of cargo or persons. In case of unlawful carriage of cargo or persons, the Carrier shall indemnify the Customer in accordance with the terms and conditions of these Conditions and pay the fine provided for in Section 7 of the Agreement in case of delay in delivery, damage or loss of the cargo.
- 4.6. In the process of complying with these terms and conditions, the Carrier shall be prohibited from detaining, interrupting, unloading the cargo in any other way than specified in the CMR waybill or order. In the event of failure to comply with this Clause, the Carrier shall pay to the Customer the penalty provided for in Section 7 of the Agreement within 7 days of the Customer's request and shall indemnify for any loss caused by such actions of the Carrier.
- 4.7. In the event of delay in the delivery of the Cargo, the Carrier shall pay the Customer a penalty in the amount provided for in Section 7 of the Agreement for each day of delay and compensate the Customer for any other losses incurred by the Customer due to the delay. Payment of penalties shall not relieve the Carrier of its obligation to perform the Agreement.
- 4.8. The Carrier, in case of violation of the requirements of 2.3.35 of these Rules, undertakes to pay the Customer the penalty provided for in Chapter 7 of the Contract.
- 4.9. The Carrier shall not be liable for the loss, damage or delay in delivery of the Cargo to the place of unloading if the damage has occurred:
 - 4.9.1. due to the fault of the Customer and the Carrier could not and did not have any possibilities to prevent or mitigate such damage;
 - 4.9.2. as a consequence of the Customer's instructions, provided that the Carrier has taken all reasonable measures to warn the Customer of the imminent danger of damage. The Carrier may not invoke this circumstance as exculpatory liability if the Customer's instructions were inaccurate and/or unclear and the Carrier did not request their clarification and explanation;

- 4.9.3. due to defects in the Cargo that have occurred during carriage, provided that the Carrier has behaved in a proper, fair and reasonable manner with the Cargo;
- 4.9.4. due to circumstances beyond the reasonable control of the Carrier and the damage could not be prevented by any means. The Carrier must take special security measures to prevent theft, robbery, fraud, auto accident, etc. The Carrier may not invoke the limitation of liability unless it has taken special measures to prevent the occurrence of such events;
- 4.9.5. in other cases provided for in the Convention on the Contract for the International Carriage of Goods by Road (CMR Convention).
- 4.10. The Carrier shall indemnify the Customer for all damage caused by the Carrier's intentional actions or gross negligence of the Carrier. In such case, the Carrier shall indemnify the value of the whole Cargo (or its relevant part), the losses incurred by the Customer and the loss of profit. The Carrier's gross negligence shall be deemed to be the neglect of the usual precautionary requirements, established standards of carriage practice, contractual obligations and instructions given by the Customer, or any other careless and reckless conduct of the Carrier.
- 4.11. The Carrier shall be liable not only for its acts and errors but also for the acts and errors of its staff, agents and any other persons whose services it makes use of in the carriage during the performance of these Carrier's obligations.
- 4.12. The Customer shall not be liable for any fines, damages or other adverse consequences resulting from any violation of the laws of Lithuania or any other foreign country through which the Cargo is carried, including the minimum wage requirements for drivers (just like the Law on Minimum Wages in force in the Republic of Germany (*Mindestlohngesetz – MiLoG*)). The Carrier undertakes to ensure compliance with this and similar laws and relieves the Customer of any liability and any third party claims for non-compliance with this and similar laws.
- 4.13. If the rights and obligations arising from this Agreement have been transferred to third parties without the written consent of the Customer and the services of third parties (carriers and forwarders) have been used in the carriage, the Carrier undertakes to indemnify all losses incurred by the Customer during the carriage due to damage, loss, delay, etc. of the Cargo, unconditionally, upon the Customer's first request within the term specified in the request. In any event, the Carrier shall indemnify fully against any loss or damage caused by third parties to whom it has recourse in the performance of these terms and conditions.

5. INSURANCE

- 5.1. The Carrier confirms that it has insured its civil liability to the extent that the insurance indemnity covers the value of the Cargo and any other damage that the Customer may suffer due to the Carrier's fault.
- 5.2. The Carrier's liability insurance shall be valid for the duration of the Agreement and for the duration of at least one of the obligations of the Carrier. In all cases, the sum insured for the Carrier's civil liability (CMR) shall not be less than EUR 600,00.00.
- 5.3. The Carrier shall submit to the Customer at the time of conclusion of this Agreement the documents confirming the conclusion of the insurance contract and the validity of the insurance.

6. NON-COMPETITION

- 6.1. Competitive action — any action of the Carrier aimed at establishing contact (direct and indirect) with any entity directly involved in the Customer's business relationship. These actions may be performed, directly or indirectly, in any manner by promoting the Carrier's services for the purpose of entering into direct as well as indirect contracts with the Customer's client or other entity referred to in the carriage documentation or otherwise known during performance of the Agreement.
- 6.2. By accepting each Order placed by the Customer, the Carrier always agrees that its actions will be subject to the non-competition requirement and at the same time confirms that the non-competition requirement is fully in line with the Carrier's objectives and will.
- 6.3. The Carrier undertakes and warrants that it will not enter into any contracts, seek direct or indirect contact with any entity that may adversely affect the Customer's business interests and may be subject to the prohibitions set forth in the Non-Competition request. In cases where there is any doubt about a possible breach of the competition prohibition, the Carrier shall apply in writing to the Customer for written confirmation of the follow-up.

- 6.4. The Carrier confirms that in all cases it will refuse to enter into contracts with the Customer's clients if this would violate this non-competition requirement, even if the Customer itself applies for a contract.
- 6.5. Violation of the non-competition requirement is considered a material breach of the Agreement and imposes on the Carrier the fine and obligation under Section 7 of the Agreement to indemnify any loss resulting from the non-competition requirement.
- 6.6. The Carrier, in breach of the non-competition obligation, undertakes to pay a penalty provided for in Section 7 of this Agreement. If the penalty is not paid in time, the Carrier undertakes to pay 0.2 percent of the total amount of the penalty for each day of delay until the date of full performance of the obligations.

7. CONFIDENTIALITY

- 7.1. The following items are strictly confidential and are defined by the term "confidential information":
 - 7.1.1. any information relating to the cargo being carried, which is transmitted by the Customer to the Company orally or in writing for the proper performance of the Agreement;
 - 7.1.2. nature of consignments;
 - 7.1.3. the terms and conditions of the Agreement and the Rules;
 - 7.1.4. as well as any information, specifications, data, know-how, manufacturing methods, processes and similar information of an industrial, technical, financial or commercial nature, whether written or not, and all elements (including any statements, research and/or other documents).
- 7.2. The Carrier understands and acknowledges that all confidential information is the property of the Customer.
- 7.3. The Carrier and its employees, as well as potential subcontractors of the Carrier, undertake:
 - 7.3.1. to refrain from disclosing any confidential information they may obtain in the execution of this Agreement;
 - 7.3.2. to use confidential information provided to them by the Customer solely for the purposes of this Agreement, in strict compliance with the need-to-know condition;
 - 7.3.3. to take all precautions to keep this confidential information confidential;
 - 7.3.4. to destroy any documents containing confidential information which the Customer considers to be confidential or return it to the Carrier upon his request or upon termination of the Agreement.
- 7.4. The Carrier, its employees and/or existing, potential subcontractors shall be bound by these confidentiality obligations for the entire duration of this Agreement and for another 5 (five) years following termination.

8. PROTECTION OF PERSONAL DATA

- 8.1. Each Party undertakes to comply with the applicable legal and regulatory provisions regarding the protection of personal data, in particular the General Data Protection Regulation (Regulation (EU) 2016/679, hereinafter referred to as the GDPR). Any legal or regulatory changes that may enhance the Parties' commitment to the protection of personal data and privacy will be implemented by the Parties as soon as possible at their own expense.
- 8.2. The Parties acknowledge and agree that they will act as independent data controllers in carrying out their respective data processing activities under this Agreement and will comply with applicable data protection rules for the processing of personal data collected, transmitted or received by the other Party under this Agreement.
- 8.3. The Parties confirm and agree that neither of them will act as data controller (Art. 28 of GDPR) and that they are individually responsible for fulfilling their respective legal obligations under the data protection regulations.
- 8.4. The Carrier confirms that the personal data transmitted by the Customer is processed only for the purposes of the execution and administration of this Agreement and has implemented appropriate technical and organizational measures required to protect the rights and freedoms of the data subject. The Carrier confirms that it has received all data subjects' consent for the transfer of data to the Customer for the proper and timely execution of this Agreement.

- 8.5. The Carrier undertakes to notify the Customer of any violation of personal data security no later than 12 hours after the Carrier becomes aware of the personal data violation.
- 8.6. The Carrier undertakes to indemnify the Customer for all losses arising from the failure to comply with the obligations provided for in this Clause.

9. "NEUTRAL CARGO" CARRIAGE REQUIREMENTS

- 9.1. At the time of receiving and loading the Cargo, the Carrier (driver carrying the Carrier's cargo) shall prepare and submit to the Sender a CMR document, which records the Cargo carriage (from the place of loading) to the Recipient specified by the Customer to the Carrier, which may be in Lithuania or another country. This CMR document prepared by the Carrier shall be provided **ONLY TO THE SENDER OF THE CARGO**.
- 9.2. Upon commencement of the carriage, the Carrier (Carrier's driver) shall draw up a real CMR document which records the actual Recipient (based on the actual carriage). This CRM document is used during Cargo carriage and is only provided to the controlling authorities (traffic police, transport police, customs officers, etc.). This document **MUST NOT** contain any signatures or stamps of the Sender or the Recipient.
- 9.3. Prior to unloading the Cargo, the Carrier ((driver carrying the Carrier's cargo) shall locate and obtain access to the facsimile machine at the nearest service station and inform the Customer of the facsimile machine number. Using the facsimile machine found by the Carrier, the Carrier ((driver carrying the Carrier's cargo) shall obtain from the Customer the data accompanying the documents and shall issue another (third) CMR document stating that it is carrying the Cargo according to the data specified by the Customer. Cargo unloading uses the most recent data received and the third CRM document, ensuring that the Recipient will not be provided or disclosed in any way with the CMR documents and data used during the loading and carriage of the Cargo.
- 9.4. If weighing has taken place at loading or unloading, the Customer must provide these documents.

10. OTHER PROVISIONS

- 10.1. The Agreement shall take effect from the moment of confirmation of the Order as provided in this Agreement.
- 10.2. The non-competition request shall take effect from the moment of conclusion of the Agreement and shall be valid for 12 (twelve) months from the date of termination of the contractual relations between the Parties under the Agreement.
- 10.3. The Customer shall have the right to immediately terminate the Agreement if the Carrier violates the non-competition requirement.
- 10.4. The Customer shall have the right to terminate the Agreement (order) by notifying the Carrier in writing (fax or e-mail) if the Carrier is late to the place of loading more for than 4 hours from the time of arrival at the place of loading indicated in the order. In such case, the Carrier shall not be compensated for any losses incurred by taking the carriage vehicle to the place of loading. The notice of termination of the Agreement shall take effect from the moment it is sent to the Carrier and the Carrier shall be obliged to pay the penalties specified in the order.
- 10.5. The Customer has the right to terminate the Agreement (order) after the loading of the cargo and request immediate delivery of the cargo to the person specified by the Customer if the Carrier does not provide information about the location of the vehicle, fails to report any problems encountered during the carriage, the circumstances that prevent the Carrier from fulfilling the obligations undertaken on time or otherwise failing to perform its contractual obligations become clear, and as a result there is a risk of loss.
- 10.6. All disputes relating to this Agreement and its implementation shall be resolved by mutual agreement between the Parties, and if no agreement is reached, the dispute shall be resolved in accordance with the laws of the Republic of Lithuania.
- 10.7. The Agreement, its interpretation and application, the obligations of the Parties and all other related matters shall be governed by the law of the Republic of Lithuania. Any disputes arising out of or in connection with this Agreement shall be settled in the courts of the Republic of Lithuania at the place of the Customer's registered office.
- 10.8. Should any provision of this Agreement conflict with the laws or other legal acts of the Republic of Lithuania and become invalid, this shall not affect the validity of the other provisions of this

- Agreement. The Parties are obligated to agree to replace the invalid part of the Agreement with a similar and economically closest one.
- 10.9. All notices (information) sent by or between the Parties under this Agreement shall be in writing and shall be deemed to have been duly served on the other Party if they are sent by registered mail, fax, e-mail or served in person to the addresses specified in this Agreement. Details of the Parties for sending notices are given in the Order.
 - 10.10. The Parties undertake to inform each other of any changes in the data sent by the Parties for notices not later than within 2 (two) business days from the date of the respective data changes. A Party shall not be liable for damage caused to the other Party if the other Party has failed to fulfil an obligation under this Clause of the Agreement.
 - 10.11. In the event of a dispute, any written notice shall be deemed to have been received if it has been submitted to the other Party by any means specified in Clause 8.8 of the Agreement at the last known contact address of the other Party specified in the Agreement.
 - 10.12. The Parties undertake not to disclose to third parties information about the conclusion and terms of the Agreement and other information about the Parties beyond what is necessary for the proper performance of the Agreement, internal or external supervision, shareholders or audit, and to take all measures within their power to prevent such information from being disclosed to third parties. The aforementioned information may be disclosed to third parties with the prior written consent of the other Party or when the obligation to provide such information to the competent state authorities is prescribed by the laws of the Republic of Lithuania.
-