

## GENERAL TERMS AND CONDITIONS OF GRIGEO GROUP CONTRACT FOR THE CARRIAGE OF GOODS

(valid from 10 March 2025)

### 1. DEFINITIONS

1.1. Capitalised terms shall have the following meanings unless the context requires otherwise:

- 1.1.1. **General Terms and Conditions** means these general terms and conditions of the Grigeo Group Contract for the Carriage of Goods, which form a part of the Contract, laying down the general terms and conditions applicable to the agreement between the Customer and the Carrier on the carriage of goods by road.
- 1.1.2. **CMR Convention** means the Convention on the Contract for the International Carriage of Goods by Road of 1956.
- 1.1.3. **Consignee** means a natural or legal person, his representative specified by the Customer who accepts the Goods at the Place of Delivery of the Goods.
- 1.1.4. **Goods** means the item(s) accepted by the Carrier from the Sender at the specified Place of Collection of the Goods, which the Carrier commits to transport to the specified Place of Delivery of the Goods and to hand over to the specified Consignee in accordance with the Contract.
- 1.1.5. **Place of Collection of the Goods** means the place of collection (loading) of the Goods specified in the Order for the Carriage of Goods.
- 1.1.6. **Place of Delivery of the Goods** means the place of delivery (unloading) of the Goods specified in the Order for the Carriage of Goods or in the Consignment Note.
- 1.1.7. **Consignment Note** means the consignment note of the Goods (CMR consignment note where the Sender and the Consignee of the goods are situated in different countries) filled out by the Sender or the Carrier, according to which the Sender hands over the Goods to the Carrier, according to which the carriage of the Goods is performed, and according to which the Goods are handed over to the Consignee.
- 1.1.8. **Order for the Carriage of Goods** means an order for the carriage of Goods submitted by the Customer to the Carrier in the CMS, which specifies the Goods, the Place of Collection and Delivery of the Goods, the date of delivery of the Goods and other important conditions related to the provision of the Goods carriage services.
- 1.1.9. **CMS** means the Cargo Management System of AB "Grigeo Group" group of companies.
- 1.1.10. **Regulation** means the Regulation (EU) 2016/679 of the European parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC.
- 1.1.11. **Contract** means the General and Special Terms and Conditions and the Order with all their current or future annexes, amendments and supplements.
- 1.1.12. **Sender** means the Customer, or a legal or natural person specified by the Customer who transfers the Goods for carriage at the Place of Collection of the Goods.
- 1.1.13. **Special Terms and Conditions** means special terms and conditions of the Grigeo Group Contract for the Carriage of Goods applicable to the agreement between the Customer and the Carrier on the carriage of goods. The Special Terms and Conditions of the Contract may be set out in a written document of any form (agreement on the special terms and conditions of carriage of the goods, the Order for the Carriage of Goods, etc.).
- 1.1.14. **Party or Parties** means the Customer or the Carrier individually or collectively.
- 1.1.15. **Customer** means a company of AB "Grigeo Group" group of companies, which name, identification number, other data and details are specified in the Special Terms and Conditions for the Carriage of Goods and/or the Order for the Carriage of Goods (including, but not limited to UAB "Grigeo Tissue", AB "Grigeo Klaipėda", UAB "Grigeo Packaging", UAB "Grigeo Baltwood", UAB "Grigeo Recycling", SIA "Grigeo Recycling" and other group companies).
- 1.1.16. **Carrier** means the person who has received the Order for the Carriage of Goods, whose name, identification number, other data and details are specified in the Special Terms and Conditions for the Carriage of Goods and who performs the carriage of Goods under the Contract itself or through third parties.

1.2. Terms used in any document related to the Contract shall have the meanings set out in the General Terms and Conditions, unless otherwise specified or otherwise provided by the context.

## **2. APPLICATION OF THE GENERAL TERMS AND CONDITIONS**

- 2.1.** The General Terms and Conditions shall apply to the carriage of Goods in accordance with all the Contracts for the Carriage of Goods concluded between the Customer and the Carrier, as well as in accordance with the Orders for the Carriage of Goods submitted by the Customer, regardless of whether the Carrier continuously provides the Goods carriage services to the Customer or executes one-time Orders for the Carriage of Goods.
- 2.2.** The General Terms and Conditions can be accessed by the Carrier on the website [www.grigeo.it/en](http://www.grigeo.it/en) and also may be provided at the request of the Carrier by electronic means of communication. The application of the General Terms and Conditions shall not be subject to signature by the Parties. If the Parties wish so, the General Terms and Conditions may be signed and attached to the Special Terms and Conditions.
- 2.3.** In the event of discrepancies or conflicts between the General Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions shall apply.

## **3. SUBJECT-MATTER OF THE CONTRACT**

- 3.1.** The Carrier undertakes to accept the Goods at the Place of Collection of the Goods specified by the Customer in accordance with the Order for the Carriage of Goods, to deliver them to the Place of Delivery of the Goods in due and timely manner and to hand it over to the Consignee in accordance with the Consignment Note. The Customer undertakes to hand over the Goods and pay the agreed price for the Goods carriage services provided in due and timely manner in accordance with the terms and conditions, deadlines and procedure laid down in the Contract.

## **4. ORDER FOR THE CARRIAGE OF GOODS**

- 4.1.** Orders for the Carriage of Goods shall be administrated in the CMS. The Carrier undertakes to log in the CMS and use the CMS in accordance with the instructions provided to the Carrier by the Customer by e-mail.
- 4.2.** The Customer shall provide information on the deadlines and volumes of the specific carriage in the CMS within the time limits specified in the Special Terms and Conditions.
- 4.3.** The Carrier must confirm the Order or refuse to confirm it within the period specified in the CMS calculated from the date of submission of the Order for the Carriage of Goods to the Carrier via the CMS. If the Customer does not receive the Order confirmation / refusal to confirm the Order within the period specified in the CMS, the Carrier shall be deemed to have rejected the Order.
- 4.4.** The Carrier undertakes to indicate the make and license plate number of the vehicle to be used for the carriage of Goods and the name and surname of the driver of the vehicle in the CMS, and to reserve the loading time 8 (eight) hours before the beginning of execution of the Order of the Carriage of Goods at the latest.
- 4.5.** The Customer reserves the right to place the Order for the Carriage of Goods not via CMS, but by e-mail.
- 4.6.** The Parties agree that only authorised persons indicated by the Parties in the Special Terms and Conditions will carry out operations with the CMS and submit Orders for the Carriage of Goods and Order confirmations. The Parties must immediately notify each other of any changes and/or additions to the Orders for the Carriage of Goods, employees that confirm them, and the contact details of these persons within 1 (one) working day at the latest.

## **5. PRICE, PAYMENT PROCEDURE AND CONDITIONS**

- 5.1.** Prices of Goods carriage services are specified in the Special Terms and Conditions.
- 5.2.** The price of carriage services shall include the costs of organising the carriage of Goods, transportation, and all other costs of the Carrier necessary for the proper and high-quality performance of Carrier's obligations under the Contract, including, but not limited to, taxes, fees and other costs incurred by the Carrier in discharging its contractual obligations.
- 5.3.** If the destinations or volumes are changed at the initiative of the Customer, the differences in the volumes of services shall be evaluated and agreed upon by the Parties in separate additional agreements.
- 5.4.** The Customer shall pay for the carriage of Goods under each VAT invoice by a transfer to the Carrier's account within 60 calendar days as of the date of issue of the VAT invoice. Payments shall be made once per week (on Thursdays).
- 5.5.** The Customer shall pay the Carrier for the rendered services upon presentation by the Carrier of the VAT invoice and a copy of the Consignment Note signed and stamped (if applicable) by the Consignee, certifying that the Goods indicated in the specific Order of the Goods has been delivered to the Place of Delivery of the Goods.
- 5.6.** A VAT invoice must be issued for each type of carried products only in respect of provided services. The

Carrier shall submit no more than two VAT invoices per type of products for services provided during one calendar month.

- 5.7.** VAT invoices and other supporting documents shall be submitted to the CMS. The Carrier shall ensure that the date of issue of the VAT invoice coincides with the date of its submission to the Customer.
- 5.8.** The Carrier undertakes to submit VAT invoices for the current month by the 2<sup>nd</sup> (second) working day of the next month at the latest and accompanied by a copy of the Consignment Note. If the Carrier does not have a copy of the Consignment Note on the date of issue of the VAT invoice, it must submit the VAT invoice by the specified deadline without additional documents. In the event that the loading of the Goods is carried out on the last day of the month and the delivery of the Goods takes place in the following month, the Carrier shall submit the VAT invoice for the month in which the delivery of the Goods took place.
- 5.9.** If the Carrier fails to submit VAT invoices and/or duly filled out and signed copies of the Consignment Notes by the set deadline, the deadline for payment of the VAT invoice shall be extended by the number of days of delay by the Carrier in submitting documents. In such a case, no penalty shall be applicable for late payments of VAT invoices.
- 5.10.** The following information must be indicated by the Carrier in the VAT invoice for each carriage of Goods:
  - 5.10.1.** number of the Order for the Carriage of Goods (from the CMS);
  - 5.10.2.** route;
  - 5.10.3.** Consignment Note number (for the carriage of goods in Lithuania);
  - 5.10.4.** CMR Consignment Note number (for the carriage of goods abroad);
  - 5.10.5.** vehicle number;
  - 5.10.6.** dates of loading and unloading;
  - 5.10.7.** price of the Goods carriage service.

## **6. CARRIER'S RIGHTS AND OBLIGATIONS**

- 6.1.** The Carrier represents, confirms and warrants that it is a legal person lawfully incorporated, registered and operating in accordance with the laws of the Republic of Lithuania or another state of its incorporation; that it and its employees performing the carriage have all permits, licenses, consents, civil liability and other insurance necessary for the performance of the operations of the carriage of goods in accordance with the procedure laid down by legal acts. The Carrier's representative confirms that he or she has all the authorisations and the right to conclude and sign the Contract and to assume the respective obligations on behalf of the Carrier.
- 6.2.** The Carrier represents and confirms that it has not concealed from the Customer any data, facts or circumstances that could prevent the fulfilment of the obligations assumed in the Contract in the future.
- 6.3.** The Carrier undertakes as follows:
  - 6.3.1.** to strictly follow and ensure that all drivers of the Carrier's vehicles read and strictly follow the instructions (procedures) on the use of the CMS, loading of vehicles and securing of Goods submitted to the Carrier by e-mail;
  - 6.3.2.** to ensure that upon arrival to the Customer's territory for loading or upon delivery of the Goods to the Customer, the driver of the Carrier's vehicle knows and tells at the Customer's security point the number of the Order for the Carriage of Goods and the number of the Customer's warehouse where the Goods are to be loaded or unloaded;
  - 6.3.3.** ensure that all drivers of the Carrier's vehicle who arrives to load on the Customer's territory or delivers Goods to the Customer has a Community license (certified copy thereof) for the Carriage of goods issued in the European Union or the Republic of Lithuania (if the Carrier is from a Member State of the European Union), or a travel permit (certified copy thereof) authorising driving and freight transport activities (if the Carrier is not from a Member State of the European Union), as well as a certified copy of the declaration of planned business trip when the driver of the Carrier's vehicle has been sent to the territory of the Republic of Lithuania;
  - 6.3.4.** to deliver at the time agreed by the Parties to the Place of Loading of the Goods a vehicle of the required type, which is in good technical order, airtight, protects the Goods from exposure to humidity and is suitable for the specific carriage of the Goods, which bodywork is dry, clean inside and does not have a specific smell capable of transmitting and/or absorbing into the carried Goods and which complies with the hygiene requirements as well as other requirements specified in the Special Terms and Conditions. The provision of a vehicle which does not comply with these requirements shall be treated as a failure to provide the vehicle;
  - 6.3.5.** to ensure that at least 85 per cent of the orders placed by the Customer are confirmed and at least 97 per cent of the confirmed Orders for the Carriage of Goods are duly executed. The fulfilment of the obligation provided for in this Clause shall be verified every month from the date of entry of the

Contract into force;

- 6.3.6.** to accept and deliver the Goods in a timely manner to the address indicated in the Order for the Carriage of Goods and to hand it over to the Consignee;
- 6.3.7.** to ensure that at the moment of accepting the Goods for carriage the driver of the vehicle is satisfied that all necessary documents have been handed over to him or her and that they have been duly filled out. In the event that the Carrier makes no comments on the documents accompanying the Goods at the time of loading, it shall be deemed that the Carrier agrees that all such documents have been submitted and duly filled out;
- 6.3.8.** to accept the Goods for carriage based on the quantity indicated in the Consignment Note. If a shortage of Goods, damage to the packaging of Goods or the Goods themselves has been noted at the time of acceptance of the Goods, the driver of the Carrier's vehicle must request the Sender of the Goods to correct the aforementioned defects, and if they are not corrected, to indicate them in the Consignment Note. If there is a suspicion at the time of acceptance of the Goods of a shortage of the Goods that is difficult to determine, or it is impossible to verify the data of the Goods indicated in the Consignment Note, the Goods are improperly packed, or there are damages to the Goods or their packaging, the driver of the Carrier's vehicle must indicate this in all copies of the Consignment Note at the place of shipment of the Goods. If the aforementioned obligations are not fulfilled and the relevant records are not made in the Consignment Note, it shall be deemed that the damage to the Goods occurred during the carriage of the Goods through no fault of the Sender and/or the Customer. The Goods shall be deemed to have been accepted when the Carrier accepts the Goods at the Place of Collection of the Goods from the authorised person indicated in the Order and the driver of the Carrier's vehicle and the authorised person sign the Consignment Note. When signing the Consignment Note, the driver of the Carrier's vehicle must clearly indicate the full name and position of the signatory in the relevant fields of the Consignment Note and affix the Carrier's seal (if any) containing, among other details, the Carrier's name and the Carrier's identification number;
- 6.3.9.** to be liable for the total or partial loss of the Goods and for damage thereto occurring between the time when he takes over the Goods and the time of their handover to the Consignee; to comply with the safety requirements of the Goods during the carriage of the Goods, especially when other companies' cargo is in the same vehicle; to ensure that the Goods are not soiled, contaminated by cross-contamination during the carriage of the Goods;
- 6.3.10.** to immediately notify the Customer of any troubles, problems and damage to the Goods or their packaging caused in the course of loading, accepting, carrying the Goods, unloading them or performing other formalities;
- 6.3.11.** in case of a delay in loading or delivery of the Goods as compared to the time specified in the Order for the Carriage of Goods, to immediately notify the Customer thereof;
- 6.3.12.** to ensure that the driver of the vehicle controls and ensures proper securing of the Goods in the vehicle (the Goods securing requirements are specified in the Goods securing instructions) and placement in the vehicle body (semi-trailer, trailer) during loading, carriage and unloading of the Goods until the Goods are fully unloaded in such a way that it does not endanger the health and life of persons, traffic safety, the vehicle, the Goods that is being carried, and other property. In case of uncertainties regarding the stowage or securing of the Goods, or if improper loading/unloading and/or placement of the Goods in the vehicle, risky actions related to loading and/or transshipment, and/or unloading of the Goods, any other obstacles preventing the proper performance of the Carrier's duties are noted, the driver of the Carrier's vehicle must indicate this in the Consignment Note;
- 6.3.13.** to participate in the loading, unloading of the Goods, as well as in the inspection of the Goods: the driver must check the quantity, marking, external state of the Goods and packaging accepted for carriage, check whether the Goods have been loaded in such a way as to ensure their safe transportation and to avoid exceeding the permissible loads, and when unloading the Goods, to make sure that the exact Goods that are specified in the accompanying documents have been delivered and they have been delivered to their lawful Consignee, to check the quantity of the unloaded Goods and the external state of the Goods and their packaging. Having noticed any damage to or shortage of the Goods or their packaging, the Carrier (driver of the vehicle) must indicate this in the Goods carriage documents;
- 6.3.14.** to ensure that all persons providing the Goods carriage services use a wheel locking system at the place of loading of the Goods in the territory of the Customer in accordance with the instructions provided by the Customer;
- 6.3.15.** upon delivery of the Goods to the place of destination, to prepare the vehicle for unloading of the Goods (remove the tarpaulin, protective boards, fastening belts, etc.), hand them over to the Consignee indicated in the Order together with all documents submitted by the Sender and accompanying the Goods (consignment notes, quality and origin certificates, VAT invoices, etc.),

and ensure that the Consignee's representative signs the Consignment Note of the Goods, legibly indicating the name, surname, position, and date of receipt of the Goods, and affixes the Consignee's seal (if the Consignee does not have a seal, the Consignee must enter the name of the company in the Consignment Note);

- 6.3.16.** having completed the Order for the Carriage of Goods, to provide information about the completion of the Order in the CMS by entering the CMR Consignment Note number (in the case of carriage of the Goods abroad) and the date and time of completion of the Order;
- 6.3.17.** to unload the Goods on the ramp in the cases specified in the list of destination points;
- 6.3.18.** to reimburse the Customer or a third party for the damage caused through the fault of the Carrier or its subcontractors' employees;
- 6.3.19.** to comply with the requirements of the Supplier code of conduct of AB "Grigeo Group" group of companies (hereinafter – SCC). The Carrier confirms that he has received a copy of the SCC or had the opportunity to consult it on the website <https://www.grigeo.lt/en/policies>. The Customer shall have the right to cancel the Customer's outstanding orders under the Contract, suspend the Customer's future orders or terminate the Contract in the event of a material breach of the SCC by the Carrier, without any obligation to reimburse the Carrier's costs incurred in connection with the performance of the Contract;
- 6.3.20.** to fulfil all conditions and obligations provided for in the Contract in a timely and duly manner.
- 6.4.** Failure by the Carrier to comply with the requirements specified in Clause 6.3 shall render the Carrier liable for all costs, losses and other consequences incurred as a result.
- 6.5.** The Carrier shall have the right to engage third parties for the fulfilment of the obligations under the Contract without a separate permission of the Customer. Upon exercising such right, the Carrier shall remain directly liable to the Customer for the fulfilment of all obligations provided for in the Contract.

## **7. CUSTOMER'S RIGHTS AND OBLIGATIONS**

- 7.1.** The Customer represents, confirms, and warrants that it is a lawfully incorporated, registered, and operating legal person of the Republic of Lithuania. The Customer's representative confirms that he or she has all the authorisations and the right to conclude and sign the Contract and to assume the respective obligations on behalf of the Customer.
- 7.2.** The Customer represents and confirms that it has not concealed from the Carrier any data, facts or circumstances that could prevent the fulfilment of the obligations assumed in the Contract in the future.
- 7.3.** The Customer undertakes as follows:
  - 7.3.1.** to provide accurate information about the characteristics of the Goods, their packaging, conditions of carriage, as well as other information necessary for proper execution of orders in the Orders for the Carriage of Goods;
  - 7.3.2.** In the event where the Goods are handed over by the Customer:
    - 7.3.2.1.** to fill out the Consignment Note before handing over the Goods to the Carrier and to submit to the Carrier all documents necessary for the unimpeded execution of the Order in a timely manner;
    - 7.3.2.2.** to deliver to the Carrier the Goods properly prepared, packaged and marked for carriage; to arrange for the loading of the Goods, unless otherwise agreed by the Parties;
    - 7.3.2.3.** to ensure that no items prohibited for carriage are in the Goods when loading;
    - 7.3.2.4.** to ensure that the Customer's employees comply with the requirements of the Contract and legal acts in the course of loading of the Goods into the vehicle and do not cause any damage to the property of the Carrier or third parties through their actions during loading;
  - 7.3.3.** to assume liability for damages caused to the Carrier through the fault of the Customer's employees engaged in vehicle loading operations;
  - 7.3.4.** to pay the Carrier for the properly performed services under the conditions and in accordance with the procedure laid down in the Contract;
  - 7.3.5.** to fulfil conditions and obligations provided for in the Contract in a timely and duly manner.
- 7.4.** The Customer shall have the right to refuse entry to its territory of the vehicle if the Carrier has not entered (entered incomplete) information required under the Contract in the CMS or the vehicle has arrived at a different time than agreed by the Parties.
- 7.5.** By agreement of the Parties, the Customer shall not undertake to clean the Carrier's vehicle after the unloading of the Goods and shall not reimburse the costs of cleaning of the vehicle after the unloading of the Goods.

## **8. OCCUPATIONAL SAFETY**

- 8.1.** The Carrier must comply with all occupational safety and health, as well as fire safety requirements established by legal acts of the Republic of Lithuania.
- 8.2.** The Carrier confirms that all persons providing the services of carriage of Goods under the Contract are properly and timely instructed on how to carry out works assigned to them in a safe manner, have received all the necessary information about the use of work tools or equipment, and have been introduced to the dangers that may arise to them due to the use of equipment or tools in the course of work.
- 8.3.** The Carrier must ensure the maintenance, pre-operational inspection and regular control of the work equipment and tools used in order to eliminate deficiencies which may harm the safety and health of employees.
- 8.4.** The Carrier must ensure that persons providing carriage services wear vests of bright colours with reflective elements throughout the period of unloading/loading of the Goods in the territory of the Sender and the Consignee, as well as possess and use the necessary personal protective equipment.
- 8.5.** The Carrier must ensure that persons performing carriage services are in a safe area during the loading/unloading of the Goods. It is strictly forbidden for drivers of vehicles (without a separate permit) to walk or be in unspecified work areas, territories, or premises of the Sender and/or the Consignee.
- 8.6.** The Carrier shall ensure that carriage services under the Contract will not be performed by drunk or intoxicated persons who are under the influence of narcotic or toxic substances, and that persons performing carriage services will not bring and use the aforementioned substances in the territory of the Sender and/or the Consignee.
- 8.7.** The Carrier shall ensure that persons performing carriage services smoke only in designated smoking areas specifically installed and marked in the territory of the Sender and/or the Consignee.

## **9. PROCESSING OF PERSONAL DATA**

- 9.1.** The Parties undertake to comply with the Regulation and other legal acts regulating the processing of personal data in the course of executing the Contract and processing of personal data received from each other, including, but not limited to, the names, surnames and contact details (work phone number, work e-mail address, work address), positions held, etc. of employees, agents, members of the management bodies, employees of their subcontractors, and other representatives.
- 9.2.** The Parties undertake to notify each other in writing of any personal data breach involving personal data transferred by the other Party, specifying the nature, extent, and measures taken or recommended to be taken to mitigate the adverse consequences of the breach.
- 9.3.** The Parties confirm that the processing of personal data under the Contract is based on Article 6(1)(b), (c) and (f) of the Regulation.
- 9.4.** Where the Parties transfer to each other the personal data of employees and/or other natural persons involved in the performance of the Contract, the Parties must:
  - 9.4.1.** duly notify all natural persons involved by the Parties for the execution of the Contract that their personal data may be transferred to another Party to the Contract and may be processed for the purposes of the execution of the Contract;
  - 9.4.2.** not to transfer the personal data of any persons who have not been notified about such processing of their personal data;
  - 9.4.3.** respond appropriately to notifications from the other Party regarding the rectification, erasure and/or restriction of processing of personal data of employees and other representatives of that Party transferred to the other Party for the purposes of performance of the Contract;
  - 9.4.4.** notify the other Party of the need to correct, rectify, or erase personal data of its employees and/or other representatives, or restrict the processing of such data.
- 9.5.** Personal data provided by one Party to the other Party must be stored for the entire period of validity of the Contract and the minimum period of storage of the Contract and documents related to the performance of the Contract, as provided for in the legal acts of the Republic of Lithuania and/or local legal acts of the Party.

## **10. LIABILITY OF THE PARTIES**

- 10.1.** The Carrier shall be liable under the Contract and in accordance with the procedure laid down by legal acts as follows:
  - 10.1.1.** for the failure to deliver a vehicle suitable for carriage to the Place of Loading of the Goods;
  - 10.1.2.** for not having a Community license for the Carriage of Goods or a travel authorisation or a business travel declaration (certified copies of these documents) or not having and/or not having provided

the Customer with a travel authorisation or business travel declaration;

- 10.1.3.** for the failure to deliver the vehicle in a timely manner;
  - 10.1.4.** for both total and partial loss of or damage to the Goods from the moment of acceptance of the Goods for carriage until their handover to the Consignee;
  - 10.1.5.** for non-delivery of the Goods to the place specified in the Order for the Carriage of Goods or annexes to the Contract;
  - 10.1.6.** for non-delivery of the Goods in a timely manner.
- 10.2.** The defaulting Party must pay the penalties provided for in the Contract and reimburse the other Party for the direct losses incurred thereby due to the non-performance or improper performance of the Contract in excess of the amount of penalties.
- 10.3.** If one of the Parties to the Contract fails to fulfil and/or improperly fulfils the obligations provided for in the Contract, the defaulting Party must reimburse all caused damages, including the reimbursement for any sanctions that could be imposed by supervisory authorities for the obligations related to the improper processing of personal data.
- 10.4.** In cases where the Carrier fails to confirm more than 85 per cent of the orders placed by the Customer within a month, it must, at the request of the Customer, reimburse the difference between the costs incurred by the Customer when ordering the carriage of goods from another carrier and the costs that it would have incurred if the Carrier had properly fulfilled its obligations under the Contract.
- 10.5.** If the Customer fails to pay the VAT invoice submitted by the Carrier within the term specified in the Contract, the Customer, at the Carrier's request, shall be obligated to pay the Carrier the default interest of 0.04 per cent on the outstanding amount for each working day of delay.
- 10.6.** At the request of the Customer, in the event of a breach of the obligations provided for in Clauses 10.1.1, 10.1.3 and 10.1.5 to 10.1.6 of the General Terms and Conditions for the Carriage of Goods, the Carrier shall pay the Customer a fine of EUR 300 (three hundred euros) and shall reimburse other direct losses of the Customer in excess of the said amount of penalties; in the event of a breach of Clause 10.1.2 of the Contract, the Carrier shall pay the Customer a fine of EUR 1000 (one thousand euros) and shall reimburse other direct losses of the Customer in excess of the said amount of penalties; in the event of a breach of Clause 10.1.4 of the Contract, the Carrier shall reimburse the losses incurred by the Customer.
- 10.7.** At the request of the Carrier, the Customer shall pay the Carrier for the downtime occurring through the Customer's fault a fine of EUR 20 (twenty euros) for each delayed hour of downtime above the loading time of 2 hours (in individual cases – 4 hours), but no more than EUR 200 (two hundred euros) for each day of downtime. The downtime shall be calculated on the condition that the Carrier has provided a suitable vehicle for loading at the time specified in the Order for the Carriage of Goods, arrived at the Place of Delivery of the Goods on time, the Goods have been delivered without any damages or shortages, all the documents accompanying the Goods and submitted to the Carrier have been delivered, and other conditions of the Contract have been complied with. Weekends and holidays shall not be counted as downtime.
- 10.8.** Other amounts of penalties for non-performance or improper performance of the obligations provided for in the Contract shall be specified in the Special Terms and Conditions.
- 10.9.** The Parties shall reimburse each other for late payment interest, fines and other expenses provided for in this Section of the Contract only at the request of the other Party, in accordance with the submitted claim and within the period specified therein. A Party which does not agree with the submitted claim shall, within the period for reimbursement of losses specified in the claim, submit a reasoned response setting out the arguments for the disagreement with the claim. If the Party fails to submit a response to the claim within the specified period, it shall be deemed not to contest its liability and/or the claimed amounts and validity thereof and to approve the claim of the Party.
- 10.10.** The Parties shall have the right not to impose on each other the penalties provided for in the Contract.
- 10.11.** A Party shall be released from liability for failure to perform the Contract if it proves that such failure is due to circumstances which it could not control and reasonably foresee at the time of conclusion of the Contract and that it could not prevent the occurrence of these circumstances or their consequences. Force majeure shall be understood as defined in the legal acts of the Republic of Lithuania. The absence of goods on the market that are required to perform an obligation, the absence of necessary financial resources of the Party to the Contract, or the breach of obligations of the debtor's counterparties shall not be considered force majeure.

## **11. VALIDITY AND TERMINATION OF THE CONTRACT**

- 11.1.** The Contract shall enter into force as of the date of its conclusion or the date specified in the Special Terms and Conditions and shall be valid until the date specified in the Special Terms and Conditions. If the Special Terms and Conditions do not specify the term of validity, the Contract shall be valid until full and proper discharge of obligations of the Parties under the Contract.

- 11.2.** Either Party shall have the right to terminate the Contract unilaterally, in out-of-court procedure, by notifying the other Party in writing 5 (five) working days in advance if the other Party commits an essential breach of the Contract. The Parties agree that failure to fulfil or improper fulfilment of the obligations provided for in Clauses 6.3.3 to 6.3.5 and Section 8 of the Contract, failure to submit duly filled out Consignment Notes in a timely manner, and delay in payment for the carriage of Goods for more than 30 days shall be considered essential breaches of the Contract.

## **12. GOVERNING LAW AND DISPUTE RESOLUTION PROCEDURE**

- 12.1.** The General Terms and Conditions for the Carriage of Goods, the Contract, as well as any obligations of the Parties related to the carriage of Goods shall be governed by the law of the Republic of Lithuania.
- 12.2.** Relations between the Parties shall be governed by the Road Transport Code of the Republic of Lithuania, the Civil Code of the Republic of Lithuania, other legal acts, and the Contract. The provisions of the CMR Convention will apply to the Contract and the relations between the Parties arising therefrom only in the case of international carriage of goods by road and subject to the conditions of Article 1(1) of the CMR Convention.
- 12.3.** All disputes, disagreements or claims arising from these General Terms and Conditions or the Contract or related to the contractual obligations of the Parties in the performance of services under the Contract will be resolved by the Parties in good faith by negotiation and in accordance with the principles of fairness, reasonableness, and justice. If the aforementioned disputes, disagreements or claims related to the General Terms and Conditions, the Contract and/or the contractual obligations of the Parties are not resolved by negotiations, such disputes shall be finally settled in the competent court in Vilnius, the Republic of Lithuania.

## **13. MISCELLANEOUS**

- 13.1.** The Contract with all annexes and supplements thereto and any information obtained by one of the Parties in the course of performance of obligations of the Parties under the Contract and related to the other Party or activities carried out by the other Party, except for information that is public or has become public without the infringement of the non-disclosure obligations, shall be treated as confidential information.
- 13.2.** The Parties undertake to use confidential information only to the extent necessary for the performance of the Contract. The Parties undertake not to use confidential information for any other purposes than those provided for in the Contract and not to disclose it to third parties not mentioned in Clause 13.3 of the General Terms and Conditions without the prior written consent of the other Party.
- 13.3.** The Parties shall have the right to disclose confidential information to the Parties' management bodies, employees, other persons who need the confidential information for the performance of the Contract, lawyers, financial advisers, audit companies, companies providing credit, civil liability and other insurance services, as well as companies providing creditworthiness and solvency assessment services.
- 13.4.** Either Party shall have the right to disclose confidential information where this is imperatively required by legislation.
- 13.5.** The Parties undertake to promptly notify each other of any changes in their legal or contact details specified in the Special Terms and Conditions.