DOCUMENT CHANGE HISTORY

| Version No. | Effective date | Description of revisions |
|---|---|---|
| 001 | 01-02-2017 | Primary version |
| 002 | 01-11-2017 | 1. Clause 3.4.5 supplemented<br>2. Clause 3.4.17 supplemented<br>3. New clause 3.5 added (including clauses 3.5.1 and 3.5.2)<br>4. Clause 5.8 supplemented<br>5. Part of clause 5.10 deleted<br>6. Clause 6.2.13 supplemented<br>7. New clause 6.3.6 added |
| 003 | 04-03-2019 | 1. Clause 2.5 supplemented<br>2. Clause 3.1.4 supplemented<br>3. Clause 3.4.1 supplemented<br>4. Clause 3.4.2 supplemented<br>5. Clause 3.4.4 supplemented<br>6. Clause 3.4.24 supplemented<br>7. Clause 3.5.1 amended (by adding the relevant link)<br>8. Clause 5.10 supplemented<br>9. New clause 6.3.7 added<br>10. New clause 6.3.8 added<br>11. Clause 7.6 supplemented<br>12. Clause 8.4 supplemented<br>13. Clause 8.4.1 supplemented<br>14. New clause 8.4.5 added<br>15. New clause 8.4.6 added<br>16. Annex 1 added<br>17. Annex 2 added |
| 004 | 01-01-2020 | 1. Clause 3.4.4. supplemented 2. Clause 3.4.5. supplemented<br>3. Clause 3.4.7. supplemented<br>4. Clause 3.4.12. supplemented<br>5. Clause 3.4.14 amended<br>6. Clause 3.4.21. supplemented<br>7. Clause 3.4.30. amended<br>8. Clause 5.7. supplemented<br>9. Clause 6.1.2. amended<br>10. Clause 6.1.3. supplemented<br>11. Clause 6.2.5. supplemented<br>12. Clause 7.2. supplemented<br>13. New clause 8.1.9. added |
| 005 | 01-01-2020 | 1. Clause 3.2.3. amended<br>2. Clause 3.4.5. amended (by adding the relevant link)<br>3. New clause 4.3. added (including clause 4.3.1)<br>4. New clause 4.4. added (including clauses 4.4.1.-4.4.7.)<br>5. Clause 6.2.5. supplemented<br>6. Clause 6.3.8. amended<br>7. Clause 8.1.1. supplemented 8. Clause 8.1.4. supplemented |

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| 006 | 06-06-2022 | 1. Clause 2.4. supplemented<br>2. Clause 3.4.14. amended<br>3. New clause 3.4.31. added 4. New clause 3.4.32. added 5. New clause 3.4.33. added 6. New clause 3.4.34. added<br>7. New clause 3.4.35. added<br>8. New clause 4.1.5. added<br>9. New clause 4.2.5. added<br>10. Clause 4.3.1. amended (by adding the new link)<br>11. Clause 5.11. amended<br>12. Clause 6.1.5. amended |
| 007 | 2023-07-26 | 1. Clause 3.4.5. amended (by adding relevant link)<br>2. Clause 3.4.33 supplemented<br>3. Clause 3.4.35. supplemented<br>4. New clause 3.4.36. added<br>5. Clause 3.5.1. amended (by adding relevant link)<br>6. Clause 4.2.5. supplemented<br>7. Clause 4.3.1. amended (by adding relevant link)<br>8. Clause 6.2.5 amended<br>9. Annex 1 - address change<br>10. Annex 2 - address change<br>11. Minor grammar changes in whole document<br>12. Fix of document structure |
| 008 | 2023-12-07 | 1. Updated company name inClause 1.21.<br>2. Updated Clause 3.1.4.<br>3. Clause 3.4.5. - updated link<br>4. Updated Clause 3.4.26<br>5. Updated term in Clause 3.4.35<br>6. New clause 3.4.37 added<br>7. New clause 3.4.38 added<br>8. New clause 3.4.39 added<br>9. Updated Clause 4.3.1.<br>10. Updated Clause 4.4.4.<br>11. Updated Clause 5.8.<br>12. Updated Clause 6.2.4. |
| 009 | 2024-12-09 | 1. New clause 8.5.8 added. |
| 010 | 2025-04-01 | 1. New clause 3.4.40 added.<br>2. New clause 4.2.6 added.<br>3. Clause 3.4.5 - updated link.<br>4. New clauses 4.4.8 - 4.4.19 added. |
| 011 | 2025-10-21 | 1. Annex 1. Updated company postal code.<br>2. Annex 2. Updated company postal code.<br>3. Minor grammatical changes throughout the document.<br>4. Updated clause 6.2.5. |

GENERAL CONDITIONS FOR THE CARRIAGE OF CARGOS (FOR CARRIERS)

## Chapter I. DEFINITIONS

1.1. **CMR Consignment Note** means a CMR consignment note, completed by the Sender or the Supplier, in accordance with which the Sender delivers the Cargo to the Supplier, and in accordance with which the Transportation of the Cargo is carried out and in accordance with which the Cargo is delivered to the Consignee. The Supplier must verify and ensure that each CMR Consignment Note contains data about the Cargo, the Place of Loading, the Place of Unloading, the Sender and the Consignee, the quantity of the Cargo and any other information relevant for the proper performance of Transportation.

1.2. **Insurance Contract** means the Supplier's third-party liability insurance contract whereby the Supplier insures third party liability against failure to fulfil or improper fulfilment of his liabilities arising from the Contract.

1.3. **Forwarding Order** means the Client's order for Cargo transportation submitted to the Supplier in writing (including by e-mail, Skype or any other electronic communications means) which indicates the individual/special conditions for the Transportation of the specific Cargo and makes an integral part of the Contract.

1.4. **Actual Supplier (Actual Carrier)** means a natural or legal person that actually carries out the Transportation of the Cargo on the instruction of the Supplier.

1.5. **Consignee** means a natural or legal person/his representative, as specified by the Client, that takes over the Cargo at the Place of Unloading/Destination.

1.6. **Instructions** means instructions issued by the Client to the Supplier and/or Actual Supplier in writing, by e-mail, Skype or any other electronic communications means relating to the performance of the specific Order that are binding on the Supplier and the Actual Supplier.

1.7. **Place of Unloading/Destination** means the final place of destination of the Cargo which is indicated the Forwarding Order and CMR Consignment Note and wherein the Transportation is completed and the Cargo is unloaded and delivered to the Consignee.

1.8. **Value of the Cargo** means the value of the Cargo, calculated in accordance with the procedure laid down by these Conditions at the place and at the time when the Goods were accepted for carriage, plus the subsidies and/or grants payable for the Cargo by State authorities (which may be not indicated in the Cargo invoice). The value of the Goods shall be first determined in accordance with all available documents, or, in their absence, in accordance with exchange prices, or, in their absence, in accordance with market prices, or, in their absence, in accordance with the value of commodities of the same type/kind, range and quality. The conditions referred to in paragraphs 4.2.4., 6.2.10. and 6.2.11. of these Conditions shall apply inter alia to the determination of the value of the Cargo.

1.9. **Cargo Accompanying Documents** means Cargo invoices, lists of packaging, veterinary certificates, Certificates of Origin for the Cargo, CMR Consignment Notes, TIR Carnet, various permits, licences, export/import declarations, ADR, documents necessary for Customs formalities if the Cargo is being sent outside the European Union ('the EU'), to the EU from a non-EU State or in other cases when Customs formalities are required, as well as any other documents necessary for Cargo carriage.

1.10. **Cargo (Goods)** means an item(s) which the Supplier takes over from the Sender at the specified Place of Loading by undertaking to transport to the specified Place of Destination and deliver to the specified Consignee under this Contract.

1.11. **Place of Loading** means a place at which the Cargo is accepted for Transportation and which is indicated in the Forwarding Order and CMR Consignment Note.

1.12. **Dangerous Goods** means Goods which pose a threat to human health, life, the environment and/or property and are deemed to be dangerous in accordance with any national and/or international legislation.

1.13. **Transportation/Carriage** means the shipment of the Cargo from the Place of Loading to the Place of its Destination under this Contract, including the time during which the Cargo was at the disposal of the

Supplier and/or Actual Supplier, regardless of whether it was in a vehicle, at an intermediate storage place, intermediate transshipment place, storage facility or in any other place.

1.14. **Time Limit for the Transportation Price Payment** means a time limit during which the Client has to pay the Supplier the Price of Transportation (Freight) under the Contract for the properly provided Transportation and related services.

1.15. **Downtime** means the time exceeded exceptionally through the fault of the Client, the Sender or the Consignee which is allowed for loading/unloading the Cargo at Cargo Loading/Unloading Places (i. e. the period of time during which a vehicle, owned/operated by the Supplier and complying with the conditions of this Contract, with a driver is waiting for the loading/unloading of the Cargo at the respective Loading/Unloading Place longer than the time provided for Cargo loading/unloading), calculated on condition that the Supplier has provided the appropriate vehicle for loading by the time specified in the Forwarding Order, arrived at the Place of Destination on time, the delivered Cargo is not damaged or no parts thereof are missing, all Cargo Accompanying Documents submitted to the Supplier have been delivered and all other conditions of the Contract have been met. Weekends and public holidays shall be excluded from Downtime periods.

1.16. **Sender** means a natural or legal person/his representative, as specified by the Client, that delivers the Cargo for Carriage at the Place of Loading.

1.17. **Contract** means a contract for the international carriage of goods by road between the Client and the Supplier, which consists of these General Conditions for the Carriage of Cargos ('the Conditions') together with the specific Forwarding Order and all annexes and amendments thereto and supplementations thereof.

1.18. **Parties** means the Client and the Supplier.

1.19. **Third Person** means any natural or legal persons other than a Party to the Contract.

1.20. **Supplier** means a natural or legal person having received a Forwarding Order from the Client whose particulars are specified in the Forwarding Order. The definition of Supplier shall also cover the Supplier's employees.

1.21. **Client** means Everwest UAB or any other company belonging to the same group of companies the particulars of which are specified in a Forwarding Order and which has ordered the Cargo Transportation services either in his own name or in the name of his customers.

1.22. The words in the Contract that are in the singular form may have the meaning of the plural where so required by the context, and vice versa, and the masculine may include the feminine gender and vice versa, where so required by the context. The titles present in the Contract, including the Conditions, Forwarding Orders and annexes to the Contract, are included for ease of reference only and affect neither the meaning nor interpretation of the Contract.

1.23. The words 'proper', 'necessary', 'immediately' or similar evaluative terms, used to define persons, terms, costs, conditions, etc., shall be interpreted in each particular case individually, taking into account contractual conditions and specific circumstances.

## CHAPTER II. SUBJECT-MATTER OF THE CONTRACT

2.1. By this Contract the Supplier undertakes to take over a Cargo from the specified Sender at the Place of Loading specified by the Client, to transport it in a proper and timely fashion to the Place of Destination specified by the Client and deliver it to the Consignee specified by the Client, and the Client undertakes to pay the Supplier the agreed Price of Transportation (Freight) for the services provided in a proper and timely fashion under the conditions and in accordance with the procedure laid down in the Contract.

2.2. The Parties may also agree, by bilateral written agreement, on the provision of other services relating to the Transportation of Cargo(s) and establish other mutual rights and obligations with regard to each other relating to the Transportation of Cargo(s).

2.3. Individual data of the Parties, the Cargo, loading and unloading as well as other specific orders and instructions shall be indicated in the specific Forwarding Order making an inseparable part of the Contract. In the event of conflict, the special conditions agreed upon by the Parties in the Forwarding Order shall take precedence over the Conditions.

2.4. The Conditions shall apply to any Supplier, both consistently/regularly providing Carriage services to the Client and having accepted/fulfilling one-off Forwarding Orders. For clarity, Supplier's obligations, including but not limited to the sanctions regime set forth in Article 3.4.35, shall also apply to third parties engaged by Supplier in connection with the performance of services, and Supplier shall be liable for any potential damages or liabilities to Client that may arise from the activities of such third parties.

2.5. The transportation of Cargos under this Contract shall be carried out and mutual relationships between the Parties shall be regulated in accordance with the provisions of this Contract, the Convention on the Contract for the International Carriage of Goods by Road ('the CMR Convention'), the European Agreement concerning the International Carriage of Dangerous Goods by Road, ('the ADR Convention') and the Civil Code of the Republic of Lithuania as well as in accordance with other international and national legislation governing the international carriage of goods by road. If the Parties agree on local Cargo transportation services, in such case the relations between the Parties, including the responsibility of the Supplier, in addition to the Contract and to the legal acts referred to in this Clause, shall be additionally governed by mandatory legal norms of the state, where the local transportation takes place.

## Chapter III. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. Rights of the Client.

3.1.1. The Client shall have the right to dispose of the Goods, i. e. to give Instructions to the Supplier, including, but not limited, to instructions to stop the Cargo in transit, to change the Place of Designation of the Cargo or to deliver the Cargo to a Consignee other than the Consignee indicated in the CMR Consignment Note and/or Forwarding Order until the moment of delivering the CMR Consignment Note to the Consignee, while the Supplier must obey the instructions from the Client. In the event the Consignee refuses the Cargo, the Client shall retain the right of disposal of the Cargo.

3.1.2. The Client shall have the right to withdraw the Forwarding Order without any compensation, forfeit and other sanctions/responsibility whatsoever, if the Supplier is informed of the withdrawal of the Forwarding Order at least 24 (twenty four) hours before the agreed time for the provision of a vehicle at the Place of Loading.

3.1.3. If several copies of the CMR Consignment Note are issued in respect of separate parts of the Cargo, the Client shall have the right to request that the Supplier divide the shipment into parts and deliver them to different Consignees.

3.1.4. The Client shall have the right to inspect (perform the audit on site/ remote audit) at any time or to instruct Third Parties to inspect (perform the audit) compliance by the Supplier/his subcontractors with the obligations under the Contract and the mandatory provisions of national and international legislation and in such a case the Supplier must allow the Client or his invoked Third Party to carry out such inspection (audit) and provide all documentary evidence requested by the Client confirming compliance by the Supplier/his subcontractors with the obligations under the Contract and the mandatory provisions of national and international legislation. The Client shall have such a right within the entire term of the Contract and 10 (ten) years after the fulfilment of the last Forwarding Order. If during the audit the Client discovers inadequate circumstances of the performance of the Contract by the Supplier, upon request of the Client, the Supplier shall indemnify the Client for the audit costs incurred by the Client, including all and any fees paid or payable by the Client to Third Parties for the audit services rendered.

**3.2. Obligations of the Client.**

3.2.1. The Client undertakes to provide the Supplier with information about the Cargo, conditions for its Transportation, Cargo Accompanying Documents and the available information requisite for the completion of Customs and other formalities. The Client may specify the place where the Supplier must himself collect the Cargo Accompanying Documents and/or give the Supplier an instruction as to what additional actions are required with regard to the Cargo Accompanying Documents. The Parties may also agree on the obligation of the Supplier to formalise particular documents.

3.2.2. The Client undertakes to ensure that the Cargo is properly prepared and delivered for Transportation at the agreed Place of Loading, at the time agreed upon in the Forwarding Order.

3.2.3. The Client undertakes to ensure that the Cargo will be loaded and/or unloaded within 1 (one) business day from the moment of arrival of the vehicle at the Place of Loading/Unloading in EU States and within 2 (two) business days from the moment of arrival of the vehicle at the

Place of Loading/Unloading outside the EU, unless otherwise specified in the Forwarding Order. The fact whether or not the relevant day is considered to be a business day shall be determined in accordance with the legislation of the State in which Cargo Loading/Unloading is carried out. A business day shall begin at 8 a. m. local time in the area where Cargo Loading/Unloading is carried out. A business day shall end at 5 p. m. local time in the area where Cargo Loading / Unloading is carried out. Where the Supplier arrives for loading/unloading on the day other than a business day, it is considered that the Supplier arrived at 8 a. m. local time on the next business day. Where the Supplier arrives for loading/unloading on the agreed business day, but later than at noon local time (or later than the time indicated in the Forwarding Order), it is considered that the Supplier arrived at 8 a. m. local time on the next business day, in other words, the Supplier is considered to be late for loading / unloading. In this case loading / unloading is ensured in the shortest possible time, but the terms provided for in this clause are not binding the Client and forfeit (fines) for Downtime periods are not paid to the Supplier. Where the Supplier arrives for loading/unloading before 8 a. m. local time (or before the time indicated in the Forwarding Order), the time limits indicated in this paragraph shall commence from 8 a. m. local time on the day of arrival (or from the agreed time of arrival as indicated in the Forwarding Order). This obligation of the Client to ensure Cargo loading/unloading shall not apply and the Supplier shall not be paid forfeit (fines) for Downtime periods, if the Supplier has failed to comply with the time limits indicated in the Forwarding Order (was late) for the provision of a vehicle for Cargo loading/unloading, failed to comply with the time limits for Cargo loading and/or delivery, the delivered Cargo is damaged or it has been determined that part of the Cargo is missing, all or some of the Cargo Accompanying Documents have been lost and/or other cases of the improper fulfilment of the Contract have been determined.

3.2.4. The Client undertakes to communicate the reasonable and justified requirements of the Supplier to the Sender as regards Cargo loading and/or stowage in the vehicle and request the Sender to comply with them. If the Sender refuses to comply with such requirements from the Supplier, the Supplier must immediately notify the Client accordingly and ask for Instructions from the Client without leaving the Place of Loading.

3.2.5. The Client undertakes to immediately notify changes to the conditions for Cargo Transportation and additional Instructions received in connection with the Cargo in transit to the Supplier.

3.2.6. The Client undertakes to pay the Supplier the Price of Transportation (Freight), as indicated in the Forwarding Order, for the Cargo Transportation services provided in a proper and timely manner.

**3.3. Rights of the Supplier.**

3.3.1. The Supplier may, at his discretion, choose the route of Cargo Transportation, unless otherwise specified in the Forwarding Order. The Supplier shall choose the route at his own risk and shall cover at his expense all additional costs in connection with such decisions, unless otherwise specified in the Forwarding Order.

3.3.2. The Supplier shall have the right to refuse to divide the Cargo into parts and deliver them to different Consignees if both of the following conditions are met: (a) such method of Cargo delivery in parts was not indicated in the Forwarding Order and (b) the Cargo is being carried with 1 (one) CMR Consignment Note only.

3.3.3. The Supplier shall have the right to compensation for actually incurred additional costs relating exceptionally to the carrying out of the Client's additional Instructions which change essentially the data indicated in the Forwarding Order and/or CMR Consignment Note. Such additional costs, if they are relating to increased kilometrage from the Place of Loading to the Place of Unloading as a result of additional Instructions from the Client, shall be calculated and the

Supplier shall be reimbursed in proportion to the original kilometrage and the agreed Price of Transportation. Accordingly, if the additional Instructions from the Client are relating to lower kilometrage from the

Place of Loading to the Place of Unloading compared to that agreed in the Forwarding Order, the Client shall have the right to reduce the Price of Transportation (Freight) provided in the Forwarding Order in proportion to the original and actual kilometrage. Compensation for other additional costs relating to the carrying out of additional Instructions from the Client but not relating to the increase of kilometrage shall be paid against the cost- supporting documents provided by the Supplier and only if such costs were agreed upon in writing with the Client before they were incurred. Compensation for the costs mentioned in this paragraph of the Conditions shall not be paid if the costs have resulted from the act or omission by the Supplier or any other causes not specified in the first sentence of this paragraph.

**3.4. Obligations of the Supplier.**

3.4.1. When carrying out Transportation, the Supplier must comply with the provisions laid down in the CMR Convention, the ADR Convention and any other relevant international and national legal acts regulating the international carriage of goods by road. When providing services under the Contract, the Supplier undertakes to comply with all the requirements of the laws applicable to him/her, including, but not limited to, the legal tax requirements of the law on the place of business, and to comply fully with its applicable tax obligations.

3.4.2. In carrying out the Transportation of a Cargo, the Supplier must ensure compliance with the requirements for driver working time and rest periods and of all international legal acts, including the European Agreement concerning the Work of Crews of Vehicles engaged in International Road Transport ('the AETR Convention') and Regulation (EC) No. 561/2006 of the European Parliament and of the Council, as well as respective national legal acts regulating working time and rest periods for drivers. In the course of local Cargo Transportation, the Supplier must comply with the requirements set out in Regulation (EC) No. 1072/2009 of the European Parliament and of the Council of 21 October 2009 on common rules for access to the international road haulage market and other international and national law relating to local and/or cabotage operations applicable in the state, where the local Cargo Transportation is performed. The infringement of this paragraph shall be deemed to constitute a material infringement of the Contract.

3.4.3. The Supplier undertakes to ensure that all employees of the Supplier and/or Actual Supplier involved by him were, are and will be paid, in a proper and timely fashion, salaries and other relevant payments (daily allowances, payments relating to vacation, overtime work, etc.) not lower than provided in the legal acts setting the minimum amount of salary and other payments of each relevant State in which and/or through the territory of which the relevant Transportation is carried out, which are valid and applicable at each relevant moment, also that other requirements relating to labour relations (including relevant requirements in respect of notices and other documentation) applicable in relevant States were, are and will be complied with properly. Also, the Supplier undertakes to ensure that the provisions/guarantees relating to the duration of minimum paid annual holidays, health, safety and hygiene at work, the conditions of hiring out of workers, in particular the protection of workers hired out by temporary employment undertakings, protective measures with regard to the terms and conditions of employment of pregnant women or women who have recently given birth and of children and young people and equality of treatment between men and women and other provisions on non-discrimination as laid down in the legislation, valid and applicable at each relevant time, of each relevant State in which and/or through which the relevant Transportation is carried out were, are and will be applied and guaranteed to all employees of the Supplier/ the Actual Supplier involved by him. The infringement of this paragraph shall be deemed to constitute a material breach of the Contract.

3.4.4. The Supplier must have in place/ensure that the Actual Supplier involved by him has in place all valid permits, certificates, consents, licences and other documents and instruments necessary for the international carriage of goods by road, including, but not limited to, a copy of CMR insurance policy, a copy of compulsory third party liability insurance in respect of the use of a vehicle, vehicle registration documents, documents attesting to the performance of roadworthiness test on the vehicle, documents proving the legal operation of the vehicle (if applicable), CMR forms, a copy of the European Community permit for engagement in the international carriage by road, all necessary licences, travel permits, documents supporting the driver's professional competence and the right to work, equipment

required for road tax payment, cargo fastening straps and other cargo securing means, along with first aid kits and personal protective equipment (PPE), also including documents, permits and certificates necessary for the transportation of Dangerous Goods ('ADR Goods'), if applicable in the case of the specific Transportation. The infringement of this paragraph shall be deemed to constitute a material breach of the Contract.

3.4.5. The Supplier undertakes to ensure that, in the implementation of the Contract, the employees of the Supplier/the persons appointed/controlled/hired/involved by him will act in strict compliance with the requirements laid down in legal acts regulating fire safety, hygiene, safety at work, environmental safety, the protection of personal data, anticorruption and other legal acts regulating the Contract and Carriage services as well as reasonable instructions from the Sender, the Client and the Consignee, including the ethical obligations provided for in the Code of Ethics of the Client (the Code of Ethics of the Client is available online on. Upon failure to ensure the discharge of this obligation, the Supplier must compensate for the damage caused to the Supplier/third persons. The Supplier shall further ensure that the drivers conducting Transportation are under no alcohol intoxication and/or under no other narcotic and psychotropic substances. Failing to ensure the previous requirement, the Supplier shall, upon request of the Client, pay a penalty of EUR 1,000 (one thousand) to the Client, and shall further reimburse any other damages caused to the Client (provided these are not covered by the penalty); besides, the Client shall be at liberty to ban such drivers from conducting any subsequent Transportations of the Client. The infringement of this paragraph shall be deemed to constitute a material breach of the Contract.

3.4.6. The Supplier undertakes to carry out the Transportation of the Cargo himself and not to assign, without the Client's prior written consent, the rights and obligations arising from these Conditions to third persons and not to use the services of third persons (carriers and/or forwarders) during the process of the Carriage. If the Supplier does implement the Forwarding Order himself but outsources a third person for that purpose with the written consent of the Client, the Supplier must ensure that the Actual Supplier (actual carrier) meets all conditions specified in the Conditions and the Forwarding Order and complies with all requirements laid down in the Contract. The infringement of this paragraph shall be deemed to constitute a material breach of the Contract.

3.4.7. The Supplier undertakes, at the time of forming the Forwarding Order, to provide the Client with information on which specific vehicle will be used for Cargo Transportation indicating the vehicle's number plate and delivering the vehicle's valid registration documents (for both the truck and the trailer). The Supplier undertakes to provide on time the agreed, proper, clean, waterproof and odour-free vehicle in good technical condition equipped with Cargo fixing equipment and (if required) ADR equipment that conforms to the requirements set out in the Forwarding Order supplied with the valid documents necessary for Cargo Carriage and fit for transporting the specific Cargo. The Supplier shall not be eligible to release from liability in course of performance of the Contract, in case the Vehicle produced has any defects, including concealed ones, in case the Vehicle breaks down etc. The Supplier shall further insure that the weight of the vehicle produced for the Transportation conforms to the vehicle weight, as indicated in the documents of the vehicle. The provision of a vehicle that fails to comply with the requirements listed in this paragraph shall be regarded as failure to provide a vehicle with all resulting consequences. The infringement of this paragraph shall be deemed to constitute a material breach of the Contract.

3.4.8. The Supplier must act with care and in good faith, in line with the standards of a person who is competent in his activities and provides services professionally, and undertakes to take all possible measures to ensure that the Cargo maintains, during its Transportation, all of the characteristics it had at the time of its loading. The Supplier must comply with the provisions of all applicable current versions of legal acts governing cargo safety requirements, including, but not limited to, the requirements of the ADR, RID and ADNR regulations.

3.4.9. The Supplier must ensure that at the time of Cargo Transportation the drivers have working mobile phones and can be reached on the phone, and have funds sufficient for the acquisition of fuel, payment for parking sites and other expenses.

3.4.10. Where the information specified in the Forwarding Order about the Cargo or the conditions for its carriage is inaccurate or incomplete, the Supplier must find out all inaccuracies and the missing

information which may be necessary for the proper Transportation of the Cargo: the weight, volume and characteristics of the Cargo, technical requirements for the vehicle, additional requisite equipment, procedures, the prohibition of Cargo transhipment, etc. Otherwise, the Supplier shall be held liable for Cargo Carriage improperly and the resulting deterioration in the quality of the Cargo, the diminished value and/or loss of the Cargo/part thereof.

3.4.11. The Supplier must verify at the Place of Loading that the CMR Consignment Note contains the following particulars:

3.4.11.1. the name and address of the Sender;

3.4.11.2. the name and address of the carrier;

3.4.11.3. the place and date of Cargo loading;

3.4.11.4. the date of the CMR Consignment Note and the place at which it is made out;

3.4.11.5. the Place of Cargo Designation/Unloading;

3.4.11.6. the name and address of the Consignee;

3.4.11.7. information about the Cargo: quantity, weight, marking, the method of packing, the number of packages and marks, and in the case of Dangerous Goods, their generally recognized description;

3.4.11.8. the requisite instructions for Customs and other formalities;

3.4.11.9. documents to be handed to the carrier;

3.4.11.10. the registration numbers of the vehicle that will carry out Transportation; 3.4.11.11. other required Instructions.

3.4.12. The Supplier must verify and ensure, at the Place of Loading, that the information/instructions contained in the CMR Consignment Note complies/comply with the information/instructions contained in the Forwarding Order, and in the event of any contradiction must immediately notify the Client in writing to that effect without leaving the Place of Loading and receive his written confirmation that the Transportation has to be carried out on the basis of the information/instructions contained in the CMR Consignment Note but not in the Forwarding Order; failing this, the Supplier shall assume all risks relating to possible costs, losses and other relating consequences. The Supplier shall conduct the Transportation based on the CMR Consignment Note issued / received in the Place of Loading. Unless the Client grants a prior written consent, the Supplier shall not be permitted, during the Transportation, to redo CMR Consignment Notes received at the Place of Loading and/or issue new CMR Consignment Notes. Failing to respect this ban, the Supplier shall, upon request of the Client, pay a penalty of EUR 10,000 (ten thousand) to the Client, and shall further reimburse any other damages caused to the Client (provided these are not covered by the penalty). The infringement of this paragraph shall be deemed to constitute a material breach of the Contract.

3.4.13. The Supplier must be present during Cargo loading and check the number of packages and their marks and numbers against the data contained in the Cargo Accompanying Documents, also check the apparent condition of the Cargo and its packaging, the suitability of the packaging for safe carriage of the Cargo and the proper temperature of the Cargo. If the driver is not allowed to be present during Cargo loading or it is impossible for other reasons to check the conformity of the Cargo with the data specified in the Cargo Accompanying Documents, the Supplier must immediately notify the Client in writing to that effect without leaving the Place of Loading, wait for Instructions from the Client and make respective reservations in all copies of the CMR Consignment Note, including the copy for the Sender; failing this, the Supplier shall become liable for all resulting consequences (including, but not limited to, the fact that it will be deemed that the Cargo has been delivered to the Supplier in a proper condition, of proper temperature and in proper/undamaged packaging and the quantity, markings and numbers of which along with other data correspond to the data specified in the Cargo Accompanying Documents and any damage and/or defect (if any) in respect of the Cargo, the vehicle, third persons and/or their property has occurred during Cargo Transportation not through the fault of the Client or the Sender).

3.4.14. If the driver finds that the number of packages of the Cargo under loading, their marks or numbers do not correspond with the statements in the Cargo Accompanying Documents, also if any damage to the Cargo and/or its packaging, unsuitability of the packaging, missing or excess quantity of the Cargo, unsuitable temperature of the Cargo, etc. is detected, the Supplier must immediately inform the Client in writing accordingly without leaving the Place of Loading, wait for the relevant Instructions from the

Client, make the respective reservations in all copies of the CMR Consignment Note, including the copy for the Sender, and obtain the Sender's written confirmation next to the reservation (such reservations shall not bind the Sender unless he has expressly agreed to be bound by them in the CMR Consignment Note). Upon failure to discharge this obligation and make appropriate entries in the CMR Consignment Note and/or obtain the Sender's written confirmation of the reservations, it shall be deemed that any damage to the Cargo and/or other losses incurred during Cargo Transportation shall be deemed to have occurred through no fault of the Client and/ or the Sender. It shall be prohibited to take over the Cargo for Transportation without the Client's written instruction if the Cargo or its packaging is damaged, and if the number of its packages, their marks and numbers do not correspond with the statements in the Cargo Accompanying Documents, otherwise the Supplier shall become liable for all resulting consequences (including the fact that it will be deemed that the Cargo was delivered to the Supplier in a proper condition, of proper temperature and in appropriate/undamaged packaging and the quantity, marks and numbers of which along with other data correspond with the statements in the Cargo Accompanying Documents and any damage and/or defect (if any) in respect of the Cargo, the vehicle, third persons and/or their property has occurred during Cargo Transportation not through the fault of the Client and/or the Sender).

3.4.15. The Supplier must check whether the loading of the Cargo performed by the Sender ensures its safe transportation and the avoidance of the exceeding of the maximum loads, and must fasten the Cargo with straps and other requisite securing means properly. If any uncertainty arises as to Cargo stowage and/or fixing or improper Cargo loading and/or stowage in a vehicle, and in the event improper/insufficient Cargo packaging, risky actions in relation to Cargo loading and/or transhipment and/or unloading or any other obstacles, events, act or omission that prevent the Supplier from fulfilling his obligations under these Conditions are detected, the Supplier must immediately contact the Client in writing and obtain the relevant instructions. Upon failure to comply with the requirements laid down in this paragraph the Supplier shall become liable for all and any resulting costs, losses and any other consequences (including the fact that it will be deemed that Cargo loading, stowage etc. was properly performed by the Sender and any damage and/or loss (if any) in respect of the Cargo, the vehicle, third persons and/or their property has occurred during Cargo Transportation not through the fault of the Client and/or the Sender).

3.4.16. When taking over the Cargo for Transportation the Supplier must verify whether all required documents have been handed to him and that they are completed properly. If the Supplier makes no comments on the Cargo Accompanying Documents during Loading, it shall be deemed that the Supplier has agreed that no documents are missing and that they all are completed properly. If subsequently the Supplier indicates that some of the Cargo Accompanying Documents are missing or that they are completed improperly, he shall become liable for all resulting costs, losses or other consequences.

3.4.17. The Supplier undertakes to consult and cooperate with the Client in trying to solve the problems encountered during the implementation of the Contract. If during the Cargo transportation for any reasons the vehicle and/or the Cargo are detained by the police, customs authorities or other state institutions, services etc., which initiate the administrative procedure in respect of the Supplier, the Supplier must immediately notify the Client in writing indicating all known circumstances of the situation, and provide all available documents related to the situation (protocols, decisions etc.). The Supplier in such case must show the active interest in the administrative procedure performed in his respect in order to grade all possible conditions for collecting the detained Cargo (part thereof) as soon as possible and deliberate according to the instructions of the Client; also, the Supplier undertakes to periodically (at least once a week) notify the Client in writing about the progress of the matter. Should the Supplier fail to implement the obligation provided for in this paragraph in a proper manner, on the basis of the Contract the Client will have the right to represent the Supplier in the administrative procedures referred to in this paragraph and in such case the Supplier no later than within 5 (five) business days from the receipt of a written request of the Client shall compensate all related costs of the Client.

3.4.18. The Supplier must keep track of the route of vehicle movement and provide in writing the Client with accurate and truthful information on the vehicle’s location at least 2 (two) times a day. Upon receipt of an additional inquiry from the Client about the vehicle’s location, a delay in the provision of the vehicle

for loading or the causes for a delay in Cargo delivery, the Supplier must in writing provide accurate and truthful information within 1 (one) hour of the receipt of such inquiry.

3.4.19. The Supplier must ensure that the vehicle with the Cargo and the Cargo Accompanying Documents are not left unattended during Carriage, and that only safe parking locations are chosen for parking during rest periods, so that in the event of a theft therein the validity of the Supplier's CMR Insurance coverage is ensured, the events are recognized as insurance events and non-reduced insurance benefits are paid. The infringement of this paragraph shall be deemed to constitute a material breach of the Contract.

3.4.20. The Supplier undertakes to deliver the Cargo to the Consignee by the time specified in the Forwarding Order. If the specific date of Cargo delivery is not specified in the Forwarding Order, the Supplier must ensure that the vehicle takes the shortest/quickest safe route from the Place of Loading to the Place of Unloading and that the vehicle with the Cargo covers, on average, at least 400 (four hundred) km each day.

3.4.21. The Supplier must be present during Cargo unloading and check the number of packages of the Cargo being unloaded as well as the apparent conditions of the Cargo and its packaging. Where any facts are established in relation to the possible damage to and/or defects in the Cargo and/or its packaging, the Supplier must immediately inform the Client in writing and obtain Instructions from him. The Supplier shall ensure that the driver conducting Transportation require, should it appear that the Cargo has been breached / damaged / is missing, to issue, jointly with the Consignee at the Place of Destination, a certificate indicating exact quantity of breached / damaged / missing Cargo. Otherwise, the Supplier shall be deemed to trust and to agree with the quantity of breached / damaged / missing Cargo, as indicated by the Consignee. Should the Client or an insurance company of the Client opt for independent experts (surveyors) employed in order to determine the circumstances or causes of damage, and/or the fact and/or value of damages, and should the Supplier fail to provide, within 1 (one) calendar day following receipt of such information, in writing (by e-mail) its own preference to employ independent experts (surveyors) employed, or should the Supplier refuse to attend the inspection, the Supplier shall be deemed as trusting the independent experts (surveyors) employed by the Client or an insurance company of the Client, and the resulting findings shall then be binding on both Parties to the Contract.

3.4.22. The Supplier undertakes to ensure that the Cargo will be delivered to the person authorised to receive it, i. e. must verify that the Consignee's business name or name and surname as specified in the CMR Consignment Note and the Forwarding Order correspond with the business name or the name and surname of the person having confirmed the receipt of the Cargo by his signature. If the information contained in the CMR Consignment Note about the Consignee/Place of Unloading contradicts the information in the Forwarding Order about the Consignee/Place of Unloading, the Supplier must immediately notify that to the Client in writing without leaving the Place of Loading and obtain his written confirmation that the Cargo has to be delivered to the Consignee on the basis of the information contained in the CMR Consignment Note but not in the Forwarding Order. If by reason of improper discharge of these obligations the Cargo is delivered to a wrong Consignee, the Supplier shall be liable for the total loss of the Cargo. The infringement of this paragraph shall be deemed to constitute a material breach of the Contract.

3.4.23. Upon delivery of the Cargo to the Place of Unloading the Supplier must request a written confirmation that the Cargo has been delivered. The Consignee must confirm the receipt of the Cargo by his signature and seal on the CMR Consignment Note. The confirmation shall contain the company name and the name, surname and position of the signatory.

3.4.24. Taking into account the kind and value of the Cargo and other criteria, the Supplier must, in the absence of individual specific instructions from the Client, at his own risk select the appropriate and safe route for Cargo Transportation, safe parking sites and ensure, by all possible means, Cargo safety during Transportation, and in the event of establishment of any fact of damage, take all possible measures to reduce the damage, record the fact of damage and protect the interests of the Client and the owner of the Cargo. In the event of a road accident occurring during Transportation, the Supplier must ensure that the driver, who has carried out the Transportation, records the accident in duly and timely manner, by making a declaration of the accident with the other participant of the accident (if, in accordance with

the legal requirements, it is not required to inform the police) or informing the local police about the accident in order to record the circumstances and the perpetrator of the accident. The Supplier must ensure that, immediately after signing the accident declaration, the driver takes a photo of the accident declaration confirmed with the signatures of the accident participants and that a copy of the declaration is submitted to the Client as soon as possible. In cases where the laws of the state of the accident do not provide for the possibility of making an accident declaration, the Supplier must instead provide, as soon as possible, the Client with a written explanation of the circumstances of the accident and other documents in which the culprit of the accident has been found. If the Supplier fails to fulfil these obligations in a proper manner in part or in full, and as a result the perpetrator of the accident is not identified, for the purposes of the performance of the Contract, the Supplier shall be deemed to be guilty for the accident and shall be liable for all costs, losses and other consequences of the accident.

3.4.25. Where so required by the specific nature of the Cargo, the Supplier must ensure the proper and continuous operation of the equipment maintaining the appropriate temperature regime in the vehicle and the required temperature of the Cargo throughout Transportation as specified in the relevant Forwarding Order and CMR Consignment Note, and in the absence of the specific instruction regarding temperature, the Supplier must immediately notify the Client to that effect in writing without leaving the Place of Loading and obtain his written instruction regarding the required temperature. If the information in the CMR Consignment Note about the temperature regime is in conflict with the information in the Forwarding Order about the temperature regime, the Supplier must immediately notify the Client to that effect in writing without leaving the Place of Loading and obtain his written instruction regarding the required temperature. If the Supplier fails to discharge these obligations, he shall become liable for all resulting costs, losses and other consequences. At the request of the Client, the Supplier must immediately provide the readings of devices recording the vehicle's temperature regime and ensure correctness thereof. If the Supplier fails to provide the readings of devices recording the vehicle's temperature regime, it shall be presumed that the Supplier has failed to ensure the required temperature regime during Transportation and is liable for all resulting costs, losses and other consequences. The infringement of this paragraph shall be deemed to constitute a material breach of the Contract.

3.4.26. If a whole vehicle is ordered for Cargo Transportation, the Supplier shall be prohibited from carrying other goods, irrespective of the fact that there is free space left in the vehicle. Upon failure to comply with this requirement, the Transportation Price (Freight) shall be reduced in proportion to the area of free space left in the vehicle as well as reimburse all damages and losses of Client including complaints brought by third parties against the Carrier.

3.4.27. During Cargo Carriage the Supplier must carry out properly all Client's instructions contained in the Conditions and the Forwarding Order. The Supplier must immediately inform the Client in writing of any inability to fulfil the Contract in accordance with the conditions stipulated therein and ask for further Instructions from the Client.

3.4.28. If for any reasons the Supplier can no longer continue Cargo Carriage under the conditions laid down in the Contract and the CMR Consignment Note, he must immediately notify the Client to that effect in writing and obtain his Instructions regarding further actions, and until such time as he receives Instructions the Supplier must immediately take all possible measures, at his own expense, to protect the Cargo, including the storage of the Cargo with Third Persons, if this is required to preserve the proper condition of the Cargo or if the Client fails to give Instructions regarding further actions within a reasonable period of time, which in any case is at least 72 (seventy two) hours. In this case the Supplier shall be liable for selecting a proper Third Person, the proper storage and full preservation of the Cargo as well as all the consequences relating to inability to discharge Cargo Transportation obligations properly. The infringement of this paragraph shall be deemed to constitute a material breach of the Contract.

3.4.29. In the event the Consignee refuses the Cargo, the Supplier must immediately inform the Client accordingly in writing and obtain his Instructions regarding further actions in connection with the Cargo. The Client shall have the right to specify another Consignee, to give an instruction to return the Cargo to the Sender or to issue other Instructions. In the cases referred to in this paragraph the conditions

laid down in paragraph 3.4.28 of the Conditions shall apply inter alia. The infringement of this paragraph shall be deemed to constitute a material breach of the Contract.

3.4.30. The Supplier undertakes to make available to the Client, not later than within 1 (one) business day after the hand-over of the Cargo to the Consignee, produce to the Client, by e-mail, fax, or other communications, a copy of CMR Consignment Note, accompanied by a remark (signed and sealed) of the Consignee on receipt of the Cargo, and not later than within 15 (fifteen) calendar days following the date of delivering the Cargo to the Consignee, 2 (two) originals of the CMR Consignment Note with the Sender's signature and seal, Customs stamps (if applicable) and the Consignee's note (signature and stamp) regarding the receipt of the Cargo as well as other documents confirming the proper fulfilment of the Carriage Contract as specified in the Forwarding Order, and a VAT Invoice for the payment for Cargo Carriage services. In the event of damage or in other similar cases, the Supplier undertakes to e-mail copies of the documents referred to in this paragraph within 1 (one) business day following the submission of the request by the Client, if the Client requests so. If the Supplier is late in providing the documents referred to in this paragraph of the Contract, the Supplier shall pay a forfeit of EUR 100,00 (one hundred) for each day of delay to submit documents, if the Client requests so.

3.4.31. Supplier certifies that it has a system in place to record traffic/safety accidents and other irregularities reported by its drivers.

3.4.32. The Supplier shall provide work instructions to drivers specifying the following:

1) the responsibility of drivers to report traffic accidents and safety incidents;
2) on the use of a professional or private cell phone;
3) ban on alcohol and drugs;
4) what to do in case of an emergency;
5) security and security requirements;
6) rules for daily inspection of vehicles;
7) rules for loading
8) obligation to ensure that the vehicle has written instructions (for the carriage of ADR goods); 9) use of safety measures on the vehicle;
10) obligation to ensure after loading that the load and the vehicle are undamaged and in a satisfactory condition;
11) obligation to ensure, after loading, that the weight of the vehicle does not exceed the permissible weight limits;
12) obligation to ensure, after loading, that the vehicle is properly marked (when transporting ADR goods);
13) advice on how to deal with bad weather conditions;
14) appropriate measures to be taken if the journey cannot be continued due to security risks (when transporting ADR goods); 15) unloading procedures.

3.4.33. The Supplier shall have a system for collecting data on Greenhouse Gas (GHG) emissions and shall make it available upon request.

3.4.34. The Supplier shall ensure that its drivers are trained in safe handling, loading and unloading.

3.4.35. By concluding the Agreement the Supplier confirms that it and its shareholder(-s), and ultimate beneficial owner(-s) are not included into consolidated list of persons, groups and entities subject to European Union sanctions (list/index_en. htm), USA sanctions, OFAC list. The Supplier is obliged to immediately inform the Client in writing regarding the sanctions applied to him in the future after the conclusion of the Agreement no later than within 1 (one) day after to the entry into force of these sanctions. In the event the Supplier provides inaccurate information, hides the fact of the application of sanctions or does not provide the specified information for any reason, these circumstances will be considered a material violation of the Agreement and shall be ground for the Client to unilaterally terminate the Agreement immediately. The Supplier shall comply with European Union and other applicable regulations regarding transportation of sanctioned Goods in transit (including, but not limited to Regulation (EU) 833/2014, Regulation (EU) 765/2006, Regulation (EU) 2021/821), and in particular with the regulations that prohibit transportation of sanctioned Goods through the territory of Russia, Belarus, Crimea, Sevastopol or non-government controlled areas of Ukraine. The Parties agree that the Client cannot and will not be liable under any circumstances, and under no circumstances the Clients assumes any risks of violation of the sanctions' regimes of the European Union and the United

States through the fault of the Supplier and / or its shareholder(-s), and / or the fault of its ultimate beneficiary owner(-s). In the event the Client has an obligation to make payment to the Supplier in accordance with the Agreement, due to a tort, law or on other basis provided for by legal acts, a non-fulfilment or improper fulfilment of such an obligation, due to the application of the sanctions specified in this paragraph to the Supplier, is not considered as a violation of Client's contractual obligations or the obligations provided by legal acts.

3.4.36. Supplier must ensure compliance in accordance with the targeted sanctions, including, but not limited in Regulation (EU) No 833/2014 of 31 July 2014 „Concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine" (hereinafter - Regulation No 833/2014) including any additions or amendments to it; Regulation (EU) No 2021/821 of 20 May 2021 "Setting up a Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual-use items (recast)" (hereinafter - Regulation No 2021/821) including any additions or amendments to it; Regulation (EU) No 765/2006 including any additions or amendments to it, other restrictions approved by the European Union (EU), the US Office of Foreign Property Control (OFAC), the United Kingdom (UK).

3.4.37. The Supplier undertakes, when involving third parties in the performance of this Agreement, to disaggregate the price of the services provided into the price of the services up to the border of the Eurasian Economic Union and the price of the services in the territory of the Eurasian Economic Union. The Supplier also undertakes to ensure that all third parties engaged by the Supplier will comply with this condition.

3.4.38. In the event of non-compliance or inadequate performance by the Supplier of its obligations under clause 3.4.37 of this Agreement, the Supplier shall be entitled to claim payment of any damages incurred as a result of the non-performance or inadequate performance of its obligations.

3.4.39. The Supplier undertakes to inform the Client of any requests from the customs authorities in connection with the carriage being carried out, including requests to the Actual Carriers hired to carry out the Supplier's obligations.

In the event of a breach of this clause, the Supplier shall be entitled to claim compensation for any loss suffered as a result of the failure to comply with, or the improper performance of, this clause.

3.4.40. The Supplier undertakes to provide data on the vehicle standard (EURO 4/5/6), fuel consumption (truck and trailer), fuel type and kilometers travelled after each transport.

**3.5. Anticorruption obligations:**

3.5.1. The Parties agree that in all cases to the extent related to the Contract, during the Contract and after its expiration the Parties shall comply and take all reasonable measures that their subcontractors, representatives or other third parties under their control or decisive influence comply with part 1 of the Rules on the fight with corruption of the International Chamber of Commerce (hereinafter the ICC) which by this link is included in the Contract to full extent (the full text on the Rules can be found via following link:. A breach of this paragraph shall be treated as the material breach of the Contract.

3.5.2. If the Party, having exercised its right to perform the audit of the other Party as provided for in the Contract or other agreement, or in other ways submits evidence that the other Party has committed the material breach or several repeated breaches of the provisions of part 1 of the Rules on the fight with corruption of the ICC, it shall notify the latter Party accordingly in writing, and demand this party to take necessary steps for rectification of violations within the reasonable period of time, and notify it of such actions. If the latter Party fails to take the necessary steps for rectification of the violation or if the defence in the relevant situation is insufficient, the first Party may, at his discretion, to suspend the performance of the Contract or terminate it, unless differently agreed between the Parties

## Chapter IV. OTHER CARGO TRANSPORTATION CONDITIONS

**4.1. Transportation of Dangerous Goods.**

4.1.1. At the moment of entering into the Contract the Client must provide the Supplier with all available information in writing about a dangerous nature of the Goods, generally recognised description of the Dangerous Goods and precautions as well as any other available information.

4.1.2. The Supplier must obtain all required missing information and ensure all possible precautions during the Transportation of Dangerous Goods.

4.1.3. The Supplier must ensure that the drivers who actually carry out the international Transportation of Dangerous Goods have valid ADR driver training certificates and valid driver medical cards and comply with all requirements laid down in the ADR Convention and other legal acts regulating the Transportation of Dangerous Goods. The infringement of this paragraph shall be deemed to constitute a material breach of the Contract.

4.1.4. The Supplier undertakes to compensate for all losses sustained by the Client and third persons by reason of the improper Transportation of Dangerous Goods.

4.1.5. The Supplier transporting ADR goods confirms compliance with all necessary legislation and requirements, including the appointment or employment of an ADR safety advisor, in accordance with the requirements of the ADR European Agreement concerning the International Carriage of Dangerous Goods by Road. The Supplier also undertakes that the vehicles used for the transport of ADR goods comply with the design requirements of the ADR European Agreement concerning the International Carriage of Dangerous Goods by road.

**4.2. Transportation of high value cargos.**

4.2.1. The Parties hereby agree that the Cargo shall be considered a high value cargo when the value of its 1 (one) kg is above the amount of 8.33 (eight and thirty-three tenths) SDR established in the CMR Convention.

4.2.2. If the Client specifies in the Forwarding Order that the Transportation of the Cargo is subject to the security procedures and requirements under the TAPA TSR, the Supplier must ensure that the services provided comply with all TAPA TSR security procedures and requirements applicable to the TAPA TSR level standard (Level 1, Level 2 or Level 3) indicated by the Client

and must provide the Client with the supporting TAPA TSR certificate. The infringement of this paragraph shall be deemed to constitute a material breach of the Contract.

4.2.3. If the Client does not indicate in the Forwarding Order that the Transportation of the Cargo is subject to TAPA TSR procedures and requirements, but the Cargo is of high value, or, based on the nature of the Cargo, it can be readily sold on the market, the Supplier must, taking into account the kind and specificity of the Cargo, ensure a secure route for the Transportation of the Cargo accordingly and the use of secure parking locations with guards (necessarily), CCTV, fences and lights and ensure by all other possible means the security of the Cargo during its Transportation. The infringement of this paragraph shall be deemed to constitute a material breach of the Contract.

4.2.4. The Parties hereby agree that in the event of a high value Cargo, when the value of the Cargo is known to the Supplier as it has been declared in the Cargo Accompanying Documents or indicated in the Forwarding Order, the Supplier shall in all cases be liable for the loss of the Cargo by the price of purchase/acquisition of the lost Cargo declared in the Cargo Accompanying Documents, as indicated in Article 24 of the CMR Convention. The Parties hereby expressly confirm that in such cases the Transportation Price (Freight) indicated in the Forwarding Order shall also cover the Client's payment (freight surcharge) to the Supplier for non-application of compensation limits in accordance with Article 23(3) of the CMR Convention, as set out in Article 24 of the CMR Convention, including the cases when that payment is not indicated separately in the Forwarding Order. The Parties hereby agree that this paragraph shall apply in the cases when the Forwarding Order contains a separate reference to the application of this paragraph of the Conditions.

4.2.5. The Supplier agrees to conduct a risk assessment of routes and select a potentially less risky route. The route must be given to the driver prior to the trip. If it would appear that the driver chose the route or the parking location by himself (without indication of the Supplier), then the Supplier shall be deemed to have failed to take reasonable steps for the safe transportation of the cargo.

4.2.6. For the carriage of high-value cargo, the principal undertakes to comply with the requirements of TAPA TSR 2023 or later (https://tapaemea. org/downloads-English/), ensuring the safety and reliability of the transport.

**4.3. Transportation of food products.**

4.3.1. In the case of food products transportation, the Supplier must have a quality level and food safety management system that complies with the requirements of the This means that the Supplier must have a valid IFS Logistics standard certificate and / or the activities performed by the Supplier must comply with the requirements of the IFS Logistics standard or relevant food safety management system. By approving any Forwarding Order under which food products are transported, the Supplier confirms that he meets the requirements provided for in this clause. A breach of this paragraph shall be treated as the material breach of the Contract.

**4.4. Transportation of Pharmaceutical Cargo.**

4.4.1. Pharmaceutical Cargoes are highly sensitive products, and everyone involved in the transportation of these Cargoes must be properly prepared and must be prepared to take greater responsibility for the proper enforcement of all Transportation requirements. Depending on the nature of the Pharmaceutical Consignments, a breach of any of the obligations set out in Clause 4.4. hereof shall be considered a material breach of the Contract.

4.4.2. At the moment of concluding the Contract, the Client must provide the Supplier in writing with all available information on the specifics of the pharmaceutical Cargo, the necessary security measures and other available information required for the Transportation of such Cargo.

4.4.3. The Supplier must ensure that: (a) vehicles engaged in the international transport of Pharmaceutical Cargo have valid ATP / FC certificates, (b) a temperature distribution plan is in place for the vehicle engaged in the international transport of pharmaceutical Cargo, and (c) a semi-trailer carrying a pharmaceutical Cargo has a valid temperature sensor calibration protocol.

4.4.4. The Supplier performing international pharmaceutical Cargo Transportation must have a valid GDP certificate or must have passed an audit (on site / remote) in accordance with GDP requirements. The Client has the right to carry out an audit of the Supplier at any time in accordance with the requirements of GDP by appointing its own auditor, and the Supplier must give the Client / his appointed auditor the opportunity to perform such an audit.

4.4.5. The Supplier must ensure that the inside of the semi-trailer transporting the pharmaceutical Cargo is properly washed before loading of each pharmaceutical Cargo. The Supplier must ensure that such semi-trailer is clean, odourless and free of foreign objects. The Supplier is responsible for the proper organization and control of the internal washing of the semi-trailer.

4.4.6. At the request of the Client, the Supplier must immediately provide the data of the temperature recording devices of the vehicle transporting the pharmaceutical Cargo and shall ensure that the data are correct. The Supplier shall be prepared to comply with the Consignee's requirement to provide a thermogram at unloading. In this case the conditions set out in Clause 3.4.25 hereof shall also apply.

4.4.7. The Supplier must ensure that all his employees would have periodic, repeated at least 1 (one) time per year, pharmaceutical Cargo Transportation training.

4.4.8. The Supplier undertakes to ensure that all transportation and logistics activities related to the transportation of pharmaceutical products comply with the requirements of EU GDP 2013/C 343/01.

4.4.9. The Supplier must guarantee that the drivers transporting pharmaceutical products undergo training in accordance with GDP requirements, including temperature monitoring and security control. Upon the Client’s request, the Supplier must provide records of the training.

4.4.10. The Supplier ensures that the equipment used for transporting pharmaceutical products complies with GDP requirements and has valid certifications. Prior to each transport, the Supplier is obliged to provide documents confirming the annual calibration of temperature control equipment, temperature mapping (summer and winter) for temperature-controlled trailers, in trailers should be continuous mode of temperature and must be a valid FRC/ATP certificate for the trailers.

4.4.11. The Supplier is obliged to ensure the safe transportation of the cargo, with stops only at secured parking areas. The Supplier also guarantees the presence of a real-time monitoring system (GPS) and provides access to it upon the Client’s request.

4.4.12. The Supplier guarantees that the equipment used for transporting pharmaceutical products is clean, dry, free of any foreign odors, and in good technical condition.

4.4.13. In the event of any deviation (incident or accident), the Supplier must immediately inform the Client and await further instructions. The Supplier is required to follow the Client's instructions.

4.4.14. The Supplier is aware that additional stops are prohibited, and the cargo cannot be detached until it reaches the final destination. The Supplier must plan the route, considering safe parking areas, or provide the driver with a list of authorized stops approved by the carrier according to the ESPORG safety requirements. Any deviations from the approved route must be promptly communicated to the Client.
4.4.15. 8. Third parties are prohibited from being engaged in the transportation process.
4.4.16. 9. After unloading, the Supplier must provide the necessary documentation for the shipment, including but not limited to the CMR document, waybills, temperature reports (no later than 1 working day after unloading).
4.4.17. 10. The Supplier must immediately notify the Client in case of any changes during the transportation.
4.4.18. 11. The Supplier must provide the driver's contact information for communication.
4.4.19. 12. The Supplier must complete a questionnaire (Quality Assessment Form) and send it to the Client before loading (one-time assessment before the first cargo transport).

## Chapter V. TRANSPORTATION PRICE AND PAYMENT ARRANGEMENTS

5.1. The Transportation Price (Freight) shall be indicated in the Forwarding Order and shall include all other costs of the Supplier relating to, and likely to arise from, Transportation, including, but not limited to, the costs of fuel, salaries in all relevant jurisdictions, road taxes, currency rate fluctuations, additional equipment necessary for Cargo Carriage and/or fixing, permits, licences etc., with the exception of the costs to be additionally reimbursed in accordance with the specific provisions in the text of the Forwarding Order.
5.2. For the Cargo Transportation, carried out properly and in a timely manner, the Client must pay the Supplier the Transportation Price (Freight) by a bank transfer within 90 (ninety) calendar days following the receipt of the properly completed CMR Consignment Note in two original copies, one original of the properly issued VAT Invoice for payment and any other properly completed documents as indicated in the Forwarding Order (including, but not limited to, import/export declarations). If the Forwarding Order sets out another payment time limit and arrangements, the Supplier must comply with the conditions specified in the Forwarding Order.
5.3. The CMR Consignment Note provided for payment purposes shall contain the notes of the Sender, carrier (the Supplier or the Actual Supplier), Customs notes (stamps and signatures), the note of the Consignee, as specified in the CMR Consignment Note, on Cargo receipt, an indication of any changes of the Transportation route, redirections, replacement of the vehicle, damage to or missing quantity of the Cargo and/or packaging, the date of Cargo delivery as well as Downtime periods, if a Downtime list is not provided. The provision of the CMR Consignment Note without the relevant note of the Consignee on the receipt of the Cargo and/or without other information, signatures, stamps, notes etc. as set out in the Contract, failure to provide the CMR Consignment Note in 2 (two) original copies shall not be considered a proper provision of the CMR Consignment Note and shall not constitute grounds for the commencement of the time limit for paying the Transportation Price.
5.4. In the absence of any of the documents referred to in paragraph 5.2 of the Conditions and/or in the Forwarding Order (or in the event they are completed improperly and/or are faulty otherwise) payment to the Supplier for the provided services against a VAT invoice shall not be effected and the time limit for Transportation Price payment indicated in the aforementioned paragraph or the Forwarding Order shall commence on the day on which the last document required for payment which meets the conditions of the Conditions has been provided to the Client.
5.5. The Supplier must provide separate VAT Invoices for the Transportation service provided and for additionally incurred costs/Downtime, if any, and if they are subject to compensation under the Contract. The Client shall have the right to unilaterally reject and return the Supplier's VAT invoice if the requirement laid down in this paragraph has been ignored or if no prior written agreement has been reached with the Client on the additional costs. The rejection and return to the Supplier of an incorrectly formulated and/or issued invoice shall mean that the Supplier has not at all submitted an invoice to the Client.

5.6. The date of payment shall be deemed to be the day on which the amount payable to the Supplier is debited from the Client's checking account. The Client shall bear only the costs of his bank charges relating to the transfer of money to the Supplier, all other costs of banking transactions, including the services of correspondent banks, shall be borne by the Supplier.

5.7. The Supplier shall be required to produce a claim addressed to the Client pertaining to the compensation of the forfeit, penalties and additional expenses or damages within 7 (seven) calendar days following delivery of the Cargo to the Consignee. The Client shall be free to reject unilaterally any subsequent claims, which shall be returned to the Supplier as unsubstantiated. The forfeit and compensation payable under these Conditions and/or the Forwarding Order must be paid within 45 (forty-five) calendar days from the date of receipt of the written request from a Party entitled to receive such amounts, provided that all documents evidencing the Party's right to receive these amounts and/or the size thereof have been submitted.

5.8. The Supplier shall be prohibited from assigning, without the Client's prior written consent (including under law), the Contract and his obligations and rights thereunder, including, but not limited to, the right of claim with respect to the Client and Third Persons, including, but not limited to, the concluding of a factoring agreement as well as the transfer of the rights of claim in respect of the Client to debt collection companies. The infringement of this paragraph shall be deemed to constitute a material breach of the Contract. In case of violation of this paragraph the Client shall have a right to demand the Supplier to pay a fine of 5,000 (five thousand) EUR as well as any costs incurred out of dealing with debt collection companies which the Client shall have a right to unilaterally deduct from the amounts payable to the Supplier in accordance with the procedure specified in paragraph 5.11. Where the Supplier concludes an agreement on the assignment to Third Persons of his financial claims under the Contract, with the exception of a factoring agreement, without observing the conditions laid down in this paragraph, the fulfilment of the Client's monetary obligation directly to the Supplier will be deemed to be the proper fulfilment of the Client's obligations.

5.9. The Client shall have the right to unilaterally (without a separate/additional consent/authorisation from the Supplier) assign the Contract and/or any of his rights and/or obligations thereunder to any company of the Client's group. For the purposes of this paragraph of the Conditions, a company of the Client's group shall be deemed to be any entity which is directly or indirectly controlled by the same entity(s) which controls/control the Client, either indirectly or directly.

5.10. In the event of damage to the Cargo (including Cargo loss and other similar cases) which was carried on the basis of the specific Forwarding Order, also in the case, when the Supplier violates any other obligations hereunder and/or mandatory requirements of national or international laws, the Client shall have the right, upon submitting a written notice to the Supplier, to withhold all and any sums payable by the Client under this Contract and any other contracts concluded between the Client and /or the Client' group and the Supplier in accordance with the procedure laid down in this Contract, regardless of whether such sums are payable to the Supplier or a Third Person (e. g. in the cases of concluding a factoring or any other agreement on the assignment of the right of claim), without any sanctions, until such time as the Parties completely resolve their relationships with regard to damage to the Cargo or violation of obligation, i. e. until such time as the Client lodges claims against the Supplier and such claims are settled in full, or, in the event of a dispute between the Parties regarding such claims, until as time as the dispute is resolved in accordance with the procedure laid down in the Contract. If the Client exercises the right to withhold the sums payable by the Client under this Contract and all other contracts concluded by the Client and/or the Client's group with the Supplier, as provided in this paragraph, the validity of the Supplier's monetary claims against the Client arising on the basis of this Contract and all other contracts concluded by the Client and/or the Client's group with the Supplier shall be suspended and shall be renewed only after the Parties have resolved the dispute or disagreement between the Parties and the actions set out in paragraph 5.11 of the Conditions have been performed (if applicable). In this case the Parties must endeavour to finally resolve the issue of compensation or the dispute between the Parties as soon as possible. By concluding the Contract the Parties hereby agree and acknowledge their understanding of the fact that the Client's right to withhold the sums payable by the Client under this Contract and all other contracts concluded by the Client and/or the Client's group with the Supplier, as established in this paragraph, remains unaffected when

the Client assigns his financial claim arising from the Contract to a Third Person on the basis of factoring or any other agreement. By concluding the Contract the Parties hereby confirm their understanding of the fact that if the Supplier enters into a factoring agreement or any other agreement on the assignment of the Supplier's monetary claim, the Contract shall be understood and interpreted, for the purposes of fulfilling the Contract, in such a way that the validity of the Supplier's monetary claim, which was suspended on the grounds set out in this paragraph by reason of exercise by the Client of the right to withhold the sums payable by the Client discussed in this paragraph, is renewed (emerges) only after the dispute or misunderstanding between the Parties has been resolved by the Parties in accordance with the procedure laid down in the Contract and only after the set-off discussed in paragraph 5.11 of the Conditions has been performed (if applicable), applying both those grounds cumulatively.

5.11. The Client shall have the right to unilaterally make a set-off of the sums of the Client's financial claims against the Supplier (e. g. claims for compensation, payment of fines, etc.) against the sums payable by the Client under this Contract and any other contract entered into by the Client and/or the Client's group of companies and the Supplier, including the cases when the Supplier has assigned his financial claim under such contracts to a Third Person or on the basis of any other agreement on the assignment of the Supplier's monetary claim. The Client also has the right to unilaterally set off all financial claims that the Supplier has against the Client against the claims of an entity from the Client's group without assigning the claim to the Client (such set-off shall not be understood as equivalent set-off based on Article 6.130 of the Civil Code of the Republic of Lithuania, but as set-off within the meaning of the Contract). By entering into this Agreement, the Parties confirm for the sake of clarity that the Client's right provided for in sentences 1 and 2 of this clause shall continue to exist even if:

a) The Supplier disputes the Client's claim;

b) The amount payable by the Client under this and any other contract concluded between the Client and/or the Client's group and the Supplier shall not be paid to the Supplier but to the third party, and in such case the set-off referred to in this clause shall not be a set-off of the Client claims based on Article 6.130 of the Civil Code of the Republic of Lithuania, but as a set-off under the Contract, i. e. as a set-off as expressly agreed between the Parties, and that the Supplier's monetary claim of the Supplier arising from the Contract and from other contracts between the Client and/or the Group Companies of the Client and the Supplier shall arise only after such set-off.

c) any company of the Client's group or the Client enters into an agreement with the Supplier which restricts the transfer of the right of claim or set-off to the company of the Client's group or the Client. In this case, in all cases where there are competing provisions of the agreement concluded between the Client's group or the Client companies or the Supplier regulating set-off or assignment of claims, the provisions of this paragraph shall apply. The Parties agree that the fact of payment of freight to the Supplier does not in any way confirm that the specific Contract for which the Carriage Price (freight) has been paid has been properly performed, and this does not in any way affect the Client's right to claim damages and / or payment of penalties under the Contract after payment of the Carriage Price (freight) to the Supplier.

5.12. The Parties hereby agree that the fact of payment of the Transportation Price (Freight) to the Supplier shall in no way mean the Client's confirmation that the specific Contract, for which the Transportation Price (Freight) was paid, has been fulfilled properly, and shall no way affect the Client's right to lodge claims against the Supplier for compensation for losses and/or payment of forfeit under the Contract after the Transportation Price (Freight) has been paid to the Supplier.

5.13. The Parties agree that if the Supplier assigns the Supplier's right of claim to the payment for the Supplier's services to a Third Person on the basis of a factoring agreement, the Supplier undertakes, before the assignment of his financial claim to the Third Person, to familiarise the other party to the factoring agreement with these conditions, including, but not limited to, the provisions of paragraphs 5.10-5.11 of these Conditions, and to ensure that such an agreement on the assignment of the Supplier's monetary claim mutatis mutandis takes into account the provisions of paragraphs 5.10-5.11 of these Conditions. The Supplier shall accept all negative consequences arising from the failure to fulfil the Supplier's obligation established in this paragraph.

5.14. For the purposes of paragraphs 5.9, 5.10 and 5.11 of the Conditions, a company of the Client's group shall be deemed to be any entity which is directly or indirectly controlled by the same entity(s) which controls/control the Client, either indirectly or directly.

5.15. The Parties hereby agree that once the set-off of the Client's financial claims has been made against the amounts payable by the Client on the basis of paragraph 5.11 of the Conditions, the Client undertakes to notify that to the Supplier in writing.

**Chapter VI. LIABILITY OF PARTIES**

6.1. Liability of the Client.

6.1.1. The Client shall be liable for the proper fulfilment of the Client's obligations established in these Conditions and the Forwarding Order.

6.1.2. The Client shall be liable for the cancellation of the Forwarding Order less than 24 (twenty- four) hours before the agreed time for the provision of a vehicle at the Place of Loading. In such a case the Supplier shall have the right to claim forfeit from the Client, i. e. payment of a fine equal to 10 (ten) percent of the agreed Transportation Price (Freight) without VAT, unless otherwise agreed by the Parties in the Forwarding Order.

6.1.3. In the cases set out in the Contract the Client shall be liable for Downtime periods exceeding the time limits for Cargo loading/unloading established in the Contract. At the Supplier's request, the agreed fine for Downtime periods shall be paid only for a full additional day (24 (twenty-four) hours) of Downtime and for business days only. Unless otherwise agreed in the Forwarding Order, the Downtime exceeding the agreed time limits shall result in a fine of EUR 100 (one hundred) for one additional full day (24 hours) of Downtime and for business days only. The Supplier shall have no right to request any additional amounts/payment in connection with Downtime. Should the Client fail to load the Cargo as agreed, the Supplier shall not be permitted to cancel the Order and to leave the Place of Loading without relevant instructions to be issued by the Client; however, the Supplier shall then be free to claim the Downtime from the Client, in line with the Contract.

6.1.4. The Client shall pay for the Downtime exceeding the agreed time limits only if the Client was supplied, not later than within 7 (seven) calendar days following unloading, with the properly completed List of Downtime/properly certified copy thereof, signed and stamped by all parties (the Supplier/the Actual Supplier and the Place of Loading/Unloading) (or, within 7 (seven) calendar days following unloading, was supplied with the CMR Consignment Note in compliance with all conditions of this Contract showing actual loading/unloading time, when the List of Downtime is not drawn up and the Client has given a prior written confirmation that the List of Downtime is not required in the particular case). Weekends and public holidays shall be excluded from a Downtime period.

6.1.5. In no case the Client shall be liable for Downtime caused by veterinary or Customs authorities.

6.1.6. The agreed forfeits (fines) for Downtime shall not be paid to the Supplier, if the Supplier has failed to comply with the time limits indicated in the Forwarding Order for the provision of a vehicle for Cargo loading, has failed to comply with the time limits for Cargo loading and/or delivery, the delivered Cargo is damaged and/or insufficient quantity of the Cargo has been found, all or some of the Cargo Accompanying Documents have been lost and/or other cases of improper fulfilment of the Contract have been determined.

**6.2. Liability of the Supplier.**

6.2.1. The Supplier shall be held liable for the loss of the Cargo, both total and partial, and insufficient quantity of the Cargo or damage thereto from the moment of taking over the Cargo for Transportation until the moment of Cargo delivery to the Consignee, for the provision of a proper vehicle for loading and timely delivery of the Cargo, the proper fixing and stowage in the vehicle of the Cargo under transportation and the discharge of confidentiality and other obligations established in the Contract and in the applicable legislation.

6.2.2. The limits of Supplier liability and the grounds for exemption from liability shall be established in the Forwarding Order, the Conditions and the applicable legislation, including, but not limited to, the provisions of the CMR Convention.

6.2.3. The Supplier shall be responsible not only for his own acts, omissions and mistakes but also for the acts, omissions and mistakes of his agents and any other Third Persons of whose services he makes use for the performance of Transportation, irrespective of whether the Third Persons were involved with or without the Client's consent. If the Supplier makes use of the services of Third Persons for the performance of the Contract, with or without the Client's consent, the Supplier shall be jointly and severally liable to the Client together with the Third Persons involved for the performance of the Contract for the proper performance of the Contract and for any consequences arising from non-performance or improper performance of the Contract. The Supplier shall also remain jointly and severally liable in the cases when the Client has concluded contracts for the Transportation of the same Cargo (or part of the Cargo) directly with the actual provider of services which has been involved in the provision of services by the initiative of the Supplier.

6.2.4. If the Supplier cancels the approved Forwarding Order less than 24 (twenty four) hours before the agreed time for the provision of a vehicle at the Place of Loading or is late to provide a vehicle to the Place of Loading by more than 2 (two) hours compared to the time agreed upon in the Forwarding Order, that shall be deemed to be a failure to provide a vehicle in which case the Client shall have the right to terminate the Forwarding Order and claim a fine equal to the full amount of the agreed Transportation Price (Freight) without VAT from the Supplier, unless otherwise agreed in the Forwarding Order. A fine in the amount indicated in this paragraph shall be considered the minimum losses of the Client the size of which must not be proved by the Client. The cases when the Supplier delivers to the Place of Loading a vehicle which is unsuitable for transportation and fails to comply with the applicable requirements, not all required documents are present etc. shall also be considered to be a failure to provide a vehicle. If the Client proves that losses resulting from the withdrawal of the Forwarding Order by the Supplier or failure by him to provide a vehicle are larger than the established fine, the Supplier must reimburse these losses at the Client's request.

6.2.5. The Supplier shall be liable for failure to provide a vehicle for loading at the agreed time and to deliver the Cargo to the Place of Unloading and/or the Customs office for customs formalities, as indicated by the Client. A delay by the Supplier in arriving at the Place of Loading/Unloading/Customs formalities shall result in a fine of EUR 200 (two hundred) for each new day of delay, i. e. 24 (twenty-four) hours after the agreed time for the provision of a vehicle for loading or delivery of the Cargo to the Place of Unloading/Customs formalities, unless otherwise agreed in the Forwarding Order. If the Forwarding Order provides for a specific (fixed) time of arrival at the Place of Loading / Unloading / Customs clearance, the fine for the delay shall start to be calculated after being late for 1 (one) hour. A fine in the amount indicated in this paragraph shall be considered the minimum losses of the Client which the Client is entitled to claim from the Supplier and the size of which must not be proved by the Client. If the delayed arrival at the Place of Loading/Unloading/Customs formalities by the Supplier has resulted in the losses larger than the established fine, the Supplier must compensate for the losses at the Client's request. Damages suffered by the Client, to be compensated by the Supplier due to delayed arrival of the Supplier at the Place of Loading / Unloading / custom formalities shall further include additional expenses by the Client due to a replacement carrier, in order to reduce or prevent delayed delivery of the Cargo to the Destination of the Cargo (for instance, the Supplier delays delivery of the Cargo to an interim warehouse in Lithuania, with the Carriage planned to another destination in Spain, involving a different carrier for EUR 2,000 (two thousand); however, in order to reduce or to prevent delayed delivery of the Cargo to the Destination of the Cargo, the parties agree on a priority delivery of the Cargo to the Destination in Spain for EUR 3,000 (three thousand). The difference of EUR 1,000 (one thousand) shall then be treated as damages caused to the Client, to be reimbursed by the Supplier).

6.2.6. The Supplier shall lose the right to avail himself of the provisions which exclude or limit his liability if the damage was caused by the Supplier's willful misconduct or through gross negligence. Conduct by the Supplier when a material breach of the Contract is committed, ordinary security requirements and the established standards of Carriage practices are not met, contractual obligations and instructions given by the Client are not fulfilled or any other careless or negligent conduct by the Carrier shall be considered gross negligence.

6.2.7. The Supplier shall be prohibited from changing the registration plate of the vehicle to be used for Carriage and from transshipping the Cargo in transit from one vehicle to another without a prior written consent from the Client's competent employee. If the Supplier fails to comply with these requirements, the Client shall have the right to claim a fine from the Supplier in the amount of 50 (fifty) percent of the agreed Transportation Price (Freight) without VAT or EUR 1 000 (one thousand) (whichever is lower). A fine in the amount indicated in this paragraph shall be considered the minimum losses of the Client the size of which must not be proved by the Client. If the failure by the Supplier to discharge his obligations has resulted in the losses larger than the established fine, the Supplier must compensate for the losses at the Client's request. The infringement of this paragraph shall be deemed to constitute a material breach of the Contract.

6.2.8. The Supplier shall be prohibited from making use of the services of Third Persons for the performance of the Forwarding Order without the prior written consent of the Client. If the Supplier makes use of the services of Third Persons for the fulfilment of the Forwarding Order without the prior written consent of the Client, the Client will have the right to request the Supplier to pay a fine in the amount of 50 (fifty) percent of the agreed Transportation Price (Freight) without VAT or EUR 1 000 (one thousand) (whichever is lower) and such conduct of the Supplier shall be deemed to be an intention or gross negligence, which means that in such case the Supplier will lose any right to avail himself of the provisions of the applicable legislation which exclude or limit the Supplier's liability. A fine in the amount indicated in this paragraph shall be considered the minimum losses of the Client the size of which must not be proved by the Client. If the failure by the Supplier to discharge his obligations has resulted in the losses larger than the established fine, the Supplier must compensate for the losses at the Client's request. The infringement of this paragraph shall be deemed to constitute a material breach of the Contract.

6.2.9. The Supplier hereby guarantees that the vehicles carrying the Cargo will not be used for the transportation of any illegal goods or clandestine entrants. If the fact of transportation of illegal goods or clandestine entrants is established, the Supplier must, at the Client's request, pay the Client, in accordance with the procedure laid down by these Conditions, a fine, in the amount of 50 (fifty) percent of the agreed Transportation Price (Freight) without VAT or EUR 1 000 (one thousand) (whichever is lower) and such conduct of the Supplier shall be deemed to be an intention or gross negligence, which means that in such case the Supplier will lose any right to avail himself of the provisions of the applicable legislation which exclude or limit the Supplier's liability. A fine in the amount indicated in this paragraph shall be considered the minimum losses of the Client the size of which must not be proved by the Client. If the failure by the Supplier to discharge his obligations has resulted in the losses larger than the established fine, the Supplier must compensate for the losses at the Client's request. The infringement of this paragraph shall be deemed to constitute a material breach of the Contract.

6.2.10. If the fact of transportation of illegal goods or clandestine entrants together with the Cargo is established and the Cargo owner/Sender/Consignee decides to destroy the Cargo by reason of infringement of the requirements relating to hygiene, quality, safety of the supply chain and other similar requirements, the Supplier will be obliged to reimburse for the total value of the destroyed Cargo and all taxes and charges as well as other losses relating with the Transportation, despite the fact that the Cargo (or part thereof) is not damaged and was suitable for the intended purpose before its destruction. The Parties hereby expressly confirm that in such cases the Transportation Price (Freight) indicated in the Forwarding Order shall also include the Client's payment (freight surcharge) to the Supplier for fixing a special interest in delivery of the Cargo and non-application of compensation limits in accordance with Articles 23, 24 and 25 of the CMR Convention, including the cases when that payment is not indicated separately in the Forwarding Order. The Parties hereby agree that the Supplier's obligation to reimburse for the total value of the Cargo and all taxes and charges as well as other losses relating with the Transportation, as discussed in this paragraph, shall be deemed to be an agreement between the Parties on the fixing of a special interest in delivery of the Cargo as set out in Article 26 of the CMR Convention, and shall apply to relationships between the Parties only in the event a reference is made in the specific Forwarding Order to this paragraph of the Conditions.

6.2.11. The Parties hereby agree that if damage is caused to the Cargo, where the Supplier carries an excise Cargo, in the event of total or partial loss of the Cargo or damage thereto, the Supplier must pay

compensation, at the Client's request, not only in respect of the value of the Cargo and other sums provided for in the CMR Convention, but also in respect of the costs of the acquisition, sending and attachment of labels and tax stamps, insurance, bank guarantees for tax stamps as well as any other taxes and charges relating to the carriage of excise Cargos and payable to the competent authorities. At the Client's request, the Supplier must also pay compensation in respect of all amounts indicated in this paragraph in the cases when under the applicable legislation the payer may recover such amounts (e. g. legal acts governing customs law may set out a public procedure under which the monetary deposit paid for excise goods may be repaid to the payer in the event of loss of the Cargo or damage thereto). The Parties hereby expressly confirm that in such cases the Transportation Price (Freight) indicated in the Forwarding Order shall also include the Client's payment (freight surcharge) to the Supplier for non-application of compensation limits in accordance with Articles 23, 24 and 25 of the CMR Convention, as set out in Article 26(1) of the CMR Convention, including the cases when that payment is not indicated separately in the Forwarding Order. The Parties hereby agree that the Supplier's obligation to compensate for the amounts indicated in this paragraph shall be deemed to be an agreement between the Parties on the fixing of a special interest in delivery of the Cargo as set out in Article 26 of the CMR Convention, and shall apply to relationships between the Parties only in the event a reference is made in the specific Forwarding Order to the application of this paragraph of the Conditions. The Supplier shall be prohibited from, on any grounds, stopping the Cargo in transit or terminating Cargo carriage on an instruction other than the Client's instruction and unloading the Cargo at a place other than the agreed Place of Unloading/Designation. Upon failure to comply with this condition the Supplier must, in accordance with the procedure laid down by these Conditions, pay the Client a fine in the amount of 50 (fifty) percent of the agreed Transportation Price (Freight) without VAT or EUR 1 000 (one thousand) (whichever is lower), when so requested by the Client. A fine in the amount indicated in this paragraph shall be considered the minimum losses of the Client the size of which must not be proved by the Client. If the failure by the Supplier to discharge his obligations has resulted in the losses larger than the established fine, the Supplier must compensate for the losses at the Client's request. The infringement of this paragraph shall be deemed to constitute a material breach of the Contract.

6.2.12. The Supplier undertakes not disclose any confidential information received in the performance of the Contract and the Forwarding Order to any Third Party (confidential information means any information not available publicly in connection with the Client, the Cargo in transit, the Sender, the Consignee, the Cargo owner, etc.) and also not use this information to benefit themselves during the performance of the specific Forwarding Order and thereafter, including, offer their services directly to the Consignee, Recipient and/or Cargo owner to which the Supplier had no contractual relations on the moment of signing the Contract, 12 (twelve) months after completing their last Forwarding order. Upon failure to honour this obligation the Supplier must pay the Client, at the Client's request, a fine in the amount of EUR 5 000 (five thousand). A fine in the amount indicated in this paragraph shall be considered the minimum losses of the Client the size of which must not be proved by the Client. If the failure by the Supplier to discharge his obligations has resulted in the losses larger than the established fine, the Supplier must compensate for these losses at the Client's request. The infringement of this paragraph shall be deemed to constitute a material breach of the Contract.

**6.3. Claim resolution procedure.**

6.3.1. If the Supplier has committed a breach of the Contract or fulfilled it improperly and the Client has lodged a claim against the Supplier for the compensation of losses or payment of forfeit, the Supplier shall examine the claim received from the Client and inform the Client in writing of its acceptance or shall provide a written justified refusal to accept the claim within 10 (ten) business days following the receipt of the claim. The 3rd (third) business day following the day on which the claim was sent by the Client by registered mail, or the next business day following the day on which the claim was e-mailed by the Client, shall be considered the day of claim receipt by the Supplier.

6.3.2. If no reply to the claim made by the Client is received from the Supplier within the time limit fixed in paragraph 6.3.1 of the Conditions, it shall be deemed that the Supplier does not challenge his liability and/or the size and legitimacy of the claimed amounts and has accepted the claim.

6.3.3. If the Supplier refuses to meet the claim made by the Client, the documents in support of the claim submitted to the Supplier together with the Client's claim must be returned to the Client together with the Supplier's written justified refusal to meet the claim, in accordance with the provisions of the CMR Convention.

6.3.4. The Parties hereby agree that any issues in connection with the claim made by the Client against the Supplier shall be addressed exceptionally through the Client. Neither the Supplier nor his insurance company or any Third Persons acting on behalf of the Supplier shall have the right to communicate directly with the Client's customers as regards claim resolution issues, without the prior written consent of the Client.

6.3.5. The Parties hereby agree that in all cases when the Client makes a claim against the Supplier regarding damage to the Cargo and/or improper fulfilment of the Contract and the Supplier denies such a claim, wholly or partially, the Supplier undertakes, at his own expense, to represent the Client before the courts (of all instances) of any State which are investigating disputes between the Client (the Client's group companies) and the customers the Transportation of the Cargo of which was entrusted to the Supplier, if the Client so requests. The Supplier's obligation set out in this paragraph shall, inter alia, cover the Supplier's obligation to acquire, in favour of the Client, and pay for the services of the lawyers pre-agreed upon with the Client, the costs of the drawing up, sending and delivery of procedural and other documents, and the payment of public charges, levies and other amounts relating to dispute resolution in the name of the Client. For the purposes of this paragraph of the Conditions, a Client's group company shall be deemed to be any entity which is directly or indirectly controlled by the same entity(s) which controls/control the Client, indirectly or directly. The Parties hereby agree that as regards the application of this paragraph, the Client and the Supplier will cooperate and harmonize and coordinate with each other all actions regarding the dispute under consideration, including, but not limited to, the harmonization of the content of procedural documents, harmonization of the decision to end the dispute at issue by amicable agreement, harmonization of the decision to accept the claims made, etc. The Parties hereby agree that if the Supplier fails to meet the obligation established in this paragraph, the Client may acquire and pay himself for the services (lawyer, bailiff, notary, document translation, sending and other services) necessary for the Client's representation in the dispute and claim compensation from the Supplier after the related costs have been incurred and set off such claimed amounts against the amounts payable by the Client under this Contract and other contracts concluded between the Parties.

6.3.6. The Parties agree that all and any communication in respect of the claims provided on the basis of the Contract between the Parties shall be made in Lithuanian, English or Russian. The Parties agree that their communication provided in a different language and related to the implementation of the Contract shall be treated by the receiving Party as provided in an inappropriate form, and the receiving party may disregard it. Each Party shall bear its costs of translation of its ongoing communication and correspondence to one of the languages provided for in this paragraph.

6.3.7. The Parties agree that the Client's claims to the Supplier with the amount not exceeding EUR 50 (fifty), may be provided without documents supporting the amount of loss, taking into account that the administrative costs associated with the collection, receipt and submission of documents may exceed the amount of the loss incurred.

6.3.8. The Parties hereby agree that, in the event that the Client has incurred any damage or has received a request to compensate any incurred damage as a result of the improper performance of the Supplier’s obligations listed inClause 6.2.1. of the Conditions, the Supplier also undertakes to compensate the Client for claim handling costs incurred in connection therewith, which include the legal assessment of the situation, drafting of documents, communication with the client / carrier, stationery expenses, etc. The Parties hereby agree that compensation for claim handling costs shall make up 15 (fifteen) % of the amount of the damage incurred due to the improper performance of the Supplier’s obligations, but no less than EUR 10 (ten) and no more than EUR 100 (one hundred). The Supplier admits that the aforementioned amounts of compensation are reasonable and correspond to the minimum claim handling costs and he agrees to pay them without any additional supporting evidence.

## Chapter VII. INSURANCE

7.1. The Supplier must have in place valid third-party liability (CMR) insurance for the entire period of Cargo Carriage for the sum insured sufficient to cover losses arising during the carriage of each specific Cargo. The third-party liability insurance shall be valid within the term of the Contract and within the entire period during which at least one of the Supplier's obligations remains effective.

7.2. The Supplier must pay insurance premiums in a timely fashion and ensure that the Insurance Contract does not expire during Carriage and must comply with the terms and conditions laid down in the Insurance Contract and the obligations of the insured. The Supplier hereby authorises the Client to address the insurance company of the Client, in order to verify the validity of the insurance of the Supplier and the terms and conditions of the insurance contract, and further authorises the Client to access information on the validity of the insurance of the Supplier and the terms and conditions of the insurance contract.

7.3. Where the value of the Cargo being carried exceeds the sum insured as fixed in the Supplier's third- party liability (CMR) Insurance Contract, the Supplier undertakes prior to starting the Carriage to increase the sum insured to the amount of the value of the Cargo. If the Forwarding Order does not show the value of the Cargo under transportation, the sum of the CMR insurance must not be below the market value of the Cargo being carried.

7.4. The Supplier's CMR insurance must be valid for the kind of the Cargo carried.

7.5. The Supplier's CMR insurance shall be valid in all States through which the Transportation will be carried out.

7.6. The Supplier undertakes to provide the Client with a copy of CMR insurance policy and the documents evidencing the payment of insurance premiums before making out the first Forwarding Order with the Client, and later at the Client's separate request or in the event of amendment/renewal by the Supplier of the Insurance Contract or making a new Insurance Contract. In accordance with a separate request of the Client, within 7 (seven) calendar days from the date of receipt of such request the Supplier must submit a signed tripartite agreement between the Client, the Supplier and the insurance company of the Supplier (Annex 1 to the Conditions) or a written confirmation of the Supplier's insurance company (Annex 2 to the Conditions) stating that the insurance indemnity for the Cargo damage and related losses will be paid directly to the Client and not to the Supplier after establishing the grounds of the Supplier's liability.

7.7. The Client shall have the right to set out in the Forwarding Order additional requirements/conditions regarding insurance coverage with regard to the insurance contracts which the Supplier has or must have.

7.8. The infringement of the paragraphs of this chapter of the Conditions shall be deemed to constitute a material breach of the Contract.

## Chapter VIII. FINAL PROVISIONS

8.1. Validity, modification and amendment of the Contract.

8.1.1. This Contract shall enter into force at the time the Supplier receives a Forwarding Order and accepts it in writing by returning the signed Forwarding Order to the Client (including by e-mail, Skype and/or any other electronic communications means) or agrees to carry the Cargo tacitly. The Forwarding Order can also be concluded and confirmed electronically via the Client's partner portal In all cases the Contract shall be considered concluded (even without a separate written or other confirmation of the Forwarding Order from the Supplier), if the Supplier has provided a vehicle for loading the Cargo specified in the Forwarding Order.

8.1.2. The Contract shall end by the proper and full fulfilment of the contractual obligations assumed by the Parties or on other grounds laid down in the Contract and/or laws.

8.1.3. The Supplier shall have no right to stop the provision of the Carriage service started under the specific Contract.

8.1.4. The Client shall have the right to unilaterally terminate the Contract in the event of material breach of the Contract notifying the Supplier to that effect in writing. The cases referred to in paragraphs 3.4.2., 3.4.3., 3.4.4., 3.4.5., 3.4.6., 3.4.7., 3.4.12., 3.4.19., 3.4.22., 3.4.25., 3.4.28., 3.4.29., 4.1.3., 4.2.2., 4.2.3., 4.3.1., 4.4.1.-4.4.7., 5.8., 6.2.7., 6.2.8., 6.2.9., 6.2.12., 6.2.13. and 7.8. of the Conditions as well as other cases when compliance with the terms and conditions of the Contract is material to the Client shall be considered a material breach of the Contract. In such case the Contract shall be deemed to have been terminated from the moment of submission of the Client's notice on Contract termination to the Supplier. Upon receipt of such Contract termination notice from the Client, the Supplier must without delay but not later than within 3 (three) business days of receipt of the notice return the Cargo to the place indicated by the Client, and the Client must pay the Supplier only for the services provided actually until the moment of receipt of the Contract termination notice. If the Supplier fails to observe the Client's instruction to return the Cargo to the place indicated by the Client within the time limit fixed in this paragraph, the Supplier, at the Client's request, must pay a fine equal to the Transportation Price (Freight) the payment of which shall not relieve the Supplier of the obligation to deliver the Cargo to the place indicated by the Client. If the Supplier fails to follow the Client's instruction to deliver the Cargo to the place indicated by the Client within 30 (thirty) calendar days from the date of receipt of the instruction, the Supplier shall become liable by the value of the Cargo and must, at the Client's request, compensate for it as well as for other losses incurred and proved by the Client.

8.1.5. In the event the Supplier goes bankrupt, becomes insolvent or undergoes restructuring, the Contract shall be deemed to have been terminated automatically from the day of delivering an application to the court or any other competent institution for instituting bankruptcy, insolvency or restructuring proceedings against the Supplier, regardless of whether such application has been submitted by the Supplier himself or the Client, or a Third Person. All contractual obligations having arisen until the moment of Contract termination shall remain valid and must be fulfilled.

8.1.6. The Contract shall be modified or amended only by written agreement by both Parties; however, the Client may modify the Conditions unilaterally posting a new version of the Conditions on his website in advance, at least 30 (thirty) calendar days before the entry into force of the modified Conditions. As regards the specific Forwarding Order, in that case the version of the Conditions which was valid at the time of making out the Forwarding Order shall apply.

8.1.7. Any corrections to the text of the Forwarding Order shall not be valid unless confirmed in writing by both Parties to the Contract. If the Carrier corrected, deleted and/or supplemented the conditions of the Forwarding Order, but the Client has not approved the amendments in writing (has not signed separately next to each amendment made) and the Supplier provided a vehicle for loading, it shall be considered that the Carriage Contract enters into force without the corrections, deletions and supplementations and the corrections made by the Supplier in no way impact the fulfilment of the Contract.

8.1.8. If any provision of the Contract is or becomes invalid, wholly or partially, that shall not affect the validity of the remaining provisions of the Contract. In such a case the Client shall replace the invalid provision with a legally effective provision which to the extent possible must have the same legal and economic result as the replaced provision.

8.1.9. No waiver of any provision included in the Contract shall be deemed a waiver also applicable to the remaining provisions, or the same provision but in a different case. Accordingly, should the Client waive its claims because the Supplier is in breach of the Contract, this shall not constitute a waiver in case of a subsequent breach of the same, or any other, provision of the Contract.

**8.2. Applicable law and dispute resolution.**

8.2.1. All disputes arising from the Contract or relating thereto shall be finally resolved at the competent courts of the Republic of Lithuania according to the place of registration of the Client or at any competent courts in accordance with the provisions of Article 31 of the CMR Convention. The Parties hereby agree that as regards the Client's claims against the Supplier, in all cases the Client shall have the right to apply to the competent court of the Republic of Lithuania according to the Client's registration place, but this shall not limit the Client's right to make claims against the Supplier, at his discretion,

before other competent courts as well in accordance with the provisions of Article 31 of the CMR Convention.

8.2.2. The Contract and the interpretation and application thereof, the obligations of the Parties and all other related issues shall be governed by the law of the Republic of Lithuania. Nothing in this provision shall limit or constrict the Supplier's obligations to comply with the requirements of the relevant international agreements or the legislation of other States applicable during each relevant Transportation when the Transportation is carried out in or through the territory of the respective State and/or when the requirements of international agreements and/or the legislation of another State apply on other grounds.

**8.3. Notifications.**

8.3.1. Notifications (information) sent under the Contract or related thereto must be made in writing and shall be considered properly delivered if sent by registered mail, e-mail, fax or delivered to the address indicated by the Parties in the Contract or by any other means, making it possible to record the sending of notification. An e-mailed or faxed notification shall be considered received by the addressee on the next business days after it has been sent. If a notification is sent by registered mail it shall be considered received by the addressee 3 (three) business days after it has been sent.

8.3.2. The Parties undertake to notify each other without delay in writing of any changes of the legal and actual addresses of the Parties to the Contract. A Party shall not be held liable for damage to the other Party which has failed to perform the obligation established in this paragraph.

8.3.3. In the event of a dispute over notification submission at the proper address of another Party, it will be considered that any written notification has been received (taking into account the provisions of paragraph 8.3.1 of the Conditions) if delivered to the Party personally or if sent to the last postal address of the registered head-office / place of permanent residence, e-mail address or fax number known to the sending Party.

**8.4. Confidentiality and protection of personal data.**

8.4.1. The Parties undertake to keep confidential and not to disclose and disseminate to Third

Persons mutual agreements, the conditions of the Contract, the conditions of Forwarding Orders and correspondence between the Parties, and to treat the content of the agreements, the Contract, Forwarding Orders and correspondence as well as the information relating to the fulfilment of the Contract as a commercial secret which may be disclosed only in the cases laid down by laws. If a Party has any doubts as to whether some information is confidential, that Party must treat such information as confidential until such time as it receives a confirmation from the other Party that such information is not confidential. It is forbidden for the Supplier to use and/or publish any names, logos, trademarks, etc. of the Client and the Client's group company in any way without prior written consent of the Client. For the purposes of the application of this clause, any entity that is directly or indirectly controlled by the same entity (s) which directly or indirectly controls the Client is considered to be the entity of the Client group.

8.4.2. The Parties may disclose confidential information to their lawyers, auditors, insurers and advisers, provided that these persons have assumed an obligation towards the disclosing Party in writing to comply with the same confidentiality obligations as are imposed on the disclosing Party under this Contract.

8.4.3. The Parties hereby confirm that the Client shall have the right to disclose confidential information to the Client's group companies and that will not constitute a breach of the aforementioned paragraph of the Conditions. For the purposes of this paragraph of the Conditions, a Client's group company shall be deemed to be any entity which is directly or indirectly controlled by the same entity(s) which controls/control the Client, indirectly or directly.

8.4.4. This prohibition, as established in paragraph 8.4.1 of the Conditions, shall be open-ended and continue to apply after the expiry of the Carriage Contract.

8.4.5. Both Parties confirm that, at the time of performance of the Contract, they may both receive personal data from the other Party and provide personal data to the other Party and that the Parties will process thus obtained data to the extent necessary to ensure proper performance of their obligations under

this Contract. Both Parties undertake to process personal data in accordance with Regulation (EU) No. 2016/679 of the European Parliament and of 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 (General Data Protection Regulation) and its implementing legislation.

8.4.6. The Parties undertake to inform each other about the exchange of personal data in order to ensure the accuracy of the personal data processed. The Parties confirm that they have appropriate organisational and technical security measures in place to ensure the safe processing of personal data, and that the personnel processing personal data of the Party are aware of and comply with the provisions on the processing of personal data. Each Party assumes responsibility for any violation of the processing of personal data that has occurred as a result of the intent or negligence of that Party. In the event of a violation of personal data processing, the Parties shall cooperate on eliminating the consequences of the violation and provide all necessary information necessary to reduce or eliminate the effects of the violation. The Parties shall undertake to process the transferred personal data in so far and to the extent as is necessary to achieve the purposes of the processing of personal data, unless the legislation provides for a different period of time and conditions of processing.

**8.5. Warranties and representations by the Parties.**

8.5.1. Each Party is a private legal or natural person having the right and the required authorisations to enter into the Contract (including the signature of the Forwarding Order) and to discharge all obligations provided for in the Contract.

8.5.2. By signing the Forwarding Order and/or concluding the Contract otherwise, each Party acted without exceeding and infringing the limits of its respective competence (Articles of Association, Regulations, Statute, any resolution, decision or order of the national governing body (shareholder, founder or any other competent entity), any legal act binding on the relevant Party (including local or individual legal act), transaction, court decision (ruling and judgment) or similar) and the representative of each Party is duly authorised to conclude and sign the Forwarding Order and the Contract.

8.5.3. Both Parties can have complete confidence in each other that their statements are correct and valid and none of them has left any non-discussed circumstances the concealment of which might mislead the other Party.

8.5.4. Both Parties ensure the fulfilment of the liabilities assumed (solvency) by the total property owned by them.

8.5.5. The Parties hereby acknowledge that the documents submitted to another Party before signing the Forwarding Order and/or entering into the Contract otherwise are true, accurate, correct and valid.

8.5.6. When assuming and discharging their obligations both Parties will not infringe any obligations, agreements, arrangements and any other instruments and legal acts binding upon them and will respect the rights and legal interests of shareholders, creditors and third persons.

8.5.7. By entering into the Contract, the Supplier acknowledges that he has been familiarised with these Conditions, accepts them and that the Supplier was offered the opportunity to negotiate them.

8.5.8. By accepting a Forwarding Order on the Client's Partner Portal, the Service provider confirms that he has read the terms and conditions of the Partner Portal, the details and other terms and conditions set out in the Forwarding Order and undertakes to comply with them throughout the validity period of the Forwarding Order.

Version as of 21-10-2025

Annex 1 Form of the Tripartite Agreement on the Procedure of Payment of Insurance Indemnity

TRIPARTITE AGREEMENT ON THE PROCEDURE OF PAYMENT OF INSURANCE INDEMNITY

,
(place of conclusion of the agreement) (date of conclusion of the agreement)

This tripartite agreement on the payment of insurance indemnity, hereinafter referred to as the agreement, was made by:

Everwest UAB, hereinafter referred to as the Client, legal entity code: 300569015, VAT payer code LT100005407518
, address: Laisvės ave. 36, LT-04318, Vilnius, Lithuania, represented by
, acting in accordance with _____

, hereinafter referred to as Supplier, legal entity code:, VAT
payer code:, address:,
represented by, acting in accordance with
, and

, hereinafter referred to as the Supplier's Insurer, legal entity code:
, address:
,
acting in accordance with,

hereinafter jointly referred to as the Parties and each individually as the Party,

WHEREAS:
− the Client has submitted to Supplier a claim No _____ dated _____ on compensation of damages;
− the Supplier's Insurer has insured the Supplier's civil liability against third parties under the insurance contract (certificate) No. _____.

The parties hereby agree that:

1. The Supplier's Insurer shall pay the insurance indemnity for compensation of loss in accordance with the Client's claim No. dated, after identifying the grounds of liability of the Supplier, directly to the Client and not to the Supplier.
2. The Supplier's Insurer undertakes to pay the insurance indemnity to the Client no later than within _____ calendar days from the day of the decision on payment of the insurance indemnity.

By confirming the arrangements outlined above, the Parties signed this Agreement on the date specified above.

On behalf of the Client: On behalf of the Supplier: On behalf of the Supplier's Insurer:

_____

Everwest UAB

L. S.
L. S. L. S.

Version as of 21-10-2025

Annex 2 Form of Confirmation on the Procedure of Payment of the Insurance Indemnity

(on the insurance company's letterhead)

Everwest UAB
Laisvės ave. 36, LT-04318
Vilnius, Lithuania
E-mail: hello@everwest. net

CONFIRMATION ON THE PROCEDURE OF PAYMENT OF INSURANCE INDEMNITY

,
(place of confirmation) (date of confirmation)

WHEREAS:

- _____ (company code: _____, address _____ _____, hereinafter referred to as the Supplier's Insurer) of the Supplier _____ (company code: _____, address _____ _____, hereinafter referred to as the Supplier), has insured the Supplier's civil liability against third parties under the insurance contract (certificate) No. _____;
- the Client Everwest UAB (company code: 300569015, address: Laisvės ave. 36, LT-04318 Vilnius, Lithuania, hereinafter referred to as the Client, has filed a claim No. _____ dated _____ for compensation of damages towards the Supplier,

the Supplier's Insurer hereby confirms that the Supplier's Insurer will pay the indemnity for compensation of loss in accordance with the Client's claim No. _____ dated _____, after identifying the grounds of liability of the Supplier, directly to the Client and not to the Supplier.

The Supplier's Insurer undertakes to pay the insurance indemnity to the Client no later than within _____ calendar days from the day of the decision on payment of the insurance indemnity.

On behalf of the Supplier's Insurer:

_____
(signature)

_____
(position/title, full name)