

**UAB „FINÉJAS“
GENERAL CARGO TRANSPORTATION TERMS AND CONDITIONS (FOR CARRIERS)**

**Part I.
The subject of the Contract**

- 1.1. In accordance with the Contract of carriage, the Carrier commits itself to provide vehicles for cargo loading by the terms specified in the order, to transport the cargo to the place of destination and to transfer the cargo to the person authorized to accept it (the Consignee), and the Client commits itself to pay the agreed remuneration for the duly provided services to the Carrier.
- 1.2. Orders provided to the Carrier shall include local and international cargo transportation.
- 1.3. Cargo transportation under the Contract shall be carried out in accordance with provisions of 1956 Geneva Contract for the International Carriage of Goods by Road (CMR Convention), European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR), the Civil Code of Republic of Lithuania, the Road Transport Code, the relevant provisions of the laws related to environmental protection and other valid laws.

**Part II.
The terms and definitions used in the Contract**

- 2.1. **An order** – An order of the Client for cargo transportation sent to the Carrier in writing where the following data are specified: the date, place and time of loading/delivery; the data on the cargo (sizes, weight, volume, number of pallets and so on); compulsory cargo fixing means; the requirements related to special work clothes, ADR equipment, temperature maintenance, the transportation price and other data not provided in these Terms and Conditions. If an order is sent to the Carrier by SMS to a mobile phone, not all above-mentioned data may be included.
- 2.2. **The Client** – the joint-stock company „Finéjas“, code of the legal entity 161345841, VAT Payer's code LT613458410, the address of activity - Kauno Str. 55, LT-21371 Vievis, Elektrėnai.
- 2.3. **CMR Invoice** – international transportation document filled in by the Sender where the following data are provided: the Sender, the Consignee, the quantity of the cargo, other data required by the Article 6 of CMR Convention; in addition, it shall include the notes of the Sender and the Carrier on transfer of the cargo to the Carrier.
- 2.4. **Cargoes** – various commodities and materials meant and packed for transportation.
- 2.5. **Downtime (idle time)** – exceeding the free of charge loading/unloading time at the loading/unloading site, set upon the condition that the Carrier provided the vehicle for loading by the time specified in the order or arrived well-timely to the place of delivery, the delivered cargo is free of ant damage or shortage, all cargo accompanying documents presented to the Carrier are provided and other terms of the Transportation Contract are satisfied. Weekends and holidays / bank holidays shall not be included in the downtime.
- 2.6. **CMR Convention** - 1956 Geneva Contract for the International Carriage of Goods by Road.
- 2.7. **CMR Insurance** – Carrier's civil liability insurance.
- 2.8. **Other terms and definitions** used herein shall be interpreted and applied according to provisions of the Civil Code and other provisions.

**Part III.
The obligations of the Client**

- 3.1 **The Client hereby commits itself to carry out the duties provided in the Contract and the laws in force, including the listed below:**

THE PROCEDURE OF PROVISION OF AN ORDER:

- 3.1.1. after a preliminary consideration of the terms of cargo transportation verbally or in writing, the Client shall send an order on cargo transportation in writing to the Carrier. An order is considered provided in writing, if it is sent to the Carrier by fax or e-mail. In exceptional cases, an order (its data) may be sent to the Carrier by SMS to a mobile phone;
- 3.1.2. an order shall be considered provided to the Carrier without a special oral or written confirmation and the Transportation Contract shall be considered concluded in writing, if the Carrier provides a vehicle for loading the cargo offered by the Client. The Transportation Contract may be considered concluded in absence of an order in writing as well; however, in such a case, the terms of cargo transportation are agreed in another form (orally, by electronic communication means and so on);
- 3.1.3. an order comes into force from the moment of its presentation to the Carrier, except of cases when the Carrier informs in writing on its refusal to provide a vehicle for loading within 1 working hour;
- 3.1.4. any corrections of these Terms and Conditions or the text of an order shall not be valid, unless they are confirmed by both Parties in writing. If the Carrier alters or amends the terms of an order or crosses-off any of them, but the Client does not approve such corrections in writing and the Carrier provides a vehicle for loading, it shall be considered that the Transportation Contract came into force without the corrections and the corrections made by the Carrier shall not impact implementation of the Contract in any way. So, if the Carrier does not assent to these Terms and Conditions or the text of an order, it should inform the Client on its refusal to provide a vehicle for loading within 1 working hour from the moment of provision of the order.

THE PROCESS OF CARGO TRANSPORTATION:

- 3.1.5. to load the cargo into the vehicle provided by the Carrier; to provide the cargo-accompanying documents;
- 3.1.6. to load or unload the cargo within 1 working day from the moment of arrival of the vehicle to the place of loading/delivery, unless another term is specified in the order. This duty is not valid, if the Carrier has violated the terms of cargo loading and delivery specified in the order, or if the delivered cargo is damaged, or a shortage of the cargo is found, or all cargo-accompanying documents or a part of them are lost, or other facts attesting improper fulfillment of the contract of transportation are established. If the cargo is not loaded or unloaded well-timely, the Clients shall pay the fine specified in the order to the Carrier for each day of the downtime, if the fact of the demurrage is confirmed by signatures of the Sender/Consignee in the CMR Invoice or a special document (such as a downtime list or similar);
- 3.1.7. to communicate to the Sender and to require satisfying the reasonable and well-grounded requirements of the Carrier related to stowage of the cargo in the vehicle and its fixing. If the Sender refuses satisfying such requirements of the Carrier, the Carrier should immediately inform the Client in writing prior to leaving the place of loading;
- 3.1.8. to inform the Carrier immediately on any alterations of the Contract of carriage or any supplemental instructions related to the cargo to be transported;
- 3.1.9. if the Carrier informs on any problems having appeared during the transportation, to cooperate with the Carrier for ensuring their effective settlement and to provide relevant instructions to the Carrier;

PAYMENT FOR THE SERVICES:

- 3.1.10. to pay to the Carrier for properly provided transportation services the freight specified in the order;
- 3.1.11. to specify the transportation price in the order as a fixed amount or to specify unit prices per kilometer of driving the loaded or empty vehicle or other principles of calculation of the transportation price;
- 3.1.12. if the Client fails to pay well-timely the transportation price, although the transportation services were provided duly and properly, the cargo was not damaged, no shortage of the cargo was detected and all terms of the transportation and the order were followed, it commits itself to pay a late payment penalty of 0.04 percent of the unpaid amount for each day of delay to the Carrier, except of cases when the delay of the payment is caused by circumstances bound with a fault of the Carrier;

Part IV.
The obligations of the Carrier

4.1. The Carrier commits itself to carry out the duties specified in this Contract and the relevant valid legal norms, including, without limitation, the listed below:

THE PROCEDURE OF PROVISION OF AN ORDER:

- 4.1.1. if the Carrier is not able to fulfill the order provided by the Client, it shall inform the Client on its refusal to provide a vehicle for loading within 1 working hour from the moment of provision of the order;
- 4.1.2. to inform the Client on the License Plate Numbers of the vehicle provided for cargo transportation. Alteration of such numbers may be equalized to a failure to provide a vehicle, if the Sender is forced to carry out supplemental procedures bound with the cargo dispatch because of such alteration of License Plate Numbers;

CARRIER'S LIABILITY INSURANCE:

- 4.1.3. to insure the Carrier's liability with CMR Insurance for the amounts sufficient to cover the losses that may appear on transportation of each specific cargo;
- 4.1.4. to pay well-timely the insurance premium and to ensure avoiding of expiry of the insurance agreement during the transportation; to observe the terms provided in the insurance agreement;
- 4.1.5. in case of accept of an order for transportation of excisable goods (such as alcohol, tobacco products and so on), the Carrier shall make sure prior to the cargo loading whether the amounts of CMR Insurance are sufficient for a complete coverage of the custom duties and taxes payable when the whole cargo is lost. If it is found that the insurance amounts are not sufficient, the Carrier shall immediately inform the Client and refuse loading the cargo specified in the order;
- 4.1.6. to provide a copy of the certificate of CMR Insurance (the policy) and the documents confirming payment of insurance premiums at a special request of the Client;

THE PROCESS OF CARGO TRANSPORTATION:

- 4.1.7. to provide a clean, waterproof, odour-free vehicle in a good technical condition equipped with cargo fixing equipment and (if required) ADR equipment that conforms to the requirements set in the order and is fit for transporting the specific cargo to the place of loading by the time specified in the order; necessary Carrier's cargo transportation documents shall be enclosed as well. Sending of a vehicle that does not meet the said requirements shall be equalized to failure to provide a vehicle;
- 4.1.8. to accommodate the representative of the Carrier (the driver) with all documents and means necessary for the carriage, including, without limitation, a copy of CMR Insurance policy, a vehicle bearer's compulsory civil liability insurance policy (including the Green slip), CMR Invoice blanks, a copy of the European Community permit for engagement in international cargo transportation, all required licenses and permits, the evidence of the driver's professional competence, the equipment required for road tax payment, belts and other cargo fixing equipment specified in the order and so on;
- 4.1.9. to accommodate drivers with mobile phones usable abroad as well as monetary funds sufficient for acquisition of fuel, paying for parking and other travel expenses to the drivers;
- 4.1.10. to take part in the cargo loading and to inspect the quantity, marking and numbering of the cargo according to the data of the cargo-accompanying documents; to inspect the appearance of the cargo and its package as well. If the driver is not allowed to take part in loading or it is not possible to control a conformity of the cargo under loading to the data provided in the Waybill for any other causes, the Carrier shall inform the Client on this fact before leaving the place of loading, to wait for the relevant instructions of the Client and to include the corresponding notes in all copies of the CMR Invoice, including the Sender's copy;
- 4.1.11. if it is found that the quantity, marking or place numbering of the cargo under loading do not conform to the data of the CMR Invoice or if any damage of the cargo or its package or a shortage/excess is

detected, the Carrier shall inform the Client before leaving the place of loading, to wait for the relevant instructions of the Client and to include the corresponding notes in all copies of the CMR Invoice, including the Sender's copy. It is prohibited to accept for transportation a damaged cargo or a cargo in a damaged package as well as a cargo that's quantity, marking or place numbering do not correspond to the data of the CMR Invoice without a prior approval of the Client in writing;

- 4.1.12. to inspect whether the cargo loading performed by the Sender enables to ensure safe transportation of the cargo, to avoid exceeding the permissible loads and to fix the loaded cargo with the belts and other required fixing means. If any uncertainty related to cargo stowage or fixing arises or improper cargo loading and stowage in the vehicle or any risk actions bound with cargo loading and/or reloading and/or unloading or other obstacles that prevent the Carrier for duly fulfillment of the contractual obligations take place, the Carrier shall immediately contact with the Client and to obtain the relevant instructions;
- 4.1.13. to consult the Client and to cooperate with it in settlement of problems that may arise in the period of fulfillment of the Contract;
- 4.1.14. to trace the vehicle's movement and to provide accurate and truthful data on the vehicle's location to the Client at least twice a day. In case of a supplemental inquiry of the Client about the causes of the vehicle's location or a delayed provision of the vehicle for loading or delayed cargo delivery, the Carrier shall provide accurate and truthful information within 1 working hour from the reception of such inquiry;
- 4.1.15. during the transportation, the Carrier shall never leave the vehicle with the cargo and the cargo-accompanying documents unattended. To choose for rest only those parking-sites where validity of the Carrier's CMR Insurance protection is ensured, the events are recognized insurance events and non-reduced insurance coverage is payable;
- 4.1.16. to deliver the cargo to the Consignee by the time specified in the order. If the date of cargo delivery is not specified in the order, the Carrier shall ensure coverage of 400 km a day on the average by the vehicle with the cargo;
- 4.1.17. to be presented at the cargo unloading and to inspect the quantity of the unloaded cargo as well the condition of the exterior of the cargo or its package. If any facts of possible damage or loss of the cargo or its package are disclosed, the Carrier shall immediately stop the cargo unloading works, to inform the Client from the site of unloading and to obtain the relevant instructions from the latter;
- 4.1.18. to transfer the cargo to a person authorized to accept it, to make sure that the name of the Consignee or the full name of the person specified in the CMR Invoice (usually in the column 2) correspond with name of the company or the full name of the person having confirmed the cargo acceptance by the personal signature;
- 4.1.19. to transfer no rights and obligations under the Contract to any third persons without a prior approval of the Client in writing; to use no services of third parties (carriers and forwarders) during the transportation process. If upon ignorance of the above-mentioned conditions, any losses caused by the cargo damage, loss, delay and so on appear on its transportation, the Carrier shall unconditionally, at a first request of the Client, transfer the amounts of coverage specified in the claim within the term specified in such a request to the Client, even if such amounts specified in the request are called into question by the Carrier. If on later negotiations it is proved that the requested amount of loss coverage were groundless, the overpayment shall be repaid to the Carrier. In any case, the Carrier shall fully cover any losses caused by third parties having provided services to the Carrier;
- 4.1.20. to take every possible measure for cargo protection, damage reduction, defense of other interests of the Client and the owner of the cargo;
- 4.1.21. to execute any instructions of the Client bound with fulfillment of the Contract and orders.

PAYMENT FOR THE SERVICES:

- 4.1.22. to provide two originals of CMR Waybills with the note of the Consignee about the cargo acceptance (the signature and the seal) and other documents specified in the order confirming duly fulfillment of

the Contract as well as VAT Invoice for payment for the cargo transportation services to the Client no later than within 14 calendar days from the date of delivery of the cargo to the Consignee.

Part V. Payments

- 5.1 The freight specified in the order includes all expenses of the Carrier that could be reasonably foreseen by the Carrier on the moment of conclusion of the Contract, including the road tax, supplemental equipment required for cargo transporting and fixing, permits, licenses and so on for the Carrier, except of the expenses to be additionally covered according to the expressed provisions in the text of the order.
- 5.2 For duly completed cargo transportation, the Client shall pay the remuneration to the Carrier by a bank transfer within 45 calendar days from the date of reception of two originals of CMR Waybills and one original of the Invoice for payment. If another term of payment is provided in the order, the Client shall follow the term specified in the order.
- 5.3 If the Carrier, upon a mutual agreement with the Client, applies discount, the Client shall pay for the transportation within 3 working days. The discount shall be applied on the price of transportation specified in the order (VAT excluded).
- 5.4 If the amount specified in the VAT Invoice provided by the Carrier does not correspond to the terms and conditions of the Contract of Carriage, the Client shall be entitled to send such VAT Invoice back to the Carrier upon pointing out in writing the causes of such sending. In such a case, the term of payment shall be calculated from the date of reception of the corrected VAT Invoice from the Carrier.
- 5.5 The date of payment shall be considered the date of writing-off the amount payable to the Carrier from the bank account of the Client.
- 5.6 The CMR Waybill provided for the purpose of payment shall include a note of the Consignee specified in the CMR Waybill (usually in the column 2) on the cargo acceptance, any changes of the transportation route, redirections, damage of the cargo or the package, a shortage (if any), the date of the cargo delivery as well as downtime periods, if a downtime list is not provided. Provision of the CMR Waybill without a relevant note of the Consignee on the reception of the cargo or a failure to provide 2 originals of the waybill shall not be considered a duly evidence of fulfillment of the Contract of carriage, so no base for starting the term of payment for the transportation appears.
- 5.7 The fines and reimbursement of losses under the Contract shall be paid within 30 calendar days from the written request of a party entitled to receive such amounts, except of the case specified in the Subparagraph 4.1.19.
- 5.8 If the entire vehicle of the Carrier is ordered for cargo transportation, simultaneous transportation of any other cargoes shall be prohibited to the Carrier irrespectively of the size of the free space in the vehicle. If this provision is ignored, the remuneration payable to the Carrier for transportation shall be reduced pro rata to the size of the remained free space in the vehicle.
- 5.9 Any payments between the Client and the Carrier shall be made in litas or euro in accordance with official litas and euro exchange rate set by the Bank of Lithuania on the date of issue of the VAT Invoice, if the order does not include a provision on payment in another currency.
- 5.10 The Client shall be entitled to deduct the amounts of fines and losses payable from the remuneration for the transportation independently on the fact whether a base for reimbursement the losses or the fines had appeared on the transportation that is paid for or another one.
- 5.11 If the Transportation Contract was fulfilled unduly, the Client shall be entitled to withhold the payment of freight to the Carrier until a final settlement of losses. In such a case, the Client shall take every effort for ensuring a final settlement of the problem of reimbursement of losses as soon as possible.

Part VI. The liabilities of the Parties

- 6.1. The Carrier shall be liable for loss, shortage or damage of the cargo from the moment of acceptance of the cargo for transportation to the moment of its transfer, for well-timed sending of a vehicle for loading and well-timed delivery of the cargo, an appropriate stowage and fixation of the cargo in the vehicle, neutrality in respect of clients of the Client, fulfillment of other duties provided in the Contract and valid legal norms.
- 6.2. The Client shall be liable for proper fulfillment of the obligations of the Client specified in the Contract and the orders; they include well-timed provision of the cargo for loading, well-timed loading and unloading, issuing of cargo-accompanying and customs documents (if such documents are issued by the Client), payment of the remuneration for the transportation, payment for downtime in accordance with the terms provided in the Contract and so on.
- 6.3. The Carrier shall reimburse the losses caused by improper fulfillment of the Contract (such as loss or damage of the cargo or the semitrailer, delayed arrival of the vehicle for loading or delayed delivery of cargo, as well as losses caused by detention of the cargo or restriction of the disposal rights in respect of the cargo and so on) within 30 days from the moment of provision of the request of the Client and the evidences of such losses (except of the case specified in the Subparagraph 4.1.19).
- 6.4. The Carrier hereby assures that the vehicles to be used for cargo transportation will not be used for transportation of any illegal cargoes or clandestine entrants. If a fact of transportation of an illegal cargo or clandestine entrants is disclosed, the Carrier shall reimburse the losses caused to the Client and pay a fine of EUR4000 according to the procedure specified in the Contract, provided that said circumstances caused a delayed delivery of the cargo or loss/damage of the cargo.
- 6.5. In course of fulfillment of the Contract, withholding of the cargo under transportation on any base, termination of its transportation, unloading the cargo in a place other than specified in CMR Waybill or the order shall be prohibited to the Carrier. In case of ignorance of the said provision, the Carrier shall pay a fine in amount of EUR 5000 EUR to the Client within 7 days from the moment of the request of the latter and reimburse any losses caused by such actions of the Carrier.
- 6.6. Within the period of fulfillment of the order and 6 months from the date of delivery of the cargo, the Client commits itself to provide no commercial offers to clients of the Client, to avoid offering and providing transportation and the related services to clients of the Client; in addition, the Carrier shall not disclose any data on the contents of transportation contracts concluded by it with the Client, including the amount of remuneration for the transportation, for an unlimited period. In case of ignorance of the said provision, the Carrier shall pay a fine in amount of EUR 10000 to the Client within 7 days from the moment of the request of the latter and reimburse any losses caused by such actions of the Carrier.

Part VII.

Force majeure

- 7.1. The Parties shall be exempted from a liability for non-fulfillment or improper fulfillment of the Contract, if such non-fulfillment or improper fulfillment was caused by circumstances that could not be avoided by the Parties or foreseen by them on signing the Contract.. The Parties shall establish a presence of such *Force majeure* circumstances in accordance with the relevant valid provisions of the Civil Code.
- 7.2. If a Party is not able to fulfill its obligations because of *Force majeure*, it shall immediately inform the other Party in writing. An improper provision of a notice to the other Party or a failure to provide such a notice shall deprive the first Party from the right of using the said circumstances as a base for its exemption from a liability for non-fulfillment or improper fulfillment of the assumed obligations.

Part VIII.

Transportation by semitrailers owned by the Client

- 8.1. The Client shall be entitled to offer using the Client's semitrailers for cargo transportation on the base of rent or subtenancy to the Carrier. The vehicles shall be transferred to the Carrier and given back to the Client according to acceptance and transfer statements.

- 8.2. If the Parties do not conclude a contract for rent or subtenancy of a semitrailer or an acceptance and transfer statement, but the Carrier actually accepts the Client's semitrailer, a contract shall be considered concluded and the Carrier is provided with all rights and duties of a Tenant or Subtenant provided in such a contract and the Civil Code.
- 8.3. While using the Client's semitrailer, the Client commits itself to observe all Rules for Using the Semitrailers published in www.finejas.lt or provided directly to the Carrier as well as other provisions of the contract on rent or subtenancy.
- 8.4. The Carrier assures that the Client's semitrailers will be appropriately stored, maintained and used in accordance with the provisions of the Civil Code, the contract on rent or subtenancy and the Rules for Using the Semitrailers. If a semitrailer owned by the Client is lost, damaged or defected, or a damage is caused to third parties or the environment while using the semitrailer, the Carrier shall reimburse all losses suffered by the Client or the third parties and cover the damage caused to the environment according to the procedure provided in laws..
- 8.5. The Carrier shall not be entitled to use a semitrailer owned by the Client for transporting cargoes of other clients, to sub-lease or transfer it on another base to any third persons.
- 8.6. At a request of the Client, the Carrier using a semitrailer owned by the Client shall provide the prime mover used with the semitrailer for installing the tracing equipment.

Part IX. Other provisions.

Termination of the Contract and cancellation of an order

- 9.1. Any problems that are not agreed herein shall be regulated by the Parties according to the relevant provisions of CMR Convention, laws of Republic of Lithuania and other provisions of the international and national law;
- 9.2. Any disputes arising in connection with fulfillment of the Contract shall be settled by negotiations. If a settlement of a dispute by negotiations is not successful, the dispute shall be settled according to the procedure provided in laws of Republic of Lithuania at courts of Republic of Lithuania in the location of the activities of the Client (Vievis).
- 9.3. The laws of Republic of Lithuania and the valid international treaties shall be applied to the Contract.
- 9.4. At a mutual agreement of the Parties, the contents of the orders and cargo-accompanying documents shall be considered confidential information, and the Parties shall take every measure to prevent its disclosure to any third persons.
- 9.5. The Client shall be entitled to terminate fulfillment of the Contract (order) by giving a notice in writing (by fax or e-mail) to the Carrier, if the Carrier arrives to the place of loading with a delay over 2 hours as compared to the time specified in the order. In such a case, any losses of the Carrier bound with going of the vehicle to the place of loading shall not be reimbursed. A notice on a termination of the Contract shall come into force from the moment of its dispatch to the Carrier, and a duty of paying the fines foreseen in the order shall appear for the Carrier.
- 9.6. The Client shall be entitled to terminate fulfillment of the Contract (order) after loading the cargo and to request immediate transfer the cargo to the person specified by the Client, if the Carrier fails to provide information on the location of the vehicle or on problems arising during the transportation, if any circumstances that prevent the Carrier from execution of the assumed obligations are disclosed or if the Carrier otherwise ignores the assumed obligations and thus causes a threat of a risk of losses.
- 9.7. Orders for transportation and other Annexes of the Contract shall be constituent parts of the Contract.