

STANDARD TERMS AND CONDITIONS OF FORWARDING AGREEMENT

I. TERMINOLOGY.

Agreement means standard terms and conditions of this forwarding agreement along with the Order and all annexes, amendments and supplements thereto.

Order Form is an integral part of the Agreement and includes presentation of customised carriage terms and conditions.

Parties mean Carrier and Forwarder. Carrier means a Party to the Agreement, the details of which are indicated in the Order Form.

Forwarder means a Party to the Agreement, private company Transeurina ir Ko, the details of which are indicated in the Order. The term Forwarder also includes employees of the Forwarder.

Consignor means a Forwarder-specified natural or legal person that gives Consignment over for carrying.

Consignee means a Forwarder-specified natural or legal person that receives Consignment at the place of unloading.

Carriage / carrying means transportation of Consignment from the Place of Loading to the Destination under this Agreement, that is time during which the Consignment was with the Carrier, regardless of whether it was on a vehicle, at a station, a depot, or other place.

Place of Loading means a place where Consignment is received for carrying and that is specified in the Order.

Place of Unloading / Destination mean the final destination where carrying ends and consignment is unloaded and given over to the Consignee.

Third person means any natural or legal person (including a state and a municipality) that is not a party to the Agreement, an insurer, an auditor or an attorney-at-law of a Party.

Consignment means an item or items that the Carrier receives from the specified Consignor at the specified Place of Loading for carrying to the specified Place of Unloading and giving over to the specified Consignee under this Agreement.

Consignment Value means the Consignment Value calculated at the place and at the time of accepting the Consignment for carrying, plus subsidies or grants paid for the Consignment by public institutions. This value is determined by referring to all possible documentation, exchange prices, and in case these are not available, to market prices, and in case these are not available, to the value of products of the same range and quality.

Carriage Price Payment Deadline means the deadline for the Forwarder to pay the Carrier the Carriage Price under the Agreement.

Insurance Agreement means the Carrier's liability insurance agreement whereby the Carrier gets its liability covered in respect of the obligations arising from the Agreement. **Documents**

Accompanying the Consignment mean veterinary certificates of place of unloading, veterinary certificates of transit states, cargo origin certificate (CVO), CMR road waybill, TIR Carnet, permits, licences, and other documents.

Hazardous Consignment means a Consignment that poses a threat to people or property and is regarded as hazardous by one or more national and (or) international organisations.

Force majeure means obstacles resulting from superior unavoidable force.

II. OBJECT OF THE AGREEMENT.

2.1. By this Agreement the Carrier undertakes to accept the Consignment at the Forwarder-specified place from the specified Consignor and deliver it to the Forwarder-specified place and give it over to the Forwarder-specified Consignee.

2.2. By this agreement the Forwarder undertakes to pay the Carrier the carriage price and reimburse for any other carriage-related expenses pursuant to the terms and conditions laid out in the Agreement.

2.3. The Agreement fulfilment place shall be the place of registered office of the Forwarder.

2.4. The Parties also aim at establishing other mutual rights and obligations related to carriage of the Consignment.

2.5. Particulars of parties, cargo, loading and unloading as well as other specific instructions are recorded in the Order that constitutes an integral part of the Agreement.

III. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. Rights of the Forwarder:

3.1.1. The Forwarder has a right to have the Consignment at its disposal until the moment of transfer of the second copy of the waybill or CMR road waybill to the Consignee. The Carrier must obey the instructions by the Forwarder.

3.1.2. The Forwarder has a right to request discontinuation of carrying of the Consignment, change of the Destination of the Consignment, or consignment of the Consignment to Consignee other than specified in the road waybill and the Order Form. The Forwarder is deprived of this right from the moment the second copy of the waybill is transferred to the Consignee. From this moment on the Carrier must follow the instructions from the Consignment Consignee. In case the Consignee refuses to accept the Consignment the Carrier retains the right to have the Consignment at its disposal, without submitting the first copy of the waybill.

3.1.3. The Forwarder has a right to cancel the order if there are at least 24 hours remaining until the completion of the agreed service.

3.1.4. The Forwarder's requests for discontinuation of carrying of the Consignment, change of Destination of the Consignment, change of the Consignee, or modification of other data in the road waybill and the Order Form must be submitted in writing, by fax or by email.

3.1.5. If several copies of the waybill have been issued for separate parts of the Consignment, the Forwarder has a right to demand that the Carrier divides the consignment into parts and delivers it to different Consignees.

3.1.6. The Forwarder has a right to demand that the Carrier checks the Consignment quantity and number of Packages. The Carrier must check the external condition, marking and numbering of the Consignment. If the Carrier makes no remarks concerning the Consignment quantity, external condition, marking, numbering, or other data specified in the road waybill, all the data are considered correct and matching those specified in the waybill. These checks are done at the Carrier's expense. Under no circumstances can the checks serve as an acceptable excuse for delay in delivery of the Consignment to the Place of Unloading.

3.1.7. The Forwarder has a right to make set-offs from the Carriage Price.

3.2. Obligations of the Forwarder:

3.2.1. The Forwarder shall discharge its contractual obligations in good faith and faithfully, applying the principle of economy and collaborating and cooperating with the Carrier.

3.2.2. The Forwarder undertakes to pay the Carrier for carriage of the Consignment from the Place of Loading to the Place of Unloading the Carriage Price specified in the Order by doing so within 45 calendar days following the receipt of the invoice, original CMR, and this agreement bearing original stamp and signature of director or authorised person. If the presented CMR bears no consignee signature, cargo receiving date and original stamp, the order is considered unfulfilled.

3.2.3. The Forwarder provides information about the Consignment and its handling along with the Documents Accompanying the Consignment and also provides the Carrier with available information necessary for proceeding with customs clearance and other formalities. The Forwarder may specify where the Carrier should collect the Documents Accompanying the Consignment or what additional actions are to be performed with the Documents Accompanying the Consignment.

3.2.4. The Forwarder is not responsible for entering the data on the Documents Accompanying the Consignment.

3.2.5. The Consignment is loaded by the Consignor (unless agreed otherwise). The Carrier must ensure that the Consignment is loaded properly. If the Consignment is loaded improperly as a result of the Carrier's negligence, making Consignment re-loading necessary, then costs of re-loading shall be reimbursed by the Carrier and it cannot request compensation for costs of downtime.

3.2.6. The Forwarder does not pay the costs of packing, loading, or unloading the Consignment.

3.2.7. In case of any changes to cargo presentation schedule, the Forwarder must notify the Carrier at least 24 hours in advance.

3.2.8. There will be a fine of 100 EUR per day of downtime through the forwarder's fault, agreeably with the marked downtime recording sheet.

3.3. Rights of the Carrier:

3.3.1. The Carrier is free to choose the carriage route unless agreed or instructed otherwise. Such instructions can also be given verbally. The Carrier chooses the route at its own risk and is responsible for any additional costs it incurs as a result of its choices.

3.3.2. The Carrier may summon third persons for executing the Agreement only with written approval from the Forwarder, but even so the Carrier remains responsible for due and full discharge of the obligations under the Agreement.

3.3.3. The Carrier provides additional services if there is an agreement on additional services.

3.3.4. The Carrier has a right to refuse to divide the Consignment into parts and deliver it to different Consignees, if there is only one waybill.

3.3.5. The Carrier is entitled to reimbursement of additional expenses incurred in relation to fulfilment of additional instructions altering the information specified in the Order. Additional expenses related to increased distance from the Place of Loading to the Place of Unloading are calculated in proportion to initial distance and the Carriage Price. If the instructions are reasonable and actually necessary to ensure proper execution of the Agreement, the additional expenses incurred are the Carrier's responsibility. Expenses mentioned in this paragraph are not reimbursed if they are the result of the illegal actions or negligence of the Carrier.

3.4. Obligations of the Carrier:

3.4.1. The Carrier shall timely present a suitable vehicle in good repair (that is, clean, dry, with no side-odours) for loading the Consignment and deliver the entrusted Consignment to the Destination specified in the Order Form and the waybill and present the Consignment to the specified Consignee. Stops during transit can be made only at guarded parking areas. A guarded parking area means a fully fenced territory with access control (physical security), full area lighting, video recording with storage of recordings, and acceptance of hazardous (expensive) cargo. In territories of the Eastern countries – at permanent police posts. List of guarded parking areas meeting requirements of the International Road Transport Union (IRU) is available on official website at <http://www.iru.org/transpark-app>.

3.4.2. The Carrier must make sure that trailer curtain is in good repair, with no tears and holes. It must have 12 securing belts.

3.4.3. The Carrier must have a valid CMR cargo insurance.

3.4.4. Having received information about Consignment the Carrier must ascertain any additional information that may be necessary for proper carriage of the Consignment: Consignment weight, volume, characteristic, dates, technical requirements for the vehicle, additional equipment needed, procedures, prohibition to re-load the Consignment etc. Should the information provided by the Forwarder be inaccurate and insufficient, the Carrier must ascertain any inaccuracies and any missing required information. The Carrier must ascertain any necessary and special conditions for carriage of the Consignment, otherwise the Carrier is responsible for carrying the Consignment in unsuitable way and the resulting reduced quality of the Consignment, lowered value and (or) loss of the entire Consignment or part of it.

3.4.5. The Carrier has an obligation to take care of all the necessary Documents Accompanying the Consignment. In case of delays in customs clearance and carriage as a result of missing documents or them being incorrectly filled-out, the Carrier is responsible for all the resulting losses incurred by the Forwarder.

3.4.6. The Carrier must make sure that the Consignment road waybill contains the following data:

3.4.6.1. Name and address of the Consignor; 3.4.6.2. Name and address of the Carrier; 3.4.6.3. Place

and time of loading of Consignment; 3.4.6.4. Place and time of delivery / unloading of Consignment; 3.4.6.5. Name, address, phone number, and contact person of the Consignee; 3.4.6.6. Consignment information: quantity / weight, marking, packing method, loading conditions and numbers, value; 3.4.6.7. Carriage cost; 3.4.6.8. Instructions for customs clearance and going through other formalities; 3.4.6.9. Documents transferred to the Carrier; 3.4.6.10. Other important information.

3.4.7. While the Documents Accompanying the Consignment are transferred to the Carrier, the Carrier must check that all required documents are included. If the Carrier makes no remarks, it is considered that the Carrier agrees that no documents are missing and they all have been filled-out correctly. If the Carrier later points out that some Documents Accompanying the Consignment are missing, it may request the Consignor to deliver them to the customs at the border to be crossed at the Carrier's expense or suspend the carriage until the missing documents are received. In that case the Carrier is responsible for any possible related delay and losses incurred by the Forwarder as a result. The Forwarder is responsible for vehicle downtime only if the delay was the result of direct fault of the Forwarder.

3.4.8. The Carrier must watch the consignment as it is being loaded on the vehicle: to check that packaging does not get damaged, to fasten it properly, and bear responsibility for its safety during carrying.

3.4.9. The Carrier is responsible for loading and fastening of consignment. If consignment or its packaging is damaged before the consignment is passed to the Carrier's responsibility or if the carrier is denied participation in the process of loading and it does not note that on the CMR road waybill and the sender places no signature at the said notes, all the responsibility for damages noticed at the place of unloading falls on the Carrier. In such cases the Carrier must add a remark "participation in loading was not allowed" to CMR road waybills; if the Carrier makes such a remark on its own copy only, the consignment shall be regarded as accepted being in good order and participation in loading shall be regarded as having been allowed.

3.4.10. Stops in transit can be made only at guarded and fenced parking areas equipped with video surveillance.

3.4.11. The Carrier controls consignment packing, loading, fastening, weight and positioning on axles. The customer is not responsible for overloading of axles.

3.4.12. The Carrier must immediately notify the forwarder of any problems (consignment insufficiency, damage, overloading, vehicle delays, downtime etc). If this is not promptly reported by writing or calling, all the related losses are to be covered by the Carrier.

3.4.13. The Carrier undertakes not to re-load the consignment without written approval from the Forwarder. If the Carrier fails to observe this provision, the Carrier is liable with the full price of carriage.

3.4.14. Accepting the Consignment the Carrier must check that number of Packages as well as marking and numbering of Consignment are specified in the road waybill correctly as well as inspect the external condition of the Consignment. If the Carrier fails to fulfil this obligation and does not make appropriate notes on the road waybill, it is considered that any damage to the Consignment and (or) other losses occurred during carrying. Remarks about the Consignment and (or) package condition must be motivated and briefly presented. All remarks must be made before the

Consignment loading is finished. The Carrier must load and pack the Consignment so that quality of the Consignment does not go down during carrying.

3.4.15. Upon the Forwarder's request the Carrier must promptly provide information from devices recording temperature conditions on the vehicle.

3.4.16. If the Consignor or the Consignee requests assistance with loading or unloading the Consignment so as to make the Consignment loading or unloading faster, the duties of the Carrier include obligations to assist with loading or unloading the Consignment, provide means for loading or unloading (including Consignment pallets) with no additional payment, unless agreed otherwise in writing. Exchange of the Consignment pallets must be indicated in the Order or when ordering a vehicle. Exchange of the Consignment pallets is one of the services comprising the transportation process and its cost is included in the Carriage price.

3.4.17. If the Forwarder presents Consignment for carriage on pallets, the Carrier's obligations under the Carriage agreement are discharged once the Consignment together with pallets are transferred to the proper Consignee unless the Parties agree otherwise in writing.

3.4.18. During carriage the Carrier must properly follow the Forwarder's instructions presented in the Order. If the Carrier cannot follow the received instructions for any reasons, it must promptly take all measures possible and make maximum efforts to protect the Forwarder's interests and promptly notify the Forwarder of inability to follow the instructions. The Forwarder must be notified in writing of any downtime with properly filled-out downtime recording sheet along with indication of precise location of the vehicle and (or) the Consignment.

3.4.19. If the Carrier does not receive the Forwarder's instructions during the prescribed time and is unable to continue carrying the Consignment, the Carrier has a right to sell the Consignment if the Consignment is to go bad quickly. The Carrier has no right to sell the Consignment if prohibition to sell is indicated. Selling the Consignment the Carrier seeks to get the maximum price for the Consignment, which cannot be lower than the market value. Money received from selling the Consignment must be transferred to the Forwarder.

3.4.20. If the Carrier is unable to continue carrying the Consignment agreeably with the terms and conditions laid out in the Agreement and in the road waybill for reasons that it could not anticipate and that are beyond its control, it must take all possible measures to protect the Consignment, including safekeeping the Consignment at the third persons. In this case the Carrier is responsible for choosing a suitable third person. If the Carrier assigns carrying out of any obligation arising from this agreement to a third person without the Forwarder's approval, it must pay a fine of 2000 EUR. Both parties agree that violation of this paragraph shall be regarded as deliberate and wilful action. If as a result of summoning of third persons by the Carrier a part of the consignment or the entire consignment is damaged or lost, the Carrier shall reimburse all the losses, without application of weight limit restriction defined in paragraph 3 of Article 23 of the CMR convention.

3.4.21. If the Consignee refuses to accept the consignment, the Carrier shall promptly notify the Forwarder of that and receive instructions from it on what to do with the Consignment next. The Forwarder has a right to specify another Consignee, instruct to return the Consignment to the Forwarder, or order to follow other instructions from it.

3.4.22. If precise place of unloading of the Consignment is not specified on the Order Form and the road waybill, the Carrier must obtain additional instructions from the Forwarder on precise place of

unloading. Not having received such instructions within a reasonable period of time (not shorter than 5 (five) working days), the Carrier has a right to leave the Consignment to third persons for safekeeping. In such case the Carrier is responsible for choosing a suitable third person.

3.4.23. The Carrier is responsible for loss or inappropriate use of documents mentioned in the road waybill or handed over to it.

3.4.24. The Carrier must send a scanned copy of CMR by email within 7 calendar days, and originals of all the documents specified in the agreement – within 14 calendar days following the day of unloading. The invoice must have an agreement number indicated. In such case, when there is a delay the payment deadline is extended for as many days as the documents are late to arrive.

3.4.25. Customs clearance and unloading in Russia are given 48 hours, in Lithuania – 24 hours (24 hours for processing in case of downtime, additional expenses of the Carrier on overnight accommodation, parking etc are included in the excess downtime amount). The rate of 100 EUR for excess downtime in Russia is payable upon presentation of downtime recording sheet (including working days only).

3.4.26. If the vehicle comes for loading, to customs or for unloading later than at 10:00 local time, and the Forwarder exceeds the standard time for loading (paperwork, unloading) leading to downtime, arrival shall be considered being on the next day.

3.4.27. The Carrier is prohibited from leaving the loaded truck unattended (that is, to go away the unsafe distance, making watching the truck with the consignment impossible). This provision violated, the actions of the Carrier shall be regarded as intentional negligence, imposing unlimited liability for the lost consignment.

3.4.28. If a vehicle is not presented for loading and this has not been notified of 24 hours in advance, to pay a fine of 10% of the carriage price (a minimum of 100 EUR).

3.4.29. To pay a fine of 100 EUR for each day for delay with arrival at place of loading or unloading.

3.4.30. While on the way, to notify the Forwarder of the vehicle location in writing every day before 9 AM.

3.4.31. Carriage of consignments is subject to CMR Convention on the contract for the international carriage of goods by road of 1956.

3.4.32. All information related to the carriage of this consignment is confidential and not to be disclosed to third persons unless the parties agree on that separately in writing. If the Carrier violates this agreement, a fine of 2000 EUR will be due.

3.4.33. The Carrier has no right to communicate with the Forwarder's client(s) on commercial purposes without the Forwarder's approval and must stay neutral (not to communicate with clients, not to offer its services neither directly nor indirectly, not to give the clients its commercial materials etc). If the Carrier violates this condition, a one-time fine of 5000 EUR will be payable to the Forwarder.

3.5. TRANSPORTATION OF HAZARDOUS CONSIGNMENTS.

3.5.1. At the moment of conclusion of the Carriage agreement the Forwarder must provide all information in writing it has about hazards posed by the Consignment, class and number of hazardous Consignment, safety measures, and other information. The Carrier must get all the lacking necessary information and ensure all possible safety measures in the course of carrying. From the moment of accepting the Consignment the Carrier is responsible for safe and appropriate carrying of the Consignment.

3.5.2. The Carrier ensures that it has and (or) will get all the permits, approvals and other documents needed for carriage of Hazardous Consignments.

3.5.3. In case the carrying is stopped as a result of circumstances related to insufficiency of information, the Carrier is responsible for all the resulting losses sustained by the Forwarder. Once provision of required information becomes possible the Forwarder promptly forwards it to the Carrier, but this does not reduce or dissolve the Carrier's liability.

3.5.4. The Carrier reimburses all the losses sustained by the Forwarder and third persons as a result of unsuitable carriage of Hazardous Consignments.

3.6. ACCEPTANCE AND TRANSFER OF CONSIGNMENTS.

3.6.1. The Carrier must provide such loading and unloading means, equipment, manpower, and environment that ensure safe conditions for loading and unloading the Consignment.

3.6.2. If damage is done to persons and (or) property when using Carrier-provided loading and (or) unloading equipment in bad repair, such damage must be compensated by the Carrier. The Carrier is also liable for damage or losses resulting from other negligence of the Carrier while loading and (or) unloading the Consignment.

3.6.3. The Consignment having been loaded the Carrier must check and inspect the Consignment.

3.6.4. Having noticed external damage to condition or packaging of the loaded Consignment, obvious deviations of marking, numbering or weight of the Consignment from those specified in the road waybill the Carrier must note those discrepancies on the waybill and support its remarks. The Forwarder may disagree with such remarks. If so, a check will be performed, the costs of which shall be paid by the Carrier.

3.6.5. Duration of full loading / unloading of a vehicle at one place may be no longer than 24 (twenty four) hours each, unless the Parties have agreed otherwise. If loading / unloading takes longer, the Carrier must reimburse all the losses related to the delay.

3.6.6. Counting of the time of loading begins on the moment when a vehicle is presented on the agreed time and at the agreed place. If the vehicle arrives late and the Forwarder has no objections, the counting of the time of loading begins on the moment when the vehicle arrives, but the Carrier must pay a fine for the delay, the amount of which is specified in the Order.

3.6.7. Counting of the time of unloading begins on the moment when after transfer of the road waybill copy to the Consignee at the place of unloading the vehicle is made completely ready for unloading of the Consignment. The Consignment is considered to have been actually transferred to the Consignee

once the Consignment is unloaded and the Consignee places a signature confirming acceptance of the Consignment.

3.6.8. If the loading / unloading time is over and the loading / unloading has not begun, the Forwarder may prescribe additional time.

3.6.9. If the Carrier cannot present a vehicle for loading or is late to present it, it shall promptly notify the Forwarder of that. Having received the notification the Forwarder shall promptly notify the Carrier if it agrees with delayed presentation of the vehicle or wishes to terminate the Carriage agreement. Termination of the agreement due to the Carrier being late to present the vehicle does not exempt the Carrier from the duty to pay the Forwarder a fine of 1000 (one thousand) euros. If the Forwarder agrees with delayed presentation of the vehicle the Carrier must pay a fine for the delay, which is specified in the Order, but in case of greater losses the Carrier must cover them as well.

3.6.10. Notifications about delivery of the Consignment to the place of unloading may be given to the Consignee by mail, telephone, fax, in-person, or by email.

3.6.11. Applying all the measures possible the Carrier must ensure that the Consignment is being transferred to the right person, which is the Consignee specified in the waybill and the Order Form. For this purpose the Carrier shall request personal identity documents, personnel certificate, company documents and the like. If improper fulfilment of this obligation results in the Consignment transfer to the wrong Consignee, the Carrier is liable just as it would be for the complete loss of the Consignment.

3.6.12. The Consignment having been delivered to the Place of Unloading the Carrier has a right to request written confirmation that the Consignment has been presented. The Consignee must sign and stamp the confirmation of receipt of the Consignment. If the Consignee does not have a stamp, then company name and (or) name, surname and position of the signatory must be entered into this confirmation.

3.6.13. Having accepted the Consignment the Consignee has a right to file a complaint about quality and quantity of the Consignment within seven working days.

3.6.14. If the Consignee refuses to accept the consignment, the Forwarder without presenting the first copy of the road waybill or CMR road waybill retains the right to dispose of the Consignment regardless of whether the road waybill has been marked or not.

IV. LIABILITY OF THE PARTIES.

4.1. Forwarder's liability.

4.1.1. The Forwarder is liable for non-presentation of Consignment and either reimburses the Carrier for the losses incurred as a result of non-presentation (except lost profit), or pays 10% on the carriage cost, or pays for fuel consumed specifically for coming to the Place of Loading or in detour. The right to choose the reimbursement method belongs to the Forwarder; however, under no circumstances the reimbursed amount can exceed the Carriage cost.

4.1.2. The Consignor is liable for provision of false information about the Consignment. If following the Forwarder's request the Carrier fills-out a road waybill or Order, then the Forwarder is liable for any damage resulting from false information provided.

4.2. Carrier's liability.

4.2.1. The Carrier is liable for the loss of or damage to both the entire Consignment and a part of it from the moment of acceptance of the Consignment for carriage and remains liable until the moment of transfer of it to the Consignee as well as for delayed delivery of the Consignment. Acceptance of the Consignment is considered to be the moment of acceptance of the Consignment for loading. The process of carrying includes Consignment packing, safekeeping, management, insurance and going through customs formalities. The Carrier's obligation to take care of the Consignment ends on the moment of transfer of the Consignment to the Consignee. The Consignment, despite having been brought to the place of unloading, shall be controlled by the Carrier and the Carrier remains liable for it as long as it is being stored, grouped, or other actions are performed with it.

4.2.2. The Consignment is considered lost if it is not delivered to the place of unloading within 30 (thirty) days following the deadline prescribed for delivering it to the place of unloading.

4.2.3. The Carrier reimburses the Forwarder for the value of the lost Consignment.

4.2.4. Damage to the Consignment shall be considered its value decline as a result of the changed physical condition of it. Damage encompasses both external damage to the Consignment when external defects are found and internal damage to the Consignment when damage to the Consignment is not externally evident.

4.2.5. The Carrier must compensate for the damage done to the Consignment, for Consignment value decline, and for other related expenses. The amount of compensation for the damaged Consignment is calculated on the basis of restoration, replacement, or repair value at the Forwarder's option. This compensation may not exceed the amount payable in case of complete loss of the Consignment.

4.2.6. The Carrier shall pay the Forwarder annual interest of 5 (five) percent on the compensation for the lost or damaged Consignment from the date when the Consignment delivery was due in case of loss, or from the date of delivery when the Consignment was delivered on time but damaged, until the date of full settling of accounts with the Forwarder.

4.2.7. In case of delay in delivery of the Consignment the Carrier shall pay 100 EUR for each day of delay, furthermore it compensates all other losses incurred by the Forwarder as a result of the delay. Payment of fines does not release the Carrier from liability to fulfill the Agreement.

4.2.8. Delay shall be understood as not delivering the Consignment on time when the Parties have agreed on delivery deadlines or, if no specific delivery deadlines have been agreed by the Parties, when the actual duration of carrying of the Consignment exceeds the time that under normal conditions a dutiful Carrier needs to perform the carrying.

4.2.9. The Carrier is not liable for the loss of or damage to the Consignment or delayed delivery of it to the Place of Unloading if the damage was the result of: 4.2.9.1. the Forwarder's fault and the Carrier could not avoid that damage or minimize losses in any way; 4.2.9.2. the Forwarder's instructions provided that the Carrier took all means possible to warn the Forwarder of the possibility to suffer damage. The Carrier cannot refer to this provision as an excuse from responsibility if the Customer's instructions were inaccurate and (or) unclear and the Carrier did not ask to clarify and explain them; 4.2.9.3. the latent defects in the Consignment, which became apparent in the course of carrying, provided that the Carrier acted appropriately and in good faith and took utmost care of the Consignment; 4.2.9.4. the circumstances that the Carrier could not foresee in any way and could not avoid the damaging consequences by any means. The Carrier must take special security measures to

avoid thefts, robberies, fraud, road accidents and other incidents. The Carrier cannot refer to liability restriction if it did not take special measures to avoid the said incidents. 4.2.9.5. special circumstances: 4.2.9.5.1. open / curtainless vehicle was used for carrying the consignment and such a vehicle was requested by the Forwarder; 4.2.9.5.2. with the Forwarder's approval the consignment was loaded and carried unpacked or unsuitably packed despite that its features make it unsuitable to be carried unpacked or without suitable package, because carrying it without suitable package impairs its quality and leads to damage; 4.2.9.5.3. if the Consignment was loaded, re-loaded, arranged or unloaded by the Forwarder. The Carrier cannot refer to this provision if in the course of carrying it re-loaded, unloaded, or rearranged the Consignment, even if this was necessitated by circumstances beyond the Carrier's control; 4.2.9.5.4. if the Consignment was damaged, it was partially or entirely lost because of its natural features, provided that the Carrier followed all the instructions on the Consignment carriage conditions. The Carrier must prove that it properly followed all the instructions on the Consignment carriage conditions laid out in the Agreement.

4.2.10. The Carrier cannot escape from responsibility on the grounds that the vehicle it used for carrying the Consignment broke down or that the fault lies with a third person who rented the vehicle.

4.2.11. The Carrier goes through customs procedures on its own behalf and at its own expense unless specified otherwise. The Carrier is held responsible for any damage resulting from or related to carrying out customs procedures, if it was the outcome of the Carrier's slight care.

4.2.12. The Carrier forfeits the right to refer to the provisions releasing it from liability or limiting its liability if the damage was the result of deliberate actions or gross carelessness of the Carrier. In such case the Carrier must compensate the full (or partial) price of the Consignment, the losses sustained by the Forwarder, and the lost profit. Gross negligence shall be understood as such behaviour of the Carrier that ignores common requirements for care, established general standards of carrying, contractual obligations and Forwarder's instructions, or other reckless or incautious behaviour of the Carrier.

V. FORCE MAJEURE

5.1. The Parties are not liable for entire or partial non-fulfilment of their obligations under this Agreement if it occurs as a result of force majeure. The Parties understand force majeure as it is defined in the Civil Code of the Republic of Lithuania.

5.2. The Parties can refer to this institution only if it has been proven that these circumstances could not be avoided, planned for or evaluated, otherwise this right is not applicable.

5.3. The Party to the Agreement that cannot fulfil its obligations due to the said circumstances must notify the other Party to the Agreement of that in writing within 15 calendar days following appearance of such circumstances. The Party must submit a certificate about presence of force majeure, issued by competent public authorities. Late or inappropriate notification of the other Party or non-submission of information or a certificate from competent public authority deprives it of the right to refer to the mentioned circumstances as the basis for release from liability for untimely (or inappropriate) fulfilment or non-fulfilment of its obligations.

VI. CONSIGNMENT INSURANCE.

- 6.1. The Carrier confirms that it maintains a liability insurance for the amount that the insurance payout would cover the Consignment value and any other damage that the Forwarder may suffer through the fault of the Carrier. The liability insurance must remain valid throughout the Agreement time and for as long as at least one obligation of the Carrier remains applicable.
- 6.2. The Carrier must provide proofs of existence of the insurance agreement.
- 6.3. Contingencies are described in the Carrier's liability insurance agreement as widely as possible to include all risks possible in the territories of economic operations.

VII. FINAL PROVISIONS.

7.1. Effect and termination of the Agreement.

- 7.1.1. The Agreement comes into effect on the moment when the Carrier receives an Order and agrees to carry the Consignment either verbally, in writing, or by conduct.
- 7.1.2. The Agreement is discharged once obligations assumed by the Parties under the Agreement are properly and completely fulfilled or on other grounds provided for in the Agreement or by law.
- 7.1.3. If during the period of the Agreement being in effect bankruptcy or restructuring proceedings are instituted against the Carrier, the Forwarder has a right to terminate the Agreement. The Forwarder has a right to terminate the Agreement prematurely upon giving a five calendar day advance notice to the Carrier.

7.2. Disputes.

- 7.2.1. Should the disputes arising from the Agreement fail to be resolved by negotiation, the Parties agree with submission of the dispute handling to a competent court serving the area of the Forwarder's registered office and unconditionally and without resistance satisfy the valid court judgement on the disputed matter.
- 7.2.2. The Agreement, its interpretation and application, obligations of the Parties, and all other related matters shall be governed by the law of the Republic of Lithuania.
- 7.2.3. International carriage by roads is subject to CMR convention and the provisions contained therein are to be respected. Insofar as the CMR convention does not govern the rights and duties and responsibilities of the Parties the provisions of this Agreement apply.