CONTINEXUS CARGO TRANSPORTATION RULES

1. TERMS OF THE CARGO TRANSPORTATION AGREEMENT:

1.1. The Carrier undertakes to insure its civil liability for cargo transportation–forwarding activities with liability insurance and to ensure that the insurance remains valid throughout the term of this Agreement. The insurance contract must also cover cases of gross negligence by the Carrier, as well as apply to shipments according to the declared cargo value, type of cargo, in all countries through which the transport will take place. The Carrier guarantees that the same insurance for the same amount will also be held by all Carrier's agents and all other persons whose services he will use during cargo transport under this Order.

1.2. Provide on time a vehicle of a suitable type, technically sound, and properly prepared for the cargo. The trailer must be in order without tears or holes, the vehicle must have the necessary securing equipment and all documents required for transportation, also considering the specifics of the cargo (e.g. dangerous goods). Lack of any transport documents, providing an unsuitable vehicle, or delay of more than 2 hours in presenting the vehicle to the loading site is equated with non-provision of the vehicle due to the Carrier's fault. For non-provision, the Carrier shall pay penalties to the Client.

1.3. Upon receiving information about the cargo, clarify any additional information necessary for proper transportation: cargo weight, volume, characteristics, dates, technical requirements for the vehicle, additional equipment needed, procedures, exact loading/unloading/customs locations, etc. If the information provided by the Client is inaccurate or insufficient, the Carrier must clarify all inaccuracies and obtain the missing required information. The Carrier is responsible for improper transportation and for any deterioration of cargo quality, decrease in value, and/or loss of the cargo or part thereof.

1.4. Participate in loading/unloading, during which monitor and control cargo handling, verify cargo quantities and product types according to documents (CMR consignment notes, invoices, packing lists, etc.), ensure proper placement and securing so that transport loading standards are met, goods are not stacked or tipped, and that the driver checks cargo placement and securing before departure as required by law. If discrepancies or damages are found, the vehicle may not leave the loading site, the Client must be informed immediately, and remarks must be recorded in the CMR. If, due to reasons beyond the driver's control, participation in loading/unloading is impossible, the driver must record this with justification in the CMR. If the Carrier fails to do so, or records the remark only in his own copy, the cargo shall be deemed accepted in proper condition. The driver must also monitor inspections by authorities (e.g. customs) and immediately inform the Client if damage occurs or is likely to occur, taking actions to mitigate losses. Non-compliance results in penalties for each violation.

1.5. The Carrier undertakes to check the cargo and ensure that no contraband, prohibited, undeclared goods, personal belongings, etc. are in the cargo (including packaging), vehicle, trailer, or their parts. Under no circumstances may such goods be transported. Breach results in penalties.

1.6. Ensure that all necessary accompanying documents are collected from the consignor and that the CMR is filled in or that the CMR data matches the Order. If the cargo is destined for third countries (non-EU), the Carrier must indicate in the CMR the intermediate unloading point specified in this Agreement/Order and/or ensure issuance of an intermediate CMR or CEMT permit if required.

1.7. Plan the route, departure/arrival times, and rest stops in advance, ensuring cargo security. Cargo must never be left unattended. Stops for rest (short, daily, weekly) may only be made at 24/7 guarded, fenced, illuminated, video-monitored parking areas.

1.8. Carrier drivers are strictly prohibited from consuming alcohol, narcotics, psychotropic substances, or performing actions compromising the Client's work or reputation. Breaches resulting in damage, loss, or delay of cargo, missed transit deadlines, or non-performance will result in fines.

1.9. The Carrier undertakes to handle all customs formalities for entrusted cargo, including but not limited to: preparing and properly completing all necessary customs documents (transit declarations, etc.); timely submitting/delivering all customs documents to customs and other institutions; properly stamping and closing customs documents at borders; ensuring transit procedures are completed and declarations closed correctly and on time; delivering all customs documents to the consignee. Otherwise, the Carrier shall reimburse all Client expenses.

1.10. Ensure that CMR consignment notes indicate loading/unloading dates, and bear signatures and seals of authorized persons. If missing, transport is deemed not performed.
1.11. Control total permissible vehicle weight and axle loads. The Client is not responsible for axle overload.
1.12. Ensure that the driver regularly checks cargo securing and placement during transport, and additionally after partial unloading, sudden braking, or other extreme situations. Otherwise, Carrier reimburses all Client costs.
1.13. Immediately, but not later than within 1 hour, inform the Client of any issues arising during loading, transport, unloading, customs formalities, or other obstacles (delays, shortages, damages, downtime, accidents, overloads, etc.). Within 24 hours, the Carrier must confirm details by email. Otherwise, Carrier is fully liable. If downtime occurs due to the Client, Carrier must provide a document confirming waiting at loading/unloading/customs (waiting due to Food Safety, Plant Protection, or Customs Services, as well as weekends/holidays, are not counted).
1.14. Ensure that the Client can directly communicate with the Carrier's driver during execution. The driver must be reachable by phone until 23:00 local time. Otherwise, fines may apply.
1.15. Upon Client's request, the Carrier must provide information about vehicle location, cargo condition, and/or other requested data within:
a) 1 hour if transported within EU (road/rail/sea/air),
b) 4 hours if transported outside EU by road/rail,
c) 6 hours if transported outside EU by sea/air,
d) for combined transport, according to the current stage.
Failure to provide information is intolerable and fined per violation.
1.16. During loading, but no later than completion of loading and before departure, Carrier must inform Client in writing if the cargo is subject to special transport conditions (customs, CEMT, transit, T1 declarations, temperature regime, extra documentation, or unusual conditions). Failure makes Carrier fully liable.
1.17. Ensure Carrier's staff comply with generally accepted rules/standards, laws, and regulations of the service country. All fines/losses due to staff fault are borne by Carrier.
1.18. After transport, Carrier must email documents within 5 calendar days after unloading. If CMR (or equivalent) lacks consignee's signature/stamp, or if delivered to the wrong address, the order is deemed not performed. Timely document submission is a condition for payment. If late/not provided, payment term is extended by 100 days from submission, and Client may deduct €100. Carrier agrees.
1.19. Cargo may not be reloaded, unloaded, or warehoused without prior written consent. Subcontracting without consent is also prohibited. Breach results in fines and reimbursement of Client costs.
1.20. Ensure security of vehicle and cargo during transport and rest. The vehicle with cargo must never be left unguarded. Stops only in 24/7 guarded areas, or fenced, lit, CCTV-monitored, paid parking areas, or near permanent police posts. Gas stations/unguarded areas are prohibited. Otherwise, Carrier covers Client's costs.
1.21. Ensure drivers do not take passengers, undeclared goods, contraband; documents are kept safe; vehicle is supervised even during short stops; vehicle is not left on roads or busy areas; when leaving, vehicle is locked and keys/documents taken. Otherwise, Carrier covers Client's costs.
1.22. Inform Client of all unplanned/unauthorized additional expenses. Otherwise, such costs are not reimbursed.
1.23. Since set-offs are the primary method of settlement, and Client identity is crucial, Carrier cannot assign claims (including freight payment claims) without prior written consent. Unauthorized assignment results in contractual fines deemed as minimum Client damages.
1.24. For temperature-controlled cargo, Carrier must ensure functioning thermometers are installed, measure cargo temperature at loading/unloading, and immediately inform Client of deviations. Provide data upon request.
1.25. After transport, Carrier must provide thermograph together with the CMR. Non-provision equals non-submission of CMR.
1.26. If CMR or other transport document is missing, Carrier must prepare it at own cost and, if required, provide details to the Tax Authority.
1.27. Provide indisputable proof of pallet/strap exchange at loading/unloading sites, documented in CMR or pallet-exchange note.

1.28. Provide quality pallets/straps in good condition (not broken/rotten). If rejected, Carrier compensates as per clause 1.30.
1.29. Ensure received pallets/straps are good. If in doubt, inform Client within 1 hour. Otherwise, deemed accepted in good condition.
1.30. For each non-exchanged, lost, or damaged pallet, Carrier compensates €25. Applies per EU-PAL/DD-PAL pallet.
1.31. Cargo must be transported only by road vehicles. Transport by other means (rail, sea, air) requires Client's written consent. Breach: penalty equal to freight cost.
1.32. Carrier must comply with other obligations established by national/local laws and international regulations.

2. TRANSPORT CONDITIONS:

2.1. The Client undertakes to ensure loading, transloading, and unloading of the cargo within 24 (twenty-four) hours in Europe and within 48 (forty-eight) hours in third countries, excluding non-working days and official public holidays. Failure to comply results in the Client agreeing to pay the Carrier €100 per day of waiting, provided the Carrier has complied with the requirements of clause 1.13 of this Agreement.
2.2. The Client has the right to demand termination of cargo transport, as well as to redirect the cargo, i.e., to indicate another delivery address or another consignee other than that specified in this Order or in the consignment note delivered to the Carrier. No additional payment is made to the Carrier for this.
2.3. The Carrier is prohibited from changing the original transport documents without the Client's written consent. The Carrier has no right to unilaterally change the cargo transport route, loading/unloading sequence or place, or border checkpoints specified in the transport Order, except where written consent has been obtained from the Client. Otherwise, all costs incurred by the Client shall be compensated by the Carrier.
2.4. The Carrier may under no circumstances and for no reason withhold cargo entrusted to him for transport.
2.5. If the Carrier is unable to execute this Order under the specified conditions, the Carrier must request further instructions from the Client regarding Order execution. In all cases, the Carrier must make maximum efforts to obtain the Client's instructions and must wait no less than 2 (two) working days, during which full cargo security must be ensured. Otherwise, all Client expenses shall be compensated by the Carrier.
2.6. The Carrier is informed that the cargo value may exceed SDR limits set out in Article 23 of the CMR Convention. In such a case, the cargo value is specified in the Transport Order; the additional freight surcharge changing the cargo value exceeding the limit established in Article 23 of the CMR Convention is included in the total freight charge (equal to 20% of the freight amount). By executing the Order, the Carrier confirms that the cargo value is known and clear to him.
2.7. In the event of damage, the Carrier must immediately, but no later than within 1 working day, inform the Client of the incident, provide a copy of his civil liability insurance policy (or equivalent document valid for the vehicle used), a written explanation by the Carrier's driver or responsible person, and present detailed circumstances related to the damage, as well as indicate the possible party at fault.

3. PAYMENT CONDITIONS:

3.1. The Client shall settle accounts with the Carrier within the agreed number of days after receiving the invoice and CMR consignment notes with the consignee's signature. The invoice, CMR, and accompanying documents must be sent in one PDF file to the email address: CMR.INVOICE@CONTINEXUS.COM. The file name must be "EXN_R123456" (EXN_R + the last six digits of the Transport Order number – e.g. TRANSPORT ORDER No.: 0001/000001/123456). CMR originals must be sent upon request.
3.2. The Client has the right to withhold freight payment and/or postpone the payment deadline if disputes arise regarding cargo damage, non-compliance with Carrier's obligations specified in this Order, or improper execution of the Order. The Client may exercise this right until the party responsible for the losses and the exact amount of losses are determined. If the Carrier is at fault, the loss amount shall be deducted from the freight payment due to the Carrier or from the total debt owed to the Client.
3.3. If the Client fails to pay the Carrier's submitted invoice on time, upon the Carrier's written request, the Client shall pay late payment interest of 0.02% per day of the overdue amount for each delayed day, except in cases where the Client withholds payment due to improper execution of obligations by the Carrier under this Agreement.

3.4. The Parties agree that the primary method of mutual settlement and fulfillment of financial obligations is through set-off and/or unilateral offsets by the Client. This is an essential condition of the Agreement. Financial obligations are executed by bank transfer or other means only if settlement through set-off/unilateral offsets is not possible.
3.5. The Carrier may under no circumstances withhold the transported cargo and/or perform other actions that would cause losses to the Client or its customers. In case of breach, the Carrier shall pay a fine and compensate all additional losses incurred by the Client.
3.6. The Carrier agrees that the freight price specified in the Order shall be payable only if the Carrier delivers the cargo to the consignee on time, i.e., no later than the deadline specified in the Order. The Parties agree that the freight charge directly depends on timely delivery. If the Carrier fails to deliver the cargo on time, the freight charge shall be reduced by €200 (two hundred euros) for each subsequent delivery day.

4. NON-COMPETITION AND CONFIDENTIALITY OBLIGATIONS:

4.1. The Carrier undertakes not to use for his own interests, not to disclose, and not to publish to third parties any confidential information about the conclusion of this Order and its conditions (including, but not limited to, the freight price) as well as other information about the Client and the cargo being transported, beyond what is necessary for proper execution of the Order. This confidentiality obligation of the Carrier is valid during the execution of the Order and for three years after completion of the Order.
4.2. Confidential information is considered to be any information related to this Order, its conclusion, and execution, including but not limited to information about the Parties' negotiation positions, prices, clients (including consignor and/or consignee and their data), payment procedures and deadlines, transported cargo and its specifics. If the Carrier has any doubts as to whether certain information is confidential, the Carrier must treat such information as confidential until confirmation is received from the Client that it is not confidential.

5. CARRIER'S LIABILITY:

5.1. The Carrier is liable for cargo damage caused by improper placement, securing, overweight, or axle overloads. The Parties agree that the Client shall under no circumstances be liable to reimburse the Carrier for fines related to axle overloads. The fine for vehicle non-provision, transport Order cancellation, or failure to comply with deadlines set by the Client is 20% of the freight price, but not less than €200. The Client also has the right to claim compensation from the Carrier for losses exceeding the fine amount. The Client's recoverable losses from the Carrier may exceed the freight price indicated in this Order.
5.2. Fine for delayed vehicle provision: €200 for each full or partial day.
5.3. Fine for unilateral alteration or non-provision of original documents: €300.
5.4. Fine for cargo reloading or handing over transport to third parties without the Client's written consent: 50% of the freight price, but not less than €1000. The Client also has the right to claim other damages related to reloading or subcontracting.
5.5. Fine for unfair competition and violation of non-competition obligations: €30,000, regardless of the actual damage caused.
5.6. Fine for use, disclosure, or violation of confidentiality obligations: €30,000, regardless of the actual damage caused. This fine is considered the Client's minimum damages.
5.7. Fine for delayed cargo delivery: €200 for each day of delay.
5.8. Fine for vehicle non-provision: €500.
5.9. Fine for failure to provide driver contact or for not answering at the specified time: €50 for each hour.
5.10. Failure to comply with the requirements of clause 1.4 results in a fine of €200 per violation.
5.11. Failure to comply with the requirements of clause 1.5 results in a fine of €2000, plus compensation for all losses related to such non-compliance.
5.12. Failure to comply with the requirements of clause 1.8 results in a fine of €2000.
5.13. Avoidance of compliance with clause 1.15 is intolerable and fined €100 per violation.
5.14. Failure to comply with the requirements of clause 1.23 results in a fine of €150.
5.15. Violation of clause 3.5 results in a fine of 10% of the declared cargo value, or if not declared, of the actual cargo value, for each day the cargo is withheld, plus reimbursement of other losses incurred by the Client.

5.16. If the Carrier unjustifiably files a protest in the Transport Exchange and defames the Client, the Carrier shall pay a fine of €300. If the Carrier additionally publishes the "Cargo Transport Agreement" with the protest, a fine of €4000 applies.
5.17. If the Carrier fails to properly and timely complete customs procedures and formalities, he undertakes to pay customs duties and other taxes, as well as to compensate for all related losses.
5.18. The Client is exclusively competent to decide all issues related to liability determination and damage administration. According to Article 6.249(4)(2) of the Lithuanian Civil Code, each case (or repeated case) is subject to a handling fee of 10% of the damage amount, but not less than €50 and not more than €100, which is reimbursed together with direct and indirect losses.
5.19. The Carrier agrees that the liability and penalties provided in this Order are reasonable, and that the indicated fines are considered the Client's minimum damages.

6. ORDER CONFIRMATION AND TERMINATION:

6.1. The Carrier undertakes to accept or reject the Order within 2 (two) hours from the moment of receipt, by sending the Client a response confirming acceptance or rejection by fax and/or email. If the Client does not receive a reply within the specified time, the Order is considered accepted (confirmed), unless the Client notifies the Carrier that the Order is cancelled.
6.2. Upon confirming the Order, the Carrier undertakes to provide the Client with data about the vehicle and trailer (semi-trailer) type, registration numbers, and driver's documents, as well as to send by fax or email a copy of valid CMR insurance, and the international transport license.
6.3. The Client has the right to change the required vehicle type, its quantity, or the vehicle's arrival time at the loading place by notifying the Carrier verbally and/or in writing no later than 3 (three) hours before the vehicle's arrival at the loading site.
6.4. The Client has the right to refuse the vehicle provided by the Carrier if it cannot be used to transport the cargo specified in the Order or if its technical condition clearly does not meet the requirements for such vehicles.
6.5. The Client has the right to unilaterally terminate the Order execution without prior notice and out of court if:
a) the Carrier is late or does not arrive at the loading site at the agreed time;
b) the Carrier provides a vehicle unsuitable for the cargo or in inadequate technical condition;
c) the Carrier refuses to comply with lawful instructions of the Client related to Order execution;
d) the Carrier fails to properly confirm the Order;
e) another material breach of the Agreement occurs.
6.6. The Client also has the right to cancel loading and unilaterally terminate the Order by written notice (including email) 24 hours before the scheduled loading time.
6.7. This Order may be amended or supplemented only by a written agreement between the Parties. Any unilateral amendments made by hand or by other means are invalid, and the Client declares in advance that he does not agree with such amendments.
6.8. The Client declares in advance that he will not agree to the Carrier's standard terms of carriage/Order execution if the Carrier were to submit such terms to the Client.

7. LIABILITY OF THE PARTIES:

7.1. Each Party shall compensate the other Party for direct, documented losses, i.e., expenses incurred or property lost, due to improper performance or non-performance of the obligations established in this Agreement, but only if such losses were caused by the fault of that Party.

8. FORCE MAJEURE

8.1. The Parties shall not be liable for full or partial non-performance of their obligations under this Agreement if such non-performance results from force majeure circumstances. The Parties understand force majeure circumstances as defined by the Civil Code of the Republic of Lithuania.
8.2. The Parties may rely on this provision only if it is proven that such circumstances could not have been avoided, foreseen, or assessed. Otherwise, this right shall not apply.

8.3. A Party that cannot fulfill its obligations due to the indicated circumstances must notify the other Party in writing within 15 calendar days from the occurrence of such circumstances. The Party must also provide a certificate issued by an authorized state institution confirming the existence of force majeure conditions. Late or improper notification, or failure to provide such a certificate, deprives the Party of the right to rely on these circumstances as grounds for exemption from liability for untimely or improper performance or non-performance of obligations.

9. APPLICABLE LAW AND DISPUTE RESOLUTION:

9.1. The mutual relations of the Parties, cargo transportation, and liability are governed by the Convention on the Contract for the International Carriage of Goods by Road (1956 CMR Convention) and other international conventions on the carriage of goods. To the extent not regulated by the CMR Convention and other international conventions, the relations between the Parties shall be governed by the law of the Republic of Lithuania.
9.2. Disputes not resolved amicably shall be examined by the competent court of the Republic of Lithuania according to the Client's registered office location.