STANDARD TRANSPORTATION TERMS AND CONDITIONS FOR CARRIERS (CARRIER T&C)

APPLICABLE TO ALL CARRIERS AND HAULIERS ENGAGED BY MB "VORTWAY" (THE "COMPANY")

Version 3.1 — Effective Date: 2026-08-06 — Supersedes version 3.0 of 2026-07-28

PREAMBLE

These Standard Transportation Terms and Conditions (the **"T&C"**) govern all road transport, haulage and related operations subcontracted by **MB "Vortway"**, a small partnership (*mažoji bendrija*) organised under the laws of the Republic of Lithuania, registered address Kovo 11-osios g. 56-73, LT-51293 Kaunas, Lithuania, company registration code 307693097, VAT identification number LT100020229013 (the **"Company"**), to any transport company, carrier, haulier or vehicle operator (the **"Carrier"**).

Acceptance of a Transport Order (Carriage Order) issued by the Company — whether by written confirmation, by electronic acceptance on the Company's digital portal or on a freight exchange, or by commencing loading — constitutes the Carrier's absolute and unconditional acceptance of these T&C, which supersede any carrier terms, invoice disclaimers, freight-exchange default conditions or transport-association conditions to the contrary.

The Company contracts with professional road transport undertakings only. These T&C are drafted to be balanced: they state clearly and in advance what the Company requires, what the Company pays, and what the Carrier may claim, so that a reliable haulier can accept a Transport Order with confidence and without negotiation.

CLAUSE 0: DEFINITIONS AND INTERPRETATION

0.1 Definitions. In these T&C:

- **"ADR"** means the European Agreement concerning the International Carriage of Dangerous Goods by Road;
- **"CMR Convention"** means the Convention on the Contract for the International Carriage of Goods by Road (Geneva, 19 May 1956) together with its Protocols;
- **"CMR Note"** means the consignment note issued under the CMR Convention;
- **"Company"** means MB "Vortway";
- **"e-CMR"** means the electronic consignment note under the Additional Protocol to the CMR Convention (Geneva, 20 February 2008);
- **"eFTI"** means electronic freight transport information within the meaning of Regulation (EU) 2020/1056;
- **"Goods"** or **"Cargo"** means the goods entrusted to the Carrier under a Transport Order;
- **"In Writing"** includes e-mail, portal records, freight-exchange message records and any other durable electronic record capable of being reproduced;
- **"POD"** means proof of delivery, being the CMR Note (or e-CMR) signed, stamped and dated by the consignee;
- **"SDR"** means Special Drawing Rights as defined by the International Monetary Fund;
- **"Services"** means the carriage and all related operations performed under a Transport Order;
- **"Transport Order"** or **"Carriage Order"** means the specific carriage instruction issued by the Company, in any form referred to in the Preamble.

0.2 Interpretation. Headings are for convenience only and do not affect construction. A reference to a statute, convention or regulation includes its amendments, replacements and implementing measures. The singular includes the plural and vice versa. "Including" means "including without limitation". Time periods expressed in days mean calendar days unless expressly stated to be business days; "business day" means a day other than Saturday, Sunday or a public holiday in the Republic of Lithuania.

0.3 Currency and interest reference. All monetary amounts are in euro (EUR). Where interest is payable under these T&C it accrues at the statutory rate under Directive 2011/7/EU on combating late payment in commercial transactions, being the European Central Bank reference rate plus eight (8) percentage points, together with the fixed statutory recovery amount of EUR 40 per invoice.

CLAUSE 1: SCOPE, PRIMACY AND CONTRACT FORMATION

1.1 Application. These T&C apply to, and form an integral part of, every Transport Order and every Service performed by the Carrier for the Company, and to all pre-contractual and contractual relations between them.

1.2 Primacy and exclusion of the Carrier's terms. The application of the Carrier's own general terms, transport conditions, invoice conditions, portal terms or any freight-exchange default conditions is expressly and entirely excluded, even where the Carrier refers to them in any acceptance, invoice, portal message or correspondence, and even where the Company does not separately object to them. No such terms apply unless expressly accepted by the Company In Writing by an authorised manager. Performance of a Transport Order shall never be construed as acceptance of the Carrier's terms.

1.3 Hierarchy of documents. In the event of conflict, the following order of precedence applies (highest first):

1. mandatory provisions of the CMR Convention and of any other mandatorily applicable law;
2. a signed framework or cooperation agreement between the Parties, where one exists;
3. the specific Transport Order (including any special instruction stated in it);
4. these T&C;
5. any other document.

1.4 Independent contractor; no authority to bind the Company.

1. The Carrier performs the Services as an independent commercial undertaking, at its own risk and on its own account, and shall never represent itself as an agent, employee, partner, branch or joint venturer of the Company. Nothing in these T&C creates a partnership, agency or employment relationship.
2. Neither the Carrier nor its driver has any authority to bind the Company. Any payment made or received, any document signed, any cost accepted, any settlement agreed and any other undertaking given in the name of or on behalf of the Company without the Company's prior consent In Writing are **void and of no effect against the Company**, and the Carrier shall indemnify the Company against every consequence of such an act.

1.5 Formation, amendment and cancellation of a Transport Order.

1. A Transport Order is formed when the Carrier accepts it in any manner described in the Preamble. Handwritten or unilateral alterations to an issued Transport Order are void and of no legal effect; any amendment requires the Company's confirmation In Writing.
2. **Company cancellation.** The Company may cancel or amend a Transport Order without compensation, penalty or other liability up to **two (2) hours** before the agreed time of the vehicle's arrival at the loading place.
3. **Carrier cancellation or no-show.** If the Carrier cancels an accepted Transport Order, fails to supply the vehicle, or fails to arrive at the loading place, the Carrier shall pay a contractual penalty (*netesybos*) equal to **twenty per cent (20%) of the agreed freight, subject to a minimum of EUR 200 and a maximum of EUR 1,000**, and shall in addition reimburse the difference between the agreed freight and the freight the Company must pay for a replacement vehicle. The Parties agree that this amount is a reasonable pre-estimate of the Company's re-brokering cost and of the exposure to its own client. **No penalty is payable** where the Carrier

gives notice In Writing more than twenty-four (24) hours before the agreed loading time and the Company is able to secure a replacement vehicle at no higher cost.

4. **Version in force.** The version of these T&C in force at the moment a Transport Order is issued governs that Transport Order. The current version is published on the Company's website and portal, and a copy is supplied on request at no charge.

CLAUSE 2: CARRIER QUALIFICATION, VEHICLE AND EQUIPMENT STANDARDS

2.1 Licensing, standing and capability. The Carrier warrants, on acceptance of each Transport Order and throughout its performance, that it:

1. is duly established and holds a valid **Community licence** and all national authorisations required under Regulation (EC) No 1071/2009 and Regulation (EC) No 1072/2009, and satisfies on a continuing basis the requirements of good repute, appropriate financial standing, professional competence and stable effective establishment;
2. holds all permits, authorisations, road-tax and toll registrations required on the routes it operates;
3. employs or lawfully engages qualified drivers holding a valid driving licence for the category, a valid **Driver CPC** (Directive 2003/59/EC), a valid medical certificate and, where required, a valid **ADR** training certificate;
4. holds valid motor third-party liability insurance for every vehicle used; and
5. is not subject to any suspension, withdrawal or restriction of its licence, and shall notify the Company In Writing without delay if any of the above ceases to be true.

2.2 Vehicle standard. The Carrier shall supply a vehicle that is clean, dry, watertight, odour-free, free of pest infestation, roadworthy and technically sound, of the type stated in the Transport Order, and fully compliant with the road-traffic and technical rules of every country on the route. The registered weights and dimensions of the vehicle combination must correspond to its registration documents and permit the Goods to be carried within all applicable axle-load and gross-weight limits.

2.3 Emission class. Unless the Transport Order expressly permits otherwise, the vehicle shall be of emission class **Euro 5 or better**, and **Euro 6** where the Transport Order so states or where the route includes a low-emission or restricted zone requiring it. The Carrier is responsible for verifying and complying with every environmental-zone restriction on its route; charges, fines and diversions arising from a non-compliant emission class are for the Carrier's account.

2.4 Body strength and load-securing equipment (Code XL). Where the Transport Order states that a **Code XL** vehicle is required, the Carrier shall supply a vehicle body certified to **EN 12642 Code XL** by an accredited testing body and shall carry the valid certificate on board and present it on request. In all cases, and irrespective of Code XL certification, the Carrier shall carry sufficient certified securing equipment for the Goods, and as a minimum:

1. at least **thirty (30) tension belts** with a lashing capacity appropriate to the Goods, all within their service life and free of visible damage;
2. at least **twenty-four (24) edge protectors** and a sufficient quantity of **anti-slip mats**;
3. on a tilt, tarpaulin or curtainsider vehicle: at least **thirty-two (32) side boards**, at least **four (4) cross boards**, a serviceable **TIR cable** and a **ladder**;
4. on a temperature-controlled vehicle: at least **four (4) locking bars** (and second-level bars where the stowage requires them), a calibrated **cargo thermometer**, and a **high-security door lock of MULTILOCK type or equivalent, together with its key** — a so-called "Spanish lock" is not accepted as a security lock;
5. any additional securing means required by the CTU Code (IMO/ILO/UNECE Code of Practice for Packing of Cargo Transport Units) or by the loading instruction in the Transport Order.

The absence of the required equipment entitles the Company to cancel the loading, arrange a replacement vehicle and recover the cost difference plus a **EUR 300** dry-run fee under Clause 3.2(3).

2.5 Temperature-controlled carriage. Where the Transport Order specifies a temperature regime, the Carrier shall present a unit holding a valid **ATP certificate** of the required class, shall pre-cool the unit to the required temperature before arrival at the loading place, shall maintain the regime continuously throughout carriage, and shall deliver a continuous, downloadable temperature record (thermograph strip or digital log) together with the POD. The Carrier shall not switch off the unit at any time, including during rest periods and at borders.

2.6 Dangerous goods (ADR). For ADR carriage the Carrier shall supply an ADR-equipped vehicle, an ADR-trained driver with all prescribed safety equipment and documentation, and shall have appointed a dangerous-goods safety adviser where required. The Carrier shall carry only the ADR classes stated in the Transport Order.

2.7 Sector standards. Where the Transport Order concerns:

1. **foodstuffs** — the Carrier shall comply with Regulation (EC) No 852/2004, HACCP principles and, where stated, the **IFS Logistics** standard, and shall clean the loading compartment before each load;
2. **pharmaceutical or healthcare products** — the Carrier shall comply with EU **Good Distribution Practice** (2013/C 343/01), hold a valid GDP-compliant quality system, and provide calibration records for temperature sensors on request;
3. **finished vehicles, high-value electronics or other Goods carried under a shipper protocol** — the Carrier shall comply with the loading, handling and damage-reporting protocol notified in or with the Transport Order.

2.8 No vehicle or trailer substitution; no co-loading. After acceptance the Carrier shall not, without the Company's prior consent In Writing: change the vehicle or trailer notified to the Company; transfer the semi-trailer to another tractor unit; trans-load or re-load the Goods; or carry any other goods on the same vehicle where the Transport Order is for a full load. Breach entitles the Company to a contractual penalty (*netesybos*) of **EUR 500 per event**, without prejudice to proven damages. Where the Transport Order is for a full load and the Carrier nevertheless carries other goods on the same vehicle, the Company may **in addition reduce the agreed freight in proportion to the loading space so used**. The carriage of any undeclared third-party goods is prohibited in every case and is a **material breach** where it is capable of concealing the origin, destination, actual consignee, actual carrier or route of the Goods, or of being used to circumvent applicable sanctions (Clause 9.6). A change of driver is permitted provided the Company is notified without delay with the new driver's name and telephone number.

2.9 Driver conduct. The Carrier shall ensure that its drivers are fit for duty and free from the influence of alcohol, narcotics or any impairing substance, hold a functioning mobile telephone with sufficient credit and roaming for the whole route, and behave professionally and courteously at loading and unloading places. Driving under the influence of alcohol or narcotics while performing a Transport Order is a material breach and triggers a contractual penalty (*netesybos*) of **EUR 1,000**, without prejudice to proven damages and to the Company's right to cancel the Transport Order and to report the incident to the competent authorities.

The Carrier shall equip every driver with, and shall ensure the driver uses at every loading and unloading place, the personal protective equipment required on the site concerned and as a minimum a **high-visibility safety vest, safety footwear with toe protection, a safety helmet with chin strap and safety goggles**. Each Transport Order on which a driver is not so equipped triggers a contractual penalty (*netesybos*) of **EUR 150**, and every dry run, refused site access, waiting period and replacement-vehicle cost resulting from missing protective equipment is for the Carrier's account.

CLAUSE 3: CMR LIABILITY, MANDATORY INSURANCE AND CLAIMS

3.1 Standard of liability (CMR Articles 17, 23 and 29). The Carrier is liable under the **CMR Convention** for total or partial loss of, damage to, or delay in delivery of the Goods occurring between the time of taking over and the time of delivery.

1. For loss or damage the Carrier is liable up to **8.33 SDR per kilogram** of gross weight short (CMR Art. 23), together with refund of the carriage charges, customs duties and other charges incurred in respect of the carriage (Art. 23(4)).
2. Where the loss, damage or delay is caused by the Carrier's **wilful misconduct or by such default as, in accordance with the law of the court seised, is considered equivalent to wilful misconduct** — including unauthorised re-freighting in breach of Clause 4, unauthorised deviation, parking in breach of Clause 7.4, leaving a loaded vehicle unattended in an unsecured place, switching off a refrigeration unit, or theft with the complicity of the driver — the Carrier may **not** invoke the limitations of liability (CMR Art. 29) and shall compensate the Company for the **full invoice value of the Goods** and every other loss recoverable at law.
3. For **cabotage carriage performed within the Federal Republic of Germany**, liability is limited to **40 SDR per kilogram** in accordance with §431(1) HGB where that provision applies mandatorily.
4. Where the Carrier is liable, the Company may deduct the amount of the loss from any sum due to the Carrier in accordance with Clause 10.4. Where no sum is due, the Carrier shall pay within **five (5) business days** of the Company's invoice.

3.2 Mandatory CMR insurance. The Carrier shall maintain at its own cost, for the whole period of every Transport Order, a valid **CMR carrier-liability insurance** policy with a reputable, financially sound insurer:

1. **Minimum limit:** not less than **EUR 250,000 per event**, or **EUR 500,000 per event** where the Transport Order so states for high-value, electronics, pharmaceutical or thief-attractive Goods;
2. **Scope:** the policy shall cover, without exclusion capable of defeating recovery, cabotage operations, **theft (including from unattended or unsecured parking)**, gross negligence of drivers, loading and unloading operations performed by the Carrier, temperature deviation for refrigerated carriage, and the liability of any sub-carrier permitted under Clause 4.3;
3. **Proof before loading:** the Carrier shall provide a valid copy of the policy, its schedule of exclusions and evidence of premium payment **before loading** and at any time on request. If the Carrier fails to do so, the Company may cancel the loading, arrange a replacement vehicle, and charge the Carrier the cost difference plus a **EUR 300** dry-run fee.

3.3 Insurance does not cap liability. Insurance limits do not cap the Carrier's liability. The Carrier remains liable for the full amount due under the CMR Convention and these T&C irrespective of the insurer's payment, of any policy exclusion, of any deductible, and of the insurer's insolvency or refusal.

3.4 Cargo insurance of the Goods is not the Company's obligation. The Company does not insure the Goods against physical loss or damage and gives no warranty that CMR liability cover is equivalent to all-risk cargo insurance. Nothing in these T&C obliges the Company to effect cargo insurance for the Carrier's benefit.

3.5 Damage discovery, notification and claims handling.

1. The Carrier shall notify the Company **immediately** — and in any event before the vehicle leaves the loading or unloading place — of any loss, damage, shortage, temperature deviation, seal irregularity, accident, refusal at delivery, detention by authorities, theft or suspected theft, and shall photograph or video-record the condition of the Goods and the securing.
2. The Carrier shall enter justified reservations on the CMR Note and shall obtain the counter-signature of the shipper or consignee where the condition of the Goods or of the securing is defective (CMR Art. 8).
3. The Carrier shall notify its own insurer immediately upon any damage event and shall cooperate fully with the Company's claims handling, including granting a surveyor access to the vehicle and the Goods.
4. Where the Carrier wishes to appoint its own independent surveyor it shall say so In Writing within **one (1) calendar day** of notification of the damage; failing that, the survey report of the surveyor appointed by the Company shall be treated as the agreed basis of assessment, without prejudice to the Carrier's right to challenge the report on substantive grounds.
5. The Company is exclusively competent for the determination of civil liability towards its client and for the

administration of the claim. For the administration of a claim arising from the Carrier's fault, a **claims-administration fee of EUR 35** is payable by the Carrier together with the direct and indirect loss. The Parties agree that this fee represents the Company's minimum internal cost of handling a claim within the meaning of **Article 6.249(4)(2) of the Civil Code of the Republic of Lithuania**, and that no separate itemisation or documentary proof of that cost is required.

6. Where a cargo claim, fine or indemnity is pending against the Company arising out of the Carrier's performance, the Company may retain a reasonable corresponding amount in accordance with Clause 10.6.

3.6 Reservations, notice periods and time bar (CMR Articles 30 and 32).

1. The Parties expressly apply the notice regime of **CMR Article 30**: apparent loss or damage must be noted on the CMR Note at delivery; loss or damage not apparent must be notified In Writing within **seven (7) calendar days** of delivery, excluding Sundays and public holidays; a claim for delay must be made In Writing within **twenty-one (21) calendar days** of the Goods being placed at the disposal of the consignee.
2. Any claim between the Parties arising out of a Transport Order is time-barred after **one (1) year**, and after **three (3) years** in the case of wilful misconduct or equivalent default, in accordance with **CMR Article 32**, running from the dates specified in that Article. A written claim suspends the period in accordance with Article 32(2).
3. Nothing in this Clause shortens any period that is mandatory under the CMR Convention, and nothing in it extends a period to the Carrier's disadvantage beyond what the CMR Convention permits.

3.7 Mitigation and protective duty. In the event of imminent danger to the Goods the Carrier shall take every reasonable step to prevent or minimise the damage and shall request the Company's instructions without delay. The Carrier shall never abandon the Goods.

CLAUSE 4: SUBCONTRACTING AND PROHIBITION OF DOUBLE-BROKERING

4.1 Absolute performance obligation. The Carrier shall perform each Transport Order with **its own** vehicles and with drivers employed by it or engaged by it under an equivalent relationship. The Carrier is strictly prohibited from subcontracting, re-freighting, re-selling, brokering, transferring, assigning or offering on a freight exchange (including TimoCom, Trans.eu or any comparable platform) the Transport Order, in whole or in part, to any third-party carrier or operator **without the Company's prior express consent In Writing**.

4.2 Consequences of unauthorised re-freighting. Unauthorised re-freighting (double-brokering) is a **material breach**. It destroys the traceability of the Goods, voids or gravely prejudices the CMR insurance cover on which the Company relies, and exposes the Company to unlimited liability towards its own client. Accordingly:

1. the Company may cancel the Transport Order with immediate effect and withhold payment of the freight in whole;
2. the Carrier shall pay a contractual penalty (*netesybos*) equal to **the amount of one full freight for the Transport Order concerned, subject to a minimum of EUR 1,500 and a maximum of EUR 5,000 per violation**. The Parties expressly agree, having regard to the value of the Goods carried, to the insurance-avoidance risk and to the Company's unlimited exposure under CMR Article 29, that this amount is a genuine and reasonable pre-estimate of the loss and is not a punitive stipulation;
3. **Mitigation ladder (agreed reduction).** Where the Carrier discloses the intended re-freighting to the Company In Writing **before loading commences**, and no loss, delay or damage results, the penalty is reduced by agreement to **twenty per cent (20%)** of the amount under Clause 4.2(2), subject to a minimum of EUR 300. Where the Goods are delivered without loss, damage or delay and the re-freighting is disclosed by the Carrier before the Company discovers it, the penalty is reduced by agreement to **fifty per cent (50%)** of that amount, subject to a minimum of EUR 750;
4. the penalty is without prejudice to the Company's right to claim proven damages exceeding it, and to report the Carrier to freight-exchange operators and to the competent transport authorities.

4.3 Where consent is given — flow-down. Where the Company consents In Writing to the engagement of a sub-carrier:

1. the Carrier shall impose on that sub-carrier obligations at least as onerous as these T&C, including the insurance minimums in Clause 3.2, the security obligations in Clause 7.4 and the compliance obligations in Clause 9;
2. the Carrier remains **fully liable to the Company for every act and omission of the sub-carrier as if it were its own**, and the consent does not transfer any obligation; and
3. the Carrier shall supply, on request, the sub-carrier's licence, insurance certificate and vehicle details before loading.

4.4 Verification. The Company may verify at any time, itself or through a third party, whether the vehicle actually performing a Transport Order is the vehicle notified by the Carrier, including by telematics, by inspection at loading or unloading, and by inspection of the CMR Note. The Carrier shall cooperate with such verification.

CLAUSE 5: NEUTRALITY, NON-SOLICITATION, CONFIDENTIALITY AND CUSTOMER PROTECTION

5.1 Commercial neutrality. The Carrier and its drivers, employees and agents shall observe strict commercial neutrality and shall not, in any dealing connected with a Transport Order:

1. disclose the freight rate, the Company's pricing, the Company's margin or the terms of the Company's contracts to the shipper, the consignee or any third party;
2. exchange business cards, contact details, price lists, flyers or commercial proposals with the shipper or consignee;
3. display on the vehicle, on documents or in correspondence any indication that the carriage is performed for a party other than the Company where the Transport Order requires neutral performance; or
4. disparage the Company or discuss the Company's internal commercial relations in the presence of the shipper or consignee.

5.2 Neutralisation of documents. Where the Transport Order requires neutral documentation, the Carrier shall use the documents supplied or approved by the Company only, shall not attach or present its own commercial documents, invoices or rate confirmations at the loading or unloading place, and shall not permit any document disclosing the Company's purchase or sale price to come into the possession of the shipper or consignee.

5.3 Non-solicitation (anti-disintermediation). The Carrier shall not, directly or indirectly, whether alone or through an affiliate, agent, employee, principal or related undertaking, solicit, canvass, quote to, negotiate with, contract with or perform carriage for any shipper, consignee, client or load location of the Company **with whom or with which the Carrier first came into contact through a Transport Order issued by the Company** (each a **"Protected Party"**), where doing so circumvents the Company.

1. **Duration:** during the engagement and for **twelve (12) months** after the last Transport Order performed by the Carrier for the Company.
2. **Penalty (two tiers):** (a) a breach consisting of an unauthorised **approach** — soliciting, canvassing, quoting to or negotiating with a Protected Party, or requesting or using its contact details in order to circumvent the Company — triggers a contractual penalty (*netesybos*) of **EUR 10,000** per breach; (b) a breach in which the Carrier actually **contracts with, or performs carriage for**, a Protected Party in circumvention of the Company triggers a contractual penalty (*netesybos*) of **EUR 20,000** per breach. Where both occur in relation to the same Protected Party and the same act of circumvention, only the higher amount is payable. Each penalty is payable on demand, without prejudice to the Company's right to claim proven additional damages.
3. **Carve-outs (agreed limits of the restriction).** This Clause does not apply where: (a) the Carrier can

demonstrate by documentary evidence a direct commercial relationship with that party pre-dating the first Transport Order; (b) the party approaches the Carrier through a public tender open to the market; or (c) the Company has confirmed In Writing that it does not object.

5.4 Reasonableness. The Parties agree that the scope, the geographic reach, the twelve-month duration and the amount stipulated in Clause 5.3 are reasonable and proportionate to the protection of the Company's customer relationships, goodwill and commercial secrets, having regard to Articles 1.116, 6.71, 6.73 and 6.211 of the Civil Code of the Republic of Lithuania, and that the carve-outs in Clause 5.3(3) are an integral part of that proportionality.

5.5 Confidentiality. Each Party shall keep confidential, and shall not disclose to any third party or use for any purpose other than performance of the Transport Order, all commercial information of the other Party, including rates and pricing policy, client and load-location identities, volumes, routes, contract terms, correspondence and negotiations, technical and operational know-how, and any information marked or reasonably identifiable as confidential. This obligation survives for **three (3) years** after the last Transport Order, and indefinitely in respect of information protected as a commercial secret under applicable law. It does not apply to information that is or becomes public otherwise than through breach, or whose disclosure is required by law or by a competent authority.

CLAUSE 6: LOADING AND UNLOADING WINDOWS, DEMURRAGE, DELAY AND PALLETS

6.1 Free waiting time. The agreed freight includes the following free waiting time, calculated from the later of (i) the booked slot time stated in the Transport Order and (ii) the vehicle's actual arrival and reporting at the gate:

1. **Loading within the European Union: twenty-four (24) hours per loading operation.**
2. **Unloading within the European Union: twenty-four (24) hours per unloading operation.**
3. **Loading, customs clearance, border crossing, veterinary or phytosanitary inspection and unloading outside the European Union: seventy-two (72) hours.**

Saturdays, Sundays and public holidays in the country concerned do not count towards free waiting time. Where the Transport Order states a loading or unloading day but no time, the vehicle shall arrive by **09:00 local time** on that day, and 09:00 is then the booked slot time for the purposes of this Clause 6 and of Clause 6.4. Where the Carrier arrives after the booked slot, free waiting time runs only from the next slot the loading or unloading place is able to offer, and the Company does not guarantee that a replacement slot will be offered on the same day.

6.2 Demurrage — conditions precedent. Demurrage becomes payable only if the Carrier strictly complies with **a ll** of the following:

1. **notice In Writing to the Company no later than one (1) hour after the free waiting time has expired**, stating the order number, the place and the time of arrival;
2. a **waiting/downtime sheet** stamped and signed by the shipper or consignee stating the exact time of arrival and of departure;
3. a **GPS/telematics printout** evidencing the vehicle's position throughout the waiting period; and
4. submission of the complete document set (stamped CMR Note, waiting sheet, GPS log) within **three (3) business days** of unloading.

Failure to comply with any of these conditions results in **forfeiture** of the demurrage claim. The purpose of these conditions is to allow the Company to notify and recover from its own client in real time; the Carrier acknowledges that a late-notified waiting period cannot be recovered and is therefore not payable.

6.3 Demurrage rates and caps. Subject to Clause 6.2, demurrage accrues for each commenced hour after the free waiting time has expired, at:

1. **standard tilt, box, curtainsider or platform vehicle — EUR 25 per commenced hour**, capped at **EUR 150 per calendar day** and at **EUR 450 per shipment**;

2. **temperature-controlled (reefer) vehicle — EUR 35 per commenced hour**, capped at **EUR 200 per calendar day** and at **EUR 600 per shipment**.

No demurrage accrues on Saturdays, Sundays or public holidays unless loading or unloading was scheduled for that day, nor for any waiting attributable to the Carrier (late arrival, incorrect or missing documents, unsuitable or non-compliant vehicle, missing securing equipment, driver rest requirements or a driver refusal).

6.4 Carrier delay and back-to-back indemnity. If the Carrier arrives late at loading or delivery, or delays the transit:

1. the Carrier shall pay a delay penalty of **EUR 35 per commenced hour**, capped at **EUR 350 per commenced day of delay** (reefer: **EUR 45 per hour**, capped at **EUR 450 per day**); and
2. the Carrier shall **indemnify and hold the Company harmless** against all contractual penalties, fines, line-stop and production-stop costs, chargebacks, re-delivery costs and claims **actually imposed on the Company by its client** as a direct result of the Carrier's late arrival, transit delay or default. The Company shall take reasonable steps to mitigate and shall, on request, evidence the client claim by producing the client's debit note or claim letter. This indemnity is in addition to, and is not limited by, the caps in Clause 6.3 and in Clause 6.4(1).

6.5 Minimum progress and routing. Unless the Transport Order specifies a route or a fixed schedule, the Carrier shall plan the carriage so as to achieve an average of not less than **400 kilometres per driving day**, subject always to Regulation (EC) No 561/2006. The Carrier selects its own route at its own risk and cost; tolls, ferries, diversions and additional distance are included in the agreed freight unless expressly stated otherwise in the Transport Order.

6.6 Failed delivery. If the Goods cannot be delivered on the first attempt for a reason not attributable to the Carrier, the Carrier shall make a second attempt, ordinarily on the following day, and shall request the Company's instructions In Writing without delay if that attempt also fails. The Carrier shall never return, sell, abandon or dispose of the Goods without the Company's instruction In Writing.

6.7 Pallets and load carriers. Where the Transport Order provides for the exchange of load carriers (EUR/EPAL pallets, UIC pallets (UIC-PAL), Düsseldorf pallets (DD-PAL), H1 pallets, E1 and E2 boxes, and mesh boxes (Gi-Box)), the Carrier shall obtain clear and unambiguous written confirmation of exchange or non-exchange at both the loading and the unloading place, on the CMR Note or on a separate pallet note, and shall accept only load carriers that are in exchangeable condition. Where the Carrier fails to produce that confirmation or fails to return load carriers within **fourteen (14) days** of completion of the Transport Order, the Company may charge: **EUR 15** per EUR/EPAL or UIC pallet, **EUR 10** per Düsseldorf pallet, **EUR 12** per E1 or E2 box, **EUR 100** per H1 pallet or mesh box (Gi-Box), plus an administration charge of **EUR 35** per Transport Order.

CLAUSE 7: TRACKING, TELEMATICS, COMMUNICATION AND SECURITY

7.1 Continuous tracking. The Carrier shall keep the vehicle's telematics/GPS system active and transmitting for the entire duration of the Transport Order, from arrival at the loading place until completion of unloading, and shall not disable, obscure, delay or falsify position data. On the Company's request the Carrier shall grant read-only access to the vehicle's position through its telematics provider, or shall share position through the Company's portal or a link supplied by the Company.

7.2 Position and status reporting. The Carrier shall:

1. report the vehicle's position and updated ETA **at least twice per day** while the Transport Order is running;
2. answer any position enquiry from the Company **within one (1) hour** during business hours;
3. confirm arrival at, and departure from, each loading and unloading place at the time it occurs; and
4. notify the Company **proactively and without delay, and in any event within two (2) hours** of becoming aware, of any delay, breakdown, accident, deviation, border queue, refusal at delivery, document problem or any other circumstance that may affect the agreed schedule — and, where the delay concerns a booked slot,

not later than **one (1) hour before** that slot.

7.3 Failure to report. Following a written warning from the Company, each further failure to comply with Clause 7.2(1) or 7.2(2) entitles the Company to a charge of **EUR 20 per occurrence**, and repeated failure is a material breach. Where the Carrier supplies inaccurate or falsified position information the Company is not liable for any loss the Carrier suffers in reliance on the Company's consequent instructions, and a contractual penalty (*netesybos*) of **EUR 300** applies.

7.4 Security, parking and theft prevention. The Carrier shall take all reasonable measures to prevent theft of and from the vehicle, and shall in particular:

1. use only **secured, attended, fenced and lit parking** for every rest of more than **forty-five (45) minutes** and for every overnight rest;
2. **never** leave a loaded vehicle unattended in an unsecured location, and keep the cab and cargo doors locked at all times;
3. for high-value or thief-attractive Goods, observe strictly any named-parking, no-stop-within-a-stated-distance-of-loading, two-driver, sealed-trailer or route instruction stated in the Transport Order, and use parking of a recognised security grade (for example TAPA PSR or an equivalent guarded site with CCTV, fencing and lighting);
4. affix and record the seal number where the Transport Order requires sealing, and never break a seal without the Company's instruction In Writing; and
5. verify the identity of the consignee (name and business address) before releasing the Goods, and refuse release where the identity does not correspond to the Transport Order or the CMR Note. Where the Goods are released to any person other than the consignee named in the Transport Order or the CMR Note, or at any place other than the delivery place stated in the Transport Order, the Carrier is liable **as for total loss of the Goods**, and shall in addition notify the Company In Writing immediately on becoming aware of the discrepancy.

Unauthorised stops and unsecured parking are at the Carrier's sole risk, constitute default equivalent to wilful misconduct for the purposes of Clause 3.1(2), and may void the Carrier's insurance cover.

7.5 Contact data. The Carrier shall supply the driver's name and mobile telephone number before loading and shall notify any change without delay. The driver shall remain reachable throughout the Transport Order.

7.6 Restricted zones, ferry crossings and prevention of clandestine entry.

1. On any carriage to or from the United Kingdom or Ireland, the Carrier shall instruct its drivers that **within 300 km of the Port of Calais no stop for rest, refuelling or any other purpose may be made otherwise than in a secured, paid, fenced, lit and guarded parking facility**, whatever the duration of the stop. The same rule applies to any further zone the Company notifies In Writing as a high-risk zone for clandestine entry.
2. Before boarding a ferry or entering the Channel Tunnel or any other cross-border terminal, and on every departure from a stop, the driver shall carry out and **record** a check of the load compartment, the roof, the chassis, the tarpaulin, the doors and the seals for signs of tampering or unauthorised entry, and shall re-seal the vehicle where a seal has been broken.
3. The Carrier shall operate an effective vehicle security system meeting the requirements of the accreditation or civil-penalty prevention scheme applicable on the route concerned, and shall retain the completed checklists and seal records for **twelve (12) months** and produce them to the Company on request.
4. The Carrier shall **indemnify and hold the Company harmless** against every civil penalty, fine, detention, storage, re-routing, delay, replacement-transport and legal cost imposed on or claimed against the Company, the vehicle owner, the driver or the Company's client arising from the presence of a clandestine entrant in or on the vehicle, or from any breach of this Clause 7.6, save to the extent that the Carrier proves it complied in full with paragraphs (1) to (3).

CLAUSE 8: DOCUMENTS, CMR, e-CMR AND ELECTRONIC FREIGHT INFORMATION

8.1 Check on loading. The Carrier (through the driver) shall verify the apparent condition, the count, the marks and numbers of the Goods, and the stowage and securing, and shall enter justified **reservations** on the CMR Note where the apparent condition, the count or the securing is defective (CMR Art. 8). In the absence of reservations, the Goods are presumed to have been taken over in apparent good order and properly secured.

8.2 Securing responsibility. Irrespective of who physically loads the vehicle, the Carrier is responsible for the safe stowage and securing of the Goods for transport, for compliance with axle-load, weight-distribution and road-safety rules, and for the load being secured in accordance with EN 12195-1 and the CTU Code. The driver shall be present during loading, fastening and unloading, and shall refuse to depart with a manifestly unsafe, incorrectly secured or overloaded vehicle and notify the Company immediately.

8.3 Delivery and POD. The Carrier shall deliver only to the consignee and place stated in the Transport Order, obtain a clean, stamped, signed and dated **POD**, record any consignee reservation on the CMR Note, and follow the Company's delivery and unloading instructions In Writing. The Carrier shall not deviate, trans-load, exchange or release the Goods without the Company's instruction In Writing.

8.4 Document submission and deadlines. The Carrier shall:

1. **collect at the loading place** every export, import and transit declaration and accompanying document issued for the consignment (EX1, T1, T2, TIR Carnet, EUR.1, A.TR, invoice, packing list, certificates), check that each corresponds to the Goods and to the Transport Order and is valid, and send a legible copy to the Company **from the loading place, before departure**;
2. send the Company a **legible scan or photograph of the fully completed CMR Note** (signatures and stamps of sender, carrier and consignee) not later than **one (1) business day** after delivery, together with any pallet note, temperature record and customs document;
3. **post the clean original CMR Note and all original accompanying documents to the Company within seven (7) business days** of unloading, where no e-CMR is used; and
4. retain a photocopy or photograph of every completed document, so that the set can be reconstructed if an original is lost in transit.

8.5 e-CMR. Where the Transport Order specifies e-CMR, the Carrier shall use the designated e-CMR platform. A validly completed e-CMR has the same effect as an original paper CMR Note for every purpose under these T&C, including as the trigger of payment under Clause 10.3, and no paper original is then required.

8.6 Electronic freight transport information (eFTI). The Parties acknowledge **Regulation (EU) 2020/1056**, under which from **9 July 2027** competent authorities of the Member States must accept regulatory freight information presented electronically through a certified eFTI platform. From that date, or from any earlier date notified by the Company In Writing giving not less than sixty (60) days' notice, the Carrier shall be able to present the regulatory information relating to a Transport Order through a certified eFTI platform on request of an authority, and shall communicate to the Company the unique electronic identifying link where the Company so requires. The Carrier shall bear its own cost of eFTI readiness; the Company shall not be liable for any penalty imposed on the Carrier for failure to comply with that Regulation.

8.7 Document delay, loss and falsification.

1. If the Carrier fails to post the clean original CMR Note within the seven (7) business days required by Clause 8.4(3), the Company may charge an administrative fee of **EUR 50** and may suspend payment under Clause 10.3 until the original is received. Where the delay causes the Company's own client to impose a documentary penalty on the Company, that penalty is recoverable from the Carrier on production of the client's debit note.
2. If an original CMR Note or any accompanying, customs or transit document is lost or destroyed while in the Carrier's charge, the Carrier shall pay **EUR 150** towards reproduction costs **and shall in addition**

compensate the Company for every direct and indirect loss caused by the loss of that document, including customs duty, import VAT, excise, guarantee calls, non-discharge penalties and any penalty imposed on the Company by its client. Payment is suspended until a certified consignee-signed duplicate, or a valid e-CMR, is provided.

3. Any unilateral alteration, re-issue, back-dating or falsification of a CMR Note, delivery note, damage report or waiting sheet without the Company's prior consent In Writing is a material breach and triggers a contractual penalty (*netesybos*) of **EUR 10,000**, without prejudice to proven damages and to referral to the competent authorities.

8.8 Customs and transit documents. Where the carriage moves under a customs procedure (T1, T2, TIR Carnet, ATA Carnet or equivalent), the Carrier shall present the Goods and the documents at the office of destination within the prescribed time limit and by the prescribed route, shall obtain proper discharge of the procedure, and shall indemnify the Company against all duties, import VAT, excise, guarantee calls, penalties and costs arising from a non-discharged or irregularly discharged procedure attributable to the Carrier.

CLAUSE 9: EU LEGAL COMPLIANCE — MOBILITY PACKAGE, POSTING, CABOTAGE AND RESPONSIBLE CONDUCT

9.1 Driving time, rest and tachograph. The Carrier shall comply, and shall ensure its drivers comply, with Regulation (EC) No 561/2006 on driving times and rest periods, Regulation (EU) No 165/2014 on tachographs (including the smart-tachograph retrofitting obligations), the AETR Agreement where applicable, and all national implementing rules. The Carrier shall not instruct or incentivise a driver in a manner that would cause a breach of those rules, and shall retain tachograph records for the statutory period.

9.2 Posting of drivers and remuneration. The Carrier shall comply with the driver-posting regime of **Directive (EU) 2020/1057** and with Directive 96/71/EC as amended, including:

1. paying every driver at least the minimum or posted remuneration, allowances and benefits due under the law and applicable collective agreements of each Member State in which a posting situation arises;
2. submitting the required **posting declaration through the IMI Public Interface** before the start of the posting and keeping it available;
3. holding a valid **A1 social-security certificate** for each posted driver; and
4. keeping and producing on request the documents required under Article 1(11) of that Directive, including pay records, employment contracts, tachograph records and proof of payment.

9.3 Cabotage. The Carrier shall observe the cabotage regime of **Regulation (EC) No 1072/2009 as amended**, namely a maximum of **three (3) cabotage operations within seven (7) days** following an incoming international carriage, followed by a **cooling-off period of four (4) days** during which no further cabotage may be performed in that Member State with the same vehicle. The Carrier shall perform no unlawful cabotage under a Transport Order and shall keep the evidence prescribed by Article 8 of that Regulation.

9.4 Vehicle and driver return. The Carrier shall comply with the operational-establishment requirements of **Regulation (EU) 2020/1055**, including the return of each vehicle to an operational centre in the Member State of establishment **within eight (8) weeks** of leaving it, and shall organise its drivers' work so that each driver is able to return to the employer's operational centre or to the driver's place of residence **within each period of four (4) consecutive weeks** in accordance with Regulation (EC) No 561/2006 as amended.

9.5 Weights, dimensions and road-safety compliance. The Carrier shall observe Directive 96/53/EC and all national weight and dimension limits, shall not accept a load that would cause an overload, and shall bear every fine, immobilisation cost and consequential loss arising from an overload, an incorrect axle distribution or a technical defect of its vehicle.

9.6 Sanctions, export controls and anti-bribery.

1. The Carrier shall comply with all applicable sanctions, export-control, dual-use, customs and anti-money-laundering laws and measures (EU, UN, United States/OFAC and United Kingdom) and warrants that neither it, nor its owners, drivers, vehicles, sub-carriers nor routing are subject to, or in breach of, such measures.
2. The Carrier shall not transit a prohibited territory or carry Goods to a sanctioned end-user, and shall notify the Company immediately of any sanctions issue. The Carrier shall not conceal or misdescribe, and shall not facilitate the concealment or misdescription of, the origin, destination, actual consignee, actual carrier or route of any consignment, and shall carry no undeclared third-party goods (Clause 2.8). The Company may stop, re-route or cancel the carriage without liability and report the matter to the competent authorities.
3. The Carrier shall comply with all applicable anti-bribery and anti-corruption laws and with the ICC Rules on Combating Corruption, and shall neither offer nor accept any improper payment or advantage in connection with a Transport Order.

9.7 Responsible business conduct. The Carrier shall respect internationally recognised human and labour rights in its operations, shall not use forced, compulsory, trafficked or child labour, shall provide its drivers with safe and lawful working conditions and with accommodation compliant with Regulation (EC) No 561/2006 (regular weekly rest not to be taken in the vehicle), and shall observe equal-treatment and non-discrimination rules. The Carrier shall cooperate with the Company's reasonable supply-chain due-diligence enquiries.

9.8 Indemnity. The Carrier shall fully indemnify and hold the Company harmless against all fines, penalties, back-pay and social-security claims, immobilisation and detention costs, legal costs and liabilities imposed on, or claimed against, the Company arising out of the Carrier's breach of this Clause 9, including any joint-and-several, chain-liability or subcontractor-liability claim under national implementing law.

9.9 Audit and records. The Carrier shall retain the records evidencing compliance with this Clause 9 for the statutory retention period and, in any event, for not less than **ten (10) years** after completion of the Transport Order, and shall make them available to the Company or its appointed auditor on reasonable notice. Where an audit establishes non-compliance, the Carrier shall bear the reasonable cost of that audit. This right of audit is limited to records relating to Transport Orders performed for the Company and is exercised subject to Clause 12.

CLAUSE 10: PAYMENT, DOCUMENT-TRIGGERED SETTLEMENT, SET-OFF AND ASSIGNMENT

10.1 Payment term. Unless the Transport Order states otherwise, the Company shall pay the Carrier within **forty-five (45) calendar days**, the term running as provided in Clause 10.3. The freight stated in the Transport Order is **all-inclusive** and covers fuel, tolls, road taxes, ferries, permits, driver remuneration in every jurisdiction, securing equipment, insurance and every other cost of performance, save for a cost expressly agreed In Writing in the Transport Order.

10.2 Quick-pay option. At the Carrier's request marked on its invoice, the Company offers payment within **fourteen (14) calendar days** of receipt of a complete and clean document set, subject to a **3.0% quick-pay discount** on the freight invoice.

10.3 Document-triggered payment ("no clean CMR, no pay"). The payment term runs only from the Company's receipt of a complete, clean and correct document set, namely:

1. the Carrier's invoice quoting the Company's Transport Order number and the vehicle registration;
2. a **legible scan or photograph of the signed, stamped and dated CMR Note** from both loading and unloading, **without reservations** as to loss, damage, shortage or temperature — or a valid **e-CMR** under Clause 8.5; and
3. where applicable, the pallet or load-carrier note, the customs and transit documents, and the temperature record.

Where no e-CMR is used, the Carrier's obligation to post the clean original within seven (7) business days under Clause 8.4(3) applies in every case. If the original is not received within **fourteen (14) calendar days**, or the scan is illegible, incomplete or reasonably disputed, the Company may **suspend payment** until the clean original, or a valid e-CMR, is received.

Original-required orders (Company option). Where the Company's client, a letter of credit, a customs authority or any other lawful requirement so demands, the Company may require the **clean original CMR Note** (and/or other specified original documents) as the sole condition and trigger of payment for a particular Transport Order, by stating so in the Transport Order or by notice In Writing to the Carrier at any time before payment falls due. In that case the payment term for that order runs only from the Company's receipt of the clean original (or a valid e-CMR) and the scan trigger in Clause 10.3(2) does not apply to that order.

10.4 The Company's right of set-off, deduction and retention.

1. The Company may set off and deduct from any sum due to the Carrier, on that or on any other Transport Order or account, any amount the Carrier owes the Company, including contractual penalties under Clauses 1.5(3), 2.8, 2.9, 4.2, 5.3, 7.3, 8.7 and 11.2, delay and indemnity sums under Clause 6.4, indemnities under Clauses 7.6, 8.8 and 9.8, cargo-claim amounts under Clause 3, charges under Clauses 3.2(3), 3.5(5), 6.7 and 8.7, and any other claim, charge, fine or damage.
2. This right of set-off extends to sums due from the Carrier to any undertaking within the Company's group, and to sums due to the Carrier from any undertaking within the Company's group.
3. **Survival against assignees.** The Carrier acknowledges that the Company's rights of set-off, deduction and retention under this Clause form part of the substance of the Company's payment obligation and are therefore **enforceable against any assignee, factor, pledgee or other transferee** of the Carrier's claim, whether or not the Company has consented to the transfer.

10.5 The Carrier has no right of set-off or retention. The Carrier may not set off, withhold or deduct any amount against sums it owes the Company, may not make payment of its own claims a condition of performance, and may not suspend or refuse performance of an accepted Transport Order on account of any payment dispute.

10.6 Retention against pending claims. Where a cargo claim, fine, indemnity claim or client claim is pending against the Company arising out of the Carrier's performance, the Company may retain, as security, a reasonable amount corresponding to the claim from sums otherwise due to the Carrier, until the claim is resolved or becomes time-barred under Clause 3.6(2). The Company shall inform the Carrier In Writing of the amount retained and of the claim it relates to, and shall release the retention without delay once the claim is resolved in the Carrier's favour.

10.7 Assignment, factoring and encumbrance. The Carrier shall not assign, factor, pledge, charge or otherwise transfer any claim against the Company arising out of a Transport Order without the Company's prior consent In Writing. Any purported transfer made without that consent is ineffective against the Company; the Company may continue to pay the Carrier with discharging effect and may exercise every right under Clause 10.4. Consent shall not be unreasonably withheld where the Carrier gives the Company the assignee's full details In Writing in advance and the assignee acknowledges Clause 10.4(3). The Company may assign its rights and obligations to any undertaking within its group or to a successor in title.

10.8 Late payment interest. Each Party shall pay interest on any overdue sum at the rate stated in Clause 0.3, together with the fixed statutory recovery amount, in accordance with Directive 2011/7/EU as implemented in the Republic of Lithuania. Interest does not accrue on a sum lawfully suspended under Clause 10.3 or lawfully retained under Clause 10.6.

10.9 Invoicing. The Carrier's invoice shall be issued in euro, shall quote the Transport Order number, shall correspond exactly to the agreed freight and to any charge agreed In Writing, and shall be sent to the address or portal notified by the Company. Each Party bears its own bank charges.

10.10 Bank details and change of payment instructions.

1. The Carrier's bank account is the account stated in its onboarding record. Any change to those details must be notified to the Company by a **separate written notice on the Carrier's letterhead, signed by an authorised representative**, and must be **confirmed by the Company by telephone on the number it already holds for the Carrier** before any payment is made to the new account. A change communicated only in an e-mail signature, in or with an invoice, in a message body, in an attachment or through a third-party portal is **not** an effective notice.
2. Until the Carrier has given an effective notice under 10.10(1) and the Company has completed that confirmation, payment made by the Company to the account previously notified **fully and finally discharges** the Company's payment obligation for the sums concerned, and the Company bears no liability for any loss the Carrier suffers as a result.
3. The Carrier shall notify the Company In Writing without delay of any actual or suspected compromise of its e-mail accounts, invoicing systems or payment details, and of any fraudulent payment instruction issued in its name.

CLAUSE 11: PROHIBITION OF CARGO LIEN — NO HOSTAGE-TAKING

11.1 Waiver of lien over the Goods. The Carrier expressly, unconditionally and irrevocably waives any right of lien, retention, pledge, possessory security or other right of detention over the Goods, the transport documents, the load carriers or any equipment (arising under any national law, custom of the trade or convention) on account of unpaid freight, disputed demurrage or any other claim. The Carrier shall never withhold the Goods, delay delivery, divert the vehicle, or refuse to hand the Goods to the consignee on account of any payment dispute.

11.2 Penalty and remedies. If the Carrier withholds the Goods or the documents in breach of Clause 11.1:

1. the Carrier shall pay an immediate contractual penalty (*netesybos*) of **EUR 5,000 per event**, which the Parties agree is a reasonable pre-estimate of the replacement-transport cost, storage, client penalties and client-relationship harm typically caused by the detention of a consignment. **Mitigation ladder (agreed reduction):** where the Carrier releases the Goods in full within **six (6) hours** of the Company's written demand and delivery takes place without loss or damage, the penalty is reduced by agreement to **EUR 2,500**;
2. the Company may arrange substitute carriage at the Carrier's cost, recover the full replacement cost and every client penalty caused, and report the Carrier to the competent transport authorities, to freight-exchange operators and, where warranted, to law enforcement; and
3. the Company may withhold and set off outstanding payments to the Carrier on any account, in accordance with Clause 10.4, to cover its loss and the penalty.

CLAUSE 12: DATA PROTECTION (GDPR)

12.1 Roles. In relation to the limited personal data processed to perform, evidence and settle the Services — driver identity and contact data, vehicle and position data, signatures on transport documents and claims correspondence — the Parties act as **independent controllers**, each determining its own purposes and means; neither is the other's processor in the absence of a separate written data-processing agreement.

12.2 Compliance. Each Party shall comply with Regulation (EU) 2016/679 (GDPR) and applicable national data-protection law, shall ensure a lawful basis for the disclosure of driver data necessary for site access, security screening, customs formalities and POD, shall inform its own personnel of that processing, and shall apply appropriate technical and organisational measures against unauthorised or accidental access, alteration, loss, destruction, transfer or misuse.

12.3 Position data. Position and telematics data shared under Clause 7 is processed for the performance and evidencing of the carriage, for security and for claims handling. Each Party shall retain such data no longer than necessary for those purposes and for the applicable limitation and statutory retention periods.

12.4 Incidents and cooperation. Each Party shall notify the other without undue delay of any personal-data breach affecting data received from the other, and shall cooperate reasonably in responding to data-subject requests and to supervisory-authority enquiries relating to the Services.

CLAUSE 13: FORCE MAJEURE

13.1 Definition and effect. Neither Party is liable for a failure or delay in performance (other than an obligation to pay money) caused by an event beyond its reasonable control, including acts of God, war, hostilities, civil unrest, terrorism, sanctions and embargoes, border closures, general strikes and lock-outs affecting third parties, epidemic or pandemic measures, cyber-attack on infrastructure, extreme weather, natural disaster, fire, and failure of public infrastructure or utilities.

13.2 Notice and mitigation. The affected Party shall notify the other In Writing without delay, shall mitigate the consequences, and shall resume performance promptly once the event ends. A shortage of drivers, vehicles or capacity, an increase in the Carrier's costs, and the Carrier's own equipment failure or insolvency are **not** force majeure.

13.3 Continuing duties and cancellation. Force majeure does not relieve the Carrier of its duty to safeguard Goods already in its charge, to follow the Company's reasonable instructions for their protection, or to keep the Company informed. If a force-majeure event continues for more than thirty (30) days, either Party may cancel the affected Transport Order In Writing, with payment for the part of the carriage actually and usefully performed.

CLAUSE 14: SUSPENSION, TERMINATION AND MATERIAL BREACH

14.1 Material breach. Without limiting any other provision, each of the following is a material breach entitling the Company to cancel the affected Transport Order with immediate effect, to suspend the Carrier from further Transport Orders and to claim damages: unauthorised re-freighting (Clause 4); detention of the Goods (Clause 11); a failure of the mandatory insurance (Clause 3.2); falsification of documents (Clause 8.7(3)); driving under the influence (Clause 2.9); a breach of the sanctions or anti-bribery provisions (Clause 9.6); repeated failure to report position (Clause 7.3); and any breach of Clause 9 exposing the Company to chain liability.

14.2 Effect of cancellation. Cancellation for material breach does not affect accrued rights, does not release the Carrier from Clauses 3, 5, 9.8, 10.4, 11 and 12, and is without prejudice to the Company's right to recover the cost of substitute carriage.

14.3 Suspension of listing. The Company may remove or suspend the Carrier from its approved-carrier list at its discretion. Suspension is not a penalty and creates no claim for compensation; the Company shall pay for Transport Orders correctly performed before the suspension took effect.

CLAUSE 15: GOVERNING LAW, JURISDICTION AND GENERAL PROVISIONS

15.1 Governing law. These T&C and every Transport Order are governed by the law of the **Republic of Lithuania**, with the mandatory application of the **CMR Convention** to international carriage and of any other mandatorily applicable law.

15.2 Jurisdiction. Subject to the mandatory jurisdiction rules of **Article 31 of the CMR Convention**, all disputes arising out of or in connection with these T&C or any Transport Order shall be subject to the **exclusive jurisdiction of the competent courts of the Republic of Lithuania sitting in Kaunas** (*Kauno apylinkės teismas / Kauno apygardos teismas*), and the Carrier waives any objection to that forum. Where Article 31 CMR applies, the Company may in addition, at its option, bring proceedings in the courts of the country in which the Carrier is ordinarily resident or has its principal place of business or the branch through which the contract was made, or in the courts of the country of the place of taking over of the Goods or of the place designated for delivery.

15.3 Amicable settlement. Before commencing proceedings the Parties shall attempt in good faith to settle the dispute by negotiation within thirty (30) days of a written notice of dispute. This Clause does not prevent either Party from seeking interim or protective relief, and does not suspend any time bar.

15.4 Severability. If any provision of these T&C is or becomes invalid, unenforceable or excessive, it shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the Parties' commercial intention, or, failing that, severed; the remaining provisions continue in full force. Where a contractual penalty (*netesybos*) is reduced by a court under Article 6.73(2) or Article 6.258(3) of the Civil Code of the Republic of Lithuania, the Company retains the right to prove and recover its actual loss in full.

15.5 Entire agreement; no waiver; notices. These T&C together with the Transport Order (and any signed framework agreement) constitute the entire agreement between the Parties in respect of the Services and supersede the Carrier's terms and all prior understandings. No delay or omission in exercising a right operates as a waiver of it. Notices shall be In Writing; e-mail to the address used by the Parties in the course of the Transport Order, and messages recorded on the Company's portal, are sufficient.

15.6 Language. These T&C are issued in **English**, and the English version is the sole authentic and governing version for every purpose, including the interpretation of every Transport Order. The Company may make available a Lithuanian or other language version for convenience only; in the event of any difference, discrepancy or dispute as to meaning, the **English** version prevails, and no convenience translation alters, supplements or limits it. The Parties confirm that they have chosen English as the language of the contract and that each has had the opportunity to obtain a translation at its own cost.

15.7 Amendments. The Company may amend these T&C and shall publish the amended version on its website and portal. The version in force at the moment a Transport Order is issued governs that Transport Order; an amendment never applies retroactively to a Transport Order already accepted.

15.8 Third parties. These T&C confer no right on any third party, save that the Company's employees, directors, agents and sub-suppliers may rely on every exclusion and limitation in them.

ANNEX A — SCHEDULE OF CONTRACTUAL PENALTIES AND CHARGES

Stated here in one place for transparency. Each amount is an agreed pre-estimate of loss (*netesybos*) or a cost-recovery charge, and none excludes the Company's right to claim proven damages in excess of it.

- **Carrier cancellation or no-show (Clause 1.5(3))** — 20% of the agreed freight, minimum EUR 200, maximum EUR 1,000, plus the replacement-freight difference. Nil where notice is given more than 24 hours before loading and a replacement is secured at no higher cost.
- **Vehicle/trailer substitution, trans-loading or unauthorised co-loading (Clause 2.8)** — EUR 500 per event.
- **Driving under the influence (Clause 2.9)** — EUR 1,000.
- **Missing personal protective equipment (Clause 2.9)** — EUR 150 per Transport Order, plus every resulting dry-run, access-refusal and waiting cost.
- **Dry run: no insurance proof or missing securing equipment (Clauses 2.4, 3.2(3))** — EUR 300 plus the replacement-vehicle cost difference.
- **Claims-administration fee where the Carrier is at fault (Clause 3.5(5))** — EUR 35.
- **Unauthorised re-freighting / double-brokering (Clause 4.2)** — one full freight, minimum EUR 1,500, maximum EUR 5,000; reduced by agreement to 50% of that amount (minimum EUR 750) on voluntary disclosure before discovery with no loss, and to 20% (minimum EUR 300) on disclosure before loading with no loss.
- **Breach of non-solicitation (Clause 5.3)** — EUR 10,000 per unauthorised approach; EUR 20,000 where the Carrier actually contracts with or carries for the Protected Party.

- **Demurrage payable BY the Company TO the Carrier (Clause 6.3)** — EUR 25 per commenced hour (reefer EUR 35), capped at EUR 150 per day / EUR 450 per shipment (reefer EUR 200 / EUR 600), after 24 hours free per loading operation and 24 hours free per unloading operation in the EU, and 72 hours free for loading, customs and unloading outside the EU.
- **Carrier delay (Clause 6.4(1))** — EUR 35 per commenced hour, maximum EUR 350 per day (reefer EUR 45 / EUR 450), plus the back-to-back client indemnity under Clause 6.4(2).
- **Load carriers not returned or not documented (Clause 6.7)** — EUR 15 per EUR/EPAL or UIC pallet, EUR 10 per Düsseldorf pallet, EUR 12 per E1/E2 box, EUR 100 per H1 pallet or mesh box (Gi-Box), plus EUR 35 administration.
- **Failure to report position (Clause 7.3)** — EUR 20 per occurrence after a written warning; EUR 300 for inaccurate or falsified position information.
- **Clandestine entrant or restricted-zone breach (Clause 7.6)** — full indemnity for every civil penalty, fine, detention, storage, re-routing and legal cost.
- **Late original CMR Note (Clause 8.7(1))** — EUR 50 administration, plus suspension of payment and any documentary penalty imposed by the Company's client.
- **Lost original CMR Note or customs document (Clause 8.7(2))** — EUR 150 reproduction cost, plus every direct and indirect loss (duty, import VAT, guarantee calls, client penalties).
- **Falsification or unilateral alteration of documents (Clause 8.7(3))** — EUR 10,000.
- **Detention of the Goods / breach of the no-lien rule (Clause 11.2)** — EUR 5,000 per event; reduced by agreement to EUR 2,500 on full release within 6 hours of written demand with no loss or damage.

CARRIER ACCEPTANCE AND CONFIRMATION

By accepting the Company's Transport Order, by accepting it on the Company's digital portal or on a freight exchange, or by commencing loading, the Carrier confirms that it has read, understood and agreed to these Standard Transportation Terms and Conditions in their entirety, and in particular to: the vehicle and equipment standards (Clause 2), CMR liability and mandatory insurance (Clause 3), the claims and time-bar regime (Clause 3.6), the absolute subcontracting ban (Clause 4), neutrality, non-solicitation and confidentiality (Clause 5), the waiting-time and demurrage regime (Clause 6), tracking, security and clandestine-entry prevention (Clause 7), the document and eFTI obligations (Clause 8), EU compliance and the related indemnity (Clause 9), payment, set-off, the assignment restriction and the bank-details rule (Clause 10), the prohibition of any cargo lien (Clause 11), and the governing law and jurisdiction of the courts of Kaunas, Lithuania (Clause 15).

For the Carrier:

Company / Name: ___________________________________

Company code / VAT code: ___________________________

Community licence No.: _____________________________

Authorised Signature: ______________________________

Name / Title: ______________________________________

Date: ____

For MB "Vortway":

Authorised Signature: ______________________________

Name / Title: ______________________________________

Date: ____

MB "Vortway" · Kovo 11-osios g. 56-73, LT-51293 Kaunas, Lithuania · Company code 307693097 · VAT LT100020229013

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