CLIENT GTC AMENDMENT — WAITING TIME, DEMURRAGE AND BANK DETAILS

Amendment to the MB "Vortway" General Terms and Conditions for Logistics & Freight Forwarding Services (Client GTC), version 2.1 of 2026-07-28.

Clause 3.5 realigned and new Clause 8.5 added — Client GTC becomes version 2.2, effective 2026-08-06.

WHY THIS AMENDMENT EXISTS

There are two changes, both driven by a line-by-line comparison against the published, lawyer-approved carrier terms of two established Lithuanian operators.

1. Free waiting time realigned to the Baltic market standard. Carrier T&C v3.1 moves the carrier-side free waiting time from 2 h / 2 h / 24 h to **24 hours per loading operation, 24 hours per unloading operation within the EU, and 72 hours for loading, customs and unloading outside the EU**. Both reference sets grant themselves exactly these windows. Clause 3.5(1) of the Client GTC must move with it: the whole point of Clause 3.5 is that the two documents net to zero. If the client side stayed at 2 h / 2 h / 24 h the Company would be charging its clients for waiting it no longer pays its carriers — commercially indefensible and, on a professional counterparty's reading, an invitation to dispute every demurrage invoice.

2. Payment-redirection fraud closed on both sides. New Clause 8.5 states that the Company will never notify a change of its bank details by e-mail alone, obliges the Client to verify any such communication by telephone using independently obtained contact details, and provides that payment made to any other account without that verification **does not discharge** the Client's debt. The mirror obligation now sits on the carrier side in Carrier T&C Clause 10.10. Invoice-redirection fraud is among the most common financial attacks on a freight forwarder; neither reference set addresses it, and the exposure is the full invoice value on every unpaid order.

CLAUSE 3.5 — AMENDED TEXT (replaces 3.5(1); 3.5(2)–(6) unchanged)

3.5 Free Waiting Time, Demurrage and Detention.

1. **Free time included in the price.** The agreed price includes the following free waiting time at the Client's, the sender's or the consignee's premises, calculated from the later of (i) the booked slot stated in the Transport Order and (ii) the vehicle's actual arrival and reporting at the gate: **twenty-four (24) hours per loading operation and twenty-four (24) hours per unloading operation within the European Union**, and **seventy-two (72) hours** for loading, customs clearance, border crossing, veterinary or phytosanitary inspection and unloading outside the European Union. Saturdays, Sundays and public holidays in the country concerned do not count towards free waiting time.
2. **Demurrage after free time.** Once the free time has expired, demurrage accrues for each commenced hour and is payable by the Client at **EUR 25 per hour** for a standard tilt, box, curtainsider or platform vehicle and **EUR 35 per hour** for a temperature-controlled vehicle, capped at **EUR 150 / EUR 200 per calendar day** and at **EUR 450 / EUR 600 per shipment** respectively. These rates and caps mirror the free time and demurrage the Company owes the performing carrier, so that the Company neither profits from nor absorbs the delay.
3. **Pass-through of the carrier's actual charge.** Where the performing carrier lawfully charges the Company demurrage, detention, a dry-run or a re-delivery fee in excess of the amounts in 3.5(2) as a direct result of a delay at the Client's, the sender's or the consignee's premises, or of an instruction or information given by the Client, that charge is reimbursable by the Client in full on production of the carrier's invoice or debit note.
4. **Evidence.** On the Client's request the Company shall evidence a demurrage claim by producing the waiting sheet or arrival/departure record and, where available, the vehicle's telematics record.
5. **Storage and detention of equipment.** Where the Cargo or a trailer, container or swap body is detained

beyond the free time for a reason not attributable to the Company, storage, detention and repositioning charges are for the Client's account under Clause 3.3.

6. **Relationship to Clause 4.5.** This Clause does not relieve the Client of its obligation to ensure that loading and delivery are available within the agreed window.

CLAUSE 8.5 — FULL TEXT (new, inserted after Clause 8.4)

8.5 Bank Details and Change of Payment Instructions.

1. The Company's only bank account for the payment of its invoices is the account stated in Clause 8.1. The Company will **never** notify a change of its bank details by e-mail alone, by an amended invoice, by a message attachment or through any third-party portal.
2. Before acting on any communication that purports to change the Company's bank details, the Client shall **verify it by telephone with the Company on the number published at www.vortway.lt or already held by the Client**, using contact details obtained independently of that communication. Payment made to any account other than the account in Clause 8.1, without that verification, **does not discharge** the Client's payment obligation, and the Client remains liable for the full invoiced amount.
3. Each Party shall notify the other 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.

HOW THE TWO DOCUMENTS NOW NET OUT

Every figure below is identical on both sides — what the Company pays the carrier (Carrier T&C v3.1) and what it recovers from the client (Client GTC v2.2):

- **Free time — loading in the EU:** 24 hours per operation · **unloading in the EU:** 24 hours per operation · **loading, customs and unloading outside the EU:** 72 hours.
- **Demurrage — standard tilt/box/curtainsider/platform:** EUR 25 per commenced hour.
- **Demurrage — temperature-controlled:** EUR 35 per commenced hour.
- **Daily cap:** EUR 150 standard / EUR 200 reefer.
- **Per-shipment cap:** EUR 450 standard / EUR 600 reefer.

The one asymmetry is deliberate and in the Company's favour: **Clause 3.5(3)** lets the Company pass on a carrier charge that lawfully exceeds the mirrored cap, where the excess is caused by the Client's side. Without it the caps would themselves become the Company's loss in the exact cases where the delay was never the Company's doing.

The Carrier T&C keeps its strict conditions precedent (written notice within 1 hour, stamped waiting sheet and GPS log within 3 business days) — so a carrier claim the Company cannot pass on is normally a claim the carrier has already forfeited.

Commercial effect of the realignment. Moving from 2 h to 24 h of free time reduces the Company's demurrage exposure to its carriers close to nil, and correspondingly reduces what the Company can invoice its clients for waiting. It also makes the Company's Transport Orders **less attractive to hauliers** than the Western European 2 h standard. That trade-off was made deliberately: it matches what both reference operators do, and it removes the residual cash leak on delays caused by neither party.

WHAT TO DO WITH THIS DOCUMENT

The amendment is **already applied**. The full amended Client GTC v2.2 (EN and LT) is regenerated in `Term&Conditions/dist/{docx,pdf,html}/GTC_Clients_*`. This file exists so the change can be reviewed on its own, and so the clauses can be pasted into any separate copy of the Client GTC that is already in circulation.

Clients who accepted an earlier version are governed by that version for orders already placed; v2.2 governs from the moment it is published and accepted (Client GTC Clause 1.5, electronic acceptance).

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