

Effective as of July 9, 2025

GENERAL TERMS AND CONDITIONS OF CARGO TRANSPORTATION OF BALTIC TRANSLINE, SRL

1. GENERAL PROVISION

- 1.1. Baltic Transline, SRL (hereinafter – **the Client**) stipulates that all submitted transport orders must be executed in accordance with the provisions set forth below. By accepting the cargo for transportation, the Carrier confirms agreement with the General Terms and Conditions of Cargo Transportation provided by the Client.
- 1.2. The Carrier undertakes, in accordance with the conditions specified in the Order below, to accept the Cargo from the consignor (hereinafter – **the Sender**) at the designated location (hereinafter – **the Loading Location**), to deliver it properly and on time to the location specified by the Client (hereinafter – **the Delivery Location/Unloading Location**), and to hand it over to the consignee (hereinafter – **the Recipient**). The Client undertakes to pay the Carrier the agreed transportation price (freight) under the terms and procedure specified in the Agreement for services provided properly and on time.

2. RIGHTS AND OBLIGATIONS OF THE CARRIER

- 2.1. The Carrier has the right to cancel the Order no later than 24 hours before the loading day. If the Order is canceled less than 24 hours before loading, the Carrier assumes responsibility for any losses incurred by the Client due to such cancellation and undertakes to cover the difference in transportation costs resulting from hiring a new carrier, as well as to compensate for other losses incurred by the Client.
- 2.2. The Carrier undertakes to provide a vehicle of the required type, properly prepared (technically sound, clean, odor-free, sealed, equipped with standard cargo and ADR fastening equipment, if required), and to have all documents necessary for transportation, as specified in other clauses. Lack of these documents or providing an unsuitable vehicle is considered equivalent to not providing the vehicle at all. When transporting cargo that requires a specific temperature regime, the Carrier must arrive at the loading location with the required temperature already set and prepared. This temperature must be maintained throughout the entire transportation process.
- 2.3. The Carrier is responsible for the safety of the cargo during transportation in accordance with the Convention on the Contract for the International Carriage of Goods by Road (CMR) and must have a TIR Carnet (for TIR procedure), an international waybill (CMR), motor vehicle liability insurance, and all necessary permits and licenses required for international cargo transport. The Carrier must maintain valid cargo liability insurance (CMR) for an amount no less than the value of the cargo being transported. Without additional instructions from the Client, the Carrier must fully comply with all international IFS and HACCP standards applicable to the transport of food

products. The Carrier's vehicle must fully meet all road traffic regulations in each country where transportation or related services will be carried out.

- 2.4. The driver must have protective boots, a vest, gloves, and a helmet. Depending on the type of vehicle, the following standard cargo securing equipment must be present in the vehicle: for tarpaulin vehicles – side boards (32 pcs.), cross boards (2 pcs.), corners (40 pcs.), straps (20 pcs.), a ladder, a TIR cable, and anti-slip mats; for refrigerated vehicles – rods (4 pcs.), second-level rods (22 pcs.), a thermometer for measuring cargo temperature, MULTILOCK + key (1 pc.), and straps (3 pcs.). The Carrier is responsible for covering the costs associated with acquiring this equipment.
- 2.5. The Carrier must arrive at the loading or unloading location at the time specified in the Order, or if a specific time is not indicated, by 9:00 AM local time. If the Carrier does not arrive at the specified time, the Client is not obligated to ensure the loading or unloading of the cargo within 24 hours. If the Carrier is delayed in arriving, the Client has the right to cancel the order at any time, seek another vehicle, and charge the Carrier for the difference in transportation costs. Additionally, the Carrier will not be reimbursed for any expenses incurred due to the delay or cancellation of the order.
- 2.6. The Carrier must immediately inform the Client of any discrepancies in the total weight and/or axle weight. The Carrier is responsible for any damage to the cargo due to improper loading or securing of the cargo. The Carrier is required to monitor the total permissible weight of the vehicle (including the cargo) and the weight per axle.
- 2.7. The Carrier undertakes to supervise the loading/unloading and ensure that the waybill accurately reflects the number of cargo units, their labeling, and numbering. The Carrier must check the external condition of the cargo and packaging to ensure suitability for safe transportation. In the event of discrepancies in the waybill or if any damage or improper packaging of the cargo is noticed during loading, it is prohibited to leave the loading location. The Carrier must immediately inform the Client about such issues and record the discrepancies in the cargo waybill. The waybill must indicate the dates of loading and unloading of the cargo. Signatures and stamps of authorized individuals must be included on the waybill.
- 2.8. If the Carrier fails to provide the vehicle for loading the cargo, they shall pay a penalty of 30% of the payment for transportation services, but no less than 300 EUR and/or compensate the losses incurred by the Client (if the Client is informed less than 24 hours before the scheduled cargo loading). If the agreed loading/unloading deadlines (day, hour) are not met, the Carrier shall pay a penalty of 300 EUR (three hundred euros) for each day and 30 EUR (thirty euros) for each hour of delay and/or compensate the losses incurred by the Client.

- 2.9.** During stops, the Carrier must keep the vehicle with the cargo only in a safe parking area¹. When transporting high-value cargo, the vehicle must be kept only in a secured parking area².
- 2.10.** The Carrier is strictly prohibited from transferring or selling the received Order to a third party without the written consent of the Client. If the Order is nonetheless transferred or sold without such consent, the Carrier shall incur a penalty equal to the amount of the freight, but no less than 300 EUR. If the Carrier, having obtained prior written consent from the Client, entrusts the transportation to a third party, they must ensure that this party complies with and adheres to all the requirements and instructions outlined in the Order.
- 2.11.** The Carrier confirms that they have properly informed their drivers about the prohibition of stopping for rest, refueling, or any other purposes within 300 km of the Port of Calais and is responsible for any potential sanctions from the cargo owner, the Client, or the primary Client for non-compliance with this provision, even in the absence of damage to the cargo. Stopping closer than 300 km to the Port of Calais is only allowed in secured and paid parking areas and nowhere else, including any duration of stops.
- 2.12.** The Carrier must maintain constant communication with the driver of the vehicle transporting the cargo and provide written updates on the transportation progress regularly, at least three (3) times a day. The Carrier must immediately inform the Client of any issues arising during loading, transportation, or unloading of the cargo, as well as any delays, downtimes, traffic incidents, or other events that could affect the proper fulfillment of obligations under the terms of the Agreement and that may change the delivery deadline or threaten the safety of the cargo. In the event that the Client requests information regarding the vehicle's location, delays in delivering the vehicle for loading, or reasons for delays in cargo delivery, the Carrier is obligated to provide accurate and truthful information within one (1) hour of receiving the request. If the information provided is inaccurate/incorrect regarding the transportation progress or is submitted late, the Carrier will incur a penalty of 300 EUR (three hundred euros).
- 2.13.** Any monetary payments or other actions taken by the driver on behalf of the Client without the Client's written approval are null and void.
- 2.14.** The Carrier undertakes to comply with the instructions contained in Agreement and the CMR Convention. The Carrier is responsible for the total and partial loss or damage of the cargo from the moment it accepts the cargo for transportation until the moment of its delivery.
- 2.15.** Without the Client's consent, it is prohibited to detain, reload, unload, store, or transfer the cargo to another truck. If this condition is violated, the Carrier shall pay a penalty of 3000 EUR (three

¹ Safe parking area – a designated area for cargo vehicles to park, fully enclosed, illuminated during nighttime, and continuously monitored by video cameras or site personnel.

² Secured parking area – a designated area for cargo vehicles to park, fully enclosed (closed), illuminated during nighttime, with controlled access, where the vehicles and their cargo are monitored by site personnel 24 hours a day.

thousand euros) at the Client's request, which is considered the minimum loss for the Client, and the Client is not required to prove the amount of the loss. If the Carrier's failure to fulfill obligations results in greater losses than the specified penalty, the Carrier must compensate these losses at the Client's request.

- 2.16.** The Carrier agrees to send quality copies of the cargo delivery waybills and other accompanying documents (cargo consignment notes, temperature recording strips, documents for the exchange or non-exchange of Euro pallets, etc.) to the Client by email no later than 24 hours after the cargo has been handed over to the recipient, as specified in the contract or in other known documents, with the recipient's acknowledgment (signature and stamp). If the Carrier delays in providing copies of the documents specified in this section of the Agreement or fails to submit them by the agreed deadline, the Carrier shall pay a penalty of 25 EUR (twenty-five euros) to the Client. Additionally, the Client has the right to withhold payments to the Carrier until the Carrier fulfills its obligation to provide the document copies.
- 2.17.** The Carrier is obligated to provide all original transportation documents (CMR waybills, cargo accompanying documents, temperature recording strips, documents for the exchange or non-exchange of euro pallets, import/export declarations, etc.) to the Client within 30 (thirty) calendar days from the date of cargo delivery. If the Carrier delays in submitting the original documents specified in this section of the Agreement or fails to provide them by the agreed deadline, the Carrier shall pay a penalty of 25 EUR (twenty-five euros) to the Client. Additionally, the Client has the right to withhold payments to the Carrier until the Carrier fulfills its obligation to provide the original documents.
- 2.18.** The Carrier is obligated to ensure that the Cargo is delivered to the person entitled to receive it. They must verify that the name of the Recipient or the full name indicated on the CMR waybill and/or in the Order matches the name of the person signing for receipt. If the information about the Recipient/Unloading location in the CMR waybill and the Order does not match, the Carrier must immediately notify the Client in writing and obtain written confirmation regarding the delivery location. If, due to the failure to fulfill these duties, the Cargo is delivered to an improper Recipient, the Carrier shall be liable as for total loss of the Cargo.
- 2.19.** If a full vehicle is ordered for the transportation of Cargo, the Carrier is prohibited from transporting other cargo, even if there is free space remaining in the vehicle. Violation of this requirement will result in a proportional reduction of the transportation price (freight) based on the size of the available space in the vehicle.
- 2.20.** The Carrier agrees to compensate the Client for both direct and indirect losses incurred as a result of the loss of documents accompanying the cargo.
- 2.21.** The Carrier must collect the export/import declarations for the cargo and send them to the Client via email or other telecommunication means from the cargo pickup location. In the event that the Carrier fails to forward the export/import declarations to the Client and does not collect them, the

Carrier shall compensate the Client for any resulting downtime as well as any other losses incurred by the Client due to the improper fulfillment of this condition.

- 2.22.** The Carrier confirms that they will not provide transportation services to companies to which they transported cargo under the Order of Baltic Transline, SRL for a period of 12 months. Violation of this clause will result in a penalty of 20,000 EUR (twenty thousand euros) for each such case.
- 2.23.** The Carrier is responsible for providing impeccable proof of the exchange or non-exchange of pallets at the cargo loading and unloading locations. Regardless of whether a pallet exchange was agreed upon, the Carrier must obtain clear and unequivocal confirmation on the CMR or pallet waybill from both the loading and unloading locations. This condition is mandatory when transporting cargo on EUR, EPAL, UIC-PAL, DD-PAL, H1-PAL, or G-Box pallets. In the event of loss or damage to the pallets, the following charges apply: EUR, EPAL, UIC-PAL - 20 EUR per unit; DD-PAL - 10 EUR per unit; G-Box - 100 EUR per unit; H1 - 65 EUR per unit. Additionally, an administrative fee of 25 EUR (twenty-five euros) applies for each case. The Client has the right to withhold payments to the Carrier until the Carrier fulfills their obligations.
- 2.24.** The Carrier undertakes to ensure that both its employees and those of any subcontractors receive their salaries and other mandatory payments (such as allowances, vacation pay, overtime compensation, etc.) on time and in full, in accordance with the applicable laws of the country where the transportation is being carried out, which set forth the minimum wage and other related payments. Additionally, the Carrier must ensure that all employment relations are managed according to the requirements in that country, including documentation and reporting obligations. Furthermore, the Carrier guarantees that the rights of employees as stipulated by applicable laws are upheld, including the minimum duration of paid leave, health and hygiene conditions, safety requirements, and conditions for pregnant women, children, and young people. Equal conditions must be provided for employees of both genders, and all principles of non-discrimination must be adhered to. Any violation of this obligation will be considered a fundamental breach of the Agreement.
- 2.25.** The Carrier undertakes to ensure compliance with the laws of the Federal Republic of Germany regarding minimum wage (MiLoG) and the French Republic's Loi Macron. In the event of non-compliance or improper execution of these laws, the Carrier agrees to indemnify the Client for all losses related to the identified violations, including fines, penalties, and unpaid taxes.
- 2.26.** The Carrier undertakes to notify the Client of any changes to bank account details in a separate notice. If the Carrier fails to comply with this obligation, the Client shall not be held liable for any payments not being made to the new Carrier's account, and the Client's obligation to settle for the services rendered shall be considered fully discharged.

3. RIGHTS AND OBLIGATIONS OF THE CLIENT

- 3.1.** The Client must provide accurate information about the loading and unloading locations, as well as the dimensions, quantity, and weight of the cargo.
- 3.2.** The Client has the right to cancel or modify the order at least 12 hours before the loading time specified in the Order without any compensation, penalties, or other financial liability.
- 3.3.** Loading and unloading of cargo in European Union countries is allotted 24 hours, while customs procedures and loading and unloading of cargo in third countries are allotted 72 hours (non-working days and holidays are not included).
- 3.4.** The Client is not obligated to compensate any additional expenses incurred by the Carrier, except in cases where the Parties have agreed in writing on these expenses.
- 3.5.** The Client is obligated to pay the Carrier the transportation price (freight) for the properly and timely executed transportation of the Cargo via bank transfer, within the period agreed by the Parties, after receiving 2 (two) duly filled original CMR waybills, the original VAT invoice properly issued, and other documents specified in the Order (including, but not limited to, import/export declarations).
- 3.6.** The Client has the right to conduct an audit at any time or to appoint third parties to perform an audit in order to evaluate how the Carrier or its subcontractors comply with the obligations set forth in the Agreement and the requirements of national and international legislation. In this case, the Carrier must facilitate the Client or the appointed third party to conduct the audit and provide all necessary documents confirming compliance with the obligations. This right is valid for the entire duration of the Agreement as well as for 10 years after the completion of the last Forwarding Order. If any violations of the Agreement are found during the audit, the Contractor must cover the Client's audit costs, including expenses incurred for third-party audit services.

4. TRANSPORTATION PRICE AND RIGHT OF RETENTION

- 4.1.** The transportation price (freight) specified in the Transport Order includes all expenses incurred by the Carrier related to the transportation, including but not limited to fuel costs, wages in all relevant jurisdictions, road fees, fluctuations in currency exchange rates, additional equipment necessary for the transport and/or securing of the cargo, permits, licenses, insurance, and other expenses. Exceptions may only apply to those costs that have been agreed upon in the Transport Order or in writing between the parties.
- 4.2.** The Client has the right to unilaterally offset financial claims arising from the Carrier's actions or inactions, which stem from these Terms or the transportation contract, and which the Client has the right to seek compensation for.

- 4.3. The Client has the right to suspend the payment of the transport fee (freight) and other payments if claims are made against the Carrier regarding the execution of the Order, if the CMR waybill or protocol contains marks of cargo damage or other losses; additionally, payment of fees may be suspended until the issue of compensation for the losses is resolved or until the Client's customer or the actual sender settles with the Client. The Client has the right to offset the transport fee against the compensation for the losses. Payments for the transport of other cargoes may also be offset against the compensation for the losses.

5. OTHER PROVISIONS

- 5.1. Both parties must act with care and integrity, adhering to the standards of industry specialists and professional service providers. Each party undertakes to take all possible measures to ensure that the Cargo maintains all its properties during transportation that it had at the time of loading. Both parties also commit to complying with all applicable laws regulating cargo security requirements, including but not limited to ADR, RID, and ADNR regulations.
- 5.2. The Carrier is prohibited from transferring the Contract, its obligations, or rights under it to third parties without prior written consent from the Client, including but not limited to the assignment of claims against the Client. This also applies to factoring agreements or the transfer of claims to debt collection agencies. Non-compliance with this requirement will be considered a material breach of the Contract. In the event of a violation of this clause, the Client has the right to demand a penalty of 200 EUR (two hundred euros), which may be unilaterally offset against amounts payable to the Carrier.
- 5.3. The penalties and compensations specified in the Order are considered to be the Parties' pre-agreed minimum compensation for losses, the amount of which does not require additional proof. Upon payment of any contractual penalty, the right to claim full compensation for damages remains.
- 5.4. All disputes and disagreements shall be resolved in accordance with the procedure established by laws of Romania, in the competent court having jurisdiction over the registered office of Baltic Transline SRL.
- 5.5. The parties agree that if damage arises or claims for damages are made against the Client due to the Carrier's improper fulfillment of obligations, the Carrier shall compensate the Client for fixed administrative costs of 35 EUR (thirty five euros) incurred as a result. The Carrier acknowledges that the amount of compensation is reasonable and corresponds to the minimum administrative costs of damage and agrees to pay it without the need to provide separate documents justifying these costs.
- 5.6. Any unilateral amendments or modifications to these General Terms and Conditions of Cargo Transportation shall be deemed null and void.

- 5.7. The parties must adhere to the requirements of the Convention on the Contract for the International Carriage of Goods by Road (CMR), signed on May 19, 1956, in Geneva. The parties to this contract are liable for non-fulfillment or improper fulfillment of obligations in accordance with the laws of Romania.
- 5.8. By entering into the transportation agreement, the Parties confirm that they are familiar with these General Terms and Conditions of Cargo Transportation, agree to them, and that both Parties have been given the opportunity to negotiate the terms of the Order.