UAB "BALTIC TRANSLINE" CONDITIONS AND RULES FOR CARGO TRANSPORTATION AND EURO PALLET EXCHANGE

1. GENERAL TRANSPORTATION CONDITIONS

1.1. UAB "Baltic transline" (hereinafter referred to as the Carrier) confirms that all received transportation orders will be executed according to the provisions below. By submitting cargo for transportation, the Client confirms that their general commercial terms are valid only to the extent that they do not conflict with these general conditions and rules.

1.2. The Client must provide all necessary information and documents to ensure timely and safe cargo transportation.

1.3. The Client is obligated to disclose all information about dangerous goods and must clearly indicate this (specifically highlighting it) in the transport order. If UAB "Baltic transline" agrees to transport such goods, they must be classified, packaged, labeled, and documented as required by applicable national and/or international laws regulating the transportation of dangerous and/or declared goods. When delivering dangerous goods for transportation, the Client must provide all available data and, if necessary, all other documents (authorizations, permits, certificates, etc.).

1.4. The Client is responsible for any consequences arising from incomplete or incorrectly provided information (including the cargo and other documents).

1.5. All costs and fees related to cargo transportation for which the Carrier is not responsible, as well as any issues faced during cargo collection and/or delivery or following direct instructions from the Client, will be paid by the Client based on the Carrier's provided invoices.

1.6. The Client is responsible for the cargo sender. The cargo sender must pack, load, and secure the cargo to ensure safe transportation under normal traffic conditions, including sudden braking, while the cargo receiver must unload the cargo. The Client is fully responsible for any consequences arising from incomplete, incorrect, or inaccurate information provided regarding the cargo, its temperature, etc.

1.7. The Carrier assumes no responsibility for any additional actions at the cargo loading and/or unloading site. If such services are provided at the Client's request, the Client assumes all associated risks. The Carrier will not be held liable for any damage, including but not limited to cargo or loading/unloading equipment damage, caused under these circumstances. The Carrier has the right to issue an additional invoice to the Client for loading/unloading services at market rates.

1.8. The Client must ensure proper loading and unloading of the cargo within 2 (two) hours for full loads and 1 (one) hour for partial loads. These timeframes are calculated from the vehicle's arrival at the loading/unloading site.

1.9. The Client must ensure that the vehicle driver’s instructions at the loading point are followed to ensure proper cargo arrangement in the vehicle and to prevent any axle overload.

1.10. The Carrier is not liable for any damage to the cargo during transportation if the cargo is loaded/unloaded/secured by the Client, the cargo sender, or any other person authorized by the Client. Nor is the Carrier liable for improperly used containers/packaging that result in the collapse/slippage/movement of the cargo during transport and/or the height or arrangement of the cargoon pallets (e.g., leaving gaps between pallets). The cargo packaging must not cause damage to the vehicle.

1.11. If the transportation order specifies that perishable or other temperature-sensitive goods will be transported, the Carrier is not obligated to check the product's temperature at the loading site and is not liable for any damage caused by temperature discrepancies. The Client assumes all risks.

1.12. Any correspondence on the electronic freight exchange platform, contract terms discussed with the Client via Skype, WhatsApp, email, or other applications are considered valid and legally binding. The Client confirms during the contract signing that they have all the legal rights to enter into this contract and agree on individual transportation terms with the Carrier. Any scanned and/or other electronic documents sent by email or other electronic means are valid and may be used in court as legitimate evidence if necessary.

1.13. The Client must process all necessary documents (quality certificates, export permits, veterinary certificates, sanitary and hygiene certificates, cargo invoices, and other necessary documents) for cargo transportation at their own expense. The Client is responsible for the accuracy and sufficiency of the information in these documents and must compensate the Carrier for any losses incurred due to improper fulfillment or non- fulfillment of these obligations.

1.14. The Client must inform the Carrier if the cargo value exceeds 70,000 EUR. If the Client does not inform the Carrier, the Carrier is not liable for the full value of the cargo, and liability is limited to 70,000 EUR.

1.15. If the Client intentionally delays providing instructions to the Carrier within 1 hour of receiving information about any obstacles or problems during the transportation of the cargo, the Carrier has the right to independently decide on the future of the cargo (including but not limited to reloading/repackaging/storage/disposal). The Carrier will notify the Client in advance of the costs, and the Client must immediately and unconditionally reimburse all losses to the Carrier.

1.16. If the Client is found to be intentionally avoiding or unwilling to pay the Carrier for incurred losses, the Carrier has the right to hold the cargo or temporarily suspend service until the Client pays the issued invoices.

1.17. Under no circumstances is the Carrier liable for any dishonest behavior and/or fraud on the part of the Client and/or the cargo owner or their employees if the Carrier was unaware and could not have known about such actions.

1.18. The Client compensates the Carrier for any additional expenses or losses caused by incorrect information provided by the Client (including but not limited to fines, damages due to Client inactivity, etc.), incorrect packaging, labeling, inaccurate delivery addresses, etc.

1.19. If the Carrier’s driver is not allowed to observe the loading and unloading processes, and this fact is noted on the CMR consignment note or another cargo document, the right to file a claim is forfeited.

1.20. The driver does not count individual cargo units when the cargo is not palletized. In such cases, it is highly recommended for the Client to seal the vehicle, as the Carrier is not liable for shortages or cargo damages.

1.21. It is prohibited to offset claims for damages against the Carrier’s invoices for transportation services. It is also forbidden to withhold payments for transportation services in cases where the recipient notes alleged cargo damage on the CMR consignment note or other accompanying documents.

1.22. The Client pays the Carrier for downtime at a rate of 50.00 EUR per hour or 500.00 EUR per day (including weekends and holidays). Downtime starts from the first minute after the agreed-

upon time (fixed time) or the first hour after arrival if only the arrival day was agreed upon. The Client understands and agrees that this amount is reasonable, proportional, and represents a mutually acceptable minimum loss incurred by the Carrier.

1.23. The Carrier commits to providing transportation documents to the Client as soon as possible. The Client confirms that penalties for allegedly delayed document submission are not possible unless intentional actions by the Carrier are identified.

1.24. After loading, the cargo sender must provide the driver with all necessary cargo documents. If document delivery is delayed, or not all documents are provided, the Client covers all costs for non- receipt or missing documents and any resulting downtime.

1.25. If the Client cancels (annuls) the order (regardless of the cancellation timing) for reasons beyond the Carrier's control, the Carrier reserves the right to claim 50% of the transportation price, but not less than 500 EUR. If the damage exceeds the penalty amount, the Client agrees to compensate all the Carrier's incurred losses.

2. GENERAL TERMS FOR EURO PALLET EXCHANGE

2.1. If the transportation service includes the EURO pallet exchange service, the Carrier undertakes to replace empty EURO pallets with the shipper's pre-packaged goods on EURO pallets at the loading site. Upon delivery of the cargo, the consignee shall return the same quantity and the same condition/quality of empty EURO pallets to the Carrier. The parties agree that the Carrier shall provide the EURO pallet exchange service only in cases where the client explicitly specifies the need for such services in the contract and/or order, and the Carrier confirms the order with pallet exchange in writing. The Carrier is obligated to exchange a maximum of 33 EURO pallets at the loading site; any additional quantity may be loaded only after the Carrier's additional written consent, with the costs for exchanging the pallets being borne by the client.

2.2. The Carrier has 33 Class C pallets that meet European Class C standards. If the Client requires higher-class pallets for exchange during loading, this must be agreed upon with the Carrier, and an additional fee must be paid for upgrading the pallet class. If no agreement is reached with the Carrier regarding the pallet class for exchange during loading, it is considered that the Client agrees to the Carrier exchanging Class C pallets during loading, which meet European standards. If the Client demands the exchange of pallets during loading of a higher class than C, an additional fee of 5 EUR/unit must be paid to the Carrier.

2.3. The exact number of EURO pallets to be exchanged must be specified in the transportation order. If the exact quantity is not indicated, EURO pallets will not be exchanged, and the Carrier is released from the exchange obligation. The risk associated with EURO pallet exchange at the unloading site is exclusively transferred to the client.

2.4. The fact of EURO pallet exchange or non-exchange must be documented in the waybills at both the loading and unloading sites or in separate EURO pallet exchange sheets signed by both parties, including the driver and the shipper/consignee. The responsibility for documenting the EURO pallet exchange at the loading site lies with the Shipper, and at the unloading site with the Client (cargo recipient).

2.5. Any EURO pallets not exchanged by the consignee at the unloading site are considered not exchanged, and the Carrier does not return the unexchanged EURO pallets to the client.

2.6. The Carrier must be paid additional compensation for EURO pallet exchange, which cannot be included in the transportation price. Additional compensation for EURO pallet exchange is determined upon the client's request and the Carrier's provided rates for the exchange procedure. If the client does not request this service, the Carrier is not obligated to perform EURO pallet exchanges. If EURO pallets are exchanged without a prior agreement on compensation, the client agrees to pay the Carrier's issued invoice for these services.

2.7. The Client undertakes not to withhold payable amounts to the Carrier based on the Carrier's issued invoices while disputes regarding unreturned EURO pallets and/or the Client's claims are being resolved.

2.8. If the Carrier exchanges pallets at the loading site, but the loading site defects the pallets, the Client is responsible for ensuring that the loading site returns all unacceptable/defected pallets to the Carrier. If the loading site fails to return the pallets to the Carrier, the Client may not issue an invoice for the defective pallet as for an unexchanged pallet but must charge for pallet repair costs instead.

2.9. For orders with pallet exchange, if the Carrier exchanges and proves the exchange at the loading site, for unreturned pallets at the unloading site, an invoice will be issued to the Client as follows: EURO pallets (EUR, EP, UIC) – €20 each. Additionally, a €25 administrative fee will apply for extra costs incurred in re-equipping the truck. By mutual agreement, the invoice may be adjusted according to the rates specified in the client's contract. However, the Client must compensate for losses incurred for unreturned pallets and additional costs.

2.10. If the Client's loading site refuses to exchange pallets and the Client does not resolve the issue after being informed, the order is considered to exclude pallet exchange, and the Carrier assumes no responsibility.

2.11. If an order excludes pallet exchange but pallets are handed over at the unloading site, the Carrier must not accept them. However, if the unloading site insists and the Client does not resolve the issue within 20 minutes of notification, the Carrier is not responsible for these pallets and is not obligated to return them to the Client.

2.12. If the Client's contract requires specific documents to be issued at loading/unloading sites, the Client is responsible for ensuring that these sites issue the required documents. If the sites fail to issue them or issue incorrect documents, and the Carrier informs the Client, the Carrier assumes no responsibility for missing documents and is not liable for any resulting losses.

2.13. Pallet debt administration via balance is not acceptable unless agreed upon in writing by both parties.

3. FINAL PROVISIONS

3.1. The Parties are released from liability for improper performance or non-performance of their obligations under this Agreement if it occurs due to force majeure circumstances, which were unforeseeable and unavoidable at the time of concluding this Agreement (e.g., natural disasters, acts of war, government actions, and similar circumstances).

3.2. In the event of force majeure, the performance of obligations under the Agreement shall be postponed for the duration of such circumstances. The Party unable to fulfill its obligations due to force majeure must notify the other Party within a reasonable time, using all available means, and provide evidence of the circumstances.

3.3. The Client undertakes to settle the invoices issued by the Carrier within the payment term specified in the Agreement. In the event that the Client fails to meet the payment due date, the Carrier shall have the right, without prior notice, to charge the maximum statutory late payment interest for each day of delay and to demand a fixed compensation of 40 EUR for recovery costs for each overdue invoice, pursuant to Directive 2011/7/EU of the European Parliament and of the Council of 16 February 2011 on combating late payment in commercial transactions and the Law of the Republic of Lithuania on the Prevention of Late Payments in Commercial Transactions implementing this Directive. Any unilateral withholding of payments, set-offs, or deductions of amounts due to submitted claims is strictly prohibited, unless the Carrier provides an official written consent to the acknowledgment of a specific claim and the set-off of its amount.

3.4. Carriage of goods and the legal relationship between the Parties are governed by the Convention on the Contract for the International Carriage of Goods by Road (CMR Convention), the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR Convention), the Customs Convention on the International Transport of Goods under Cover of TIR Carnets (TIR Convention), and other international legal acts regulating the international carriage of goods by road. In addition, the national law of the Republic of Lithuania, including but not limited to the Road Transport Code of the Republic of Lithuania and the Civil Code of the Republic of Lithuania, applies to the extent that the international legal acts governing carriage do not regulate the relationship between the Parties and/or specific situations.

3.5. The Customer confirms that they have carefully read and fully understood all of the above terms and conditions of UAB “Baltic Transline,” that they clearly understand them, and agree to comply with them. The Customer also confirms that they have consulted, or had the unrestricted opportunity/right to consult, with legal counsel and/or attorneys regarding any uncertainties about the wording or application of these conditions.

3.6. Any disagreements, claims, or disputes arising from or related to these Conditions, as well as any violations, shall be resolved through negotiations between the Parties. If the Parties fail to reach an agreement, disputes shall be resolved in the courts of the Republic of Lithuania, depending on the amount in dispute, based on the Carrier’s registered office location and under Lithuanian law.

3.7. These general terms and conditions come into force upon the conclusion of a carriage agreement/arrangement for the transport of goods and remain in effect throughout the duration of the transport service agreement with the Customer.