

## **GENERAL TERMS AND CONDITIONS OF FORWARDING SERVICES PROVIDED BY Agrotreidas Logistics, UAB**

### **1. Subject-Matter of the Agreement**

- 1.1. The Client shall order cargo transportation organization (forwarding) services, and the Forwarder undertakes to provide the Client with such services for a fee at the Client's expense.
- 1.2. Specific terms and conditions concerning forwarding of the Client's cargo (the goods, route, rates, etc.) shall be provided for in an order (transportation request) to be signed separately.
- 1.3. The Forwarder: Agrotreidas Logistics, UAB.
- 1.4. The Client: a natural or legal person ordering cargo forwarding and other services to be provided by the Forwarder.

### **2. Rights and Obligations of the Parties**

- 2.1. The Forwarder:
  - 2.1.1. Performs all actions related to the organization of cargo transportation in accordance with the terms and conditions agreed on with the Client in advance in the relevant order, e-mail or using other form of communication (transportation request).
  - 2.1.2. Keeps the Client informed about the movement of the cargo throughout the entire cargo movement route.
  - 2.1.3. Executes the Client's instructions provided for in Clause 2.2.5 below.
  - 2.1.4. Indemnifies the Client for damages in the event of failure to preserve the cargo (loss, shortage, damage) within a period from the collection of the cargo until delivery thereof, if this occurs at the fault of the Forwarder.
  - 2.1.5. Has the Client's cargo insured at the Client's expense, if agreed so with the Client.
  - 2.1.6. Has the right to conclude contracts with third parties for the execution of the present Agreement on behalf of and at the expense of the Client.
  - 2.1.7. The Forwarder has the right not to release the cargo and to withhold cargo documents if the Client is in debt with the Forwarder.
- 2.2. The Client:
  - 2.2.1. Provides the Forwarder with documents and information about the properties of the cargo and the conditions applicable to the transportation thereof, as well as other information necessary for the Forwarder to fulfil its obligations under the Agreement.
  - 2.2.2. Ensures that the cargo is prepared, packed, and secured properly, except for the cases where the said obligation is assigned to the Forwarder in the relevant order. Informs the Forwarder if the equipment provided for transportation is damaged or does not meet any other requirements.
  - 2.2.3. Pays the Forwarder the fee in the amount agreed upon in the order and in accordance with the procedure provided for in the present Terms and Conditions and the order for the transportation of the cargo and the organization of such transportation.
  - 2.2.4. Guarantees and pays additional expenses of the Forwarder incurred in the provision of transportation services (e.g., container cleaning, unscheduled customs inspection, container damage, etc.).
  - 2.2.5. Informs the Forwarder about any special properties of cargo that may cause damage to other cargoes, people or the environment, as well as about perishable cargoes and provides instructions regarding the warehousing, handling, transportation and storage of the latter.
  - 2.2.6. Is responsible for the correctness of the data provided in the cargo documentation.
  - 2.2.7. Pays the Forwarder for the downtime and storage of a container and/or vehicle, if, through no fault of the Forwarder, cargo is not handled, a container is not collected from the carrier by sea or is not returned to the carrier by sea at the time specified by the latter, or a vehicle is not loaded/unloaded in line with the rates applicable by a carrier. The Client hereby confirms that this Clause 2.2.7 is a written agreement with the Forwarder regarding fees for downtime of containers or vehicles, failure to return/pick up containers on time, etc., under the same terms and conditions as those applicable between the Forwarder and the relevant subcontractor of the Forwarder.
  - 2.2.8. Is responsible for, represents and warrants that the cargo is properly prepared for transportation. When loading cargo into a vehicle (a container or motor vehicle, hereinafter referred to as 'the vehicle'), organizes the loading so that the cargo is distributed evenly throughout the vehicle; the weight of the cargo does not exceed the permissible norms for transportation by road and the maximum load carrying capacity of the vehicle; the cargo is secured in the vehicle safely and properly, so that it does not move during transportation by land and sea. The Client shall compensate for fines and other losses incurred due to failure to fulfil properly the requirements set for by this Clause 2.2.8.

### **3. Settlement**

- 3.1. Unless the Parties agree otherwise in the relevant order, the Forwarder shall start the provision of services and execution of the order only after receiving advance payment.

3.2. The Parties hereby agree that the Client shall make payments for the services within the payment term specified in the order based on the invoices issued as of the date of the issuance thereof.

3.3. The Buyer pays for the services by a payment order, transferring the full price of the services to the bank account specified by the Forwarder. The payment date shall be considered the date of receipt of funds to the Forwarder's bank account. The Client shall cover all bank fees when making the relevant payment order. The price of the services on the invoice shall be indicated in the currency in which the Forwarder provided the offer to the Client. If the invoice indicates the price in two currencies, the Client pays the invoice in the currency stated in the payment instruction written on the invoice. If the Client make payment in a currency other than the one indicated in the payment instruction, the Forwarder shall have the right to demand payment of the difference, which results from the fluctuation of the exchange rate, between the exchange rate on the day the invoice was issued and the exchange rate on the day the funds were credited to the Forwarder's bank account, and the Client undertakes to immediately cover such a difference.

3.4. Where a payment is not made within the established payment deferral term, the Client shall pay the Forwarder default interest of 0.1% of the overdue amount for each day of delay until the full and complete repayment and/or recovery of the debt (including forced repayment/recovery).

3.5. Where the Client violates the payment terms, the Forwarder shall have the right not to release to the Client any cargo of the Client being shipped by the Forwarder and to withhold the cargo documentation and/or not to start the provision of services and/or to suspend the provision of services. All and any negative consequences, costs, downtime, delays, claims of cargo owners and/or consignees arising out of or related to untimely settlement, non-provision or suspension of provision of services shall be borne by the Client.

3.6. Where two or more invoices are issued to the Client, failure to pay any of the invoices means that the payment term of all other invoices automatically expires, i.e., the Client is in debt to the Forwarder under all invoices (regardless of what is specified in the relevant invoice or agreed on in the order).

#### **4. Liability**

4.1. In providing forwarding services, the liability of the Forwarder is limited by international treaties and other legal acts of the Republic of Lithuania.

4.2. The Client shall compensate the Forwarder for losses incurred due to inaccuracy or incompleteness of the data specified in the orders.

4.3. The Client shall cover all expenses incurred by the Forwarder in the event of the General Emergency and shall provide such security for possible claims as may be required by the Forwarder or carrier.

4.4. If the Forwarder guarantees the delivery date of the cargo, the liability of the Forwarder in the event of delay shall be limited to the amount of the rates for the services provided by the Forwarder under the relevant order.

4.5. The Terms and Conditions of the Bill of Lading shall apply during the carriage (including the terms and conditions of container line services regarding container downtime, collection (return) terms, etc.). The Client shall be considered to fall under the 'Merchant' definition under the Terms and Conditions of the Bill of Lading.

4.6. The Client shall assume responsibility for the Client's cargo and the related costs incurred after the cargo reaches the port of destination (abandonment of the cargo, inability to collect the cargo, etc.), and all costs related to further transportation or disposal of the cargo shall be borne by the Client.

4.7. If, after the Forwarder and the Client have agreed on the order, the carrier who actually has to transport the cargo changes the planned transportation schedule or route, faces delays in the transportation, does not accept the cargo due to lack of space or other reasons beyond the control of the Forwarder or transports the cargo by another means of transport, the Forwarder shall not be responsible for any additional costs and losses arising out of (related to) the above circumstances (e.g., non-departure of the cargo by the deadline specified in the letter of credit; late arrival of the cargo, etc.).

#### **5. Other Provisions**

5.1. Any disputes regarding the performance of the Agreement shall be resolved by agreement of the Parties and, in the event of failure to reach an agreement, they shall be resolved in accordance with the procedure established by laws in accordance with the law of the Republic of Lithuania, in the courts of Klaipėda city.

5.2. Any correspondence under the Agreement (orders, notifications, sending invoices, etc.) may be carried out via e-mail and such a correspondence shall have full legal force.