

**GENERAL CONDITIONS
FOR
THE CARRIAGE OF GOODS**
(Effective as of 31 July 2024)

1. SUBJECT MATTER

- 1.1. The terms of the framework contract for the carriage of goods shall apply and be interpreted together with the Special Conditions agreed between JCargo UAB and the Carrier.
- 1.2. The subject matter of this Contract shall be the Carriage of Goods as agreed between the Parties in the Special Conditions.

2. DEFINITIONS

- 2.1. **Contract** shall mean a contract for the carriage of goods consisting of (a) the General Conditions and (b) the Special Conditions; together with all their annexes, amendments and supplements, they shall form a single and indivisible document and shall not be applied or interpreted in isolation.
- 2.2. **General Conditions** shall mean the provisions of the Contract that set out the general terms and conditions of the Contract (available to the Carrier at www.jcargo.com or, at the Carrier's request, may be provided separately). In case of any discrepancies between these General Conditions and the Special Conditions, the Special Conditions shall prevail.
- 2.3. **Special Conditions** or **Order** shall mean the provisions of the Contract that set out the special conditions of the Contract.
- 2.4. **Customer** shall mean JCargo UAB, registered office address Jonavos g. 244, LT-44132, Kaunas, Lithuania, tel. +370648899, e-mail info@jcargo.com.
- 2.5. **Consignee** shall mean a natural or legal person/representative named in the order who accepts the goods at the place of delivery.
- 2.6. **Consignor** shall mean a legal or natural person who hands over the goods for carriage at the place of collection.
- 2.7. **Carrier** shall mean a natural or legal person engaged in the commercial carriage of goods which actually carries out all or part of the carriage of the goods.
- 2.8. **Goods** shall mean the Goods which the Carrier undertakes to accept from the Consignor and to deliver to the Consignee as per the Order.
- 2.9. **Bill of Lading** shall mean the Bill of Lading completed by the Consignor or the Carrier (CMR Bill of Lading where the Consignor and the Consignee are located in different countries) under which the Consignor hands over the Goods to the Carrier, the carriage of the Goods is effected and the Goods are handed over to the Consignee.
- 2.10. **Place of Collection** shall mean the place of collection (loading) of the Goods as specified in the Order.
- 2.11. **Place of Delivery** shall mean the place of delivery (unloading) of the Goods as specified in the Order.
- 2.12. **Place of Unloading** shall mean the final destination specified in the Order where the carriage of the Goods is completed, the Goods are unloaded and handed over to the Consignee.
- 2.13. **Party** shall mean either the Customer or the Carrier.
- 2.14. **Parties** shall mean the Customer and the Carrier.
- 2.15. **Carriage Services** or **Services** shall mean the services provided by the Carrier to the Customer following the terms of the Contract for the carriage of the Goods and other services related to the loading, unloading and carriage of the Goods.

- 2.16. **Vehicle** shall mean a Carrier's vehicle suitable for the carriage of the Goods and complying with the terms of the Contract.

3. ORDER PLACEMENT AND CONFIRMATION

- 3.1. The Customer shall place the Order with the Carrier by sending the completed Order form to the Carrier's e-mail address.
- 3.2. Upon receipt of an Order, the Carrier shall, on the same day after the date of receipt of the Order:
- 3.2.1. confirm the Order by replying "*The order is confirmed*" to the e-mail with the Order, provided that the terms of execution of the Order (including the price and the terms of payment) offered by the Customer are acceptable to the Carrier; or
- 3.2.2. inform the Customer by replying to the Customer's e-mail that the conditions offered are unacceptable to the Carrier and that the Order will not be executed. In such a case, the Parties shall agree on terms acceptable to both Parties and the Customer shall place a new Order with the Carrier on the terms agreed by the Parties, subject to confirmation as established by Clause 3.2.1 of these General Conditions; or
- 3.2.3. start executing the Order. In such a case, the Bill of Lading will be deemed to be the document confirming the conclusion of the Contract.
- 3.3. The Contract shall be deemed to have been concluded when the Carrier confirms the Order or commences execution of the Order as provided for in Clause 3.2 of these General Conditions.
- 3.4. The Customer shall have the right to cancel the Order placed with the Carrier until the Carrier has confirmed the Order without any liability and consequences to the Customer.
- 3.5. The Parties shall ensure that Orders are placed and confirmed (i.e. the Contract is concluded) only by representatives of the Parties who have full power, authority and rights to place the Order (i.e. conclude the Contract). The Customer shall have the right to verify the powers of the Carrier's representatives at any time.

4. OBLIGATIONS OF THE PARTIES

4.1. The Carrier shall:

- 4.1.1. provide the Carriage Services on the same terms, conditions and procedures as set out in this Contract;
- 4.1.2. ensure that the Vehicles used for the provision of the Carriage Services are in good working order and suitable for loading, unloading and transporting the Goods. The Carriage of the Goods shall only be carried out with a Vehicle of the type, capacity and technical condition suitable for the Carriage of the Goods. Failure to comply with the obligation(s) set out in this clause shall constitute a material breach of the Contract;
- 4.1.3. immediately, but no later than within 1 (one) hour, notify the Customer of the circumstances preventing the timely performance of the Carriage Services (vehicle breakdown, accident, etc.) and the measures taken to eliminate such circumstances;
- 4.1.4. observe fire safety, hygiene, occupational safety, environmental, sanitation, technical and legal requirements as well as established practice, professional standards for such services and the instructions of the Consignor and the Customer, while guaranteeing the integrity and security of the Goods when providing the Carriage Services;
- 4.1.5. in a proper and timely manner, instruct its employees, or persons appointed/engaged by the Carrier for the Carriage Services under this Contract, on fire safety, hygiene, occupational safety, environmental, personal data protection at work and other matters relating to the performance of this Contract, and ensure that all the terms and conditions agreed between the Parties and the reasonable instructions and

requirements of the Consignor and the Customer (including but not limited to the requirements of the Consignor, the requirements of the Security and Permit System and the Driver's Rules of Conduct, which shall be made available to each driver upon arrival at the Place of Loading/Unloading) are complied with by the employees of the Carrier as well as by the persons appointed/employed by the Carrier for the Carriage Services. Failure to comply with the obligation(s) set out in this clause shall constitute a material breach of the Contract;

- 4.1.6. ensure and guarantee that during the term of the Contract, the Carrier, the Carrier's employees and the persons appointed/employed by the Carrier for the provision of the Carriage Services shall have in their possession (and shall be able to provide, if necessary) all valid documents and instruments necessary for the provision of the Carriage Services in accordance with the requirements of this Contract and the applicable legislation (including, but not limited to, a certificate of compulsory insurance against civil liability in respect of the use of motor vehicles, vehicle registration documents, roadworthiness certificate, certificate of title (if applicable), CMR note forms, documents certifying the driver's professional competence and right to work, load restraining straps and other means of securing the Goods, first aid kits and necessary personal protective equipment (PPE), documents required for the carriage of dangerous goods (ADR goods), if applicable to the particular Carriage of the Goods). Failure to comply with the obligation(s) set out in this clause shall constitute a material breach of the Contract;
- 4.1.7. inspect and assess the Goods and their condition together with the Consignor/Consignee at the time of acceptance/transfer. All condition claims shall be made at the same time. Failure to comply with the obligation(s) set out in this clause shall constitute a material breach of the Contract;
- 4.1.8. provide the Customer with the documents confirming the right to provide the Carriage Services no later than within 1 (one) working day after the Customer's request. In the event of termination or restriction of the Carrier's right to provide the Carriage Services, or the expiry of the Carrier's right to provide the Carriage Services, the Carrier shall immediately inform the Customer thereof;
- 4.1.9. upon the Customer's request, provide the Customer with a report on the Carriage Services provided or other information and documents specified by the Customer at the time and in the manner specified by the Customer;
- 4.1.10. ensure the proper loading of the Vehicles used for the Carriage Services, including the gross weight of the Vehicle, axle loads, height of the Goods, etc.;
- 4.1.11. to submit to the Customer, in due time and following the procedure set out in the Contract, duly issued invoices for the Carriage Services duly rendered following the terms of the Contract;
- 4.1.12. inform the Customer of any deficiencies in the information and/or documents provided by the Customer for the provision of the services provided for in the Order or other circumstances which may prevent the proper provision of the services (enforced stoppages of the vehicle, forced diversion of the vehicle at the request of the border customs authorities, etc.), provided that the deficiencies and circumstances are known at the time of the receipt of the information and documents;
- 4.1.13. at the Customer's request, inform the Customer about the location of the Goods and other circumstances of the execution of the Order;
- 4.1.14. no later than within 1 (one) working day from the date of delivery of the Goods to the Consignee, provide the Customer, by email or other means of communication, with

the CMR consignment note with the Consignee's acknowledgement of receipt or any other document confirming the Carriage of the Goods ordered or a certified copy thereof;

- 4.1.15. fulfil its other obligations under the Contract and law.
- 4.2. The Carrier confirms that the Carrier is aware that the Goods are perishable (unless otherwise expressly stated in the Order), and that compliance with the time limits set out in the Contract and the proper delivery of the undamaged, undisturbed and undamaged Goods to the Customer are essential terms of the Contract.
- 4.3. The Carrier shall, when handing over the Goods to the Consignee, ensure that the Goods are handed over to the right person/the Bill of Lading is signed by authorised persons. If the Customer so requests, the Carrier shall provide supporting documents within the time limit specified by the Customer. Failure to comply with the obligation(s) set out in this clause shall constitute a material breach of the Contract.
- 4.4. The Carrier shall have the right to use third parties for the provision of the Carriage Services only with the prior written consent of the Customer, provided that such third party shall be subject to confidentiality obligations towards the Customer which are at least equal to those of the Carrier. In all cases, the Carrier shall be fully and completely liable for the acts or omissions of such persons and for any loss caused by them. Failure to comply with the obligation(s) set out in this clause shall constitute a material breach of the Contract. The Carrier shall be fined EUR 5,000 for failure to comply with the obligation(s) under this clause. The Carrier shall also indemnify the Customer against any loss suffered by the Customer as a result of these actions.
- 4.5. The Carrier (a third party engaged by the Carrier for the provision of the Carriage Services) shall not, in the absence of the Customer's express written instruction, detain or interrupt the Carriage of the Goods on any grounds whatsoever or unload the Goods at any place other than that agreed following the terms and conditions of the Order. Failure to comply with the obligation(s) set out in this clause shall constitute a material breach of the Contract. The Carrier shall be fined EUR 5,000 for failure to comply with the obligation(s) under this clause. The Carrier shall also indemnify the Customer against any loss suffered by the Customer as a result of these actions.
- 4.6. **The Customer shall:**
- 4.6.1. ensure that the Carrier receives/delivers the Goods specified in the Order;
- 4.6.2. cooperate with the Carrier in the execution of the Order;
- 4.6.3. pay the Carrier the price following the terms of the Contract for the Carriage Services duly rendered on time and following the terms of the Contract.

5. PRICE, PAYMENT AND TIME LIMITS

- 5.1. The price for each Order shall be agreed between the Parties at the time of confirmation of the relevant Order. The price of the Order shall be a specified and final amount of money agreed by the Parties, which the Customer shall pay to the Carrier following the terms of the Contract for the provision of the Carriage Services in a proper and timely manner as specified in the Contract.
- 5.2. The Parties agree that the price of the Order shall include all expenses (including but not limited to the driver's salary, fuel and costs associated with the preparation of customs brokerage documents, parking and other costs associated with the carriage).
- 5.3. The invoice for the services rendered shall be sent to the Customer by e-mail at cmr@jcargo.com no later than 2 (two) working days from the date of execution of the Order.

- 5.4. All payments between the Carrier and the Customer shall be made by bank transfer to the Carrier's account specified in the Order within 45 calendar days from the date of receipt of all the original documents, unless otherwise specified in the Order.
- 5.5. If the Customer fails to pay the Carrier in the manner provided for in the Contract, the Customer shall be liable to pay to the Carrier a default interest of 0.02% of the outstanding amount for each day of delay in payment.
- 5.6. In the event that the Carrier fails to perform or improperly performs its obligations under the Contract, the Customer shall have the right to withhold payment of the price of the Order (or part thereof) under the Contract or any other contracts entered into by the Carrier with the Customer, without any liability and consequence to the Customer.
- 5.7. The Customer shall be entitled to deduct from the price of the Order liquidated damages payable under the Contract or any other contract entered by the Carrier with the Customer, if the Carrier fails to perform or improperly performs its obligations under the Contract.

6. LIABILITY

- 6.1. The Carrier shall indemnify the Customer within the time specified by the Customer against all losses (including but not limited to fines imposed on the Customer and costs incurred by the Customer) resulting from the improper performance or non-performance of the Carrier's obligations under the Contract. The Customer shall have the right to suspend the performance of its obligations under the Contract or any other contracts entered into by the Carrier with the Customer, without any liability and without any consequences to Customer, if the Carrier fails to perform or improperly performs its obligations under the Contract.
- 6.2. **The Carrier shall be liable for:**
 - 6.2.1. cancellation or non-fulfilment of the Order. In this case, the Carrier shall pay a fine of EUR 350 plus the resulting damages not covered by the fine;
 - 6.2.2. non-compliance with the Conditions for the Carriage of Goods. The Carrier shall pay a fine of EUR 200 plus the resulting damages not covered by the fine;
 - 6.2.3. any delay in arriving at the Place of Collection. The Carrier shall pay a fine of EUR 50 for each hour of delay in arriving at the Place of Collection plus the resulting damages not covered by the fine. If the delay lasts one or more days, the Carrier shall pay a fine of EUR 400 for each day of delay in arriving at the Place of Collection plus the resulting damages not covered by the fine;
 - 6.2.4. any delay in arriving at the Place of Unloading. For each hour of delay in arriving at the Place of Unloading, the Carrier shall pay a fine of X% of the Order Price plus the resulting damages not covered by the fine.
- 6.3. The Carrier shall be liable for and shall indemnify the Customer against any loss suffered by the Customer if the Goods are damaged or lost during the Carrier's performance of services under the Contract.
- 6.4. The Carrier shall not directly communicate or otherwise attempt to communicate with the Customer's client regarding the execution of the Order. Failure to comply with the obligation(s) set out in this clause shall constitute a material breach of the Contract. The Carrier shall pay the Customer a fine of EUR 10,000 for breach of the obligation(s) under this clause.
- 6.5. The Customer shall be liable and shall indemnify the Carrier only for direct and documented damages resulting from the Customer's intent or gross negligence. The liability of the Customer shall in any event be limited to the price of the Order.
- 6.6. Either Party shall be released from liability for the non-performance of the Contract if it can prove that such non-performance is due to the circumstances which the Party could neither

control nor reasonably foresee at the time of conclusion of the Contract and prevent the occurrence of the said circumstances or the consequences thereof. *Force majeure* shall be understood as defined by the legislation of the Republic of Lithuania. *Force majeure* shall not mean that the Party does not have the necessary financial resources.

- 6.7. The liquidated damages specified in the Contract shall be deemed to be liquidated damages which have been agreed in advance between the Parties and which are unavoidable and minimal and do not need to be proved.
- 6.8. All payments (including fines) shall be due and payable by the Carrier within 30 calendar days from the Customer's request.

7. EFFECT, AMENDMENT AND TERMINATION OF THE CONTRACT

- 7.1. The General Conditions may be amended unilaterally by the Customer. All versions of the General Conditions shall be available at www.jcargo.com or may be made available separately at the Carrier's request. The parties shall be bound by the version of the General Conditions in force at the time of confirmation of the Order.
- 7.2. The Special Conditions may only be amended or supplemented by mutual written agreement of the Parties.
- 7.3. The Contract shall enter into force from the moment of its conclusion (Clause 3.3 of the General Conditions) and shall remain in force until the full and proper performance of the Parties' obligations under the Contract or until the Contract is terminated.
- 7.4. The Contract may be terminated:
 - 7.4.1. by mutual written agreement of the Parties;
 - 7.4.2. at the Customer's initiative with immediate effect in the event of a material breach of the Contract by the Carrier by giving the Carrier one (1) day's notice;
 - 7.4.3. at the Customer's initiative with immediate effect by giving the Carrier 1 (one) day's written notice, if:
 - i. the Carrier fails to perform or improperly performs its obligations under the Contract and fails to remedy such failure within the period specified by the Customer,
 - ii. the Carrier is insolvent to the Customer's knowledge,
 - iii. the Carrier applies to the court for bankruptcy or restructuring proceedings,
 - iv. the Carrier is subject to bankruptcy or restructuring proceedings,
 - v. in other cases and in the manner provided for in the Contract;
 - 7.4.4. at the initiative of one of the Parties by giving a 60 (sixty) calendar days' notice to the other Party. However, the Carrier shall not be entitled to unilaterally terminate this Contract if any Order confirmed by the Customer is in force or if the Carrier has not completed (fulfilled) its obligations under the relevant Order approved by the Customer.

8. PROCESSING OF PERSONAL DATA

- 8.1. The Parties confirm that they will process the personal data of each other's representatives, contact persons and other employees as independent data controllers in the performance of this Contract. The Parties undertake to provide to their representatives, contact persons and other employees identified in this Contract, whose personal data will be disclosed or otherwise transferred to the other Party in the performance of this Contract, the information required by Articles 13 and 14 of the EU General Data Protection Regulation 2016/679 concerning the transfer of their personal data to the other Party and the processing of their personal data in connection with such transfer.

- 8.2. The information referred to in the preceding clause of the Contract shall include the identity of the Parties, the purpose of the data transfer (performance of this Contract) and the grounds for it (legitimate interest and, where applicable, compliance with legal obligations), the granting of access to the data to IT and server providers and other service providers, the data subject's rights (the right to access their data, the right to request the rectification of the personal data; the right to request the destruction of their personal data or the suspension of the processing of their personal data (with the exception of storage); the right to request the restriction of the processing of their personal data; the right to data portability; the right to lodge a complaint with the State Data Protection Inspectorate), the term of storage of the data (10 years from the expiry of the Contract), and the consequences of the non-provision of the data, i.e. the inability to fulfil contractual obligations.
- 8.3. The signatories to the Contract acknowledge that they are aware of the information on the processing of their personal data set out in the preceding clause of the Contract.
- 8.4. The Parties shall provide each other with proof of compliance with the information obligation, if so requested.

9. MISCELLANEOUS

- 9.1. The Parties shall keep the terms of the Order and all other information received from the other Party in writing, orally or otherwise in connection with the Order in strict confidence and shall not disclose such information to any other person, except as may be required by law or regulations, or by any regulatory authority in accordance with the rules of that authority, strictly construed and unless expressly provided in the Order. The Customer shall have the right to disclose confidential information to persons connected with the Carrier and to its legal and financial advisors, customers, the Consignee and the Consignor. The Parties may sign a separate contract or agreement setting out the rights, obligations and responsibilities of the Parties concerning confidential information. In the event that the Parties accept (have accepted) obligations in respect of confidential information which do not comply with the provisions set out in this clause, the Parties shall be bound by the obligations (parts thereof) which provide for stricter protection of the confidential information, more stringent penalties and/or a wider range of confidential information.
- 9.2. Either Party shall notify the other Party immediately of any change in their details (name, registered office and/or business address, account details, etc.), as well as of any other circumstances (insolvency, bankruptcy proceedings, decision to liquidate the company, seizure of the company's account, etc.) affecting the proper performance of the Contract, by means of a written notification signed by the Party's managing director or other authorised person, and, at the Customer's request, by a confirmation of the person responsible for the performance of the Contract.
- 9.3. The Parties agree that any dispute, controversy or claim arising out of the Contract, its breach, termination or validity shall be settled by mutual negotiation. In the event that the Parties are unable to resolve a dispute by negotiation, any dispute or claim arising out of or in connection with this Contract shall be settled in the jurisdiction of the Customer.