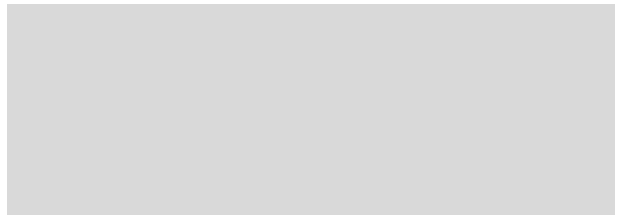




# **Terms & Conditions GPA LOGISTIKA (for Clients/Customers/Merchants)**

Version as of 1 2023-09-01



## **Article 1. Definitions**

- (a) Carrier: GPA LOGISTIKA UAB and any other legal entity belonging to the GPA LOGISTIKA Group that has the carriage of Goods as activity, acting as a Carrier stricto sensu, Carrier Agent or Forwarding Agent.
- (b) Carrier agent: GPA LOGISTIKA UAB, and any other legal entity belonging to the GPA LOGISTIKA group that has the carriage of Goods as activity
- (c) CIM Convention: International Convention concerning the carriage of Goods by rail of 7 February 1970, Belgian Official Gazette (Belgisch Staatsblad/Moniteur Belge) of 7 September 1983.
- (d) GPA LOGISTIKA Group: GPA LOGISTIKA UAB and/or its subsidiaries and/or related companies.
- (e) CMNI Convention: Budapest Convention on the Contract for the Carriage of Goods by Inland Waterway.
- (f) CMR Convention: Convention on the Contract for the International Carriage of Goods by Road of 19 May 1956.
- (g) Consignee: the party listed as such on the Shipping Document.
- (h) Consignor: the party listed as such on the Shipping Document.
- (i) Contract of Carriage: any kind of agreement subjected to these Terms and Conditions, concluded between the Carrier and the Customer or the booking by the Customer, subjected to these Terms and Conditions, that was accepted by the Carrier for the purpose of Goods transport organised by the Carrier.
- (j) Customer: shall include the Shipper, owner, Consignor, Consignee and their agents, subcontractors or any other person or entity and their agents, having an interest in the Goods in respect of which the Services are carried out or provided by the Carrier.
- (k) Dangerous Goods: means any hazardous, noxious, dangerous, radioactive or polluting goods, designated as “dangerous” by the rules of the International Maritime Organisation (IMO).
- (l) Data Protection Legislation: means GDPR and/or applicable (national) legislation in relation to Personal Data.
- (m) Forwarding agent: every legal entity belonging to the GPA LOGISTIKA group that has the organisation of carriage of Goods as activity and/or falls under the legal definition of forwarding agent
- (n) Forwarding agreement: The agreement between the Forwarding Agent and the Customer as accepted by the Forwarding Agent and including the carriage of Goods organised by the Forwarding Agent.
- (o) GDPR: means the General Data Protection Regulation: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- (p) Goods: includes all cargo, its packing and/or Transport Unit entrusted by the Customer to the Carrier under the Contract of Carriage.
- (q) Hague-Visby Rules: means the International Convention for the Unification of Certain Rules relating to Bills of Lading, signed in Brussels on 25th August 1924, as amended by the Protocol signed in Brussels on 23rd February 1968.
- (r) Personal Data: means any information relating to an identified or identifiable natural person (“Data Subject”).
- (s) Published Tariffs: All rates, tariffs, charges and surcharges referred to in these Terms & Conditions and published on the Carrier’s website [www.gpalog.com](http://www.gpalog.com) such as but not limited to, waiting hours, storage costs, demurrage costs, mileage rates.
- (t) Services: All services provided by the Carrier to the Customer, including those services which are not explicitly mentioned in the Contract of Carriage.
- (u) Shipper: Each and every person or legal entity who makes the Goods available for carriage to the Carrier.
- (v) Shipping Document: the CMR shipping document, sea waybill, consignment note, or any other shipping document serving a similar purpose.
- (w) Terms and Conditions: the terms and conditions applicable to the Services as defined in this document
- (x) Transport Unit: Any type of transport unit used by the Carrier to carry the Goods during the carriage, such as but not limited to containers, trailers, reefers, chassis...

## **Article 2. Application**

- (a) These Terms and Conditions apply to the transport of Goods organised by the Carrier.

(b) The Customer guarantees that they are either the owner of the Goods or authorised to act as agent/authorised representative of the owner. The Customer accepts these General Terms and Conditions on their own behalf and if Customer acts as agent/authorised representative on behalf of the owner, they accept the said Terms and Conditions in their capacity as agent/authorised representative and on behalf of the owner.

(c) Every booking in itself shall constitute proof of the unconditional acceptance by the Customer of these Terms and Conditions, whereby the Customer explicitly waives their own terms and conditions.

(d) These Terms and Conditions shall also apply to quotations drawn up by Carrier or by the agents/mandatories thereof who act in its name and/or on its behalf.

(e) The Customer's terms and conditions are hereby expressly considered excluded and not applicable. Any such Customer terms and conditions, as well as any different provisions than the present Terms and Conditions, will only apply if, for each individual case, the Carrier has expressly accepted them in writing.

(f) Even if subcontractors draw up their own Shipping Documents, which may contain deviating terms and conditions, Carrier's Terms and Conditions shall have precedence.

(g) The Carrier may, at any time, and at its sole discretion, modify these Terms and Conditions, with or without notice to the Customer. Any such modification will be effective immediately upon publication on the Carrier's website. The Customer's continued use of the Services following any such modification constitutes the Customer's acceptance of such modified Terms and Conditions.

(h) The Contract of Carriage between Carrier and Customer shall be governed by:

-for carriage by road: the provisions of the CMR Convention;

-for carriage by sea: the provisions of the Hague-Visby Rules;

-for carriage by rail: the provisions of the CIM Convention;

-for carriage by inland waterways: the provisions of the CMNI Convention;

-for multimodal and intermodal; transport: the laws/convention applicable to the relevant segment of transport.

-Terms and Conditions set out herein and by any other compulsory regulations, laws and/or conventions.

### **Article 3. Carriage**

(a) The Carrier has the right to provide the Services itself within the scope of the Contract of Carriage or to have the Services provided entirely or partially by a subcontractor under the Terms and Conditions prescribed by the Carrier.

(b) The Customer shall fulfil all information obligations under the Contract via the required order process and agrees that manual, e-mail or verbal transmission of such information (e.g. via customer service) shall neither be binding on the Carrier nor valid for purposes of this section.

(c) When the Carrier acts as Forwarding Agent, the Carrier shall have the right, and Customer gives express consent thereto, to enter into all necessary contracts and commitments in Carrier's name but for the account of the Customer, that are needed in order to comply with all of Customer's instructions.

(d) The Carrier has complete freedom regarding the choice of means, route and procedure it wishes to use for the performance of Services provided within the scope of the Contract of Carriage.

(e) The Carrier shall not accept any live stock, toxic, explosive, inflammable, unlawful or other such Goods and no Goods that require special treatment with regard to transport, handling, safety regulations.

(f) The Carrier shall not be liable for above-mentioned Goods which, nevertheless turn out to be part of the transported Goods.

(g) It shall be the Carrier's sole discretion whether or not to accept certain categories of Goods which may be, or become, subject to import/export restrictions or prohibitions, including (without limitation) Dangerous Goods, waste, dual-use goods. The Carrier may, as a condition for acceptance of such Goods,

(i) demand additional information to be provided by the Customer at booking stage (ii) impose additional terms, conditions or measures; (iii) refuse or reject such Goods where such Goods become subject to such import/export restrictions or prohibitions or where the Customer fails to fulfil its obligations under (i) and (ii).

(h) The Customer must provide the Carrier with a correct Dangerous Goods declaration and all information required as to the necessary precautions to be taken in respect of Dangerous Goods and must affix to the relevant Transport Unit all necessary notices to comply with the applicable regulations and legislation in order to indicate that the Goods are Dangerous Goods.

- (i) Unless otherwise expressly agreed beforehand in writing, Carrier shall not be obliged to guard the Goods or have them guarded, nor to have the Goods insured, regardless of where they are located and even if the Goods are in the open air.
- (j) The Customer undertakes to provide Carrier with all information that is necessary for the performance of the Contract of Carriage according to the applicable laws and regulations, at the booking confirmation at the latest.
- (k) The Carrier shall be entitled to rely on the information provided by the Customer and shall not be expected to examine the accuracy of the information provided by the Customer, nor the authenticity or regularity of the documents provided by the Customer; they are accepted in good faith.
- (l) The Customer shall be responsible for of the documents required for guaranteeing the performance of the Contract of Carriage.
- (m) The Customer shall be responsible for making the Goods available at the agreed location and at the agreed time.
- (n) If on the basis of a Contract of Carriage, Shipping Document or any other relevant document, a confirmation of receipt is required with delivery of the Goods to the Customer or to Consignee. The lack of such a confirmation of receipt shall not involve the liability of Carrier nor shall it lead to the parties concerned being released from their obligations under the Contract of Carriage.

#### **Article 4. Preparation of the Shipping Document**

- (a) The designation on the Shipping Document of the identity of Customer, Shipper and Consignee shall provide prima facie proof between parties.
- (b) If the Customer is not present when the Shipping Document is drawn up, then it shall be signed in the designated box by the Shipper, quay staff or forwarding agent, who shall be deemed as acting as mandatory of Customer and if necessary, shall stand surety for acceptance by the latter of the terms and conditions of this Shipping Document.
- (c) If the Consignee is not present at the unloading location, then the Shipping Document can be signed in the designated box on the front page by others including stevedores, cargo handlers or quay personnel, who shall then be deemed as acting as mandatory of the Consignee and, if necessary, shall stand surety for acceptance by the latter of the terms and conditions of this Shipping Document.
- (d) If it concerns a different Shipping Document than the CMR waybill, then the person who signs the Shipping Document at receipt of the Goods or at delivery of the Goods, shall be deemed as acting as mandatory of Customer or Consignee and, if necessary, shall stand surety for acceptance by the latter of the terms and conditions of this Shipping Document.
- (e) The weight indicated by Customer shall not be acknowledged by Carrier and provides no proof against him unless the verification provided for in Article 8 § 3 of the CMR Convention, Art. 21 CIM Convention, or a similar provision from applicable regulations, has taken place and is duly noted in the Shipping Document. Consequently the Carrier shall not be held responsible for any kind of overload in general or per axle. The Customer shall bear all costs and damages caused by such overload.
- (f) The Customer is required to comply with the International Convention for the Safety of Life at Sea (SOLAS). It shall be the Customer's responsibility to verify for the gross mass of a container (VGM), and provide such accurate information to the Carrier, the Customer shall bear all costs and damages caused by inaccurate, incomplete or missing VGM.
- (g) Transport Units delivered loaded to the Carrier, as well as the Goods packed in boxes, bales, barrels or opaque packaging, shall be accepted without examination of their contents or their condition; in these cases, the proviso "said to contain" shall apply ipso jure.

#### **Article 5. Loading - Unloading – Storage**

- (a) Parties explicitly agree that: - Loading operations are performed by the Shipper; - Unloading operations are performed by the Consignee.
- (b) Whoever is responsible for the aforementioned operations is liable for his/her own actions, instructions and/or information as well as for those of individuals who assist or replace him/her in the performance thereof and who therefore act on his/her behalf.
- (c) If the Shipper or Consignee has asked the Carrier to carry out loading and unloading activities, then the Carrier shall carry out these activities exclusively under the supervision and monitoring of the Shipper or

Consignee. The Carrier shall assume no liability whatsoever for damage to Goods caused by loading and/or unloading.

(d) The arrival times at the loading/unloading location as indicated by the Carrier are only estimates for information purposes without any liability for the Carrier whatsoever.

#### **Article 6. Instructions and declarations**

(a) The Carrier's employees shall not accept any instruction or declaration that binds the Carrier beyond the limits provided for with regard to: - the value of the Goods that must serve as reference in the event of full or partial loss or damage; - the delivery dates ; - the cash on delivery instructions; - a special value or a special interest at delivery; as specified in the applicable regulations and conventions.

(b) The Carrier's employees are not mandated to accept instructions or declarations that bind the Carrier with regard to hazardous Goods (ADR) or Goods that are the subject to a special regulation.

#### **Article 7. Storage**

(a) Every transaction within the scope of this Contract of Carriage and all storage, before, during and after the execution of the said Contract of Carriage shall be subject to these Terms and Conditions, unless otherwise agreed in writing.

(b) If the Customer and/or Consignee neglect to take reception of the Goods at the agreed delivery location and/or time and delivery as defined in section 5 of these Terms & Conditions isn't possible, the Carrier shall have the right to store the Goods, in the open air or not, at the place it chooses and at risk of Customer and/or Consignee. In no case can the Carrier be held liable for any damage/loss caused during such period of storage, unless the damage is caused by fault of the Carrier. In such case the liability of the Carrier is limited to 8,33 SDR per kilo (gross). The costs incurred by such storage shall be considered as part of the carriage charges and must be paid by the Customer.

(c) The Carrier has the right to sell or dispose of the Goods which are not accepted at the Customer's expense:

-28 calendar days following a written notification to the Customer, or to the person/legal person who/that has an interest in the Goods if the Customer cannot be located;

-3 calendar days after written notification if it concerns perishable or damaged Goods or Goods that are in such a condition that it can be reasonably assumed that they can cause damage or loss to the Carrier.

#### **Article 8. Traffic with non-EU countries**

The provisions under this heading form an integral part of these Terms and Conditions. The said provisions have been so organised for convenience only, and are understood, interpreted and applied in connection with the entirety of the Terms and Conditions and in the context of the entirety of the scope of the Contract of Carriage.

##### **8.1. Definitions**

In addition to the definitions set out in Article 1:

(a) "Customs Documents" means, amongst others, the documents and/or data and/or information necessary or required by relevant customs authorities in the relevant jurisdiction(s) under applicable relevant legislation, rules and procedures for the fulfilment of Customs Procedures in respect of the import, export or transit of the Goods forming the subject-matter of the Contract of Carriage with the Customer, such as (but without limitation or exclusion) either, all, or any combination of the following (depending on the specific circumstances):

-Export declaration, generally citing a MRN reference number

-Transit (T1) declaration, generally citing a MRN reference number

-Union (EU) (T2, T2L, T2FL) or UK status document

-Import declaration, generally citing a MRN reference number

-ATA Carnet

-TIR Carnet

-CMR

-CIM Consignment Note

-Bill of Lading and / or Waybill

-Commercial invoices and packing lists

-Origin certificates (e.g. EUR.1, Form A, A.TR)

-Any other document that is used for transport and / or importing or exporting the shipment

(b) "Customs Procedures" refers to, amongst others, the processing, warehousing, storage, release, clearance, payment of customs duties/excise/tariffs, inspection, certification, processing of Customs Documents, the customs status of the Goods and / or the customs (suspension) procedure imposed or required by relevant customs authorities in the relevant jurisdictions, in relation to the import, export or transit of the Goods forming the subject-matter of the Contracts of Carriage, such as (but without limitation or exclusion) either, all or any combination of the following (depending on the specific circumstances):

-Union (EU) status Goods (either by origin or their release into free circulation in the EU)

-UK status Goods (either by origin or their release into free circulation in the UK)

-non-Union (Non-EU) status Goods (Goods from outside the EU that have not been cleared for free circulation in the EU)

-External Transit Procedure (T1)

-Internal Transit procedure (T2, T2L, T2LF)

-Customs Warehousing

-Export (EU / UK status Goods)

-Re-export (non-EU / non-UK status Goods)

-Temporary Storage

### 8.2. Carrier's limited task

(a) Except for those limited customs-related tasks, Customs Documents, Customs Procedures and obligations the Carrier may be bound to perform by applicable law, the Carrier shall not undertake any such customs-related tasks, Customs Documents, Customs Procedures.

Neither shall the Carrier organise or be responsible for the organisation and/or payment of customs' formalities, logistics, organisation or processes. Limited tasks which the Carrier may be required to perform may include: notification to customs authorities of arrival of Goods, confirmation of loading and/or exit, handling and sharing of messages from and to relevant (customs and/or port) authorities, Entry Summary Declaration and Summary Declarations for Temporary Storage and/or Storage in Bonded Warehouse, relevant messages to relevant customs and/or port authorities, unless the Carrier is legally bound to undertake such tasks. In any event, the costs related to these tasks shall in all cases be borne by the Customer.

### 8.3. Inspection of Goods - Moving of Goods

(a) The Customer understands and accepts that Goods may be subject to inspections, checks and controls, Customs Procedures imposed/required by relevant authorities at any time during which the Goods are in the custody of the Carrier. The Customer understands and acknowledges that where so instructed by the relevant authorities, the Carrier may (amongst other things) break seals, open, unpack, move and allow access to the Goods.

(b) The Customer understands and accepts that the relevant authorities may order or direct that the Goods are moved to another location for inspection, controls or Customs Procedures. In such cases, it is the Customer who shall be responsible for the cost and timely organisation of haulage to such other location. Where the Customer does not timely organise such haulage, the Carrier may itself organise for such haulage - and the Customer's authority to the Carrier is hereby granted - for the collection and transport of the Goods to any instructed point of inspection, control or Customs Procedures; all of which shall be at the sole risk and cost of the Customer.

(c) The Customer understands and accepts that the Carrier may also be instructed to change the customs regime of the Goods from temporary storage to bonded warehousing or any other relevant Customs Procedure and/or to store the Goods, and hereby authorises and mandates the Carrier to act (or have performed) on behalf of the Customer, and accepts the applicable charges in preparing and submitting any and all customs declarations as may be necessary.

(d) All and any such measures above, as undertaken by the Carrier in complying with instructions of the authorities, shall be at the sole risk and cost of the Customer. The Carrier shall in no event be liable for the condition of Goods following such inspection or intervention by the authorities. Without prejudice to the generality of the indemnity provisions set out in these Terms and Conditions, the Customer shall at first written request indemnify and hold the Carrier harmless from and against any and all charges, fines, claims,

damages, liability imposed against, and all costs incurred by the Carrier arising from such inspection or intervention.

#### 8.4. Customs duties, tariffs

(a) The Customer alone (and not the Carrier) shall be liable for any duty, tax, impost, fine settlement or outlay and all associated costs or damages of whatsoever nature claimed or imposed by any relevant authority for, or in connection with, the Goods and the connected Customs Procedures and Customs Documents. Therefore, it shall be the Customer who shall be liable and responsible for any payment, settlement of fines, expense, damage or loss incurred or sustained by the Carrier in connection therewith.

(b) The Customer is well aware of the fact that the Carrier might be summoned by the relevant authorities to pay taxes such as import duties, excises, specific excises, or fine settlements and all additional costs and charges that might be caused as a result (direct or indirect) of the Customer's non-compliance with Customs Procedures, Customs Documents, import/export formalities, mistaken or incomplete information provided to the relevant authorities, mistaken, incomplete, incorrect or false customs or import/export declarations, abandonment, damage, loss (including due to crime) or destruction of the Goods. Without prejudice to the generality of the indemnity provisions set out in Article 10 (o), the Customer shall pay upon the Carrier's first written request all losses, damages and amounts, principal sum, interests and costs which the authorities require or sanction against the Carrier to pay and to compensate the Carrier for any resulting (direct or indirect) damage, cost or delay incurred.

(c) Where the Customer does not pay any relevant authority or the Carrier on first written request, the Carrier shall have the right without any notice and without any responsibility or liability (i.e. and at the sole risk and cost of the Customer): (i) to have the Goods moved to another location or carried back to their terminal of departure or to another GPA LOGISTIKA Group terminal; (ii) to sell or otherwise dispose of the Goods in order to recover all costs, damage, loss and delays so incurred, and/or (iii) to exercise the lien set out these in Terms and Conditions.

#### 8.5. Customer's warranties

(a) The Customer warrants the accuracy, sufficiency and completeness of all Customs Documents, Customs Procedures, data, documents and information furnished to the Carrier and/or to the relevant authorities by or on behalf of the Customer.

(b) The Customer understands and acknowledges that the Carrier shall discharge its obligations, act upon and rely only on the basis of the documents and information provided by the Customer and that the Carrier shall not have the duty to inquire or investigate into the accuracy, sufficiency or completeness of any such documents or information. The Customer shall immediately inform the Carrier of any errors, discrepancies, incorrect statements, omissions in any Customs Documents, documents and information submitted to the Carrier and/or to the relevant authorities, including any and all supporting documentation as evidence.

(c) Where information, Customs Documents, data or required submissions or declarations are furnished to the relevant authorities and/or to the Carrier by a third party and/or via a service provider or platform that is/are contracted or mandated or otherwise utilised or relied upon by the Customer in discharging its Customs Documents and Customs Procedures obligations, the Customer:

(i) Shall remain at all times fully and directly responsible and answerable to the Carrier for the acts and/or omissions of such third party and/or service provider or platform as though such acts and/or omissions were those of the Customer itself;

(ii) Warrants that any information submitted on the Customer's behalf is and remains at all relevant times fully accurate and complete.

The Customer shall, in general, provide the Carrier with any and all information relevant to any Customs Documents and/or Customs Procedures, as (and in the manner) stipulated by the Carrier and/or by relevant law and national requirements, and as (and in the manner) stipulated by the Carrier for the Carrier's own processes as may be agreed with the relevant authorities periodically and/or as required for process improvements. Under no circumstances shall the Carrier be responsible or liable for the (direct or indirect) consequences vis-à-vis (i) relevant authorities and/or (ii) third parties where the Customer fails to provide, or fails to provide in time, information, Customs Documents, data or required submissions or declarations, or where such information or documentation so provided is insufficient, inaccurate, erroneous or fraudulent.

(d) The provision under (a) amongst other things relates to information that is or needs to be provided to any relevant authority, whether by the Customer or by the Company. The Customer shall provide, enter, complete, submit and transmit to any relevant authority, and within time-limits in force, all and any relevant

and/or required Customs Documents, information, data, instructions, transactional documents for purposes of any Customs Procedure, phytosanitary and/or veterinary processes, or for other purpose whatsoever as may be required for import/export clearance, and within the time period necessary so as to permit the Carrier to perform the Carriage of Goods without delay, hindrance, liability or additional cost. In addition, the Customer shall clearly and timely inform the Carrier that such obligation has been duly discharged and fulfilled.

(e) The Customer alone shall be responsible for, and do its utmost to organise and fulfil, at its sole cost, all and any necessary Customs Procedures, Customs Documents, customs (export, import, transit) formalities, processes, or, generally, any other task or measure that is required in fulfilment of all legislation applicable to the export or import of the Goods.

(f) The Customer alone shall be responsible for the payment of any customs duties, levies, VAT or other taxes, costs, all of which related to the import and export of the Goods or any Customs Procedure.

#### 8.6. Specific information to be provided by Customer

(a) At the time of conclusion of the Contract of Carriage and at latest before pick up of the Goods at the loading place of departure, the Customer shall describe, define, provide and submit to the Carrier independent of the applicable INCOTERM:

(i) Port of entry, Port of exit, document type related to the export, re-export, outward processing relief, T1/T2, storage handling or any other Customs Documents type; and

(ii) Per consignment:

- Consignee: the party responsible for the declaration of this consignment: Name, Address, City + post, Country, EORI number

- Consignor: The responsible customs party, same data as consignee + EORI number

- Notify (Optional): The customs party that can be notified upon arrival, same data as consignee, e-mail address

- Document Number: The customs document number (MRN), Document valid till (time) for specific documents, Document valid to (place) for specific documents (iii) Per consignment item:

- Shipping marks: marks and numbers of the Goods, Number of packages

- Commodity code: HS-code / CN-code

- Description: Gross weight in kilograms, net weight in kilograms

(iv) All veterinary, sanitary, phytosanitary, human consumption, animal consumption information regarding the Goods as may be required to fulfil requirements at the port of loading and at the port of arrival.

(b) Before the Goods leave the terminal at the port of arrival, the Customer shall provide the following information to the Carrier independent of the applicable INCOTERM:

(i) MRN and document type related to the import, re-import,, T1/T2 or any other customs document type.

(ii) All and any related information, documents, confirmation and inspection requirements in case of Veterinary, Sanitary, Phytosanitary, Human Consumption, Animal Consumption Goods as may be required to fulfil requirements at the port of loading and at the port of arrival.

(c) The above information is required and relied on by the Carrier in order for the Carrier to discharge its legal obligation, in respect of imports/exports between certain jurisdictions, to submit an Entry Safety and Security Declaration for Goods that are unaccompanied. Such obligation shall be performed by the Carrier as and when required of the Carrier by applicable law, and the Customer hereby expressly appoints the Carrier to perform this obligation on the Customer's behalf.

(d) Any form of "customs simplification" procedure shall not be automatically available to the Customer.

#### **Article 9. Vehicle Standstill; Surcharges**

(a) Customer is entitled to three (3) hours of loading time, three (3) hours of unloading time free of charge. For the additional time exceeding the free of charge hours, the Customer shall be charged an hourly fee.

(b) Additional stops, including for but not limited to the execution of Customs Procedures, shall entitle the Carrier to an additional compensation per stop and a compensation per additional km or mile, excluding overnight stay.

(c) As from the second calendar day of immobilisation of a Transport Unit at the Customer's premises, or at a third-party location agreed to by the Customer and Carrier, a daily rate per calendar day, will be charged



for immobilisation. Charges for additional pick-up or drop off and additional km's or mileage shall be borne by the Customer .

(d) Unusual waiting times due to causes that include industrial actions or due to absence, incompleteness or inaccuracy of the Shipping Document or any sort of document such as TIR carnets, T-documents, health certificates etc. shall give entitlement to a surcharge.

(e) The Customer is responsible to assure that all Customs Procedures for transports from and to non-EU countries are handled in line with article 8 of these Terms & Conditions in order to assure that the Goods can enter any terminal smoothly. Non-compliance will lead to additional storage, immobilisation fees and waiting hours, that will be charged to the Customer.

### **Article 10. Liability**

a) The Carrier is only liable for the damage/loss that is the direct consequence of a specific error proven to be the Carrier's fault or wilful misconduct. However such liability shall never exceed 8,33 SDR per kilo (gross) damaged or lost Goods or in all other cases shall never exceed the carriage charges of the respective transport.

(b) If the Carrier acts in the capacity of a Forwarding Agent, they are only bound by an obligation of means.

(d) The liability of the Carrier is governed in accordance with the provisions of the CMR Convention, the Hague-Visby Rules, the CIM Convention or the CMNI Convention depending on what is applicable.

(e) The Carrier is not liable for damage, delay or loss caused by force majeure or customs checks, customs formalities, or any other reason beyond the Carrier's control.

(f) Included in the definition of force majeure are: fire, hail, snow, floods, gales, stormy weather, industrial or other dust particles, air pollution, exhaust fumes, normal wear and tear, deterioration, insects, corrosion and damage inherent to outdoor storage, war, terrorism, vandalism, riots and disturbances, strikes, lockouts, blockades or labour disputes, quarantine restrictions and/or any social and public health measures in relation to Goods and/or in relation to carriage or port operations; breakdown or interruption of communication means and/or the use or operation (malicious or not) of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system, or otherwise any kind of cyber incident (malicious or not), intrusion by third parties, theft unless gross negligence or wilful misconduct can be proven against the Carrier, terminal congestion, or by any other event, ground or circumstance beyond the Carrier's control. The Carrier is also not liable for damage, delay or loss due to government action or action by regulatory authorities, including the unusual delay in the delivery of required authorisations.

(g) The Carrier's liability is explicitly excluded for:

- loss, damage or delay that is not directly attributable to the Carrier;

- indirect loss or damage, including economic loss, intangible loss/damage or consequential loss/damage; - illegal practices by third parties;

- the presence of unauthorized persons, unless gross negligence or wilful misconduct can be proven against the Carrier.

(h) If the Carrier resorts to a subcontractor, its liability shall never be greater than that of the subcontractor. The liability shall be determined via the rules of the CMR Convention, the CIM Convention, the Hague-Visby Rules or the CMNI Convention, depending on which regulations apply.

(i) The Carrier shall not be required by the Customer to carry out any seal check or to note seal numbers on any document at any time whatsoever. Where seal numbers are noted for whatever reason by the Carrier then, notwithstanding anything to the contrary in these Terms and Conditions, no representation whatsoever is made by the Carrier as to the accuracy of the number noted nor to the condition of the seal. No representation is made by the Carrier neither as to the condition of the container or trailer, nor as to the contents thereof.

(j) The Customer shall undertake to reimburse Carrier for all losses, damage and costs that arise from non-compliance with Article 3 of these Terms and Conditions.

(k) The Customer shall indemnify and hold the Carrier harmless from and against any and all charges, duties, excise, VAT, fines, claims for liability, losses, damages, costs, and claims against any bank guarantees, bonds or security (issued by the Carrier in favour of relevant authorities) imposed or sanctioned by any relevant authority and/or claimed by any party, entity or person howsoever and whenever arising, as a direct or indirect result of (without limitation): (i) non-payment, incorrect payment or unsuccessful

recovery of customs duties or other taxes by the Customer; (ii) incorrect, incomplete, fraudulent information, declarations or data submitted by the Customer to the relevant authorities; (iii) abandonment, non-shipment or non-collection/non-release or delayed shipment or collection, release or recovery of the Goods by the Customer from the relevant terminal or premises of the Carrier; (iv) the Services provided by the Carrier.

(l) The Customer is accountable to Carrier at all times for damage it causes itself or is caused by a third party to the Transport Unit that is made available at the request of Customer or Consignee for the loading or unloading of Goods.

(m) The Customer and/or Shipper undertake to properly package the Goods, label and mark them with the necessary information for proper stowage and lashing by the Carrier. They are aware that the transport can be done entirely or partially by sea, inland waters, rail or by road and that the packaging and stowage must therefore withstand the usual risks of all these modes of transport.

(n) If the Hague-Visby Rules apply, liability shall be regulated as follows:

- the liability of Carrier shall be limited to 666.67 SDR per package or per unit with the exception of the right of the entitled party to claim 2 SDR per kilo (gross) for loss or damage to Goods;
- in derogation from Article IV, paragraph 5(c), of the Hague-Visby Rules, each container or each similar transport item together with the contents thereof shall be considered as a package or unit;
- the Carrier shall never be held liable for damage/loss due to delayed delivery;
- Article III, paragraph 3, 4, 5, 7 and 8 of the Hague-Visby Rules shall not apply.

(o) If the Services are partially performed by sea, by inland waterways, by rail and/or partially by road, the provisions of the CMR Convention, the CMNI Convention, the Hague-Visby Rules and/or the CIM Convention shall apply, depending on the transport segment in which the loss, damage or delay occurred. If the transport segment cannot be ascertained, the liability of Carrier shall be determined in accordance with the laws/conventions applicable on road transport or transport by sea/rail/inland waterways, depending on which rules provides for the highest compensation and depending on the convention that is applicable on this segment of transport. The aforementioned shall be applicable if the CMR Convention applies because the terms of Article 2 of the CMR Convention are fulfilled.

If the Services are performed by rail or if the Customer opts to have the transport go by rail, without this being the case out of necessity, the CMR Convention shall apply insofar as delay is excluded and insofar as Articles 31 and 32 of the CMR Convention do not apply.

#### **Article 11. Processing of claims**

Subject to the relevant provisions of the CMR Convention, CIM Convention, CMNI Convention and the Hague-Visby Rules, all claims for damages against Carrier shall be initiated within one year after the Goods were delivered or should have been delivered.

#### **Article 12. Quotations and rates**

(a) If a substantial increase in a cost factor occurs, the Carrier retains the right to adjust the original price. If the Customer does not agree to the new price, it shall have the right to cancel the Contract of Carriage, with no entitlement to claim compensation.

(b) Unless otherwise stipulated, the Carrier's price quotations are valid for 30 calendar days, after which they automatically expire if not accepted in writing.

#### **Article 13. Payment (a)**

(a) The Carrier's invoices are payable at the place and in the currency where the Carrier's operational headquarters are located.

(b) Payment of invoices is only possible via bank transfer. Payment by cheque is not accepted.

(c) Invoices for Services provided shall be payable without the Shipping Document having to be submitted..

(d) In the event of failure to pay the invoice on its due date and with no need for any notice of default, the amount owed will yield interest ipso jure. The interest will accrue at the interest rate determined in accordance with European Directive 2011/7/UE of 16 February 2011, (as may be amended) increased by 8 percent points, and rounded up to the higher half percent-point. However, the applicable interest rate shall never be less than 10% per annum .

(e) When within 15 calendar days after the sending of the notice of default by registered letter, the debtor remains in default, the amount of the debt claim will be additionally increased by 10% ipso jure, with a minimum of €125, as flat rate compensation for the additional administrative expenses, follow-up of debtor portfolios and business disruption.

(f) If a transport order is cancelled less than 24 hours of loading, then regardless of the reasons, the Customer will owe 20% dead freight calculated on the originally agreed transport price. If due to the cancellation, the Carrier has suffered a loss that is more than 20% of the carriage charge/freight rate, then the actual loss will be owed.

(g) The Customer shall not be entitled to set-off any amount due to the Carrier against any amount to which the Customer may be entitled or which it claims to be entitled to receive from the Carrier.

#### **Article 14. Security - Lien**

(a) The Carrier shall have the right at any time to demand an advance payment or sufficient security/guarantee from Customer for the performances of its obligations. If the Customer does not immediately follow up on this request, the Carrier shall have the right to terminate or to suspend its Services.

(b) The Carrier shall be entitled, whether together with or independently of other rights accorded under these Terms and Conditions and/or by law, to request a European Account Preservation Order (EAPO) under Regulation (EU) No. 655/2014 in order to secure its rights for payment, interests and all costs associated thereto to the maximum extent permitted by law; or to take any similar action as may be available in similar legislation of non-EU countries

(c) In the event of any such charges, expenses and amounts not being paid within ten (10) days of the notice of the exercise of the right of pledge or lien, the Carrier may sell the Goods and apply the proceeds for the satisfaction of all such charges, expenses and amounts, and also of all charges and expenses arising during the exercise of such lien.

(d) The lien shall extend to costs and expenses and liabilities incurred by the Carrier in exercising and maintaining the lien or in exercising its right of sale.

(e) Each member of the GPA LOGISTIKA Group, is entitled to rely on the payment securities and liens stipulated in the Terms and Conditions of other members of the GPA LOGISTIKA Group and is entitled to enforce securities, rights of pledge and liens upon goods in the possession of these other members of the GPA LOGISTIKA Group.

#### **Article 15. Cross default clause**

(a) Non-fulfilment of the obligations or breach/violation/omission of any nature whatsoever of the obligations that the Customer has under the current Terms and Conditions with regard to the entity of GPA LOGISTIKA Group concerned, shall be deemed as non-fulfilment of the obligations (of any nature whatsoever) vis-à-vis every other legal entity of the GPA LOGISTIKA Group and shall entitle any such entity of the GPA LOGISTIKA Group to suspend or terminate each contractual obligation vis-à-vis the Customer, in order to activate/expedite its contractual rights vis-à-vis the Customer and/or to enforce securities. Such breach will automatically cancel any granted credit facilities, reduce them back to zero and declare null and void, and every outstanding invoice will be payable immediately.

(b) If the Customer is part of a group, a violation or breach committed by any legal entity of the said Customer's group against any legal entity of the GPA LOGISTIKA Group will be deemed to be a violation by the Customer under the present conditions and will lead to the right of any entity of the GPA LOGISTIKA Group as described in the previous paragraph.

#### **Article 16. Protection of Personal Data (GDPR)**

(a) The Customer represents and warrants that it complies and undertakes to comply with the Data Protection Legislation.

(b) The Customer guarantees vis-à-vis the Carrier that the content, use and/or processing of Personal Data are not unlawful and do not infringe any rights of affiliates, subsidiaries, customers, subcontractors, agents, representatives, consultants, other third parties nor of Data Subjects related thereto, such as employees and workers.

(c) The Customer shall indemnify the Carrier against any and all claims of affiliates, subsidiaries, Customers, subcontractors, agents, representatives, consultants, other third parties or Data Subjects related

thereto, such as employees and workers, instituted for whatever reason in connection with Personal Data. In addition to any other available remedies, Customer shall defend, indemnify and hold harmless the Carrier from any and against all losses, damages, costs and expenses incurred as a result of the breach by Customer of this clause.

(d) Where necessary, any standard contractual clauses or a future replacing mechanism to exchange Personal Data between the European Union and Third Countries will automatically be part of this Contract.

#### **Article 17. Suspension and Termination**

(a) The Carrier is entitled either to suspend the Services forthwith or to terminate the Contract of Carriage at any time, either totally or partially, by means of a written notice, which shall have an immediate effect.

(b) In case of such a suspension or termination of the Contract of Carriage, no compensation is due by the Carrier.

#### **Article 18. Hardship**

In case exceptional circumstances, which were not foreseeable at the closing of the Contract of Carriage, would result in an economic imbalance at the detriment of the Carrier, the Carrier has the right to propose new terms and conditions to the Customer with the aim to restore the balance. In the absence of an agreement within a period of 30 days after the proposal of the Carrier, the latter may terminate the Contract of Carriage with the Customer, with immediate effect.

#### **Article 19. Competent court and applicable law**

(a) All disputes and claims that arise from this Contract of Carriage shall be subject to the exclusive jurisdiction of Lithuania and are governed by Lithuanian law and case law.

(b) Nonetheless, the Carrier has the option right to refer unpaid freight/carriage invoices to recovery proceedings before the court where the debtor has their registered office

#### **Article 20. Final provisions**

(a) If for whatever reason, in particular due to conflict with mandatory laws, one or more provisions of these Terms and Conditions becomes inapplicable, the remaining provisions will remain valid.

(b) The English text is the original version of these Terms and Conditions. With interpretation problems and/or conflict with the translated versions, the English text will prevail.