

"TRANSLANDIJOS TRANSPORTAS" UAB - GENERAL CARGO TRANSPORTATION RULES

Valid from 2023.04.20

CUSTOMER LIABILITY:

1. To ensure that the cargo handed over to the Carrier for transportation in accordance with the cargo transportation contract is ready for loading, properly packed and exactly as specified in the contract, according to all measurements and type.
2. To ensure completion of customs procedures, fulfillment of other obligations to state institutions, unless the cargo transportation contract indicates other.
3. Ensure cargo loading, reloading and unloading in the countries of the European Union no later than within 24 hours, excluding official holidays. If this obligation is not fulfilled, to pay the Carrier 50,00 EUR for each day of downtime, if the Carrier has fulfilled the conditions of clauses 14 and 22 of these rules (unless otherwise specified in the terms of the cargo transportation contract document).
4. After confirming the cargo transportation contract and canceling it less than 24 hours before the cargo loading date, to pay the Carrier 15% of the agreed cargo transportation price, but not less than 200,00 EUR (unless otherwise stated in the conditions of the cargo transportation contract document).
5. The customer has the right to refuse the vehicle provided by the Carrier if it cannot transport the cargo specified in the cargo transportation contract or its technical condition obviously does not meet the requirements for such a vehicle.

CARRIER LIABILITY:

6. When providing cargo transportation services, have a valid CMR insurance for the civil liability of the car carrier (for the amount of at least 300.000,00 EUR, valid for the type of cargo transported, valid in all countries through which the transportation will be carried out), licenses, permits and all other necessary documents carry out local and international cargo transportation. Guarantee that the same conditions will be met by his subcontractors, whose services he will use in the process of cargo transportation under the contract.
7. Provide a vehicle of the type suitable for transporting the cargo in accordance with the contract, in technical order and properly equipped with cargo securing devices. Absence of documents required for cargo transportation, which must be taken care of by the carrier; submitting the wrong vehicle is equal to not submitting it at all.
8. If the information provided by the Customer in the cargo transportation contract is inaccurate and insufficient, clarify all inaccuracies and obtain the missing necessary information.
9. Strictly observe the terms of cargo loading/delivery to the consignee specified in the cargo transportation contract. If loading is later (when the contract specifies a fixed date and time), as well as delivering the cargo to the consignee more than 24 hours, pay the Customer 50,00 EUR for each day of delay (unless otherwise specified in the terms of the cargo transportation contract document).
10. After confirming the cargo transportation contract and canceling the transport less than 24 hours before the cargo is loading date, to pay the Customer 15% of the agreed cargo transportation price, but not less than 200,00 EUR (unless otherwise stated in the conditions of the cargo transportation contract document).
11. Make sure that the driver will follow the cargo loading/unloading process: he will monitor and control the placement of the cargo, securing it according to the established vehicle loading norms. Make sure that the driver checks the quantity of cargo and conformity of goods types according to documents (CMR bills of lading, cargo invoices, packing slips, etc.). In case of inconsistencies in the bill of lading or in case of loaded cargo damage, it is forbidden to leave the loading place, the Customer must be immediately informed about this and a remarks in the CMR must be done about the violations/inconsistencies. If it is impossible to follow loading/unloading due to circumstances beyond the driver's control, make sure that the driver makes a remark about this in the CMR - in the carrier's comments section. In case of inspection of the vehicle by authorities (e.g. customs, police officers), if during these processes any damage is done to the cargo or if the driver sees that it is intended to be done, immediately inform the Customer about it.
12. To ensure that during the execution of the cargo transportation contract, there are no contraband, prohibited, undeclared goods, personal belongings, etc. in his vehicle. In case of violation of this obligation, the carrier pays the Customer a fine of 3.000,00 EUR.
13. To ensure that during the execution of the cargo transportation contract, its driver will not take alcoholic drinks, narcotic and psychotropic substances. Despite the instruction, in the event of damage, loss of the cargo or its part, failure to deliver the cargo to the consignee on time, or other violation of the terms of the cargo carriage contract due to such actions of the driver, the Carrier undertakes to pay a fine of 2.000,00 EUR to the Customer.
14. If so agreed in the cargo transportation contract, handle all customs formalities related to the cargo transferred to him for transportation, including, but not limited to, properly preparing and correctly formalizing the necessary customs documents (transit declarations, etc.); timely submit and deliver all necessary customs documents to customs and other authorities; correctly mark and formalize customs documents at the border, customs and other institutions; deliver all necessary customs

documents to the consignee, and submit copies to the Customer immediately. Also, immediately inform the Customer if documents or information are missing for proper and timely customs formalities.

15. Ensure that, in accordance with the executed cargo transportation contract, the cargo consignment note / CMR contains: cargo loading and unloading addresses, dates, signatures and stamps of the authorized persons of the cargo sender and recipient. If these data are not available, it is considered that the shipment has not been completed.
16. Monitor the total permissible weight of the vehicle and the permissible maximum axle load with the cargo loaded according to the cargo transportation contract.
17. When the sender/receiver asks to help load/unload the cargo, perform the necessary actions so that the cargo is loaded/unloaded as far as the driver's qualifications allow. In addition, such actions of the Carrier are not paid, it is part of the performance of the cargo transportation contract.
18. To ensure that the driver will regularly check the fastening and position of the cargo during the transportation of the cargo. He will also check the position and fastening of the cargo after unloading part of the cargo, sudden braking or other emergency situations during cargo transportation.
19. To immediately inform the Customer about all problems arising during loading, transporting, unloading cargo, performing customs formalities and other problems that may affect the proper performance of obligations under the cargo transportation contract (lack of cargo, damage, delay, downtime, improper loading, accident, overweight, etc.). No later than within 24 hours from the time the problem occurs to provide the customer with information about the problem in writing (e-mail). Otherwise, full responsibility rests with the Carrier.
20. If necessary, during the performance of the cargo transportation contract, enable the Customer to communicate directly with the driver transporting the cargo.
21. After completing the transportation according to the cargo transportation contract, provide the customer with two CMR (other documents confirming the delivery of the cargo) with the original signature and seal of the consignee and other documents accompanying the cargo (bill of lading, packing slip, etc.) no later than within 14 calendar days from the delivery of the cargo to the consignee. And the carrier must send copies of the aforementioned documents to the customer by e-mail no later than 5 calendar days after unloading. Upon receipt of the CMR (or other document confirming the delivery of the cargo) without the consignee's signature and seal (or delivery of the cargo to an address other than the one specified in the consignment note), it is considered that the cargo transportation contract has not been fulfilled. The submission of these documents by the established deadlines is a necessary condition for settlement with the Carrier for the services performed under the cargo transportation contract and may be a justified reason for the delay in settlement.
22. Not to reload the cargo to any other transport, not to unload the cargo, not to store it without the prior written consent of the Customer. It is also prohibited to transfer the execution of this order to a third party without the written consent of the Customer. In case of violation of this condition, pay the Customer a fine - 50% of the transportation price, but not less than 500,00 EUR (unless otherwise specified in the terms of the cargo transportation contract document).
23. To ensure the protection of the vehicle and cargo used for the execution of the cargo transportation contract, both during transportation and/or the performance of actions related to it, as well as during the driver's rest. Ensure that during transport and/or driver rest, the vehicle with cargo is not left unattended/supervised, to stop and park only in vehicle parking areas where vehicles are guarded by a professional security guard 24 hours a day. And in the event that this requirement cannot be fulfilled due to objective circumstances beyond his control, in fenced, well-lit, monitored by video surveillance cameras and paid vehicle parking lots or at stationary police stations. The carrier is prohibited from parking and spending the night in unguarded areas.
24. Ensure that the driver does not take any passengers or other outsiders, undeclared cargo, contraband into the vehicle; keep the cargo documents in a safe place during the trip; continuously monitor the vehicle even during short stops; would not leave the vehicle on the road or in other busy places; leave the vehicle if necessary, lock the vehicle and take its keys and documents with them.
25. To inform the Customer about all unforeseen and uncoordinated additional costs. Otherwise, expenses are not reimbursed.
26. Do not transport overweight cargo and do not accept cargo that exceeds the permissible limits of weight and other dimensions. Upon acceptance of such cargo for carriage, all resulting losses or expenses shall be handed over to the Carrier.
27. In case of downtime of the vehicle, provide the Customer with a document confirming the downtime during loading/unloading or customs.
28. Any cash payments or other actions by the Carrier on behalf of the Customer without the Customer's written confirmation are invalid.
29. Under no circumstances and for any reason not to detain the cargo transferred to him for transportation under the approved cargo transportation contract. In case of violation of this condition, pay a fine to the Customer, as specified in point 4 of these rules.
30. When it is necessary in accordance with the legal acts of the Republic of Lithuania, to submit all bills of lading/ CMR and other freight transport documents related to the execution of this Agreement and their data to the State Tax Inspectorate under the Ministry of Finance of the Republic of Lithuania electronically via the State Tax Inspectorate Tax Inspectorate's Intelligent Tax Administration Information System (i.MAS) Subsystem of Electronic Waybills (i.VAZ). Bills of lading/ CMR and other cargo transportation documents and their data must be submitted to the State Tax Inspectorate within the deadlines specified in the legal acts.
31. If there is no bill of lading/CMR or other freight transportation document, prepare a bill of lading/CMR or other freight transportation document at your own expense and, if necessary, submit its data to the State Tax Inspectorate.

32. For the use of confidential information, disclosure or violation of other confidentiality obligations, pay the Customer a fine of 10.000,00 EUR, regardless of the amount of damage caused to the Customer as a result of these violations. This fine is considered the Customer's minimum loss.

TERMS OF PAYMENT:

33. The Customer settles with the Carrier within 45 working days (unless otherwise specified in the conditions of the cargo transportation contract document) from the receipt of the VAT invoice (the number of the cargo transportation contract must be indicated in it) with sufficient and properly completed and marked documents proving the delivery of the cargo, specified in the cargo transportation contract by e-mail: aiste@translandija.lt (documents sent elsewhere are not accepted and treated as not received) or by regular mail. If payment is not made on time without justifiable reason, late payment interest of 0.02% of the transportation price is calculated for each day of delay.
34. If the scanned documents received by e-mail are not sufficient, the Carrier is informed about this and undertakes to submit the original documents by mail to the customer's registration address.
35. The transportation price specified in the cargo transportation contract is calculated taking into account the space occupied by the cargo (ldm), weight, number of units and the price ratio. The parties agree that in the event of a decrease or increase in this amount, the freight transportation price will be recalculated accordingly (unless otherwise specified in the terms of the freight transportation contract document).
36. The customer has the right to hold payment for transportation and/or postpone the payment deadline, if disagreements arise due to cargo violations, non-compliance with the Carrier's obligations stipulated in the cargo transportation contract, improper fulfillment of the terms of the contract. The customer can use this right until the culprit of the losses and the exact amount of the losses are determined. If it is the Carrier's fault for the loss, then the amount of the loss is deducted from the transportation fee payable to the Carrier.
37. If the Carrier has overdue obligations (debts) towards the Customer, the Parties agree that the payments made by the Carrier are first set off to cover the debt.
38. The parties agree that the main and primary method of settlement between the parties and the fulfillment of monetary obligations is mutual netting and/or unilateral offsets by the Customer. This is an essential condition of the rules. Monetary obligations are fulfilled by payment orders or other methods only if it is not possible to settle mutual settlement and monetary obligations through mutual offsets and/or the Customer's unilateral offsets.

NON-COMPETE AND CONFIDENTIALITY LIABILITY:

39. During the performance of the cargo transportation contract and for three years after the completion of the cargo transportation contract, the carrier may not offer to perform any services related to cargo transportation or the organization of cargo transportation to the Customer's clients (including the sender and recipient specified in the cargo transportation contract). Also, to establish direct or indirect relations with them, to accept cargo transportation orders from them, or to assume other obligations towards the Customer's customers, which could influence the Customer's economic interests or contractual relations with customers, except in cases where the Customer himself mediates this in writing. Failure to comply with these prohibitions is a fundamental violation of these cargo transportation rules.
40. If there is any doubt about a possible violation of the prohibition of competition, the Carrier must contact the Customer for written confirmation of the Carrier's further actions.
41. The carrier undertakes not to use its own interests, not to disclose and not to publish to third parties confidential information about the conclusion of cargo transportation contracts with the Customer and its conditions (including, but not limited to, the cost of transportation) and other information about the Customer and the transported cargo more than is necessary for the proper fulfillment of the terms of the contract. This confidentiality obligation of the Carrier is valid during the execution of the contract of carriage of cargo and for three years after the termination of the contract.
42. Confidential information is considered to be any information related to the cargo transportation contract, its conclusion and execution, including, but not limited to, information about the negotiating positions of the parties, prices, customers (including the consignor and/or consignee and their data), payment procedure and terms, transported goods and their specifics. If the Carrier has any doubts as to whether certain information is available confidentially, the Carrier must treat such information as confidential until the Customer's written confirmation that such information is not confidential is received.

CONFIRMATION AND TERMINATION OF CARGO TRANSPORTATION CONTRACT:

43. The carrier undertakes to accept or reject the cargo transportation contract within one hour from the moment of its receipt, by sending it to the Customer the answer about acceptance or rejection of the contract by e-mail to the Customer's representative specified in the cargo transportation contract. If the Customer does not receive a response within the specified time, the cargo transportation contract is considered accepted (confirmed).

44. After confirming the cargo transportation contract, the Carrier undertakes to provide the Customer with data on the vehicle and trailer (semi-trailer) type, plate numbers and driver, as well as to send a copy of the valid CMR insurance policy by e-mail.
45. The customer has the right unilaterally, without prior written or verbal notification to the Carrier, to suspend and terminate the execution of the submitted cargo transportation contract, if:
 - a) The carrier is late or does not arrive at the loading place at the set time without excusable reason/without notifying the Customer;
 - b) The carrier provides a vehicle that cannot transport the cargo specified in the cargo transportation contract or its technical condition obviously does not meet the requirements for such a vehicle;
 - c) The Carrier does not agree to comply with the Customer's legal instructions related to the execution of the cargo transportation contract;
 - d) there is another fundamental violation of these general cargo transportation rules.
46. The customer has the right in writing (e-mail) 24 hours in advance cancel the loading before the scheduled loading time and unilaterally terminate the cargo transportation contract.
47. The cargo transportation contract can be changed or supplemented by written agreement of the parties. No unilateral amendments to the contract by hand or otherwise means are invalid and the Customer declares in advance that he does not agree with such corrections.
48. The customer declares in advance that he will not agree to the Carrier's standard conditions of carriage/order execution, if the Carrier would present the conditions to the Customer.

GOVERNING LAW AND DISPUTE SETTLEMENT:

49. The relations between the parties, cargo transportation and responsibility are defined by the Convention on the International Carriage of Goods by Road (1956 CMR Convention). To the extent that the relations between the parties are not regulated by the CMR Convention, the law of the Republic of Lithuania applies to the relations between the parties.
50. Disputes that have not been settled amicably are analysed in the competent court of the Republic of Lithuania according to the Customer's place of residence.

MOST IMPORTANT ATTITUDE OF THESE RULES –
WELL-MEANT, HONEST AND RESPECTFUL MUTUAL COMMUNICATION,
WHICH STIPULATES SUCCESSFUL COOPERATION!