

"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. Ensure completion of customs procedures, fulfillment of other obligations to state institutions.
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, pay the Carrier 50,00 EUR for each day of downtime (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/time, to pay the Carrier 15% of the agreed cargo transportation price, but not less than EUR 200,00 (unless otherwise stated in the conditions of the cargo transportation contract document).

CARRIER LIABILITY:

5. When providing cargo transportation services, have a valid CMR insurance of the car carrier's civil liability, licenses, permits and all other necessary documents to carry out local and international cargo transportation.
6. Provide a vehicle of a type suitable for transporting the cargo according to the contract, in technical order and properly (according to the conditions of the cargo transportation contract) equipped with cargo securing means.
7. Adhere to the terms of cargo loading/delivery to the consignee specified in the cargo transportation contract. If loading is late (when the contract specifies a fixed date and time), as well as delivering the cargo to the consignee for 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).
8. After confirming the cargo transportation contract and canceling the transport less than 24 hours before the cargo loading date/time pay the Customer 15% of the agreed cargo transportation price, but not less than EUR 200.00 (unless otherwise stated in the conditions of the cargo transportation contract document).
9. To make sure that the driver will check the conformity of the amount of cargo and the goods according to the documents (CMR/ bills of lading, cargo invoices, packing slips, etc.). In case of inconsistencies in the CMR /bill of lading or in case of violations of the cargo being loaded, immediately inform the Customer about this and follow his further instructions, mark violations/inconsistencies in the CMR/ cargo bill of lading.
10. Monitor the total permissible weight of the vehicle and the permissible maximum axle load with the cargo loaded according to the cargo transportation contract.
11. To immediately inform the Customer about all problems arising during loading, transporting, unloading cargo 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.).
12. To inform the Customer about all unforeseen and uncoordinated additional costs.
13. Do not transport overweight cargo and do not accept cargo that exceeds the permissible limits of weight and other dimensions.

TERMS OF PAYMENT:

14. The customer settles with the carrier within the term and conditions specified in the cargo transportation contract. 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.
15. 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 if this amount increases, the price of freight transportation will be recalculated accordingly.
16. If the Customer has overdue obligations (debts) towards the Carrier, the Parties agree that the payments made by the Customer are first set off to cover the debt.
17. 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 Carrier's unilateral offsets. This is an essential condition of the rules. Monetary obligations are fulfilled by payment orders or others methods only if it is not possible to settle mutual settlement and monetary obligations through mutual offsets and/or unilateral offsets by the Carrier.

CONFIRMATION AND TERMINATION OF CARGO TRANSPORTATION CONTRACT:

18. The customer undertakes to accept or reject the cargo transportation contract within one hour from the moment of its receipt, by sending it to the Carrier the answer about the acceptance or rejection of the contract by e-mail to the representative of the Carrier specified in the cargo transportation contract. If the carrier does not receive a response within the specified time, the cargo transportation contract is considered accepted (approved).
19. The customer has the right in writing (by e-mail) 24 hours in advance. cancel the loading before the scheduled loading time and unilaterally terminate the cargo transportation contract.
20. 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 Carrier declares in advance that it does not agree with such corrections.

GOVERNING LAW AND DISPUTE SETTLEMENT:

21. The relations between the parties, cargo transportation and liability 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.
22. Disputes that have not been resolved amicably are examined in the competent court of the Republic of Lithuania according to the place of the Carrier's seat.

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