

CONTRACT
for the carriage of the cargo on international routes_____

Vilnius

_____ 2025.

UAB "Gevara", hereinafter referred to as "the Customer", represented by the director Gediminas Dalinkevičius acting in accordance with the Articles of Association, on one part, and _____ hereinafter referred to as "the Carrier" represented by _____ acting in accordance with _____, on the other part, have entered into this Contract on the following:

1. Subject Matter

1.1. The Carrier shall, on the orders of the Customer, provide services for the international carriage of cargo by road, and the Customer shall pay for the Carrier's services in the manner prescribed in this Contract.

2. General Provisions

2.1. Carriages under this Contract shall be carried out under the terms of the Convention on the Contract for the International Carriage of Goods by Road (CMR), the Convention for the Carriage of Dangerous Goods by Road (ADR), the Civil Code of the Republic of Lithuania, the Road Transport Code and other requirements of the current legislation.

2.2. For each cargo transported in one vehicle, an order for carriage and a waybill (CMR) shall be issued.

2.3. The written order for carriage submitted by the Customer directly to the Carrier or via communication means (by fax or e-mail, with the signature and the seal of the Customer) shall be the integral part of this Contract. The Contract for the carriage of a specific cargo shall be deemed to be concluded only after the written confirmation of the Customer's order for carriage by the Carrier.

3. Customer Obligations

3.1. The Customer shall submit to the Carrier an order for carriage of each cargo no later than 1 business day before the day of loading, unless the Parties agree otherwise in each specific case.

3.2. The Customer in its order for carriage shall indicate information about the properties and features of its cargo and the terms and conditions of its transportation (weight, dimensions, storage conditions, transportation conditions, the price of the Carrier's services, etc.) required for the Carrier to fulfil its obligations hereunder.

3.3. The Customer shall organize loading and unloading, as well as customs clearance of the cargo during each carriage, allocating for this at least 48 hours provided that the vehicle arrives at the place of loading without delay, at the time specified in the order for carriage.

3.4. The Customer shall promptly pay for properly performed carriage services provided that the cargo is delivered intact, without shortage and on time in compliance with the terms and conditions of this Contract and the order for carriage..

3.5. The Customer shall meet all reasonable and justified requirements of the Carrier with regard to the placement and securing the cargo in a vehicle. If the consignor refuses to meet such requirements, the Carrier shall immediately notify this to the Customer in writing and not leave the place of loading unless the Customer gives its written consent thereto.

3.6. The Customer shall promptly inform the Carrier about amendments to the conditions set forth in the order for the carriage of the cargo (change of the delivery address of the cargo, route, etc.)

4. Carrier Obligations

4.1. The Carrier shall unconditionally perform carriage in accordance with the orders for carriage submitted by the Customer as well as all the instructions of the Customer related to the performance of this Contract or a specific order.

4.2. The Carrier shall in writing confirm the acceptance of the order for execution (by fax or e-mail) within 2 hours from the date of receipt of the order for carriage. If the order for carriage is not confirmed within the said time limit, the Customer shall have the right to reject the order for carriage by notifying this to the Carrier in writing.

4.3. The Carrier shall ensure the arrival of vehicles to the loading points at the time indicated in the order for carriage, as well as inform of the state numbers of vehicles when confirming the acceptance of the order for carriage unless otherwise agreed in each specific event. If a vehicle is replaced during transportation, the Carrier shall immediately inform the Customer of the new state numbers. Replacement of a vehicle shall be possible provided only that the Customer gives its written consent thereto and this consent is received by the Carrier.

4.4. The Carrier shall provide for loading technically sound, clean, odourless, impermeable vehicles provided with the equipment required for the carriage and securing cargo, which meets the requirements specified in the Customer's order. The Customer shall ensure that the driver of the vehicle would have all the carrier's documents required to complete the order: foreign carrier permits, licenses, etc., and the vehicles and their condition would meet the requirements of the countries through whose territories the cargo is transported.

4.5. The Carrier shall immediately inform the Customer about forced delays of vehicles on the way, traffic accidents and other unforeseen circumstances that impede the prompt delivery of cargoes, no later than on the date of the incident.

4.6. The Carrier shall have a valid contract on civil liability insurance of the Carrier, promptly pay insurance premiums and shall have all permits, consents or other documents required for the proper performance of this Contract with due consideration of the cargo carriage route.

4.7. The Carrier shall track the movement of the vehicle with the cargo during carriage and, at the request of the Customer, at any time no later than 2 hours after the request of the Customer, provide accurate information about the location of the vehicle with the cargo or a vehicle that is on the way to the cargo loading point.

4.8. Reloading or unloading of the cargo delivered for carriage at the place not specified in the order, as well as the detention of the cargo without the written consent of the Customer and the transfer of the order for carriage of the cargo to third parties is prohibited. The cargo other than one indicated in a specific order for carriage of the Customer may be transported together with the cargo of the Customer provided only that the Customer gives its consent thereto.

4.9. The Carrier shall have an obligation to participate in the loading procedure and check the quantity, marking and numbering of the cargo accepted for carriage according to the data indicated in the shipping documents, as well as check the external condition and packaging of the cargo. If the driver is not allowed to participate in the loading procedure or the quantity of the cargo, its external condition and packaging cannot be checked for some other reasons, the Carrier shall notify this to the Customer without leaving the place of loading and wait for the Customer's instructions. In this event, the vehicle with the cargo may leave the place of loading only after receiving the consent of the Customer and making respective entries in the CMR waybill and after confirmation of such entries by the Sender of the cargo. The acceptance of damaged goods, goods with damaged packaging or goods whose data is not verified with the data specified in the invoice for carriage is prohibited.

If during loading it is determined that the cargo or its quantity differs from the data specified in the order for carriage, the Carrier shall immediately notify this to the Customer in writing and receive the Customer's further written instructions. If the Customer is not notified from the place of loading, all responsibility for possible errors associated with the loading of the cargo (wrong cargo or the wrong quantity of cargo, not complying with quantity expected by the receiver of the cargo, etc.) shall be borne by the Carrier.

4.10. The Carrier shall participate in the unloading procedure and check the quantity of the unloaded cargo, its external condition and packaging. If any facts related to possible damage to the cargo or packaging or shortage are identified, the Carrier shall immediately stop unloading works and immediately inform the Customer from the place of an incident no later than on the same day. If these instructions are not complied with, payment for carriage services may be delayed as long as the cause and extent of the damage is clarified.

4.11. The Carrier shall ensure proper securing and placement of the cargo to be transported in the vehicle. The Carrier shall immediately inform the Customer and the consignor about the improper loading of the cargo, risky actions related to the loading and/or reloading of the cargo, as well as about other obstacles, incidents, actions or omissions that impede the proper performance of the Carrier's duties and obligations hereunder. Once the notice on a incident is given, all responsibility shall be borne by the Carrier.

5. Procedure of Payments

5.1. Payment for the Carrier's services shall be made in the currency and at the price of the Carrier's services indicated in the order for carriage to the bank account of the Carrier. The price of carriage indicated in the order for carries includes

the costs of formalization of shipping and customs documents, as well as other contingencies (excess weight, cargo examination, convoy, cargo loading/unloading/transshipment, axle overload, cargo securing, etc.).

5.2. The Customer shall promptly pay for properly performed carriage (for prompt delivery of the undamaged cargo without shortages) within 45 days from the date of receipt of 2 originals of CMR waybills with the stamps of the border customs and the cargo recipient's mark on the delivery of the cargo, as well as the Carrier's invoice for carriage services. The originals of invoices and CMR waybills shall be submitted no later than within 30 calendar days from the date of delivery of the cargo. If the submission of documents is delayed, the price for transportation shall be reduced by 0.2% of the price for carriage for each delayed day.

5.3. Banking commission costs, the expenses for execution and formalization of documents during carriage shall be borne by the Carrier.

5.4. If during carriage the cargo is damaged, delivered in shortage, late or the Contract for carriage of the cargo is breached otherwise, by giving a written notice by the Customer to the Carrier, the price for carriage services or the share thereof corresponding to the amount of damage may be credited to reimbursement for damages.

6. Responsibility of the Parties

6.1. The Parties shall be liable for failure to perform or improper performance of their obligations hereunder as well as the obligations provided for by the CMR Convention and applicable law.

6.2. From the moment of acceptance of the cargo for carriage to the moment of delivery of the cargo to the consignee, the Carrier shall be responsible for the loss, shortage or damage of the cargo for the proper securing and placement of the cargo transported in the vehicle, neutrality towards the persons specified in the Contract, as well as for late arrival of the vehicle to the place of loading and delay in delivery in accordance with the terms of the CMR Convention and this Contract.

6.3. If delay in arrival to the place of loading is over 4 hours, the Carrier shall pay a penalty in the amount of EUR 30 for each next hour of delay, while in the event of late delivery of the cargo the Carrier shall pay a penalty in the amount of 10% of the carriage price for each day of delay and shall additionally reimburse for the damage caused.

6.4. If the Carrier refuses to transport the cargo after entering into this Contract, the Carrier shall pay the Customer a penalty in the amount of 10% of the carriage price and reimburse for respective damage inflicted on the Customer.

6.5. The Customer shall be responsible for the proper fulfilment of its obligations set forth in this Contract and orders for carriage: delivery of the cargo for loading and timely loading, unloading, performance of customs formalities (except for events when the Carrier itself participates in customs procedures), formalization of customs and shipping documents (if the documents are formalized up by the Customer).

6.6. If the Customer fails to provide cargo for loading after entering into the Contract (submission of an order for carriage), the Customer shall reimburse to the Carrier for the associated damage in the amount of up to 10 percent of the price of carriage.

6.7. If the payment for the services of the Carrier is not effected for the said period, the Customer shall pay a delay interest in the amount of 0.02 % for each delayed day.

6.8. If the Carrier does not comply with par. 4.8, 10.2 of this Contract, it shall be subject to EUR 5,000 penalty.

7. Miscellaneous

7.1. The Customer in the order for the carriage of the cargo shall indicate the following information:

- consignor and a consignee with indication of contact persons, phone numbers;
- date and address of loading;
- description and weight of the cargo; volume of the cargo (loading length, cubic capacity, etc.)
- number of vehicles and the requirements applied to vehicles;
- the agreed price for the Carrier's services;
- place and time of cargo delivery;
- other requirements.

7.2. If the delivery time is not specified in the order for carriage, a vehicle with the cargo must (on the average) travel at least 500 km per day.

7.3. The Carrier agrees that the Customer, when fulfilling this Contract, shall have the right to transfer a debt (indebtedness) to another (new) debtor, and the conclusion of this Contract, *inter alia*, is a preliminary confirmation of such a consent of the Carrier.

7.4. If an individual order for carriage contains additional requirements not specified in this Contract, such requirements shall be binding on the Parties. If an individual order for carriage contains provisions that conflict with the provisions of this Contract, the wording of this Contract shall prevail.

7.5. The Customer shall have the right, without additional indemnity, to cancel the order submitted and confirmed by the Carrier if the Carrier delays the provision of the vehicle for loading for more than 1 working day, except for events when the cargo must be urgently loaded and delivered (in such events, if the Carrier delays to deliver the vehicle to the place of loading, the Customer shall have the right to cancel the order submitted at any time without any reimbursement). In this case, it shall be considered that the Carrier did not provide the vehicle for loading.

8. Dispute Settlement

8.1. All disputes arising from the fulfilment of this Contract shall be resolved in accordance with the CMR Convention and applicable law. Disputes which the Parties cannot resolve by themselves shall be brought to court at the location of the defendant.

9. Force-Majeure

9.1. The Parties shall be exempted from liability for full or partial failure to fulfil their obligations hereunder if such failure was caused by force majeure circumstances (any kind of military operations, natural disasters, fires, epidemics, strikes, actions of state authorities and other force majeure circumstances arising after entering into this Contract), i.e. circumstances beyond the control of the Parties that could not be foreseen or prevented by the actions of the Parties.

9.2. The Carrier and the Customer shall immediately notify to each other force majeure circumstances, but no later than 3 days after the beginning of force majeure circumstances.

10. Confidentiality

10.1. Both Parties agree to fulfil the terms of the Contract in compliance with the principles of adhering to confidentiality and not disclose to third parties any information about the conditions specified in orders for carriage or shipping documents.

10.2. The Carrier guarantees neutrality with regard to the consignor, consignee and client of the Customer. All information and data of this Contract and shipping documents is confidential, and the Carrier guarantees that this information and data will not be disclosed to third parties that are not engaged in the fulfilment of this Contract.

11. Contract Validity Period

11.1. The Contract shall come into force from the date specified herein and shall be valid for an indefinite period.

11.2. This Contract may be terminated by a written notice given by either Party, which is to be delivered no later than one month before the date of termination of the Contract.

11.3. The signing of this Contract and orders for carriage by facsimile communication or the exchange of signed copies of documents by e-mail shall be considered as the proper signing of the Contract and orders for carriage. If necessary, the Parties may also conclude this Contract in 2 original copies, one copy for each Party.

11.4. All annexes to this Contract, including orders for carriage, shall be the integral part of this Contract. Any supplements or amendments to this Contract shall be made in writing and signed by both Parties. All amendments or supplements to this Contract or orders for carriage made unilaterally and not confirmed by both Parties with marks ("valid with amendments") shall be invalid and shall not grant the Parties any rights or impose on the Parties any obligations. If the Carrier, while confirming the order for carriage, amends the original conditions of the order for carriage, but the Customer does not confirm such amendments in writing, it shall be considered that the Contract, with regard to both Parties, comes into force under the original terms and conditions specified in the order for carriage.

11.5. The order for carriage submitted by the Customer shall be considered accepted by the Carrier even if the Carrier does not confirm it in writing, but actually begins to fulfil the order for carriage (provides a vehicle for loading, informs of the state number of a vehicles, etc.).

12. Legal Address and Signature of the Parties

The Customer:

The Carrier:

<p>UAB “Gevara” Company code: 300916551 VAT code: LT100003326113</p> <p>Registered office address: Laumių St. 3, Postal address: Liepkalnio St. 172E, Vilnius, LT-02121 Lithuania</p> <p>Bank details: AB LUMINOR BANK, bank code: 40100 Bank account: LT474010051004207798 SWIFT: AGBLLT2X</p> <p>Tel. +370 688 88688</p> <p>hello@gevara.lt www.gevara.lt</p> <hr/> <p>Director Gediminas Dalinkevičius</p>	
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ORDER FOR VEHICLES No. __

(Annex to Transport Service Agreement for International Cargo Transportation No. __)

_____ 2020. _____ hour ____ min.

Description of cargo		
Weight of cargo	Dimensions of cargo	Volume (cubic volume) of cargo
Requirements to a vehicle		

Address of the place of loading	Address of the place of unloading
Shipper of cargo, a contact person, telephone number	Receiver of cargo, a contact person, telephone number
Customs (of the place of shipment), a contact person, telephone number	Customs (of the place of destination), a contact person, telephone number
Date of loading – date of delivery	The price of transportation approved by the Parties
Other conditions of cargo transportation, cargo properties, special permits, TIR Carnet and etc. (par. 7.1 of the Agreement)	

The Carrier:

The Customer