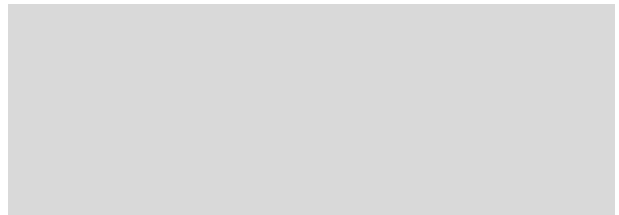




GENERAL CONDITIONS FOR THE CARRIAGE OF CARGOS (FOR CARRIERS)

Version as of 1 2018-10-24



Chapter I. DEFINITIONS

- 1.1. CMR Consignment Note means a CMR consignment note, completed by the Sender or the Supplier, in accordance with which the Sender delivers the Cargo to the Supplier, and in accordance with which the Transportation of the Cargo is carried out and in accordance with which the Cargo is delivered to the Consignee.
- 1.2. Forwarding Order means the Client's order for Cargo transportation submitted to the Supplier in writing (including by e-mail, Skype or any other electronic communications means) which indicates the individual/special conditions for the Transportation of the specific Cargo and makes an integral part of the Contract.
- 1.3. Actual Supplier (Actual Carrier) means a natural or legal person that actually carries out the Transportation of the Cargo on the instruction of the Supplier.
- 1.4. Instructions means instructions issued by the Client to the Supplier and/or Actual Supplier in writing, by e-mail, Skype or any other electronic communications means relating to the performance of the specific Order that are binding on the Supplier and the Actual Supplier.
- 1.5. Place of Unloading/Destination means the final place of destination of the Cargo which is indicated the Forwarding Order and CMR Consignment Note and wherein the Transportation is completed and the Cargo is unloaded and delivered to the Consignee.
- 1.6. Value of the Cargo means the value of the Cargo, calculated in accordance with the procedure laid down by these Conditions at the place and at the time when the Goods were accepted for carriage, plus the subsidies and/or grants payable for the Cargo by State authorities. The value of the Goods shall be first determined in accordance with all available documents, or, in their absence, in accordance with exchange prices.
- 1.7. Supplier means a natural or legal person having received a Forwarding Order from the Client whose particulars are specified in the Forwarding Order. The definition of Supplier shall also cover the Supplier's employees.
- 1.8. Client means UAB GPA LOGISTIKA or any other company belonging to the same group of companies the particulars of which are specified in a Forwarding Order and which has ordered the Cargo Transportation services either in his own name or in the name of his customers.

Chapter II. SUBJECT-MATTER OF THE CONTRACT

- 2.1. By this Contract the Supplier undertakes to take over a Cargo from the specified Sender at the Place of Loading specified by the Client, to transport it in a proper and timely fashion to the Place of Destination specified by the Client and deliver it to the Consignee specified by the Client, and the Client undertakes to pay the Supplier the agreed Price of Transportation (Freight) for the services provided in a proper and timely fashion under the conditions and in accordance with the procedure laid down in the Contract.
- 2.2. The Parties may also agree, by bilateral written agreement, on the provision of other services relating to the Transportation of Cargo(s) and establish other mutual rights and obligations with regard to each other relating to the Transportation of Cargo(s).
- 2.3. Individual data of the Parties, the Cargo, loading and unloading as well as other specific orders and instructions shall be indicated in the specific Forwarding Order making

an inseparable part of the Contract. In the event of conflict, the special conditions agreed upon by the Parties in the Forwarding

Order shall take precedence over the Conditions.

2.4. The transportation of Cargos under this Contract shall be carried out and mutual relationships between the Parties shall be regulated in accordance with the provisions of this Contract, the CMR Convention, the ADR Convention' and the Civil Code of the Republic of Lithuania as well as in accordance with other international and national legislation governing the international carriage of goods by road.

Chapter III. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. Rights of the Client.

3.1.1. The Client shall have the right to dispose of the Goods, i.e. to give Instructions to the Supplier, including, but not limited, to instructions to stop the Cargo in transit, to change the Place of Designation of the Cargo or to deliver the Cargo to a Consignee other than the Consignee indicated in the CMR Consignment Note and/or Forwarding Order until the moment of delivering the CMR Consignment Note to the Consignee, while the Supplier must obey the instructions from the Client.

3.1.2. The Client shall have the right to withdraw the Forwarding Order without any compensation, forfeit and other sanctions/responsibility whatsoever, if the Supplier is informed of the withdrawal of the Forwarding Order at least 24 (twenty four) hours before the agreed time for the provision of a vehicle at the Place of Loading.

3.2. Obligations of the Client.

3.2.1. The Client undertakes to provide the Supplier with information about the Cargo, conditions for its Transportation, Cargo Accompanying Documents and the available information requisite for the completion of Customs and other formalities. The Client may specify the place where the Supplier must himself collect the Cargo Accompanying Documents and/or give the Supplier an instruction as to what additional actions are required with regard to the Cargo Accompanying Documents. The Parties may also agree on the obligation of the Supplier to formalize particular documents.

3.2.2. The Client undertakes to ensure that the Cargo is properly prepared and delivered for Transportation at the agreed Place of Loading, at the time agreed upon in the Forwarding Order.

3.2.3. The Client undertakes to ensure that the Cargo will be loaded and/or unloaded within 1 (one) business day from the moment of arrival of the vehicle at the Place of Loading/Unloading in EU States and within 2 (two) business days from the moment of arrival of the vehicle at the Place of Loading/Unloading outside the EU, unless otherwise specified in the Forwarding Order. This obligation of the Client to ensure Cargo loading/unloading shall not apply and the Supplier shall not be paid forfeit (fines) for Downtime periods, if the Supplier has failed to comply with the time limits indicated in the Forwarding Order for the provision of a vehicle for Cargo loading, failed to comply with the time limits for Cargo loading and/or delivery, the delivered Cargo is damaged or it has been determined that part of the Cargo is missing, all or some of the Cargo Accompanying Documents have been lost and/or other cases of the improper fulfilment of the Contract have been determined.

3.2.4. The Client undertakes to immediately notify changes to the conditions for Cargo Transportation and additional Instructions received in connection with the Cargo in transit to the Supplier.

3.3. Rights of the Supplier.

3.3.1. The Supplier may, at his discretion, choose the route of Cargo Transportation, unless otherwise specified in the Forwarding Order.

3.3.2. The Supplier shall have the right to compensation for actually incurred additional costs relating exceptionally to the carrying out of the Client's additional Instructions which change essentially the data indicated in the Forwarding Order and/or CMR Consignment Note. Such additional costs, if they are relating to increased kilometrage from the Place of Loading to the Place of Unloading as a result of additional Instructions from the Client, shall be calculated and the Supplier shall be reimbursed in proportion to the original kilometrage and the agreed Price of Transportation. Accordingly, if the additional Instructions from the Client are relating to lower kilometrage from the Place of Loading to the Place of Unloading compared to that agreed in the Forwarding Order, the Client shall have the right to reduce the Price of Transportation (Freight) provided in the Forwarding Order in proportion to the original and actual kilometrage. Compensation for other additional costs relating to the carrying out of additional Instructions from the Client but not relating to the increase of kilometrage shall be paid against the cost-supporting documents provided by the Supplier and only if such costs were agreed upon in writing with the Client before they were incurred.

3.4. Obligations of the Supplier.

3.4.1. When carrying out Transportation, the Supplier must comply with the provisions laid down in the CMR Convention, the ADR Convention and any other relevant international and national legal acts regulating the international carriage of goods by road.

3.4.2. In carrying out the Transportation of a Cargo, the Supplier must ensure compliance with the requirements for driver working time and rest periods and of all international legal acts, including the AETR Convention and Regulation (EC) No 561/2006, as well as respective national legal acts regulating working time and rest periods for drivers.

3.4.3. The Supplier undertakes to ensure that all employees of the Supplier and/or Actual Supplier involved by him were, are and will be paid, in a proper and timely fashion, salaries and other relevant payments (daily allowances, payments relating to vacation, overtime work, etc.) not lower than provided in the legal acts setting the minimum amount of salary and other payments of each relevant State in which and/or through the territory of which the relevant Transportation is carried out.

3.4.4. The Supplier must have in place/ensure that the Actual Supplier involved by him has in place all permits, certificates, consents, licences and other documents and instruments necessary for the international carriage of goods by road.

3.4.5. The Supplier undertakes to ensure that, in the implementation of the Contract, the employees of the Supplier/the persons appointed/controlled/hired/involved by him will act in strict compliance with the requirements laid down in legal acts regulating fire safety, hygiene, safety at work, environmental safety, the protection of personal data, anticorruption and other legal acts regulating.

3.4.6. The Supplier undertakes to carry out the Transportation of the Cargo himself and not to assign, without the Client's prior written consent, the rights and obligations arising from these Conditions to third persons and not to use the services of third persons (carriers and/or forwarders) during the process of the Carriage.

3.4.7. The Supplier undertakes to provide on time the agreed, proper, clean, waterproof vehicle in good technical condition equipped with Cargo fixing equipment and (if required) ADR equipment that conforms to the requirements set out in the Forwarding Order supplied with the documents necessary for Cargo Carriage and fit for transporting the specific Cargo.

3.4.8. The Supplier must act with care and in good faith, in line with the standards of a person who is competent in his activities and provides services professionally, and undertakes to take all possible measures to ensure that the Cargo maintains, during its Transportation, all of the characteristics it had at the time of its loading.

3.4.9. Where the information specified in the Forwarding Order about the Cargo or the conditions for its carriage is inaccurate or incomplete, the Supplier must find out all inaccuracies and the missing information which may be necessary for the proper Transportation of the Cargo: the weight, volume and characteristics of the Cargo, technical requirements for the vehicle, additional requisite equipment, procedures, the prohibition of Cargo transshipment, etc. Otherwise, the Supplier shall be held liable for Cargo Carriage improperly and the resulting deterioration in the quality of the Cargo, the diminished value and/or loss of the Cargo/part thereof.

3.4.10. The Supplier must verify and ensure, at the Place of Loading, that the information/instructions contained in the CMR Consignment Note complies/comply with the Forwarding Order, and in the event of any contradiction must immediately notify the Client in writing to that effect without leaving the Place of Loading and receive his written confirmation that the Transportation has to be carried out on the basis of the information/instructions contained in the CMR Consignment Note but not in the Forwarding Order; failing this, the Supplier shall assume all risks relating to possible costs, losses and other relating consequences.

3.4.11. The Supplier must be present during Cargo loading and check the number of packages and their marks and numbers against the data contained in the Cargo Accompanying Documents, also check the apparent condition of the Cargo and its packaging, the suitability of the packaging for safe carriage of the Cargo and the proper temperature of the Cargo. If the driver is not allowed to be present during Cargo loading or it is impossible for other reasons to check the conformity of the Cargo with the data specified in the Cargo Accompanying Documents, the Supplier must immediately notify the Client in writing to that effect without leaving the Place of Loading, wait for Instructions from the Client and make respective reservations in all copies of the CMR Consignment Note, including the copy for the Sender; failing this, the Supplier shall become liable for all resulting consequences.

3.4.12. If the driver finds that the number of packages of the Cargo under loading, their marks or numbers do not correspond with the statements in the CMR Consignment Note, also if any damage to the Cargo and/or its packaging, unsuitability of the packaging, missing or excess quantity of the Cargo, unsuitable temperature of the Cargo, etc. is detected, the Supplier must immediately inform the Client in writing accordingly without leaving the Place of Loading, wait for the relevant Instructions from the Client, make the respective reservations in all copies of the CMR Consignment Note, including the copy for the Sender, and obtain the Sender's written confirmation next to the reservation. It shall be prohibited to take over the Cargo for Transportation without the Client's written instruction if the Cargo or its packaging is damaged, and if the number of its packages, their marks and numbers do not correspond with the statements in the Cargo Accompanying Documents, otherwise the Supplier shall become liable for all resulting consequences.

3.4.13. The Supplier must check whether the loading of the Cargo performed by the Sender ensures its safe transportation and the avoidance of the exceeding of the maximum loads, and must fasten the Cargo with straps and other requisite securing means properly. Upon failure to comply with the requirements laid down in this paragraph the Supplier shall become liable for all and any resulting costs, losses and any other consequences.

3.4.14. When taking over the Cargo for Transportation the Supplier must verify whether all required documents have been handed to him and that they are completed properly. If the Supplier makes no comments on the Cargo Accompanying Documents during Loading, it shall be deemed that the Supplier has agreed that no documents are missing and that they all are completed properly.

3.4.15. The Supplier must ensure that the vehicle with the Cargo and the Cargo Accompanying Documents are not left unattended during Carriage, and that only safe parking locations are chosen for parking during rest periods, so that in the event of a theft therein the validity of the Supplier's CMR Insurance coverage is ensured, the events are recognized as insurance events and non-reduced insurance benefits are paid.

3.4.16. The Supplier must be present during Cargo unloading and check the number of packages of the Cargo being unloaded as well as the apparent conditions of the Cargo and its packaging. Where any facts are established in relation to the possible damage to and/or defects in the Cargo and/or its packaging, the Supplier must immediately inform the Client in writing and obtain Instructions from him.

3.4.17. Upon delivery of the Cargo to the Place of Unloading the Supplier must request a written confirmation that the Cargo has been delivered. The Consignee must confirm the receipt of the Cargo by his signature and seal on the CMR Consignment Note. The confirmation shall contain the company name and the name, surname and position of the signatory.

3.4.18. Where so required by the specific nature of the Cargo, the Supplier must ensure the proper and continuous operation of the equipment maintaining the appropriate temperature regime in the vehicle and the required temperature of the Cargo throughout Transportation as specified in the relevant Forwarding Order and CMR Consignment Note, and in the absence of the specific instruction regarding temperature, the Supplier must immediately notify the Client to that effect in writing without leaving the Place of Loading and obtain his written instruction regarding the required temperature.

3.4.21. The Supplier undertakes to make available to the Client, not later than within 15 (fifteen) calendar days following the date of delivering the Cargo to the Consignee, 2 (two) originals of the CMR Consignment Note with the Sender's signature and seal, Customs stamps (if applicable) and the Consignee's note (signature and stamp) regarding the receipt of the Cargo as well as other documents confirming the proper fulfilment of the Carriage Contract as specified in the Forwarding Order, and a VAT Invoice for the payment for Cargo Carriage services.

Chapter IV. OTHER CARGO TRANSPORTATION CONDITIONS

4.1. Transportation of Dangerous Goods.

4.1.1. At the moment of entering into the Contract the Client must provide the Supplier with all available information in writing about a dangerous nature of the Goods, generally recognized description of the Dangerous Goods and precautions as well as any other available information.

4.1.2. The Supplier must obtain all required missing information and ensure all possible precautions during the Transportation of Dangerous Goods.

4.1.3. The Supplier must ensure that the drivers who actually carry out the international Transportation of Dangerous Goods have valid ADR driver training certificates and valid driver medical cards and comply with all requirements laid down in the ADR Convention and other legal acts regulating the Transportation of Dangerous Goods. The infringement of this paragraph shall be deemed to constitute a material breach of the Contract.

4.1.4. The Supplier undertakes to compensate for all losses sustained by the Client and third persons by reason of the improper Transportation of Dangerous Goods.

Chapter V. TRANSPORTATION PRICE AND PAYMENT ARRANGEMENTS

5.1. For the Cargo Transportation, carried out properly and in a timely manner, the Client must pay the Supplier the Transportation Price (Freight) by a bank transfer within 45 calendar days following the receipt of the properly completed CMR Consignment Note in two original copies, one original of the properly issued VAT Invoice for payment and any other properly completed documents as indicated in the Forwarding Order.

5.2. Payment days 01 th, 10 th and 20 th of each month.

5.3. In the absence of any of the documents referred to in paragraph 5.2 of the Conditions and/or in the Forwarding Order (or in the event they are completed improperly and/or are faulty otherwise) payment to the Supplier for the provided services against a VAT invoice shall not be effected and the time limit for Transportation Price payment indicated in the aforementioned paragraph or the Forwarding Order shall commence on the day on which the last document required for payment which meets the conditions of the Conditions has been provided to the Client.

5.4. The Client shall have the right to unilaterally (without a separate/additional consent/authorization from the Supplier) assign the Contract and/or any of his rights and/or obligations thereunder to any company of the Client's group. For the purposes of this paragraph of the Conditions, a company of the Client's group shall be deemed to be any entity which is directly or indirectly controlled by the same entity(s) which controls/control the Client, either indirectly or directly.

Chapter VI. LIABILITY OF THE PARTIES

6.1. Liability of the Client.

6.1.1. The Client shall be liable for the proper fulfilment of the Client's obligations established in these Conditions and the Forwarding Order.

6.1.2. In the cases set out in the Contract the Client shall be liable for Downtime periods exceeding the time limits for Cargo loading/unloading established in the Contract. At the Supplier's request, the agreed fine for Downtime periods shall be paid only for a full additional day (24 (twenty-four) hours) of Downtime and for business days only. Unless otherwise agreed in the Forwarding Order, the Downtime exceeding the agreed time limits shall result in a fine of EUR 100 (one hundred) for one additional full day (24 hours) of Downtime and for business days only. The Supplier shall have no right to request any additional amounts/payment in connection with Downtime.

6.1.3. In no case the Client shall be liable for Downtime caused by veterinary or Customs authorities.

6.1.4. The agreed forfeits (fines) for Downtime shall not be paid to the Supplier, if the Supplier has failed to comply with the time limits indicated in the Forwarding Order for the provision of a vehicle for Cargo loading, has failed to comply with the time limits for Cargo loading and/or delivery, the delivered Cargo is damaged and/or insufficient quantity of the Cargo has been found, all or some of the Cargo Accompanying Documents have been lost and/or other cases of improper fulfilment of the Contract have been determined.

6.2. Liability of the Supplier.

6.2.1. The Supplier shall be held liable for the loss of the Cargo, both total and partial, and insufficient quantity of the Cargo or damage thereto from the moment of taking over the Cargo for Transportation until the moment of Cargo delivery to the Consignee, for the provision of a proper vehicle for loading and timely delivery of the Cargo, the proper fixing and stowage in the vehicle of the Cargo under transportation and the discharge of confidentiality and other obligations established in the Contract and in the applicable legislation.

6.2.2. The limits of Supplier liability and the grounds for exemption from liability shall be established in the Forwarding Order, the Conditions and the applicable legislation, including, but not limited to, the provisions of the CMR Convention

6.2.3. The Supplier shall be responsible not only for his own acts, omissions and mistakes but also for the acts, omissions and mistakes of his agents and any other Third Persons of whose services he makes use for the performance of Transportation, irrespective of whether the Third Persons were involved with or without the Client's consent

6.2.4. If the Supplier cancels the approved Forwarding Order less than 24 (twenty four) hours before the agreed time for the provision of a vehicle at the Place of Loading or is late to provide a vehicle to the Place of Loading by more than 2 (two) hours compared to the time agreed upon in the Forwarding Order, that shall be deemed to be a failure to provide a vehicle in which case the Client shall have the right to terminate the Forwarding Order and claim a fine equal to 10 (ten) percent of the agreed Transportation Price (Freight) without VAT from the Supplier, unless otherwise agreed in the Forwarding Order. A fine in the amount indicated in this paragraph shall be considered the minimum losses of the Client the size of which must not be proved by the Client. The cases when the Supplier delivers to the Place of Loading a vehicle which is unsuitable for

transportation and fails to comply with the applicable requirements, not all required documents are present etc. shall also be considered to be a failure to provide a vehicle. If the Client proves that losses resulting from the withdrawal of the Forwarding Order by the Supplier or failure by him to provide a vehicle are larger than the established fine, the Supplier must reimburse these losses at the Client's request.

6.2.5. The Supplier shall be liable for failure to provide a vehicle for loading at the agreed time and to deliver the Cargo to the Place of Unloading and/or the Customs office for customs formalities, as indicated by the Client. A delay by the Supplier in arriving at the Place of Loading/Unloading/Customs formalities shall result in a fine of EUR 100 (one hundred) for each new day of delay, i.e. 24 (twenty four) hours after the agreed time for the provision of a vehicle for loading or delivery of the Cargo to the Place of Unloading/Customs formalities, unless otherwise agreed in the Forwarding Order. A fine in the amount indicated in this paragraph shall be considered the minimum losses of the Client which the Client is entitled to claim from the Supplier and the size of which must not be proved by the Client. If the delayed arrival at the Place of Loading/Unloading/Customs formalities by the Supplier has resulted in the losses larger than the established fine, the Supplier must compensate for the losses at the Client's request.

6.2.6. The Supplier shall lose the right to avail himself of the provisions which exclude or limit his liability if the damage was caused by the Supplier's willful misconduct or through gross negligence.

6.2.7. The Supplier shall be prohibited from changing the registration plate of the vehicle to be used for Carriage and from transshipping the Cargo in transit from one vehicle to another without a prior written consent from the Client's competent employee.

6.2.8. If the fact of transportation of illegal goods or clandestine entrants together with the Cargo is established and the Cargo owner/Sender/Consignee decides to destroy the Cargo by reason of infringement of the requirements relating to hygiene, quality, safety of the supply chain and other similar requirements, the Supplier will be obliged to reimburse for the total value of the destroyed Cargo and all taxes and charges as well as other losses relating with the Transportation, despite the fact that the Cargo (or part thereof) is not damaged and was suitable for the intended purpose before its destruction.

6.2.9. The Parties hereby agree that if damage is caused to the Cargo, where the Supplier carries an excise Cargo, in the event of total or partial loss of the Cargo or damage thereto, the Supplier must pay compensation, at the Client's request, not only in respect of the value of the Cargo and other sums provided for in the CMR Convention, but also in respect of the costs of the acquisition, sending and attachment of labels and tax stamps, insurance, bank guarantees for tax stamps as well as any other taxes and charges relating to the carriage of excise Cargos and payable to the competent authorities.

6.2.10. The Supplier shall be prohibited from, on any grounds, stopping the Cargo in transit or terminating Cargo carriage on an instruction other than the Client's instruction and unloading the Cargo at a place other than the agreed Place of Unloading/Designation. Upon failure to comply with this condition the Supplier must, in accordance with the procedure laid down by these Conditions, pay the Client a fine in the amount of 50 (fifty) percent of the agreed Transportation Price (Freight) without VAT when so requested by the Client. A fine in the amount indicated in this paragraph shall be considered the minimum losses of the Client the size of which must not be proved by the Client.

6.2.11. The Supplier undertakes not disclose any confidential information received in the performance of the Contract and the Forwarding Order to any Third Party (confidential information means any information not available publicly in connection with the Client, the Cargo in transit, the Sender, the Consignee, the Cargo owner, etc.) and also not use this information to benefit themselves during the performance of the specific Forwarding Order and thereafter, including, offer their services directly to the Consignee, Recipient and/or Cargo owner to which the Contractor had no contractual relations on the moment of signing the Contract, 12 (twelve) months after completing their last Forwarding order. Upon failure to honor this obligation the Supplier must pay the Client, at the Client's request, a fine in the amount of EUR 5 000 (five thousand). A fine in the amount indicated in this paragraph shall be considered the minimum losses of the Client the size of which must not be proved by the Client.

Chapter VII. INSURANCE

7.1. The Supplier must have in place valid third-party liability (CMR) insurance for the entire period of Cargo Carriage for the sum insured sufficient to cover losses arising during the carriage of each specific Cargo. The third-party liability insurance shall be valid within the term of the Contract and within the entire period during which at least one of the Supplier's obligations remains effective.

7.2. The Supplier's CMR insurance must be valid for the kind of the Cargo carried.

Chapter VIII. FINAL PROVISIONS

8.1.1. This Contract shall enter into force at the time the Supplier receives a Forwarding Order and accepts it in writing by returning the signed Forwarding Order to the Client (including by email, Skype and/or any other electronic communications means) or agrees to carry the Cargo tacitly. In all cases the Contract shall be considered concluded (even without a separate written confirmation of the Forwarding Order from the Supplier), if the Supplier has provided a vehicle for loading the Cargo specified in the Forwarding Order.

8.1.2. The Contract shall end by the proper and full fulfilment of the contractual obligations assumed by the Parties or on other grounds laid down in the Contract and/or laws.

8.1.3. The Supplier shall have no right to stop the provision of the Carriage service started under the specific Contract.

8.1.4. The Contract shall be modified or amended only by written agreement by both Parties; however the Client may modify the Conditions unilaterally posting a new version of the Conditions on his website in advance, at least 30 (thirty) calendar days before the entry into force of the modified Conditions. As regards the specific Forwarding Order, in that case the version of the Conditions which was valid at the time of making out the Forwarding Order shall apply.

8.1.5. Any corrections to the text of the Forwarding Order shall not be valid unless confirmed in writing by both Parties to the Contract. If the Carrier corrected, deleted and/or supplemented the conditions of the Forwarding Order, but the Client has not approved the amendments in writing (has not signed separately next to each amendment made) and the Supplier provided a vehicle for loading, it shall be considered that the Carriage

Contract enters into force without the corrections, deletions and supplementations and the corrections made by the Supplier in no way impact the fulfilment of the Contract.

8.1.6. If any provision of the Contract is or becomes invalid, wholly or partially, that shall not affect the validity of the remaining provisions of the Contract.

8.2. Applicable law and dispute resolution.

8.2.1. All disputes arising from the Contract or relating thereto shall be finally resolved at the competent courts of the Republic of Lithuania according to the place of registration of the Client or at any competent courts in accordance with the provisions of Article 31 of the CMR Convention.

8.2.2. The Contract and the interpretation and application thereof, the obligations of the Parties and all other related issues shall be governed by the law of the Republic of Lithuania.

8.3. Notifications.

8.3.1. Notifications (information) sent under the Contract or related thereto must be made in writing and shall be considered properly delivered if sent by registered mail, e-mail, fax or delivered to the address indicated by the Parties in the Contract or by any other means, making it possible to record the sending of notification. An e-mailed or faxed notification shall be considered received by the addressee on the next business days after it has been sent. If a notification is sent by registered mail it shall be considered received by the addressee 3 (three) business days after it has been sent.

8.4. Confidentiality.

8.4.1. The Parties undertake to keep confidential and not to disclose and disseminate to Third Persons mutual agreements, the conditions of the Contract, the conditions of Forwarding Orders and correspondence between the Parties, and to treat the content of the agreements, the Contract, Forwarding Orders and correspondence as well as the information relating to the fulfilment of the Contract as a commercial secret which may be disclosed only in the cases laid down by laws. If a Party has any doubts as to whether some information is confidential, that Party must treat such information as confidential until such time as it receives a confirmation from the other Party that such information is not confidential.