

GENERAL TERMS AND CONDITIONS OF THE CARGO CARRIAGE CONTRACT

Applied from 15-12-2023

1. Subject Matter of the Contract

- 1.1. These General Terms and Conditions of the Cargo Carriage Contract (hereinafter referred to as the **General Terms and Conditions**) together with the Special Terms and Conditions and the Order for Carriage of Goods (hereinafter referred to as the **Cargo Carriage Order**) which also contains the Special Terms and Conditions of this Contract, constitute the Cargo Carriage Contract (hereinafter referred to as the **Contract**). By accepting the Cargo Carriage Order, the Carrier confirms that it has all the necessary powers to enter into the Contract, is familiar with the General Terms and Conditions, is familiar with and undertakes to comply with the internal rules of the "Elemental Holding Group, published on the website www.emp.lt and has the right to fulfil all the assumed obligations. The Carrier confirms that by confirming the Cargo Carriage Order, it agrees and undertakes to comply with all the General Terms and Conditions in force at the time of confirming the Cargo Carriage Order.
- 1.2. On the basis of the Contract, the Carrier undertakes to provide cargo transportation services to the Customer, to transport the cargo transferred by the Customer to the destination point and to issue it to the person entitled to receive the cargo, and the Customer undertakes to pay the specified fee for the cargo carriage.
- 1.3. This Contract regulates the relations between the Customer and the Carrier in planning, organising and performing international and local (within the Republic of Lithuania) cargo transportation and providing other related services by the Carrier.

2. Ordering of Cargo Carriage

- 2.1. For each carriage of cargo, the Customer shall submit to the Carrier a Cargo Carriage Order in accordance with the form attached to the Contract, which shall specify the conditions and peculiarities specified in the Cargo Carriage Order. The Cargo Carriage Order shall be completed, sent by the Customer to the Carrier and confirmed by the Carrier by the e-mail specified in the Contract (Special Terms and Conditions), without signing it separately.
- 2.2. The Carrier has the right to use third parties to perform its obligations. The person employed by the Carrier must meet all the requirements that the Carrier must meet under this Contract. In case of violation of the condition established in this Clause, the Customer has the right not to pay the Carrier the agreed price for the services and to demand compensation for the resulting losses.

3. Obligations of the Parties

3.1. The Customer hereby undertakes to:

- 3.1.1. Upon transfer of the cargo to the Carrier, transfer to the Carrier of the waste accompanying documents for the shipment of waste in accordance with Regulation (EC) No. 1013/2006, CMR consignment notes and (or) other documents, if required in a specific case (hereinafter referred to as "**accompanying documents**"), or indicate the place from which the Carrier may collect the accompanying documents in order for the Carrier to properly fulfil its obligations assumed under the Contract. This Clause does not release the Carrier of its responsibility under the law to provide all necessary and duly completed documents accompanying the cargo;
 - 3.1.2. Take responsibility for the correct address of the consignee, the correctness of the data of the written instructions and the accompanying documents;
 - 3.1.3. Inform the Carrier if the cargo is classified as non-hazardous or hazardous waste/dangerous goods and provide the necessary information on the hazard (type of dangerous goods, class of dangerous goods, number, safety measures, special transportation requirements, etc.);
 - 3.1.4. Settle with the Carrier in accordance with the conditions and procedure established in the Contract.
- 3.2. The Customer shall be liable for the Carrier's downtime only if the downtime occurred through the fault of the Customer and lasted for more than 24 hours (except for weekends and public holidays), and the Carrier has not violated the requirements of the Cargo Carriage Order, the Contract and legal acts. The Customer is not responsible for the downtime of the Carrier caused by the institutions/customs services performing environmental protection/waste supervision, regardless of whether these institutions refer to foreign countries or the Republic of Lithuania.

3.3. The Carrier hereby undertakes to:

- 3.3.1. Before confirming the Cargo Carriage Order, make sure that it is able and competent to carry the goods specified in the Cargo Carriage Order, including non-hazardous waste/hazardous waste/dangerous goods;
- 3.3.2. Respond properly and in a timely manner to any notification from the responsible authority related to carriage of waste.
- 3.3.3. Ensure all safety measures for the carriage of non-hazardous, hazardous waste/dangerous goods and compliance with the requirements for the carriage of such goods. The Carrier undertakes to indemnify all losses incurred by the Customer and third parties due to improper carriage of non-hazardous, hazardous waste/dangerous goods and/or non-compliance with legal requirements, as well as to individually cover all fines and other payments arising from non-compliance with legal acts when carrying such cargoes.
- 3.3.4. Inform the Customer not later than 1 working hour in advance about the vehicle in which the carriage will be performed, as well as provide information about the driver (s) performing the carriage or other information and documents;
- 3.3.5. Carry the cargo in accordance with the conditions agreed with the Customer in accordance with the documents accompanying the cargo, received at the places of loading and customs clearance, to transfer the cargo to the consignee together with the relevant documents accompanying the cargo. The route of the cargo carriage must comply with Regulation (EC) No. 1013/2006 as of 14-06-2006 and the conditions of documents accompanying the carriage of waste laid down therein.
- 3.3.6. During the cargo carriage, parking spaces must meet the requirements for the safest and most economical cargo carriage, including but not limited to the obligations:
 - a) not to leave the cargo in the underground areas if the means of protection against entering the ground and leakage detection system and ventilation systems are not installed;
 - b) not to leave the cargo in an unenclosed and unprotected area;
 - c) not to leave non-hazardous, hazardous waste/dangerous goods in unauthorized places, otherwise to make sure that such places have a shelter to protect the waste from precipitation and direct sunlight, wind and other negative effects of the environment;
 - d) when transporting loose solid materials, comply with the minimum requirements established by law to reduce dust during storage, handling and carriage of loose solid materials.
- 3.3.7. Submit to the place specified by the Customer the requested (required) type, technically tidy and properly prepared vehicle and all documents necessary for transportation and operation of the vehicle, considering the cargo to be transported. By confirming the Cargo Carriage Order, the Carrier confirms that only a suitable vehicle will be used for the carriage, at the choice of the Carrier. Provision of an unsuitable vehicle shall be considered as failure to provide a vehicle. When transporting hazardous waste, the load compartment of the vehicle must be covered with an impermeable coating resistant to the destructive effects of liquids and must have facilities for collecting leaking liquids and/or the facilities to prevent the release of pollutants into the environment and comply with other requirements for the transportation of dangerous goods, if they should apply to a specific cargo;
- 3.3.8. Ensure that the transported cargo does not endanger public health and the environment, there is no spillage, evaporation or other release into the environment;
- 3.3.9. Inform the Customer about the movement of cargo on the entire route of cargo movement.
- 3.3.10. Ensure receipt of missing information, including but not limited to: correct data of the customer, carrier and consignee, contact details of responsible persons, cargo loading and unloading (delivery) address and time, cargo data (nature, quantity, weight, location, marking, packaging and safety requirements, special carriage/storage conditions), instructions on customs clearance and other formalities. The Carrier confirms that, being a professional, it is responsible for identifying the missing information and receiving or requesting this information from the Customer, eliminating all inaccuracies and omissions in the cargo information before the initiation of the carriage;
- 3.3.11. Ensure that the driver (s) actually involved the carriage participate in the loading and unloading of the cargo, inspect the documents and ensure that all documents accompanying the cargo are duly completed and signed and that the carried cargo complies with the specifications specified in the documents, is properly fixed, packaged and marked in accordance with the requirements for the specific cargo;
- 3.3.12. Ensure that the employees of the Carrier or other third parties engaged in the carriage comply with all applicable legal requirements and have the necessary and valid permits/certificates/licenses/registrations for the provision of the service, valid insurance against damages to third parties, the carriage of the relevant cargo route countries;

- 3.3.13. Ensure that the cargo carriage complies with the requirements of national and international legislation (including, but not limited to, Regulation (EC) No 1013/2006 of 14 June 2006 on the shipment of waste, the European Agreement concerning the International Carriage of Dangerous Goods by Road), and/or the legal requirements of the foreign country through which the cargo is carried, including requirements for the shipment of waste (non-hazardous and hazardous). It is considered that all the requirements for the cargo carriage have become known to the Carrier from the moment of confirmation of the Cargo Carriage Order;
- 3.3.14. Immediately inform the Customer about all problems that have arisen during loading, carriage, unloading of cargo, completion of customs formalities and other obstacles that may affect the proper performance of obligations assumed under the Contract;
- 3.3.15. Inform the Customer about all delays, accidents and other events that may change the delivery time of the cargo or endanger the safety of the cargo;
- 3.3.16. Immediately inform the Customer about the delivery of the cargo to the consignee, provide the Customer with all documents related to the transportation / delivery of the cargo, documents confirming the shipment of waste according to the specific order.
- 3.3.17. Ensure that vehicles used for the transportation meet the exhaust emission standards not lower than EURO 5 and EURO 6.

4. Payment Procedure and Terms

- 4.1. Evidence of fulfilment of the order must be provided to the person specified by the Customer, i.e. 1 original of the CMR consignment note with the stamps of the consignor and the consignee, a document certifying the shipment and delivery of the waste (in accordance with Regulation (EC) No 1013/2006 of 14 June 2006) and confirmation that the cargo in the specific order has been delivered to the agreed place - the invoice for the agreed amount, the originals of the export declarations, the loading sheets and other certificates as appropriate. Failure to comply with the specified requirements (or only partial fulfilment thereof) shall result in the suspension of payment for the services to the Carrier until the Carrier has duly fulfilled its obligations. If the Carrier loses any document issued during the carriage, the Carrier must receive the lost document or a duplicate of the document upon its own initiative and at its own expense. The Parties agree that the losses related to the suspension of payment, including the costs of obtaining copies of documents, shall be borne by the Carrier.
- 4.2. The VAT invoice is sent to the Customer by e-mail. The VAT invoice should obligatorily include the number of order, route and register numbers.
- 4.3. The price of the carriage services agreed by the Parties specified in the Cargo Carriage Order includes all normal and estimated costs of the Carrier, including but not limited to fuel costs, vehicle maintenance and repair costs, salaries of drivers and other persons employed by the Carrier (in all jurisdictions), cargo handling, fastening equipment, taxes and charges payable by the Carrier (for example, road taxes), expenses related to preparation and receipt of cargo accompanying documents, permits, licenses and other required documents.

5. Cargo Insurance and Liability of the Parties

- 5.1. Liability for carriage under the CMR Convention shall be insured at the expense of the Carrier for the entire period of validity of the Contract and shall remain in force for as long as at least one of the Carrier's obligations applies in all States through which territories the cargo will be carried. The Carrier's insurance contract must be valid for high-risk cargo. When transporting non-hazardous, hazardous waste/dangerous goods, the Carrier must have insured against its civil liability for damage (which includes damage caused by carriers) that may be caused to third parties and/or their property and the environment in the course of these activities. The Customer has the right to request evidence confirming the existence of the insurance contract, as well as the Customer has the right to give instructions to the Carrier regarding cargo insurance.
- 5.2. The Carrier may reload the transported cargo only with the consent of the Customer. In accordance with Regulation (EC) No 1013/2006 of 14 June 2006 the Carrier must update the reloading information and any other information in the documents accompanying the cargo and provide these documents to the Customer.
- 5.3. The Carrier shall be liable for the loss of or damage to all or a part of the cargo from the time it is accepted for carriage until the moment of its delivery, as well as for the delivery or non-delivery of the accompanying documents (including Regulation (EC) No 1013/2006 of 14 June 2006). The cargo is considered to have been taken from the moment of its acceptance for loading, when the cargo is handed over to the consignee,

after unloading the cargo from the vehicle, performing all necessary operations with the cargo (grouping, inspection) and proper processing of delivery.

- 5.4. The Carrier undertakes to indemnify for all damages incurred by the Customer due to actions or omissions of the Carrier and/or its third parties, including due to gross negligence of the Carrier and/or its third parties, established practices, contractual obligations, when behaved in a manifestly frivolous manner or in disregard of mandatory legal requirements or in violation of the established requirements for the cargo carriage. The Carrier, using the services of third parties (subcontractors), shall not be entitled to transfer the responsibility for the damage and/or loss of the cargo to such person and for the damage caused to the Customer due to non-performance of obligations.
- 5.5. The Carrier shall be solely liable and indemnify for fines, losses (including damage to the environment) or other negative consequences caused to the Customer due to violations of national or foreign legislation through which the carried if performed in accordance with the procedure established by both the CMR Convention and the CC of the Republic of Lithuania, including requirements arising from the nature of the cargo.

6. Disputes

- 6.1. All disputes and disagreements arising from the Contract and/or specific orders shall be settled by way of negotiations. In case of disagreement between the Parties, all disputes arising from this Contract and (or) specific orders and related to them shall be settled in accordance with the procedure established by the legal acts of the Republic of Lithuania according to the location of the registered office of the Customer.

7. Validity of the Contract

- 7.1. This Contract shall enter into force upon confirmation of the Cargo Carriage Order in accordance with the General Terms and Conditions.
- 7.2. This Contract may be amended or supplemented upon written agreement of the Parties, unless otherwise provided in this Contract.
- 7.3. The Customer has the right to unilaterally terminate the Contract immediately in writing (by e-mail) from the date specified in the notice, which may coincide with the date of submission of the notice, if the Carrier commits a material breach of the Contract, i.e. the Carrier does not ensure compliance with the requirements for competence and/or skills of the driver or other third parties, the required documents and permits, the legal requirements for the relevant cargo, as provided for in Clause 3 of the General Terms and Conditions.
- 7.4. If the Contract is terminated in accordance with the terms of Clause 7.3 of the General Terms and Conditions, each Party shall fully perform its obligations under this Contract assumed before the date of termination of the Contract.

8. Miscellaneous

- 8.1. The Contracting Parties may process the personal data of the representatives/employees of the other Party in order to conclude and properly execute the contracts, record the concluded transactions, control their execution and settlement. The Parties undertake to comply with Regulation (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, provisions of the Law on the Legal Protection of Personal Data of the Republic of Lithuania and other legal acts regulating the protection of personal data on the processing of personal data.
- 8.2. The Parties agree not to disclose to any third party any confidential information obtained by the Parties in the performance of the Contract without the written consent of the other Party. Such information may be disclosed to third parties with the prior consent of the other Party or where a Party is required by applicable legal acts to disclose such information to the competent authorities.