UAB TARPTAUTINĖS LOGISTIKOS CENTRAS
GENERAL TERMS AND CONDITIONS OF A FREIGHT FORWARDING AGREEMENT

These general terms and conditions of a freight forwarding agreement are an inseparable part of the agreement, signed between UAB Tarptautinės Logistikos Centras (hereinafter – the Agreement):

1. Subject

1.1. The Forwarder undertakes to provide the Client with forwarding and other additional services, related to the Client’s cargo, indicated in the Agreement (hereinafter – the Cargo) and listed in pt. 3.1 of these terms and conditions agreed upon by the Parties (hereinafter – the Services) and the Client undertakes to pay for these services in accordance with this Agreement.

1.2. The basic Freight forwarding terms and conditions are indicated in the Agreement.

1.3. The Forwarder begins to provide the Services upon receiving all documents, related to the Cargo and necessary for the provision of the Services.

2. Price and settlement procedure

2.1. The Service price is calculated according to tariffs, indicated in the Agreement.

2.2. The Client pays the Forwarder the Service price according to the VAT invoice, submitted by the Forwarder within the term specified in the Agreement.

2.3. The Client also must remunerate the Forwarder the costs of providing the Services as much as they are not covered by the Service Fees. The Client must make an additional payment for such costs to the Forwarder in 3 (three) days since the issue of the Forwarder’s VAT invoice and the receipt of the documents to confirm these costs.

2.4. The Client pays the Forwarder the Service price and other costs, indicated in pt. 2.3 of these terms and conditions by making a monetary transfer to the Forwarder’s bank account, indicated in the Agreement.

2.5. Any fees, taxes and other amounts, payable by the Client, and the payment for the Cargo transportation agreements, entered into by the Client, will be covered by the Client directly to the receivers/service providers or entitled persons, unless the said fees, taxes and other amounts, as well as the transportation cost, were included into the Service price or was paid for by the Forwarder and submitted to be covered by the Client in accordance with pt. 2.3 of these terms and conditions.

3. Parties' rights and obligations

3.1. Upon the Parties’ agreement regarding the provision of specific Services in the Agreement, the Forwarder can provide the following Services:

3.1.1. organise the acceptance, unloading, packaging, sorting, fumigation, warehousing, loading and dispatching of the Cargo;

3.1.2. organise the weighing and transporting of the containers;

3.1.3. organise appropriate documentation of the Cargo documents, get the documents, necessary for the export and take care of all other formalities;
3.1.4. represent the Client in the execution of customs procedures or other customs actions, as well as provide related services;

3.1.5. intermediate during the ordering and receiving of the Cargo insurance;

3.1.6. organise the transportation of Cargo by the means, chosen by the Forwarder (land (railway, road), sea or air), and the route, as well as to enter into Freight forwarding agreement under their name (including contract of affreightment), which meets the key Cargo transportation conditions, coordinated by the Parties.

3.2. Should the Client fail to submit the necessary information for the appropriate provision of Services or be late in the settlement with the Forwarder, the Forwarder must report this to the Client and has a right to suspend the implementation of the Agreement until the said information is provided or the debt – paid.

3.3. The Forwarder has a right to hire third persons for the implementation of one’s duties under the Agreement.

3.4. The Client undertakes:

3.4.1. to provide the Forwarder with the entire information and documents, necessary for the appropriate implementation of the Forwarder’s obligations under the Agreement, as well as to ensure that the said information and documents are true;

3.4.2. to remunerate the Forwarder for any losses, incurred due to the failure to implement or improper implementation of the obligations, indicated in pt. 3.4.1 of these terms and conditions on the Client’s part;

3.4.3. to ensure that the Cargo, provided for the provision of Services, is insured, except when it is commissioned to the Forwarder;

3.4.4. to ensure that at the time of delivery/transfer the Cargo meets the requirements, indicated in pt. 3.5 of these terms and conditions;

3.4.5. to pay the Forwarder the Service price and other amounts due in accordance with the procedures of pt. 2.2, 2.3 and 2.4 of these terms and conditions, also to pay the amounts, provided in pt. 2.5 of these terms and conditions;

3.4.6. to issue the Forwarder an authorisation letter, if deemed necessary for the provision of the Forwarder’s services;

3.4.7. to ensure that the agency services for the vessel, carrying the Cargo, are entrusted with the Forwarder;

3.4.8. to return the Forwarder or another person, indicated by the Forwarder, with a container of the same condition, which was given to the Client (in case of the Forwarder’s complaint regarding the condition of the container, the Client must prove that the condition of the container is the same as it was during the transfer to the Client, and, in case of failure to do so, the Client will be deemed responsible for the deterioration of the container).

3.5. The Client must ensure that the Forwarder is delivered/transfered the Cargo, which meets all characteristics, indicated in the Agreement, at the time of delivery/transfer, while its factual weight at the time of delivery/transfer meets the weight, indicated in the Cargo transport documents. In case the Cargo does not meet any of the characteristics, indicated in the Agreement, at the time of delivery/transfer, and/or if its factual weight at the time of delivery/transfer does not meet the weight, indicated in the Cargo transport documents, the Forwarder has a right to refuse to accept the Cargo and suspend the provision of Services until the Parties enter into a written agreement regarding further action, while the entire risk of Cargo storage and loss in the said period, as well as the costs or any other related costs or losses, fall on the Client. In all cases, the loss of Cargo weight, which incurred during the
provision of the Services and does not exceed 0,5 (five tenth) per cent, will be regarded as a natural loss that will not become a basis for the Client's claims against the Forwarder.

4. Responsibility of the parties

4.1. Should the Client fail to settle with the Forwarder in accordance with pt. 2.2, pt. 2.3 and pt. 2.4, the Client undertakes to pay the Forwarder a 0.02 (two hundredths) per cent interest from the amount due for each day of delay.

4.2. Should the amount due by the Client for the Services rendered exceed 5,000 (five thousand) Eur and should the Client fail to pay the entire debt in 5 (five) days from the Forwarder's notice, the Forwarder has a right to suspend the Cargo until the entire debt is paid or sell the Cargo and cover the Client's debt from the amount received for the Cargo. In such case the Forwarder will not be held liable for any losses, incurred by the Client or other persons.

4.3. The Forwarder is not held liable for:

4.3.1. the loss, incurred due to the improper quality, insufficient amount of the Cargo, or incorrect data, or if the Forwarder was not properly informed of the content, amounts or other qualities of the Cargo (including inaccurate data or lack of data, provided by the Client);

4.3.2. the losses of the Client or third persons, incurred due to the termination of the Agreement under pt. 3.2 of these terms and conditions or in case of refusal to accept the Cargo under pt. 3.5 of these terms and conditions.

4.4. In cases, when the Cargo causes damage to third persons for any reasons, the person liable for such damage is the Client.

4.5. The Client is responsible for the downtime of the container/transport vehicle if the Cargo has not left or was not loaded/unloaded in the given time not due to the Forwarder's fault, and must remunerate the related costs. The Forwarder's illegal actions and fault must be proven by the Client.

5. Settlement of disputes

5.1. All disputes and disagreements, related to the Agreement, will be settled by negotiations of the Parties.

5.2. In case of failure to settle a dispute in ways indicated in pt. 5.1 of these terms and conditions, it will be settled in accordance to the law at Kaunas District Court or Kaunas County Court.

6. Other provisions

6.1. The Agreement comes into force upon the day of signing and remains in force until the contractual obligations are fulfilled.

6.2. The Agreement may be terminated:

6.2.1. by a written agreement of the Parties;

6.2.2. in cases, provided in pt. 6.3 of these terms and conditions.

6.3. Should any of the Parties fail to implement their contractual obligations or do it improperly, the other Party has a right to demand the said Party to mend their violations in a term that is not shorter than 5 (five) days. Failure to mend the violations in the determined term may result in the termination of the Agreement out of court and the guilty Party will be obliged to remunerate any losses, incurred by the other Party due to the termination of the Agreement (if the Agreement provides the basis and conditions of liability). In cases, when the guilty Party is the Client, the Client will also pay the Forwarder for the Services rendered before the termination of the Agreement, as well as other costs incurred, listed in pt. 2.3 of these terms and conditions, and also will pay the costs, indicated in pt. 2.5 of these terms and conditions.
6.4. Upon termination of the Agreement under pt. 6.2.2 of these terms and conditions, the Client must fulfil the obligations undertaken before the termination of the Agreement.

6.5. The conditions of the Agreement may be amended or supplemented by written agreement of the Parties and become an integral part to the Agreement.

6.6. All messages, related to the Agreement, or documents, delivered to the other Party upon signature or by registered mail, via courier, by fax or by e-mail will be done so to the contacts, indicated in the Agreement. The Parties must immediately inform each other in writing on any changes in the contact details (address, fax, e-mail), since before such information is received, all messages or documents, sent to the Party at the contacts, indicated in the Agreement, will be regarded as duly delivered.

6.7. Messages or documents, sent by fax or e-mail, indicated in the Agreement, will be regarded as received, when the Party that the message or document was sent to by fax or e-mail, indicated in the Agreement, has sent a confirmation to the other Party that the message or the documents were received.

6.8. Freight forwarding conditions are regulated by the Civil Code of the Republic of Lithuania and the following major legislation (except for any exceptions, indicated in the Agreement):

6.8.1. in case of land transport – Road Transport Code, Convention on the Contract for the International Carriage of Goods by Road (CMR);

6.8.2. in case of railway – Lithuanian Rail Transport Code, CIM regulations, International Rail Freight Agreement (SMGS);

6.8.3. in case of transporting by sea – Merchant Shipping Act, the Hague-Visby Rules, Hamburg Rules;

6.8.4. in case of air transport – Aviation Law, Rules for the carriage of passengers, baggage, mail and cargo by air, Montreal Convention, Warsaw Convention.

[Signature]

Direktorius
Justas Kairys