

GENERAL CONDITIONS OF SERVICES/CONTRACT

1. Subject of the Agreement
2. The Client entitles the Forwarder and the Forwarder undertakes to provide the Client, by means of the latter, with cargo shipment arrangement services and to accomplish other activities associated therewith for the remuneration agreed.
3. Rights and obligations of the Parties
 - 3.1. The Forwarder:
 - 3.1.1. Shall perform all actions related to the cargo shipment or (and) shipment arrangement following the terms and conditions agreed with the Client in advance;
 - 3.1.2. Shall inform the Client about the movement of the cargo throughout the whole of the route;
 - 3.1.3. Shall mediate in insuring the Client's cargo if this has been additionally agreed upon;
 - 3.1.4. Shall follow the Client's instructions specified in cl. 2.2.5 of this Agreement;
 - 3.1.5. Shall be entitled to set the payment conditions ex-parte in case of breach of the Agreement by the Client;
 - 3.1.6. Shall be entitled to withhold the cargo in case the Client does not pay within the time specified;
 - 3.1.7. Shall indemnify the Client from the losses if these have incurred due to the non-performance or improper performance of this Agreement. In case this Agreement has been breached due to non-performance or improper performance of the carriage agreement, the liability of the Forwarder shall be determined according to the rules applicable to the carrier's liability.
 - 3.2. The Client:
 - 3.2.1. Shall provide the Forwarder with the documents and information concerning qualities of the cargo and transportation conditions, as well as other information necessary for the Forwarder so that he can duly perform his undertakings according to this Agreement;
 - 3.2.2. Shall be responsible for the cargo is properly prepared, packed, and fastened unless the Forwarder is charged with the foresaid;
 - 3.2.3. Shall pay for the cargo shipment or (and) other services ordered;
 - 3.2.4. Shall warrant and reimburse the additional expenses of the Forwarder incurred while executing this Agreement, such as but not limited to storage, demurrage, detention of equipment and/or vehicle, additional operations requested by customs authorities;
 - 3.2.5. Shall inform the Forwarder as to the perishable cargoes and peculiar qualities of the cargo due to which may damage to the other cargo, people or environment appear; and shall provide with the instructions for storage, loading, stowage, carriage and care of the cargoes foresaid;
 - 3.2.6. Shall be liable for the correctness of the data and information provided in the cargo documentation and shall indemnify the Forwarder from all losses incurred due to failure to provide with proper, correct and complete documentation or information;
 - 3.2.7. Shall pay to the Forwarder a fine of EUR 100 for every day delayed or every container or mean of transportation not used in case the Client fails to produce the cargo or to use the

container or any mean of transportation provided, unless the foresaid occurred because of the Act of God, cessation or limitation of the carriage due to transport legislation or in other cases foreseen in transport or other legislation;

3.2.8. Shall compensate for the expenses related to any claim under this Agreement, as well as for the administration, exaction of the debt and the activities related.

4. Payment terms and conditions

4.1. The amount of payment for the services shall be specified in the order, which shall become a part of the Agreement.

4.2. The procedure of payment shall be specified in the Annex unless it is specified in this Agreement.

3.3. The settlement for the services shall be carried out by money transfer to the bank account specified by the Forwarder. All banking charges, including intermediary bank charges, are for the Client's account.

3.4. The settlement shall be deemed as done since the moment when the money is deposited in the bank account specified by the Forwarder.

3.5. In case of delayed payment the Client shall pay an interest of 0,1 % of the sum unpaid per each day of delay. The interest shall be deemed minimal loss of the Forwarder.

3.6. A claim or any request to compensate for damage does not enable The Client to delay partially or in full the payment for the services.

3.7. Failure to perform the monetary obligations in due time shall be the material breach of the Agreement.

4. Confidentiality

4.1. Confidential information shall mean all information and (or) all data about the Party that have potential commercial (trade) value because of non-disclosure to third parties:

4.1.1. Present, former and potential investors, partners, representatives, suppliers, clients and other related to the Party persons;

4.1.2. Legal, financial or any other status of the Party and (or) of the persons, mentioned in clause 4.1.1.;

4.1.3. Agreements, terms of agreements, considerations of possible negotiations, transactions, intentions, plans, strategies, property, fulfilled or unfulfilled obligations, reports or investigations;

4.1.4. Marketing, management, prices of services and products, structure of prices, methods of service provision and of other activities.

4.2. The Parties shall use Confidential information according to the purposes of this Agreement or in the cases set forth in Laws.

4.3. The Party shall not disclose and (or) shall not transfer the other Party's Confidential information to third parties without the prior written consent of the other Party.

4.4. The Party shall take appropriate measures to keep Confidential information secret and protect such information from unauthorized access and unauthorized processing.

5. Miscellaneous

5.1. All disputes related to the execution of the Agreement shall be solved by the agreement of the Parties hereto. In case of failure to solve the conflict, it shall be solved following the procedures set forth in the Laws of the Republic of Lithuania.