



**General Terms and Conditions for Transport, Freight and Freight Forwarding Services with (sub-) Contractors**

**DUVENBECK as a client**

(Date: 16.02.2024)

**1. Scope of application; Deviating agreements**

1.1. The following General Terms and Conditions apply to all orders of the **Duvenbeck Group** (hereinafter referred to as the "Client") with entrepreneurs (hereinafter referred to as the "Contractor") regarding the carriage of goods by motor vehicle in national or international road haulage transport.

1.2. These terms and conditions are governed by the Lithuanian Civil Code (Articles 6.808–6.843) for domestic carriage. The mandatory provisions of the CMR Convention apply to international transport. German law applies only to the extent it does not contradict Regulation (EC) No 593/2008 (Rome I).

1.3. Lithuanian law No, The Contractor to comply with the European Parliamentary and Council Directive (EU) 2020/1057, adopted by 2020. July 15, which is part of mobility Package I.

**2. Conclusion of the contract**

2.1. The orders are placed in writing, orally or by telephone or in electronic form (via data transmission, web portal or e-mail).

2.2. If a framework agreement exists between the Client and the Contractor, the Contractor undertakes to accept and execute orders without delay or after the Client has called them off. If the Contractor is unable to carry out the order for any reason, he must inform the Client immediately.

**3. Execution of transport**

3.1. The loading and unloading dates agreed with the Customer are fixed dates. The Contractor shall ensure that the goods are taken over at the place of loading in time within the agreed time horizon, are transported and delivered to the recipient at the place of destination within the deadline as well as loss- and damage-free.

3.2. If the Contractor fails to provide the vehicle on the date and time agreed in the Contract, or provides a vehicle that is not suitable for the specific transport (e.g., technically unfit, non-compliant with safety or road traffic regulations), the Customer shall have the right, after a period of 4 (four) hours from the originally agreed time of provision, to arrange for a substitute vehicle at their own expense. In such a case, the Customer shall have the right to claim from the Contractor reimbursement of the costs incurred for procuring (or renting) the substitute vehicle, but not less than EUR 150.00 (one hundred and fifty euros) for each such incident, as a contractual penalty. The Contractor shall have the right to prove that the Customer suffered less damage or no damage at all due to the non-provision or unsuitability of the vehicle. In such case, the amount of the penalty may be reduced or waived.

3.3. The Contractor must immediately inform the Client about any obstacles that may affect the acceptance, transport, and delivery of goods, including but not limited to delays, deviations from the agreed schedule (e.g., quantity discrepancies, damage), as well as any other disruptions or hazards during performance, even if these disruptions result from unavoidable events or force majeure circumstances. The information must be provided to the Customer via email, SMS, or other written means. If the Contractor fails to fulfill this obligation to inform the Customer, they shall pay the Customer a one-time penalty equal to 20% of the agreed freight amount. The Contractor has the right to prove that the damage was less than the penalty amount, but the Customer has the right to claim higher compensation by providing appropriate evidence. Furthermore, the Customer is entitled to recover damages related to delays, obstacles, and any other disruptions to the transportation and delivery of goods that arose due to the Contractor's actions, even if the penalty has been paid.

3.4. The Contractor shall grant the Client access to the GPS vehicle tracking system used by the Client for the purpose of position, transit time and status control or shall make this data available to the Client in a timely manner. The data protection regulations are followed by the client.

**3.5. Transmission of status messages**

The Contractor is obliged to transmit arrival and departure times of any loading and unloading points to the Duvenbeck Contractor Portal immediately, but within 30 minutes of arrival or departure.

Alternatively, it is possible to provide Duvenbeck with the authorization for the GPS position reports of the carrier's vehicles or to use the Duvenbeck APP.

Tracking times transmitted by e-mail or telephone are not accepted and are not considered as binding information.

3.6. The Contractor is responsible for the loading and unloading of the goods (loading secure for transport and operationally-safe loading), their securing on the vehicle and their sufficient guarding, insofar as not otherwise agreed in an individual case. If the loading is carried out by the Customer in an individual case without such an agreement, it shall act as vicarious agent of the Contractor.

3.7. The Contractor has to document the take-over and delivery of the goods either on the freight documents envisaged by the Customer or by using electronic systems in full and truthfully. With the take-over of the goods as well as at each further interface the Contractor will examine the parcels for completeness and identity as well as for externally visible damages and intactness of lead seals and locks and document possibly determined irregularities in writing. The Contractor will have occurred irregularities confirmed in writing by presenting all details by the party, from which it took the goods over and by the party, to whom it hands over the goods. The interface is each transfer of the goods from one legal entity to another as well as the delivery at the end of each transport route. If the Contractor takes a sealed unit over (e.g. swap body bridge (WAB), swap box, container) then its control obligation shall be limited to a control of the identity and the external intactness of the unit and the lead seal.

3.8. The Contractor undertakes to check the suitability of the packaging for the proper execution of the transport before taking the goods, insofar as this is deemed reasonable for



it. In case of defects or misgivings with regard to the packaging the Contractor has to report this to the Customer without delay.

Should no report of defects have been made by the Contractor, the presumption will apply that the goods, which were taken over, were properly packed, labelled and handed over.

3.9. The Contractor undertakes, without freight cost calculation, to return to the Customer within 14 (fourteen) calendar days from the acceptance of the shipment, the same number of euro pallets and mesh boxes (of the same type and quality) as received from the Customer for the execution of this order. Unless otherwise agreed in writing, the Cologne pallet exchange (*Kölner Palettentausch*) system shall be deemed applicable

3.10. If the Contractor fails to return the pallets or net boxes within the agreed time frame, the Customer shall have the right, after a single reminder, to require the Contractor to pay a penalty of EUR 12.50 (per pallet) and EUR 85.00 (per net box), plus the legally applicable value-added tax (VAT) for each pallet and net box that was not returned. The Contractor has the right to prove that the damage caused by the failure to return the items was less than the penalty amount, but the Customer retains the right to claim higher damages by providing appropriate evidence. The Customer is entitled to recover damages related to missed shipments and unreturned loading equipment as additional losses resulting from the Contractor's failure to fulfill obligations related to freight payments and charges.

3.11. The Contractor is entitled to use subcontractors, insofar as no highly personal service has been agreed. The Customer can, however, object to the use of a subcontractor with the consequence that the use of a specific subcontractor is to be refrained from, in case of an important reason. An important reason exists in particular if the envisaged subcontractor, with an objective consideration, does not offer the guarantee for a fulfilment in line with the contract, or has breached relevant statutory provisions or the safety provisions of the Customer already over the course of fulfilling contracts of the same kind.

3.12. If the Contractor does not fulfil the contractually agreed services itself, but commissions a third party (sub-freight forwarder, executing freight forwarder, subcontractor) herewith, it shall among others ensure by corresponding agreements with the third party and by regular controls that this third party and its further vicarious agents comply with the statutory and contractual obligations of the Contractor, in particular the provisions of Subclauses 4 and 8 of these contractual terms and conditions. The Contractor undertakes to compensate all damages, which are suffered by the Customer due to the breach of the obligations according to this Subclause.

3.13. The Contractor assures that it will only park the goods on a sufficiently secured site and guarded or locked car parks or business depots and will protect these against theft. The Contractor must report each unscheduled stop to the Customer without delay.

3.14. If the Contractor fails to fulfill the obligations set forth in the Contract, only partially fulfills them, or fulfills them inadequately, the Customer has the right to unilaterally terminate the Contract and engage third parties to complete

the performance. The Contractor shall compensate the Customer for all additional costs incurred as a result of the Contractor's non-performance, including, but not limited to, costs related to third-party services.

#### 4. Special obligations of the Contractor

4.1. **The Contractor confirms** that they possess all necessary permits and licenses required to carry out transportation under the Road Transport Law of the Republic of Lithuania and other applicable legal acts. This includes, but is not limited to, the following permits and licenses:

- 4.1.1. **License to perform commercial road transport** (according to the Road Transport Code of the Republic of Lithuania);
- 4.1.2. **Community license**, authorizing international transport activities;
- 4.1.3. **Third-country license**, if applicable, according to relevant international agreements;
- 4.1.4. **CEMT license**, if required by European Economic Area regulations;
- 4.1.5. **Swiss license**, if transport is carried out to or from Switzerland or through it, according to agreements with this country.

The Contractor undertakes to comply with all legal acts related to road transport and to provide the Customer with the necessary documents confirming that all required permits and licenses are valid and in accordance with the applicable laws.

- 4.2. The Contractor shall ensure that the services are carried out within the scope of the legal provisions applicable for it and its vicarious agents, in particular by complying with the Lithuanian regulations governing working and rest time of drivers, road safety and social requirements. The Contractor shall in particular ensure that it and any subcontractors – if applicable – comply with the provisions of the Lithuanian Labour Code, including the obligation to pay employees at least the statutory minimum wage established by the Government of the Republic of Lithuania, as well as applicable tax and social security obligations. At the Customer's request, the Contractor shall provide written proof of such compliance. The Contractor assures that it no official or court sanctions were imposed upon it in the past owing to breaches of these or other statutory obligations (insofar as already applicable to it) in the field of wage payments, in particular in this context it has not been excluded from public orders. The Contractor will report to the Customer immediately, if such breaches or exclusions should occur during the term of the contract. Furthermore, the Contractor shall conclude identical or at least corresponding agreements with its subcontractors (sub-freight forwarders) and shall pay these remuneration, which enables a payment of the minimum wage to their employees. The Contractor will indemnify the Customer from all claims, in particular of fines, which are asserted against the Customer in the event of a breach of the statutory regulations described above. OR The Contractor shall ensure that the services are performed in compliance with all applicable legal requirements for itself and any subcontractors, particularly concerning the working and rest time regulations for driving personnel (social regulations), employee protection, and the



obligation to pay at least the minimum wage as required by law. The Contractor guarantees that it and its subcontractors (if any) shall comply with these obligations and, if required under EU or national law, submit the necessary declarations or notifications to competent authorities. The Contractor assures that it has not been subject to official or court sanctions nor excluded from public procurement due to violations of such obligations. The Contractor shall immediately inform the Customer if such violations or risks arise during the term of the contract. Furthermore, the Contractor shall conclude identical or equivalent contractual provisions with its subcontractors and shall pay them remuneration enabling them to pay their employees no less than the statutory minimum wage. The Contractor shall indemnify the Customer against all losses and claims, in particular fines, that may be imposed on the Customer due to any breach of the aforementioned legal obligations.

4.3. If the Contractor deploys vicarious agents, he guarantees that the vicarious agents employed have the necessary work permit and a valid social security card.

The Contractor warrants that the provisions of the Posted Workers Act (AentG) are mandatory for the Contractor's subcontractors when using vicarious agents.

The Contractor shall indemnify the Client against all claims, in particular fines, which are asserted against the Client in the event of a breach of the previously mentioned statutory provisions.

4.4. The Contractor will strictly comply with the relevant regulations regarding the transport of hazardous goods. For the event that hazardous goods are to be transported, insofar as necessary, it shall only use personnel and vehicles, which have an ADR certificate or hazardous goods equipment according to GGVSE.

The Contractor furthermore assures that it shall always comply with the statutory regulations concerning cabotage.

4.5. The Contractor guarantees that it and its subcontractors will comply with all binding legal acts governing the combatting of illegal employment in commercial road haulage, including but not limited to the provisions of the Labor Code of the Republic of Lithuania and other applicable Lithuanian laws and international agreements regulating labor conditions and employment control.

4.6. The Code of Conduct of the Customer is to be complied with. This is available on the website <https://www.duvenbeck.de/code-of-conduct/> or will be made available to the Contractor free of charge upon request.

4.7. The Contractor will only use vicarious agents, which have the necessary knowledge and skills as well as the necessary reliability for the execution of the transports. Persons, who have a criminal record because of asset-related offences, in particular owing to theft, embezzlement and robbery or because of traffic offences, may in no way be used to fulfil the contractual services. The vicarious agents must present themselves with a tidy appearance towards customers and employees of the Customer as well as towards the public and as far as possible be proficient in the Lithuanian or English language.

4.8. The Contractor will make current lists of the names of the assigned personnel as well as the names of the assigned sub-freight forwarders and their assigned personnel available to the Customer upon request at short notice and report any changes to the lists. All personal data shall be processed only to the extent necessary for contract performance and in compliance with the legal basis under Article 6 of the GDPR.

4.9. If the Contractor violates the Customer's instructions or legal requirements under the General Data Protection Regulation (GDPR) and the Law on Legal Protection of Personal Data of the Republic of Lithuania related to the processing of personal data, and a data protection breach occurs (e.g., unauthorized disclosure, loss, or improper management of data), the Contractor shall pay the Customer a contractual penalty of EUR 1,000 (one thousand euros) for each breach.

4.10. The Contractor has the right to provide evidence that no damage occurred or that the damage was lower than the penalty amount. The Customer retains the right to prove that the actual damage was greater and to claim full compensation in accordance with Lithuanian civil law.

4.11. The Contractor will carry the necessary documents as well as all further papers stipulated by law on each journey and will hand these over to the Customer or a third party commissioned by the Customer for examination in case of controls upon request. Furthermore, the Contractor will permit the Customer and third parties commissioned by the Customer to carry out vehicle controls at all times. The Contractor will issue corresponding general instructions to its personnel.

4.12. The Contractor will confirm the take-over of the operating equipment provided to it by the Customer for use (e.g. transport means, hand scanners) and other objects in writing. It will exclusively carry these items with it or use these for the purpose as per contract. The Contractor will manage the objects handed over to it carefully and protect these against loss and damage. It will return these objects to the Customer in an impeccable condition at all times upon request, no later however than upon termination of the contract. Transport means (swap bodies, roll containers, etc.) are to be returned directly upon completion of the respective transport, for which these are used.

4.13. Re-loading is principally forbidden and may only be carried out with the written consent of the Customer.

4.14. The Contractor shall permit the Customer to carry out controls with regard to the compliance with all applicable legal provisions itself or through third parties at all times. The Contractor will assist with these controls and will cooperate closely with the Customer or the third party named by the Customer.

4.15. If the Contractor breaches Subclauses 4.1.- 4.12., the Customer can refuse to load the vehicle and request the provision of a vicarious agent respectively vehicle which fulfils the prerequisites of this agreement without delay or terminate the transport contract with immediate effect. The Contractor is obliged to compensate all damages, suffered by the Customer by the breach of the obligations according to this Subclause. If the Contractor does not properly satisfy these obligations then the Customer is furthermore entitled, on its part, to commission third parties with the fulfilment; additional costs incurred hereby are to be reimbursed by the Contractor.



## 5. Compliance with statutory regulations

### 5.1. Anti-Terror Regulation

The Contractor guarantees that it will properly fulfil all measures associated with the implementation of the applicable European legal regulations for combatting terrorism. It additionally guarantees that its companies, the employees, the third parties commissioned by it as well as clients and suppliers were checked pursuant to applicable European law and are not connected with persons, organisations or corporate bodies suspected of terrorism pursuant to the European Anti-Terror-Regulations EC-VO 2580/2001 and EC-VO 881/2002 in the broadest sense.

The Contractor guarantees that no persons listed in the "Denied Persons List" of the U.S. Department of Commerce or in EU Regulation No. (EC) 881/2002 and its amending regulations are involved in the execution of the transportation orders.

The Contractor shall indemnify the Customer from all indirect and direct claims of third parties, which result from an omitted or insufficient implementation of the measures that are to be carried out by law for the combatting of terrorism by the Contractor, in full and irrevocably.

### 5.2. Mobility Pact

The Contractor guarantees to comply with the respective applicable provisions of Regulations (EU) 2020/1054 and (EU) 2020/1055, i.e. the so-called Mobility Pact. Thus, he assures to implement and comply with the respective applicable regulations at the time of entry into force. It also undertakes to comply with the applicable regulations when crossing to or from the United Kingdom.

If the Contractor breaches the aforementioned guarantees, it shall be liable to the Customer for all resulting damage. Furthermore, such a breach constitutes an important reason entitling the client to terminate the contract without notice.

5.3. The Contractor guarantees to comply with all applicable Lithuanian and European Union legal requirements on due diligence within the supply chain, in particular to implement, comply with and monitor obligations arising under the Labour Code of the Republic of Lithuania, the Law on Environmental Protection, occupational health and safety regulations, and other binding legislation, as well as the applicable provisions of the EU Corporate Sustainability Due Diligence Directive (CSDDD).

The Contractor shall regularly inform the contracting authority about any violations and risks in the supply chain identified by it and the measures taken in this regard.

The contracting authority has set up a complaints procedure that is also accessible to employees of the Contractor. Details are available at [www.duvenbeck.de](http://www.duvenbeck.de).

The Contractor shall pass on information received from the contracting authority on accessibility, responsibility and the implementation of the complaints procedure in an appropriate manner to its employees and other third parties used by it within the framework of the performance of the contracts from the contracting authority. The Contractor is prohibited from disadvantaging or punishing employees on the basis of a complaint.

The Contractor shall fully and irrevocably indemnify the Customer against all direct and indirect claims of third

parties resulting from a failure to implement or an insufficient implementation of the measures to be carried out by law on the part of the Contractor.

## 6. Vehicles used

6.1. The Contractor assures that the vehicles are in a technically impeccable, clean and roadworthy condition with dry and odour-neutral loading space, which have been repaired and maintained pursuant to the intervals stipulated by law vehicles must meet the requirements of the Road Transport Control of the Republic of Lithuania (e.g. the requirements of the State Labor Inspectorate) or by the manufacturer. Vehicles should principally be used, which comply with the current standards, in particular the current Euro pollutant standards. Exclusively vehicles may be used, which offer protection against impacts of weather and have the necessary load securing equipment, so that the goods are secured against loss and damage, in particular against access by unauthorised persons, at all times.

6.2. The vehicles must be equipped with a communication system that is constantly ready for operation (car telephone; mobile phone, etc.) during the processing of the order; the Contractor will inform the Customer of the current telephone numbers at all times. The driver must be available by telephone at all times.

In case of a breach the Contractor is obligated to pay a contractual penalty in the amount of 10% of the agreed freight charge. The Contractor is permitted to provide the proof that no damage was suffered or no reduction in value was incurred or this is substantially lower than the flat rate. The Customer is permitted to offset the contractual penalty against the Contractor's freight remuneration claims.

6.3. Parked vehicles are to be locked and secured. The parking location must be controlled or guarded during the parking.

## 7. Remuneration

7.1. The Customer shall pay the agreed compensation as per the parties' agreement. The agreed payment term is deemed to be 60 (sixty) days from the issuance of the invoice, unless the parties agree otherwise. Sections 2 and 3 of Article 415 of the Civil Code of the Republic of Lithuania (freight forwarder's claims in case of sender's cancellation) and the provisions of the **CMR Convention** are excluded from this contract. The Contractor may only request deviation from Section 3 of Article 421 of the Civil Code of the Republic of Lithuania and the **CMR Convention** if the waiting time, exceeding the loading or unloading time, exceeds two hours.

7.2. The Customer reserves the right to settle in credit note procedures. With the settlement in the credit note procedure the Contractor receives the freight amount agreed with the Customer confirmed with each loading/transport order.

7.3. The maturity of the Customer's payment will only occur when the Contractor has provided all proof of the delivery of the goods (such as receipted delivery note, delivery receipt or CMR consignment note, packaging material notes, etc.).

The maturity shall only occur when these documents have been submitted in full. Original bills of lading are to be sent to the Customer within 8 workdays.



7.4. The Customer is entitled to carry out offsetting against counter-claims (no matter for which legal grounds) and to reduce freight charges in case of poor performances.

## 8. Confidentiality and customer protection

8.1. The Contractor will also treat all information, which it or its sub-freight forwarders and other vicarious agents receive directly or indirectly from the Customer within the scope of the contractual cooperation, confidentially for the duration of five years after termination of the contractual relationship. It may neither be forwarded to third parties, nor used for own business interests against the Customer, insofar as an information of third parties is not necessary in order to fulfil the contract. Personal data made available to the Contractor are subject to data protection and are to be treated accordingly. The business and postal secrecy is to be safeguarded. In particular, it is obligated not to distribute any information or photos of the Customer or its business partners in social media or other media.

The non-disclosure obligation shall not apply to information,

- which as proven was already known to the Contractor or its if it is included in an agreement between the parties (contract) between business entities.

However, the contractor has the right to challenge the amount of the liquidated damages and the court

before acceptance of the order,

- which as proven the Contractor lawfully received from third parties without imposing a non-disclosure obligation,

- is general knowledge or becomes general knowledge without a breach of the obligations contained in this agreement, or

- which the Contractor as proven created within the scope of its independent developments.

8.2. The Contractor shall obligate its subcontractors and its other vicarious agents in writing to secrecy within the meaning of the facts listed in no. 8.1. The Contractor shall permit the data protection officer of the Customer, himself or through a third party, to control the compliance with this obligation. The Contractor will ensure that this control authorisation also exists at its vicarious agents.

8.3. The Contractor is obligated to customer protection towards the Customer. It will not take over any orders for national or international transports neither directly, nor indirectly through third parties from the clients of the Customer, for which it operates within the scope of the freight orders placed with it by order of the Customer and with which it comes into contact through this activity, which correspond with the services to be provided for the Customer and stated in the respective freight order. It may not forward such orders or its knowledge thereof to third parties. A conclusion of a contract for an already existing contractual relationship between the Contractor and clients of the Customer shall remain unaffected by these obligations. These obligations shall continue to apply in the event of the termination of all contracts in the scope of these provisions for a period of one year. In the event of a termination of the cooperation between the Customer and its clients these obligations shall apply for a period of one year beyond the termination.

8.4. The breach of the regulations stated in No. 8.1 to 8.3 shall entitle the Customer to termination of all contracts in the scope of these contractual terms and conditions without notice if they are a result of a conduct of body members, employees or vicarious agents of the Contractor. Moreover, a contractual penalty in the amount of EUR 25,000.00 will be due. The Contractor is permitted to provide the proof that no damage was suffered or no reduction in value incurred or that this is substantially lower than the contractual penalty. The assertion of a damage beyond this shall remain unaffected. The contractual penalty will, however, be offset against claims for damages.

## 9. Term of contract, termination

9.1. Insofar as not otherwise regulated in case of continuing obligations the ordinary period of notice is one week. This shall have no effect on the right to an extraordinary termination for good cause. Good cause shall exist for the Customer in particular, if:

- the Contractor does not satisfy its statutory or contractual obligations,
- the opening of the insolvency proceedings over the Contractor's assets has been rejected due to insufficient assets,
- criteria exist, which allow conclusions to be drawn about a substantial deterioration in the Contractor's assets, such as e.g. unsuccessful enforcement measures of creditors, termination of a loan by a financing bank, request for the waiver of claims and/or subordinations towards one or more creditors or shareholders,
- a competitor of the Customer or the companies affiliated with it gains direct or indirect controlling influence on the Contractor.

9.2. Each termination shall require a written form in order to be valid.

## 10. Liability, indemnification

10.1. Contractor's Liability According to Lithuanian and International Legal Acts. The contractor's liability is governed by the Civil Code of the Republic of Lithuania, the Goods Transportation Act, and other applicable Lithuanian legal acts related to the contractor's liability, unless otherwise agreed in this section.

In international goods transportation, the mandatory provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) apply. If there are gaps in the CMR Convention regulations, the relevant Lithuanian legal provisions regarding the contractor's liability will apply as supplementary rules.

10.2. The compensation to be paid owing to loss of or damage to the goods shall, in deviation from the standard liability limits provided under Article 23(3) of the CMR Convention (8.33 SDR per kg of the gross weight of the goods lost or damaged), be limited to up to 40 SDR per kg of the gross weight of the shipment, if and insofar as the Customer is exposed to a correspondingly higher liability towards third parties under the applicable law or international conventions.

A possibly higher statutory liability of the Contractor under the Law on Carriage of Goods by Road of the Republic of



Lithuania or the CMR Convention shall remain unaffected by this regulation.

10.2. Under this agreement, the carrier/contractor assumes liability for goods loss, damage, or delayed delivery in accordance with Lithuanian legal acts, **international conventions**, including the **CMR Convention**, and the parties' agreement.

**Application of Increased Liability:** If the customer and the carrier/contractor agree that, due to certain risks that may arise during transportation (e.g., the transportation of valuable goods, additional security requirements, or other exceptional circumstances), the liability for losses or damage will exceed the standard legal limits, the carrier/contractor agrees to assume increased liability beyond the usual limits (e.g., 40 SDR per kg).

The parties agree that increased liability will only apply if clearly specified in writing and included in the contract, or if agreed upon for special transportation conditions that differ from standard terms.

10.3. Principally the mean value of the goods at the location and at the time when they are taken over for transport in the proven amount shall be calculated as the compensation value for damages to goods and losses. Further claims shall remain unaffected.

10.4. The Contractor shall be liable for the loss and the damage to the operating equipment provided to it by the Customer for use and other objects according to the statutory provisions. In the event of a damage the Customer can carry out the repair itself at the Contractor's costs. Irrespective thereof the Contractor also has to compensate further damages, which are suffered by the Customer as a result of the loss or the damage or by a misuse of provided objects. In the event of the late return the Customer is entitled to request a flat rate compensation for the loss of use, which shall correspond with the customary charge for the rental of the affected operating equipment and other objects.

10.5. The Contractor shall be liable for all damages, which are caused by it, the vehicles used by it and the drivers. The Contractor shall also be liable towards the Customer for the actions of the sub-freight forwarders commissioned by it as well as for its other vicarious agents.

**10.6. Liability for Third-Party Claims:** The Contractor assumes liability for any losses arising from claims and demands made by third parties against the Customer, related to breaches by the Contractor or a subcontractor, resulting from non-performance or improper performance of this agreement. The Contractor agrees to indemnify the Customer for any such third-party claims.

**10.7. Indemnification upon First Written Request:** The Contractor agrees to indemnify the Customer for all civil law claims made by third parties related to breaches by the Contractor or subcontractor under this agreement. Indemnification shall be provided within 10 business days from the first written request by the Customer, unless the parties agree otherwise.

**10.8. Liability for Breaches:** If the Contractor or subcontractor breaches the terms of this agreement or if losses arise due to a breach, the Contractor must

compensate the Customer for all damages, including but not limited to direct losses, lost profits, legal costs, and any other direct damages suffered by the Customer as a result of these breaches.

**10.9. Limitation of Liability:** The Contractor's liability for losses related to the loss, damage, or delayed delivery of goods under this agreement may be limited by the provisions of the Lithuanian Civil Code and applicable laws. However, if the party (Customer) has the right to claim increased liability based on external relations, the Contractor must compensate for the increased damage as specified in the agreement and applicable laws.

**10.11. Additional Liability Provisions:** The Contractor agrees to comply with all legal requirements related to this agreement and is responsible for any consequences arising from improper performance of duties, including liability under Lithuanian law, international conventions, and sector-specific regulations.

**10.12. Legal Costs:** If the Customer has the right to raise a claim due to third-party demands, and the Customer incurs legal costs in resolving such claims, the Contractor is responsible for reimbursing these costs, including any expenses related to lawyers and other specialists required to resolve the claim.

10.13. The Contractor shall indemnify the Customer against all losses, including penalties, fines, or other measures imposed by competent public authorities, as well as claims asserted by public law entities, which arise due to violations committed by the Contractor or its subcontractors of legal provisions governing minimum wage, employment conditions, social security, secondment or other applicable public law obligations. This indemnification shall apply regardless of whether the claims are directly addressed to the Customer or result from unlawful acts carried out on the Contractor's behalf.

10.8. The indemnification obligation according to Subclauses 10.6. and 10.7. shall also comprise all costs, which are incurred in connection with the legal defence, e.g. lawyer's and court costs.

## 11. Insurance

11.1. The Contractor shall maintain adequate insurance coverage and take out the following, in accordance with Lithuanian law and international conventions:  
a) Compulsory motor vehicle liability insurance (TPVCA);  
b) Carrier's liability insurance – not less than the minimum required under the 1956 CMR Convention and Lithuanian Road Transport Code for domestic carriage;  
c) Any other mandatory insurance required by Lithuanian or EU law (including cabotage and transport within EU/EEA countries).

*Where applicable, the Contractor shall also maintain business liability insurance covering damages to third parties arising from its business operations.*

11.2. The Contractor shall immediately inform the Customer of any cancellation, expiration or material amendment of the insurance contracts, or of any legal proceedings affecting its insurance coverage, in accordance with Lithuanian civil and insurance legislation.

11.3. Where permissible under law and insurance practice, the insurance contracts shall provide that insurance benefits may be paid directly to the Customer. Upon request, the



Contractor shall assign its insurance claims to the Customer to the extent permitted by law.

**11.4.** The Contractor shall ensure that its liability insurance covers third-party units (trailers, swap bodies, etc.) used in performing this Agreement.

**11.5.** Upon request (within 5 business days), the Contractor shall provide the Customer with evidence of:

- timely payment of insurance premiums,
- the current scope of coverage, and
- claims made against the carrier's liability insurance during the relevant insurance period.

**11.6.** All claims for compensation made by the Customer shall be immediately forwarded to the Contractor's cargo liability insurer, and the Contractor shall provide the insurer's reference number.

**11.7.** The Contractor shall carry valid proof of carrier's liability insurance in the vehicle during transport and shall present it to the Customer upon request. Failure to do so entitles the Customer to assign the transport to another carrier or carry it out themselves. Any additional costs incurred shall be reimbursed by the Contractor.

**11.8.** The Contractor shall ensure an adequate amount of insurance and shall take out the following insurances, in compliance with Lithuanian laws regulating the carrier's liability and insurance:

a) Motor vehicle liability insurance – in accordance with the Lithuanian Road Traffic Insurance Law (relevant legal provisions regulating motor vehicle liability).

**11.7.** The Contractor will pursuant to carry the valid proof of insurance in the vehicle and submit this to the Customer upon request. If the Contractor does not satisfy this request then the Customer is entitled to award the order to another contractor or to transport the goods itself. Additional costs incurred hereby have to be reimbursed to the Customer by the Contractor.

## 12. Wage Transport Contract

**12.1.** The wage transport contract shall be concluded if the Contractor and the Client agree that the Contractor shall provide a manned vehicle for use in accordance with the Client's instructions.

**12.2.** The provisions of these Terms and Conditions of Contract shall apply mutatis mutandis to the wage transport contract with the proviso that the Contractor shall not be liable for damage caused by the Client. Instead of the consignment note, a different proof is used in the contract transport contract, which includes in particular the time of use.

**12.3.** The Contractor guarantees that the liability arising from wage transport contract is insured in terms of reason and amount in accordance with the limitations of liability specified in Clause 10. The Contractor shall be obliged to provide a corresponding proof of insurance at the request of the Client.

## 13. Amendments to the contract

**13.1.** Amendments to these terms and conditions will be communicated by the Customer to the Contractor in time in writing.

**13.2.** Amendments or addendums to the concluded contract shall require a written form. This shall also apply to a waiver of the written form requirement.

## 14. Offsetting/ right of lien and right of retention

### 14.1.

An offsetting or retention against claims of the Customer is excluded, unless the due counter-claims of the Contractor are undisputed, have been declared final and binding, are pending before court/arbitration for decision, or arise directly from this contractual relationship.

### 14.2.

The Contractor is entitled to rights of lien and retention on goods handed over for transport only to the extent expressly provided by law (including the Civil Code of the Republic of Lithuania and applicable international conventions). Any contractual lien beyond statutory rights is excluded.

### 14.3.

The pledge or assignment of claims against the Customer is permissible only with prior written notification to the Customer containing all relevant details (order number, accounts payable number, name and address of the new creditor, amount, date of the validity of the assignment, etc.). The Customer's approval shall not be unreasonably withheld if the assignment concerns undisputed claims.

## 15. Data protection

The parties shall provide their services in compliance with the respective applicable national data protection terms and conditions and the General Data Protection Regulation (EU) 2016/679, respective valid version (GDPR). Insofar as the Customer receives personal and other data from the Contractor, these will be exclusively used to fulfil its service obligations, if not otherwise agreed by the parties. Within the scope of the fulfilment of its service obligation a forwarding of the personal data (e.g. to subcontractors, subsidiaries of the Customer, authorities or customs) may be necessary. Details regarding the use of the personal data are regulated in the "Data protection notices". The Contractor confirms that it has received the "Data protection notices" from the Customer. These can also be viewed at all times under [www.duvenbeck.de/datenschutz](http://www.duvenbeck.de/datenschutz).

## 16.1. Applicable Law and Jurisdiction

This agreement shall be governed exclusively by the laws of the Republic of Lithuania. The exclusive place of jurisdiction for any disputes arising from or related to this agreement shall be the courts of the Republic of Lithuania, at the Customer's registered office, provided that this is not opposed by any mandatory legal provisions.

## 16.2. Application of CMR

Insofar as the **CMR Convention** applies, the parties agree that the aforementioned place of jurisdiction will be an additional place of jurisdiction within the meaning of Article 31 Para. 1 of the **CMR Convention**.

#### **16.3. Place of Performance**

The place of performance shall be the **Customer's** registered office. If the **Customer** has multiple branches, the place of performance shall be the branch to which the order is directed.

#### **16.4. Invalidity of a Provision**

If any provision of this agreement is invalid, in whole or in part, or subsequently loses its legal validity, it shall not affect the validity of the other provisions. This shall not affect the validity of the concluded contracts. In such a case, the parties will replace the invalid, void, or unenforceable provision with a valid provision that, as far as possible, reflects the meaning and purpose of the provision being replaced and the other regulations of the contract.