

### Primary Agreement for Dedicated Transport No.

Date:	
Location:	Vilnius, Lithuania

	CARRIER	CUSTOMER
<b>COMPANY NAME</b>	<b>TNDM Trucking UAB</b>	
<b>ADDRESS</b>	Laisvės pr. 36, LT-04340 Vilnius	
<b>VAT number</b>	LT100007003510	
<b>AX CODE</b>	N/A	


AGREEMENT CONDITIONS	
<b>DEDICATED EQUIPMENT AND ITS AMOUNT</b>	<p>Standard Truck: Standard Truck + Tilt Trailer: Standard truck + Reefer Trailer with temperature: MEGA truck: MEGA truck + Tilt Trailer:</p> <p>Standard equipment (N/A for standard truck): Load securing strap 20 units. Parameters: L= 10 m, LC=5000 daN Load securing board 2 units. Parameters: L= 2,4 – 2,7 m Load securing angle 40 units. Parameters: 90 mm x 135 mm Rubber mats (small) 60 units. Parameters: 300 mm x 250 mm x 8 mm Rubber mats (large) 10 units. Parameters: 5000 mm x 250 mm x 8 mm</p> <p>Standard equipment for Reefer Trailer (N/A for standard truck): Load securing bar (vertical) 4 units. Parameters 2360 mm x 2720 mm x 42 mm Load securing beam (horizontal) 2 units. Parameters L = 2,5 m, Lifting capacity = 1300 daN</p>
<b>TEMPERATURE MODE</b>	Start - Stop / Continues
<b>TRAILER FUELING</b>	
<b>DRIVER</b>	Single / Double

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Company Code 302817897  
VAT code LT100007003510  
www.tndmtrucking.com

**Company Details:**  
Tel. +370 5 211 3100  
E-mail: info@tndmtrucking.com  
Citibank Europe plc Ireland  
Swift Code: CITIIE2X

**IBAN Numbers:**  
IE24CITI99005142146048 (currency EUR)  
IE69CITI99005142412376 (currency PLN)



<b>MILEAGE (agreed minimum amount of km per month per each truck)</b>	<p>Km/month</p> <p>In case the Customer orders less mileage per calendar month than agreed hereof (both driving empty and with the cargo), the Carrier shall be entitled to demand the payment from the Customer for the difference between actual and agreed minimum mileage using agreed Euros tariff per each unused kilometre per each truck.</p> <p>The amount of km is being calculated according to GPS coordinates of actual points of vehicle's stops (not according to addresses or postal codes).</p>
<b>KM/day</b>	Calendar Days (30,4) / Working Days (21)
<b>Beginning of the calculation of kilometers</b>	From the loading/unloading coordinates
<b>GEOGRAPHY</b>	
<b>RATE (EUR/km)</b>	<p>Prices are subject to change depending on the fuel and kilometers calculation mechanism. This mechanism is therefore recalculated monthly. The Customer must submit a reply confirming this recalculation within 5 working days.</p>
<b>ROAD TAXES</b>	Included / Excluded
<b>ADDITIONAL COSTS</b>	<p>AT:</p> <p>CH:</p> <p>Brenero - Frejus:</p> <p>Tunnel Mont Blanc:</p>
<b>ADDITIONAL STOPS</b>	
<b>COMPENSATION</b>	
<b>FUEL SURCHARGE</b>	<p>Recalculating every month (if not agreed different) according: <a href="https://energy.ec.europa.eu/data-and-analysis/weekly-oil-bulletin_en">https://energy.ec.europa.eu/data-and-analysis/weekly-oil-bulletin_en</a></p> <p></p> <p>FSC_TNDM_Example.xlsx</p> <p>Prices are subject to change depending on the fuel and kilometers calculation mechanism. This mechanism is therefore recalculated monthly. The Customer must submit a reply confirming this recalculation within 5 working days.</p>
<b>FUEL SURCHARGE BASE</b>	
<b>PRICE VALID</b>	
<b>KM CALCULATION program</b>	Google Maps / Map & Guide
<b>ADR</b>	YES / NO

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<b>PALLET EXCHANGE</b>	YES / NO
<b>GPS</b>	YES / NO
<b>TRIPS TO UNITED KINGDOM</b>	YES / NO
<b>MAXIMUM CARGO VALUE</b>	120 000 EUR / 200 000 EUR
<b>DELIVERY COSTS FOR THE TRUCK</b>	Up to 1000km – 1,20 eur/km Over 1000km – 1,15 eur/km
<b>THE ORDER</b> (The customer must send the order to the carrier be e-mail in the field indicated to the right)	
<b>THE CLAIMS</b> (phone, e-mail for the customer to inform about cargo claims or other information related with cargo in the field indicated to the right)	
<b>OTHER INFO</b>	

<b>PAYMENT CONDITIONS</b>	
<b>INVOICE</b>	Each trip / Weekly / Monthly / Bi-weekly
<b>INVOICE IS ISSUED BY</b>	Carrier / Customer (2-billing)
<b>DOCUMENTS NEEDED</b>	CMR / Thermo print / POD / Pallet Note
<b>TYPE OF DOCUMENT</b>	Copies (by e-mail) / Copies (by e-mail) + originals (by post)
<b>PAYMENT TERMS</b>	30 days / 45 days / 60 days from submitting the copies of Carrier's invoice and CMR consignment note (or other applicable consignment note in case of domestic transportation) to the Client via e-mail. In case the Customer is late in submitting self-billing documents. Here agreed payment period is reduced by the number of days the Customer was late in submitting the self-billing documents.  Other conditions related with payment specified in Annex 1 (Confirmation Of Payment Term Letter).
<b>ADDRESS to send documents and Invoice</b>	Correspondence (for originals): E-mail (for copies):
<b>OTHER IMPORTANT INFO</b>	

<b>CONTRACT TERMS</b>	
<b>PRICE VALIDATION PERIOD</b>	
<b>ESTIMATED START</b>	
<b>END OF AGREEMENT</b>	

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<b>TEST PERIOD</b>	<p>14 (fourteen) days starting from the first shipment.</p> <p>After 14 (fourteen) days of providing the services according to this agreement the parties will schedule a meeting (or conference call), during which the parties will discuss the cooperation and willingness to continue it. If parties shall agree to continue cooperation, additional written confirmation about applicable prices and term of providing the services may be concluded. If parties won't reach the agreement on continuing the cooperation within 10 (ten) calendar days after the end of 14 (fourteen) days trial period, each party may immediately terminate this Primary Agreement for Dedicated Transport by sending written notice about termination to the other party without paying any sanctions.</p>
<p>Proposal and agreement regarding prices are valid if parties will start cooperation in 2 (two) months after the date of Estimated start. If cooperation is started later, Carrier has the right to propose new prices and is not obliged to provide services according to primary proposal of prices.</p>	

<p><b>AGREEMENT ONLY FOR TRUCKING</b> (Applicable, when Carrier provides only the truck with driver(s) and Customer provides the trailer)</p>
<p>Customer shall ensure:</p> <ol style="list-style-type: none"> <li>1. That provided trailer for providing services is technically in good condition.</li> <li>2. That provided trailer for providing services meets security requirements: (i) tilt trailer for cargo which value is less than 120 000 EUR; (ii) box trailer meeting TAPA security requirements for cargo which value is higher than 200 000 EUR or contains high risk goods such as electronics and its components, home appliances / bathroom equipment, tobacco and its raw materials, expensive alcoholic beverages, strong alcoholic beverages / beer, pharmaceutical products, chemicals, auto parts, clothing, footwear and sporting goods of well-known brands, high value groceries, luxury goods (perfumery, jewelry), non - ferrous metals, cosmetics.</li> <li>3. That provided trailer for providing services is suitable for transporting particular cargoes in subject and is accompanied with all necessary documents for cargo transportation (registration documents, all permits, certificates, licenses, if needed etc.) as well as with all necessary equipment for proper fastening of cargo.</li> <li>4. The Customer is required to always provide fully equipped trailers. If the Customer provides a trailer that is not fully equipped, the Customer shall bear all costs to the Carrier associated with equipping the trailer and, in addition, the Customer shall pay for all kilometers driven while the trailer was equipped by the Carrier.</li> <li>5. Customer shall also ensure existence of compulsory motor third party liability insurance for all the trailers provided as required by applicable legal acts.</li> </ol> <p><u>Required for all Customers from the Netherlands and Denmark:</u> Customer shall ensure existence of voluntary motor third party liability insurance for all the trailers provided with at least minimum amounts of insurance coverage as outlined in the website of Council of Bureau at: <a href="http://www.cobx.org/sites/default/files/cob_file_folder/MinimumAmountOfCoverage-2018.pdf">www.cobx.org/sites/default/files/cob_file_folder/MinimumAmountOfCoverage-2018.pdf</a>.</p> <p>Customer shall ensure existence of motor own damage (casco) insurance for all the trailers provided with the maximum deductible of 1.000 EUR and waiver of the subrogation rights by Insurer towards the Carrier.</p> <ol style="list-style-type: none"> <li>6. The Customer once a year undertakes to allow for the Carrier to perform the following:             <ul style="list-style-type: none"> <li>TUV (technical inspection) of the vehicle and semi-trailer;</li> <li>TA (technical maintenance) for the vehicle;</li> <li>Tachograph check for the vehicle.</li> </ul> </li> </ol> <p>The Customer obligates for agreed time to present the vehicle and semi-trailer in by the parties agreed place.</p>

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The Customer is obligated to deliver the truck for technical maintenance or TÜV inspection at least one week prior to the expiration of the relevant validity period. If the Customer fails to meet this deadline, the Customer shall be liable to compensate the Carrier for any resulting losses incurred due to the delay.

Customer (from the Netherlands and / or from Denmark) provides voluntary motor third party liability insurance for provided trailers:	YES / NO
Customer provides motor own damage (casco) insurance for provided trailers:	YES / NO

If the trailer provided by the Customer for the provision of transport services is damaged during provision of transport services due to the fault of a third party and the damage can be indemnified under the compulsory motor third party liability insurance, the Carrier shall not be liable for such damage and the Customer shall claim compensation from the person responsible for the damage or from his insurance company by itself.

### TERMINATION OF CONTRACT

The Agreement may be terminated at the initiative of any party without explanation of reasons upon condition of sending a written notification on such intention to the other party at least 60 (sixty) calendar days before the termination of it. If Customer terminates the Agreement before the agreed End of Agreement without written notification, Customer shall pay to Carrier penalties, amounting to 310 EUR per each day left till the agreed End of Agreement for each 1 (one) driver truck and 430 EUR per each day left till the agreed End of Agreement for each 2 (two) drivers truck. If Customer terminates the Agreement without written notification, when the End of Agreement is not agreed, Customer shall pay to Carrier penalties, amounting to 310 EUR per each day left till the agreed 14 (fourteen) calendar days' term for each 1 (one) driver truck and 430 EUR per each day left till the agreed 14 (fourteen) calendar days' term for each 2 (two) drivers truck.

The Agreement may also be terminated by mutual written agreement between both parties.

### ADDITIONAL TERMS

- The Carrier has the right on his own initiative to recalculate the prices agreed by the Parties due to increased costs of executing the Agreement which are not under Carrier 's control (fuel price, drivers' wages, new or increased taxes, any governmental decisions, increasing cost of services etc.) by notifying the Customer in writing about the recalculated prices no later than 14 (fourteen) calendar days before the application of the new prices. New prices are applicable immediately after 14 calendar days notification.
- International transportation shall be performed and relations between the Parties shall be regulated according to the conditions of the Convention on the Contract for the International Carriage of Goods by Road (CMR convention) and other international legal acts regulating international carriage of freight by road. Domestic transportation shall be performed and relations between the Parties shall be regulated according to the conditions of legal acts of the country, in which the domestic transportation is performed.
- The Customer shall execute all necessary freight documents (quality certificates, export permits, veterinary health certificates, sanitary certificates, invoices etc.), shall ensure the accuracy and sufficiency of data in these documents and shall reimburse all losses of the Carrier, incurred due to Customer's failure to properly fulfill this obligation.
- The Customer shall ensure proper packing of dispatched cargo, which must ensure its safety during transportation. The Customer shall ensure safety of cargo during loading and unloading operations.
- The Carrier shall be entitled to assign execution of the present Agreement to the affiliated companies, belonging to Girteka group of companies, which shall perform the actual transportation, but the Carrier shall be liable to the Customer for the actions of its affiliated companies as for his own.
- The Parties agree that the Carrier is not and will not be liable for the safety of the cargo during the entire transportation, if, when concluding the contract or the order sheet, the Customer has not specified additional cargo information (value, type), as well as if the

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cargo value exceeds the agreed value, or if the Customer has violated or otherwise failed to fulfill the conditions specified in the contract.

7. Parties agree that in the event that the Customer plans the route of the cargo on his own, specify the specific parking lots, where the Carrier's drivers may stop, the Carrier shall not be liable for: (i) delays, if the delay is due to the freight route selected by the Customer (if the problems on the route could have been foreseen, such as road works, etc.), (ii) any loss or damage to the cargo during transportation of the cargo on the route specified by the Customer (if the problems on the route could have been foreseen, such as road works, etc., or the Carrier has informed the Customer in advance that this road is unsafe), (iii) losses incurred in the parking lots specified by the Customer (in case of theft, etc.), (iv) losses if the Customer's provided trailer doesn't meet TAPA security requirements, when transporting cargo which value is higher than 200 000 EUR or contains high risk goods. The Carrier is not liable for these actions specified previously, as this is not due to the actions of the Carrier, but due to the actions of the person disposing of the cargo (Customer). The Carrier shall be liable only for the proper technical condition of the vehicles used, the proper actions of the drivers and other damage caused exclusively by the fault of the Carrier.
8. Parties agree that in case of transportations from / to / through United Kingdom, the Customer shall arrange and timely (before the commencement of cargo loading) provide to the Carrier all necessary accompanying documentation, instructions, information and data, including, but not limited to movement reference number (MRN), required for proper fulfilment of customs and related procedures for crossing the borders. If the Customer fails to provide the MRN, the Customer shall bear responsibility for additional costs incurred. The Customer shall ensure the accuracy and sufficiency of provided information, instructions as well as of data in these documents. In case of vehicle's retention during customs clearance, crossing the border or during transportation of the cargo due to Customer's failure to properly fulfil its obligations indicated hereof or in case of waiting in line for any reason more than 3 (three) hours at any customs / border authority, point of exit / point of entry, including all ports, tunnels etc., the Customer shall pay to the Carrier a compensation for demurrages amounting to 45 (fourty five) Euros for each commenced hour of demurrages of 1 (one) Carrier's vehicle with maximum amount of 450 (four hundred fifty) Euros for the whole day, including payment for weekends and holidays, and in the case the demurrages of vehicle exceeds 5 (five) calendar days, from the 6th (sixth) day of demurrages compensation for demurrages doubles up. If the Customer wishes the Carrier to provide all or part of the services of a customs broker, the Customer must agree and sign a separate agreement with the Carrier on the terms and conditions for the provision of customs broker services.
9. The Customer shall ensure proper loading/unloading operations including customs clearance (if applicable) of cargoes within 3 (three) hours after vehicle's arrival to the place of operation. In case of no fixed loading appointment time, loading day 08:00 am will be kept considered as agreed loading appointment time.
10. Should the waiting time exceed the terms specified in Clause 9 the Carrier informs the Customer and the following provisions shall apply: The Carrier shall provide the Customer with a report detailing exceeded free waiting time and the resulting demurrage charges. Together with this report the Carrier shall provide a document demonstrating the vehicle's position and timing (e.g. GPS printout or any other document) within the Customer's warehouse (loading/unloading) territory which caused demurrage charges. The Carrier submits this report within 3 (three) days after the completion of cargo unloading; The Customer must confirm or dispute the reported demurrage charges within fourteen (14) days of receiving the downtime report; Demurrage charges shall be invoiced separately from freight charges. The Customer shall pay to the Carrier a compensation for demurrages amounting to 45 (fourty five) Euros for each commenced hour of demurrages of 1 (one) Carrier's vehicle with maximum amount of 450 (four hundred fifty) Euros for the whole day, including payment for weekends and holidays, and in the case the demurrages of vehicle exceeds 5 (five) calendar days, from the 6th (sixth) day of demurrages compensation for demurrages doubles up. If the Customer wishes the Carrier to provide all or part of the services of a customs broker, the Customer must agree and sign a separate agreement with the Carrier on the terms and conditions for the provision of customs broker services
11. The Customer shall be liable to the Carrier for failure to pay any sums within the agreed term and shall pay to the Carrier penalty, amounting to 0,1 (one tenth) percent of due amount for each day of delay.
12. The price for services (freight rate) agreed between the Parties shall be deemed to cover all usual and anticipated costs and expenses the Carrier may incur for the proper performance of the services (fuel costs, drivers' wages, charges and taxes, payable by the Carrier etc.). For the avoidance of doubt, the Parties confirm that the Customer in any case shall not be entitled to claim a price reduction retroactively, even in the cases, where it is legally confirmed that the Carrier has been overcharged with some charges and / or taxes.
13. Customer confirms that it gets acquainted with TNDM Trucking UAB standard procedure for administration of cargo claims and terms and conditions regarding the exchange of Euro-pallets and agrees with them.  
Conditions regarding pallet exchange (applicable, if the pallet exchange service is provided): <https://www.girteka.eu/legal-notice/#conditions-for-euro-pallets>

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Conditions regarding standard procedure for administration of cargo claims: <https://www.girteka.eu/legal-notice/#standart-procedure-for-the-administration>

14. Conditions regarding agreed minimum amount of km per month (applicable, if minimum amount of mileage per month is agreed).
  - 14.1. In case the Customer orders less mileage per calendar month than agreed hereof (both driving empty and with the cargo), the Carrier shall be entitled to demand the payment from the Customer for the difference between actual and agreed minimum mileage using agreed Euros tariff per each unused kilometre. The amount of km is being calculated according to GPS coordinates of actual points of vehicle's stops (not according to addresses or postal codes).
  - 14.2. The Carrier will keep records about ordered amount of km per month per each truck in order to produce a monthly report of the ordered amount of km per month per each truck. This monthly report will be shared with the Customer by e-mail within 2 (two) working days after the end of month. The Customer shall have 3 (three) working days after receipt of the report for checking the data of report, providing confirmation of or contradictions to the report by e-mail. The absence of confirmation or contradictions within agreed term is considered as confirmation from Customer's side. The report of the ordered amount of km per month per each truck shall be the basis for issuing the Carrier's invoice, indicated in section "MILEAGE (agreed minimum amount of km per month per each truck)" for the difference between actual and agreed minimum mileage using agreed Euros tariff per each unused kilometre.
  - 14.3. The Customer does not have a right to reject Carrier's invoice, indicated in section "MILEAGE (agreed minimum amount of km per month per each truck)", with arguments that Customer ordered less mileage per calendar month than agreed due to Carrier's fault, if such information from the Customer was not received before producing monthly report of the ordered amount of km per month per each truck. If the Customer does not order services due to Carrier's fault and it might result in ordering less mileage per calendar month than agreed, the Customer shall send such information to the Carrier by e-mail immediately. Additionally, the Customer must submit their arguments and corresponding calculations based on those arguments before canceling the Carrier's invoice. Only in such cases may the Customer use such arguments for the rejection of the Carrier's invoice, indicated in section "MILEAGE (agreed minimum amount of km per month per each truck)".
15. Conditions regarding payment terms.
  - 15.1. Payment by the Customer shall be made within agreed term, indicated in section "PAYMENT CONDITIONS", after receiving a copy of the Carrier's invoice and copy of CMR or other consignment note, if transportation is domestic, via e-mail. Parties clearly agree that Carrier's failure to provide copies of other documents, except invoice and CMR or other consignment note, if transportation is domestic, does not relieve the Customer from obligation to pay for provided transportation services. The same applies if the Carrier fails to provide original copies of any document from agreed documents to be provided (if the need for original copies is agreed).
  - 15.2. Parties agree that documents, sent by the Carrier to the Customer by e-mail for payment purposes, are considered received on the moment of sending an e-mail with the documents by the Carrier, if an e-mail is sent on working day until 5 p.m. Lithuanian time, and on the next working day after sending an e-mail with the documents by the Carrier, if an e-mail is sent on non-working day or after 5 p.m. Lithuanian time on working day. The Customer does not have the right to state that such an e-mail was never received by the Customer, if the Carrier can show an e-mail log, confirming that e-mail reached a Customer's server.
  - 15.3. Parties agree that, in case the Customer has overdue payments for the services and at least one of the invoices is overdue for more than 30 (thirty) calendar days or if the Carrier terminates the Agreement due to Customer's fault, the payment term is considered immediately due regarding all unpaid invoices and the Carrier has the right to demand immediate payment of all outstanding invoices, including by judicial means, without waiting for the initial payment term, agreed between the Parties in the Agreement or in the transportation order, becoming overdue.
  - 15.4. Parties agree that before sending the original documents via post to the Customer (if sending of original documents is agreed by the Parties), the Carrier shall send an e-mail to the Customer, indicating the date, when the original documents will be sent, as well as the list of documents, which will be sent, together with attachment of the copies of documents, which will be sent. If within 10 (ten) working days after sending abovementioned e-mail the Customer does not send any complaints or reservations to the Carrier via e-mail about lack of any document, it shall be considered as Customer's confirmation that all documents from the list, indicated in abovementioned e-mail, are received by the Customer.
  - 15.5. The Parties agree that situation with coronavirus (COVID-19) and the various prohibitions and / or restrictions resulting from this are not and will not be considered as a valid cause for the Customer not to pay for the services provided by the Carrier, or to require a deferral of payment for services provided by the Carrier.
16. The Client shall not have the right to offset any payments from the Carrier with any invoices that may arise due to damages, penalties, or similar claims.
17. The Parties undertake not to use and not to disclose the commercial information that was received or became known to them in the

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course of joint work, information on the conclusion of the Agreement and its conditions, as well as other information about the Parties, to a greater extent than is necessary for the proper execution of this Agreement.

18. The present Agreement may be amended and / or supplemented by a written mutual agreement of the Parties. In case the Parties shall reach an agreement and conclude the amendment of the present Agreement, new or modified clauses of the Agreement shall be applicable only in respect of orders of transportation, concluded after the amendments to the Agreement have been concluded in writing. New or modified clauses of the Agreement won't be applicable in respect of orders for transportation concluded before mentioned amendments to the Agreement have been concluded in writing.
19. The Parties of the Agreement shall process (including the transfer of personal data to third parties (customers / partners) for the performing of contractual obligations) the personal data (name, surname, employer, position, telephone number, e-mail address) of their employees, agents or other representatives transferred to each other in accordance with the legitimate interests of the Party for the purpose of conclusion and performance of the Agreement and for maintaining commercial relations with the Party of the Agreement. The Parties while processing personal data undertake to comply with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and other legal acts regulating the protection of personal data. Each Party of the Agreement before transferring personal data to another party for the purpose of conclusion and performance of the Agreement and commercial communication undertakes to provide employees, agents or other representatives with the information on processing and transfer of their personal data that is required according to legal acts. The information provided should include the objectives of the processing of personal data, the legal basis, the period of retention and the data subjects' rights. The Parties of the Agreement shall store the received personal data only as long as it is necessary to achieve the purpose. The data shall be provided in a manner determined by the Parties of the Agreement, including automatic and non-automatic means of the data transfer using appropriate personal data protection measures consistent with the emerging risks.
20. The Customer, in the performance of this Agreement, is required to comply with the Carrier's Code of Conduct ([https://public-file-sahring-for-girteka-group-website-prod-eu-central-1.s3.eu-central-1.amazonaws.com/Girteka+Group+Code+of+Conduct/Code+of+Conduct+2024\\_EN.pdf](https://public-file-sahring-for-girteka-group-website-prod-eu-central-1.s3.eu-central-1.amazonaws.com/Girteka+Group+Code+of+Conduct/Code+of+Conduct+2024_EN.pdf)) and the requirements set forth therein.
21. By signing this Contract the Customer confirm that it and its shareholder (-s), and ultimate beneficial owner (-s) are not included into consolidated list of persons, groups and entities subject to European Union, UN, OFAC, UK or domestically applied sanctions. The Customer is obliged to immediately inform the Carrier in writing regarding the sanctions applied to him in the future and after the signing of this Agreement no later than within three working days prior to the entry into force of these sanctions. In the event the Customer provides inaccurate information, hides the fact of the application of sanctions or does not provide the specified information for any reason, these circumstances will be considered a material violation of the Agreement and shall be ground for the Carrier to unilaterally terminate the Contract immediately. The Parties agree that the Carrier cannot and will not be liable under any circumstances, and under no circumstances does not assume any risks of violation of the sanctions regimes mentioned above through the fault of the Customer and/or shareholder(-s), and/or the fault of the ultimate beneficiary owner (-s). In the event the Carrier has an obligation to make payment in accordance with the Agreement, a tort, law or other basis provided for by legal acts, a non-fulfillment or improper fulfillment of such an obligation due to the application of the sanctions specified in this paragraph to the Customer is not considered as a violation of contractual rights or the rights of the Carrier provided by legal acts.
22. Please be informed that when you become our customer, the contact data of your specified contact persons will be processed for the purpose of sending quality surveys ("NPS") on the basis of legitimate interest. You have the right to object to the processing of your contact data for this purpose by submitting a written objection by e-mail [npsunsubscribe@girteka.eu](mailto:npsunsubscribe@girteka.eu).
23. The Carrier has the right to transfer his claim (s) to the Customer to third parties and this does not require the consent of the Customer. The Carrier, having transferred his claim to the Customer to a third party, has the obligation to inform the Customer in writing about the assignment. This condition cannot be changed with the terms of any individual order.
24. In the event of disputes regarding the terms of this contract and the emergence of legal relations based on this Agreement, Lithuanian law shall apply. The Parties try to resolve the disputes peacefully within 20 days, if they fail to resolve the disputes peacefully, the Parties apply to the courts of the city of Vilnius, located in Lithuania.
25. The Parties agree that the terms and conditions of present Agreement cannot be changed / amended with the terms and conditions of individual orders or with terms and conditions of any Customer's standard terms and conditions unless it was specifically indicated in writing that Parties intent to change / modify particular clause of the Agreement.

**Headquarters:**

TNDM TRUCKING, UAB  
Laisvės pr. 36, LT-04340 Vilnius, Lithuania  
Company Code 302817897  
VAT code LT100007003510  
[www.tndmtrucking.com](http://www.tndmtrucking.com)

**Company Details:**

Tel. +370 5 211 3100  
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Citibank Europe plc Ireland  
Swift Code: CITIIE2X

**IBAN Numbers:**

IE24CITI99005142146048 (currency EUR)  
IE69CITI99005142412376 (currency PLN)





26. The Parties shall be released from their responsibility for partial or full non-execution of their liabilities hereunder, if such failure is due to any force majeure circumstances (for example: acts of God, hostilities, acts and actions of legislative and executive authorities and other similar circumstances) impeding fulfilment by the Parties hereto of their obligations hereunder, which the Parties did not foresee and could not foresee on the date of signature of this Agreement. The Parties agree that force majeure shall not include situations where the Customer is aware, or reasonably should have been aware, of adverse conditions such as flooding or other natural disasters in a specific area. Therefore, if the Customer directs a truck to a location affected by such adverse conditions, such as flooding, it shall not be considered a force majeure event in relation to the Customer's obligations under this Agreement, meaning that the Customer shall not be released from obligation to pay the agreed amounts under the Agreement.
27. In case of force majeure circumstances the fulfilment of obligations will be postponed for a period equal to the time during which such circumstances lasted. The Party affected by force majeure circumstances shall notify the other Party of such circumstances within reasonable time by using all means available to both Parties hereto and attach sufficient proof.
28. Should a circumstance of force majeure persist for longer than 3 (three) months, each Party may terminate this Agreement with reasonable written notice to the other Party, and neither shall claim damages from the other Party.
29. The Parties agree that plague, epidemics, pandemics, infectious disease outbreaks or any other public health crisis, including quarantine or other restrictions on the employees of the Parties, their suppliers and customers, on the activities of the Parties, their suppliers and customers, including statutory restrictions (except where the law directly suspends the activities of the Parties or restricts them in such a way that the Parties are unable to take action necessary to fulfil their obligations under this Agreement), shall not be considered as force majeure impeding fulfilment of financial obligations (making payments) under this Agreement. In the circumstances referred to in this paragraph, the Parties agree that, in the event of an obligation under the Agreement to provide originals of at least one of the documents provided for in the Agreement, the provision of scanned copies of such relevant documents shall be deemed appropriate. However, if the circumstances referred to in this paragraph physically impede and / or restrict possibility of providing services (restrictions on crossing borders, employees' shortages due to disease outbreak or compulsory isolation / quarantine of workers, etc.), such circumstances would be considered as force majeure circumstances, relieving the Carrier from liability of failure to perform contractual obligations.
30. The Parties also agree that in case of any differences between conditions specified in separate order sheet and the main Agreement, priority shall apply to the conditions specified in the main Agreement.

	CARRIER	CUSTOMER
<b>BUSINESS DEVELOPMENT RESPONSIBLE</b>	<b>Name:</b> <b>Position:</b> Tel.: E-mail:	<b>Name:</b> <b>Position:</b> Tel.: E-mail:
	Sign:	Sign:
	Name: Andrius Ivaškauskas	Name:
	Title: Director	Title:
	Date:	Date:

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