

Raben Lietuva UAB

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Raben**GENERAL TERMS AND CONDITIONS****of transport services rendered by****JSC Raben Lietuva****1. Definitions**

The terms listed herein below shall have the following meaning:

- 1.1. **Additional Service** – extra service supplementing Transport Service or extended conditions of Transport Service as described in **Appendix 1**.
- 1.2. **Applicable Law** – all legal regulations in force in the Republic of Lithuania.
- 1.3. **Business Day** – days from Monday to Friday, excluding public holidays which fall within this time period on the territory of the countries through which the Transport Service is executed.
- 1.4. **Carrier** – JSC Raben Lietuva.
- 1.5. **Carrier's Website** – lietuva.raben-group.com
- 1.6. **Cold Chain Goods** – perishable goods such as fresh agricultural produce, seafood or frozen food which require Controlled Temperature during transport and storage.
- 1.7. **Consignee** – an entity indicated in the Transport Order which is entitled to receive the Consignment in a place specified in the Transport Order.
- 1.8. **Consignor** – an entity indicated in the Transport Order which hands over the Consignment for transport to the Carrier in a place specified in the Transport Order.
- 1.9. **Contract of Carriage** – a contract pertaining to Transport Service concluded by and between the Carrier and the Customer.
- 1.10. **Customer** – an entrepreneur or business entity which concludes a Contract of Carriage with the Carrier in connection with its business operations.
- 1.11. **Controlled Temperature** – temperature range during transport and temporary storage.
- 1.12. **Domestic Transport Service** – Transport Service if the place of collection and the place of delivery of the Consignment are located in the Republic of Lithuania, without exceeding its frontier.
- 1.13. **Consignment** – goods accepted for transport on the basis of a Transport Document, destined for one Consignee and for one unloading place, packed and placed on or inside a Transport Unit.
- 1.14. **Excluded Goods** – goods in respect of which the Carrier does not provide Transport Services, specified in **Appendix 2**.
- 1.15. **GT&C** – these general terms and conditions and Appendixes hereto, as amended from time to time.
- 1.16. **International Transport Service** – Transport Service if the place of collection and the place of delivery of the Consignment are located in two different countries.

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- 1.17. **Lead Time** – period of time expressed in Business Days required for the completion of Transport Service (from the day of collecting the Consignment from the Consignor until their delivery to the Consignee).
- 1.18. **SDR** – special drawing rights.
- 1.19. **Groupage transport** – shipment transportation with transshipment in intermediate terminals of Raben countries. During groupage transport, shipment must comply with the following restrictions:
- shipment suitable for loading through truck back;
 - maximum shipment dimensions are available: length 240 cm; high 220 cm; width 220 cm;
 - up to 8 pallets or not more than 5000 kg during one transportation;
 - one shipment unit cannot be heavier than 1200 kg (sender/consignee need to have opportunity to load/unload the shipment from Raben truck)
 - maximum weight of shipment packed not on the pallet – 30 kg;
 - long shipment – maximum unit length 6 m., up to 30 kg.
- 1.20. **Direct transportation** – shipment transportation without additional transshipments in terminals. The price for such transportation are negotiated on case-by-case basis.
- 1.21. **Terms of Transport Service** – type and size (including gross weight and dimensions) of the Consignment, information if the goods are Cold Chain Goods or excise goods, requirements regarding Controlled Temperature, place and time of collection of the Consignment, place of delivery of the Consignment, planned Lead Time, Carrier's remuneration, customs clearance instructions, Additional Service(s), as well as any other essential terms of Transport Service as required by the Applicable Law.
- 1.22. **Transport Document** – any document or documents which constitute(s) a proof of accepting of the Consignment for transport and the course and execution of the Transport Service.
- 1.23. **Transport Order** – an order placed by the Customer to execute Transport Service under the Terms of Transport Service previously agreed between the Customer and the Carrier.
- 1.24. **Transport Service** – transport of the Consignment by means of road transport.
- 1.25. **Transport Unit** – EUR-pallet, a pallet of any other type, basket, cardboard box, crate and other containers acceptable in the system of placing Transport Orders, on or inside of which transported Consignment is located.
- 1.26. **Additional cargo insurance** – transport service includes only the service of transporting goods. JSC Raben Lietuva offers you an additional service – to insure your cargo with additional insurance. This additional service is only a recommendation, optional and not mandatory. Additional insurance services VAT application depends on the comprehensiveness of the general delivery services with the following provisions:
- a) according to EU VAT Council Directive 2006/112/EC the value of the services includes insurance costs borne by the buyer;
 - b) under the insurance conditions set by JSC Raben Lietuva and insurer;

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- c) unification of the policies of the Raben Group providing services in the EU territory.

2. Scope of application

- 2.1. The Carrier provides Transport Services to Customers based on Contracts of Carriage, GT&C and the Applicable Law.
- 2.2. By concluding a Contract of Carriage with the Carrier, the Customer consents to the execution of the Transport Service in accordance with the agreed Terms of Transport Service, provisions of GT&C and the Applicable Law.
- 2.3. Any deviation from the content of GT&C shall require written consent of the Carrier, otherwise such deviation shall be null and void.

3. Subject matter of Transport Services

- 3.1. The Carrier provides Transport Services in respect of all kinds of goods except for Excluded Goods and goods specified in Clause 3.2.
- 3.2. Subject to Clause 3.4., the Carrier does not provide Transport Services in respect of:
- 3.2.1. Consignments with goods with a value (excluding VAT) exceeding the equivalent of the amount of SDR 8.33 per each kilogram of gross weight of goods, irrespective of the total value of the goods;
- 3.2.2. Consignments with goods with a total value (excluding VAT) exceeding the amount of EUR 15,000, irrespective of the value per kilogram of gross weight of the goods.
- 3.3. If the value of the goods is not expressed in EUR, in order to determine if the value of goods does not exceed the limits set forth in Clause 3.2.1 and 3.2.2, the value of the goods and/or limits set forth in Clause 3.2.1 and 3.2.2 shall be converted into Euro according to the official exchange rate communicated by the European Central Bank and applicable as of the day of concluding the Contract of Carriage.
- 3.4. Provision of Transport Service in respect of the goods referred to in Clause 3.2.1 and 3.2.2 requires formal, explicit consent of the Carrier. The consent of the Carrier may not be implied or inferred from another declaration of intent but must be expressed explicitly in written or electronic form under pain of nullity, prior to concluding a Contract of Carriage, upon request of the Customer specifying the value of the Consignment. The Carrier can make its consent subject to acceptance by the Customer of specific Terms of the Transport Service, in particular increased remuneration due to the Carrier for the Transport Service. If the Terms of Transport Service are specified in a framework contract or standing order agreed between the Customer and the Carrier, the consent of the Carrier may be also expressed by the Carrier prior to or simultaneously with accepting of the Transport Order by the Carrier.
- 3.5. In the absence of the consent referred to in Clause 3.4, it shall be presumed that the Consignment will not include Excluded Goods or goods referred to in Clauses 3.2.1 and 3.2.2.

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- 3.6. In the case of entrusting the Carrier with the Transport Service in respect of the Excluded Goods or goods referred to in Clause 3.2.1 or 3.2.2 without prior explicit consent of the Carrier (i.e. with violation of Clause 3.4), the Carrier shall be liable for possible loss of or damage to such Consignment pursuant to Clause 9, however subject to Clause 9.8 and with the reservation that the compensation for the loss of or damage to such Consignment shall not exceed the limits stipulated in Clause 3.2.1 or 3.2.2, whichever is lower.
- 3.7. The Carrier may offer Additional Services as described in **Appendix 1** supplementing or extending the Transport Service.
- 3.8. The Customer must in all cases to inform the Carrier that the goods being transported are SENT goods. There are two ways to provide information: by email at the time of placing the Transport Order, regardless of the place of loading/unloading, or when placing the Transport Order via myRaben making the appropriate marking in the system when the country of collection/delivery is Poland. Customer confirms, that he has been informed, that all shipments to/from Lithuania go via Poland, therefore the Customer undertakes to inform Raben Lietuva service specialist by email if the transported goods are SENT goods, even if the country of delivery/loading is not Poland.

List of goods monitored by SENT you can find **here**.

4. Concluding Contract of Carriage

- 4.1. Concluding a Contract of Carriage requires the Terms of Transport Service to be agreed between the Customer and the Carrier. Notwithstanding the foregoing, in the case of the Excluded Goods or goods referred to in Clause 3.2.1 and 3.2.2, concluding a Contract of Carriage requires the explicit consent of the Carrier referred to in Clause 3.4.
- 4.2. Agreement on the Terms of Transport Service can be affected in particular through:
- 4.2.1. submitting the offer by the Carrier stipulating the Terms of Transport Service in response to an enquiry submitted by the Customer; and
- 4.2.2. giving the Transport Order by the Customer to the Carrier in order to entrust the Carrier with the execution of the Transport Service under the Terms of Transport Service specified by the Carrier; and
- 4.2.3. accepting the Transport Order by the Carrier.
- 4.3. The Terms of Transport Service may also be specified in a framework contract agreed between the Customer and the Carrier.
- 4.4. Transport Order shall be placed with the Carrier in a manner and within cut-off times specified in **Appendix 3**. Notwithstanding the above, the Transport Order cannot be placed after the deadline if such has been specified by the Carrier in the Terms of Transport Service (term of validity). By placing the Transport Order, the Customer confirms:
- 4.4.1. its consent with the Terms of the Transport Service specified by the Carrier; and

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4.4.2. that it has acknowledged and consents to the observance of the provisions of GT&C.

- 4.5. Transport Order given by the Customer to the Carrier shall comply with the Terms of the Transport Service agreed with or specified by the Carrier. In case of any discrepancies the Terms of Transport Service agreed with or specified by the Carrier shall prevail over the Transport Order. In case the Terms of Transport Service have not been agreed with or specified by the Carrier, the Carrier shall not be bound by the Lead Time and the amount of remuneration specified in the content of the Transport Order, and shall have the right to render the Transport Service on the terms and conditions specified in these GT&C.
- 4.6. The Customer shall be bound by the Transport Order from the time of placing it with the Carrier until the Carrier refuses to carry out Transport Service and rejects the Transport Order.
- 4.7. The Carrier reserves the right to refuse to carry out Transport Service without bearing any liability or other negative consequences vis-à-vis the Customer, in particular:
- 4.7.1. if the Transport Order is placed after the lapse of the term of validity resulting from the Terms of Transport Service; or
- 4.7.2. if the Transport Order is noncompliant with the Terms of the Transport Service specified by the Carrier, GT&C or the Applicable Law; or
- 4.7.3. if the Transport Order has been completed illegibly, incorrectly or incompletely;
- 4.7.4. if the Customer is in arrears with payment of any amount due to the Carrier; or
- 4.7.5. due to other reasons which prevent the Carrier from carrying out the Transport Service or significantly hinder the performance of the Transport Service on the agreed Terms of Transport Service; or
- 4.7.6. in cases stipulated by the provisions of the Applicable Law.

The Carrier shall immediately notify the Customer about the refusal to accept the Transport Order. In the case of a refusal to accept the Transport Order by the Carrier the Contract for Carriage shall not be concluded and such Transport Order shall not cause any legal consequences or result in any obligations for the Carrier.

- 4.8. The Transport Order shall be deemed accepted by the Carrier – which is equivalent to concluding a Contract of Carriage – if the Carrier does not notify the Customer about a rejection of the Transport Order in due course. Notwithstanding the above, the tacit acceptance does not apply to the Transport Order regarding the Excluded Goods or goods referred to in Clauses 3.2.1 and 3.2.2. The Transport Order regarding the Excluded Goods or goods referred to in Clauses 3.2.1 and 3.2.2 requires explicit acceptance (confirmation) by the Carrier.
- 4.9. The driver executing the Transport Service shall have no right to amend or supplement the Terms of Transport Service.

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Raben**5. Change of Transport Order**

- 5.1. The Customer is allowed to change the content of the Transport Order only with prior consent of the Carrier, unless otherwise is provided by the Applicable Law.
- 5.2. To the extent permitted by the Applicable law, the Carrier can refuse to accept the change of the Transport Order. Provisions of 4.6 – 4.9 shall apply accordingly.
- 5.3. If the Carrier refuses to accept the changed Transport Order – the Contract of Carriage shall be deemed terminated. The Customer shall reimburse to the Carrier any and all costs and expenses borne by the Carrier in relation to or in order to execute the Transport Service based on the original Transport Order.

6. Carrier's remuneration

- 6.1. The Carrier provides Transport Services and Additional Services against remuneration. In addition, in cases referred to in the Contract of Carriage, these GT&C or in the Applicable Law, the Customer shall reimburse the Carrier for costs and expenses incurred in relation to the execution of Transport Services.
- 6.2. Remuneration due to the Carrier for Transport Service depends in particular on the type and size of the Consignment, the length of transport route, as well as the possible special conditions which must be met during execution of Transport Service.
- 6.3. The remuneration shall be agreed by the Carrier and the Customer in the Contract of Carriage. The Carrier has the right to increase remuneration if it appears that the actual Terms of the Transport Service are different from the Terms of Transport Service specified by the Carrier in response to an enquiry submitted by the Customer (or the Terms of Transport Service specified in the framework contract or standing order) or noncompliant with the Transport Order, in particular if the type or size of the Consignment or other parameters of the Consignment are different from the type or size of the Consignment or other parameters of the Consignment declared by the Customer or specified in the Transport Order.
 - 6.3.1. If, after the Carrier has remeasured the cargo, the dimensions of the cargo do not correspond to those given in the order, the price of the shipment transportation shall be recalculated on the basis of the actual parameters of the cargo and the currently valid price list.
- 6.4. Unless otherwise agreed:
 - 6.4.1. the Customer shall pay remuneration to the Carrier and shall reimburse the Carrier for costs and expenses in accordance with the Carrier's Tariff as specified in **Appendix 4**, on the basis of invoices issued by the Carrier, within 14 days from the day of issuing the invoice;
 - 6.4.2. remuneration is specified in **Appendix 4**.
 - 6.4.3. In case the Customer is in delay with payment of the remuneration due to the Carrier more than 14 days, the Carrier has a right to reject any new Transport Orders and to suspend the execution of any pending Transport Service until the outstanding Carrier's remuneration has been fully paid by the Customer. In case of a default in payment resulting from individual invoices is longer than 30 (thirty)

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days, the Carrier has a right to transfer the claims for overdue payments to debt collection companies and the Customer shall have to bear all costs associated with it.

6.4.4. For each delayed payment day, the Carrier has the right to apply a penalty of 0.1% of the amount which is late.

6.5. Any agreements between the Customer and the Consignee regarding the payment for Transport Service and any other liabilities burdening the Consignment, in particular those resulting from Incoterms, shall not be binding for the Carrier.

6.6. Electronic accounting documents are sent to their recipients only by e-mail.

7. Customer's obligations

7.1. The Customer shall fulfill or guarantee the fulfillment of any and all requirements which burden the Customer, the Consignor or the Consignee under the provisions of the Contract of Carriage, GT&C or the Applicable Law. The Customer shall be responsible towards the Carrier for the fulfillment of the requirements by the Consignor and the Consignee like for its own acts and omissions. In particular, the Customer shall:

7.1.1. correctly and completely fill in the Transport Order. For the Consignments which require special transport conditions or taking certain precautions due to their properties or requirements resulting from the Applicable Law, the Customer shall notify the Carrier in the content of the Transport Order and by e-mail of such special transport conditions, precautions, properties or requirements;

7.1.2. prepare and pack the Consignment in a manner suitable for road transport and allowing for delivering and releasing the Consignment without any partial loss or damage, taking into account the nature of the Consignment, their vulnerability to damage during transport or loading or unloading, place of loading and unloading, special character of groupage transports which include trans-loading operations and requirements resulting from the Applicable Law or generally accepted industry rules. The Consignment' packaging should: prevent access to the Consignment without tampering with it, ensure the stability and maintaining a balance of the Consignment and protect against external factors. In case of goods stacked on a pallet, the Consignment should be placed on a pallet in such a way that it does not protrude beyond the pallet. Goods placed on or inside other Transport Units should be protected from the inside against the possibility of displacement. In case of dispatching machinery or equipment with protruding elements – such elements should be protected against damage during transport and loading and unloading. In addition, any Transport Units should be wrapped tightly in stretch foil and secured with a tape and, if necessary, provided with markings indicating a possible special character of the Consignment or special requirements as to how to transport them, for example "attention glass, "up / down";

7.1.3. cool down the Cold Chain Goods (if applicable) below the lower limit of the Controlled Temperature;

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- 7.1.4. Consignment over 30 kg should be placed on a Transport Units allowing for reloading with the use of a forklift;
- 7.1.5. mark the Consignment appropriately by marking every Transport Unit with a label provided by the Carrier. All documents related to the Consignment (cargo documents) should be attached to the Consignment. The Carrier does not accept any responsibility for the verification of the cargo documents;
- 7.1.6. correctly and completely fill in the Transport Document for the Consignment and attach to the Transport Document any and all documents necessary for the correct execution of the Transport Service;
- 7.1.7. provide the Carrier with complete, accurate and factual information necessary for the execution of the Transport Service;
- 7.1.8. guarantee the loading and releasing of the Consignment for transport in the loading place within not more than 30 minutes for less than truck loads and 2 hours for full truck loads (FTL) from the moment of providing the means of transport;
- 7.1.9. provide the Carrier with feasible guidelines in case of obstacles occurring while executing Transport Service or releasing the Consignment;
- 7.1.10. guarantee the unloading and takeover of the Consignment in the place of delivery within not more than 30 minutes for LTL and 3 hours for FTL from the moment of providing the means of transport.
- 7.2. Loading and unloading of the Consignment shall be the responsibility of the Consignor and the Consignee, respectively. The Carrier shall neither be responsible for conducting loading and unloading operations nor for providing technical means or equipment allowing for loading and unloading. Possible assistance from the driver during loading and unloading may be offered at the exclusive risk and responsibility of the Consignor or the Consignee.
- 7.3. The Customer shall comply with any operational procedures or manuals which may, from time to time, be issued by the Carrier and published on the Carrier's Website.
- 7.4. The Customer shall comply with the requirements resulting from any applicable (domestic and foreign) regulations regarding transport of goods by road. The Customer shall inform the Carrier if the Consignment is subject to any domestic or foreign regulations which affect the execution of the Transport Service and provide the Carrier with any information and data or make any registrations or declarations required by such regulations for proper execution of the Transport Service.
 - 7.4.1. If the Customer or the Sender delivers the Consignment to the Carrier's terminal, the identity of the person who delivered the Consignment will be checked by contacting the **Customer** (will be sent a copy of the personal document).

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Raben**8. Carrier's rights and obligations**

- 8.1. The Carrier shall accept the Consignment for transport from the moment of completing the loading on the means of transport by which is meant placing the Consignment in the cargo load compartment of the means of transport. The acceptance of the Consignment for transport shall be evidenced in the Transport Document.
- 8.2. The Carrier shall execute the Transport Service in accordance with the Terms of Transport Service. The Carrier is responsible for the organization of the transport process. In particular, the Carrier may execute transport of the Consignment within groupage transports which include trans-loading operations.
- 8.3. The Carrier has the right to use subcontractors in order to execute Transport Service but remains responsible for all acts and omissions of subcontractors like for its own acts and omissions.
- 8.4. When accepting the Consignment for transport the Carrier shall verify exclusively the quantity and apparent condition of Transport Units against the information in the Transport Document and how the Consignment is prepared for transport. The Carrier shall not verify the content of individual Transport Units. If the Carrier does not submit any reservations when accepting the Consignment for transport it shall be presumed that the quantity and apparent condition of the Transport Units was correct at the time of releasing the Consignment for transport whereas such presumption shall not apply to the condition of the Consignment within the individual Transport Units. The Carrier is entitled (but not obliged) to verify the contents of the Consignment to verify information declared by the Customer in the Transport Order or in the Transport Documents.
- 8.5. The Carrier has the right to refuse to accept the Consignment for transport or to refuse or to cease to carry out the Transport Service in particular:
 - 8.5.1. when the Consignment includes Excluded Goods;
 - 8.5.2. when the Consignment or its condition is noncompliant with the Terms of Transport Service specified by the Carrier in response to an enquiry submitted by the Customer (or the Terms of Transport Service specified in the framework contract or standing order) or with the Transport Order, in particular if the Consignment is defective, or type or size of the Consignment or other parameters of the Consignment or methods of packing deviate from the description included in the Terms of Transport Service or Transport Order or – if applicable – Cold Chain Goods have not been cooled down below the Controlled Temperature or the loading place does not allow to keep the Controlled Temperature;
 - 8.5.3. when the Consignment does not have packaging or the packaging of the Consignment is evidently inadequate or improper;
 - 8.5.4. when the Consignment has not been marked or have been marked incorrectly;

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- 8.5.5. when the Transport Document has not been completed or has been completed incorrectly or erroneously;
- 8.5.6. when the Consignor has not prepared documents which under legal regulations must be released together with the Consignment;
- 8.5.7. when the Customer does not allow for the verification of the contents of the Consignment;
- 8.5.8. due to any and all other reasons provided for by the Applicable Law.
- 8.6. The Carrier renders Transport Services - that is: collects the Consignment from the Consignor, transports and delivers the Consignment to the Consignee - exclusively on Business Days, during working hours from 8 until 17 o'clock. The Carrier shall endeavor to complete the Transport Service within the planned Lead Time specified in the Contract of Carriage. Planned Lead Time shall be defined in Business Days. Any time frames expressed in hours shall not be binding unless explicitly accepted by the Carrier. Time covering 24 hours or the multiple thereof shall be understood as the time covering 1 Business Day or a multiple of 1 Business Day.
- 8.7. Unless otherwise agreed on in the Contract of Carriage, the Carrier endeavors to complete the Transport Service within following Lead Times:
 - 8.7.1. In the case of Domestic Transport Service – within 1 - 2 Business Days from the day of collection of the Consignment from the Consignor;
 - 8.7.2. In the case of International Transport Service – within a time which can be reasonably expected of a diligent carrier having regard to the circumstances of the case.
- 8.8. In case of Consignees accepting deliveries based on prior notification or within specified time slots the Carrier is entitled to deliver the Consignment based either on Customer's or its Carrier's arrangements with the Consignee.
- 8.9. In the case when the first delivery attempt was failed because the Consignee was absent, unable to accept the Consignment or due to any other reasons not attributable to the Carrier, the Carrier, unless instructed otherwise by the Customer, will make second attempt to deliver the Consignment to the Consignee on the next Business Day. The Carrier shall charge the Customer additional fee for second delivery attempt in accordance with the Carrier's Tariff as specified in **Appendix 4**.
- 8.10. In the event of unsuccessful second delivery attempt or any other obstacles occurring while carrying out Transport Service or delivering the Consignment, the Carrier have the right to return the Consignment to the Consignee (unless instructed otherwise by the Customer) which will be paid by Client. The Cold Chain Goods shall be returned within 5 Business Days, regardless of the Lead Time which was applicable for the original Transport Service.
- 8.11. The handover (delivery) of the Consignment shall be confirmed in the Transport Document. A refusal to confirm the delivery shall entitle the Carrier to withhold the handover of the Consignment to the Consignee.

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- 8.12. If the provisions of the Contract of Carriage require the Consignee to pay remuneration for the Transport Service and/or any other amounts burdening the Consignment, the Consignee shall pay all amounts due to the Carrier prior to the handover of the Consignment by the Carrier. A refusal to pay the amounts due, referred to in the preceding sentence, shall entitle the Carrier to withhold the handover of the Consignment to the Consignee.
- 8.13. The Consignment is deemed handed over by the Carrier and the risk of loss, partial loss or damage to the Consignment is transferred onto the Consignee upon confirming the delivery of the Consignment in the Transport Document or upon the commencement of unloading the Consignment – whichever is the earliest.
- 8.14. Without prejudice to the mandatory provisions of the Applicable Law, the Carrier has the right to sell or in other way dispose of the Consignment:
- 8.14.1. if for any reason it is or becomes impossible to carry out the Transport Service or to deliver the Consignment in accordance with the agreed Terms of Transport Service and the Customer fails to provide the Carrier with feasible instructions concerning the conduct with the Consignment;
- 8.14.2. in case of loss of Transport Documents if it becomes impossible to identify the person authorized to dispose of the Consignment;
- 8.14.3. in any and all other cases provided for by the Applicable Law.
- 8.15. In case of doubt, the Carrier has the right to check the contents of the cargo. If the Client does not allow the Carrier's employee to check the contents of the cargo, no further cargo transportation will be carried out.

9. Carrier's liability

- 9.1. The Carrier shall be liable towards the Customer for the total loss, partial loss or damage to the Consignment which occurred from the moment of collection of the Consignment from the Consignor until delivery of the Consignment to the Consignee, as well as for delay in delivery, subject to the Contract of Carriage and pursuant to GT&C and provisions of the Applicable Law. The Clauses 9.2 – 9.7 shall apply unless mandatory provisions of the Applicable Law provide for otherwise.
- 9.2. Subject to Clause 3.6, should the Carrier be liable for compensation in respect of total or partial loss of Consignment, such compensation shall not exceed the value of the Consignment at the place and time at which it was accepted for transport, determined based on and in the following order:
- 9.2.1. the commodity exchange price; or
- 9.2.2. the price indicated in the invoice issued in relation to the Consignment; or
- 9.2.3. the value of goods of the same kind and quality. Where the amount of compensation cannot be established as provided for in Clause 9.2.1 – 9.2.2, the amount shall be established by an independent

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valuer. In any case, compensation shall not exceed, however, the limits provided for in the Applicable Law.

- 9.3. Subject to Clause 3.6, should the Carrier be liable for compensation in respect of damage to the Consignment, such compensation shall not exceed the amount by which the Consignment has diminished in value, calculated by reference to the value of the Consignment determined in accordance with Clause 9.2. The compensation for damage to the Consignment cannot, however, exceed:
- 9.3.1. if the whole Consignment has been damaged – the amount payable in the case of total loss of the Consignment;
- 9.3.2. if only part of the Consignment has been damaged – the amount payable in the case of loss of the affected part of the Consignment.
- 9.4. In addition to the compensations provided for in Clauses 9.2 and 9.3 the Carrier shall refund the remuneration due to the Carrier for the Transport Service, customs duties and other costs incurred during and in relation to the carriage of the Consignment:
- 9.4.1. in the case of a total loss – in full amount;
- 9.4.2. in the case of a partial loss – in proportion to the loss sustained;
- 9.4.3. in the case of damage – in the amount corresponding to the amount by which the Consignment has diminished in value.
- 9.5. In the case of delay in delivery, if the claimant proves that damage has resulted therefrom and provide all documents which proof of delay, the Carrier shall pay the compensation for such damage pursuant to and within the scope of the provisions of the Contract of Carriage. Unless the mandatory provisions of the Applicable Law provide for otherwise, any compensation for the delay in delivery shall not exceed the remuneration due to the Carrier for the Transport Service to which the delay relates.
- 9.6. Except for compensations provided for in Clauses 9.2 – 9.5 no further compensations shall be payable for loss of or damage to the Consignment or for delay in delivery.
- 9.7. Should the Carrier be liable towards the Customer for compensation in respect of loss or damage resulting from non-performance or improper performance of the Contract of Carriage, other than loss of or damage to the Consignment or damage resulting from a delay in delivery, such compensation shall not exceed the amount of remuneration which is due for Transport Service to which the non-performance or improper performance relates. Notwithstanding the above, the Carrier shall not be liable for any lost profits and any other type of indirect or consequential damage, in particular damage resulting from any contractual penalties paid by the Customer to any third parties.
- 9.8. The Carrier shall be released from the liability for any loss or damage suffered by the Customer resulting from Customer's failure to fulfil its obligations or duties under the Contract of Carriage, GT&C and/or the Applicable Law, as well as in any and all other cases referred to in the Applicable Law. In particular, the Carrier shall be released from any liability for loss of or damage to Excluded Goods.

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Raben**10. Customer's liability**

10.1. The Customer shall be liable towards the Carrier for any loss or damage and shall reimburse the Carrier for any costs and expenses, including, but not limited to, fines payable to the authorities of the Member States concerned, resulting from non-performance or improper performance of the Contract of Carriage by the Customer. In particular the Customer shall be liable for:

- 10.1.1. providing in the Transport Order, in the Transport Document, or in any other form, information and statements which are untruthful, incomplete, inaccurate or insufficient;
- 10.1.2. lack, incompleteness or incorrectness of documents which are required for execution of the Transport Service;
- 10.1.3. improper condition, packaging or marking of the Consignment;
- 10.1.4. noncompliance of the Consignment with the Terms of the Transport Service agreed between the Customer and the Carrier, GT&C or the Applicable Law;
- 10.1.5. incorrect loading of the Consignment or incorrect placement of the Consignment onto a vehicle;
- 10.1.6. cancellation of the Transport Order previously placed with the Carrier or refusal to load the Consignment onto a vehicle;
- 10.1.7. breaching the obligation to timely load or unload the Consignment;
- 10.1.8. failing to provide guidelines or providing unfeasible guidelines if required by the Carrier;
- 10.1.9. damaging Carrier's property;
- 10.1.10. not informing the carrier by email or via myRaben system that the goods being transported are SENT goods, irrespective of the place of loading/delivery, as provided for in Clause 3.8.

11. Claims

11.1. In case the Carrier's liability arises under the Contract of Carriage, the duly authorized person under the Applicable Law (the Customer or the Consignee) shall submit a written claim to the Carrier. The claim shall specify the amount requested by the Customer and include reasons justifying the requested amount. The claim shall be accompanied in particular with the following evidence:

- 11.1.1. Transport Order;
- 11.1.2. Transport Document;
- 11.1.3. damage report or any other document specifying the size and character of damage to the Consignment - if it has been drawn up;

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- 11.1.4. document evidencing the value of the Consignment (invoice etc.);
- 11.1.5. document evidencing the gross weight of missing or damaged Consignment;
- 11.1.6. information if the Consignment has been insured (cargo insurance) and if the damage has been settled by the insurer;
- 11.1.7. information about the Customer's bank account to which indemnity is to be paid.
- 11.1.8. photos of damaged Consignment – if such have been taken.

The claim shall also include any other information and documents required under the Applicable Law.

- 11.2. The Carrier has the right to request the Customer to submit additional information or documents if they are necessary for investigating the claim. If the claim has been lodged by an unauthorized person or the claim does not meet the conditions, as specified in Clause 11.1, or any other conditions that may apply, or required documents and other evidence have not been submitted, the Carrier shall request the Customer to correct or complete the claim accordingly within the period no longer than 14 days from the date of delivering such a request to the person who submitted the claim, under the penalty of leaving such a claim unresolved
- 11.3. The person who submitted the claim is obliged to preserve the Consignment in their original condition until the end of the proceedings concerning the claim processed by the Carrier.
- 11.4. The Carrier shall respond to a claim within 30 days from the date when the Carrier receives the claim unless any longer period for response is provided for by the Applicable Law. In case of claims exceeding EUR 3,000 the time to respond to the claims can be extended by the Carrier. The Carrier will use its reasonable efforts to process such claims within the period of 6 months.
- 11.5. Unless mandatory provisions of the Applicable Law provide for otherwise, in case the Carrier requests the Customer to complete or correct a claim, the period for responding to the claim, as specified in this Clause 11.4, shall run from the day when the Carrier receives the completion or correction of the claim, respectively with all necessary documents.
- 11.6. Lack of response to the claim within the stipulated time referred to in this Clause 11.4 shall be deemed as rejecting of the Claim by the Carrier.
- 11.7. The Customer shall not be entitled to set off or in any other way deduct any receivables from the Carrier's remuneration or from any other amounts due to the Carrier, without obtaining prior, written consent of the Carrier.
- 11.8. Unless mandatory provisions of the Applicable Law provide for otherwise, the limitation period of the Customer's claims against the Carrier arising under or in connection with the Contract of Carriage shall be 1 year as of the day on which the claim became due.

12. Right of retention or pledge

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12.1. In order to secure any and all Carrier's claims under the Contract of Carriage (including any overdue claims resulting from previously rendered Transport Services), in particular claims for the remuneration and for reimbursement of expenses incurred in relation with the execution of the Transport Service, the Carrier - subject to the Applicable Law - has a right of retention or pledge on the Consignment as long as the Consignment stays with it or a person who holds the Consignment on its behalf, or as long as it may dispose of the Consignment using documents.

13. Final provisions

13.1. GT&C are freely available in the seat of the Carrier and in the seats of Carrier's branches and additionally on the Carrier's Website.

13.2. In any matters not regulated by GT&C relevant provisions of the Applicable Law shall apply.

13.3. Following appendices form an integral part of GT&C:

13.3.1. **Appendix 1 "Additional Services";**

13.3.2. **Appendix 2 "Excluded Goods";**

13.3.3. **Appendix 3 "Placing Transport Orders"**

13.3.4. **Appendix 4 "Carrier's Fees".**

13.4. The Carrier reserves the right to amend GT&C, revoke GT&C and replace GT&C (or any of the appendices to GT&C) with new terms and conditions pertaining to Transport Service - at any time and at its sole discretion. Any amendment, revocation or replacement of GT&C shall be published by the Carrier on the Carrier's Website with appropriate advance notice and / or otherwise communicated to the Customer.

13.5. Any such amendment, revocation or replacement of GT&C shall enter into force and become binding after the lapse of 14 days from the moment of making the amendment, revocation or replacement of GT&C available to the Customer (unless the Carrier's notice specifies a later effective date of the amendment, revocation or replacement of GT&C) and shall not require obtaining consent of the Customer and/or execution of any additional agreements or any other documents by the Customer. In case of Contracts of Carriage concluded before the entry into force of the amendment, revocation or replacement of GT&C, previous GT&C shall apply. In the event that the Customer and the Carrier are bound by the framework agreement pertaining to the Transport Services concluded before the entry into force of the amendment, revocation or replacement of GT&C, previous GT&C shall apply pending the entry into force of an amendment, revocation or replacement of GT&C and amended or replaced GT&C shall apply after the entry into force of an amendment or replacement of GT&C. If case of amendment or replacement of the GT&C the Customer retains, however, the right to terminate the framework agreement pertaining to the Transport Services with 14 days' notice. Until the expiry of the notice period previous GT&C shall apply. The Customer can terminate the framework agreement until the entry into force of an amendment, revocation or replacement of GT&C.

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- 13.6. Unless mandatory provisions of the Applicable Law provide for otherwise, any disputes arising out of or in connection with the Contract of Carriage shall be settled amicably by the Parties through negotiations and if an agreement is not reached, by the competent court having jurisdiction over the Carrier's seat.
- 13.7. These GT&C enter into force and are effective from 2023 06 27.

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