



CUSTOMER HEGELMANN MULTIMODAL UAB GENERAL CONTRACT TERMS AND CONDITIONS

Valid from 20/12/2022

APPLICABILITY

The provisions set out and referred to in these General Contract Terms and Conditions shall apply to every contract concluded with the Carrier for the performance of the whole transport as agreed by the Carrier, whether shown by the issue of a document or not.

1. GENERAL PROVISIONS

1.1. DEFINITIONS

- 1.1.1. "Carrier" means the party who has undertaken to perform or to organize the performance of the whole transport from the place of receipt or place of loading to the place of discharge or the place of delivery, whichever respectively applies to the Contract of Carriage.
- 1.1.2. "Merchant" includes the Shipper, Receiver, Consignor, Consignee, Owner of the goods or Holder of any document of the Contract of Carriage
- 1.1.3. "Article of Transport" includes, unless agreed otherwise, any vehicle, container, flat, pallet, trailer, transportable tank and similar objects used for the consolidation of goods as well as timber packages.
- 1.1.4. "Goods" includes, unless otherwise indicated, all the items described as Article of Transport as well as the contents thereof.

1.2. TRANSPORT ORDER

- 1.2.1. The terms indicated on the Transport order applicable at the date of shipment and are incorporated in these Conditions. Information of the Transport order is available from the Carrier upon request. In the event of inconsistency between these Conditions and the Transport order, the former shall prevail.

1.3. TIME BAR AND NOTICE OF LOSS IN COMBINED TRANSPORT

- 1.3.1. All liability of the Carrier shall cease unless the claim is brought within six months after delivery of the Goods or the date when the Goods should have been delivered or are considered as delivered. Unless notice of loss of or damage to the Goods be provided in writing to the Carrier at the place of delivery before or at the time of the unloading of the Goods into the custody of the person entitled to the delivery thereof, within six days after discharge, such unloading shall be prima facie evidence of the delivery by the Carrier of the Goods as described on the receipt.

1.4. LAW AND JURISDICTION

- 1.4.1. Disputes arising in relation to the Contract of Carriage shall be determined by the Plaintiff and subject to the provisions of these Conditions in accordance with the law at:
 - a) the principal place of business or, in the absence thereof, residence of Defendant;
 - b) the place where the Contract of Carriage was made provided the Defendant has there a place of business, branch or agency through which the Contract of Carriage was made; or
 - c) the place where the Goods were taken in charge by the Carrier or the place designated for the delivery or the place where the Goods were actually delivered.
- 1.4.2. No proceedings may be brought before any other court unless the Parties expressly agree on the choice of another court or arbitration tribunal and the law to be applicable.

2. PERFORMANCE OF THE CONTRACT

2.1. SUB-CONTRACTING

- 2.1.1. The Carrier shall have a right to sub-contract the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the performance of the Contract of Carriage.

2.1.2. The Carrier shall be responsible for all the acts and omissions of any person whose services he makes use of for the performance of the Contract of Carriage as stated in the previous article with limitation indicated in clause 3.5.

2.2. METHODS AND ROUTES OF TRANSPORTATION

2.2.1. The Carrier holds the right to perform the transport in any manner and by any means, methods and routes they seem appropriate for the performance of the Contract of Carriage.

2.3. DELIVERY

2.3.1. If the Merchant does not take the Goods within 2 weeks after discharge of the Goods, the Carrier shall have a right to store the Goods on a behalf of the Merchant at the Merchant's risk and expenses. Such storage shall constitute as a completed delivery by the Carrier.

2.4. HINDRANCES ETC. AFFECTING PERFORMANCE

2.4.1. If at any time the performance of the Contract of Carriage is or will be affected by hindrance, delays or difficulties of whatever kind the Carrier no longer has a duty to complete the performance of the Contract, and may elect one of the following decisions:

- a) consider the Contract of Carriage as terminated and place the Goods at the Merchant's disposal at a place which the Carrier shall deem safe and convenient; or
- b) deliver the Goods at the place designated for delivery as agreed in the Contract of Carriage.

2.4.2. In case of either event indicated in the previous article the Carrier shall be entitled to full payment for Goods received for transportation in addition to compensation for extra waiting and other costs.

3. CARRIER'S LIABILITY

3.1. BASIC LIABILITY

3.1.1. The Carrier shall be liable for loss of or damage to the Goods occurring between the time they take the Goods and the time they deliver the Goods or the Goods are considered as delivered according to these Conditions.

3.1.2. However, The Carrier shall be relieved of liability for any loss or damage if said loss or damage arose or resulted due to the one or more of the following reasons unless international legal acts governing the Carrier's liability indicates differently:

- a) The acts of neglect by the Merchant or their agents.
- b) Carrier's compliance with the instructions of the person authorized to give them.
- c) The insufficient or defective packing of Goods, performed by a person other than the Carrier.
- d) Handling, loading, stowage or unloading of the Goods was performed by or on behalf of the Merchant.
- e) Acts of God.
- f) Insufficient or inadequate marking or numbering of the Goods.
- g) Strikes, lock-outs or stoppages of labor whatever it causes partial or general closure.
- h) Fire, unless it was caused by the fault or negligence of the Carrier.
- i) Acts negligent or default of the Master, Mariner, Pilot or the Servants of the Carrier in the navigation or in the management of the ship.

3.1.3. The burden of proving that the loss or damage was due to one or more of the causes, or events, specified in the sub-clause 3.1.2. shall rest upon the Carrier. When the Carrier establishes that in the circumstance of the case, and the fact that the loss or damage could be attributed to one or more of the causes, or events, specified in sub-clause 3.1.2., it shall be presumed that it was caused. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of the causes or events.

3.2. THE AMOUNT OF COMPENSATION

3.2.1. If the Carrier is liable for compensation in respect of loss of or damage to the Goods, said compensation shall be calculated by the value of the Goods at the place and time they are delivered in accordance with the Contract of Carriage or should have been so delivered.

- 3.2.2. The value of the Goods shall be fixed according to the commodity exchange price or, if there be no such price, according to the current market price or, if there be no commodity exchange price or current market price, by reference to the normal value of goods of the same or similar kind and quality.
- 3.2.3. In combined transport, where the stage of carriage where loss or damage occurred is not known, or is known but no international convention or national law is applied by virtue of Clause 3.4., compensation shall not exceed 2 SDR's per kilogram of gross weight of the Goods lost or damaged. An SDR means Special Drawing Right as defined by the International Monetary Fund.
- 3.2.4. Higher compensation may be claimed from the Carrier only when the value of the Goods declared by the Consignor is exceeding the limits laid down in the Contract Conditions and, with the consent of the Carrier and the value has been stated in the documents of the Contract of Carriage for the purpose of extending the liability of the Carrier.
- 3.3. DELAY, CONSEQUENTIAL LOSS ETC.
- 3.3.1. Times shown in timetables, sailing plans or elsewhere indicating the time of the Carriage are approximate and not guaranteed. These schedules are not to be considered part of the Contract of Carriage and are subject to change without notice to the Merchant.
- 3.3.2. Delay in delivery of the Goods shall be considered only if it is proved by the Merchant that delivery of the Goods has not been made within a time limit that is clearly unreasonable with regard to all circumstances of the case in the context of the Contract of Carriage.
- 3.3.3. If the Carrier is held liable for the delay, meaning consequential loss or damage to the Goods, the liability of the Carrier shall be limited to the freight price for the transport or to the value of the Goods as stated in Clause 3.2. of these Conditions, whichever is the lesser.
- 3.4. SPECIAL PROVISIONS AND PARAMOUNT CLAUSE
- 3.4.1. If provisions contained in international convention or mandatory national law apply to the carriage by sea the liability of the Carrier shall be determined by the Hague Rules contained in the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading, signed at Brussels on 25 August 1924 as amended by the Protocol signed at Brussels on 23 February 1968 and the protocol in relation to SDR's signed at Brussels on 21 December 1979.
- 3.4.2. If provisions contained in the international convention or mandatory national law apply to the carriage by air the liability of the Carrier shall be determined by the Montreal Convention rules contained in the Convention for the Unification of certain rules relating to international carriage by air signed at Warsaw on 12 October 1929 as amended by the Protocol signed at Montreal on 28th of May 1999.
- 3.5. DEFENCES AND LIMITS FOR THE CARRIER AND SERVANTS ETC.
- 3.5.1. The defenses and limitations of liability established in these Standard Conditions shall apply to any action against the Carrier for loss of or damage to the Goods whether the action be founded in contract or tort.
- 3.5.2. If any action for loss or damage to the Goods is brought against a servant, agent or independent contractor or any of those referred to in sub-clause 2.1.2., such person shall be entitled to avail himself of the defenses and limits of liability, which the Carrier is entitled to invoke under these Standard Conditions.
- 3.5.3. In any case the amounts recoverable from the Carrier and his agents shall in no case exceed the limits provided for in these Standard Conditions.

4. DESCRIPTION OF GOODS

4.1. CARRIER'S RESPONSIBILITY

- 4.1.1. The Document of the Contract of Carriage shall be prima facie evidence of the delivery of the Goods as therein described the particulars which the Carrier had reasonable means of checking during performance of the contract.

4.2. Shipper's Responsibility

4.2.1. The Merchant shall be deemed to have guaranteed to the Carrier the accuracy of the description of the Goods, marking, numbers, quantity and weight, as furnished by the Merchant and they shall indemnify the Carrier against any losses, damages and expenses resulting from such inaccuracies.

5. FREIGHT AND LIEN

5.1. FREIGHT

5.1.1. Freight shall be deemed earned and shall be paid in any event and is non-returnable. Pre-payable freight and other charges shall be payable at the latest upon receipt of the Goods by the Carrier and freight and other charges, if any, shall be payable at the latest on the date when the Goods are delivered or should have been delivered.

5.1.2. Interest rate of 1.5 per cent per month, or, in the event of mandatory national provisions, at a rate that is applicable by law, shall run from the date when freight and other charges are due.

5.1.3. If the currency in which freight and other charges were agreed to be paid is devalued or an alteration in the rate of exchange occurs with the same effect as a devaluation between the date of agreement of the Contract of Carriage and the date when the freight and other charges are payable, then all payments shall be automatically and immediately increased in proportion to the extent of the devaluation of the said currency.

5.1.4. In the event of an increase in fuel price all freight rates may be adjusted in order to compensate the Carrier for increased costs as from the day of such increase.

5.1.5. If the information or the documents supplied by or on behalf of the Merchant are incorrect, it is agreed that a sum equal to double the correct freight less the freight charged, shall be payable as liquidated damages to the Carrier, notwithstanding any other sum having been stated as freight payable.

5.2. LIEN

5.2.1. The Carrier shall have a lien on the Goods and the right to sell by public auction or otherwise at his discretion for all freight charges and other expenses of whatever kind and nature in respect of any previously unsatisfied amounts of the same nature and for the same costs and expenses of exercising such a lien and such sale.

5.2.2. Such lien and liability shall remain independent of the fact that the Goods have been landed, stored or otherwise dealt with. If after the sale of the Goods the generated amount fails to realize the unsatisfied amount of the Carrier, they shall be entitled to recover the difference from the Merchant.

6. MISCELLANEOUS PROVISIONS

6.1. General Average

6.1.1. General Average shall be adjusted according to York - Antwerp Rules 1974 as amended in 1994 at any port or place at the option of the Carrier whether declared by the Carrier or a subcontractor of the Carrier. This provision shall cover all Goods whether carried on or under deck as well as deck cargo and live animals. The Merchant shall deliver such cash deposit and/or other security as the Carrier may deem sufficient to cover the estimated general average contribution of the Goods before delivery if the Carrier requires, or, if the Carrier does not require, within three months of the delivery of the Goods, whether or not at the time of the delivery the Merchant had notice of the Carrier's lien. If a salvaging vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salvaging vessel belonged to strangers.

6.1.2. If the Carrier delivers the Goods to the Merchant without claiming any average bond or other security for contribution to General Average the Merchant - by receiving the Goods - becomes personally liable for the contribution up to the CIF value of the Goods provided the Carrier notifies the Merchant within three months after receipt by the Merchant of the Good of his intention to declare General Average.

6.1.3. The Merchant undertakes, if so requested by the Carrier, to disclose the CIF value of the Goods and the name and address of the Underwriter. Unless the Merchant provides the Carrier with an undertaking from such Underwriter to pay General Average contribution the Merchant shall give the Carrier such other security as he may approve.

6.2. BOTH-TO-BLAME COLLISION CLAUSE AND NEW JASON CLAUSE

6.2.1. The Both-to-Blame Collision Clause and New Jason Clause as adopted by BIMCO are considered incorporated herein.

6.3. DANGEROUS & MARINE POLLUTING GOODS

6.3.1. The attention of the Consignor and Shipper is drawn to the International Maritime Dangerous Goods (IMDG) Code Amendment 27, 1994 and supplements on Emergency Procedures for Ships Carrying Dangerous Goods (EmS) and Medical First Aid Guide for Use in Accidents Involving Dangerous Goods (MFAG).

The following information is always required on dangerous goods shipping documentation and always in this order:

- a) Proper Shipping Name.
- b) Class (and Division when applicable).
- c) United Nations (UN) number. (The IMDG page number must never appear on documents)
- d) Packaging Group (PG).
- e) Number and kind of packages.
- f) Total quantity of dangerous Goods.
- g) Declaration signed on behalf of the shipper.
Further information is sometimes required on shipping documentation depending on the nature of the Goods
- h) For Goods in classes 1, 6.2 and 7, and for certain substances in classes 4.1 and 5.2 - and for Articles of Transport under fumigation.
- i) Specific reference to empty uncleaned Articles of Transport and waste dangerous Goods.
- j) Minimum flashpoint if 61 degrees Celsius or below.
- k) Subsidiary hazards not communicated in Proper Shipping Name.
- l) The words "Marine Pollutant" if applicable.
- m) The words "Limited Quantity" if applicable.
- n) Other information considered necessary by National Authorities. In certain circumstances special certificates are required:
- o) Container Packing Certificate.
- p) Vehicle Declaration.
- q) Weathering Certificate.
- r) Exemption Certificate
- s) Classification etc. Certificate for certain substances in classes 4.1 and 5.2.

6.3.2. Where combined transport is involved the European Agreement for the International Carriage of Dangerous Goods by Road (ADR) and Annex 1 (RID) to the contract for International Carriage of Goods by Rail (CIM) apply to the appropriate leg.

6.3.3. Dangerous Goods must be removed from the port of discharge as soon as is practicable unless specific permission has been obtained for the Goods to remain in the port.

6.3.4. Dangerous Goods which have not been declared to, declared incorrectly or became a risk to the method of transport, other cargo or the environment may be discharged, destroyed or rendered harmless by the Carrier. Such undertaking shall be at the Merchant's risk and expense, except when General Average is declared.

6.3.5. The Merchant shall be liable for any damage, loss and expense caused, if the foregoing provisions are not complied with.

6.4. SHIPPER'S CONSOLIDATION, REEFER AND HEATING MACHINES

6.4.1. If an Article of Transport has not been consolidated and prepared by the Carrier, the Carrier shall, without prejudice to the rights available to the Carrier under Clause 3.1. and 3.4. hereof, not be held liable for damages or loss of the Goods therein nor for damages or loss of the Article of Transport itself.

6.4.2. The Merchant shall indemnify the Carrier for any loss, damage or expense incurred by the Carrier, if such loss, damage or expense is attributable to:

- a) overloading, negligent or inadequate consolidation, securing, covering or locking of the Article of Transport;
- b) the Goods being unsuitable for carriage in the Article of Transport actually used;
- c) the unsuitability or defective condition of the Article of Transport, unless the Article of Transport has been supplied by the Carrier and the unsuitability and/or defective condition would have been apparent by reasonable means of checking.

6.4.3. The Carrier does not accept liability for the consequences of malfunctioning of refrigeration or heating machines used during the performance of the Contract.

6.5. HEAVY LIFTS

6.5.1. All expenses relating to loading and discharging of Goods that require equipment not fitted or available at the dock or on the Vessel is considered as an expense of the Merchant.

6.5.2. The liability of the Carrier in respect of heavy lifts is limited to the period from the time when the Goods are loaded until the time they are discharged.

6.6. AIR TRANSPORTATION

6.6.1. Air Carriage is subject to the rules relating to the Warsaw Convention or the Montreal Convention unless such carriage is not "international carriage" as defined by the applicable Convention. Aspects that are not governed by the Warsaw Convention or the Montreal Convention shall be governed by these Standard Conditions

6.6.2. For carriage to which neither the Montreal Convention nor Warsaw Convention applies, the Carrier's liability is limited in accordance with the Contract Conditions clauses regarding the liability of the Carrier, specifically clause 3.2. The Shipper is permitted to increase the limitation of liability by declaring a higher value of carriage and paying a supplemental charge.

7. SPECIAL CLAUSES

7.1. DECK CARGO NOT COVERED BY CLAUSE 7.2

7.1.1. Goods specified in the Document of the Contract of Carriage which are carried on deck shall be carried without liability of the Carrier for loss or damage of whatever nature arising during carriage by sea whether caused by unseaworthiness or negligence or any other cause whatsoever.

7.2. INSPECTION OF ARTICLES OF TRANSPORT

7.2.1. Any costs incurred by Customs or other Government Authority as a result of opening and/or inspection shall be for the Merchant's account and the Carrier shall not be liable for any loss, damage, delay, costs or expenses incurred or suffered by the Merchant. In addition, the Merchant shall indemnify the Carrier for all consequences arising from such openings and/or inspections.

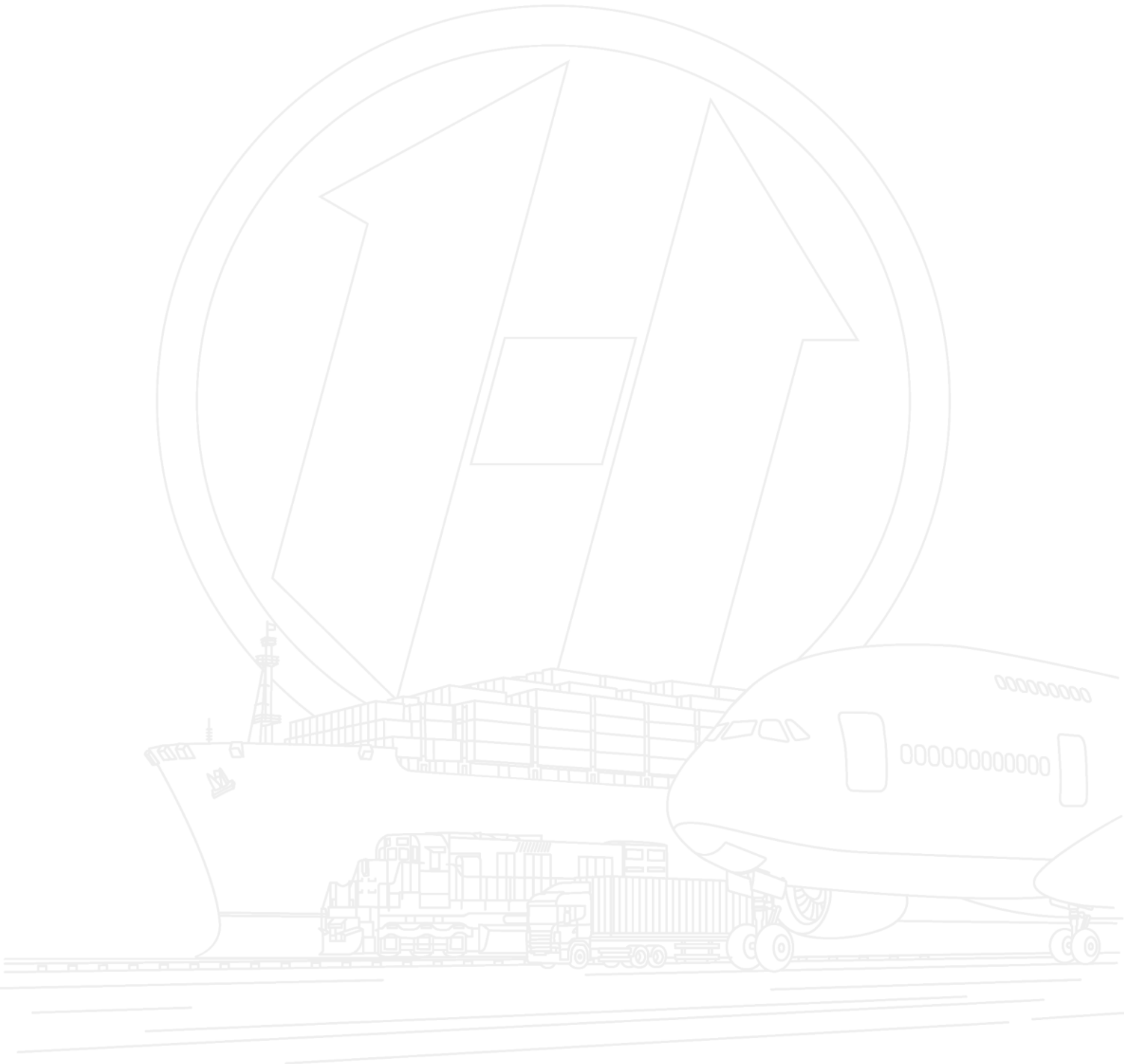
7.2.2. The Merchant is obliged to correct at his own risks and expenses any deficiencies or defects found. If the Merchant fails this obligation, the Carrier is entitled to treat the Contract of Carriage as terminated and place the Goods at the Merchant's disposal. In such case the Carrier is entitled to full freight and indemnification.

7.3. CARRIAGE GOVERNED BY THE HAGUE/VISBY RULES

7.3.1. It is expressly stated that such carriage by sea is subject to the provisions of the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading, signed at Brussels on 25 August 1924 as amended by the Protocol signed at Brussels on 23 February 1968 (the Hague/Visby Rules) and the protocol relating to SDR's signed at Brussels on 21 December 1979 and that any terms or conditions in these Standard Conditions of Carriage or



in the Contract of Carriage deviating from the provisions of the Hague/Visby Rules are null and void to the extent that it deviates from the provisions of the Hague/Visby Rules. The nullity of such a term or condition does not affect the validity of the other terms and conditions of these Standard Conditions of Carriage or of the Contract of Carriage.



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