

APPROVED BY

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JSC “Lithuanian Railways”

Deputy Director General –

Director of Railway Infrastructure Directorate.

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JSC “Lithuanian Railways”

Deputy Director General –

Director of Railway Infrastructure Directorate

THE RULES ON CONTAINER LOADING, WAREHOUSING AND PROVISION OF OTHER SERVICES BY THE TERMINAL MANAGEMENT CENTRE OF THE RAILWAY INFRASTRUCTURE DIRECTORATE OF JSC “LITHUANIAN RAILWAYS”

I. GENERAL PROVISIONS

1.1. The rules on container loading, warehousing and provision of other services by the Terminal Management Centre of the Railway Infrastructure Directorate of JSC “Lithuanian Railways” (hereinafter – the Rules) establish the procedure and conditions for container loading, warehousing and provision of other services (hereinafter – the Services) by the Terminal Management Centre of the Railway Infrastructure Directorate of JSC “Lithuanian Railways” (hereinafter – the Service provider).

1.2. These Rules shall be applied to all natural and legal persons, who will use the Services.

1.3. The Rules were prepared in accordance with normative legislation of the European Union and the Republic of Lithuania.

II. DEFINITIONS

2.1. Customer – a natural or legal person, who has concluded an agreement with the Service provider, who uses the Services for: 1) meeting personal, family or other household needs that are not related to business or profession, or 2) meeting commercial needs that are related to business or profession.

2.2. Container – a standard, reusable 20-45 feet receptacle, intended for carrying freight by ensuring freight safety and fitted with devices permitting mechanical loading and unloading.

2.3. Semi-trailer – trailer coupled with a motor vehicle so that a part of it leans against the motor vehicle, and a part of its weight, as well as a part of the freight weight is borne by the motor vehicle. In these rules, the term of the Semi-trailer is used within the meaning of receptacles intended

for loading and unloading.

2.4. Services – Container loading, warehousing and other services chosen by the Customer and provided by the Service provider, specified in this clause:

2.4.1. Use of Vilnius/Kaunas Intermodal Terminal – it is a Service that can be provided by the Customer (carrier) or the Customer who has concluded an agreement with railway undertaking (carrier) and who has agreed on the delivery of the railway platform designated for loading to the place of Service provision. This Service covers reloading of Containers from one railway platform on another railway platform; reloading of Containers from the railway platform on the vehicle platform; reloading of Containers from the vehicle platform on the railway platform; unloading of Containers from the railway platform to the site for free storage up to 45 days and loading of Containers from the site on the railway/vehicle platform; switching of Containers on one railway platform. A part of the Services indicated in this clause can be provided for Semi-trailers, i.e. unloading of a Semi-trailer from the railway platform to the site, loading from the site on the railway platform, and reloading from one railway platform on another.

2.4.2. Use of Vilnius/Kaunas Intermodal Terminal by motor vehicles – it is a Service provided to the Customer, consisting of the reloading of Containers from one vehicle platform on another vehicle platform; unloading of Containers from the vehicle platform to the site for free storage up to 45 days, and loading of Containers from the site on the vehicle platform, switching of Containers on one vehicle platform.

2.4.3. Storage of Container in type A customs warehouse – storage of goods in Containers in the customs warehouses owned by the Service provider, which are located at the following addresses: Terminalo St. 8, Vilnius, the Republic of Lithuania (customs warehouse No. VA0512) and Palemono St. 78, Kaunas, the Republic of Lithuania (customs warehouse No. KA0506) (hereinafter – the Customs warehouse);

2.4.4. Bringing of Container /Semi-trailer up to the place of inspection in the place of Service provision and its returning – the Customer may choose this Service voluntarily; however, if the Service provider receives an order from a state institution to bring a Container/Semi-trailer to the place of inspection in the place of Service provision, this Service shall be included in the VAT invoice payable by the Customer;

2.4.5. Unloading, loading or reloading of the content of Container/Semi-trailer by a loader – at the Customer's request or order of a state institution, during the inspection, a Euro-pallet, held in the Container/Semi-trailer, which weight together with goods does not exceed 1.5 t, or several Euro-pallets shall be unloaded to the place of inspection, located in the place of Service provision, and loaded back to the same Container/Semi-trailer or unloaded/loaded from one Container/Semi-trailer to another. If the Service provider receives an order from the state institution to carry out unloading, loading or reloading of content of Container/ Semi-trailer, this Service shall be included in the VAT invoice payable by the Customer;

2.4.6. Manual loading – at the Customer's request or demand of the state institution, the content of Container/Semi-trailer or a part of it shall be unloaded to the site of inspection, located in the place of Service provision during inspection, and loaded back to the same Container/Semi-trailer or reloaded from one Container/Semi-trailer to another manually. If the Service provider receives an order from the state institution to carry out Manual loading, this Service shall be included in the VAT invoice payable by the Customer;

2.4.7. Storage of goods in a warehouse – the storage of Customer's goods in the warehouses located in the territory of Service provider (hereinafter – the Warehouse) or Customs warehouses managed by the Service provider.

2.4.8. Preparation of Container/Semi-trailer for loading – the Customer, using Vilnius/Kaunas Intermodal Terminal capabilities, if it is possible to provide such capabilities, or using his own capabilities, shall prepare the Container/Semi-trailer for dispatch in the place of freight preparation, i.e. loads/unloads the freight delivered to the place of freight preparation to/from the Container/Semi-trailer. The Container/Semi-trailer shall be prepared for loading within a maximum of 3 (three) business days.

2.4.9. Dry cleaning of Container/Semi-trailer from powdery residues and trash – opening, cleaning and closing of an empty Container/Semi-trailer and disposal of its residues;

2.4.10. Weighing of Container – bringing of the Customer's Container, located in the place of Service provision, to the place of weighing, its weighing and returning to the place of storage;

2.4.11. Weighing of motor vehicles – weighing of all types of motor vehicles, including weighing with freight, which shall be performed only in Vilnius Intermodal Terminal of the place of Service provision, located at Terminalo St. 8, Vilnius;

2.4.12. Visual inspection of Container/Semi-trailer – opening, inspection and closing of an empty Container/Semi-trailer;

2.4.13. Connection and disconnection of refrigerated Container/Semi-trailer – connection and disconnection of Container/Semi-trailer containing freight that requires a thermal regime;

2.4.14. Power supply to refrigerated Container/Semi-trailer and its maintenance – power supply to Container/Semi-trailer containing freight that requires a thermal regime, and control of the temperature parameters;

2.4.15. Sealing of Container/Semi-trailer with the seals provided by the Customer – closing the Container/Semi-trailer and placing the seals on it;

2.4.16. Removal of document films, old seals and other residues from the outside of the Container – removal and disposal of residues;

2.4.17. Taking pictures of Container/Semi-trailer and sending them to the Customer by e-mail – pictures shall be sent to the e-mail address indicated in the Agreement for Container loading, warehousing and provision of other services;

2.4.18. Storage of Container/Semi-trailer in the

place of Service provision from the 46th day – this service shall be provided after the 45th (forty fifth) day of Service provision, specified in clauses 2.4.1 and 2.4.2 of these Rules;

2.4.19. Bringing up of Container/Semi-trailer for loading – bringing of the Customer's Container/Semi-trailer, located in the place of Service provision, for loading within a maximum radius of 5 km outside the limits of the place of Service provision. By ordering this Service, the Customer must submit to the Service Provider all documents that are necessary for the carriage of the Container/Semi-trailer;

2.4.20. Delivery of documents – takeover of documents, which are necessary for departure of the Customer's Container/Semi-trailer from the place of Service provision, from the Customer and their transfer to the driver of the vehicle (carrier's representative). This Service shall be provided only along with the Service indicated in clause 2.4.1, if the Customer prefers it. If the Service is ordered in Vilnius/Kaunas Intermodal Terminal of the place of Service provision, the Service shall be provided only within the limits of Vilnius/Kaunas city.

2.4.21. Repair of Container/Semi-trailer – minor repair of an empty Container in Vilnius Intermodal Terminal, located at Terminalo St. 8, Vilnius, the Republic of Lithuania, covering welding of Containers/Semi-trailers (welding of the tin on the sides or holes on the roof made during loading, except for the cases, when the Container/Semi-trailer geometry may change due to welding during the repair process) and other repair, which can be performed by using tools available at Vilnius Intermodal Terminal, by coordinating those works in advance.

2.5. Place of Service provision – the territory of the Service provider in the Republic of Lithuania, either in Vilnius Intermodal Terminal, located at Terminalo St. 8, Vilnius or Kaunas Intermodal Terminal, located at Palemono St. 78, Kaunas, Kaunas City Municipality. The Customer shall indicate a specific place of Service provision when completing a Service order.

2.6. In writing – means a method of giving a notification, when information to be transferred to the Service provider or the Customer against signed acknowledgement is sent by registered post or e-mail.

2.7. Verbally – information conveyed at the time

of telephone conversation with the contact persons indicated in the Agreement for container loading, warehousing and provision of other services, as well as its annexes.

2.8. Parties – the Service provider and the Customer that are jointly referred to in these Rules.

2.9. Service order – the Customer's order placed to the Service Provider via the online self-service system of Service provider that may be accessed through the link www.litrail.lt/gelezinkeliu_infrastruktura/paslaugos/konteineriu_terminalu_paslaugos or sending the following information by e-mail tvc@litrail.lt: 1) a properly completed, signed and scanned Service order form, or 2) all information indicated in clause 3.2 by e-mail.

2.10. Service order form – a document, which format is provided in Annex No. 1 to these Rules, which shall be completed by the Customer, specifying what specific Services the Customer prefers to receive and other information necessary for providing the specified Services.

2.11. Agreement – the Agreement (if any) concluded between the Service provider and the Customer, regarding the container loading, warehousing and provision of other services, these rules for Container loading, warehousing and provision of other services, General rates for the provision of Services, separately placed Service orders, other annexes, amendments and supplements to the Agreement.

2.12. Agreement for container loading, warehousing and provision of other services – an agreement regarding the provision of Services, concluded between and signed by the Service provider and the Customer.

2.13. One-off Service provision – rendering of Services on the basis of the Service order form when the Customer wants to receive only a specific one or several Services at one time, and he is not interested in long-term cooperation, and no Agreement for container loading, warehousing and provision of other services is concluded with the Customer. The procedure of ordering One-off Services and provision thereof is set out in Chapter IV herein.

2.14. General rates for the provision of Services – a pricelist of provided Services, which is published on the website at www.litrail.lt/gelezinkeliu_infrastruktura/paslaugos/konteineriu_terminalu_paslaugos and used as reference by the

Service provider while providing Services to the Customer.

2.15. Working time – the time when Services are provided on business days Monday-Thursday from 7.00 a.m. to 4.00 p.m., and on Friday from 7.00 a.m. to 2.45 p.m., lunch break from 11.00 a.m. to 11.45 a.m. the Republic of Lithuania time (GMT+2). Before a public holiday, working time is shortened by 1 hour. If the working time indicated in this clause is changed, this shall be published at www.litrail.lt/gelezinkeliu_infrastruktura/paslaugos/konteineriu_terminalu_paslaugos, without the addition change of the Rules.

III. PROCEDURE FOR ORDERING AND PROVIDING SERVICES, WHEN AN AGREEMENT FOR CONTAINER LOADING, WAREHOUSING AND PROVISION OF OTHER SERVICES IS CONCLUDED

3.1. A Customer, who wants to receive a specific Service, shall place a Service order to the Service provider no later than within 1 (one) business day before the Service provision, i.e. on business days from Monday to Thursday until 3.00 p.m., and on Friday until 2.00 p.m., the Republic of Lithuania time (GMT+2). Before a public holiday, the working time is shortened by 1 hour.

3.2. When placing a Service order, the following data shall be indicated:

3.2.1. name of the natural/legal person, who is placing an order;

3.2.2. number and date of the Agreement for container loading, warehousing and provision of other services on which basis the Service order is placed;

3.2.3. position, name, surname, phone number and/or e-mail address of the person, who places a Service order;

3.2.4. Number of the ordered Services; alphanumeric index of the railway platform (if the Container/Semi-trailer arrives/departs by the railway platform);

3.2.6. alphanumeric indexes of Containers/Semi-trailers;

3.2.7. type of Containers (20-45 feet);

3.2.8. quantity of goods carried in Containers/Semi-trailers;

3.2.9. are the goods held in the loaded

Containers/Semi-trailers classified as dangerous or non-dangerous according to the legislation of the Republic of Lithuania;

3.2.10. seal No of Containers/Semi-trailers (if sealed);

3.2.11. make, model and licence plate of the arriving road vehicle, as well as licence place of the trailer, if available (if the Container/Semi-trailer arrives/departs by the road vehicle);

3.2.12. name of the driver's workplace; name, surname and phone number (if possible) of the driver of the arriving road vehicle;

3.2.13. date and preliminary time of arrival of the road vehicle/railway platform.

3.3. When it has been foreseen that Service orders to the Service provider will be placed not by the Customer, but by his representatives, the Customer undertakes to give his representatives, indicated in the Annex to the Agreement for container loading, warehousing and provision of other services, authorisations compliant with the requirements of legislation. By confirming the aforementioned annex, the Customer authorises the persons indicated therein to place Service orders to the Service provider. When placing Service orders, the Customer or his representative shall indicate all the data referred to in clause 3.2, including name and surname of the road vehicle driver who will arrive, by entitling him (the driver) to accept/transfer Containers/Semi-trailers, as well as to sign a deed of transfer and acceptance in the format approved by the Service provider (the deed shall be drawn up only when accepting/ handing over Containers/Semi-trailers that are arriving/departing by the road vehicle). Information received from the email of the Customer or representatives, indicated in the Agreement for container loading, warehousing and provision of other services or its annex, shall be deemed as having been sent by the Customer or his authorised representatives, and this fact shall be uncontested.

3.4. If particular data indicated in the Service order change after placement of the Service order, the Customer or his representative shall inform the Service provider about these changes Verbally before the start of fulfilling the Service order. If a notification is given Verbally, an updated Service order shall be immediately placed.

3.5. Services shall be provided only during Working time.

3.6. Services referred to in clauses 2.4.1, 2.4.2 and 2.4.3 herein shall be provided no later than within 4 hours at the time of the Republic of Lithuania (GMT+2), calculating from the moment of bringing a Container/Semi-trailer to the place of Service provision; meanwhile, if the Container/Semi-trailer arrived by the road vehicle, then from the moment of signing a deed of transfer and acceptance in the format approved by the Service provider, if there is no need to perform any customs procedures and all the documents are in order, as well as there are no circumstances listed in Chapter V herein.

3.7. The Services indicated in clauses 2.4.4–2.4.20 herein shall be provided within a reasonable period of time, but no later than within 8 working hours, calculating from the moment of bringing a Container/Semi-trailer to the place of Service provision; meanwhile, if the Container/Semi-trailer arrived by the road vehicle, then from the moment of signing a deed of transfer and acceptance in the format approved by the Service provider, if there is no need to perform any customs procedures and all the documents are in order, as well as there are no circumstances listed in Chapter V herein are non-existent.

3.8. The Services, referred to in clause 2.4.21 herein, shall be provided no later than within 14 (fourteen) calendar days, calculating from the moment of approving an estimate of repair costs in Writing, if there are no circumstances listed in Chapter V. An estimate of repair costs shall be provided to the Customer in Writing no later than within 8 working hours from the moment a Container has been brought to the place of Service provision; meanwhile, if Container arrived by the road vehicle, then a deed of transfer and acceptance in the format approved by the Service provider shall also be signed. After provision of the Service indicated in Clause 2.4.21, the Container must be removed from the place of Service provision within 5 (five) business days from the receipt of notification in Writing that the Container may be picked up. If the Customer does not remove the Container within the indicated period of time, it (the Container) will be moved for further storage and the Customer will have to pay additionally for the Service indicated in clause 2.4.1 or 2.4.2, depending on the method of arriving to the place of repair.

3.9. During the provision of services indicated in

clauses 2.4.5, 2.4.6 and 2.4.8 herein, the Service provider will perform only the loading actions; therefore, the Customer or its authorised representative shall take care of all documents, calculation of the quantity of content (goods) in the Container/Semi-trailer and other issues related to the unloading/loading of content (goods) in the Container/Semi-trailer by participating and monitoring the opening of the Container/Semi-trailer, and unloading/loading of the goods or a part thereof.

3.10. When accepting and giving out Containers/Semi-trailers, employees of the Service Provider shall verify the information indicated in the Service order with the actual situation according to the procedure set out in clause 3.1 herein, i.e. they shall verify data about the railway platform (when the Container/Semi-trailer arrives by railway) and/or data on the road vehicle indicated by the Customer or his authorised representative in the submitted Service order by comparing them with numbers, make, model, data about Containers/Semi-trailers and their seals. Besides, an identity document of the driver who arrived by the road vehicle shall be verified in order to make sure that Containers/Semi-trailers will be accepted/handed over by the person indicated by the Customer or his representative in the submitted Service order, who is entitled to accept/hand over Containers/Semi-trailers according to the procedure set out in Clause 3.3. After the fulfilment of these actions and verification of data, it shall be deemed that the Service provider accepted/gave out Containers/Semi-trailers to the authorised person. When accepting/giving out the Containers/Semi-trailers between the Service provider and the driver indicated by the Customer or his representative indicated in the Service order, if the Container/Semi-trailer arrives/departs by the road vehicle, a deed of transfer and acceptance in the format approved by the Service provider shall be signed. The aforementioned deed shall be drawn up in 2 copies, one of which shall be given to the driver indicated by the Customer or his representative in the submitted Service Order.

3.11. If, during the acceptance of a loaded Container/Semi-trailer, it is determined that the Container/Semi-trailer was damaged and if it's available to freely access its freight (goods), the

Container/Semi-trailer shall not be accepted, and the Customer shall be immediately notified of the established situation Verbally and in Writing. In this situation, the Service provider may accept the Container/Semi-trailer only under the guarantee given by the Customer, where it is stated that the Service provider is not liable for the quantity and safety of the freight (goods).

3.12. Services associated with loading, when the Customer desires a Container to be loaded on the vehicle platform, shall be provided only when loading the Container on the road vehicle adapted for this purpose and equipped with non-damaged coupling devices. If the Customer desires that the Container would be loaded on the road vehicle, which is not adapted for the carriage of the Container, or in the cases when coupling devices of the Container are damaged, once Service Provider assesses a possibility to perform such loading and determines that loading equipment will not be damaged during such loading, the loading can be performed upon submission a guarantee by the Customer in Writing, stating that the Customer guarantees to indemnify for losses of loading and transportation that may possibly occur in the territory of the Service Provider, and will not file any claims due to improper loading on the road vehicle that is not adapted for this purpose, as well as damage that may possibly be done to the road vehicle during loading.

3.13. When providing Services indicated in the clauses 2.4.3 or 2.4.7 herein, the goods accepted for storage in the Customs warehouse shall be registered in the accounting documents of the goods stored in the Customs warehouse.

3.14. The goods brought in the Container by the road vehicle to the Customs warehouse shall be accepted according to the procedure set out in clause 3.10 herein, by signing a deed of transfer and acceptance in the format approved by the Service provider. The goods that are not stored in the Container and brought to the Warehouse or the Customs warehouse shall be accepted or given out on the basis of the transport documents. Upon establishment that the type, quantity or other characteristics of the goods do not match the data indicated in the customs, transport, commercial or other documents accompanying the goods, a deed of the product discrepancies shall be issued and the Customer shall be immediately notified thereof Verbally and in Writing, then it shall be

solved how to eliminate discrepancies together with the Customer.

3.15. Goods shall be given out from the Warehouse or the Customs warehouse only to the person entitled to dispose of the goods.

3.16. The remaining goods of the Customer shall be given out from the Warehouse or the Customs warehouse only if the customer has no overdue debts and has settled according with the terms and conditions of the Agreement.

3.17. The goods shall be given out from the Customs warehouse only after the customs checks and issues customs, transport and other documents in accordance with the legislation, which are necessary for the given out goods.

3.18. If the Customer prefers that the Service provider would provide particular services related to the customs to his goods carried in Containers/Semi-trailers, except for the Service indicated in clause 2.4.3 of these Rules, a separate agreement for the provision of customs agent's services shall be concluded with the Service provider.

IV. PROCEDURE FOR ONE-OFF SERVICE ORDERING AND PROVISION

4.1. The Customer, who arrived to the place of Service provision and wishes to receive a specific Service, shall complete and sign a Service order form and submit it to the Service provider. After the Customer submits a properly completed and signed Service order form, it shall be deemed that the Parties agreed, regarding the one-off service provision, indicated in the Service order form.

4.2. When submitting a Service order form, the following data shall be indicated:

4.2.1. name of the natural/legal person, who is placing an order;

4.2.2. position, name, surname, phone number and/or e-mail address of the contact person, who places an order;

4.2.3. Number of the ordered Services;

4.2.4. alphanumeric index of the railway platform (if the Container/Semi-trailer arrives/departs by the railway platform);

4.2.5. alphanumeric indexes of Containers/Semi-trailers;

4.2.6. type of Containers (20-45 feet);

4.2.7. quantity of goods carried in Containers/Semi-trailers;

4.2.8. are the goods held in the loaded Containers/Semi-trailers classified as dangerous or non-dangerous according to the legislation of the Republic of Lithuania;

4.2.9. seal No of Containers/Semi-trailers (if sealed);

4.2.10. make, model and licence plate of the arriving road vehicle, as well as licence place of the trailer, if available (if the Container/Semi-trailer arrives/departs by the road vehicle);

4.2.11. name of the driver's workplace; name, surname and phone number (if possible) of the driver of the arriving road vehicle;

4.2.12. date and preliminary time of arrival of the road vehicle/railway platform.

4.3. The Services shall be provided only during Working time and only after they are paid for under the procedure set out in clause 8.3.1.1 of Chapter VIII.

4.4. The Services shall be provided during the period of time indicated in clauses 3.6–3.8 herein.

4.5. The One-off Service provision shall be subject to clauses 3.9–3.15 of Chapter III herein, as well as any other clauses of these Rules to the extent they are relevant and may be applied for the One-off Service provision.

V. CASES WHEN SERVICES ARE NOT PROVIDED OR THEIR PROVISION IS SUSPENDED

5.1. At the place of Service provision, loading Services shall not be provided to the oversized goods.

5.2. The Service provider shall not provide Services related to loading, if wind gusts are more intensive than 16 m/s.

5.3. Services shall not be provided, if during the time of acceptance of a loaded Container/Semi-trailer, it is established that the Container/Semi-trailer is damaged and it is possible to freely access its freight (goods), except for the cases listed in clause 3.11 herein.

5.4. Services related to the loading shall not be provided, if the Customer desires to load a Container on the road vehicle not adapted for this purpose, or on the vehicle adapted for loading, but has damaged Container coupling devices, except for the cases listed in clause 3.12.

5.5. Services shall not be provided in the case, if there is no possibility to accept Containers/Semi-

trailers in the place of Service provision due to the lack of area in the territory of Service Provider or if the Service provider does not have the mandatory permits that are necessary for the provision of Services for a specific type of goods.

5.6. The Service provider may suspend the provision of Services if:

5.6.1. the Customer does not comply with the procedure for placement of orders set out in clause 3.1 or 4.1 herein;

5.6.2. data of the submitted Service order do not meet the actual situation;

5.6.3. wind gusts achieved a speed of 16 m/s during the provision of Services related to loading;

5.6.4. there is no possibility to accept Containers/Semi-trailers to the place of Service provision due to lack of area or the necessary permits;

5.6.5. the Customer, ordering the Services indicated in clause 2.4.3 or 2.4.7, failed to provide documents and information to the Service Provider, which are necessary for keeping accounts of the goods that he is entitled to dispose of and that are stored in the Customs warehouse;

5.6.6. the Customer fails to pay for the Services according to the procedure set out in the Agreement for Container loading, warehousing and provision of other services or in these Rules;

5.6.7. the Customer does not execute reasonable instructions of the Service provider that are necessary for ensuring legitimacy and safety of Service provision.

5.7. If the Service Provider suspends the provision of Services to the Customer under the grounds listed in this Chapter herein, the provision of Services shall not be renewed until all reasons of such restrictions are eliminated.

5.8. Prior to suspending the provision of Services, the Service provider undertakes to take actions to notify the Customer on the suspension of Service provision.

5.9. If the Service provider cannot provide Services properly due to his own actions or the fault of third persons, including the reasons listed clauses 5.5 and 5.6.4 herein, he shall immediately notify the Customer or his representative who submits a Service order Verbally and in Writing, by indicating specific reasons why it is impossible to provide Services, and actions to be taken in order to eliminate obstacles for the provision of

Services, as well as the estimated period of time when the proper provision of Services will be renewed.

VI. OBLIGATIONS

6.1. The Service provider undertakes:

6.1.1. to provide Container loading, warehousing and other related services and to prepare necessary equipment and personnel for the performance thereof;

6.1.2. when providing Services ordered by the Customer, to comply with the requirements set out in the Agreement for Container loading, warehousing and provision of other services (if it has been concluded), requirements set out in these Rules, Service orders, amendments and supplements of the Agreement, as well as requirements of normative legislation of the Republic of Lithuania and the European Union;

6.1.3. to provide Services within the period of time, set out in these Rules;

6.1.4. to inform the Customer immediately Verbally and/or in Writing, if the Services cannot be provided due to the circumstances set out in Chapter V herein;

6.1.5. to suspend all works or a part of them upon the receipt of a notice from the Customer, instructing to do this;

6.1.6. to provide conditions to the Customer to inspect the goods transferred by him for storage;

6.1.7. to allow the Customer, if necessary, to pick up examples (samples) of the goods stored in the Customs warehouse by declaring them according to the procedure set out in the legislation and submitting them for customs clearance;

6.1.8. if an authorised customs authority makes a decision on the suspension or termination of activities of the Customs warehouse according to the procedure set out in the legislation, to inform the Customer about it in writing no later than within 5 (five) business days;

6.1.9 to inform the Customer about the change of its data indicated in the Agreement for Container loading, warehousing and provision of other services in Writing, no later than within 3 (three) calendar days from the moment of the change thereof. If the Party fails to comply with these requirements, it shall not have the right to file claims, if actions taken by the other Party were carried out on the basis of data last known to it.

6.2. The Customer undertakes:

6.2.1. to comply with the requirements, set out in the Agreement for Container loading, warehousing and provision of other services (if it has been concluded), requirements set out in these Rules, Service orders, amendments and supplements of the Agreement, as well as requirements of normative legislation of the Republic of Lithuania and the European Union;

6.2.2. to ensure that all freight that will be carried in Containers/Semi-trailers or goods that will be transferred for storage in the Warehouse or Customs warehouse will be packed in a proper and high quality manner (the packaging shall be sufficiently durable and protect the goods against damage during loading or storage reliably);

6.2.3. to ensure that Containers/Semi-trailers will arrive to the place of Service provision no later than indicated in these Rules by method indicated in the Service order;

6.2.4. to provide the necessary powers to the Customer's representative according to the procedure set out in clause 3.3 herein, if this is provided in the Agreement for container loading, warehousing and provision of other services;

6.2.5. upon change of representatives indicated by the Customer in clause 3.3, to notify the Service provider immediately, but no later than until the placement of a new Service order, by submitting a newly completed annex to the Agreement for Container loading, warehousing and provision of other services. If the Customer fails to comply with these requirements, he shall not have the right to file claims, if actions taken by the Service provider according to data last known to it contradict to the conditions of the Agreement;

6.2.6. to ensure that during the provision of services indicated in clauses 2.4.5, 2.4.6. and 2.4.8 herein by the Service provider, the Customer or his authorised representative will take care of all documents, calculation of the quantity of content (goods) in the Container/ Semi-trailer and other issues related to the unloading/loading of content (goods) in the Container/Semi-trailer by participating and monitoring the opening of the Container/Semi-trailer and unloading loading of the goods or a part thereof;

6.2.7. to provide information about the arriving vehicles, when service described in clause 2.4.8 is ordered to the Service provider by e-mail address tvc@litrai.lt by indicating the time of arrival and

plate number of the vehicle that will bring the cargo (estimated content of the Container/Semi-trailer);

6.2.8. to submit documents and information to the Service provider that are necessary for keeping accounts of the goods stored in the Warehouse or the Customs warehouse and fulfil of other contractual obligations;

6.2.9. before transferring the goods for storage to the Customs warehouse, to inform the Service provider in writing about the customs status, purpose and objective of storage of these goods in the Customs warehouse;

6.2.10. to remove the goods stored in the Customs warehouse and transferred to the Service provider from the Customs warehouse before expiry of their temporary storage period;

6.2.11. if an authorised customs authority makes a decision to terminate the activities of the Customs warehouse, to remove the goods stored in it, which the Customer is entitled to dispose of, from this warehouse within 30 (thirty) calendar days from the receipt of a notification of a Service Provider about the termination of activities of the Customs warehouse;

6.2.12. to ensure that after provision of the Service indicated in clause 2.4.21 herein, he will pick up the Container from the place of Service provision within 5 (five) business days from the receipt of notification in Writing that the Container may be picked up;

6.2.13. to pay for the Services of Container loading, warehousing and provision of other services according to the procedure and terms, set out in these Rules;

6.2.14. using the Services, not to violate rights and legitimate interests of third persons, as well as the principles of high morality and public order;

6.2.15. to ensure the performance of requirements, set out in the legislation of occupational health and safety, fire safety and environmental protection, when upon the order of service, set out in clause 2.4.8, the Customer prepares the Container/Semi-trailer for loading on its own;

6.2.16. to enclose the dangerous working area by prohibitive and warning signs, to keep safe distances, to maintain order during the loading operations in the part of the territory of the Service provider, where service indicated in clause 2.4.8 is provided, when the Customer prepares the Container/Semi-trailer for loading on its own;

6.2.17. to inform the Service provider about the change of its data indicated in the Agreement for Container loading, warehousing and provision of other services in Writing, no later than within 3 (three) calendar days of the moment of change thereof. If the Party fails to comply with these requirements, it shall not have the right to file claims if actions taken by the other Party were carried out on the basis of data last known to it;

6.2.18. to carry out reasonable orders of the Service provider, necessary for assuring legitimacy and safety of the provision of Services;

6.2.19. to reimburse all expenses to the Service Provider, related to the collection of debt for the provided Services;

6.2.20. if due to the fault of the Customer the customs or other respective institution detains or seizes the goods stored in the Customs warehouse transferred by the Customer, to reimburse losses to the Service provider, associated with loading, transportation and storage of these goods, including administrative penalties imposed on the Service provider and employees of the Service provider;

6.2.21. to store and not to transfer the third persons any access data, intended for the placement and management of Service orders on the self-service system, provided at the time of signing the Agreement for Container loading, warehousing and provision of other services. Upon the change of persons, who have been provided access data, the Customer shall inform the Service Provider about it no later than until the placement of the next Service order, by contacting him in Writing with a request to issue new access data for the newly appointed person, responsible for the placement or Service orders.

VII. THE RIGHTS

7.1. The Service provider is entitled:

7.1.1. to change the General rates for the provision of Services and (or) provisions of the Rules unilaterally, at his own initiative, upon the change of the market conditions and legislation regulating the market, also upon the existence of other objective grounds, by publishing them on the website at www.litrail.lt/gelezinkeliu_infrastruktura/paslaugos/konteineriu_terminalu_paslaugos no less than 14 (fourteen) calendar days before the entry of the amendments into force.

The publicly published notification shall be deemed proper (written) Customer's notification about the unilateral change of the General rates for the provision of Services/Rules. It shall be deemed that the Customer agrees with these changes if he does not notify the Service provider that he disagrees with them before the date of the entry of amendments into force.

7.1.2. to suspend the provision of Services in the cases and according to the procedure set out in these Rules and the Agreement for Container loading, warehousing and provision of other services;

7.1.3. to demand the Customer to reimburse for all expenses related to the collection of debt;

7.1.4. to submit the goods stored in the Customs warehouse and transferred by the Customer for performing any customs-approved actions, if the Customer fails to comply with the requirements set out in clause 6.2.10 or 6.2.11 herein;

7.1.5. to suspend the giving out of goods transferred by the Customer from the Warehouse or Customs warehouse until the full settlement for the Services provided by the Service provider, if the Customer is indebted for these Services or has failed to pay for them in a timely manner at least once;

7.1.6. not to issue the goods transferred by the Customer from the Customs warehouse, if according to the procedure set out in the legislation the validity of the authorisation to establish a Customs warehouse has been suspended, except for the case when on expiry of the period of time for temporary storage of the goods in the Customs warehouse, it is desired to remove the goods from the Customs warehouse by executing other customs-approved actions according to the established procedure, if the validity of the authorisation to establish the Customs warehouse was suspended not because of these goods.

7.2. The Customer is entitled:

7.2.1. to inspect the goods transferred for storage according to the procedure set out in the legislation;

7.2.2. if necessary, to pick up examples (samples) of the goods transferred by him and stored in the Customs warehouse according to the procedure set out in the legislation, by declaring them according to the established procedure and submitting for customs clearance;

7.2.3. to pass over all goods or a part thereof stored by him in the Customs warehouse to the ownership of the state or to destroy them under customs supervision (at the expense of his own or the interested person) according to the procedure set out in the legislation);

7.2.4. to change an owner (consignee) of the goods stored in the Customs warehouse or temporarily stored goods according to the procedure set out in the legislation;

7.2.5. to submit goods transferred by him for storage in the Customs warehouse for performing the selected customs-approved actions according to the procedure set out in the legislation;

7.2.6. to terminate an agreement for Container loading, warehousing and provision of other services, if the Service provider suspends the provision of Services or cannot provide them properly due to the fault of his own or third persons in the cases listed in Chapter V herein;

7.2.7. to submit requests and complaints to the Service provider in Writing.

VIII. PAYMENT FOR SERVICES

8.1. The amount payable by the Customer for the provided Services shall be calculated according to the General rates for the provision of Services valid at the time of the Service provision.

8.2. Payments shall be made in the common currency of the European Union – Euro (EUR).

8.3. Payments for the Services shall be made by one of the following methods:

8.3.1. payment in advance:

8.3.1.1. during the One-off Service provision. In this case, the Customer shall pay for the Services by cash or bank card in the place of Service provision, based on the submitted Service order form no later than until the moment his vehicle with containers drives into the place of Service provision. A VAT invoice shall be issued to the Customer at the time of settlement;

8.3.1.2. when an agreement for Container loading, warehousing and provision of other services is concluded with the Customer and when at the moment of conclusion of this agreement the Customer owes to JSC “Lithuanian Railways”;

8.3.2. payment after the provision of Services within 30 (thirty) calendar days from the receipt (handing) of a VAT invoice, when at the moment of conclusion of the Agreement for Container

loading, warehousing and provision of other Services the Customer does not owe anything to JSC "Lithuanian Railways".

8.4. Specific conditions, related to the payments for the Services, which are not indicated in these Rules, shall be discussed in the Agreement for Container loading, warehousing and provision of other services.

IX. TERMINATION OF SERVICE PROVISION

9.1. Services will not be provided upon the termination of the Agreement for Container loading, warehousing and provision of other services in the following cases:

9.1.1. before expiry of the period of time, on agreement of both parties, or based on written statement of one of the Parties, by notifying the other Party about it 30 (thirty) calendar days in advance;

9.1.2. when the Customer does not agree with the amended General rates for the provision of Services or the Rules and notifies the Service provider about it in Writing at least 7 (seven) calendar days before the entry into force of the General rates for the provision of services, or amendment of the Rules;

9.1.3. in other cases set out in the laws.

X. LIABILITY

10.1. The Parties shall be liable for failure to fulfil their obligations under the procedure set out in the laws of the Republic of Lithuania.

10.2. The Service provider shall be liable for the loss or damage of the goods transferred by the Customer and stored in the Warehouse or Customs warehouse, and fulfilment of obligations set out in the Agreement, except for the cases listed in clause 10.4 herein.

10.3. The Service provider shall not be liable for the cases when damage was done to the Customer, if it happened not due to the fault of the Service provider, including the cases when Containers/Semi-trailers had been transferred under the procedure set out in clause 3.10 herein; however, it turned out that the person to whom the Containers/Semi-trailers were transferred was not entitled to accept them and/or acted in a criminal manner.

10.4. Suspension of the Service provision, or cases when the Service may not be provided due to omission or improper actions of third persons or the Customer, shall not be deemed a delay of Service provision, and in this case, the Service provider shall not bear any liability.

10.5. The Service provider shall not be deemed liable for damage done to the goods held in the Customer's Containers/Semi-trailers or products stored in the Warehouse or Customs warehouse, if it is related, but not limited to the following reasons:

10.5.1. reduction in the weight or evaporation of goods, deterioration, rotting or other processes, which are typical to the deterioration of goods;

10.5.2. fire, flood, riots, rebellions, natural disasters or damage caused by third persons;

10.5.3. damage of the goods due to improper packaging/fastening.

10.6. The Service provider shall not be liable for the Customer's losses incurred when an authorised customs authority makes a decision to suspend or terminate activities of the Customs warehouse according to the procedure set out in the legislation.

10.7. By providing Services set out in clauses 2.4.5, 2.4.6 and 2.4.8 herein, the Service provider shall not be liable for the quantity of the reloaded goods in the Container/Semi-trailer.

10.8. The Customer shall be liable for the consequences of violating the requirements set out in the legislation of fire safety and environmental protection, occupational health and safety rules cause due to his own fault.

10.9. The Customer shall be liable for the correctness and completeness of data indicated in the Service order, and undertakes to reimburse losses to the Service provider incurred due to the violation of this clause.

10.10. The Customer shall be liable for the provision of correct, precise and complete information, including information indicated in documents accompanying the goods, which is related to the placement and storage of goods in the Customs warehouse, and giving them out from it, due to which the Service provider and/or his employees may incur administrative liability if the customs identifies any discrepancies between the goods or other violations related to the warehousing of goods in the Customs warehouse.

10.11. If the Customer fails to pay for the Services

indicated in clauses 2.4.3 or 2.4.7 herein and fails to take care of the goods held in the Warehouse or the Customs warehouse for more than 3 (three) months, the right to dispose of the goods shall pass over to the Service provider.

10.12. If the Service provider is late to provide Services within the period of time indicated in these Rules due to his own fault, the Customer shall have the right to charge a default interest of 0.1 (one tenth) percent from the price of Services indicated in the Service order and intended to be provided, including the VAT, for each day of delay, but no more than up to 20 (twenty) percent, calculating from the next day following the end of the term of Service provision.

10.13. If the Customer is late to pay for properly provided and transferred Services within the period of time indicated in the Agreement, the Service provider shall be entitled to charge a default interest of 0.1 (one tenth) percent of the unpaid amount indicated in the VAT invoice, including the VAT, for each day of delay, from the Customer, but no more than up to 20 (twenty) percent, calculating from the next day following the end of the term of Service provision.

10.14. If the Customer owes to the Service provider for the provided Services, the Service provider shall use the Customer's payments primarily for covering the calculated default interest and only then for covering the accrued debt.

10.15. Payment of the default interest shall not relieve the contracting Parties from their duty to fulfil obligations assumed under the Agreement.

10.16. The Party due to which actions/omission the other Party sustains damage, shall indemnify all direct losses to the other Party, unless it is provided otherwise in the separate clauses of these Rules or the Agreement for Container loading, warehousing and provision of other services.

10.17. If these Rules or Agreement for Container loading, warehousing and provision of other services do not expressly state otherwise, none of the Parties shall be liable for indemnification of indirect losses for the other contracting Party, e.g. for non-concluded or non-fulfilled transactions with third parties, etc.

10.18. The Parties undertake to refrain from actions that would infringe upon rights of the other Party or cause losses to it.

XI. FORCE MAJEURE

11.1. The Party shall not be deemed liable for failure to fulfil any obligations under this Agreement, if it proves that it was caused by force majeure circumstances that it could not control or reasonably foresee, as well as prevent the emergence of circumstances of their consequences. Force majeure circumstances are the circumstances indicated in Article 6.212 of the Civil Code of the Republic of Lithuania, and the Rules on exemption from liability in case of force majeure approved by Resolution No. 840 of the Government of the Republic of Lithuania of 15 July 1996. By establishing force majeure circumstances, the Parties shall follow Resolution No. 222 "On approval of the procedure for issuing certificates in evidence of force majeure circumstances" of the Government of the Republic of Lithuania of 13 March 1997, or normative legislation replacing them. In the event of force majeure circumstances, the contracting Parties shall be exempted from liability for failure, partial failure to fulfil or improper fulfilment of the obligations set out in the Agreement; meanwhile, the period of time for the fulfilment of obligations shall be extended.

11.2. The Party, requesting to be exempted from liability, shall immediately notify the other Party about the force majeure circumstances in Writing, but no later than within 3 (three) business days from the occurrence or finding out of such circumstances by submitting evidence that it has taken all precautions and made every effort to reduce expenses or negative consequences, as well as shall notify about the possible period of time for the fulfilment of obligations. Notification shall also be required when the grounds related to non-fulfilment of obligations disappear.

11.3. The grounds to exempt the Party from liability emerges from the moment of occurrence of force majeure circumstances, or, if notification was not provided in a timely manner, from the delivery of notification. If the Party fails to send a notification or to inform in a timely manner, it shall reimburse the damage suffered by the other Party due to failure to submit a notification in a timely manner, or due to the fact that it was not notified.

XII. CORRESPONDENCE

12.1. Correspondence, notifications and other communications shall be deemed as properly sent/handed:

12.1.1. on the same day when they were handed personally (against signed acknowledgement) to representatives of the Parties;

12.1.2. on the day of delivery thereof to the Party, when they are sent by registered post;

12.1.3. on the following business day after the dispatch, if it was sent by e-mail or on the day of dispatch, if the other Party confirms the receipt by e-mail.

12.2. It shall be informed about the dispatch of important and/or urgently enforceable information Verbally and in Writing.

12.3. The contracting Parties shall correspond in Lithuanian or other agreed language.

XIII. FINAL PROVISIONS

13.1. If any of the provisions of these Rules is declared invalid or non-applicable under the procedure set out in the laws of the Republic of Lithuania, other provisions of these Rules shall remain in force and applicable.

13.2. Disputes regarding the non-performance or improper performance of this Agreement shall be solved by mutual agreement of the Parties; meanwhile, if the Parties fail to reach an agreement within 20 (twenty) calendar days – in the courts of the Republic of Lithuania according to the procedure set out in the laws of the Republic of Lithuania. The place of the court shall be in Vilnius City.

13.3. The Agreement shall be interpreted according to the law of the Republic of Lithuania.

13.4. Conditions of the Agreement are confidential information (commercial secret) and they cannot be disclosed to third persons without the consent of the contracting Parties, except for the cases provided for in the laws of the Republic of Lithuania. The defaulting Party that is deemed liable for the disclosure of information under this Agreement shall fully indemnify all losses related to it.

SERVICE ORDER FORM

No. _____ of _____ 201____

Natural/legal person placing an order _____

(Name, surname/title, code of natural/legal person)

Contact person _____

(Position, name, surname, phone number and e-mail address)

Agreement on which basis the order is placed:** _____

(Date and number)

No	No. of ordered services	Platform No. (indicate when a Container/Semi-trailer arrives/departs by railway)		No. of Container/Semi-trailer		Type of Container in feet		Quantity of goods (kg, pcs, pallets)		Is the cargo dangerous (indicate Yes or NO)		Seal and its number / There is no seal		Quantity of goods in the Container/Semi-trailer after the provision of services No. 5, 6 (complete only when indicated Services are ordered)		Make, model, licence plate No. of the vehicle, licence number of the trailer (if available), title of the company where the driver is employed, driver's name, surname and phone number		Date and preliminary time of arrival	
		1.	2.	1.	2.	1.	2.	1.	2.	1.	2.	1.	2.	1.	2.	1.	2.	Platforms No.1/No.2	Motor vehicles No.1/No.2
		To be completed in all cases	To be completed additionally when Service No 1.1 is ordered	Data about 1 Container/Semi-trailer	To be completed additionally when Services No 5, 6 are ordered	Data about 1 Container/Semi-trailer	To be completed when Services No 5, 6 are ordered	Data about 1 Container/Semi-trailer	To be completed when Services No 5, 6 are ordered	Data about 1 Container/Semi-trailer	To be completed when Services No 5, 6 are ordered	Data about 1 Container/Semi-trailer	To be completed when Services No 5, 6 are ordered	Data about 1 Container/Semi-trailer	Data about 2 Container/Semi-trailer	To be completed in all cases	To be completed additionally when Services No. 2.1, 5, 6 are ordered		
1.																			
...																			

Note. Indicate No. of the ordered services from the List of Services.
When providing Services No. 5 and 6 indicated in the List of Services, we do not assume any liability for the quantity and condition of the reloaded goods in the Container/Semi-trailer.
I am familiar with the Rules on Container Loading, Warehousing and Provision of Other Services of the Terminal Management Centre of the Railway Infrastructure Directorate of JSC "Lithuanian Railways" and undertake to comply with them**

* Delete where not applicable.

_____ (Name, surname and signature)

** Complete if an Agreement/internal arrangement on container loading, warehousing and provision of other services has been concluded.

*** Do not complete if an Agreement/internal arrangement on container loading, warehousing and provision of other services has been concluded.

The order was placed by:

_____ (Name, surname and signature)

THE LIST OF SERVICES

No.	Description
Use of Vilnius/Kaunas Intermodal Terminal*:	
1.1.	Reloading of the Container/Semi-trailer from the railway platform to the railway platform
1.2.	Reloading of the Container from the railway platform to the vehicle platform
1.3.	Reloading of the Container from the vehicle platform to the railway platform
1.4.	Unloading of the Container/Semi-trailer from the railway platform to the site for free storage up to 45 days, and loading of the Container from the site to the railway/vehicle platform.
1.5.	Switching of Containers/Semi-trailers on the railway platform
Use of motor vehicles in Vilnius/Kaunas Intermodal Terminal:	
2.1.	Reloading of the Container from one vehicle platform to another vehicle platform
2.2.	Unloading of the Container from the vehicle platform to the site for free storage up to 45 days, and loading of the Container from the site to the vehicle platform
2.3.	Switching of Containers on the vehicle platform
Warehousing and other services:	
3.	Storage of Container in an open, type A customs warehouse
4.	Bringing of Container/Semi-trailer up to the place of inspection in the place of Service provision and its returning
5.	Unloading, loading or reloading of the content of Container/Semi-trailer by a loader
6.	Manual loading
7.	Storage of goods in the warehouse
8.	Preparation of Container/Semi-trailer for loading
9.	Dry cleaning of Container/Semi-trailer from powdery residues and trash
10.	Weighing of Container
11.	Weighing of motor vehicles**
12.	Visual inspection of Container/Semi-trailer
13.	Connection and disconnection of refrigerated Container/Semi-trailer

No.	Description
14.	Power supply to refrigerated Container/ Semi-trailer and maintenance
15.	Sealing of Container/Semi-trailer with the seals provided by the Customer
16.	Removal of document films, old seals and other residue from the outside of the Container
17.	Taking pictures of Container/Semi-trailer and sending them to the Customer by e-mail
18.	Storage of Container/Semi-trailer from the 46 th day
19.	Bringing up of Container/Semi-trailer for loading
20.	Delivery of documents
21.	Repair of Container**

* The Service is provided only to the Customer (carrier) or the Customer who has concluded an agreement with the railway carrier and has coordinated on the delivery of the platform to the place of Service provision in advance.

** The Service is provided only in Vilnius Intermodal Terminal, located at Terminalo St. 8, Vilnius.