

APPROVED

By Order No. I(DI)-222 of the
Deputy Director of Lithuanian Railways AB,
Director of the Railway Infrastructure Directorate
of 5 August 2015

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approved by Order No I(DI)-41 the
Deputy Director of Lithuanian Railways AB,
Director of the Railway Infrastructure Directorate
of 9 February 2016

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

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 Lithuanian Railways AB (hereinafter – Rules) lay down the procedure and conditions for container loading, warehousing and provision of other services (hereinafter – the Services) of the Terminal Management Centre of the Railway Infrastructure Directorate of Lithuanian Railways AB (hereinafter – Service Provider).

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

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

II. DEFINITIONS

2.1. Customer – a natural or legal person who has entered into an agreement with the Service Provider, who uses the Services for: 1) satisfying personal, family or other household needs, not associated with business or profession, or 2) satisfying commercial needs associated with business or profession.

2.2. Container – 20-45ft multiple-use standard tare for carriage of goods, ensuring safety of goods and adapted for mechanized loading and unloading.

2.3. Semitrailer – trailer coupled with a motor vehicle so that a part of it leans against the motor vehicle, and a part of its weight, also a part of the weight of its load is borne by the motor vehicle. In these rules, the term of the Semitrailer is used in

the sense of tare designated for loading/unloading.

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

2.4.1. Use of Vilnius/Kaunas Intermodal Terminal – this is a Service that may be provided to the Customer (carrier) or the Customer who has concluded an agreement with the railway undertaking and who has agreed on the delivery of the railway platform designated for loading to the place of rendering of Services. 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 storage free of charge 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 may be provided by Semitrailers, i.e. unloading of a Semitrailer 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 Vilnius/Kaunas Intermodal Terminal by motor vehicles – when the Customer is provided the Service 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 storage free of charge up to 45 days, and loading of containers from the site on the vehicle platform, switching of containers on the one vehicle platform.

2.4.3. Storage of container in open type A customs warehouse – storage of goods in sealed

containers in the customs warehouses managed by the Service Provider, located at the addresses: Terminalo St. 8, Vilnius, Republic of Lithuania (customs warehouse No. VA0512) and Palemono St. 78, Kaunas, Republic of Lithuania (customs warehouse No.KA0506) (hereinafter – the Customs warehouse);

2.4.4. Bringing of Container /Semitrailer for inspection up in the place of rendering of Services and return back – the Customer may choose this service voluntarily, however, the Service Provider, on receipt of an order from a state institution to bring a Container/Semitrailer for inspection to the site of inspection located in the place of rendering of Services, this Service is included into the VAT invoice payable by the Customer;

2.4.5. Unloading, loading or reloading of the content of Container/Semitrailer with a loader – at the Customer’s request or order of a state institution, a euro pallet or several euro pallets held in the Container/Semitrailer are unloaded in the site of inspection located in the place of rendering of Services and are loaded back into the same Container/Semitrailer or are unloaded/loaded from one Container/Semitrailer to another. If the Service Provider receives an order from the state institution to carry out unloading, loading or reloading of content of Container/ Semitrailer, this Service is included into 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/Semitrailer or a part thereof is unloaded to the site of inspection located in the place of rendering of Services during inspection, and loaded back into the same Container/Semitrailer or reloaded from one Container/Semitrailer to another in a Manual way. If the Service Provider receives an order from the state institution to carry out Manual loading, this Service will be included into the VAT invoice payable by the Customer;

2.4.7. Dry cleaning of Container/Semitrailer from bulk residues and waste – opening, cleaning, closing of Container/Semitrailer and disposal of residue;

2.4.8. Weighing of container – bringing up of the Customer’s container in the place of rendering of Services up to the weighing point, weighing and return back to the storage place;

2.4.9. Weighing of motor vehicles – weighing of all type motor vehicles, including weighing with goods, performed only in the place of rendering of Services at Vilnius Intermodal Terminal on Terminalo St. 8, Vilnius;

2.4.10. Visual inspection of Container/Semitrailer – opening, inspection and closing of Container/Semitrailer;

2.4.11. Hooking and unhooking of refrigerated Container / Semitrailer – hooking and unhooking of Container/Semitrailer containing goods that require a thermal regime;

2.4.12. Power supply to refrigerated Container/ Semitrailer and maintenance – power supply to Container/Semitrailer containing goods that require a thermal regime, and control of the temperature parameters;

2.4.13. Sealing of Container/Semitrailer with seals provided by the Customer – closing placing of seals on Container/Semitrailer;

2.4.14. Removal of document films, old seals and other residue on the outside of the Container – removal and disposal of residue;

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

2.4.16. Storage of Container/Semitrailer in the place of rendering of Services from the 46th day – is provided after the 45th (forty fifth) day of providing the Services specified in Clauses 2.4.1. and 2.4.2. herein;

2.4.17. Bringing up of Container/Semitrailer for loading – bringing of the Customer’s Container/Semitrailer that is in the place of rendering of Services for loading within not more than 5 km radius outside the limits of the place of rendering of Services. By ordering this Service, the Customer must submit to the Service Provider all documents necessary for the carriage of the Container/Semitrailer;

2.4.18. Delivery of documents – takeover of documents necessary for departure of the Customer’s Container/Semitrailer from the place of rendering of Services and transfer thereof to the driver of the vehicle (carrier’s representative). This Service is provided only together with the Service indicated in Clause 2.4.1, if required so by the Customer. If the Service is ordered in the

Vilnius/Kaunas Intermodal Terminal of the place of rendering of Services, this Service is provided only within the limits of Vilnius/Kaunas city.

2.4.19. Repair of Container – minor repair of an empty Container in Vilnius Intermodal Terminal on Terminalo St. 8, Vilnius, Republic of Lithuania, covering welding of Containers (welding of holes in the tin on the sides or on the roof made during loading, except for the cases, when the container geometry may change due to repair by welding), painting, renewal of numbers, repair of lock devices, etc.

2.5. Place of rendering of Services – territory of the Service Provider in the Republic of Lithuania, Vilnius Intermodal Terminal on Terminalo St. 8, Vilnius or Kaunas Intermodal Terminal on Palemono St. 78, Kaunas. The Customer shall indicate a specific place of rendering of Services 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 e-mail or fax machine.

2.7. Orally – information conveyed at the time of telephone communication with the contact numbers indicated in the Agreement for container loading, warehousing and provision of other services.

2.8. Parties – the Service Provider and the Customer referred to together in these Rules.

2.9. Service Order – the Customer's order placed to the Service Provider via the online self-service system that may be accessed through the link [www.litrail.lt/verslui/gelezinkeliu_infrastruktura/paslaugos / konteineriu_terminalu_paslaugos](http://www.litrail.lt/verslui/gelezinkeliu_infrastruktura/paslaugos/konteineriu_terminalu_paslaugos) or sending a properly completed, signed and scanned Service Order Form by e-mail tvc@litrail.lt.

2.10. Service Order Form – a document of the format indicated in Annex No. 1 to these Rules to be completed by the Customer, specifying what specific Services the Customer desires to receive and other information necessary for providing the specified Services.

2.11. Agreement – the Agreement entered into between Service Provider and the Customer for container loading, warehousing and provision of other services (if any), 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 additions to the Agreement.

2.12. Agreement for container loading, warehousing and provision of other services – an agreement regarding the provision of Services entered into and signed between the Service Provider and the Customer.

2.13. Occasional services – 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 is not interested in long-term cooperation, and no Agreement for container loading, warehousing and provision of other services is entered into with the Customer. The procedure of ordering occasional Services and provision thereof is laid down in Chapter IV herein.

2.14. General rates for the provision of Services – a pricelist of Services published on the website at [www.litrail.lt/verslui/gelezinkeliu_infrastruktura/paslaugos](http://www.litrail.lt/verslui/gelezinkeliu_infrastruktura/paslaugos/konteineriu_terminalu_paslaugos) and used as reference by the Service Provider while providing Services to the Customer.

2.15. Working time – is the time when Services are provided on working 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. Republic of Lithuania time (+2 GMT). Before a public holiday, working time is reduced by 1 hour. If the working time indicated in this clause is changed, this shall be published at [www.litrail.lt/verslui/gelezinkeliu_infrastruktura/paslaugos / konteineriu_terminalu_paslaugos](http://www.litrail.lt/verslui/gelezinkeliu_infrastruktura/paslaugos/konteineriu_terminalu_paslaugos), without changing the Rules in addition.

III. PROCEDURE OF ORDERING AND RENDERING OF SERVICES WHEN AN AGREEMENT FOR CONTAINER LOADING, WAREHOUSING AND PROVISION OF OTHER SERVICES IS ENTERED INTO

3.1. In order to receive a specific Service, the Customer, no later than 1 (one) working day before the Service provision, must place a Service Order to the Service Provider on working days Monday-Thursday by 5.00 p.m., and on Friday by 2.00 p.m., Republic of Lithuania time (+2 GMT). Before a public holiday, working time is reduced by 1 hour.

3.2. When placing a Service Order, the following

data shall be indicated:

- 3.2.1.** natural/legal person 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.** job title, name, surname, telephone No. and/or e-mail of the person who places a Service Order ;
 - 3.2.4.** No. of the ordered Services;
 - 3.2.5.** alphanumeric index of the railway platform (if the Container/Semitrailer arrives/departs by the railway platform);
 - 3.2.6.** alphanumeric indexes of Containers /Semitrailers;
 - 3.2.7.** type of containers (20-45ft);
 - 3.2.8.** quantity of goods carried in Containers /Semitrailers;
 - 3.2.9.** if the goods held in the loaded Containers/Semitrailers are classified as dangerous or non-dangerous according to legal acts of the Republic of Lithuania;
 - 3.2.10.** seal No. of Containers/Semitrailers (if sealed);
 - 3.2.11.** make, model, licence plate of the arriving road vehicle, and licence place of the trailer, if available (if the Container / Semitrailer arrives/departs by the road vehicle);
 - 3.2.12.** name of the driver's workplace; name, surname of the driver of the arriving road vehicle, if possible, phone No;
 - 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 will be placed to the Service Provider not by the Customer, but by his representatives, the Customer undertakes to give to his representatives indicated in the Annex to the Agreement for container loading, warehousing and provision of other services, authorizations compliant with the requirements of legal acts. By confirming the aforementioned annex, the Customer authorizes 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 granting him (the driver) the right to accept/transfer Containers/Semitrailers, as well as to sign a deed of transfer-acceptance of the format approved by

the Service Provider (the deed shall be drawn up only when accepting/ handing over Containers/Semitrailers arriving/departing by the road vehicle). Information received from the e-mail or fax of the Customer or representatives specified by him indicated in the Agreement for container loading, warehousing and provision of other services, shall be deemed as having been sent by the Customer or his authorized representatives, and this fact shall not be disputed.

3.4. If particular data indicated in the Service Order change after placement of the Service Order, the Customer or his representative shall inform Orally the Service Provider about changes thereof before the start of fulfilling the Service Order. If a notification is given Orally, 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 rendered no later than within 4 hours Republic of Lithuania time (+2 GMT), calculating of the moment of bringing a Container/Semitrailer to the place of rendering of Services, whereas if the Container/Semitrailer arrived by the road vehicle, of the moment of signing a deed of transfer-acceptance of the format approved by the Service Provider, provided there is no need to perform any customs procedures and all the documents are in order, as well as circumstances listed in Chapter V herein are non-existent.

3.7. The Services indicated in Clauses 2.4.4. - 2.4.18 herein shall be provided within a reasonable period, no later than within 8 working hours, calculating of the moment bringing a Container/Semitrailer to the place of rendering of Services, whereas if the Container/Semitrailer arrived by the road vehicle, of the moment of signing a deed of transfer-acceptance of the format approved by the Service Provider, provided there is no need to perform any customs procedures and all the documents are in order, as well as circumstances listed in Chapter V herein are non-existent.

3.8. The Services, referred to in Clause 2.4.19. herein, shall be provided no later than within 14 (fourteen) calendar days, calculating of the moment of approving in Writing an estimate of repair costs, unless the circumstances listed in Chapter V exist. An estimate of repair costs shall

be provided to the Customer in Writing no later than within 8 working hours of the moment a Container has been brought to the place of rendering of Services, whereas on arrival of Container by the road vehicle, also a deed of transfer-acceptance of the format approved by the Service Provider is signed. After provision of the Service indicated in Clause 2.4.19, the Container must be removed from the place of rendering of Services within 5 (five) working days of the receipt of notification in Writing that the Container may be picked up. If the Customer does not remove the Container within the indicated time-limit 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 mode of arriving for the repairs.

3.9. When rendering the services indicated in Clauses 2.4.5. and 2.4.6. herein, the Service Provider shall perform only loading actions, therefore all documents, calculation of the quantity of content (goods) of the Container/Semitrailer and other issues related with unloading/loading of content (goods) of the Container/ Semitrailer are taken care by the Customer himself or his authorized representative by participating and monitoring opening of the Container/Semitrailer, and unloading/loading of the goods or a part thereof.

3.10. When accepting and giving out Containers/Semitrailers, the Service Provider's employees verify the information indicated in the Service Order with the actual situation under the procedure laid down in Clause 3.1 herein, i.e. they verify data on the railway platform (when the Container/Semitrailer arrive by railway) and /or data on the road vehicle indicated by the Customer or his authorized representative in the submitted Service Order by comparing them with numbers, make, model, data on Containers/Semitrailers and their seals. Besides, an identity document of the driver who arrived by the road vehicle is verified in order to make sure that Containers/Semitrailers are accepted/handed over by the person indicated by the Customer or his representative in the submitted Service Order authorized to accept/hand over Containers/Semitrailers under the procedure laid down 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/Semitrailers to the authorized person. When accepting/giving out the Containers/Semitrailers between the Service Provider and the driver indicated by the Customer or his representative in the Service Order, if the Container/Semitrailer arrives/departs by the road vehicle, a deed of transfer-acceptance of the format approved by the Service Provider is signed. The aforementioned deed is drawn up in 2 counterparts, one of which is given to the driver indicated by the Customer or his representative in the submitted Service Order.

3.11. If it is determined when accepting a loaded Container/Semitrailer, that the Container/Semitrailer is damaged and provides free access to its load (goods), the Container/Semitrailer will not be accepted, and the Customer will be immediately notified of the established situation Orally and in Writing. In this situation, the Service Provider may accept the Container/Semitrailer only under the guarantee given by the Customer that the Service Provider is not liable for the quantity and safety of the load (goods).

3.12. Services associated with loading, when the Customer desires a Container to be loaded on the vehicle platform are 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 the Container to be loaded on the road vehicle not adapted for the carriage thereof, or in the cases when coupling devices for the Container are damaged, after the Service Provider assesses a possibility to perform such loading and establishes that when making such loading no loading equipment will be damaged, loading may be performed upon submission by the Customer of a Written guarantee stating that the Customer guarantees to indemnify for losses that may be possibly sustained in the Service Provider's territory and will not file any claims due to improper loading on the road vehicle not adapted for this purpose, as well as damage that may be possibly done to the road vehicle during loading.

3.13. When providing the Service indicated in Clause 2.4.3. herein, goods in sealed Containers accepted for storage in the Customs warehouse and given out from it shall be registered in accounting registers of the goods stored in the Customs warehouse.

3.14. Goods brought by the road vehicle in sealed Containers shall be accepted to the Customs warehouse only under the procedure laid down in Clause 3.10 herein, by signing a deed of transfer-acceptance of the format approved by the Service Provider. 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, the Customer shall be immediately notified thereof Orally and in Writing, and it shall be solved how to eliminate discrepancies together with the Customer.

3.15. Goods in the sealed Containers shall be given out from the Customs warehouse only to the person entitled to dispose of the goods after the customs verifies and executes customs, transport and other documents required to be produced under the procedure laid down in the legal acts.

3.16. If the Customer desires that the Service Provider provided particular services associated with customs for the goods carried in Containers/Semitrailers, except for the Service indicated in Clause 2.4.3 of these Rules, a separate agreement for the provision of customs broker's services may be concluded with the Service Provider.

IV. PROCEDURE FOR ORDERING AND PROVIDING OCCASIONAL SERVICES

4.1. On arrival to the place of rendering of services and willing to receive a specific Service the Customer shall complete and sign a Service Order Form and shall 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 on the rendering of Services indicated in the Occasional Services Order Form.

4.2. When submitting a Service Order Form, it is necessary to indicate the following data:

4.2.1. natural/legal person placing an order;

4.2.2. job title, name, surname, phone No, and/or e-mail of the contact person of the entity placing the order;

4.2.3. No. of the ordered Services;

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

4.2.5. alphanumeric indexes of the

Containers/Semitrailers;

4.2.6. type of containers (20-45 ft;

4.2.7. quantity of the load of Containers/Semitrailers;

4.2.8. classification as dangerous or non-dangerous of the goods loaded into the Containers/Semitrailers pursuant to legal acts of the Republic of Lithuania;

4.2.9. seal No. of the Containers/Semitrailers (if sealed);

4.2.10. make, model, licence plate No. of the arriving road vehicle, and licence plate No. of the trailer, if available (if the Container/Semitrailer arrives/departs by the road vehicle);

4.2.11. workplace, name, surname of the driver of the arriving road vehicle, if possible, phone No.;

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 laid down in Clause 8.3.1.1. of Chapter VIII.

4.4. The Services shall be rendered during the time-limits indicated in Clauses 3.6. - 3.8. herein.

4.5. The provision of Occasional Services shall be regulated by 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 provision of Occasional Services.

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

5.1. At the place of rendering of Services, no Services are provided to the oversize goods.

5.2. The Service Provider shall not provide Services associated with loading if wind gusts are bigger than 16 m/s.

5.3. No Services are provided if it is established at the time of accepting a loaded Container/Semitrailer that it is damaged and its load (goods) may be freely accessed, except for the cases listed in Clause 3.11. herein.

5.4. No Services associated with loading are provided when the Customer desires to load a Container on the road vehicle not adapted for this purpose, or on the vehicle adapted for loading, yet with damaged coupling devices for Containers, except for the cases listed in Clause 3.12.

5.5. No Services are provided in the case when in

the place of rendering of Services there is no possibility to accept Containers/Semitrailers due to lack of place in the Service Provider's territory.

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 laid down 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. When carrying out Services associated with loading, wind gusts achieved a speed of 16 m/s;

5.6.4. In the absence of a possibility to accept Containers/Semitrailers to the place of rendering of Services due to lack of the storage place;

5.6.5. The Customer, by ordering the Services indicated in Clause 2.4.3. herein, failed to provide the Service Provider with documents and information necessary for keeping accounts of the goods he is entitled to dispose of stored in the Customs warehouse;

5.6.6. The Customer fails to settle accounts for the Services under the procedure laid down in the Agreement for Container loading, warehousing and provision of other services or in these Rules;

5.6.7. The Customer does not obey reasonable instructions of the Service Provider 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. The Service Provider, prior to suspending the provision of Services, undertakes to take actions to notify the Customer on the suspension of Services.

5.9. If the Service Provider may not properly render the Services owing to his own actions of those 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 thereof Orally and in Writing, by indicating specific reasons of impossibility to provide Services, and actions to be taken in order to eliminate obstacles for the rendering of Services, as well as the estimated time-limit since when the provision of Services will be renewed in a proper way.

VI. OBLIGATIONS

6.1. The Service Provider undertakes:

6.1.1. to provide Container loading, warehousing and other associated 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 laid down in the Agreement for Container loading, warehousing and provision of other services (if it has been entered into), requirements laid down in these Rules, Service Orders, amendments, additions of the Agreement, as well as requirements of normative legal acts of the Republic of Lithuania and the European Union;

6.1.3. to provide Services within the time-limit laid down in these Rules;

6.1.4. to inform the Customer immediately Orally and in Writing, if the Services may not be rendered owing to the circumstances listed in Chapter V herein;

6.1.5. to suspend all works or a part thereof on receipt of a notice from the Customer instructing to do this;

6.1.6. to provide the Customer with the conditions to inspect the goods transferred by him and stored in sealed Containers in the Customs warehouse;

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 under the procedure laid down in the legal acts and submitting for customs clearance;

6.1.8. if an authorized customs office takes a decision on the suspension or termination of activities as a Customs warehouse under the procedure laid down in the legal acts, to inform thereof the Customer in Writing no later than within 5 (five) days;

6.1.9. to inform the Customer in Writing of the change in its data indicated in the Agreement for Container loading, warehousing and provision of other services 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 performed 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 Agreement for Container loading, warehousing and provision of other services (if it has been entered into), requirements

laid down in these Rules, Service Orders, amendments, additions of the Agreement, as well as requirements of normative legal acts of the Republic of Lithuania and the European Union;

6.2.2. to ensure that all goods that will be carried in Containers/Semitrailers are packed in a proper and quality manner (packaging shall be sufficiently durable and offer reliable protection of goods against damage during loading or storage thereof);

6.2.3. to ensure that Containers/Semitrailers arrive to the place of rendering of Services not later than indicated in these Rules in the way indicated in the Service Order;

6.2.4. to give the Customer's representative with necessary powers under the procedure laid down in Clause 3.3 herein, if this is provided for in the Agreement for container loading, warehousing and provision of other services;

6.2.5. upon change of representatives indicated by the Customer, to notify the Service Provider, not later than until the placement of a new Service Order under the procedure laid down in Clause 3.3. herein, 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 that actions of the Service Provider performed according to data last known to it are in contradiction to the conditions of the Agreement;

6.2.6. to ensure that when rendering services indicated in Clauses 2.4.5. and 2.4.6. herein by the Service Provider, all documents, calculation of the quantity of content (goods) held in the by Container/ Semitrailer and other issues associated with unloading/loading of the Container/ Semitrailer shall be taken care by the Customer himself or his authorized representative by participating and monitoring the opening of Container/Semitrailer and unloading loading of the goods or a part thereof;

6.2.7. to submit to the Service Provider documents and information necessary for keeping accounts of the goods stored in the Customs warehouse and discharge of other contractual obligations;

6.2.8. prior to transferring the goods held in sealed Containers in the Customs warehouse, to inform the Service Provider in Writing of the status, purpose of these goods, and the goal of their storage in the Customs warehouse;

6.2.9. to remove the goods stored for the Service Provider in sealed Containers in the Customs warehouse from the Customs warehouse before expiry of their temporary storage period;

6.2.10. if an authorized customs office takes a decision on the termination of activities as a Customs warehouse, to remove the goods stored in it the Customer is entitled to dispose of, from this warehouse within 30 (thirty) calendar days of the receipt of a Service Provider's notification on termination of activities as a Customs warehouse;

6.2.11. to ensure that after rendering of the Service indicated in Clause 2.4.19. herein, he will pick up the Container from the place of rendering of services within 5 (five) working days of the receipt of a notification in Writing that it is possible to pick up the Container;

6.2.12. to pay for the Services of Container loading, warehousing and provision of other services under the procedure and within time-limits indicated in these Rules;

6.2.13. using the Services, not to violate rights and legitimate interests of third persons, good morale and principles of public order;

6.2.14. to inform the Service Provider in Writing on the change in data indicated in the Agreement for Container loading, warehousing and provision of other services 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 performed by the other Party were carried out on the basis of data last known to it;

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

6.2.16. to reimburse the Service Provider for all expenses associated with the collection of debt for the rendered Services;

6.2.17. if the customs or other respective institution detains or seizes the goods stored in the Customs warehouse transferred by the Customer in sealed Containers, to reimburse the Service Provider for losses associated with loading, transportation and storage of these goods, including administrative penalties imposed on the Service Provider or Service Provider's employees;

6.2.18. to store and not to transfer to third persons any access data for the placement and management of Service Orders in the self-service website given at the time of signing the

Agreement for Container loading, warehousing and provision of other services. Upon change of the persons who have been provided access data, the Customer shall inform the Service Provider 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 placement of Service Orders to the newly appointed person.

VII. RIGHTS

7.1. The Service Provider has the right:

7.1.1. at his initiative, upon change of the market conditions and legal acts regulating the market, also upon the existence of other objective grounds, to change unilaterally the General rates for the provision of Services and (or) provisions of the Rules by publishing them on the website at [www.litrail.lt/verslui/gelezinkeliu_infrastruktura/paslaugos/konteineriu_terminalu_paslaugos](http://www.litrail.lt/verslui/gelezinkeliu_infrastruktura_paslaugos/konteineriu_terminalu_paslaugos) no less than 14 (fourteen) calendar days before the entry into effect of the amendments. Publicly available notification shall be deemed proper informing (in writing) of the Customer on unilateral change of the General Rates for the provision of services/ Rules. It shall be deemed that the Customer agrees with these changes if before the date of the entry into effect of amendments the Service Provider does not notify of his disagreement with them.

7.1.2. to suspend the provision of Services in the cases and under the procedure laid down 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 associated with debt collection;

7.1.4. at his discretion, to submit the goods transferred by the Customer and stored in sealed containers in the Customs warehouse for performing any actions sanctioned by the customs, if the Customer fails to comply with the requirements laid down in Clauses 6.2.9. or 6.2.10 herein;

7.1.5. to suspend giving out of the goods transferred by the Customer for storage in sealed containers from the Customs warehouse until full settlement for the Services rendered by the Service Provider if the Customer is indebted for these Services or has failed at least once to pay for them on time;

7.1.6. not to issue the goods transferred by the

Customer in sealed Containers from the Customs warehouse if validity of the authorization to set up a Customs warehouse has been suspended, except for the case when on expiry of the time-limit for temporary storage of the goods in the Customs warehouse, it is desired to remove the goods from the Customs warehouse upon execution of other sanctioned actions under the established procedure, whereas validity of the authorization to set up the Customs warehouse was suspended not because of these goods.

7.2. The Customer has the right:

7.2.1. to inspect the goods transferred by him and stored in sealed Containers in the Customs warehouse under the procedure laid down in the legal acts;

7.2.2. if necessary, to pick up examples (samples) of the goods transferred by him and stored in the Customs warehouse by declaring them under the procedure laid down in the legal acts 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 his own expense or that of third persons) under the procedure laid down in the legal acts);

7.2.4. to change an owner or temporary owner (consignee) of the goods stored in Containers in the Customs warehouse;

7.2.5. to submit goods transferred by him for storage in the Customs warehouse under the procedure laid down in the laws for executing sanctions actions by the customs;

7.2.6. to terminate an agreement for Container loading, warehousing and provision of other services, of the Service Provider stops the provision of services or may not render them properly owing to actions of his own or those of third persons in the cases listed in Chapter V herein;

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

VIII. PAYMENT FOR SERVICES

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

8.2. Payments shall be made in the general European Union currency – euros (EUR).

8.3. Payments for Services shall be made in one of the following ways:

8.3.1. advance payment:

8.3.1.1. if Occasional services are provided. In this case the Customer shall pay cash or by bank card in the place of rendering of Services for the Services based on the submitted Service Order form no later than until the moment his vehicle with containers drives into the place of rendering of services. 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 entered into with the Customer and at the moment of concluding this agreement the Customer owes to the Lithuanian Railways AB;

8.3.2. payment after rendering of Services within 30 (thirty) calendar days of the receipt (handing) of a VAT invoice, when at the moment of entering into the Agreement on Container loading, warehousing and provision of other Services the Customer is not indebted to the Lithuanian Railways AB.

8.4. Specific conditions associated with settlements for the Services 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. No Services shall be rendered if not indicated in these Rules shall be discussed in the Agreement for Container loading, warehousing and provision of other services is terminated in these cases:

9.1.1. before expiry of the time limit, on agreement of both parties, on based on written statement of one of the Parties, by giving the other Party a 30(thirty) calendar day notice;

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 thereof 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 laid down in the laws.

X. LIABILITY

10.1. The Parties shall be liable for failure to discharge their obligations under the procedure laid down 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 sealed Containers in the Customs warehouse, and failure to perform obligations laid down 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 this was caused not through the fault of the Service Provider, including the cases when Containers/Semitrailers had been transferred under the procedure laid down in Clause 3.10 herein, however it turned out that the person to whom the Containers/Semitrailers were given was not entitled to accept them and/or acted in a criminal way.

10.4. Suspension of the Service provision, or cases when the Service may not be provided owing to omission or improper actions of third persons or the Customer himself, are not deemed a delay in rendering of Services, 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/Semitrailers if this is associated, yet not limited, with the following reasons:

10.5.1. reduction in the weight or evaporation of goods, deterioration, rotting or other processes characteristic of 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 loading/anchoring.

10.6. The Service Provider shall not be liable for the Customer's loses sustained when an authorized customs office makes a decision to suspend or terminate activities of the Customs warehouse under the established procedure.

10.7. The Service Provider by providing the Services referred to in Clauses 2.4.5. and 2.4.6. herein, shall not be liable for the quantity and condition of the goods held in the Container/Semitrailer.

10.8. The Customer shall be liable for the consequences of violating fire safety and environmental protection, occupational safety,

hygiene and sanitation rules caused through 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 the Service Provider for losses emerged as a result of this violation.

10.10. The Customer is liable for the provision of correct, precise and complete information, also including the information indicated in documents accompanying the goods, associated with the placement and storage of goods in the Customs warehouse, and giving them out from it, as a result whereof the Service Provider and/or his employees may incur administrative liability if the customs identifies any discrepancies between the goods or other irregularities associated with warehousing of goods in the Customs warehouse. The Customer shall reimburse the Service Provider and his employees for the imposed fines.

10.11. If the Customer fails to pay for the Services indicated in Clause 2.4.3 herein and fails to take care of the goods held in sealed containers in the Customs warehouse for more than 1 (one) month, the right to dispose of the goods shall pass over to the Service Provider.

10.12. If the Service Provider is late to render Services within the time-limit indicated in these Rules owing to his own fault, the Customer shall have the right to charge a default interest of 0.1 (one tenth) percent for each day in default from the price of Services indicated in the Service Order and intended to be provided, including the VAT, but no more than up to 20 (twenty) percent.

10.13. If the Customer is late to pay for properly rendered and transferred Services within the time-limit indicated in the Agreement, the Service Provider has the right to charge from the Customer a default interest of 0.1 (one tenth) of percent from the amount indicated in the VAT invoice and not paid, including the VAT, for each day in default, but no more than up to 20 (twenty) percent.

10.14. If the Customer owes to the Service Provider for the rendered 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 Parties to the Agreement of their duty

to discharge obligations assumed under the Agreement.

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

10.17. If these Rules and Agreement for Container loading, warehousing and provision of other services do not expressly lay down otherwise, none of the Parties shall be liable for indemnification of indirect losses for the other Party to the Agreement, 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 responsible for failure to perform any obligations under this Agreement if it proves that this was caused by force majeure circumstances that it could not control or reasonably foresee, as well as prevent the emergence of consequences thereof. 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. When establishing force majeure circumstances, the Parties shall be guided by 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 legal acts replacing them. In the event of force majeure the Parties to the Agreement shall be released from liability for failure, partial failure to perform or improper performance of the obligations laid down in the Agreement, whereas the time-limit for the discharge of obligations shall be extended.

11.2. The Party requesting to be relieved of liability shall immediately notify thereof the other Party in Writing, but no later than within 3 (three) working days of the occurrence or finding out of such circumstances by submitting evidence that it

has taken all precautions and put its best efforts to reduce expenses or negative consequences, as well as shall notify of the possible time-limit for the discharge of obligations. Notification shall also be required when the ground for default disappears.

11.3. The ground to relieve the Party of liability emerges of the moment of occurrence of force majeure circumstances, or, if notification was not provided on time, of the moment of delivering a notification. If the Party fails to send a notification or to inform on time, it shall reimburse the other Party for damage sustained by the latter due to failure to submit a notification on time, or because there was no any notification.

XII. CORRESPONDENCE

12.1. Correspondence, notifications and other communication shall be deemed to have been properly sent/handed:

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

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

12.1.3. on the dispatch day, if sent by fax and a fax skip confirming successful sending is retained;

12.1.4. on the next working day after sending by e-mail or dispatch day, if the other Party confirms the receipt by e-mail.

12.2. It shall be informed of the dispatch of important information and/or urgent information Orally and in Writing.

12.3. The Parties to the Agreement shall maintain correspondence in the 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 laid down in the laws of the Republic of Lithuania, other provisions of these Rules shall remain in effect and applicable hereinafter.

13.2. Disputes regarding the performance of this Agreement or improper performance thereof shall be solved by agreement of the Parties, whereas upon failure by the Parties to reach an agreement within 20 (twenty) calendar days – under the procedure laid down in the laws of the Republic of Lithuania in courts of the Republic of Lithuania.

The place of the court – city of Vilnius.

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

13.4. Conditions of the Agreement constitute confidential information (commercial secret) and may not be disclosed to third persons without consent of the Parties to this Agreement except for the cases provided for in the laws of the Republic of Lithuania. The Party guilty for the disclosure of information under this Agreement undertakes to indemnify for all losses associated with that.

ANNEX No. 1

to the Rules on Container Loading,
Warehousing and Provision of Other Services



Terminal Management Centre

Vilnius/Kaunas* intermodal terminal

SERVICE ORDER FORM

_____ 201___. No. _____

Natural/legal person placing an order _____
(name, surname/title, code of natural/legal person)

Contact person _____
(job title, name, surname, phone No., e-mail)

Agreement on which basis the order is placed ** _____.
(date, number)

No.	No. or ordered services	Platform No. (indicate when a Container/Semitrailer arrives/departs by railway)		Container/ Semitrailer No.		Container type in ft		Quantity of goods (kg, psc., pallets)		Dangerous goods (indicate Yes/No)		Seal/No seal No.		Quantity of goods in the Container / Semitrailer after rendering the services No. 5, 6 (to be completed when ordering the indicted Services)		Make, model, licence plate No. of the vehicle, licence number of the trailer (if available), title of the employer where the driver works, driver's name, surname, phone No.		Arrival date and preliminary time	
		1.	2.	1.	2.	1.	2.	1.	2.	1.	2.	1.	2.	1.	2.	1.	2.	Platform No.1/No.2	Motor vehicles No.1/No.2
		To be completed in all cases	To be completed additionally, when ordering the service No. 1.1	Data on 1 Container/Semitrailer	To be indicated additionally when ordering the services No. 5, 6	Data on 1 Container/Semitrailer	To be indicated when ordering the services No. 5, 6	Data on 1 Container/Semitrailer	To be indicated when ordering the services No. 5, 6	Data on 1 Container/Semitrailer	To be indicated when ordering the services No. 5, 6	Data on 1 Container/Semitrailer	To be indicated when ordering the services No. 5, 6	Data on 1 Container/Semitrailer	Data on 2 Container/Semitrailer	To be completed in all cases	To be completed additionally, when ordering the services No. 2.1, 5, 6		
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 assume no liability for the quantity and condition of the goods reloaded from the Container/Semitrailer.

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 Lithuanian Railways AB and undertake to comply with ***

_____ (name, surname, signature)

*Delete where not applicable.

** To be completed if an Agreement/internal arrangement on container loading, warehousing and provision of other services has been entered into.

*** Not to be completed if an Agreement/internal arrangement on container loading, warehousing and provision of other services has been entered into.

The order was placed by: _____

(name, surname, signature)

LIST OF SERVICES

No.	Description
	Use of Vilnius/Kaunas Intermodal Terminal*:
1.1.	Reloading of the Container/Semitrailer from the railway platform on the railway platform
1.2.	Reloading of the Container from the railway platform on the vehicle platform
1.3.	Reloading of the Container from the vehicle platform on the railway platform
1.4.	Unloading of the Container/Semitrailer from the railway platform to the site for storage free of charge up to 45 days, and loading of the Container from the site to the railway/vehicle platform.
1.5.	Switching of Containers/Semitrailers on the railway platform
	Use of motor vehicles in Vilnius/Kaunas Intermodal Terminal:
2.1.	Reloading of the Container from one vehicle platform on another vehicle platform
2.2.	Unloading of the container from the vehicle platform to the site for storage free of charge up to 45 days, and loading of the Container from the site on the vehicle platform
2.3.	Switching of containers on the vehicle platform
	Warehousing and other services:
3.	Storage of container in type A open customs warehouse
4.	Bringing of Container /Semitrailer for inspection up in the place of rendering of Services and return back
5.	Unloading of e content of the Container/Semitrailer, loading or reloading with a

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

	loader
6.	Manual loading
7.	Dry cleaning of Container/Semitrailer from bulk residues and waste
8.	Weighing of the Container
9.	Weighing of the Motor vehicle **
10.	Visual inspection of the Container/Semitrailer
11.	Hooking and unhooking of the refrigerated Container/Semitrailer

* The Service is provided only to the Customer (carrier) or the Customer who has entered into an agreement with the railway carrier and has agreed on the delivery of the platform to the place of rendering of Services in advance.

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