

APPROVED

by JSC "Lietuvos geležinkeliai"

Deputy Director General -

Director of Railway Infrastructure Directorate

Order No. I(DI)-222 of 6 August 2015

JSC "LIETUVOS GELEŽINKELIAI" REGULATIONS OF RAILWAY INFRASTRUCTURE DIRECTORATE TERMINAL MANAGEMENT CENTRE FOR THE PROVISION OF CONTAINER LOAD, STORAGE AND OTHER SERVICES

I. GENERAL PROVISIONS

1.1. Regulations of JSC "Lietuvos geležinkeliai" Railway Infrastructure Directorate Terminal management centre load, storage and other services (hereinafter – "the Regulations") establish the procedures and the terms and conditions for container load, storage and other services of JSC "Lietuvos geležinkeliai" of the Terminal Management Centre of Railway Infrastructure Directorate (hereinafter – "the Service Provider") (hereinafter – "the Services").

1.2. These Regulations shall be applied to all natural and legal persons using the Services.

1.3. The Regulations have been prepared following the legislation of the Republic of Lithuania.

II. CONCEPTS

2.1. A Client shall refer to a natural or legal person that has made a Service provision contract with the Service provider for: (1) to meet personal, family or household needs, not related to business or profession or (2) commercial needs not related to business or profession.

2.2. A Container shall mean a standard multiple-use 20-45 feet capacity for the transportation of freights ensuring freight safety and adjusted for mechanical loading and unloading.

2.3. Services shall mean the Services selected by the Client and provided by the Service provider for Container loading, storage and other services that have been set out in detail in this point:

2.3.1. Using Vilnius/Kaunas intermodal terminal is a Service that can be provided to the Client that has concluded an agreement with a railway company (carrier) and has in advance aligned the delivery of the platform which is meant for loading to the Service provision place. This Service shall comprise Container reloading from one railway platform onto another railway platform; Container reloading from a railway platform onto a car platform; Container reloading

from a car platform onto a railway platform; Container reloading from a railway platform to the ground for free storage up to 45 days and Container reloading from the ground onto the railway/car platform; Container replacement on one railway platform. Part of the Services indicated in this clause may be provided for semitrailers which are adjusted for freights, i. e. reloading of car semi-trailer from a railway platform to the ground, loading from the ground onto a railway platform and reloading from one railway platform onto another one.

2.3.2. Use of car transport by Vilnius/ Kaunas intermodal terminal is a Service provided to a Client, which comprises Container reloading from one car platform onto another car platform; Container unloading from a car platform and loading onto the ground for free storage up to 45 days and Container loading from the ground onto the car platform; Container replacement on the same car platform.

2.3.3. Container storage in an open A type customs warehouse is storage of goods in sealed 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 Palemonas St. 78, Kaunas, the Republic of Lithuania (customs warehouse No. KA0506) (hereinafter – Customs warehouse);

2.3.4. Container transportation within the terminal territory up to the place for customs clearance and returning shall mean that this Service may be voluntarily chosen by the Client, however, once the Service provider gets the customs indication to transport Containers to the place for customs clearance, this Service shall be included into the VAT invoice for the Client;

2.3.5. Container unloading or loading during the customs clearance by an electric loader for 1 EUR pallet during the Container clearance a Euro pallet or several Euro pallets are

transported/exported for/from customs clearance place. This Service shall be provided along with the Service set out in point 2.3.4;

2.3.6. Manual loading during the Container clearance during the Container clearance the goods shall be unloaded and subsequently loaded manually. This Service shall be provided along with the Service set out in 2.3.4;

2.3.7. Dry Container clearance of powdered remains and trash shall mean opening, cleaning, closing and transportation of the remains of an empty Container;

2.3.8. Container weighting shall mean transportation of the Container that is in the Service provision place to the weighting place, weighting and returning to the storage place;

2.3.9. Weighting of car transport shall mean weighting of all kinds of car transport, including weighting with a freight;

2.3.10. Visual Container inspection shall mean opening, inspection and closing of an empty Container;

2.3.11. Connecting/ disconnecting of refrigerator Containers shall mean connecting/ disconnecting of Containers for the freights of which thermal regime is necessary;

2.3.12. Power supply and maintenance of the refrigerator Containers shall mean power supply and temperature parameter control of Containers for the freights of which a thermal regime is necessary;

2.3.13. Sealing of Containers by the seals provided by the Client shall mean closing and sealing of Containers;

2.3.14. Removal of document coverings old seals and other remainings on the outside of the Containers shall mean removal and transportation of the remains;

2.3.15. Taking photos of Containers by not unloading them from the platform and submission of the photos to the Client by email shall mean that the photos shall be sent to the email address indicated in the Agreement on Container load, storage and other service provision;

2.3.16. Storage of Containers/ semitrailers within the territory of the Service provider from the 46 day shall mean that this storage shall be ensured up to 45 days (forty-five days) along with the Services set out in points 2.3.1. and 2.3.2. of these Regulations;

2.3.17. Container transportation for loading shall mean transportation of the Client's Container which is in the Service provision place for loading for not more than within a 5 kilometer range from the Service provision place;

2.3.18. Document delivery shall mean taking over the documentation which is necessary for the Client's Container to depart from the Service provision place from the Client and giving to the driver of the means of transport (carrier's representative). This Service shall be provided only along with the Service indicated in point 2.3.1., if this is what the Client wants.

2.3.19. Container repair shall mean small repair of an empty Container in Vilnius intermodal terminal, at the following address: Terminalo St. 8, Vilnius, the Republic of Lithuania, comprising Container welding (welding of the holes that were made on the side of the tin plates or during loading in the covering, except for the cases where the geometry of the Container may change due to welding repair), painting, renewal of the plates, repair of locks.

2.4. Place of Service provision shall mean the Service provider's territory within the Republic of Lithuania at Vilnius intermodal terminal, at the following address: Terminalo St. 8, Vilnius or Kaunas intermodal terminal, at the following address: Palemono St. 7/8, Kaunas. The concrete Service provision place shall be indicated by the Client when filling out the Service booking form.

2.5. In writing shall mean the means of message transferring, where the information is provided to the Service provider or the Client in a written form, sent out via mail, email or the means of facsimile.

2.6. Orally shall mean the information transferred during a phone conversation by the contact numbers foreseen in the Agreement of Container load, storage and other service provision or its supplements.

2.7. A Party shall for the purpose of these Regulations be referred to both the Service provider and the Client.

2.8. Service booking form shall mean the document that is indicated in these Regulations appendix 1, filled out by the Client, indicating the concrete Services the Client wants to get.

2.9. An Agreement shall mean the Agreement concluded between the Service provider and the Client on the provision of Container load, storage

and other services (if it is composed), these Regulations on Container load, storage and other services, the general (basic) service provision rates, separately provided Service bookings, other annexes of the Agreement, amendments and supplements.

2.10. Container load, storage and other services provision agreement shall mean an Agreement concluded and signed between the Service provider and the Client.

2.11. One-time services provision – Services providing by the Service booking form, then Client need to get one concrete or several Services at one time, Client not interested in a long-term cooperation and is not made Container load, storage and other services provision agreement. One-time services and Services procedure described in Part IV of these Regulations.

2.12. General (basic) service provision rates shall mean a price list of the services provided, which shall be published at the following website www.litrail.lt/verslui/gelezinkeliu_infrastruktura_paslaugos/konteineriu_terminalu_paslaugos and which shall be followed by the Service provider when providing the Services to the Client.

2.13. Working time – The Services shall be provided on working days Mondays through Thursdays from 7.00 until 16.00, and on Fridays from 7.00 until 14.45, the lunch break is from 11.00 until 11.45 Lithuanian time (+2 GMT). On the day before holidays the working time shall be shortened by 1 hour. If depot opening hours change, about it shall be published at the following website www.litrail.lt/verslui/gelezinkeliu_infrastruktura_paslaugos/konteineriu_terminalu_paslaugos.

III. THE PROCEDURES OF SERVICE BOOKING AND PROVISION, THEN CONCLUDED CONTAINER LOAD, STORAGE AND OTHER SERVICES PROVISION AGREEMENT

3.1. A Client who wants to receive a concrete Service shall not later than within 1 (one) working day before the provision of the Services submit the Service provider an order on Mondays through Thursdays, on working days, until 15.00, and on Fridays until 14.00 Lithuanian time (+2 GMT). The time for submitting orders before a holiday shall be shortened by 1 hour.

3.2. An order shall be submitted in one of the following ways:

3.2.1. via an online self-service system of the Service provider that can be accessed via www.litrail.lt/verslui/gelezinkeliu_infrastruktura_paslaugos/konteineriu_terminalu_paslaugos.

3.2.2. by sending out via email tv@litrail.lt or fax (85) 269 4750 a properly filled out, signed and scanned form of Service booking (appendix 1).

3.3. When submitting an order, the following data shall be indicated:

3.3.1. Name of the subject submitting the order;

3.3.2. The number and date of the Agreement on Container Load, Storage and Other Service Provision, on the basis of which the order is submitted;

Number and date of the Agreement on Container load, storage and other service provision;

3.3.3. Position, name, surname, phone number and/or email of the contact person submitting the order;

3.3.4. Date and preliminary time of the arrival of the means of transport;

3.3.5. The make, model, state plate No. of the arriving means of transport, and the state plate number of the trailer if there is one;

3.3.6. The workplace, position, name, surname of the driver of the arriving means of transport, and the phone number if possible;

3.3.7. Alphabetic and numeric index of the Containers;

3.3.8. Container type (20-45 feet);

3.3.9. Mass of Containers (empty or loaded), if loaded or if the freight is considered to be dangerous according to the legislation of the Republic of Lithuania;

3.3.10. No. of Container seal (if sealed);

3.3.11. A desirable Container door position after the provision of the Service;

3.3.12. Desirable Services. Should the Services described in points 2.3.3. or 2.3.16 be desired, the desired duration of the storage shall be indicated.

3.4. Where foreseen that the orders shall be submitted to the Service provider not by Client, but his representatives, the Client shall be obliged to provide his representatives that shall be indicated in the Annex of the Agreement on Container load, storage and other services concluded with the Client, the authorization meeting the requirements of the legislation. By approving this Annex, the Client shall authorize

the persons indicated in it to submit orders to the Service provider. The Client or his representative shall fill out the order by indicating all the data set out in point 3.3, including the name and surname of the driver, by providing him (the driver) a right to accept/ render the Containers and to sign a form of an act of acceptance-transfer approved by the Service provider. The information received from the Clients or his representatives foreseen in the Agreement on Container load, storage and other service provision and its annex, indicated by the Client or his representatives by email or fax, shall be considered as dispatched by the Client or his authorized representatives and this fact shall be deemed unquestionable.

3.5. Should certain data provided when booking change after submitting of the order, the Client or his legal representative shall inform the Service provider thereof orally about the changes until the moment when the order shall be started to implement. Once the notice is submitted orally, an edited booking shall be immediately submitted in the way foreseen in point 3.2 of these Regulations.

3.6. The Services shall be provided only on working days.

3.7. The Services indicated in points 2.3.1., 2.3.2. and 2.3.3 of these Regulations shall be provided not later than within 4 hours Lithuanian time (+2 GMT), counting from the bringing the Container in to the Service provision place and the moment of signing the form of an act of acceptance-transfer act by the Service provider (an act is not signed if the means of transport arrives without the Containers), if it not necessary to complete any customs clearance procedures and all the documentation is in order and there are no circumstances foreseen in chapter V of these Regulations.

3.8. The Services indicated in points 2.3.4. - 2.3.18 of these Regulations shall be provided within a reasonable time, but not later than within 8 working hours, by calculating from the moment of Container delivery to the Service provision place and signing the form of acceptance-transfer act confirmed by the Service provider (the act is not signed if the means of transport arrives without containers), if it is not necessary to carry out any customs procedures and all the documentation is in order and there are no circumstances foreseen in chapter V of these Regulations.

3.9. The Services provided in point 2.3.19 of these Regulations shall be provided not later than within 14 (fourteen) calendar days calculating from the moment of aligning the repair costs in writing, if there are no circumstances foreseen in chapter V of these Regulations. Calculation of repair costs shall be submitted to the Client in writing not later than within 8 working hours from the moment when the Container is delivered to the place of Service provision and the form of an act of acceptance-transfer is signed by the Service provider.

3.10 By accepting and issuing Containers the employees of the Service provider shall check the information submitted according to the procedures set out in points 3.1 and 3.2 of these Regulations and check it against the actual situation, i. e. the data submitted by the Client or his representative in the booking form as compared to those of the plate number, make, model and data about the Containers and their seals of the means of transport that arrived, and also a personal document of the driver of the means of transport that arrived shall be checked to ensure that the Containers are accepted/transferred by the Client or his representative indicated in the order, to whom a right has been granted to accept/transfer the Containers according to the procedures set out in point 3.4. Upon completion of all of these actions and should all the data coincide, it shall be deemed that the Service provider has accepted/issued the Containers for a proper person. When accepting/issuing Containers between the Service provider and the Client or his representative, a form of an acceptance-transfer act shall be signed by the driver of the Service provider. The act shall be concluded in two copies, one of which shall be given to the driver of the Client or his representative.

3.11. Should it be established when accepting the loaded Container that the Container has been damaged and one can freely access the freight (goods) of it, the form of an acceptance-transfer act approved by the Service provider shall not be signed, and the Container shall be accepted and the Client shall be immediately informed about the situation both in writing and orally. In this situation, the Service provider may accept the Container only according to the guarantee provided by the Client in writing, ensuring that the Service provider shall not be deemed responsible

for the quantity and safety of the freight (goods).

3.12. The Services related to loading, should the Client desire that the Container is loaded onto a car platform are provided only when loading the Container onto means of transport adjusted for it, which has undamaged Container coupling connections. Should a Client desire that a Container is loaded onto the means of transport which is not adjusted for Container transportation or in cases where the Container coupling connections are damaged, the Client shall provide a guarantee in writing, stipulating that he guarantees recovery of the losses of loading and transportation within the territory of the Service provider and shall not submit claims with regard to improper loading onto the means of transport that is not adjusted for this, and the possibly done damage for the means of transport during loading. The guarantee is accepted only after the Service provider shall evaluate the possibility of loaded Container onto the means of transport which is not adjusted for Container transportation or in cases where the Container coupling connections are damaged and determines that the charging will not damage the handling equipment.

3.13. When providing the Service set out in point 2.3.3 of these Regulations, the goods accepted for storage and issued from the warehouse in sealed Containers shall be registered in the accounting documentation of the goods saved at Customs warehouse.

3.14. The goods in sealed Containers shall be accepted to Customs warehouse according to the procedures set out in point 3.10 of these Regulations, by signing a form of acceptance-transfer act of the Service provider. Once it is established the kind of goods, the quantity or other characteristics are not in line with the data indicated in customs, transport, trade or other documentation accompanying the goods, shall immediately inform the Client thereof both in writing and orally, and shall along with the Client decide how to remove the discrepancies.

3.15. The goods in sealed Containers shall be issued from the Customs warehouse to the person holding a right to have them in their disposition only once the customs has checked the documentation for customs, transport and other mandatory documentation for the goods issued.

3.16. Should the Client want the Service provider to provide certain customs related services for the

goods transported in Containers, a separate customs broker service provision agreement shall be concluded with the Service provider.

IV. THE PROCEDURES OF ONE-TIME SERVICE BOOKING AND PROVISION

4.1. A Client who wants to receive a concrete Service filled out and signed form of Service booking and submit this form to Service provider. Then Client submit filled out and signed form of Service booking it is considered that the Parties agreed on a one-time Service provision.

4.2. When submitting an order, the following data shall be indicated:

4.2.1. Name of the subject submitting the order;

4.2.2. Position, name, surname, phone number and/or email of the contact person submitting the order;

4.2.3. Date and time of the arrival of the means of transport;

4.2.4. The make, model, state plate No. of the arriving means of transport, and the state plate number of the trailer if there is one;

4.2.5. The workplace, position, name, surname of the driver of the arriving means of transport, and the phone number if possible;

4.2.6. Alphabetic and numeric index of the Containers;

4.2.7. Container type (20-45 feet);

4.2.8. Mass of Containers (empty or loaded), if loaded or if the freight is considered to be dangerous according to the legislation of the Republic of Lithuania;

4.2.9. No. of Container seal (if sealed);

4.2.10. A desirable Container door position after the provision of the Service;

4.2.11. Desirable Services. Should the Services described in points 2.3.3. or 2.3.16 be desired, the desired duration of the storage shall be indicated.

4.3. The Services shall be provided only on working time and then it was paid by the procedure set out in VIII part points 8.3.1.1. of these Regulation.

4.4. Services provides by the deadlines set out in points 3.7. – 3.9.

4.5. III part points 3.11-3.16. of These Regulation and all other points as much as is relevant and can be applied to One-time services shall be applied.

V. THE CASES WHEN THE SERVICES ARE NOT PROVIDED OR THE PROVISION OF

THEM IS SUSPENDED

5.1. At the place of providing the Services the Services shall not be provided for uncleared loads, and for dangerous freights in Vilnius intermodal terminal of the Service provider, which are indicated in the International agreements (SMGS) and European agreement concerning international carriage of dangerous goods by road (ADR).

5.2. The Service provider shall not provide services related to loading where the wind gusts are more intensive than 16 m/s.

5.3. The services are not provided where it is established when accepting the loaded Container the container has been damaged and the freight (goods) can be easily accessed, except for the cases foreseen in clause 3.11.

5.4. The Services related to loading shall not be provided where the Client wants to load the Container onto the means of transport which is not adjusted for this or onto the means of transport for freights, with damaged Container coupling connections, except for cases foreseen under point 3.12.

5.5. The Service provider shall suspend the provision of Services where:

5.5.1. The Client shall not preserve the procedures set out in points 3.1 or 4.1 of these Regulation;

5.5.2. The data of the order are not in line with the factual situation;

5.5.3. The gusts of wind during the implementation of the order reached 16 m/s;

5.5.4. The Client, when booking the Services set out in point 2.3.3 did not provide the Service provider the documentation or information which is necessary for the accounting of the goods which are stored in Customs warehouse, which he has a right to have in his disposal;

5.5.5. The Client does not pay for the Services according to the procedures set out in the Agreement on the Container load, storage and other services or these Regulations in time;

5.5.6. The Client does not implement reasonable guidelines of the Service provider, which are necessary to ensure the legitimacy and safety of Service provision;

5.6. Should the Service provider suspend the provision of Services to the Client on the basis referred to in this chapter, Service provision shall not be renewed until the reasons of such restriction are removed.

5.7. The Service provider, before suspending the

provision of Services, shall be obliged to undertake actions so that the Client is warned about the suspension of the provision of Services.

5.8. Should the Service provider be unable to properly provide Services due to his own fault of the third persons, he shall immediately inform thereof the Client and his representative in writing and orally, who shall submit an order by indicating the concrete reasons of why the Services cannot be provided, the actions that were undertaken to remove the obstacles and the foreseen deadline from which the provision of Services may be continued.

VI. THE OBLIGATIONS

6.1. The Service provider shall be obliged:

6.1.1. To provide Container loading, storage and other related services and to prepare the necessary equipment for this and the personnel;

6.1.2. by providing the Services commissioned by the Client, to preserve the requirements of the Agreement on Container load, storage and other service provision (if it is composed), these Regulations, those set out in the Service orders, Service amendments, supplements and the requirements of the legislation of the Republic of Lithuania and European Union legislation;

6.1.3. To provide Services by the deadlines set out in points 3.7., 3.8. and 3.9;

6.1.4. To immediately inform the Client in writing and/or orally if the Services may not be provided due to the unforeseen circumstances set out in chapter V of these Regulations;

6.1.5. To suspend all the works or part of them, upon receipt of a notice from the Client in writing, in which it would be indicated to do so;

6.1.6. To create conditions for the Client to inspect the goods he has given and those stored in Customs warehouse in sealed Containers;

6.1.7. To allow the Client to take examples (samples) of the goods stored in the Customs warehouse where needed, and to declare them according to the procedures set out in the legislation and to submit them for customs clearance;

6.1.8. Once an authorized customs authority takes a decision according to the procedures set out in the legislation concerning suspension or cancellation of the activity of the Customs warehouse, he shall inform the Client thereof in writing not later than within 5 (five) working

days;

6.1.9 To inform the Client in writing about the change of the data indicated in the Container load, storage and other service provision agreement, but not later than within 3 (three) calendar days from the change. Should the Party fail to preserve these requirements, it shall not hold a right to claims, if the actions of the other Party were completed according to the most recent known data.

6.2. The Client shall be obliged:

6.2.1. To preserve the Agreement on Container load, storage and other service provision (if it is composed), and the requirements of these Regulations, Service provision booking, annexes of the Agreement, supplements and the requirements of the legislation of the Republic of Lithuania and European Union;

6.2.2. To ensure that all the freights that shall be carried in sealed container are duly and qualitatively packed (packing shall be sufficiently steadfast and ensure reliable protection of the goods from damage when loading or storing them);

6.2.3. To ensure that the Containers arrive to the Service provision place not later than by the time indicated in point and in the manner indicated in the order, as set out in point 3.2 of these Regulations;

6.2.4. To provide the representative of the Client the necessary authorization according to the procedures set out in point 3.4 of these Regulations, where this is foreseen in the Agreement on Container load, storage and other service provision;

6.2.5. Should the representatives of the Client indicated in the procedure set out in clause 3.4 change, the Service Provider shall be immediately informed, but not later than until the submission of a new order, inform the Service provider by submitting a newly filled out annex to the Agreement on Container load, storage and other service provision. Where the Client does fails to preserve these requirements, he shall not hold a right to make claims, where the actions of the Service provider, completed according to the most recent known data, are contradictory to the terms and conditions of the Agreement;

6.2.6. To provide the Service provider with the documentation and information necessary for bookkeeping for the goods kept in the Customs warehouse and implementation of other

contractual obligations;

6.2.7. Before rendering of the goods of the Community kept in Customs warehouse for storage in sealed Containers, he shall inform the Service provider in writing about the customs status of these goods, their function and the objective of their storage in Customs warehouse;

6.2.8. The goods stored in the Containers sealed in customs warehouse transferred to the Service provider to carry from Customs warehouse up to the end of their temporary storage duration;

6.2.9. Once an authorized customs authority takes a decision according to the procedures set out in the legislation to stop the activities of the Customs warehouse, to transport the goods stored in it, which Client A has a right to dispose, within 30 (thirty) calendar days from receiving a written notification about the cancellation of the Customs authority activity provided in writing by the Service provider from this warehouse;

6.2.10. To pay for the Services according to the procedures and deadlines set out in Container load, storage and other service provision agreement and these Regulations;

6.2.11. When using the Services not to breach the rights and legitimate interests of the third persons, good morals and the principles of public order;

6.2.12. To inform the Service provider in writing about any changes of the data indicated in the Container load, storage and other services provision agreement, but not later than within 3 (three) calendar days from the moment of their change. Should a Party fail to preserve these requirements, it shall not hold a right to claims, if the actions of the other Party were carried out not according to the last known data;

6.2.13. To implement the reasonable instructions of the Service provider, which are necessary to ensure the legitimacy and safety of the Service provision;

6.2.14. To repay the Service provider all the reasonable costs related to the recovering of the debt for the Services provided;

6.2.15. should the customs or another corresponding institution arrest or seize the goods stored in the Customs warehouse and rendered by the Client in sealed Containers at the fault of the Client, to cover the losses to the Service provider that are related to loading, transportation and storing of these goods, and the administrative fines to the Service provider and Service provider

employees;

6.2.16. To protect and not to give the third persons access data given at the time of signing of the Container load, storage and other service provision agreement, which is meant for booking Services and managing in the self-service system. Should the persons who were granted access data change, the Client shall not later than until next booking inform the Service provider, by making a written request to issue new access data for the submission of orders for the newly appointed person.

VII. THE RIGHTS

7.1. The Service provider shall have a right:

7.1.1. At one's own initiative, should the market conditions or legislation regulating market change, or should there be any other objective bases, to unilaterally change the Service rates and (or) the provisions of the Regulations, by declaring them in public at www.litrail.lt/verslui/gelezinkeliu_infrastruktura/paslaugos/konteineriu_terminalu_paslaugos not less than 14 (fourteen) calendar days before the date the changes come into force. Public notice about the Regulation or Service rates change is considered appropriate (written) Client information. If Client before the date the changes come into force not inform Service provider about the fact that not accept the changes is considered that Client accept the changes.

7.1.2. To suspend Service provision in the cases and following the procedures set out in these Regulations and the Agreement on Container load, storage and other service provision;

7.1.3. To demand from the Client to reimburse all the costs related to the reimbursement of debt;

7.1.4. At one's own discretion, to submit the goods stored in Customs warehouse in sealed Containers that have been rendered by the Client to carry out any customs sanctioned actions where the Client does not preserve the requirements of points 5.2.8. or 5.2.9 of these Regulations;

7.1.5. To suspend, until complete reimbursement provision of Services, issuing of the goods from the Customs warehouse that the Client has entrusted to store in sealed Containers, where the Client is indebted for these Services or has failed to pay for them in due course at least once;

7.1.6. Not to issue the goods entrusted by the Client to be stored in sealed Containers from the

Customs warehouse, where the validity of the Customs warehouse establishment permit is suspended according to the procedures set out in legislation, except for the case where the goods are meant for transporting from the Customs warehouse after the expiry of the temporary storage period of the goods in Customs warehouse, once other customs sanctioned actions have been documented according to the established procedures, and the validity of the Customs warehouse establishment permit has been suspended not due to these goods.

7.2. The Client has a right:

7.2.1. Following the procedures set out in the legislation, to inspect the goods stored in sealed Containers of the Customs warehouse;

7.2.2. Following the procedures set out in the legislation, where necessary, to take examples (samples) of the goods entrusted to store in Customs warehouse, by declaring them according to the procedures and submitting for registration at the customs;

7.2.3. Following the procedures set out in the legislation, to give the goods stored in Customs warehouse or part of them for state ownership or under customs control to destroy them (using one's own or other interested person's funds);

7.2.4. Following the procedures set out in the legislation, to change the owner (receiver) of the goods stored in Containers in Customs warehouse or temporarily stored goods;

7.2.5. Following the procedures set out in the legislation, to give the goods stored in Customs warehouse and given by them to register customs sanctioned actions;

7.2.6. To submit the Service provider any requests and claims in writing.

VIII. SETTLEMENT FOR SERVICES

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

8.2. Settlements shall be carried out in single European Union currency, the euro (EUR).

8.3. Settlements shall be carried out in one of the means:

8.3.1. Prepayments:

8.3.1.1. the case of a One-time provision of services. The Client shall pay for Services which is indicate on the Service booking form in cash or

by a bank card at the Service provision place not later than before the moment when the means of transport enter the Service provision place. The VAT invoice shall be prepared for Client on the settlement moment.

8.3.1.2. when Client owes JSC “Lietuvos geležinkeliai” at the agreement on Container load, storage and other services provision conclude moment.

8.3.2. The Client pays the Service provider for the services provided within 30 (thirty) calendar days after receiving of the VAT invoice (handing in) day, Client not owes JSC “Lietuvos geležinkeliai” at the agreement on Container load, storage and other services provision conclude moment.

8.4. Concrete terms and conditions related to settlements for the Services, which are not indicated in these Regulations, shall be discussed in the Agreement on Container load, storage and other service provision.

IX. CANCELLATION OF SERVICE PROVISION

9.1. Provision of Services shall be discontinued once the Agreement on Container load, storage and other service provision is terminated in the following cases:

9.1.1. Before the expiry of the deadline upon mutual agreement of the Parties or according to a written statement of one of the Parties, by warning another Party thereof 30 (thirty) calendar days in advance;

9.1.2. Where the Client disagrees with the General service rates or the Regulations changed and informs the Service provider thereof in writing not later than 7 (seven) calendar days before the payment.

9.1.3. In other cases foreseen in the legislation.

X. RESPONSIBILITY

10.1. For failure to preserve contractual obligations the Parties of the contract shall be responsible according to the procedures set out in the legislation of the Republic of Lithuania.

10.2. The Service provider shall be responsible for the loss or damage of the goods stored in Customs warehouse and given by the Client and stored in sealed Containers and implementation of the contractual obligations according to the procedures set out in the legislation, except for the cases foreseen in point 9.4 of the Regulations.

10.3. The Service provider shall not be responsible in the cases where damage has been done to a Client, where this happened not due to the fault of the Service provider, including cases, where the Containers were given according to the procedures set out in point 3.10 of these Regulations, however, where it becomes obvious that the person to whom the Containers were given did not have a right to accept them and/or was acting in a criminal way.

10.4. Suspension of Service provision or cases, where the Service cannot be provided due to the failure to act or improper acting of the third persons or the Client, shall not be considered to be late provision of the Services and the Service provider in that case shall not be responsible.

10.5. The Service provider shall not be considered to be responsible for the damage done to the freights in the Client's Containers, where this is related, but not limited to the following reasons:

10.5.1. Reduction of the freight weight or evaporating, damage, decaying or other processes of freight deterioration;

10.5.2. Fire, floods, riots, revolts, elements, or damage done by third persons;

10.5.3. Damage of the freight due to improper packaging/ consolidation.

10.6. The Service provider shall not be responsible for the losses of the Client, incurred due to the decision taken by an authorized customs authority according to the legislation to suspend or cancel the activity of the Customs warehouse.

10.7. The Client shall be liable for the consequences of the breaches of the rules of fire prevention and environmental protection, work safety, hygiene or sanitary rules that occurred due to his fault.

10.8. The Client shall be responsible for the accuracy and completeness of the data submitted in the Service booking form and shall be obliged to reimburse the Service provider the losses that occurred due to the breach of this point.

10.9. The Client shall be responsible for the provision of true, accurate and complete information, including that indicated in the accompanying documentation, which is related to the placement of the goods that are stored in sealed Containers to the Customs warehouse, storage and issuing from it, due to which the Service provider and/or his employees may have

administrative liability to the customs once discrepancies or other breaches are established, which are related to the storage of the goods in Customs warehouse. The Client shall reimburse the fines imposed to the Service provider and his employees.

10.10. Should the Client fail to pay for the Services according to point 2.3.3 of these Regulations and should he not properly look after the goods stored in sealed Containers in the Customs warehouse for longer than 1 (one) month, the right to dispose the goods shall be given to the Service provider.

10.11. Where the Service provider is late to provide Services for one day due to his own fault, the Client shall have a right to start calculating 0.1 (one tenth) of the percent of late payment from the next day for each delayed day from the price of the Services foreseen in the order, including VAT, but not more than 20 (twenty) per cent. The Client shall start calculating the late payment only after he shall inform the Service provider in writing about the start of calculating the late payment. Late payments shall be calculated from the day of dispatching the notice.

10.12. The Client, once he delays to pay for the properly provided and rendered Services within the period indicated in the Agreement, the Service provider shall have a right to start calculating the Client 0.1 (one tenth) per cent size late payment from next day of the Service payment deadline from the unsettled amount of the VAT invoice, including VAT for each overdue day, but not more than up to 20 (twenty) per cent. The Service provider shall start calculating late payment only after he shall inform the Client in writing about the start of calculation of the late payment. The calculation of late payment shall start on the day of dispatching the notification.

10.13. Should the Client be indebted to the Service provider for the Services provided, the Service provider shall make all the Client's payments first of all to cover the calculated late payment and only afterwards to cover the debt.

10.14. Payment of late payments shall not dismiss the Parties of the Agreement from their duty to implement the contractual obligations.

10.15. The Party, due to whose guilty actions/failure to act another Party suffers from damage, shall reimburse another Party all the incurred direct losses, where it is not otherwise established

in the separate clauses of these Regulations or Container load, storage and other service provision agreement.

10.16. Where it is not clearly otherwise established in these Regulations or the Agreement on Container load, storage and other service provision, none of the Parties shall not be liable for the recovery of indirect losses to another Party of the agreement, e. g. for the transactions not concluded with third parties or not implemented, etc.

10.17. The Parties shall be obliged to refrain from actions that would infringe the rights of another Party or would bring it losses.

XI. FORCE MAJEURE

11.1. The Party shall not be considered to be liable for any failure to implement any contractual obligations, where it proves that this happened due to unaccustomed circumstances, due to which the Parties could not control and reasonably foresee and preclude these circumstances or their consequences from re-occurring. *Force majeure* circumstances are considered to be the circumstances laid down in the regulations of article 6.212 of the Civil Code of the Republic of Lithuania and Dismissal from the liability under the circumstances of force majeure, which were approved by Decree No. 840 of 15 July 1996 of the Government of the Republic of Lithuania. By establishing force majeure circumstances, the Parties shall follow Decree No. 222 of 13 March 1997 of the Government of the Republic of Lithuania "On the approval of the procedures for issuing certificates certifying *force majeure* circumstances" or legislation amending it. Under *force majeure* circumstances, the Parties of the agreement shall be dismissed from the liability according to the procedures set out in the legislation of the Republic of Lithuania for failure to implement the contractual obligations, partial implementation or improper implementation, and the deadline for implementing the obligations shall be extended.

11.2. The Party asking to dismiss it from liability, shall inform the other Party in writing about the force majeure circumstances immediately, but not later than within 3 (three) working days from occurrence of these circumstances or from the day when they become evident, by submitting proof that they have undertaken all the reasonable

precautions and have put all the effort to ensure the reduction of costs or negative consequences, and to inform about the possible deadline for implementing the obligations. A notification shall also be requested where the basis for failure to implement the obligations disappears.

11.3. The basis to dismiss the Party from liability shall occur from the moment of the occurrence of the *force majeure* circumstances or, where the notification was not submitted in time, from the moment the notification was submitted. Should a Party fail to dispatch a notification in due time or should it fail to inform thereof, it shall compensate the damage to the other Party, which it suffered from due to the reason that the notification was not submitted in due time or because there was no notification.

XII. CORRESPONDENCE

12.1. Correspondence, notifications and other kinds of correspondence shall be considered to be duly sent out/handed in where:

12.1.1. On the same day when they are handed in person (by signing) to the representatives of the Parties;

12.1.2. On the day when they were handed in to the Party, when they are sent out by registered mail;

12.1.3. On the day of sending it, when it is sent by fax and the copy certifying sending out is kept;

12.1.4. On the following working day after dispatching via email or on the day of dispatching, where the other Party confirms receipt via email.

12.2. The information about sending out of important information and/or information to be urgently implemented has to be informed orally and in writing.

12.3. The Parties of the Contract shall communicate in Lithuanian or other agreed language.

XIII. FINAL PROVISIONS

13.1. Should any of the provisions of these Regulations be acknowledged to be invalid or not applicable according to the laws of the Republic of Lithuania, the other provisions of these Regulations shall be still in force and shall be applied.

13.2. Disputes over failure to implement the Agreement or improper implementation of it shall be resolved by the agreement of the Parties, and

where the Parties fail to agree within 20 (twenty) calendar days, they shall be resolved in courts, as laid down in the laws of the Republic of Lithuania. The place of the court proceedings is Vilnius city.

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

13.4. The terms and conditions of the agreement is confidential information (a commercial secret) and it cannot be disclosed to the third persons without a prior agreement of the Parties of the agreement, except for the cases set out in the laws of the Republic of Lithuania. For disclosing information according to this agreement, shall be liable the Party, which, where related occur, shall be responsible for the complete reimbursement of the losses.

Terminal management centre

Vilnius/Kaunas* intermodal terminal

SHEET OF SERVICE BOOKING

__/__/201_ No. _____

 The name of the subject submitting the order _____
(name, surname, Personal / company code)

 Contact person** _____
(position, name, surname, phone number, email)

 Agreement on the basis of which the booking is made*** _____
(date, number)

The date and time when the means of transport will arrive at the terminal _____

 Arriving/arrived* means of transport _____
(car model, make, state plate number and state place number of the semitrailer)

 Driver of the means of transport arriving/arrived* _____
(name of the company in which the one is employed, name, surname and phone number)
Data on container 1:

Number |____|____|____|____|____|____|____|____|____|____|____|____| Type _____ feet

Container mass: empty/ loaded* _____ kg; Cargo dangerous/ not dangerous*

The Container sealed: yes / no*. Seal No. _____

The desirable position of the container door after the provision of the service (please tick):

**Data on Container 2:**

Number |____|____|____|____|____|____|____|____|____|____|____|____| Type _____ feet

Container mass: empty/ loaded* _____ kg; Cargo dangerous /not dangerous*

The Container sealed: yes / no*. Seal No. _____

The desirable position of the container door after the provision of the service (please tick):

**The Company shall fill out the List of services planned, in sheet 2.****The service booking sheet shall be valid for servicing one/two* Containers.**

Acquainted with the Regulations of JSC "Lietuvos geležinkeliai" Railway Infrastructure Directorate Terminal management centre load, storage and other services and adhere to them**** _____

(name, surname, signature)

*Cross out the unnecessary.

** If the contact person is the same as booking subject, shall indicate only the phone number and e-mail.

*** Filled in if concluded Container load, storage and other services provision agreement.

**** Not filled in if concluded Container load, storage and other services provision agreement.

List of services planned

Provision of service*		Name of service	Comments
1 container/ semitrailer	2 container/ Semitrailer		
1. Using Vilnius/ Kaunas intermodal terminal**:			
		1.1. Container/ semitrailer reloading from the railway platform onto the railway platform***	
		1.2. Container reloading from the railway platform onto a car platform****	
		1.3. Container reloading from a car platform onto the railway platform	
		1.4. Container reloading from the railway platform onto the ground for free storage up to 45 days and Container reloading from the ground to the railway/ car platform	
		1.5. Container exchanging on the railway platform	
2. Use of car transport at Vilnius/ Kaunas intermodal terminal:			
		2.1. Container reloading from one car platform onto another car platform	
		2.2. Container reloading from the car platform onto the ground for free storage up to 45 days and Container reloading from the ground onto the car platform	
		2.3. Container exchanging on the car platform	
Storage and other services:			
		3. Container storage in an open A type customs warehouse*****	
		4. Container transportation in the terminal territory to the place for customs clearance and returning	
		5. Container reloading or loading during the check by an electronic loader for 1 euro pallet	
		6. Manual loading during the container check	
		7. Dry container cleaning of powdery remains and trash	
		8. Container weighting	
		9. Car weighting	
		10. Visual container check (opening, inspection, closing)	
		10. Connecting/ disconnecting refrigerator container	
		11. Power supply and maintenance of the refrigerator container	
		12. Container sealing by the seals provided by the client	
		13. Removal of document coverings, old seals and other remains on the outside of the container	
		14. Taking photos of the container and submission of the photos to the client via email (without container unloading)	
		15. Container/ semitrailer storage from day 46***	
		16. Container transportation for loading	
		17. Document delivery**	
		19. Container repair*****	

*Please mark the service chosen: „+“.

** The service shall be provided only to the Client that has concluded an agreement with the railway carrier and has in advance aligned the delivery of the platform to the service provision place.

*** Please indicate in the comments the desirable service for the container or semitrailer . If it is for semitrailer, the data on the front page shall only be filled out about the semitrailer . Please indicate the number of days planned for storage next to the service in point 16 in the comments.

**** The service may be provided also for the semitrailer when unloading it from the railway platform to the ground . Please indicate the desirable service for the container or semitrailer . If it is for semitrailer the data filled out in the front page will only be about semitrailer.

***** In the comments, one should indicate the duration how long it is planned to store the goods.

*****Repair shall only be completed at Vilnius intermodal terminal, at the following address: Terminalo St. 8, Vilnius.

The order was issued by:

(name, surname, signature)