

## STANDARD PROCEDURE FOR THE ADMINISTRATION OF CARGO CLAIMS

Applicable in case when THE EXECUTOR – Girteka Logistics UAB or Girteka Fleet UAB

For the purposes of prompt settlement of the issues of restitution of losses and/or damages arising in any of the cases described in this procedure in a manner acceptable to the Customer and the Executor, and when this occurs during the provision of services by the Executor to the Customer, i.e., when planning, organizing and executing road freight transport, as well as when the Executor provides other additional services to the Customer that are related the organization and execution of road freight transport, and in accordance with the CMR Convention, the parties have drawn up this standard procedure for the administration of cargo claims.

The standard procedure for the administration of cargo claims shall apply:

- ✓ In case of loss of a part or all of the cargo;
- ✓ In case of damage to a part or all of the cargo;
- ✓ In the case of fall of cargo from a vehicle;
- ✓ In case of delays to submit vehicle for loading and/or delivery of cargo;
- ✓ In cases of non-delivery of vehicles;

### PART I

Cases of damage to part or all of the cargo, loss of cargo dropped from vehicles

1. The Parties agree that when the Customer becomes aware of an event where during transportation the cargo was possibly damaged or lost, or if the Customer has become aware of the above, and the Executor delivers partially or completely damaged cargo to the destination, and/or the Customer identified other discrepancies or/and defects related to the cargo (hereinafter – damage to the cargo), the Customer shall take the following actions:
  - 1.1 To mark any discrepancies of the delivered cargo in the CMR consignment note and inform the Executor immediately (on same day, however, any case no later than the next business day) by telephone or other means of communication specified and/or agreed in the contract.
  - 1.2 To store the cargo without changing its condition (unless the changes are necessary to reduce the damage, prevent further damage and/or loss), follow the Executor's recommendations (including, but not limited to, following the opinion/suggestions of the hired expert/surveyor) on further handling of the cargo intended for reduction of damages.
  - 1.3 Within 3 business days after the initial notification (as provided for in paragraph 1.1. of this part) or if at the time of acceptance of the cargo the loss or damage caused through the fault of the Executor was not externally obvious and could not be noted on the CMR consignment note, send a written notification to the Executor within 7 business days after acceptance of the cargo. This written notification must be accompanied by all documents available at the time the notification is sent relating to the cargo and substantiating the damage information contained in the notification.
  - 1.4 To submit a written claim to the Executor within 30 calendar days after delivery and/or learning about the damage to the cargo.

The claim to the Executor must be accompanied by all documents and evidence supporting the information specified in the claim and the amount of damage and/or loss.

Below is a non-exhaustive list of documents to be submitted with the claim (the required documents shall depend on the specific loss/damage situation and the Executor may request the Customer to provide additional documents not listed therein in order to examine the claim submitted by the Customer):

- ✓ Cargo invoices;
- ✓ CMR consignment notes;
- ✓ Photographs of the damaged cargo while the cargo is still in the trailer with the visible license plate number of the trailer;
- ✓ Cargo disposal documents, if the cargo has been disposed of;
- ✓ Customs Cargo Declaration (GTD), if the cargo has left the territory of the EU during transportation.

- ✓ Documents substantiating the losses incurred (e.g., calculations, invoices for rescuing cargo, repackaging, handling, post-event storage costs, necessary transport costs after the event, and/or etc.);
- ✓ Police statement, protocol and/or other documents, in case of a traffic accident or cargo theft (if the Customer holds them or can receive them);
- ✓ Other documents.

1.5 Within 14 calendar days from the receipt of the request from the Executor to respond to the Executor's requests submitted during the examination of the Customer's claim, and to submit the requested documents.

If the Customer fails to provide the requested information and/or documents to the Executor within this term (or within another term individually agreed by the parties), the Executor may decide to reject the claim (or not accept liability for damage to the cargo if the claim has not yet been made) by a written notification to the Customer.

2. The Customer may, without providing other evidence, consider the cargo lost if the goods are not delivered within 30 calendar days after the agreed delivery deadline, or if the deadline has not been agreed, within 60 calendar days from the moment the cargo was accepted by the Executor. In this case, the Customer must file a claim within 30 calendar days upon expiration of deadlines specified in this paragraph.

3. If the Executor shall first become aware or suspect of the loss/possible loss or damage of the cargo, the Executor within 24 hours from aware will inform the Customer.

4. The Parties agree that upon receipt of a notice of damage to the cargo from the Customer, the Executor shall take the following actions:

4.1 Within 1 business day from the date of receipt of the notification (as provided for in paragraph 1.1 of this procedure), inform the Customer about the appointment of (or refusal to appoint) an external expert, and make recommendations to the Customer (including, but not limited to, the opinion/suggestions of the hired expert/surveyor) on further actions with the cargo intended to reduce damage.

4.2 Upon receipt of the Customer's notice of damage to the cargo and/or the claim, and when additional information is required to make a decision on the demands specified in the claim, the Executor may request the Customer to provide additional evidence or documents substantiating the information indicated in the claim, and the amount of damages and/or loss.

4.3 When the amount of demands submitted by the Customer in the claim for damages does not exceed EUR 10,000 (ten thousand):

The Executor shall make a decision on the satisfaction, partial satisfaction or rejection of the demands set forth in the Customer's claim and provide the Customer with a written response to his claim within 30 calendar days after receipt of the conclusions of the expert examination (if the expert examination has been appointed and performed) and all documents required to examine the claim. The response shall set out the reasons for the decision and, where applicable, the amount of damages to be awarded.

4.4 When the amount of demands submitted by the Customer in the claim for damages exceeds 10,000 (ten thousand) euros, the Executor shall additionally inform the Customer about the expected terms of the decision on satisfaction, partial satisfaction or rejection of the demands set out in the Customer's claim.

5. The Parties also agree that upon receipt of the Executor's decision to satisfy, partially satisfy or reject the demands set out in the claim, the Customer shall respond to the Executor in writing within 30 calendar days, stating that he agrees with the Executor's decision or providing another reasoned response and additional substantiating documents and evidence.

6. After the Customer approves the Executor's offer to settle the claim, as provided in paragraph 5, the Executor shall pay the compensation provided for in the offer to the Customer within the term separately agreed by the parties.

7. If the Customer rejects the Executor's offer for settlement of the claim and/or submits a reasoned reply, additional documents and evidence, the Executor shall re-evaluate the information provided by the Customer in order to reach a mutually satisfactory decision. In this case, the parties shall negotiate separately on the terms of settlement of the demands specified in the claim and shall strive to find a solution that satisfies both parties to the contract as soon as possible.

8. Where part or all of the cargo is lost through the fault of the Executor and the Executor is liable for damages, the amount of compensation shall be calculated in accordance with Article 23(1-4) of the CMR Convention.

## PART II

Cases of delay to submit vehicle for loading and/or delivery of cargo and/or non-delivery of vehicles

1. The parties shall agree on the dates and/or terms of loading and/or delivery of the cargo in the contract concluded (the order submitted by the Customer and confirmed by the Executor shall be equated to a contract). The cargo shall be deemed not to have been loaded on time for reasons belonged on Executor if the vehicle has not arrived at the place of loading within the time limits agreed by the parties, and it shall be considered that the cargo has not been delivered in due time, if it has not been delivered at the time agreed upon with the Customer, and, if the delivery terms have not been agreed upon, then taking into account the specific circumstances of transportation and, if loading is performed in instalments, taking into account the time normally required to complete the consignment – if the actual transportation time is longer than the time normally required by the diligent carrier to complete a consignment.
2. The Parties agree that the Customer shall have the right to submit a claim to the Executor within 21 calendar days from the agreed date of loading, if the Executor delays loading of the cargo within the agreed terms, and if the Executor delays delivery of the cargo – within 21 calendar days from the agreed delivery date.

Below is a non-exhaustive list of documents to be submitted with the claim (the required documents shall depend on the specific situation, and the Executor may request the Customer to provide additional documents not listed therein in order to examine the claim submitted by the Customer):

- ✓ Cargo invoices;
  - ✓ CMR consignment notes;
  - ✓ Information and documents substantiating the loss (e.g., documents for the sale of cargo at a lower price, invoices for additional transport, etc.);
  - ✓ Other documents.
3. The exchange of relevant information and documents during the examination of claims due to delays in loading and/or delivery of cargo and/or non-delivery of vehicles handled between the Customer and the Executor shall take place as described in Part I, paragraph 1.5 of this procedure, and the claims shall be examined and a decision taken in accordance with paragraphs 4-7 of Part I of this procedure.
  4. In cases where the time of loading or delivery of the cargo is exceeded due to the fault of the Executor, or the vehicle has not been delivered, and the Customer proves that as a result he suffered damages, the Executor shall compensate the losses not exceeding the freight fee.

## PART III

Final provisions

1. Any notifications and claims to the Executor and responses to the Executor's inquiries shall be sent to the Executor's e-mail address and contacts specified in the contract concluded with the Customer, unless the parties agree otherwise.
2. During the claim processing period, the Customer shall not withhold payments to the Executor for the services provided and/or shall not set off the amounts of claims against the amounts payable to the Executor for the services provided without a separate written agreement. After the Executor has examined the claim and offered compensation, the parties shall negotiate separately on the terms of its payment, and in the case of equivalent financial mutual obligations, netting agreements shall be possible.
3. The Executor shall not be liable for the loss, damage or delay in delivery of the cargo if it occurred without the fault of the Executor but due to the fault of the person disposing of the cargo, as a consequence of his instructions, defects in the cargo or circumstances the Executor could not avoid.
4. The Executor informs the Customer that performing the contract concluded with the Customer and/or the cargo claims administration procedures will not be able to provide the Customer with information

and documents that are confidential, unrelated to the claim or whose disclosure is not possible in accordance with applicable law.

5. These terms and conditions of the standard procedure for the administration of cargo claims shall prevail over the terms and conditions of the contract concluded between the Customer and the Executor, and in the event of any inconsistencies between the the terms and conditions of the contract and this procedure, the parties agree to follow the terms and conditions of this procedure.