

## GENERAL TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND SERVICES

### 1. Definitions and interpretation

- 1.1. In these General Terms and Conditions for Purchase of Goods and Services (hereinafter – **the Terms**) the following highlighted words and expressions shall have the following meanings, unless the context requires otherwise:
- 1.1.1. **Agreement** means the agreement for the sale and purchase of the Goods and / or the supply and purchase of the Services, which comprises of the applicable Order, Specification (if any) and these Terms, together with all annexes as well as subsequent amendments and supplements to the Agreement.
  - 1.1.2. **Client** means any company of Girteka Logistics group, the particulars of which are specified in an Order and which places the Order with the Supplier for the purchase of the Goods and / or the Services. For the avoidance of doubt, any legal person, corporation, partnership, limited liability company, association or any other legal entity that is directly or indirectly controlled by the same entity(ies), which directly or indirectly controls Girteka Holding UAB (company code 304869444, VAT code LT100011767715), is considered as company of Girteka Logistics group.
  - 1.1.3. **Confidential Information** means the content of the Agreement, as well as any other written, oral or other information, data or documents directly or indirectly related to the Agreement and / or its implementation, obtained from another Party, its employees, consultants and / or other representatives of the Party or otherwise disclosed intentionally or accidentally prior to, during or after the execution of the Agreement.
  - 1.1.4. **Data Protection Legislation** means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the Protection of Natural Persons with Regard to the Processing of Personal Data and on the Free Movement of such Data (General Data Protection Regulation) and any other data protection legislation applicable from time to time, and the terms “appropriate technical and organisational measures”, “controller”, “data portability”, “processor”, “data subject”, “personal data breach”, “restriction of processing” and “supervisory authority” shall, unless the context otherwise requires, each have the respective meanings given to them in the Data Protection Legislation.
  - 1.1.5. **Deliverables** means any documents, information, products and materials supplied by the Supplier to the Client in connection with or related to the Goods or Services or otherwise pursuant or related to the Agreement.
  - 1.1.6. **Delivery Address** means the delivery address stated in the Order or otherwise agreed by the Parties in writing.
  - 1.1.7. **Goods** means the goods (including any instalment of the goods or any part of them) described in the Order.
  - 1.1.8. **Intellectual Property Rights** means all intellectual and industrial property rights and rights of a similar nature including all rights in and to, patents including all issued patents and pending applications therefore and patents which may be issued therefrom (including divisions, reissues, re-examinations, continuations and continuations-in-part), trade-marks, copyrights (graphical works, texts, and other copyright works and their related rights), software codes, industrial design rights, rights pertaining to trade secrets and confidential information, publicity rights, personality rights, moral rights, and other intellectual property rights whether registered or not and all applications, registrations, renewals and extensions pertaining to the foregoing.
  - 1.1.9. **Order** means the Client's purchase order to which these Terms are annexed.
  - 1.1.10. **Parties** means the Client and the Supplier and **Party** means either of them.
  - 1.1.11. **Personal Data** means any personal data (as defined in the Data Protection Legislation) processed by the Supplier on behalf of the Client under or in connection with the Agreement.
  - 1.1.12. **Price** means the price of the Goods and / or the charge for the Services.
  - 1.1.13. **Services** means the services described in the Order.
  - 1.1.14. **Specification** means any plans, drawings, data, requirements or other information relating to the Goods or Services either supplied by the Client to the Supplier or (if applicable) agreed or accepted in writing by the Client.

- 1.1.15. **Supplier** means the person, corporation, partnership, limited liability company, association or any other legal entity so described in the Order and selling the Goods or providing the Services.
- 1.1.16. **Terms** means these General Terms and Conditions for Purchase of Goods and Services, where general terms and conditions of the Agreement for purchase of goods and / or services are set out and which forms an integral part of the Agreement for purchase of goods and / or services.
- 1.1.17. **Third Parties** means any natural or legal persons other than the Parties and any company of Girteka Logistics group.
- 1.1.18. **Warranty Period** means whichever is longest of the following: (i) 24 (twenty four) months after either the date on which delivery of the Goods or performance of the Services has been completed or (if later) the date of acceptance of the Goods or the Services by the Client (and such references to Goods and Services shall also include repaired Goods or replacement Goods or Services); (ii) the duration of the Agreement; or (iii) such other warranty period confirmed in writing by the Supplier or agreed by the Parties in writing or which the Supplier offers to any of its other customers in respect of the Goods or Services.
- 1.2. The headings in these Terms are for convenience only and shall not affect their interpretation. References herein to "in writing" shall include by e-mail.
- 1.3. Unless otherwise required by the context, in this Agreement the words which refer to the singular shall also include the plural and vice versa, and the words which refer to persons shall also include legal persons.
- 1.4. Where the words "including" or similar expressions are used in these Terms, they are deemed to have the words "without limitation" following them.
- 1.5. Unless explicitly provided otherwise, references to days will be references to calendar days.
- 1.6. A reference to a legal act or statutory provision is a reference to it as it is in force for the time being, taking into account any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

## 2. Agreement

- 2.1. The Agreement consists only of: (a) the applicable Order; (b) these Terms; and (c) any Specifications or other documents expressly referenced in the Order. If there is any conflict or inconsistency between the documents constituting the Agreement, then, unless otherwise expressly provided, the documents will rank in the order of precedence in accordance with the order in which they are listed in present clause.
- 2.2. Any reference in the Order to any Supplier proposal is solely for the purpose of incorporating the descriptions and specifications of the Goods and / or Services contained in the proposal, and only to the extent that the terms of the Supplier proposal do not conflict with these Terms as well as with descriptions and Specifications set out in the Order.
- 2.3. Client's acceptance of, or payment for the Goods and / or Services will not constitute Client's acceptance of any additional or different terms of the Supplier, unless otherwise accepted in writing by the Client.
- 2.4. Confirmation of the Order signed by the Client by signature or by delivery of the Goods / performance of the Services shall be deemed conclusive evidence of the unconditional acceptance of the Order and the Terms. Nevertheless, such acceptance must be made within 14 (fourteen) days after the Client has signed the Order. If this deadline is missed, the Supplier shall ask the Client for confirmation that the Goods / Services are still required.
- 2.5. Unless expressly agreed otherwise in writing between authorised representatives of the Parties or authorised agents on behalf of the Parties, no variation to the Order or these Terms shall be binding, and these Terms shall apply to the Agreement with exclusion of any other terms, on which any quotation has been given to the Client or subject to which the Order is accepted or purported to be accepted by the Supplier.

## 3. Delivery of Goods and Services

- 3.1. Supplier agrees to supply and deliver the Goods to the Client and / or to perform the Services, as applicable, on the terms set out in the Agreement.
- 3.2. Supplier shall, at its own expense, pack, load, and deliver Goods to the Delivery Address in accordance with the invoicing, delivery terms, shipping, packing and other instructions of the Order or otherwise provided to the Supplier by the Client in writing. No charges will be allowed for freight, transportation,

insurance, shipping, storage, handling, demurrage, packaging or similar charges unless provided for in the applicable Order or otherwise agreed to in writing by the Client.

- 3.3. The Supplier shall provide the Services to the Client in accordance with the terms of the Order. The Supplier shall, at no additional cost other than as expressly set out in the Order: (a) meet any performance dates for the Services specified in the Order, included within the Supplier's proposal or notified to the Supplier by the Client; (b) co-operate with the Client in all matters relating to the Services, and comply with all instructions of the Client; (c) provide all equipment, tools, materials and such other items as are required to provide the Services; and (d) hold all Client's materials (if any) in safe custody at its own risk, maintain Client's materials (if any) in good condition until returned to the Client, and not dispose of or use the Client's materials (if any) other than in accordance with Client's written instructions or authorisation.

#### **4. Nature and specification of Goods and Services**

- 4.1. The quantity, quality and description of the Goods and / or the Services shall, subject as provided in these Terms, be as specified in the Order (including any instructions detailed therein) and in any applicable Specification (if any).
- 4.2. The Supplier shall comply with all applicable laws, standards, regulations, statutory and other legal requirements (including any which are notified by the Client to the Supplier and any relating to health and safety and the environment) concerning the manufacture, packaging, supply, delivery, storage and installation of the Goods and the performance of the Services and which may otherwise apply to the Supplier and / or the Supplier's activities in relation to the Agreement.
- 4.3. The Goods shall be marked in accordance with the Client's instructions (if any) and any applicable regulations or requirements, and properly packed and secured so as to reach the Delivery Address in an undamaged condition.

#### **5. Intellectual Property**

- 5.1. Any Specification supplied by the Client to the Supplier, or specifically produced by the Supplier for the Client, together with the copyright, design rights and any other Intellectual Property Rights in such Specification, shall be the exclusive property of the Client. In consideration of the Price, the Supplier hereby assigns to the Client, with full title guarantee and free from all third-party rights, all such copyright, design rights and other Intellectual Property Rights which may be owned by it. The Supplier shall not disclose to any Third Party or use any such Specification except as required for the purpose of the Agreement.
- 5.2. Intellectual Property Rights shall, from the moment of the acceptance of the Services, belong to the Client for the entire duration of these rights in an unlimited territory to the maximum extent permitted by law.
- 5.3. The Intellectual Property Rights transferred to the Client shall include, but not be limited to: the right to reproduce in any form or by any means; the right to translate; the right to sell, rent, lease, lend or otherwise transfer ownership or possession; the right to publicly display; the right to publish, including making publicly available online; the right to adapt, customize and otherwise modify; the right to publish, publicise, advertise; the right to receive compensation for any exercise of any of the foregoing rights; the right to assign any of the foregoing rights to a third party.
- 5.4. The Supplier shall ensure that all software and design solutions used are authentic and do not infringe the rights and proprietary and non-proprietary interests of Third Parties. In the event that the solutions are found to infringe the proprietary and non-proprietary interests of Third Parties, the Supplier shall be liable to the Third Parties for any damage caused. The Supplier hereby warrants that it holds all rights necessary for the proper performance of its obligations under the Contract and undertakes, in the event of a dispute, to settle personally all disputes and claims with Third Parties, and to indemnify the Client against losses and expenses (including legal costs) arising from Third Parties' claims for infringement of proprietary, copyright, related and other intellectual property rights.
- 5.5. Upon termination of this Contract, all property and non-property rights relating to the subject matter of the Contract shall remain with the Client for the entire duration of these rights in an unlimited territory to the maximum extent permitted by law.
- 5.6. In consideration of the payments due to the Supplier pursuant to the Agreement, the Supplier hereby assigns to the Client by virtue of and upon entering into the Agreement (where appropriate, by way of present assignment of rights which arise in the future), with full title guarantee and free from all third party rights, all rights including Intellectual Property Rights (if any) in all Goods, Services and Deliverables which

are designed, developed or created for the Client pursuant to or in connection with the Agreement and the products and results of the Services.

- 5.7. If and to the extent that it is not possible or reasonably practicable for the Client to exercise its rights under the Agreement or to make full use of the Goods, Services or Deliverables without the use of any rights including Intellectual Property Rights of the Supplier, other than those referred to in clause 14.7., in consideration of the payments due to the Supplier pursuant to the Agreement, the Supplier hereby grants to the Client a non-exclusive, irrevocable, royalty-free and perpetual licence to use such rights as the Client may require for that purpose.

## **6. Price of the Goods and Services**

- 6.1. The Price shall be as stated in the Order and, unless otherwise so stated, shall be:
- 6.1.1. exclusive of any applicable value added tax (which shall be payable by the Client subject to receipt of a valid value added tax invoice); and
  - 6.1.2. inclusive of all additional changes, including, but not limited to charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods and / or Services to the Delivery Address and any duties or levies other than value added tax.
- 6.2. No increase in the Price or charges not expressly set out in the Order may be made without the Client's prior written consent.
- 6.3. The Client shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase, if such discount is customarily granted by the Supplier according to any Supplier's terms and conditions.

## **7. Invoicing and Payment**

- 7.1. The Supplier may invoice the Client on or at any time after delivery of the Goods or performance of the Services has been completed or (in any case) at such other time as may be stated in the Order. In any event, the Client must receive the Supplier's invoice promptly and, in any case, no later than 3 (three) months after the date on which the Supplier first became entitled to raise the invoice and each invoice must be a valid VAT invoice and accurately indicate the Client's valid Order and must not be dated earlier than the date on which it is raised, failing which the Client shall not be required to pay such invoice.
- 7.2. Subject to receipt by the Client of all relevant documentation, agreed by the Parties in the Order (if any), and an accurate invoice which has been properly raised by the Supplier and received by the Client in accordance with clause 6.1., the Client shall pay the Price no later than 30 (thirty) days following the receipt of the invoice, unless other payment term is agreed in the Order.
- 7.3. The Client shall have the right to withhold payment of any invoiced amounts that are disputed in good faith, including cases of improper provision of the Services or delivery of the Goods, until the Parties reach an agreement with respect to such disputed amounts and such withholding of disputed amounts shall not be deemed a breach of this Agreement nor shall any interest be charged on such amounts. Notwithstanding the foregoing, the Client agrees to pay the balance of the undisputed amounts on any invoice that is the subject of any dispute within the time periods specified herein or in the Order.
- 7.4. The Client may set off against the Price any sums owed to the Client or to any company of Girteka Logistics group by the Supplier.

## **8. Delivery and acceptance**

- 8.1. The Goods shall be delivered to, and the Services shall be performed at, the Delivery Address on the date or within the period stated in the Order, in either case during the Client's usual business hours or as otherwise agreed between the Parties in writing.
- 8.2. The time of delivery of the Goods and of performance of the Services is of the essence of the Agreement.
- 8.3. The Client may reject any Goods delivered or Services performed which are not in accordance with the Agreement and shall not be deemed to have accepted any Goods or Services until the Client has had a reasonable time to inspect and / or test them following delivery or performance thereof and the Client has confirmed its acceptance in writing (such acceptance not to be unreasonably withheld or delayed).
- 8.4. The Supplier shall supply the Client in good time with any instructions, documents or other information required to enable the Client to accept delivery of the Goods and performance of the Services.
- 8.5. The Client shall be entitled to return rejected Goods to Supplier at Supplier's expense and risk of loss for and also shall be entitled to, at Client's option, either: (i) full credit or refund of all amounts paid by the Client to the Supplier for the rejected Goods or refuse to pay such amounts if they haven't been paid so

far; or (ii) replacement Goods to be received within the time period specified by the Client or (iii) request the Supplier to repair the defects at its own expense, and if the Supplier refuses or fails to repair the defects within a reasonable time specified by the Client, to use third parties and the Supplier shall compensate for such repairs.

- 8.6. The Client shall not be obliged to return to the Supplier any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Client.
- 8.7. If the Supplier fails to deliver the Goods or perform the Services on the due date in accordance with the Agreement or otherwise breaches any of its obligations under the Agreement then, without limiting any other remedy and without any liability, the Client shall be entitled to:
  - 8.7.1. terminate the Agreement and cancel any Order in whole or in part by giving notice to the Supplier and require the Supplier to refund to the Client on demand any payments previously made by the Client in respect of any cancelled Order and (where applicable) collect from the Client at the Supplier's cost any Goods already received by the Client pursuant to such Order;
  - 8.7.2. refuse to accept any subsequent delivery of the Goods or performance of the Services which the Supplier attempts to make;
  - 8.7.3. recover from the Supplier any losses and / or additional costs reasonably incurred by the Client in remedying the Supplier's failure or breach including, if applicable, obtaining the Goods or Services in substitution from another supplier;
  - 8.7.4. claim damages for any additional costs, losses or expenses incurred by the Client which are in any way attributable to the Supplier's failure or breach;
  - 8.7.5. require the Supplier, without charge to the Client, to carry out such additional work and take such steps as is necessary to correct the Supplier's failure or breach and ensure future compliance by the Supplier; and
  - 8.7.6. deduct from the Price (if the Client has paid the Price) or to claim from the Supplier penalty for delay amounting to 5 (five) percent of the Price for every consecutive period of 7 (seven) days' delay, up to a maximum of 25 (twenty-five) percent, or demand a greater amount of compensation, which would fully compensate the Client for any losses, damages, costs and claims it may suffer as a result of the Supplier's failure to deliver the Goods or perform the Services on the due date in accordance with the Agreement and the Parties agree that such amount represents a reasonable pre-estimate of, and is not out of proportion to the Client's legitimate interests for, any such losses, damages, costs and claims which may be suffered by the Client.

## 9. Risk and Title

- 9.1. The risk of damage to or loss of the Goods and / or Services and / or Deliverables shall pass to the Client on completion of delivery to the Client including completion of off-loading in accordance with the Agreement.
- 9.2. Title in and to the Goods and / or Services and / or Deliverables shall pass to the Client on delivery, unless payment for the Goods and / or Services is made prior to delivery or call off, in which case it shall pass to the Client once payment has been made.

## 10. Warranties and liability

- 10.1. The Supplier warrants to the Client that:
  - 10.1.1. the Goods and Services will be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier at or before the time the Order is placed or otherwise agreed by the Parties in writing;
  - 10.1.2. the Goods and Services will be free from defects in design, material and workmanship;
  - 10.1.3. the Goods and Services will correspond with the Order, these Terms and any relevant Specification or sample;
  - 10.1.4. throughout the Warranty Period, the Goods and Services shall be free from any liens or encumbrances on title whatsoever;
  - 10.1.5. the Goods and Services will comply with all laws, standards, regulations, statutory and other legal requirements relating to the sale or supply thereof;

- 10.1.6. all information supplied by the Supplier to the Client in connection with or related to the Goods and Services or otherwise pursuant or related to the Agreement shall be and remain true, accurate and complete; and
  - 10.1.7. the Services will be performed by appropriately qualified and trained personnel, with due skill, care and diligence in accordance with best industry practice and to such high standard of quality as it is reasonable for the Client to expect from a competent and experienced supplier or in all the circumstances.
- 10.2. The Supplier guarantees safe work, fire and environmental protection and occupational hygiene, and also undertakes not to violate the working conditions of third persons, including but not limited to the Client's employees and other persons. The Supplier is fully responsible for compliance with all legal acts regulating occupational safety, health safety, fire safety, environmental protection, public order, sanitary and hygiene standards, etc. If the Supplier fails to properly perform any of the obligations provided for in this clause, the Supplier shall pay the penalties specified in the Agreement (if any) and indemnify all damages caused to the Client, its property and / or Third Parties. The Parties agree that the Client shall in no event be liable for any obligations, claims and expenses that may arise from the Supplier's obligations under this Clause or any failure / improper performance thereof, as well as from injury or death of persons employed or hired by the Supplier or its subcontractors, during the work or at any other time related to the work in progress.
- 10.3. Without limiting any other remedy, if any Goods or Services are not supplied or performed in accordance with the Agreement including the warranties in clause 10.1., then, notwithstanding any prior acceptance thereof by the Client, the Client shall be entitled:
- 10.3.1. to require the Supplier to repair such Goods or to supply replacement Goods or Services in accordance with the Agreement at the Supplier's cost within 7 (seven) days of being requested to do so by the Client (in which case, such repaired Goods or replacement Goods or Services shall be subject to the warranties referred to in clause 10.1.) or the Client shall be entitled to return such Goods to the Supplier at the Supplier's cost, in which case, the Supplier shall, within 7 (seven) days of receipt of such returned Goods, repay to the Client the Price paid by the Client for such Goods and the costs incurred by the Client in returning such Goods to the Supplier in such amount as the Client shall advise the Supplier; or
  - 10.3.2. at the Client's sole option, and whether or not the Client has previously required the Supplier to repair the Goods or to supply any replacement Goods or Services, to treat the Agreement as discharged by the Supplier's breach and require the repayment of any part of the Price which has been paid.
- 10.4. The Supplier shall indemnify the Client in full against all claims, actions, liabilities, losses, damages, costs and expenses (including legal expenses) made, taken or awarded against or incurred or paid by the Client as a result of or in connection with:
- 10.4.1. any breach of any warranty given by the Supplier in relation to the Goods or the Services;
  - 10.4.2. any claim that the Goods or Deliverables infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trademark or other Intellectual Property Rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Client;
  - 10.4.3. any act or omission (including any breach, negligence, failure or delay) of the Supplier or its employees, agents or sub-contractors in connection with the Goods and Services or the performance of the Supplier's obligations under the Agreement;
  - 10.4.4. any accident caused by or involving the Supplier; and
  - 10.4.5. any persons employed or engaged by the Supplier or its agents or sub-contractors in connection with the Agreement.
- 10.5. The Parties shall be released from their liability for partial or full non-fulfilment of their liabilities hereunder, if such failure is due to any *force majeure* circumstances (for example: acts of God, hostilities, acts and actions of legislative and executive authorities and other similar circumstances) impeding fulfilment by the Parties hereto of their obligations hereunder, which the Parties did not foresee and could not foresee on the date of conclusion of the Agreement. The Parties agree that plague, epidemics, pandemics, infectious disease outbreaks or any other public health crisis, including quarantine or other restrictions on the employees of the Parties, their suppliers and customers, on the activities of the Parties, their suppliers and customers, including statutory restrictions (except where the law directly suspends the activities of

the Parties or restricts them in such a way that the Parties are unable to take action necessary to fulfil their obligations under this Agreement), shall not be considered as force majeure impeding fulfilment of obligations under this Agreement. In the circumstances referred to in this paragraph, the Parties agree that, in the event of an obligation under the Agreement to provide originals of at least one of the documents provided for in the Agreement, the provision of scanned copies of such relevant documents shall be deemed appropriate. However, if the circumstances referred to in this paragraph physically impede and / or restrict possibility of providing services (restrictions on crossing borders, employees' shortages due to disease outbreak or compulsory isolation / quarantine of workers, etc.), such circumstances would be considered as force majeure circumstances, relieving the Supplier from liability of failure to perform contractual obligations.

## **11. Cancellation and termination**

- 11.1. The Client may for any reason cancel an Order in respect of all or part of the Goods and / or the Services by giving notice to the Supplier at any time prior to delivery or performance, whereupon all work being performed by the Supplier in respect thereof shall be immediately discontinued and the Client's sole liability shall be to pay to the Supplier a fair and reasonable proportion of the Price for the Goods actually delivered or Services actually performed at the moment of receipt of Client's notice about cancellation, not including any loss of anticipated profits or any consequential loss of the Supplier.
- 11.2. In addition, the Client may terminate the Agreement and cancel any Order, without limiting any other remedy and without any liability by giving notice to the Supplier at any time if:
  - 11.2.1. the Supplier makes any voluntary arrangement with its creditors or becomes bankrupt or becomes subject to an administration order or goes into liquidation;
  - 11.2.2. anything occurs with respect to the Supplier in any jurisdiction that has an effect equivalent or similar to any of the events mentioned in clause 9.2.1.;
  - 11.2.3. the Supplier ceases, or threatens to cease, to carry on business; or
  - 11.2.4. the Client reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.
- 11.3. The termination of the Agreement or cancellation of any Order, however arising, shall be without prejudice to the rights of the Client and liabilities of the Supplier accrued prior to termination or cancellation. The provisions of these Terms which expressly or impliedly have effect after termination or cancellation shall continue to be enforceable notwithstanding termination or cancellation.

## **12. Confidentiality and Publicity**

- 12.1. This Agreement and all information related to it shall be Confidential Information and shall not be disclosed to third parties without a prior written consent of the other Party, save for cases stipulated in legislation.
- 12.2. Confidential information shall not include information that was in the possession of a Party (with full rights of disclosure) before it was received from the other Party, or information that is publicly available, or information that is independently developed by a Party prior to its receipt, or information that is obtained from another third party, provided that the disclosing Party is able to document this.
- 12.3. The Supplier shall at all times keep in strict confidence and shall use only for the purpose of performing its obligations to the Client all technical or commercial know-how, data, information, materials, specifications, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by the Client and any other confidential information concerning the Client's business, finances, affairs, products, services, suppliers or customers which the Supplier may obtain. The Supplier shall restrict disclosure and use of such confidential material and information to such of its employees and permitted agents or sub-contractors on need-to-know basis for the purpose of performing the Supplier's obligations to the Client and shall ensure that such employees, agents or sub-contractors are subject to equivalent obligations of confidentiality as bind the Supplier.
- 12.4. The Supplier shall not make or procure or permit any other person to make any press or public announcement or publicity concerning any aspect of the Agreement, as well as shall not use Client's name, logo and / or trademark in any way without the Client's prior written consent.
- 12.5. If the Supplier is granted the right to connect to the Client's databases via VPN service, the Supplier agrees to the VPN Access & Usage Policy, which can be found at <https://www.girteka.eu/vpn-rules/>.

## **13. Data Processing**

- 13.1. Both Parties shall (and shall procure that any of their respective directors, officers, employees, permitted agents, licensees and contractors shall) comply with all applicable requirements of the Data Protection Legislation. This section 13 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.
- 13.2. Pursuant to their legitimate interests, the Parties shall process the personal data (including, but not limited to name, surname, place of work, position, telephone number, email address etc.) communicated to each other by their and / or (where applicable) the Client's employees, agents or other representatives (including the provision of personal data to third parties (clients / partners) performing contractual obligations or part thereof) for the purpose of concluding and performing the Agreement and for the purpose of commercial communication with the Party.
- 13.3. To process Personal Data, the Parties shall only grant access to authorized personnel who have committed themselves to confidentiality. The Parties will regularly train personnel having access to Personal Data in applicable data security and data privacy measures.
- 13.4. The Parties undertake and guarantee that subjects of Personal Data have been duly notified about processing of Personal Data, including transfer of Personal Data under this Agreement.
- 13.5. The Parties shall undertake all necessary technical and organisational measures to protect Personal Data from accidental or unlawful actions that could lead to destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data, and having assessed the nature of Personal Data and potential risks, shall ensure an appropriate level of security.
- 13.6. The Parties undertake and guarantee that Personal Data obtained by other Party shall remain confidential, accurate, correct and secure and shall not be disclosed to any third persons, except for cases where this is required by applicable law or the Agreement.
- 13.7. The Parties shall only process Personal Data for the purposes set out in Clause 13.2 hereof.
- 13.8. The Parties acknowledge that, where applicable, in respect of Personal Data, the Client may be the controller and the Supplier may be a processor acting on behalf of the Client. In such case the Supplier and the Client shall enter into a Data processing agreement for this purpose (Appendix 1 to Conditions) and the Supplier shall process Personal Data only in accordance with the Data processing agreement unless required to do so by law.
- 13.9. On termination or expiry of the Agreement, the Supplier shall delete or, at the choice of the Client, return to the Client all Personal Data and copies thereof that it has within its power, ownership or control (except where otherwise required by law to retain such copies).

#### **14. General**

- 14.1. The Agreement and each Order is personal to the Supplier and the Supplier may not assign, sub-contract or otherwise delegate any of its rights or obligations under the Agreement or any Order to any third party without the Client's prior written consent. The Client may assign, sub-contract or otherwise delegate any of its rights or obligations under the Agreement or any Order to any third party.
- 14.2. The Agreement shall be modified or amended only by written agreement by both Parties; however, the Client may modify the Terms unilaterally posting a new version of the Terms on his website in advance, at least 30 (thirty) days before the entry into force of the modified Terms. As regards the specific Order, in that case the version of the Terms which was valid at the time of concluding the Order shall apply.
- 14.3. No waiver by the Client of any breach of the Agreement by the Supplier shall be binding unless confirmed in writing by an authorised representative of the Client or an authorised agent on behalf of the Client nor shall it be considered as a waiver of any subsequent breach of the same or any other provision.
- 14.4. If any provision of these Terms or the Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms or the Agreement and the remainder of the provision in question shall not be affected.
- 14.5. None of the provisions of the Agreement are for the benefit of or may be enforced by any third party, except company of Girteka Logistics group.
- 14.6. The Supplier will perform its obligations under the Agreement as an independent contractor and in no way will the Supplier or its employees be considered employees, agents, partners, fiduciaries, or joint venturers of the Client. The Supplier and its employees will have no authority to represent the Client or its affiliates or bind the Client or its affiliates in any way, and neither Supplier nor its employees will hold themselves out as having authority to act for the Client or its affiliates.



- 14.7. During the term of the Agreement and for a period of 6 (six) months thereafter, Supplier, whether individually, in conjunction with others, or as an agent, employer, partner, representative, affiliate, or in any other capacity on behalf of any person or entity, shall not (i) solicit any employee or contractor-individual of the other party or its affiliate to become an employee or contractor to such party or any other person; and (ii) recommend or suggest to any other person that it so solicits, employs, hires or engages any such employee or contractor-individual. In the case of violation Client agrees to pay the Client a penalty in the amount equivalent to 20 000 (twenty thousand) Euro for each case.
- 14.8. The Supplier shall ensure that, in the performance of the Agreement, the Supplier, as well as the Supplier's employees and persons appointed / controlled / hired / engaged by the Supplier, strictly comply with the obligations set out in the Supplier Code of Conduct of Girteka Logistics group (the Supplier Code of Conduct of Girteka Logistics group is available online at: <https://www.girteka.eu/wp-content/uploads/Supplier-Code-of-Conduct.pdf>). Breach of this clause shall be deemed a material breach of the Agreement which shall entitle the Client to terminate the Agreement unilaterally with immediate effect and without penalty; and the Supplier shall indemnify the Client against all direct and indirect losses incurred as a result of the Supplier's violation of the Supplier Code of Conduct of Girteka Logistics group. The Client shall have the right to inspect / audit, or have third parties inspect / audit, the Supplier's compliance with the obligations under the Supplier Code of Conduct of Girteka Logistics group at any time, in which case the Supplier shall enable the Client or the third party appointed by the Client to carry out the inspection / audit and provide any documentary evidence requested by the Client or the third party appointed by the Client to confirm the Supplier's compliance with the obligations under the Supplier Code of Conduct of Girteka Logistics group. If, during the inspection / audit, the Client or a third party engaged by the Client identifies any facts of inadequate compliance on the part of the Supplier with its obligations under the Supplier Code of Conduct of Girteka Logistics group, the Supplier shall reimburse the Client for the costs incurred in performing the inspection / audit, including the amount of the fee paid or payable by the Client to the third party for inspection / audit services.
- 14.9. By concluding the Agreement the Supplier confirms that it and its shareholder(-s), and ultimate beneficial owner(-s) are not included into consolidated list of persons, groups and entities subject to European Union sanctions ([http://eeas.europa.eu/cfsp/sanctions/consol-list/index\\_en.htm](http://eeas.europa.eu/cfsp/sanctions/consol-list/index_en.htm)), USA sanctions, OFAC list. The Supplier is obliged to immediately inform the Client in writing regarding the sanctions applied to him in the future after the conclusion of the Agreement no later than within 3 (three) days after to the entry into force of these sanctions. In the event the Supplier provides inaccurate information, hides the fact of the application of sanctions or does not provide the specified information for any reason, these circumstances will be considered a material violation of the Agreement and shall be ground for the Client to unilaterally terminate the Agreement immediately. The Parties agree that the Client cannot and will not be liable under any circumstances, and under no circumstances the Clients assumes any risks of violation of the sanctions' regimes of the European Union and the United States through the fault of the Supplier and / or its shareholder(-s), and / or the fault of its ultimate beneficiary owner(-s). In the event the Client has an obligation to make payment to the Supplier in accordance with the Agreement, due to a tort, law or on other basis provided for by legal acts, a non-fulfilment or improper fulfilment of such an obligation, due to the application of the sanctions specified in this paragraph to the Supplier, is not considered as a violation of Client's contractual obligations or the obligations provided by legal acts.
- 14.10. Notwithstanding any other provisions, the Client's rights under the Agreement are in addition to (not in place of) all statutory rights implied in favour of the Client.
- 14.11. The Agreement shall be governed by the laws of the country, where the Client is registered, and the Supplier agrees to submit to the exclusive jurisdiction of the competent courts of the country, where the Client is registered.