

Contract / Order on Cargo Transportation
No. GP/KAUN/07848

Date: 2024-02-20

Loading

Company
MEG Wörth am Rhein GmbH
Address
Am Oberwald 15
City
Wörth am Rhein
76744
Country
DE
Customs clearance

Contact person

Cargo loading date
2024-02-20

Unloading

Company
Lidl
Address
Hildesheim Baurat-Köhler-Straße31
City
Hildesheim
31135
Country
DE
Customs clearance

Contact person

Cargo unloading date
2024-02-21

Details

Cargo data
General goods
Weight: 24000 kg.
Transpot type / Transport number
WPR 5712T/DWR3353R
Comments

The Carrier hereby undertakes to timely deliver a transport vehicle at the site of loading, accept the cargo, organize its proper preparation for transportation and loading, deliver the entrusted cargo to the place of consignment and transfer it to a person entitled to receive it (receiver) in accordance with the conditions hereof, and **the Customer** hereby undertakes to pay for the cargo transportation as provided for in the Contract-Order. Cargoes are delivered in accordance with the Convention on the Contract for the International Carriage of Goods by Road (CMR).

Customer: **Gustė Palta viciūtė**

Carrier:



Contract's conditions:

1. Obligations of parties
 - 1.1 The Customer hereby undertakes:
 - 1.1.1 To deliver the said cargo, the required documentation, also any additional information related to cargo transportation that may be required by the Carrier at the site of loading in due time.
 - 1.1.2 To notify the Carrier no later than 24 hours prior to the loading (unloading) date about any changes of date, place or any other conditions of loading that may of any significant importance. If due to the changed circumstances there is no possibility to ensure proper cargo delivery, the Customer may withdraw the Order and the loading no later than 24 hours prior to the agreed time of cargo loading.
 - 1.1.3 To ensure that loading/unloading, including processing of transportation documents and customs procedures (where Customer or his agents are liable for carrying out of such procedures), is carried out within 24 hrs./24 hrs. Time allocated for loading/unloading of cargoes going to or from CIS countries, and tax procedures is 48 hrs./72 hrs. respectively.
 - 1.1.4 After the Carrier duly delivers cargo transportation services, to settle with the Carrier for the rendered transportation services by paying the Carrier's invoice as prescribed herein. Cargo transportation price stipulated in the Contract-Order is fixed and final. Any additional costs of the Carrier emerged not due to the Customer's fault (road fees, ferry, bridge, tunnel duties and fees, expenses related to any additional national guarantees' receipt, and etc.), shall not be compensated to the Carrier. Additional costs of the Carrier may be paid with the consent of the Carrier.
 - 1.1.5 Price of transportation amounting to **500.00 EUR + 0% 13 str. 2 d. VAT** and shall be paid by a bank transfer within **60** days upon the receipt of original CMR bills of lading and the invoice. Bank transfers are processed on Fridays. Please specify the order's number in the invoice. **CMR copies must be sent by e-mail within 2 days from unloading: invoicing.kaunas@breitto.com. If the copies of the POD not provided within the agreed time, the Carrier shall be obligated to pay 35 euros penalty. The originals of the invoice and the CMR bills of lading shall be sent no later than within 30 days from the unloading.** If the originals of the CMR bills of lading and the invoice are not provided within the agreed time, the Carrier shall be obligated to pay a penalty in amount of 10 % of freight amount, and the Customer shall be entitled to suspend performance of cross obligations of payment for transportation until he is provided with the originals of the VAT invoice and the CMR bills of lading or it emerges that the Customer's client has no complaints against the performed transportation. Please send invoices and CMR bills of lading at the following address: **NEW address: Drobės str. 62, 4th floor, LT-45181 Kaunas**. The parties agree that if the Client receives information about stated violations of this agreement from a sender/receiver of the goods (especially taking into consideration cases when a partial or total loss, damage of the goods is ascertained, or the delivery of the goods is being delayed), the Client is empowered to keep payment for the provided service of transportation of the goods without a separate written notice, until damage origin circumstances and reasons, loss amount is fully revealed. In case a dispute on a carrier's responsibility or loss amount occurs between the Parties, payment for the provided service of transportation of the goods without a separate written notice can be stopped until the final solution of the dispute between the Parties (including dispute resolution in a court) is achieved.
 - 1.2 The Carrier undertakes:
 - 1.2.1 To deliver an insured and technically sound transport vehicle (appropriate for transportation of the said cargo in consideration of normative acts and technical regulations of the countries transited by the cargo) at the specified address with all necessary documents, permits, load fastening (12 technically sound fastening belts are required) and safety elements, and a valid CMR insurance (driver must have a copy of the insurance certificate). If necessary, the Carrier shall make provisions for and have travel permits for cargo transportation to/from third countries (bilateral ETMK (CEMT) permit or trilateral TIR permit). Delivery of technically unsound transport vehicles unsuitable for transportation of the specified cargo or not accompanied by the necessary documents shall be deemed non-delivery of a transport vehicle.
 - 1.2.2 To inspect cargo package and supervise over its preparation for transportation at the site of loading, organize and ensure proper cargo loading, i.e. the Carrier ensures that the cargo is duly loaded into the transport vehicle, properly placed and fastened (that in consideration of normal risks existing in the road transport, within the whole transportation period cargo safety and stability are ensured, and acceptable axial loading, dimensions of the transport vehicle, and etc. are not exceeded). If the cargo is packed, loaded, placed or fastened in an improper manner, acceptable load of the transport vehicle is exceeded or the load is improperly allocated between the axes of the transport vehicle, cargo placement dimensions are exceeded, also if cargo preparation for transportation is presumably improper due to other reasons and during the transportation the risk of damage or loss of cargo emerges, the Carrier shall be obligated to immediately inform the Customer to this effect in writing, specifying claim for defects' elimination. If the defects may not be eliminated, a remark about that shall be made in the bill of lading or the Carrier may refuse to transport the cargo.
 - 1.2.3 To ensure that all accompanying documents are taken from the actual sender, verify the documents, calculate the amount of cargo, the number of places (inspecting that the actual amount, labelling and numbering meet the cargo amount specified in the documents, and the weight does not exceed the acceptable limits), site of unloading, inspect condition of cargo and package (as for damages of cargo or package). If any inconsistencies of amount, labelling or numbering, changes in the condition of cargo or package emerge, the Carrier shall be obligated to immediately inform the Customer to this effect in writing. If the defects may not be eliminated, the specified circumstances shall be written down in the CMR bill of lading in a language understandable by the actual sender (briefly specifying motivated remarks - inconsistencies, defects, their scale, nature, also circumstances of their establishment).
 - 1.2.4 To fill in a CMR waybill or to ascertain that the data mentioned in CMR corresponds to the data mentioned in this Agreement-booking order; taking into consideration that the goods are to be transported to the third countries (non-member of the European Union states), if there is a necessity, a carrier has to mention an intermediary unloading place in a CMR waybill, specified in this Agreement-booking order, and/or to ascertain that an intermediary CMR waybill for the transportation route as per this Agreement-booking order is issued, or to ascertain that transportation of the goods is fulfilled according to the ECMT (CEMT) permit.
 - 1.2.5 To organize proper tax clearance and undergoing of tax procedures. Non-submission of export declarations is subject to penalty in amount of 21 % from the freight amount.
 - 1.2.6 For cargo safety purposes, to schedule travel route, time of departure, time of arrival, time and places of rest stops (rest sites). Not to leave the cargo unattended during the transportation, stop for rest at 24/7 secured, fenced and video monitored areas.

Customer: **Gustė Palta** 

Carrier: _____

- 1.2.7 Not to assign cargo transportation to other carriers with no prior written consent of the Customer; not to reload cargo into another transport vehicle; not to transport cargoes of other senders on the same transport vehicle, save for when the Carrier informs the Customer as of making the Contract-Order in writing that the cargo will be transported as a consolidated load; to get a written consent of the Customer (by e-mail or fax), if other than road transport vehicles (e.g. sea transport, ferry services, railroad transport) are planned to be used during the cargo transportation.
- 1.2.8 Immediately but no later than on the same day to inform the Customer about any obstacles emerged in the course of transportation. Upon the receipt of inquiries about the location of the transport vehicle or the cargo, the Carrier shall be obligated to provide the Customer with the exact data to this effect within 1 hour. At the Customer's request, the Carrier shall be obligated to provide data about the driver and his/her phone number.
- 1.2.9 To deliver undamaged cargo at the address specified in the Order in due time, transfer the cargo to a person entitled to receive it (recipient). For cargo transfer purposes, the transfer-acceptance of the cargo shall be executed in the CMR bill of lading which shall be sealed by the company's seal (requisite stamp) and signed by a responsible person (specifying his name and surname). If any deficiencies in quantities or quality of the cargo are established, the Customer shall be immediately informed to this effect in writing (by fax or other data final devices), and take all immediate measures to establish the scope of damage, its nature and building mechanism. The Customer shall be immediately provided with documents (copies thereof) proving such facts, explanation note of the driver, conclusions of experts-surveyors, other documents in confirmation of the reasons of damage or loss of cargo.
- 1.2.10 The cargo shall be transported both by road and other transport vehicles according to the appraised value of the cargo, which is established according to the accompanying cargo documents.

2. Liability of Parties

- 2.1 If the Customer does not properly (as provided for in sub-article 1.1.2. of Contract-Order) inform the Carrier about the withdrawal of Order and loading and the Carrier delivers a transport vehicle at the site of loading, the Customer shall pay to the Carrier a penalty in amount of 10 % from the agreed price of transportation (freight).
- 2.2 For transport vehicle down-time due to delay of supply/unloading of cargo, delay by reason of tax procedures undergoing (where the Customer is responsible for undergoing of such procedures), also submission and processing of documents necessary for cargo transportation, i.e. in case of breach of obligations stipulated in sub-article 1.1.3. of the Contract-Order, the Customer shall be obligated to pay to the Carrier a penalty in amount of EUR 100.00 for each passed day (24 h) of down-time (save for non-working days and state holidays). Down-time is not subject to payment if there is no down-time sheet provided. The down-time is paid up if it emerges due to the fault of the Customer. If the transport vehicle arrives later than 10.00 AM in local time, down-time starts from the following working day.
- 2.3 Upon receipt of the cargo from the Customer, the Carrier shall be liable for any damage incurred due to full or partial loss or damage of the cargo, not timely rendered transportation services, loss or illegal use of cargo accompanying documents, also non-observance of instructions of the cargo administrator or conditions hereof, and compensate the Customer for all losses incurred in this regard, provided that there are no circumstances relieving the Carrier from the responsibility.
- 2.4 If after the confirmation of the Order or less than 24 (twenty-four) hours prior to the time of unloading specified in the Contract, the Carrier does not inform the Customer about his inability to deliver a link of transport vehicles necessary for Contract-Order implementation purposes at the place of loading or is late to deliver the link of transport vehicles at the place of loading for more than 12 (twelve) hours, or refuses to fulfil the Order having informed about this more than 24 (twenty-four) hours prior to the loading but not having specified any reasonable excuses for refuse to fulfil the Order, also if transport vehicles delivered at the site of loading do not meet the conditions of the Contract-Order (see sub-article 1.2.1.), the Customer shall be entitled to think that the Order was not fulfilled due to the fault of the Carrier and demand that the Carrier pay a penalty in amount of 10 (ten) % from the cargo transportation price specified in the Order for non-delivery of transport-vehicles necessary for Order implementation purposes, but in any case not less than 300 EUR. The Client also has the right to claim compensation for all losses incurred by the Client, to the extent that they are not covered by the paid liquidated damages (including compensating the price difference when, due to the canceled/undone Order, the Client enters into a substitute agreement for the transportation of the actual cargo with another service provider, as well as other expenses and losses (e.g., additional warehousing costs incurred due to cargo storage delays; payment of liquidated damages to the warehouse service provider for canceling the pre-agreed cargo loading time; late delivery of cargo to the destination, etc.).
- 2.5 The Carrier shall pay a penalty in amount of EUR 100.00 for each day of lateness to the site of loading or unloading as a compensation for down-time of warehouses of the actual sender / actual receiver of the cargo.
- 2.6 If the Carrier does not provide the required data about the location of the transport vehicle and/or cargo, contacts of the driver, the Carrier at the request of the Customer shall pay a one-time penalty in amount of EUR 100.00.
- 2.7 If the Carrier breaches obligations stipulated in sub-article 1.2.6. of the Contract-Order, the Carrier shall pay to the Customer a penalty in amount of EUR 500.00.
- 2.8 The driver is prohibited to be in the state of intoxication from alcohol or drugs, or toxic substances, use alcohol, narcotic or toxic substances at the site of loading/unloading and during the whole time of the travel. Upon breaching of the obligation stipulated herein, the Carrier shall pay to the Customer a penalty in amount of EUR 1 500.00.
- 2.9 The Carrier shall take special safety measures in order to ensure that no unauthorized persons or products removed from or limited in the stream of commerce, also things which may not be legally transported without additional declaring of such items at customs are transported together with the cargo without a prior written consent of the Customer. If case of violation of this obligation, the Carrier undertakes to pay to the Customer a penalty in amount of EUR 1 500.00. If the losses of the Customer (including penalties specified herein) exceed contractual penalties, the Carrier undertakes to compensate the Customer for all of the incurred losses.

Customer: **Gustė Palta** **vicinė**

Carrier: _____



- 2.10 Given that for the purposes of making and/or fulfilling of this Contract, the Carrier becomes aware of the disclosed confidential information about the client (-s) of the Customer, including contacts of his/their representation (-s), routes of cargo delivery to the clients (customers) of the Customer, streams of and demand for transportation services of the Customer, principles and conditions of the Customer, the Carrier hereby undertakes to observe confidentiality and non-competition obligations as to the clients of the Customer and related persons – actual senders / their agents, receivers / their agents or forwarding agents, i.e. for one year from the cargo transportation not to contact (with a view to directly making a transportation contract) the clients of the Customer or related persons, which he became aware of in the process of cargo transportation. The Carrier who violated the non-competition and confidentiality obligation shall compensate the Customer for the losses by paying the amount of EUR 1 500.00, which shall be deemed pre-agreed minimum reasonable and inevitable losses of the Customer. If the losses of the Customer (including non-derived income due to unfair competition acts of the Carrier) exceed the minimum amount of losses agreed by the Parties, the Carrier shall compensate the Customer for these losses. The non-competition obligation is not applied, if the Carrier is able to reason by documents (contracts on transportation and bills of lading, proving the transportations) that within the period of one year from the effective date of the contract on transportation made with the Customer, he directly rendered transportation services to the specified persons.
- 2.11 The Parties hereby undertake not to disclose any conditions hereof and any information constituting commercial value and related with the performance hereof and/or volume of the obligations of the Parties to any third parties, also not to illegally take advantage of such information without a written consent of another Party. The confidentiality obligations do not apply to information which: i) is disclosed to a third party with prior written consent of another party; ii) is disclosed in compliance with a legal court or public authority order; iii) disclosure is necessary for the purposes of fulfilment of the obligations of the Parties.
- 2.12 It is presumed that the Carrier breaches the confidentiality and non-competition obligations, if effects of confidential information disclosure are established, i.e. if the Carrier tries to contact the clients of the Customer or specified related persons with a view to making a transportation agreement directly (e.g. if clients or business partners of the customer provide data that during the validity period of the non-competition and confidentiality obligations, the Carrier offered them direct cooperation and rendition of transportation services), or if competition was established (e.g. if during the validity period of the non-competition and confidentiality obligations, clients or business partners of the Customer start directly working with the Carrier).
- 3 Other Conditions
- 3.1 In accordance with the Contract-Order, the Carrier is not entitled to suspend performance of his obligations (including application of cargo detention). In case of any ambiguities on any stage of cargo delivery the Carrier shall be guided by the instructions given by the Customer. If the instructions or the provided information are inaccurate, the Carrier shall be obligated to claim for detailing of information and/or instructions necessary for contract implementation purposes.
- 3.2 Contract-Order may be amended only by mutual agreement of the parties. Contract-order is deemed made under conditions laid down herein even if the Carrier does not send a confirmation for the Contract-Order but actually starts fulfilling the contract on cargo transportation.
- 3.3 Any disputes related to this Contract-Order are subject to negotiations. If the parties fail to come up to an agreement – these disputes are subject to the courts of the Republic of Lithuania in accordance with the Convention on the Contract for the International Carriage of Goods by Road (CMR) and the legislation of the Republic of Lithuania. Place of court – Vilnius District Court of Vilnius Regional Court – shall be established depending on the amount of the dispute.

Customer

Customer	Company code
UAB Breitto	302531668
Address	VAT No.
Šilutės pl. 49, LT-94105, Klaipėda	LT100005553417
Phone	Mobile
+37065556165	
Email	Proxy
guste.paltanaviciute@breitto.com	Gustė Paltanavičiūtė

Carrier

Carrier	Company code
GmbH Fuerst Transporte	
Address	VAT No.
Kurze Str. 2, 31832, Springe	DE310961055
Phone	Mobile
+491736760325	
Email	Proxy

Customer: **Gustė Paltanavičiūtė**

Carrier: _____

