



1. GENERAL PROVISIONS

- 1.1. These Consignment Carriage Rules (hereinafter – **Rules**) set out the procedure for providing services by UAB Venipak Lietuva (hereinafter – **VENIPAK**), requirements for the preparation of a consignment and placing an order for services, and other standard obligations of Customers, limitation of services and liability (disclaimers). The updated version of the Rules is available on the VENIPAK website at <https://www.venipak.lt/en/terms-of-delivery/>. These Rules also determine the cases of liability of employees and agents of UAB Venipak Lietuva (parties which provide services on behalf of VENIPAK), their liability, limitation of their liability to certain fixed amounts, and cases where employees or agents of UAB Venipak Lietuva shall not be liable for the loss, shortage, damage or late delivery of the consignment. Instructions provided in the “Important information” section of the VENIPAK website entitled “Packaging Guidelines”, “Labelling Guidelines” and “Information for the Recipient”, and all without exception VENIPAK Services Information provided on the VENIPAK website at www.venipak.lt supplement the content of the Rules and are an inseparable part thereof.
- 1.2. Prior to signing the Contract, Customers must familiarise themselves with all the Rules listed above by confirming it in writing; they must comply with the Rules when preparing consignments, placing orders, and in carrying out all actions in connection to the Contract or to the placement of an order. Any subsequent amendments to the VENIPAK Contract and Rules shall be carried out and recorded according to the procedure laid down in Paragraphs 14.1–14.6 of the Rules and provisions of the Contract between the Customer and VENIPAK.
- 1.3. The Rules supplement and provide further details regarding the conditions of the Contract signed between the Customer and VENIPAK (hereinafter jointly – **Parties**). If there is a conflict between the Rules and the Contract, the provisions of the Contract shall prevail.
- 1.4. These Rules shall apply to carriage of every consignment using UAB Venipak Lietuva services. Prior to placing an order for specific services, the Customer must personally familiarise with the description of the specific services, their content and details of rendering of the services, which are available on the VENIPAK website. If there are any uncertainties regarding the content of the services, the Customer must seek advice from VENIPAK. By signing the Contract with VENIPAK, the Customer confirms that it has fully familiarised itself with the descriptions of the services provided by VENIPAK and that they are comprehensible and clear to the Customer.
- 1.5. The Customer undertakes to ensure that the Recipients would familiarise themselves with the rights and obligations of the Recipient specified in the “Information for the Recipient”.
- 1.6. All provisions and guarantees provided in the Contracts, Rules and VENIPAK Services Information shall apply regardless of whether the actual carriage is performed by the representatives (agents) of VENIPAK and other parties which have concluded the Contract for Carriage of Consignments and Cargo with VENIPAK or by VENIPAK or its employees.
- 1.7. The main documents which govern postal services in Lithuania are [the Postal Law of the Republic of Lithuania](#) and [the Rules for Provision of Postal Services approved by the Communications Regulatory Authority of the Republic of Lithuania](#).

- 1.8. For international carriage, the Parties agree to apply the Universal Postal Union Convention by the type of carriage:
- (a) Carriage by road – 1956 Convention on the Contract for the International Carriage of Goods by Road (CMR);
 - (b) Carriage by sea – (i) Bill of Lading rules; (ii) International Convention for the Unification of Certain Rules of Law relating to Bills of Lading (“Hague Rules”) and Protocol Signature of 25 August 1924; (iii) Protocol of 23 February 1968 amending the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading (“Visby Rules”); (iv) Protocol (SDR Protocol) of 21 December 1979 amending the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading of 25 August 1924 (“The Hague Rules”), as amended by the Protocol of 23 February 1968 (“Visby Rules”);
 - (c) Carriage by air – (i) Rules of the International Air Transport Association (IATA) set out in the airway bill (AWB); (ii) *Convention of 28 May 1999 for the Unification of Certain Rules for International Carriage by Air*;
 - (d) Carriage by rail – *Agreement on International Goods Transport by Rail (SMGS) of 1 November 1951, completely revised on 1 July 2015*.

Provisions of all the aforementioned international legal acts shall apply as they are applicable on the day of signing the Contract (relevant versions). Amendments to all the aforementioned international legal acts shall automatically become part of the Contract on the day when they take effect and shall be applied to future relationships between the Parties. All the aforementioned provisions shall apply to the cases not governed in the Contract and the Rules.

2. DEFINITIONS

- 2.1. VENIPAK – UAB Venipak Lietuva (company Reg. No. 300906055, registered address S. Žukausko Str. 49, Vilnius), a company which provides postal and other services in the Republic of Lithuania and abroad.
- 2.2. Postal services – collection (acceptance), sorting, carriage and delivery of consignments.
- 2.3. VENIPAK Services Information – all written information published on the VENIPAK website, including, but not limited to written information about the types of VENIPAK services, conditions for and procedure of providing the services, terms and rates.
- 2.4. Person – any private individual or legal entity, company, corporation or another legal unit, government or public undertaking, public agency or a joint venture, association or partnership (general or limited), irrespective of whether it is incorporated or not and whether its owners have limited or unlimited liability, and also any other legal entity.
- 2.5. Package – one unit (envelope, box, tube, pallet, etc.) of properly packaged and labelled items with a unique number (barcode). Proper packaging is perceived solely as provided for by the Rules and its Annexes, and the guidelines for proper packaging on the VENIPAK website at <https://www.venipak.lt/en/adequate-packaging/>, <https://www.venipak.lt/en/adequate-labelling/> also see Annex _).

Venipak signature _____
Customer signature _____



- 2.6. Consignment – one or more packages sent by the Sender to the Recipient and described in the accompanying paper/electronic document (manifest). The term “Cargo” used in the Rules and the Contract shall be understood as the synonym for “Consignment”.
- 2.7. International consignment – one or more packages sent by one Sender to one Recipient to/from the European Union or a foreign country and described in the accompanying paper/electronic document (manifest).
- 2.8. Service of combining consignments – consignments collected from a few Senders and combined in a single consignment at the Recipient’s terminal, where the delivery is to a single Recipient.
- 2.9. Non-standard packaging – packaging in which at least one of the dimensions (length, width, height or weight) does not comply with the size ranges specified in the Rules.
- 2.10. Pallet – a device for carriage and storage of consignments, the sizes of which are specified in Paragraph 3.1 of the Rules.
- 2.11. Multi-load pallet – a pallet which contains more than one consignment and which must be opened at the first VENIPAK terminal.
- 2.12. Single load pallet – a pallet which contains a consignment for a single Recipient.
- 2.13. Customer (consignor) – a person who uses VENIPAK services and who has signed the Contract for Carriage of Consignments and Cargo or a person who uses VENIPAK for a single carriage order. For the purpose of these Rules and the Contract, the Customer is a legal entity or a private individual who hands over a properly prepared consignment to be delivered to the Recipient. The document for collection of the consignment is equivalent to the Contract.
- 2.14. Recipient (consignee) – a private individual or a legal entity specified on the packaging of the consignment and in the document (manifest) accompanying the consignment as the person/entity entitled to receive the consignment.
- 2.15. Document (manifest) accompanying the consignment – a paper/electronic document (manifest) accompanying the consignment and issued by VENIPAK or the Customer confirming the Contract for Carriage of Consignments and Cargo.
- 2.16. Delivery note – a paper/electronic document of VENIPAK signed by the Recipient and confirming the delivery of the consignment and provision of additional services.
- 2.17. Collection note – a document of a fixed format, which is provided for signing at the moment when the Courier collects the consignment from the Customer and which confirms the Contract for Carriage of Consignments and Cargo and has a unique consignment number (barcode).
- 2.18. Cash on delivery (hereinafter – C.O.D.) – cash for the consignment, collected and/or received from the Recipient at the time of the delivery of the consignment
- 2.19. Entering the data of the consignment manually – entering the data of the consignment to the VENIPAK ON-LINE system.
- 2.20. Signing – signing a paper/electronic document on a touch screen display and/or using other means of signing.
- 2.21. Signature – a unique form of identification of a person on a paper/electronic document.
- 2.22. Procedure “UNAVAILABLE” – a situation during the performance of contractual obligations where the delivery of the consignment is postponed until the next business day, if upon the arrival at the given address the Recipient cannot accept the consignment (e.g. the recipient is not available at the given address, is on holiday, is ill, stock taking is in progress, etc.). In the event of the “UNAVAILABLE” procedure, three delivery attempts are made.
- 2.23. Procedure “RETURNED” – a situation during the performance of contractual obligations where the consignment is not delivered to the Recipient and is returned to the Customer. The “RETURNED” procedure is performed if at the time of the delivery the Recipient refuses to accept the consignment or the Customer requests in writing to start the “RETURNED” procedure before the first delivery attempt or after three delivery attempts during which the “UNAVAILABLE” procedure is performed.
- 2.24. Procedure “FORWARDED” – a situation during the performance of contractual obligations where the consignment is forwarded to another Recipient/address and is delivered the next business day. The “FORWARDED” procedure is performed where the Courier arrives to collect the consignment, but it appears that the Customer has specified incorrect name and/or address of the Recipient, delivery date and/or time or the Recipient/Customer request to deliver the consignment to another address/Recipient.
- 2.25. Courier – a person who works for or represents VENIPAK, collects the Customer’s consignments and delivers them to the Recipient.
- 2.26. In writing – means the way of transmitting a message where the information is passed in writing directly to VENIPAK or the Customer, sent by post, email or by means of facsimile.
- 2.27. Contract – the Contract for Carriage of Consignments and Cargo, including its annexes, amendments, and supplements concluded between VENIPAK and the Customer.
- 2.28. Heavy vehicles – vehicles for transportation of goods with the gross vehicle mass exceeding 12 tonnes.
- 2.29. Business day – any calendar day of the year which is an official business day in the country where the consignment is dispatched, in transit or delivered.
- 2.30. Prohibited articles – precious metals, precious stones, weapons, drugs and substances or products which, due to their chemical or physical properties may pose risks to human health, the environment or property and are included in the list of dangerous goods by the United Nations Committee of Experts; also any items, goods and materials transportation (import, export, carriage) of which is prohibited according to the law of at least one of the countries through the territory of which carriage is performed; and also any items determined and prohibited by VENIPAK.
- 2.31. Failed order – a situation where the Courier arrives to collect the consignment(s) from the Customer, but the Customer fails to provide the consignment or the Customer is not present or it is not possible to collect the consignment(s) or the Customer has specified inaccurate information and quantitative and qualitative specifications of the consignment, as a result of which VENIPAK incurs costs.
- 2.32. Volumetric weight – the weight of the consignment, for which charge is calculated by the amount of space the consignment occupies in a vehicle. Depending on the physical characteristics

Venipak signature _____
 Customer signature _____



of the consignment volumetric weight is measured in cubic meters (hereinafter – m³) or loading meters (hereinafter – LDM).

2.33. VENIPAK system for placing consignment carriage orders (hereinafter – VENIPAK ON-LINE) – the Customer has individual access to the VENIPAK ON-LINE system through VENIPAK website. The Customer can place an order and track the consignment in real-time in the system; the system contains history of VAT invoices, orders and all other without exception written information specified and stored on VENIPAK ON-LINE and is related with the performance under the Contract. All information on VENIPAK ON-LINE is an inseparable part of the performance of contractual obligations by the Customer and VENIPAK.

2.34. VENIPAK website – VENIPAK website at www.venipak.it.

3. WEIGHT AND SIZE LIMITS FOR PACKAGES

3.1. Maximum dimensions and weights (standard weights and sizes of consignments which the Customer must comply with are specified in yellow boxes below; standard charges specified in the Pricelist in Annex 1 to the Contract apply for standard weights and sizes. In order to pay a standard rate for the consignment, the consignment must comply with standard weights and sizes. If any measurement is non-standard, a surcharge will apply according to the provisions of the Contract and the Rules):

		Standard	Standard with surcharge*	Non-standard on special order*	
PACKAGES	Package weight	< 30 kg	x		
		30 kg - 70 kg		x	
		> 70 kg		x	
	Consignment weight	< 2000 kg	x		
		> 2000 kg			x
	Dimensions	< 120 cm	x		
		120 cm - 200 cm		x	
		> 200 cm			x
	Package size (width+height)x2 + length	< 300 cm	x		
		300 cm - 600 cm		x	
> 600 cm				x	
PALLETS	Pallet weight	< 700 kg	x		
		700 kg - 1000 kg		x	
		> 1000 kg			x
	Pallet dimensions	120 cm x 80 cm; 80 cm x 60 cm	x		
		100 cm x120 cm; 120 cm x120 cm		x	
		>120 cm x 120 cm			x
		< 180 cm	x		
	Pallet height	180 cm - 200 cm		x	
> 200 cm				x	

Venipak signature _____

Customer signature _____



* If at least one of the measurements or weighs in the above yellow boxes "x" is exceeded, consignments will be accepted for delivery only on the basis of a separate agreement with the Customer, provided it is possible to transport them. A surcharge specified in the Contract applies for the delivery of such consignments. Guidance regarding timing of delivery specified in the Contract shall apply plus 2 (two) business days. If at least one of the measurements of the package (weight, volume, length, width, height) is non-standard and VENIPAK has not given its consent to deliver such consignment, VENIPAK shall have the right to refuse unilaterally to deliver any such consignment and shall return the consignment to the Customer for an additional charge.

** The conditions for placing and executing a special order are defined in the order confirmation scheme. VENIPAK shall have the right to refuse unilaterally to accept any such order and to execute it. If VENIPAK has given its consent, it shall have the right to deliver the consignment when it has a possibility to transport it. A surcharge specified in the Contract applies for the delivery of such consignments. In the case of such order VENIPAK shall have the right to carry out other actions specified in the Contract and/or Rules. Guidance regarding timing of delivery shall apply plus 2 (two) business days. If at least one of the measurements of the package (weight, volume, length, width, height) is non-standard and VENIPAK has not given its consent to deliver such consignment, VENIPAK shall have the right to refuse unilaterally to deliver any such consignment and shall return the consignment to the Customer for an additional charge.

4. PACKAGING OF GOODS AND VALUABLES

- 4.1. The Customer must comply with the requirements laid down by VENIPAK (Annex _ of the Contract) and package consignments in the way that articles or goods would be protected against damage or breakage during loading, sorting, carrying and storing and would not cause danger to people, the environment, vehicles, and other packages and it would not be possible to access the content of the package without damaging the package itself. In case of improper packaging or where packaging does not protect the consignment from damage, the Customer shall be liable for any loss incurred thereof.
- 4.2. The Customer shall ensure that the packaging of the consignment would be appropriate, suitable for carrying the consignment and would fully protect it against all objective carriage risks (sway, vibration, moisture, transshipment, etc.), otherwise the full risk of damage or loss of the consignment shall be borne by the Customer.
- 4.3. Packaging guidelines are provided in the VENIPAK Services Information at www.venipak.lt and in Annex _ to the Contract.

5. LABELLING OF PACKAGES

- 5.1. Each individual package must be labelled by attaching VENIPAK stickers with a barcode and the details of the Customer and the Recipient to the facial part of the package in the manner shown in Annex _ to the Contract and in the VENIPAK Services Information written material.
- 5.2. Unless otherwise agreed in the Contract with the Customer, the Customer must use special VENIPAK stickers and tapes for

marking the relevant services and/or ancillary services. Stickers must be attached to packages so that they would be clearly visible, the tape must be affixed to all sides of packaging. This requirement shall not apply in international carriage.

- 5.3. VENIPAK shall not be liable for the shortage of goods or damage to the goods if they have been packaged and labelled without complying with the requirements of the Rules and if at the time of delivery of the consignment the Recipient has not made a note in the accompanying document (manifesto) about the damaged packaging or shortage of packages.
 - 5.4. Labelling guidelines are provided in the VENIPAK Services Information on the VENIPAK website and in Annex _ to the Contract.
- #### 6. PLACING AN ORDER
- 6.1. Orders must be placed only via the VENIPAK ON-LINE system. An order may be placed by telephone, but a surcharge specified in Annex 1 to the Contract applies to such orders.
 - 6.2. Before placing an order the Customer must have the packages of the consignment ready and also prepare the documents using the Venipak ON LINE system.
 - 6.3. If the Customer does not have a contract with VENIPAK, the order for the delivery of consignments will be accepted only after the receipt of advance payment.
 - 6.4. Terms for placing an order:

Consignment	Cities where the services are provided	Order time	
	Orders (Packages)	Cities: Vilnius, Kaunas, Klaipėda, Šiauliai, Panevėžys, Alytus, Telšiai, Marijampolė, Tauragė, Utena, Riga, Daugavpils, Liepaja, Valmiera, Tallinn, Pärnu, Tartu	Business days 8.00 –17.00, 2-hour time slot for executing the order`
Remaining locations		Business days 8.00 –17.00, 2-hour time slot for executing the order`	Same day delivery order must be placed by 9.00
Orders (Pallets)	Cities: Vilnius, Kaunas, Klaipėda, Šiauliai, Panevėžys, Alytus, Riga, Daugavpils, Liepaja, Valmiera	Business days 18.00 –22.00, 2-hour time slot for executing the order`	Same day delivery order must be placed by 15.00
	Remaining locations	Business days 8.00 –17.00, 2-hour time slot for executing the order`	Same day delivery order must be placed by 12.00
	Cities: Vilnius, Kaunas, Klaipėda, Šiauliai, Panevėžys, Alytus, Riga, Daugavpils, Liepaja, Valmiera	Business days 18.00 –22.00, 2-hour time slot for executing the order`	Same day delivery order must be placed by 9.00
			Same day delivery order must be placed by 12.00

Venipak signature _____

Customer signature _____



* VENIPAK collects the consignment(s) on business days 8.00–17.00. When the Customer indicates the time slot for pick-up, the slot must be at least 2 hours (e.g. 14.00–16.00) between 8.00 and 17.00.

** VENIPAK collects the consignment(s) on business days 18.00–22.00. When the Customer indicates the time slot for pick-up, the slot must be at least 2 hours (e.g. 18.00–20.00) between 18.00 and 22.00. A surcharge specified in the Contract applies for such orders.

- 6.5. The Customer must provide all conditions to VENIPAK to execute the order by 17.00. The Customer may not require that the consignment(s) would be collected at some time earlier than 17.00. By placing an order the Customer must ensure the time slot of at least 2 hours for collection (e.g. if the Customer wishes that the consignment would be collected on a specific day by 17.00, it must specify that the consignment(s) on that day may be collected between 15.00–17.00).
- 6.6. If the order provides inaccurate information and quantitative and qualitative specifications of the consignment as a result of which VENIPAK incurs additional costs (e.g. the order specifies a heavy consignment for which VENIPAK uses a heavy vehicle, but the Customer hands over light weight consignments, so no heavy vehicles are required), the Customer must pay all additional costs incurred by VENIPAK thereof according to the Pricelist specified in Annex 1 to the Contract.

7. COLLECTION OF THE CUSTOMER'S CONSIGNMENT

- 7.1. The Customer shall handover the consignment to the Courier prepared according to the requirements of the Rules, Contract, its Annexes and VENIPAK Services Information and shall print an accompanying document (manifest) from the VENIPAK ON LINE system (e-version).
- 7.2. The Customer must provide detailed instructions for the carriage of the consignment by VENIPAK specifying the quantitative and qualitative conditions required for the consignment (e.g. order heavy goods vehicle for a heavy consignment); must include together with the accompanying document (manifest) or the consignment note all the required documents and provide comprehensive information to VENIPAK regarding the properties of the consignment, its carriage conditions, and other information required for customs clearance and carriage. VENIPAK does not have to verify accuracy of these documents and information. At the Customer's request, customs procedures can be performed by its selected partner, a company which offers customs brokerage services. If the Customer does not provide any such carriage instructions or information required for VENIPAK, VENIPAK shall have the right to organise carriage at its own discretion by taking into account conditions necessary for safe carriage and other circumstances required for proper execution of the Customer's order. The Customer must compensate any loss, penalties, charges and other costs incurred by VENIPAK due to Customer's failure to provide these documents and information or due to incomplete or inaccurate documents and information. VENIPAK shall have the right to claim or recover any such costs against the Customer prior to the delivery of the consignment to the Recipient. Any losses incurred by the Customer due to failure to provide information shall not be compensated. VENIPAK shall not be liable if the customs procedures take longer due to

Customer's failure to provide proper documentation of the consignment or if customs procedures become more complex or due to other objective factors which are beyond the control of VENIPAK.

- 7.3. The courier shall collect consignments for carriage by signing the accompanying document (manifest), a copy of which shall remain with the Customer. The consignment shall be deemed to be accepted for carriage, when the courier accepts it and signs the accompanying document (manifest).
- 7.4. The courier shall have the right not to accept non-standard packages, packages that have been prepared and labelled without complying with the requirements of these Rules, and packages that may contain prohibited items. If the courier collects such packages, VENIPAK shall not compensate any loss incurred by the Customer thereof, and shall be entitled to make claims against the Customer for any damage incurred by VENIPAK, third parties and/or their property.
- 7.5. An employee of VENIPAK responsible for collection of consignments from the Customer shall have the right not to accept the non-standard package at VENIPAK terminal (warehouse) if its dimensions and weight do not comply with the size ranges specified in the Rules. An employee of VENIPAK responsible for collection of the Customer's consignments at VENIPAK terminal (warehouse) shall alternatively have the right to repackage the consignment and to open non-standard package if its dimensions and weight do not comply with the size ranges specified in the Rules. The Customer understands and realizes that when performing contractual obligations VENIPAK courier may at the time of collection of the consignment from the Customer all through to its delivery to VENIPAK terminal (warehouse) not be able to objectively assess the dimensions and weight of the packaging and its compliance with other requirements provided for in the Rules and the VENIPAK Services Information. Therefore when at the VENIPAK terminal (warehouse) the consignment is measured and weighed and it appears that the package fails to comply with the requirements for dimensions and weight of the packaging provided for in the Rules, VENIPAK shall have the right to apply a surcharge according to the procedure provided for in the Contract. Any damage caused to the valuables during repackaging shall not be compensated to the Customer.
- 7.6. The courier shall have the right not to wait longer than 10 minutes to collect the consignment and this does not include the loading time of the consignment.
- 7.7. The courier shall load consignments to the vehicle if the weight of packaging does not exceed 30 kg.
- 7.8. If the weight of the package exceeds 30 kg or its volume is 1.5 m³, it must be packaged on a pallet or in a container which could be handled using the standard mechanical handling equipment (electric forklift or manual hydraulic stackers).
- 7.9. If the weight of the consignment exceeds 30 kg and loading operations are required, a surcharge shall apply according to the procedure provided for in the Contract and its Annexes. The Customer must arrange loading of the consignment if handling equipment is required for loading. At the time of the arrival of the courier the Customer must have its equipment ready and must ensure safe loading.

Venipak signature _____
Customer signature _____



- 7.10. The Customer shall hand over the consignment in the containers or packaging which, unless targeted physical actions are applied to damage them, would ensure no access to the content of the package and would provide all the required actual conditions to preserve the consignment during carriage, i.e. loading, sorting, transporting and storing, would not cause danger to people, the environment, vehicles, and other packages and would fully protect the consignment against all objective carriage risks (sway, vibration, moisture, transshipment, stacking, etc.).
- 7.11. The Customer understands and agrees that other packages would be stacked on its package and shall have no claims thereof. In view of this, in addition to other obligations of the Customer, it undertakes to package so as to ensure that consignments are safe even being stacked on top of each other.
- 7.12. No later than 1 (one) day prior to the handover of the consignment, the Customer must agree with VENIPAK in a separate written covenant separate conditions and carriage price where the consignment is in excess of 2000 kg, the packages/pallets are larger than 1.2 m width, 0.8 m length and/or 1.7 m height or weigh in excess of 1000 kg or the value of the consignment is higher than that indicated in Paragraph 13.2 of the Rules.

8. DELIVERY OF THE CONSIGNMENT TO THE RECIPIENT

- 8.1. The courier shall have the right not to wait for the collection of the consignment for more than 10 min.
- 8.2. VENIPAK undertakes to carry the package which does not exceed 30 kg to the place indicated by the Recipient. If the weight of the package exceeds that specified above, a surcharge shall apply according to the rates specified in Annex 1 to the Contract.
- 8.3. When the consignment is delivered to the Recipient, the person accepting the consignment must clearly specify his first name, surname, delivery time and sign in the accompanying document (manifest). If the document (manifest) accompanying the consignment is in an electronic form, the courier shall have the right to enter the said information about the accepting person and ask the person to sign for it legibly.
- 8.4. The consignment shall be deemed to be delivered where the Recipient or its representative accepts the consignment and signs for it in the accompanying document (manifest).
- 8.5. The Customer is responsible for ensuring that the Recipient would accept the consignment in accordance with the procedure, conditions and terms specified in the Contract. During acceptance, the Recipient must inspect the packaging of the consignment in the presence of the courier. If there is any damage to the packaging, the Recipient must specify this in the manifest. VENIPAK shall assume no responsibility for any damage to the consignment or part thereof if during the acceptance of the consignment the damage is not recorded in the manifest.
- 8.6. In the event of objective factual circumstances which impede the delivery of the consignment (e.g. during the delivery there are no technical possibilities to unload the consignment, the Recipient is unavailable or refuses to accept the consignment, the Recipient or any other legally bound person refuses to pay the amounts specified in the accompanying document [manifest], consignment note and/or other documents and payable to VENIPAK under the Contract), VENIPAK must seek further direct Customer's instructions. The Customer must compensate all costs related to the receipt and execution of instructions by VENIPAK; to this end VENIPAK shall provide the documents supporting the amount of these costs separately.
- 8.7. If the Customer does not provide the instructions referred to in Paragraph 8.6, VENIPAK shall have the right to return the consignment to the Customer at the Customer's expense or unload it and transfer to storage. In this case, carriage is considered completed and all outstanding amounts due by the Customer and the obligation to reimburse all costs incurred by VENIPAK against the documents supporting these costs shall remain valid.
- 8.8. If the Recipient refuses to accept the consignment or if no Recipient is located at the specified address, the Courier shall contact the Customer and record one of the following at the advice of the Customer: "UNAVAILABLE", "RETURNED", "FORWARDED". Payment for the procedures "UNAVAILABLE", "RETURNED", "FORWARDED" is made according to the procedure specified in the Contract. If it is impossible to contact the Customer, the "UNAVAILABLE" procedure is automatically recorded.
- 8.9. Consignments addressed to the person's place of work, educational institution, hostel, location of military service, hospital, sanatorium, camp or a place of imprisonment shall be delivered to the administration or its designated persons. The Recipient is deemed to be suitable if it is specified by the Customer in the VENIPAK ON-LINE system, it is also a suitable addressee in the consignment note, other documents and/or notifications provided by the Customer in other documents, and also any another person able to accept and hand the consignment over to the Recipient, e.g. a person who works or lives in the same premises as the Recipient, neighbours and other individuals who can be found at the address specified by the Customer. If the identification data (address, first name and surname) of the Recipient provided by the Customer specify different individuals, the Recipient specified on VENIPAK ON-LINE shall be given priority.
- 8.10. Consignments addressed to a legal entity shall be delivered against signature to the person indicated on the package or a member of the administration of the legal entity.
- 8.11. The Recipient must unload consignments where special handling equipment must be used. Having received information from VENIPAK, the Customer has an obligation to notify the Recipient in advance within the reasonable period of time about the delivery of consignments for unloading of which handling equipment will be required.
- 8.12. If the Recipient has accepted the consignment not addressed to him, the Recipient and the Customer shall have the obligation to notify VENIPAK thereof and to return the consignment at his own expense, otherwise the Customer shall be fully financially liable for the fact that the Recipient has accepted the consignment not addressed to him and VENIPAK shall become entitled to set off the required amount against the Customer or require direct compensation of losses within 3 days after making a claim.

Venipak signature _____

Customer signature _____



9. PROCEDURE FOR RETURNING MULTI-LOAD PALLETS

- 9.1. If it is necessary to return empty multi-load pallets to the Customer, "Return of Pallets" is supplemented as an annex to the Contract.
- 9.2. Empty pallets shall be returned to the Customer only after the Customer fulfils all the required instructions by VENIPAK. The Customer must complete and provide to the courier the Transfer and Acceptance Deed of Pallets (Annex _ to the Contract) for signing, then scan it and email to archive@venipak.com. The Customer must provide this information by sending deeds for a period of 3 months.
- 9.3. Pallets shall be returned with an additional Annex _ to the Contract and the depreciation percentage discussed in writing. Disposable pallets measuring 1200x800x123 mm, weight: 11.5 kg, loaded weight: 500 kg, shall not be returned.
- 9.4. Single load pallets shall not be returned. Accounting of these pallets shall be carried out by the Customer and the Recipient.
- 9.5. VENIPAK shall have the right to return all pallets at once or in stages. VENIPAK shall also have the right to suspend the return of pallets if the Customer is in arrears.

10. VENIPAK DOES NOT CARRY THE FOLLOWING ITEMS:

- 10.1. Prohibited items – items and materials or products, which because of their chemical and physical properties may pose risks to human health, the environment or property and are included in the list of dangerous goods by the United Nations Committee of Experts; also any items, goods and materials transportation (import, export, carriage) of which is prohibited according to the law of at least one of the countries through the territory of which carriage is performed, including:
 - High-value items (jewellery, works of art, antiques, precious metals, precious stones), cash, tickets, scriptural money, lottery tickets, bank cards, securities, shares, bills of exchange and other documents (including, but not limited to personal identification documents, diplomas) and items, which in the event of damage cannot be restored and/or replaced with the equivalent items.
 - Arms and parts thereof, ammunition, explosives and explosives.
 - Narcotic and psychotropic substances and their precursors, with the exception of medicines containing analogous properties.
 - Live animals and plants.
 - Perishable food and non-food products.
 - Money, securities, precious metals and stones, antiques.
 - Toxic or corrosive substances.
 - Printed, audio, video or electronically saved material prohibited by laws.
 - Human remains or parts of the body.
 - Items that require special temperature, air humidity or other conditions.
 - Items for import, export or carriage of which special permits or exceptional conditions are required.

- Objects which by virtue of their characteristics may damage other consignments, human health or the environment.
- 10.2. VENIPAK shall not be liable for the damage and/or loss of the consignments for carriage listed below:
 - a) glassware, vases, laboratory equipment and other fragile items;
 - b) prescription medicines, in the event of damage and/or loss whereof the Customer shall cover the costs of their disposal;
 - c) food and food products, regardless of their packaging. The Customer undertakes to compensate all costs of eliminating the consequences if the products deteriorate or damage the consignments of third parties.

In all of the above cases the Customer must compensate all damage incurred by VENIPAK, if the Customer's consignment damages other VENIPAK consignments, property or otherwise prejudices VENIPAK interests. VENIPAK shall be liable with respect to the Customer only if the damage is caused by VENIPAK intentionally or through gross negligence.

- 10.3. Given specific characteristics of the carried items, the Customer must personally undertake special safety measures when packing the following consignments for carriage:
 - a) furniture, which is usually of non-standard sizes and packaging protects such items poorly, as a result consignments of third parties can be easily damaged.
 - b) paint carried in other than the original packaging – in buckets without additional protection, as a result they can be easily damaged and damage consignments of third parties and/or VENIPAK property.
 - c) building materials packed in their original paper packages or other packaging which protects such items poorly, as a result consignments of third parties can be easily damaged.
 - d) goods for automobiles (equipment, parts) and chemical products for automobiles (lubricants), carried in other than their original packaging – their components (e.g. sulphuric acid) are hazardous, therefore without sufficiently protective packaging can be easily damaged and damage consignments of third parties and/or VENIPAK property.
 - e) white goods of large size (e.g. refrigerators, freezers, washing machines, dish washers and televisions), which are usually of high value and packaging protects such items poorly, often of non-standard size, therefore can be easily damaged and damage consignments of third parties.

In all of the above cases the Customer must compensate all damage incurred by VENIPAK, if the Customer's consignment damages other VENIPAK consignments, property or otherwise prejudices VENIPAK interests. If the Customer takes no additional and special measures to protect the above consignments with secure packaging, VENIPAK shall not be liable for the loss or damage of such consignments. During the entire term of the Contract, the Customer agrees to support with written or visual evidence any additional and special measures it has taken to ensure protection of the consignments discussed in this paragraph. If the Customer fails to provide any such written or visual evidence regarding protection of the consignments prior to their carriage together with its claim, VENIPAK shall not be liable for the loss and/or damage to the consignment. If the Customer

Venipak signature _____
 Customer signature _____



submits written or visual evidence attesting to the Customer's actions to ensure special packaging and protection of the items discussed in this paragraph, VENIPAK shall only be liable if the damage is caused by VENIPAK intentionally or through gross negligence.

- 10.4. The Customer undertakes to ensure and guarantee that the consignment would contain no other items than those specified in the documents submitted by the Customer or prohibited items. The Customer understands and accepts that if it orders intentionally or through negligence carriage of prohibited items, hands them over or in any way causes their handover for carriage, it shall be fully liable for the consequences and undertakes to compensate all loss incurred by VENIPAK in connection with the fines and penalties of competent authorities or any other losses incurred as a result of carriage of such items. If it occurs that the consignment (or part thereof) handed over for carriage contains prohibited items, VENIPAK refuses to collect and carry any such consignment (or part thereof). If this fact transpires later, carriage of the consignment (or part thereof) is suspended.
- 10.5. The Customer undertakes to refrain from handing over dangerous goods for carriage by road (ADR). The group of consignments with hazardous goods in this case includes the consignments the carriage or storage of which may cause diseases, poisoning, burns of people and animals, fire, explosion, damage to other consignments, buildings and equipment and pollution of the environment. Such hazardous goods are explosive substances and articles (e.g. black powder), gas (e.g. aerosols), flammable liquids (e.g. petrol), flammable solid substances (e.g. sulfur), spontaneously flammable materials (e.g. activated charcoal), materials which in contact with water emit flammable gases (e.g. zinc powder), oxidising substances (e.g. potassium permanganate), organic peroxides (e.g. acetyl acetone peroxide), toxic substances (e.g. pesticides), infectious substances (e.g. vaccines), radioactive materials (e.g. uranium), corrosive materials (e.g. sulfuric acid), and various dangerous substances and products (e.g. dry ice).
- 10.6. VENIPAK assumes no liability for collecting the consignments containing the items specified in this section of the Rules. VENIPAK shall have the right to suspend carriage at any stage and to inspect the contents of the packaging, if it has a suspicion that the consignment contains prohibited items, which could endanger human health or damage other consignment or which are prohibited from being brought to the territory of other countries. In this case VENIPAK shall take all the necessary safety measures. The Customer must fully compensate any loss or costs incurred by VENIPAK thereof regardless of the country in which they were incurred.
- 10.7. If the Customer has any doubts as to the composition of any item and the possibility of its carriage by VENIPAK, it must contact VENIPAK using the contract details specified in the Contract and clarify regarding carriage of the consignment containing the item.

11. INTERNATIONAL CARRIAGE

- 11.1. In the case of international carriage, in addition to the general rules provided for in these Rules, Contract and its Annexes, and VENIPAK Services Information, additional provisions for international carriage specified in this section of the Rules shall apply.

- 11.2. In the case of international carriage, if VENIPAK vehicle is not loaded/unloaded at the place of loading/unloading at the agreed time through no fault of VENIPAK, the Customer shall pay a penalty to VENIPAK in the amount specified in Annex 1 to the Contract for each day and shall fully compensate any loss thereof.
- 11.3. If carriage is performed within the European Union, VENIPAK shall hold no permits required for carriage of consignments to third countries. In this case the Customer undertakes to prepare documents which would specify that the Recipient and the place of unloading is the European Union. If the Customer prepares documents otherwise and as a result VENIPAK incurs losses (e.g. the vehicle is detained or penalties are imposed), the Customer undertakes to fully compensate the losses incurred by VENIPAK within 7 days from the receipt of a written claim.
- 11.4. If carriage is performed in third countries, the Customer shall authorise VENIPAK to carry out all customs procedures related to the performance under the Contract and shall undertake to compensate all costs incurred by VENIPAK in connection to such authorisation. At the Customer's request, customs procedures may be performed by its selected partner, a company which offers customs brokerage services.

12. SERVICES AND PRICES

- 12.1. VENIPAK provides consignment carriage services. Consignments are delivered within the terms set out in the Contract. Additional services are provided only in the regions designated by VENIPAK. A detailed list of services by is available on the VENIPAK website at www.venipak.it.
- 12.2. Other services, provided they are described in the Contract for Carriage of Consignments and Cargo:
- Loading works on the site of the Customer/Recipient;
 - "Four hands service" (unloading and carrying the consignment to the door using two people – for consignments which include packages of up to 80 kg (cities where the service is available are listed on the VENIPAK ON-LINE system). Packages over 80 kg must be loaded on pallets which then are handled with special handling equipment.
 - Accompanying document return service where the document is returned with the Recipient's signature;
 - Accompanying document return service where the document is returned after the verification of the identification details (passport or ID card) of the Recipient;
 - Return of a copy of the Recipient's passport or ID card;
 - Provision of the proof-of-delivery (P.O.D.) document;
 - Review of the proof-of-delivery (P.O.D.) document online;
 - Delivery on Saturdays available in the cities listed in the Contract;
 - Delivery before 12.00 available in the cities listed in the Contract;
 - C .O.D. service (cash collection from the Recipient using cash receipts);
 - Return of pallets;
 - Storage and preparation of orders services (3PL).

Venipak signature _____

Customer signature _____



- 12.3. Prices for the services are agreed with the Customers separately and are described in the Contract.
- 12.4. Prices for non-contractual Customers are agreed on an individual basis by telephone 8 700 55221 or email: helpdesk.lt@venipak.com. Prices for non-contractual Customers are provided on the fast.venipak.com internet system, after obtaining details of the Customer, Recipient and the consignment (weight or volume, collection address, delivery address, contact phones of the Customer and Recipient). All issues are discussed on an individual basis by telephone 8 700 55221 or email: helpdesk.lt@venipak.com.

13. LIABILITY, COMPLAINT AND REDRESS PROCEDURE

- 13.1. If VENIPAK fails to deliver a consignment to the Recipient intentionally or due to gross negligence within the term agreed in writing between VENIPAK and the Customer and imperatively or generally delivers the consignment, where carriage is performed in Lithuania, later than specified in the guidance regarding timing of delivery provided in Annex 1 to the Contract, at the Customer's request, VENIPAK must exempt the Customer from delivery and/or return costs for the consignments delivered with delay. If through the fault of VENIPAK (i.e. intent or gross negligence) a penalty is levied against the Customer for late delivery, VENIPAK undertakes to reimburse the Customer's penalties of up to EUR 300 (inclusive) only for one consignment or order. Maximum monthly amount of reimbursements by VENIPAK is EUR 900.
- 13.2. Where the consignment, the value of which is under EUR 500 (inclusive), is damaged or lost or its value decreases through the fault of VENIPAK (i.e. intent or gross negligence), VENIPAK shall compensate the damage in full, but not exceeding the cost of the specific consignment, except for the cases provided for in the Rules and the Contract. Indirect losses, including loss of revenue or profit, and non-pecuniary damage, including deterioration of business reputation, will not be compensated. If there is damage only to the non-original packaging of the consignment, packaging loss will not be compensated.
- 13.3. If the value of the consignment is more than EUR 500 or in other cases suggested by VENIPAK, the Customer may acquire additional insurance for the consignment as per the rates specified on VENIPAK ON-LINE. If no additional insurance of the consignment is selected, standard carrier liability shall apply depending on the type of carriage – (i) for any loss or damage to international consignments – in accordance with the provisions of the Universal Postal Union Convention and the postal mail and package regulations, however the compensation shall not exceed 40 SDR per package and 4.50 SDR per kilo of a package (the exchange rate of the SDR to the dollar is announced by the IMF. The sum of the compensation in the euro is determined according to the official exchange rate of the US dollar to the euro set by the Bank of Lithuania on the date of the dispatch of the package); (ii) for any loss or damage to national consignments – according to the 1956 Convention on the Contract for the International Carriage of Goods by Road (CMR); (iii) for any loss or damage to national and international consignments – according to the rules of the International Air Transport Association (IATA) set out in the airway bill (AWB); *Convention of 28 May 1999 for the Unification of Certain Rules for International Carriage by Air*; (iv) for any loss or damage to international consignments – according to the Bill of Lading

rules; International Convention for the Unification of Certain Rules of Law relating to Bills of Lading ("Hague Rules") and Protocol Signature of 25 August 1924; Protocol of 23 February 1968 amending the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading ("Visby Rules"); Protocol (SDR Protocol) of 21 December 1979 amending the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading of 25 August 1924 ("The Hague Rules"), as amended by the Protocol of 23 February 1968 ("Visby Rules"); (v) for any loss or damage to international and national consignments – *Agreement on International Goods Transport by Rail (SMGS) of 1 November 1951*, completely revised on 1 July 2015.

- 13.4. Where the damage (under the Customer's claim) is up to EUR 15 inclusive, the damage shall not be compensated and the Customer shall waive any compensation claims of such amounts.
- 13.5. VENIPAK shall not be liable:
- 13.5.1. For the shortage of/damage to the goods, if they were packaged and labelled without complying with the requirements of the Rules and if at the time of delivery of the consignment the Recipient has not made a note in the accompanying document (manifesto) about the damaged packaging or shortage of packages;
- 13.5.2. For the shortage of packages which occurs when the consignments from the Customer are collected at the VENIPAK terminal, if due to their quantity and seeking their fast and safe transfer the packages are not transferred to VENIPAK one by one, but are loaded on pallets and the Customer does not have video evidence to prove that the missing package has been loaded to the vehicle. The Customer understands that VENIPAK courier collecting a large quantity of packages stacked on pallets is physically unable to verify their quantities, therefore the signature of VENIPAK courier on the accompanying document (manifesto) cannot be considered to be proof in court that VENIPAK accepted all packages listed in the document (manifesto) accompanying the consignment;
- 13.5.3. For the consignment seized by public authorities;
- 13.5.4. For the force majeure circumstances arising during the delivery of the consignment as a result of which the consignment is lost, items are missing or damaged, it cannot be established what has happened to the consignment, because the documents which can serve as evidence have been destroyed and the fault of VENIPAK cannot be proved otherwise. The force majeure circumstances shall be deemed to be the circumstances specified in Article 6.212 of the Civil Code of the Republic of Lithuania and in the Rules for Exemption from Liability in Case of the Force Majeure Circumstances approved by Resolution No. 840 of 15 July 1996 of the Government of the Republic of Lithuania;
- 13.5.5. For the damage arising from natural characteristics of the items (goods) as a result of which they are fully or partially lost or damaged: broken, rusty, crumbled, broken, crushed;
- 13.5.6. If the Recipient accepts the consignment and signs for it. From the moment of acceptance of the consignment, all risk of accidental loss or damage of the items (goods) shall pass to the Recipient;
- 13.5.7. In case of any loss or damage, if the consignment or part thereof is lost or damaged, delivered with delay or fails to be delivered due to the circumstances which are beyond the control of VENIPAK, such as:

Venipak signature _____
Customer signature _____



VENIPAK

CONSIGNMENT CARRIAGE RULES

- the content of the consignment consists of the items specified in Section 10 and not carried by VENIPAK;
 - characteristics of the consignment, typical shortcomings and defects;
 - Customer’s instructions, failure to fulfil obligations or to fulfil them properly, other actions (omissions);
 - the Recipient’s actions (omissions);
 - actions (omissions) of the persons not related to VENIPAK;
 - other circumstances laid down in legal acts of the Republic of Lithuania and international agreements;
 - in the event of loss or damage of the consignments packaged and sealed by the Customer, if during carriage the seal or protective adhesive tape are not damaged and the package is intact;
 - in the event of the loss of the data stored on carried magnetic, electronic media;
 - and other cases provided for in the Contact, its Annexes, Rules and VENIPAK Information.
- 13.6. The Customer is fully liable if the service is ordered by one entity, but the consignment is actually sent by another entity.
- 13.7. If the Customer discloses identification data provided to it by VENIPAK to access the VENIPAK ON-LINE system to another entity, the Customer shall assume full responsibility, resulting from actions or omission of another entity using the Customer’s identification data.
- 13.8. In the case of failure to provide the consignment for picking up or cancellation of the order in progress, the Customer agrees to pay a penalty to VENIPAK as per the rates specified in Annex 1 to the Contract. The Customer’s costs incurred due to cancelled carriage shall not be compensated.
- 13.9. The Customer agrees that if the Contract and the Rules are breached through the Customer’s fault, VENIPAK will automatically be entitled to set off the Customer’s amounts at the disposal of VENIPAK or any amounts claimed against the Customer.
- 13.10. If the Customer has any claim regarding the damage of the consignment, it must be submitted to VENIPAK in writing not later than within 10 (yen) business days from the date of receipt of the consignment; if the claim is regarding the loss of the consignment – within 10 (ten) business days from the date of dispatch of the consignment; and if the claim is regarding failure to comply with the terms for collection or delivery – within 10 (ten) business days

from submitting the order. If no claim is made within the time specified above, it is considered that the consignment has been duly delivered and the order has been executed in a quality manner.

- 13.11. VENIPAK must examine the Customer’s claim regarding any loss or damage of the consignments or packages or failure to comply with the terms of delivery and to provide a written reply within a reasonable time, but not later than within 20 (twenty) business days after the receipt of the written claim and all the relevant documents.
- 13.12. In the case of the claim concerning international carriage, examination of the claim may take up to 6 months after its submission.
- 13.13. VENIPAK agrees to compensate the damage to the Customer within 10 (ten) calendar days after the day of the written reply to the claim, unless otherwise agreed with the Customer. Documents required to make a claim and procedure for examining provided on the VENIPAK website.

14. AMENDING OF THE RULES

- 14.1. The latest version of the Rules is available on the VENIPAK website.
- 14.2. VENIPAK shall update the Rules as appropriate, because as result of improvement of the quality of services, VENIPAK upgrades consignment collection, sorting, distribution, and transportation technology, offers new services, and extends geography of deliveries.
- 14.3. If the legal acts specified in the Rules are amended, new provisions of legal acts shall apply directly.
- 14.4. The latest version of VENIPAK Rules, information about new services, valid VENIPAK pricelist and other information is available on the VENIPAK website, but the Customer may also be notified about it by e-mail and/or via VENIPAK ON-LINE.
- 14.5. VENIPAK shall have the right to amend the Contract, its Annexes, Rules, and VENIPAK Services Information unilaterally. The Customer is notified about these amendments according to the procedure set out in the Contract.
- 14.6. In exceptional cases set out in the Contract, exclusive individual amendments to the Rules and their Appendices, general rules of the VENIPAK Services Information may be made and the Parties agree on any such amendments in writing in the Contract.

POSITION, FIRST NAME, SURNAME, AND SIGNATURE OF THE AUTHORISED REPRESENTATIVE OF VENIPAK

POSITION, FIRST NAME, SURNAME, AND SIGNATURE OF THE AUTHORISED REPRESENTATIVE OF THE CUSTOMER

Venipak signature _____
 Customer signature _____