

AS VALMIERAS STIKLA ŠĶIEDRA

General Conditions for Carriage of Goods

DEFINITIONS

Carrier – a person that carries, undertakes to ensure carriage or arranges carriage of Consignments, or renders services related to such carriage to the Consignor.

Consignor – Joint Stock Company VALMIERAS STIKLA ŠĶIEDRA, registration no. 40003031676, registered address Cempu 13, Valmiera, LV-4201.

Consignee – a person specified by the Consignor to the Carrier under the special conditions of the Contract who or whose authorised representative is a consignment recipient in accordance with the Contract conditions; the Consignee and the Consignor may be one and the same person.

Contract – an agreement between the Consignor and the Carrier consisting of the Special Conditions of Carriage and the General Conditions of Carriage of Goods.

Consignment – an article or entirety of articles (products, goods, parcels, packaging, containers and other objects) registered for carriage and handed over to the Carrier.

Parties – the Consignor and the Carrier collectively.

Party – the Consignor and the Carrier individually.

CMR Convention – Convention on the Contract for the International Carriage of Goods by Road (CMR) signed on 19 May 1956 in Geneva.

General Conditions of Carriage of Goods – these conditions set out here and all and complete attachments referred to within these conditions.

Special Conditions of Carriage of Goods – specific information of any kind provided to the Carrier and necessary for the Consignment carriage, including the carriage charge set by the Carrier, provided it has been approved in writing by the Consignor, as well as information contained in the carriage order.

1. OBJECT OF CONTRACT

1.1. The Consignor assigns the Carrier, and the Carrier undertakes without delay after the first request made by the Consignor to carry the Consignment in accordance with the Contract, deliver the Consignment from the location specified by the Consignor to the destination specified by the Consignor and hand over the Consignment to the Consignee. The Consignor undertakes to pay the Consignment carriage charge set by the Carrier and approved in writing by the Consignor in accordance with the Special Conditions of Carriage of Goods and the invoice issued by the Carrier together with the CMR within the time stipulated in the Special Conditions of Carriage of Goods.

2. CONCLUSION OF CONTRACT

2.1. Within one business day after receiving the Special Conditions of Carriage from the Consignor, the Carrier shall confirm its readiness to undertake to carry the Consignment in accordance with the Contract. Such confirmation or any arrangement to begin or actual beginning of the Consignment carriage shall constitute acceptance of the Special Conditions of Carriage of Goods and the General Conditions of Carriage of Goods and as soon as the Consignor receives unconditional confirmation from the Carrier or the Carrier begins to perform its obligations under the Contract, the Contract shall be considered concluded and binding for the Parties and any successors of their rights, and the Parties undertake to ensure compliance of any persons involved in the performance of the Contract or any part thereof. If the Carrier intends to involve any third parties in the fulfilment of the Contract, the Carrier shall obtain prior written approval from the Consignor and the Carrier shall be fully liable for the Consignment carriage and any actions or omissions of third parties as his own under the Contract.

2.2. If the Contract is signed, the Carrier shall carry the Consignment as ordered by the Consignor in accordance with the Contract and statutory regulations, using TIR carnet, bills of lading or other Consignment accompanying documents required by the statutory regulations. The Parties shall agree on the type and format of the accompanying documents.

3. OBLIGATIONS AND RIGHTS OF THE CONSIGNOR

3.1. The Consignor shall:

3.1.1. In the Special Conditions of Carriage of Goods, specify for the Carrier the type, parameters and characteristics to be taken into account during the Consignment carriage and specify the uploading and unloading addresses, delivery time and location, and other significant conditions of the Consignment carriage

3.1.2. If the Consignment is to be transported from an address specified by the Consignor to a Consignee, prepare the Consignment for loading and ensure loading of the Consignment at the time specified in the order and approved to the Consignor, complying with any health and safety requirements. The Consignor does not have this obligation if the Consignment is delivered to the Consignor from a third party;

3.1.3. To submit or ensure the submission of all the documents required for the Consignment carriage to the Carrier;

3.1.4. Under the terms of the Contract, to pay the Consignment carriage price on the agreed date and in full, as well as to settle any and all costs arising in connection with secure carriage or storage of the Consignment, thereunder costs originating from custom formalities settlement, as far as the Carrier is capable of proving the amount of such costs by presenting according documents, and as far as such costs appear evenly and the Consignor has approved such costs;

3.1.5. To reply to any and all written or verbal questions or requests of the Carrier for information arising in the course of the Consignment carriage within a reasonable time;

3.1.6. If the Consignment was delivered in the agreed volume, without damages or shortages and under the terms of this Contract, but the Consignee refuses unloading of the Consignment, and the refusal of the Consignee cannot be associated with damage or shortcomings in the Consignment, or inappropriate delivery of the Consignment, and after receipt of the respective notice of the Carrier, to give immediate instructions about the return of the Consignment to the Consignor or transfer to another Consignee, and the Consignor shall settle such carriage costs of the Carrier due to the Contract.

3.2. The Consignor can:

3.2.1. Request Contract progress reports from the Carrier at any time;

3.2.2. Give the Carrier binding instructions related to the performance of the Contract or changes in the Contract performance conditions;

3.2.3. Suspend any payments to the Carrier until the Carrier, in the manner set out in the Contract, presents and provides a copy of a valid third-party liability insurance policy complying with the requirements of the Contract.

4. OBLIGATIONS AND RIGHTS OF THE CARRIER

4.1. The Carrier shall:

4.1.1. Carry or ensure carriage of the Consignment under the Contract and deliver the Consignment to the Consignee or the Consignor to the location and at the time specified by the Consignor in accordance with the accompanying documents of the Consignment;

4.1.2. If the Consignment has not been accepted by the Consignee, deliver it back to the Consignor or any other Consignee as instructed by the Consignor. If the Consignment has been duly delivered with partial damage or shortcomings in accordance with the Contract or has been delivered in full but in damaged condition and the Consignor's instruction to deliver back to the Consignor has been received, the full Consignment or damaged portion of the Consignment, regardless of the extent of the damage, the Carrier shall deliver the amount specified by the Consignor back to the Consignor at its own expense. If, in such event, the Carrier refuses to deliver it back to the Consignor at its own expense, the Carrier shall indemnify the Consignor against any costs or losses incurred by the Consignor in connection with contracting another carrier for return of the Consignment to the Consignor within 10 (ten) days of the receipt of the appropriate claim and invoice from the Consignor. The Consignor may withhold and offset this amount against any amounts payable to the Carrier by notifying the Carrier thereof. Such indemnifiable costs or damages shall not be limited to the Consignment carriage charge approved for the carriage which resulted in the delivery of the Consignment with damage or shortcomings. For the purposes of this paragraph, the Consignment or a part thereof shall be considered damaged, if any damage of the exterior packaging of the Consignment or a part thereof has been established;

4.1.3. Inspect the condition of the Consignment and without delay indicate any non-conformities at the time of the Consignment loading or handing over to the Consignee or the Consignor, and to place and secure the Consignment inside the vehicle to comply with the Consignor's instructions, road safety regulations and vehicle operation regulations and to ensure security of the Consignment for the duration of its carriage. The Carrier does not have the right to transfer the Cargo to another vehicle and/or move it in the same vehicle in which it was originally loaded, secured and accepted for transportation, after the Cargo has been loaded, secured and accepted for transportation, except the situations when this is directly, explicitly and clearly specified in the Carriage order;

4.1.4. Unless otherwise specified in the Special Conditions of Carriage of Goods of the Consignor, to choose the safest and the most appropriate carriage route for the Consignment;

4.1.5. Upon request of the Consignor, to provide written and verbal information about the progress of the Contract and the actual location of the Consignment;

4.1.6. To provide and request all the necessary information to achieve the purpose of the Contract and Consignment carriage under the Contract, including but not limited to, specifying the necessary details in the accompanying documents of the Consignment, notifying the Consignor immediately about any urgent and essential costs relating the Consignment carriage under the Contract, any potential delays in performance of the Contract, any obstacles to performance of the Contract, including but not limited to, any difficulties in the performance of the Contract caused by any circumstances beyond the Carrier's control, and checking and ensuring accurate and compliant documents related to the carriage, takeover and handover of the Consignment, and verifying the identity of the Consignee or a power of attorney, if an authorised person is acting on behalf of the Consignee;

4.1.7. Without delay, to submit to the Consignor bills of lading for the delivery of the Consignor's goods and all other documents related to Consignment carriage together with the invoices for the completed carriage;

4.1.8. Without delay and within 2 business days after signing Contract, to present and submit a copy of a valid third-party liability insurance policy of the Carrier complying with the Contract, considering that the Carrier complies with the regulations, conditions and limitations of the CMR Convention. The Carrier's liability is limited to EUR 200,000.00 (two hundred fifty thousand euros and no cents) for every single insurance event;

4.1.9. To participate in loading and unloading of the Consignor's Consignment, ensuring that during the carriage, considering the route and circumstances, and during the handover of the Consignment to the Consignor or to the Consignee, the Consignment is not damaged and its value is not reduced;

4.1.10. If, while unloading the Consignment, quality or external defects are identified in the Consignment or any part thereof, including damage to the Consignment packaging or a part thereof, the Carrier shall make a note in the CMR and immediately inform the Consignor;

4.1.11. Without the written consent of the Consignor, not acquire, store, publish or use in any other way and not transfer or make accessible to third persons directly or indirectly, any documents, images, informative materials or any information recorded in any other way related to the Consignor, which have become available to the Carrier, its employees or any

persons involved in the performance of the Contract insofar it is not required for the fulfilment of the obligations under Contract;

4.1.12. The Carrier shall ensure that the Carrier's employees and other persons involved in the carriage at the Consignor's site comply with all occupational safety requirements, including, but not limited to, no smoking, no consumption of alcohol or other intoxicating substances, treating the Consignor's employees and guests with respect and otherwise acting in a manner that would reasonably be expected. The Carrier shall ensure that all employees of the Carrier and other persons involved in the carriage comply with the following regulations:

- Being under the influence of alcohol or psychotropic substances at the Consignor's site is prohibited;
- Smoking is allowed only in specially designated places as indicated by the Consignor;
- Only the items required for the provision of the transportation services may be brought to the Consignor's site (in particular, no alcoholic beverages, psychotropic substances, explosives, weapons, flammable items or substances not required for the provision of the transportation services, any photo or video equipment, etc. may be brought to the site);
- Filming and/or photography using any device is prohibited at the Consignor's site (including, but not limited to, manufacturing workshops, warehouses, yards, etc.);
- Other restrictions set forth by the Consignor of which the Consignor has notified the Carrier.

4.2. The Carrier may:

4.2.1. Request any information and documents from the Consignor necessary for the fulfilment of this Contract;

4.2.2. Receive the Consignment carriage charge, and compensation for any costs arising during the Consignment carriage, insofar as the Carrier can prove the amount of such costs with the appropriate documents, the costs are reasonable and the Consignor has approved such costs.

5. LIABILITIES OF PARTIES

5.1. The Carrier is liable for full or partial loss of the Consignment and for any damages occurring after the Consignment has been accepted for the carriage and until handover of the Consignment and for any delayed delivery or any breach of other conditions of the Contract and the Carrier shall indemnify the Consignor for any losses incurred by the Consignor as result of such breaches. The Carrier shall indemnify the Consignor for these losses within 10 (ten) days of the receipt of the Consignor's respective written claim and invoice. The Consignor may withhold or offset this amount against any payments to be made to the Carrier by notifying the Carrier thereof. In any event, regardless of the type of Consignment, the Carrier's liability cannot be less than SDR 8.33 for every damaged or missing kilogram of the Consignment. If incorrect placing, packaging or securing of the Consignment may or has led to any damage of the Consignment and the Carrier carries on with the Consignment carriage, the Carrier shall be fully liable for any damage to the Consignment.

5.2. If the Carrier fails to perform any specific obligation under the Contract or comply with the Consignor's instructions, it shall be considered that the Carrier has committed such breach due to gross negligence or with malicious intent. It is not required to establish the Carrier's gross negligence or wrongful intent in order to determine the Carrier's liability.

5.3. The Carrier shall be fully liable for its employees and third parties it has employed during the carriage and other legal entities or individuals the Carrier has involved in the performance of the Contract and for their actions or omissions as his own.

5.4. The Consignor shall be liable for culpable or illegal actions which have caused any direct damages to the Carrier during the latter's performance of the Contract and the Consignor shall be liable for drawing up the accompanying documents of the Consignments and the accuracy of the provided data.

5.5. If the Consignor fails to pay the carriage charge approved under the Contract to the Carrier in due time, the Consignor shall pay the Carrier a penalty of 0.01% of the overdue amount for every delayed business day, but not exceeding 5% of the overdue amount.

5.6. If the Carrier fails to deliver the Consignment to the Consignee specified by the Consignor in due time, the Carrier shall pay the Consignor a penalty of 5 % of the Consignment carriage charge for every delayed day. Compensation for the losses and payment of the penalty shall not release the guilty Party (or either Party) from its obligations under the Contract. In addition to the penalty, if the Consignor proves that it has suffered losses due to the delay, the Carrier shall indemnify these losses and these are not limited to the Consignment carriage charge approved for the carriage in question.

5.7. The Carrier must inform the Consignor immediately, but at least 24 hours before the loading time, of any delay or failure to perform the Contract. If the Carrier fails to comply within the time limit, the Carrier shall pay a penalty of EUR 250.

5.8. Compensation for late delivery shall not apply if the Carrier has not been sent a written claim within six months of the day the Consignment was issued to the Carrier.

5.9. If, in connection with the relevant Consignment carriage performed by the Carrier, the Consignor has submitted an insurance claim and received compensation from the insurer, the Carrier shall compensate the Consignor for the deductible of EUR 500 for each event. The Carrier shall pay the Consignor this amount within 10 (ten) days of receipt of the Consignor's written claim and invoice to this effect. The Consignor may withhold or offset this amount against any payments to be made to the Carrier by notifying the Carrier thereof.

6. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

6.1. Conditions of the Contract shall be governed by statutory regulations of the Republic of Latvia and international laws binding for the Republic of Latvia. The CMR Convention conditions shall only apply to this Contract insofar as the matters are not covered by this Contract. If the Carrier includes a note in the bill of lading or any other document containing the special conditions of the Carriage that, regardless of any provision of the Contract, the Consignment carriage in question shall be carried out in accordance with the CMR Convention, such details shall not be considered included on behalf of the Consignor, unless the Carrier can prove otherwise; and in any event, the acceptance or arrangement to begin or actual beginning of the carriage by the Carrier shall constitute irrevocable acceptance of the Special Conditions of Carriage and the General Conditions of Carriage.

6.2. All claims related to this Contract in any event shall expire pursuant to the statute of limitations and conditions stipulated in Civil Law, i.e. within three years regardless of the merits of the claim and whether or not the claim has been filed in connection with malicious intent.

6.3. All disputes which arise from this Contract and related to its breach, termination or invalidity and which cannot be settled amicably within 30 days shall be settled in a court of the Republic of Latvia.

7. CONTRACT DURATION, AMENDMENTS, ADDITIONS AND TERMINATION

7.1. The Contract comes into effect when signed and remains valid until the fulfilment of the obligations of the Parties under this Contract.

7.2. The Contract can be terminated prematurely by a Party sending its Contract termination notification to the registered address of the other Party within 30 calendar days from the day when the notice was sent before the expiry of the Contract. The termination of this Contract does not release the Parties from their obligations undertaken before the termination of the Contract and fulfilment thereof or from any liability for default on the obligations under this Contract or undue fulfilment of their obligations before the termination of this Contract or from their obligation to indemnify for any losses resulting from the premature termination of this Contract.

7.3. This Contract becomes invalid tacitly on the date of declaration of insolvency proceedings for either Party.

7.4. This Contract may be amended, terminated or supplemented only by a mutual written agreement of the Parties, unless otherwise specified the Contract and set forth in special appendixes which become an integral part of this Contract.

8. FORCE MAJEURE

8.1. A Party shall not be liable for the consequences of defaulting on its obligations, such as delay in the performance of obligations, and shall be released from its obligations related to such a delay (payment of late interest or penalty for non-performance of its obligations in a timely manner and/or damages), if the Party can prove that this non-performance is related to force majeure conditions, such as Acts of God, pandemics, war, embargo and

- which have not been caused by the actions of the Party or a person under its control; and
- which the Party could not have foreseen at the time of entering into the Contract; and
- which not only hinder but make performance of the obligations impossible for the Party; and
- which cannot be avoided and whose consequences cannot be overcome;

when all of the aforementioned occurs.

8.2. The Party relying on force majeure for release from liability for the consequences of non-performance of its obligations shall notify the other Party of the occurrence of force majeure circumstances immediately, but within 5 (five) calendar days. If the Party fails to announce the occurrence of force majeure as set forth herein, it shall not be released from liability for the consequences of non-performance of its obligations.

8.3. Any release from liability for delay in the performance of obligations set out in paragraph 8.1 of these conditions and release from the Party's obligations related to such failure to perform obligations in a timely manner continue. If these circumstances last for more than 1 (one) calendar month, the Party affected by the non-performance of the other Party may unilaterally terminate the Contract out of court or the Parties may agree on other ways of performing the obligations or terminate the Contract if the performance of the obligations is no longer possible.

9. OTHER CONDITIONS

9.1. While performing the Contract, the Carrier does not acquire any property rights to the Consignor's Consignment. The Carrier does not have the right to use the Consignment, use the Consignment as collateral, use it as right of retention or alienate it, unless the Consignor has given direct, explicit and clear instructions to sell or encumber it with any other obligations.

9.2. If the Consignor suffers losses as a result of any actions of the Carrier, the Consignor shall have the right to offset all its claims to the Carrier unilaterally against any and all payments which the Carrier may request and receive from the Consignor under the Contract.

9.3. At the moment of signing the Contract, all previous agreements, arrangements or signed contracts related to the subject matter of the Contract shall lose their effect.

9.4. The Parties shall inform each other immediately, but within 3 business days, about any change in their details via registered mail and additionally by phone or email.

9.5. If any condition of the Contract becomes invalid, it shall affect the other conditions of the Contract.

9.6. Titles of the paragraphs in this Contract are used for convenience only and as such do not affect the interpretation of the content of the Contract.

9.7. All notices and objections in relation to the fulfilment of this Contract shall be given to the other Party in writing to the address specified in the Contract and shall be considered received:

- 9.7.1. if sent via registered mail, on the fifth business day after the day they were sent out;
- 9.7.2. if they were delivered personally against a signature, on the day they were delivered to the recipient's address.

9.8. The Parties undertake to notify each other immediately about any changes of their location, representatives, bank details and other essential data which can affect due performance of the Contract. The Parties are fully liable for timely fulfilment of this obligation.

9.9. The Carrier undertakes to comply with and ensure that the Carrier's representatives, employees and subcontractors comply with the Code of Conduct for Vendors drawn up by the Consignor (available on the Consignor's website at <https://www.valmieraglass.com/lv/piegadataja-ricibas-kodekss/>). The Carrier shall not pay, offer, promise to pay or accept any payment, direct or indirect, in connection with this Contract, and shall make sure that its officers, directors, employees or any other person acting on its behalf (including, but not limited to, subcontractors or agents) do not pay, offer, promise to pay or accept any direct or indirect payments that can be considered a bribe, gift, money, financial or other type of benefit, or any other benefit, which in terms of its value violates or would make the Consignor or its officials, managers, employees and/or related parties violate applicable international or local national anti-bribery and anticorruption laws and regulations, including all relevant amendments thereof (hereinafter referred to as the Anticorruption Laws). The Carrier agrees to keep full and accurate records of all payments for any transaction made in connection with this Contract. If the Consignor reasonably determines that the Carrier has violated this paragraph and/or of the Anticorruption Laws, the Consignor may terminate this Contract with immediate effect by notifying the Carrier in writing. The Carrier shall be obligated to reimburse the Consignor for damages and indemnify it against any kind of claims, demands, legal proceedings, lawsuits, investigations, penalties or fines arising from any such violation. This paragraph shall survive any termination or expiry of this Contract.

9.10. The Carrier must comply with all customs and export control laws and embargo regulations.

9.11. The Parties hereby confirm that no international sanctions have been imposed on its board and/or council members, beneficial owners, parent/subsidiary companies, persons with rights to represent or other persons related to carrying out the Consignment carriage or payment thereof - in accordance with the international law, restrictions have been imposed on the subject of sanctions, which have been adopted by the United Nations or the European Union, or another international organisation of which Latvia is a member, and which are directly applicable or enforced in Latvia in accordance with the procedures specified in the Law on International Sanctions and National Sanctions of the Republic of Latvia; and/or national sanctions - in accordance with Latvian regulatory enactments and international law regarding the subject of sanctions, restrictions set by the Cabinet of Ministers in accordance with the procedures provided for in the Law on International Sanctions and National Sanctions of the Republic of Latvia; and/or sanctions of a member state of the European Union or the North Atlantic Treaty Organization (NATO) affecting significant financial and capital market interests. The Parties hereby guarantee that they will immediately notify the other Party in the event any sanctions referred to in these Conditions are imposed on the Party's board and/or council members, beneficial owners, parent/subsidiary companies, persons with rights to represent or other persons related to carrying out the Consignment carriage or payment thereof. In that case, the Contract shall be considered void from the moment sanctions were imposed. The Parties hereby confirm that no criminal proceeds will be used in any payments made between the Parties, nor will any payments made between the Parties be used for money laundering. If, in connection with the occurrence of any of the circumstances referred to in this clause, the Party's access to the bank's current accounts where the other Party has deposited funds under its contractual obligations is blocked or restricted, or in connection with this, the possibilities to transfer funds to the account stated by the Party are restricted, then the settlement obligations of the other Party shall be considered duly fulfilled. For the truthfulness and fulfilment of the declarations and guarantees referred to in this clause, each Party, assuming the risk, shall be fully liable to the other Party, including for all damages caused to the other Party, incurred expenses and submitted claims/demands. In order to establish the liability provided for in this clause, it is not necessary to establish the wrongful intent of the Party by providing the relevant declaration or guarantee.

9.12. The Consignor respects the Carrier's privacy and will only use your personal data to manage your account and the services you have provided to us.

9.13. This Contract, its conditions, and all the information which has been disclosed by the Parties to each other for the purpose of drawing up and performing the Contract shall be considered confidential and non-disclosable to third parties without written consent of the other Party for the duration of this Contract, as well as after the fulfilment of the obligations under this Contract, expiry of the obligations agreed on within this Contract or loss of validity of the conditions of this Contract, except the situations stipulated in the statutory regulations.