

AS VALMIERAS STIKLA ŠĶIEDRA

General Conditions for Carriage of Goods and Forwarding Services

DEFINITIONS

Carrier – the person who performs carriage, undertakes to perform carriage, or provides the Forwarding Service or services in connection with such carriage to the Consignor and who is named as the Carrier in the transport order. **Consignor** – Joint Stock Company VALMIERAS STIKLA ŠĶIEDRA, registration no. 40003031676, registered address Cempu 13, Valmiera, Valmiera county, LV-4201.

Consignee – a person specified by the Consignor to the Carrier under the Special Conditions of the Contract (in the transport order) and to whom or whose authorised representative the Consignment is to be delivered in accordance with the provisions of the Contract; 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.

Forwarding Service – a Freight Forwarding Service provided under the Contract, within the framework of which the Carrier, as a forwarder, undertakes to arrange the delivery of the Consignment to the Consignee using transport services provided by third parties (the actual performers of the carriage).

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

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.

Special Conditions of Carriage of Goods – specific information of any kind and form 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 transport order.

1. OBJECT OF CONTRACT

1.1. The Consignor assigns the Carrier, and the Carrier undertakes 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 consignment note and/or other transport documents within the time stipulated in the Special Conditions of Carriage of Goods.

1.2. Within the scope of the Forwarding Service, the Consignor instructs the Carrier and the Carrier, as a forwarder, undertakes to arrange for the Consignment to be transported from the place specified by the Consignor to the place of receipt specified by the Consignor and delivered to the Consignee using third party transport services, and the Consignor undertakes to pay the Consignment carriage charge set by the Carrier, which includes the Carrier's remuneration, as agreed in the Special Conditions of Carriage and as invoiced to the Consignor.

2. CONCLUSION OF CONTRACT

2.1. Immediately, but no later than within 1 (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 or to provide the Forwarding Service 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 engages any third parties in the fulfilment of the Contract, 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 ensure that the Consignment is carried out 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 transport 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 charge on the agreed date and in full. The Consignor shall settle other costs arising in connection with secure carriage or storage of the Consignment, thereunder costs originating from custom formalities settlement, provided that the Carrier has sent the Consignor documents justifying and proving the amount of such expenses immediately but not later than within 5 (five) working days after such expenses have been incurred and as far as such costs appear reasonable 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 or late 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 and deliver the Consignment to the Consignee or the Consignor to the location and at the time specified by the Consignor or provide the Forwarding Service in accordance with the Contract and 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 is delivered undamaged and without deficiencies in accordance with the provisions of the Contract in only part or is delivered damaged in its entirety and/or after the time specified in the Contract and the Consignor instructs the Carrier to return it to the Consignor – irrespective of the amount of damage – in the damaged or in its entire loaded amount, as well as irrespective of the time of delay in delivery, – the Carrier shall deliver the amount specified by the Consignor back to the Consignor at its own expense. If, in such event, the Carrier issues an invoice to the Consignor for returning the Cargo, then the Consignor is not obliged to pay it and the Carrier is obliged to issue a credit invoice or make a mutual offset. If, in such event, the Carrier refuses to deliver the Cargo 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 clause, 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. Unless the Parties have agreed on multimodal transport services, the Carrier does not have the right to transfer the Consignment to another vehicle and/or move it in the same vehicle in which it was originally loaded, secured and accepted for transportation, after the Consignment 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 or Forwarding Services 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 (in the case of carriage by road – CMR insurance policy). The Carrier's liability is limited to EUR 250,000.00 (two hundred fifty thousand euros) for every single insurance event;

4.1.9. To participate personally or through third parties engaged in fulfilment of the Contract 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 consignment note or other transport documents if no CMR consignment note has been issued for the relevant mode of carriage 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 fulfilment of the Contract 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 fulfilment of the Contract 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.

The Carrier shall pay the Consignor a contractual penalty in the amount of EUR 500.00 (five hundred euros) for each violation of the provision or prohibition specified in this clause. The Carrier shall pay the Consignor a contractual penalty in the amount of EUR 5,000.00 (five thousand euros) for the distribution of photos or videos, taken in the Consignor's territory, by the Carrier's employees or other person involved in the provision of the transportation service.

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. The Consignor may withhold or offset this amount against any payments to be made to the Carrier by notifying the Carrier thereof. 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 Carrier has the right to require the Consignor to pay a contractual 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 contractual penalty for the first 2 (two) days of delay in the amount of EUR 100.00 (one hundred euros) for each day of delay and a contractual penalty of 0.5 % of the Consignment carriage charge for the delayed

Consignment or its part thereof for each subsequent day of delay on the basis of the invoice issued by the Consignor within 10 (ten) days from its receipt. The Consignor may withhold or offset this amount against any payments to be made to the Carrier by notifying the Carrier thereof. 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 contractual penalty of EUR 250.00 (two hundred and fifty euros) on the basis of the invoice issued by the Consignor within 10 (ten) days from its receipt. The Consignor may withhold or offset this amount against any payments to be made to the Carrier by notifying the Carrier thereof.

5.8. Contractual penalty for late delivery shall not apply if the invoice has not been sent to the Carrier within six months of the day the Consignment had to be delivered to the Consignee.

5.9. If, in connection with the relevant Consignment carriage performed or organized by the Carrier, the Consignor has submitted an insurance claim and received compensation from the insurer, the Carrier shall pay the Consignor for the deductible of EUR 500.00 for each event on the basis of the invoice issued by the Consignor within 10 (ten) days from its receipt. The Consignor may withhold or offset this amount against any payments to be made to the Carrier by notifying the Carrier thereof.

6. SPECIAL CONDITIONS FOR FORWARDING SERVICES

6.1 Where the Carrier performs a Forwarding Service, in addition to the rights, obligations and liabilities of the Carrier already set out in these General Conditions of Carriage, the special provisions of this Chapter shall apply and shall prevail over the other provisions of the Contract in the event of conflict. Where a Forwarding Service is not provided, the provisions of this Chapter shall not apply to the Contract.

6.2 The Carrier, as a forwarder, expressly assumes liability of a carrier and is liable for the default of third parties engaged for the performance of the Contract. The Carrier shall not be entitled to invoke limitations of liability applicable to third parties on the basis of documents issued by third parties, Latvian or foreign laws or international treaties in order to waive the Carrier's (forwarders) liability towards the Consignor under the Contract and the applicable laws.

6.3 The Carrier shall be obliged to duly and carefully select the third parties engaged for the performance of the Contract, to conclude on its own behalf the contracts of carriage with the third parties necessary for the performance of the Contract in order to deliver the Consignment to the Consignee, as well as to independently settle all accounts with the third parties engaged for the performance of the Contract who carry out the transportation of the Consignment. The Consignor shall not be liable to such third parties for any default by the Carrier. The Consignor shall pay to the Carrier only the carriage charges for the carriage of the Consignment as determined by the Carrier and agreed by the Parties, which shall include all and any expenses, including the Carrier's remuneration for the Forwarding Service.

6.4 The Carrier is obliged to take all necessary actions related to the organisation of the process of transportation of the Consignment, including, to resolve all issues with border control and customs representatives related to insufficient documents during transportation of the Consignment, incorrect data in the documents accompanying the Consignment, etc., designate a responsible person for customs clearance at the time of import or dispatch of the Consignment, ensure the execution of the necessary documentation and customs formalities upon receipt or dispatch of the Consignment and inform the Consignor immediately, but not later than within 5 (five) working days, of the need to make any payment required for customs clearance of the Consignment.

6.5 If the Consignment is not delivered to the specified Consignee within the agreed time, the Carrier shall pay to the Consignor a penalty of 0.1% of the carriage charge for the delayed Consignment or its part thereof for each day that the Consignment or part of the Consignment is not delivered on time. The payment of damages and contractual penalty shall not relieve the Carrier from the performance of its obligations under the Contract. If the Consignor proves that it has suffered loss as a result of the delay, in addition to the contractual penalty, the Carrier shall indemnify the Consignor for such loss and such loss shall not be limited to the carriage charge for the carriage. The obligation to pay contractual penalty shall not depend on the stage of the transport service and the reason for the delay in delivery. In addition, the contractual penalties specified in Section 5 of the General Conditions of Carriage are also applicable to the Carrier.

7. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

7.1. Conditions of the Contract shall be governed by statutory regulations of the Republic of Latvia and international laws binding for the Republic of Latvia.

7.2. If the CMR Convention is not automatically (mandatorily) applicable to the Contract, the CMR Convention shall only be applicable if the Parties have expressly agreed to it in the Special Provisions of Carriage, and in such a case 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.

7.3. 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, except in cases where a shorter limitation period is specified in the mandatory provisions of the applicable laws and regulations.

7.4. 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.

8. CONTRACT DURATION, AMENDMENTS, ADDITIONS AND TERMINATION

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

8.2. The Contract can be terminated prematurely by either Part by giving a notice of termination according to the procedure set out in Clause 10.7 of the General Conditions of Carriage of Goods 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.

8.3. If the Carrier, after confirming the transport order, informs that the fulfilment of the obligations within the originally set deadline is not possible or if the Carrier delays the performance of its obligations (does not arrive on time for loading the Goods or does not start transportation) for more than 24 (twenty-four) hours, regardless of whether the Carrier has informed the Consignor about this delay, the Consignor has the right to immediately unilaterally withdraw from the Agreement, which the fulfilment of obligations is delayed by the Carrier (withdraw the transport order) in an out-of-court procedure, by notifying the Carrier according to the procedure set out in Clause 10.7 of the General Conditions of Carriage of Goods. In that case, if at the time of withdrawal, the Consignment carriage charge has already been paid, the Carrier shall refund it to the Consignor within 5 (five) working days from the receipt of the Consignor's request. Exercising the Consignor's right of withdrawal provided for in this clause does not prevent the Consignor from imposing the contractual penalty provided for in Clause 5.7 on the Carrier.

8.4. This Contract may be amended, terminated or supplemented only by a mutual written agreement of the Parties, including by an unambiguous, mutual expression of intent of both Parties contained in email correspondence, unless otherwise specified the Contract. Such an agreement shall become an integral part of this Contract.

9. FORCE MAJEURE

9.1. 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.

9.2. 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 3 (three) 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.

9.3. Any release from liability for delay in the performance of obligations set out in Clause 9.1 of these conditions and release from the Party's obligations related to such delay shall remain in effect as long as the force majeure circumstances related to such failure to perform obligations in a timely manner continue. If these circumstances last for more than 1 (one) calendar week, 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.

10. OTHER CONDITIONS

10.1. 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.

10.2. 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.

10.3. 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. The application of the general terms and conditions of the Carrier or of third parties involved in the performance of the Contract to the Contract shall be expressly excluded, irrespective of when and in what manner such terms and conditions have been brought to the attention of the Consignor, unless the Consignor has expressly and directly consented in writing to their application. Such agreement must be formed in writing and must contain the express acceptance of the Consignor and shall in no event be deemed to have been confirmed by implication.

10.4. The Parties shall inform each other immediately, but within 3 business days, about any change in their details by email.

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

10.6. 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.

10.7. 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 or via e-mail and shall be considered received:

- 10.7.1. if sent via registered mail, on the fifth business day after the day they were sent out;
- 10.7.2. if they were delivered personally against a signature, on the day they were delivered to the recipient's address
- 10.7.3. if sent electronically, on the next working day following the date of sending .

10.8. 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.

10.9. The Carrier undertakes to comply with and ensure that the Carrier's representatives, employees, persons engaged in the performance of the Contract and subcontractors comply with the Supplier Code of Conduct drawn up by the Consignor (available on the Consignor's website at <https://www.valmiera-glass.com/en/supplier-code-of-conduct/>). 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, persons engaged in the performance of the Contract, 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 clause 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 clause shall survive any termination or expiry of this Contract.

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

10.11. 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.

10.12. The Consignor respects the Carrier's privacy and will only use its personal data to manage the Carrier's account and the services it has provided to the Consignor.

10.13. The Carrier undertakes not to disclose to third parties (and ensure that the Carrier's employees and subcontractors do not disclose to third parties) information that is considered to be the Consignor's commercial secret or inside information, to take all necessary and reasonable steps to ensure that no third parties have direct or indirect access to that information.

Confidential Information includes, but is not limited to:

- any information about the suppliers and clients of the Consignor, products, specifications, production procedures, any know-how, trade secrets, any financial information, as well as any other information that is not public, including also information about shareholders, their decisions, marketing strategies, ongoing and completed negotiations, plans, finance, procedures, clients' relationships, sale indicators, business plans and sale results, related companies or branch offices, computer software, databases;
- any information which is intended only for internal use within the company and which if obtained by competitors may cause losses to the Consignor;
- any information which the Carrier should reasonably expect the Consignor would regard as confidential and the Consignor has not stated otherwise in writing.

If the Carrier intentionally or unintentionally violates the prohibition to disclose the Confidential Information, the Carrier shall be liable for any and all the Consignor's losses (including, but not limited to, also indirect losses, lost profit, etc.) that are caused by disclosing any such Confidential Information and it shall remedy the breach and pay contractual penalty in the amount of EUR 150,000.00 (one hundred and fifty thousand euros). It is not required to establish the Carrier's wrongful intent or negligence in disclosing the Confidential Information to determine the liability set forth in this clause.

The confidentiality obligations of the Carrier referred to in this clause shall remain in force during the term of the Agreement, as well as following the termination thereof.