APPROVED by:
Order No. ĮS(LGI)- 244 of
CEO of AB LTG Infra of
22 JUNE 2021

(STANDARD AGREEMENT FORM FOR THE 2021/2022 WORKING TIMETABLE PERIOD)
VILNIUS INTERMODAL TERMINAL SERVICE AGREEMENT

__ of _____ 20__
Place of conclusion of the agreement

[*Insert name of a legal entity*], legal entity code [*insert legal entity code]*, represented by [*insert position, name, surname*], acting under [*insert document based on which a person is acting*] (hereinafter: the '**RSF Operator**'), and **[*insert name of a legal entity*]**, legal entity code [*insert legal entity code*], represented by [*insert position, name, surname*], acting under [*insert document based on which a person is acting*] (hereinafter: the '**Railway Undertaking**'), hereinafter collectively referred to as the "Parties", and each individually as the "Party" have concluded the Vilnius Intermodal Terminal Service Agreement (hereinafter: the 'Agreement').

I. SUBJECT-MATTER

1.1. In accordance with the procedure laid down in the Agreement and the Rules for Intermodal Loading of Multimodal Transport Units and Groups of Wagons at Vilnius Intermodal Terminal (hereinafter: the 'Rules') (Annex No. 1) the **RSF Operator** undertakes to provide the service of intermodal loading of multimodal transport units (hereinafter: 'MTU') and groups of wagons to the **Railway Undertaking** (hereinafter: the 'Service') based on a Loading order placed by the **Railway Undertaking** and the Service Delivery Schedule (Annex No. 2), whereas the **Railway Undertaking** undertakes to pay for the Service rendered in accordance with the procedure established in the Agreement.
1.2. The Service ordered by the **Railway Undertaking** is provided at *Vilnius Intermodal Terminal, address: Terminalo str. 8, Vilnius* (hereinafter: the 'Location of Service Delivery').

II. OBLIGATIONS, RIGHTS AND DUTIES OF THE PARTIES

2.1. The obligations, rights and duties of the Parties are provided for in the Rules.
2.2. The **Railway Undertaking** or its authorised representatives are entitled to place a Loading Order with the **RSF Operator** in accordance with the procedure established in the Rules.

III. SERVICE PRICE AND PAYMENT

3.1. The Service provided and its fixed fee are published on the website of the **RSF Operator** at https://ltginfra.lt/konteineriu-terminalu-paslaugos. The Service is paid on the basis of the published fee or the fee specified in the **RSF Operator's** offer, if such offer has been made. The fee remains unchanged during the period of performance of the Agreement, except the rate review procedure referred to in clause 3.3 of the Agreement.
3.2. The maximum volumes of the Service are indicated in Annex No. 2[1].
3.3. Upon making any changes in the Service fee and/or the Rules in accordance with the procedure established by legislation the **RSF Operator** publishes them on the website of the **RSF Operator** at https://ltginfra.lt/konteineriu-terminalu-paslaugos and notifies of that the **Railway Undertaking** in Writing at least 60 (sixty) calendar days prior to the start of applying the new fee. Where before the start of applying the new fee and/or the changed Rules the **Railway Undertaking** fails to inform the **RSF Operator** in Writing of its intention to terminate the Agreement and to give a notice of unilateral termination of the Agreement due to the changed fee and/or the Rules, the Agreement is further performed based on the changed fee and/or Rules. The **RSF Operator's** notice of change in the fee and/or the Rules shall be considered to be sufficient and adequate notification equivalent to an agreement between the Parties on amending the Agreement, where no amendment shall be executed as a separate agreement.

[1] In the case of concluding a (public) procurement contract, the maximum price of the Agreement is EUR [*insert price*] with VAT (if applicable). The Service may be purchased without exceeding the maximum price of the Agreement.

3.4. Payments for the Service provided are made against a value added tax (hereinafter: 'VAT') invoice issued by the **RSF Operator** to the **Railway Undertaking**.
3.5. Upon delivery of the Service the **RSF Operator**, not later than within 5 (five) working days of the end of the reporting calendar month, submits a VAT invoice to the **Railway Undertaking** by email [*insert email address*] or by other electronic means, or using the information system "E-invoice" for the total quantity of the Service rendered over the full reporting month. The issued VAT invoice is equivalent to a certificate of acceptance and delivery of the Service properly provided.
3.6. The **Railway Undertaking** pays the **RSF Operator** for the provided Service within 30 (thirty) calendar days of the day of receipt of a VAT invoice in accordance with the procedure set out in the Agreement.
3.7. A VAT invoice issued by the **RSF Operator** must comply with the requirements of the legislation of the Republic of Lithuania. A VAT invoice being issued must additionally include the **RSF Operator's** VAT code, the Agreement number and date.
3.8. The **RSF Operator** shall issue a VAT invoice for the Service rendered during the reporting month based on the fees set in the Agreement plus VAT calculated according to the VAT (if any) rates as applicable to the Service on the day of issuing a VAT invoice.
3.9. All bank's costs in relation to financial transactions of the Railway Undertaking at the bank and fees charged by other banks are paid by the Railway Undertaking.

IV. VALIDITY OF THE AGREEMENT

4.1. The Agreement enters into force after it has been signed by the Parties and continues for the duration of the 2021-2022 Working Timetable, while the financial obligations shall continue until complete settlement between the Parties.

V. TERMINATION OF THE AGREEMENT

5.1. The Agreement may be terminated only by agreement between the Parties, except for the cases specified in clauses 5.2 and 5.3.
5.2. The **Railway Undertaking** has the right to unilaterally, in an out-of-court procedure to terminate the Agreement in the following events:
5.2.1. Judicial or extrajudicial bankruptcy, restructuring, winding-up proceedings are initiated in respect of the **RSF Operator**.
5.2.2. The **RSF Operator** fails provide the Service in accordance with the procedure laid down ion the Agreement and the Rules.
5.2.3. The Railway Undertaking disagrees with the changed fee for the Service and/or the changed Rules and notifies the **RSF Operator** at least 60 (sixty) calendar days before the start of applying the new fee for the Service and/or the changed Rules.
5.2.4. Termination of the Agreement is established in the legislation regulating (public) procurement.
5.2.5. A decision is adopted in accordance with the procedure established in the Law on the Protection of Objects of Importance to Ensuring National Security of the Republic of Lithuania confirming that the Agreement fails to conform with the national security interests.
5.3. The **RSF Operator** has the right to unilaterally, in an out-of-court procedure to terminate the Agreement in the following events:
5.3.1. Judicial or extrajudicial bankruptcy, restructuring, winding-up proceedings have been initiated in respect of the **Railway Undertaking**.
5.3.2. The **Railway Undertaking** fails to meet the obligations stipulated in the Agreement and the Rules.
5.4. Where there exist the circumstances and grounds established clauses 5.2 and 5.3 of the Agreement, this Agreement shall be terminated in the following procedure: the Party terminating the Agreement with a 7 (seven) calendar days' prior notice in Writing to the other Party shall terminate the Agreement unilaterally, in an out-of-court procedure before its expiry. The termination notice period shall be calculated from the day of receipt of the notice.
5.5. In the case of early termination of the Agreement, the **Railway Undertaking** undertakes, within 10 (ten) calendar days of receipt of the notice of termination of the Agreement, to pay for the provided Service against a VAT invoice presented by the **RSF Operator**.
5.6. Termination of the Agreement shall not release the Parties from proper performance of the contractual obligations arisen before its termination.

5.7. Termination of the Agreement shall not exclude the right to demand compensation for losses incurred due to non-performance of the Agreement, as well as default charges.

VI. OTHER PROVISIONS

6.1. The annexes to the Agreement are an inherent part hereof. Any amendments and supplements to the Agreement shall be valid if made in Writing and signed by the Parties, except for the case referred to in clause 3.3 hereof.
6.2. The titles of the chapters of the Agreement are used for convenience only and shall in any way affect the content of the provisions contained in the Agreement, interpretation of the Agreement or separate provisions hereof.
6.3. The Railway Undertaking represents that it is/is not (delete as appropriate) considered to be associated with the RSF Operator in accordance with the applicable laws of the Republic of Lithuania (the Law on Value Added Tax, the Law on Corporate Income Tax, the Law on Personal Income Tax, etc.).
6.4. The Parties undertake to ensure that all personal data are processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) as well and other legislation regulating personal data processing and its protection.
6.5. When concluding and performing the present Agreement the **RSF Operator** collects, uses, stores, and otherwise processes the personal data of employees and/or authorised representatives of the **Railway Undertaking** for the purposes of concluding and performing the Agreement, performing the duties of the **RSF Operator** established in the applicable legislation as well as for other purposes conforming to the legal requirements.
6.6. Each Party shall inform its personnel of their personal data processing by the other Party in accordance with the requirements of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in the processing of personal data and on the free movement of such data, repealing the requirements of Directive 95/46/EB (General Data Protection Regulation) and, on request of the other Party, shall provide evidence to that effect. A Party failing to fulfil or improperly fulfilling the obligations provided for in this clause shall compensate the other Party for any losses resulting therefrom, including but not limited to fines and/or other pecuniary sanctions imposed by the public authorities.
6.7. The Agreement is made in the Lithuanian language in two equally legally binding copies, one copy for each of the Parties to the Agreement.

VII. ANNEXES

7.1. The annexes below make an integral part of the Agreement:
7.1.1. Annex No. 1 – 1.1. Rules for Intermodal Loading of Multimodal Transport Units and Groups of Wagons at Vilnius Intermodal Terminal, 7 pages.
7.1.2. Annex No. 2 – Service Delivery Schedule, 1 page.

VII. DETAILS OF THE PARTIES

RSF Operator	**Railway Undertaking**
Insert details *Position, name, surname* _____ (signature)	*Insert details* *Position, name, surname* _____ (signature)

Responsible person of the Railway Undertaking in charge of performance and publication of the agreement in the CVP IS: position, name, surname, telephone, email; (this clause is included if the Railway Undertaking is subject to the legislation regulating (public) procurement)

Responsible person of the RSF Operator in charge of performance of the agreement: position, name, surname, telephone, email;
To be submitted to: TMC group (code 27);
Contract owner:

Annex No. 1 to
Vilnius Intermodal Terminal
Service Agreement

RULES FOR INTERMODAL LOADING OF MULTIMODAL TRANSPORT UNITS AND GROUPS OF WAGONS AT VILNIUS INTERMODAL TERMINAL

I. CHAPTER
GENERAL PROVISIONS

1.1. The Rules for Intermodal Loading of Multimodal Transport Units and Groups of Wagons at Vilnius Intermodal Terminal (hereinafter: the 'Rules') establish the procedure, terms and conditions for the service of intermodal loading of multimodal transport units (container, semi-trailer or swap body) (hereinafter: 'MTU') and groups of wagons at Vilnius Intermodal Terminal (hereinafter: the 'VIT') managed by AB LTG Infra (hereinafter: the '**RSF Operator**').
1.2. These Rules shall apply to railway undertakings (operators), other undertakings specified in Article 28(3) of the Railway Transport Code (hereinafter: the '**Railway Undertaking**').
1.3. The Rules shall be valid from 12 December 2021 00:00 until 11 December 2022 24:00.

II. CHAPTER
DEFINITIONS

2.1. Container means a reusable standard 20 to 45-foot box designed to carry freight, ensuring safety of freight and appropriate for mechanical loading and unloading.
2.2. Semi-trailer means a trailer designed to be coupled to a motor vehicle in such a way that part of it rests on the motor vehicle and that part of its weight and of the weight of its load is borne by the motor vehicle. The definition of the Semi-trailer is used in these Rules within the meaning of containers designed for loading/unloading.
2.3. Swap Body means a body/capacity of unified structure of securing for transportation and suspending for loading, designed for the carriage of loads by road and by rail without intermediate reloading.
2.4. Service means the service provided by the **RSF Operator** in relation intermodal loading of MTU and groups of wagons as well as storage of MTU (free of charge for 15 days), where the **Railway Undertaking** delivers MTU and groups of wagons to the VIT.
2.5. Location of Service Delivery means the territory within the Republic of Lithuania at Vilnius Intermodal Terminal, address: Terminalo str. 8, Vilnius.
2.6. In Writing means a method of communication where information is transmitted to the **RSF Operator** or the **Railway Undertaking** in person against signature, sent by mail, or e-mail.
2.7. Orally means information transmitted during a phone call using the contact numbers indicated in the Agreement.
2.8. Parties means the **RSF Operator** and the **Railway Undertaking** as collectively referred in these Rules.
2.9. ITV Order for intermodal loading of MTU and groups of wagons (hereinafter: the 'Loading Order') means an order that is placed by the **Railway Undertaking** via online self-service portal of the **RSF Operator** which may be accessed from the following link https://ltginfra.lt/konteineriu-terminalu-paslaugos, and in the case of failure of the self-service site or lack of its functionality, the following shall be sent by email: vit@litrail.lt: 1) the Loading Order Form properly completed, signed and scanned, or 2) an email including complete information referred to in paragraph 3.2 the Rules.
2.10. Order form for intermodal loading of MTU and groups of wagons (hereinafter: the 'Loading Order Form') means a document in the form given in Annex No. 1 to these Rules to be completed by the **Railway Undertaking** where information necessary for providing the Service is marked.
2.11. Agreement means the Vilnius Intermodal Terminal Service Agreement entered into between the **RSF Operator** and the **Railway Undertaking**, the present Rules, the Service fees, Loading Orders placed individually, other annexes, amendments, and supplements to the Agreement.
2.12. Service Fee means a price of the Service published on the website of the **RSF Operator** at

https://ltginfra.lt/konteineriu-terminalu-paslaugos and which serves as the basis in providing by the **RSF Operator** the Service to the **Railway Undertaking**.

2.13. Working Hours means the time when the Service is made available on working days: Monday–Friday from 07:00 to 19:00, Saturday–Sunday from 08:00 to 16:00, public holidays from 08:00 to 16:00 Lithuanian time (+2 GMT). In the case of change in the Working Hours indicated in this paragraph, such change is published on the website of the **RSF Operator** at https://ltginfra.lt/konteineriu-terminalu-paslaugos, without making any additional changes in these Rules.

III. CHAPTER
PROCEDURE FOR PLACING A LOADING ORDER

3.1. The **Railway Undertaking** shall, not later than 1 (one) working day prior to execution of the Loading Order, submit to the **RSF Operator** on Monday–Friday (working days) until 18:00. For Loading orders to be executed on Saturday and Sunday, orders shall be placed until 17.00 on Friday Lithuanian time (+2 GMT).

3.2. A Loading Order must contain the following data:

3.2.1. The **Railway Undertaking** placing the Loading Order;

3.2.2. Number and date of the Agreement based whereon the Loading Order is being placed;

3.2.3. Name or position, name, surname, of the **Railway Undertaking** or its authorised representative, telephone No. and /or email;

3.2.4. A letter or numerical index of the railway platform (where MTU arrive/depart on the railway platform);

3.2.5. Letter and numerical indexes of MTU;

3.2.6. Type and length of MTU;

3.2.7. Quantity of MTU load kg;

3.2.8. Whether or not MTU's load is attributed to dangerous or non-dangerous goods in accordance with the Lithuanian legislation and international agreements;

3.2.9. MTU seal No. (if any);

3.2.10. Make, model, licence plate No. of an arriving road vehicle, if available, also licence plate No. of a trailer (where MTU arrive/depart by a road vehicle);

3.2.11. An employer, name, surname of a driver of the arriving road vehicle, if possible, telephone No.;

3.2.12. Date and time of arrival of a road vehicle/railway platform.

3.3. Where it is stipulated that Loading Orders will be placed with the **RSF Operator** not by the **Railway Undertaking** but its authorised representatives, the **Railway Undertaking** undertakes to issue authorisations in conformity with the legal requirements to its representatives and to submit them to the **RSF Operator** at the time of signing the Agreement. When placing Loading Orders, the **Railway Undertaking** or its authorised representative shall indicate all data referred to in paragraph 3.2, including the name and surname of a driver who will arrive by a road vehicle, including the authorisation granted to him (driver) to accept/transfer MTU and to sign the certificate of acceptance and delivery in the form approved by the **RSF Operator** (Annex No. 2) (the certificate of acceptance and delivery shall be drawn up only when accepting/delivering MTU that arrive/depart by means of a road vehicle). Information received to the email address of the **Railway Undertaking** or its authorised representatives indicated in the Agreement or the annex hereto shall be considered to have been sent by the **Railway Undertaking** or its authorised representatives, and this is an undisputed fact.

3.4. Should certain data stated in a Loading Order change after placement of the Loading Order, the **Railway Undertaking** or its authorised representative shall Orally inform the **RSF Operator** of such changes before the moment of starting to execute the Loading Order. Orally provided information must be immediately followed by submission of the adjusted Loading Order in Writing.

3.5. The Service shall be made available only during the published Working Hours of the VIT and in accordance with the Service Delivery Schedule to the Agreement.

3.6. The Service provided cannot exceed the capacity specified in paragraph 3.4.1 of the Description of Vilnius Intermodal Terminal. The Service shall be made available not later than within 12 hours Lithuanian time (+2 GMT) by calculating:

- From the moment of delivery of MTU and groups of wagons to the Location of Service Delivery;

- From the moment of MTU arrival by a road vehicle and from the moment of signing the certificate of acceptance and delivery of MTU entering/leaving by road transport in the form approved by the **RSF Operator** (Annex No. 2);
- From the moment of completion of customs clearance procedures and submission of documents (if customs procedures are necessary);
- From the moment of expiry of the circumstances established in Chapter IV of the Rules.

3.7. When accepting and delivering MTU, the **RSF Operator's** personnel shall check information specified in a Loading Order submitted in accordance with the procedure established in paragraph 3.2 of the Rules with the factual situation, i.e., the data contained in the Loading Order submitted by the **Railway Undertaking** or its authorised representative on the railway platform (where MTU arrive by rail) and/or the data on a road vehicle by comparing them with the licence plate number, make and model of the road vehicle that has arrived, the data on MTU and their seals, as well as an ID document of a driver of the arrived road vehicle, are checked to ascertain that MTU are accepted/delivered by the person who is named in the Loading Order submitted by the **Railway Undertaking** or its authorised representative and who is authorised to accept/deliver MTU in accordance with the procedure established in paragraph 3.3 of the Rules. As a result of these actions and if the data match, it shall be considered that the **RSF Operator** has accepted/delivered MTU to the right person. When accepting/delivering MTU, the **RSF Operator** and the **Railway Undertaking** or its authorised person, who has placed a Loading Order when MTU arrive/depart by a road vehicle, shall sign the certificate of acceptance and delivery of MTU entering/leaving by road transport in the form approved by the **RSF Operator** (Annex No. 2). This certificate of acceptance and delivery is drawn up in 2 (two) copies, of which 1 (one) copy is given to the **Railway Undertaking** or its authorised representative.

3.8. Where, when accepting MTU with a load, it is established that MTU is damaged, the seals are broken, etc. and the load contained in it can be freely accessed, such MTU shall not be accepted, and the **Railway Undertaking** shall be immediately notified Orally and in Writing of the existing situation. If this is the case, the **RSF Operator** may accept MTU with a load only against an instruction to accept MTU with a load as given by the **Railway Undertaking** in Writing and a confirmation that the **RSF Operator** shall not be held liable for the quantity of such load (goods) and its safety.

3.9. When the **Railway Undertaking** requests that a Container/Swap Body is loaded on a vehicle platform, the Service shall be provided only by way of loading the Container/Swap Body on a road vehicle which is appropriate for that purpose and has undamaged coupling devices of the Container/Swap Body. When the **Railway Undertaking** requests that a Container/Swap Body is loaded on a road vehicle not appropriate for transportation of the Container/Swap Body or in the cases where coupling devices of the Container/Swap Body are damaged, after the **RSF Operator** has evaluated the possibility of reloading and has established that as a result of such reloading the reloading equipment will not be damaged, such reloading may be carried out if based on a guarantee provided by the **Railway Undertaking** in Writing whereby the **Railway Undertaking** undertakes to compensate for losses incurred during reloading and transportation on the territory of the **RSF Operator** and not to make any claims with regard to inappropriate reloading on a road vehicle not appropriate for that purpose and damage caused to such road vehicle during reloading.

IV. CHAPTER
CASES WHERE THE SERVICE IS NOT MADE AVAILABLE OR ITS AVAILABILITY IS SUSPENDED

4.1. For special purpose Containers and Containers loaded with slings, the Service shall not be provided without agreeing separately with the **RSF Operator** in Writing.

4.2. The Service shall not be made available if, when accepting MTU with a load, it is established that MTU is damaged, the seals are broken and the load in it can be freely accessed, except for the cases referred to in paragraph 3.8 hereof.

4.3. The Service shall not be made available if the **Railway Undertaking** requests to reload a Container/Swap Body from the railway transport onto a road vehicle not appropriate for that purpose or onto a vehicle with damaged coupling devices of the Container/Swap Body, except for the cases referred to in paragraph 3.9 hereof.

4.4. The Service shall not be made available in the case where there is no possibility of accepting in MTU sites or in vehicle parking lots due to lack of space.
4.5. The **RSF Operator** may suspend availability of the Service in the following events:
4.5.1. The **Railway Undertaking** fails to comply with the procedure for submission of Loading Orders set out in paragraphs 3.1-3.2 of these Rules;
4.5.2. The data contained in a Loading Order submitted are factually inaccurate;
4.5.3. The **Railway Undertaking** fails to pay when due for the Service provided in accordance with the procedure set out in the Agreement or these Rules;
4.5.4. The **Railway Undertaking** fails to fulfil reasonable instructions given by the **RSF Operator**, which are necessary to ensure the legality and safety of the Service availability;
4.5.5. a failure has occurred in technological facilities operated by the **RSF Operator**;
4.5.6. Complex modernisation works for the Location of Service Delivery are ongoing;
4.5.7. In the case of gusts of wind exceeding 16 m/s.
4.6. If the **RSF Operator** suspends availability of the Service to the **Railway Undertaking** 4.5 on the grounds established in paragraph, the Service shall not be resumed until the reasons for suspension of the Service have not been eliminated.
4.7. The **RSF Operator**, prior to suspension of the Service pursuant to paragraph 4.5 of the Rules or in the cases referred to in clauses 4.2-4.4 of the Agreement, or through the fault of third parties, must immediately inform of that Orally and in Writing the **Railway Undertaking** or its authorised representative which has submitted a Loading Order by specifically indicating the reasons for disruptions in the Service availability, actions taken to eliminate such disruptions, and the implicit deadline for continued availability of the Service.

V. CHAPTER
OBLIGATIONS

5.1. The RSF Operator undertakes to:
5.1.1. Provide the Service using well-prepared necessary equipment and trained-certified staff;
5.1.2. Provide the Service against a Loading Order submitted by the **Railway Undertaking** within the deadlines set in the Rules;
5.1.3. When providing the Service to the **Railway Undertaking**, comply with the Agreement, these Rules, Loading Orders, amendments and supplements to the Agreement, as well as the requirements contained in the legislation of the Republic of Lithuania and the European Union, and international agreements;
5.1.4. Immediately inform the **Railway Undertaking** Orally and in Writing if the Service cannot be made available due to the circumstances provided for in Chapter IV of these Rules;
5.1.5. Ensure that during performance of the Agreement the Service provided by the **RSF Operator** will not pose threats to national security (applicable if the subject-matter of the Agreement is related to national security);
5.1.6. Immediately notify the **Railway Undertaking** of any circumstances any circumstances arising in the course of the performance of the Agreement due to which the Agreement may not conform with national security interests (applicable if the subject-matter of the Agreement is related to national security);
5.1.7. In the case of change in the addresses or bank details indicated in the Agreement, the **RSF Operator** must, within 3 (three) calendar days of the moment of their change, notify of that the **Railway Undertaking**. If the **RSF Operator** fails to meet these requirements it shall lose the right to submit a claim or a statement of defence where the actions of the **Railway Undertaking** performed on the basis of the last information known to it are inconsistent with the terms and conditions of the Agreement or that is has not received any notice sent according to these details.
5.2. The Railway Undertaking undertakes to:
5.2.1. Comply with the Agreement, these Rules, Loading Orders, annexes and supplements to the Agreement, as well as the requirements contained in the legislation of the Republic of Lithuania and the European Union, and international agreements;
5.2.2. Ensure that MTU and groups of wagons are delivered to the Location of Service Delivery in the manner defined in these Rules and at the time specified in a Loading Order;
5.2.3. Provide necessary authorisations to the **Railway Undertaking's** representative in accordance with the procedure set out in paragraph 3.3 of these Rules;

5.2.4. In the case of change of the authorised representatives of the **Railway Undertaking**, immediately, but not later than before submission of a Loading Order by the new authorised representative of the **Railway Undertaking**, inform the **RSF Operator** and provide a new authorisation. If the **Railway Undertaking** fails to meet this requirement, it shall not have the right to make any claims with regard to the actions of the **RSF Operator** performed on the basis of the last information known to it as stated in a Loading Order;
5.2.5. Inform the **Railway Undertaking** and its authorised representatives of mandatory compliance with traffic safety, occupational safety and health, fire safety and other legal requirements on the VIT territory;
5.2.6. Pay for the Service in accordance with the procedure and within the terms set forth in the Service Agreement and these Rules;
5.2.7. When using the Service, not to violate the rights and legitimate interests of third parties, high moral standards and public policy principles;
5.2.8. Immediately inform the **RSF Operator** of its intention not to use the Service;
5.2.9. In the case of change in the addresses or bank details indicated in the Agreement, the **Railway Undertaking** must, within 3 (three) calendar days of the moment of their change, notify of that the **RSF Operator**. If the **Railway Undertaking** fails to meet these requirements it shall lose the right to submit a claim or a statement of defence where the actions of the **RSF Operator** performed on the basis of the last information known to it are inconsistent with the terms and conditions of the Agreement or that it has not received any notice sent according to these details.
5.2.10. Fulfil reasonable instructions given by the **RSF Operator**, which are necessary to ensure the legality and safety of the Service availability;
5.2.11. Compensate to the **RSF Operator** all reasonable expenses related to recovery of a debt for the Service provided;
5.2.12. In the case of cancellation of part of the Service ordered in Annex No. 2 to the Agreement, pay amount B to be calculated under the following formula:

$$B = (P_1 + P_2 + ...+ P_D) \cdot K, \text{ where:}$$

B – amount due EUR;
P_D – time per day for providing the Service that is cancelled, from the start of the Service cancellation period;
K – Service Fee;

$$D = (60 - X), \text{ where:}$$

D – number of calendar days ordered, from the start of the Service cancellation period;
X – number of calendar days, from the start of the Service cancellation period;
60 – number of calendar days.

VI. CHAPTER
RIGHTS

6.1. The RSF Operator shall have the right:
6.1.1. At its own initiative, if there are objective grounds and unilaterally, to change the Service Fees and/or the provisions of the Rules by publishing them on the website of the **RSF Operator** at https://ltginfra.lt/konteineriu-terminalu-paslaugos and information on the **Railway Undertaking** in Writing not later than 60 (sixty) calendar days before the entry into force of changes. A notice made public and sent in Writing is regarded to be appropriate information provided to the **Railway Undertaking** on unilateral change of the Service Fees and/or the Rules. It shall be considered that the **Railway Undertaking** agrees with these changes if fails to notify the **RSF Operator** of its disagreement before the day of entry into force of such changes;
6.1.2. To suspend the Service availability in the cases and in accordance with the procedure established in these Rules and the Agreement;
6.1.3. To demand from the **Railway Undertaking** compensation for all expenses incurred in relation to debt recovery.
6.2. The Railway Undertaking shall have the right:
6.2.1. To cancel part of the Service ordered in Annex No. 2 to the Agreement by informing of that the **RSF Operator** immediately by email intermodalcenter@ltginfra.lt. If the **Railway Undertaking** cancels part of the ordered Service 60 calendar days before the scheduled date of providing thereof – no fee for cancellation of the Service shall be applied.

VII. CHAPTER
LIABILITY

7.1. The Parties shall be held liable for failure to perform contractual obligations in accordance with the procedure established by laws of the Republic of Lithuania.
7.2. The **RSF Operator** shall not be held liable for the cases when damage is caused to the **Railway Undertaking** not through the fault of the **RSF Operator**.
7.3. The cases when the Service cannot be made available due to omissions or inappropriate acts of third parties or the **Railway Undertaking** itself shall not be considered as delay in providing or failure to properly perform the Service and the **RSF Operator** shall not be liable in such the case.
7.4. The **RSF Operator** shall not be liable for damage caused to loads contained in the **Railway Undertaking's** MTU if that is related, but not limited, to the following reasons:
7.4.1. Loss of load weight or evaporation, perishing, rotting, or other processes characteristic of load deterioration;
7.4.2. Fire, floods, riots, uprisings, natural disasters, or damage caused by third parties;
7.4.3. Damage caused to a load (goods) due to inappropriate packaging/securing.
7.5. The **Railway Undertaking** shall be liable for the consequences as resulted through its fault from violations of the legal requirements for fire safety and environmental protection, occupational safety and health.
7.6. The **Railway Undertaking** shall be liable for the correctness, completeness and authenticity of information provided in a Loading Order and undertakes to compensate the **RFS Operator** for losses resulted from violation of this paragraph.
7.7. If the **RSF Operator** through its own fault is late to deliver the Service within the deadlines set in paragraph 3.6 of the Rules, the **Railway Undertaking** has the right to calculate penal interest at the rate of 0.1 (one tenth) percent for every day of delay on the price of the Service undelivered, including VAT.
7.8. In the event of violation of the payment deadlines set in the Agreement, the **Railway Undertaking**, upon demand of the **RSF Operator** in Writing, undertakes to pay the **RFS Operator** penal interest at the rate of 0.1 percent of the amount unpaid when due (including VAT) for every calendar day of delay. Penal interest shall be calculated until complete payment for the Service provided by the **RSF Operator**.
7.9. Payments made by the **Railway Undertaking** shall be used in the following order:
7.9.1. on a first priority-basis – to cover expenses incurred by the **RSF Operator** in relation to a claim for performance of the obligation;
7.9.2. on a second priority-basis – to pay penal interest;
7.9.3. on a third priority-basis – to fulfil the principal obligation (to pay for the Service provided).
7.10. Payment of penal interest shall not release the Parties to the Agreement from the duty to fulfil the obligations assumed under the Agreement.
7.11. The Party, who has suffered losses as a result of a default act/omission of the other Party, must compensate the other Party for all direct losses incurred by it, unless individual paragraphs of these Rules or the provisions of the Agreement establish otherwise.
7.12. Unless these Rules or the Agreement explicitly establish otherwise, neither Party shall be liable for compensation of indirect losses to the other Party, including losses as a result of transactions which have not been concluded or completed with third parties.
7.13. The **RSF Operator** shall be released from the performance of obligations if the **Railway Undertaking** fails to perform the obligations assumed under the Agreement.

VIII. CHAPTER
FORCE MAJEURE

8.1. The Parties to the Agreement shall be exempted from liability for non-performance, in full or in part, of contractual obligations if they prove that the non-performance was due to the circumstances of force majeure.
8.2. The Party to the Agreement which due to the circumstances of force majeure is unable to fulfil its contractual obligations must immediately, but not later than within 3 (three) working days from the

day when such circumstances arose or became apparent, notify of that the other Party to the Agreement.

8.3. Force majeure shall include the circumstances specified in Article 6.212 of the Civil Code of the Republic of Lithuania and the Rules for the Exemption from Liability in Case of Force Majeure approved by Resolution No 840 of the Government of the Republic of Lithuania of 15 July 1996 'On the Approval of the Rules for the Exemption from Liability in Case of Force Majeure'. Certificates attesting the existence of force majeure circumstances are issued following the Description of the Procedure for the Issuance of Certificates Attesting the Existence of Force Majeure Circumstances as approved by the Government of the Republic of Lithuania Resolution No. 222 of 13 March 1997 'On the Approval of the Procedure for the Issuance of Certificates Attesting the Existence of Force Majeure Circumstances'.

8.4. The ground for exemption from liability of the Party, which due to the circumstances of force majeure is unable to fulfil its contractual obligations, shall take effect from the time such circumstances arose or became apparent or, if notice is not timely given, from the time of notice. If the Party to the Agreement fails to give timely notice or in the absence of the possibility to give notice, fails to otherwise notify of its inability to fulfil contractual obligations, it must compensate the other Party for any damage suffered by the other Party to the Agreement as a result of untimely notice or absence of notice.

8.5. In the case of the circumstances of force majeure lasting for more than 6 (six) months, either Party to the Agreement shall have the right to unilaterally terminate the Agreement by giving 5 (five) calendar days' prior notice to the other Party. If upon expiry of such 5 (five) calendar days' period the circumstances of force majeure continue, the Agreement shall be terminated and in accordance with the provisions of the Agreement the Parties to the Agreement shall be released from further performance of the Agreement.

IX. CHAPTER
CORRESPONDENCE

9.1. Correspondence, notices, and other communications shall be considered to have been properly sent/delivered:

9.1.1. on the same day when delivered in person (against signature) to the representatives of the Parties;

9.1.2. on the day of delivery to the Party when sent by registered mail;

9.1.3. on the next working day of emailing or on the day of receiving an email if the Party confirms to receipt of the email on the same day.

9.2. The sending of material information and/or urgent information must be notified Orally and in Writing.

9.3. The Parties shall exchange correspondence in the Lithuanian language, or another language agreed.

X. CHAPTER
DISPUTE SETTLEMENT PROCEDURE

10.1. The Agreement and annexes hereto, and all the rights and obligations arising from the Agreement shall be governed by the laws of the Republic of Lithuania as well as other legislation. The Agreement is made and shall be interpreted in accordance with the law of the Republic of Lithuania.

10.2. Any disagreements or disputes arising between the Parties in connection with the Agreement shall be settled by mutual agreement/negotiations. In the case of failure of the Parties to reach agreement, any disputes, disagreements, or claims arising from the Agreement or in connection herewith, violation, termination, or validity hereof, which have not been resolved amicably, shall be settled in the courts of the Republic of Lithuania in accordance with the procedure established by the laws of the Republic of Lithuania.

XI. CHAPTER
FINAL PROVISIONS

11.1. In the Rules, if the context so requires, the words in the singular may also include the plural and vice versa

Annex No. 1 to
the Rules for Providing the Service at
Vilnius Intermodal Terminal

AB LTG Infra
Infrastructure Services
Intermodal Terminals
Vilnius Intermodal Terminal

ORDER FORM FOR INTERMODAL LOADING OF MTU AND GROUPS OF WAGONS

_____ 202_____ No _____

Railway Undertaking placing an order _____
(*name*)

Contact person at the Railway Undertaking _____
(*position, name, surname, telephone, email*)

The Agreement based whereon an order is placed _____.
(*date, number*)

No.	***Loading Order type No.***	***Platform No. (insert when MTU arrive/depart by rail)***		***MTU No.***	***MTU type***	***Quantity of load (kg, pcs, pallets)***	***Dangerous load (indicate yes/no)***	***Seal yes/no, No.***	***Vehicle make, model, licence plate No., trailer licence plate No. (if any), driver's employer name, driver name, surname, tel. No.***	***Date and preliminary time of arrival***	
		To be completed in all cases	***To be completed when ordering service No. 1.1***							***Platforms Nr.1/Nr.2***	***Motor transport No.***
1.											
...											

<u>Note.</u> Loading Order type No. to be included from the list of intermodal loading of MTU and groups of wagons.

<u>Order placed by:</u> _____
(*name, surname, signature of the Railway Undertaking's representative*)

LIST OF INTERMODAL LOADING OF MTU AND GROUPS OF WAGONS

No.	Name
	Intermodal loading of MTU and groups of wagons:
1.1.	MTU reloading from the railway platform onto the railway platform
1.2.	MTU reloading from the railway platform onto the vehicle platform
1.3.	MTU reloading from the vehicle platform onto the railway platform
1.4.	MTU unloading from the railway platform onto the ground for up to 15 days' free storage and loading from the ground onto the vehicle/railway platform
1.5.	MTU interchange on the railway platform

Annex No. 2 to
the Rules for Providing the
Service at Vilnius Intermodal
Terminal

AB LTG Infra
Infrastructure Services
Intermodal Terminals
VILNIUS INTERMODAL TERMINAL

Order No. _____/Date _____

CERTIFICATE OF DELIVERY AND ACCEPTANCE OF MULTIMODAL TRANSPORT UNITS ENTERING/LEAVING*

_____
(*position, name, surname of the Railway Undertaking's representative*)

on the _____ day of _____ 202___ at hh:mm delivers/accepts* the multimodal transport units entering/leaving* by _____ vehicle,
(vehicle make and model)

licence plate No. _____, trailer licence plate No._____.

1. Multimodal transport units delivered/accepted*:

Number of multimodal transport unit	Type and size in feet	Seal number (if a multimodal transport unit is sealed)

2. Damages caused to accepted/delivered multimodal transport units* have been undetected/detected*:

Number of a damaged multimodal transport unit	Defects			Notes regarding defects
	WHAT	WHERE	HOW	

TRANSFERRED BY: _____ (name, surname)

VERIFIED BY: _____ (name, surname)

ACCEPTED BY: _____ (name, surname)

* Cross out unnecessary
NOTE. Upon identification of defects of a multimodal transport unit the table is completed. The defect codes table is given in page 2.

The defect codes:

WHAT	WHERE	HOW
01 – wall	01 – rear	01 – removed
02 – roof	02 – left rear	02 – worn-off
03 – coupling	03 – left centre	03 – dented
04 – curved corner	04 – left front	04 – hole
05 – insulation	05 – top	05 – hit
06 – cooling/heating equipment	06 – right rear	06 – lost
07 – floor	07 – right centre	07 – defective
08 – rail	08 – right front	08 – twisted
09 – frame	09 – bottom	09 – loose
10 – doors	10 – front	10 – temporarily repaired
11 – door lock	11 – all sides and roof	11 – leaking
12 – wall		12 – bent
13 – seal		13 – deformed
14 – tent		14 – scratched
		15 – damaged
		16 – minor dents

Annex No. 2 to
Vilnius Intermodal Terminal
Service Agreement

Service Delivery Schedule

No.	**Year** [dd-mm-yyyy]	**Week No.** [1, 2-5,... 52]	**Week's day** [I, II...VII]	**Time to deliver the Service** [hh:mm – hh:mm]
1.				
2.				
...				