APPROVED
by Order No. ĮS(INFRA)-115/2022
of the General Director
of AB "LTG Infra"
of 5 August 2022

(TYPICAL FORM OF THE CONTRACT FOR THE PROVISION OF SERVICES AT THE KAUNAS INTERMODAL TERMINAL FOR THE 2022-2023 SERVICE TRAIN SCHEDULE PERIOD)

CONTRACT FOR THE PROVISION OF SERVICES AT THE KAUNAS INTERMODAL TERMINAL

_____ 20__ No.
Place of conclusion of the contract

[*Specify the name of the legal entity*], legal entity code *[indicate the legal entity code]*, represented by *[indicate the position, name, surname of the representative]* acting in accordance with the *[indicate the document on the basis of which the person is acting]* (hereinafter – the **RSF Operator** *(operator of the railway service facilities)*), and **[indicate the name of the legal entity]**, legal entity code *[indicate the legal entity code]*, represented by *[indicate position, name, surname]*, acting in accordance with the *[indicate the document on the basis of which the person is acting]* (hereinafter – the **Railway Company**), hereinafter collectively referred to as the "Parties", and each separately – the "Party", have concluded this contract for the provision of services at the Kaunas Intermodal Terminal (hereinafter referred to as the "Contract").

I. SUBJECT MATTER OF THE CONTRACT

1.1. The **RSF Operator** undertakes, in accordance with the procedure established in the Contract, to provide the **Railway Company** with the intermodal loading and storage services of multimodal transport units (hereinafter referred to as MTUs) and groups of wagons (both services together hereinafter are referred to as the Loading/Storage Services) in accordance with the Loading/Storage Services order and the schedule of Loading/Storage Services submitted by the **Railway Company** (Annex No. 2 of the Contract), and the **Railway Company** undertakes to pay for the services provided in accordance with the procedure established in the Contract.
1.2. The services ordered by the **Railway Company** are provided at the *Kaunas Intermodal Terminal, located at Palemono str. 78, Kaunas* (hereinafter – the place of provision of the Services).

II. OBLIGATIONS, RIGHTS AND DUTIES OF THE PARTIES

2.1. The rights and obligations of the Parties are stipulated in the rules for intermodal loading and storage of multimodal transport units and groups of wagons at the Kaunas Intermodal Terminal (hereinafter – the Rules) (Annex No. 1 of the Contract).
2.2. The **Railway Company** or its authorized representatives have the right to submit an order for the Loading/Storage Services **RSF Operator** in accordance with the procedure set forth in the Rules.

III. PRICE AND BILLING FOR THE SERVICES

3.1. The Loading/Storage Services provided and their fixed rates are publicly announced on the website of the **RSF Operator** at https://ltginfra.lt/konteineriu-terminalu-paslaugos. The Loading/Storage Services are paid according to the publicly announced rates or the rates specified in the offer of the **RSF Operator**, if such was provided. The rates do not change during the execution of the Contract, except for the cases provided for in Clause 3.3 of the Contract.
3.2. The maximum volumes of the Loading/Storage Services are indicated in the Annex No. 2 to the Contract.[1]
3.3. The **RSF Operator**, having changed the rates and/or the Rules for the Loading/Storage Services in accordance with the procedure established by legal acts, publicly announces them on the **RSF Operator**'s website at https://ltginfra.lt/konteineriu-terminalu-paslaugos and informs the **Railway**

[1] If a (public) procurement contract is concluded, the maximum price of the Contract is EUR *[specify the price]* including VAT (if applicable). The service can be purchased within the maximum price of the Contract.

Company about this in writing no later than 60 (sixty) calendar days before the start of the new rate application. In the event that the **Railway Company** does not inform the **RSF Operator** in writing about the wish to terminate the Contract and does not submit a statement regarding the unilateral termination of the Contract due to the changed rates and/or Rules, the Contract will continue to be executed according to the changed rates and/or Rules. The notification by the **RSF Operator** regarding the change in rates and/or the Rules will be considered a proper and sufficient notification, equivalent to a bilateral agreement between the Parties regarding the amendment of the Contract, and a separate amendment to the Contract shall not be concluded.

3.4. Settlements for the provided Loading/Storage Services are carried out according to the value added tax (hereinafter – VAT) invoice submitted to the **Railway Company** by the **RSF Operator**.

3.5. The **RSF Operator**, who has provided Loading/Storage Services, no later than within 5 (five) working days after the end of the reporting calendar month, submits a VAT invoice for the total amount of Loading/Storage Services provided during the reporting month to the **Railway Company** by e-mail *[specify the e-mail address]* or by other electronic means, or by using the information system "E. invoice" The issued VAT invoice is equated to the acceptance-transfer act of properly provided Loading/Storage Services.

3.6. The **Railway Company** shall pay the **RSF Operator** for the provided Loading/Storage Services within 30 (thirty) calendar days from the date of receipt of the VAT invoice in accordance with the procedure established in the Contract.

3.7. The VAT invoice issued by the **RSF Operator** must comply with the requirements of the legal acts of the Republic of Lithuania. The issued VAT invoice must additionally include the VAT payer code of the **RSF Operator**, Contract number and date.

3.8. The **RSF Operator** issues a VAT invoice for the Loading/Storage Services provided during the reporting month in accordance with the rates stipulated in the Contract, adding VAT calculated according to the VAT rates valid on the date of issuing the VAT invoice (if applicable) for the Loading/Storage Services.

3.9. All bank expenses related to the financial operations of the Railway Company in the bank and fees charged by other banks are paid by the Railway Company.

IV. VALIDITY OF THE CONTRACT

4.1. The Contract enters into force upon the signing of the Contract by the Parties and is valid for the period of validity of the 2022-2023 service train schedule, and the financial obligations remain until the Parties have fully settled with each other.

V. TERMINATION OF THE CONTRACT

5.1. The Contract may be terminated only by agreement of the Parties, except for the cases specified in Clauses 5.2 and 5.3 of the Contract.

5.2. The **Railway Company** has the right to terminate this Contract unilaterally, out of court, if:

5.2.1. A judicial or extrajudicial bankruptcy, restructuring, liquidation procedure has been initiated in relation to the **RSF Operator**;

5.2.2. The **RSF Operator** does not provide the Loading/Storage Services in accordance with the procedure stipulated in the Contract;

5.2.3. It does not agree with the changed rates and/or Rules for the provision of the Loading/Storage Services and notifies the **RSF Operator** in writing no later than 60 (sixty) calendar days before the start of application of the new rates for the Loading/Storage Services and/or Rules;

5.2.4. Termination of the Contract is established in the legal acts regulating (public) procurements;

5.2.5. When the Government of the Republic of Lithuania, in accordance with the procedure established by the Law on the Protection of Objects Important for Ensuring the National Security of the Republic of Lithuania, adopts a decision confirming that the Contract does not meet the interests of national security.

5.3. The **RSF Operator** has the right to terminate this Contract unilaterally, out of court, if:

5.3.1. A judicial or extrajudicial bankruptcy, restructuring, liquidation procedure has been initiated in relation to the **Railway Company**;

5.3.2. The **Railway Company** does not comply with the obligations stipulated in the Contract.

5.4. When there are circumstances and grounds provided for in Clauses 5.2 and 5.3 of the Contract, this Contract is terminated in accordance with the following procedure: the Party terminating the Contract unilaterally, out of court, terminates the Contract before the deadline by

notifying the other Party in writing 7 (seven) calendar days before. The term of the notice of termination of the Contract starts counting from the day of receipt of the notice.
5.5. If the Contract is terminated before the deadline, the **Railway Company** undertakes to pay for the Loading/Storage Services provided within 10 (ten) calendar days from the receipt of the notice of termination of the Contract according to the VAT invoice submitted by the **RSF Operator**.
5.6. Termination of the Contract does not release the Parties from the proper fulfillment of contractual obligations that arose before its termination.
5.7. Termination of the Contract does not eliminate the right to demand compensation for losses caused by the non-fulfillment of the contract and damages.

VI. APPLICABLE LAW AND DISPUTE RESOLUTION PROCEDURE

6.1. The laws and other legal acts of the Republic of Lithuania apply to the Contract and all rights and obligations arising from the Contract. The Contract is concluded and must be interpreted in accordance with the law of the Republic of Lithuania.
6.2. Any disagreements or disputes arising between the Parties regarding the Contract shall be resolved by mutual agreement (negotiations). If the Parties fail to reach an agreement, any disputes, disagreements or claims arising from the Contract or related to it, its violation, termination or validity, not resolved by agreement of the Parties, shall be resolved in the courts of the Republic of Lithuania in accordance with the procedure established by the laws of the Republic of Lithuania.

VII. OTHER TERMS AND CONDITIONS

7.1. Annexes to the Contract are an integral part of the Contract. Amendments and additions to the Contract are valid if they are made in writing and signed by the Parties, except for the cases provided for in Clause 3.3 of the Contract.
7.2. The names of the sections of the Contract are used only for convenience and have no influence on the content of the provisions of the Contract, the interpretation of the Contract or its individual provisions.
7.3. The **Railway Company** declares that it *is/is not (delete unnecessary)* considered associated with the **RSF Operator** according to the valid legal acts of the Republic of Lithuania (Value Added Tax Law of the Republic of Lithuania, Profit Tax Law of the Republic of Lithuania, Personal Income Tax Law of the Republic of Lithuania, etc.).
7.4. 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) and other legal acts regulating the processing of personal data and their protection.
7.5. When concluding and executing this Contract, the **RSF Operator** collects, uses, stores and otherwise processes the personal data of the employees and/or authorized representatives of the **Railway Company** for the purpose of concluding and executing the Contract, fulfilling the duties of the **RSF Operator** provided for in the current legal acts, and for other purposes that meet the requirements of the legal acts.
7.6. Each Party must inform its employees about the processing of their personal data carried out by the other Party in accordance with the requirements of 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) and provide supporting evidence at the request of the other Party. A Party that does not fulfill or improperly fulfills the obligations provided for in this clause must compensate the other Party for the losses incurred as a result, including, but not limited to, fines and/or other monetary sanctions imposed by state authorities.
7.7. The Contract is concluded in the Lithuanian language, in two copies with equal legal force, one for each Party to the Contract.

VIII. ANNEXES TO THE CONTRACT

8.1. Annex No. 1 – Rules for intermodal loading and storage of multimodal transport units and groups of wagons at the Kaunas Intermodal Terminal, 7 sheets.
8.2. Annex No. 2 – Schedule of the Loading/Storage Services, 1 sheet.

IX. DETAILS OF THE PARTIES

RSF Operator	**Railway Company**
Specify the details *Position, name, surname* _____ (signature)	*Specify the details* *Position, name, surname* _____ (signature)

The person of Railway Company responsible for the execution of the contract and publication of the contract in the CVP IS: position, name, surname, phone, e-mail; (this item is entered if the legislation governing (public) procurement applies to the Railway Company)

The person of the RSF Operator responsible for the execution of the contract: position, first name, last name, phone number, e-mail address;
To be served to: TVC group (code 27);
Contract owner:

Annex No. 1 to the Contract
for the Provision of Services
at the Kaunas Intermodal
Terminal

RULES FOR INTERMODAL LOADING AND STORAGE OF MULTIMODAL TRANSPORT UNITS AND GROUPS OF WAGONS AT THE KAUNAS INTERMODAL TERMINAL

CHAPTER I
GENERAL PROVISIONS

1.1. The rules for the intermodal loading and storage of multimodal transport units and groups of wagons at the Kaunas Intermodal Terminal (hereinafter – the Rules) establish the procedure and conditions for the provision of intermodal loading and storage services of multimodal transport units – container, semi-trailer or exchangeable body sets (hereinafter – MTUs) and groups of wagons provided at the Kaunas Intermodal Terminal (hereinafter – the KIT) managed by AB "LTG Infra" (hereinafter – the **RSF Operator**) (both services together hereafter are referred to as the Loading/Storage Services).

CHAPTER II
CONCEPTS

2.1. Container – a standard 20-45-feet container designed for the transport of reusable cargo, which ensures the safety of the cargo and is adapted for mechanized loading and unloading.
2.2. Semi-trailer – a trailer of a motor vehicle, coupled to the vehicle in such a way that part of it rests on the motor vehicle and part of its mass, as well as part of the mass of the cargo, falls on the motor vehicle. In these Rules, the concept of a semi-trailer is used in the sense of containers intended for loading/unloading.
2.3. Exchangeable body – a body (capacity) of a unified design for transportation of fastening and hanging cargo, intended for the transportation of cargo cars by road and railway without overloading of cargo in intermediate terminals.
2.4. Loading/storage services – services of intermodal loading of MTUs and groups of wagons and storage of MTUs (15 days free of charge) provided by the **RSF Operator**, when the **Railway Company** delivers MTUs and groups of wagons to the Kaunas Intermodal Terminal.
2.5. The place of provision of Loading/Storage Services is the territory of the Republic of Lithuania at the Kaunas Intermodal Terminal, address Palemono str. 78, Kaunas, Kaunas City.
2.6. In writing – refers to the method of transmission of the message, when the information is transmitted to the **RSF Operator** or the **Railway Company** by signature, sent by post or e-mail.
2.7. Orally – information transferred during a telephone conversation to the contact numbers specified in the Contract.
2.8. Parties – in these Rules, the **RSF Operator** and the **Railway Company** are collectively referred to.
2.9. Ordering intermodal loading and storage services of MTUs and groups of wagons (hereinafter – Loading/Storage Order) – the order of the **Railway Company** provided through the online self-service system of the **RSF Operator**, which can be accessed at https://ltginfra.lt/konteineriu-terminalu-paslaugos, and when the online self-service website is not working or its functionality is insufficient, by sending by e-mail to kit@ltginfra.lt: 1) a duly completed, signed and scanned Loading/Storage Order Form, or 2) all information specified in Clause 3.2 of the Rules specified in the e-mail.
2.10. The order form for intermodal loading and storage of MTUs and wagon groups (hereinafter – the Loading/Storage Order Form) is a document filled out by the **Railway Company** in the form specified in Annex 1 of these Rules, which indicates the information necessary for the provision of Loading/Storage Services.
2.11. Contract – the Contract for the Provision of Services at the Kaunas Intermodal Terminal, these Rules, the rates for the provision of Loading/Storage Services, separately submitted Loading/Storage Orders, other annexes, amendments and additions to the Contract, concluded

between the **RSF Operator** and the **Railway Company.**
2.12. Rates of Provision of Loading/Storage Services – the price of Loading/Storage Services provided, which is publicly announced on the website of the **RSF Operator** at https://ltginfra.lt/konteineriu-terminalu-paslaugos and which the **RSF Operator** follows when providing Loading/Storage Services to the **Railway Company**.
2.13. Working hours – time when Loading/Storage Services are provided on working days: Monday – Friday – from 7:00 a.m. to 10:00 p.m., Saturday – Sunday – from 8:00 a.m. to 7:00 p.m., on holidays – from 8:00 a.m. to 7:00 p.m. in the time of the Republic of Lithuania (+2 GMT). If the working hours specified in this clause are changed, the change is indicated on the website of the **RSF Operator** at https://ltginfra.lt/konteineriu-terminalu-paslaugos, without changing these Rules.

CHAPTER III
PROCEDURE FOR SUBMITTING AN LOADING/STORAGE ORDER

3.1. The **Railway Company**, no later than 1 (one) working day before the execution of the Loading/Storage Order Services, submits the Loading/Storage Order to the **RSF Operator** on Mondays – Fridays until 6:00 p.m., on Saturdays and Sundays – until 5:00 p.m. in the time of the Republic of Lithuania (+2 GMT).
3.2. When submitting the Loading/Storage Order, the following data must be specified:
3.2.1. Railway Company submitting the Loading/Storage Order;
3.2.2. Number and date of the contract on the basis of which the Loading/Storage Order is submitted;
3.2.3. Position, name, phone number and/or e-mail of the **Railway Company** or its authorized representative;
3.2.4. The alphanumeric index of the railway platform (if the MTUs arrive (depart) on railway platform);
3.2.5. The alphanumeric indexes of the MTUs;
3.2.6. Type and length of the MTUs;
3.2.7. MTU cargo quantity in kilograms;
3.2.8. Information on whether MTU cargo is classified as dangerous or non-dangerous, in accordance with the legislation of the Republic of Lithuania and international agreements;
3.2.9. MTU seal No. (if the MTUs are sealed);
3.2.10. The status of customs procedures (if the MTUs arrive (depart) with a customs status);
3.2.11. Brand, model, registration number of the arriving road vehicle, the trailer's registration number, if any (if the MTUs arrive (depart) by road vehicle);
3.2.12. Workplace, name, surname of the driver of the arriving road vehicle, if possible, phone number;
3.2.13. Date and time of arrival of the road vehicle/railway platform;
3.2.14. Start date of storage (the Loading/Storage Order contains the start date of storage; payment for the MTU storage service is applied from the date of arrival of the MTUs to the date of departure of the MTUs).
3.3. When it is expected that the orders for Loading/Storage will be given to the **RSF Operator** by authorized representatives of the **Railway Company**, the **Railway Company** undertakes to grant its representatives the powers that meet the requirements of legal acts and submit them to the **RSF Operator** no later than before the signing of the Contract. The **Railway Company** or its authorized representative, when submitting orders for Loading/Storage, indicates all the data specified in clause 3.2 of the Contract, including the name and surname of the driver who will arrive by road vehicle, giving him (the driver) the right to accept (hand over) the MTUs and sign the acceptance-transfer act in the form approved by the **RSF Operator** (Annex No. 2 of these Rules) (the acceptance-transfer act is drawn up only when accepting (issuing) MTUs arriving (departing) by road vehicle). Information received from the e-mail of the **Railway Company** or its authorized representatives specified in the Contract is considered as sent by the **Railway Company** or its authorized representatives and this fact is not disputed.
3.4. If certain data specified in the Loading/Storage Order changes after the submission of the Loading/Storage Order, the **Railway Company** or its authorized representative Orally informs the **RSF Operator** about the changed data until the moment the Loading/Storage Order is executed.

Oral notification must be immediately followed by a revised written Loading/Storage Order. The order fulfillment status is visible in the Terminal Operating System (TOS) program.

3.5. The Loading/Storage Service is provided only during working hours and according to the schedule for the provision of Loading/Storage Services of the Contract, presented in Annex No. 2 to the Contract.

3.6. The provided Loading/Storage Services cannot exceed the resources specified in clause 3.4.1 of the description of Railway service facilities (2022-2023) “Kaunas Intermodal Terminal”, approved by Order No. ĮS(INFRA)-31/2022 of the General Director of AB “LTG Infra” dated 8 March 2022 “On the approval of the description of railway service facilities”. Loading/Storage Services are provided no later than 12 hours in the time of the Republic of Lithuania (+2 GMT), counting from:

3.6.1. Delivery of MTUs and groups of wagons to the place of provision of Loading/Storage Services;

3.6.2. Arrival of MTUs by road vehicle and signing of the acceptance-transfer act of cars brought (departed) by MTU transport (Annex No. 2 to these Rules) in a form approved by the **RSF Operator**;

3.6.3. Performing customs procedures and submitting documents (if customs procedures are necessary);

3.6.4. Expiration of the circumstances provided for in Chapter IV of these Rules.

3.7. When accepting and issuing the MTUs, the employees of the **RSF Operator** check the information specified in the Loading/Storage Order submitted in accordance with clause 3.2 of these Rules with the actual situation, i.e. the data on the railway platform specified in the Loading/Storage Order submitted by the **Railway Company** or its authorized representative (when the MTUs arrive by rail) and/or the data on the road vehicle are checked, comparing them with the numbers, make, model of the arriving vehicle, data on the MTUs and their seals. After completing all the steps specified in this clause and when the data matches, it is considered that the **RSF Operator** has accepted (issued) the MTUs to the right person. When accepting (issuing) the MTUs in the Loading/Storage Order between the **RSF Operator** and the **Railway Company** or its authorized representative, when the MTUs arrive (depart) by road vehicle, the acceptance-transfer act of multimodal transport units arriving (departing) by car transport is signed, in the form approved by the **RSF Operator** (Annex No. 2 of these Rules). This acceptance-transfer act is drawn up in 2 (two) copies, 1 (one) of which is given to the **Railway Company** or its authorized representative.

3.8. If, during the acceptance of the MTU with cargo, it is determined that the MTU is damaged, the seals are damaged or any other damage is made to the MTU and it is possible to freely access the cargo in it, the MTU is not accepted and the situation is immediately reported to the **Railway Company** Orally and In writing. In this situation, the **RSF Operator** can only accept the MTU with the cargo in accordance with the written instruction given by the **Railway Company** to accept the MTU with the cargo and the confirmation that the **RSF Operator** is not responsible for the quantity and safety of the cargo (goods).

3.9. The Loading/Storage Service, when the **Railway Company** wishes the Container/Exchangeable Body) to be loaded on a car platform, is provided only when the Container/Exchangeable Body is loaded on a road vehicle adapted for this purpose, which has the Container/Exchangeable Body couplings intact. If the **Railway Company** wishes the Container/Exchangeable Body to be loaded on a road vehicle that is not suitable for transporting the Container/Exchangeable Body or in cases where the coupling connections of the Container/Exchangeable Body are damaged, after the **RSF Operator** assesses the possibility of reloading and determines that this reloading will not damage transshipment facilities, transshipment can be carried out upon submission of a written guarantee by the **Railway Company**, which states that the **Railway Company** undertakes to compensate for the losses incurred during transshipment and transportation in the territory of the **RSF Operator** and will not make claims due to improper transshipment on a vehicle not suitable for it and damage caused to this road vehicle during transshipment.

CHAPTER IV
CASES WHEN LOADING/STORAGE SERVICES ARE NOT PROVIDED OR THEIR PROVISION IS SUSPENDED

4.1. Loading/Storage Services for special purpose and sling-loaded Containers are not provided, except in cases where the **Railway Company** coordinates the provision of these services in writing with the **RSF Operator**.
4.2. Loading/Storage Services are not provided if, upon acceptance of the MTU with the cargo, if it is found that the MTU is damaged, the seals are damaged and the cargo in it can be freely accessed, except for the case provided for in clause 3.8 of the Rules.
4.3. Loading/Storage Services are not provided when the **Railway Company** wishes to reload the Container/Exchangeable Body from the railway transport onto a road vehicle that is not suitable for it or onto a vehicle that has damaged coupling connections of the Container/Exchangeable Body, except for the cases provided for in clause 3.9 of the Rules.
4.4. Loading/Storage Services are not provided in the event that there is no possibility to receive them in the MTU parking lots or vehicle parking lots due to a lack of spaces.
4.5. The **RSF Operator** can suspend the provision of Loading/Storage Services if:
4.5.1. The **Railway Company** does not comply with the procedure for submission of Loading/Storage Orders set out in clauses 3.1 – 3.2 of these Rules;
4.5.2. The data of the submitted Loading/Storage Order do not correspond to reality;
4.5.3. The **Railway Company** does not pay on time for the provided Loading/Storage Services in accordance with the procedure specified in the Contract;
4.5.4. The **Railway Company** does not comply with the reasonable instructions of the **RSF Operator**, which are necessary to ensure the legality and safety of the provision of Loading/Storage Services;
4.5.5. There was a failure of the technological devices operated by the **RSF Operator**, used for the provision of Loading/Storage Services;
4.5.6. Complex modernization works of the sites of provision of the Loading/Storage Services are carried out;
4.5.7. In case of wind gusts greater than 16 m/s.
4.6. If the **RSF Operator** suspends the provision of Loading/Storage Services to the **Railway Company** on the grounds set out in clause 4.5, the provision of Loading/Storage Services shall be resumed only after removing the reasons for the suspension of the provision of Loading/Storage Services.
4.7. Before suspending the provision of Loading/Storage Services in accordance with Clause 4.5 of the Contract, or terminating the provision of Loading/Storage Services in the cases provided for in clauses 4.2 – 4.4 of the Contract or due to the fault of third parties, the **RSF Operator** must immediately notify the **Railway Company** or its to the authorized representative who submitted the Loading/Storage Order, specifying the specific reasons for the interruptions in the execution of the Loading/Storage Order, the steps taken to eliminate the interruptions in the provision of Loading/Storage Services and the estimated deadline from which the provision of Loading/Storage Services can continue to be properly performed.

CHAPTER V
OBLIGATIONS OF THE PARTIES

5.1. The RSF Operator undertakes to:
5.1.1. Provide Loading/Storage Services with properly prepared necessary equipment and trained and certified personnel;
5.1.2. Provide Loading/Storage Services in accordance with the Loading/Storage Order submitted by the **Railway Company** within the terms set in clause 3.5 of the Rules;
5.1.3. When providing Loading/Storage Services to the **Railway Company**, comply with the Contract and the legal acts of the Republic of Lithuania, the European Union, regulatory documents and international Contracts of the **RSF Operator**;
5.1.4. Immediately inform the **Railway Company** Orally and In writing, if Loading/Storage Services cannot be provided due to the circumstances provided for in Part IV of these Rules;
5.1.5. Ensure that during the execution of the Contract, the Loading/Storage Services provided by the **RSF Operator** will not pose a threat to national security (applies when the object of the Contract is related to national security);
5.1.6. Immediately inform the **Railway Company** about circumstances arising during the validity of

the Contract, due to which the Contract may not correspond to the interests of national security (applies when the object of the Contract is related to national security);
5.1.7. If the addresses or bank details specified in the Contract change, the **RSF Operator** must notify the **Railway Company** within 3 (three) calendar days from the moment of their change.
5.2. The Railway Company undertakes to:
5.2.1. Comply with the Contract and the legal acts of the Republic of Lithuania and the European Union, regulatory documents of the RSF Operator and international Contracts;
5.2.2. Deliver MTUs and groups of wagons to the place of provision of Loading/Storage Services in the manner specified in these Rules and at the time specified in the Loading/Storage Order;
5.2.3. Grant the necessary authorizations to the representative of the **Railway Company** in accordance with the procedure established in clause 3.3 of these Rules;
5.2.4. In the event of a change in the authorized representatives of the **Railway Company**, immediately, but no later than before the new authorized representative of the **Railway Company** submits the Loading/Storage Order, inform the **RSF Operator** by submitting a new authorization. If the **Railway Company** does not comply with this requirement, it does not have the right to make claims regarding the actions of the **RSF Operator**, carried out based on the last Contract data known to it;
5.2.5. Inform the **Railway Company** and its authorized representatives about the mandatory implementation of legal acts regulating railway traffic safety, employee safety and health, fire safety and other areas in the territory of the Kaunas Intermodal Terminal;
5.2.6. Pay for Loading/Storage Services in accordance with the procedure and terms specified in the Contract;
5.2.7. When using Loading/Storage Services, do not violate the rights and legitimate interests of third parties, the principles of good morals and public order;
5.2.8. Immediately inform the **RSF Operator** if it intends not to use the Loading/Storage Services;
5.2.9. If the addresses or bank details specified in the Contract change, the **Railway Company** must notify the **RSF Operator** within 3 (three) calendar days from the moment of their change;
5.2.10. Carry out the reasonable instructions of the **RSF Operator**, necessary to ensure the legality and safety of the provision of Loading/Storage Services;
5.2.11. Compensate the **RSF Operator** for all reasonable expenses related to the recovery of the debt for the provided Loading/Storage Services;
5.2.12. After refusing the Loading/Storage Services specified in Annex No. 2 to the Rules, pay the amount, which is calculated according to the formula:

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

B – amount to be paid (EUR);
P_D – the time of the refusal of Loading/Storage Services per day, from the beginning of the term of refusal of Loading/Storage Services;
K – Charge for Loading/Storage Services;

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

D – the number of ordered calendar days, from the beginning of the term of refusal of Loading/Storage Services;
X – the number of calendar days until the beginning of the period for refusing Loading/Storage Services;
60 – number of calendar days.

CHAPTER VI
RIGHTS OF THE PARTIES

6.1. The RSF Operator has the right to:
6.1.1. On its own initiative, in the presence of objective grounds, to unilaterally change the rates for the provision of Loading/Storage Services and/or the provisions of the Rules, by publicly announcing them on the website of the **RSF Operator** at https://ltginfra.lt/konteineriu-terminalu-paslaugos, and after informing the **Railway Company** about this In writing no later than 60 (sixty) calendar days prior to the effective date of the changes. A publicly announced notification sent In writing about a unilateral change in the rates and/or provisions of the Rules for the provision of Loading/Storage Services is considered to be a proper notification of the **Railway Company** about the change in the

Contract. It is considered that the **Railway Company** agrees with these changes, if it does not notify the **RSF Operator** that it does not agree with them before the date of entry into force of the changes;
6.1.2. Suspend the provision of Loading/Storage Services in the cases and procedures specified in these Rules and the Contract;
6.1.3. Require the **Railway Company** to reimburse all reasonable expenses related to debt collection.
6.2. The Railway Company has the right to:
6.2.1. Refuse the part of the ordered Loading/Storage Services in Annex No. 2 of the Rules, immediately informing the **RSF Operator** by e-mail intermodalcenter@ltginfra.lt. If the **Railway Compan**y refuses a part of the ordered Loading/Storage Services 60 calendar days before their scheduled provision, the Loading/Storage Services refusal fee is not applicable.

CHAPTER VII
RESPONSIBILITY OF THE PARTIES

7.1. The Parties are responsible for non-fulfilment of the obligations of the Contract in accordance with the procedure established by the legal acts of the Republic of Lithuania.
7.2. The **RSF Operator** is not responsible for cases where damage has been caused to the **Railway Company**, if it was not due to the fault of the **RSF Operator**.
7.3. Cases in which Loading/Storage Services cannot be provided due to non-operation or improper operation of third parties or the **Railway Company** itself are not considered delays in the provision of Loading/Storage Services or improper execution, and the **RSF Operator** does not assume responsibility in such a case.
7.4. The **RSF Operator** is not responsible for the damage caused to the cargo in the **Railway Company**'s MTUs, if it was caused by the following reasons:
7.4.1. Loss of cargo weight or evaporation, failure, rotting or other processes characteristic of cargo failure;
7.4.2. Fire, flood, rebellion, rebellion, natural disasters or actions (inaction) of third parties;
7.4.3. Improper packaging/consolidation of cargo (goods);
7.4.4. Other reasons not related to the actions (inaction) of the **RSF Operator**.
7.5. The **Railway Company** is responsible for the consequences of violations of the laws governing fire and environmental safety, employee safety and health protection that occurred due to its fault.
7.6. The **Railway Company** is responsible for the correctness, completeness and reliability of the information provided in the Loading/Storage Order and undertakes to compensate the **RSF Operator** for losses caused by the violation of this clause.
7.7. If, due to its own fault, the **RSF Operator** is late in providing the Loading/Storage Services within the terms stipulated in clause 3.6 of the Rules, the **Railway Company** has the right to demand 0.1 (one-tenth) per cent of the price of the non-provided Loading/Storage Services, including VAT, for each delayed day.
7.8. In case of violation of the payment terms established in the Contract, the **Railway Company**, upon written demand of the **RSF Operator**, undertakes to pay the **RSF Operator** late payment interest of 0.1 per cent of the amount not paid on time (including VAT) for each delayed calendar day. Late payment interest is calculated until full payment for the Loading/Storage Services provided by the **RSF Operator**.
7.9. The contributions paid by the **Railway Company** are credited in the following order:
7.9.1. In the first place – to cover the expenses incurred by the **RSF Operator**, related to the requirement to fulfill the obligation;
7.9.2. In the second place – to pay late fees;
7.9.3. In the third place – to fulfill the main obligation (to pay for the Loading/Storage Services provided).
7.10. Payment of late interest does not exempt the Parties from the obligation to fulfill the obligations assumed by the Contract.
7.11. The Party, due to the fault of which the other Party suffers losses, must compensate the other Party for all its direct losses, unless otherwise specified in the separate provisions of the Contract.
7.12. Unless otherwise expressly stated in the Contract, none of the Parties shall be liable for compensation of indirect losses to the other Party, including losses due to uncompleted or unfulfilled transactions with third parties.
7.13. The **RSF Operator** is exempted from fulfilling its obligations if the **Railway Company** does not fulfill its obligations under the Contract.

CHAPTER VIII
FORCE MAJEURE

8.1. The Contracting Parties are not responsible for partial or complete non-fulfillment of assumed contractual obligations, if they prove that they have not fulfilled their obligations due to force majeure circumstances.
8.2. The Contracting Party, which cannot fulfill its contractual obligations due to circumstances of

force majeure, must inform the other Contracting Party in writing immediately, but no later than within 3 (three) working days from the date of occurrence or clarification of these circumstances.
8.3. Circumstances of force majeure are considered to be the circumstances specified in Article 6.212 of the Civil Code of the Republic of Lithuania and the rules of 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 “Regarding the approval of the rules for exemption from liability in case of force majeure”. Certificates of confirmation of circumstances of force majeure are issued in accordance with the description of the procedure for issuing certificates of circumstances of force majeure, approved by Resolution No. 222 of the Government of the Republic of Lithuania of 13 March 1997 “Regarding the approval of the description of the procedure for issuing certificates testifying to circumstances of force majeure”.
8.4. The basis for exempting the Contracting Party from liability, which cannot fulfill its contractual obligations due to circumstances of force majeure, arises from the moment of occurrence or clarification of the circumstances of force majeure or, if the notification was not submitted in time, from the moment of submission of the notification. If the Contracting Party does not submit a timely notification or, in the absence of an opportunity to submit a notification, otherwise fails to inform about the impossibility of fulfilling contractual obligations, it must compensate the other Contracting Party for the damage it suffered due to the late notification or because there was no notification.
8.5. If the circumstances of force majeure last longer than 6 (six) months, then any Contracting Party has the right to terminate the Contract by notifying the other Contracting Party 5 (five) calendar days in advance. If after the end of this period of 5 (five) calendar days, circumstances of force majeure still exist, the Contract is terminated and, according to the terms of the Contract, the Parties to the Contract are released from further performance of the Contract.

CHAPTER IX
CORRESPONDENCE

9.1. Correspondence, notices and other information shall be considered duly sent/delivered:
9.1.1. On the same day when they are delivered personally (by 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. The next working day after sending the email or email on the day of receipt of the letter, if the Party confirms the e-mail receiving the letter on the same day.
9.2. The sending of important information and/or urgent actionable information must be communicated Orally and In writing.
9.3. The Contracting Parties correspond in Lithuanian or another agreed language.

CHAPTER X
FINAL PROVISIONS

10.1. In the Rules, where the context requires, the words given in the singular may also have a plural meaning and vice versa.

XI. ANNEXES TO THE RULES

11.1. Annex No. 1 – Intermodal Loading/Storage Order Form for MTUs and groups of wagons, 1 sheet.
11.2. Annex No. 2 – Form of acceptance-transfer act of multimodal transport units, 2 sheets.

Annex No. 1
to the Rules for intermodal loading and storage of multimodal transport units and groups of wagons
at the Kaunas Intermodal Terminal

(INTERMODAL LOADING/STORAGE ORDER FORM FOR MULTIMODAL TRANSPORT UNITS AND GROUPS OF WAGONS)

To Kaunas Intermodal Terminal
of the Infrastructure Services
of Intermodal Terminals
of AB “LTG Infra”
(to choose)

INTERMODAL LOADING/STORAGE ORDER FORM FOR MULTIMODAL TRANSPORT UNITS AND GROUPS OF WAGONS
_____ 202__ No._____

Ordering Railway Company _____
(*name*)

Contact person of the Railway Company _____
(*position, name, surname, phone number, e-mail*)

The contract on which the order is based _____.
(*date, number*)

Serial No.	***Loading order type No.***	***Platform No. (indicate when MTU** Multimodal transport units[†] **arrive/depart by rail)***		***MTU No.***	***MTU type***	***Cargo quantity (kg, units, pallets)***	***The cargo is dangerous (indicate yes/no)***	***Seal is present/is not present, No.***	***Status of customs procedures***	***Vehicle make, model, state number, trailer state number (if available), name of the company in which the driver works, driver’s name, surname, phono No.***	***Arrival date and preliminary time***		***Duration of storage***	
		To be completed in all cases	***To be completed when additionally ordering service No. 1.1***								***Platform No.1/No.2***	***Motor transport No.***	***Storage start date***	***nd of storage date***
1.														
...														

Note. Specify the loading order type No. from the list of intermodal loading and storage of MTUs and groups of wagons.

[†] Multimodal transport units

Order submitted by: _____

(*Name, surname, signature of the representative of the Railway Company*)

LIST OF SERVICES OF INTERMODAL LOADING AND STORAGE OF MULTIMODAL TRANSPORT UNITS AND GROUPS OF WAGONS

No.	Name
	1. **Intermodal loading of MTUs[3] and groups of wagons:**
1.1.	Reloading of MTUs from the railway platform to the railway platform
1.2.	Reloading of MTUs from the railway platform to the car platform
1.3.	Reloading of MTUs from the car platform to the railway platform
1.4.	Unloading of MTUs from the rail/car platform to the site and loading of the MTUs from the site to the rail/car platform
1.5.	Interchange of MTUs on the railway platform
	2. Storage of MTUs:
2.1	MTU storage at the terminal parking lot – free storage for 15 days, from the 16th day the rate determined by the storage service of the Multimodal Transport Unit starts to be applied.

3

Annex No. 2
to the Rules for intermodal loading and storage of multimodal transport units and groups of wagons at the Kaunas Intermodal Terminal

KAUNAS INTERMODAL TERMINAL OF THE INFRASTRUCTURE SERVICES OF INTERMODAL TERMINALS OF AB "LTG INFRA"

ACCEPTANCE-TRANSFER ACT OF MULTIMODAL TRANSPORT UNITS

No.	Vehicle registration No.	Trailer No.	Carrier	Driver

Date and time of arrival: _____

Transfers multimodal transport unit(s):

Multimodal transport unit number	Type and size in feet	Service	Seal number *(if the multimodal transport unit is sealed)*	Owner

Identified damage of transferred multimodal transport units:

Number of the damaged multimodal transport unit	Shortcomings			Notes on shortcomings
	WHAT	WHERE	HOW	

Date and time of departure: _____

Accepts multimodal transport unit(s):

Multimodal transport unit number	Type and size in feet	Service	Seal number *(if the multimodal transport unit is sealed)*	Owner
	Arrival order No.	*Date and time of arrival at the terminal*	*Carrier*	*Vehicle registration No.*

No damage of the transferred multimodal transport units was identified.

RSF Operator

_____

_____
Signature

Car driver

_____

_____
Signature

Defect codes:

WHAT	WHERE	HOW
01 – the wall	01 – the end	01 – demolished
02 – the roof	02 – left end	02 – worn out
03 – connection	03 – left middle	03 – imprinted
04 – bent corner	04 – left front	04 – a hole
05 – isolation	05 – the top	05 – obstructed
06 – refrigeration/heating equipment	06 – right end	06 – lost
07 - the floor	07 – right middle	07 – broken down
08 – crossbar	08 – right front	08 – twisted
09 – frame	09 – bottom	09 – loose
10 – the door	10 – front	10 – temporarily repaired
11 – door lock	11 – all sides and roof	11 – leaky
12 – the wall		12 – bent over
13 – seal		13 – having changed the form
14 – awning		14 – scratched
		15 – damaged
		16 – small dents

Annex No. 2
to the Contract for the provision of
services at the Kaunas Intermodal
Terminal

Loading/Storage Service Delivery Schedule

Serial No.	**Year** [year-month-day]	**Week No.** [1, 2-5,... 52]	**Week day** [I, II...VII]	**Time of service provision** [hour:minutes - hour:minutes]
1.				
2.				
...				