

## **The Standard Procedure for the Administration of Cargo Claims**

This standard procedure shall be applicable in case when THE EXECUTOR is the Girteka Group UAB directly or indirectly controlled company.

This standard procedure shall be applicable in case of any THE CUSTOMER's claims in relation to THE EXECUTOR regarding the provision of cargo transportation or other related services.

### **PART I**

#### **The actions of the Customer**

1. The Parties agree that should the Customer become aware of the potential claim resulting from the total or partial loss or damage of the cargo the Customer shall be obliged:

1.1 To make the relevant note at the CMR waybill (indicating the exact lost and/or damaged amount of the cargo) and inform the Executor immediately (on same day, however, in any case no later than the next business day) by email or other means of communication agreed by the Parties;

1.2 To take all necessary actions to mitigate the losses, including in case the Customer decides to salvage sale the cargo to coordinate the salvage sale process with the Executor to make sure the best price is extracted;

1.3 To make sure the cargo is available for survey inspection (not to change the delivered cargo condition unless pre-confirmed by the Executor or unless it is urgently necessary for loss mitigation purposes and there is no immediate possibility to get the Executor's confirmation);

1.4. To present the Executor with the written claim letter including the brief definition of the cause of the claim, the claimed amount and accompanied by the supporting documents as soon as possible, however, in any case not later than within the deadlines prescribed by the legal acts.

2. The Parties agree that the aforementioned provisions shall also apply *mutatis mutandis* in case the Customer has any other claims (not related to the cargo loss or damage) to the Executor (for delay in delivery, failure to provide transportation, etc.).

### **PART II**

#### **The actions of the Executor**

1. The parties agree that should the Client's claim be below 10.000 Eur the Executor shall answer the Client's claim within 14 days after receiving (the Executor shall confirm/reject the Client's claim or shall ask for the additional information/documents). Should the Executor ask the Client for the additional information/documents and should the Client provide them the Executor shall evaluate them and answer the Client within 14 days after receiving them.

2. The parties agree that should the Client's claim be above 10.000 Eur the Executor shall answer the Client's claim within 30 days after receiving, however, the Executor shall be entitled to prolong this term if the survey report is needed to answer the Client's claim. In the later case the Executor shall answer the Client's claim within 30 days after the Executor receives the survey report of the surveyors appointed by the Executor's insurer.

## **PART III**

### **The final provisions**

1. Any notifications and claims addressed to the Executor and responses to the Executor's inquiries shall be sent to the Executor's e-mail address and contacts specified in the contract concluded with the Customer, unless the parties agree otherwise.
2. During the claim processing period, the Customer shall not be entitled to unilaterally withhold payments due to the Executor for the services provided and/or shall not set off the claimed amounts against the amounts due to the Executor for the services provided.
3. These terms and conditions of this standard procedure shall prevail over the terms and conditions of the other agreements signed between the Customer and the Executor; should there be discrepancies the provisions of this standard procedure shall prevail.
4. The Executor informs the Customer that while performing the contract concluded with the Customer and/or this standard procedure the Executor will not provide the Customer with information and/or documents that are unrelated to the claim, confidential, or disclosure of which is not possible in accordance with the applicable law.
5. If the Executor becomes aware or suspect of the loss/possible loss or damage/possible damage of the cargo before it is known to the Customer, the Executor shall inform the Customer within 24 hours after the Executor becomes aware.