EFFIMODAL SIA General Terms & Conditions

1. Definitions

ETA: Estimated Time of Arrival. An approximate, non-guaranteed time provided for planning purposes only.

Working Day/Hour: A period from Monday to Friday, 09:00 to 17:00 Eastern European Time (EET), excluding local public holidays.

Form-Fit Loading: A loading pattern where cargo is packed compactly without gaps to form a self-stable unit that does not rely on the trailer's curtains for support.

POD: Proof of Delivery, a document confirming the delivery of the goods.

2. Corporate Responsibility EFFIMODAL's mission is to provide sustainable and reliable logistics solutions ("Less Trucks, More Lanes"). To achieve this, we hold ourselves and our service partners to high standards of ethical conduct, legal compliance, and environmental responsibility, as outlined in our internal Supplier Code of Conduct.

The Customer acknowledges that EFFIMODAL's commitment to quality, safety, and sustainability is a core part of the service provided.

3. Scope and Agreement EFFIMODAL SIA provides transport and logistics services. The commercial details of each order (scope, route, price, payment terms) and a general outline of the planned transport modes are defined in the EFFIMODAL Order Confirmation. All services are exclusively and unconditionally governed by these General Terms & Conditions (GTC).

4. Legal Frameworks for Services
4.1. **Road Transport:** All services for the international carriage of goods entirely by road are performed exclusively under the framework of the Convention on the Contract for the International Carriage of Goods by Road (CMR Convention).
4.2. **Combined Transport (EU):** Where services involve combined transport within the European Union, they are structured and performed in accordance with the framework and definitions set by the EU's Combined Transport Directive 92/106/EEC.
4.3. **Definition of Combined Transport:** For the purpose of these GTC, the term "Combined Transport" or "Intermodal Transport" refers to a service that, at EFFIMODAL's discretion, may include **any combination of transport modes**, including but not limited to, road, rail, sea, and/or ferry transport, to achieve the most efficient delivery. By accepting an order for Combined Transport, the Customer acknowledges and agrees that any of these modes may be used and accepts all corresponding responsibilities as outlined in these GTC (including for liability and packaging).

5. Pricing and Payment
5.1. **Terms:** The price and payment terms are specified in the EFFIMODAL Order Confirmation

and/or the corresponding invoice. In the absence of a specified term, the default payment term is 7 calendar days from the date of the invoice.
5.2. **Proof of Delivery (POD):** As a standard procedure, EFFIMODAL provides digital copies (photo or scan) of the POD. Should the Customer require original hard-copy documents by post, an additional charge of EUR 40.00 per shipment will apply.
5.3. **Payment Obligation:** The Customer's obligation to pay for the service arises upon its completion (delivery of goods) and is not conditional upon the presentation of a signed POD/CMR, in accordance with Article 4 of the CMR Convention. EFFIMODAL may prove service completion by alternative means (e.g., GPS data, correspondence with consignee).
5.4. **Electronic Documents:** The parties agree that electronic documents, including but not limited to, e-CMR, scanned PODs, and electronic invoices, as well as communications via email, shall have the same legal validity and force as their paper originals.

6. Payment Delay
6.1. In the event of late payment, the following reminder system applies:

- **First Reminder:** After 5 days past the due date, no charge.
- **Second Reminder:** After 10 days past the due date, an administrative fee of EUR 10.00 is charged.
- **Final Notice:** After 15 days past the due date, an additional administrative fee of EUR 10.00 is charged.

6.2. From the first day after the original due date until the date of full settlement, late payment interest shall accrue on the outstanding amount at a rate of 24% per annum, calculated on a daily basis. The accrual of interest is independent of the issuance of reminders.
6.3. Unpaid accounts after the final notice may be referred to a collection agency or legal counsel. The Customer will be responsible for any additional collection costs incurred.

7. Liability and Insurance
7.1. **Liability and Governing Conventions:** EFFIMODAL's liability for loss, damage, or delay is strictly limited in accordance with the following conditions:

a) For Point-to-Point Road Transport: When the entire transport service is performed by road, the carriage is governed exclusively by the provisions of the CMR Convention.

b) For Combined or Multimodal Transport: When the transport service involves multiple modes, the applicable legal regime and liability limits are determined segmentally for each leg of the transport chain as follows:

(i) Road Legs: The initial, final, and any intermittent road transport legs are governed by the CMR Convention.

(ii) Rail Legs: The rail transport legs are primarily governed by the CIM Convention (COTIF). In situations where the CIM Convention is not applicable, the relevant national railway laws and/or the UIRR rules shall apply.

(iii) Sea / Ferry Legs: Transport legs by sea or ferry are governed by the Hague-Visby Rules or other applicable maritime conventions.

c) For Other Services: For any services where specific international conventions do

not apply (e.g., warehousing, forwarding), the General Conditions of the Latvian Association of Freight Forwarders (LAFF) shall apply.

The Customer acknowledges and agrees that these conventions and conditions limit the carrier's liability, and these limitations are an integral part of the service agreement.

7.2 **Insurance Coverage**: EFFIMODAL SIA maintains liability insurance that covers our freight forwarding services in accordance with the applicable conventions and regulations. This insurance provides coverage up to specified limits for any one accident or occurrence and in aggregate during the insurance period.

- **EUR 250,000** per accident or occurrence
- **EUR 500,000** in aggregate during the insurance period

7.3 **Geographical Coverage**: The insurance policy covers liabilities within the area of Europe, excluding current and former CIS member countries.

7.4 **Exclusions**: The insurance policy excludes coverage for liabilities arising from the carriage and/or handling of the following items:

- Chewing gum
- Mobile phones, smartphones, laptops, handheld computers, and peripherals
- Personal effects
- Yachts and pleasure craft
- Project Cargo
- Motor vehicles
- Hardware and software
- Tobacco and/or nicotine-based products
- White or any other consumer electronic goods, including TV sets, audio-video equipment
- Fragile goods

8. Customer Responsibilities

8.1. **Sanctions:** The Customer confirms that the goods and involved parties are not subject to sanctions.
8.2. **Cargo Information:** The Customer must provide complete and accurate information on all special cargo requirements, including Legal/Procedural (e.g., T1, SENT, waste permits) and Physical/Handling (e.g., temperature control, fragility). EFFIMODAL is not liable for costs or delays from the Customer's failure to provide this information.

8.3. Packaging and Loading of Cargo

a) Customer's Obligations: The Customer (or the designated sender) is fully

responsible for ensuring the goods are properly packed and correctly loaded into the transport unit. The final securing of the load with the carrier's equipment (e.g., straps) is performed by the driver; however, its effectiveness is directly dependent on the Customer's fulfillment of the obligations below.

b) Requirements for Combined Transport: For transport involving a rail or sea leg, the Customer must ensure:

(i) Robust Packaging: Packaging must be strong enough to withstand multiple handling events and transit without deformation.

(ii) Stable Cargo Units: The goods must be formed into stable, self-supporting units (e.g., properly stacked and wrapped pallets) that will not collapse under their own weight.

(iii) Correct Loading Pattern: The goods must be loaded in a compact, gap-free, and evenly distributed pattern (**"form-fit" loading**). The cargo must not exert pressure on the side curtains or the roof of the trailer.

c) Liability for Non-Compliance: The Customer is fully liable for all consequences and costs arising from a breach of its packaging and loading responsibilities. If at any stage of the transport, a load shift, bulging, or damage occurs due to the **cargo's inherent instability, poor packaging, or an improper loading pattern**, the Customer shall cover all related costs, including but not limited to:

Vehicle downtime and labor for reloading/re-packing.

Penalties imposed by terminal or rail operators.

Repairs for any damage caused to the trailer's interior by the unstable cargo.

d) Securing Equipment: The carrier's vehicle is equipped with a standard set of securing materials which usually includes: 15 lashing straps, 30 plastic corners, 1 cross-bars, and standard trailer planks, the use of which is included in the freight rate.

The Customer is responsible for providing any **additional or specialized** securing materials required for their specific cargo (e.g., anti-slip mats, chains, dunnage bags). The Customer must either provide such materials at the loading site or inform EFFIMODAL of the need for them **prior to the order confirmation**, which may be subject to additional charges.

If the cargo cannot be safely secured with the standard equipment due to the Customer's failure to provide or pre-notify for special materials, any resulting costs, including vehicle downtime or order cancellation, shall be borne by the Customer.

e) Right to Refuse Cargo: EFFIMODAL reserves the right to refuse to carry any goods deemed to be unsafely or inadequately packed/loaded. **In such an event, the refusal shall**

be considered a same-day cancellation by the Customer, and the corresponding compensation fees as per Clause 10.2 shall apply.

9. Risks and Delays in Combined Transport

The Customer acknowledges and accepts the inherent operational risks of combined transport which are beyond EFFIMODAL's direct control. These risks include, but are not limited to:

- **Infrastructure and Congestion:** Delays may be caused by inadequate infrastructure, bottlenecks at ports or rail terminals, and port congestion due to high cargo volumes, labor strikes, or insufficient capacity.
- **Operational Disruptions:** Train or ferry cancellations, rerouting, and other operational issues.
- **Environmental and Seasonal Factors:** Impacts from weather conditions such as heavy snow, floods, or storms.
- **Regulatory and Compliance Risks:** Delays related to customs procedures and compliance with different national regulations.

Given these risks, and in accordance with applicable industry regulations (such as the UIRR rules), **EFFIMODAL shall not be liable for any delays, failures, or associated costs arising from such events. All provided delivery times (ETA) are estimates and not guaranteed.** The Customer acknowledges these risks and is encouraged to mitigate them through additional measures, such as purchasing additional insurance or allowing for flexible delivery timelines in their supply chain planning.

10. Additional Costs
10.1. **Idle Time:** The standard price includes 2 free hours for loading and 2 for unloading. Additional time is compensated based on EFFIMODAL's **direct costs.**
10.2. **Cancellation:** Cancellation on the day of loading incurs a fee to compensate for direct costs incurred, with a **minimum of EUR 150.00.**
10.3. **Additional Stops and Route Deviations:** An extra charge of EUR 50.00 applies for each pre-agreed simple stop along the route that does not involve loading or unloading (e.g., for customs). This fee does not apply to significant deviations such as **additional loading or unloading points**, which require prior notification to and a separate price agreement with EFFIMODAL.

11. Service Performance and Subcontracting

11.1. **Business Model:** The Customer acknowledges and agrees that EFFIMODAL, acting as a freight forwarder and multimodal transport operator, utilizes a network of trusted third-party service providers (subcontractors) to perform parts of the transport and logistics services (e.g., road haulage, terminal operations). The right to subcontract is an integral and essential

part of EFFIMODAL's service model.

11.2. **Right to Subcontract:** Therefore, EFFIMODAL reserves the absolute right to subcontract service performance at its discretion. This right shall prevail over any term in the Customer's purchase order or other documents that purports to forbid or restrict subcontracting.

11.3. **EFFIMODAL's Responsibility:** Notwithstanding the use of subcontractors, EFFIMODAL remains the Customer's primary contractual partner and is responsible for ensuring the overall service is performed in accordance with these GTC and applicable conventions.

11.4. **Claims Handling:** In the event of loss or damage caused by a subcontractor, EFFIMODAL's liability to the Customer will be determined by these GTC and the relevant conventions. EFFIMODAL will manage the claim process against the subcontractor directly responsible for the incident.

12. Confidentiality

12.1. Each party (the "Receiving Party") agrees to keep in strict confidence and not disclose to any third party any commercial, technical, financial, or other information ("Confidential Information") received from the other party (the "Disclosing Party").

12.2. Confidential Information includes, but is not limited to: the terms and pricing of this agreement, information about clients and consignees, routes, and any data marked as "confidential".

12.3. The confidentiality obligation does not apply to information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) is required to be disclosed by law or a competent authority.

12.4. The Receiving Party may disclose Confidential Information to its employees and subcontractors on a "need-to-know" basis for the sole purpose of performing the services, provided they are bound by similar confidentiality duties.

12.5. This confidentiality obligation shall remain in effect during the term of the agreement and for a period of 3 (three) years thereafter.

12.6. Personal data is processed in accordance with applicable data protection laws, including GDPR, and as detailed in our Privacy Policy, available at: https://t9012060749.p.clickup-attachments.com/t9012060749/689b59e4-b4bf-499e-a9f9-8bb9fde3f3ef/Privacy%20Policy%20v.14082025.pdf?view=open

13. Open Market Principle and Freedom to Contract

EFFIMODAL operates on the principle of an open and competitive market. The acceptance of a transport order does not create an exclusive relationship or partnership. Each party remains

free to contract with any other entity, including any shippers, consignees, or other service providers that may become known during the performance of the service. These GTC do not contain any non-circumvention or non-solicitation obligations, and **EFFIMODAL expressly rejects any such restrictions that may be included in a Customer's order or other documents.**

14. Order Cancellation, Inability to Perform, and Termination

14.1. **Cancellation for Convenience (24-Hour Rule):** Either party (the Customer or EFFIMODAL) may cancel a confirmed order without penalty by providing written notice to the other party at least **24 working hours** prior to the scheduled loading time.

14.2. **Late Cancellation by Customer:** If the Customer cancels an order with less than 24 working hours' notice, it shall be considered a same-day cancellation, and the compensation fees as per Clause 10.2 shall apply.

14.3. **Carrier's Inability to Perform (Force Majeure and Operational Events):** EFFIMODAL shall be exempt from liability for failure to perform or for delays caused by events beyond our reasonable control. Such events include, but are not limited to: technical breakdown of the vehicle, road accidents, severe traffic congestion, or delays of preceding transport legs (e.g., train or ferry delays), as well as force majeure events such as pandemics, wars, government restrictions, or natural disasters. In such an event, EFFIMODAL shall inform the Customer as soon as reasonably possible and will endeavor to find an alternative solution in cooperation with the Customer. EFFIMODAL shall not be liable for any of the Customer's consequential losses (e.g., production stoppage) arising from such a situation.

14.4. **Termination for Customer's Breach:** EFFIMODAL may terminate an agreement with immediate effect for a material breach by the Customer (including but not limited to: failure to provide goods, inadequate packaging, failure to pay undisputed invoices for over 30 days, or insolvency).

14.5. **Consequences of Termination:** Termination shall not affect any accrued rights or liabilities of either party.

15. Governing Law and Precedence

15.1. Order of Precedence: In case of conflict, the order of precedence is:

1. These GTC;
2. The EFFIMODAL Order Confirmation;
3. Any other document, including the Customer's purchase order. Any terms from the Customer are expressly rejected.

15.2. Dispute Resolution and Governing Law: This agreement is governed by the laws of Latvia. All disputes shall be settled definitively in the **Court of Arbitration of the Latvian Chamber of Commerce** and Industry in Riga in accordance with its Rules of Arbitration. The number of arbitrators shall be one. The language of the arbitration shall be English.

16. Claims and Contact

16.1. Claims: All claims must be submitted via the designated CLAIMS FORM.

16.2. Contact: For inquiries, contact Ronalds Stupens (ronalds.stupens@effimodal.com).