This edition of the General Terms and Conditions and its annexes shall enter into force as of 15.12.2026.

SEMI-TRAILERS LEASE AGREEMENT
GENERAL TERMS AND CONDITIONS

Article 1. Definitions

1.1. **Insurer** – an insurance company with which the **Lessor**, on the basis of the Agreement, concludes a Property Insurance Agreement and/or a compulsory motor third party liability insurance agreement for owners and operators of vehicles, or any other insurance agreement.
1.2. **Insurance Terms** – the Property Insurance Agreement or any other agreement (including the compulsory motor third party liability insurance agreement for owners and operators of vehicles) which is mandatory under the laws of the Republic of Lithuania or under the agreement of the Parties, and pursuant to which the Lessor, acting as the policyholder, undertakes to pay insurance premiums within the prescribed time limits, and the Insurer undertakes, upon the occurrence of an insured event, to pay insurance indemnity to the owner of the Property as the beneficiary, unless otherwise provided for by law. The essential Insurance Terms shall be specified in an annex to the Agreement.
1.3. **Lessee** – a Party to the Agreement being a legal entity, entrepreneur, or a person engaged in professional activity, whose details are specified in the Special Terms and Conditions.
1.4. **Lessor** – a Party to the Agreement whose details are specified in the Special Terms and Conditions.
1.5. **Agreement** – this Semi-Trailer Lease Agreement, consisting of the Special Terms and Conditions, the General Terms and Conditions, annexes thereto, as well as any agreements on amendments to the Agreement and other related documents.
1.6. **Special Terms and Conditions** – an integral part of the Agreement setting out the individually negotiated and agreed terms with the Lessee. In the event of any discrepancy between the Special Terms and Conditions and other parts of the Agreement, except for the Property Acceptance and Transfer Act and other documents as specified further in this definition, the Parties shall be guided by the Special Terms and Conditions. Where the Property is new and subject to registration in public registers, the year of first registration or manufacture of the Property specified in the Special Terms and Conditions may be clarified in the Property Transfer Act or other documents drawn up after the registration of the Property in the relevant register, and in such case the year of first registration or manufacture of the Property specified in the Property Transfer Act or other documents drawn up after such registration shall prevail over the year specified in the Special Terms and Conditions. The General Terms and Conditions shall apply to any Special Terms and Conditions concluded by the Parties under which one or more semi-trailers are leased.
1.7. **Third Party** – any natural or legal person (including the state or municipalities) who is not a Party to the Agreement.
1.8. **Property** – movable long-term asset(s) owned by the Lessor by right of ownership or held by the Lessor under a hire-purchase agreement, and which the Lessor transfers to the Lessee for possession and use under the terms and conditions set forth in the Agreement.
1.9. **Initial Lease Payment** – the payment specified in the Special Terms and Conditions which the Lessee is obliged to pay to the Lessor.
1.10. **Payment Date** – a specific day of the month indicated in the invoice issued by the Lessor to the Lessee on which the Lessee makes payments under the Agreement.
1.11. **Lease Fee** – the fee payable by the Lessee to the Lessor for the leased Property in the amounts specified in the Special Terms and Conditions and within the time limits set out in the Agreement, consisting of the Initial Lease Payment and a monthly lease fee calculated according to the number of calendar days of use of the Property.
1.12. **Authorised Service Centre** – a legal entity authorised by the Lessor to carry out routine maintenance of the Property, whose employees are trained to properly handle and service the Property. A list of service centers authorised by the manufacturer of the

Property is available on the manufacturer's website at: www.cargobull.com.
1.13. The words "appropriate", "necessary", "immediately", or similar terms used to define persons, time limits, conditions, etc., shall be interpreted in each specific case taking into account the terms of the Agreement and the particular circumstances.
1.14. Where required by the context, words used in the singular in the Agreement shall include the plural and vice versa.

Article 2. Subject Matter of the Agreement

2.1. The Lessor leases one or more semi-trailers (hereinafter referred to as the "Property") to the Lessee, and the Lessee shall use the Property in accordance with this Agreement and shall pay the lease fee in the amount stipulated in the Agreement.
2.2. The technical specifications and registration data of the Property leased under this Agreement are set out in the Special Terms and Conditions of the Agreement (hereinafter referred to as the "Special Terms and Conditions").
2.3. The lease term shall be determined by agreement of the Parties and shall be specified in the Special Terms and Conditions.
2.4. The lease term shall be subject to automatic renewal: the lease term specified in the Special Terms and Conditions shall be automatically extended for the same period, but for not less than three (3) months, until the Agreement is terminated at the request of the Lessee or unilaterally by the Lessor in accordance with Article 9 of the Agreement. Upon automatic renewal of the lease term, the term shall be extended starting from the day following the last day of the lease term, and the Lease Fees, the deductible under the Insurance Terms, and other fees applicable under the Agreement may, at the discretion of the Lessor, be recalculated in accordance with the pricing applicable at that time, and the General Terms and Conditions shall be updated accordingly in accordance with the then applicable (effective) version of the General Terms and Conditions.

Article 3. Rights and Obligations of the Parties

3.1. The Lessor undertakes to:
3.1.1. On the first day of the lease term or, where the Lessor has required payment under Clause 5.3, within one (1) business day from the date on which that payment is credited to the Lessor's bank account, transfer the Property to the Lessee by signing a Property Acceptance and Transfer Act, which shall form an integral part of this Agreement. The Property Acceptance and Transfer Act shall be signed by the Parties by exchanging electronic copies of the act by e-mail (.pdf or another appropriate format). In such case, the Property Acceptance and Transfer Act shall be deemed concluded and shall enter into force at the moment it is signed by the authorised representatives of both Parties and when the Party that signed the Property Acceptance and Transfer Act first receives by e-mail the electronically signed copy of the act from the other Party. Where the Party that signed the Property Acceptance and Transfer Act first sends the electronically signed copy thereof to the other Party and the latter Party fails, within three (3) days, to provide (send to the first Party) a signed Property Acceptance and Transfer Act and fails to submit any comments regarding its content, the Property Acceptance and Transfer Act shall be deemed approved by both Parties upon the expiry of three (3) days from the date of sending the electronically signed Property Acceptance and Transfer Act by the first Party to the other Party. Such signing of the act and exchange of its electronic copy by e-mail shall have the same legal force as an original Property Acceptance and Transfer Act signed by the authorised representatives of the Parties and sealed with the Parties' seals (where applicable). The place of transfer and return of the Property shall be the registered office of the Lessor at **Liepkalnio g. 200F, Vilnius, Lithuania**;
3.1.2. Transfer the Property to the Lessee in a condition fit for proper and safe use;
3.1.3. Immediately eliminate any defects identified at the time of transfer that prevent the use of the Property; such defects shall be remedied at licensed service centers designated by the Lessor, to which the Property shall be delivered by the Lessee. The Lessor shall not

compensate the Lessee for downtime during the elimination of defects. If the elimination of defects takes longer than three (3) days, the Lessee shall, upon request, be granted the opportunity to use other equivalent Property;
3.1.4. At the request of the Lessee, issue a certificate confirming the Lessee's right to use the Property;
3.1.5. Provide the Lessee with the initial information necessary to obtain access to the Property manufacturer's telematics equipment data, to create an account and to conclude an agreement for the use of telematics equipment data.
3.2. The Lessee undertakes to:
3.2.1. Not to pledge, encumber, or otherwise restrict the use of the Property, not to provide it as security, not to transfer it to third parties, not to sublease it, and, without the prior written consent of the Lessor, not to perform any actions as a result of which state or other authorities would acquire the right to seize the Property or restrict its use, and to take all possible measures to avoid any restrictions on the Lessor's rights to the Property imposed by third parties;
3.2.2. Not to carry out any capital repairs, improvements, or reconstruction works on the Property without the prior written consent of the Lessor. Where the Lessor provides written consent to the repair, improvement, or reconstruction of the Property, the Parties shall be obliged to conclude a separate written agreement regulating the restoration of the Property to its original condition and the compensation of any expenses incurred by the Lessor in connection therewith;
3.2.3. To keep the Property in proper condition, to use the Property with due care, solely in accordance with its intended purpose as specified in the technical documentation of the Property and this Agreement; to strictly comply with the technical maintenance and operation requirements established by the manufacturer of the Property; and not to load the Property with materials that may cause damage thereto;
3.2.4. Within the time limits specified in the technical documentation of the Property, to present the Property for the required maintenance and repair works at a Licensed Service Centre designated by the Lessor or the manufacturer of the Property;
3.2.5. To comply with all Insurance Terms and to prevent the occurrence of circumstances that may constitute grounds for the Insurer to refuse to pay the insurance indemnity or to reduce its amount; the Insurance Terms are set out in an annex to the Agreement, and the obligations of the policyholder stipulated therein shall be binding on the Lessee to the extent they relate to the possession and use of the Property;
3.2.6. Upon the occurrence of an insured event, as well as any other event or traffic accident related to the loss, damage, or destruction of the Property, within twenty-four (24) hours, to notify the Lessor in writing (including by facsimile transmission) of the circumstances of the theft, damage, or destruction of the Property and of the actions taken to protect the remaining Property, recover it, or restore it to its original condition;
3.2.7. In cases where part of the insurance indemnity has been paid and, in order to restore the insured sum for the insured events in respect of which the insurance indemnity was paid, the Lessor concludes an additional Property insurance agreement with the Insurer, to reimburse the Lessor for the additional insurance premium paid, unless the Parties agree otherwise;
3.2.8. Upon the occurrence of an insured event, to pay the deductible provided for in the Insurance Terms to the Lessor, which may also be specified in the Special Terms and Conditions, unless the Parties agree otherwise;
3.2.9. To comply with all requirements of the Insurer related to the protection and safety of the Property and the reduction of the risk of loss, damage, or destruction of the Property;
3.2.10. To refrain from any activities prohibited under the Insurance Terms that may entitle the Insurer to terminate the Property insurance agreement, increase insurance premiums, or unilaterally amend the Property insurance terms, and to compensate the Lessor for all losses incurred as a result of the Lessee's failure to comply with this obligation;
3.2.11. Upon the occurrence of an insured event, to represent the interests of the Lessor in negotiations regarding insurance indemnities under the Property insurance agreement and the repair or replacement of the Property; to comply with the Insurance Terms relating to

loss mitigation and notification of the insured event to the Insurer. Upon the occurrence of an event or traffic accident, the Lessee undertakes to provide the compulsory motor third party liability insurance details of the tractor unit towing the Property to the relevant authorities and/or the injured party and to register events or traffic accidents as damage caused by the tractor unit towing the Property, except where, during direct contact with an external object, only the Property (the trailer/semi-trailer used by the Lessee) was damaged.
In the event of failure to comply with or improper compliance with this obligation, the Lessee shall pay the Lessor the administration fee specified in Annex No. 1 to the Agreement (Schedule of Fees and Compensations), which the Parties agree shall constitute appropriate minimum compensation for the Lessor's expenses incurred due to the fault of the Lessee;
3.2.12. From insurance indemnities paid by the Insurer in connection with the loss, destruction, or damage of the Property, the Lessee's outstanding liabilities to the Lessor under this Agreement and other agreements concluded with the Lessor shall be compensated first, and the remaining funds, if the Property can be repaired or restored, shall, at the discretion of the Lessor, be transferred to the Lessee's account for the purpose of repairing or restoring the Property or directly to the person who carried out the repair or restoration of the Property. The Parties expressly agree that insurance indemnities transferred to the Lessee shall be used solely for the repair and/or restoration of the Property. Where the Property is destroyed or recognised by the Insurer as irreparably damaged, the insurance indemnity paid by the Insurer (or the remaining part thereof after deduction of the Lessee's outstanding liabilities to the Lessor under this and other agreements) shall belong exclusively to the Lessor as the beneficiary under the Property insurance agreement and as the owner of the Property, shall not be transferred to the Lessee, and the Lessee shall have no right to claim such amount from the Lessor;
3.2.13. Where the Property is damaged to such an extent that its repair is deemed impracticable, or the Property is lost or destroyed, and the insurance indemnity is insufficient to cover the Lessor's losses (being the difference between the amount paid by the Insurer and the Lessee's overdue payments and other outstanding liabilities under the Agreement (if any), as well as lease fees (future) payable under the Agreement until the end of the lease term, and the total amount of damage suffered by the Lessor as a result of the relevant event), to compensate such losses to the Lessor within three (3) business days from the date of receipt of the Lessor's written notice;
3.2.14. Where the Property is lost, destroyed, or damaged in a manner that is not considered an insured event under the Insurance Terms, or where the Insurer makes deductions (including the deductible), or refuses to pay all or part of the insurance indemnity due to the Lessee's failure to comply with the Insurance Terms or for other reasons not attributable to the Lessor, to compensate the Lessor for the damage caused by such loss, destruction, or damage to the Property within ten (10) calendar days from the date of the relevant notification from the Insurer, together with payment of all overdue payments and outstanding liabilities under the Agreement (if any) and all remaining unpaid lease fees (future) payable under the Agreement until the end of the lease term;
3.2.15. In accordance with the procedure established by the laws of the Republic of Lithuania, to carry out the technical inspection of the Property as a vehicle(s) and to pay all applicable vehicle-related taxes;
3.2.16. Upon the occurrence of a traffic accident for which the Lessee or a third party is at fault, to immediately notify the police authorities of the state where the traffic accident occurred; to take all necessary actions to enable the Lessor to assert claims arising out of the traffic accident or to enable the Lessee to defend against any claims by third parties; any claims for damages by the Lessee against third parties may be asserted only in writing and subject to prior coordination with the Lessor;
3.2.17. To compensate the Lessor for any damage caused to the Property due to the fault of the Lessee that is not covered by the Property insurance agreement;
3.2.18. Not to use the Property for any activities prohibited under the laws of any state in which the Property is used; at the Lessee's own expense, to ensure the preparation of

documents and completion of formalities required under applicable laws to resolve disputes with state authorities regarding restrictions imposed on the Property as a result of the Lessee's violation of legal requirements in that state;
3.2.19. Not to use the Property for the transportation of strategic goods, dual-use goods, or military equipment (as defined in the Law on the Control of Strategic Goods of the Republic of Lithuania and Regulation (EU) No 2021/821), unless the Lessee, having submitted all documents required by the Lessor proving its right to do so (licences, permits, and other mandatory documents issued in accordance with the laws of the Republic of Lithuania), obtains the Lessor's prior written consent to use the Property for the transportation of such strategic goods and/or dual-use goods and/or military equipment. The Lessor's consent shall be granted where the Parties agree in writing on the payment of an additional lease fee;
3.2.20. To use the Property in compliance with the applicable road traffic, registration, operation, and cargo transportation regulations in force in the states where the Property is operated;
3.2.21. To properly use the Property and properly perform technical maintenance thereof, including inspection of individual parts of the Property to ensure their proper fixation, supervision of the Property during loading and unloading of cargo, and to record in documents the registration number of the Property, the name, surname, and address of the operator and driver, as well as the commencement and duration of use in each case of operation of the Property;
3.2.22. When operating the Property, to comply with statutory environmental protection requirements and to immediately inform the Lessor of any environmental damage caused by the Property;
3.2.23. To pay the lease fee in the amount specified in the Agreement on time, as well as other fees provided for in the Special Terms and Conditions or arising under the circumstances specified therein;
3.2.24. To accept the Property by signing the Property Acceptance and Transfer Act; where the Lessor submits the Property Acceptance and Transfer Act to the Lessee by e-mail or via electronic signature systems and the Lessee fails to sign it and/or submit comments within one (1) business day, the Property shall be deemed properly transferred in accordance with the essential information on the condition of the Property specified in the Act on the next business day following the day on which the Property Acceptance and Transfer Act was submitted to the Lessee;
3.2.25. At its own expense, to ensure the protection of the Property;
3.2.26. At its own expense, to cover all operating expenses of the Property, except for expenses specified in the Special Terms and Conditions;
3.2.27. To duly and timely perform all other obligations assumed under this Agreement;
3.2.28. At its own expense, to ensure the completion of activities and formalities required under applicable laws for the importation of the Property into the Republic of Lithuania, including customs clearance, and to pay all taxes and duties related to the importation of the Property into the territory of the Republic of Lithuania, where the place of transfer of the Property to the Lessee specified in the Special Terms and Conditions differs from that provided for in this Agreement;
3.2.29. Upon expiry of the Agreement or early termination thereof, to return the Property to the Lessor in proper condition under a Property Return Act, taking into account normal wear and tear resulting from use of the Property in accordance with its intended purpose and the Agreement, together with all improvements that cannot be separated without causing damage to the Property. Where the condition of the returned Property does not comply with the requirements set out herein, the Lessee shall, at its own expense, eliminate the defects at a manufacturer-authorised service centre or reimburse the Lessor for the costs incurred in eliminating such defects. A one-time fee shall apply to the returned Property for internal and external washing, disinfection, removal and disposal of items left behind, and removal of stickers and adhesive residues, which the Lessee undertakes to pay. The exact amounts of such fees are specified in Annex No. 1 to the Agreement (Schedule of Fees and Compensations). The Lessee agrees that, depending on the actual

condition of the Property and the services required for its cleaning, additional costs related to washing and cleaning of the Property may arise, which the Lessee undertakes to compensate to the Lessor;
3.2.30. Not to remove or conceal the Lessor's name, trademark, or the manufacturer's trademark affixed to the Property;
3.2.31. To use the Property only within the geographical territory of Europe, unless the Lessee obtains the Lessor's prior written consent to use the Property in another territory; such consent shall be granted where the Parties agree in writing on the payment of an additional lease fee;
3.2.32. At the request of the Lessor, to conclude a direct debit agreement under which the lease fee shall be debited directly from the Lessee's bank account;
3.2.33. Based on the initial information provided by the Lessor, independently to create and use access to the telematics data provided by the manufacturer of the Property, including the independent conclusion of an agreement with the manufacturer of the Property regarding the use of telematics equipment data, independent management, downloading, storage, and other disposal of the available data. Where the Lessee fails to independently create an account for the use of the manufacturer's telematics equipment data and to conclude a data use agreement with the manufacturer, the Lessee shall independently assume the risk relating to the availability, retention, and deletion of the telematics data of the Property upon expiry of the period determined by the manufacturer.
3.3. The Lessor shall have the right to:
3.3.1. Directly or through authorised persons, inspect the condition of the Property and the conditions of its operation;
3.3.2. Affix the Lessor's name, trademark, and the manufacturer's trademark to the Property.
3.4. The Lessee shall have the right to:
3.4.1. Use the Property in accordance with its intended purpose. Any products obtained or income generated through the use of the Property shall be the property of the Lessee.
3.5. Sanctions Representation
3.5. The Lessee represents and warrants that neither the Lessee, nor its beneficial owner (i.e. a natural person who, directly and/or indirectly, acting individually or jointly with other persons, is the ultimate owner of the Lessee and/or exercises control over the Lessee or its management and/or exerts significant influence over it), nor any person related to the Lessee and/or its beneficial owner (including their representatives), is subject to, and to the best of the Lessee's knowledge will not become subject to, any sanctions.
For the purposes of this Agreement, Sanctions shall mean any trade, economic, or financial sanctions, embargoes, or other restrictive measures imposed, administered, or enforced by the United Nations Security Council, the European Union, the Republic of Lithuania, the United Kingdom of Great Britain and Northern Ireland, the Government of the United States of America (including the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC)) and/or any authority of the foregoing.

Article 4. Transfer and Return of the Property

4.1. The Property shall be accepted from the Lessor and returned to the Lessor at the registered office of the Lessor at **Liepkalnio g. 200F, Vilnius, Republic of Lithuania**. The Lessee's duly authorised representative shall accept the Property without delay as soon as it is prepared for use in accordance with the Agreement.
4.2. At the time of transfer, the Lessee shall inspect the Property to verify that it has no defects and that all additional equipment and documents are complete. Any claims regarding defects shall be submitted at the time of signing the Property Acceptance and Transfer Act and shall be recorded therein. Where the Lessee fails to indicate defects in the Property Acceptance and Transfer Act, all responsibility related to the elimination of such defects shall rest with the Lessee.
4.3. Unless otherwise agreed in writing, upon expiry of the lease term the Property shall be returned to the Lessor on a business day (Monday to Friday, excluding public holidays or

official non-working days) between 9:00 a.m. and 5:00 p.m. If the Property is returned later than the specified time, the end of the lease shall be deemed to be the business day on which the Lessor's representative is able to commence possession of the Property.
4.4. Upon returning the Property to the Lessor, the Lessee shall, at its own expense, remove any inscriptions or markings affixed to the Property by the Lessee itself or affixed at the Lessee's request by the Lessor or any third party, so that the Property corresponds to the condition in which it was at the time of transfer to the Lessee.
4.5. The Lessee undertakes to return the Property to the Lessor under a Property Return Act, signed by the Lessee's representative, in proper condition and with the same configuration as at the time it was transferred to the Lessee. The Property shall be returned without defects and in technically sound condition, except for normal wear and tear. Where the Lessor submits the Property Return Act to the Lessee by e-mail or via electronic signature systems and the Lessee fails to sign it and/or submit comments within one (1) business day, the Property shall be deemed properly returned in accordance with the essential information on the condition of the Property specified in the act on the next business day following the day on which the Property Return Act was submitted to the Lessee. Any visible defects or discrepancies shall be recorded in the Property Return Act. The Property Return Act shall be signed by the Parties by exchanging electronic copies by e-mail (.pdf or another appropriate format). In such case, the Property Return Act shall be deemed concluded and shall enter into force at the moment it is signed by the authorised representatives of both Parties and when the Party that signed the act first receives by e-mail the electronically signed copy from the other Party. Where the Party that signed the Property Return Act first sends the electronically signed copy thereof to the other Party and the latter Party fails, within three (3) days, to provide a signed Property Return Act and fails to submit comments regarding its content, the Property Return Act shall be deemed approved by both Parties upon the expiry of three (3) days from the date of sending the electronically signed Property Return Act by the first Party to the other Party. Such signing of the Property Return Act and exchange of its electronic copy by e-mail shall have the same legal force as an original Property Return Act signed by the authorised representatives of the Parties and sealed with the Parties' seals (where applicable).
4.6. If, after the signing of the Property Return Act, it becomes apparent that the Property was returned with latent defects that could not be detected during a visual inspection, the Lessor shall, where possible, inform the Lessee thereof. In order to obtain evidence of such latent defects, the Lessor shall have the right to order a technical expert examination. Where latent defects of the Property are identified after its return to the Lessor, the Lessor shall be entitled to choose whether the repair costs are calculated based on the expert opinion or on the actual repair costs incurred. Upon identification of latent defects, the Lessee undertakes to compensate the Lessor for the repair costs incurred and to pay the administration fee specified in Annex No. 1 to the Agreement (Schedule of Fees and Compensations). Repairs shall be carried out using new parts, without applying depreciation.
4.7. Where the Property is returned to the Lessor in a condition that does not correspond to the condition of the Property at the time of its transfer to the Lessee, except for normal wear and tear, the lease fee shall continue to accrue until the date on which the Property is restored to its original condition, but for no longer than thirty (30) days. The Lessor reserves the right to assert other related claims against the Lessee.
4.8. Where the Lessee loses the Property documents, the Lessee shall compensate the Lessor for the costs associated with the issuance of duplicate documents, obtaining new documents, or restoration of the Property documents. The Parties agree that the minimum costs associated with the issuance of duplicate documents, obtaining new documents, or restoration of the Property documents under this Agreement are specified in Annex No. 1 to the Agreement (Schedule of Fees and Compensations). The Lessee agrees that, depending on the specific circumstances of the loss of the Property documents and/or changes in the procedures for issuing documents and the amounts of fees charged by issuing authorities, additional costs related to the issuance of duplicate documents, obtaining new documents, or restoration of the Property documents may arise, which the

Lessee undertakes to compensate to the Lessor.
4.9. Any items, equipment, fuel, or other objects left in the Property at the time of its return by the Lessee shall not be stored by the Lessor and shall be disposed of at the Lessee's expense in accordance with the procedure set out in Clause 3.2.29 of the Agreement.

Article 5. Lease Fee and Settlement Procedure

5.1. The lease fee for the Property shall be calculated for each calendar day of use of the Property and shall be determined by agreement of the Parties and specified in the Special Terms and Conditions or in notices sent by the Lessor regarding automatic renewals of the Agreement in accordance with Clause 2.4 of the Agreement.
5.2. The Lessee shall make payments to the Lessor based on the number of days during which the Lessee uses the Property.
5.3. The Lessee shall pay to the Lessor the stipulated Initial Lease Payment and the Lease Fee for the first current month no later than by the Payment Date indicated in the invoice. The Lease Fee for each subsequent current month shall be paid by the Lessee to the Lessor no later than by the Payment Date indicated in the invoice. The Lessor shall have the right to require the Initial Lease Payment and the Lease Fee for the first current month to be paid before the transfer of the Property.
5.4. Downtime of the Lessee due to a traffic accident during which the Property was damaged, due to confiscation of the Property by public authorities, or due to theft of the Property shall not entitle the Lessee to refrain from paying the Lease Fee. The Lessor reserves the right to assert other related claims against the Lessee.
5.5. Other payments provided for in the Special Terms and Conditions or arising under the circumstances set out in the Agreement, the payment deadlines of which are not separately specified in the Agreement or its annexes, shall be made within five (5) days from the date of submission of the invoice to the Lessee.
5.6. By agreement of the Parties, all invoices under the Agreement shall be issued exclusively in electronic form to the Lessee's e-mail address specified in the Special Terms and Conditions. Upon receipt of the invoices, the Lessee shall, within three (3) business days, verify the accuracy of the information specified therein and notify the Lessor in writing of any discrepancies identified. Any claims of any nature relating to the information specified in the invoices shall be submitted by the Lessee within five (5) business days from the date of receipt of the invoice. Where the Lessee fails to submit claims within the above time limits, the invoice shall be deemed accepted by the Lessee.
5.7. Operating expenses of the Property, except for those specified in the Special Terms and Conditions, shall be borne by the Lessee at its own expense and paid directly to the respective service providers. For this purpose, the Lessee shall enter into service supply agreements with the service providers in its own name.

Article 6. Liability

6.1. The Lessee, as the possessor of the Property, undertakes to comply with all obligations imposed on the policyholder under the Insurance Terms in such a manner that, acting as the possessor of the Property, it shall in all cases duly ensure the protection of the Property and safeguard the interests of the Lessor.
6.2. Where the Property is lost, destroyed, or damaged in a manner that is not deemed an insured event under the Insurance Terms, or where the Insurer pays the insurance indemnity only partially or refuses to pay the insurance indemnity due to the Lessee's failure to comply with the Insurance Terms or for any other reasons whatsoever, the Lessee shall be obliged to pay to the Lessor the administration fee specified in Annex No. 1 to the Agreement (Schedule of Fees and Compensations) and to compensate the Lessor for the losses incurred as a result of such loss, destruction, or damage to the Property within twenty (20) calendar days from the date of occurrence of such event. Where the Lessee fails to perform these obligations or performs them improperly, the Lessee shall additionally be obliged to pay to the Lessor a penalty equal to ten per cent (10%) of the

value of the Property and to perform the aforementioned obligations. The provisions of this clause shall also apply in cases of confiscation of the Property in any state as a result of the Lessee's violation of the legal requirements of that state.
6.3. The Lessee's disagreement with the Insurer's decision not to recognize the loss, destruction, or damage of the Property as an insured event and any subsequent legal disputes shall not release the Lessee from the performance of its obligations under this Agreement.
6.4. In the event of failure to make payments under the Agreement within the prescribed time limits, the Lessee shall pay to the Lessor default interest in the amount of 0.04% (zero point zero four per cent) of the outstanding amount for each day of delay.
6.5. Payment of default interest shall not release the Parties from the performance of their contractual obligations or from the obligation to remedy breaches of the Agreement.
6.6. The Lessee shall be liable to the Lessor for losses incurred in connection with the use of the Property, including, but not limited to, losses arising from improper performance of the Lessee's obligations under the Agreement, including cases where liability arises from the use of the Property as a source of increased danger. Where the Lessee breaches any of the prohibitions or obligations set out in Clause 3.2 of the Agreement, the Lessee undertakes to pay to the Lessor a penalty equal to four (4) Lease Fees, which shall be deemed compensation for the Lessor's minimum losses, and to compensate the Lessor for all losses incurred that are not covered by the said penalty.
6.7. Payments made by the Lessee to the Lessor's bank account shall first be applied to cover interest, administration fees, and penalties, and only thereafter to cover Lease Fees, starting with the invoices that have been overdue for the longest period.
6.8. Where the Lessee delays acceptance of the Property for lease within the time limits specified in the Agreement, the Lessor shall have the right to claim compensation for losses incurred as a result of such inaction by the Lessee, calculated based on the Lessor's lost rental income for the Property.
6.9. Where the Lessee fails to perform routine maintenance of the Property, the Lessor shall have the right to carry out such maintenance on its own initiative but at the expense of the Lessee. Repairs of the Property shall be carried out using new parts, without applying depreciation. Where the condition of the Property deteriorates due to the fault of the Lessee, the Lessee shall be obliged to compensate the losses incurred due to such fault.
6.10. The Lessor shall not be liable to the Lessee and/or third parties for death, bodily injury, or other impairment of health, damage to property, environmental damage, or any other damage arising from the Lessee's use of the Property.
6.11. The Lessee shall be liable to the Lessor for all losses incurred as a result of fines imposed by road traffic supervision authorities or other officials of the Republic of Lithuania or foreign states for violations of road traffic rules, vehicle operation rules, or other legal acts, including violations related to the non-payment of road, city, environmental, or other similar charges, committed during the period in which the Property was under the Lessee's control. Upon receipt of a notification from the relevant authority regarding the imposed fine, the Lessor shall, within the time limit specified in the relevant document, pay the fine in accordance with the procedure set out therein and shall issue an invoice to the Lessee for reimbursement of the paid fine and for the administration fee specified in Annex No. 1 to the Agreement (Schedule of Fees and Compensations). The Lessee undertakes to pay such invoice no later than within five (5) business days from the date of issuance thereof. The Lessee shall not have the right to suspend payment of the fine where the basis for imposing the fine is disputed by the Lessee. The Lessee shall retain the right to apply to the relevant authority for reimbursement of the paid fine where the Lessee proves that the fine was imposed without legal grounds.
6.12. All amounts payable under the Agreement, including administration and other fees, compensations, and penalties, shall be paid by the Lessee to the Lessor within five (5) business days from the date of issuance of the invoice, unless a different specific payment term is provided for in the Agreement.
6.13. Exemption from liability due to force majeure circumstances shall be determined in accordance with the rules and procedures established by the laws of the Republic of

Lithuania.

Article 7. Information and Correspondence

7.1. Notices under the Agreement shall be made in writing and shall be deemed to have been duly delivered when sent by registered mail, e-mail, or by other means enabling proof of dispatch. Where a notice is sent by e-mail, it shall be deemed received by the addressee on the next business day following the date of sending. Where a notice is sent by registered mail, it shall be deemed received by the addressee three (3) business days from the date of dispatch.
7.2. Where either Party changes its details, the other Party shall be informed thereof without delay. A Party shall not be liable for damage incurred by the other Party as a result of the latter's failure to comply with the obligation set out in this clause.

Article 8. Dispute Resolution

8.1. The Parties shall seek to resolve all disputes, disagreements, and claims that may arise between the Parties in connection with the application and interpretation of this Agreement through negotiations, by mutual agreement, and on the basis of cooperation.
8.2. Any disputes arising out of or in connection with the Agreement shall be finally resolved in the competent courts of the Republic of Lithuania according to the registered office address of the Lessor. The Parties agree that the Lessor shall, in all cases, have the right to bring claims against the Lessee before the competent courts of the Republic of Lithuania according to the registered office address of the Lessor; however, this shall not limit the Lessor's right, at its discretion, to bring claims against the Lessee before other competent courts in accordance with applicable international treaties and the laws of other states.
8.3. The Agreement, its interpretation and application, the obligations of the Parties, and all other related matters shall be governed by the laws of the Republic of Lithuania. This provision shall in no way limit or reduce the Lessee's obligations to comply with applicable international treaties and the laws of other states where such requirements apply to the Lessee on other legal grounds.

Article 9. Termination of the Agreement prior to expiry

9.1. The Agreement may be terminated prior to expiry:
9.1.1. By written agreement of the Parties;
9.1.2. At the initiative of the Lessor, upon giving written notice to the Lessee at least five (5) days in advance, where:
9.1.2.1. The Lessee uses the Property in breach of the terms of this Agreement and the laws of the Republic of Lithuania;
9.1.2.2. The Lessee fails to perform its obligations under this Agreement;
9.1.2.3. The Lessee delays payment of the Lease Fee for more than fourteen (14) calendar days;
9.1.2.4. The Lessee, intentionally or through negligence, deteriorates the condition of the Property.
9.1.3. At the initiative of the Lessee:
9.1.3.1. Upon the Lessee giving written notice to the Lessor at least thirty (30) days prior to the last day of the lease term. Where such notice is duly given, the Agreement shall terminate on the last day of the lease term and automatic renewal of the lease term shall not apply.
9.1.4. The Lessor shall have the right or obligation to unilaterally terminate the Agreement with immediate effect from the date of delivery of the notice in accordance with mandatory legal acts governing the application of sanctions and/or where there is a reasonable ground to suspect that sanctions are or may be applicable to any of the persons listed in Clause 3.5 (including attempted circumvention of sanctions), and the Lessee fails to provide

sufficient documentation or other evidence regarding the Lessee's ownership and management structure, business relationships, or other information and documents required under mandatory legal acts governing the application of sanctions.
9.2. Where the Lessee terminates the Agreement or returns the Property prior to expiry of the lease term specified in the Agreement, or where the Lessor terminates the Agreement in the cases provided for in Clauses 9.1.2 or 9.1.4, the Lessee shall pay to the Lessor a penalty for non-performance of contractual obligations equal to three (3) monthly Lease Fees payable under the Agreement for all leased units of the Property.
9.3. Upon expiry of the lease term, termination of the Agreement by the Lessor in the cases provided for in Clauses 9.1.2 or 9.1.4, or termination of the Agreement at the initiative of the Lessee under Clause 9.1.3.1, the Lessee shall lose the right to use the Property from the date of termination of the Agreement. The Property shall be delivered to the Lessor no later than within one (1) business day. Return of the Property shall be confirmed by a Property Return Act. All costs and risks related to transportation, storage, and other matters associated with returning the Property to the Lessor shall be borne by the Lessee.
9.4. Access to the telematics equipment data of the manufacturer of the Property shall remain valid only for the duration of the Agreement. Upon early termination of the Agreement, access to the telematics equipment data of the Property shall terminate.

Article 10. Miscellaneous Provisions

10.1. The Agreement shall enter into force upon its signing and shall remain in effect until full performance of the obligations under the Agreement or its termination in accordance with the procedure set out herein. The Parties agree that the obligations of the Parties specified in Clauses 6.2, 6.3, 6.6, and 6.11 of the Agreement shall remain in force for ten (10) years after the date of termination of the Agreement.
10.2. Relations not regulated by this Agreement shall be governed by the laws of the Republic of Lithuania.
10.3. If any provision of this Agreement becomes contrary to the laws or other normative legal acts of the Republic of Lithuania, this shall not affect the validity of the remaining provisions of the Agreement.
10.4. The terms of the Agreement may be amended or supplemented by written agreement of the Parties, without prejudice to the Lessor's right to unilaterally amend the General Terms and Conditions and its annexes by publishing a new version of the General Terms and Conditions on its website (www.htl.lt) at least thirty (30) calendar days prior to the entry into force of the amended terms, including the lease price (in the case of automatic renewal of the Agreement), and by sending the Lessee a notice of automatic renewal. With respect to specific Special Terms and Conditions and notices of automatic renewal of the Agreement, the version of the General Terms and Conditions in force at the time of signing of the Special Terms and Conditions or at the time of dispatch of the automatic renewal notice to the Lessee shall apply.
10.5. The Lessor shall have the right to assign its rights arising from this Agreement to third parties without the consent of the Lessee. Where such assignment requires re-registration of the Property, the Lessee hereby declares its consent thereto.
10.6. Annexes to the Agreement:
10.6.1. Annex No. 1 – Schedule of Fees and Compensations;
10.6.2. Annex No. 2 – Rules for Determination of Defects;
10.6.3. Annex No. 3 – Insurance Terms.