

SIA "EVOPIPES"
Edition 1.1.2026 / 01.06.2026

SIA "EVOPIPES" GENERAL TERMS AND CONDITIONS FOR THE CARRIAGE OF GOODS

1. INTRODUCTORY PROVISIONS AND DEFINITIONS

- 1.1. These SIA "EVOPIPES" General Terms and Conditions for the Carriage of Goods (hereinafter – the "**Terms**") determine the procedure according to which the carrier of goods by road (hereinafter – the "**Carrier**") performs international and domestic carriage of goods by road on behalf of SIA "EVOPIPES" (hereinafter – the "**Customer**"). The Customer and the Carrier together are hereinafter jointly referred to as the "**Parties**".
- 1.2. These Terms apply to all road carriage operations and related services ordered by the Customer from the Carrier.
- 1.3. The following definitions apply in these Terms:
 - 1.3.1. **Customer** – the limited liability company SIA "EVOPIPES", established and operating in accordance with the laws and regulations of the Republic of Latvia, registration No. 50003728871.
 - 1.3.2. **Carrier** – a merchant providing carriage services by road transport.
 - 1.3.3. **Order** – written instruction issued by the Customer to the Carrier, including by electronic means, to perform a specific carriage of goods, containing the information necessary for the performance of the carriage and a reference to these Terms or the website where they are published.
 - 1.3.4. **Goods** – goods within the meaning of the Law on Carriage by Road of the Republic of Latvia (items tendered for carriage, including products, merchandise, packages, containers, and other items).
 - 1.3.5. **Consignee** – the consignee within the meaning of the Law on Carriage by Road of the Republic of Latvia (the person to whom the Goods are to be delivered at destination pursuant to the contract of carriage).
 - 1.3.6. **Consignor** – the consignor within the meaning of the Law on Carriage by Road of the Republic of Latvia (the person handing over the Goods for carriage).
- 1.4. These Terms constitute an integral part of any transport service agreement concluded between the Customer and the Carrier.
- 1.5. By accepting the Order or commencing its performance, including dispatching a vehicle for loading or accepting the Goods for carriage, the Carrier confirms that it has read, understood and agrees to the application of these Terms to the relevant carriage.
- 1.6. The following order of precedence applies in the event of any conflict between the Order, these Terms, the Convention on the Contract for the International Carriage of Goods by Road (CMR Convention), the Law on Carriage by Road of the Republic of Latvia, or any other applicable mandatory legal provisions: (1) applicable mandatory legal provisions (2) the relevant Order; (3) these Terms. Any rules, tariffs, references, disclaimers, or other unilateral terms published or normally applied by the Carrier do not apply unless expressly accepted in writing by the Customer.
- 1.7. The Parties acknowledge electronic communication (including e-mail, Teams and WhatsApp correspondence) as legally binding and sufficient evidence for the submission and confirmation of Orders and other communication related to the performance of carriage.

- 1.8. The Customer is entitled to amend these Terms at its own discretion. However, the version of the Terms specified in the relevant Order or published at the time the Order was sent are to apply to the respective carriage. Amendments to the Terms do not apply to Orders that have already been accepted, unless otherwise agreed separately by the Parties.

2. PLACEMENT AND CONFIRMATION OF ORDERS

- 2.1. The Customer submits Orders in writing, including electronically (by e-mail, Teams, WhatsApp, or another form of electronic correspondence), specifying the loading and unloading locations, loading and delivery times, Consignee contact information, agreed carriage price, special vehicle or equipment requirements, and other information necessary for the performance of the carriage.
- 2.2. The Order must specify a load number (format: an eight-character alphanumeric combination beginning with "L" followed by seven digits). If the Goods do not have a load number, the Order must specifically indicate that the relevant Goods are without a load number.
- 2.3. A reference to these Terms and the website where they are published is included in the Order. The reference:
"This transportation is carried out in accordance with the General Terms and Conditions for the Carriage of Goods of SIA 'EVOPIPES' (version 1.1.2026), published at: <https://evopipes.com/general-terms-transportation>. By accepting the Order or commencing its performance, the Carrier confirms that it has familiarized itself with the Terms and agrees to their application."
- 2.4. The Carrier must immediately, but no later than before dispatching the vehicle to the loading location, notify the Customer in writing (by e-mail, Teams, WhatsApp, or otherwise) if the Carrier does not agree with the Order or these Terms, is unable to perform the Order, or cannot provide a suitable vehicle, driver, permits, licenses, insurance, or any other prerequisite necessary for performance of the Order. If the Carrier does not object after receiving the Order and commences performance, the Order is to be deemed accepted together with all conditions stated therein and these Terms.
- 2.5. The Carrier may not unilaterally amend the loading or delivery time, route, type of vehicle or other material conditions specified in the Order.
- 2.6. If, after accepting the Order, the Carrier refuses the Order, fails to provide a vehicle, or substantially delays arrival for loading, the Customer has the right to engage another carrier and claim compensation from the Carrier for additional costs and losses incurred as a result.

3. OBLIGATIONS OF THE CARRIER AND ACCEPTANCE OF GOODS

- 3.1. The Carrier must provide a vehicle that is technically sound, clean, and suitable for the relevant Goods. Unless otherwise specified in the Order, the Goods should be transported using a standard 92 m² curtain-sided semi-trailer with a length of 13.6 m, width of 2.48 m, and a height of 2.70 m. The semi-trailer must be accessible from the side, rear, and top.
Cleaning or washing the vehicle or semi-trailer within the Customer's or Consignee's premises is prohibited.
- 3.2. The Carrier must provide and use load securing equipment suitable for the relevant Goods.
- 3.3. When performing transportation services, the driver of Carrier's vehicle must comply with the following requirements:
 - 3.3.1. Laws and regulations in force in the Republic of Latvia, the country of delivery, and transit countries;
 - 3.3.2. Occupational Health and Safety, Security and Internal Regulations applicable within the Customer's warehouse territory and the Consignee's warehouse territory or unloading location;

- 3.3.3. The driver must wear a high-visibility vest (bright yellow or orange) with reflective elements or high-visibility clothing with reflective elements and comply with other requirements established by the Customer and Consignee;
- 3.3.4. Within the Customer's warehouse territory and the delivery location, the driver is strictly prohibited from being under the influence of alcohol, narcotics, or other intoxicating substances. The permissible blood alcohol concentration for the driver is 0.0‰. For control purposes, the Customer or Consignee has the right to carry out a breath alcohol test using a breathalyzer. Refusal to undergo testing may be considered a violation of the Terms.
- 3.4. In the event of non-compliance with Clauses 3.3.2–3.3.4, the Carrier is to, upon the Customer's request, pay the following one-time contractual penalties for each violation:
 - 3.4.1. EUR 100 for violation of Clause 3.3.2;
 - 3.4.2. EUR 50 for violation of Clause 3.3.3;
 - 3.4.3. EUR 500 for violation of Clause 3.3.4.
- 3.5. For unauthorized parking or stopping on Loka Magistrale highway in Jelgava, the Carrier is to, upon the Customer's request, pay a one-time contractual penalty of EUR 100 for each violation.
- 3.6. Payment of a contractual penalty does not release the Carrier from the obligation to compensate the Customer for direct losses exceeding the amount of the respective contractual penalty specified in these Terms.
- 3.7. Upon accepting the Goods for carriage, the Carrier must verify:
 - 3.7.1. The number of Goods units and their compliance with the information specified in the relevant delivery documents;
 - 3.7.2. The external condition of the Goods in order to identify obvious damage or packaging deficiencies.
- 3.8. If the Carrier cannot carry out the inspection or identifies Goods damage, packaging damage, or other discrepancies, the Carrier must immediately notify the Customer.
- 3.9. The Carrier is responsible for proper securing of the Goods in the vehicle in accordance with the Goods specifications and applicable safety requirements in order to prevent movement or damage during carriage.
- 3.10. If there is a risk that delivery of the Goods may be delayed compared to the delivery time specified in the Order, the Carrier must immediately inform the Customer, specifying the reason for the delay and the expected delivery time.
- 3.11. The Carrier cannot reload, unload, transfer the Goods to another person, change the delivery location, use the Goods as security, retain the Goods, or otherwise handle the Goods contrary to the Order without prior written instructions from the customer.
- 3.12. If special security measures are specified for the Goods in the Order or delivery documents (for example, seals, a specific route, parking restrictions, security requirements, GPS tracking, or other Goods security measures), the Carrier must comply with them and immediately report any deviation, theft, or incident to the Customer.
- 3.13. The Carrier is fully liable for the acts and omissions of subcontractors and third parties engaged in the performance of the carriage as for its own acts and omissions.

4. DELIVERY AND HANDOVER OF GOODS

- 4.1. The Goods are deemed delivered and handed over when they have been delivered to the Consignee at the location specified in the Order and the Consignee has signed the delivery documents relating to the Goods.

- 4.2. As confirmation of delivery and handover of the Goods, the Consignee signs the delivery documents relating to the Goods (CMR consignment note, delivery note, etc.) without objections. Confirmation consists of the Consignee's signature, printed name (first name and surname), and the date of handover of the Goods.
- 4.3. If the Consignee has objections regarding the condition of the Goods, damage to the goods, damage to the packaging or discrepancies in the quantity of the Goods, the Carrier must immediately inform the Customer thereof and ensure that all such objections are properly recorded in the delivery documents and, insofar as possible, documented by photographs, video recordings, incident reports or other evidence.
- 4.4. If handover of the Goods to the Consignee is not possible or the Consignee refuses to accept the Goods, the Carrier must immediately request instructions from the Customer and take reasonable measures to preserve the Goods. The Carrier cannot independently leave the Goods unattended or transfer them over to a third party unless expressly instructed to do so by the Customer.
- 4.5. The Carrier only complies with instructions regarding the Goods if the instructions have been issued by the Customer or another person designated in writing by the Customer in the Order or in a separate notice. If the Carrier considers the Customer's instructions to be contradictory, incomplete or unlawful, the Carrier must immediately request clarification from the Customer.
- 4.6. After delivery, the Carrier must immediately, but no later than within 10 (ten) business days, send copies of the delivery documents to the Customer. Originals are to be submitted upon the Customer's request.

5. LIABILITY FOR DAMAGE TO, LOSS OF, AND DELAY IN DELIVERY OF GOODS

- 5.1. The Carrier is liable for total or partial loss of, damage to or destruction of the Goods during the period from acceptance of the Goods until handover thereof to the Consignee in accordance with applicable laws and regulations, the CMR Convention, the Order, and these Terms. The Carrier compensates the Customer for direct damages caused by the Carrier's fault.
- 5.2. If the Goods are damaged during carriage or there is a risk of damage thereto, the Carrier must immediately inform the Customer, specifying the known circumstances and the possible extent of the damage.
- 5.3. The Carrier may not be liable for Goods damage or loss if it proves that such damage has arisen due to fault of the Customer, the Consignor, or the Consignee, hidden defects of the Goods, insufficient packaging or other circumstances beyond the Carrier's control.
- 5.4. Throughout the performance of the carriage, the Carrier must maintain valid carrier's civil liability insurance (CMR insurance in the case of international carriage) with insurance coverage corresponding to the nature of the specific carriage and the potential risks involved. Upon the Customer's request, the Carrier must provide a copy of the valid insurance policy.
- 5.5. The existence of carrier's liability insurance does not limit the Carrier's liability towards the Customer. The Carrier itself bears responsibility for deductibles, insurance exclusions, invalidity of the insurance policy or refusal of the insurer to indemnify losses.
- 5.6. The Carrier is responsible for delivery and handover of the Goods within the time limit specified in the Order. If the delay in delivery has arisen due to the Carrier's fault, the Carrier compensates the Customer for direct losses resulting from the delay in delivery.

6. OBLIGATIONS OF THE CUSTOMER

- 6.1. The Customer ensures timely preparation of the Goods for loading, as well as preparation of all information and documents necessary for the performance of the carriage.
- 6.2. The Customer ensures loading of the Goods, and the Consignee ensures unloading thereof, unless otherwise specified in the Order.
- 6.3. The Customer provides the delivery documents relating to the Goods, unless the Parties have agreed in writing that the relevant delivery documents are provided by the Carrier. The Carrier must verify whether all documents necessary for the carriage have been handed over to it and the Carrier must immediately notify the Customer about any deficiencies in the documentation.
- 6.4. The Customer ensures that the Goods are properly packaged, labeled, and prepared for safe carriage and that the quantity, weight, and other information relating to the goods correspond to the Order.
- 6.5. The Customer pays for duly rendered carriage services within 30 (thirty) days from receipt of the Carrier's invoice unless the Parties have agreed otherwise.
- 6.6. The Carrier's invoice must include the relevant delivery documents confirming performance of the carriage and containing the Consignee's signature, printed name (first name and surname), and the date of handover of the Goods. The Customer is entitled to request resubmission or correction of documents if the submitted documents are incomplete, illegible, or do not contain the necessary information.
- 6.7. The Customer may withhold payment for the relevant Order until complete and accurate documents have been received. If the Customer has claims against the Carrier regarding contractual penalties, damages, undelivered or damaged Goods, missing documents, or other breaches of the Order or these Terms, the Customer is entitled to apply set-off or deductions against amounts payable to the Carrier.
- 6.8. If the Carrier requests additional payment for idle time, waiting time, additional mileage, route changes or other additional expenses, such additional payment would only be due if agreed in writing in advance by the Customer. Claims by the Carrier for payment, reimbursement for additional expenses or other amounts cannot serve as grounds for retention of the Goods, delay in delivery, or withholding of documents.

7. CONFIDENTIALITY AND DATA PROTECTION

- 7.1. All information relating to the Customer's clients, prices, transport routes, load flows, cooperation terms and other commercial information is considered confidential and may not be disclosed or transferred to third parties without the Customer's prior written consent, except where disclosure is necessary for compliance with obligations established by applicable laws and regulations.
- 7.2. The Carrier undertakes to process personal data only to the extent and for the purpose necessary for performance of the carriage, in compliance with the laws and regulations of European Union and the Republic of Latvia in the field of personal data protection, including Regulation (EU) 2016/679 of the European Parliament and of the Council (General Data Protection Regulation).
- 7.3. The Carrier retains documents related to Orders (including electronic correspondence, vehicle and driver identification information and proof of delivery) for at least 3 (three) years after completion of the carriage unless applicable laws and regulations or the relevant Order provide for a longer retention period. Upon the Customer's reasonable request, the Carrier provides copies of such documents.
- 7.4. The Carrier ensures that its employees, subcontractors, and other persons involved are informed regarding the transfer of their personal data to the Customer, the Consignor, the Consignee or other persons involved in the performance of the carriage to the extent necessary for performance of the carriage.

8. SANCTIONS AND COMPLIANCE



- 8.1. The Carrier ensures that neither the Carrier itself nor any officer (including any authorized signatory/procurator), owner or beneficial owner of the Carrier is subject to sanctions (any trade, economic, or financial sanctions, embargoes, or restrictive measures imposed or administered by the United Nations Security Council, the European Union, the Republic of Latvia, the Government of the United States of America (including the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury), any member state of the European Union or the North Atlantic Treaty Organization (NATO), and/or authorities of the aforementioned organisations). The Carrier ensures that its activities comply with the requirements of the Law on prevention of money laundering and terrorism and proliferation financing of the Republic of Latvia and the Law on International and National Sanctions of the Republic of Latvia.
- 8.2. The Carrier undertakes not to engage in bribery, fraud, illegal employment, human trafficking, or other unlawful activities in connection with the performance of Orders.
- 8.3. The Carrier ensures that vehicles, drivers, subcontractors, or routes the use of which would violate applicable sanctions or legal requirements are not used in the performance of the carriage.
- 8.4. If the Carrier identifies or suspects a risk of violation of sanctions or legal requirements, it immediately notifies the Customer and comply with the Customer's reasonable instructions.
- 8.5. In the event of a violation of sanctions or legal requirements, the Customer is entitled to immediately cancel the relevant Order and suspend further cooperation with the Carrier without prejudice to the right to claim compensation for losses.

9. FINAL PROVISIONS

- 9.1. All disagreements and disputes arising between the Parties in connection with these Terms or the performance of the carriage are to first be resolved through mutual negotiations. If the Parties fail to reach an agreement, the dispute is to be adjudicated by the courts of the Republic of Latvia according to the Customer's registered office, insofar as permitted by applicable laws and regulations.
- 9.2. Neither Party is liable for total or partial failure to perform its obligations if such failure results from force majeure circumstances. For the purposes of these Terms, force majeure means event or circumstances beyond the reasonable control of the Parties, which could not have reasonably been foreseen, avoided or overcome, including natural disasters, war, strikes, restrictions imposed by state authorities and other circumstances directly affecting the performance of obligations.
- 9.3. The Party invoking force majeure circumstances must immediately notify the other Party of the occurrence of such circumstances and their possible effect on performance of obligations. The time limit for performance of obligations is to be extended for the period during which the force majeure circumstances exist and objectively hinder performance of the relevant obligations, as mutually agreed by the Parties.
- 9.4. If any clause of these Terms is held invalid or unenforceable, this does not affect the validity of the rest of these Terms. In such case, the invalid or unenforceable clause is to be applied to the maximum extent permissible or replaced by a valid clause that corresponds as closely as possible to the Parties' original intention.