

Riga

XXXX, VAT reg. No.XXXX, represented by its Member of the Board XXXX acting on the basis of the Articles of Association (hereinafter referred to as the "Customer"), on the one hand, and Limited Liability Company "Velokurjers", VAT reg. No. LV40003516205, represented by its Chairman of the Board Oļegs Stojarovs, acting on the basis of the Articles of Association (hereinafter referred to as the "Supplier"), on the other hand, hereinafter jointly referred to as the "Parties", enter into this agreement (hereinafter referred to as the "Agreement") as follows:

### 1. Subject-matter of the Agreement

1.1. The Customer shall order and the Supplier for a specific payment shall fulfil transactions related to the delivery of different shipments (documents, letters, electronic data carriers, packages and other objects) to the Customer's addressee.

### 2. General provisions

2.1. This Agreement is mutual and is concluded by mutual agreement of the Parties.

2.2. The Annex to this Agreement shall be an integral part of this Agreement.

2.3. During the effective period of the Agreement this Agreement and the Annex thereto may be amended in accordance with the procedure laid down in Clause 4.10.

2.4. This Agreement shall determine the relationship, rights, obligations and responsibility of both Parties, when performing the transactions referred to above.

2.5. A transaction shall be deemed to be complete, when the Parties have fulfilled all the actions referred to below:

2.5.1. The Customer has placed an order;

2.5.2. The Supplier has received a shipment from the Customer or the third party specified by the Customer (addressee);

2.5.3. The Supplier, observing all provisions of the Agreement, has received and delivered the shipment as ordered by the Customer;

2.5.4. The Customer has paid for the actions performed by the Supplier in accordance with Clause 5 of the Agreement.

2.6. A shipment shall mean an object or objects (specific documents, letters, electronic data carriers, packages and other objects), which are packed in accordance with provisions of Clause 4.4 of the Agreement and the sizes of which do not exceed one euro pallet (sizes: length 120cm, width 80cm, height 150cm). The Supplier shall guarantee loading and unloading of packages for cargo weighting over 15 kg. A shipment may consist of several parts.

2.7. If a shipment exceeds the conditions specified in the Agreement in terms of volume, weight, quantity or delivery distance or is not packed in accordance with provisions of Clause 4.4 of the Agreement, then a separate agreement should be reached about the service or an additional Agreement should be concluded.

### 3. Transaction execution procedure

3.1. The Customer, on working days from 8:30 to 18:30, using means of communication, orally or otherwise shall notify the Supplier of its wish to order a delivery transaction, specifying the shipment reception address, the shipment address, the shipment weight, volume and nature, specifying the contact person and the phone number of the contact person.

3.2. Having received an order for a transaction the Supplier shall designate a courier for the delivery of the shipment and shall send to the e-mail address and (or) the phone number specified in Clause 13 of this Agreement a link, where the delivery of the shipment can be tracked online, and where additional information is provided: the time, when the order was made, when it was picked, when it was delivered; print name of the recipient, information about the courier, who has delivered the shipment.

3.3. The courier shall receive a shipment and, observing provisions of this Agreement shall deliver the shipment to its addressee.

3.4. The supplier shall fill a special form – delivery note, if necessary, which lists all the information necessary to deliver the shipment.

3.5. The Customer shall settle accounts with the Supplier in accordance with Clause 5 of the Agreement.

### 4. Responsibility, rights and obligations of the Parties

4.1. The Supplier shall guarantee the delivery of any shipment to the addressee specified by the Customer within the time limits set in the annex to this Agreement from the moment, when the Customer has placed the order or when the courier has received the shipment (if the Customer specifies a specific shipment picking time), or within the time limits agreed between the Parties.

4.1.1. If a shipment is not delivered to the addressee within the time limits set in the annex to this Agreement due to the Supplier's fault, then this delivery shall be paid for by the Supplier (except in the cases described in Clause 7 of this Agreement) and the Supplier shall not include the fee for this delivery into the Supplier's invoice.

4.2. Pursuant to provisions of Clause 4.6 the Supplier shall be responsible for safety of the shipment during its transportation.

4.3. The Customer shall be responsible for packing of the shipment, as well as for any damages to the shipment content, if the external packaging of the shipment has been intact during transportation or it has been insufficient.

4.4. Conditions for packing of shipments:

4.4.1. The shipment packaging should be closed, should fully cover the content of the shipment, and its durability should be selected in such a way that throughout the entire shipment transportation (manual transportation and transportation in a vehicle) and sorting (using an automated sorting machine):

4.4.1.1 The packaging of the shipment preserves the content of the shipment;

4.4.1.2 The weight of the content of the shipment or specifically any extensions in its dimensions could not damage the packaging of the shipment;

4.4.1.3 The packaging of the shipment protects the content of the shipment from the load created by a potential fall from 80cm height (on the packaging edge, corner or side);

4.4.1.4 The content of the shipment cannot fall out of its packaging;

4.4.1.5 The content of the shipment cannot be accessed or damaged without previously damaging its packaging;

4.4.1.6 The condition of the packaging of the shipment does not endanger preservation of other shipments.

4.4.2. Additional packaging conditions, when sending fragile and potentially fragile objects:

4.4.2.1 The shipment object should be wrapped in a hard packaging (for example, a cardboard or wooden box);

4.4.2.2 The shipment object should be wrapped in such a way that the content of the shipment does not move inside the packaging;

4.4.2.3 Any free space in the hard packaging around the shipment object should be protected by additional packaging materials (for example, air bubble film, corrugated cardboard, foam plastic, etc.);

4.4.2.4 The shipment object should not touch edges of the packaging (at least 6cm distance from external walls or corners of the packaging is advisable);

4.4.2.5 If it is not allowed to place other shipment on a specific shipment during transportation and relevant message should be placed on it;

4.4.2.6 If several objects are sent in one shipment (package or box), each object should be wrapped separately and separated from other components included in the content of the shipment with spacers or other distance pieces.

4.5. Any damages during transportation shall be stated immediately, when the shipment is received, and an act shall be prepared in three copies, each of which shall be signed by the courier, who has made the delivery, and the recipient of the shipment. The first copy shall be transferred to the courier, the second – to the recipient of the shipment and the third – to the shipper.

4.6. If the amount of losses does not exceed € 50.00 (fifty euro and zero cents), by mutual agreement of the Parties the Supplier shall compensate losses without mediation of an insurance company.

4.7. If the amount of losses exceeds € 50.00, the losses shall be compensated through mediation of an insurance company by concluding an additional agreement.

4.8. If a shipment cannot be delivered to the addressee due to reasons out of control of the Customer or the Supplier, the Supplier shall be liable to inform the Customer thereof and agree on further actions.

4.9. The Supplier may refuse from performance of a transaction, if:

4.9.1. The shipment does not meet the requirements of Clauses 2.6 and 4.4 of the Agreement;

4.9.2. The transaction cannot be physically performed due to other conditions not dependent of the Supplier.

4.10. The Supplier may make amendments to the Agreement and the prices defined in Annex No.1 to the Agreement notifying the Customer thereof one month in advance.

4.11. The Customer shall be entitled to request timely performance of the transaction from the Supplier.

4.12. The Customer shall be entitled to request from the Supplier a compensation of losses or annulment of the order, if the shipment has not reached its addressee in a timely manner due to the fault of the Supplier.

4.13. The Supplier shall be liable to accurately specify the information, which is necessary for the transaction as per Clause 3.1 of the Agreement.

4.14. If a shipment cannot be delivered to the addressee due to the Customer's fault (the direct addressee is not on site, incomplete or erroneous address, etc.), the Customer shall pay the costs of the transaction as well as the costs of return of the shipment.

#### **5. Payment conditions**

5.1. Transaction payment invoices, extra payments and discounts shall be calculated based on the prices defined in the Annex to this Agreement.

5.2. The transaction shall be registered by the Customer and by the Supplier.

5.3. Invoices shall be prepared electronically and shall be valid without signature.

5.4. The extra payment for the preparation of an invoice and the delivery is specified in Annex 1 to the Agreement in section "Additional services".

5.5. Delivery of invoices:

5.5.1. The Supplier shall send a username and a password to the Customer to the e-mail addresses specified in Clause 12 from the e-mail address rekins@velokurjers.lv, which shall be used by the Customer to log in and assess the information section on the Supplier's website. Invoices issued by the Supplier in the last 12 months can be viewed in this section.

5.5.2. When issuing a new invoice, from the e-mail address rekins@velokurjers.lv the Supplier shall send to the Customer to the e-mail addresses specified in Clause 12 a notice about a new invoice attaching the new invoice in \*.pdf format.

5.5.3. If the Customer has not refused to get invoices by post, invoices shall be delivered to the Customer's business address.

5.6. The Supplier shall send an invoice to the Customer for all the transactions made in the previous month (months) until day 10 of the current month.

5.7. If the Customer does not inform the Supplier that the Customer has not received the Supplier's invoice about all the transactions made in the previous month (months) to the e-mail address specified in Clause 12 of the Agreement by day 20 of the current month, the Supplier shall believe that the invoice has been received.

5.8. The Customer shall pay for the transactions made by transferring the money to the bank account specified by the Supplier no later than within 15 days of receiving the invoice.

5.9. For any payment delay the Customer shall pay the Supplier a penalty of 0,5% of the outstanding invoice amount for each day of delay until the day, when the amount of the penalty reaches 10% of the outstanding invoice amount.

#### **6. Confidentiality**

6.1. The Parties undertake not to disclose any information related to this Agreement, the text of this Agreement, Customer's shipments, their content, or any other information about services, operations, profits of the other party, which has become known to them about the other Party during the effective period of this Agreement. The data available on public shall not be considered as confidential information.

#### **7. Force majeure**

7.1. None of the Parties shall be responsible for the non-fulfilment of liabilities under the Agreement, if the failure to fulfil them was caused by force majeure. Force majeure or extraordinary events include: acts of God, accidents, disasters, epidemics, military activities, strikes, internal unrest, blockades, actions of powers and administrative institutions, adoption and entry into force of regulatory enactments, which significantly restrict and affect the rights of the Parties and liabilities undertaken by the Parties, as well as any unexpected emergency or event, which is out of control of the Parties and has not been a result of error or negligence and which could not be avoided by taking proper precautions. The Party affected by force majeure shall inform the other Party thereof immediately. Force majeure shall be proved by the Party referring to it. In case of force majeure, the fulfilment of the Agreement shall be postponed until these circumstances end, but if force majeure exceeds thirty (30) days, any of the Parties may terminate the Agreement immediately by submitting a written notice to the other Party.

7.2. The Supplier shall not be responsible for any delays in the delivery of shipments due to traffic jams or dangerous weather.

#### **8. Disputes and disagreements**

8.1. All the disputes and disagreements between the Parties during the effective period of this Agreement, which cannot be resolved by mutual agreement of the Parties, shall be resolved in a court in accordance with regulatory enactments of Latvia.

#### **9. Other provisions**

9.1. This Agreement enters into effect when signed by both Parties and shall be effective until any of the Parties requests its termination.

9.2. Any of the Parties may terminate this Agreement unilaterally only when it has performed its liabilities under the Agreement in full.

9.3. The Supplier agrees that without the Customer's written permission it will not transfer to third parties any liabilities, claims or rights relating to this Agreement.

9.4. The Parties undertake to inform each other, if:

9.4.1. The Supplier or the Customer change their business or registered address, bank details, contact details, etc.;

9.4.2. The Supplier or the Customer seize their operations or an insolvency application is submitted against them, or they submit such an application themselves.

9.5. This Agreement is concluded in duplicate, both copies having equal legal force, one of which is for the Customer, but the other – for the Supplier.

#### **10. Business address::**

##### **Supplier:**

Business address: Lapeņu iela 7, Rīga, LV-1013

E-mail: velokurjers@velokurjers.lv

Contact phone: 20000041

##### **Customer:**

Business address:

E-mail:

Contact phone:

#### **11. Details of the Parties:**

##### **Supplier:**

SIA "Velokurjers"

VAT reg. No. LV40003516205

Registered address: Viļānu iela 9-12, Rīga, LV-1003

Bank: A/S "SEB Banka"

Code: UNLALV2X

Account: LV14UNLA0002054469186

##### **Customer:**

VAT reg. No.

Registered address:

Bank:

Code:

Account:

#### **12. Email address for invoices**

#### **13. E-mail addresses and (or) phone number for the informative link referred to in Clause 3.2 of the Agreement**

Chairman of the Board of SIA "Velokurjers"

Oļegs Stoļarovs

Member of the Board of XXXX

XXX



### DELIVERY IN RIGA

Weight (kg)	Size (m)	A delivery   0-1 km	B delivery   0-1 km	C delivery (pickup today, delivery tomorrow)	
		Immediately (1-3 h)	In 4 h time	Weight / volumetric weight (kg)	Price
1	0,66	4,00 €	3,50 €	< 0,5	3,00 €
3	0,72	5,00 €	4,50 €	< 1	3,50 €
5	0,90	6,00 €	5,50 €	< 3	4,00 €
10	1,20	7,00 €	6,50 €	< 5	4,50 €
25	1,45	8,00 €	7,50 €	< 10	5,75 €
50	2,00	9,00 €	8,50 €	< 15	7,00 €
100	2,50	10,00 €	9,50 €	< 20	8,25 €
200	3,00	12,00 €	11,50 €	< 25	9,50 €
300	< 1 pallet	14,00 €	13,50 €	< 30	10,75 €
400	< 1 pallet	16,00 €	-	> 30	+0,25 € / kg
700	< 2 pallets	20,00 €	-		
1000	< 3 pallets	24,00 €	-		
1500	> 3 pallets	28,00 €	-		
<b>Price per km after the 1st km:</b>		<b>+ 0,75 € / km</b>	<b>+ 0,50 € / km</b>	-	-

### DELIVERY OUTSIDE RIGA

Weight (kg)	Size (m)	A delivery (immediately)		B delivery (In 4 - 6 h time)	C delivery (Within the Baltic States: on the next working day; Other EU countries: in 4-6 working days time)				
		Outside Riga, Lithuania, Estonia (2-6h)	Other EU countries (12-24h)	Available up to 100 km from Riga	Weight / volumetric weight (kg)	Regions near Riga, Cities	Rest of Latvia, Lithuania, Estonia	Other EU countries	
1	0,66	10,00 € + 0,45 € / km	10,00 € + 0,70 € / km	7,00 € + 0,35 € / km	< 0,5	5,00 €	10,00 €	20,00 €	
3	0,72	10,00 € + 0,45 € / km	10,00 € + 0,70 € / km	7,00 € + 0,35 € / km	< 1	6,00 €	11,00 €	22,00 €	
5	0,90	10,00 € + 0,45 € / km	10,00 € + 0,70 € / km	7,00 € + 0,35 € / km	< 3	6,50 €	12,00 €	24,00 €	
10	1,20	10,00 € + 0,45 € / km	10,00 € + 0,70 € / km	7,00 € + 0,35 € / km	< 5	7,00 €	13,00 €	26,00 €	
25	1,45	10,00 € + 0,45 € / km	10,00 € + 0,70 € / km	7,00 € + 0,35 € / km	< 10	8,25 €	15,50 €	31,00 €	
50	2,00	10,00 € + 0,45 € / km	10,00 € + 0,70 € / km	7,00 € + 0,35 € / km	< 15	9,50 €	18,00 €	36,00 €	
100	2,50	10,00 € + 0,45 € / km	10,00 € + 0,70 € / km	7,00 € + 0,35 € / km	< 20	10,75 €	20,50 €	41,00 €	
200	3,00	12,00 € + 0,45 € / km	12,00 € + 0,70 € / km	9,00 € + 0,35 € / km	< 25	12,00 €	23,00 €	46,00 €	
300	< 1 pallet	14,00 € + 0,45 € / km	14,00 € + 0,70 € / km	11,00 € + 0,35 € / km	< 30	13,25 €	25,50 €	51,00 €	
400	< 1 pallet	16,00 € + 0,55 € / km	16,00 € + 0,80 € / km	-	> 30	+0,25 €/kg	Latvia:	By agreement	
700	< 2 pallets	20,00 € + 0,55 € / km	20,00 € + 0,80 € / km	-			+0,25 €/kg		+0,25 €/kg
1000	< 3 pallets	24,00 € + 0,55 € / km	24,00 € + 0,80 € / km	-					LT/EE:
1500	> 3 pallets	28,00 € + 0,55 € / km	28,00 € + 0,80 € / km	-					+0,50 €/kg

#### COMMENTS:

- Weight and size calculation:**

A and B delivery (size): 1 length (m) + 1 width (m) + 1 height (m).

C delivery (volumetric weight): Length (cm) x height (cm) x width (cm) : 5000. If the parcels' volumetric weight exceeds the weight, the price is charged per the volumetric weight.

- Changes in delivery times:** If the parcel has to be delivered faster than within the standard delivery time shown in the upper table, it has to be agreed with our phone operators at the ordering moment. Length of parcel pickup/delivery time during winter or in bad road conditions (snow, rain, traffic jams) may grow up to 2h for a bicycle courier, up to 3h for a car/van courier. If the delivery is ordered in dates between December 10 and 31, standard delivery times due to the high demand of orders are not guaranteed and before making an order it is necessary to consult our operators about the fastest possible delivery time.

- Insurance**

A and B delivery: up to 5000,00 € per parcel. Valid in the whole of Latvia.

C delivery: up to 520 € per one unit and up to 13000 per whole parcel. An additional insurance is available.

### C DELIVERY ORDERING CONDITIONS

<b>Delivery to addresses outside Riga</b>	If a C delivery parcel has to be delivered at an exact time and day (for example, documentation for tenders, important agreements etc.) or it is impossible to encase it in a package safe enough for sorting by using a conveyer (non-standard, fragile contents), we recommend choosing B delivery within which the parcels are delivered without using the conveyer in the sorting process.
<b>Next-day delivery to other EU countries</b>	A delivery to other EU countries on the next working day is also available. To know an accurate price for such delivery, please write to <a href="mailto:velokurjers@velokurjers.lv">velokurjers@velokurjers.lv</a>
<b>Delivery from other countries (import)</b>	For a delivery from other countries to Latvia an additional charge 5,00 EUR is applied.
<b>Parcel packaging</b>	If the parcel has to be picked up or delivered outside Riga, the client himself is responsible for a safe packaging - it has to be suitable for transportation and sorting by conveyer.
<b>Pickup / delivery locations:</b>	<b>Riga</b> - addresses in whole Riga administrative territory. <b>Regions near Riga</b> - addresses in Ādažu, Babītes, Baldones, Carnikavas, Garkalnes, Inčukalna, Krimuldas, Ķekavas, Mālpils, Mārupes, Olaines, Ropažu, Salaspils, Saulkrastu, Sējas,



	Siguldas, Stopiņu region. <b>Cities</b> - addresses in Jūrmala, Aizkraukle, Alūksne, Balvi, Bauska, Cēsis, Daugavpils, Dobele, Gulbene, Jēkabpils, Jelgava, Jūrmala, Krāslava, Kuldīga, Liepāja, Limbaži, Ludza, Madona, Ogre, Preiļi, Rēzekne, Saldus, Talsi, Tukums, Valka, Valmiera, Ventspils towns. <b>Rest of Latvia</b> – other addresses in Latvia
<b>Maximum weight and size</b>	Maximum length for the longest dimension – 150cm, maximum total length – 300cm. Maximum total length calculation: 2 x height (cm) + 2 x width (cm) + 1 length (cm). If the parcels' total weight is over 30kg and it has to be delivered to an address outside Riga, the price shown in the table is applied only if the weight of one unit does not exceed 30kg. To know the delivery price for parcels with maximum total length exceeding 300 cm and / or weight exceeding 30 kg please write to <a href="mailto:velokurjers@velokurjers.lv">velokurjers@velokurjers.lv</a> .
<b>Ordering time</b>	<u>Parcel preparation and ordering time conditions depending on the parcel pickup address:</u> Riga: working days until 15.00. Regions near Riga / Cities: working days until 12.00. Rest of Latvia: working days until 10.00. Other countries: The courier picks up the parcel from the sender on the next working day after the ordering day. <u>If the pickup address is in Riga and the delivery is ordered after 15.00</u> , it is required to contact our operators about the pickup options on the same day, and in that case an A delivery price from the pickup address to SIA "Velokurjers" office address in Riga, Lapenu street 7 is charged additionally to the C delivery price.

### ADDITIONAL SERVICES AND FEES

Description	Price	
Delivery to any "Latvijas Pasts" parcel terminal in Latvia (weight up to 10 kg, size up to 38x38x58 cm)	4,50 €	
Preparation of bill and sending it to an e-mail	Free of charge	
Preparation of a bill and sending it by a courier or mail	C delivery price	
Invoice (PRP) return service from one address (only documents, given to courier by the receiver during delivery process will be returned to customer)	C delivery price	
Parcel storage in SIA "Velokurjers" warehouse for more than 24 hours (parcels up to 3kg only)	2,00 € / 24h	
Parcel packaging (price depends on parcel size, weight, type) <i>The service is available for C delivery with a pickup address in Riga.</i>	2,00–10,00 €	
Additional charge to the price if the pickup / delivery address is located in Jūrmala special zone and the delivery is ordered in dates between April 1 and September 30	A delivery	2,00 €
	B delivery	1,00 €
	C delivery	0,50 €
Transportation of fragile objects by a bicycle courier (flowers, computers, tableware etc.) <i>The service is available at all addresses within A and B delivery / at addresses in Riga and regions near Riga within C delivery.</i>	2,00 €	
A parcel within C delivery has to be picked up or delivered at a specific time. <i>The service is available at addresses in Riga.</i>	2,00 €	
The pickup or delivery has to be repeated (for example, the sender or receiver is not at the pickup / delivery address, does not answer the phone, the parcel is not prepared for the pickup when the courier arrives etc.)	In Riga	Base charge
	Outside Riga	Base charge + distance charge
Loading charges (If the process of loading or unloading takes more than 2 minutes)	2,00 € / 5 minutes	
Waiting charge (first 10 minutes are free of charge) <i>The service is available at all addresses within A and B delivery / at addresses in Riga and regions near Riga within C delivery.</i>	2,50 € / 10 minutes	
Additional charge applied to the standard delivery price, if a van with a lift is ordered. <i>The service is available for A delivery.</i>	In Riga	+10,00 €
	Outside Riga	+ 0,10 € / km
Delivery outside the working time	06.00-08.00 or 19.00-21.00	3,00 €
	21.00-06.00	8,00 €

### DISCOUNTS

Description	Discount	
Two or more receivers in the same building (additional delivery price) The discount is applied to all A, B and C deliveries in Riga.	1,00 €	
Discount for each delivery ordered by using online clients account <i>The option to print the address label is offered during the delivery registration process</i>	With an address label attached	- 0,50 €
	Without the address label	- 0,20 €
More than one delivery from the same pickup address in Riga ordered at the same time <i>(the discount is applied to each delivery)</i>	- 10%	
A and B there-and-back deliveries <i>(the discount is applied to one way delivery price)</i>	In Riga	- 10%
	Outside Riga	- 75%
If the total sum of the monthly bill exceeds 150,00 EUR without VAT, additional discounts are applied: <i>The discount is applied to the total sum of all A, B and C delivery orders in Riga.</i>	If the sum exceeds 150,00 EUR	- 5%
	If the sum exceeds 300,00 EUR	- 10%
	If the sum exceeds 450,00 EUR	- 15%
	If the sum exceeds 700,00 EUR	- 20%

All prices are shown without VAT

Chairman of the Board of SIA "Velokurjers"

Oļegs Stoļarovs

Member of the Board of XXXX

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