

**SPECIAL CONDITIONS
FOR PROVISION OF FORWARDING SERVICES
IN TERMS OF VALIDATION OF
THE CARGO-RELATED INFORMATION**

1. These Special Conditions shall govern the relations between the Forwarder and the Customer in the course of the Forwarder's fulfillment of its obligation to validate the information and documents supplied by the Customer in relation to the Cargo, including its properties and transport conditions as stipulated by the Federal Law "On Freight Forwarding" (hereinafter, "Data Validation").

In the event that the Forwarder accepts the Cargo, organizational measures to identify items and substances prohibited from or restricted in civil circulation therein shall be carried out by the Forwarder in accordance with the Law of the Russian Federation on transport security.

2. The method to validate any data shall be determined by the Forwarder at its own discretion.

3. The Data Validation may be performed through a variety of means, including:

a) inspection of the Cargo by the Forwarder in a container (for example, during the loading, transportation);

b) Customer's photographic evidence of the Cargo loaded into a container but before sealing (hereinafter, "photographic evidence"), which must be performed pursuant to the Annex to these Special Conditions;

c) Customer's Certificates of Conformity in relation to description and weight of the Cargo;

d) weighting;

e) inspection using X-ray equipment and the olfactory abilities of detector dogs;

f) participation in inspections and analysis of the relevant documents certifying the inspections carried out by the public authorities, freight forwarders or other organizations;

g) a comprehensive analysis of the accompanying, shipping and other documents that validate the data pertaining to the Cargo.

The above-mentioned list of data validation methods is not exhaustive. The Forwarder has the right to carry out any other measures aimed at achieving the objectives of verification based on the actual circumstances, including considering the specifics of contractual relations with the Customer and Services rendering.

4. When opening a container and inspecting the Cargo, the Parties shall be governed by the rules prescribed by the regulatory legal acts and customs applicable to the relevant Transportation Leg, subject to the principles of reasonableness and good faith.

5. If there is a need to validate the data in a manner requiring the Customer to take some actions, the Forwarder shall notify the Customer of the method, term and other requirements to the Data Validation.

The Customer shall provide full cooperation in the Data Validation, including through its representatives, regardless of the place of data validation.

6. In case the data validation detects that the Customer has provided unreliable documents, information or photographic evidence, it may be treated as a false representation or fraud.

7. In the event the Data Validation is performed in a manner requiring no Customer's actions, the Forwarder shall perform the Data Validation using its own resources and without a notice to the Customer.

8. In case of detection of any misrepresentations regarding the Cargo and/or the documents, or any other inconsistencies with the established requirements, including any violations of the provisions of the Contract, the expenses incurred by the Forwarder in connection with the Data Validation shall be compensated by the Customer, including the expenses related to the inspection/screening of the Cargo. Any violations detected in the course of Data Validation shall be remedied by the Customer (if there is a resolution on corrective actions).

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Удалено: 5. If there is a need to perform the Data Verification by means of inspection of the Cargo in the container and/or weighting in an expedited manner (without possibility to give a prior notice), the Forwarder shall inform the Customer and conduct the inspection on its own. ¶

The procedure for opening a container and inspection of the Cargo is similar to that provided for the railway transport as stipulated by Article 27 of the Federal Law "The Charter of Railway Transport of the Russian Federation", but in strict compliance with the principles of reasonableness and good faith. ¶

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9. If it is found impossible to perform the Data Validation or the Customer objects to the Data Validation by the method chosen by the Forwarder, the Forwarder may refuse to provide the services to the Customer.

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10. The Data Validation is not required in view of its impossibility/inexpediency in the following cases:

a) The Customer is a restricted access facility (military and dedicated facilities, military units, enterprises, organizations, institutions, military education establishments or their separate branches, which work using the highly classified information and the operation of which is applied with the special security measures);

b) The Customer is a manufacturer¹ of the sent homogenous Cargo independently loading the Cargo in one point of departure where the technology of container loading permits the specified Cargo only and has provided the Forwarder with the necessary representations in an annex to the Contract;

c) The Customer sends the household items (against a Loading List made by a Delivery/Acceptance Agent). This sub-paragraph shall not apply if a cargo transportation route agreed in the Order fails to specify the rail-haul distance.

d) the services rendered are exclusively those specified in subparagraph "b" of paragraph 1.5 of the Special Conditions for provision of forwarding services in terms of cargo acceptance by the Forwarder.

11. In case of detection of any unreliable information and/or documents, the Parties, on a case-by-case basis, shall act pursuant to the provisions of the Contract and applicable Law, including:

The Forwarder shall officially record the detected inconsistencies, if necessary;

The Forwarder shall notify the Customer of the detected inconsistencies and, if necessary, send the documents evidencing the unreliable information and/or documents (certificates, orders, other documents issued by public authorities, freight forwarders, the Forwarder and other persons).

The Forwarder shall, where necessary, request additional information, explanations, and documents from the Customer;

in the event that prohibited items and substances are identified within the Cargo for which the Customer lacks a special permit, the Forwarder shall notify the authorized state bodies performing operational and investigative activities;

a decision shall be made regarding the possibility/expediency of continuing the provision of Services, provided that the identified non-compliances are rectified; if the continuation of Services is not possible/inexpedient, the Customer shall take measures for the further disposal of the Cargo;

The Parties shall eliminate the detected inconsistencies if it is possible/expedient;

The Customer shall pay the penalty and reimburse for damages in accordance with the terms of the Contract;

The Forwarder shall, if necessary, consider the inclusion of the Customer into the Register of Persons which Admitted the Unreliable Information/Misrepresentation in Description and/or Properties of the Transported Cargo, and application to the relevant authorities, etc.

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Удалено: freight forwarding/shipping arrangements

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e) The un-containerized Cargo is transported on the flatcars (except for the Data Validation

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¹This provision also applies to the forwarding Customer who is an exclusive and sole representative of the manufacturer

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Annex
to Special Conditions for Provision of
Forwarding Services in Terms of Validation
of the Cargo-Related Information

Photographic Evidence Procedure

1. The photographic evidence shall be made by taking photos of the Cargo loaded into the container from three angles:

a) the first photo must show the Cargo and number of the container attached to the inner right side of the container (see the sample on Picture 1);



Picture 1

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b) the second photo must show the Cargo from close range (see the sample on Picture 2);



Picture 2

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c) the third photo must show the loaded container from the front end, provided that the right end door must be closed, and the left one, opened (see the sample on Picture 3);



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Picture 3

2. The photographic evidence may be delivered to the Forwarder in the following manner:

a) using the Services Section - Online Service iSales - Photographic Evidence of the Loaded Cargo (<https://terminal.trcont.ru/>);

b) the photographic evidence is transferred by the Customer to an employee of the Forwarder by courier.

When transferring the photographic evidence, the Customer must specify the numbers of Contract, agreed Order and Container.

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