

SPECIAL CONDITIONS OF FORWARDING SERVICES RENDERING REGARDING ACCEPTANCE OF CARGO BY THE FORWARDER

1. General Provisions

1.1. These Special Conditions establish the specific terms for the provision of Services to the Customer concerning the Forwarder's acceptance or non-acceptance of Cargo, taking into account the requirements of the Russian Federation laws on transport and forwarding operations, as well as transport security.

1.2. The acceptance of Cargo by the Forwarder shall be distinguished from the acceptance of Cargo for carriage (by the carrier), which is carried out in accordance with transport statutes and codes, other applicable laws, and regulations issued pursuant thereto, as well as the relevant norms of international law.

The Forwarder's activities in providing the Services are aimed at organizing the transportation of Cargo and do not necessarily involve the direct handling, supervision, or physical management of the Cargo.

1.3. The acceptance of Cargo by the Forwarder, as defined by the Russian Federation laws on transport and forwarding operations and transport security, is carried out:

by the Forwarder itself¹;

from the Customer;

for the purpose of organizing the transportation of Cargo by the Forwarder.

The acceptance of Cargo by the Forwarder is carried out with respect to a sealed, loaded container, except where the Customer requests Services that involve the Forwarder's direct access to the Cargo (such as loading the Cargo into the container, warehouse storage of the Cargo, etc.).

1.4. The acceptance of Cargo by the Forwarder is carried out:

a) Physically – in cases where the Cargo comes into the direct possession of the Forwarder from the Customer for the purpose of organizing the transportation of such Cargo (i.e., the provision of Services). For example: when organizing the rail transportation of Cargo from the Forwarder's terminal; when storing Cargo at the Forwarder's terminal for subsequent transportation;

b) Nominally – in cases where, due to the technology and/or other conditions and circumstances of organizing the transportation, the Forwarder, while providing Services related to the Cargo, nominally acts as the consignor or carrier but does not physically take over the Cargo. For example: when providing Services in which the Forwarder acts as the consignor, but the dispatch of the Cargo does not occur from the Forwarder's terminal; when accepting Cargo under a road transport agreement from the Customer by a co-performer of the Forwarder, with the subsequent provision of other Services by the Forwarder.

1.5. The Forwarder, when providing the Services, does not accept Cargo in the meaning established by the Russian Federation laws on transport and forwarding operations and transport security:

a) when accepting Cargo from a carrier or port (not from the Customer). For example: when providing Services if the dispatch took place from third-party terminals, including those located outside the Russian Federation, and the Forwarder did not act as the consignor; when providing terminal or other Services in relation to Cargo that arrived at the Forwarder's terminal, if no Services were provided by the Forwarder on the rail leg of the transportation, etc.;

b) in case of the provision of specific Services and provided that the scope of the Order is limited exclusively to these Services: at the initiative of governmental authorities, if the Customer pays for them; when performing the function of organizer of loading/unloading in accordance with the contract with JSCo RZD (including loading/unloading operations and storage of Cargo); in cases of storing Cargo at the Forwarder's terminal without the intention of organizing its further transportation by the Forwarder; when providing road transport services or supplying wagons and/or containers without accompanying transport and forwarding services.

¹ For the purposes of these Special Conditions, the term "Forwarder" shall mean PJSC TransContainer, its separate structural divisions, and its employees. However, the term "Forwarder," as defined in the General Conditions, shall not apply in the context of these Special Conditions.

2. Particulars of Cargo Acceptance by the Forwarder

2.1. In the event of physical acceptance of Cargo by the Forwarder (subparagraph "a" of Clause 1.4 of these Special Conditions):

The Forwarder shall issue a forwarding or warehouse receipt to the Customer and take organizational measures to identify items and substances within the Cargo that are withdrawn from circulation or have restricted circulation, in accordance with the Russian Federation laws on transport security.

Unless otherwise provided by the Contract, the Customer, in order to confirm the information specified in the Order, shall provide the Forwarder with the shipping documents for the Cargo for each container in electronic form via the Personal Account, and, when delivering loaded containers to the Forwarder's terminal, shall additionally provide copies of the shipping documents in paper form, duly certified in the prescribed manner, at the request of the Forwarder.

2.2. In the event of nominal acceptance of Cargo by the Forwarder (subparagraph "b" of Clause 1.4 of these Special Conditions):

The Forwarder shall not issue a forwarding or warehouse receipt to the Customer. The transfer of Cargo from the Customer to carriers and other persons involved in the provision of Services (such as Terminals) shall be carried out by making entries in the relevant transport and other documents.

Unless otherwise provided by the Contract, the Customer, for the purpose of confirming the information specified in the Order, shall provide the Forwarder with the shipping documents for the Cargo for each container in electronic form via the Personal Account.

2.3. The procedures for verifying the accuracy of information regarding the Cargo are established by the Special Conditions for the provision of forwarding services concerning the verification of Cargo information.

3. Particulars of Providing Forwarding Services That Do Not Involve the Acceptance of Cargo by the Forwarder

3.1. In the case of providing freight forwarding Services that do not involve the acceptance of Cargo by the Forwarder (subparagraph "a" of Clause 1.5 of these Special Conditions):

The Forwarder shall not issue a forwarding or warehouse receipt to the Customer. The transfer of Cargo from the Customer to carriers and other persons involved in the provision of Services (such as Terminals) shall be carried out by making entries in the relevant transport and other documents.

Unless otherwise provided by the Contract, the Customer, for the purpose of confirming the information specified in the Order, shall provide the Forwarder with the shipping documents for the Cargo for each container in electronic form via the Personal Account.

3.2. The procedures for verifying the accuracy of information regarding the Cargo are established by the Special Conditions for the provision of forwarding services concerning the verification of Cargo information.

4. Particulars of Providing Other Services

4.1. In the case of the Forwarder providing other Services (subparagraph "b" of Clause 1.5 of these Special Conditions):

The Forwarder shall not issue a forwarding or warehouse receipt to the Customer;

The Customer shall provide the Forwarder with all necessary information when placing the Order.

4.2. When providing other Services, the Forwarder may verify the accuracy of information regarding the Cargo in accordance with the rules set forth in the Special Conditions for the provision of forwarding services concerning the verification of Cargo information.