

SPECIAL CONDITIONS OF FORWARDING SERVICES RENDERING FOR ARRANGEMENT OF AN AUTOVISIT

1. Basic Terms and Definitions

Special Conditions are these Special Conditions that govern relations between the Forwarder and the Customer connected with delivery/ pickup of Freight by the Customer's automobile transport to/ from the territory of a container terminal of the Forwarder.

Transport Vehicle is a container vehicle, truck (truck with a trailer, etc.) belonging to the Customer or a carrier engaged by the Customer on the basis of the right of ownership or another legal right. The Transport Vehicle shall conform to GOST standards, other requirements and rules established by the Legislation on the technical and commercial state of transport vehicles used for transportation of containers or other freight.

Terminal is a container terminal of the Forwarder located at a railway station which is a hazardous production facility. A list of Terminals is published on the website.

Autovisit is delivery or pickup of freight by a Transport Vehicle to or from Terminal (freight in case of loading/ unloading to/ from a container directly on the container terminal or uncontainerized freight as well as a loaded or empty container).

Checkpoint is a security checkpoint.

2. Arrangement of an Autovisit

2.1. For the purposes of arrangement of an Autovisit, the Customer shall:
ensure existence of an approved and paid Order including the Services which are provided at a Terminal and which are necessary for dispatch/ receipt/ storage of Freight;
agree with the Forwarder on the date and time of an Autovisit.

2.2. Approval of an Autovisit shall be obtained beforehand, at least 15.30 of the day before the day of the Autovisit. For the purposes of such an approval, it is necessary to send a request for an Autovisit to the email address of Terminal with specification of the following information:

full name of the Customer, number of the forwarding contract;

number of the Order;

about the Transport Vehicle: make and model, license plate number (including that of the trailer);

about the driver (surname, name and patronymic, passport details, contact telephone number);

number of the container;

expected date and time of the Autovisit.

If a double Autovisit is expected (for example, delivery of a loaded container for further transportation by railway transport and pickup of an empty container for loading with freight), that shall be specified with provision of all necessary information.

Response on approval/ disapproval of a request for an Autovisit shall be sent by email to the address from which a request has been received. As a rule, a response is provided within 30 minutes since the moment when a request for an Autovisit is received.

If you have any questions, you can contact Terminal by the telephone number specified according to paragraph 2.3 of these Special Conditions.

2.3. Information about the working hours, telephone numbers, email address of Terminals as well as other peculiarities of work of Terminal and/or arrangement of an Autovisit is published on the website.

2.4. If the Transport Vehicle cannot arrive at the agreed time of the Autovisit, the Customer shall notify the Forwarder and agree on a new time/date of the Autovisit.

2.5. If there is no free time for an Autovisit and if it is necessary to deliver/ pickup Freight urgently, the Customer notifies the Forwarder about such circumstances and arrives to Terminal outside the agreed time of the Autovisit. Terminal services are provided on a first-come-first-served basis after provision of services to the Transport Vehicles which have arrived at the agreed time for their Autovisit. For issue by the Forwarder of a pass and performance of other necessary actions, the Customer shall provide full information with respect to its request for an Autovisit.

The Forwarder does not guarantee provision of terminal services with respect to Transport Vehicles arriving outside the agreed time for their Autovisit.

2.6. Before making an Autovisit, it is advisable to obtain beforehand a pass to Terminal and to receive an introductory briefing. When it is impossible to obtain a pass and to receive an introductory briefing beforehand, such actions can be performed immediately upon an Autovisit, but in such a case it is necessary to arrive to Terminal before the agreed time for the Autovisit.

A pass to Terminal can be issued for a long term (up to one year) or for one occasion; a pass is issued for a Transport Vehicle.

An introductory briefing is provided for the driver of the Transport Vehicle. A relevant note shall be made on receipt of an introductory briefing in the Forwarder's documents; the driver may not drive into the territory of Terminal without such a note. An introductory briefing is provided as a rule once a year; additional briefings can be provided in case of changes in the arrangement of the work of Terminal as well as in other cases.

2.7. If it is impossible to provide terminal services in accordance with the approved Autovisit, the Forwarder notifies Customers about such circumstances and agrees with them on new dates and time for Autovisits.

2.8. Before entering the territory of Terminal, the driver of the Transport Vehicle (as well as other persons) shall read and understand the Safety Card for an Autovisit (Annex 1 to these Special Conditions) as well as the plan of the routes for traffic and passage in the territory of Terminal (published on the website and shall follow the prescribed procedure when making an Autovisit.

2.9. For making an Autovisit, the driver of the Transport Vehicle (as well as other persons) shall have a high-visibility vest and a protective helmet. Without such personal protective equipment presence on the premises of Terminal outside of the transport vehicle is not allowed (it should be taken into account that the driver and other persons shall not stay in the Transport Vehicle for the period of performance of loading and unloading operations). A safety helmet for a period of a visit to Terminal, if necessary and if possible, is provided by the Forwarder.

2.10. When arriving to a checkpoint, the driver shall present a pass as well as relevant documents: proving the identity, the powers, the documents for the Freight, etc.

In case of inconsistency of the actual data and the information specified in a request for an Autovisit, the Customer shall contact the Forwarder and follow further instructions. Such inconsistency may constitute grounds for refusal of an Autovisit.

2.11. The Customer, the driver (as well as other persons) shall strictly follow the prescribed procedures and rules of conduct and activities in the territory of Terminal established according to these Special Conditions (the requirements of the introductory briefing, the Safety Card for an Autovisit, the plan of routes for traffic and passage in the territory of Terminal) and other provisions of the Contract and the Law.

In case of a failure to comply with the provisions of this paragraph of the Special Conditions, the Forwarder may refuse an Autovisit and/or demand to leave Terminal. In such a case, a relevant report is drawn up.

2.12. The Forwarder upon entrance into the territory as well as at any time during presence of a Transport Vehicle in the territory of Terminal may make a mandatory demand for an inspection of a Transport Vehicle for conformance to GOST standards, other requirements and rules established by the Legislation on the technical and commercial state of motor transport.

If nonconformance of a Transport Vehicle to the requirements specified above is revealed, the Forwarder may refuse an Autovisit and/or demand to leave Terminal. In such a case, a relevant report is drawn up.

2.13. In case of a breakdown of the Transport Vehicle, the Customer shall ensure its immediate evacuation from the territory of Terminal.

2.14. Depending on the purpose of the Autovisit, loading and unloading operations are performed, the required documents are issued, other actions are performed; one occasion pass with relevant notes is to be returned at the checkpoint upon exit from the territory of Terminal.

2.15. Time of entry/ exit of the Transport Vehicle into/ from the territory of Terminal is recorded at the checkpoint.

3. Responsibility

3.1. The Customer shall be responsible for provision of a Transport Vehicle nonconforming to the state standards, other requirements and rules for the technical and commercial state of the motor transport used for transportation of Freight. Responsibility for negative consequences connected with provision of a Transport Vehicle nonconforming to the requirements specified above shall rest with the Customer.

3.2. The Customer shall guarantee and shall bear responsibility for professionalism/ qualification of the driver, freight handlers and other persons engaged for performance of any operations in the territory of Terminal, their sufficient knowledge and skills for performance of loading and unloading operations, for transportation of the Freight as well as for observation of the prescribed procedure, rules of conduct and activities at Terminal.

3.3. The Customer is responsible for availability (obtainment) of special permits, competency certificates and other documents required according to the Legislation for transportation of Freight, including heavy, oversized, hazardous and other Freight.

3.4. The Forwarder may charge and the Customer shall pay a penalty in the amount of 5000 (five thousand) rubles for violation of the prescribed procedure, rules of conduct and activities at Terminal.

3.5. In case if the actions of the Customer (itself, the driver and other engaged persons) cause losses to the Forwarder or third parties, the Customer shall pay on demand of the Forwarder a penalty in the amount of 50 000 (fifty thousand) rubles and shall compensate the losses in full.

3.6. The Forwarder shall guarantee and shall be responsible for proper performance of loading and unloading operations with participation of the Transport Vehicle and their conformance to the established requirements.

4. Peculiarities of Arrangement of an Autovisit to an Intelligent Container Terminal (ICT at Kleshchikha Station of the Zapadno-Sibirskaya Railway)

4.1. This section of the Special Conditions determines additional conditions for arrangement of an Autovisit to Terminals equipped with an automated control system "Intelligent Container Terminal".

In case of inconsistency of the provisions of this section of the Special Conditions with other provisions of these Special Conditions, the provisions of this section of the Special Conditions shall be applied.

4.2. For arrangement of an Autovisit, the Forwarder provides to the Customer access to the WEB portal of the container terminal automated control system (hereinafter - the "WEB portal"). The purpose of the specified access is exchange of information between the Parties during planning of an Autovisit at the agreed time.

4.3. Arrangement by the Customer of an Autovisit on the WEB portal shall be performed in accordance with the "WEB Dispatcher Manual" (hereinafter - the "User Manual") published on the WEB portal.

4.4. For obtainment of access to the WEB portal, the Customer sends to email a request (a sample request is presented in Annex 2 to these Special Conditions) with obligatory sending of an original request to Terminal within a period of 10 days.

4.5. After registration by the Forwarder and confirmation of authentication data of the Customer (login and password), access to the WEB portal shall be provided to the Customer.

4.6. The Parties agree and the Customer understands, guarantees and acknowledges that the information, to which the Customer obtains access, is confidential and intended exclusively for its own needs and that it is not allowed to distribute such information on any information media and through any communication channels.

4.7. The WEB portal is working on a round-the-clock basis, except for a period required for maintenance work, about which the Customer is informed at least one day prior to such maintenance work.

4.8. The Customer, when planning an Autovisit, shall:

4.8.1. within the framework of an approved Order, make a request for an Autovisit on the WEB portal with specification of the date and time (the time slot) of arrival of the Transport Vehicle, the registration data of the vehicle, the number of the container, the surname, name and patronymic of the driver;

4.8.2. in accordance with the request for an Autovisit, ensure arrival at the established time of the Transport Vehicle and the driver authorized by a relevant power of attorney to Terminal;

4.8.3. ensure safety of the login and password. In case of loss of the login and password (loss of the login and password shall also mean cases when the login and password become or may become known to third parties), immediately notify the Forwarder by telephone number (email address) for blocking of access;

4.8.4. work on the WEB Portal in accordance with the User Manual and only thorough the employees of the Customer who have appropriate qualifications and proper powers. Send via the WEB Portal truthful and accurate data and information.

4.9. The Forwarder in case of arrangement of an Autovisit by the Customer shall:

4.9.1. in accordance with Terminal access control, ensure access for the Transport Vehicle specified in the request for the Autovisit on all days of the week including weekends;

4.9.2. upon receipt from the Customer of a notification about loss of the login and password, block access to the WEB Portal within 1 (one) working hour (from 8:00 till 17:00) since the moment of receipt of such a notification from the Customer and provide new login and password in accordance with the procedure specified in the User Manual. All actions performed on the WEB Portal on behalf of the Client until receipt by the Forwarder of a notification about loss of the login and password shall be deemed performed by the Customer itself.

4.10. In case of arrival of the Transport Vehicle to Terminal at a time different from the time specified in the request for the Autovisit and/or in case of arrival of a person/ transport vehicle not specified in the request for the Autovisit, the Customer shall apply to the dispatch center of Terminal for registration of a new Autovisit or register it itself.

4.11. Cancellation of a request for an Autovisit, including rescheduling by the Customer of an Autovisit to another time, less than 3 hours before the planned time slot, or a failure to use the requested Autovisit (non-arrival of a Transport Vehicle at the specified time, arrival of a person/ transport vehicle not specified in the request for an Autovisit) shall be considered by the Parties as a cancellation of an Autovisit by the Customer.

4.12. The Forwarder may charge and the Customer shall pay a penalty in the amount of 500 (five hundred) rubles for cancellation by the Customer of a requested Autovisit less than 3 hours before the planned time slot.

4.13. If the Forwarder has sufficient grounds to believe that the Customer or third parties, who have obtained (irrespective of guilty or guilt-free actions/omissions of the Customer) access to the WEB Portal, use it for any purposes not provided for by this contract or attempt to obtain unauthorized access to any resources closed for the Customer, the Forwarder may block access for the Customer to the WEB Portal.

4.14. Any information in electronic form signed with the use of a simple electronic signature on the WEB Portal shall be considered by the Parties as an electronic document equivalent to a document on paper with a handwritten signature of the Customer. Moreover, execution of such documents on paper is not required. Electronic form of documents shall not be disputed by the Parties.

Safety Card for an Autovisit

1. Persons who are present in the territory of Terminal shall know and comply with the prescribed rules of conduct at a hazardous production facility, occupational health and safety, fire safety and environmental safety requirements.

2. In the territory of Terminal and in adjacent technological areas it is necessary to:

2.1. Move with observation of the traffic rules, the traffic plan for the Transport Vehicles as well as the road signs/ traffic signals and the road markings;

2.2. Move the Transport Vehicle between the areas of storage of containers only in the middle of the passages according to the markings, without approaching the rows of containers;

2.3. Be extremely careful, make way for loading/unloading machinery;

2.4. Follow instructions of employees from security agencies (security guards) and authorized employees of Terminal with respect to the mode of movement;

2.5. Start movement of the Transport Vehicle only after obtainment of a permission from an acceptance/delivery inspector or a security guard;

2.6. For the period of performance of loading and unloading operations, the driver shall shut off the engine, set the parking brake of the Transport Vehicle, get out of the cabin of the Transport Vehicle and stay in a safe area, in the field of view of the driver/ operator of the loading/unloading machinery (this requirement applies also to other persons);

3. In the territory of Terminal and in adjacent technological areas it is prohibited to:

3.1. pass/ move through the checkpoint without authorization as well as stay in the territory of Terminal without authorization;

3.2. bring to the territory of the Terminal any passengers who have no passes issued in the prescribed manner;

3.3. stay in the territory of Terminal without a high-visibility vest and a protective helmet and, if required, other personal protective equipment (PPE) in a good state of repair and condition;

3.4. violate the traffic plan for the transport vehicles;

3.5. exceed the speed limit;

3.6. overtake and cross over into the oncoming traffic;

3.7. create obstacles for other road users and for movement of loading/unloading machinery;

3.8. enter the loading/unloading areas without permission;

3.9. stay in the area of performance of loading and unloading operations, except for persons who are involved in the production process;

3.10. stay closer than at a distance of 5 (five) meters from operating loading/unloading machinery and outside of the field of view of the driver/operator of the loading/unloading machinery;

3.11. be under a movable load (container);

3.12. approach the Transport Vehicle and take the driver's seat until completion of loading and unloading operations;

3.13. leave the Transport Vehicle for a long time;

3.14. use aisles, passages and freight storage locations for parking motor transport;

3.15. perform any repair as well as welding and other operations with the use of open fire/flame;

3.16. use portable gas stoves for heating food and warming up and start an open fire;

3.17. be in a state of alcoholic, drug or other intoxication as well as in a sick condition or in a state of such fatigue that may affect personal safety and safety of other persons;

- 3.18. smoke outside of specially designated places marked with the “smoking area” sign;
 - 3.19. discard rubbish, waste, etc. outside of specially designated places.
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SAMPLE REQUEST FOR ACCESS TO THE WEB PORTAL

To the Director

The city of _____
_____20__

We request access to the WEB Portal of the control system of container terminal

(name of the container terminal)

(name of the organization)

under forwarding contract No. _____ - _____ dated ____ ____20__.

In this letter we provide information about the employees authorized to exchange on behalf of

_____ (name of the organization)

information with _____:

1) _____,
/Surname, name, patronymic/

2) mobile telephone number,

3) email.

Chief

(signature)

(Full name)

Stamp here