

## GENERAL CONDITIONS OF FORWARDING SERVICE RENDERING

### 1. General terms and definitions

The following terms and definitions are used in these General Conditions:

**TransContainer** - Public Joint Stock Company Center for Cargo Container Traffic TransContainer (including branches and other business units) that renders and/or arranges forwarding and other services related to cargo transportation under the Customer's request.

Full corporate name in Russian: Публичное акционерное общество «Центр по перевозке грузов в контейнерах «ТрансКонтейнер».

Brief corporate name in Russian: ПАО «ТрансКонтейнер».

Full corporate name in English: Public Joint Stock Company Center for Cargo Container Traffic TransContainer.

Brief corporate name in English: PJSC TransContainer.

TransContainer shall also mean TransContainer Representatives under these General Conditions.

TransContainer Representative is a person who concluded the respective contract with TransContainer and who represents its interests, renders services/ performs work under TransContainer's request.

**Customer** – any individual or legal entity, resident or non-resident of the Russian Federation, who concluded the Contract with TransContainer.

The Customer in these General Conditions shall also mean the Customer's Representatives:

The Customer's Representative shall mean the person authorized to take actions determined in the terms and conditions of the Contract on the Customer's behalf on the basis of a power of attorney. A representative of the legal entity Customer shall also be a person that is authorized to act on the Customer's behalf without a power of attorney by virtue of law, any other regulation or the Customer's constituent document.

The power of attorney issued by the Customer to its representative shall comply with the provisions of the Russian law or the laws of the country, on the territory of which the representation takes place, and it shall contain the detailed list of actions the representative is authorized to take.

The Consignor – the Customer or another person stated by the Customer in the Order or in the shipping document as the consignor, which exercises the rights and obligations of the consignor in relations with the carrier according to the transportation charters and codes, other laws and rules published on their basis, which also communicates with TransContainer regarding release of TransContainer's flatcars and containers if necessary. The Consignor shall act on the Customer's behalf without a power of attorney or on its own behalf subject to the Customer's consent. The Consignor's individual representatives shall confirm their authority by the power of attorney in the manner stipulated in the Law in order to directly act as the Consignor.

The Consignee – the Customer or any other person stated by the Customer in the Order or in the shipping document as the consignee, which exercises the rights and obligations of the consignee in relations with the carrier according to the transportation charters and codes, other laws and rules published on their basis, which also communicates with TransContainer regarding return of TransContainer's flatcars and containers. The Consignee shall act without power of attorney on the Customer's behalf or on its behalf subject to the Customer's consent. The Consignee's individual representatives shall confirm their authority by the power of attorney in the manner stipulated in the Law in order to directly act as the consignee.

**Parties** – TransContainer and the Customer that concluded the Contract.

**Contract** – the forwarding contract under which TransContainer undertakes to render and/or arrange rendering of cargo transportation services under the Customer's request and the Customer undertakes to accept and pay for them.

The Contract shall mean in together all the documents that determine the Service rendering conditions: directly the forwarding contract signed by the Parties in hard copy, General, Special and

Commercial Conditions, list of services, Order(s), additional agreements, appendices to the Contract, price lists and other documents that govern the Parties' relations which make integral part of the Contract.

By signing the contract in hard copy, the Customer confirms its consent that the provisions stated in the General, Special and Commercial Conditions placed in free access on TransContainer's website and information stands are applied to the Parties. The Contract shall not be confused with the transportation contracts concluded as part of the Order fulfillment on separate Transportation Hauls. These transportation contracts, depending on the selected Order conditions, shall be concluded by the Customer by itself (on its own behalf) or by TransContainer on the Customer's behalf (by power of attorney) or by TransContainer on its own behalf (in cases when TransContainer acts as the consignor).

**General Conditions** – these General Conditions of Forwarding Services rendering that determine the rules of TransContainer's Services rendering to the Customer (rights and obligations of the Parties, settlement procedure, liability of the Parties etc.).

**Special Conditions** – set of rules that govern particular relations between the Parties during Services rendering, which supplement the General Conditions and specify, in certain cases, the rights and obligations of the Parties. The applicability of Special Conditions shall be determined on the basis of the Order conditions. The list of Special Conditions is available in Section 11 of the General Conditions.

**Commercial Conditions** – provisions that completely or partially determine conditions of effect/applicability of rates for Services, description of Services. Commercial Conditions may be issued as a separate document posted on the Website (applicable for unlimited range of persons) or indicated in the Order, additional agreements and appendices to the Contract, releases, other sources during calculation of Services rates.

**General, Special Conditions and also Commercial Conditions**, applicable for unlimited range of persons (hereinafter referred to as **Forwarding Conditions**) were elaborated according to the Law and are freely accessible on TransContainer's Website (<https://trcont.com/en/our-services/online/pro>) and information stands.

Forwarding Conditions shall be amended and/or supplemented by TransContainer by posting their new version on TransContainer's Website and information stands and further Customer's confirmation (as a rule during issuance of a new Order) that the Customer has read, accepts and undertakes to be governed by a new version of Forwarding Conditions. With that the Order fulfillment and/or rendering of Services commercial conditions of which are determined in an appendix to the Contract and were agreed before amendments and additions entered into force shall be carried out in accordance with versions of Forwarding Conditions that were effective at the moment of the Order approval, signing of an appendix to the Contract.

TransContainer shall notify the Customer on new versions of Forwarding Conditions not later than Thirty (30) calendar days before their coming into force by publishing respective information in the Personal Account. If the Customer does not have the Personal Account, the Customer shall independently monitor amendments and/or additions to Forwarding Conditions.

In case of disagreement with the new version the Customer shall have right to dissolve the Contract unilaterally by sending written notification not later than Thirty (30) calendar days before the estimated date of dissolution, not issuing new Orders after the announced date of coming into force of new versions of Forwarding Conditions. In such case the Parties shall follow the provisions of section 10 of these General Conditions.

If there are discrepancies between the General and Special Conditions, the Special Conditions shall prevail.

**Order** – the Customer's written request to TransContainer, which shall be issued (in electronic form, as a rule) in the manner stipulated in the Contract. The Order shall contain reliable information TransContainer needs for Services rendering, determine the List of Services and Commercial Conditions. The Order shall determine the cost of Services. Change of the cost is subject to the terms and conditions stipulated in the Contract.

The Order approval by the Parties shall confirm entering into a separate transaction under the Contract.

**Services** – a package of forwarding and other services related to and required for cargo transportation, which are rendered by TransContainer on the basis of Orders, including the set of associated

or non-associated technological operations on different Transportation Hauls; value-added services can be rendered to the Customer additionally to the package.

As a rule, the Services shall be chosen on the Website when Orders are issued. The List of Services and the Price Lists for Services rendered by specific Terminals are available on the Website and TransContainer information stands.

Public service – a type of cargo transportation service rendered on a regular basis on sustainable routes from a point of departure to a point of destination. The frequency of dispatches is determined by a block train/route timetable (departure/arrival timetable) which is published on the Website in «Services» – «Regular rail container services» section (<https://trcont.com/our-services/regular-rail-container-services>). Other services also can be rendered in the framework of the service taking into account the Customer's needs and TransContainer's opportunities.

Round-trip – is a cargo transportation under condition that the transport equipment which delivered cargo to a point of destination shall be returned loaded or empty to a point of departure. Both trips shall be paid for by the Customer.

Seamless trip – is a cargo transportation or an empty run on a combination of routes (logistics chains) when transport equipment is moved in the same direction along a seamless line which is a journey of transport equipment between start and finish points under condition that there is more than one such point.

TransContainer shall also perform individual railway carrier's functions upon JSC RZD's request, on the basis of the respective contract on the cooperation procedure between JSC RZD and TransContainer. TransContainer's activities in performance of these functions shall be governed by the railway transport law.

When acting as the carrier, TransContainer shall be simultaneously the carrier's representative on rail transport (to the extent of the functions performed) and the Customer's representative (when the respective Services are ordered) in particular cases, when entering into and performing a contract for cargo rail transportation.

By signing the Contract, the Customer confirms its consent to TransContainer's taking legally binding steps on the Customer's and the rail carrier's (JSC RZD) behalf simultaneously.

**Transportation Haul** – stage of Service rendering within a particular route section. As a rule hauls are divided by transport modes that carry out Cargo transportation and/or render other related services (by motorways, railways etc.).

**Cargo** – any goods with respect to which TransContainer renders Services hereunder.

Depending on the type of these goods, their features, transportation conditions, the Customer's needs, technological capacities and other conditions, the Cargo shall be provided to TransContainer or carrier for loading into a wagon/ container and/or transportation, respectively:

ready for loading and/or packed,

loaded into the container (that is normally sealed by the Customer in the appropriate manner) and/or wagon

Cargo shall also mean an empty or loaded container (usually sealed).

**TransContainer's wagon and/or container** – a wagon and/or container owned by TransContainer as a property or used by TransContainer on another legal right. The same shall be applied to TransContainer's and the Customer's other assets.

**Terminal** – engineering and manufacturing facility intended for operations on rendering forwarding and other cargo transportation related services, e.g. railway container terminals, ports, depots etc.

Terminals are usually high-hazard areas that require compliance with certain rules of people's staying there.

**Warehouse** – site determined by the Customer with the approval of TransContainer for the Cargo loading onto/ unloading from the Container.

**Law** – the Russian law, in necessary cases, the provisions of international law, national law of foreign countries, customs or practices established in relations between the Parties.

The applicable law under the Contract shall be the law of the Russian Federation, unless otherwise specified in the Contract.

**Website** – public website on the Internet, on which TransContainer posts conditions of the Contract and any other information, disclosure of which is stipulated in the Law and the Contract. Information on the Services rendered by TransContainer is posted on the Website as well. Via the Website, exchange of legally binding documents and messages under the Contract is carried out in the Customer's Personal Account.

The permanent Website address is: <https://trcont.com/en/main>.

Forwarding Conditions, other document determining conditions of the Contract can be found on <https://trcont.com/en/our-services/online/pro>.

**Personal Account** – the Customer's personal section on the Website where the Customer is able to learn the list of Services, calculate the Services cost, issue Orders, make payments, monitor the Order fulfillment status and the transported Cargo location, receive notifications and documents etc.

**Individual Account** – account in TransContainer's information system used for recording settlements with the Customer under the Contract.

**Settlement Period** – period of time stipulated in the Contract for determination of the scope and cost of Services rendered.

The Services rendered in the settlement period shall be stated in the Certificate on services rendered or in the universal transfer document (hereinafter referred to as the UTD) issued for the respective settlement period. The Services shall be paid for in the manner stipulated in the Contract.

**Release** – document that confirms the right of the Customer to get TransContainer's empty container at Terminals, other places, determined by TransContainer for further Cargo loading into container. Place, date of empty containers receipt, their type and quantity, data on the person or legal entity authorized to receive container and any other necessary data shall be indicated in the Release.

The Release may regulate the procedure of empty container return after termination of transportation and cargo unloading from container.

The Release shall be given/sent in written form (electronic form or in hard copy). Any other documents given to the Customer by TransContainer which include the same information shall be considered equal to the Release.

The Customer shall have right to cancel the Release in case of disagreement with its conditions; in such case the Customer shall contact TransContainer immediately to settle disputes. If the agreement is not reached the Customer shall follow paragraph 4.9. of these General Conditions.

**Register** – informational document which is issued and sent to the Customer by TransContainer and in which periods of additional provision of TransContainers's wagon and/or container to the Customer by TransContainer are indicated and amounts for such provision are calculated. In case of any discrepancies of the Customer's data in comparison with TransContainer's data on periods of provision of TransContainers's wagon and/or container and in order to settle disputes the Customer shall provide TransContainer with the documents containing needed data proving foundation of the Customer's objections.

The main terms and definitions given in this Section of the General Conditions shall apply to all documents constituting integral part of the Contract, unless otherwise stipulated by the document itself. These terms and definitions are not applied for tax and customs law.

## **2. Rights and obligations of the Parties**

### **2.1. TransContainer shall:**

2.1.1. Make sure the Services are rendered timely and with good quality, according to terms and conditions of the Contract and requirements of the Law.

2.1.2. In order to fulfill the Customer's Order conclude necessary contracts with the companies involved in transportation; make settlements for the services rendered by them.

2.1.3. Arrange cooperation of the third parties (co-contractors) involved in the Order fulfillment, if there are any, and their cooperation with the Customer.

If necessary, ensure presence of the authorized representatives at the railway dispatch/ destination stations and other stations where transshipment or other actions that require participation of TransContainer's representatives are carried out.



2.1.4. Disclose, at the Customer's request, the necessary information on the Cargo transportation, information on possible routes of the Cargo transportation.

TransContainer shall not be obliged to explain the Legal provisions to the Customer, unless otherwise stipulated in the Law or the Contract.

2.1.5. Whenever necessary, provide the Customer with the binding instructions on filling in the shipping documents and on payment of carriage charges, in particular, information on transportation codes and subcodes.

In case the Customer applies to obtain the specified information in order to fulfill obligations stipulated in subparagraph 2.3.16. of these General Conditions, the information shall be provided by TransContainer not later than 12 p.m. of the day following the day of the request receipt.

2.1.6. Make sure the necessary shipping documents for Cargo dispatch and receipt, national border crossing are duly issued and fulfill any other obligations and requirements for seamless international and domestic transportation of Cargoes, if these obligations are imposed on TransContainer.

2.1.7. Ensure provision of TransContainer's technically sound and commercially feasible vehicles, wagons and/or containers for Cargo transportation in quantity and in terms and also places approved in the Order and/or determined in the Release.

2.1.8. Provide, at the Customer's request, original contracts concluded by TransContainer according to the Order on the Customer's behalf.

2.1.9. Notify the Customer if rendering of Services requires additional services rendering/ work performance, there arise any circumstances preventing proper rendering of Services and if it is necessary to deviate from the Customer's instructions.

2.1.10. Inform the Customer immediately on retention by TransContainer of Cargo staying under TransContainer's direct control and to provide the Customer upon its request with documentary evidence and information on its outstanding obligation not later than 12 p.m. of the day following the day of the request receipt. In case of failure to meet the deadline the expenses related to retention and storage of the Cargo (for the period of delay in response to a request) shall be borne by TransContainer.

2.1.11. Make sure the Personal Account duly operates and the information on TransContainer's Website and information stands is updated.

2.1.12. Timely notify the Customer on amendments/ additions made to the Forwarding Conditions and TransContainer's user manuals.

2.1.13. Comply with PJSC TransContainer's Customer Service Standard (posted on the Website) and other internal documents of TransContainer and Laws that determine the procedure of cooperation with the Customer.

2.1.14. Duly fulfill any other obligations arising out of the Order essence, the Contract conditions and Law requirements.

## 2.2. TransContainer shall have the right to:

2.2.1. Verify information and documents provided by the Customer and required for TransContainer's fulfillment of its obligations under the Contract, in particular, information on the Cargo properties, its transportation conditions and also the Customer's compliance with condition of TransContainer's wagons and/or container use approved in the Order.

On the basis of the verification of the results and in other cases when the information on the Cargo description provided by the Customer or by its representatives is proved to be unreliable, include these persons into the appropriate register in accordance with procedure stipulated in the Special Conditions of Forwarding Services Rendering with Regards to the procedure of maintaining the register of the customers who make unreliable indication of cargo description.

2.2.2. Deny Services rendering under the approved Order to the Customer or suspend Services rendering if:

the Customer fails to provide or provides improper/ improperly issued documents and information required by TransContainer for fulfillment of its obligations under the Contract, if provision of such documents and information is entrusted with the Customer under the Contract or such obligation does not result from the subject of obligations;

actual Cargo transportation conditions do not comply with those approved in the Order for the reasons depending on the Customer;

failure to provide or provision of improper (including unreliable) pictures of the Cargo placed / fastened in the container;

the Cargo is submitted by the Customer for transportation in improper wrapping (package);

the Customer has debt owed to TransContainer under the Contract;

in other cases when the Customer breaches the Contract.

2.2.3. Deviate from the Customer's instructions, only if it is necessary in its interests, and TransContainer could not request the Customer's consent to such deviation preliminarily and/or receive an answer to its request within 24 hours in the manner stipulated in the Contract.

2.2.4. Make a decision independently in the Customer's interests, when the Customer fails to timely submit the resolution within a reasonable period of time or when making request and/or waiting for an answer would entail the delay with making a decision and, consequently, additional costs.

2.2.5. Engage third parties in Services rendering without the Customer's consent, unless otherwise approved by the Parties.

2.2.6. Use its own and third party's rolling stock and transport equipment for Services rendering. After the Order approval, replace its own wagons and/or containers for those of a third party owner, without the Service cost increase, if necessary, at its own discretion.

2.2.7. Establish a special mode for using TransContainer's wagon and/or container fleet. In compliance with the Law requirements, in order to ensure safety and efficient use of its assets by introducing Special Conditions or by announcing TransContainer's wagon and/or container fleet use conditions otherwise. Mentioned Conditions shall have been announced till the moment of the Order approval and/or receipt of the Release by the Customer.

2.2.8. Detain the Customer's Cargo which is under TransContainer's direct control until the Services have been paid for and the costs incurred by TransContainer have been reimbursed. In this case, the Customer shall also reimburse for the costs related to Cargo detention and storage.

TransContainer shall not be liable for Cargo damage resulting from its detention.

2.2.9. If the Cargo is not demanded and if it is detained according to subparagraph 2.2.8 of these General Conditions during the maximum storage period, unilaterally receive reimbursement for costs and losses in connection with the Contract performance, by selling cargo for the price not cheaper than market price in extra-judicial procedure.

The maximum storage period may not exceed Ninety (90) calendar days. The perishable cargo may be sold upon expiry of Three (3) storage days.

2.2.10. Exercise any other rights stipulated in the Contract and the Law.

### 2.3. The Customer shall:

2.3.1. Provide TransContainer with the necessary and reliable information on the description, weight, properties and transportation conditions of Cargo and the documents required for Cargo transportation, in particular, for Cargo re-registration (transshipment) from one transport mode to another during multi-modal transportation, state, sanitary and other types of control by the respective authorities (in particular, transportation, shipping documents as well as the documents that confirm special properties of the Cargo, certificates of conformity, if the Cargo is subject to certification etc.).

Additionally provide copies of duly certified shipping, payment and other documents related to Services rendering within Twenty (20) calendar days from TransContainer's respective request.

2.3.2. Provide and timely update information on persons authorized to represent the Customer's interests during the Order fulfillment. If necessary, make sure the respective powers of attorney are issued.

2.3.3. Fulfill TransContainer's instructions on issues related to the Service rendering.

2.3.4. Submit the Cargo for transportation within the period of time approved in the Order.

Perform receipt/return of TransContainer's wagons and/or containers in accordance with conditions of the release and/or the Order.

2.3.5. Submit the Cargo for transportation in package that meets the respective standards, specifications for product, its package, which ensures safety of traffic and vehicle operation, quality and safety of Cargo, wagons, containers transported, as well as fire and environmental safety on route and during transshipment.

In case of submission of hazardous cargo for transportation, comply with the rules for such transportation, in particular, apply labeling, danger signs, danger codes onto wagons or containers, stipulated in rules of transportation by the respective transport mode, and also independently equip wagons

and/or containers for transportation according to the transportation rules for these Cargoes in firefighting terms (unless otherwise stipulated in the Order).

2.3.6. Ensure Cargo loading, placement and fastening in wagons and/or containers according to requirements of Law, taking into account the conventional cargo capacity of wagons and/or containers. Confirm permission to perform work related to the responsibility for cargo placement and fastening in wagon and/or container by a respective document (in accordance with the national legislation of the country, where loading of container is performed).

Ensure photofixation for the Cargo placed and fastened in container and transfer of photos to TransContainer according to the Special Conditions of Forwarding Services Rendering with Regards to Photofixation of Cargo Loading into Container Results. In case the Customer disagrees with TransContainer carrying out the accuracy verification of the information on the description and properties of Cargo, provided by the Customer, in a specified manner, the Customer together with TransContainer shall approve the place and date of the Cargo provision for verification before the Order issuance, with that all the expenses shall be borne by the Customer. In this case the Customer shall provide section "Note" with the date and place of the Cargo examination in a container approved by TransContainer during the issuance of the Order.

Arrange loading and unloading of Cargo, unless the Order imposes these obligations on TransContainer.

2.3.7. Comply with the requirements and the rules established for carrying out loading and unloading operations and the rules of stay at the Terminal.

2.3.8. Carry out timely delivery of Cargo to the loading site and its receipt at destination points.

2.3.9. Ensure correct, reliable and complete issue of shipping and transportation documents required for Cargo dispatch and receipt, state border crossing, as well as fulfill all other obligations and requirements, necessary for seamless international and domestic transportation of Cargo, unless these obligations are imposed on TransContainer.

2.3.10. Make sure the authorized representatives are present at dispatch/ destination railway stations and other stations where transshipment or other operations requiring participation of the Customer's representatives are carried out, unless the Order requires otherwise.

Be liable for actions/inactions of the consignor/ consignee and other persons engaged by the Customer during performance by other persons of obligations, arising from the approved Order, in particular, for their performance of the Law requirements. Advise these persons on the scope of their rights and obligations, conditions of the Contract and the approved Order.

Settle disputes with consignors/consignees or any other representatives on its own including issues regarding compliance of their actions, data provided and so on under the approved Order.

If it is necessary to render Services not ordered and not paid for by the Customer at the destination station, and if the consignee is not present or disagrees to conclude the Contract with TransContainer, to issue an Order, pay for the Services, accept the Cargo etc., the Customer shall issue the Order, pay for Services actually rendered, dispose of the Cargo and take any other necessary steps for accomplishment of transportation, equipment return, etc..

2.3.11. Use TransContainer's wagons and/or containers according to their designated purpose according to conditions determined by the Parties in the Order.

2.3.12. Verify the wagon's commercial feasibility and ensure its safety if Cargo is loaded onto/unloaded from the wagon by its own efforts at public places.

When Cargo is dispatched from/ received at non-public areas, follow the respective Special Conditions.

2.3.13. Verify TransContainer's container state:

2.3.13.1. When it is received for loading in an empty state, for damage and commercial feasibility.

If damage or commercial unfeasibility of a container is detected, immediately notify TransContainer of detected damage/non-conformities, draft together with the carrier (who provided a damaged container) and TransContainer (if possible) an appropriate certificate and require replacement of the container provided.

If containers provided for loading are not technically sound and/or commercially feasible, TransContainer's obligations to provide the containers shall be deemed not fulfilled until the suitable containers are provided.

If any dispute arises between the Customer and TransContainer or the carrier concerning the container provided for loading in terms of its being technically sound and/or commercially feasible, the Customer jointly with the carrier (who provided the damaged container) and TransContainer (if possible), shall draft a certificate stating the differences, providing photofixation to confirm the standpoint and notify TransContainer. In this case, the issue of the Parties' liability for proper fulfillment of their obligations to provide / accept the container shall be settled by the Parties additionally.

2.3.13.2. when a loaded container is received before the Cargo has been unloaded from it, for damage and for conformity of the installed locks and seals (hereinafter referred to as the locks and seals) with information specified in shipping documents.

If there is a container damage that may entail the Cargo non-safety, if locks and seals are absent/damaged or locks and seals does not match the information specified in the shipping documents, promptly notify TransContainer of such circumstances, issue jointly with the carrier (that provided the container) and TransContainer (if possible) the respective certificate and require the commission release of the Cargo (unless the carrier itself initiated the procedures stipulated in the Law).

2.3.13.3. after the Cargo was unloaded from container, for damage and/or pollution.

If any container damage is detected, promptly notify TransContainer on detected damage/ non-conformities, draft jointly with the carrier (that provided the container) and TransContainer (if possible) the respective certificate in order to establish the person responsible for the damage.

If any pollution is found, clean the container on its own or order and pay for the said service to TransContainer.

2.3.14. Make sure the Cargo is intact during its unloading from the container. If any shortage, damage or loss of Cargo is revealed, promptly notify TransContainer thereof and issue the respective documentary evidence.

2.3.15. Be responsible for the submitted container safety, until it is returned to TransContainer (the person indicated by TransContainer), in particular, when it is held by the carrier or other persons related to Cargo transportation.

The Customer shall not be liable for the safety of the provided container for the period when the container is held by TransContainer when TransContainer performs its obligations under the Contract, in particular, for the period of transportation, when TransContainer acts as the consignor and/or consignee on the respective transportation haul except for the cases when safety violation is a result of non-fulfillment or improper fulfillment of subparagraphs 2.3.5 and/or 2.3.6 of these General Conditions by the Customer.

If TransContainer renders Service according to the Order, which includes TransContainer's obligations to load/ unload Cargo into/from the container, the Customer shall not be liable for the container damage caused by violation of rules and conditions of the cargo placement and fastening in the container; except for the damage to the container caused by the Customer's failure to fulfill or to duly fulfill the requirements of subparagraphs 2.3.5 and/or 2.3.6 of these General Conditions.

2.3.16. Timely deliver (return) TransContainer's wagon and/or container after the Cargo unloading, which shall be technically sound (without deformations/dents, holes etc.) and commercially feasible to the wagon and/or container return point stipulated in the Order, release, TransContainer's instruction or in other manner stipulated in the Contract. If any dispute arises concerning the wagon and/or container return (timing, return point, state), the Customer shall provide the documents confirming return of TransContainer's wagon and/or container and the respective circumstance.

If the Customer fails to return TransContainer's wagon and/or container within the approved time limit, TransContainer may consider its wagons and/or containers lost (however not earlier than Thirty (30) calendar days from expiration of the time limit for their return).

2.3.17. Provide TransContainer with copies of documents stipulated in Article 165 of the Russian Tax Code, to confirm relevancy of applying 0% value added tax (hereinafter referred to as VAT) rate for the Services rendered during international and transit Cargo transportation, within Ninety (90) calendar days from the date of the Cargo acceptance for transportation, unless otherwise agreed by the Parties

2.3.18. Duly fulfill any other obligations arising out of the Order, Contractual conditions and the Law requirements.

#### 2.4. The Customer shall have the right to:

2.4.1. Require that TransContainer duly fulfills its obligations imposed on it by the Contract and the Law.



2.4.2. Give written instructions to TransContainer regarding fulfillment of the Orders and Contract conditions.

2.4.3. Receive from TransContainer:  
information on the Order fulfillment progress and other information in the manner stipulated in the Contract;

explanations on the documents provided by TransContainer;  
one copy of Forwarding Conditions.

The information shall be provided in the manner stipulated in paragraph 3.1 of these General Conditions.

2.4.4. Withdraw the Services approved in the Order, at any time, either fully or partially; in this case the consequences shall be applied on the terms stipulated in paragraph 6.15 of these General Conditions.

Withdrawal of the Services shall be issued in writing and signed by an authorized representative of the Customer. The Customer's respective action/inaction that testifies the Customer's actual withdrawal of the Services shall be deemed the withdrawal as well.

2.4.5. Address TransContainer on the issues concerning the Services rendered, rate calculation, organizational issues, and send the feedback on TransContainer's activity, proposals as to its improvement, acknowledgements, complaints to the employees' actions, in particular, concerning the service quality etc.

2.4.6. Exercise any other rights stipulated in the Contract and the Law.

#### 2.5. The Parties shall:

2.5.1. Fulfill the Contractual conditions conscientiously; if any provisions that govern relations between the Parties are not included into the Contract, be guided by the Law.

2.5.2. Ensure the necessary operational cooperation in the Personal Account, which would allow for timely exchange of the documents and information. The Parties admit that the documents and information sent via the Personal Account shall be deemed received on the day they were sent (online). If there is no Personal Account, cooperation shall be via the communications channels specified in paragraph 3.1 of these General Conditions.

2.5.3. In case of provision of the information classified by at least one Party as confidential information in the course of cooperation under the Contract, the Party that received such information shall establish and comply with the confidentiality mode, in particular, refrain from disclosing information to third parties, unless it is requested by governmental authorities in the stipulated manner.

The information shall be classified as confidential by making a respective note in the document which is the information medium.

2.5.4. Notify the other Party in writing without undue delay about change in address, bank details, legal form of incorporation, name etc. The Party shall be deemed notified from the date when the said written notification was received.

2.5.5. Notify the other Party in writing about change in the circumstances, with respect to which the Party has made representations, which entail their unreliability.

#### 2.6. Each Party shall have the right to:

2.6.1. Post information and refer to the corporate name, commercial designation of the other Party on its own, without prior written consent unless otherwise stipulated in the Contract. Posting of the trademark, service mark (logo) or domain name of the other Party is only possible after its written consent was received.

2.6.2. Designate the persons responsible for prompt cooperation under the Contract, notifying the other Party of the contact details and authority of these persons in the stipulated manner.

2.6.3. Initiate conclusion of an additional agreement that covers in the issues unsettled in the Contract, but which are significant for the Party.

2.6.4. Defend its interests and exercise its rights in any possible way not prohibited by the Law and not contradicting the basis of legal order or morality, unless such method is stipulated in the Contract.

#### 2.7. Representations of the Parties:

2.7.1. Each Party shall represent and warrant that:

information on the legal entity/data on the individual provided in the course of entering into the Contract and included into the Contract are reliable;

corporate procedures, approvals etc. required for entering into the Contract and for the issue of the Orders were complied with; the Contract is signed by the person duly authorized to take such actions;

the Contract conclusion and its subsequent performance is not intended, directly or indirectly, to break the Law, the basis of public order, nor is prejudicial to the interests of the Parties, and the Contract was signed without coercion or influence of unfavorable circumstances;

the Party is not included into the register of unfair suppliers (contractors), nor is subject to liquidation or bankruptcy proceedings, its activities have not been suspended by the respective governmental authorities;

compliance with the personal data processing principles and rules as stipulated in the personal data protection law, with personal data confidentiality and the personal data security during processing;

with regard to the provided personal data, the personal data owner, in the manner stipulated in the Law, has given consent to the personal data processing, in particular to transfer to third parties and cross-border transfer.

2.7.2 TransContainer represents and warrants that it has all necessary permits, certificates, licenses etc. for the Contract performance.

2.7.3. The Customer represents and warrants that the documents and information concerning the Cargo (description, weight, properties, transportation conditions etc.), the consignor, the consignee (their names, location, etc.) as well as other documents and information provided by the Customer under the Contract are reliable.

### **3. Communication**

3.1. The information and document exchange under the Contract shall be conducted depending on the Customer's individual capacity and preferences, with regard to the requirements of the Contract and the Law, the nature and purposes of the operations:

via the Personal Account;

by phone (Contact Center: 8 (800) 100 22 20; +7 (495) 788 17 17);

by e-mail (TransContainer address for receiving correspondence: [trcont@trcont.com](mailto:trcont@trcont.com), [DOC@trcont.ru](mailto:DOC@trcont.ru), for sending correspondence –domain @trcont.ru);

in online chat (address: <https://iSales.trcont.com>);

by sending mail correspondence;

by courier.

If the Customer has the Personal Account, the information exchange via the Personal Account is a top priority.

If there is no Personal Account, the Order shall be issued according to the Special Conditions of Order issue in hard copy.

3.2. The Parties agreed that any of the Customer's actions carried out via the Personal Account (including approval of orders and signing of documents) shall be deemed concluded by the Customer and in its interests.

3.3. The Parties shall not challenge the electronic form of documents. Any information and/or document provided electronically via the Personal Account shall be deemed an electronic document that is equivalent to the hard copy document signed by the own signature of the Party, having sent a document. In this case, execution of these documents in hard copy is not required, except for VAT invoices / correction VAT invoices, certificates on services rendered / certificates on correction of the volume of services rendered, UPD / universal correction documents (UCD). However, if necessary, other documents can also be issued in hard copy at the request a Party.

Orders, appeals, and other information sent by the Parties via the Personal Account shall be deemed the documents signed by simple electronic signature. Upon agreement between the Parties, exchange of documents in the Personal Account may be carried out with the use of enhanced electronic signature. In this case, the Parties shall sign an appropriate agreement.

3.4. Main functionality of the Personal Account:

receipt of information on the list and cost of TransContainer's services by the Customer;

mailing of notifications on amendments/ additions to Forwarding Conditions;

issue and approval of Orders, mailing of notifications on the Order approval status;  
monitor of the Order fulfillment statuses, transported Cargo dislocation;  
receipt of the documents (invoices for prepayment, invoices for additional costs and penalties, electronic version of certificates on services rendered, VAT invoices / correction VAT invoices, certificates on services rendered / certificates on correction of the volume of services rendered, UPD / UCD, settlement reconciliation certificates etc.);  
payment for Orders with the use of payment cards;  
monitoring of the Individual Account state;  
provision of the information and documents necessary for the Contract performance, responses and applications;  
possibility to view, print, copy the information from the Personal Account.

3.5. As part of the information liaising, the Parties shall:

3.5.1. TransContainer

3.5.1.1. enable the Customer to read the user manual by sharing it on the Website, timely notify on change in the Personal Account and/or user manual functionality by sending the respective notifications;

3.5.1.2. upon the Customer's application for getting access to the Personal Account (that is normally carried out simultaneously with conclusion of the Contract), ensure its access by providing login and password and enable the use of the two-factor authorization<sup>1</sup>;

3.5.1.3. enable 24/7 operation of the Personal Account, except for the period required for preventive maintenance, of which the Customer shall be notified at least Six (6) hours prior to such work. In case of failure in the Personal Account operation TransContainer shall ensure receipt of the Orders, receipt/provision of information by means of cooperation through the Contact Center;

3.5.1.4. advise the Customer on operation in the Personal Account;

3.5.1.5. ensure timely processing of the information posted by the Customer in the Personal Account, according to the user manual and timely approval of the documents posted by the Customer in the Personal Account;

3.5.1.6. keep confidential the Customer's confidential information posted in the Personal Account, in particular, personal data;

3.5.1.7. when the password loss notification is received from the Customer by e-mail from the address specified in the Contract, block access to the Personal Account within One (1) hour from receipt of such notification.

The cases when the password is or may become known to third parties shall also be deemed loss of password.

The cases when the electronic device is transferred to third parties shall also be deemed loss of electronic device with the access certificate.

Provide the Customer with a new Electronic device and/or password in the manner stipulated in the user manual;

3.5.1.8. make sure the Orders issued by the Customer, as well as electronic copies of VAT invoices / correction VAT invoices certificates on services rendered, certificates on correction of the volume of services rendered, UPD/UCD, reconciliation certificates and correspondence are kept in the Personal Account for three years and enable their provision at the Customer's request.

3.5.2. Customer shall

3.5.2.1. independently learn the user manual on the Website and, upon receipt of the respective notification, changes in the Personal Account functionality and/or user manual;

3.5.2.2. ensure safety of the password. If the password is lost, all actions taken in the Personal Account on the Customer's behalf shall be deemed taken by the Customer itself, taking into account provisions of subparagraph 3.5.1.7 of these General Conditions;

3.5.2.3. make sure the information is received rather promptly in the Personal Account;

3.5.2.4. use the information received in the Personal Account for receipt of Services stipulated in the Contract only and prevent its disclosure;

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<sup>1</sup> Two-factor authorization is a technology which allows to identify users combining two different elements (besides login-password pair, it uses special code generated on the user's mobile device by a special authenticator application).

3.5.2.5. ensure work performance in the Personal Account in accordance with the user manual and by the Customer's duly qualified employees only;

3.5.2.6. promptly notify TransContainer on the password loss to TransContainer's e-mail address indicated in this subparagraph of the General Conditions, in order to prevent the unauthorized access to the Personal Account.

TransContainer e-mail address and contact phone:

e-mail: ServiceDesk@trcont.ru;

telephone numbers: 8 (800) 100 22 20; +7 (495) 788 17 17.

In case of failure in the Personal Account operation one shall call the telephone numbers indicated in this paragraph and/or send e-mail to is-help@trcont.ru.

3.6. If TransContainer has sufficient reasons to believe that the Customer or third parties who received (irrespective of the Customer's guilty or non-guilty actions/inactions) access to the Personal Account use the same for the purpose not stipulated in the Contract or take efforts to gain unauthorized access to the resources closed to the Customer, TransContainer shall have the right to block the Customer's access to the Personal Account.

3.7. When using the Personal Account the Customer confirms that the Customer has learnt the user manual.

#### **4. Order issue**

4.1. For executing the Customer's request in writing and approval of the Service list and cost by the Parties, the Parties shall issue the Order.

4.2. Before the Order issue, the Customer shall determine the route, scope of Services, necessity of additional services not included into the package of Services, period (date, schedule) of the Service rendering commencement, within which the Customer shall submit for transportation the entire Cargo volume stated in the Order.

The commercial conditions of the Services rendering taking into account the Customer's needs, shall be normally determined in the Order by TransContainer via information systems.

4.3. The Order sent by the Customer to TransContainer shall contain reliable and comprehensive information stipulated in the Order form. The Order shall state special Cargo properties and/or other circumstances that shall be taken into account during Services rendering, if any.

4.4. The Order shall be normally issued (submitted, approved) electronically, in the Personal Account, according to the user manual.

The hard copy Order issue shall be governed by the respective Special Conditions.

4.5. The Order shall be approved taking into account the Customer's needs and TransContainer's capacity.

TransContainer shall have the right to reject the Order:

if the information provided by the Customer is insufficient;

if there is no technical and/or technological capacity to render Services;

if there are no TransContainer's wagons and/or containers and other equipment available;

if the Customer is indebted to TransContainer under the Contract including under other forwarding contracts concluded between the Parties;

if TransContainer does not have any service conforming to the Customer's needs;

if the representations indicated in paragraph 2.7 of these General Conditions are found to be unreliable, if the Customer or the consignors/ consignees indicated by the Customer in the Order are included into the register of persons who provide unreliable information on the Cargo description and if there are other reasons to regard the Customer as unfair counterparty;

in other cases stipulated in the Contract and/or the Law.

4.6. If the Customer provides incomplete information required for the Services rendering, and if there are other reasons preventing approval of the submitted Order, TransContainer shall have the right to turn to the Customer for elimination of the detected defects and for making amendments and/or additions to the Order placed by the Customer. The procedure for making amendments and/or additions to the Order shall be approved by the Parties depending on the particular situation. These actions shall not be deemed the Order change.



4.7. If there is not enough money on the Individual Account for the Services rendering under the Order issued, the Customer shall be given Three (3) business days<sup>2</sup> (Seven (7) business days in case of international settlements) from the date when the Order is registered in TransContainer's information system to replenish the Individual Account. If the money is not received within the given period and/or at 12:00 pm of the day immediately preceding the Service commencement date, the Order shall be cancelled.

4.8. The Service rendering conditions approved in the Order can be modified:

upon agreement between the Parties;

unilaterally, by TransContainer in cases stipulated in the Contract; by the Customer with regard to the provisions changes in which do not affect the route, services rendering period and the Services cost, transportation conditions (e.g. the Customer's contacts, their phones, in particular cases – Cargo description).

The following shall not be deemed the Order change:

incurring of additional costs specified in subparagraph 5.4.1 of these General Conditions in the course of the Order fulfillment;

reduction of the scope of Services by the Customer's (e.g. quantity of TransContainer's wagons and/or containers in use, exclusion of Services); such reduction of the scope of Services shall be deemed the waiver of the approved Services and be governed by subparagraph 2.4.4 of these General Conditions.

Amendments to the approved Order shall be executed by sending specifying information regarding the Order.

4.9. The Customer shall have right to cancel the Order, if conditions of the Order approved by TransContainer (taking into account conditions of release) deviate from conditions determined by the Customer during submission of the Order. Such cancellation (cancellation of the Order) shall be performed in written form, signed by authorized representative of the Customer and sent to TransContainer within the terms which ensure receipt of the cancellation by TransContainer not later than 12 p.m. of the day following the day of the Order approval (release receipt), but in any case before the start of order fulfillment by the Customer.

In this case consequences stipulated in paragraph 6.15 of these General Conditions do not apply.

## **5. Service Cost and Settlement Procedure**

5.1. The Services cost shall depend on the route, volume of transported Cargo, other transportation characteristics and be determined by the quantity and type of the Services selected by the Customer and agreed upon by the Parties in the Order.

The Services cost shall be calculated at rates determined by TransContainer.

If, according to the Law, rendered Services are liable for VAT. The VAT amount shall be included in at the applicable tax rate and recorded in the documents evidencing cost of Services.

5.2. The Services cost is normally calculated at the Personal Account using TransContainer information system.

5.3. The Services cost agreed upon in the Order may be changed by TransContainer unilaterally in the following cases:

of changes in rates, charges, fees, penalties determined by governmental authorities, international agreements and contracts or by Ministerial Safeguards of the Russian Railway Transport (FGP) taking into account that the cargo was not accepted for transportation by the respective carrier;

of changes in rates, charges, fees, penalties set by carriers, with simultaneous compliance with the following conditions: a) Cargo transportation under the Order is carried out in indirect and/or mixed traffic; b) the Cargo transportation Order performance period in ordinary conditions is over Thirty (30) calendar days from the date of the approval of the Order; c) the Cargo was not accepted for transportation by the respective carrier.

The Customer shall be notified of change in the cost.

5.4. If additional costs are incurred during provision of Services, the Customer shall pay/ reimburse for them.

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<sup>2</sup> For the purposes of the Contract, business days shall be determined according to the Russian law.

Additional costs shall not be charged (reimbursed) if they arose through TransContainer's fault.

5.4.1. Additional costs include:

(a) payments and charges, including the Cargo safeguarding charges related to idling at the dispatch/ destination stations, in ports, other Terminals, in border crossings in the following cases:

when transit Cargoes (wagons and/or containers), for which there are no JSC RZD telegrams (confirmation) evidencing payment for such transportation via TransContainer, due to the Customer's fault, arrive from foreign railways or via ports to JSCo «RZD» railway stations;

if there are errors or discrepancies in available shipping and other transportation documents and if there are no necessary documents for customs, sanitary and other state monitoring of the Cargo, transportation of which is ordered by the Customer;

if the Customer fails to provide shipment information timely or to provide complete shipment information;

if wagons and/or containers with Cargo are retained at the initiative or in accordance with request of customs authorities or other governmental monitoring and supervisory authorities;

(b) costs related to undertakings conducted at the initiative or in accordance with the request of customs, quarantine, veterinary and other governmental monitoring authorities; other costs arising out of the Services and vested in TransContainer as in the payer for Cargo transportation;

(c) scopes of Services that actually exceeded the agreed upon (e.g. the container storage periods agreed upon in the Order; periods for Customer's holding of TransContainer's wagons and/or containers in its custody, in particular, under cargo handling at non-public areas; for the period of delay on the route for circumstances attributable to the Customer or any persons engaged by the Customer (hereinafter referred to as Additional Provision); the time spent on the Cargo truck transportation, etc.) shall be paid based on actually provided volumes;

(d) additional services and works required during the Order fulfillment; expenses related to retention and storage of the Cargo;

(e) other substantiated and confirmed costs incurred by TransContainer and related to provision of Services.

5.4.2. If additional costs arise, the Customer shall be notified thereof (if necessary or at the Customer's request, TransContainer sends copies of documents substantiating the incurring and/or scope of additional costs), unless otherwise is stipulated in the Contract.

If Additional Provision occurs TransContainer additionally forms Register and sends it to the Customer for considerations usually by means of e-mail.

In case the Customer does not agree with the data provided it shall send grounded objection not later than in 7 calendar days from the date of receiving of notification on occurrence of additional costs/register; such discrepancies shall be settled by the Parties in the determined manner.

Absence of grounded objections during the period determined in subsubparagraph 3 of this subparagraph shall be considered as the consent of the Customer for payment of additional costs and writing off the monetary funds from the Personal account in the established procedure..

5.5. Unless otherwise stipulated in the Contract, the Customer shall make One Hundred percent (100%) prepayment for Services.

Additional costs shall be paid within Five (5) business days from receipt from TransContainer of the respective invoice.

5.6. The Customer shall effectuate payment under the Contract at the details indicated by TransContainer in the Contract or in the invoice.

The payment date, in case of money transfer from the Customer's settlement account on the basis of the payment order, shall be the date of the money receipt to the correspondent account of the beneficiary's bank.

All bank charges related to payments hereunder shall be borne by the paying Party.

When making payment under the Contract, the Customer undertakes to fulfill TransContainer's instructions concerning the «Payment Purpose» column completion, in particular, specify the date and number of the issued invoice/certificate on services rendered/VAT invoice / UPD, as well as correction documents or the breakdown of the payment amount by the Individual Account items and VAT rates.

5.7. TransContainer shall charge payments and record received money under the following Individual Account items:

TransContainer's forwarding services (the Services rendered to the Customer by TransContainer by its own efforts and at its expense, and also by efforts of the third parties engaged in fulfillment of the Customer's assignments: carriers, stevedores, etc., including additional charges and fees accrued by the above co-contractors), in particular, those liable at 20%, 0%, VAT rate, or VAT exempt;

co-contractors' services (third parties' re-billed services), including liable at 20%, 0% VAT rate, or VAT exempt;

TransContainer's penalties (fines, forfeits, losses, other sanctions charged for reasons stipulated in Section 6 of these General Conditions, in relevant sections of Special Conditions, Law provisions);

co-contractors' penalties (fines, forfeits, losses, other sanctions charged for reasons envisaged in the respective contracts and Law provisions).

Money re-allocation from one Individual Account item to another one shall be carried out, unless otherwise stipulated in the Contract, at the Customer's written application to TransContainer (the Customer – legal entity, at the application signed by CEO and/or Chief Accountant or by other persons entitled to sign payment and financial documents, bearing the seal in the established manner). TransContainer shall, if there are accounts receivable in one of the Individual Account items, reserve the right to transfer the money from another item with sufficient money to this item to repay the accounts receivable with the following indication of such transfer in the settlement reconciliation certificate.

5.8. Money shall be credited and debited to the Individual Account items using FIFO method (starting from the earliest credits/debits, in the ascending order).

5.9. The settlement period shall be agreed upon by the Parties in the Contract.

At the end of each settlement period, TransContainer shall, within Five (5) calendar days, issue the certificate on services rendered (including appendix), the VAT invoice or UPD (including appendix) and send (distribute) the same to the Customer.

If the signed Certificate on services rendered is not received from the Customer by TransContainer (including appendixes) or UPD (including appendixes) within Ten (10) calendar days from its provision (distribution) to the Customer, and in the absence of the Customer's written substantiated refusal from signing the same, the Certificate on services rendered or UPD shall be deemed signed by the Customer, and the Services, rendered and accepted without dispute. The Certificate on services rendered shall be accepted for recording in TransContainer's accounting.

The Parties shall sign the Settlement reconciliation certificates at least twice a year. The deadline for consideration, signing and return of the signed copy of the settlement reconciliation certificate to TransContainer as a rule shall not exceed Twenty (20) calendar days from the date of its sending to the Customer.

5.10. If, upon signing by the Parties of the Certificate on services rendered or UPD, any additional costs or change in the Services cost are found (in cases stipulated in paragraph 5.3 of these General Conditions), TransContainer shall issue and send the certificate of adjustment of the Certificate on volume of services rendered (including appendix), the adjustment VAT invoice or UCD (including appendix), to the Customer.

The documents shall be sent and signed in accordance with the procedure stipulated in subparagraph 5.9 of these General Conditions.

5.11. If the Customer withdraws the Services, either fully or partially, and in case of excessive payment, the already remitted money shall be refunded to the Customer at the Customer's written request within Thirty (30) calendar days from submitting the written claim or can be used as prepayment for subsequent Services.

Actually incurred costs, fee for actually rendered Services, additional costs, forfeit and other sanctions stipulated in the Contract shall be deducted from the refunded amounts.

5.12. Payment of the forfeit (penalties, fines), any other sanctions, indemnification against losses charged by the Parties according to Section 6 of these General Conditions, to the respective sections of the Special Conditions and/or the Law provisions, shall be effectuated based on the appropriate invoice, notice or claim, in particular, by debiting the money from the Individual Account (with the Customer's consent).

The due date under the invoice, notice shall be Ten (10) calendar days from the date of its receipt; under the claim, it shall be determined according to Section 8 hereof.

## 6. Liability of the Parties

6.1. The Parties shall be liable according to the Law.

6.2. The Customer shall reimburse TransContainer for losses arising out of:

the Customer's failure to fulfill the requirements of customs, tax, sanitary and other governmental authorities of the countries where transportation is carried out, if cargo owners and/or consignors/consignees are directly vested with fulfillment of these requirements;

the Customer's non-fulfillment of the obligations on provision of comprehensive and reliable information and documents necessary for customs, tax, sanitary and other governmental authorities and their timely transfer to TransContainer and/or third parties;

6.3. The Party responsible shall compensate the other Party losses incurred in connection with the responsible Party's failure to fulfill and/or duly fulfill obligations under the Contract, taking into account provisions of the Contract.

6.4. TransContainer shall be entitled to charge, and the Customer shall be obliged to pay the penalty and reimburse losses taken by TransContainer regarding provision of unreliable information:

6.4.1. One Hundred Thousand rubles (RUB 100,000) - for each detected case when unreliable information on the Cargo description was provided (mismatch of the actually transported Cargo to the information specified in the Order).

The following shall not be regarded as the provision of unreliable information on the Cargo description:

incorrect identification of ETSNG/GNG code (Unified Tariff Statistical Nomenclature of Cargoes/Harmonized nomenclature of cargoes) with the description of the Cargo being properly indicated;

The liability stipulated herein shall not apply if:

a) giving the description that differs from the one of the Cargo actually transported but which refers to the same tariff group, with the properties and basic characteristics being the same, and the committed violation didn't affect the cost and safety of the Cargo transportation, and didn't result in bringing TransContainer to justice by governmental bodies or other parties (carriers etc.)

b) if in due course and in advance (before it is revealed by the regulatory bodies or organizations, including TransContainer) the Customer provides the clarifying information to the Order about change of the cargo description and such change has not resulted in changing the route, the term of rendering and the cost of the Services, terms of transportation, this also has not led to violation of the transportation safety rules, the losses suffered by TransContainer, and no Party has held liable by any state institutions or third party (carriers, etc.);

c) if the Customer reissues the Order (withdraws the agreed order and issues a new one) and provides the correct information relating to the description and properties of the cargo in advance (before it is revealed by regulatory bodies or organizations, including TransContainer) and in accordance with the procedure stipulated in the Contract;

d) forwarding/shipping arrangements shall not be carried out by TransContainer, the only service to be rendered is the operational one on provision of wagons for transportation.

6.4.2. One Hundred Thousand rubles (RUB 100,000) - for each detected case when the actual weight of the Cargo submitted for transportation exceeded / was less than the one specified in the Order and/or shipping document.

The liability in the amount of One Hundred Thousand rubles (RUB 100,000) shall apply if the indicated excess/reduction resulted or may have resulted in safety violation and/or affects the transportation cost and/or violates the requirements for the wagon/container/motor vehicle cargo capacity and/or permissible weight requirements and/or motor transport axis load requirements, which resulted or may have resulted in TransContainer's incurring losses or holding liable by any governmental authorities or third parties (carriers etc.), otherwise the penalty shall be Twenty Thousand rubles (RUB 20,000).

The exceptions shall be as follows:

when TransContainer provided for transportation the wagon/container/motor vehicle that did not ensure compliance with requirements to the wagon/container/motor vehicle cargo capacity and/or permissible weight and/or motor vehicle axis load, based on the Cargo weight stated in the Order. If the Customer did not indicate any Cargo weight in the Order, this exception shall not apply;



the Customer changes the Cargo weight in the Order in the manner stipulated in the Contract, provided that such excessive weight/ weight reduction did not result in unsafe transportation, TransContainer's losses, holding liable by any governmental authorities or third parties (carriers etc.), changing conditions of the Order shall not be required for continuation of its fulfillment.

6.5. For the Customer's payment delay TransContainer shall have right to charge, and the Customer shall pay, a penalty equal to Three-Hundredth percent (0.03%) of the outstanding amount for each day of delay.

6.6. If TransContainer's fails to supply wagons and/or containers on the dates agreed upon in the Order, the Customer shall have right to charge, and TransContainer shall pay, the penalty equal to the daily cost for the service «Supply of Wagon/Container for Additional Operations Related to Cargo/Container Transportation», for each day of delay.

6.7. In case of drop-off of wagons and/or containers by the Customers at the point different from the drop-off point, specified in the Order, release, TransContainer's instruction or in any other manner stipulated in the Contract (hereinafter referred to as the drop-off point) TransContainer shall have right to charge, and the Customer shall pay, a forfeit for each wagon or container equal to:

In case the drop-off point located in the Russian Federation - Ten Thousand rubles (RUB 10.000)

In case the drop-off point located in foreign countries - Fifteen Thousand rubles (RUB 15.000).

Moreover the Customer on TransContainer's request shall reimburse for the losses suffered by TransContainer in connection with the improper fulfillment of the obligations regarding the return of a TransContainer's wagon and/or container.

for each case when the documents required for the Cargo re-registration from one transport mode to another in case of multimodal transportation were not provided, when provision of such documents is the Customer's duty, and TransContainer is unable to obtain the documents on its own.

6.8. TransContainer shall be liable for delivery delay, loss, shortage or damage (spoilage) of the Cargo if TransContainer providing Services in the respective haul acted as the carrier (directly carried) or as the consignor under the contract of carriage.

Herewith TransContainer's liability is limited to the carrier's liability limits determined in the Law and/or by bill of lading conditions.

6.9. If the Customer defaults on its obligation to clean TransContainer's wagon and/or container from impurities after the Cargo unloading (cleaned from earlier transported cargo, garbage, separation and fastening items, danger signs etc.). TransContainer shall have right to charge, and the Customer shall pay, the exclusive forfeit (compensation for losses that exceed the forfeit is excluded) for each non-cleaned wagon and/or container in the amount of:

One Thousand and Five Hundred rubles (RUB 1,500) – in case of return to the Terminal situated in the Russian Federation and if during subsequent cleaning no chemical agents (products) and/or mechanic abrasive tools have been used;

Five Thousand rubles (RUB 5,000) – in case of return to the Terminal situated outside the Russian Federation and if during subsequent cleaning no chemical agents (products) and/or mechanic abrasive tools have been used; in case of return to the Terminal situated in the Russian Federation and if during subsequent cleaning chemical agents (products) and/or mechanic abrasive tools have been used;

Ten Thousand rubles (RUB 10,000) – in case of return to the Terminal situated outside the Russian Federation and if during subsequent cleaning chemical agents (products) and/or mechanic abrasive tools have been used.

6.10. If TransContainer's wagons and/or containers staying under the Customer's responsibility are damaged, TransContainer shall have right to charge, and the Customer shall indemnify losses, including the expenses that TransContainer incurred or will incur for their repairs, transportation to repairs enterprises, expenses related to estimation/expertise of the damaged wagon and/or container etc.

The documents proving TransContainer's losses in connection with the container damage shall be, in particular, the report and/or certificate of completion issued by TransContainer's co-contractor or an electronic estimate<sup>3</sup>.

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<sup>3</sup> Estimate is applicable to international transportation only, it is issued within the territory of foreign countries, its content is equal to that of repair calculation sheet.

6.11. If the Customer loses or damages TransContainer's wagon beyond repairs, TransContainer shall have right to charge, and the Customer shall compensate for damages in the amount of the wagon market value, the evaluation costs, if necessary, and other costs reasonably incurred by TransContainer. The Customer shall have right upon TransContainer's approval to compensate for losses by transferring to TransContainer's ownership a wagon with similar technical parameters, specification, year of manufacture and state; the wagon shall have the color, corporate attributes of TransContainer; the Customer shall bear all the expenses related to re-registration of the wagon in the Federal Rail Transport Agency.

The Customer shall pay for TransContainer's wagon provision till compensation for the lost wagon, at the rates for the service «Wagon/Container Provision for Additional Operations Related to Cargo/Container Transportation». In case TransContainer possesses supporting documents and fails to transmit them to the Customer in due time, payment for wagon provision shall not be charged for the whole period of delay.

6.12. If the Customer loses TransContainer's container or a container is damaged beyond repairs, TransContainer shall have right to charge, and the Customer shall pay, the exclusive forfeit (compensation for losses that exceed the forfeit is excluded) in the following amounts:

20" general purpose container (1CC type) – Three Hundred and Fifty Thousand rubles (RUB 350,000);

20" thermal insulated container (1CC type) – One Hundred and Sixty Thousand rubles (RUB 160,000);

20" specialized (open top, hard top, flat rack) container – Five Hundred Thousand rubles (RUB 500,000);

20" specialized (hard top designed for rolled steel 22U6 type transportation) container – One Million Five Hundred Thousand rubles (RUB 1,500,000)

20" tank container (1CC type) – One Million Two Hundred Thousand rubles (RUB 1,200,000);

40" general purpose container (1AAA type) – Six Hundred Thousand rubles (RUB 600,000);

40" specialized (thermal insulated, open top, hard top) container (1AAA type) – Two Hundred and Fifty Thousand rubles (RUB 250,000);

40" general purpose pallet wide container (1AAA type) – Two Hundred and Sixty Thousand rubles (RUB 260,000).

Upon agreement between the Parties the fee indicated in this paragraph of the General Conditions may be replaced with in-kind compensation, with a container of similar technical parameters, state, year of manufacture; the container shall have TransContainer's corporate color and logo.

In this case, the Customer shall pay for container provision till the date when money for the lost container is remitted or loss is compensated in-kind, at the rates for the service «Wagon/Container Provision for Additional Operations Related to Cargo/Container Transportation». In case TransContainer possesses supporting documents and fails to transmit them to the Customer in due time, payment for wagon provision shall not be charged for the whole period of delay.

6.13. The Party that engaged third party for performance of its obligations under the Contract shall be liable to the other Party for this party's failure to perform or to duly perform the obligations as for its own actions.

6.14. The liability for damage caused by TransContainer's wagons and/or containers to third parties and the risk of occasional loss or damage of TransContainer's assets shall be shared by the Parties, depending on which of the Parties held the wagons and/or containers or other assets of TransContainer in safe custody then.

6.15. In case of unilateral withdrawal of the Order (Services, fully or partially), the Party shall have right to claim, and the other Party shall pay, the losses caused by the withdrawal, and the penalty equal to Ten percent (10%) of the costs incurred by the other Party.

In order to reach an agreement on the amount of losses and to simplify the penalty collection procedure, the amount of penalty and losses jointly within the frame of the Order is calculated as follows:

Three Thousand rubles (RUB 3,000), if cost of agreed upon but not rendered Services ranges from Twenty Five Thousand rubles (RUB 25,000) to Fifty Thousand rubles (RUB 50,000);

Five Thousand rubles (RUB 5,000), if cost of agreed upon but not rendered Services ranges from Fifty Thousand rubles (RUB 50,000) to One Hundred Thousand rubles (RUB 100,000);

Ten Thousand rubles (RUB 10,000), if cost of agreed upon but not rendered Services ranges from at least One Hundred Thousand rubles (RUB 100,000).

This calculation shall be implemented in case of unilateral refusal of a Party to receive/render Services under the approved Order (completely or partially) less than three (3) days prior to the start of Services rendering, provided that use of TransContainer's equipment is stipulated in the Order.

A Party which has been claimed to reimburse for the losses and to pay forfeit, calculated in accordance with part 2 of the present paragraph of General Conditions shall have right to refuse before the deadline of a payment period from application of such calculation before the deadline of a payment period and to demand collection of losses and penalty in accordance with the established procedure.

6.16. If TransContainer's wagons and/or containers are sent without agreement with TransContainer indication of TransContainer in the shipping documents as a payer, its codes or its partners' codes, and in case of dispatch on routes and at rates that are not agreed upon with TransContainer or at the expired rates, and/or with other services and/or in volumes that exceed those agreed, the Customer shall pay for rendered Services in accordance with invoices issued by TransContainer.

If TransContainer detects the abovementioned unauthorized shipments, it shall have right to require, and the Customer shall pay, the penalty equal to One Hundred Thousand rubles (RUB 100,000) per shipment.

The Customer is not allowed to refuse to pay for the shipments issued and carried out according to instructions (codes) issued by TransContainer.

6.17. TransContainer shall not be liable for any losses arising out of:

low-quality, improper or damaged package of the Cargo and non-preparation of the container (equipment) for transportation of the respective Cargo, unless such package preparation is vested with TransContainer according to the Order;

non-compliance with the requirements of Specification for Cargo Placement and Attachment in Wagons and/or Containers, other regulations, except for the case when such placement and attachment are vested with TransContainer, according to the Order;

the Customer's provision of improper documents and/or false information;

in other cases prescribed by the Law.

6.18. In case of delay of money remittance at the Customer's request according to paragraph 5.11 of these General Conditions, the Customer shall have right to charge, and TransContainer shall pay, a penalty equal to Three-Hundredth percent (0.03%) of the outstanding amount for each day of delay.

6.19. For failure to provide the documents stipulated in subparagraph 2.3.17 of these General Conditions timely, TransContainer shall have right to charge, and the Customer shall pay, the exclusive forfeit (compensation for losses that exceed the forfeit is excluded) at Twenty percent (20%) of the cost of Services, for which the Customer failed to provide documents.

6.20. The Party that failed to perform or to duly perform the obligations stipulated in subparagraphs 2.5.3 - 2.5.5 of these General Conditions shall bear all consequences and risks, including full compensation for losses. This failure shall entitle the other Party to terminate the Contract unilaterally.

6.21. If settlements under the Contract are made in a currency other than Russian rubles, the amount of forfeit (fines, penalties), losses, other sanctions charged by the Parties according to this section of the General Conditions, the respective sections of the Special Conditions and/or provisions of the Law, shall be determined in the currency of the Contract at the exchange rate quoted by the Central Bank of the Russian Federation, as applicable as of the invoice, notice, claim submission date.

When this invoice, notices, claim are paid later than prescribed, the amount shall be calculated at the exchange rate quoted on the invoice, notice, claim payment date. If the exchange rate changes, which results in the reduction of the amount of charged penalties, the exchange rate applicable as of the invoice, notice, claim submission date shall apply.

6.22. Payment of a forfeit (fine, penalty), other sanctions and charges, stipulated in the Contract and/or prescribed by the Law shall not relieve the responsible Party from performance of its obligations under the Contract.

Payment of the forfeit (fine, penalty) stipulated in the Contract shall not relieve the responsible Party from indemnifying the other Party against incurred losses in part not covered by forfeit unless otherwise stipulated in the Contract,.

## **7. Force Majeure Events**

7.1. Neither Party shall be liable to the other Party for failure to perform or to duly perform obligations under the Contract, due to force majeure events, i.e. the circumstances that are extraordinary and unpreventable in the existing conditions, in particular: declared and actual war, civil unrest, acts of terrorism, flood, fires, earthquakes, storm and other natural disasters, as well as publication of prohibitive acts by governmental authorities.

7.2. Certificates or other documents issued by the competent authorities and institutions shall serve as proper proof of the existence of the abovementioned circumstances.

7.3. If force majeure events arise, the period for performance by the Parties of their obligations shall be postponed pro rata the duration of these circumstances.

7.4. The Party prevented from performance of its obligations hereunder shall promptly, within Two (2) business days from the onset of these circumstances, notify the other Party on occurrence, anticipated duration and termination of force majeure events.

## **8. Dispute Settlement**

8.1. All disputes arising out of or in connection with the Contract shall be settled by the Parties by negotiations.

To efficiently settle any dispute, the Party that believes its rights and interests were breached shall approach the Contact Center and/or Personal Account or take any other efforts that would ultimately result in prompt obtaining of an explanation, elimination of defects etc.

8.2. If the Parties fail to reach agreement in pre-trial claim procedure, the Party that believes its rights and interests were breached shall approach the other Party with a claim.

8.3. Claims shall be submitted within six months from the onset of the circumstances that gave rise to their presentation.

8.4. Claims shall be issued in writing, signed by authorized representatives of the Party that states the claim and sent to the other Party with attachment of the necessary documents evidencing the stated claims.

Claims shall be sent by registered mail with delivery notice, by courier or by sending a scan copy of an issued (signed) claim as well as attached documents to an e-mail specified in the Contract or in paragraph 3 of these General Conditions.

Should the authenticity of the provided documents raise any doubts, shall the documents (or any fragments) appear to be unreadable or for any other reason, the Party – claimer shall under undisputable request of the other Party provide originals and certified copies of the documents sent by e-mail not later than in Ten (10) calendar days from the date of the request acceptance. The claim review period shall be prolonged for Ten (10) calendar days.

Anyway the Parties shall keep the originals of the documents till the dispute settlement.

8.5. Claims related to delays with delivery of the Cargo against the deadlines established by Law or cargo transportation contract as well as spoilage, shortage or full loss of the Cargo during transportation in individual transport modes, shall be asserted against the carrier who was directly involved in this transportation.

When issuing a claim, one should be guided by the Law that governs the relations involving cargo transportation by the respective transport mode. TransContainer at the Customer's request provides the necessary assistance in handling claims with the carrier, if TransContainer arranged for such transportation.

This paragraph shall not apply to cases when the consignor/consignee under the contract of carriage, during which the delivery was delayed and/or the Cargo spoilage, shortage or full loss took place, was TransContainer.

8.6. The claim review period is Thirty (30) calendar days from its receipt, unless otherwise envisaged in the Contract.

8.7. A response to the claim shall be sent similarly to the procedure for asserting the claim.

8.8. If the claim is admitted, the Party shall fully meet the requirements stated in the claim within Ten (10) calendar days from expiry of the term specified in this paragraph for claim review.



Absence of objections within the prescribed period of time shall be deemed as recognition of the claim, apart from a written response.

8.9. If the dispute was not settled by the Parties in a claim procedure, it shall be referred to and finally settled by court authorities, according to the jurisdiction determined in the Contract.

## **9. Anti-Corruption Clause**

9.1. When performing their obligations under the Contract, the Parties, their affiliates, employees or their intermediaries do not pay or offer to pay or permit payment of any money or anything valuable, directly or indirectly, to any persons to influence actions or resolutions of these persons to gain any illegal advantages or achieve any other illegal goals.

When performing their obligations under the Contract, the Parties, their affiliates, employees or intermediaries shall not take actions qualified by the Law as bribe taking/giving, commercial bribery, and other actions that violate the Anti-Corruption Law.

9.2. If a Party suspects that any provisions of paragraph 9.1. of these General Conditions have been or may be violated, the respective Party shall notify the other Party thereof in writing. In the written notification, the Party shall refer to the facts or provide materials that reliably confirm or give reason to believe that the violation of any provisions of paragraph 9.1. of these General Conditions by the other Party, its affiliates, employees or intermediaries occurred or may occur.

Channels for notifying TransContainer of violations of any provisions of paragraph 9.1. of these General Conditions: 8 (495) 788-17-17, official website: <https://trcont.com/en/main>.

The Party that received a notification of violation of any provisions of paragraph 9.1. of these General Conditions shall review the notice and advise the other Party on its review results within Fifteen (15) business days from obtaining of the written notification.

9.3. The Parties guarantee to carry out proper investigation of violations of provisions of paragraph 9.1. of these General Conditions in compliance with the confidentiality principles and to take efficient efforts to prevent any possible conflicts. The Parties guarantee there will be no negative consequences for the notifying Party in general and for any particular employees of the notifying Party who notified on the violations.

9.4. If actual violation by either Party of provisions of paragraph 9.1. of these General Conditions is confirmed and/or the other Party does not receive information on the violation notification review results according to paragraph 9.2. of these General Conditions, the other Party is entitled to terminate the Contract in unilateral non-judicial procedure by sending a written notification at least Thirty (30) calendar days prior to the Contract termination date.

## **10. Contract Termination**

10.1. The Contract termination date shall be determined by the Parties in the forwarding contract signed by the Parties in hard copy.

If, at least Thirty (30) calendar days prior to the expiry date of the Contract, neither Party notified in writing of its intention to terminate the same, the Contract is deemed renewed for each subsequent calendar year. The note of application/non-application of this provision of automatic renewal shall be inserted in the forwarding contract to be signed by the Parties in hard copy.

If the Contract does not envisage long-term relations between the Parties (concluded for one-off rendering of Services) or the Contract does not specify its effective period, the obligations under the Contract shall be terminated by their fulfillment.

10.2. The Contract can be early terminated upon agreement between the Parties or at the initiative of either Party in such manner as stipulated in paragraph 10.3. of these General Conditions.

10.3. The Contract shall be unilaterally terminated by sending a written notification to the other Party at least Thirty (30) calendar days prior to the anticipated termination date.

The Contract shall be deemed terminated from the date indicated in the Contract termination notification, subject to compliance with the provisions of first period of this paragraph of General Conditions.

A written notification of the Contract termination is normally accompanied with the reconciliation certificate.

10.4. Contract termination (expiry, cancellation)

shall not result in termination of the obligations related to personal data processing, compliance with the confidentiality mode, use of corporate name, commercial designation and other obligations the nature of which presume their validity upon the Contract termination;

shall not relieve the Party from performance of obligations in connection with the Cargo, for which provision of Services was begun but was not terminated by the Contract termination date as well as the obligations related to settlements under the Contract and to performance of provisions of the Contract on liability of the Parties.

## 11. List of Special Conditions

Special Conditions of Forwarding Services Rendering on Order Issue in Hard Copy;

Special Conditions of Forwarding Services Rendering to Individuals;

Special Conditions of Forwarding Services Rendering on Provision of Wagons and/or Containers at Non-Public Areas;

Special Conditions of Forwarding Services Rendering with TransContainer Being Consignor and/or Consignee;

Special Conditions of Forwarding Services Rendering with Regards to Photofixation of Cargo Loading into Container Results;

Special Conditions of Forwarding Services Rendering with Regards to the Procedure of Maintaining the Register of the Customers Who Make Unreliable Indication of Cargo Description;

Special Conditions of Forwarding Services Rendering to State and Municipal Institutions, State and Municipal Unitary Enterprises;

Special Conditions of Forwarding Services Rendering at Sea Port;

Special conditions of Forwarding services rendering for arrangement of an autovisit;

Special conditions of Forwarding services rendering regarding application of trade markup;

Special conditions of Forwarding services rendering during cargo transportation to/from PRC.

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