

SPECIAL CONDITIONS OF FORWARDING SERVICES RENDERING WITH TRANSCONTAINER BEING CONSIGNOR AND/OR CONSIGNEE

1. These Special Conditions govern relations between TransContainer and the Customer if according to the Order the Customer assigns TransContainer to act as the consignor and/or the consignee during rendering of Services under Cargo transportation contracts on the entire transportation route or on certain Transportation Hauls (hereinafter referred to as the Option).

These Special Conditions shall not apply to the cases when TransContainer performs different functions as consignor/consignee for the Customer on its behalf, on the basis of the respective power of attorney.

2. The Option shall apply at TransContainer's discretion only, provided that TransContainer shall have the right to refuse the Option application without giving reasons.

3. The Option shall not be applied in the following cases:

- arrange of transportation of hazardous, expensive, perishable, most frequently stolen Cargo (tobacco, alcoholic products etc.), Cargo for personal (domestic) needs (household goods), outsize and other Cargo loaded according to local specifications and transported under special conditions; except cases when the technology of cooperation with contractors does not allow to organize transportation alternatively (a correspond commission of TransContainer headquarters adopts a decision).

- if the Customer who requested the Service earlier misstated the Cargo description (or the data specified in the Order and/or shipping document does not comply with the actually transported Cargo); this limitation shall also apply in cases when the Customer did not commit such violation but the Customer's representative had earlier represented interests of other persons who committed similar violations.

4. When ordering Services with the Option to TransContainer the Customer shall:

4.1. Guarantee TransContainer that the Cargo is allowed for transportation on the conditions approved in the Order, that the information on Cargo properties and requirements to its transportation conditions was brought to TransContainer in full.

4.2. Provide TransContainer with the necessary information and duly issued documents, in particular, shipping, forwarding documents, documents for the Cargo, which prove the Cargo properties, conformity certificates (if the Cargo is subject to certification), documents required for state, sanitary and other control by the governmental authorities. The submitted documents and information shall ensure free flow of the Cargo during Services rendering. Based on the abovementioned documents, TransContainer shall issue documents and liaise with all the participants of transportation process.

4.3. Agree to TransContainer's simultaneous representation of the Customer's and the carriers' interests when concluding necessary contracts.

5. For provision of Services with Option, the Parties shall approve and record TransContainer's status (as consignor and/or consignee), the Transportation Hauls, where the Option shall be applied, in the Order. This information shall be sufficient to determine the liaising technology between the representatives of the Parties, for establishment and implementation of relations with carriers and other persons involved in the Services rendering, for allocation of responsibility between the Parties.

When rendering the Services with Option on the first and/or last Transportation Hauls and also on the entire transportation route, the Customer shall act as the consignor on the first Transportation Haul and the consignee on the last one as a rule.

6. When rendering Services with Option TransContainer shall, conclude contracts, issue the necessary primary documents, secure the necessary and sufficient liaising with all participants of transportation process on its own behalf on the approved Transportation Hauls.

The originals of these contracts and primary documents shall not be transferred to the Customer, unless otherwise stipulated by Law; copies verified by TransContainer or the organization that has issued the original of the document shall be made available to the Customer at the Customer's request.

7. Cargo shall be accepted from the Customer, carriers or other persons involved in the Services rendering (e.g. stevedores, depots, etc.) by making the stipulated notes in the respective shipping documents. In exceptional cases, when shipping and other determined documents are not available, the acceptance-delivery certificate must be issued. No forwarder's receipt is normally issued; in exceptional cases, when TransContainer accepts Cargo from the Customer and acts as the consignor and the consignee on the entire transportation route, the forwarder's receipt shall be issued to the Customer at the Customer's request.

8. Cargo acceptance on the first Transportation Haul is normally carried out before the Customer has sealed the container, by visual examination for conformity with the description specified in the Order (by the stock item group). At the same time TransContainer shall not examine the Cargo in terms of quantity, quality and weight.

If TransContainer did not initially monitor the Cargo loading into container and/or did not directly render the service of Cargo loading into container, the Customer shall entitle TransContainer to open the container and examine the Cargo, in particular, for correctness of Cargo loading and placement in the container. The procedure of the container opening and cargo examination is identical to the procedure of examinations stipulated by Article 27 of the Federal Law "Statute on Railway Transportation of the Russian Federation" along with adherence of the principles of rationality and conscientiousness. In case any violations of the Contract, discrepancies with established regulations are revealed the expenses related to the container opening shall be charged on the Customer, the violations revealed during examination shall be corrected at the Customer's expense.

If any violations of the Contract terms are revealed the Customer shall reimburse for the costs related to the Cargo examination.

9. When the Services with Option are provided on separate Transportation Hauls, the Cargo shall be transferred to the respective carriers or other persons involved in the Services rendering (e.g. stevedores, depots etc.) for subsequent transportation, normally by making stipulated notes in the respective shipping documents. In exceptional cases, if no shipping and other determined documents are available, the acceptance-delivery certificate must be issued.

10. Liability of the Parties during rendering of the Services shall be determined, in particular, bearing in mind on which Transportation Hauls TransContainer acts as the consignor and/or the consignee. TransContainer's liability to the Customer shall be determined on the basis of the same rules, under which the carrier of the respective transportation mode is liable to TransContainer.

TransContainer shall assert any claims against the carrier in an appropriate manner if the Cargo is lost, damaged (spoilt), in shortage and if other conditions of the transportation contract are breached.

11. When the circumstances giving rise to TransContainer's liability to third parties, governmental and other authorities occur for reasons depending on the Customer, the latter shall promptly render every assistance to TransContainer in protecting TransContainer's rights and legitimate interests, settle conflicts and indemnify against incurred costs.