

Commercial Conditions on terms of provision of PJSC TransContainer's containers and/or wagons

This document shall determine, unless otherwise stipulated in the Contract¹, the terms of provision of TransContainer's containers and wagons (hereinafter referred to as Wagons and Containers) for Cargo transportation and conditions of the Customer's payment for services on provision of the specified equipment.

The Customer shall pay TransContainer for the whole period of provision of both Containers and Wagons for Cargo transportation along the whole route.

In this case, Containers and/or Wagons provision shall be paid for in accordance with the conditions of the Contract:

when paying for the Services (it shall be included in the Services cost agreed in the Order),

additionally, on the basis of the actual period of Containers and/or Wagons provision for additional operations related to cargo transportation (hereinafter referred to as Additional Provision).

In all cases, the period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from delay of the Container and/or Wagon along the whole route of transportation due to the circumstances under the Customer's control or due to the initiative of the controlling authorities, or other grounds stipulated in the Contract, from the moment of occurrence of the delay on route² till the moment of the Container and/or Wagon dispatch from the point where the delay occurred.

When the Customer refuses from the Services and returns Containers and/or Wagons, the whole period of Additional Provision of Containers and/or Wagons shall be calculated on actual basis and paid for additionally.

Additional Provision shall be calculated on the basis on the cost of the Service "Provision of a wagon/container for additional operations related to transportation of cargo/containers" per one Container or Wagon for one day. Incomplete day (more than 1 hour) shall be considered as a complete one.

1. When the Customer orders organization of transportation services via railway haul the agreed term of the Container and/or Wagon provision shall be

¹ These Commercial Conditions contain the terms and definitions established by the General and Special conditions.

² The delay on route means (technologically unforeseen stop) regardless of the mean of transport, the point of the Cargo's stop, etc.

while the Container and/or Wagon is on route on the railway (over railway track gauge of 1520 mm and railway track gauge of 1067mm Sakhalin Island) regardless of the actual terms of transportation. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from delay of the Container and/or Wagon along the whole route of transportation due to the circumstances under the Customer's control or due to the initiative of the controlling authorities, or other grounds stipulated in the Contract.

2. Terms of the Container and/or Wagon provision during the transportation of cargo with rendering of the door-to-door Service³

The agreed term of the Container and/or Wagon provision shall be along the whole route of transportation; the agreed term for loading/unloading of the Cargo shall be till 12 p.m. of the date of the Container and/or Wagon supply to the place of the Cargo loading/unloading. The period of the Additional Provision shall be paid for additionally, if such Additional Provision resulted from the delay of the Container and/or Wagon beyond the agreed term and before the completion of the Cargo loading/unloading.

3. The term of the Container provision during the period of its staying at a railway Terminal of the Russian Federation, in case of cargo delivery by truck for subsequent dispatch by rail shall be agreed, regardless of the actual period of the Container's staying at the railway Terminal. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from delay of the Container and/or Wagon along the whole route of transportation due to the circumstances under the Customer's control or due to the initiative of the controlling authorities, or other grounds stipulated in the Contract.

4. The term of the Container provision in the territory of the Russian Federation, except for the territories where the Container is transferred under the responsibility of TransContainer's agents.⁴

4.1. In case of the Container dispatch from a railway Terminal which is a public place, the agreed term of the Container provision shall be calculated from the moment of empty Container release (for removal by truck or for Cargo loading into Container at a container yard) till 12 p.m. of the day following it. The period of Additional Provision shall be paid for additionally, if such Additional

³ Door-to-door Service is transportation (freight forwarding) of Cargo by TransContainer along the whole route of transportation from a place of loading of the Cargo into a container to a place of unloading of the Cargo from a container, in case of break-bulks - from a place of loading of the Cargo onto a wagon to a place of unloading of the Cargo from a wagon.

⁴ At the stations of JSC AK Railways of Yakutia, JSC Yamal Railway Company, Berkakit of the Dalnevostochnaya Railway of JSC RZD, at ports in cases of combined rail-and-water transportation. Subject to particular commercial conditions.

Provision resulted from delay of the Container beyond the agreed term till return of loaded/empty (in case of failed loading) Container at the Terminal or the completion of Cargo loading into Container at the container yard.

4.2. In case of address dispatch⁵ of empty Container to the Customer to a Terminal, which is a public place, for subsequent Cargo loading into it, the agreed term of the Container provision shall be calculated from the moment of the empty Container's unloading ensured by the carrier till 12 p.m. of the day following it. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from delay of the Container beyond the agreed term and till return of loaded/empty (in case of failed loading) Container at the Terminal or the completion of Cargo loading into Container at the container yard.

4.3. When the loaded Container arrives at a Terminal which is a public place, the agreed term of the Container provision shall be calculated from the moment of the loaded Container unloading ensured by the carrier till 12 p.m. of the day following it. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from delay of the Container beyond the agreed term till return of empty Container or completion of Cargo unloading from Container at the container yard.

4.4. When the loaded Container arrives at a Terminal which is a public place, and if empty Container after cargo unloading is used by the Customer for subsequent cargo loading (double-run operation), the agreed term of the Container provision shall be calculated from the moment of the loaded Container's unloading ensured by the carrier till 12 p.m. of the day following it. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from delay of the Container beyond the agreed term till return of loaded/empty (in case of failed loading) Container at the Terminal or completion of Cargo loading into Container at the container yard.

4.5. In case of the Container dispatch/arrival from/at non-public railway tracks, the agreed term of the Container provision shall be calculated:

4.5.1. In case of address dispatch of empty Container from other stations / arrival of loaded Container - from the moment of the Container arrival at the station adjacent to non-public railway tracks till 12 p.m. of the day following it. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from delay of the Container beyond the agreed term

⁵ Address dispatch is dispatch of empty Container and/or Wagon agreed by the Customer and to its (or the Consignor declared in the Order by the Customer, or the owner of non-public railway tracks) address for subsequent Cargo loading.

till acceptance of loaded/empty Container for transportation or Container return in accordance with TransContainer's instructions.

In case of empty Container dispatch from other stations, if the date of empty Container arrival at the station adjacent to non-public railway tracks has proved to be prior to the date agreed in the Order/the first date of the period of the order fulfillment, the agreed term of the Container provision shall be calculated starting from 12 p.m. of the date following the date agreed in the Order/the first date of the period of the order fulfillment. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from delay of the Container beyond the agreed term till acceptance of loaded/empty Container for transportation or Container return in accordance with TransContainer's instructions;

4.5.2. if there are empty Containers at the railway station adjacent to non-public railway tracks - from the moment of empty Container acceptance for transportation at the railway station adjacent to non-public railway tracks (movement within the station) till 12 p.m. of the day following it. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from delay of the Container beyond the agreed term till loaded/empty (in case of failed loading) Container acceptance or Container return in accordance with TransContainer's instructions;

4.5.3. in case of release of empty Containers at a Terminal which is a non-public place, for its subsequent dispatch from non-public railway track - from the moment of empty Container release till 12 p.m. of the day following it. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from delay of the Container beyond the agreed term till loaded/empty (in case of failed loading) Container acceptance or Container return in accordance with TransContainer's instructions;

4.5.4. in case of release of empty Containers at a Terminal, which is a public place, for its subsequent dispatch from non - public railway tracks, the agreed term of the Container provision shall be calculated from the moment of empty Container release (for removal by truck or for Cargo loading into Container at a container yard) till 12 p.m. of the day following it. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from delay of the Container beyond the agreed term till loaded/empty Container acceptance or Container return in accordance with TransContainer's instructions;

4.5.5. in case of the Container arrival at non-public railway tracks and its subsequent delivery to a Terminal which is a public place, the agreed term of the

Container provision shall be calculated from the moment of Container arrival at the station adjacent to public railway tracks till 12 p.m. of the day following it. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from delay of the Container beyond the agreed term till loaded/empty Container return at the Terminal in accordance with TransContainer's instructions.

5. The term of the Wagon provision in the territory of the Russian Federation, except for the territories where the Wagon is transferred under the responsibility of TransContainer's agents.⁶

5.1. In case of loaded Wagon dispatch (in case of non-containerized cargo loading) from a Terminal which is a public place, the agreed term of the Wagon provision shall be calculated from the moment of Wagon supply to the place of Cargo loading till 12 p.m. of the day following it. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from delay of the Wagon beyond the agreed term till acceptance of loaded Wagon for transportation or till the Customer's refusal from the Wagon loading (in case of failed loading).

5.2. In case of address dispatch of empty Wagon to the Customer to a Terminal, which is a public place, for subsequent Cargo loading into it, the agreed term of the Wagon provision shall be calculated from the moment of empty Wagons supply to the specified place of loading by the carrier till 12 p.m. of the day following it. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from delay of the Wagon beyond the agreed term till acceptance of loaded Wagon for transportation or till the Customer's refusal from the Wagon loading (in case of failed loading).

5.3. In case of loaded Wagon arrival (for unloading of the non-containerized Cargo) at a Terminal which is a public place, the agreed term of the Wagon provision shall be calculated from the moment of Wagons supply to the specified place of unloading by the carrier for Cargo unloading by the Customer till 12 p.m. of the day following it. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from delay of the Wagon beyond the agreed term till Wagon removal from the place of Cargo unloading.

5.4. In case of loaded Wagon arrival (for unloading of the non-containerized Cargo) at a Terminal which is a public place, and if empty Container after Cargo unloading is used by the Customer for subsequent Cargo

⁶ At the stations of JSC AK Railways of Yakutia, JSC Yamal Railway Company, Berkakit of Dalnevostochnaya Railway of JSC RZD, at ports in cases of combined rail-and-water transportation. Subject to particular commercial conditions.

loading (double-run operation), the agreed term of the Wagon provision shall be calculated from the moment of supply of the Wagon with Cargo to the specified place of unloading by the carrier till 12 p.m. of the day following it. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from delay of the Wagon beyond the agreed term till acceptance of loaded Wagon for transportation or till the Customer's refusal from the Wagon loading (in case of failed loading).

5.5. In case of the Wagon dispatch/arrival from/at non-public railway tracks, the agreed term of the Wagon provision shall be calculated:

5.5.1. In case of address dispatch of empty Wagon, including Wagons with empty Containers from other stations / arrival of loaded Wagon - from the moment of the Wagon arrival at the station adjacent to non-public railway tracks till 12 p.m. of the day following it. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from delay of the Wagon beyond the agreed term till acceptance of Cargo/empty Wagon for transportation or Wagon return in accordance with TransContainer's instructions;

In case of address dispatch of empty Wagon, including Wagons with empty Containers from other stations, if the date of empty Wagon arrival at the station adjacent to non-public railway tracks has proved to be prior to the date agreed in the Order/the first date of the period of the order fulfillment - starting from 12 p.m. of the day following the date agreed in the Order/the first date of the period of the order fulfillment. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from delay of the Wagon beyond the agreed term till acceptance of Cargo/empty Wagon for transportation or Wagon return in accordance with TransContainer's instructions.

5.5.2. if there is empty Wagon, including Wagon with empty Containers at the railway station adjacent to non-public railway tracks - from the moment of acceptance of empty Wagon, including Wagon with empty Containers, for transportation at the railway station adjacent to non-public railway tracks (movement within the station) till 12 p.m. of the day following it. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from delay of the Wagon beyond the agreed term till acceptance of Cargo / empty Wagon (in case of failed loading) for transportation or till Wagon return in accordance with TransContainer's instructions;

5.5.3. in case of release of empty Wagons at a Terminal, which is a non-public place, for subsequent dispatch from the non-public railway track - from the moment of empty Wagon release till 12 p.m. of the day following it. The period of Additional Provision shall be paid for additionally, if such Additional

Provision resulted from delay of the Wagon beyond the agreed term till acceptance of Cargo / empty Wagon (in case of failed loading) for transportation or till Wagon return in accordance with TransContainer's instructions.

6. In cases when terminal services⁷ at non-public place situated in the territory of the Russian Federation are rendered by TransContainer, the terms of Wagons and Containers provision, and conditions of the Customer's payment for services on provision of specified equipment shall be determined by paragraphs 4.1 - 4.4, 5.1 - 5.4 of these Commercial conditions respectively.

7. The terms of the Container provision in the territories of the CIS and Baltic countries (Lithuania, Latvia, Estonia), as well as Mongolia and Finland

7.1. In case of Container dispatch, the agreed term of the Container provision for removal by truck or for Cargo loading into Container at a container yard shall be 5 days from the moment of empty Container release to the Customer. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from delay of the Container beyond the agreed term till acceptance of Container for transportation, or till empty Container return (in case of failed loading) in accordance with TransContainer's instructions.

In case of address dispatch of empty Container to the Customer for subsequent Cargo loading into it, the agreed term of the Container provision shall be 6 days from the moment of empty Container arrival at the station. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from delay of the Container beyond the agreed term till acceptance of Container for transportation.

In case of empty Container supply if the date of empty Container arrival has proved to be prior to the date agreed in the Order/the first date of the period of the order fulfillment, the agreed term of the Container provision shall be calculated starting from 12 p.m. of the day following the date agreed in the Order/the first date of the period of the order fulfillment. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from delay of the Container beyond the agreed term till acceptance of Container for transportation.

7.2. In case of loaded Container arrival, the agreed term of the Container provision shall be 5 days from the moment of the loaded Container arrival at the station. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from delay of the Container beyond the agreed term

⁷ Terminal Service means provision (organization) of services related to terminal handling of Containers and/or Wagons.

till empty Container return in accordance with TransContainer's instructions (acceptance of Container for transportation/ transfer to TransContainer's representative).

8. The terms of the Wagon provision in the territories of the CIS and Baltic countries (Lithuania, Latvia, Estonia), as well as Mongolia and Finland

8.1. In case of the loaded Wagon dispatch, the agreed term of the Wagon provision shall be 5 days from the moment of the Wagon supply to the place of Cargo loading. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from delay of the Wagon beyond the agreed term till acceptance of Cargo for transportation or till the Customer's refusal from the Wagon loading (in case of failed loading).

In case of address dispatch of empty Wagon to the Customer, including the Wagon with empty Containers for subsequent Cargo loading into it, the agreed term of the Wagon provision shall be 6 days from the moment of arrival at the station. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from delay of the Wagon beyond the agreed term till acceptance of Cargo for transportation.

In case of dispatch of empty Wagon, including Wagon with empty Containers, if the date of arrival has proved to be prior to the date agreed in the Order/the first date of the period of the order fulfillment, the agreed term of the Wagon provision shall be calculated starting from 12 p.m. of the day following the date agreed in the Order/the first date of the period of the order fulfillment. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from delay of the Wagon beyond the agreed term till acceptance of Cargo for transportation.

8.2. In case of loaded Wagon arrival, the agreed term of the Wagon provision shall be 5 days from the moment of loaded Wagon arrival at the station. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from delay of the Wagon beyond the agreed term till empty Wagon return, including Wagon with empty Containers in accordance with TransContainer's instructions (acceptance of Wagon or empty Container for transportation, / transfer to TransContainer's representative).

9. The terms of the Container provision in the territories of third countries, except for the CIS and Baltic countries (Lithuania, Latvia, Estonia), as well as Mongolia and Finland

9.1. In case of Container transportation organization by TransContainer via all the hauls abroad, the agreed term of the Container provision shall be agreed

along the whole route of transportation abroad, regardless of the actual terms. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from delay of the Container and/or Wagon along the whole route of transportation due to the circumstances under the Customer's control or due to the initiative of the controlling authorities, or other grounds stipulated in the Contract.

9.2. In case of cargo transportation with the use of Containers in export traffic (from the Russian Federation), the agreed term of the Container provision shall be:

21 days from the moment of Container arrival at a border crossing point/transshipment port of the Russian Federation, if transportation from the specified point to the point of empty Container return is organized by the Customer. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from delay of the Container beyond the agreed term till empty Container return in accordance with TransContainer's instructions;

5 days from the moment of the Container unloading at the station / port of destination abroad, if the transportation from the border crossing point in the Russian Federation to the station/port of destination abroad is organized by TransContainer, and transportation from the station / port of destination abroad to the point of empty Container return is organized by the Customer. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from delay of the Container beyond the agreed term till empty Container return in accordance with TransContainer's instructions.

9.3. In case of cargo transportation with the use of Containers in import traffic (to the Russian Federation), the agreed term of the Container provision shall be:

21 days from the moment of empty Container release at a depot abroad, if transportation from the point of empty Container release abroad to the border crossing point/ transshipment port of the Russian Federation is organized by the Customer. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from delay of the Container beyond the agreed term till Container arrival at a border crossing point/transshipment port of the Russian Federation;

5 days from the moment of empty Container release at a depot abroad, if transportation from the point of empty Container release abroad to the station/ port of dispatch abroad is organized by the Customer, and the transportation from the station/ port of dispatch abroad to the border crossing point/transshipment port of the Russian Federation is organized by TransContainer. The period of Additional

Provision shall be paid for additionally, if such Additional Provision resulted from delay of the Container beyond the agreed term till arrival at a station/ port of dispatch abroad.

9.4. In case of cargo transit transportation over the territory of the Russian Federation, the term of the Container provision shall be determined in accordance with paragraphs 9.2 and 9.3 of these Commercial Conditions.
