

## **SPECIAL CONDITIONS OF FORWARDING SERVICES RENDERING TO INDIVIDUALS**

1. These Special Conditions shall apply if the Customer is an individual, ordering the Services for personal, family, household and other needs unrelated to business.

2. When entering into the Contract the individual Customer shall confirm his/her consent to the personal data processing in accordance with the Personal Data Federal Law in order to fulfill contractual obligations, including consent to transfer to another person (e.g. carriers, agents, auditors, etc.), and cross-border transfer as well.

3. If the individual Customer has difficulties with the Order and documents issuance and taking any other steps on the Contract performance, TransContainer shall render the necessary assistance by consulting, documents issuance facilitating and providing information on the Services etc.

4. Upon request of an individual Customer, TransContainer may provide the individual Customer with one copy of the written form of General and Special Conditions.

5. When the Cargo is submitted for transportation, the individual Customer shall provide TransContainer with the identification document, the cargo description and other necessary documents.

Copies shall not be accepted instead of the original identification documents.

Nor shall it be allowed to provide a copy of the power of attorney (except for certified by the notary or by a person entitled to certification according to the Law), if a Representative acts on the individual Customer's behalf.

6. The term of Contract with an individual Customer is normally limited to the fulfillment of obligations under the Order.

In case of another request from the individual Customer for TransContainer services, a new Contract shall be concluded.

7. If TransContainer violates the deadline for fulfillment of the obligations under the Contract, TransContainer shall pay the individual Customer a 3% forfeit for each day of delay (with incomplete day being regarded as a complete one) but not more than 80% of the remuneration payable to TransContainer<sup>1</sup>, and shall indemnify losses caused to an individual Customer by the delay in fulfillment of the obligations under the Contract.

It is noteworthy that TransContainer shall be liable for the delay in Cargo delivery against the deadlines, only if such delay is committed within the Transportation Haul where TransContainer acted as consignor and/or consignee.

8. If there arises any disagreement, the individual Customer shall have the right to apply to court without compliance with the pre-trial settlement procedure.

If an individual Customer asserts a claim against TransContainer, it shall be reviewed within Ten (10) days from receipt. The claim shall be sent taking into account the requirements stipulated in Section 8 of the General Conditions.

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<sup>1</sup> The remuneration in these Special Conditions means a difference between the amounts accrued by TransContainer as payment for its Services, additional costs and documented expenses actually incurred by TransContainer during rendering of Services to the individual Customer.