

SPECIAL CONDITIONS OF FORWARDING SERVICES RENDERING ON PROVISION OF WAGONS AND/OR CONTAINERS AT NON-PUBLIC AREAS

1. General terms and definitions

Special Conditions – these special Conditions that govern relations between TransContainer and the Customer during rendering of Services related to Cargo dispatch/receipt (release) in TransContainer’s wagons and/or containers at non-public areas, which are not owned by TransContainer.

Non-Public Areas – terminals and railway tracks of non-public use, the legal status of which is determined according to the Law.

Public Tracks – public railway tracks, the legal status of which is determined according to the Law.

Acceptance-Delivery Agent’s Memo, Wagon Supply and Removal Register – unified primary documents of the railway carrier of the Cargo (hereinafter referred to as the Carrier) issued in the format approved by the Law and used by the Parties to confirm any facts being significant for the Parties.

Services at Non-Public Areas - TransContainer’s rendering of Services related to arrangement of cargo dispatch/receipt (release) in wagons and/or containers at Non-Public Areas not owned by TransContainer, including the Services of provision of TransContainer’s wagons and/or containers.

Carrier – a legal entity or individual businessman that/who undertook, under the railway transportation contract, to deliver the Cargo entrusted to it by the consignor from the dispatch point to the destination point, as well as to release the Cargo to the person authorized to receive it (consignee). The persons that transport Cargo by Non-Public Tracks shall be hereinafter referred to as the Carrier.

The terms and definitions used in the General Conditions shall also apply in these Special Conditions.

2. General provisions

2.1. These Special Conditions shall not apply to legal relations between the Parties when TransContainer renders Services at Non-Public Areas owned by TransContainer and when TransContainer renders Services which include TransContainer’s duty to act as the consignor and the consignee of the Cargo.

2.2. TransContainer shall not be liable and the Customer shall independently ensure that:
the Non-Public Area owner/consignor/consignee and other persons performing any actions with TransContainer’s wagons and/or containers comply with the necessary technical and technological requirements that ensure safe traffic and safety of transported Cargo, TransContainer’s wagons and/or containers, occupational health and safety rules;

loading-unloading operations (into/from containers/wagons) and other works are arranged at Non-Public Areas;

necessary documents are issued by the Non-Public Area owner, consignee/consignor etc.;

TransContainer’s wagons and/or containers are timely supplied/removed by the Carrier/Non-Public Area owner;

acceptance-delivery operations.

2.3. The Customer shall:

ensure the necessary cooperation with the Non-Public Area owner and, if necessary, with the Carrier;

ensure safety of Cargoes, TransContainer's wagons and/or containers when they stay at Non-Public Areas;

notify TransContainer on completion of cargo operations and/or wagons and/or containers readiness for acceptance/delivery, as well as on cases of refusal from acceptance of TransContainer's empty wagons and/or containers that arrived for loading.

3. Wagon and/or container provision procedure

3.1. The period of TransContainer's wagon and/or container stay at Non-Public Areas for Cargo dispatch/receipt (release) (hereinafter referred to as the Use) shall be agreed upon by the Parties in the Order.

3.2. The period of the Customer's actual Use of TransContainer's wagon and/or container at Non-Public Areas shall be calculated according to these Special Conditions and stated in the register issued in the format established by TransContainer (hereinafter referred to as the List).

If the Customer's data deviates from TransContainer's data on the Use period, then the Customer shall provide TransContainer with duly certified documents such as railway bills with the carrier's respective notes, other documents containing the necessary data in order to settle disputes.

3.3. The payment for Use shall be charged at the rates fixed by TransContainer.

In case of violation of the deadlines specified in paragraph 3.1 of these Special Conditions, the Customer shall pay for the service «Provision of wagon/container for additional operations related to cargo/container transportation», for the entire period of actual excessive Use.

3.4. Procedure for provision of empty wagons and/or containers for loading at Non-Public Areas:

3.4.1. Subject to the Order approval, TransContainer shall arrange provision of empty wagons and/or containers at the railway station with the adjacent non-public tracks (Non-Public Areas) specified by the Customer in the Order.

3.4.2. The actual period of stay of TransContainer's empty wagons and/or containers at Non-Public Areas shall be calculated:

from the date when TransContainer's empty wagons and/or containers arrive at the railway station with the adjacent non-public tracks (when the empty wagons and/or containers are sent from other railway stations) or from the date when TransContainer's empty wagons and/or containers are accepted for transportation at non-public tracks (if TransContainer's empty wagons and/or containers are available at the railway station with the adjacent non-public tracks);

till the date when TransContainer's loaded wagons and/or containers are accepted for transportation or empty wagons and/or containers in case of refusal from wagons and/or containers.

3.5. The procedure for provision of TransContainer's loaded wagons and/or containers for unloading at Non-Public Areas:

3.5.1. Subject to the Order approval, TransContainer shall arrange provision of loaded wagons and/or containers at the railway station with the adjacent non-public tracks (Non-Public Areas) specified by the Customer in the Order.

3.5.2. The actual time, during which TransContainer's loaded wagons and/or containers stay at Non-Public Places, shall be calculated:

from the date when TransContainer's loaded wagons and/or containers arrive at the destination station with adjacent non-public tracks (Non-Public Areas) specified by the Customer in the Order;

till the date when TransContainer's empty wagons and/or containers are accepted for transportation, or TransContainer's loaded wagons and/or containers if double-run operations are

carried out. The double-run operations may only be carried out if the Cargo shipment Order approved by both Parties is available.

3.5.3. When the cargo operations are completed and TransContainer's empty wagons and/or containers are ready for removal/return, the Customer is obliged to return TransContainer's wagons and/or containers according to TransContainer's instruction on issue of documents for dispatch of TransContainer's empty wagons and/or containers.

3.5.4. Upon receipt of the instruction for issue of the documents for dispatch of TransContainer's empty wagons and/or containers, the Customer is obliged to promptly issue the shipping documents and ensure that TransContainer's empty wagons and/or containers are dispatched from Non-Public Areas.

3.6. The Use procedure when carrying out double-run operations at non-public tracks shall be determined taking into account provisions of paragraphs 3.4 and 3.5 of these Special Conditions. The Customer-Consignee shall be liable for Use until TransContainer's wagons and/or containers are transferred to the Customer-Consignor as can be evidenced from appropriate documents.

3.7. Acceptance/return of wagons and/or containers in technical and/or commercial terms shall be carried out according to the Law and General Conditions.
