

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

1. These Special Conditions determine the rules of keeping the Register of the Customers who have made an unreliable indication (misrepresentation) of the description and/or properties of the transported Cargo in the Order (hereinafter referred to as the Register).

Maintaining the Register is a preventive measure in order to comply with the Law and conditions of the Forwarding Contract.

2. The decision to include a Customer into the Register and to exclude it from the Register shall be taken by the specially appointed commission of TransContainer. Before the decision is taken, the Customer shall be notified of the possible inclusion into the Register, the Customer shall be entitled to provide the Commission with appropriate explanations (the procedure for providing them is specified in the notification in accordance with the principles of reasonableness of terms, etc.)

3. The reason for including the Customer into the Register shall be a revealed false indication of the description and/or properties of the transported Cargo in the Order which is confirmed by the following documents, depending on the particular circumstances:

a) commercial certificate that shall be duly issued by the carrier on the inconsistency of the description and properties of the cargo actually transported with those specified by the consignor in the railway bills.

b) administrative offence judgement issued by an authorized body against TransContainer or its agent/co-contractor for forwarding services organization that confirms the Customer's misrepresentation of the information relating to the description and properties of the cargo in commercial and transport documents provided for the customs clearance purposes;

c) certificate issued by TransContainer in case of revealing a false indication of the description and/or properties of the transported cargo in the Order; the Customer shall be informed of such a case immediately in order to ensure its participation; if it is impossible for the Customer's representative to participate in the process of drawing up the certificate, TransContainer shall engage a third party to confirm the circumstances mentioned in the certificate;

d) other document of an authorized state body, organization.

4. The following cases shall not be recognized as providing false information about 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;

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 doesn't affect the cost and safety of the Cargo transportation

5. Conditions releasing the Customer from including into the Register in case of misrepresentation of the description and/or properties of the cargo:

a) misrepresentation of the description and/or properties of the cargo has not caused violation of the cargo transportation rules, other regulatory and technical documents;

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, any 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. Consequences of inclusion of the Customer into the Register:

a) mandatory additional cargo examination for subsequent transportations;

b) option "TransContainer - the Consignor, the Consignee" shall be no longer available when Ordering Services, including when using the online service;

c) it shall be no longer permitted to approve the Order in the automatic mode;

d) possibility of refusal to approve the Order in case of repeated misrepresentation of the cargo description after the Customer and/or its representatives have been included into the Register.

7. The Customer shall be excluded from the Register in case of absence of violations, which served as the reason for the Customer's inclusion into the Register, for a long period. The relevant decision shall be taken by the Commission on the basis of the Customer's application.

8. The Customer's inclusion into the Register shall not exclude charging and collecting penalty in accordance with the procedure stipulated in subparagraph 6.4.1. of the General Conditions.
