

SPECIAL CONDITIONS OF FORWARDING SERVICES RENDERING TO STATE AND MUNICIPAL INSTITUTIONS, STATE AND MUNICIPAL UNITARY ENTERPRISES

1.1. These Special Conditions regulate the peculiarities of Services rendering to the Customers which are state or municipal institutions, or state or municipal unitary enterprises whose activities related to procurement of goods, performance of works and service rendering are regulated by the Federal Law No.44-FZ dated April 5, 2013 “On Contract System of the Federal and Municipal Procurement of Goods, Works and Services”.

The legal status of a state or municipal institution as well as of a state or municipal unitary enterprise is determined in accordance with the Law and shall be confirmed by documents.

2. Peculiarities of payments for Services by the Customer under these Special Conditions.

2.1. The Parties shall agree on an additional agreement to the Contract which shall contain the following conditions:

2.1.1 the Contract price for the time of its execution. The Contract price is fixed and can be changed only in cases and to the extent stipulated by the Law of the Russian Federation and the Contract;

2.1.2 limit of debts receivable under the Contract that may be provided to the Customer by TransContainer;

2.1.3. source of financing (budget) of the Customer and budgetary classification code;

2.1.4. details of the relevant federal budget for return of the remaining unemployed funds under the Contract by TransContainer, which are subject to return in accordance with the budget law of the Russian Federation, within 30 calendar days from the moment of termination of the Contract;

2.1.5. procedure of payment for the Services. Unless otherwise stipulated in an additional agreement, payment shall be made in the following order:

an advanced payment in the amount of 30% (thirty percent) of the sum specified in the Order shall be made on the basis of TransContainer's invoice not later than 3 working days prior to the first day of Services rendering;

a final payment for the Services shall be made taking into account the advanced payment and limited in amount to the cost of Services rendered, on the basis of Certificate of Services Rendered, within Ten (10) banking days from receipt of an invoice, including VAT.

2.1.6. the Customer's obligation, unless otherwise stipulated by the terms of the limit granted, to provide TransContainer with the documents confirming the stable financial position on a quarterly basis;

2.1.7. conditions of TransContainer's unilateral refusal from the limit of debts receivable that has been granted to the Customer.

2.2. In order to resolve whether it is possible for TransContainer to grant the Customer a delay in payment for the Services rendered and determine the limit of the debt receivable, the Customer shall provide TransContainer with the application and documents in accordance with the procedure established in TransContainer.

2.3. The Parties to the Contract shall be entitled to change the Contract price:

2.3.1. in case of increase in the scope of Services (upon the Customer's proposal) which has caused increase in the Contract price by 10% (ten percent) of the agreed price of the Contract.

2.3.2. in case of any necessity to increase the scope of Services and/or the list of Services due to circumstances beyond the Parties' control which could not have been foreseen on the date of the Order approval, and it is impossible to duly fulfill all the obligations under the Contract without these Services. The Contract price shall be changed in proportion to the additional scope of Services but not more than 10% (ten percent) of the Contract price.

2.3.3. in any other cases provided for in the Federal Law No.44-FZ dated April 05, 2013 “On Contract System of the Federal and Municipal Procurement of Goods, Works and Services”.

2.4. The Parties shall state the change of the Contract price by amending the additional agreement to the Contract in a stipulated manner. Unreasonable refusal to conclude the mentioned additional agreement is not permitted.

2.5. The Contract price shall be changed taking into account the conditions of the limit of the debts receivable.

3. Peculiarities of the application of the Parties' liability under these Special Conditions.

3.1. The total amount of the penalty accrued to each Party for non-fulfillment or improper fulfillment of obligations under the Contract shall not exceed the Contract price.

3.2. In case of termination of the Contract, due to a Party's unilateral repudiation of the Contract, the other Party shall be entitled to claim compensation only for the damage actually suffered.

3.3. TransContainer shall not be entitled to retain the Cargo belonging to the Customer in order to ensure the requirements of TransContainer to the Customer.

4. All other matters not covered by these Special Conditions shall be governed by the provisions of the General Conditions.
