

**SPECIAL CONDITIONS  
OF FREIGHT FORWARDING SERVICES RENDERING  
AT SEA PORT**

**1. General terms and definitions**

**Special Terms** - these Special Conditions govern relations between the Forwarder and the Customer when the Forwarder provides the Services related to handling at the sea port of the Russian Federation (hereinafter the "Port") of Goods crossing the Russian border (export, import, transit).

These Special Conditions shall not govern relations between the Parties in matters related to:  
domestic transportation of Goods;

arrangements and payment for sea transportation (freight); issues related to the arrangements and payment for sea transportation shall be determined by the Parties when agreeing upon the Order;

use (provision) of containers and/or wagons of the Forwarder at the Port; regulation of use (provision) of containers and/or wagons of the Forwarder shall be based on the Commercial Conditions depending on the terms of provision of the Forwarder's containers and/or wagons;

any interactions with the Port in cases when the Customer organizes handling / forwarding at the Port of the Goods crossing the customs border of the Russian Federation (export, import, transit); relations between the Parties when the Customer organizes handling / forwarding of the Goods at the Port independently shall be governed by the Special Conditions of Forwarding Services Rendering on Provision of Wagons and/or Containers at Non-Public Areas.

**Forwarding at the Port** - a set of operations required to ensure an uninterrupted transportation process, which is performed by the Forwarder (in person or through co-contractors) at the Port involving the Goods crossing the border of the Russian Federation (export, import, transit).

Forwarding at the Port, typically, includes technological operations related to the loading, unloading, movement of Goods within the Port; storage; customs clearance and other types of state control (phytosanitary, quarantine, etc.) procedures as needed; settlements, the execution of necessary documents with shipping lines, co-contractors at the Port or other entities involved in shipping (charges, fees, penalties or other payments provided for in the terms and conditions of bills of lading, agreements, invoices, etc.); the provision of the Forwarder's rolling stock for subsequent transportation; the arrangement and delivery of Goods to the next carrier, etc. The substance of the above-mentioned set of Services may vary depending on the specific conditions of transportation, the process or other peculiarities of Services rendering at the Port.

Forwarding at the Port shall be performed by the Forwarder in the event that the Customer orders the Service entitled "Arrangements for handling of containers/goods at terminals/ports/depots" (to be rendered at the Port) or the Service entitled "Arrangements for transportation of container/cargo by marine (river) transport on LIFO (export from the Russian Federation)/ FILO (import into the Russian Federation) conditions".

Whenever an individual Service rendered at the Port is ordered, these Special Conditions shall apply to the extent that they define/govern the relevant relations.

**Customs Processing** means the procedure for fulfilling a set of formalities provided for in the customs laws required to bring the Goods in/out across the border of the Russian Federation (export, import, transit).

"Customs Clearance (CusC)" means the customs processing of Goods release for domestic consumption (import), goods transportation outside of the customs area (export). Customs Processing (CusC) is performed solely by the Customer itself (or through its customs agent).

"Customs Transit" (CusT) means the customs processing required for the transit or import transportation of Goods within the Russian Federation. CusT may be performed by the Customer (itself

or through co-contractors) or by the Forwarder (itself or through co-contractor) depending on the terms and conditions agreed upon in the Order.

## **2. General provisions of Services rendering at the Port**

2.1. The timely and quality handling of Goods at the Port shall require that the Parties:  
perform Customs Processing and ensure other types of state control (phytosanitary, quarantine, etc.) procedures as needed;

make settlements with shipping lines, co-contractors at the Port or other entities involved in shipping (charges, fees, penalties or other payments provided for in the terms and conditions of bills of lading, agreements, invoices, etc.);

take organizational or other actions required to ensure subsequent transportation, including timely execution of shipping or other documents necessary for transshipping the Goods between different modes of transport; ensure the availability of the relevant rolling stock and equipment necessary for the transportation of Goods; execute delivery and acceptance or other documents, more specifically required in connection with the Port operation technology;

provide in a timely manner correct information or documents to government authorities or other persons involved in Goods handling at the Port.

The distribution of responsibilities for the aforesaid actions between the Parties shall be laid down in the terms and conditions of the Order or other documents under the Agreement.

2.2. The Order shall be placed within the time limits specified in the General Conditions:

when placing the Order including rendering of Services at the Port using the Forwarder's container, when placing the Order related to arrangements for export shipping using a container regardless of its owner in cases where Goods are delivered to the Port by rail.

The Order including the Services rendering at the Port using a container owned by other persons, unless otherwise stated in the Agreement, shall be placed by the Customer beforehand, typically, at least three (3) calendar days prior to the scheduled date of vessel arrival at the Port (for import or transit) or three (3) calendar days before the Goods are delivered to the Port by rail (using a container and wagon owned by other persons<sup>1</sup>) or the Goods are delivered to the Port by road (in the case of export).

2.2.1. In respect of dangerous, heavy or oversized Goods, as well as the Goods which require compliance with certain temperature conditions, or the Goods being shipped upon any other special terms, the Services at the Port shall not be rendered until the terms of processing of such Goods are agreed upon by and between the Customer and the Forwarder (prior to the Order placement).

2.2.2. In order for the Forwarder to approve the Order for Forwarding at the Port any and all Goods which have already arrived at the Port, the Customer shall be obliged to:

provide, simultaneously with the placement of such Order, all such documents and information as may be necessary to render the Services;

guarantee to the Forwarder the payment of any and all amounts which may be imposed on the Forwarder in respect of the obligations arising prior to the acceptance of Goods by the Forwarder for Forwarding at the Port (charges, fees, penalties or other payments provided for in the terms and conditions of bills of lading, agreements, invoices, etc.), as well as the payment of any other expenses which may arise in connection with executing the Order for Forwarding at the Port later than specified in paragraph 2.2 of these Special Conditions.

2.3. The Customer shall specify (if Goods are delivered to the Port by sea) the Forwarder in the bill of lading as the party to be notified at the Port and/or the person to perform the subsequent forwarding of Goods at the Port provided that the agreed-upon Order is in place, which Order includes the relevant Services at the Port.

2.4. Should arrangements be made for export sea shipping using the Forwarder's container, the Customer shall be obliged to specify the Forwarder's agent in the "Notify party" field of the bill of lading in accordance with the Forwarder's instructions.

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<sup>1</sup> In this case, the Order shall specify the container number.

2.5. If any information specified in the bill of lading needs to be adjusted, where sea shipping is arranged by the Customer, the Customer shall procure the sea carrier to issue adjusted documents, notify the Forwarder of the adjustment of bill of lading, and deliver such bill of lading (copy thereof) to the Forwarder.

2.6. In order for the export Goods to be delivered to the Port by rail, the Customer must request from the Forwarder the instructions on how to complete shipping or other documents and complete the same in strict compliance with the instructions.

2.7. In order for the Services to be rendered, the Customer shall provide:

the documentary evidence of the Forwarder's right to undertake any actions concerning the Goods (power of attorney, etc.);

the full package of such commercial documents as may be necessary for Customs Processing (if carried out by the Forwarder);

all such documents or information which may be necessary to bring the Goods to/out of the Port (numbers of containers, vehicle, details of the driver, etc.);

any other information which may be necessary, more specifically, to make arrangements for and plan the Services at the Port (e.g., about the Goods, voyage, vessel if sea shipping is arranged without the Forwarder's involvement).

2.7.1. The list of documents which may be necessary to render the Services at the Port is provided in Appendix 1 to these Special Terms.

2.7.2. Power of attorney shall be issued in at least three copies.

A tentative form of the power of attorney shall be as provided in Appendix 2 to these Special Conditions. If necessary, a power of attorney shall be issued to the Forwarder with full power of substitution or to any other person in accordance with the Forwarder's instructions (depending on the technology of Services rendering at the Port).

A power of attorney shall be issued either directly to the Forwarder or to the office of the relevant sea carrier by giving notice to that effect to the Forwarder via e-mail (or otherwise as may be provided for in the Agreement).

2.7.3. Any and all documents and information shall be reliable, correct, duly executed, provided when due and in full.

2.7.4. All incoming documents in a foreign language shall be accompanied by their translation into Russian, with the translation of a document being certified by the translator specifying his/her full name, number and issue date of his/her diploma.

2.7.5. The documents specified in Appendix 1 to these Special Conditions shall be provided by the Customer to the Forwarder at least three (3) calendar days prior the Goods arrival at the Port, unless stated to the contrary.

The requirements of the Forwarder for the provision of any additional documents and/or information shall be performed by the Customer immediately (within 24 hours).

2.8. Customs Processing shall be ensured by the Customer unless it follows from the Order that the Forwarder is responsible for the same, and for the purposes of subsequent unimpeded rendering of the Services the Customer must make sure that the information contained in the documents issued by customs authorities is correct.

The Customer must immediately notify the Forwarder of the completion of Customs Processing by the Customer, provide the documentary evidence of proper Customs Processing, as well as confirm information about Customs Processing in the Port information system.

2.9. Any improper performance of the responsibilities laid down in these Special Conditions and the Agreement may cause a delay in Goods processing at the Port and extra costs which shall be payable by the Customer, including costs associated with Goods storage at the Port and the additional provision of a container.

2.10. The individual terms of Services rendering at different Ports shall be determined in Appendices 3 to these Special Conditions, including process and statutory time limits.

2.11. Typically, Forwarding at the Port shall be performed within the Process Time Limit (the duration of Goods stay at the Port without any extra storage costs) with due regard for the Statutory Time Limits (time limits for the performance of individual operations, sets of operations performed by the Parties as part of Forwarding at the Port).

Both Process and Statutory Time Limits shall be tentative, failure to meet the same shall not cause the imposition of any penalties upon the Parties; Both Process and Statutory Time Limits shall be designated to allocate any extra costs which may arise between the Parties.

Process and Statutory Time Limits shall be laid down in Appendices 3 to these Special Terms.

Process and Statutory Time Limits shall be counted in full days. Any incomplete day (more than one hour) shall be rounded to complete day, unless otherwise stated in these Special Terms.

2.12. Statutory Time Limit at the Port, unless otherwise stated, shall be rounded as follows:

2.12.1. The Statutory Time Limit for Forwarding refers to the period of time during which Forwarding at the Port is carried out; due regard should be given to the fact that separate individual Statutory Time Limits apply to Customs Processing and the operations being performed after the surrender of loading documents.

The Statutory Time Limit for Forwarding shall be calculated accordingly:

from the date of Goods unloading from the vessel (import, transit) / Goods delivery to the Port by rail or road (export, transit)

to the date of submission of loading documents<sup>2</sup> or the Goods loading onto a car (import, transit) / Goods loading onto a vessel (export, transit).

The dates of unloading/delivery/submission/loading shall be included in the time limit.

Taking into account the condition subject to which part of the operations included in the Statutory Time Limit for Forwarding are performed solely after Customs Processing or other mandatory procedures for statutory control<sup>3</sup>, as well as a dependence of the time limits on the proper performance by the Customer of its obligations to provide documents, etc., the period of delay through the fault of the Customer / its representatives or on the initiative of the relevant authorities is ignored when considering the issue of compliance of the Forwarder with the Statutory Time Limit for Forwarding.

2.12.2. The Statutory Time Limit for Loading refers to the period of time during which the Forwarder's rolling stock is provided, Goods are loaded onto the rolling stock of the Forwarder, the train is collected and made up (unless otherwise provided for in the terms and conditions of the Order).

The Statutory Time Limit for Loading shall be calculated starting from 0:00 hours of the day following date of submission of loading documents up to and including the date of Goods loading onto the rolling stock.

The Statutory Time Limit for Loading shall apply to the block train made up of one or more batches of the same Customer on the condition of simultaneous submission of documents for the loading of all such containers as may be necessary to send a block train (a deviation of two days shall be allowed).

2.12.3. The extended Statutory Time Limit for Loading refers to the period of time for the completion of any operations which are typically performed within the Statutory Time Limit for Loading, yet extended due to changes in circumstances beyond the control of the Forwarder / its representatives, the existing procedure for Services rendering at the Port.

The extended Statutory Time Limit for Loading shall apply in the following situations:

a) non-compliance of the Customer / its representative with:  
the obligations provided for in paragraph 2.7 of these Special Conditions,  
the Statutory Time Limits laid down in these Special Conditions,  
any other obligations, which affects Forwarding at the Port;

b) the emergence of any circumstances beyond the Forwarder's control, which affects Forwarding at the Port, e.g., in Customs Processing, or other mandatory procedures for statutory control.

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<sup>2</sup> The surrender of loading documents hereinafter refers to the process operation being performed in the import and transit shipping of the Goods delivered to the Port by sea carrier for its subsequent delivery by rail. The submission of loading documents shall be performed in the manner laid down at the Port

<sup>3</sup> Delays are assumed to result typically in Customs Processing and the performance of other mandatory procedures for statutory control (phytosanitary, quarantine, etc.) from any circumstances through the fault of the Customer / its representatives or on the initiative of the relevant authorities, i.e., from the circumstances beyond the control of the Forwarder / its representatives. That said, if such delay is caused by any improper actions of the Forwarder / its representative in the processing of CusT, etc., the duration of such delay shall be taken into account when considering the issue of compliance of the Forwarder with the Statutory Time Limit for Forwarding.

The extended Statutory Time Limit for Loading shall be calculated starting from 0:00 hours of the day following date of submission of loading documents up to the date of Goods loading onto the rolling stock.

The extended Statutory Time Limit for Loading shall apply to the block train made up of one or more batches of the same Customer on the condition of simultaneous surrender of documents for the loading of all such containers as may be necessary to send a block train (a deviation of two days shall be allowed).

2.12.4. The Statutory Time Limit for CusC refers to the Customs Clearance carried out by the Customer.

The Statutory Time Limit for CusC shall be calculated:

from the date of Goods unloading from the vessel (import) / Goods delivery by rail or road (export) and notification of the Customer / its representative that the Goods have arrived and the documents are ready to be delivered for the Customs Clearance procedure purposes

to the date of issue of customs goods declaration and the relevant notice given to the Forwarder by the Customer accompanied by the provision of documents.

2.12.5. The Statutory Time Limit for CusT refers to the processing of Customs Transit; the time limit may define the obligation of both the Customer and the Forwarder depending on the allocation of responsibilities in accordance with the terms and conditions of the Order.

The Statutory Time Limit for CusT shall be calculated:

from the date of Goods unloading from the vessel (import, transit) / Goods delivery by rail or road (export, transit) and notification of the Customer / its representative that the Goods have arrived and the documents are ready to be delivered for the Customs Transit procedure purposes

to the date of issue of customs goods declaration and the relevant notice given to the Forwarder accompanied by the provision of documents.

2.13. Goods storage at the Port shall be accounted for and reimbursed in reliance upon the following:

2.13.1. If the Statutory Time Limit(s) is/are exceeded but the Process Time Limit is not exceeded, the fee for Goods storage at the Port shall not accrue.

2.13.2. If the Process Time Limit is exceeded, the Goods storage at the Port shall be subject to extra charges which may exist at the Port as of the storage date.

2.13.3. Any and all extra costs associated with exceeding the Process Time Limit shall be reimbursed for by the Customer, except when the Process Time Limit is exceeded as a result of the Forwarder exceeding the Statutory Time Limits due to circumstances under the Forwarder's control.

2.13.4. If the Process Time Limit is exceeded due to reasons under the control of both Parties, the resulting costs shall be allocated between the Parties proportionately to the period of such excess.

2.14. Any other extra costs which may arise in connection with Forwarding at the Port shall be allocated between the Parties similarly to the cost allocation rules set forth in paragraphs 2.13.3 and 2.13.4 of these Special Conditions.

### **3. Liability**

The Forwarder shall be entitled to charge and the Customer shall be obliged to pay a fine of five thousand rubles (RUB 5,000) for each instance of non-provision / untimely provision of all such documents (duly executed, containing complete and true information) as may be necessary to reprocess the Goods between different modes of transport in multimodal shipments, where the provision of such documents is entrusted to the Customer and the Forwarder is unable to obtain such document on its own.

### **4. Appendices**

Appendix 1 List of documents;

Appendix 2 Power of attorney form;

Appendices 3 Terms of Forwarding at the Port:

3.1. Vostochny Port (Farwater LLC Terminal), Nakhodka

- 3.2. Vladivostok Sea Fishing Port (VMKT LLC Terminal), Vladivostok
  - 3.3. Vladivostok Commercial Seaport (PJSC VMTP), Vladivostok
  - 3.4. Port of Vladivostok (Pacific Logistics), Vladivostok
  - 3.5. Port of Novorossiysk (terminals of JSC NLE, PJSC NCSP, OOO NUTEP), Novorossiysk
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## **List of documents<sup>4</sup>**

For the purposes of Forwarding at the Port, the Customer shall provide the following documents<sup>5</sup>:

### **1. In respect of imported/transit Goods in the handling of Customs Transit by the Forwarder**

- 1.1. Key documents:  
power of attorney;  
invoice;  
packing list;  
*optional documents which may be provided at the sole discretion the Customer or at the request of the Forwarder:*  
agreement (international contract);  
bill of lading;  
consolidated goods specification;  
letter from the consignor about the area of application / intended purpose of goods.
- 1.2. Extra documents to be provided in respect of dangerous Goods:  
security certificate;  
certificate of compliance with the International Maritime Dangerous Goods Code;  
*optional documents which may be provided at the sole discretion the Customer or at the request of the Forwarder:*  
packing and wrapping materials certificate;  
multimodal declaration of dangerous goods;  
certificate stating that the container has dangerous goods inside;  
photos of loading / fixing of dangerous goods inside the container in compliance with the requirements of specifications for the placement and fixing of goods in containers and the dangerous goods shipping rules;  
instructions for Goods handling at the Port.
- 1.3. Extra documents to be provided in respect of the Goods which require special terms of transportation, storage:  
certificate of state registration (CSR) (of the consignor, manufacturer);  
packing list specifying the codes of Foreign Economic Activity Commodity Classification with a reference to CSR;  
certificates (quality certificate containing the key characteristics of goods and proving its conformity to the standards and regulations; veterinary certificate (in the case of products of animal origin); sanitation and hygiene certificate proving the hygiene safety of a product; quarantine/phytosanitary certificate for plant products certifying a lack of diseases, etc.);  
instructions on how to handle Goods at the Port (*optional document which may be provided at the sole discretion the Customer or at the request of the Forwarder*).

### **2. In respect of imported / transit Cargo in Customs Processing by the Customer**

- 2.1. Key documents:  
power of attorney;  
customs declaration<sup>6</sup>;

<sup>4</sup> The above-mentioned list may be changed by the Forwarder depending on the specific terms of Goods shipping, the Port operational technology, the requirements of supervisory authorities or any other circumstances.

<sup>5</sup> Copies of documents shall be provided (duly certified if necessary).

<sup>6</sup> Customs declaration shall be provided immediately upon the execution thereof (if Customs Processing is carried out at the Port location)

*optional documents which may be provided at the sole discretion the Customer or at the request of the Forwarder:*

- invoice;
- packing list;
- consolidated goods specification;
- bill of lading;
- letter from the consignor about the area of application / intended purpose of goods.

2.2. Extra documents to be provided in respect of dangerous Goods:

- security certificate;
- certificate of compliance with the International Maritime Dangerous Goods Code;

*optional documents which may be provided at the sole discretion the Customer or at the request of the Forwarder:*

- packing and wrapping materials certificate;
- multimodal declaration of dangerous goods;
- certificate stating that the container has dangerous goods inside;
- photos of loading / fastening of dangerous goods inside the container in compliance with the requirements of specifications for the placement and fastening of goods in containers and the dangerous goods shipping rules;
- instructions for Goods handling at the Port.

2.3. Extra documents to be provided in respect of the Goods which require special terms of transportation, storage:

- certificate of state registration (CSR) (of the consignor, manufacturer);
- packing list specifying the codes of Foreign Economic Activity Commodity Classification with a reference to CSR;

- certificates (quality certificate containing the key characteristics of goods and proving its conformity to the standards and regulations; veterinary certificate (in the case of products of animal origin); sanitation and hygiene certificate proving the hygiene safety of a product; quarantine/phytosanitary certificate for plant products certifying a lack of diseases, etc.);

- instructions on how to handle Goods at the Port (*optional document which may be provided at the sole discretion the Customer or at the request of the Forwarder*).

### **3. In respect of exported Goods in Customs Processing by the Customer**

3.1. Key documents:

- power of attorney;
- bill of lading processing instructions
- customs declaration;
- invoice;
- packing list;

- VGM certificate confirming the gross weight of a container;

*optional documents which may be provided at the sole discretion the Customer or at the request of the Forwarder:*

- waybill (if Goods are delivered to the Port by road);
- rail waybill (if Goods are delivered to the Port by rail);
- agreement (international contract);
- phytosanitary or other necessary certificates;
- consolidated goods specification;
- bill of lading;
- letter from the consignor about the area of application / intended purpose of goods.

3.2. Extra documents to be provided in respect of dangerous Goods:

- multimodal declaration of dangerous goods;
- multimodal declaration of dangerous goods in English;
- certificate of compliance with the requirements of International Maritime Dangerous Goods Code;
- safety certificate in Russian;

safety certificate in English;  
packing and wrapping materials certificate;  
certificate stating that the container has dangerous goods inside;  
fire safety maps;  
accident maps;  
photos of loading / fixing of dangerous goods inside the container;  
instructions on how to handle Goods at the Port (*optional document which may be provided at the sole discretion the Customer or at the request of the Forwarder*).

3.3. Extra documents to be provided in respect of the Goods which require special terms of transportation, storage:

certificate of state registration (CSR) (of the consignor, manufacturer);  
packing list specifying the codes of Foreign Economic Activity Commodity Classification with a reference to CSR;

certificates (quality certificate containing the key characteristics of goods and proving its conformity to the standards and regulations; veterinary certificate (in the case of products of animal origin); sanitation and hygiene certificate proving the hygiene safety of a product; quarantine/phytosanitary certificate for plant products certifying a lack of diseases, etc.);

instructions on how to handle Goods at the Port (*optional document which may be provided at the sole discretion the Customer or at the request of the Forwarder*).

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POWER OF ATTORNEY FORM

**POWER OF ATTORNEY No. \_\_\_\_\_**

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(Date and place of issue)

Under this Power of Attorney \_\_\_\_\_  
(full name of body corporate, full name of self-employed entrepreneur)  
(INN (Taxpayer Identification Number) \_\_\_\_\_, OGRN (Primary State Registration  
Number) \_\_\_\_\_),

\_\_\_\_\_,  
(address of body corporate, registered office of SEE)  
represented by

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(title, full name: first name, patronymic, last name)  
acting under \_\_\_\_\_  
(Articles of Association, Regulations, Power of Attorney No. date, certificate from the Unified State Register of  
Self-Employed Entrepreneurs)  
(hereinafter the "Principal"),  
authorizes \_\_\_\_\_ (INN (Taxpayer Identification Number) \_\_\_\_\_;  
registered at \_\_\_\_\_; incorporated on \_\_\_\_\_, Primary State Registration Number  
\_\_\_\_\_) (hereinafter referred to as \_\_\_\_\_)

to act for and on behalf of the Principal and undertake all such actions as may be necessary in  
respect of forwarding services related to containers, goods in containers received by the Principal, more  
specifically, to receive goods, sign delivery and acceptance documents (orders, deeds/certificates, etc.),  
obtain and forward shipping documents (including marine bills of lading), make arrangements for  
further shipment, as well as make requests, file applications, obtain and execute any other documents  
as may be necessary as part of fulfilling this assignment.

This Power of Attorney shall be effective until \_\_\_\_\_ 20\_\_\_\_.  
(unless the power of attorney specifies its term, the power of attorney shall remain effective within one year from its  
issue)

CEO of the body corporate \_\_\_\_\_ / \_\_\_\_\_/  
(Signature) (full name)  
L.S. (round seal)  
(if the power of attorney is issued by a SEE, it shall specify the full name of such self-employed entrepreneur signing  
the power of attorney)

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## **Terms of Forwarding at the Port**

### **Vostochny Port (Farwater LLC Terminal), Nakhodka**

1. Unless otherwise stated, Forwarding at the Port shall be performed from the acceptance of Goods by the Port (Goods unloading from the vessel / the delivery of Goods by rail or road) to the shipment of Goods from the Port (Goods loading onto a railcar or vehicle / loading onto a vessel).

2. The Process Time Limit for Forwarding at the Port shall be as follows:

8 calendar days in respect of imported Goods;

14 calendar days in respect of exported Goods;

14 calendar days in respect of transit Goods from land to sea;

10 calendar days in respect of transit Goods from sea to land.

3. Whenever Forwarding is carried out at the Port, the Customer and the Forwarder shall rely upon the following Statutory Time Limits:

3.1. In respect of imported Goods in CusT processing:

the Statutory Time Limit for Forwarding shall be 4 calendar days;

the Statutory Time Limit for CusT (for the Forwarder) shall be 2 calendar days;

the Statutory Time Limit for CusT (for the Customer) shall be 2 calendar days.

Summing it up, provided that the Parties meet the Statutory Time Limits and comply with any other obligations, the Goods shall be delivered for further loading and shipment by rail (documents for loading shall be surrendered) or loaded in a car 4 calendar days after they are unloaded from a vessel.

3.2. In respect of imported Goods in CusC processing:

the Statutory Time Limit for Forwarding shall be 6 calendar days;

the Statutory Time Limit for CusC shall be 4 calendar days.

Summing it up, provided that the Parties meet the Statutory Time Limits and comply with any other obligations, the Goods shall be delivered for further loading and shipment by rail (documents for loading shall be surrendered) or loaded in a car 6 calendar days after they are unloaded from a vessel.

3.3. In respect of transit Goods in CusT processing:

the Statutory Time Limit for Forwarding shall be 4 calendar days;

the Statutory Time Limit for CusT (for the Forwarder) shall be 2 calendar days;

the Statutory Time Limit for CusT (for the Customer) shall be 2 calendar days.

Summing it up, provided that the Parties meet the Statutory Time Limits and comply with any other obligations, the Goods, depending on its destination, shall be delivered for further loading and shipment by rail (documents for loading shall be surrendered) or loaded in a car / taken aboard a vessel 4 calendar days after they are unloaded from a vessel / delivered to the Port by rail or road, respectively.

3.4. In respect of exported Goods:

the Statutory Time Limit for Forwarding shall be 7 calendar days;

the Statutory Time Limit for CusC shall be 5 calendar days.

Summing it up, provided that the Parties meet the Statutory Time Limits and comply with any other obligations, the Goods shall be taken aboard a vessel 7 calendar days after they are delivered to the Port by rail or road.

3.5. The Statutory Time Limit for Loading shall be as follows:

3 calendar days in cases where a single container or assembled containers are shipped;

6 calendar days in cases where a container is shipped as part of a block train.

3.6. Extended Statutory Time Limit for Loading:

3 calendar days in cases where a single container or assembled containers are shipped;

9 calendar days in cases where a container is shipped as part of a block train.

## **Terms of Forwarding at the Port**

### **Vladivostok Sea Fishing Port (VMKT LLC Terminal), Vladivostok**

1. Unless otherwise stated, Forwarding at the Port shall be performed from the acceptance of Goods by the Port (Goods unloading from the vessel / the delivery of Goods by rail or road) to the shipment of Goods from the Port (Goods loading onto a railcar or vehicle / loading onto a vessel).

2. The Process Time Limit for Forwarding at the Port shall be as follows:

8 calendar days in respect of imported Goods;

14 calendar days in respect of exported Goods;

14 calendar days in respect of transit Goods from land to sea;

8 calendar days in respect of transit Goods from sea to land.

3. Whenever Forwarding is carried out at the Port, the Customer and the Forwarder shall rely upon the following Statutory Time Limits:

3.1. In respect of imported Goods in CusT processing:

the Statutory Time Limit for Forwarding shall be 4 calendar days;

the Statutory Time Limit for CusT (for the Forwarder) shall be 2 calendar days;

the Statutory Time Limit for CusT (for the Customer) shall be 2 calendar days.

Summing it up, provided that the Parties meet the Statutory Time Limits and comply with any other obligations, the Goods shall be delivered for further loading and shipment by rail (documents for loading shall be surrendered) or loaded in a car 4 calendar days after they are unloaded from a vessel.

3.2. In respect of imported Goods in CusC processing:

the Statutory Time Limit for Forwarding shall be 6 calendar days;

the Statutory Time Limit for CusC shall be 4 calendar days.

Summing it up, provided that the Parties meet the Statutory Time Limits and comply with any other obligations, the Goods shall be delivered for further loading and shipment by rail (documents for loading shall be surrendered) or loaded in a car 6 calendar days after they are unloaded from a vessel.

3.3. In respect of transit Goods in CusT processing:

the Statutory Time Limit for Forwarding shall be 4 calendar days;

the Statutory Time Limit for CusT (for the Forwarder) shall be 2 calendar days;

the Statutory Time Limit for CusT (for the Customer) shall be 2 calendar days.

Summing it up, provided that the Parties meet the Statutory Time Limits and comply with any other obligations, the Goods, depending on its destination, shall be delivered for further loading and shipment by rail (documents for loading shall be surrendered) or loaded in a car / taken aboard a vessel 4 calendar days after they are unloaded from a vessel / delivered to the Port by rail or road, respectively.

3.4. In respect of exported Goods:

the Statutory Time Limit for Forwarding shall be 7 calendar days;

the Statutory Time Limit for CusC shall be 5 calendar days.

Summing it up, provided that the Parties meet the Statutory Time Limits and comply with any other obligations, the Goods shall be taken aboard a vessel 7 calendar days after they are delivered to the Port by rail or road.

3.5. The Statutory Time Limit for Loading shall be as follows:

3 calendar days in cases where a single container or assembled containers are shipped;

6 calendar days in cases where a container is shipped as part of a block train.

3.6. Extended Statutory Time Limit for Loading:

3 calendar days in cases where a single container or assembled containers are shipped;

9 calendar days in cases where a container is shipped as part of a block train.

## **Terms of Forwarding at the Port**

### **Vladivostok Commercial Seaport (PJSC VMTP), Vladivostok**

1. Unless otherwise stated, Forwarding at the Port shall be performed from the acceptance of Goods by the Port (Goods unloading from the vessel / the delivery of Goods by rail or road) to the shipment of Goods from the Port (Goods loading onto a railcar or vehicle / loading onto a vessel).

2. The Process Time Limit for Forwarding at the Port shall be as follows:

8 calendar days in respect of imported and transit Goods reloaded from sea transport to rail/road transport;

18 calendar days in respect of exported and transit Goods reloaded from rail transport to sea transport;

10 calendar days in respect of exported and transit Goods reloaded from road transport to sea transport;

the terms do not differ from other (specified above) Goods in respect of dangerous exported and transit Goods;

4 calendar days in respect of dangerous imported Goods.

3. Whenever Forwarding is carried out at the Port, the Customer and the Forwarder shall rely upon the following Statutory Time Limits:

3.1. In respect of imported Goods in CusT processing:

the Statutory Time Limit for Forwarding shall be 4 calendar days;

the Statutory Time Limit for CusT (for the Forwarder) shall be 2 calendar days;

the Statutory Time Limit for CusT (for the Customer) shall be 2 calendar days.

Summing it up, provided that the Parties meet the Statutory Time Limits and comply with any other obligations, the Goods shall be delivered for further loading and shipment by rail (documents for loading shall be surrendered) or loaded in a car 4 calendar days after they are unloaded from a vessel.

3.2. In respect of imported Goods in CusC processing:

the Statutory Time Limit for Forwarding shall be 6 calendar days;

the Statutory Time Limit for CusC shall be 4 calendar days.

Summing it up, provided that the Parties meet the Statutory Time Limits and comply with any other obligations, the Goods shall be delivered for further loading and shipment by rail (documents for loading shall be surrendered) or loaded in a car 6 calendar days after they are unloaded from a vessel.

3.3. In respect of transit Goods in CusT processing:

the Statutory Time Limit for Forwarding shall be 4 calendar days;

the Statutory Time Limit for CusT (for the Forwarder) shall be 2 calendar days;

the Statutory Time Limit for CusT (for the Customer) shall be 2 calendar days.

Summing it up, provided that the Parties meet the Statutory Time Limits and comply with any other obligations, the Goods, depending on its destination, shall be delivered for further loading and shipment by rail (documents for loading shall be surrendered) or loaded in a car / taken aboard a vessel 4 calendar days after they are unloaded from a vessel / delivered to the Port by rail or road, respectively.

3.4. In respect of exported Goods:

the Statutory Time Limit for Forwarding shall be 7 calendar days;

the Statutory Time Limit for CusC shall be 5 calendar days.

Summing it up, provided that the Parties meet the Statutory Time Limits and comply with any other obligations, the Goods shall be taken aboard a vessel 7 calendar days after they are delivered to the Port by rail or road.

3.5. The Statutory Time Limit for Loading shall be as follows:

3 calendar days in cases where a single container or assembled containers are shipped;

6 calendar days in cases where a container is shipped as part of a block train.

### 3.6. Extended Statutory Time Limit for Loading:

3 calendar days in cases where a single container or assembled containers are shipped;

9 calendar days in cases where a container is shipped as part of a block train.

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## **Terms of Forwarding at the Port**

### **Port of Vladivostok (Pacific Logistics LLC Terminal), Vladivostok**

1. Unless otherwise stated, Forwarding at the Port shall be performed from the acceptance of Goods by the Port (Goods unloading from the vessel / the delivery of Goods by rail or road) to the shipment of Goods from the Port (Goods loading onto a railcar or vehicle / loading onto a vessel).

2. The Process Time Limit for Forwarding at the Port shall be as follows:

7 calendar days in respect of imported and transit Goods reloaded from sea transport to rail transport;

6 calendar days in respect of imported and transit Goods reloaded from sea transport to road transport;

10 calendar days in respect of exported and transit Goods reloaded from rail/road transport to sea transport;

7 calendar days in respect of dangerous Goods on all routes.

3. Whenever Forwarding is carried out at the Port, the Customer and the Forwarder shall rely upon the following Statutory Time Limits:

3.1. In respect of imported Goods in CusT processing:

the Statutory Time Limit for Forwarding shall be 4 calendar days;

the Statutory Time Limit for CusT (for the Forwarder) shall be 2 calendar days;

the Statutory Time Limit for CusT (for the Customer) shall be 2 calendar days.

Summing it up, provided that the Parties meet the Statutory Time Limits and comply with any other obligations, the Goods shall be delivered for further loading and shipment by rail (documents for loading shall be surrendered) or loaded in a car 4 calendar days after they are unloaded from a vessel.

3.2. In respect of imported Goods in CusC processing:

the Statutory Time Limit for Forwarding shall be 6 calendar days;

the Statutory Time Limit for CusC shall be 4 calendar days.

Summing it up, provided that the Parties meet the Statutory Time Limits and comply with any other obligations, the Goods shall be delivered for further loading and shipment by rail (documents for loading shall be surrendered) or loaded in a car 6 calendar days after they are unloaded from a vessel.

3.3. In respect of transit Goods in CusT processing:

the Statutory Time Limit for Forwarding shall be 4 calendar days;

the Statutory Time Limit for CusT (for the Forwarder) shall be 2 calendar days;

the Statutory Time Limit for CusT (for the Customer) shall be 2 calendar days.

Summing it up, provided that the Parties meet the Statutory Time Limits and comply with any other obligations, the Goods, depending on its destination, shall be delivered for further loading and shipment by rail (documents for loading shall be surrendered) or loaded in a car / taken aboard a vessel 4 calendar days after they are unloaded from a vessel / delivered to the Port by rail or road, respectively.

3.4. In respect of exported Goods:

the Statutory Time Limit for Forwarding shall be 7 calendar days;

the Statutory Time Limit for CusC shall be 5 calendar days.

Summing it up, provided that the Parties meet the Statutory Time Limits and comply with any other obligations, the Goods shall be taken aboard a vessel 7 calendar days after they are delivered to the Port by rail or road.

3.5. The Statutory Time Limit for Loading shall be as follows:

3 calendar days in cases where a single container or assembled containers are shipped;

6 calendar days in cases where a container is shipped as part of a block train.

3.6. Extended Statutory Time Limit for Loading:

3 calendar days in cases where a single container or assembled containers are shipped;

9 calendar days in cases where a container is shipped as part of a block train.

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## **Terms of Forwarding at the Port**

### **Port of Novorossiysk (terminals of JSC NLE, PJSC NCSP, OOO NUTEP) Novorossiysk**

1. Unless otherwise stated, Forwarding at the Port shall be performed from the acceptance of Goods by the Port (Goods unloading from the vessel / the delivery of Goods by rail or road) to the shipment of Goods from the Port (Goods loading onto a railcar or vehicle / loading onto a vessel).

2. The Process Time Limit for Forwarding at the Port shall be as follows:

5 calendar days in respect of imported, exported and transit Goods.

3. Whenever Forwarding is carried out at the Port, the Customer and the Forwarder shall rely upon the following Statutory Time Limits:

3.1. In respect of imported Goods in CusT processing:

the Statutory Time Limit for Forwarding shall be 2 calendar days;

the Statutory Time Limit for CusT (for the Forwarder) shall be 2 calendar days;

the Statutory Time Limit for CusT (for the Customer) shall be 2 calendar days.

Summing it up, provided that the Parties meet the Statutory Time Limits and comply with any other obligations, the Goods shall be delivered for further loading and shipment by rail (documents for loading shall be surrendered) or loaded in a car 4 calendar days after they are unloaded from a vessel.

3.2. In respect of imported Goods in CusC processing:

the Statutory Time Limit for Forwarding shall be 2 calendar days;

the Statutory Time Limit for CusC shall be 2 calendar days.

Summing it up, provided that the Parties meet the Statutory Time Limits and comply with any other obligations, the Goods shall be delivered for further loading and shipment by rail (documents for loading shall be surrendered) or loaded in a car 4 calendar days after they are unloaded from a vessel.

3.3. In respect of transit Goods in CusT processing:

the Statutory Time Limit for Forwarding shall be 3 calendar days;

the Statutory Time Limit for CusT (for the Forwarder) shall be 2 calendar days;

the Statutory Time Limit for CusT (for the Customer) shall be 2 calendar days.

Summing it up, provided that the Parties meet the Statutory Time Limits and comply with any other obligations, the Goods, depending on its destination, shall be delivered for further loading and shipment by rail (documents for loading shall be surrendered) or loaded in a car / taken aboard a vessel 4 calendar days after they are unloaded from a vessel / delivered to the Port by rail or road, respectively.

3.4. In respect of exported Goods:

the Statutory Time Limit for Forwarding shall be 5 calendar days;

the Statutory Time Limit for CusC shall be 5 calendar days.

Summing it up, provided that the Parties meet the Statutory Time Limits and comply with any other obligations, the Goods shall be taken aboard a vessel 5 calendar days after they are delivered to the Port by rail or road.

3.5. The Statutory Time Limit for Loading shall be as follows:

1 calendar days in cases where a single container or assembled containers are shipped;

1 calendar days in cases where a container is shipped as part of a block train.