

**SPECIAL CONDITIONS
OF FORWARDING SERVICES RENDERING
REGARDING ACCEPTANCE OF CARGO BY THE FORWARDER**

1. General Provisions

1.1. These Special Conditions establish the specific terms for the provision of Services to the Customer concerning the Forwarder's acceptance or non-acceptance of Cargo, taking into account the requirements of the Russian Federation laws on transport and forwarding operations, as well as transport security.

1.2. The acceptance of Cargo by the Forwarder shall be distinguished from the acceptance of Cargo for carriage (by the carrier), which is carried out in accordance with transport statutes and codes, other applicable laws, and regulations issued pursuant thereto, as well as the relevant norms of international law.

The Forwarder's activities in providing the Services are aimed at organizing the transportation of Cargo and do not necessarily involve the direct handling, supervision, or physical management of the Cargo.

1.3. Acceptance of the Cargo by the Forwarder, within the meaning established by the legislation of the Russian Federation on forwarding activities and transport security, shall take place in cases where the Customer transfers the Cargo into the direct possession of the Forwarder for the purpose of organizing the transportation of the Cargo by the Forwarder¹ and, for this purpose, authorizes the Forwarder to act as the consignor under contracts of carriage of the Cargo.

The acceptance of Cargo by the Forwarder is carried out with respect to a sealed, loaded container, except where the Customer requests Services that involve the Forwarder's direct access to the Cargo (such as loading the Cargo into the container, warehouse storage of the Cargo, etc.).

1.4. The Forwarder, when providing the Services, does not accept Cargo in the meaning established by the Russian Federation laws on transport and forwarding operations and transport security, unless the Customer transfers the Cargo into the direct possession of the Forwarder, including:

a) when accepting Cargo from a carrier or port (not from the Customer). For example: when providing Services if the dispatch took place from third-party terminals, including those located outside the Russian Federation, and the Forwarder did not act as the consignor; when providing terminal or other Services in relation to Cargo that arrived at the Forwarder's terminal by rail, if no Services were provided by the Forwarder on the rail leg of the transportation, etc.;

b) in case of the provision of certain Services are rendered and provided that the scope of the Order is limited exclusively to such Services;

terminal services rendered directly at the Forwarder's terminal upon the instructions of state authorities, provided that payment thereof is made by the Client.;

performing of the function of loading/unloading organizer in accordance with the agreement with Russian Railways (loading/unloading operations, cargo storage), provided that the Forwarder does not participate in arranging the carriage of such cargo and does not provide related services;

storage of cargo at the Forwarder's terminal without the intention of arranging its further carriage by the Forwarder;

provision of road haulage services (the Forwarder is a road haulier);

provision of wagons and/or containers without related transportation and forwarding services.

2. Particulars of Cargo Acceptance by the Forwarder

2.1. In the event of acceptance of Cargo by the Forwarder (Clause 1.3 of these Special Conditions):

¹ For the purposes of these Special Conditions, the term "Forwarder" shall mean Delo Logistics LLC, its' separate structural divisions, and its' employees. However, the term "Forwarder" in a broader sense as defined in the General Conditions, shall not apply in the context of these Special Conditions.

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The Forwarder shall issue a Forwarding or Warehouse receipt to the Customer and take organizational measures to identify items and substances within the Cargo that are withdrawn from circulation

or have restricted circulation, in accordance with the Russian Federation laws on transport security, (hereinafter referred to as “organizational measures”);

Unless otherwise provided by the Contract, the Customer, in order to confirm the information specified in the Order, shall provide the Forwarder with the shipping documents for the Cargo for each container in electronic form via the Personal Account, and, when delivering loaded containers to the Forwarder’s terminal, shall additionally provide copies of the shipping documents in paper form, duly certified in the prescribed manner, at the request of the Forwarder.

2.2. In order to ensure compliance with the requirements of Russian Federation legislation on transport security, the Forwarder shall initially take the following organizational measures upon acceptance of the Cargo at the Forwarder’s Terminal:

a) by verifying the weight and dimensions of the accepted Cargo.

The verification is carried out using truck scales (when the Cargo is delivered to the terminal by road), container scales, or other weighing equipment.

After weighing, the Forwarder compares the actual weight of the Cargo with the weight specified by the Customer in the documents:

b) by visually inspecting the Cargo.

In the case of acceptance of a sealed, loaded container, the inspection is conducted to check for signs of commercial or technical defects in the containers, to verify the condition of the locking and sealing device (hereinafter referred to as the “Locking and Sealing Device”) and to verify that the number of the Locking and Sealing Device on the container matches the number specified in the bill of lading, without opening the container and without compromising the integrity of the Locking and Sealing Device.

If the Cargo is accepted outside the container for subsequent loading into a container at the Terminal, an inspection is conducted to verify the number of packages, visible damage, and the integrity of the goods’ packaging without opening the goods or packaging.

2.3. If there are no discrepancies with the information provided by the Customer in the documents (including the weight, taking into account the error), the Cargo shall be accepted for further transportation and/or storage.

2.4. If there are discrepancies with the information provided by the Customer in the documents (including the weight, taking into account the error), the Cargo shall not be accepted for further transportation and/or storage at the container terminal. In such cases, the Customer shall be immediately notified of the need to open and present the accepted Cargo (loaded container / Cargo outside the container) for inspection.

A visual inspection of the Cargo in a container or out of a container is conducted to detect items and substances that bear external resemblance to items and substances that have been withdrawn from circulation or are subject to restricted circulation.

2.4.1. If the Customer agrees to open and present the accepted Cargo for inspection in their presence, the Forwarder shall, within the timeframe agreed upon with the Customer and in the Customer’s presence, conduct an inspection of the Cargo visually and/or using X-ray television systems (hereinafter “X-ray systems”), and the inspection shall be recorded using video recording equipment.

2.4.2. If the Customer agrees to the opening and inspection of the accepted Cargo without their participation, the Forwarder shall open and inspect the accepted Cargo visually and/or using X-ray systems, ensuring that the procedure is recorded using video recording equipment, with the results of the video recording subsequently provided to the Customer (upon the Customer’s request).

2.4.3. If the Customer refuses to allow the accepted Cargo to be opened and inspected, or if the Customer fails to respond within two hours of receiving the notification, the Cargo shall be inspected using X-ray systems with video recording, and the results shall be recorded in a report.

In the absence of X-ray systems and in other necessary cases, the Forwarder may, in accordance with the requirements of the legislation of the Russian Federation on transport security, conduct inspections of the accepted Cargo using the services of engaged transport security organizations or other specialized organizations, including special services using the scent detection abilities of specially trained dogs, manual inspection using portable detectors, and other methods.

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2.5. If, during the implementation of organizational measures, no items or substances that have been withdrawn from circulation or are subject to restricted circulation are identified, the Forwarder shall suspend fulfillment of the Order until the Customer provides accurate information about the Cargo or makes the corresponding amendment to the Order. The Parties shall jointly decide on further actions regarding the Cargo.

2.6. If, during the implementation of organizational measures, items and substances that have been withdrawn from circulation or are subject to restricted circulation are identified within the Cargo, for which the Customer does not have a special permit and/or the transportation of which has not been agreed upon with the Forwarder, the fulfillment of the Order shall be suspended, and the Forwarder shall immediately take steps to notify the federal executive authorities in accordance with the requirements of the legislation of the Russian Federation and ensure that measures are taken regarding the Cargo in accordance with their instructions.

2.7. The procedures for verifying the accuracy of information regarding the Cargo are established by the Special Conditions for the provision of forwarding services concerning the verification of Cargo information.

2.8. The Forwarding/Warehouse Receipt shall be issued by the Forwarder based on the information specified in the Instructions and/or the bill of lading for each container accepted. The Forwarding/Warehouse Receipt shall be issued in the form of an electronic document. The issuance of a Forwarding/Warehouse Receipt in hard copy is permitted in cases provided for by the legislation of the Russian Federation.

2.9. The forms of electronic Forwarding/Warehouse Receipts are established by the legislation of the Russian Federation.

2.10. A hard copy of the Forwarding/Warehouse Receipt shall be issued in duplicate, signed by the Customer, and registered by a representative of the Forwarder in the Forwarder's information system, with a unique number and date assigned.

A Forwarding/Warehouse Receipt transmitted by the Forwarder to the Customer in electronic form via the Personal Account shall be deemed an equivalent to a hard copy document bearing the handwritten signature of the Forwarder who sent it.

2.11. The Forwarder shall have the right to refuse to accept the Cargo from the Customer and to withhold the Forwarding/Warehouse Receipt in the following cases:

a) the description of the Cargo in the container, as specified in the shipping documents and the bill of lading, does not match the description of the Cargo specified in the Order;

b) the discovery, during organizational measures, of:
technical and/or commercial defects or the container's unsuitability for transporting the Cargo in question.

deviations in the Cargo's weight,

damage, shortages, or loss of the Cargo in the container,

or the presence in the Cargo of items and substances that are prohibited from civilian circulation or subject to restricted circulation, the transportation of which is not provided for in the Order.

3. Particulars of Providing Forwarding Services That Do Not Involve the Acceptance of Cargo by the Forwarder

3.1. In the case of providing freight forwarding Services that do not involve the acceptance of Cargo by the Forwarder (subparagraph "a" of Clause 1.4 of these Special Conditions):

The Forwarder shall not issue a Forwarding or Warehouse Receipt to the Customer. The transfer of Cargo from the Customer to carriers and other persons involved in the provision of Services (such as Terminals) shall be carried out by making entries in the relevant transport and other documents.

Unless otherwise provided by the Contract, the Customer, for the purpose of confirming the information specified in the Order, shall provide the Forwarder with the shipping documents for the Cargo for each container in electronic form via the Personal Account.

3.2. The procedures for verifying the accuracy of information regarding the Cargo are established by the Special Conditions for the provision of forwarding services concerning the verification of Cargo information.

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4. Particulars of Providing Certain Services Not Involving Acceptance of Cargo by the Forwarder

4.1. In the case of the provision of Certain Services not involving acceptance of cargo by the Forwarder (subclause “b” of Clause 1.4 of these Special Conditions):

The Forwarder shall not issue a Forwarding or Warehouse receipt to the Customer;

The Customer shall provide the Forwarder with all necessary information when placing the Order.

4.2. When providing Certain Services, the Forwarder may verify the accuracy of information regarding the Cargo in accordance with the rules set forth in the Special Conditions for the provision of forwarding services concerning the verification of Cargo information.

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