

Удалено:

**SPECIAL CONDITIONS OF FORWARDING SERVICES RENDERING
WITH THE FORWARDER BEING CONSIGNOR AND/OR CONSIGNEE**

Удалено:

1. These Special Conditions govern relations between the Forwarder and the Customer if according to the Order the Customer assigns the Forwarder to act as the consignor and/or the consignee during rendering of Services under Cargo transportation contracts on the entire transportation route or on certain Transportation Hauls (hereinafter referred to as the Option).

These Special Conditions shall not apply to the cases when the Forwarder performs different functions as consignor/consignee for the Customer on its behalf, on the basis of the respective power of attorney.

2. The Option shall apply at the Forwarder's discretion only, provided that the Forwarder shall have the right to refuse the Option application without giving reasons.

3. Use of this Option is not permitted when arranging the transportation of Cargo that includes items and substances withdrawn from civilian circulation, or Cargo intended for personal (domestic) needs (household goods).

Удалено: The Option shall not be applied in the following cases:

4. When ordering Services with the Option to the Forwarder the Customer shall:

4.1. Independently select routes and carriers.

4.2. Certify and guarantee to the Forwarder (as defined in Article 431.2 of the Civil Code of the Russian Federation): the information on Cargo properties and requirements to its transportation conditions was brought to the Forwarder in full, (and included into the Order);

The Cargo is authorized for transportation under the conditions agreed upon in the Order;

The Client possesses the necessary permits, certificates, and other documents relating to the Cargo.

Удалено: - arrange of transportation of hazardous, expensive, perishable, most frequently stolen Cargo (tobacco, alcoholic products etc.), Cargo for personal (domestic) needs (household goods), outsize and other Cargo loaded according to local specifications and transported under special conditions; except cases when the technology of cooperation with contractors does not allow to organize transportation alternatively (a correspond commission of the Forwarder's headquarters adopts a decision).
- if the Customer who requested the Service earlier misstated the Cargo description (or the data specified in the Order and/or shipping document does not comply with the actually transported Cargo); this limitation shall also apply in cases when the Customer did not commit such violation but the Customer's representative had earlier represented interests of other persons who committed similar violations.

Удалено: Guarantee

Удалено: that

Удалено: Cargo is allowed for transportation on

Удалено: conditions approved in the Order, that

Удалено: .

Удалено: 2

Удалено: in particular

Удалено: abovementioned

Удалено: 4.3.

4.3. Provide the Forwarder with the necessary information and duly issued documents, in particular, shipping, forwarding documents, documents for the Cargo, which prove the Cargo properties, conformity certificates (if the Cargo is subject to certification), permits for the transport of Cargo, documents required for state, sanitary and other control by the governmental authorities. The submitted documents and information shall ensure free flow of the Cargo during Services rendering. Based on the above mentioned documents, the Forwarder shall issue documents and liaise with all the participants of transportation process.

4.4. Provide the Forwarder with photographic evidence of the Cargo being loaded into the container prior to the container being sealed, in accordance with the procedure established by the Special Conditions for the Provision of Forwarding Services regarding the verification of the accuracy of information about the Cargo.

4.5. Agree to the Forwarder's simultaneous representation of the Customer's and the carriers' interests when concluding necessary contracts.

5. For provision of Services with Option, the Parties shall approve and record the Forwarder's status (as consignor and/or consignee), the Transportation Hauls, where the Option shall be applied, in the Note to the Order. This information shall be sufficient to determine the liaising technology between the representatives of the Parties, for establishment and implementation of relations with carriers and other persons involved in the Services rendering, for allocation of responsibility between the Parties.

When rendering the Services with Option on the first and/or last Transportation Hauls and also on the entire transportation route, the Customer shall act as the consignor on the first Transportation Haul and the consignee on the last one as a rule.

6. When rendering Services with Option the Forwarder shall, conclude contracts, issue the necessary primary documents, secure the necessary and sufficient liaising with all participants of transportation process on its own behalf on the relevant Transportation Hauls.

Удалено: approved

The originals of these contracts and primary documents shall not be transferred to the Customer, ; copies verified by the Forwarder or the organization that has issued the original of the document shall be made available to the Customer at the Customer's request.

7. To provide the Services with the Option, the Forwarder shall accept the Cargo from the Customer or from other parties in accordance with the conditions of the Order. In accepting the Cargo, the Forwarder shall be guided by Section 2 of the Special Conditions for the Provision of Forwarding Services regarding the Forwarder's acceptance of Cargo.

8. If the Forwarder did not render the service of Cargo loading into the container, the Customer shall entitle the Forwarder to open the container and examine the Cargo, in particular, for correctness of Cargo loading and placement in the container. When opening the container and inspecting the Cargo, the Parties shall follow the rules set forth in the applicable laws, regulations, and customs governing the relevant Transportation Haul, along with adherence of the principles of rationality and conscientiousness. In case any violations of the Contract, discrepancies with established regulations are revealed the expenses related to the container opening and/or inspection of the Cargo shall be charged on the Customer, the violations revealed during examination shall be corrected at the Customer's expense.

9. Liability of the Parties during rendering of the Services shall be determined, in particular, bearing in mind on which Transportation Hauls the Forwarder acts as the consignor and/or the consignee. the Forwarder's liability to the Customer shall be determined on the basis of the same rules, under which the carrier of the respective transportation mode is liable to the Forwarder, unless otherwise provided for in these Special Conditions.

10. Claims against the carrier and/or other parties involved in the shipment, in the event of loss, damage, or shortage of the Cargo, shall be filed by the Forwarder at the Customer's request, unless such claims can be filed through other channels or by another party.

11. When the circumstances giving rise to the Forwarder's liability to third parties, governmental and other authorities occur for reasons depending on the Customer, the latter shall promptly render every assistance to the Forwarder in protecting the Forwarder's rights and legitimate interests, settle conflicts and compensate for losses incurred and other costs (fines and other penalties).

12. When the Option is applied:

12.1. The Forwarder shall not be liable under Paragraph 6.8 of the General Conditions, nor for any other losses related to the carriage of the Cargo, including the actions of carriers and other parties involved in the carriage, except in cases of damage to or loss of the Cargo caused by the Forwarder's fault.

12.2. The Customer:

shall bear the full risk of loss, shortage, damage (spoilage) to the Cargo, damage to containers and packaging, deterioration in marketable condition, and reduction in quality or value, except in cases of loss or damage to the Cargo caused by the carrier or other parties involved in the transportation of the Cargo; shall reimburse the Forwarder for all actual expenses, costs, and losses incurred in connection with fines, delays, detentions, placement in secure custody, seizures, arrests, sequestration, destruction, admission as evidence, sanctions, and other actions taken with respect to the Cargo/equipment of the Forwarder, including those ordered by authorized bodies and/or organizations.

Удалено: unless otherwise stipulated by Law

Удалено: Cargo shall be accepted from the Customer, carriers or other persons involved in the Services rendering (e.g. stevedores, depots, etc.) by making the stipulated notes in the respective shipping documents. In exceptional cases, when shipping and other determined documents are not available, the acceptance-delivery certificate must be issued. No forwarder's receipt is normally issued; in exceptional cases, when the Forwarder accepts Cargo from the Customer and acts as the consignor and the consignee on the entire transportation route, the forwarder's receipt shall be issued to the Customer at the Customer's request

Удалено: Cargo acceptance on the first Transportation Haul is normally carried out before the Customer has sealed the container, by visual examination for conformity with the description specified in the Order (by the stock item group). At the same time the Forwarder shall not examine the Cargo in terms of quantity, quality and weight.¶

Удалено: initially monitor the Cargo loading into container and/or did not directly

Удалено: The procedure of

Удалено: opening

Удалено: cargo examination is identical to

Удалено: procedure of examinations stipulated by Article 27 of

Удалено: Federal Law "Statute on Railway

Удалено: of the Russian Federation"

Удалено: If any violations of the Contract terms are revealed the Customer shall reimburse for the costs related to the Cargo examination.¶

9. When the Services with Option are provided on separate Transportation Hauls, the Cargo shall be transferred to the respective carriers or other persons involved in the Services rendering (e.g. stevedores, depots etc.) for subsequent transportation, normally by making stipulated notes in the respective shipping documents. In exceptional cases, if no shipping and other determined documents are available, the acceptance-delivery certificate must be issued. ¶ 10.

Удалено: in particular

Удалено: The Forwarder shall assert any claims against the carrier in an appropriate manner if the Cargo is lost, damaged (spoilt), in shortage and if other conditions of the transportation contract are breached.

Удалено: ¶

Удалено: indemnify against

Удалено: .