**CONTRACT**

**Transport expedition**

**1.** **The subject of the Contract**

1.1.The Customer instructs, and the Forwarder assumes the organization of transportation and freight forwarding services for all goods except those prohibited for transportation according to the UAT and GNET of the Russian Federation.

1.2 The Forwarder is obliged on his own behalf, for payment in the interests and at the expense of the Customer, to provide services related to the organization of cargo transportation by road, rail, air and sea transport

1.3 The Forwarder, fulfilling the Customer's instructions, is obliged to be guided by the current transport legislation and rules for the carriage of goods.

1.4. The conclusion of this contract is confirmed by the preparation and issuance of a bill of lading in the form specified in Appendix No. 4 to the Rules for the Carriage of Goods by Road, approved by Decree of the Government of the Russian Federation No. 2200 dated 12/21/2020. or CMR (international bill of Lading). The bill of lading is issued by the shipper. Cargo for which a bill of lading has not been issued is not accepted for transportation. In order to account for the movement of inventory items and payments for their transportation, the shipper additionally has the right to issue a bill of lading in the form 1-T approved by Resolution of the State Statistics Committee of Russia No. 78 dated 11/28/1997 and a bill of lading in the form of TORG-12 approved by Resolution of the State Statistics Committee of Russia No. 132 dated 12/25/1998. A bill of lading or CMR, unless otherwise provided for in the contract of carriage of goods, is issued for one or more shipments carried on one vehicle, in 6 copies (originals), respectively, for the shipper, consignee, forwarder and carrier.

1.6. When carrying out international road transport, the sides to the contract, in part not contradicting this agreement, the Parties to the agreement are guided by the Convention "On the Contract for the International Carriage of Goods by Road "), the Customs Convention "On the International Carriage of Goods using a TIR Carnet", international regulations governing transportation, as well as legislative acts, in part not contradicting international documents.

1. **Rights and obligations of the sides**

2.1.The FORWARDER assumes the following obligations

2.1.1.Organizes the transportation of goods by road in accordance with the Customer's Requests with attracted vehicles or their own vehicles. Determines the number of vehicles and their types for the carriage of goods specified in the Application

2.1.2. Delivers technically serviceable and commercially suitable truck transport for loading, on time and at the place specified in the Customer's request. The arrival of vehicles for loading with a delay of more than 4 hours is considered a failure of vehicles. In case of exceeding this deadline, the parties agree on the deadline for submitting the vehicle additionally.

2.1.3. In case of insufficiency of the submitted documents and information to fulfill the Customer's request and in case of detection of inconsistency of the information contained in the documents with the actual characteristics of the cargo, immediately notifies the Customer.

2.1.4. Organizes the transportation of cargo along the most rational route, open to the movement of vehicles, if the Customer does not have special instructions regarding the route of transportation, and in the case of transportation of heavy or large cargo along the route defined in a special permit.

2.1.5. Organizes the delivery of the accepted cargo to the destination within the time agreed upon by the sides in the application and specified in the accompanying documents, ensuring its safety during the entire period of transportation until its delivery to the consignee. If the Customer did not ensure the loading of the cargo within the time limits provided for in Appendix No. 6 of the Rules for the Carriage of Goods by Road, approved by Decree of the Government of the Russian Federation No. 2200 dated 12/21/2020 or this agreement, the delivery time of the cargo is automatically postponed by the amount of time for which loading and issuance of accompanying documents were delayed. At the same time, if the final delivery time falls on non-working hours, a day off or a holiday, it is automatically postponed to the next working day. The delivery time of the cargo accepted for transportation is determined based on the provisions of the Federal Law "Charter of motor transport and land urban electric transport", namely: in the period from April to October 500 km per day and from November to March 400 km per day. The calculation of the delivery time of the cargo begins at 00.00 on the day following the day of acceptance of the cargo for transportation.

2.1.6. Provides other services related to the transportation of goods, in agreement with the Customer.

2.1.7. Concludes contracts on its own behalf, in the interests and at the expense of the Customer, with transport and freight forwarding or other organizations for the transportation and forwarding services of goods or other works and services under this agreement.

2.1.8. In cases where the Forwarder engages third sides (including carriers) to perform their duties provided for in the contract, the Forwarder is responsible for all actions of the third parties involved by him as for his own.

2.1.9. Immediately informs the Customer about the forced delays of vehicles en route, accidents and other unforeseen circumstances preventing the timely delivery of cargo to the destination, its damage, in cases of robbery, as well as excessive downtime of vehicles under loading /unloading at border checkpoints and other similar cases. Information is provided by any available means of communication, and in cases where a delay in delivery may lead to penalties, then in writing, including by e-mail and fax.

2.1.10. The forwarder has the right to refuse to accept valuable cargo for transportation without agreement with the Customer of the cargo insurance service, if the full value of the cargo is not announced in the Application or exceeds 1 million rubles.

* 1. The CUSTOMER is obliged to:

2.2.1. Sends to the Forwarder an application (Appendix No. 1) for cargo transportation no later than 24 hours of the working day preceding the time of delivery of the vehicle for loading. The application is submitted in writing by e-mail, fax, or delivered by courier to the Forwarder's office.

2.2.2. The application must contain the following information:

- the route of transportation and the delivery time of the cargo

- place, date and time of delivery of the car for loading

- cargo delivery address

- the name of the shipper and the consignee

- the name of the cargo, its weight and quantity

- number and type of rolling stock

- special conditions of transportation, if any (dimensions, temperature conditions, etc.)

- cost of transportation

- the declared value of the cargo

- responsible persons and phone numbers of the shipper and the consignee.

2.2.3. If the Customer fails to provide the specified information on time, the Forwarder has the right not to start fulfilling the relevant duties or to terminate their performance with the imposition of losses incurred on the Customer

2.2.4. Inform the Forwarder in advance by phone, followed by written confirmation of the change in the addresses of the warehouse and the phone numbers responsible for receiving and delivering the cargo.

2.2.5. Carries out the meeting of the transport submitted for loading and checks its suitability for the carriage of the cargo submitted for transportation.

2.2.6. Carries out the loading (unloading) of goods into the cargo compartments of vehicles by its own forces and means, secures the cargo in the cargo compartment of the vehicle in accordance with the current rules and requirements for the transportation of goods by road to this type of cargo. If, during the driver's inspection of the stowage, packaging and fastening of cargo on the rolling stock, inconsistencies were found with the requirements of traffic safety and ensuring the safety of rolling stock, as well as with the requirements for the safety of cargo, the Customer (shipper), at the request of the driver, is obliged to eliminate the detected deficiencies in the stowage, packaging and fastening of cargo.

2.2.7. The customer (his authorized representatives) are obliged to:

- to maintain loading and unloading platforms, as well as access roads to them in good condition at any time of the year to ensure unhindered passage and maneuvering of rolling stock, as well as to provide adequate lighting for work in the evening and at night.

- check the correctness of loading the cargo compartment, the correspondence of the weight and quantity of cargo indicated in the waybills to the actual parameters of the cargo loaded into the cargo compartment of the car.

- The customer is obliged to ensure that the procedure for loading / unloading vehicles and customs clearance of the transported cargo is carried out within 48 hours on the territory of the CIS and Baltic countries and 24 hours in other territories, excluding weekends and holidays of the host country, upon arrival of the vehicle at the place of operation before 10 o'clock local time. Within the framework of loading / unloading cargo for 24 hours, including customs posts, it is regarded as a loading point. If the car is idle for more than the specified hours, an idle fee of 100 (One hundred) dollars is paid for every day of downtime. Otherwise, the countdown starts from the next day. The downtime of the vehicle over the specified time is paid by the Customer on the basis of documents confirming the fact of downtime (CMR invoice with the appropriate mark and the downtime card).

2.2.8. If the Customer fails to comply with these conditions, he loses the right to refer to improper loading in relations with the Forwarder.

2.2.9. 2.2.9. Timely pays the cost of the Forwarder's services and other expenses related to transportation.

**3. Cost of services and payment procedure**

3.1. Payment for freight forwarding services is made by the Customer on the basis of the Forwarder's invoice and the Application confirmed by the Sides.

3.2. The Customer pays the Freight Forwarder the costs of organizing cargo transportation and forwarding services, as well as pays for the Forwarder's services on the basis of invoices issued by the Forwarder with the provision of documents confirming the relevant expenses incurred in the interests of the Customer

3.3. Payments for freight forwarding services are made in advance or upon unloading by cashless transfer to the Forwarder's bank account, followed by the provision of documents specified in clause 3.4. of this contract.

3.4. Scanned copies of invoices are provided with copies of transport documents, CMRS with the consignee's marks of acceptance of the cargo or comments on its safety, acts of services rendered and invoices indicating the cost of services rendered and other payments.

3.5. Transportation services are considered to be provided in a timely and high-quality manner if, after delivery of the cargo to the consignee specified by the Customer in the application, no claims for the service provided have been received within five days.

3.6. The payment procedure may be changed by agreement of the sides to the contract with the execution of an additional agreement to this contract or an application.

3.7. If the Customer refuses the services, the money transferred by him is subject to refund to the Customer's bank account minus the costs incurred by the Forwarder.

3.8. The Customer is obliged to pay the Freight Forwarder the costs incurred by him during the execution of this contract, including the amount of fines and other unforeseen expenses paid to the carrier due to the fault of the Customer, within 5 days from the date of the relevant claim

3.9. 3.9. In case of requirements of the customs services (other authorized state organizations, the Ministry of Internal Affairs, the FSB, etc.) on the need to inspect the cargo en route to the consignee and related vehicle downtime, the Customer additionally pays the Forwarder an amount of 200 (two hundred dollars) dollars for the first day of downtime and an amount of 100 (one hundred) dollars, for each subsequent day of vehicle downtime. If the currency of the contract differs from the one specified in this paragraph, then payment is made in the currency of the application with the appropriate recalculation of the amount, at the exchange rate of this currency of the Central Bank of the Russian Federation on the date of payment (clause 3.10). In these cases, the Forwarder is not responsible for the delay in delivery of the cargo to the Customer related to the actions of authorized state organizations.

3.10. The main currency for payment is the Russian ruble (RUB). In case of payment of invoices in a currency other than the main one, the funds are recalculated at the exchange rate of the Central Bank of the Russian Federation on the day of payment.

3.11. 3.11. In case of payment by the Customer to the Forwarder in a currency other than that specified in clause 3.10 (US Dollars, Euros, Yuan), payment is made according to the relevant details specified in Section 9 of this contract.

3.12. In case of change of tariffs for transportation, the Forwarder notifies the Customer about it 10 days before the date of introduction of new tariffs.

**4.The procedure for issuing of the delivered cargo to the consignee**

4.1. The forwarder issues the cargo to the consignee specified in the shipping documents. The delivered cargo is transferred only to the authorized person of the consignee acting on the basis of a power of attorney, a document certifying his identity. If the relationship under this agreement is of a long-term nature and the goods are constantly delivered to the same consignees, the Customer may provide a list of persons indicating the Surname, first name, patronymic, position and their signature samples (Appendix No. 2). The specified list must be approved by the head of the Consignee and sealed. In case of acceptance of the cargo by the persons indicated in the list of their signatures, they must be certified with the seal of the consignee on the bill of lading or CMR

4.2. In case of arrival of goods with damage, damage or shortage, as well as in containers with faulty seals or without seals, the Forwarder informs the Customer about this within 24 hours, not counting the day of arrival of the cargo at the place of unloading. The circumstances that are the basis for the material liability of the sides are certified by the records of the forwarder, consignee or shipper in the bill of lading or CMR. In case of disagreement between the forwarder, the carrier on the one hand and the consignee on the other hand on issues of cargo safety, shortage, damage and similar cases, a commercial act is drawn up, on the preparation of which, in addition to the entry made in the bill of lading or CMR, a mark is made and the actual condition of the cargo and the vehicle in which the disputed cargo arrived is indicated. If necessary, a specialist of the Chamber of Commerce and Industry or an independent surveyor may be involved in the preparation of such an act. In this case, the costs of attracting specialists are attributed to the party that attracts such a specialist. The consignee is obliged to invite the Forwarder and the carrier to draw up such an act at least one day in advance, and if the forwarder is in another city, then two days before it is drawn up.

**5. liability of the sides to the contract**

5.1. For non-fulfillment or improper fulfillment of their obligations under this contract, the Sides are responsible in accordance with the Civil Code of the Russian Federation, the Federal Law "On Freight Forwarding Activities", the Federal Law "Charter of Motor Transport". The freight forwarder and the cargo carrier engaged by him are responsible for the loss, shortage or damage of the cargo from the moment of its acceptance until delivery to the consignee indicated in the bill of lading unless they prove that the loss, shortage, damage to the cargo occurred due to circumstances that the Forwarder or carrier could not prevent or eliminate which did not depend on him.

 5.2. For failure to export the cargo due to the fault of the Forwarder, as well as for failure to provide the vehicle provided for in the Application, the Forwarder pays the Customer a fine in the amount of 20% of the transportation amount. If the amount of the fine is not specified in the Application, according to the Federal Law "Charter of Motor Transport".

5.3. For late provision of the vehicle provided for in the Application, the Forwarder pays the shipper for each day of delay in the amount of one hundred dollars per day

5.4. The Forwarder pays the Customer a fine for late delivery of the cargo in the amount of one hundred dollars per day.

5.5. For failure to provide cargo for transportation, as well as for refusal to use the vehicle provided for in the Application, the Customer pays the Freight Forwarder a fine in the amount of 20% of the transportation amount specified in the Application for a specific transportation.

5.6. For the delay (downtime) of vehicles submitted for loading and unloading, respectively, the Customer pays for each day in the amount of $ 100 or established by the Application for a specific transportation. If the amount of the fine is not specified in the Application, according to Article 35 of the Federal Law "Charter of Motor Transport".

5.7. For late payment of the Freight Forwarder's services, as well as reimbursement of expenses incurred during transportation, the Customer pays a penalty in the amount of 0.5% of the overdue amount for each day of delay.

5.8. The Freight Forwarder has the right to hold the cargo at his disposal until payment and reimbursement of all expenses incurred by him in the interests of the Customer or until the Customer provides adequate security for the fulfillment of his obligations regarding payment and reimbursement of expenses. In this case, the Customer also pays the costs associated with the retention of the property. The Customer is responsible for the damage caused to the cargo as a result of its retention by the Forwarder in the cases provided for in this paragraph.

5.9. The forwarder is not responsible under this agreement in the following cases:

- if the cargo was damaged or lost as a result of a traffic accident, in which the driver of the carrier engaged by the forwarder is not to blame

- inside the container, there is a shortage of the contents of cargo packages accepted and transferred in good packaging

- in case of loss, damage to the cargo not related to a direct violation by the Forwarder (carrier) of the rules of cargo transportation

5.10. The freight forwarder is not responsible for the deterioration of the quality of goods if the shipper (Customer) has not indicated any special properties of the transported cargo or special conditions of its transportation.

**6. Force majeure circumstances**

6.1. The Sides are exempt from liability for non-fulfillment or improper fulfillment of their obligations under the contract if they prove that their non-fulfillment is caused by circumstances of force majeure, i.e. extraordinary and unavoidable circumstances under these conditions, as which the parties recognize: natural disasters, hostilities, fire, the introduction of a military or emergency situation, the introduction or restriction of transportation in certain directions and routes

**7. Dispute resolution procedure**

7.1. All disputes or disagreements arising between the sides under this Contract or in connection with it shall be resolved through negotiations between the parties or in a claim-based manner. The claim is sent within 10 days from the date of the disagreement. The deadline for consideration and response to the claim is set at 30 calendar days.

7.2. Any dispute, disagreement or claims arising in connection with this Contract and not resolved through negotiations shall be resolved in an Arbitration Court in accordance with the provisions of the current legislation of the Russian Federation.

8. The duration of the contract

8.1. This Contract comes into force from the moment it is signed by the sides and is valid until one of the sides declares its intention to amend or terminate it by submitting a written notice

8.2. Any of the sides to the contract has the right to withdraw from this contract unilaterally, notifying the other side in writing no later than 10 working days in advance, while the obligations of the sides to fulfill this contract remain until they are fully fulfilled. In case of unilateral refusal to perform this contract, the party that declared the refusal shall reimburse the other party for losses caused by the termination of the contract.

This contract will be considered fulfilled subject to the settlement of all settlements between the sides.

**Applications:**

1. Application Form for the Contract (Appendix No. 1);

**9. Legal addresses and bank details of the parties**