



A) GENERAL CONDITIONS OF THE RUSSIAN INTERNATIONAL FREIGHT FORWARDERS

The present General conditions of the Russian International Freight Forwarders, hereinafter referred to as "General conditions", establish the relationship between Forwarders and Customers in organizing of transportation and rendering forwarding services to various cargoes (hereinafter referred to as cargoes) in the course of economic and other relations of the Russian Federation with foreign countries.

Article 1. Forwarder

With reference to the present General conditions, the Forwarder means a Russian juridical person authorized in accordance with the Law of the Russian Federation to render transport-and-forwarding services.

Article 2. Customer

With reference to the present General conditions, the Customer means any Russian and/or foreign legal or physical person that has concluded with the Forwarder a contract for freight forwarding or has issued the Forwarder with an order for the provision of transport-and-forwarding servicing of the cargoes, transferring in international communication.

Article 3. Contract of transport forwarding

- 3.1. Under a contract for freight forwarding:
 - the Forwarder undertakes on behalf and at the expense of the Customer or on its own behalf but at the expense of the Customer to procure carriage of cargoes by any means of transportation in direct or combined (multimodal) modes of transport;
 - to provide transportation-and-forwarding services to the cargoes in the process of their conveyance from consignor to consignee, in conformity with the customer's instructions;
 - while the Customer undertakes to reimburse to the Forwarder all expenses incurred in the execution of the contract and pay to the Forwarder an agreed commission.
- 3.2. The contract for freight forwarding shall contain a specific enumeration of transport-and-forwarding services offered by the Forwarder to the Customer, as well as other terms and conditions the Forwarder and the customer shall deem it expedient to include into it.
- 3.3. The contract shall be concluded in written form.

Article 4. Forwarding instruction

- 4.1. A forwarding instruction means a document issued by the Customer to the Forwarder for the promotion of carriage and rendering transport-and-forwarding services to the customer's cargoes. A forwarding instruction may be issued either within the framework of a contract of freight forwarding or on a onetime basis.
A general form of the forwarding instruction shall be worked out by the Russian Association of International Forwarders.
- 4.2. If the forwarding instruction is issued by the Customer within the framework of the contract signed between the Customer and the Forwarder and if agreed rates of tariff are available, the Forwarder begins the execution of this order immediately upon its receipt.
- 4.3. If the forwarding instruction is placed by the Customer as a separate instruction, then the forwarder's confirmation of this instruction shall be required. The forwarding instruction confirmed by the Forwarder shall be regarded as a concluded contract for freight forwarding.
- 4.4. The forwarding instruction shall be issued in written form and be transmitted by telex, by cable or in a form of EDI shall be deemed as issued in written form.
- 4.5. In case of urgent execution of the forwarding instruction the Forwarder may accept this instruction in verbal form over the telephone on condition of obligatory issuance of the written instruction later on. Until the Forwarder has received written confirmation the Customer shall assume all risks involved in inaccurate or incomplete transmission of the instruction and bear all expenses connected to it.
- 4.6. If on receipt of a written confirmation of the instruction transmitted by telephone a discrepancy is found out between the verbal and the written order, the Forwarder shall immediately inform the Customer about this discrepancy and request it to give more precise definitions to the instructions.
- 4.7. Any changes or amendments to forwarding instructions shall only be made in written form.
- 4.8. The forwarding instruction issued to the Forwarder must contain all the information required for its proper execution. The Forwarder is not be responsible for the possible consequences entailed by the provision of inaccurate or incomplete information.

Article 5. Cargoes

- 5.1. With reference to the present General conditions the "cargoes" mean any property and goods, including live animals as well as any container, pallets and similar articles of transport or packing not supplied by the Freight Forwarder, irrespective of that by what modes, means and types of transport the cargoes are carried.
- 5.2. Dangerous and hazardous cargoes that can cause damage to other cargoes or perishable cargoes shall not be accepted by the Forwarder in the absence of a written order. If such cargoes are transferred to the Forwarder without special indications, the Customer shall assume responsibility for all losses that may be caused by these cargoes.
- 5.3. The Forwarder shall not verify the weight and the number of packages of the cargoes received by the carrier from the Customer or by the Customer from the carrier, unless stipulated otherwise in a special agreement. The number of packages shall be ascertained only if the cargo is taken in charge to the forwarder's storage or is shipped from the forwarder's storage.
- 5.4. If the cargo is placed in the forwarder's warehouse, the Forwarder shall issue a warehouse receipt to the Customer.
- 5.5. On the cargoes taken in charge, the Forwarder can issue the FIATA warehouse receipt (FWR) or forwarding certificate of receipt (FCR) or forwarding agents certificate of transport (FCT) according to the customer's order.

Article 6. Forwarder's rights and obligations

The Forwarder shall have the right to

- 6.1. Invite third parties for the execution of the instruction.
 - 6.2. Effect carriage of cargoes with its own means of transport. In this case the Forwarder shall conclude with the Customer a contract of carriage.
 - 6.3. Offer the Customer a combined (multimodal) method of transportation and act as an operator of multimodal transportation. In this case the Forwarder shall issue a document of combined (multimodal) transportation and the relations between the Forwarder and the Customer shall be regulated by the provisions of the document of combined (multimodal) transportation.
 - 6.4. Carrying out multimodal transportation the Forwarder can issue the FIATA multimodal transport Bill of Lading.
 - 6.5. Demand from the Customer the reimbursement of all expenses that has incurred in pursuance of the instruction and the payment of an agreed commission.
- The Forwarder shall be obligated.
- 6.6. Execute the customer's instruction with proper care and diligence in the interests of the Customer.
 - 6.7. Strictly follow the customer's instructions. If the customer's instructions interfere with the economical and safe shipment of cargoes, the forwarder must immediately bring this to the customer's attention. If the Customer insists on its instructions, the Forwarder shall carry out the order, with all risks being placed on the Customer.
 - 6.8. Should the Forwarder be in no position to completely or partially carry out the order for reasons beyond its control, the execution of the order shall be postponed for a period commensurate with the time these reasons are in action. The Forwarder must immediately inform the Customer about the impossibility of fulfilment of the order.

Article 7. Customer's rights and obligations

The Customer shall have the right to

- 7.1. Demand from the Forwarder the execution of the instruction accepted by it in a proper manner and with due diligence and within established time limits.
 - 7.2. Withdraw an earlier issued order, with an obligatory reimbursement to the Forwarder of the actual expenses that has incurred in pursuance of the order.
- The Customer shall be obligated to
- 7.3. Make available to the Forwarder all the information required for the transport about the cargoes and the methods of transportation, together with all documents required for the execution of the order.
 - 7.4. Specify, upon the issuance to the Forwarder of the order, the special properties and characteristics of cargoes which may cause damage to other cargoes, people or the environment, as well as perishable cargoes.
 - 7.5. Reimburse to the Forwarder all the expenses it has sustained in executing the instruction and pay to the Forwarder the commission as stipulated by the contract.

Article 8. Reimbursement of forwarder's expenses and payment of commission

- 8.1. The Customer shall reimburse to the Forwarder the expenses sustained by the latter of the basis of tariffs existing at the moment of the execution of the order or in accordance with the rates provided for by the contract, and shall also pay to the Forwarder an agreed commission.
- 8.2. The Forwarder shall be entitled to reimbursement of the expenses it has sustained and to the payment of the commission agreed upon before the completion of the execution of the order in the following cases:
 - a) if the instruction issued by the Customer earlier and accepted by the Forwarder has been changed or amended by the Customer in a way that makes impossible its execution.
 - b) if the instruction is cancelled by the Customer - at the amount of the cost of the services actually rendered.
- 8.3. The Customer shall settle accounts with the Forwarder within two working days after presentation of the invoice by the Forwarder.



Article 9. Forwarder's liability

- 9.1. The Forwarder shall bear responsibility for the actual damage caused to the Customer through improper execution of the instruction, if this has occurred through its fault.
- 9.2. The Forwarder shall not bear responsibility for non-observance of the dates of shipment of cargoes, unless this is specifically provided by the forwarding instruction.
- 9.3. The limits of Forwarder's liability cannot be higher than those stipulated in international conventions and documents (MT, Hamburg, Hague/Visby, Warsaw conventions and rules, FBL etc.) unless otherwise agreed between Forwarder and Customer.

Article 10. Customer's responsibility

The Customer shall bear responsibility for

- 10.1. Transfer to the Forwarder of inaccurate, incomplete, or untimely information about the properties and characteristics of cargoes and rules of their carriage.
- 10.2. Possible consequences stemming from inaccurate or incomplete information made available to the Forwarder in the forwarding instruction.
- 10.3. Demurrage of means of transportation under loading or unloading or in expectation of loading/unloading, caused by the customer's improper actions or by its inaction, as well as by the untimely acceptance of cargoes or its untimely taking out from the forwarder's warehouses, for the amount of penalties imposed by the carrier.

Article 11. Claims

Disputes and disagreements between the Forwarder and the Customer, arising from the execution of the contract or order shall be regulated by the legislation of Russian Federation in force and by provisions of the contract for freight forwarding.

Article 12.

The present General conditions are recommended for use to Russian international freight forwarders.

B) ADDENDUM TO GENERAL CONDITIONS OF THE RUSSIAN INTERNATIONAL FREIGHT FORWARDERS

- 9.4 Notwithstanding anything to the contrary in these General Conditions or elsewhere, excepting only mandatory provisions of international conventions,
 - (a) if the freight forwarder is liable for loss of or damage to cargo, its liability shall never exceed an amount of SDR 2.00 per kilogram of gross weight of the cargo lost or damaged; and
 - (b) if the freight forwarder is liable for any other losses, including but not limited to damage caused by delay in delivery, its liability shall never exceed an amount equal to the remuneration paid for the services in respect of which such losses have arisen.
- 9.5 The freight forwarder shall in no event be liable for incidental, indirect, exemplary, special or consequential damages, under any circumstance, including, but not limited to, lost profits, revenue or savings.
- 9.6 The freight forwarder shall be released from all liability after a period of nine months after the delivery of cargoes or after the date, when these cargoes must be deemed delivered, or from the date, when the customer had the right to deem these cargoes lost or not delivered. In respect of other damages, other than loss or damage of cargoes, the period of nine months shall be calculated from the date when it is established that the freight forwarder failed to fulfill its obligations, and when such failure has given the right to present a claim to the freight forwarder.

Article 13. Jurisdiction

Any controversy or claim arising out of, or relating to the agreement between the Freight forwarder and the Customer or the breach thereof, shall be settled by the courts of Antwerp, Belgium or the competent courts of the Russian Federation, in the discretion of the Freight forwarder.