

## FREIGHT FORWARDING SERVICES AGREEMENT

No. 12 FFS-      -     

**s. Bely Rast,**  
**Moscow Region, Dmitrov**

«\_\_» \_\_\_\_\_ 202\_\_

" \_\_\_\_\_", hereinafter referred to as the "Customer", represented by \_\_\_\_\_, acting on the basis of the Charter, on the one hand, and

LLC "TLC Bely Rast", hereinafter referred to as the "Contractor", represented by Director General \_\_\_\_\_, acting on the basis of the Charter, on the other hand, enter into this agreement (hereinafter referred to as the Agreement) as follows:

### 1. THE SUBJECT OF THE AGREEMENT

1.1 This Agreement is an official document of the Contractor and is published on the official website: [www.brterminal.ru](http://www.brterminal.ru).

1.2. The Contractor undertakes, based on the Customer's Application and at the expense of the Customer, to perform or organize the provision/execution of freight forwarding services. The list of the provided services within the frame of the FFS with their description, terms of performance and cost is specified in the Tariff Agreement.

1.3. The services provided under the Agreement may include other similar related services related to the handling of Cargo and Containers. In this case, the Parties shall prepare and sign Additional Agreements to the present Agreement. Each additional service, even if it is agreed upon by drawing up an Additional agreement, is provided only if there is an additionally submitted Application.

1.4. When fulfilling the obligations under the agreement, the parties agreed that the container/cargo in respect of which the services are provided, is the property or is in the operational management of the Customer on the basis of lease/leasing rights, etc.

1.5. The Tariff agreement is provided to the Customer in the Customer's personal account or is sent individually at the request of the Customer.

### 2. PROCEDURE FOR SUBMITTING AN APPLICATION FOR PROVIDING TLC SERVICES

2.1. Applications for handing Containers and Cargo can be submitted by the Customer either on paper or in electronic form through the TLC Information System in the Customer's Personal Account. Application forms are developed by the Contractor

and included in the General Conditions for the Provision of Freight Forwarding Services.

2.2. Applications submitted by the Customer are agreed by the Contractor prior to the start of their execution.

### **3. RIGHTS AND OBLIGATIONS OF THE PARTIES**

#### **3.1. The Contractor undertakes to:**

3.1.1. Ensure the provision of services in accordance with the Applications. If the information contained in the Application is insufficient for the provision of services under the agreement, the Contractor shall request the necessary additional data from the Customer.

3.1.2. Arrange the registration and (or) receipt of transportation documents required to perform the work and/or services ordered by the Customer.

3.1.3. Inform the Customer about the arrival of containers/cargo at the destination station.

3.1.4. Agree with the Customer the dates and procedure for release containers/cargo from the terminal.

3.1.5. Provide inspection of containers, cargo, sealing and locking devices (hereinafter referred to as SLD) and their impressions at the time of their receipt from railway or road transport.

3.1.6. Timely notify the Customer and the persons responsible for transportation about cases of damage to containers, cargo and/or their packaging, SLD and/or inconsistency of their impressions with shipping documents, draw up reports of damage to Containers, send damage reports to the Customer within 1 (one) working day from the moment of unloading Containers at the Cargo storage center to the warehouse.

3.1.7. Immediately inform the Customer about all discovered deficiencies in the documents and information provided by the Customer and demand their elimination.

3.1.8. If, at the time of submitting the Application, the Contractor is unable to perform the services specified in the Application, the Contractor shall notify the Customer about this via the communication channels established by the Agreement, or in the Personal Account within 24 hours after receiving such an Application.

#### **3.2. The Contractor has the right to:**

3.2.1. In pursuance of the Customer's Application, conclude contracts on its own behalf with third parties, including a contract (contracts) for transportation of a container with the Customer's cargo by various modes of transport without prior notice and (or) coordination with the Customer. The Contractor is responsible to the Customer for the actions of third parties, as for his own.

3.2.2. Refuse to execute the Customer's Application and/or not take up duties if the Application contains inaccurate, incorrect or incomplete data, it does not contain information about the properties of the cargo, the conditions of its transportation and

other information necessary for the Contractor to fulfill the obligations under the Contract.

3.2.3. To demand an additional payment previously agreed with the Customer to reimburse additional costs associated with the organization of transportation, or costs incurred through the fault of the Customer or the Customer's counterparties.

3.2.4. Refuse to execute the Customer's Application in case of non-receipt of the advance payment from the Customer to the Contractor's account. Suspend the provision of services under this Contract, as well as the acceptance of new Applications in cases of accounts receivables, until their full repayment, including payment for additional, documented services agreed by the Parties, as well as in case of non-payment for the services specified in the reports of previous periods.

3.2.5. Set off any payments made by the Customer towards repayment of any existing debt of the Customer for work and services previously provided by the Contractor and penalties under this Agreement not paid by the Customer.

3.2.6. If there is a need to act without an order, but in the Customer's interests in order to prevent the occurrence of factors affecting the safety of the cargo, delivery time, etc., and to perform actions both established and not established by the Agreement independently with subsequent written notification to the Customer within 2 days.

3.2.7. Not to verify the authenticity of signatures on documents provided by the Customer, and establish the limits of the competence of the person who signed these documents.

3.2.8. In cases where a change in the Contractor's tariffs is associated with a change in the tariffs by JSC "Russian Railways", as well as by state bodies, such a change in tariffs and rates is considered to have been made by the Contractor from the moment of their official introduction.

3.2.9. Refuse to release vehicles with overloaded containers from the TLC territory if the axle load exceeds the established limits for public roads. The Customer bears all costs associated with the downtime, overloading or repacking of the vehicle, which arises as a result of detection of the overloading.

### **3.3. The Customer undertakes:**

3.3.1. to submit to the Contractor an Application containing all the necessary data for the provision of freight forwarding services, through an authorized representative, or with the use of electronic communication channels and/or via the Internet using the Customer's personal account.

3.3.2. at the Customer's own expense, to draw up, receive and submit to the Contractor's disposal no later than by the moment of the actual loading of the container with the Customer's cargo on a wagon or vehicle, permits and accompanying documents for the cargo, such as, but not limited to: customs and other licenses and certificates (other documents), documents confirming safety and cleanliness (veterinary, quarantine, sanitary, fire-prevention, chemical, biological, bacteriological, etc.) of the Customer's cargo, as well as other documents confirming the possibility of safe transportation of the

Customer's cargo by various modes of transport, if such a requirement to submit other documents is established by a carrier or regulation.

3.3.3. when transporting the Cargo by vehicle on its own, to ensure that the Cargo and shipping documents comply with the Charter of motor transport and city ground-based electric transport, with the Rules for the carriage of goods by road, on its own or by third parties engaged by the Customer for the carriage of the Cargo.

3.3.4. to provide the Contractor's vehicle and the Contractor's representative, as well as the driver of the vehicle with the necessary documents in advance for unhindered access to the place of loading/unloading and for receiving/delivering cargo/container.

3.3.5. If necessary, including cases of export-import or transit cargo transportation, provide the Contractor with a Power of Attorney giving the right to conduct business on behalf of the Customer, with the right to receive and register the cargo, for further sending the cargo to the Customer's address. The Contractor, acting on the basis of a Power of Attorney, has the right, in the interests of the Customer, to indicate in the shipping and cargo documents:

- LLC "TLC" Bely Rast" for the Customer;
- LLC "TLC" Bely Rast" in the interests of the Customer;
- The customer via LLC "TLC "Bely Rast".

3.3.6. to pay the cost of freight forwarding services and/or additional work and services in the manner and terms established by section 5 of this Agreement.

3.3.7. The Customer or the Customer's authorized representative, upon receipt of an empty container at the TLC terminal, shall inspect whether it is suitable for transportation of the declared cargo. The refusal of the container is made out by an act in any form with an indication of the reasons for the refusal. If the refusal has not been issued, it is considered that the Customer has accepted a container suitable for the Customer's transportation conditions.

3.3.8. Upon receipt of a loaded container at the TLC terminal, inspect the appearance of the container, as well as the serviceability of the SLD and the compliance of their impressions with the shipping documents. If a discrepancy is found, require an act of replacement/detection of discrepancy/associated acts from JSC "Russian Railways".

3.3.9. After loading the cargo into a container, independently seal the container with the cargo, check the correctness of the data on the container, SLD and cargo specified in the shipping documents, and hand over the container with the cargo to the Contractor for transportation with a fault-free seal hung by the Customer on the container locking device, without transferring the cargo to the Contractor for transportation by quantity and quality.

3.3.10. Independently or by forces and means of third parties, at its own expense and under its own responsibility, load the cargo into the container and unload it from the container in accordance with the requirements of this Agreement. The Customer is responsible for the action or inaction of the third parties or contractors involved by the Customer, as for its own.

3.3.11. The Customer (whenever practicable) ensures the presence of the Customer's authorized representative at the loading of cargo into a container to ensure control and compliance with the rules and regulations for loading and placing cargo in a container in accordance with this Agreement and the Rules for transportation of goods by various modes of transport.

3.3.12. To receive the container from the TLC terminal, the Customer shall provide the Contractor with a power of attorney issued by the Customer in the name of an authorized representative.

3.3.13. After unloading the cargo from the container, clean the container of garbage and return the empty container according to the instructions of the owner. The garbage means any remnants of packing and wrapping materials, remnants of the cargo transported by the Customer.

3.3.14. In case of disputes, after receiving a notification from the Contractor, the Customer shall immediately send the Customer's authorized representative to the Territory of the TLC, or otherwise resolve the issue of the possibility of further operations with respect to the Cargo/Container by any available means or method of communication. In the absence of such actions, the Contractor has the right to terminate the provision of services under this Agreement until the moment of settling the disputed situation by the Parties, while the Contractor is not considered to have violated the Contractor's obligations under this Contract.

3.3.15. Pay for the services rendered by the Contractor, as well as reimburse the expenses incurred by the Contractor associated with non-fulfillment or partial non-fulfillment by the Customer of the terms of the Agreement, including fines from the cargo or container terminal, railway station, carrier, authorized federal, state and municipal authorities for loading onto a vehicle, unloading from a vehicle and transportation of overloaded containers with the Customer's cargo.

3.3.16. To reimburse, on the basis of the Contractor's request, the Contractor's documented expenses in the form of sanctions paid in connection with the non-fulfillment or failure to ensure fulfillment by the Customer of the requirements of the state control and supervision bodies provided for by the current legislation, as well as all other third parties, including the Contractor's expenses caused by the Customer's non-compliance with the requirements for checking the compliance of Cargo and shipping documents with the requirements of the legislation.

3.3.17. To pay the Contractor's expenses related to the downtime of railway cars and vehicles for reasons beyond the control of the Contractor.

3.3.18. In the case of an initial visit to the TLC, at least one day before applying for an auto visit, provide information about the driver (a copy of the driver's passport) and the vehicle (a copy of the vehicle certificate of title and a certificate confirming the registration of the vehicle) for accreditation in the TLC.

3.3.19. Register auto-visit applications in the Personal Account at least one day before the date of the intended visit to the TLC.

### **3.4. The Customer has the right:**

3.4.1. To choose a route of the cargo and mode of transport.

3.4.2. To give instructions on the provision of services to the Contractor by making changes to the agreed Application, while such instructions (changes) shall not affect the execution time of the Application by the Contractor, or the Parties agree on a different deadline for the execution of the Application, as well as the cost of such Contractor's services.

3.4.3. To make advance payments in good time to avoid delays in processing applications due to their non-payment.

3.4.4. To give instructions to the Contractor in accordance with this Agreement and instructions for the provision of additional freight forwarding or related services.

3.4.5. The Customer has the right to refuse the Application submitted and accepted by the Contractor for execution, but no later than 12 (twelve) hours before the start of the provision of services, in which case the Customer pays the Contractor's documented expenses incurred prior to the cancellation of the Application.

3.4.6. The Customer has the right to refuse the application for the carriage of the container by the vehicle, but no later than 1 pm of the day preceding the date of the transportation.

## **4. COST OF SERVICES**

4.1. The cost of the FFS under the terms of this Agreement is calculated based on the number of services specified (listed) by the Customer in the Application according to the current Tariffs of the Contractor.

4.2. The cost of additional services arising from the execution of the Customer's Application, but not indicated in the Contractor's Tariffs, is paid by the Customer additionally based on the terms of this Contract.

## **5. PROCEDURE FOR PAYMENT AND ACCEPTANCE OF SERVICES**

5.1. Payment for the services under the Agreement is made by means of an advance payment.

5.2. The amounts of advance payments are determined by the Customer, based on the estimated volume of the ordered services. The Customer shall generate an invoice for payment in the Personal Account and pay it before the start of the provision of services.

5.3. If the total cost of the services actually rendered by the Contractor, the expenses incurred, the accrued fines exceeds the amount of the advanced payment available to the Contractor, the Customer shall pay the debt incurred, including the cost of the services rendered in the reporting period in full based on the data from the report provided by the Contractor. The Customer pays the debt (replenishes the current balance in the personal account) within 3 (three) working days from the date of receipt of the report and the Report of the services rendered.

5.4. Payment for the Contractor's services is made by transferring the corresponding amount to the Contractor's settlement account specified in this Agreement. In the payment order, the number and date of the invoice must be indicated in the "Purpose of payment" field. If it is impossible for the Customer to fulfill this requirement, there shall be indicated other information that allows to correctly and accurately identify the purpose of the payment, namely: the number of the Agreement, Report, Application to the Contractor, the number of the railway waybill or bill of lading, the number of the container, other information at the discretion of the Customer.

5.5. The date of payment of the invoice by the Customer is the day when funds are credited to the Contractor's current account.

5.6. In case of payment of the Contractor's invoice by third parties for the Customer, in the payment document in the "Purpose of payment" field, in addition to the data listed in item 5.4., it is mandatory to indicate the name of the Customer and the Customer's Tax ID.

5.7. If the payment order does not contain the information specified in items 5.4, 5.6 of this Agreement, the payment for freight forwarding services and/or additional work of services by the Customer or made for the Customer by third parties is considered not made by the Customer. The obligation to clarify such a payment is imposed on the Customer with the submission of a relevant document in writing. Payment of the payer's bank commission for a non-cash transfer of funds is carried out at the expense of the Customer or the Customer's authorized representative.

5.8. Payment for the Contractor's services is made in Russian rubles.

5.9. Upon the provision of services, the Contractor compiles and sends to the Customer a report and/or a register of handled containers and notifies the Customer about it. If, within 3 (three) business days from the date of provision the services, the Customer has not submitted claims, comments and clarifications on the Contractor's report, this is an unconditional confirmation of the fact and volume of the services rendered and serves as the basis for their payment. After confirming the submitted report, the Contractor compiles and sends it to the Customer for signature an Act of rendered services and an invoice (Universal Payment Documents - UPD).

5.10. The Parties shall, without fail, reconcile the issued obligations and payments made by bilaterally signing the Act of reconciliation of mutual settlements once a month, as of the first day of the month following the reporting month, or upon termination of this Agreement or liquidation of one of the Parties.

5.11. The provisions of Art. 317.1 of the Civil Code of the Russian Federation do not apply to the relations of the Parties under this agreement.

## **6. RESPONSIBILITY OF THE PARTIES**

6.1. The Parties are responsible for non-fulfillment or for improper fulfillment of their obligations under this Agreement in accordance with the current legislation of the Russian Federation.

6.2. In case of arrears to the Contractor, including in case of violation of the terms of reimbursement of additional costs under this Agreement, the Customer pays the Contractor a penalty in the amount of 0.1% of the amount of the overdue debt for each day of delay if there is a written request of the Contractor. The penalty may not exceed the amount owed by the Customer to the Contractor.

6.3. The Customer shall, in case of the Customer's refusal of transportation after the approval and acceptance of the Application by the Contractor, pay the Contractor the freight charges for the declared transportation route and the costs of loading/unloading the container, as well as the expenses actually incurred and documented by the Contractor and the costs of executing the Customer's Application. The Customer's refusal to transport also means detention, retention, placement for safekeeping, seizure, arrest, isolation, destruction, admission as evidence, sanctions and other actions in relation to the cargo transported (forwarded) by the Contractor on behalf of the Customer, by decision of federal, state, law enforcement and municipal authorities or courts; refusal of the carrier to transport cargo due to non-delivery, incorrect execution by the Customer of the documents required under this Agreement; refusal of the consignee to receive (accept) the cargo or the absence of the consignee at the destination.

6.4. The Contractor shall be liable to the Customer in the form of compensation for real damage for loss, shortage or damage to the Container/Cargo after it has been accepted by the Contractor and before the Container/Cargo is handed to the Customer or a person authorized by the Customer, unless the Contractor proves that the loss, shortage or damage of the Container/Cargo occurred due to circumstances that the Contractor could not prevent and the elimination of which did not depend on the Contractor.

6.5. The Contractor is not liable for damage to the Cargo inside the Container due to the properties of the Cargo, packaging defects, as well as non-compliance with the conditions for stowing/securing the Cargo in a container, provided for by the Rules for the carriage of goods (including in universal containers) by various modes of transport used in carrying out a specific transportation, if the stowage/securing of the Cargo was carried out by the Customer, its Consignors, Consignees or contractors involved by them.

6.6. The Contractor is not responsible for the safety, integrity, suitability of the Container/Cargo for its intended use:

subject to the safety of seals and other protective equipment (if there were any and they were used);

if the Customer has not provided reliable information about the properties of the Cargo, the conditions of its transportation, precautions, storage conditions and other information that affects the condition of the Cargo during the THC and storage;

if during loading the cargo is placed in a technically faulty or unsuitable container for transportation, and the container has been handed over to the Contractor.

6.7. In the event of a claim procedure, the party whose rights have been violated must ensure that the documents confirming the damage inflicted are provided to other



party in the Russian language. If the documents are made in a foreign language, the documents must be provided with their translation into Russian signed and stamped by a notary. In case of providing documents in a foreign language without translation into Russian, the documents are considered to be improperly executed and not provided, in connection with which the claim is considered not submitted, and the other party has the right not to consider the claim until the correct set of documents is provided.

6.8. If, during the acceptance of the Container/Cargo, the Customer or the Customer's authorized representative did not notify the Contractor in writing about the loss, shortage or damage (deterioration) of the Container/Cargo/SLD and did not indicate the general nature of the shortage or damage, it is considered that they received the Container/the Cargo undamaged with fault-free SLD.

6.9. In case of application of penalties by JSC "Russian Railways" against the Contractor, if the latter violates the conditions of Container train capacity (hereinafter referred to as the CT) when transporting containers in cars (on platforms) as part of the accelerated container train (ACT) by Russian railways, the Contractor has the right to demand from the Customer indemnification (compensation) for such expenses of the Contractor on the basis of supporting documents of JSC "Russian Railways".

6.10. For failure to comply with the obligation to clean the container from garbage, the Customer shall pay the Contractor a fine in the amount of 1200 (one thousand two hundred) rubles.

6.11. The Contractor is not liable to the Customer for the refusal of a cargo or container terminal, railway station, carrier to accept an overloaded container with the Customer's cargo for loading onto a vehicle, unloading from a vehicle or transportation, even if the Customer pays a fine in accordance with the terms of this Contract.

6.12. In addition to paying a fine, in accordance with the terms of this Agreement, the Customer shall pay the Contractor additional documented expenses for transshipment, processing, storage, connection of containers to electricity and transportation at points of departure or destination, transit points, further transportation of overloaded containers with the Customer's cargo.

6.13. The presentation by one party of this Agreement to the other party of a claim, complaint, notice for payment of a forfeit, fine or penalty for violation of obligations under this Agreement, including the obligation to pay for works and services on time, is the right, and not the obligation of the party that makes such a claim, complaint or notice.

6.14. Payment of penalties does not release the parties from the performance of the Agreement.

6.15. The parties will seek to resolve disputes that may arise from the fulfillment of the terms of this agreement, through negotiations.

6.16. The Parties agree to comply with the claim procedure in order to settle their disputes. If a response to a claim is not received within 20 (twenty) business days from the day it was received by the other party, or if the claim is rejected, the Party that submitted the claim has the right to appeal to the court for the protection of its rights and

interests.

6.17. If the parties cannot come to a peaceful settlement of the dispute, all disputes and disagreements are subject to consideration in the Arbitration Court of the Moscow Region.

## **7. CIRCUMSTANCES OF OUTSTANDING FORCE (FORCE MAJEURE)**

7.1. The Parties are exempt from liability for partial or complete failure to fulfill obligations under this Agreement if this failure was the result of force majeure circumstances that arose after the conclusion of the Agreement as a result of extraordinary events that the Parties could neither foresee nor prevent by reasonable measures.

7.2. Force majeure events include events that a party cannot influence and for the occurrence of which it is not responsible, for example, an earthquake, fire, flood, prevailing weather conditions (heavy snowfall, hurricane, squall), strike, epidemics, quarantines, government regulations or orders of state bodies, military actions of any nature, terrorist acts that impede the implementation of the subject of this Agreement.

7.3. The party referring to force majeure circumstances shall immediately inform the other party of the occurrence of such circumstances. A certificate issued by the Chamber of Commerce and Industry is a proper confirmation of the presence and duration of force majeure circumstances.

7.4. If the circumstances that are the reason for the failure to fulfill the obligations of the Parties under this Agreement last more than six months and it is not possible to make a mandatory statement about the date of termination of the circumstances within no more than six months, then either party has the right to terminate this agreement unilaterally by notifying the other Party about it.

## **8. AGREEMENT TERM**

8.1. This agreement is concluded for a period of 1 (one) calendar year from the date of its signing by the Parties.

8.2. If, 30 (thirty) calendar days before the expiration of this Agreement, none of the Parties sends a notice of termination of the agreement, this agreement is considered extended for each subsequent calendar year.

## **9. OTHER CONDITIONS**

9.1. The Parties may establish the procedure for the exchange of documents through EDF - electronic document workflow in order to fulfill their obligations under this Agreement. The procedure for exchanging documents is regulated by Federal Law No. 63 of April 6, 2011 "On Electronic Signatures"; An agreement signed by the parties via EDF will have the same legal force as an agreement signed on paper.

The authorized operator of the Customer is \_\_\_\_\_.

9.2. Everything that is not regulated by this Agreement or additional agreements to it is governed by the norms established by Federal Law No. 87-FZ of 30.06.2003 "On Freight Forwarding Activities", the Rules of Forwarding Activities, approved by the Decree of the Government of the Russian Federation of 08.09.2006 No. 554, as well as other requirements of Russian legislation governing the carriage of goods by various modes of transport.

9.3. This agreement is signed in 2 (two) copies having the same legal force, 1 (one) copy for each of the parties.

9.4. By signing this agreement, the Customer confirms that he has read, accepts and undertakes to be guided by the General Conditions for the Provision of Freight Forwarding Services developed by the Contractor and posted for review in free access on the Internet on the official website of the Contractor, as well as the Tariff Agreement developed by the Contractor and presented to the Customer upon signing the Agreement.

Amendments and/or additions to the General Conditions for the Provision of Freight Forwarding Services and the Tariff Agreement are made by the Contractor by posting their new version on the official website of the Contractor and in the Personal Account.

At the same time, the execution of the Order and/or provision of Services, the commercial conditions of which are determined before the entry into force of the changes and/or additions, is carried out in accordance with the General conditions for the Provision of Freight Forwarding services and the Tariff Agreement in the editions valid before the entry into force of the changes.

The Contractor informs the Customer about the introduction of new versions of the General Conditions for the Provision of Freight Forwarding Services and the Tariff Agreement no later than 30 (thirty) calendar days prior to their entry into force, by sending appropriate notifications in the Personal Account. In the absence of a Personal Account, the Customer must independently track changes and/or additions.

In case of disagreement with the new version of the General Conditions for the Provision of Freight Forwarding Services or the Tariff Agreement, the Customer has the right, without placing new Orders after the announced date of entry into force of the new versions of the General Conditions for the Provision of Freight Forwarding Services or the Tariff Agreement, to terminate this agreement unilaterally by sending a written notice no later than 30 (thirty) calendar days prior to the expected date of termination.

9.5. Any documents under this Agreement may be sent by e-mail to the addresses specified in this Agreement, if they confirm the fact of their receipt and transfer, as well as by other means that record the fact of receipt of the notification by the party.

On behalf of the Contractor: tel.: +7 (495) 240-95-60; e-mail: tlc@brterminal.ru;

On behalf of the Customer: tel. + 7 - (\_\_\_\_) \_\_\_\_\_; e-mail: \_\_\_\_\_ @ \_\_\_\_\_.

9.6. Claims can be submitted no later than 6 (six) months after the occurrence of the circumstances that are the reason for the claim. Claims must be sent by mail or

courier. The date of receipt of the claim is the date of its receipt by the addressee. In the absence of the addressee at the address specified in this agreement, the claim is considered received on the day of its delivery to the specified address, regardless of its delivery to the representative of the party.

9.7. The parties shall notify each other about changes in their details and addresses no later than 7 (seven) calendar days from the date of their change. In case of violation of this item, the party that committed the specified violation shall reimburse the costs to the other party caused by the violation.

9.8. This Agreement may be terminated at any time by written agreement of the parties or unilaterally by sending a written notice to the other party 30 (thirty) calendar days prior to the date of the intended termination. In this case, the Customer shall pay for the services actually rendered and the expenses incurred by the Contractor before the date of termination of the agreement.

9.9. All documentation under this Agreement is provided by the parties in the Russian language, with a mandatory translation signed and certified by a notary (if necessary).

9.10. The parties to this Agreement recognize the legal force of the texts of notifications and messages sent by the Contractor to the Customer at the contact e-mail addresses specified in the Agreement (referred to as "communication channels"), as well as published on the Contractor's website. Such notifications and messages are equivalent to messages and notifications executed in simple written form, sent to the postal addresses of the Customer. The Parties, in case of any disagreement on the facts of sending, receiving messages, the time of their sending and their content, have agreed to consider the evidence of the archive service of the Contractor reliable and final to resolve differences between the Parties.

9.11. "Communication channels" in terms of this Agreement means e-mail with the recipient's contact addresses specified in this Agreement, including authorized persons. If the contact addresses are changed at the initiative of the Customer, the contact addresses will be considered to be the email addresses communicated to the Contractor using the Personal Account or in another way established by the Contractor.

9.12. The General Conditions for the Provision of Freight Forwarding Services, containing information and requirements for the execution of documents provided to the Contractor, forms and templates, as well as the Tariff Agreement, are binding on the Parties. At the time of the conclusion of this Agreement, the Customer is familiar with the General Conditions for the Provision of Freight Forwarding Services and the Tariff Agreement in force on the current date, accepts them and undertakes to comply with them.

9.13. The Contractor has the right to unilaterally change General Conditions for the Provision of Freight Forwarding Services under this Agreement. If the Contractor makes such changes, the Contractor notifies the Customer about this by publishing these changes on the Contractor's website no later than thirty (30) days before the relevant changes take effect.

The amendments made to the General Conditions for the Provision of Freight Forwarding Services become binding on the Parties on the specified date of their entry.

9.14. Changes to the terms of the Tariff Agreement are published in the Customer's Personal Account at least 30 (thirty) days prior to their entry into force.

The Customer undertakes to visit the Contractor's website at least 1 (one) time a week for timely familiarization with the Contractor's notifications, as well as with other information messages of the Contractor. If the Customer fails to fulfill this obligation, the Contractor is not responsible for the negative consequences caused by the Customer's late receipt of the relevant notifications.

9.15. If the Customer does not agree with the changes made to the Tariff Agreement, the Customer shall notify the Contractor about this before the changes come into force by an official letter sent to the Contractor by mail with a receipt notification or sent with a courier, in which case the Agreement terminates from the moment the changes take effect.

The above-mentioned letter of the Customer sent to the Contractor is equated by the Parties to the unilateral refusal of the Customer from this Agreement.

9.16. The Parties acknowledge the absence of a written notification of the Customer about disagreement with the changes made in accordance with item 9.14 of the Agreement as the consent of the Customer with the changes specified in item 9.14. of the Agreement, and consider the terms of the Agreement and its annexes, taking into account these changes, to be agreed in full.

9.17. If the Contractor receives an official letter from the Customer specified in item 9.15. of the Agreement, after the entry into force of the changes listed in item 9.14. of the Agreement, the Agreement terminates from the date of receipt of the above letter by the Contractor. Services consumed by the Customer from the day the changes take effect until the date of receipt of the letter specified in item 9.15. of the Agreement, inclusive, are provided to the Customer with the amendments made.

The above-mentioned letter of the Customer sent to the Contractor is equated by the Parties to the unilateral refusal of the Customer from this Agreement.

9.18. Additional services for re-sending, at the request of the Customer, the originals of Acts (UPD), reconciliation statements, shipping documents and other documentation sent by mail to the Customer's address is carried out by the Contractor upon a separate request and at the expense of the Customer by a valuable letter with a list of attachments with a simple return receipt, express mail or by other means of postal communication at the choice of the Customer.

## **10. DETAILS AND SIGNATURES OF THE PARTIES:**

**The Customer:****The Contractor:**

<p>_____ «_____»</p> <p>Address: _____</p> <p>_____</p> <p>Tel.: + __ (____) _____;</p> <p>e-mail: _____@_____.</p> <p>Tax ID _____ / KPP [tax registration reason code] _____;</p> <p>OGRN [Primary state registration number] _____; OKPO [code according to All-Russia Classifier of Enterprises and Organizations] _____;</p> <p>Current account: _____ in _____</p> <p>_____.</p> <p>Correspondent account: _____</p> <p>BIK [Russian Central Bank Identifier Code]: _____</p> <p>_____ / _____ /</p> <p>Stamp here</p>	<p><b>LLC "TLC" Bely Rast "</b></p> <p>Address: 141870, the Moscow Region, Dmitrov, s. Bely Rast, vl. 112, p. 1, lit. B</p> <p>Tax ID 7703543814 / KPP 500701001</p> <p>OGRN 1057746339562, OKPO 76566833</p> <p>current account 40702810800000187087 in PJSC "Promsvyazbank"</p> <p>Correspondent account 30101810400000000555</p> <p>BIK 044525555,</p> <p>tel./fax: +7 (495) 240-95-60</p> <p>E-mail: <a href="mailto:tlc@brterminal.ru">tlc@brterminal.ru</a></p> <p><b>Director General</b></p> <p>_____/</p> <p>_____/</p> <p>Stamp here</p>
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