

MSC RUSSIA TERMS AND CONDITIONS

Table of Contents

1. TERMS AND DEFINITIONS	3
2. RIGHTS AND RESPONSIBILITIES OF THE MERCHANT	5
3. RIGHTS AND OBLIGATIONS OF MSC RUS, LLC	12
4. TERMS OF PAYMENT FOR PROVIDED SERVICES	15
5. COORDINATION OF PROCEDURE WITH THE MTO	17
6. COMPLIANCE OF THE MERCHANT'S ACTIVITY WITH THE LEGISLATION IN FORCE AND APPLICABLE MEASURES	21
7. PERSONAL DATA AND ITS USE.	22

UNLESS EXPRESSLY INDICATED OTHERWISE MEDITERRANEAN SHIPPING COMPANY RUS LLC (HEREINAFTER REFERRED TO AS “MSC RUS, LLC”), ACTS FOR THE CONCLUSION OF SEA TRANSPORT CONTRACTS ALWAYS ON BEHALF AND IN THE NAME OF MSC MEDITERRANEAN SHIPPING COMPANY S.A. (HEREINAFTER REFERRED TO AS “LINE”/”PRINCIPAL”).

THE CONTRACT OF CARRIAGE AS WELL AS ANY CONTRACT OF SERVICE CONCLUDED BETWEEN MSC S.A. AND CARGO INTERESTS (HEREINAFTER REFERRED TO AS THE “MERCHANT”) FOR THE TRANSPORTATION OF THEIR GOODS OVERSEAS ARE ALWAYS SUBJECT TO THE MSC S.A. BILL’S TERMS AND CONDITIONS (EITHER, WHEN A BILL OF LADING IS ISSUED SUBJECT TO THE “BILL OF LADING STANDARD TERMS AND CONDITIONS”, OR, IN ALL OTHER CASES SUBJECT TO THE “SEAWAYBILL TERMS AND CONDITIONS”), THE BOOKING TERMS AND TERMS OF PROVISION OF SERVICES BY THE LOCAL AGENCY AT THE PORTS OF LOADING, TRANSSHIPMENT AND DISCHARGE.

THIS DOCUMENT (HEREINAFTER – REGULATIONS) IS MANDATORY FOR ALL PERSONS (HEREINAFTER - CUSTOMERS) ENTERING INTO LEGAL RELATIONS WITH THE CONTRACTOR, IN CASE OF PROVISION OF SERVICES BY THE CONTRACTOR ON CHARGING FEES OF THE LINE/ THE PRINCIPAL (FINANCIAL AND PAYMENT SERVICES) AND SERVICES PROVIDED BY THE CONTRACTOR AS NOMINATED BY THE CUSTOMERS AS A FREIGHT FORWARDER UNDER THE FREIGHT FORWARDING AGREEMENT.

1. TERMS AND DEFINITIONS

The terms used in the present Conditions are accepted by the Parties in the following interpretation:

- **“Container” (Container Equipment)** – any standard or special 20/40 or 45-foot Container conforming to ISO standard, including flat-racks, open-toppers and/or platforms, which can be handled by the use of a standard Container spreader.
- **“Cargo”** – goods of any kind, regardless of their nature, carried or to be carried in Container equipment, unless expressly stated otherwise, by road and/or rail, without any exceptions, unless otherwise agreed by the parties in writing.
- **“Line” (the Principal, the Carrier)** – MSC Mediterranean Shipping Company S.A. of Geneva, Switzerland company and affiliated companies having a property or tenancy right on sea vessels and engaged in the carriage of cargo in Containers under a bill of lading and/or any similar document, using its own and/or chartered vessels and acting under a common name and/or trademark and acting as the Principal in the relations with the CONTRACTOR.
- **“Booking” (Booking Order)** – a space reservation on a vessel for carriage of goods at previously agreed terms and conditions with special reservation number (Booking Number) used to secure equipment and act as a control number prior to completion of a bill of lading of the Line. The form for placing Booking by the CUSTOMER shall be defined in Annex No. 1 to these Regulations. Placement of the Booking shall be confirmed by sending a Booking confirmation subject to the Principal's form to the CUSTOMER.
- **“Bill of Lading” & “Sea Waybill”** – Bill of Lading - is a document, which confirms acceptance of the Cargo by the Line for transportation and conclusion of the contract of international carriage of goods by sea or multimodal carriage under the Standard Terms and Conditions of the Line as uploaded and freely accessible on the Line’s Internet Website at the address: <https://www.msc.com/rus/contract-of-carriage>, which also serves as a security (documents of title). Sea Waybill, as well as the Bill of Lading, shall be issued by the Line in confirmation of acceptance of the Cargo for transportation and conclusion of the contract of international sea transportation; however, it does not possess the function of a security.
- **“Agent”** – Mediterranean Shipping Company Rus, LLC acting as maritime agent and, inter alia, liner agent, with mission to ensure the representation of interests of the Line/Principal in all ports of call of the Carrier in the zone of MSC RUS, LLC’s responsibility.

- **“CUSTOMER” (Merchant)** - includes any Person who at any time has placed a transport order (Booking), been or becomes the party with whom any contract of carriage is concluded, the Shipper, Holder of the Bill of Lading, Consignee, Receiver of the Cargo, any Person who owns or is entitled to the possession of the Cargo or of the Bill of Lading and any Person acting on behalf of any such Person; and the person, who nominated the CONTRACTOR as his/her freight forwarder.
- **“MTO” (“Marine Terminal Operator”)** – company and/or group of companies owning or operating Terminal yard and/or warehouse site of the port where the Container equipment is discharged by Carrier, is unloaded and/or stored, and/or where the exported Container equipment is loaded on board the vessel, based on an agreed timetable with the Carrier\Agent.
- **“Rules of the Marine Terminal Operator”** – Terminal instructions, circulars and any written and/or oral directions from officers of the Terminal or mandatory orders of the Marine port administration.
- **“Oversize /Out of Gauge (OOG) CE”** – Containers, which are not standard ISO Containers or standard ISO Containers laden with Cargoes in excessive height, excessive length and/or excessive width and/or which cannot be handled by a standard Container spreader but with the use of special ground facilities (platforms, etc.), and/or Containers, which cannot be stowed placed in a pile of Containers, and/or Containers showing such a displaced center of gravity that the cargo operations and/or piling up of that Container becomes impossible under the standard cargo handling procedure in force at the Terminal.
- **“Tested heavy-weight container”** - a Container equipment with the non-standard loading (the maximum standard weight of the Cargo shall not exceed 28 tons in 20-foot container and 30 tons in 40-foot container, unless otherwise provided for by separate agreements) and with a mass confirmed in accordance with the requirements of SOLAS (VGM).
- **“Government Bodies”** – executive organizations of the Russian Federation, which ensure and/or control observation of the applicable legislation of the Russian Federation in respect of carriage of a Container and/or Cargo under international contracts.
- **“Court”** – any competent court specified in the Bill of Lading, Service Contract with the CONTRACTOR and/or applicable legislation.
- **“Representative” (of the MERCHANT)** – for the purpose of the present Conditions, the representative of the MERCHANT will be defined as any employee of the legal entities appointed by the MERCHANT such as, but not limited to, customs representative, rail road carrier, discharge/delivery warehouse, and more specifically the driver/trucking company appointed to perform the road-carriage/forwarding for the export of Cargo from the territory /import to the territory of the MTO.
- **“Insurer”**- insurance organization (including reinsurer) maintaining a liability insurance for the MERCHANT to the benefit of MSC RUS, LLC on the Container exported and corresponding to the criteria set in the present Conditions.
- **“Website”** – complex of software for computer system and other data contained in information system accessed by the Internet network on the following addresses www.msc.com and www.msccrussia.ru
- **“Authorization”**- account data input of website user – login/password received and fixed in the Personal account system - in special fields of the Website. These login/ password pairs are unique and confidential and transfer thereof to third parties is prohibited. The CUSTOMER shall be responsible and shall bear all risks for transfer of login/ password data to any third parties.
- **“Personal account”** – complex of protected website pages which are accessed by authorization.
- **“User agreement”** – agreement between the parties containing all essential conditions of use of the personal account and regulating the use of services provided by MSC RUS, LLC including, but not limited to, means of contract conclusion, means of document exchange, means of tracking the CE, means of control of mutual settlements and etc. An integral part of the User agreement are the Directions for the use of the website including, but not limited to: General rules and conditions, Confidentiality policy, Cookies Policy.

2. RIGHTS AND RESPONSIBILITIES OF THE MERCHANT

2.1 RESPONSIBILITIES OF THE MERCHANT FOR RECEIPT OF CONTAINER EQUIPMENT

By contracting with MSC RUS, LLC, the MERCHANT is irrevocably obliged to:

2.1.1 At the time of placing a Booking-order for a sea carriage, identify and specify the Cargo subject to carriage, its quantity, size, marking, package numbers, as well as any other necessary data for its safe transport.

2.1.1.1. The Customer shall be responsible for declaring the weight of the cargo and for compliance with VGM requirements. All Certificates of the Container Verified Gross Mass (VGM) must be sent electronically or transferred to the CONTRACTOR/the Line prior to loading, otherwise the Container equipment will not be included in the loading schedule. All costs associated with a delay in the VGM submission, non-submission of the VGM and/or any non-compliance with the VGM rules shall be charged to the Consignor/the CUSTOMER.

The CONTRACTOR/the Line shall not provide consent to the use of the Container equipment for loading, moving or transporting Cargoes, which:

- a) are declared by mistake, or
- b) weigh more than declared in the Certificate of the Container Verified Gross Mass (VGM) or in the commercial statement, or
- c) weigh more than the working load of the equipment.

In case the CONTRACTOR/the Line becomes aware that the Container equipment has been used in violation of any of the above prohibitions, the relevant Container equipment with the cargo may be refused to be loaded, or the Container equipment with the cargo may remain on board for return and unloading at any port, or any other measures may be taken, at the Line's sole discretion, provided that all risks and costs will be borne by the CUSTOMER.

The CUSTOMER shall be liable to the CONTRACTOR/the Line and its agents for all losses, claims, fines, demands, suits and actions of any kind, and legal costs and expenses arising, directly or indirectly, out of or related to such unauthorized use of the Container equipment. All additional costs associated with these actions shall be compensated by the CUSTOMER, and the CONTRACTOR/the Line shall reserve the right to exercise its lien until the CONTRACTOR's/the Line's costs, including additional costs, are fully compensated by the CUSTOMER.

2.1.2 In order to ensure delivery of full Container from the MTO's yard, the MERCHANT is bound to present to MSC RUS, LLC:

- a) full payment of the freight and all its components, including but not limited to the costs accrued at destination since the discharge of the Cargo;
- b) the necessary package of original Bills of lading duly endorsed;
- c) in case the delivery is not made by the consignee itself directly, a letter of authority duly signed and stamped by the person authorized under the Bill of Lading to access the Cargo as per the format suggested by MSC RUS, LLC;
- d) If the party asking delivery acts as a part to a chain of freight forwarders contracts, all the letters of authority existing in the chain shall be approved by MSC RUS, LLC;
- e) any other documents that might be required due to local legislation or Government bodies

2.1.3 Upon requirement by MSC RUS, LLC, provide a legalized copy of insurance certificate confirming insurance of the MERCHANT's liability towards MSC RUS, LLC for the exported CE. The certificate should comply with the following criteria:

- a) the insurance company shall have a reliability rating not less than A according to the rating "Expert RA";
- b) types of risks – all category "A" risks;
- c) object of insurance – portable equipment (Container) or analogical in the meaning;
- d) all the container numbers shall be listed in the Insurance Certificate or in the notice of the CUSTOMER;
- e) the insured amount shall be:
 - 20-feet standard (Dry Van type) Container of ISO standard: USD 4000/ Container;
 - 20-feet open (Open Top type) Container of ISO standard: USD 5000/ Container;
 - 40-feet standard (Dry Van type) or increased volume (High Cube type) Container of ISO standard: USD 6000/ Container;
 - 40-feet open (Open Top type) or increased volume wide (Pallet Wide High Cube type) Container of ISO standard: USD 8000/ Container;
 - 20-feet Reefer standard Container of ISO standard of any type: USD 26000/ Container;
 - 40-feet Reefer standard Container of ISO standard of any type: USD 32000/ Container;
- f) the insurance certificate shall indicate Mediterranean Shipping Company S.A. (Geneva) or Mediterranean Shipping Company Rus, LLC as the beneficiary;
- g) the unconditional franchise shall not be higher than 1% of the insured sum.

The insurance shall cover all the period of the MERCHANT's responsibility for the Container, but in any case not less than two weeks from the moment of signing the Delivery Order or, if Delivery Order has not been signed, from the date of warehouse mark in the waybill with Container number. The MERCHANT's responsibility in case of receipt of Reefer Container is subject to compulsory insurance. Nevertheless, MSC RUS, LLC has the right to request an insurance certificate even for release of dry Container.

2.1.4 Ascertain and convinced itself that the Container is in good order, clean, fit for carriage of the specific Cargo, once and at the moment the empty Container has been provided by MSC RUS, LLC being agreed that the acceptance of the empty Container by the MERCHANT for export carriage shall be deemed as a formal confirmation by the MERCHANT that the Container was found transport and sea-worthy and in all manner fit for the carriage of the specific Cargo at the moment of its positioning to the MERCHANT or its representatives at the given depot, stock and /or terminal.

2.1.5 Ensure compliance at all time of any vehicle used for the land transport of Container from or to the MTO yard with the international standards of Container transports, as well as technical and conventional requirements.

2.1.6 For any Import Shipment:

- a) accept delivery of the Cargo by the Principal within the terms stipulated by the current tariffs of the Line specified in Section 3 of the Terms and Conditions of the Bill of Lading and the Sea Waybill; in case of non-acceptance of the Cargo by the CUSTOMER, such delay shall be deemed unreasonable within the meaning of Section 20 of the Standard Terms and Conditions of the Bill of Lading and the Sea Waybill, and the Carrier together with the CONTRACTOR shall be exempted from any further obligations and liability for such Cargo; in case the CUSTOMER, by its action or omission, directly or indirectly, interferes with, delays or prevents unloading or delivery of the Cargo, all losses, expenses or obligations resulting from such behavior shall be attributed solely to the CUSTOMER;
- b) receive and ensure prompt removal from the MTO's yard any duly arrived Cargo/Container, independently of whether the MERCHANT acts by doing so in its own name or in the name of a person entitled to and/or holding rights on the Cargo and/or having the right to proceed with formalities in relation to the Cargo/Container;
- c) ensure independently and accurately the customs clearance of the Cargo in the order and within the time limits specified by the customs legislation and to bear all the responsibility for customs fees payments being agreed that in case of breach of such order or time limits the MERCHANT shall bear full responsibility for payment of customs fees, fines and other charges and penalties specified in the law of Russian Federation and in the Contract with MSC RUS, LLC;
- d) coordinate and agree with MSC RUS, LLC in advance the taking of the Container/Cargo into the warehouse;
- e) arrange provision of road or railway transport for removal of the Container from site of the MTO and confirm to MSC RUS, LLC planned schedules of the Container removal in accordance with the procedures stipulated by the rules of the MTO;
- f) independently familiarize oneself with MSC RUS, LLC's instructions for the turn-back of the Container;
- g) inform the CONTRACTOR of any possible non-compliance with or violation of the deadline for Cargo storage and, when, the deadline for storage of Cargo on site of the MTO specified by the current customs legislation is exceeded, to obtain the permission from the customs authorities to extend that period of storage of goods in accordance with the Customs Code of the Russian Federation, provided such extension is allowed under the Russian Federation laws;
- h) remove the Container from the site of the MTO at its own means or via sub-contracting of the transport operations respecting at all times the General Terms and Conditions of this MTO. Request and obtain confirmation from MSC RUS, LLC that the Cargo has been properly released prior sending a trucker and confirmation of the address of the depot, stock or terminal to which the empty Container should be returned;
- i) after unloading of Cargo and prior returning the empty Container to MSC RUS, LLC, at its own means and expense, remove any IMO stickers from the CE, clean it from remains of Cargo and detritus, lashing material, separation, and when required by sanitary regulation, perform disinfection;
- j) return the Container in a sound and cleaned condition, with all labels and placards duly removed, taking into account normal wear and tear back, to the control of MSC RUS, LLC at the depot, stock or Terminal designated to it (empty Container will be considered as returned into MSC RUS, LLC control upon presentation of an Equipment Interchange receipt (EIR IN) duly signed by the designated depot, stock or terminal);
- k) ensure the return of the Container latest 90 calendar days as from signature of Delivery Order / cargo release certificate.

2.1.7 For any Export Shipment:

- a) stuff and secure the Goods within the Container in a manner fit for the type of carriage;
- b) close and seal the Container in accordance with the applicable international laws, specifically the one applying at the country of departure and country of delivery of the carried goods;
- c) perform at its own means and expense the marking of the Cargo and the labeling of the Container in accordance to the characteristics of the Cargo and in the due respect of the international regulations, more specifically of the ones applying at Port of Loading, Port of Discharge and Ports of transshipment; to close and seal the Containers and be liable for failure to comply with the requirements regarding fines and other costs connected therewith; independently and at its own expense apply on the Container any caution signs conforming to the requirements of European Agreements concerning International Carriage of Hazardous Goods by Sea, IMDG Code, European Agreements concerning [International Carriage of Hazardous Goods by Road](#), and other international and national regulatory acts, and at its own expense, remove any existing caution signs and label that do not correspond to the Cargo packed within the Container; being agreed that in case of improper application of caution signs, the MERCHANT will be responsible to compensate any expenses whatsoever incurred by the CONTRACTOR/the Line in connection with such application of improper labels;
- d) inform MSC RUS, LLC of possible non-compliance with / violation of the deadline for Cargo storage and, when, the deadline for storage of Cargo on site of the MTO specified by the current customs legislation is exceeded, to obtain the permission from the customs authorities to extend that period of storage of goods in accordance with the Customs Code of the Russian Federation, provided such extension is allowed under the Russian Federation laws;
- e) perform at its own (rent) transport and expense the export of the Cargo restricted to stay on the territory of MTO according to the rules of MTO;
- f) ensure that the Cargo is handed to the Carrier in full accordance with information contained in the initial booking request, is returned to the Carrier at the date and place agreed, stuffed and secured within the Container following a method suitable for the type of carriage, with closed and sealed doors, and it is customs cleared in the respect of all export procedures;
- g) return the loaded Container equipment back to the MTO before the expiration of 60 calendar days from the date of pick-up of the empty CE, in a condition not worse than it was at the time of transfer of empty CE, taking into account natural wear and tear. Confirmation of the date of return of the full Container will be made by presentation of an Equipment Interchange Receipt (EIR IN) duly signed by the MTO.

2.2 IN CASE OF PROVISION OF SERVICES BY MSC RUS, LLC, THE MERCHANT IS OBLIGED TO:

2.2.1 Send a request to MSC RUS, LLC in accordance to the terms of the corresponding Contract and supported by a complete file of all Cargo related documents necessary as to the performance of such request.

2.2.2 At all time, ensure strict compliance with the requirements set forth in the following Regulations: Convention SOLAS-74, the Convention and the IMO International Maritime Hazardous Goods Code (IMDG), IMDG Rules; Rules and standards of carriage of Cargo by sea, railway and road transport; Rules of the Marine Terminal Operator and rules and customs of the port and other regulatory documents of the government bodies.

2.2.3 In case of any change in the instructions of the MERCHANT or any changes in the schedule of the Cargo arrival, its quantity, nomenclature or in any other circumstances susceptible to influence or impairs the Parties' ability to perform their obligations under the Contract, immediately notify MSC RUS in form specified by MSC Rus, LLC.

2.2.4 Pay to MSC RUS, LLC the freight and all its components in accordance with the present Terms and Conditions and the Terms of any specific Contract concluded with MSC RUS, LLC. For the sake of this clause, the Freight & freight related costs shall include over the mere Ocean-Freight, any shunting and transfers costs at the port, charge for granting delay in payment under the terms of a commercial loan (interest), Deferred payment fees, Base charge for late delivery of Container equipment, Additional charge for late delivery of the Container equipment over the base fees and Line charge for late delivery of the Container equipment (being expressly agreed that these charges are subject to payment by the MERCHANT even in case of loss/non-return of the Container), Maintenance and Repair charges (including residual / depreciated value of Container and administration fees for recovery process), Charge for omission of removal of signs and labels, Charge for misuse of the Container as well as any other costs generated during the transport due to the carried Cargo or to the use by the MERCHANT of the Container.

2.2.5 Security/Bolt seals may be provided to the MERCHANT upon its request and against payment of additional charges.

2.2.6 Whenever MSC RUS, LLC has been asked to arrange and so performs the on-carriage of a Cargo to an inland place of destination in customs transit mode - independently, without participation of the CONTRACTOR, to perform and ensure the customs clearance of the Cargo at the customs of final destination and handle any Cargo clearance formalities fully and directly with the representatives of the government bodies. The MERCHANT should perform these formalities independently without any participation of MSC RUS, LLC and within the period agreed or imposed by the Laws of Russian Federation.

2.2.7 Enquire and regularly check on charges, rates and tariffs valid for any specific date by accessing the Personal account opened to the MERCHANT at MSC RUS, LLC's commercial website, always in accordance with the conditions set within the Users Agreement.

2.2.8 Ensure and acknowledge receipt of invoices issued by MSC RUS, LLC, by courier, by post, by allocated channel, by using the electronic document flow and/or other means specifically agreed between the Parties or by the valid Agreement concluded by the CONTRACTOR and the CUSTOMER.

2.2.9 Ensure that any documents pertaining to the delivery and acceptance of the Cargo are promptly signed.

2.3 OBLIGATIONS OF THE MERCHANT IN THE DOCUMENTS EXECUTION

The MERCHANT is obliged to:

2.3.1 Provide MSC RUS, LLC with full and reliable information on the Cargo and its properties, including, but not limited to, the following information: Container number, seal number, Cargo description, number of packages in the CE, Cargo gross and net weight, in full compliance with requirements of the local legislation.

2.3.2 Prior to the loading of Cargo in any Reefer Container, ensure provision to MSC RUS, LLC of information as to the temperature regime, humidity and ventilation required.

2.3.3 Ensure correct designation of the recipient and Freight-forwarder in the port, and owner of the Container in the railway bills and road consignment notes.

2.3.4 Whenever MSC RUS, LLC has been nominated as Freight-forwarder under international transportation for the MERCHANT, provide to MSC RUS, LLC not later than 90 (ninety) calendar days from the date of provision of services and for confirmation of VAT rate 0% (zero per cent), all documents required pursuant s.165 of the Russian Federation Tax Code such as,

2.3.4.1. In case of export with customs clearance through sea ports of the Russian Federation:

- a) A copy of the loading order for export Cargo with designation of the port of discharge wearing the mark "Loading completed" from the border customs of the Russian Federation;

b) A copy of the Bill of Lading (Sea Waybill), authenticated by the MERCHANT's seal, whenever a place outside the territory of the Russian Federation and other territories being under its jurisdiction, is designated in the field "Port of discharge".

2.3.4.2. In case of export through the border of the Russian Federation with a Member state to the Customs Union, where the customs control does not apply - copies of transport and supporting Cargo documents (railway bill (SMGS)) wearing on the face of the document: the "Allowed release" confirmation from the Russian Federation customs that the export has been performed and agreed and the signed confirmation from the port that the Cargo is accepted for further export to the country of destination.

2.3.4.3. In case of export through the border of Russian Federation or the external border of the Customs Union where the customs control applies - copies of transport and supporting Cargo documents (railway bill (SMGS)) wearing on the face of the document:

- a) the "Allowed release" confirmation from the Russian Federation customs that the export has been performed and agreed, with designation of the date and authenticated by a personal numbered stamp of an employee of the customs authority;
- b) the "Goods exported" confirmation from the border customs authorities with designation of the date of export and authenticated by a personal numbered stamp of an employee of the customs authority, with notification of all customs entry points.

2.3.4.4. In case of import into the territory of a Member state to the Customs Union from Russian federation the territory of

- a) In case of transaction with a person not performing a foreign trade transaction with the carried goods, a copy of the contract between that person and the person performing the foreign trade transaction with the carried goods;
- b) copies of transport documents with designated places of discharge (destination place) that are in the territory of another Member state to the Customs Union.

2.3.4.5. In case of import of Cargo on vessels through sea ports, railway transport, road transport through the border of the Russian Federation (provision of services for international carriage of goods):

- a) a copy of the Bill of Lading, Sea Waybill or any other document confirming the acceptance of Cargo for carriage, where a place outside the customs territory of the Customs Union is designated in the "Port of Loading" field;
- b) copies of transport documents (railway bill (SMGS)) wearing on the face of the document:
 - the "Allowed entry" confirmation from the Russian Federation customs that the import has been performed and agreed, with designation of the date and authenticated by a personal numbered stamp of an employee of the customs authority;
 - the "Goods imported" confirmation from the border customs authorities with designation of the date of export and authenticated by a personal numbered stamp of an employee of the customs authority, with notification of all customs entry points

2.3.4.6. In case of Customs Union transit procedure, provision for the foreign Cargoes coming from and to customs control zone of any Member state of Customs Union I through the territory of Russian Federation:

- a) copies of the transit customs declaration wearing confirmation from the Russian customs that performed the customs registration of the export and (or) import of goods, and of the Russian customs authority at the place of departure, through which the Cargo is exported out of the Russian Federation territory and (or) imported into;

- b) copies of transport documents, Cargo accompanying documents and (or) other documents confirming the export of the Cargo out of the Russian Federation territory of or from any other territories under its jurisdiction.

2.3.4.7. In case of modification by law or otherwise of the list of documents required for the application of 0% (zero per cent) VAT, the MERCHANT is obliged to provide the documents in accordance with the list as modified.

2.3.5. In case of export of Cargo by railway to the terminal CJSC “CTSP” the MERCHANT is obliged to draw up railway bills with strict compliance to the following conditions:

- destination station: Автово Октябрьской ж.д., код ст. 035601-экс. с подачей на п/п грузополучателя
- consignee: -АО "Морской порт Санкт-Петербург", ОКПО 01126453 , код 6623
- postal address of Consignee: 198035, Saint-Petersburg, Mezhevoy canal 5, 4th district of the Sea Port Saint-Petersburg
- special notices and signs of the Consignee: CJSC “Container Terminal Saint-Petersburg”. Cargo is for ... (name of the port freight forwarder). Line: MSC.

2.3.6. Check and verify that the maximum loading of container equipment complies with the statutory requirements and regulations of countries of departure, transit and destination. Exceeding the standards for loading of the Container is prohibited by law and may result in significant damage and loss, for which the CUSTOMER shall be completely liable. In case of receipt of the Tested heavy-weighted container, with the confirmed weight, for shipment by sea, the CUSTOMER is obliged to ensure that the weight of the Cargo corresponds to special standards of loading not later than the moment of receipt thereof.

2.3.7. Verification of the Verified Gross Mass of the Container (VGM) shall be mandatory according to requirements of the Convention on Safety of Navigation (SOLAS - Safety of Life at Sea) and is required to be obtained from organizations established by the legislator and to be further provided by the CUSTOMER to the ship administration and MTO not later than 3 (three) business days prior to loading of the vessel (VGM restriction). Neither the Carrier nor the CONTRACTOR shall be liable for any costs associated with indication of false data on the weight of the Cargo provided by the CUSTOMER for specification in commodity/goods transport documents and other support documents for the Cargo.

2.3.8. Unless stated otherwise and expressly confirmed in writing, each quotation always relates to:

- Harmless goods, being made clear that IMDG cargoes are always and strictly subject to the Carrier and Master's final approval at time of loading.
- Cargo shipped and stowed with "deck option"
- In gauge cargo, if quoted for open top containers, flat racks and platforms.
- Cargo valued below USD 200.000,00 per container, if cargo value is not presented upon quotation-request. For high-value-cargo-containers (exceeding USD 200.00,00 - two hundred thousand US dollar cargo value) the Merchant has to submit a written warning notice upon booking and, unless included in the freight, an additional HVP (high-value-premium) might apply

2.3.9 High Value Commodity Mis-Declaration Fee - Any cargo with a commercial value exceeding USD 250,000 must be declared to MSC or its agent at the time of booking. Failure by the Merchant to inform MSC will result in the application of a High Value Commodity Mis-Declaration Fee of 25.000 USD, being expressly agreed that such information to MSC shall not be considered as a declaration of value and the documentation so issued will not be deemed ad valorem unless this has been formally agreed by MSC and the corresponding surcharge paid by the Merchant.

3. RIGHTS AND OBLIGATIONS OF MSC RUS, LLC

3.1.MSC RUS, LLC is obliged:

- 3.1.1.** Subject to the presentation by the MERCHANT of copies of the insurance policies required by MSC RUS, LLC under clauses 2.1.3 and 2.1.4. above, to provide the MERCHANT with Container (transport- and seaworthy empty one or with Cargo delivered under B/L).
- 3.1.2.** Provide to the MERCHANT a Container in a condition fits for its purpose and suitable for use subject to the cl. 2.1.4. of the Regulations. Rules established by regulations such as ISO norm, documents of the Russian sea register, etc. are sole criteria for determining the suitability of the Container. Shall the Container not meet such criteria, this fact shall be recorded with involvement of an independent expert organization (surveyor).
- 3.1.3.** Upon written request of the MERCHANT, to specify the place of positioning (in case of export) or redelivery (in case of import) of the empty Container by any convenient means of communication. Instructions for positioning or redelivery of empty Container may be given in respect of both specific Container and empty Container of a certain type, and be valid during a specified period of time.
- Notwithstanding whether the Container was removed from the warehouse or not, or whether the customs clearance for the Cargo was made or not, the Container is deemed to be delivered and Cargo delivery to be accepted by the MERCHANT upon signature of the MERCHANT on the Delivery Order or, if the Delivery Order was not signed - upon appropriate mention or stamp in the waybill done by the warehouse (MTO) about the Cargo release for the mentioned Container.
- 3.1.4.** The Package of transport documents for the Cargo (Bill of Lading, etc.) shall be issued on behalf of the Line upon receipt of confirmation on loading thereof and shall be available for receipt by the CUSTOMER at the office of the CONTRACTOR or other agent of the Line. Transfer and sending of such documents (by registered mail or courier) shall be made only upon receipt of the CUSTOMER's written request at a risk, expense and under the responsibility of the latter, and shall be deemed delivered to the CUSTOMER from the moment of such sending.
- 3.1.5.** Upon MERCHANT's request, render other (not expressly included in the effective Contract or Appendices thereto, but relating to the subject matter of the Contract in question) services on a remuneration basis (for example, for railway and road transport). Any request shall be presented in electronic, facsimile, written or any other notice form by the MERCHANT to MSC RUS, LLC and be duly accepted and confirmed by MSC RUS, LLC. The tariff for arrangement of railway and road transport of empty/full Container shall be agreed by the Parties additionally and specifically.

During the provision of such services MSC RUS, LLC is obliged to:

- Execute and endorse transport and other documents in accordance with applicable rules and instructions of the MERCHANT.
- Upon written request, execute dispatch of import Cargo from the port, subject to permission of customs authorities at the time of making of such request, and provide trucks equipped for loading of export Cargo in due time and as agreed in the request.
- Organize carriage of Cargo for the MERCHANT according to the agreed requests.
- Inform the MERCHANT of Cargo movements upon request.
- Issue invoices for works completed and/or services rendered and/or for Carrier charges, and for all direct and/or indirect costs and expenses incurred by MSC RUS, LLC and/or involved third parties, in accordance with the Contract in force and provide their originals to the MERCHANT subject to a preliminary written request of the latter.
- After payment by the MERCHANT of invoices issued by MSC RUS, LLC, as stipulated in the effective Contract, inform the MTO of permission to release the Container to the MERCHANT.

- 3.1.6.** The CONTRACTOR shall be liable for the loss, shortage and damage (spoilage) of the Goods only in case such loss, shortage and damage of the Goods occurred after the CONTRACTOR has accepted at its own risk the Goods for transportation and prior to its delivery to the CUSTOMER and due to non-performance or negligent performance of the obligations assumed by the CONTRACTOR. In case the CONTRACTOR proves that the non-performance or negligent performance of his/her obligations was caused by improper performance of the relevant contract of carriage, his/her liability to the CUSTOMER shall be determined by the same rules, under which the relevant carrier is responsible to the CONTRACTOR, i.e. the CONTRACTORS's liability may arise in case of his/her fault and shall be limited to the cost of the Goods.
- 3.1.7.** The CONTRACTOR hereby declares that he/she is not responsible to the customers for the volume, quality, terms and conditions of provision or non-provision of services by sub-agents. All claims, demands and lawsuits related to improper provision or non-provision of services by sub-agents of the CONTRACTOR, as well as the return of funds on these grounds shall be submitted to the relevant sub-agents. In case of such situations the CONTRACTOR shall provide the CUSTOMER with all possible assistance to resolve them.
- 3.1.8.** In case of rendering of services by the CONTRACTOR related to the delivery of the Cargo by rail or road transport, the liability of the CONTRACTOR shall be limited to rendering of financial and payment services (payment of railway tariffs and charges of railway carriers, tariffs of road carriers and any fines and costs related to railway and road transportation of the Cargo at the request of the CUSTOMER and invoiced for payment to the CONTRACTOR under his/her contracts with third parties involved by him/her to provide delivery services) by the CONTRACTOR, which are necessary for the conclusion (or persons specified by him/her) of the relevant contract of railway or road transportation (transport (railway) waybill/CMR) by the CUSTOMER directly with the carrier. Any claims, suits and demands of the CUSTOMER or persons specified in the transport (railway) waybill/CMR waybill, at the CUSTOMER'S instructions, which arise from the essence of the contract of carriage by rail or road and which are not related to the financial and payment services of the CONTRACTOR, shall be filed by the CUSTOMER or persons specified in the transport (railway) waybill/CMR directly to the carrier, the contract of carriage with which is the relevant transport (railway) waybill/CMR.
- 3.1.9.** In case the Principal prepares the Sea Waybill instead of the Bill of Lading for carriage of the Cargo at the request of the CUSTOMER (the booking party or the consignor), the CUSTOMER (the booking party or the consignor) shall hereby guarantee the compensation for any claims, losses, expenses or indemnity of any kind, which may occur due to the use of the Sea Waybill instead of the Bill of Lading. The CUSTOMER (the booking party or the consignor) is obliged to ensure that the consignee specified in the Sea Waybill receives a legible copy thereof by fax or e-mail and agrees to comply with all rules, conditions, exceptions and restrictions contained in the Principal's Sea Waybill published and freely available in the official website of the Principal - www.msc.com, the CUSTOMER (the booking party or the consignor) shall also inform the consignee that an official letter of a consent with the terms of the Principal's Sea Waybill will be required from the consignee prior to release of the Cargo at the point of destination. The Parties have separately agreed that a failure of the Principal or the CONTRACTOR to obtain such consent letter prior to release of the Goods shall not be considered in any way as a waiver of any rights of the Principal or as a failure of the CUSTOMER (including the consignee) to agree to the terms of the Principal's Sea Waybill.

3.2. MSC RUS, LLC has the right to:

- 3.2.1.** Engage third parties for the performance of its obligations under the Contract with the MERCHANT.
- 3.2.2.** Upon expiry (for Import) of 90 calendar days from the date of signature of Cargo release certificate, and upon expiry (for Export) of 60 calendar days as from the date of delivery of the empty Container, declare the Container lost upon occurrence of financial consequences for the CUSTOMER established by the terms of the current Agreement between the Parties.

- 3.2.3.** Retain and lien the Cargo or any document relating thereto, inter alia by way of prohibition of release until receipt of all payments stipulated in the contract for carriage of Goods (Bill of Lading) by sea and the Contract with the MERCHANT, including the remuneration of MSC RUS, LLC. This retention is performed at the MERCHANT sole risk and any loss, expense or claim connected with the retention of Cargo will be for MERCHANT's account and shall extent to any amount due by the MERCHANT whether or not related to the Cargo or documents so retained.
- 3.2.4.** In case of violation of the terms agreed in the effective Contract between the parties, MSC RUS, LLC has the right to retain (i.e. not release from the port) any Cargoes arriving for or destined to the MERCHANT, as well as exported by the MERCHANT and the right to retain any accompanying Cargo documents for the mentioned Cargoes until full payment of the invoices has been performed to MSC RUS, LLC. All the risks and expenses linked to such arrest are for the MERCHANT's account.
- 3.2.5.** In case of violation by the MERCHANT of the instructions on redelivery of empty Container confirmed by MSC RUS, LLC, MSC RUS, LLC has the right to charge the MERCHANT a fee to the MERCHANT for violation of instructions of use of Container of the Principal, etc. The payment of such charge shall not relieve the MERCHANT from its obligation under the Contract and to respect the redelivery instructions received.
- 3.2.6.** The CONTRACTOR acting in the interest of the Line, may unpack the Cargo, without notification of the CUSTOMER, and/or place it for storage on the shore, afloat, outdoors or under a canopy, at his/her sole discretion, provided that all risks and costs for such movement and storage shall be borne by the CUSTOMER (if any are paid or submitted for payment to the Line or the CONTRACTOR, or other agent of the Line, or the subcontractor of the Line), and shall be subject to immediate payment by the CUSTOMER to the CONTRACTOR acting in the interest of the Line or directly to the latter.
- 3.2.7.** In case of excess of 2 months of stay of the Cargo in the Container from the date of transfer by the ship administration of the Container to the MTO, the CONTRACTOR may receive compensation for fees, costs and losses due to execution of the existing Contract between the Parties, and costs and losses of the Line, subject to the cost of such Cargo by its sale out of court in accordance with the current legislation. The CUSTOMER's consent is not required.

Notwithstanding what precedes, perishable Cargoes, and shipments for which the charges are exceeding the Cargoes value can be realized before the expiration of the above specified period.

- 3.2.8.** In case the CUSTOMER does not fulfil his/her obligations hereunder, the CONTRACTOR shall reserve the right to independently dispose of such Cargo: to stop it in transit, to unload it at the nearest port, to perform its repacking, to recover the penalty and the costs for such transportation from the CUSTOMER, and the CUSTOMER, in turn, is unconditionally obliged to reimburse all costs and losses of the CONTRACTOR and the Principal related to the movement, retention, harm, penalties and other consequences caused by such unfair behavior of the CUSTOMER.
- 3.2.9.** Any accident related to the Cargo or improper operation of the Container, which requires any additional actions or additional works in the course of investigation of any such incident, shall impose the Principal's charge on the CUSTOMER for additional work when administrating the incident (the Principal's charge for settlement of loss or the LAF) (a right, but not an obligation of the Principal).

The CONTRACTOR may invoice, at the Carrier's instruction, the amount of additional expenses of the Principal for the incident and the Principal's charge for settlement of the loss in the amount determined by the Principal depending on the amount of losses.

The amount of the Principal's charge shall be calculated by the CONTRACTOR subject to the Principal's instructions and shall not be subject to revision or coordination. The CUSTOMER is obliged to pay the Principal's charge for settlement of the loss within 7 (seven) calendar days upon invoicing. The charge shall be is applied retrospectively for all cases of identification of problems with the Cargo/the Container, starting from October 30, 2016 as from the date of identification of the problem/loading to the vessel within the scope of the Bill of Lading subject to the applicable tariff:

PRINCIPAL'S COSTS	TARIFF
COSTS UP TO 500 USD	40 USD PER CONTAINER
COSTS BETWEEN 501 USD AND 1000 USD	80 USD PER CONTAINER
COSTS BETWEEN 1001 USD AND 2000 USD	140 USD PER CONTAINER
COSTS OVER 2001 USD	200 USD PER CONTAINER

The CONTRACTOR as the Agent of the Principal shall be authorized to invoice the Principal's charge for settlement of the loss in national currency in relation to containers involved in the incident, but not to the entire consignment.

- 3.2.10.** The CONTRACTOR may unilaterally change the routes of transportation of the Goods by notifying the CUSTOMER on any relevant changes.
- 3.2.11.** In case of emergency situations and inability to immediately inform the CUSTOMER, and in order to avoid and/or reduce additional costs and ensure safety of the Goods, the CONTRACTOR may act in the interest of the CUSTOMER without his/her direct instruction and may perform actions both provided and not provided for in the Agreement and/or there Regulations, independently, with notification of the CUSTOMER on any circumstances, measures taken and estimated costs, when it becomes possible.

4. TERMS OF PAYMENT FOR PROVIDED SERVICES

- 4.1. In case of delivery and transport under MERCHANT Haulage, the MERCHANT is obliged to pay in advance payment to MSC RUS, LLC:
- a) an amount covering the insured value of the Container as stipulated in clause 2.1.3. being agreed that:
 - the payment of such a security shall not be necessary provided the MERCHANT provides MSC RUS, LLC with evidences of the insurance stipulated in the clause 2.1.3. of the present Regulations;
 - this amount shall remain in the operating account of MSC RUS, LLC and, unless authorized otherwise by the MERCHANT, cannot be used to ensure payments of amounts invoiced to the MERCHANT for costs accrued during the period the Container was under MERCHANT's custody;
 - this amount deposit shall be returned at written request of the MERCHANT to its operating account after the return of the Container under the control of MSC RUS, LLC in the condition contractually agreed;
 - b) the totality of all payments (except for advance payments for subsequent closing of invoices with the VAT rate of 20%. Advance payments with the VAT rate of 20% shall not be accepted) due to the CONTRACTOR and the Principal;
 - c) a Deposit of 300 000 (three hundred thousands) Rubles and 00 kopecks (unless otherwise provided for by the Agreement) which will be kept at MSC RUS, LLC until the moment the contract with the MERCHANT is declared cancelled, thereafter the sum can be claimed back provided all liabilities and payments to MSC RUS, LLC have been duly performed by the MERCHANT.

When paying the Deposit in the Purpose of Payment field, the CUSTOMER is obliged to specify the following: Irrevocable security payment (deposit) under the contract No. (specify No. of the current contract) dated (specify the date of the current contract), without VAT, - otherwise the received amount will be credited as an advance payment.

4.2. Taking into account cl. 4.1. hereof, advance payments and settlements on invoices shall be performed as follows:

- 4.2.1. all advance payments shall be accepted with 0% VAT rate or without VAT,
- 4.2.2. advance payments, which occur when issuing credit notes to invoices paid, shall be forwarded to advances without VAT,
- 4.2.3. advance payments with the VAT rate of 20% shall not be accepted. Invoices with the VAT rate of 20% shall be paid upon issuance of the invoice within the term established by the current Agreement. When paying an invoice, the payment order shall indicate the number of the specific invoice or such invoice shall be included in the payment register.

When making the payment register, "payment under the register No." must be specified and the register must be sent within 1 (one) business day to e-mail of the Debt Recovery Department: ru201-ar@msc.com. The register must be marked as the Payment Register, thus the register may be generated in the Personal Account and may be directed automatically.

- 4.2.4. The closure of invoices from the amounts of advance payments shall be made automatically using the fifo method, i.e. invoices with an earlier date shall be closed first. In case the CUSTOMER disagrees with automatic closing of invoices from the amounts of advance payments, he/she must sign an additional contract to the Agreement for closing invoices from advance payments under the written instruction.

4.3. The CONTRACTOR shall proceed with fulfilment of his/her obligations to the CUSTOMER only upon crediting the advance payments and the Deposit amount specified in cl. 4.1 hereof from the CUSTOMER to the CONTRACTOR's settlement account.

- 4.4.** The advance payment shall not be deemed the commercial loan.
- 4.5.** In case of termination of the Agreement on the initiative of either PARTY or termination of the Agreement by agreement of the PARTIES and in the absence of unfulfilled obligations of the CUSTOMER, the CONTRACTOR shall return the Deposit to the CUSTOMER within 10 (Ten) calendar days from the date of signing of the Reconciliation act by both Parties.
- 4.6.** In case of termination of the Agreement on the initiative of either PARTY or termination of the Agreement by agreement of the PARTIES and in the presence of unfulfilled obligations of the CUSTOMER, the CONTRACTOR may, by sending a written notice to the CUSTOMER, unilaterally, without additional notice to the CUSTOMER, set off the Deposit (or a part thereof) and/or the advance payment (if there is an additional agreement signed by the Parties to close invoices by advance payments under the written instruction) for performance of the relevant obligations of the CUSTOMER, including obligations of the latter to pay penalties, fines, and penalty fees and pay any losses stipulated by the Agreement and the current legislation of the Russian Federation. The order of repayment of the CUSTOMER's obligations shall be set at the discretion of the CONTRACTOR. The CONTRACTOR shall return to the CUSTOMER the balance of the Deposit and the advance payment after repayment of the CUSTOMER's obligations within 10 (Ten) calendar days from the date of signing of the Reconciliation act by both Parties.
- 4.7.** In case of change in the cost of previously rendered services, including due to changes in their price or quantity, it is allowed to use the credit note financial document to invoices issued. The credit note may either cancel the invoice in full or change it in part.

5. COORDINATION OF PROCEDURE WITH THE MTO

5.1. MTO Joint Stock Company “First Container Terminal” (further – MTO JSC “FCT”)

- 5.1.1.** In case of transfer of control over Container containing Hazardous Cargo from the vessel to the MTO JSC “FCT”, the MERCHANT is obliged to:
- a) provide MSC RUS, LLC with a copy of the permission granted by the Russian Federation Oversight Committee for Sanitation and Epidemiology and take over all necessary arrangements with the port administration and any relevant transport authorities, latest 24 hours prior the beginning of the discharge operations of the vessel;
 - b) arrange and evidence to MSC RUS, LLC that road or railway transport capacity for the removal of the Container from the MTO JSC “FCT”'s yard has been arranged, being agreed that MSC RUS, LLC shall have the right not to discharge the Container and to leave it onboard the carrying vessel for return to the next transshipment port at MERCHANT's sole costs and risks in case of violation of the above requirements. All additional expenses, such as but not limited to Cargo operations connected to the stowage of hazardous Cargo, Containers restows due to amendments of the Cargo plan; vessel demurrage; lease of Container of MTO JSC “FCT”; freight from Saint-Petersburg to the port of transshipment and back; loading-unloading operations in the port of Saint-Petersburg and in the port of transshipment and others, shall be paid by the MERCHANT.
- 5.1.2.** The MERCHANT warrants that a Procedure on work with hazardous and hazardous Cargo validated by the Russian Federation Oversight Committee for Sanitation and Epidemiology is in place and commits to present it to MTO JSC “FCT” for agreement and compliance with the Terminal own safety procedure.
- 5.1.3.** The MERCHANT is obliged to provide MTO JSC “FCT” with endorsed railway bills for removal of railway equipment from the MTO JSC “FCT” yard not later than 2 days before the arrival of the railway wagon. Whenever the MERCHANT does not comply with these obligations, the tariff “Use of railway infrastructure of MTO JSC “FCT” is applied for the period of railway wagon being on railway lines of JSC “FCT” from the moment of the unloading process finish or the empty railway wagon arrival for loading until the moment the railway bills endorsed by the carrier are provided by the MERCHANT to the MTO JSC “FCT”.

5.1.4. Tariffs of the MTO JSC “FCT” in their current stand shall be sent to the MERCHANT for information purpose only.

5.2. MTO Closed joint stock company “Container Terminal Saint-Petersburg” (further – MTO CJSC “CTSP”)

5.2.1. Arrangement of operations of shunting of Container within the sea port for the purpose of inspection by the state customs authorities (the Federal Customs Service, the State inspection for plant quarantine, Federal Agency for Veterinary supervision and etc.) carried at the authorities’ request:

- a) Transportation of Container within the sea port for the purpose of inspection includes the following operations:
 - arrangement of conveyance of Container to the inspection zone and back from it,
 - arrangement of packing/unpacking of the Cargo – not more than 50% of the content stuffed within the container,
 - arrangement of Cargo weighing.
- b) Transportation of Container within the sea port for the purpose of weighing includes:
 - conveyance of the Container to the inspection zone and back from it,
 - weighing operations of the Container,
 - issuance of electronic weighing report.

5.2.2. Whenever the percentage of unpacking of the Cargo during inspection is less than 50% of the overall quantity of Cargo items, an coefficient of 1,4 is applied to the corresponding tariff.

5.2.3. Shunting of Container within the sea port initiated by the MERCHANT on commercial purposes only:

- a) Shunting of Container within the sea port for the purpose of examination of Container includes:
 - conveyance of Container to the examination zone and arrangement of movement back to the stack;
 - opening/closing of the Container doors for the purpose of Cargo examination.
- b) Shunting of Container within the sea port for the purpose of weighing of Container includes:
 - conveyance of the Container,
 - weighing of the Container.
- c) Transportation of Container within the sea port for the purpose of unpacking includes:
 - conveyance of the Container to the zone of unpacking;
 - unpacking of the Cargo;
 - cleaning of Container from separation and lashing material.
- d) Transportation of Container within the sea port for the purpose of repacking includes:
 - conveyance of loaded and/or empty Container;
 - cargo operations (loading, unloading).

5.2.4. Emergency repacking of Reefer Container includes preparation of the empty Reefer Container by way of PTI (Pre-trip Inspection i.e. procedure of testing of Reefer Container by authorized engineer of the Principal).

5.2.5. Tariffs of the MTO CJSC “CTSP” in their current stand shall be sent upon request to the MERCHANT for information purposes only.

- 5.2.6.** Tariff of the MTO CJSC “CTSP” “Arrangement of input of information from paper document into electronic system” applies to the following documents: manifest (Bill of Lading), release-order.
- 5.2.7.** Tariff of the MTO CJSC “CTSP” “Arrangement of re-issue of package of railway transport documents” applies to:
- a) amendment of railway instructions, which includes arrangement of filling of railway documents, cost of the form and arrangement of acquisition of the authorizing signature of the railway station (endorsement);
 - b) reissue of accounting records, loading order, acceptance order and receiving report.

5.3. MTO Joint Stock Company “Novoroslesexport” (further – MTO JSC “NLE”)

- 5.3.1.** In case of discharge of Container with hazardous Cargo from the vessel into MTO JSC “NLE” the MERCHANT is obliged to:
- a) provide the MSC RUS, LLC with a copy of the authorization from the Federal Service for Supervision of Consumer Rights Protection and Human Welfare (Rosпотребнадзор) and take all necessary arrangements with the port administration, and any relevant transport authorities, latest 24 hours prior the beginning of the discharge operations;
 - b) arrange and evidence to MSC RUS, LLC that road or railway transport capacity for the removal of the Container from the MTO JSC “NLE”’s yard has been arranged, being agreed that MSC RUS, LLC shall have the right not to discharge the Container and to leave it onboard the carrying vessel for return to the next transshipment port at MERCHANT’s sole costs and risks in case of violation of the above requirements. All additional expenses, such as but not limited to Cargo operations connected to the stowage of hazardous Cargo, Containers restows due to amendments of the cargo plan; vessel demurrage; lease of Container of MTO JSC “NLE”; freight from Novorossiysk to the port of transshipment and back; loading-unloading operations in the port of Novorossiysk and in the port of transshipment and others, shall be paid by the MERCHANT.
- 5.3.2.** The MERCHANT is obliged to provide MTO JSC “NLE” with endorsed railway bills for removal of railway equipment from the MTO JSC “NLE” yard not later than 2 days before the arrival of the railway wagon. Whenever the MERCHANT does not comply with these obligations, the tariff “Use of railway infrastructure of MTO JSC “NLE” is applied for the period of railway wagon being on railway lines of JSC “NLE” from the moment of the unloading process finish or the empty railway wagon arrival for loading until the moment the railway bills endorsed by the carrier are provided by the MERCHANT to the MTO JSC “NLE”.
- 5.3.3.** Tariffs of the MTO JSC “NLE” in their current stand shall be sent upon request to the MERCHANT for information purposes only.

5.4. MTO Limited Liability Company “Novorossijskoe uzlovoe transportno-ehkspeditsionnoe predpriyatie” (further – MTO LLC “NUTEP”)

- 5.4.1.** In case of discharge of Container with hazardous Cargo from the vessel into MTO LLC “NUTEP” the MERCHANT is obliged to:
- a) provide the MSC RUS, LLC with a copy of the authorization from the Federal Service for Supervision of Consumer Rights Protection and Human Welfare (Rosпотребнадзор) and take all necessary arrangements with the port administration and any relevant transport authorities, latest 24 hours prior the beginning of the discharge operations;

- b) arrange and evidence to MSC RUS, LLC that road or railway transport capacity for the removal of the Container from the MTO LLC “NUTEP”’s yard has been arranged, being agreed that MSC RUS, LLC shall have the right not to discharge the Container and to leave it onboard the carrying vessel for return to the next transshipment port at MERCHANT’s sole costs and risks in case of violation of the above requirements. All additional expenses, such as but not limited to cargo operations connected to the stowage of hazardous Cargo, Containers restows due to amendments of the cargo plan; vessel demurrage; lease of equipment of MTO LLC “NUTEP”; freight from Novorossiysk to the port of transshipment and back; loading-unloading operations in the port of Novorossiysk and in the port of transshipment and others, shall be paid by the MERCHANT.

5.4.2. The MERCHANT is obliged to provide MTO LLC “NUTEP” with endorsed railway bills for removal of railway equipment from the MTO LLC “NUTEP” yard not later than 2 days before the arrival of the railway wagon. Whenever the MERCHANT does not comply with these obligations, the tariff “Use of railway infrastructure of MTO LLC “NUTEP”” is applied for the period of railway wagon being on railway lines of LLC “NUTEP” from the moment of the unloading process finish or the empty railway wagon arrival for loading until the moment the railway bills endorsed by the carrier are provided by the MERCHANT to the MTO LLC “NUTEP”.

5.4.3. Tariffs of the MTO LLC “NUTEP” in their current stand shall be sent upon request to the MERCHANT for information purposes only.

5.5. MTO Public Joint Stock Company «Novorossiysk Commercial Sea port» (further – MTO PJSC “NMTP”)

5.5.1. In case of discharge of Container with hazardous Cargo from the vessel into MTO PJSC “NMTP” the MERCHANT is obliged to:

- a) provide the MSC RUS, LLC with a copy of the authorization from the Federal Service for Supervision of Consumer Rights Protection and Human Welfare (Rospotrebnadzor/ Territorial subdivision of the Rospotrebnadzor authority in Novorossiysk city) and take all necessary arrangements with the port administration and any relevant transport authorities and others, latest 48 hours prior the beginning of the discharge operations;
- b) arrange and evidence to MSC RUS, LLC that road or railway transport capacity for the removal of the Container from the MTO PJSC “NMTP”’s yard has been arranged, being agreed that MSC RUS, LLC shall have the right not to discharge the Container and to leave it onboard the carrying vessel for return to the next transshipment port at MERCHANT’s sole costs and risks in case of violation of the above requirements. All additional expenses, such as but not limited to cargo operations connected to the stowage of hazardous Cargo, Containers restows due to amendments of the cargo plan; vessel demurrage; lease of Container of MTO PJSC “NMTP”; freight from Novorossiysk to the port of transshipment and back; loading-unloading operations in the port of Novorossiysk and in the port of transshipment and others, shall be paid by the MERCHANT.

In case of carriage by road for import/export out of/into the port PCCZ (permanent customs control zone), the MERCHANT is obliged to act in accordance with the Decision dated of 21st of November 2005 of the Security Council / head of the Administration of the Novorossiysk city. Any violation of the indicated Decision giving raise to fines shall be payable by the MERCHANT.

5.5.2. The MERCHANT is obliged to provide MTO PJSC “NMTP” with endorsed railway bills for removal of railway equipment from the MTO PJSC “NMTP” yard not later than 2 days before the arrival of the wagons. At the departure of the Container to the port on his own railway wagons, the MERCHANT is obliged to provide MTO PJSC “NMTP” in advance with information about the owner of the carrying equipment together with a letter of authority from the owner of the carrying equipment confirming the MERCHANT’s right to use the railway wagons.

In case of absence of letter of authority the railway wagons shall be deemed delayed through MERCHANT’s fault and the MERCHANT shall bear the liability for the occupancy of the track in the amount of the sums indicated in the Tariffs.

5.5.3. Tariffs of the MTO PJSC “NMTP” in their current stand shall be sent upon request to the MERCHANT for information purposes only.

5.6. MTO Limited Liability Company “Baltic Stevedoring Company” (further – MTO LLC “BSC”)

5.6.1. Arrangement of carriage operations within the sea port for the purpose of inspection by the state customs authorities (the Federal Customs Service, the State inspection for plant quarantine, Federal Agency for Veterinary supervision and etc.) carried at the authorities’ request:

a) Shunting of Container within the sea port for the purpose of inspection includes the following operations:

- arrangement of conveyance of Container to the inspection zone and back from it,
- arrangement of packing/unpacking of the Cargo,
- arrangement of Cargo weighing.

5.6.2. Shunting of Container within the sea port initiated by the MERCHANT for commercial purposes:

a) Shunting of Container within the sea port for the purpose of examination of Container includes:

- conveyance of Container to the examination zone and arrangement of movement back to the stacks;
- opening/closing of the Container doors for the purpose of Cargo examination.

b) Shunting of Container within the sea port for the purpose of weighing of Container includes:

- conveyance of the container,
- weighing operations of the Container.

c) Shunting of Container within the sea port for the purpose of unpacking includes:

- conveyance of the Container to the zone of unpacking;
- unpacking of the Cargo;
- cleaning of Container from separation and lashing material.

d) Shunting of Container within the sea port for the purpose of repacking includes:

- conveyance of loaded and/or empty Container;
- Cargo operations (loading, unloading).

5.6.3. Emergency repacking of Reefer Container includes preparation of empty Reefer Container’s PTI (Pre-Trip Inspection i.e. procedure of testing of Reefer Container by authorized engineer of the Principal).

5.6.4. Tariffs in their current stand shall be sent upon request to the MERCHANT for information purposes only.

5.7. Changes in the Procedure of interaction with the MTO may be made subject to the MTO rules, Information letters of the CONTRACTOR and instructions in tariffs. In this case, changes shall be made and shall become binding for the Parties to the Agreement from the date specified in the relevant document.

6. COMPLIANCE OF THE MERCHANT’S ACTIVITY WITH THE LEGISLATION IN FORCE AND APPLICABLE MEASURES (HEREINAFTER – COMPLIANCE)

- 6.1.** The system of Compliance of MSC RUS, LLC is a complex of elements of corporate culture, organization structure, internal statutory documents of MSC RUS, LLC, ensuring strict observation of Compliance principles by the employees of MSC RUS, LLC, regardless of the position occupied. The priority purpose of the MSC RUS, LLC's Compliance system is the securing of countermeasures against corruption in any of its forms (including bribery, corrupt business practices, use of official capacity against legal interests of MSC RUS, LLC, the State). The principles of compliance are:
- 6.1.1.** strict compliance with the legislation in force, as well as internal statutory documents and regulatory documents;
 - 6.1.2.** development and realization of measures aiming to the reduction of compliance risks, i.e. risks of illegal behavior that may prejudice the reputation, cause economic loss or result in other negative impact for MSC RUS, LLC and its contractors;
 - 6.1.3.** development of systems of internal control in the activity areas with high compliance risks;
 - 6.1.4.** ensuring observation of Compliance principles by the contractors in realization of contract relations with MSC RUS, LLC and its structural subdivisions;
 - 6.1.5.** revealing and regulation of conflict of interests, including potential conflicts;
 - 6.1.6.** provision of possibility to inform confidentially about the potential breaches of Compliance standards to employees of MSC RUS, LLC and third parties;
 - 6.1.7.** use of principle of inevitability of measures on disciplinary responsibility in case of breach of Compliance standards by the employees of MSC RUS, LLC.
- 6.2.** Compliance standards ensuring observation of Compliance principles by the employees of MSC RUS, LLC and business partners of MSC RUS, LLC are established by the statutory and regulatory documents of MSC RUS, LLC.
- 6.3.** MSC RUS, LLC is established for the purpose of performance of legitimate economic activity and not for any illegal purpose and has only legitimate sources of financing.
- 6.4.** MSC RUS, LLC is not an entity related to the State and has no public officials, being its executive officers, employees or direct or indirect owners. MSC RUS, LLC undertakes to inform immediately in written form about all cases when a public official becomes an executive officer or employee of MSC RUS, LLC or acquires a direct or indirect participation interest in MSC RUS, LLC.
- 6.5.** The CUSTOMER is obliged to comply with the terms specified in this section VI, including, without limitation, to provide information similar to information specified in cl. 6.4. of these Regulations, in relation to the CUSTOMER and his/her officers, employees or direct or indirect owners, including to ensure observance of these terms by all affiliated individuals and legal entities acting in fulfilment of contractual relations between the CUSTOMER and the CONTRACTOR, including, without limitation, owners, directors, officers, employees and agents of the CUSTOMER.

7. PERSONAL DATA AND ITS USE.

- 7.1.** By contracting with MSC RUS, LLC, the MERCHANT grants MSC RUS, LLC his consent on the processing of personal official data provided at the registration and/or at the conclusion of the contract, as well as provided by the MERCHANT in his Personal account, that is – family name, name, patronymic, country of registration/ individual registration number (ID), telephone number, personal e-mail, scanned passport copy, other contacts and details of the natural persons performing the registration.

- 7.2. The processing of personal data covers the record, systematization, accumulation, storage, specification (renewal, amendment), extracting, use, transfer (distribution, provision, access), for the processing of which the consent of the MERCHANT is needed in accordance with the Federal law dated 27.07.2006 No. 152-FL of the Russian Federation, art.3 (1-4), art.6.1. (1;5).
- 7.3. The MERCHANT may at any time withdraw its consent to the processing of personal data by directing a addressing a written notification to MSC RUS, LLC to the address identified by the User Agreement, by means of registered mail with return receipt. Such withdrawal of consent leads to a termination of contract between the MERCHANT and MSC RUS, LLC.
- 7.4. The MERCHANT grants its consent to the receipt of informational letters to his e-mail address indicated by the MERCHANT at the registration or in the company details indicated in the contract with MSC RUS, LLC.
- 7.5. The consent to the receipt of informational letters from the Personal account can be withdrawn by the MERCHANT at any time by means of editing contact information in the MERCHANT's Personal account. After the receipt of such notification MSC RUS, LLC will stop sending messages with informational materials to the e-mail addresses indicated in the MERCHANT's Personal account.
- 7.6. The MERCHANT undertakes to inform its employees (forwarders, agents, subcontractors) about the processing of their personal details by MSC RUS, LLC, as well as the duty to obtain a duly executed consent of the indicated persons to the processing of their personal details.

8. APPLICATION OF AN ELECTRONIC DOCUMENT FLOW

8.1. Used terms and definitions:

- Electronic document flow shall have a meaning of an electronic document management system, where all electronic documents are created, transmitted and stored with the help of information and communication technologies on computers united in a network structure.
- Electronic document (hereinafter also referred to as ED) shall have a meaning of a documented information provided in electronic form, i.e. in the form that is suitable for comprehension by people with the help of electronic computing machines, as well as for transmitting via information and telecommunication networks or processing in information systems.
- CA - Certification authority - shall have a meaning of a legal entity, an individual entrepreneur or a public body or a local government body performing functions on generation and issuance of electronic signature verification key certificates and other functions provided for by Federal Law dated 06.04.2011 No. 63-Φ3 On Electronic Signature.
- ES - Electronic Signature - shall have a meaning of information in electronic form which is attached to the other information in electronic form (to the information being signed) or in other way related to such information that is used to identify the person signing the information (electronic document). There are simple and enhanced electronic signatures.
- Enhanced non-qualified electronic signature (hereinafter - NQES) is an enhanced electronic signature type, which: is obtained as a result of a cryptographic transformation of data using an electronic signature key; allows to identify the person signing the ED; allows to detect the fact of making changes into the ED after signature hereof; is created with the help of ES means.
- Enhanced qualified electronic signature (hereinafter also referred to as QES) shall have a meaning of an electronic signature, which has all features of a non-qualified electronic signature and the following additional features:
 - electronic signature verification key is specified in the qualified certificate;
 - the electronic signature means having confirmation of compliance with requirements of Federal Law dated 06.04.2011 No. 63-Φ3 On Electronic Signature shall be used for generation and verification of the electronic signature.
- CIPF shall have a meaning of cryptographic information protection facilities
- Signed electronic document (hereinafter -SED) shall have a meaning of an electronic document with an attached electronic signature, which was generated subject to the ED and an electronic signature key.

- Electronic signature verification key certificate (hereinafter - Certificate) shall have a meaning of an electronic document or a paper document issued by the certification authority or a trusted person of the certification authority and confirming the ownership of the electronic signature verification key by the owner of the electronic signature verification key certificate. It is also called a public key certificate. The certificate contains a unique number, a start date and end date of the validity period, information on the owner, used cryptographic algorithms, the restrictions on the use, the ES unique verification key, the name of the CA issuing the certificate and other information. The certificate has its own ES created by a certificate authority.
- The owner of the electronic signature verification key certificate (hereinafter - Certificate owner) is the person, to whom the electronic signature verification key certificate is issued. Information on the owner must be contained in the certificate.
- Electronic signature key shall have a meaning of a unique sequence of characters designed for generation of the ES. It is also called a privacy key.
- Electronic signature verification key shall have a meaning of a unique sequence of characters, which is uniquely associated with an electronic signature key and is designed for the ES verification (hereinafter - ES verification). It is also called a public key. The value of the electronic signature verification key can be found in the certificate.
- Electronic signature means (hereinafter - ES means) shall have a meaning of means of encryption (cryptographics) used to implement at least one of the following functions: ES generation, ES verification, ES key creation and ES verification key creation.
- Certification authority means shall have a meaning of software and (or) hardware used to implement functions of the certification authority.
- CA root certificate shall have a meaning of a certificate issued by the certification authority to itself and which is self-signed. All other certificates issued by this CA shall be signed with the ES key of this root certificate. In the concept of the public key infrastructure: in case there is trust to the CA root certificate, then automatically there is trust to all certificates issued by this CA and signed by the ES key of this root certificate. Typically, the CA has only one root certificate.
- CA intermediate certificate shall have a meaning of a certificate which ES key was used to sign another certificate, and the certificate itself was signed with the ES key of the CA root certificate or another intermediate certificate of this CA. Intermediate certificates allow you to build a wide hierarchical structure of certificates of the CA.
- Self-signed certificate shall have a meaning of a certificate, which is signed with the ES key corresponding to the ES verification key from this certificate. The certificate issuer fields contain the same data as the certificate owner fields.
- ES generation shall have a meaning of a result of work of the ES means in the course of ES creation, which produces a sequence of data bits of the fixed length after cryptographic transformation of the electronic document to the hash and hash encryption by the electronic signature key. Length of the name of the hashing and encryption algorithms is specified in the certificate.
- Confirmation of the authenticity of the ES in the SED shall have a meaning of a positive result of the work of the ES means in the course of ES verification. The result of work is considered positive, in case the value, which is equal to the hash of the electronic document received using the corresponding cryptographic algorithm set in the certificate, is received after de-encryption of the ES by means of the ES verification key using the cryptographic algorithm set in the certificate.
- Hash shall have a meaning of a result of the hashing function, which converts the input data array of random length into the output bit string of the fixed length.
- Electronic document flow participants shall have a meaning of persons involved in the exchange of information in electronic form within the framework of this Agreement.
- Compromise of the ES key shall have a meaning of a breach of confidentiality of the ES key, when the value of the privacy key becomes known to the person who is not the certificate owner.
- General Contract shall have a meaning of a Contract on information technology cooperation when implementing transfers of individuals without opening an account.
- System shall have a meaning of a set of software and hardware means, which enables the electronic document flow between the Operator and the Counterparty under this Agreement. The System includes ES means and provides for the ED preparation, the generation of ES, the receipt, transmission, and processing of SED using the computer facilities of each of the Parties. Data transfer in the System is implemented via the Internet.
- Certificate revocation list (hereinafter - CRL) shall have a meaning of a list containing the serial numbers of certificates, which have been revoked by the issuing CA and which are no longer trusted. Certificates are added to the CRL after notification of compromise of the ES key.
- Expert Commission shall have a meaning of a Commission created by the Parties to resolve disputes

arising from the exchange of SED.

8.2. The Parties may use the secure electronic document flow free of charge in electronic form using by the CIPF of the Crypto-Pro software complex with encryption and ES functions.

8.3. The Parties shall recognize electronic documents certified by the ES as legally equivalent to documents in hard copy certified by the appropriate signatures and seals of the Parties, in case of compliance with requirements of Federal Law dated 06.04.2011 No. 63-Φ3 On Electronic Signature.

8.4. The Parties shall ensure confidentiality and security of personal data in accordance with Federal Law dated 27.07.2006 No. 152-Φ3 On Personal Data and Federal Law dated 27.07.2006 No. 149-Φ3 On Information, Information Technologies and Protection of Information.

8.5. The Parties acknowledge that the use of the CIPF, which implement encryption and the ES, is sufficient to ensure the confidentiality of information interaction between the Parties, protection from unauthorized access and security of information processing, and for confirmation that:

- the electronic document comes from the Party, which transferred it (confirmation of authorship of the document);
- the electronic document did not undergo any changes at information interaction of the Parties (confirmation of integrity and authenticity of the document), in case of a positive result of the ES verification;
- the fact of delivery of an electronic document is the generation by the receiving Party of a receipt on delivery of an electronic document.

8.6. Technical conditions:

8.6.1. Acquisition, installation and operation of the software, communication channels and the CIPF with functions of ES is performed at the expense of the Parties and using their technical capabilities.

8.6.2. Manufacture and certification of encryption keys and ES are performed by the CA of each Party.

8.6.3. Electronic documents, except for contracts and documents, which are part thereof and which are transmitted under this Agreement, must be signed with an enhanced non-qualified electronic signature. Contracts and documents, which are part thereof, must be signed with an enhanced qualified electronic signature.

8.6.4. Types of electronic documents transferred to another Party: an agreement, a supplementary agreement, an annex, a bill, an invoice, a certificate of services rendered/works provided, a reconciliation report, a waybill, a consignment note and a universal transfer document.

8.6.5. Exchange by any other ED in the System shall not be the basis for occurrence of obligations for the Parties under the Agreement.

8.6.6. SED shall generate obligations of the Parties established by the Agreement and the General Contract, in case it is duly executed and signed by the transferring party and received, verified and accepted for processing in accordance with the established procedure by the receiving party.

8.6.7. This agreement shall apply only to protection of information in the SED during transfer via open communication channels. Other requirements for information protection shall be fulfilled by the Parties independently subject to requirements of the current legislation and requirements of internal regulations of the Parties.

8.6.8. Transfer of SED shall be performed through the System between the Parties by sending e-mails via the Internet.

8.6.9. The parties shall be connected to the Internet independently and it is not a subject matter of the agreement.

8.7. General Principles of Electronic document flow:

8.7.1. Each of the Parties shall apply its own ES key when signing the ED and the ES verification key of the other party recorded in the ES verification key certificates when checking the signature.

8.7.2. The Parties shall exchange certificates, which will be used when generating the ES.

8.7.3. The Parties may use self-signed certificates and certificates signed by another key of the ES for electronic document flow.

8.7.4. In case a non-self-signed certificate issued by the CA is used for document flow, the Parties shall also exchange CA root certificates and, if any, CA intermediate certificates.

8.7.5. Before start of work, the Parties shall check their ES means and verify the ES authenticity with their help.

8.7.6. The Parties acknowledge that:

- making changes to the SED shall create a negative result for ES verification;
- faking of the ES is not possible without an owner ES key;
- each party is responsible for the safety of its ES key and for actions of its personnel when using ES means;
- legal significance of the SED comes into force when the SED is received via the System by the receiving party and recorded in the log.

8.7.7. ES means shall be integrated to the System. The Parties shall recognize these means as sufficient to sign the ED and verify the ES authenticity in the SED.

8.7.8. The structure of ES means of the System includes the Crypto-Pro software, which provides the user with an interface for performing cryptographic operations of encryption and de-encryption of data, signing data and

verifying correctness of the signature, i.e. the means of electronic signature.

8.8. Obligations of the Parties when using the Electronic Document Flow:

8.8.1. To independently complete the System with the necessary software and hardware and the system-wide software.

8.8.2. To appoint persons responsible for working with the System and notify the other Party thereof.

8.8.3. To appoint a Security administrator responsible for generation, registration, exchange and safety of keys used in the System, for protection against unauthorized access and for maintaining the ES means of the System in operation condition.

8.8.4. To perform exchange of certificates.

8.8.5. To timely perform the scheduled replacement of ES keys and relevant certificates of ES verification keys in accordance with the CA rules and (or) the current legislation.

8.8.6. To immediately inform the other Party on all cases of loss, theft, unauthorized use of ES keys, provided that the work in the System will be suspended until an unscheduled replacement of keys is performed.

8.8.7. To assume all risks associated with operation of their equipment and communication channels.

8.8.8. To maintain in operation condition, at their own expense, the software and hardware complexes included in the System and ensuring the operability of computers and communications equipment, which provide the electronic document flow.

8.8.9. To timely (at least three days prior) notify each other on any change in their actual location, network address on the Internet and on any change in other details, which are essential for determining the legal status and identification of the Parties and fulfilment of obligations under the Agreement.

8.8.10. Not to take actions, which may do damage to the other Party due to the use of the System.

8.8.11. To timely inform (via email and/or by phone) the other Party on all technical malfunctions or other circumstances that make the electronic document flow impossible.

8.8.12. In case of detection of possible threats to security, the Parties undertake to inform each other of such threats with a purpose of concerted measures to neutralize them.

8.8.13. To strictly comply with the requirements of the technical and operational documentation for the System software and hardware equipment.

8.8.14. To develop and implement measures to ensure the confidentiality, integrity and security of the System software, SED to be transferred, event logs, valid key information and password information used to access the System.

8.8.15. To organize the internal mode of functioning of the workplace of the responsible person to exclude possibility of using the System by persons, who do not have the admission to work with it, and also to exclude possibility to use the ES means by persons, who are not authorized to do it.

8.8.16. To ensure the confidentiality of information concerning the technology of protection of information used in the exchange of ED between the Parties, except cases stipulated by the current legislation of the Russian Federation.

8.8.17. To maintain the system time of the System hardware and software according to the current astronomical time with an accuracy of up to five minutes. The Parties shall recognize the GMT Moscow time as a single time scale.

8.8.18. To exchange ED, which do not contain computer viruses and (or) other malicious programs.

8.8.19. To send to the other party and to ensure acceptance from the other party of the SED with control of integrity and authorship in cases and within the terms established by the Agreement and (or) the General Contract.

8.8.20. To accept ED for execution within the terms established by the Agreement and (or) the General Contract, in case the ED has been received through the System, signed by the NQES and the ES has been successfully verified.

8.8.21. To be guided by requirements of the legislation of the Russian Federation and the terms of the Agreement and the Regulations when performing operations subject to ED received through the System.

8.8.22. The Parties shall arrange for archive storage of SED for the duration of validity of the equivalent documents issued on paper.

8.9. The Parties are entitled to:

8.9.1. Limit and suspend the use of the System in case of improper execution of the Agreement by the other Party by notification no later than on the day of the suspension and at the request of the competent authorities, in the cases and in the manner prescribed by the legislation of the Russian Federation.

8.9.2. Change the software and hardware means of the System with notifying the other party no less than two business days prior to such change.

8.9.3. Shut down the System due to technical reasons until its functionality is restored.

8.9.4. Implement planned replacement of the ES key, the ES verification key and the ES verification key certificate on their initiative with sending an advance notice to the other Party no less than two business days prior to such procedure.

8.10. Liability of the Parties and the Risks of Loss when using the Electronic Document Flow:

- 8.10.1.** The Parties shall be liable for the contents of any SED provided that the ES authenticity has been verified.
- 8.10.2.** The Parties shall be liable for confidentiality and proper use of the ES keys.
- 8.10.3.** The Party committed the ES key compromise shall be liable for the ED signed with the compromised ES key up until the moment of the official notification of cancellation (withdrawal) of the relevant certificate and the specific documents signed by the specified key.
- 8.10.4.** The Party, which reported the loss or the fact of compromise of the ES key in untimely manner, shall bear the associated risks.
- 8.10.5.** In case of any loss, the Party, which has not fulfilled (or has not properly fulfilled), shall be held liable to the other Party for the resulting damages. In the absence of evidence of the Parties' failure to fulfil (improper fulfilment) obligations, the risk of losses shall be attributed to the Party, which ES was used to sign the ED, execution of which has resulted in the loss.
- 8.10.6.** In case the proper execution of the ED results in the damage for any third parties, the liability shall be attributed to the Party, by which ES the ED has been signed.
- 8.10.7.** In case one of the Parties makes a claim to the other Party on any electronic document, provided that the other Party confirms the fact of receipt of such document, and the other Party cannot submit the disputed electronic document, the Party, which did not submit the disputed document, shall be found guilty.
- 8.10.8.** The Parties shall be relieved from any liability for partial or complete non-fulfilment of their obligations hereunder, in case it is the consequence of force majeure due to extraordinary events, which could not be foreseen or prevented by reasonable measures. The Party shall promptly notify the other Party on occurrence and termination of the force majeure preventing performance of obligations, and the terms of fulfilment of obligations shall be postponed in proportion to the time, during which such circumstances were taking place.
- 8.10.9.** In case of termination of the Agreement for any reason, the Parties shall bear liability for obligations arising prior to termination hereof, in accordance with Russian legislation.
- 8.11.** Procedure of generation of the ES key, the ES verification key, key certificates, the ES verification, its use and transfer:
- 8.11.1.** The ES key, the ES verification key and the relevant ES verification key certificate shall be created by the ES means of the Parties or purchased from third party organizations.
- 8.11.2.** The used certificates and lists of revoked certificates must comply with Crypto-Pro GOST R 34.10-2012 Cryptographic Service Provider format described in GOST R 34.10-2012 Specification.
- 8.11.3.** The certificate must have the following parameters:
- signature algorithm - GR 34.10-2012 256;
 - key length – 512 bits;
 - hash algorithm - GR 34.11-2012 256;
 - validity – 1 year.
- 8.11.4.** In the subject field of the certificate you must enter the following information:
- CN = Full name of the responsible employee, or name of the organization, or pseudonym;
 - E = email, which matches the email used to send the ED;
 - OU = name of the organisation unit;
 - O = organization name;
 - L = city of location of the organization;
 - C = country code (for example, for Russia C = RU).
- Other fields of the certificate can be filled, if desired.
- 8.11.5.** Certificates used to generate the NQES must have attributes of extended use of the Client Authentication key (1.3.6.1.5.5.7.3.2) and Secure Email (1.3.6.1.5.5.7.3.4).
- 8.11.6.** Certificates used to generate the QES must have attributes of extended use of the Client Authentication key (1.3.6.1.5.5.7.3.2) and Secure Email (1.3.6.1.5.5.7.3.4).
- 8.11.7.** Certificates must have an entry with the information on a point of distributing the list of revoked certificates available via HTTP on the Internet.
- 8.11.8.** The certification authority must add revoked certificates to the CRL within 1 (One) business day and publish a new CRL on the Internet upon each adding.
- 8.11.9.** The certificate authority, which is used to issue certificates, must comply with all requirements for non-accredited certification authorities established by Federal Law dated 06.04.2011 No. 63-Φ3 On Electronic Signature.
- 8.11.10.** The Parties shall exchange the following certificates:
- the CA root certificate (if any);
 - intermediate certificates (if any);
 - the certificate, which will be used to sign the ED in the System.
- 8.11.11.** The certificate file must be in X.509 format (Base64 or DER encoding, .cer file extension) or PKCS # 7 (.p7b file extension).
- 8.11.12.** Certificate files shall be transmitted to the other Party via e-mail or via the System, if it is already operating.

8.11.13. The root certificate (or a self-signed certificate, in case of its absence) shall be printed by the Parties in hard copy, signed by the responsible person with the corporate seal and sent to the other Party by courier or transferred by the Parties to each other when signing this Agreement.

8.11.14. The Parties shall take all necessary measures to preserve confidentiality of the ES keys.

8.11.15. The System must verify the following by the ES means for each received SED:

- authenticity of ES for this SED;
- the fact that the date of generating the ES is in the interval from the date of commencement of the certificate to the date of its expiration;
- correctness of the certificate used to generate the ES;
- correctness of the chain of issuance of certificates from the certificate used for signature to the root one;
- compliance with requirements for limiting the use of the certificate recorded in such certificate;
- absence of the certificate used in the list of revoked certificates of the Party, which issued the certificate.

8.11.16. In case of planned replacement of the ES verification key certificate, the Party shall generate new keys and the relevant certificate and send the certificate file to the other Party via e-mail or through the System.

8.11.17. When the ES key, which is used to generate the NCES in the SED, is compromised (or there is a reasonable suspicion of any such compromise), the Party must:

- stop transmission of the SED in the System and immediately (or within __ hours, if it is impossible) notify the other Party on a fact of compromise of the certificate;
- generate a new ES key and the ES verification key and issue a new ES verification key certificate to the CA;
- transfer a file with a new certificate to the other Party;
- enter the serial number of the compromised certificate into the list of revoked certificates of the CA and publish a new CRL;
- restore the System in coordination with the other Party.

8.11.18. In case of compromise of the root ES key and (or) the intermediate ES key of the certification authority, the Party shall perform actions specified in the previous clause and any other actions according to its the regulatory documentation.

8.11.19. The use of Electronic Document Flow under the terms of this Regulations shall indicate the exchange of certificates.

8.12. Resolution of disputes related to the ED verification:

8.12.1. Any disputes between the Parties, the subject of which is the authentication verification, i.e. verification of text integrity and authenticity of the sender of the ED, are forwarded for resolution to the especially created Expert Committee.

8.12.2. Expert Committee shall be convened on the basis of a written application (claim) from any of the Parties. In the application, the Party shall specify details of the contested SED and the persons authorized to represent the Party's interests on the Expert Committee.

8.12.3. The Parties shall set the date, location and time for the beginning of work of the Expert Committee and determine, which Party will provide the personal computer and will configure the ES means, not later than 5 (Five) business days from the moment of receipt by the other Party of the application (claim).

8.12.4. Powers of the members of the Expert Committee shall be confirmed by powers of attorney.

8.12.5. Membership of the Expert Commission shall be formed in equal proportions from the representatives of the Parties.

8.12.6. Examination of the contested ED shall be performed in the presence of all the members of the Expert Committee.

8.12.7. Examination shall be performed in four stages:

1st stage: The Parties shall jointly establish, configure and test the ES means.

2nd stage: The Parties shall provide their copy of the ES verification key certificate used to generate the NCES of the contested SED and the root and intermediate CA certificates.

3rd stage: The Expert Committee, with the help of ES means, shall receive the ES verification keys from the certificates provided by the Parties and compare them with the relevant keys from the certificates transferred to the Parties. Certificates, which ES verification keys matched, shall be recognized as authentic. The root certificate earlier submitted in paper shall be also compared with the provided certificate. The Expert Committee, with the help of the ES means, shall verify whether the ES verification key certificate used to sign the contested SED was released using the root and intermediate ES key of the CA.

4th stage: Verification of correctness of the ES under the contested document provided by the receiving Party shall be checked using the certificate of the receiving Party, the authenticity of which was confirmed as mentioned above.

8.12.8. Confirmation of the authenticity of the contested SED shall be the simultaneous presence of the following conditions:

- verification of authenticity of ES of the contested ED gave positive result;
- the ownership of the ES verification key certificate used to verify the authenticity of the ES in the contested ED

was confirmed;

- the ED was generated in the System and transferred for processing in accordance with provisions of this Regulations.

8.12.9. Results of the examination shall be drawn in the form of a written report - Act of the Expert Committee signed by all members of the Expert Committee. The Act shall be drawn up immediately upon completion of the third stage of the examination. The Act shall contain the results of all stages of the performed examination and all essential requisites of the contested SED. The Act shall be drawn up in two copies - one for each Party. The Act of the Committee is final and not subject to revision.

8.12.10. Confirmation of authenticity of the ES in the contested SED recorded in the Act will mean that the SED has legal effect and entails the rights and obligations for the Parties established in the Agreement and the Regulations. Non-confirmation of authenticity of the ES in the contested SED recorded in the Act will mean that the SED has no legal effect and does not entail the rights and obligations for the Parties established in the Agreement and the Regulations.

8.12.11. The Parties recognize that the Act drawn up by the Expert Committee shall be binding for the Parties and can serve as evidence in further litigation in the court.

8.13. Procedure of replacement of encryption keys and the ES:

The procedure for issuance, replacement of encryption keys and the ES, ES key certificates, including in cases of compromise thereof, shall be determined for the Parties in accordance with the regulations of the CA of the communicating Parties.

The text of the MSC RUS, LLC Agency Terms and Conditions shall be maintained by MSC RUS, LLC in English and Russian.

In the event of any conflict between the English and Russian versions, the latter version shall prevail and be considered as the official one.

MSC RUS, LLC shall have no liability for any incorrect or inaccurate translation of the Russian version nor for any damage incurred as a result of the mistranslation.

APPROVED BY

Director of Mediterranean Shipping Company Rus LLC

_____ **A.Yu. Nazarov**

January 01, 2019

Annex No. 1 to the Regulations on rendering services of Mediterranean Shipping Company Rus LLC

MSC BOOKING REQUEST FORM (CUSTOMER’S/SHIPPER’S INSTRUCTIONS)

Booking Party legal name, TIN			
Booking party legal address			
Booking Party Contact Name			
Shipper’s legal name, address, ID)*			
Port of Loading			
Consignee (legal name, address, ID)			
Port of Discharge			
Place of Delivery (for door deliveries)			
Special routing if any (provided this has already been confirmed by the Carrier)			
Container Equipment Particulars	Quantity	Size & Type	Temperature settings & Other Requirements
Container Equipment payload (gross weight) *			
Detailed Cargo description			
Preferable DEPOT for empty pick-up (region, city, terminal)			
Date of empty pick-up			
Place of Cargo stuffing (city, terminal)			
Estimated Container Equipment gate-in date			
Expected Sailing Date (preferable feeder details)			
Type of delivery to the port (truck, rail)			
Date of Booking Order submission			

* *Optional*

CUSTOMER’S (Shipper’s) Signature

_____ / _____ / _____

L.S.