



MSC RUSSIA TERMS AND CONDITIONS

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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 “CARRIER.”).

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 THE LOCAL AGENCY TERMS AND CONDITIONS AT THE PORTS OF LOADING, TRANSSHIPMENT AND DISCHARGE.

THE PRESENT DOCUMENT (HEREIN AFTER “THE CONDITIONS”) IS COMPULSORILY APPLICABLE TO ANY LEGAL ENTITIE (HEREAFTER “MERCHANT”), ENTERING INTO LEGAL RELATIONS WITH MSC RUS, LLC, IN CASE OF PROVISION OF FINANCIAL SERVICES ON COLLECTION OF CHARGES DUE TO MSC MEDITERRANEAN SHIPPING COMPANY S.A. OF GENEVA, SWITZERLAND AS PRINCIPAL, AS WELL AS FINANCIAL AND OTHER SERVICES PROVIDED BEING NOMINATED BY THE MERCHANT AS FORWARDER UNDER A FREIGHT-FORWARDING AGREEMENT FOR INTERNATIONAL CARRIAGE.

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.
- **“Carrier” (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 MSC RUS, LLC.
- **“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. The form of the Booking for submission is defined in [Annex No.1](#) to the present Agency T&C. Booking Order is confirmed upon a receipt of a Booking Confirmation by the Merchant.
- **“Bill of Lading” & “Sea Waybill”** – Bill of Lading is the Carries Cargo Receipt & document issued by the Carrier in respect to any contract of international carriage of goods by sea or multimodal and encompassing the Terms and Conditions of MSC as uploaded and freely accessible to the Carrier’s Internet Website at address: <https://www.msc.com/rus/contract-of-carriage>, also being the document of title. Sea Waybill has the same documentary function issued by Carrier as a Cargo Receipt & in respect of any contract of international carriage not being document of title.
- **“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 Carrier in all ports of call of the Carrier in the zone of MSC RUS, LLC’s responsibility.

- **“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;
- **“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.
- **“Container Heavy Tested“** - container with a special payload (typically, maximum cargo weight: 28 tons for a 20’ and 30 tons for 40’ CE) and in compliance with container VGM according to SOLAS.
- **“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 MSC RUS, LLC 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.mschrussia.ru
- **“Authorization”**- account data input of website user – login/password – into a special field of the website.
- **“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 MERCHANT shall be liable for cargo weight declaration and vgm compliance, submission's deadline.

All VGM must be submitted electronically or transmitted to MSC prior loading, failing which containers will not be planned on the scheduled vessel. All costs, consequences shall be on Shipper's account for any delay in submitting VGM, non-submission of VGM and/or for any noncompliance to VGM statutory guidelines.

MSC does not permit its Containers to be used in any manner whatsoever to lift, load, move or carry cargoes that:

- a. are wrongly declared, or
- b. weigh in excess of the VGM or commercial / manifest weight declared, or
- c. weigh in excess of the payload of the equipment.

Should MSC be made aware, prior or during carriage, that its Containers have been used in breach of any of the above prohibitions, the container(s) concerned may be refused for loading, kept onboard for return to origin, discharged at the next convenient port and/or corrective measures such as, but not limited to, restuffing into other containers may be taken at MSC' sole discretion and at the Merchant's sole risks and expenses.

Merchant shall be liable towards MSC and its agents for all losses, claims, fines, demands, suits and actions of any kind whatsoever including in respect of death and personal injury, legal and court expenses, whether directly or indirectly resulting from or connected to such unauthorized use of the MSC's Containers. Any extra work generated due to a breach of any of the above prohibitions shall give rise to an ad hoc surcharge and MSC reserves its rights to exercise its lien over the infringing cargo and/or any other cargo carried on behalf of the Merchant until the costs due to MSC, including surcharge, have been fully paid.

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:

- 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;
- the necessary package of original Bills of lading duly endorsed;
- 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;
- 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;
- 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:

- the insurance company shall have a reliability rating not less than A according to the rating "Expert RA";
- types of risks – all category "A" risks;
- object of insurance – portable equipment (Container) or analogical in the meaning;
- all the container numbers shall be listed in the Insurance Certificate or in the notice of the MERCHANT;
- 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;
- the insurance certificate shall indicate Mediterranean Shipping Company S.A. (Geneva) or Mediterranean Shipping Company Rus, LLC as the beneficiary;
- 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:

- take delivery of the Cargo within the time provided in the Carrier's applicable tariff referred to in Clause 3 of the MSC Bill of Lading and Sea Waybill Terms and Conditions; shall the MERCHANT fail to take delivery of the Cargo within ten (10) days of the delivery becoming due to abovementioned, such delay shall be considered as unreasonable in the meaning of the clause 20 of the MSC Bill of Lading and Sea Waybill Terms and Conditions and the Carrier or MSC RUS, LLC shall not thereafter have any further responsibilities or liability in respect of these Cargo; If, whether by act or omission, the MERCHANT directly or indirectly prevents, delay or hinder the discharge or the delivery of the Cargo, any costs, expenses or liability so resulting shall be for its full and sole account;
- 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;
- 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;
- coordinate and agree with MSC RUS, LLC in advance the taking of the Container/Cargo into the warehouse;
- 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;
- independently familiarize oneself with MSC RUS, LLC's instructions for the turn-back of the Container;
- inform MSC RUS, LLC 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 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;
- 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;
- 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;

- 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);
- 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:

- stuff and secure the Goods within the Container in a manner fit for a safe sea and land carriage;
- 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;
- 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; i.e. 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 M SC RUS LLC or the Carrier in connection with such application of improper labels;
- 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 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;
- 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;
- 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 carriage by sea as well as land transport, with closed and sealed doors, and it is customs cleared in the respect of all export procedures;
- 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, 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, 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 and/or other means specifically agreed between the Parties.

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 true data due to local rules & restrictions.

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 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;
- 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:

- 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;
- 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

- 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;
- copies of transport documents with designated places of discharge (destination place) that are in the territory of an other 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 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;
- 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:

- 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;
- 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 ensure that the maximum payload complies with all country-specific legal regulations or requirements at origin, in the transit countries and at destination. It is expressly reminded that overstuffing of containers is not permitted by Law and may result in severe injuries and casualties for which the MERCHANT will be held fully liable. In the event of heavy tested container as mentioned in clause 2.3.1., the MERCHANT shall check upon receipt, and not later, that the unit complies with the requested special payload.

2.3.7. The Verification of actual Container Weight (VGM) is mandatory as per the SOLAS Convention (Safety of Life at Sea) and must be obtained on-shore from certified authorities and provided by the MERCHANT to the vessel operator and the port terminal facility not later than 3 working days prior to the vessel loading process(VGM cut off). Neither the Carrier nor MSC RUS, LLC shall be responsible for any costs linked the declaration of incorrect container weights mentioned in MERCHANTS documents or instructions.

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. 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. Shipping documents are issued on behalf of the Carrier immediately upon receipt of loading confirmation and kept at MERCHANT's disposition at the MSC RUS, LLC or other Carrier's Agents local office. Transfer and dispatch of such documents (by registered mail or courier) will only be effected upon receipt of the MERCHANT's written order confirmation and at his sole risk, expense and responsibility and shall be deemed remitted to the MERCHANT upon 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. When providing services on railway and auto delivery MSC RUS, LLC has the right:

- to engage third parties into the service chain;
- to change routes of Cargo transportation unilaterally, having notified the MERCHANT on corresponding changes;
- in case of emergency and in case of no possibility to inform the MERCHANT in the aim of avoidance or mitigation of additional costs & for ensuring Cargo safety, to act in interest of the MERCHANT without his direct order & to take actions also either agreed under any contract or present T&C or not, with further notification to MERCHANT about the circumstances, the measures taken and additional costs expected.

- 3.1.7.** MSC RUS, LLC bears responsibility for loss, shortage and damage (spoil) of freight only if loss, shortage and damage of Cargo came owing to failure to carry out or negligent execution by MSC RUS, LLC of its obligations in the timeframes beginning from MSC RUS, LLC Cargo receipt& ending when Cargo delivered to the MERCHANT. If MSC RUS, LLC proves that such failure is caused by improper execution of the corresponding transportation agreement, its responsibility before the MERCHANT is determined by the same rules by which the relevant carrier is obliged to MSC RUS, LLC, that is responsibility of MSC RUS, LLC arises in the presence of his fault and is limited to cargo cost limits.
- 3.1.8.** MSC RUS, LLC hereby declares that it bears no responsibility before the MERCHANT for the amount, quality & conditions of services, and for failure to provide the services by the subagents of the Carrier on the territory of Russian Federation. All requests, claims, recoveries or civil actions concerned with fail in providing or non-providing of sub agency service, should be addressed to the corresponding subagent. In case of such situations MSC RUS, LLC will provide its feasible assistance in the settlement process to the Merchant.
- 3.1.9.** In consideration of MSC RUS, LLC rendering services associated with cargo delivery by rail or road transport, the responsibility of MSC RUS, LLC is limited to rendering financial payment services (payment of railway tariff and railway carriers charges, road carriers fees as well as any fines and costs associated with railway and road transport at the request of the MERCHANT, and billed to the MSC RUS, LLC under its contracts with subcontractors hired to provide delivery services), necessary for the conclusion by the MERCHANT (or by parties indicated by the MERCHANT instructions) of a corresponding contract of rail or road carriage (transport consignment note (railway bill) /CMR) directly with the subcontractor.

Any claim, suit and dispute brought by the MERCHANT and the parties indicated by the MERCHANT instructions (in transport consignment note (railway bill) /CMR) arising from the contractual nature of the railway or auto transport carriage contract, and not related to financial and payment services of MSC RUS, LLC are presented by the MERCHANT or persons specified in the transport consignment note (railway bill /CMR) directly to the carrier, which is a party to the contract of carriage (consignment note (railway bill) /CMR).

- 3.1.10.** In consideration of Carrier issuing, at the MERCHANT's (booking party or the shipper's) request, Sea Waybill instead of Bill of Lading for the contract of carriage of the Cargo, the MERCHANT (booking party and the shipper) hereby indemnify the Carrier for all and any claims, losses, costs, expenses and liabilities of any nature whatsoever that arise in consequence of the use of a Sea Waybill instead of a Bill of Lading. The MERCHANT (booking party and the shipper) further undertake to ensure that the Consignee designated on the Sea Waybill receives a legible copy of, by fax or e-mail, and agrees to abide by, the terms, conditions, exceptions and limitations contained in the Carrier Sea Waybill as freely accessible under www.msc.com and to inform the Consignee that a formal letter of acceptance of the MSC Sea Waybill Terms and Conditions will be requested from him at destination prior to delivery, being made expressly clear that oversight from the Carrier or MSC RUS, LLC to obtain such a letter of acceptance prior release of the cargo shall not be deemed in any way as a waiver by the Carrier of its rights to rely upon, nor as a non-acceptation by the MERCHANT (including Consignee), of these Terms and Conditions.

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 and claim due indemnity for it following the principles established in the effective Contract 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 by sea and the Contract with the MERCHANT, including the remuneration of MSC RUS, LLC. This retention is performed at the MERCHANT's sole risk and any loss, expense or claim connected with the retention of Cargo will be for MERCHANT's account and shall extend 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. 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.** MSC RUS, LLC acting on behalf of & in the interest of the Carrier shall be entitled, without notice, to unpack the Cargo and/or to store the Cargo ashore, afloat, in the open or under cover, at the sole and entire risk of the MERCHANT and such storage shall constitute due delivery and the costs of such storage (if paid or payable by the Carrier or MSC RUS, LLC or any agent or sub-contractor of the Carrier) shall forthwith upon demand be paid by the MERCHANT to MSC RUS, LLC in the interest Carrier or directly to the latest.
- 3.2.7.** MSC RUS, LLC shall in all instance be entitled to receive due compensation of all charges, expenses and losses incurred above by way of sale of the retained Cargo, either under public or by private contract shall the MERCHANT refuse or abstain to pay the amounts due in excess of 2 months after such lien /retention has been notified to the MERCHANT. The Sale's proceeding shall be deducted from the amount due to MSC RUS, LLC or the Carrier without prejudice of their rights of recovery from any uncovered amount. The consent of the MERCHANT 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.** If the MERCHANT fails to comply with these provisions in 2.3.6., the MSC RUS, LLC in the name of the Carrier reserves the right to deal with such Goods, stopping the Goods in transit, discharging at the next port and/or repacking them and levying extra charges, and the MERCHANT is strictly liable to indemnify the Carrier for all costs, losses, delays, damages, fines, increased charges and any other consequences whatsoever arising.
- 3.2.9.** Any incident caused by the Cargo itself or by a mishandling of the container that necessitates an extra coordination and/or organization work will give rise to an extra coordination during supervision process charge (the Principal Fee for the Incident Supervision or LAF) to the MERCHANT.

MSC RUS, LLC, is duly entitled to charge the Principal's extra costs generated by the incident itself and the Principal Fee for the Incident Supervision in the amount specified by the Principal depending on the loss calculation.

The Principal Fee amount is calculated by MSC RUS, LLC based on Principal's instructions and is not subject to any revision or negotiation process. The MERCHANT is obliged to provide the payment of the Principal Fee for the Claim Settlement within 7 (seven) calendar days since the date of the invoice. The Fee is to be applied retrospectively to all the cases connected with investigation of problems with Cargo / Container beginning from the October 30, 2016 as a date of the problem discovery / as a vessel loading date under the Bill of Lading and follows the below tariff table:

WHEN	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

MSC RUS, LLC, acting as an Agent of the Principal is authorized to charge the Legal Administration Fee in any other legal currency locally and the basis for MSC RUS, LLC, invoicing will be based on the number of containers involved in the incident /casualty, not the number of containers listed on the Bill(s) of Lading.

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:
- 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. and clause 2.1.4. of the present Conditions;
 - 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;
 - the totality of all payments due to MSC RUS, LLC, the Principal, the Line as well as any costs accrued during the sea carriage and release of Cargo;
 - a Deposit of 300 000 (three hundred thousands) Rubles 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.
- 4.2. MSC RUS, LLC obligations under the Contract only starts after remittance to MSC RUS, LLC by the MERCHANT of the Deposit and payments specified in the clause 4.1 above. The MERCHANT must specify on its payment order the following in the field "Nature of payment": "Deposit for the Agreement # (indicate the number of agreement) dated (indicate the date of the agreement in force), including VAT", otherwise the sum received will be considered as advance payment. The advance payment is not a commercial credit.
- 4.3. The MERCHANT confirms the payment of the invoices by sending a scanned copy of official affectation confirmation before the removal of the Container from the terminal, with subsequent provision of the official affectation confirmation in original within 5 (five) calendar days from the moment of the e-mail confirmation.
- 4.4. In case of Termination of Contract by any of the parties and in absence of outstanding obligations of the MERCHANT, MSC RUS, LLC is obliged to return the Deposit in a period of 10 (ten) calendar days from the date of signature of the reconciliation report by both parties.
- 4.5. In case of Termination of Contract by any of the parties with outstanding obligations of the MERCHANT' side, MSC RUS, LLC has the right, on unilateral basis and without additional notice, to use the Deposit (or a part of it) to set off any amount still due by the MERCHANT, including possible obligations of the MERCHANT to pay penalties, charges and any other expenses stipulated by the Contract and the current Russian Federation's Law. The priority of repayment of obligations of the MERCHANT from the Deposit shall be established freely by MSC RUS, LLC being however agreed that MSC RUS, LLC remains obliged to return any remainder of the Deposit within 10 (ten) calendar days from the date of signature of the reconciliation report by both parties.

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:

- 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;
- 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:

- 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.
- 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:
- 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.
 - Shunting of Container within the sea port for the purpose of weighing of Container includes:
 - conveyance of the Container,
 - weighing of the Container.
 - 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.
 - 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:
- 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);
 - 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:
- 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;

- 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:

- 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) and take all necessary arrangements with the port administration and any relevant transport authorities, latest 24 hours prior the beginning of the discharge operations;
- 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:

- 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;
- 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:

- 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:

- 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.
- Shunting of Container within the sea port for the purpose of weighing of Container includes:
 - conveyance of the container,

- weighing operations of the Container.
- 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.
- 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.

6. COMPLIANCE OF THE MERCHANT'S ACTIVITY WITH THE LEGISLATION IN FORCE AND APPLICABLE MEASURES

- 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. The MERCHANT undertakes to observe the conditions determined by the present section VI, including ensuring the compliance with the designated conditions by all affiliated private persons and legal entities acting for performance of contractual relations between the MERCHANT and MSC RUS, LLC, including, without limitations, owners, directors, executive officers, employees and agents of the MERCHANT.
- 6.4. 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.
- 6.5. 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.

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.

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.

March, 01, 2017

БУКИНГ-ОРДЕР (ИНСТРУКЦИЯ КЛИЕНТА/ГРУЗОТПРАВИТЕЛЯ) В АДРЕС ЛИНИИ
MSC BOOKING REQUEST FORM (CUSTOMER'S/SHIPPER'S INSTRUCTIONS)

Наименование КЛИЕНТА, ИНН /Booking Party legal name, TIN			
Юридический адрес КЛИЕНТА /Booking party legal address, ID (optional)			
Контактное лицо КЛИЕНТА /Booking Party Contact Name			
Грузоотправитель (юр.наименование, адрес, идентификационный номер)* /Shipper's legal name, address, ID)*			
Порт погрузки /Port of Loading			
Грузополучатель (юр.наименование, адрес, идентификационный номер) /Consignee (legal name, address, ID)			
Порт выгрузки /Port of Discharge			
Пункт доставки (для дверных доставок) /Place of Delivery (for door deliveries)			
Спец.условия при наличии (предварительно подтвержденные Перевозчиком) /Special routing if any (provided this has already been confirmed by the Carrier)			
Технические параметры контейнерного оборудования / Container Equipment Particulars	Кол-во /Quantity	Типоразмер / Size & Type	Температурные характеристики и иные требования / Temperature settings & Other Requirements
Грузоподъёмность Контейнерного Оборудования (вес брутто) / Container Equipment payload *			
Детальное описание Груза /Detailed Cargo description			
Предпочтительное ДЕПО для забора порожних (регион, город, терминал) /Preferable DEPOT empty pick up (region, city, terminal)			
Дата забора порожнего / Date of empty pick-up			
Место затарки Груза (город, терминал) / Place of Cargo stuffing (city, terminal)			
Ожидаемая дата прибытия Контейнерного Оборудования на терминал в порту погрузки / Estimated Container Equipment gate-in date			
Ожидаемая дата отхода судна (название планируемого фидерного судна) / Expected Sailing Date (preferable feeder details)			
Вид доставки груза в порт (автотранспорт, железная дорога) / Type of delivery to the port (truck, rail)			
Дата составления букинг-ордера / Date of Booking Order submission			

**Не обязательно для заполнения / Optional*

Подпись КЛИЕНТА (Грузоотправителя)
/CUSTOMER's (Shipper's) Signature

_____ / _____

M.П./Stamp