SERVICE AGREEMENT No. \_\_\_\_\_\_\_

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| --- | --- |
| St. Petersburg | January \_\_\_, \_\_\_\_\_\_ |

**Expeditor Co., a Limited Liability Company** hereinafter referred to as the "**Contractor**", represented by Artem Andreevich Kotov, General Director, acting on the basis of the Charter, on the one part, and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, a **\_\_\_\_\_\_\_\_\_\_\_\_\_** hereinafter referred to as the "**Customer**", represented by\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_, acting on the basis of the Charter, on the other part, and jointly referred to as the "Parties", have entered into this Service Agreement (hereinafter the "Agreement") as follows:

1. **SUBJECT MATTER OF THE AGREEMENT**
   1. Under this Agreement, the Contractor undertakes to provide the Customer with services in foreign economic activities (hereinafter "Services"), namely:
      1. advise the Customer on issues related to customs clearance of goods in accordance with the current legislation of the Russian Federation and the Customs Union;
      2. assist in the preparation of a set of documents required for filling in the forms of goods declarations (e. g., Bills of Entry, Customs Value Declarations, Customs Value Adjustments, etc.);
      3. assist in preparing and filling in the forms of goods declarations (e. g., Bills of Entry, Customs Value Declarations, Customs Value Adjustments, etc.) or other documents necessary for customs clearance and successful passage of customs control; and
      4. assist in arranging freight forwarding services, wherein the Customer shall entrust the Contractor, and the Contractor in its own name and on the behalf, in the interests and at the expense of the Customer, shall provide freight forwarding services for its goods transported by sea (including containers), rail, road, and/or air. The mutual relations of the Parties in respect of each consignment shall be formalized in Orders containing all essential conditions and agreed upon by the Parties. A consignment is defined as the quantity of goods determined by the Customer that is subject to a one-time delivery from the shipper to the recipient;
      5. assist in obtaining authorization documents required for customs purposes (customs clearance and successful passage of customs control), including certificates and declarations of conformity, opinions, import licenses/authorizations, etc.; and
      6. assist in arranging the placement of goods in a temporary storage area (TSA).
   2. The Services shall be provided on the basis of written instructions from the Customer. Drafting and filling in declaration forms shall be based on a set of shipping, authorization and other documents provided by the Customer.
   3. The Services schedule shall further be agreed upon by the Parties, taking into account the instructions received from the Customer.
   4. The Services shall be provided at the Contractor’s location.

1.5. In order to properly fulfill the obligations stipulated by this Agreement, the Contractor may in its own name enter into contracts with third parties without obtaining the prior consent of the Customer, in which case the Contractor shall be liable to the Customer for the actions of third parties in the manner prescribed by applicable law.

1.6. The Contractor is authorized by the Customer to perform all necessary actions, including legal, at the expense of, in the interests, and on behalf of the Customer, to any persons authorized to perform the works/services defined in Paragraph 1.1.5. of this Agreement (e. g., accredited certification bodies, accredited/non-accredited testing laboratories, state authorities and organizations, etc.).

1. **RIGHTS AND OBLIGATIONS OF THE PARTIES**
   1. The Contractor shall be obliged to:
      1. provide advice on the pre-contract preparation and development of the transport scheme for delivery of goods, as well as advice on the customs clearance of specific consignments of the Customer’s goods (export/import);
      2. advise the Customer on the issues of customs payments;
      3. upon the Customer’s written instructions, make legal analysis (verification) of the documents necessary for the customs clearance of the Customer’s goods;
      4. upon the Customer’s written instructions, draft and fill in goods declaration forms;
      5. upon the Customer’s written instructions, make the coding of the Customer’s products and vehicles transported across the customs border of the Russian Federation in accordance with the Foreign Economic Activity Commodity Nomenclature;
      6. upon the Customer’s written instructions, assist in obtaining authorization documents required for customs purposes (customs clearance and successful passage of customs control), including certificates and declarations of conformity, opinions, import licenses/authorizations, etc., as well as assist in arranging freight forwarding services and in arranging the placement of goods in TSA; and
      7. upon the Customer’s written instructions, provide courier services;
      8. If the Customer needs additional services to be provided hereunder, the Parties shall agree and sign an addendum (order, instruction) to this Agreement.
   2. The Contractor shall be entitled to:
      1. request and receive from the Customer all the necessary documents relating to the subject of this Agreement and necessary for the Contractor to properly fulfill its obligations hereunder;
      2. use the services of any individuals or legal entities to ensure fulfillment of the obligations hereunder in the timely and high-quality manner. To execute the subject of this Agreement, the Contractor may involve third parties that have the appropriate licenses (e. g., customs brokers, TSA, carriers, certification experts, etc.);
      3. the Contractor may detain the goods at his disposal until payment of the remuneration and reimbursement of expenses incurred by the Contractor in the Customer’s interests or until the Customer provides proper security for the fulfillment of its obligations in remuneration and reimbursement of expenses incurred by the Contractor. In this case, the Customer shall also pay the costs associated with the property detention. The Customer shall be liable for any damage to the goods that may result from its detention by the Contractor in the cases provided for in this Paragraph.
   3. The Customer shall be obliged to:
      1. provide the Contractor with complete and accurate information and documentation necessary for the Contractor to fulfill its obligations hereunder. If, during the provision of the Services, the Contractor has a need to obtain additional data, information, documents, or materials, the Customer shall provide them no later than two (2) business days from the date of delivery of the Contractor’s request sent by   
         e-mail. The Customer shall be responsible for the accuracy of the information contained in the transmitted documents;
      2. provide documents executed in a foreign language, together with their certified translation into Russian;
      3. pay for the cost of the Contractor’s Services and reimburse all additional expenses incurred by the Contractor and previously agreed in writing with the Customer; and
      4. sign a certificate of services rendered within the time specified in this Agreement.
   4. The Customer shall be entitled to:
      1. request and receive from the Contractor current information on the progress of the Services;
      2. check the quality of services provided by the Contractor.
2. **Arrangement of forwarding services**

3.1. The transport and forwarding services shall be arranged by the Contractor on the basis of the Transportation Order, which is an integral part of this Agreement for each individual transportation and contains special requirements for each individual transportation.

The conditions agreed by the Parties in the Transportation Order shall prevail over the provisions of this Agreement.

3.2.1. The Transportation Order shall be sent by the Customer by e-mail. The Customer may unilaterally cancel the Transportation Order without applying penalties, but no later than 72 hours before the vehicle is made available for loading, by informing the Contractor accordingly in writing or by e-mail.

3.2.2. The Contractor may unilaterally cancel the Transportation Order without applying penalties, but no later than 72 hours before the vehicle is made available for loading, by informing the Customer in writing or by e-mail.

3.3. The Contractor shall within one business day inform of his consent or disagreement to perform the transportation on the proposed conditions. In case of its consent, the Contractor shall return the Transportation Order with the signature of an authorized person and imprint of its seal to the Customer by e-mail. Along with the order confirmation, the Contractor shall inform the Customer of the state registration number of the vehicle provided for the carriage and the full name and passport details of the driver, if available.

3.4. Any changes made to the Transportation Order shall be agreed by the Parties in writing in timely manner.

1. **PAYMENT PROCEDURE**
   1. The cost of the Contractor’s services is specified in Annex No. 1 hereto, which is its integral part.
   2. Payments under Clause 1 of Annex No. 1 hereto shall not be subject to value added tax, since the Contractor applies the simplified taxation system and is not a VAT payer in accordance with Paragraph 2 of Article 346.11 of the Tax Code of the Russian Federation.
   3. The Contractor may change the Service tariffs specified in Annex No. 1, notifying the Customer no later than seven (7) days before the date of their entry into force. If during this period the Customer does not notify the Contractor of its disagreement with the new tariffs, they shall be considered approved. In case of the Customer’s disagreement with the new tariffs, the Agreement shall be terminated in the manner provided for by Paragraph 6.2 of this Agreement.
   4. The cost of services rendered by third parties involved by the Contractor for the execution of the subject of this Agreement (Paragraph 2.2.2. hereof) shall not be included in the cost of the Contractor’s services and shall be reimbursed by the Customer upon provision by the Contractor of documents reflecting the cost of third-party services with attachment of documents supporting the expenses incurred by the Contractor.

The expenses incurred shall be supported by the reports of the consigner, incoming invoices (if any), and copies of primary documents (i. e. contracts, acts, bills, and invoices) to be provided by the Contractor.

* 1. The basis for settlements hereunder shall be the invoice. The invoice shall be sent to the Customer via mail and/or e-mail.
  2. The Contractor’s services under Clause 1 of Annex No. 1 hereto shall be compensated by the Customer as a 100 % prepayment within three (3) days from the receipt of the respective invoice from the Contractor.
  3. Payment for all other services rendered by the Contractor and reimbursement of expenses incurred by the Contractor as agreed with the Customer (Paragraph 2.3.3 of this Agreement) shall be made by the Customer within five (5) banking days from the Contractor’s respective invoice.
  4. If the cost of freight forwarding services is set in c. u. (i. e., currency unit equivalent to one US dollar, euro, or other foreign currency), it shall be paid by the Customer in Russian rubles at the exchange rate established by the Central Bank of the Russian Federation on the effective date of the certificate of completion.
  5. In case of reimbursement of insurance costs, the Customer shall pay the invoices issued in c. u. at the exchange rate established by the Central Bank on the effective date of the insurance policy.
  6. All settlements hereunder shall be made by wire transfer to the Contractor’s account. The payment obligation shall be deemed fulfilled from receipt of the money into the Contractor’s current account.
  7. Payment for the services shall be made in the currency of the Russian Federation.
  8. The Contractor shall, no later than five (5) business days from the date of the service, issue an Certificate of Services rendered/Consigner’s Report (hereinafter referred to as the “Certificate/Report”), fixing the list of services rendered and their total cost, and send two (2) signed copies of this document, along with the invoice, to the Customer. Within three (3) business days from the receipt of the draft Certificate/Report from the Contractor, the Customer shall review it and either sign its both copies and send one copy to the Contractor, or otherwise provide reasoned objections to the Certificate/Report. The Services shall be deemed rendered from the effective date of the Certificate/Report agreed by the Parties.

In case of the Customer’s evasion or ungrounded refusal to sign the Certificate/Report within three (3) business days from the expiry of the period established for review and signing of this document, the Contractor may deem the services rendered to be accepted by the Customer without claims and subject to be paid by the Customer.The Parties agree that, if this Agreement and/or its Annexes provide for prepayment, deferral, or installment payment, this procedure will not be treated as a commercial loan, and the provisions of Paragraph 1 of Article 317.1 of the Civil Code of the Russian Federation shall not apply to the relations of the Parties.

1. **RESPONSIBILITY OF THE PARTIES AND RESOLUTION OF DISPUTES**
   1. In case of delayed payment for services and reimbursement of the Contractor’s expenses, as stipulated in Paragraphs 2.2.3 and 4.7 of this Agreement, the Customer shall pay a penalty in the amount of zero point three percent (0.3 %) of the outstanding amount per day for the first 10 calendar days of delay, and zero point five percent (0.5 %) of the outstanding amount per day for any delay period exceeding the first 10 calendar days of delay. When agreeing on the amount of penalties, the Customer confirms that the specified amount of the penalty (interest) for delayed payment will be proportionate to the breached obligation, and meets the criteria of reasonableness and soundness. The Parties agree not to apply the provisions of Article 317.1 of the Civil Code of the Russian Federation.
   2. The Contractor shall be liable to the Customer for non-fulfillment or improper fulfillment of obligations hereunder to the extent of the cost of the Services the provision of which caused damages to the Customer through the Contractor’s fault.
   3. In case of delayed provision or provision of overdue documents/information by the Customer, the Contractor shall not be liable for complying with the deadlines for the fulfillment of the Obligations hereunder.
   4. In all other cases of non-fulfillment of obligations under this Agreement, the Parties shall bear responsibility in accordance with the current legislation of the Russian Federation.
   5. The Parties shall endeavor to settle all issues related to the performance of this Agreement by negotiations. In case of failure to reach an agreement by negotiation, all disputes related to this Agreement shall be settled in the Arbitration Court at the defendant’s location. Compliance with the extrajudicial dispute resolution procedure shall be mandatory. The period of claim response (satisfaction of the stated claim) shall be 10 calendar days from the claim receipt date (or the date when the claim to the Party evading its receipt arrived at the respective post office at the Party’s location, or the date of the attempt to serve the claim to the evading Party by specialized courier/postal service, or the date the claim was sent to the e-mail address of the Party concerned).
2. **FORCE MAJEURE**
   1. The Parties shall be exempt from liability for full of partial failure to fulfill obligations hereunder, if it resulted from force majeure circumstances that prevent the proper performance of the Agreement and occurred after its signing. The force majeure circumstances include: war, civil unrest, strikes, lockouts, epidemics, government actions, and any other event of an emergency nature that the Parties could not have foreseen or prevented and that directly or indirectly delay or hinder the start or continuation of the fulfillment by the Parties of their respective obligations hereunder.
   2. A Party that fails to fulfill its obligations due to force majeure circumstances shall, within three (3) days of the occurrence of the said circumstances, notify the opposite Party in written form on their occurrence and, subsequently, on their termination by any available means of communication. Failure to notify the other Party of the occurrence of force majeure circumstances shall deprive the affected Party of the right to refer to them as a reason for its non-fulfillment of its obligations hereunder.
   3. In the event of the circumstances stipulated in Paragraph 6.1 of this Agreement, the Party’s obligations hereunder shall be suspended for the period during which these circumstances and their consequences last.
   4. If complete or partial non-fulfillment of obligations continues for more than three (3) months, each Party will have the right to refuse further fulfillment of its obligations under this Agreement, except for obligations to pay for actually rendered services.
3. **MISCELLANEOUS PROVISIONS**
   1. This Agreement shall enter into force on the date of its signing by both Parties as indicated on the first page hereof, and shall be valid for an indefinite period until either of the Parties declares its intention to modify or terminate it (refuse to perform the Agreement) by submitting a written notice fifteen (15) days before the anticipated date of modification/cancellation/refusal.
   2. The Customer may withdraw from the performance of the Agreement in a unilateral extrajudicial procedure, as stipulated in [Paragraph 1 of Article 782](consultantplus://offline/ref=F54129A75063FA487CAF600CEA484900F6D9CA6E160FCAA46DBA1F80FACDB937811469DD5F94E939J10BH) of the Civil Code of the Russian Federation, prior to completing the provision/acceptance of the Services by sending a written notice no later than fifteen (15) calendar days before the anticipated date of the Agreement termination. Contractor may withdraw from the performance of the Agreement, as stipulated in Paragraph 2 of Article 782 of the Civil Code of the Russian Federation, subject to full compensation to the Customer for any losses occurred.
   3. In case of withdrawal from the performance of the Agreement and/or cancellation of the ordered service, the Customer shall pay to the Contractor the services actually rendered and the costs incurred by the Contractor as determined on the date of receipt of the relevant notification from the Customer. The Contractor shall provide the Customer with documentary evidence of the services actually rendered and expenses incurred no later than two (2) business days from the delivery of [the withdrawal/cancellation notification](consultantplus://offline/ref=F54129A75063FA487CAF6202E9484900FFDDC367150497AE65E31382JF0DH). The Customer shall pay the Contractor’s expenses and the services actually rendered within five (5) working days from the delivery of this documentary evidence.
   4. Termination of this Agreement shall not relieve the Parties from all their obligations hereunder that have not been fulfilled by the time of the termination, nor from their liability for failure to fulfill any of these obligations.
   5. All orders, communications, notifications, certificates, invoices, and claims related to the performance of this Agreement shall be sent by the Parties to each other via e-mail, courier, or any other means available to the Parties to the addresses specified in the Agreement.
   6. The Parties acknowledge the legal force of the documents transmitted and received to e-mail addresses and/or to the mailing address. In this case, it is the responsibility of the transmitting Party to send the original documents within ten (10) calendar days from their electronic transmittal.
   7. The Parties shall notify each other in writing about the change of their legal addresses and/or payment details within three (3) business days from the change. Prior to the notification of the change of addresses/payment details, all actions performed using the details specified in this Agreement shall be deemed lawful and counted towards the fulfillment by the Parties of their obligations.
   8. No annexes, modifications, or additions to this Agreement shall be valid unless they are made in writing and signed by authorized persons of both Parties.
   9. This Agreement is drawn up and signed in Russian, on eight (8) pages, including Annexes, in two (2) identical original copies, one for each Party.
4. **ADDRESSES AND DETAILS OF THE PARTIES**

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| **Customer:** | **Contractor:** |
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| **\_\_\_\_\_\_\_\_\_\_\_\_** | **Expeditor Co. LLC** |
| Legal address:  Mailing address:  E-mail:  Tel./Fax:  **INN**/**KPP**  **OGRN**  **OKPO**  **Bank account details:**  **Corr. Acc. No.**  **Account No.**  **BIC** | Legal address: 5 nab. Karpovka River,  building 16, room 1.4, St. Petersburg, 197022  Mailing address: 5 nab. Karpovka River, building 16, St. Petersburg, 197376  E-mail: info@unilogist.com  Tel.: 7 (812) 334-36-11  **INN** 7802492423/**KPP** 781301001  **OGRN** 1107847019125  **OKPO** 64225854  **Bank account details:**  **PJSC BANK SAINT-PETERSBURG, St. Petersburg**  **Corr. Acc. No.** 30101810900000000790  **Account No.** 40702810690350001431  **BIC** 044030790 |
| General Manager  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_/**  **L. S.** | General Manager  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/A. A. Kotov/**  **L. S.** |

Annex No. 1

to [the Service Agreement](consultantplus://offline/ref=200A94894E6C243823ACACCBCA4A6B3DDB20910D0261618BD9E10087N0e8H)

No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Cost of Services**

1. The cost of services to be rendered by the Contractor under the Service Agreement No. \_\_\_\_\_\_\_\_ is determined based of the following rates:

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| **No.** | **Description of Service** | **Cost** (without VAT) |
| 1. | Arrangement of customs clearance procedure | 15,000 RUB (1 to 5 products per customs declaration) |
| 2. | Arrangement of customs clearance procedure | 17,500 RUB (6 to 10 products per customs declaration) |
| 3. | Arrangement of customs clearance procedure | 20,000 RUB (11 to 15 products per customs declaration) |
| 4. | Arrangement of customs clearance procedure | 22,500 RUB (16 to 20 products per customs declaration) |
| 5. | Arrangement of customs clearance procedure | 25,000 RUB (21 to 25 products per customs declaration) |
| 6. | Arrangement of customs clearance procedure | 27,500 RUB (26 to 30 products per customs declaration) |
| 7. | Arrangement of customs clearance procedure | 30,000 RUB (31 to 35 products per customs declaration) |
| 8. | Arrangement of customs clearance procedure | 32,500 RUB (36 to 40 products per customs declaration) |

1. The cost of services for the arrangement of TSA storage and other third-party services shall be determined on a reimbursable basis.

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| **Customer:** | **Contractor:** |
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|  | **Expeditor Co. LLC** |
| General Manager  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_/**  **L. S.** | General Manager  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/A. A. Kotov/**  **L. S.** |

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| **TRANSPORTATION ORDER NO.\_\_ AS OF** | | | | | | | | | | | | | | |
| Contractor: Expeditor Co. LLC | | | | | | | Customer: | | | | Route: | | | |
| According to the preliminary agreement, we ask you to perform the transportation on the following conditions: | | | | | | | | | | | | | | |
| **I. LOADING** | | | | | | | | | | | | | | |
| Shipper | | | |  | | | | | | | | | | |
| Date and time of loading | | | |  | | | | | | | | | | |
| Place of loading (country, city, zip code, address) | | | |  | | | | | | | | | | |
| Contact person and phone number | | | |  | | | | | | | | | | |
| Description, weight, and dimensions  of the goods | | | |  | | | | | | | | | | |
| IMO class: | | | |  | | | Temp. range: | |  | | Volume: | |  | |
| Type and number of vehicles | | | | | | |  | | | | | | | |
| Accompanying documents | | | | | | |  | | | | | | | |
| Load security | | | | | | |  | | | | | | | |
| Freight rate and payment form/conditions | | | | | | | Freight rate \_\_\_\_ c. u. Payment for services rendered by the Contractor and reimbursement of expenses incurred by the Contractor, as provided in Paragraph 3.4 of this Agreement, shall be made by the Customer within five (5) banking days from the Contractor’s respective invoice. If the cost of freight forwarding services is set in c. u. (U. S. Dollars, Euros, or another foreign currency), it shall be paid by the Customer in Russian rubles at the exchange rate established by the Central Bank of the Russian Federation on the effective date of the certificate of completion. | | | | | | | |
| Additional instructions | | | | | | |  | | | | | | | |
| Loading/unloading method | | | | | | |  | | | | | | | |
| The driver shall be personally present during the loading and give instructions to ensure rational placement of goods in the vehicle. The driver shall check the compliance of the quantity and title of loaded goods with the specification in accompanying documents. Should any noncompliance be revealed, the driver shall immediately notify this fact by contact telephone numbers and await further instructions. | | | | | | | | | | | | | | |
| **II. REGISTRATION OUTSIDE THE RUSSIAN FEDERATION** | | | | | | | | | | | | | | |
| After loading, the documents are subject to additional registration for: | | | | | | | | | | | | | | |
| Address of registration terminal, operating hours | | | | | | |  | | | | | | | |
| Contact person and phone number | | | | | | |  | | | | | | | |
| **III. CUSTOMS CLEARANCE IN THE RUSSIAN FEDERATION** | | | | | | | | | | | | | | |
| Address of customs terminal | | | | | | |  | | | | | | | |
| Contact person and phone number | | | | | | |  | | | | | | | |
| **IV. UNLOADING** | | | | | | | | | | | | | | |
| Date and time of unloading | | | | | | |  | | | | | | | |
| Address of unloading, warehouse operating hours | | | | | | |  | | | | | | | |
| Contact person and phone number | | | | | | |  | | | | | | | |
| **V. TERMS AND CONDITIONS** | | | | | | | | | | | | | | |
| 1. | The Transportation Order has the legal force of an Agreement for a single shipment. | | | | | | | | | | | | | |
| 2. | The Parties acknowledge that the Order and other documents related to the performance of this assignment, along with signatures and seals transmitted via electronic communication, have full legal effect until the original copies are signed. | | | | | | | | | | | | | |
| 3. | The Customer shall provide all the necessary documents for the implementation of this transportation. | | | | | | | | | | | | | |
| 4. | The Contractor shall be liable to the Customer for the loss, shortage, or damage of the goods in the manner and to the extent as established by the RF Federal Law "On Forwarding Activities" or applicable international laws. For this purpose, the goods will be deemed lost if it has not been handed over within thirty days from the expiry of the delivery period. The Contractor shall not be liable for the safety of the goods accepted for transportation and transferred to the recipient in an undamaged packaging/container with intact seals, unless the Customer proves that such damage or loss occurred due to the Contractor’s fault. The Contractor shall also not be liable for discrepancies in the weight, quantity, and/or quality of the goods indicated in the shipping documents, versus the goods actually present in the packaging/container, provided that the shipper’s and/or customs seals are intact. The Contractor shall not be liable for changes in the quality of the goods that resulted from its long-term storage at the storage areas due to the fault of the Customer, including its failure to timely issue relevant shipping/delivery orders and/or instructions. | | | | | | | | | | | | | |
| 5. | The Customer shall timely provide the goods in proper packaging and with a marking that ensures the safety of the goods and vehicles/containers along the entire route. | | | | | | | | | | | | | |
| 6. | The driver shall be in touch from the order signing time till the actual acceptance of the goods by the recipient. | | | | | | | | | | | | | |
| 7. | The time allotted is as follows:  loading and additional registration in the country of departure: 1 day; customs clearance in the country of destination: 1 day; unloading in the country of destination: 1 day. | | | | | | | | | | | | | |
| 8. | When arranging international shipment: 8.1. if the loading is disrupted or the goods is not provided for loading, or if the transportation under the Order is withdrawn less than 48 hours in advance, the Customer shall pay a penalty of 20 % of the cost of transportation (freight). In the event of overmileage of the Contractor’s (or engaged Forwarder’s) vehicles due to the Customer’s fault (e. g., indication of unreliable information in the transportation order, vehicle redirection, etc.), the Customer shall pay the Contractor the amount calculated for each kilometer of overmileage with or without cargo in proportion to the agreed freight rate for the transportation performed; 8.2. if the transportation fails due to the Contractor’s fault (e. g., if the Contractor sent rolling stock that does not match the one specified in the order, or withdrew from its obligations in violation of this Agreement), the Contractor shall pay a penalty to the Customer in the amount of 20 % of the cost of transportation (freight); 8.3. if a car is delayed in loading, unloading, or customs processing beyond the established deadlines, the Customer shall pay the Contractor a penalty of 100 c. u. (the currency agreed in the Order) per day for the first 5 days of downtime, 150 c. u. per day for the 6th to 10th day, and 200 c. u. per day for the 11th and any further days of delay. | | | | | | | | | | | | | |
| 9. | All additional costs incurred for transportation in accordance with this Order shall be re-issued to the Customer. | | | | | | | | | | | | | |
| 10. | The Contractor may engage third parties for the arrangement of the goods transportation. | | | | | | | | | | | | | |
| 11. | The conditions of transportation, as well as the terms and conditions of payment agreed upon by the Parties in the Order, shall prevail over the provisions specified in the Agreement. | | | | | | | | | | | | | |
| **VI. ADDITIONAL TRANSPORT INFORMATION** | | | | | | | | | | | | | | |
| Make and number of the car/semi-trailer | | | | | | |  | | | | | | | |
| Mobile phone number of the driver | | | | | | |  | | | | | | | |
| Full name of the driver | | | | | | |  | | | | | | | |
| Passport data of the driver | | | | | | |  | | | | | | | |

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| **Customer:** | **Contractor:** |
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|  | **Expeditor Co. LLC** |
| General Manager  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ /\_\_\_\_\_\_\_\_\_/**  **L. S.** | General Manager  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/A. A. Kotov/**  **L. S.** |