

## **Commercial Conditions on terms of provision of the Forwarder's containers and/or wagons**

The present **Commercial Conditions**<sup>1</sup> shall determine, unless otherwise stipulated in the Contract, the terms of provision of the Forwarder's containers and wagons (hereinafter referred to as "Wagons" and "Containers") for Cargo transportation and conditions of the Customer's payment for services on provision of the specified equipment.

If other periods of use of Containers and Wagons are set in accordance with the Contract, such periods shall have priority and shall not be summarized with the periods set out in these Commercial Conditions. In such event, the provisions of these Commercial Conditions shall apply to the extent not specified when setting other periods of use of Containers and Wagons.

The Customer shall pay the Forwarder for the whole period of provision of both Containers and Wagons for Cargo transportation along the whole route.

In this case, services for the provision of Containers and/or Wagons shall be paid for in accordance with the conditions of the Contract:

when paying for the Services (it shall be included in the Services cost agreed in the Order/Addendum to the Contract),

additionally, on the basis of the actual period of Container and/or Wagon additional use, i.e. provision by the Forwarder of the Services for Container and/or Wagon provision for additional operations related to cargo transportation (hereinafter referred to as "Additional Provision").

**1. When the Customer orders organization of transportation services via railway haul** the agreed term of the Container and/or Wagon provision shall be while the Container and/or Wagon is on route on the railway (over railway track gauge of 1520 mm and railway track gauge of 1067 mm Sakhalin Island) regardless of the actual terms of transportation. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Container and/or Wagon along the whole route of transportation due to the circumstances under the Customer's control or due to the initiative of the controlling authorities, or other grounds stipulated in the Contract.

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<sup>1</sup> These Commercial Conditions contain the terms and definitions established by the General and Special Conditions.

## **2. Terms of the Container and/or Wagon provision during the transportation of cargo with rendering of the door-to-door Service<sup>2</sup>**

The agreed term of the Container and/or Wagon provision shall be along the whole route of transportation; the agreed term for loading/unloading of the Cargo shall be till 12 p.m. of the date of the Container and/or Wagon supply to the place of the Cargo loading/unloading. The period of the Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Container and/or Wagon beyond the agreed term and before the completion of the Cargo loading/unloading.

**3. The term of the Container provision during the period of its staying at a railway Terminal of the Russian Federation, in case of cargo delivery by truck for subsequent dispatch by rail** shall be agreed, regardless of the actual period of the Container's staying at the railway Terminal. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Container and/or Wagon along the whole route of transportation due to the circumstances under the Customer's control or due to the initiative of the controlling authorities, or other grounds stipulated in the Contract.

**4. The term of the Container provision in the territory of the Russian Federation, except for the territories where the Container is transferred under the responsibility of the Forwarder's agents<sup>3</sup>**

4.1. In case of the Container dispatch from a railway Terminal which is a public place, the agreed term of the Container provision shall be 2 days from 00.00 a.m. of the day following the day of empty Container release (for removal by truck or for Cargo loading into Container at a container yard). The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Container beyond the agreed term till return of loaded/empty (in case of failed loading) Container at the Terminal or the completion of Cargo loading into Container at the container yard.

4.2. In case of address dispatch<sup>4</sup> of empty Container to the Customer to a Terminal, which is a public place, for subsequent Cargo loading into it, the agreed term of the Container provision shall be 2 days from 00.00 a.m. of the day

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<sup>2</sup> Door-to-door Service is the transportation of the Cargo organized (forwarded) by the Forwarder along the whole route of transportation from a place of loading of the Cargo into a Container to a place of unloading of the Cargo from a Container, in case of break-bulks - from a place of loading of the Cargo onto a Wagon to a place of unloading of the Cargo from a Wagon.

<sup>3</sup> At the stations of JSC AK Railways of Yakutia, JSC Yamal Railway Company, Berkakit of the Dalnevostochnaya Railway of JSC RZD, at river ports in cases of combined rail-and-water transportation. Subject to particular commercial conditions.

<sup>4</sup> Address dispatch is dispatch of empty Container and/or Wagon agreed by the Customer and to its address (or to the address of the Consignor declared in the Order by the Customer, or the owner of non-public railway tracks) for subsequent Cargo loading.

following the day of the empty Container's unloading ensured by the carrier. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from delay of the Container beyond the agreed term and till return of loaded/empty (in case of failed loading) Container at the Terminal or the completion of Cargo loading into Container at the container yard.

4.3. When the loaded Container arrives at a Terminal which is a public place, the agreed term of the Container provision shall 2 days from 00.00 a.m. of the day following the day of the loaded Container unloading ensured by the carrier. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Container beyond the agreed term till return of empty Container or completion of Cargo unloading from Container at the container yard.

4.4. When the loaded Container arrives at a Terminal which is a public place, and if empty Container after cargo unloading is used by the Customer for subsequent cargo loading (double-run operation), the agreed term of the Container provision shall be 2 days from 00.00 a.m. of the day following the day of the loaded Container's unloading ensured by the carrier. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Container beyond the agreed term till return of loaded/empty (in case of failed loading) Container at the Terminal or completion of Cargo loading into Container at the container yard.

4.5. In case of the Container dispatch/arrival from/at non-public railway tracks, the agreed term of the Container provision shall be:

4.5.1. In case of address dispatch of empty Container from other stations / arrival of loaded Container - 2 days from 00.00 a.m. of the day following the day of the Container arrival at the station adjacent to non-public railway tracks. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Container beyond the agreed term till acceptance of loaded/empty Container for transportation or Container return in accordance with the Forwarder's instructions.

In case of empty Container dispatch from other stations, if the date of empty Container arrival at the station adjacent to non-public railway tracks has proved to be prior to the date agreed in the Order/the first date of the period of the order fulfillment, the agreed term of the Container provision shall be 2 days from the date agreed in the Order/the first date of the period of the order fulfillment. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Container beyond the

agreed term till acceptance of loaded/empty Container for transportation or Container return in accordance with the Forwarder's instructions;

4.5.2. if there are empty Containers at the railway station adjacent to non-public railway tracks – 2 days from 00.00 a.m. of the day following the day of empty Container acceptance for transportation at the railway station adjacent to non-public railway tracks (movement within the station). The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Container beyond the agreed term till loaded/empty (in case of failed loading) Container acceptance or Container return in accordance with the Forwarder's instructions;

4.5.3. in case of release of empty Containers at a Terminal which is a non-public place, for its subsequent dispatch from non-public railway track - 2 days from 00.00 a.m. of the day following the day of empty Container release. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Container beyond the agreed term till loaded/empty (in case of failed loading) Container acceptance or Container return in accordance with the Forwarder's instructions;

4.5.4. in case of release of empty Containers at a Terminal, which is a public place, for its subsequent dispatch from non - public railway tracks, the agreed term of the Container provision shall be 2 days from 00.00 a.m. of the day following the day of empty Container release (for removal by truck or for Cargo loading into Container at a container yard). The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Container beyond the agreed term till loaded/empty Container acceptance or Container return in accordance with the Forwarder's instructions;

4.5.5. in case of the Container arrival at non-public railway tracks and its subsequent delivery to a Terminal which is a public place, the agreed term of the Container provision shall be 2 days from 00.00 a.m. of the day following the day of Container arrival at the station adjacent to public railway tracks. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Container beyond the agreed term till loaded/empty Container return at the Terminal in accordance with the Forwarder's instructions.

4.6. In case of Container transportation via sea port (hereinafter referred to as the Port) the agreed term of Container provision shall be calculated:

4.6.1. In case the Forwarder provides Cargo handling services at the Port, the term of Container provision is agreed regardless of actual terms of the

Container staying at the Port. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Container and/or Wagon along the whole route of transportation due to the circumstances under the Customer's control or due to the initiative of the controlling authorities, or other grounds stipulated in the Contract;

4.6.2. In case the Customer provides Cargo handling services at the Port the agreed term of provision of Container shall be calculated from the moment of arrival of the Container at the Port and shall be measured up to the Technological term, stipulated in Special Conditions for the Ports, and in case there is none shall be 7 days. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Container during its transfer beyond the agreed term:

to the railway – before the moment of acceptance for transportation of the loaded/empty Container;

to water transport – before the moment of loading of loaded/empty container on board of the vessel;

to the road transport – before the moment of loading of loaded/empty Container on the road transport.

4.6.3. In case of cargo unloading from Container at the Port the agreed term of provision of Container shall be calculated from the moment of arrival of the Container at the Port and shall be 7 days. The period of Additional Provision shall be paid for additionally if such Additional Provision resulted from the additional use of the Container till empty Container return in accordance with the Forwarder's instructions.

**5. The term of the Wagon provision in the territory of the Russian Federation, except for the territories where the Wagon is transferred under the responsibility of the Forwarder's agents<sup>5</sup>.**

5.1. In case of loaded Wagon dispatch (in case of non-containerized cargo loading) from a Terminal which is a public place, the agreed term of the Wagon provision shall be 2 days from 00a.m. of the day following the day of Wagon supply to the place of Cargo loading. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Wagon beyond the agreed term till acceptance of loaded Wagon for transportation or till the Customer's refusal from the Wagon loading (in case of failed loading).

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<sup>5</sup> At the stations of JSC AK Railways of Yakutia, JSC Yamal Railway Company, Berkakit of the Dalnevostochnaya Railway of JSC RZD, at river ports in cases of combined rail-and-water transportation. Subject to particular commercial conditions.

5.2. In case of address dispatch of empty Wagon to the Customer to a Terminal, which is a public place, for subsequent Cargo loading into it, the agreed term of the Wagon provision shall be 2 days from 00a.m. of the day following the day of empty Wagons supply to the specified place of loading by the carrier. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Wagon beyond the agreed term till acceptance of loaded Wagon for transportation or till the Customer's refusal from the Wagon loading (in case of failed loading).

5.3. In case of loaded Wagon arrival (for unloading of the non-containerized Cargo) at a Terminal which is a public place, the agreed term of the Wagon provision shall be 2 days from 00a.m. of the day following the day of Wagons supply to the specified place of unloading by the carrier for Cargo unloading by the Customer. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Wagon beyond the agreed term till Wagon removal from the place of Cargo unloading.

5.4. In case of loaded Wagon arrival (for unloading of the non-containerized Cargo) at a Terminal which is a public place, and if empty Container after Cargo unloading is used by the Customer for subsequent Cargo loading (double-run operation), the agreed term of the Wagon provision shall be 2 days from 00a.m. of the day following the day of supply of the Wagon with Cargo to the specified place of unloading by the carrier. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Wagon beyond the agreed term till acceptance of loaded Wagon for transportation or till the Customer's refusal from the Wagon loading (in case of failed loading).

5.5. In case of the Wagon dispatch/arrival from/at non-public railway tracks, the agreed term of the Wagon provision shall be:

5.5.1. In case of address dispatch of empty Wagon, including Wagons with empty Containers from other stations / arrival of loaded Wagon - 2 days from 00a.m. of the day following the day of the Wagon arrival at the station adjacent to non-public railway tracks. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Wagon beyond the agreed term till acceptance of Cargo/empty Wagon for transportation or Wagon return in accordance with the Forwarder's instructions;

In case of address dispatch of empty Wagon, including Wagons with empty Containers from other stations, if the date of empty Wagon arrival at the station adjacent to non-public railway tracks has proved to be prior to the date agreed in

the Order/the first date of the period of the order fulfillment – the agreed term of the Wagon provision shall be 2 days from the date agreed in the Order/the first date of the period of the order fulfillment. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Wagon beyond the agreed term till acceptance of Cargo/empty Wagon for transportation or Wagon return in accordance with the Forwarder's instructions.

5.5.2. if there is empty Wagon, including Wagon with empty Containers at the railway station adjacent to non-public railway tracks - 2 days from 00a.m. of the day following the day of acceptance of empty Wagon, including Wagon with empty Containers, for transportation at the railway station adjacent to non-public railway tracks (movement within the station). The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Wagon beyond the agreed term till acceptance of Cargo / empty Wagon (in case of failed loading) for transportation or till Wagon return in accordance with the Forwarder's instructions;

5.5.3. in case of release of empty Wagons at a Terminal, which is a non-public place, for subsequent dispatch from the non-public railway track - 2 days from 00.00 a.m. of the day following the day of empty Wagon release. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Wagon beyond the agreed term till acceptance of Cargo / empty Wagon (in case of failed loading) for transportation or till Wagon return in accordance with the Forwarder's instructions.

5.5.4. In case of cargo transportation within the framework of Public Service, the period of provision of a Wagon shall be agreed upon disregarding the actual time the Wagon presence at the Terminal, which is a non-public place. Additional payment shall be charged for the time of Additional Provision resulting from the additional use of the Wagon due to circumstances depending on the Customer or on the initiative of regulatory authorities or for another reason specified in the Contract.

5.6. In case of Cargo transportation in a Wagon to/from/via the Port the agreed term of provision of Wagon is agreed regardless of actual terms of the Wagon staying at the Port. The period of Additional Provision shall be paid for additionally if such Additional Provision resulted from the additional use of the Wagon due to the circumstances under the Customer's control or due to the initiative of the controlling authorities, or other grounds stipulated in the Contract.

**6. In cases when terminal services<sup>6</sup> at non-public place situated in the territory of the Russian Federation are rendered by the Forwarder / partner company of the Forwarder<sup>7</sup>, the terms of Wagons and Containers provision, and conditions of the Customer's payment for services on provision of specified equipment shall be determined by paragraphs 4.1 - 4.4, 5.1 - 5.4 of these Commercial conditions respectively.**

**7. The terms of the Container provision in the territories of the CIS and Baltic countries (Lithuania, Latvia, Estonia), as well as Mongolia and Finland**

7.1. In case of Container dispatch, the agreed term of the Container provision for removal by truck or for Cargo loading into Container at a container yard shall be 5 days from the moment of empty Container release to the Customer. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Container beyond the agreed term till acceptance of Container for transportation, or till empty Container return (in case of failed loading) in accordance with the Forwarder's instructions.

In case of address dispatch of empty Container to the Customer for subsequent Cargo loading into it, the agreed term of the Container provision shall be 6 days from the moment of empty Container arrival at the station. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Container beyond the agreed term till acceptance of Container for transportation.

In case of empty Container supply if the date of empty Container arrival has proved to be prior to the date agreed in the Order/the first date of the period of the order fulfillment, the agreed term of the Container provision shall be calculated starting from 12 p.m. of the day following the date agreed in the Order/the first date of the period of the order fulfillment. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Container beyond the agreed term till acceptance of Container for transportation.

7.2. In case of loaded Container arrival, the agreed term of the Container provision shall be 5 days from the moment of the loaded Container arrival at the station. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Container beyond the agreed term till empty Container return in accordance with the Forwarder's

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<sup>6</sup> Terminal Service means provision (organization) of services related to terminal handling of Containers and/or Wagons.

<sup>7</sup> Terminal of ZAO Logistika-Terminal at Shushary station of Oktyabrskaya railway of RZD.

instructions (acceptance of Container for transportation/ transfer to the Forwarder's representative).

7.3. In case of loaded Container arrival and in case the Customer uses empty Container after the unloading of Cargo for subsequent loading of Cargo (double-run operation) the agreed term of Container provision shall be 5 days from the moment of loaded Container arrival at the station. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Container beyond the agreed term till Container acceptance for transportation or till the moment of empty Container drop-off (if loading was not performed) in accordance with the the Forwarder's instructions.

## **8. The terms of the Wagon provision in the territories of the CIS and Baltic countries (Lithuania, Latvia, Estonia), as well as Mongolia and Finland**

8.1. In case of the loaded Wagon dispatch, the agreed term of the Wagon provision shall be 5 days from the moment of the Wagon supply to the place of Cargo loading. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Wagon beyond the agreed term till acceptance of Cargo for transportation or till the Customer's refusal from the Wagon loading (in case of failed loading).

In case of address dispatch of empty Wagon to the Customer, including the Wagon with empty Containers for subsequent Cargo loading into it, the agreed term of the Wagon provision shall be 6 days from the moment of arrival at the station. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Wagon beyond the agreed term till acceptance of Cargo for transportation.

In case of dispatch of empty Wagon, including Wagon with empty Containers, if the date of arrival has proved to be prior to the date agreed in the Order/the first date of the period of the order fulfillment, the agreed term of the Wagon provision shall be calculated starting from 12 p.m. of the day following the date agreed in the Order/the first date of the period of the order fulfillment. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Wagon beyond the agreed term till acceptance of Cargo for transportation.

8.2. In case of loaded Wagon arrival, the agreed term of the Wagon provision shall be 5 days from the moment of loaded Wagon arrival at the station. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Wagon beyond the

agreed term till empty Wagon return, including Wagon with empty Containers in accordance with the Forwarder's instructions (acceptance of Wagon or empty Container for transportation, / transfer to the Forwarder's representative).

8.3. In case of loaded Wagon arrival and in case the Customer uses empty Wagon after the unloading of Cargo for subsequent loading of Cargo (double-run operation) the agreed term of Wagon provision shall be 5 days from the moment of loaded Wagon arrival at the station. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Wagon beyond the agreed term till the moment of Cargo acceptance for transportation or till the moment of empty Wagon return including Wagon with empty Containers in accordance with the Forwarder's instructions (acceptance of Wagon or empty Container for transportation, / transfer to the Forwarder's representative) in case of loading was not performed

**9. The terms of the Container provision in the territories of third countries, except for the CIS and Baltic countries (Lithuania, Latvia, Estonia), as well as Mongolia and Finland**

9.1. In case of Container transportation organization by the Forwarder via all the hauls abroad, the agreed term of the Container provision shall be agreed along the whole route of transportation abroad, regardless of the actual terms. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Container and/or Wagon along the whole route of transportation due to the circumstances under the Customer's control or due to the initiative of the controlling authorities, or other grounds stipulated in the Contract.

9.2. In case of cargo transportation with the use of Containers in export traffic (from the Russian Federation), the agreed term of the Container provision shall be:

21 days from the moment of Container arrival at a border crossing point/transshipment port<sup>8</sup> of the Russian Federation, Mongolia, Republic of Belarus, Kazakhstan, Ukraine, Georgia (in case of transportation via these countries) if transportation from the specified point to the point of empty Container return is organized by the Customer. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Container beyond the agreed term till empty Container return in accordance with the Forwarder's instructions;

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<sup>8</sup> Hereinafter, a border crossing means only a border crossing at a border crossing point from 1,520 gauge to a different gauge or in the opposite direction.

14 days from the moment of Container loading on the vessel at the Russian transshipment port in case transportation from transshipment port to the point of empty Container return is organized by the Customer. The period of Additional Provision shall be paid for additionally if such Additional Provision resulted from the additional use of Container beyond the agreed term till the moment of drop-off of Container in accordance with the Forwarder's instructions.

5 days from the moment of the Container unloading at the station / port of destination abroad, if the transportation from the border crossing point in the Russian Federation Mongolia, Republic of Belarus, Kazakhstan, Ukraine, Georgia (in case of transportation via these countries) to the station/port of destination abroad is organized by the Forwarder, and transportation from the station / port of destination abroad to the point of empty Container return is organized by the Customer. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Container beyond the agreed term till empty Container return in accordance with the Forwarder's instructions.

9.3. In case of cargo transportation with the use of Containers in import traffic (to the Russian Federation), the agreed term of the Container provision shall be:

21 days from the moment of empty Container release at a depot abroad, if transportation from the point of empty Container release abroad to the border crossing point/ transshipment port of the Russian Federation, Mongolia, Republic of Belarus, Kazakhstan, Ukraine, Georgia (in case of transportation via these countries) is organized by the Customer. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Container beyond the agreed term till Container arrival at a border crossing point/transshipment port of the Russian Federation;

14 days from the moment of empty Container release at a depot abroad, if transportation from the point of empty Container release abroad to the Russian transshipment port is organized by the Customer. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Container beyond the agreed term till arrival of Container at the Russian transshipment port;

5 days from the moment of empty Container release at a depot abroad, if transportation from the point of empty Container release abroad to the station/ port of dispatch abroad is organized by the Customer, and the transportation from the station/ port of dispatch abroad to the border crossing point/transshipment port of the Russian Federation Mongolia, Republic of Belarus, Kazakhstan, Ukraine,

Georgia (in case of transportation via these countries) is organized by the Forwarder. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Container beyond the agreed term till arrival at a station/ port of dispatch abroad.

9.4. In case of cargo transit transportation<sup>9</sup>, the term of the Container provision shall be determined in accordance with paragraphs 9.2 and 9.3 of these Commercial Conditions.

**10. The terms of the Wagon provision in the territories of third countries, except for the CIS and Baltic countries (Lithuania, Latvia, Estonia), as well as Mongolia and Finland in case of transportation in export, transit traffic (from the Russian Federation)** (including period of Cargo transshipment from/to wagons of different railway track gauges).

10.1. In case of Cargo transportation organization by the Forwarder with the use of the Wagon via all the hauls abroad, the agreed term of the Wagon provision shall be agreed regardless of the actual terms. The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Wagon along the whole route of transportation due to the circumstances under the Customer's control or due to the initiative of the controlling authorities, or other grounds stipulated in the Contract.

10.2. In case of Cargo transportation organization by the Customer from the border crossing point in the Russian Federation Mongolia, Republic of Belarus, Kazakhstan, Ukraine, Georgia (in case of transportation via these countries) the agreed term of the Wagon provision shall be 5 days from the moment of transfer of the Wagon and the Cargo at the border crossing point of the Russian Federation Mongolia, Republic of Belarus, Kazakhstan, Ukraine, Georgia (in case of transportation via these countries). The period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Wagon beyond the agreed term till the moment of the Wagon return at the border crossing point of the Russian Federation, Mongolia, Republic of Belarus, Kazakhstan, Ukraine, Georgia (in case of transportation via these countries).

**11. The terms of provision in case of Container and/or Wagon transfer from one Customer to another**

11.1. In case one Customer (Initial Customer) transfers to another Customer (Accepting Customer) Container (received empty or after unloading) and/or

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<sup>9</sup> Hereinafter, transit means transportation across the territory of the Russian Federation and/or neighboring states as Mongolia, Republic of Belarus, Kazakhstan, Ukraine, Latvia, Estonia, Georgia (in case transportations across mentioned countries), in this case the dispatch point and destination point shall be beyond the Russian Federation and/or Mongolia, Republic of Belarus, Kazakhstan, Ukraine, Latvia, Estonia, Georgia (in case transportations across mentioned countries).

Wagon for loading and further dispatch of Cargo by the Accepting Customer upon approval of the Forwarder the agreed term of the Container and/or Wagon provision shall be determined as follows:

11.1.1. in case of the Container and/or Wagon transfer after Cargo unloading by the Initial Customer

for the Initial Customer – according to the general rules<sup>10</sup> of determining agreed terms; the period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Container and/or Wagon by the Initial Customer beyond the agreed term till 00.00 a.m. of the day following the day of the Container and/or Wagon transfer to the Accepting Customer;

for the Accepting Customer - according to the general rules of determining agreed terms; with agreed term being calculated from 00.00 a.m. of the day following the day of the Container and/or Wagon transfer to the Accepting Customer; the period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Container and/or Wagon beyond the agreed term;

11.1.2. in case of the Container and/or Wagon transfer which arrived empty upon address dispatch or was released empty to the Initial Customer from a Terminal,

for the Initial Customer the agreed term shall not be applied due to non-use of the Container and/or Wagon for the purpose intended; all the actual period of the Container and/or Wagon stay under the responsibility of the Initial Customer shall be paid for (from the moment of the Container and/or Wagon arrival at the station adjacent to non-public railway tracks till 00.00 a.m. of the day following the day of the Container and/or Wagon transfer to the Accepting Customer); the payment shall be carried out under the rules of Additional Provision payment;

for the Accepting Customer - according to the general rules of determining agreed terms; with agreed term being calculated from 00.00 a.m. of the day following the day of the Container and/or Wagon transfer to the Accepting Customer; the period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Container and/or Wagon beyond the agreed term;

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<sup>10</sup> Hereinafter, general rules of determining agreed terms of Containers and/or Wagons provision shall mean agreed terms of Containers and/or Wagons provision and the procedure for their determination set forth by these Commercial Conditions and/or the Parties agreement

11.1.3. in case of the Container and/or Wagon transfer under an agreement between the Customers (subject to approval by the Forwarder) - according to the terms of such agreement.

11.2. In case the initial Customer transfers Container (received empty or after unloading) and/or Wagon for loading and further dispatch of the Cargo by the Accepting Customer without the Forwarder's approval the agreed term of the Container and/or Wagon provision shall be determined as follows:

11.2.1. in case of the Container and/or Wagon transfer after Cargo unloading by the Initial Customer

for the Initial Customer – according to the general rules of determining agreed terms; the period of Additional Provision shall be paid for additionally, if such Additional Provision resulted from the additional use of the Container and/or Wagon by the Initial Customer beyond the agreed term till the Accepting Customer submits the loaded Container and/or Wagon for transportation or returns it empty to the Forwarder (in case of refusal from transportation);

11.2.2. in case of the Container and/or Wagon transfer which arrived empty upon address dispatch or was released empty to the Initial Customer from a Terminal,

for the Initial Customer the agreed term shall not be applied due to non-use of the Container and/or Wagon for the purpose intended; all the actual period of the Container and/or Wagon stay under the responsibility of the Initial Customer shall be paid for (including the period of the Container and/or Wagon stay at the Receiving Customer till the Accepting Customer submits the loaded Container and/or Wagon for transportation or returns it empty to the Forwarder (in case of refusal from transportation); the payment shall be carried out under the rules of Additional Provision payment.

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