



**IS of the Port**) shall mean the Information System providing operational management of vehicles and Cargo/Containers handling. The Parties shall accept the information contained in the IS as a proper and reliable evidence of the circumstances that arise from provision of services by the Port hereunder. The Customer shall be fully responsible for authenticity of information that is put into the IS by the Customer through their own effort or through the Agent, as well as for security and proper use of login and password to the IS. The Port shall be liable hereunder for authenticity of the information put to the IS by the Port.

\* **Container** shall mean any standard or special 20' / 40' or 45' ISO standard container, including open-top, flat-rack and platform ISO, container types, tank containers, refrigerated containers that can be handled by means of a standard container spreader.

\* **Out of Gauge Containers** shall mean Containers that due to some reasons are not standard ISO containers, and/or ISO containers exceeding standard ISO dimensions lengthwise, breadthwise and/or heightwise, and/or other containers that cannot be handled by means of normal use of a standard container spreader, and/or containers that use special ground transportation means (platforms, etc.), and/or containers that cannot be pre-stowed in a containership stack, and/or containers with the displaced center of gravity, distorted containers, containing out of gauge cargo, exceeding maximum allowable gross weight of 33 tons, flat rack.

Conditions of this Contract in relation to containers shall apply to handling, storage, performance (provision) of additional works (services) in relation to Out of Gauge Containers, unless conditions of this Contract directly specify special aspects of handling, storage, performance (provision) of additional works (services) in relation to Out of Gauge Containers.

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\* **Accumulative Section** shall mean a section intended for temporary storage of the Customer's empty COC containers accepted for further dispatch to export, not declared for loading to a specified voyage upon acceptance thereof by the Port, they shall be declared for loading after actual placement thereof in the Port territory.

\* **Release** shall mean an order to hand out a container (cargo contained in such container) from the Port territory to an authorized consignee executed by the Customer via the IS.

\* **Port** shall mean a legal entity that undertakes to perform works (provide services) hereunder, and territory of Public Joint-Stock Company "Commercial Port of Vladivostok" located at: 9 Strelnikov Str., Vladivosok, Primorsky krai.

\* **Preliminary Assignment** shall mean a nomination of a party which will effect forwarding of the container in the Port bound by contractual relationship with the Port that is made by the Customer via the IS. Upon preliminary assignment of the container by the Customer in the IS, the nominated party shall assume obligations for container forwarding in the Port (the responsibility for such container shall also pass to the nominated party), except for the rights that allow to remove such container (cargo contained in such container from the Port territory.

\* **Container Storage Limit** shall mean a time limit for which the Customer shall arrange for container removal from the Port territory.

\* **PSD** shall mean Payment and Settlement Document: proforma invoice, commercial invoice, work (service) delivery and acceptance certificate, calculation of service cost, universal transfer document, invoice executed based on document flow applied by the Parties according to conditions hereof.

\* **Web-site of the Port** shall mean the official web-site of PJSC "Commercial Port of Vladivostok on the Internet at <https://vmtp.ru/>.

\* **Agreed Date** shall mean a date agreed by

the Customer with the Port as a date for commencement of the vessel handling.

\* **Segregation-movement of empty containers alongside the berth from the Accumulation Section to the Ship or separate Section** shall mean a service performed by the Port for segregation-movement of individual containers from section to section as per the Customer's or Agent's request stating container prefixes and numbers.

\* **Ship Section** shall mean a section intended for short-term storage (until loading to a vessel) of containers declared (ordered) for loading upon acceptance thereof in the Port territory for a specified voyage.

\* **Valuable Cargo** shall mean cargo the cost of which exceeds the limits of carrier's responsibility provided for by the effective applicable legislation, and(or) the special value of which is declared in the bill of lading or other shipping documents.

\* **Stowage onboard** shall mean a service performed by the Port for segregation-movement of individual containers onboard upon the Customer's or Agent's request stating prefixes and numbers of the containers.

\* **Stowage including unloading to berth** shall mean a service performed by the Port for segregation-movement of individual containers onboard including unloading to berth upon the Customer's or Agent's request stating prefixes and numbers of the containers.

\* **EDF** shall mean electronic document flow with the use of electronic digital signature through operators of electronic document flow, the full list may be found at web-portal [https://www.nalog.gov.ru/rn77/related\\_activities/registries/](https://www.nalog.gov.ru/rn77/related_activities/registries/), that includes: drafting of contracts, electronic PSD; signing of contracts, PSD by electronic digital signature; electronic delivery of contracts, PSD to contractors; saving and keeping of signed contracts, PSD in electronic form.

[https://www.nalog.gov.ru/rn77/related\\_activities/registries/](https://www.nalog.gov.ru/rn77/related_activities/registries/),

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**1. SUBJECT OF THE CONTRACT**

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1.1 According to this Contract, the Port shall assume obligations to perform a complex

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of works and services for handling of the Customer's containers (laden/ empty) arriving/ departing on tramp (not belonging to liner type) vessels on the Customer's request and at their expense, on 'vessel-warehouse' scheme and/or back.

According to this Contract, the Customer shall be entitled to present for Port handling the fleet that is not designated for container carriage providing the Port with information regarding particulars of the vessel, equipment, and materials for fastening and separation of containerized cargo onboard required for timely and safe handling of such vessel when doing loading and unloading operations and proper stowage of containerized cargo onboard of a not designated vessel in compliance with rules and regulations effective on marine transport.

The Customer shall undertake to pay for the complex of works performed and services provided by the Port and fulfil other duties imposed on the Customer by the conditions hereof.

Handling of general cargo shall be done by the Port only upon prior written agreement by the Parties providing for the procedure and conditions of service provision / work performance.

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**1.2.** The Port shall provide / perform the following types of services / works in relation to containers (general cargo – only upon written agreement by the Parties):

- loading and unloading operations;
- storage;
- other works/services by the Port related to handling named in Appendix No. 1 hereto (Tariff Appendix).

Performance of other works and provision of services related to handling and carriage of the said containers, not provided for by conditions hereof, shall be effected based on the Port's calculation and shall be made for payment according to the procedure provided for by clause 5.1 hereof.

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**1.3.**

**1.3.** The Customer's container/cargo storage

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limit in the Port territory shall not exceed 60 (sixty) calendar days.

For certain types of cargo, for which maximum time for holding in container is limited by the effective RF legislation, the Port storage limit shall not exceed such legally limited time taking into account the time of carriage.

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**1.4.** The Customer shall exercise their rights and obligations hereunder, including in the IS of Commercial Port of Vladivostok, through their own effort or through the Agent. In the event an Agent is nominated, the Customer shall be liable for any consequences of actions (omissions) of such Agent taken by them hereunder on behalf of the Customer.

In the event the Customer nominates an Agent, the Port shall be entitled to fulfill their duties by taking actions towards both the Customer and the Agent, that notwithstanding, the Customer shall not be entitled to claim improper fulfillment of obligations by the Port due to taking actions towards the Agent.

**1.5.**

**1.5.** The Port shall be entitled to exercise their rights and obligations hereunder through their own effort or through third parties, without prior approval by the Customer. If the Port engages any third parties, they shall be responsible for any consequences of their actions.

**2.**

**2. THE CUSTOMER'S OBLIGATIONS**

**2.1**

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**2.1** They shall inform the Port of the scheduled time of the carriage of goods by sea, estimated quantity and cargo classification, disclose the vessel's name and particulars thereof not later than 10 (ten) days before the estimated date of the vessel approach to port by filing a request for cargo handling to the Port's e-mail.

The request shall state: vessel approach date, technical characteristics of the vessel, number of containers, special conditions for cargo handling, storage, and stacking, period of storage in the Port, direction and type of arrival/departure transport, station of destination (if known), other information related to cargo (including information on the quantity of

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dangerous, oversized cargo, refrigerated containers) and details of intended additional works and services with respect to containers/cargo.

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The Port shall within 2 (two) working days consider the Customer's request in terms of the possibility to execute it and shall inform the Customer of the consideration results via e-mail stated in section 9 hereof.

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The Port shall be entitled not to confirm the possibility to handle the Customer's vessel stated in the Request, including (but without limitation) the following cases available as of the date of the Request consideration:

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— improper (including incomplete) filling of the Request by the Customer;

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— the Port's lack of technical and/or technological capabilities for vessel/cargo handling with the particulars stated by the Customer or in the amount stated by the Customer;

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— in other cases provided by the effective Russian legislation and/or stated herein.

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**2.2**

**2.2** Upon the vessel departure from the port of loading, they shall advise the exact description and quantity of cargo onboard, date of arrival at the unloading port subject to subsequent updating of the information regarding shipping traffic 5/3/1 day(s) before the vessel arrives at the Port by sending an e-mail to the Production Department and Containerized Cargo Division, as specified in the details hereof. If the passage takes less than 24 hours, the notice shall be served upon the vessel departure from the last port.

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**2.2.1.**

**2.2.1.** In the event the vessel headed to the Port for cargo handling arrives with deviation from the date agreed between the Customer and the Port as a date for commencement of the vessel handling (hereinafter referred to as the agreed date), reception and handling of such vessel shall be effected by the residual model, depending on the availability of vacant berths for the required period of time. In this case, the Port shall not be liable for the vessel demurrage and other losses of the Customer.

If the vessel arrives before the agreed date, the Port shall in any case commence the vessel

handling not later than on the agreed date.

**2.3**

**2.3** In advance (before shipping from the departure point starts), they shall agree with the Port in writing the possibility to accept for handling:

- containers with OOG and heavy load;
- non-standard and special containers;
- containers the weight (gross) of which exceeds 30.5 tons;
- goods that require compliance with special storage and handling conditions.

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The possibility, amount, and terms of delivery of such cargoes to the Port by the Parties shall be subject to the Port's additional approval according to the procedure specified in cl. 2.1 hereof. The approval shall be obtained by sending a request to the following e-mails: Fleet Dispatcher, Cargo Division and Commercial Department (according to the details stated in section 9 hereof).

**2.1**

The Port shall be entitled to refuse to receive in the Port territory/unload from the vessel the containers/cargos listed in this clause, if there is no Port's approval for delivery of such containers/cargos to the Port and/or if the Customer fails to comply with the agreed time limits and amount of such containers/cargos delivered to the Port.

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The Customer shall assume all the risks (including those arising from breach of their obligations under contracts entered into with other contractors) related to the Port's refusal to berth the vessel for handling operations with the specified containers/cargos due to the reasons stated in the previous paragraph of this clause.

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**2.3.1**

**2.3.1** Not later than 24 (twenty four) hours prior to the estimated date of termination of container/cargo unloading from the vessel, the Customer shall effect a preliminary assignment of the container/cargo to a forwarder bound by contractual relationship with the Port in the IS.

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**2.4**

**2.4** When sending containers to the Port/providing for handling they shall ensure that:

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- center of gravity and cargo in container are not displaced for more than 10% lengthwise or widthwise;

- the container is in good technical and commercial condition with no external or internal damages or defects);

- the container complies with the requirements prescribed by the International Convention for Safe Containers 1972, the Customs Convention on containers 1972, standards of the International Organization for Standardization concerning containers for International cargo carriage; Rules concerning carriage of containers by sea, and, when required, RF Statute on Railway Transportation;

- cargo in the container is placed and fastened properly according to the Technical Requirements and other compulsory requirements effective on transport;

- all the containers with dangerous goods shall be sent to the Port subject to the Port's approval of such container acceptance, they shall have appropriate marking, danger signs and warning plates in accordance with the Rules for Carriage of Dangerous Goods by Sea and IMDG Code. The danger signs on the container shall be related to dangerous goods only;

- the container has intact shipper's seal corresponding to the details of shipping documents and the IS;

Any breach of the aforesaid requirements shall be a reason for Port's refusal to accept and handle the container.

In the event a container with a damaged or no lock and seal device is unloaded to the warehouse, all possible adverse consequences shall be assigned to the Customer.

- center of gravity and cargo in container are not displaced for more than 10% lengthwise or widthwise;

- the container is in good technical and commercial condition with no external or internal damages or defects);

- the container complies with the requirements prescribed by the International Convention for Safe Containers 1972, the Customs Convention on containers 1972, standards of the International Organization for Standardization concerning containers for International cargo carriage; Rules concerning carriage of containers by sea, and, when required, RF Statute on Railway Transportation;

- cargo in the container is placed and fastened properly according to the Technical Requirements and other compulsory requirements effective on transport;

- all the containers with dangerous goods shall be sent to the Port subject to the Port's approval of such container acceptance, they shall have appropriate marking, danger signs and warning plates in accordance with the Rules for Carriage of Dangerous Goods by Sea and IMDG Code. The danger signs on the container shall be related to dangerous goods only;

- the container has intact shipper's seal corresponding to the details of shipping documents and the IS;

Any breach of the aforesaid requirements shall be a reason for Port's refusal to accept and handle the container.

In the event a container with a damaged or no lock and seal device is unloaded to the warehouse, all possible adverse consequences shall be assigned to the Customer.

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**2.4.1 When sending dangerous goods to the Port/providing for handling:**

- they shall agree with the Port the possibility of acceptance and service provision in advance;

- they shall follow the requirements of the « », Instruction on dangerous goods handling at Container Terminal of PJSC "Commercial Port of Vladivostok" published at the Port's official web-site: <https://vmtp.ru;>

- they shall provide permission documents

(material safety data sheet, certificate/declaration of container/motor vehicle packing, package conformity certificate, etc.)

- they shall provide a guarantee obligation concerning the acceptance of dangerous waste for disposal or destruction, if any emergencies, accidents, incidents occur in the Port territory;

- they shall state name and contacts (phone, e-mail) of the person in charge of action coordination regarding the goods, if any emergencies, accidents, incidents occur during handling of dangerous goods in the Port territory.

If necessary, they shall provide the Port with fire-extinguishing, neutralization, and individual protection devices specified in the Material Safety Data Sheet to this dangerous goods.

Before dispatching dangerous goods (including dangerous goods in container) from the point of departure, the Customer shall obtain the Port's approval for acceptance and handling of such dangerous cargo by sending the corresponding request via the IS.

When getting the approval from the Port for the possibility to accept and handle the dangerous goods, the latter shall inform the Customer of the list of conditions compulsory for fulfillment on the Customer's part during handling of the dangerous goods approved for acceptance in the Port.

In the event any dangerous goods unapproved by the Port arrive at the Port or the Customer fails to comply with the compulsory conditions set forth by the Port upon approval of the possibility to accept and handle such dangerous goods, the Port shall be entitled to refuse to the Customer in accepting and handling such dangerous goods, as well as arrangement for further handling/transportation thereof.

In the event the possibility of dangerous goods handling on direct scheme 'vessel – ROAD' is approved, the Customer shall undertake to remove such dangerous goods within the time limits set forth by the Port upon approval of the possibility to accept and handle such dangerous goods.

In the event of failure to comply with the time limits set forth by the Port for removal of the dangerous goods, the Customer shall pay upon the Port's demand/against the invoice a penalty

amounting to five-fold cost of storage of such goods according to the tariffs hereunder for each day of the dangerous goods staying in the Port territory in excess of the time limit approved by the Port for removal of such dangerous goods.

When dangerous goods are sent for handling to the Port, the packing, marking and selected methods of stowage and fastening of dangerous goods in container shall meet the requirements provided for by the statutory documents for technical regulation; rules for cargo carriage on the corresponding mode of transport approved by statutory instruments of the Russian Federation; requirements of the Port's operational technical documents.

In the event of further dispatch of dangerous goods to the railway transport, the Customer shall file to the IS a request for approval of the goods acceptance for the railway carriage attaching the photo content specified in the Technology of interaction when accepting dangerous goods on the railway transport approved on the part of the Port and the railway carrier (hereinafter referred to as the Technology). In the event of failure to comply with the requirements specified in the Technology to packing/package, marking, unit load or the goods stowage and fastening method, upon filing the request for correction of the violations identified, the Customer shall state a method for stowage and fastening of dangerous goods in container and attach the corresponding fastening diagram approved by the carrier (in cases when the violation consists in improper fastening and stowage of the dangerous goods in container). In cases when it is not possible to define the way and method of fastening and stowage of dangerous goods in container, the Customer shall be entitled to file a request to the IS for additional works for visual inspection of the goods and definition of the scope of works required. The Customer's (their representative's) presence at such works shall be mandatory and shall be ensured by the Customer (in absence of the Customer (their representative) no works for visual inspection of the cargo and definition of the scope of works required for fastening and stowage in container shall be performed). After the method of the goods stowage and fastening in container is defined, the Customer shall put the details on fastening and stowage in the request filed before in the IS, or files a new request in the IS



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stating the list of works required for performance by the Port. After execution of the request for fastening and making the goods transportable, the Port shall post to the Customer's request in the IS photo content related to the works performed. Time limit for filing objections and claims related to fastening or method of the goods stowage by the Customer shall be 1 (one) day after the date of work performance by the Port and posting of the photo content in the IS. If there are no objections/claims from the Customer filed via IS, the works shall be deemed duly performed. If any circumstances of unsafe carriage arise in transit or in the point of destination due to the reasons which may depend on quality of the materials used by the Port, the Customer shall attach to their claim the corresponding opinion of an independent expert evidencing that there is a correlation between the occurred adverse consequences and quality of the materials used by the Port for performance of works for fastening and stowage of dangerous goods in container. If there are no claims as to the method of fastening and stowage from the Customer up to transfer to an intermodal transport, the Customer shall assume responsibility for any adverse consequences over the entire route related to improper fastening and stowage of dangerous goods in container.

In the event of any emergency occurred - during loading and unloading operations or transfer of cargo, that shows the signs of leakage, they shall provide the Port with the required accessories, packing, pay all the expenses for the incident management.

Danger signs on the container shall meet the requirements made to the cargo. The Port shall be entitled to refuse to unload from the vessel any containers with applied danger signs that do not correspond to the information of cargo

submitted by the Customer.

If the Customer declares dangerous goods for handling through the Port's berths as non-dangerous ones, without getting the Port's approval for the possibility of acceptance, without the corresponding marking, danger signs, and warning signs on the container according to the Rules for Carriage of Dangerous Goods by Sea and IMDG Code and does not submit the required information and documents to maritime safety division, Federal State Institution, Marine Port Authority, Vladivostok, the Port shall be entitled to lodge a claim (demand) against the Customer for payment of penalty amounting to RUB 100,000 for each container. The Customer shall undertake to pay the penalty within 30 business days after the date of claim (port's demand) receipt.

**2.4.2**

**2.4.2 When sending containers with OOG and heavy load** to the Port/providing for handling:

- they shall agree the possibility of service provision stating detailed cargo description, including weight dimension characteristics, attaching photos, drawings, and lifting diagrams, advising of cargo direction and transport of departure from the Port, list of works to be performed to the cargo in advance;

- they shall provide the information regarding delivery of such containers to the Port before loading thereof on the transportation vehicle in the departure port and shall assure arrival after the Port's written confirmation of such cargo acceptance;

- if any additional operations are required for the cargo (deconsolidation, transshipment, fastening, etc.), they shall additionally agree with the Port the possibility of performance thereof.

**2.4.3**

**2.4.3 When sending refrigerated containers** (hereinafter referred to as ref. containers) to the Port/providing for handling:

- in all cases before commencement of ref. container handling they shall provide all the details and information regarding storage conditions to the Port;

- they shall send requests to the IS for connection/disconnection of ref. containers to/from the power supply before the unloading starts, according to the procedure set forth by the Port's internal regulations posted on the

Port's official web-site;

- they shall ensure conformity of temperature conditions of laden/empty refrigerated containers arriving at the Port to the conditions specified in the request.

In order to connect a refrigerated container to the power supply network, they shall file a request stating information of the cargo and the required connection temperature.

Laden refrigerated containers arriving from sea shall be connected to power supply network on the Customer's or their Agent's request in accordance with the specified temperature requirements.

A refrigerated container shall be connected to power supply network by the Port for the whole period of storage of the refrigerated container until the cargo is released from the Port's warehouse.

After connection of a refrigerated container to power supply, the Port shall check setting of the temperature conditions according to the Customer's request. The Port shall control the set temperature conditions during the whole storage period.

If there is no Customer's request for non-connection of a laden refrigerated container, the Port shall through their own effort connect the container to power supply network setting the temperature that was set on the arriving container. The Customer shall be charged for the cost of connection services for the whole connection period;

If there is a request for non-connection, the container shall be stored at the port's general warehouse and shall be subject to movement to the refrigerated zone on the Customer's request.

In the event of arrival of containers with self-contained power supply, connection to the Port's power supply network shall be effected only on the Customer's request. If there is no request from the Customer, containers with self-contained mode shall be stored at the general warehouse with no monitoring.

If any refrigerated containers having irregular monitors for temperature conditions control by external inspection or with the need for container parts opening in order to run a check are sent to the Port, in the event such conditions were not stipulated at the point of approval of such containers acceptance by the Port, the Port shall not effect monitoring of temperature conditions in the container.

Failure to file/improper filing of the Customer's request for provision of additional services/performance of works by the Port shall entail imposition of all the expenses occurred on the Customer. The liability for cargo and equipment safety due to violation of conditions for acceptance of refrigerated containers for handling (including impossibility to monitor containers connected to the power supply due to placement of surveillance monitor out of reach) or availability of other circumstances not allowing the Port to effect connection, monitoring, to do loading and unloading operations in case of container defect or lack of a correct request, shall be borne by the Customer.

In the event the Customer fails to take measures on elimination of cargo spoilage and fails to remove the refrigerated container from the Port territory within 3 (three) days after an electronic certificate (report) is executed in the IS, the Port shall be entitled to charge the Customer with a forfeit amounting to RUB 50,000 for each container. That notwithstanding, any additional works for cleaning of the terminal territory and other expenses shall be paid by the Customer based on the certificate and the Port's calculation.

The Port shall not be liable for any changes in the cargo state in container and any types of the Customer's losses, except for the cases when such changes or losses resulted from circumstances that depend on the Port.

**2.4.4**

**2.4.4** If any defects or other observations are found as to commercial and/or technical condition of containers that endanger safety of carriage, handling in the Port territory, and preservation of cargo, allowing for access to the cargo, and availability of cargo residuals in empty containers, the Port shall be entitled not to accept such containers for handling.

**2.4.5**

**2.4.5** They shall arrange for presentation of vessels ready for handling in the Port, including completion of all the required customs and border formalities with relation to the vessel,

, strictly on the agreed date.

Among other things, the Customer shall ensure: readiness of holds, decks, all cargo handling facilities and hatches of the vessel for - safe loading and unloading operations with special dunnage in good order, lighting of the operation area (in holds, on deck, alongside the vessel) at night time in accordance with labor safety requirements in sea ports and fire safety requirements.

**2.4.6**

**2.4.6 When sending containers with alcohol and alcohol-containing products:**

The Customer shall undertake not to present for handling with subsequent storage in the Port territory any containers with ethanol and(or) alcohol and(or) alcohol-containing products, production and distribution of which is subject to licensing in accordance with provisions of applicable effective legislation, including Federal Law N 171- dated 22.11.1995 "On State Regulation of Production and Distribution of Ethyl Alcohol, Alcoholic and Alcohol-Containing Products and on Limitation of Consumption (Drinking) of Alcoholic Products".

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In the event of any facts of storage of containers with such cargo in the Port territory are identified:

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- (i) The Port shall unilaterally draw up a Certificate of General Form in the IS of Commercial Port of Vladivostok, a copy of which shall be sent to the Customer via member area of the user of IS of Commercial Port of Vladivostok;
- (ii) The Port shall be entitled to make a demand on the Customer regarding payment of penalty amounting to RUB 500,000 (five hundred thousand) for each identified container with such cargo. The Customer shall undertake to pay the penalty to the Port within 10 (ten) calendar days after the Customer receives the Port's demand. The penalty shall be paid regardless of compensating the Port for damages in the manner and time provided for by sub-clause (iii) of this clause;
- (iii) The Customer shall undertake to compensate the Port for the amounts of penalties, charges, and other damages, in the event the public oversight (supervision)



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authorities commence any administrative offence cases resulting from storage of container with such cargo in the Port territory, within 10 (ten) calendar days after the Customer receives the Port's demand with attached copies of the supporting documents.

Not later than 5 (five) calendar days before the estimated date of arrival at the Port (but not later than 3 (three) days before the loading date at the port of shipment / station of departure / point of shipment) of container containing beer / beer-based beverages / cider / Poiret / mead imported to the Russian Federation in accordance with the laws of EAEU and (or) customs laws of the Russian Federation, the Customer shall get from the Port an approval for presentation of container with such cargo for handling with subsequent storage.

For the Port to consider the request for approval of handling with subsequent storage of a container containing beer / beer-based beverages / cider / Poiret / mead, the Customer shall provide the Port with the following information in writing signed by the Customer's authorized representative:

- (i) Container type and number;
- (ii) Kind and code of beer / beer-based beverages / cider / Poiret / mead;
- (iii) Details of manufacturer and importer (name of legal entity, TIN, RRC);
- (iv) Volume (in liters/decaliters) of beer / beer-based beverages / cider / Poiret / mead in container (separately for each kind and code of products);
- (v) Information of volume of beer / beer-based beverages / cider / Poiret / mead imported for wholesale trading organizations, retail trading organizations or other organizations.

The Customer shall undertake to compensate the Port for the amounts of penalties, charges, and other damages in the event the public oversight (supervision) authorities commence any administrative offence cases, within 10 (ten) calendar days after the Customer receives the Port's demand with attached copies of the supporting documents.

In the event there is no approval from the Port, the Port shall be entitled to refuse to accept / unload to the Port territory a container

containing beer / beer-based beverages / cider / Poiret / mead, all the risks of adverse consequences of such refusal shall be borne by the Customer.

In the event any facts of storage of containers containing beer / beer-based beverages / cider / Poiret / mead in the Port territory are identified, when there is no approval from the Port regarding delivery thereof and (or) if the Customer provided incomplete / false information for the Port's consideration of request for approval of handling with subsequent storage of container containing beer / beer-based beverages / cider / Poiret / mead:

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(i) The Port shall draw up a Certificate of General Form in the IS of Commercial Port of Vladivostok, a copy of which shall be sent to the Customer via member area of the user of IS of Commercial Port of Vladivostok;

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(ii) The Port shall be entitled to make a demand on the Customer regarding payment of penalty amounting to RUB 100,000 (one hundred thousand) for each identified container with such cargo. The Customer shall undertake to pay the penalty to the Port within 10 (ten) calendar days after the Customer receives the Port's demand. The penalty shall be paid regardless of compensating the Port for damages in the manner and time provided for by sub-clause (iii) of this clause;

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(iii) The Customer shall undertake to compensate the Port for the amounts of penalties, charges, and other damages, in the event the public oversight (supervision) authorities commence any administrative offence cases resulting from storage of container containing beer / beer-based beverages / cider / Poiret / mead in the Port territory, within 10 (ten) calendar days after the Customer receives the Port's demand with attached copies of the supporting documents.

**2.4.7.**

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**2.4.7. When sending containers containing valuable cargo:**

Not later than 5 (five) calendar days before the estimated date of arrival at the Port (but not later than 3 (three) days before the loading date at the port of shipment / station of departure / point of shipment) of container containing valuable cargo, the Customer shall get from the Port an approval for presentation of container with such cargo for handling.

In the event there is no approval from the Port, the Port shall be entitled to refuse to

accept / unload to the Port territory a container containing valuable cargo, all the risks of adverse consequences of such refusal shall be borne by the Customer.

2.5

2.5 They shall inform the Port of the nominated ship Agent, including their name, registration details, location address, power of attorney to act on behalf of the Customer hereunder. The power of attorney may be submitted in original copy, via EDF or IS.

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2.6 Not later than 24 hours before the vessel arrival for handling, it shall provide the Port with the following by introducing into the IS (EDI files):

(EDI ):

- complete shipping documentation, loading plans, and instructions required to ensure timely and safe unloading/loading, information regarding cargo on board (including cargo description translated to Russian) shall be submitted in the international formats only: IFCSUM\_94B, IFCSUM, IFTMIN or internal format XML (see format description in e-document templates: <http://vmtp/klientam/normativno-spravochnaya-informatsiya>);

IFCSUM, IFTMIN  
XML (

IFCSUM\_94B,

<https://vmtp.ru/klientam/normativno-spravochnaya-informatsiya>);

- shipload formation plan, when the handling is effected on the scheme "warehouse-vessel";
- lists of open-top, flat-rack and platform container types, tank containers, refrigerated containers (including requests for their connection or non-connection to the power supply), containers with dangerous goods, non-standard containers, heavy load and OOG, containers which weight exceeds 30.5 tons, containers planned for container stowage, as per the agreed form;

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- request for cargo placement and storage at the Port's Permanent Customs Control Zone (hereinafter referred to as the PCCZ). If the cargo is placed in the temporary storage area, the Customer shall at its sole discretion conclude contracts with temporary storage area operators for the cargo to be placed and stored.

If the temporary storage area refuses to accept the cargo, the Port shall inform the Customer by any means available, returns the cargo onboard, and charges the Customer with

expenses for involuntary operations.

Such cargo shall be placed to the PCCZ based on the Customer's request approved by Division of Customs Activity (according to the details specified in section 9 hereof) before the date of cargo handling commencement, upon confirmation of the possibility to accept the cargo by the Port;

- according to the requirements of process flow diagrams approved by Vladivostok Customs, they shall provide the Port with the following: preliminary information of transit containers, copies of orders for shipment of export cargo (loaded into the IS) marked by the customs authority, and export bills of lading marked by the Customer, with instructions for release of import cargo, etc.

**2.6.1.**

**2.6.1.** If the Port's conditions or requirements applied to the format of information provided by the Customer or their ship Agent according to clause 2.6 hereof are changed, the Port shall inform the Customer thereof not less than 15 (fifteen) days in advance.

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The Customer shall provide the information in the new format from the date stated by the Port, unless any other term has been agreed by the Parties.

**2.7.**

**2.7. When arranging for loading of the vessel:**

**2.7.1**

**2.7.1** They shall participate in drawing up of an initial cargo handling plan together with the Port.

The Carrier shall provide the Port with information on cargo (preliminary cargo handling plan, lists of containers, etc.) not later than 48 (forty eight) hours before the vessel goes for loading.

The Port shall get approval of an executive cargo handling plan from the vessel Administration

**2.7.2**

**2.7.2** Acceptance and accumulation of empty and laden containers bound for export shall be effected: in ship sections – in scopes approved via the IS system for the corresponding voyages of vessel; in ship sections – a scope of containers approved by the Port shall be accepted.

**2.7.3**

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**2.7.3** If the containers accepted to the warehouse are not shipped in the stated amount to the voyage specified by the Customer (according to the order for shipment in the IS) due to the reasons beyond the Port's control, the Customer shall pay to the Port for involuntary cargo handling operations for segregation, movement of cargo to sections/stocks.

**2.7.4**

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**2.7.4** Upon agreement of the Parties, in the event of operational need for additional loading of the Customer's empty COC containers, cargo documents for such additional loading may be provided by the Customer during the vessel handling.

**2.8**

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**2.8** It shall provide the Port in due advance with the samples of documents (bills of lading, cargo manifests, export orders, and other documents), and gets prior approval from the Port regarding form of cargo release order, presenting duly executed powers of attorneys, containing, among other things, samples of signatures of the persons authorized to sign such documents on behalf of the Customer.

They shall inform the Port of any changes in the blanks of the abovementioned documents and the list of the Customer's authorized representatives presenting the correspondent new power of attorney without delay; changes shall be made to the form of cargo release order, as agreed upon with the Port.

The Port shall not be liable for occurrence of circumstances arising from delay in informing the Port of changes in standard forms / contents of documents named in this clause and/or list of persons authorized to sign thereof on behalf of the Customer.

The Customer shall compensate the Port and any third parties for all losses resulting from release of cargo by the Port based on standard forms/content of documents named in this clause and/or containing signatures of persons, changes to which have not been timely brought to the notice of the Port.

**2.8.1.**

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**2.8.1.** They shall accept the container/cargo for carriage from the shippers and issue

instructions to the Port for release of container/cargo to the consignee, sign off on export orders.

Original bill of lading shall be withdrawn by the Customer from container/cargo consignee in exchange for instruction to the Port for release of container/cargo.

The Customer shall undertake to verify legal force and proper documentary evidence of powers in relation to container/cargo of the person to whom the container/cargo shall be released according to the instructions given by the Customer to the Port (hereinafter referred to as the Authorized Consignee).

The Port shall not be liable to the Customer and any third parties in the event of release of container/cargo to the Authorized Consignee or his representative in compliance with provisions of clause 2.13 hereof.

The Customer shall undertake to compensate the Port and any third parties for all losses resulting from release of cargo by the Port to the Authorized Consignee or his representative.

**2.9**

**2.9** They shall ensure that accurate and entire information is timely entered in the IS in accordance with content of the shipping and transportation documents, regulations and instructions provided by the Port at the official web site <https://vmtp.ru>.

When the documents are made in a foreign language, they shall provide a duly certified translation thereof into Russian.

They shall be guided by the approved procedures for documenting unloading/allocation/release of import cargo at the PCCZ of PJSC "Commercial Port of Vladivostok" published at the web-site: [www.vmtp.ru](http://www.vmtp.ru). Movement of cargo from berth to berth at the port shall be done at the Customer's expense.

**2.9.1**

**2.9.1** They shall sign a Customs Vessel Entrance and Clearance file for each vessel call handled by the Port, that is generated in the IS electronically, within 1 (one) day after the Customer gets the notice in the IS of the Customs Vessel Entrance and Clearance file readiness.

**2.10**

**2.10** They shall take measures for timely handling of commercial issues arising during loading/unloading, arrangement for cargo dispatch from the port, and other issues arising

during cargo handling.

**2.11**

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**2.11** If quantity (weight) characteristics stated in the bill of lading for the cargo that is being kept at the PCCZ do not correspond to the details stated in the customs declaration, the Customer shall make a request to the Port regarding cargo weighting as per conditions and tariffs of the effective Tariff Appendix hereto.

The weighting results shall be documented by Weighting Report as per the form published at web-site: [www.vmtp.ru/](http://www.vmtp.ru/).

**2.12**

**2.12** Before commencement of cargo handling operations, they shall provide the Port with equipment and materials required for fastening, separation of cargo onboard according to the effective Rules for carriage of goods by sea.

Dunnage for additional and special fastening, separation shall be provided by the Customer, where those are used by the Port.

If necessary, they shall provide the Port with transportation, permission documents confirming fulfillment of the prescribed formalities for the cargo and public control forms, registration documents (certificate of state registration of a legal entity and registration with a tax authority), list of road haulers, powers of attorney for people authorized to sign requests, calculation, financial, and other documents provided to/received from the Port.

**2.13**

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**2.13** The cargo shall be released by the Port only to the person specified by the Customer (authorized representative) in the IS.

**2.3.1**

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If there is no preliminary assignment for cargo to a forwarder in accordance with cl. 2.3.1 hereof, the Customer shall pay for storage services and other works and services performed (provided) by the Port in relation to such cargo, the Customer shall also be liable for late removal of the cargo.

**2.13.1**

**2.13.1** The Customer shall ensure timely removal of cargo from the Port avoiding exceeding of the storage limit, that is 60 (sixty) days after the date of unloading from a vehicle.

Upon expiration of 30 (thirty) days of storage, the Port shall be entitled to issue, and the Customer shall undertake to pay a universal transfer document or a commercial invoice with calculation of the services cost and delivery and acceptance certificate for the services provided (works performed) attached, for cargo storage upon the end of each accounting period in time and manner set forth in section 5 hereof.

The Customer shall undertake to pay for the storage services for the whole period of storage until the date of actual departure of cargo from the Port territory. An incomplete day shall be calculated as a complete one.

In the event the storage limit is exceeded, the Customer shall undertake to pay to the Port for all the works performed (services rendered), and any additional actions (measures) taken in relation to such storage for the storage period exceeding 60 (sixty) days, including movement of cargo (including without the Customer's request), as per rates set forth in tariff appendix hereto.

**2.13.2**

**2.13.2** Upon expiration of the cargo storage limit, the Port shall be entitled at their own discretion, without the Customer's requests, but at the Customer's expense, to move the container, including to another storage zone located outside the Port territory (including other zones of permanent (temporary) customs control and temporary storage areas with the consent of the customs authority).

Movement of container to another storage zone and/or cargo handling zone (place of loading/unloading of containers) upon shipment thereof from the Port territory, works and services for assurance of container quality and safety during movement and after movement to another storage zone, *and other related services (works)* shall be paid by the Customer based on the scope of services (works) actually provided (performed) according to the Port's calculation or as per tariffs provided for herein, based on the PSDs issued by the Port.



**2.13.3**

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**2.13.3** In the event the cargo accepted by the Port is detained and/or arrested by customs authorities, law enforcement authorities or other public (municipal) authorities, the Customer shall pay to the Port the cost of works (services) performed (provided) in relation to the cargo for the whole period starting from cargo acceptance by the Port until actual departure of the cargo (including for the whole period of cargo detention and/or arrest).

**2.13.4**

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**2.13.4** In the event the container/cargo is detained and/or arrested by a public (municipal) authority of the RF, the Customer shall pay for all works performed/services rendered by the Port as of the time when the Port finds out that the cargo was detained and/or arrested, within the period of not more than 5 (five) calendar days after the Port presents the demand for payment.

**2.13.5**

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**2.13.5** In the event empty containers taken to accumulative sections "bound for the sea" (upon the Port's approval) change their status (the status shall be changed by the Customer via the IS) and are removed from the Port terminal by intermodal transport (ROAD/RAILWAY), the Customer shall pay for: operations for container unloading/loading from/to intermodal transport according to conditions and tariffs of section No. 4 of Tariff Appendix; container storage at the port terminal warehouse (for the whole period in the port) – according to conditions and tariffs of Section No. 1 of Tariff Appendix; segregation (if any) – at actual costs according to the Certificate of works performed.

**2.14**

**2.14** The Customer shall arrange for vacation of the Port berths within three hours after cargo handling operations are terminated, according to time sheet. The vessel berthing in the Port after expiration of the above period shall be possible upon the Port's approval only.

**2.14.1**

**2.14.1** In the event the Customer fails to

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arrange for the vessel unberthing from the Port within 3 (three) hours after termination of cargo handling operations, the Customer shall pay for overhead berthing of the vessel in the Port in the amount specified in Tariff Appendix hereto, upon expiration of 3 (three) hours after termination of cargo handling operations through actual unberthing of the vessel from the Port.

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The Customer shall also compensate the Port for losses arising from the Customer's failure to arrange for timely unberthing of the vessel from the Port upon completion of cargo handling services, including, but not limited to, in case of failure to unberth due to malfunction of the vessel, crew strike, and other circumstances.

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In the event the Customer fails to arrange for unberthing of the vessel from the Port within 3 (three) hours upon termination of cargo handling operations, the Port shall be entitled to arrange for the vessel unberthing through their own effort, the expenses to be charged to the Customer.

**2.14.2**

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**2.14.2** In the event the Port refuses to accept the cargo arrived at the Port (berthing of the vessel), the Customer shall immediately take measures to unberth the vessel from the Port to an anchorage/another port for further required operations to the Cargo.

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In this case further handling of the vessel shall be possible upon the Port's decision subject to the availability of vacant operational capacities for the required period of time taking into account traffic of ships following according to Preliminary schedule of vessel handling.

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In the event of failure to unberth the vessel from the Port after expiration of 2 (two) hours after the Customer received the demand to unberth due to the Port's refusal to accept the cargo arrived at the Port (berthing of the vessel), the Port shall be entitled to charge a payment for non-productive downtime of the vessel at the Port's berth in the amount specified in Tariff Appendix hereto.

Any damages and losses borne by the Port in the case mentioned in this clause shall be paid for by the Customer.

**2.14.3**

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**2.14.3** The Customer shall assume all risks (including those arising from violation of their obligations under the contracts entered into with other contractors) related to the Port's refusal to accept the cargo arrived at the Port (berthing of the vessel) for cargo handling operations in cases provided for by provisions hereof.

**2.15**

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**2.15** They shall ensure that the Customer's employees comply with occupational safety and health regulations when performing works in the Port, including in the event the Customer engages, on the Port's approval, any third-party organizations for performance of additional works related to cargo handling and storage. The Customer shall provide for safe working conditions for employees of the organizations engaged by them.

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[gruz@fesco.com](mailto:gruz@fesco.com),

**2.16** Requests for the works to be performed and services to be rendered related to the Customer's containers/cargo handling shall be sent using the IS and, when it is technically unrealizable, to the following e-mail (to be filed at least one day before the expected date of work performance (service provision) – to cargo department: [gruz@fesco.com](mailto:gruz@fesco.com)) as per the forms published at the Port's web-site [www.vmtp.ru](http://www.vmtp.ru).

The request shall include brief description of works and services, expected date of performance, payment guarantee for the works (services) performed.

The possibility to perform such works and services shall be approved by the Port upon consideration of the request submitted by the Customer.

The amount of payment for such works and services shall be determined by the Port subject to the nature, characteristics, and scope of works to be performed and services to be rendered.

**2.17**

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**2.17** To justify the application of value-added tax (VAT) at the rate of 0% (zero percent), not later than 90 days after for work (service) performance (provision), the Customer shall provide the Port with a duly certified set of documents (copies of bills of lading, export orders for each shipment, etc.) to justify the tax rate application according to the RF Tax Code.

In the event the tax authorities take a decision in relation to the Port to charge an additional VAT at the rate set forth by cl. 3, art. 164 of the RF Tax Code (including, but without limitation, due to failure to fulfill or improper fulfillment of obligations mentioned in this clause by the Customer, in relation to works (services) performed by the Port for the Customer to which a 0% tax rate, or VAT free, was applied, within not more than 5 (five) calendar days after receipt of the corresponding demand from the Port, the Customer shall pay a penalty amounting to 24% charged in accordance with effective tax legislation of the RF to the cost of Port's works (services) performed (provided) to the Customer hereunder.

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Upon the Port's request based on the demands by regulatory authorities, the Customer shall within 5 (five) business days provide the Port with a certified translation into Russian of the documents made in a foreign language.

**2.18**

**2.18** They shall notify the Port within three days in writing of any changes in bank details, legal address, form of ownership, constituent and other documents of the Customer, which may affect performance of this Contract attaching documents that confirm such changes.

**2.19**

**2.19** The Customer shall undertake not to effect handling through the Port, whether directly or indirectly, of any cargoes to any party, state, territory, in relation to which an embargo or restrictions from public authorities of the Russian Federation are imposed, except for the cases when it is specifically permitted.

**2.20**

**2.20** When performing the contract conditions, the Customer shall be guided by the document flow customary for PJSC Commercial Port of Vladivostok and effective regulatory documents, including internal regulations of PJSC Commercial Port of Vladivostok and IS user manuals posted by the Port at the web-site: <https://vmtp.ru/>.

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**2.21** They shall be responsible for all the consequences resulting from their breach of provisions of Section 2 and other provisions hereof.

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**3. THE PORT'S OBLIGATIONS**

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**3.1** On the agreed date (cl. 2.2.1 hereof), they shall insure the readiness of the Port's terminal berths, manpower, storage areas for acceptance of containers (general cargo – only upon written agreement by the Parties): cargo handling equipment for safe and time-efficient operations (according to the technology) and carrying out loading/unloading operations, taking into consideration the operational and actual terminal capabilities.

They shall load the Customer's vessels based on loading plan agreed and sanctioned by the Customer and approved by the vessel administration. Modification of the loading plan during loading shall be allowed upon written agreement with the vessel administration and the Customer.

3.2

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**3.2** They shall execute shipping documents in accordance with the internal regulations effective in PJSC Commercial Port of Vladivostok and compliance management of the data specified in the PSD issued to the Customer and IS accounting records.

They shall determine the document flow system for containers/cargo carriage to/from the Port territory in order to prevent any delays in unloading/loading of the Customer's vessel and release of containers/cargo to the Authorized Consignee.

Based on the Customer's power of attorney, application for provision of access to the IS, they shall provide the authorized person with a user account (login and password) for access to the IS that shall be deemed by the Parties as legally equal to a simple electronic signature.

They shall provide the Customer with the right of access to the IS of PJSC Commercial Port of Vladivostok as a cargo agent and forwarder.

The shall execute documents and enter data to the IS in accordance with regulatory documents effective at PJSC Commercial Port of Vladivostok, control compliance of the data of delivery and acceptance certificate for the services (works) provided with the data for

- cargo handling in the IS.

**3.3**

**3.3** According to cargo handling technology customary for the Port, they shall perform the complete set of works and services rendered, provided for in clause 1.1 hereof, from container/cargo arrival to the port and until its actual departure from the port.

They shall transfer the containers to the Customer/carrier (to intermodal transport) in accordance with effective rules and documents, including rules regulating carriages of export and import containers.

Operations for handling of the Customer's containers/cargo shall be carried out according to the carrier's/Customer's instructions/orders (by the number of packages and weight declared by the shipper), effective documents and the Customer's request.

Acceptance of the Customer's containers to the Port and delivery of containers to the carrier (to intermodal transport) shall be carried out through visual inspection (without inspecting the condition of container roof, bottom, hidden places and places inaccessible for visual inspection), not being a technical examination of container equipment, verifying container number, integrity of lock and seal devices (hereinafter referred to as LSD), accuracy of check symbols on the LSD, and correspondence thereof to the data of the carriage document.

If, after acceptance of containers/cargoes to the warehouse according to the above conditions, a segregation is needed, the Customer shall provide a request for such types of works.

**3.4**

**3.4** It shall keep records of the Customer's cargo delivered to the port according to inventory control rules customary for the port.

**3.5**

**3.5** If necessary, on the Customer's requests and at their expense, they shall perform (render) other works (services) related to handling of the Customer's cargo.

All the requests made in such case shall be agreed by the Customer with the Port in

advance.

**3.6**

**3.6** They shall give to the Customer an approval of vessel handling priority based on the Request for vessel presentation filed by the Customer as a part of regular fleet handling schedule effective in the current calendar month.

They shall modify priority of the Customer's vessels handling on the Customer's written request due to operational need, if priority modification does not hinder handling of other carriers' vessels.

The Port shall be entitled not to approve the vessel call and/or refuse to berth the vessel in the following cases:

- failure to pay against proforma invoice issued by the Port in cases provided for hereby;
- in the event the Customer has outstanding amounts for the services (works) provided previously;
- if it is technically impossible to accept the vessel/cargo;
- if the vessel arrives with deviation from the date agreed by the Customer and the Port as a date of vessel handling commencement (hereinafter referred to as agreed date);
- if the owner refuses to perform mooring works in accordance with the Port's plan of mooring operations, except for the period of adverse weather.

In the above cases, the Port shall be entitled to accept and handle the vessel by the residual model, depending on the availability of vacant spots in the Port's general schedule and availability of vacant operational capacities for the required period of time taking into account traffic of ships following according to the schedule. In this case, the Port shall not be liable for the vessel demurrage and other losses of the Customer.

In the event the vessel arrives before the agreed date, the Port shall in any case commence the vessel handling not later than on the agreed date.

**3.7.**

**3.7.** The Port shall be entitled to suspend performance of their obligations hereunder (except for storage), that is to say: release of Cargo from the Port (to retain the Cargo) and/or release, acceptance of cargo from the warehouse (to retain the Cargo) and/or delivery





resorting to judicial authorities.

The money obtained from the Cargo sale, less payments and expenses due to the Port related to storage, retention, and sale of the Cargo (including, without limitation, customs duties, fee to the bidding process organizer, the assessor), and the Customer's liabilities to pay for other services/works performed by the Port, the Port's losses, including punitive damages, shall be subject to remittance to the Customer according to the bank details specified herein. In the event the money obtained from sale of the Cargo is not enough to cover the amount due to the Port, the Port shall be entitled to demand full compensation of the incurred losses in a court of law.

Upon foreclosure without recourse to the legal action, the Port shall be entitled at their own discretion to sell the Cargo by bidding held according to the rules set forth by articles 447 and 448 and paragraph 3, chapter 23 of the Civil Code of the Russian Federation or to sell the Cargo to other party at market price determined based on the assessor's report.

Starting sale price of the Cargo from which the bidding starts shall be set by the Port at their own discretion taking into account the information stated in the documents to the Cargo.

The fee to the bidding process organizer shall be deducted by the Port from the proceeds from the Cargo sale.

The Port shall appoint the assessor at their own discretion. The amount of the assessor's fee shall be deducted by the Port from the proceeds from the Cargo sale, less the amount payable to the bidding process organizer.

In order to sale the Cargo by means stated herein, the Port shall be entitled to make any deals on their behalf that may be required therefor and correspond to their legal capacity, including with the bidding process organizer and the assessor, and sign all the documents required for sale of the Cargo, including delivery and acceptance certificates.

In the event upon expiration of the storage

limit, the cargo is unclaimed and (or) not removed from the Port, including, if the Customer claims refusal or impossibility to pay the debt for the Cargo storage in the Port or impossibility to remove the cargo from the Port, the Port shall be entitled to move the Cargo to/from the warehouse located outside of the Port (including, without any request from the Customer). Movement of the cargo, other expenses arising from cargo movement both in the Port territory and to/from a warehouse located outside of the Port, shall be effected at the Customer's expense as per the rates set by the Port. The Port shall be entitled to sell the Cargo fully or partially in order to compensate for their expenses in the manner and under the rules set forth herein.

The Customer shall undertake to pay to the Port for all the works performed (services rendered) and any additional actions (measures) taken with respect to the cargo storage in the period exceeding the storage limit, including storage, movement of the cargo to/from the warehouse located outside of the Port (including, without any request from the Customer), expenses for cargo sale at the rates set by the Port.

The Port shall notify the Customer of commencement of the Port's compliance with the measures related to storage of cargo in the Port in excess of the storage limit.

The Customer shall undertake to send a reply to the notice and take measures aimed at elimination of the circumstances that gave rise to the Port's notice within 2 (two) calendar days after the Port sends the notice.

If there is no reply from the Customer to the Port's notice within 2 (two) calendar days and (or) no measures are taken to remove the Cargo from the Port's territory, the Port shall be entitled to implement foreclosure on the cargo without recourse to court.

**4.**

**4. COST OF WORKS AND SERVICES**

**4.1**

**4.1** Cost of works for container handling and storage, as well as cost of other works/services related to handling performed and rendered by

the Port shall be established as per tariffs specified in Appendix No. 1 (Tariff Appendix) hereto.

**4.2**

**4.2** Payment for handling of otherwise classified cargo not specified in Appendix No. 1 (Tariff Appendix) shall be established at the tariffs agreed by the Parties.

**4.3**

**4.3** The amount of payment for cargo tally and other works and services related to handling of the Customer's cargo performed and provided as per the Customer's requests and in cases provided for hereby shall be determined by the Port taking into account the nature, characteristics, and scope of works performed and services rendered and shall be specified in the correspondent PSDs issued by the Port.

Payment for other works and services not stipulated herein performed and provided at the Customer's requests, for dunnage and materials for separation of general cargo onboard provided by the Port shall be made based on an additional agreement.

If there is no additional agreement, payment for the works performed and the services rendered, materials provided shall be made at the actual Port's costs in accordance with the request and conditions stated by the Customer in the request according to cl. 2.16 hereof.

2.16

**4.4**

**4.4** The Port shall be entitled at their own discretion to change the tariffs for works and services applied in performance of this Contract (including cost, name of works/services, conditions of tariff application) (hereinafter referred to as tariffs).

If the event of such changes the new tariffs shall be posted at the Port's web-site not later than 10 days before the date of commencement thereof that shall also be stated at the Port's web-site. The Customer shall undertake to follow such changes through their own efforts.

The new tariff rates shall be applied by the Parties starting from the day of commencement thereof specified at the Port's web-site.

In the event of objection to the new tariffs, the Customer shall be entitled to repudiate the Contract (contractual performance) by notifying

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the Port in writing thereof not later than 5 (five) calendar days before the new tariffs enter into force stating the expected date of the Contract termination (not later than 30 days after the Port is sent the corresponding notice). After receipt of such notice, the Port shall not accept new requests from the Customer for execution and only stores the Customer's Cargo that was in the Port territory when the Port received the notice. By the termination date, the Customer shall undertake to fully pay for the works actually performed and services provided by the Port and make other payments hereunder with respect to legal relations that arose before termination of the contract (specifically, penalties, forfeits, losses, and otherwise) and arrange for vacation of the Port territory from the Cargo within not more than 30 days after the notice of repudiation of this Contract (performance hereof) is sent to the Port.

If the Customer notifies The Port of repudiation of this Contract (performance hereof), the Contract shall cease to be effective upon the occurrence of the last of the following events:

- complete removal of cargo from the Port territory;
- payment for all the works performed and services rendered and other payments hereunder due to the legal relations that arose before termination of the Contract.

That notwithstanding, when calculating the cost of works/services in the period when the Contract has not ceased to be effective, the tariffs that were in force before the changes shall apply, but for not more than 30 days after the Customer sends to the Port the notice of repudiation of this Contract (performance hereof). Upon expiration of the said period, the new tariffs shall apply to calculation the works/services cost. Besides, the Port at their own discretion shall be entitled to apply conditions for retention and sale of the Cargo in the event the Customer breaches the time limits set for payment and/or Cargo removal, as well as other provisions of the Contract, if the above conditions for the Contract termination have not been complied with, therefore, the Contract remains effective.

Failure to provide the Port with a written notice of repudiation of this Contract (performance hereof) in the time limit set by clause 2 hereof, shall mean the Customer's consent with the tariff change.

If the tariffs are changed on instructions of the state authorities, the changes shall be accepted by the Parties upon introduction thereof.

**5.**

**5. SETTLEMENT PROCEDURE**

**5.1**

**5.1** Before the date of the planned handling of the Customer's vessel, the Port shall issue, and the Customer shall pay a proforma invoice for services on loading and/or unloading of containers to be brought/removed to/from the Port on the relevant vessel, calculated based on the basic tariffs for container handling services effective on the date of acceptance of the vessel for handling, determined in accordance with this Contract.

The proforma invoice shall be issued by the Port not less than 3 (three) calendar days before the planned date of commencement of vessel handling and shall be paid by the Customer before the date of commencement of vessel handling.

In the event the advance amount is not enough to fully pay for the works (services) specified in the request, the Port shall be entitled to suspend performance (provision) of works (services) and refuse to approve the request for delivery until the Customer pays the amount enough to fully pay for the works (services) specified in the request as an advance payment.

The right stated in this clause may be exercised by the Port regardless of the time when it was discovered that the advance amount is not enough.

Advance payments made hereunder shall not be a trade credit, thus, the rules of trade credit (loan, etc.) provided for by regulations of articles Nos. 809, 823 of the Civil Code of the Russian Federation shall not apply thereto.

Within 5 (five) calendar days after unloading the vessel, performance (provision) of other works (services), the Port shall issue a universal payment document/commercial invoice and delivery and acceptance certificate for the services provided (works performed) to the

Customer and provide a calculation of the works and services cost in accordance with the tariffs hereto.

10 / - Within 10 business days from the date of issue of the universal payment document/commercial invoice, the Customer shall pay to the Port the cost of works performed and services provided.

**5.1.1** - **5.1.1** The Port shall issue the abovementioned payment and settlement documents (proforma invoice, commercial invoice and delivery and acceptance certificate for the services provided (hereinafter referred to as the documents) to the Customer via EDF using qualified electronic signatures.  
 - If there is no EDF, the parties shall exchange the payment and settlement documents using the universal transfer document (hereinafter referred to as UTD) instead of the procedure for issuing invoice and delivery and delivery and acceptance certificate for the services provided.

**5.1.2** **5.1.2** The Customer shall consider and send to the Port the signed and duly executed delivery and acceptance certificate for the services rendered/UTD not later than within 5 (five) business days after receipt thereof, or send to the Port a reasonable refusal to accept the works performed (services provided).

If the Customer fails to send to the Port the signed certificate/UTD or the reasonable refusal to sign it within the established term, such certificate/UTD shall be deemed countersigned, the works (services) shall be deemed accepted and shall be subject to payment by the Customer in full.

**5.1.3** **5.1.3** The date of rendering the services (performing the works) shall be the date of delivery and acceptance of the services provided/UTD.

The date of payment shall be the date of crediting the Port's current account with the money.

**5.2** **5.2** The calculation period for the services provided on container/cargo storage shall be one calendar month. Within 5 calendar days after the end of the calculation period, the Port shall issue a PSD to the Customer in accordance with container nomenclature and quantity being stored during the accounting period.

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In the event upon expiration of the storage limit, the cargo/containers is/are unclaimed and (or) not removed from the Port territory, including, if the forwarder/cargo owner claims refusal or impossibility to pay the debt for such cargo storage in the Port or impossibility to remove the cargo from the Port, the works and services to such cargoes shall be fully paid by the Customer to the Port not later than 30 calendar days after expiration of container storage limit in the Port territory against the PSD issued by the Port.

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If the services for storage are still provided after expiration of the storage limit, the PSDs shall be issued monthly. The Customer shall pay for the cargo storage services within 10 (ten) business days after the commercial invoice/UTD is issued.

**5.3**  
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**5.3** The tariffs specified in Appendix No. 1 (Tariff Appendix) hereto according to which the works and services hereunder are paid, shall not include government taxes (value-added tax, etc.) which shall be charged, due and payable in the manner and amount, as specified by the effective laws of the Russian Federation.

**5.4**  
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 GRT \_\_\_\_\_

**5.4** The payment document (payment statement) executed by the Customer shall state: payment under contract No.GRT\_\_\_\_\_ stating VAT rate.

The Port shall be entitled to apply the payment received hereunder toward repayment of any Customer's outstanding debt hereunder or to set it off against advance payment for the works and services hereunder.

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The day when the documents are delivered to the Customer's authorized representative or sent by the Port to the Customer via fax/e-mail, electronic document flow (EDF) or by a registered mail with return receipt shall be the date of issuance of the documents specified in cl. 5.1 to the Customer.

In case of complete or partial refusal to pay the Customer shall state the reason for refusal in details within the term stipulated in cl. 5.1 hereof.

5.1

**5.5**

**5.5** If there is any Customer's debt for the works and services performed and rendered hereunder, the Port shall not unload/dispatch cargo until the settlements are completed and shall not be liable for cargo and vehicle downtime.

**5.6**

**5.6** In case of delay in payment for the services (works) by the Customer the Port shall be entitled to refuse to accept the vessel/cargo nominated by the Customer until the debt is repaid.

Until receipt of payment against proforma invoice in accordance with clause 5.1. hereof, the Port shall have the right not to accept the Customer's vessel for handling.

5.1.

**5.7**

**5.7** In the event the Customer fails to pay within the term specified in clause 5.1 hereof, the Port shall be entitled to impose, and the Customer shall undertake to pay to the Port a penalty amounting to 0.1 % per day of the outstanding payment.

5.1

0,1 %

**5.8**

**5.8** When calculating the cost of services (works), an incomplete day shall be taken as complete. In order to determine a term calculated as a day, the time from 00:00 to 24:00 shall be set.

00:00 24:00

**5.9**

**5.9** The Parties shall undertake to effect reconciliation of accounts hereunder drawing up a bilateral account reconciliation statement at least once a quarter and when the need arises.

The Port shall provide the Customer with an account reconciliation statement not later than on the 10<sup>th</sup> (tenth) business day of the month following the last month of the reported quarter. Within 5 (five) business days after receipt of the certificate, the Customer shall sign and return the account reconciliation statement to the Port.

If the Parties do not use EDF to send the account reconciliation statement, the statement shall be sent by e-mail. If the account reconciliation statement is sent by e-mail, such statement shall be recognized by the Parties as a written instrument.



The account reconciliation statement shall be made by the interested Party, signed by the authorized representative of such Party.

The Party that initiated the reconciliation shall send to the receiving Party the account reconciliation statement. Within 10 (ten) business days after receipt of the account reconciliation statement, the receiving Party shall sign and send one copy of the account reconciliation statement to the initiating Party or send to the initiating Party their written reasoned objections with regard to authenticity of the information contained in the account reconciliation statement.

If the Customer/the receiving Party does not send to the Port/the initiating Party the signed account reconciliation statement or written reasoned objections with regard to authenticity of the information contained therein within the terms specified in this clause, the account reconciliation statement shall be deemed acknowledged by the Customer/the receiving Party as worded by the Port/the initiating Party.

**6.**

**6. RESPONSIBILITY OF THE PARTIES**

**6.1**

**6.1** The Parties shall be responsible for non-fulfillment or improper fulfillment of the obligations hereunder pursuant to the law of the Russian Federation and the conditions hereof.

If the Customer has any debt to the Port for the services provided, the Port shall be entitled to retain the Customer's cargo until the Customer fulfills their obligation to pay and/or until the Customer provides an appropriate guarantee of performance. In this case, the expenses related to retention of the cargo shall be borne by the Customer. The Customer shall be responsible for any damage to the cargo resulting from retention thereof by the Port.

**6.2**

**6.2** The Customer shall be financially liable to the Port for losses incurred by their or their Agent's actions or omissions (including for failure to comply with the schedule for presentation of the vessels for handling, late

, furnishing of information) that caused downtime of manpower, handling equipment. The fact of downtime of manpower, handling equipment shall be evidenced by a report drawn up in the presence of both parties' representatives, and neither of the parties shall be entitled to refuse to sign such report.

The Customer shall be responsible for improper execution of shipping and accompanying documents, inappropriate condition of the cargo and the related downtime of vessel, machines, and manpower, for non-compliance with the approved unloading/loading plan, and due to other reasons under the Customer's control in the amount of actual loss caused to the Port.

The Customer shall be responsible for availability/serviceability of the vessel's equipment, twistlocks, guide rails, and other facilities, the absence/malfunction of which may cause unsafe handling of container/cargo.

**6.3**

**6.3** The Customer shall be responsible for accuracy of the data provided to the Port and specified in the shipping, transportation, and other documents provided/executed by the Customer.

In the event any inaccuracy is found in the documents/data specified herein, or if such documents are executed improperly, the Customer shall undertake to compensate the Port for all the losses caused thereby.

**6.4**

**6.4** The Customer shall be fully responsible for the cargo prohibited/restricted for import/export to/from the RF and for damage to the equipment (containers) during cargo handling operations in the Port, if such damages were caused by incomplete information of the cargo or improper fastening of the cargo inside the container.

The Customer shall indemnify the Port against all paid penalties imposed by the customs authorities for breach of customs rules, if such breach occurred through the Customer's fault.

5 Within not more than 5 (five) calendar days after receipt of the corresponding demand from the Port, the Customer shall compensate the penalties paid by the Port and imposed by the customs authorities for breach of customs rules

by the Customer.

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In the event the Customer violates the restrictions set forth by cl. 2.19 hereof, the Port shall be entitled to make a written demand on the Customer for payment of the penalty in the amount of RUB 100,000 (one hundred thousand) for each found evidence of the restrictions breach. The penalty shall be paid by the Customer within 10 (ten) calendar days after the Customer receives the corresponding written demand from the Port. Payment of the penalty shall not release the Customer from other adverse circumstances caused by failure to comply with the prohibitions and (or) restrictions for import / export of containers/cargoes to/from the RF by the Customer.

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The Customer shall be responsible for failure to comply with occupational safety and health regulations in the Port territory by the Customer's employees. If by agreement with the Port the Customer engages persons from third-party organizations for performance of additional works (count, evaluation of quality, expert examination of cargo) related to handling and storage of containers/cargo, the Customer shall be responsible for arrangement and compliance with the occupational safety and health regulations by employees of the engaged organizations.

**6.5**

3.2

**6.5** The Port shall be responsible for unsafe and low-quality handling of the cargo that occurred through its fault and is confirmed by the corresponding report, for execution of the shipping documents specified in cl. 3.2 hereof. The Port shall not be responsible for unsafe and low-quality handling of the cargo that was caused by the Customer's failure to provide information of the cargo properties, breach of requirements to stowage and fastening of cargo inside of container, malfunction of container/LSD, malfunction of the vessel's equipment or violation of other conditions hereof by the Customer.

**6.6**

**6.6** The Port shall not be responsible for quality of the arrived cargo, for quality and quantity of the cargo after it has been delivered

( ) to the carrier (to intermodal transport) and the documents have been executed.  
Due to the fact that acceptance and delivery of containers and control over technical condition of the containers are effected only by means of visual inspection, the Port shall not be responsible to the Customer for any damages and defects (including the 'hidden' ones), ( « ») service damages to the containers (i.e., the defects that the Port could not be found by the Port upon acceptance of the container in accordance with the conditions hereof), and for completeness and efficiency of refrigerating plants, unless such damages are caused by the Port guilty of inflicting mechanical damage during cargo handling operations.

The Port shall not be responsible to the Customer for any changes of cargo condition in the container and for any forms of the Customer's losses caused by improper running of refrigerated container power plant and/or incorrect setting of temperature mode in accordance with the Customer's request.

The survey shall be conducted only for the containers connected to power supply with standard monitors located in sight. Opening of refrigerated container parts for monitoring shall not be effected. For monitors located out of sight, including with no digital symbols, the monitoring shall be conducted only on prior approval (by sending a request to the Cargo Division). In the event a request is received for connection of such containers without prior approval, the request may be rejected. The monitoring shall not be conducted for containers with self-contained connection that are stored in the general warehouse. In the event any fault of a refrigerated container connected to power supply is found, the Port shall inform the Customer at the e-mail stated herein or specified in written request to the Port for such informing. After notification, regardless of receipt of such notice by the Customer, the Port shall not be responsible for any possible adverse circumstances, regardless of the Customer's actions or omissions. In the event of power failure, voltage surges due to the reasons beyond the Port's control, subject to notification of the Customer, the Port shall not be responsible for any changes of the cargo or refrigerated equipment running.

**6.7**

**6.7** If the Customer declares dangerous goods for handling through the Port's berths as non-dangerous, without the Port's approval, without the corresponding marking, danger signs, and warning signs on the container in accordance with the Rules for Carriage of Dangerous Goods by Sea and IMDG Code, and does not provide the required information and documents to Federal State Budgetary Institution Marine Port Authority of Primorsky krai and Eastern Arctic, Vladivostok port, the Port shall be entitled to file a claim (demand) against the Customer for payment of a penalty amounting to USD 1530 for each container, and the Customer shall undertake to comply with the pre-action claim within 30 business days after the date of claim receipt.

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The Customer shall be fully responsible, including financially, for emergency response related to handling of dangerous goods in the Port occurred through the Customer's fault as a consequence of presentation of false information of the cargo, including work of the Port, EMERCOM services, Russian Federal State Agency for Health and Consumer Rights, fire service and other agencies engaged for emergency response and further disposal of the hazardous waste that was formed.

**6.8**

**6.8** The Customer shall be financially liable to the Port for losses inflicted by their actions or omissions, late provision of information that caused downtime of manpower, handling equipment. The fact of manpower and handling equipment downtime shall be evidenced by a report drawn by the Port through their own effort.

**6.8.1**

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**6.8.1** In the event that the Customer fails to fulfill its obligation to remove from the territory of the Port a container (containers), the storage period of which (s) exceeds the limit storage period established herein, the Port shall; be entitled to make a claim (demand) to the Customer for payment of a fine in the amount of RUB 50,000 (fifty thousand) for each container for each day of non-fulfillment of the obligation to remove the container (containers).

**6.9**

**6.9** When handing over the container to the Port the Customer shall be responsible for lack of seals on the containers that allow to prevent unauthorized access to the cargo and meet all the applicable rules and regulations.

**6.10**

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**6.10** The Parties shall be released from responsibility for partial or complete non-fulfillment of their obligations hereunder, should it be caused by an event of force-majeure, specifically: natural disasters, military operations of any nature, sabotage, strikes, blockages, fire, accidents, floods, earthquakes, acts of public authorities and government agencies that affect fulfillment of the obligations, ban on export/import, and any other events which will be declared force majeure by the arbitration court.

**6.10.1**

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**6.10.1** In the event of a lack of electric power, a malfunction of power grids (outages by the power supply organization, power surges, etc.), the Port shall not bear property liability for damage caused by reasons beyond the Port's control, incurred by the Customer in connection with changes in cargo and/or operation of the refrigeration equipment / container.

At that if the above malfunctions are detected, the Port shall notify the Customer of their occurrence by any means available..

**6.11**

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**6.11** Losses incurred by the Port due to the Customer's fault related to improper fulfillment of conditions specified in section 2 hereof, shall be indemnified by the Customer within 5 (five)

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business days after receipt of the Port's written demand to indemnify losses with supporting documents to be attached.

**6.12**

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**6.12** If the shipper fails to comply with the rules for stowage and fastening, packing and marking of cargoes (including their failure to comply with the requirements to stowage and fastening of cargo in containers) approved by regulatory and legal acts effective on marine transport, the Port shall not be responsible to the Customer for impossibility to perform cargo handling operations to this cargo or damage to the cargo during performance of loading and unloading works.

In the event of discovering such cargo, the Parties shall draw up a certificate with supporting documents to be attached. On the Customer's request, loading and unloading operations to such cargo shall be performed in accordance with cl.2.16 hereof.

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**6.13**

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**6.13** In the event the Customer fully or partially removes from loading to the vessel voyage any containers confirmed (booked) by the Customer to such voyage of the vessel, the Customer shall inform the Port thereof in writing not later than 24 hours before cargo handling operations onboard are commenced for the voyage to which the containers were confirmed (booked).

All the Port's services related to loading/unloading/movement to accumulation sections and further storage of the containers removed from carriage by the Customer shall be provided based on the Port's tariffs and conditions stated in Appendix No. 1 hereto (Tariff Appendix), shall be calculated and payable by the Customer until the date of actual departure of the container from the Port territory.

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In the event the Customer fails to fulfill the obligation to inform of removal of containers from carriage on certain voyage of the vessel (not in writing and(or) later than 24 hours before cargo handling operations onboard were commenced for the voyage), the Port shall be entitled to make a demand on the Customer for

payment to the Port of the cost of additional (involuntary) segregation in relation to each ( ) container previously confirmed (booked) by the Customer for a certain voyage of the vessel and not shipped to the vessel performing such ( ) voyage according to the loading plan.

**6.14**

**6.14** The Customer shall compensate the Port for losses that result from the Customer's failure to arrange for timely unberthing of the vessel from the Port upon completion of cargo handling operations , including, but not limited to in the event of failure to unberth due to malfunction of the vessel, strike of the crew, and other circumstances.

**6.15**

**6.15** In the event any customs procedures for destruction, abandonment to the State are applied to the cargo or in case of detention/arrest of the cargo by customs authorities, the Customer shall pay for all the Port's expenses that arise, including cargo storage.

**6.16**

**6.16** All disputes and discrepancies which may arise between the Parties from this Contract or in relation hereto, including with respect to performance, breach, termination or invalidity hereof, shall be settled under a pre-action protocol. If the Parties fail to reach mutual agreement, the disputes shall be referred to the Arbitration Court of Primorsky krai.

Pre-action (extrajudicial) protocol of dispute settlement:

Before commencement of action arising from this Contract, the Party that believes that their rights were violated, shall send to the other Party a written claim. The claim shall contain the Party's demands, justification thereof stating the statutory regulations and (or) conditions hereof that were violated by the other Party. The claim shall be accompanied by copies of documents evidencing the circumstances stated therein.

The Party that received the claim shall consider it and substantially reply in writing (confirm the consent to full or partial satisfaction thereof or inform of complete dismissal thereof)



not later than 30 (thirty) calendar days after receipt thereof.

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In case of no response in the manner and within the time limits stated herein, and in cases when the response to the claim is received but the Party disagrees with it due to whatever reason, the latter shall be entitled to refer to court.

**7.**

**7. SPECIAL CONDITIONS**

**7.1**

**7.1** In order to perform certain operations hereunder, the Port shall be entitled to engage third parties. Settlements with the third parties engaged by the Port shall be made out of money received from the Customer.

**7.2**

**7.2** The Parties have agreed the following maximum particulars of the vessel for handling in the Port:

14 – 16 :  
 : 294,10  
 : 32,3  
 DWT: 90800  
 ( ): 11,4

For Port's berths Nos. 14 – 16:  
 Length: 294,10  
 Breadth: 32,3  
 DWT: 90800  
 Draught (maximum permissible): 11,4 m

9 – 10 :  
 : 236,0  
 : 32,2  
 DWT: 64600  
 ( ): 10,0

For Port's berths Nos. 9 – 10:  
 Length: 236,0  
 Breadth: 32,2  
 DWT: 64600  
 Draught (maximum permissible): 10,0 m

**7.3**

**7.3** Rates of unloading / loading shall be set as:

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 - 700/ - 400 – 400/300  
 ;  
 - 1700 – 700  
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 - 100

For high-capacity containers:  
 On specialized container ships:  
 - Bulk/container ship – 700 / bulk/container ship- 400 – 400/300 TEU per day;  
 - Bulk/container ship - 1700 – 700 TEU per day.  
 On multipurpose vessels:  
 - 100 TEU per day.

The following shall be excluded from:

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- Time of loading, movement, fastening or unloading of Out-of-Gauge Containers and/or General Cargo;
- Time of floating gantry operation (if the use thereof is required for container ship handling);
- Removal/installation of hatch covers with Port's non-standard equipment;
- Time spent to stowage and levelling of containers on the Customer's request;

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- Time of work of the commission for inspection/examination of the vessel;
- Downtime that arise from failure to fulfill their financial operations hereunder by the Customer;

- Time when weather conditions hindered the vessel handling (including wind with the speed of 5 Beaufort upwards or exceeds the limit set by the authorities, precipitations, hoar, snow, fog, sea state of 3 Beaufort upwards, swell) or circumstances of insuperable force took place;

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- Non-operational time beyond The Port's control.

The specified rates shall be intended for control over vessel handling time and compliance with Preliminary schedule of vessel handling.

**7.4** :

**7.4** Port's operation schedule:

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 20.00 31 , 13.00 01 .  
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- fleet handling, acceptance/release of containers shall be effected daily/night and day, according to Code of Customs of Commercial Port of Vladivostok, except from 20.00 31 December to 13.00 01 January.

- container processing for acceptance/release – day and night.

**7.5** , ( )

**7.5.** In the event upon expiration of the storage limit, the cargo and (or) containers put into the Port's storage is/are unclaimed and (or) not removed from the Port's territory, including, if the Customer claims refusal or impossibility for the consignee to pay the debt for storage of such cargo in the Port or impossibility to remove the cargo from the Port, the works and services to such cargo shall be paid in full by the Customer to the Port, that notwithstanding, the Port shall be entitled to sell the cargo fully or partially in order to compensate for their expenses. For execution of this clause, the Port shall notify the Customer of expiration of container storage limit by sending a notice to one of the addresses stated in the details hereof. The notice may be sent to the Customer's e-mail stated in the details hereof.

7 The Customer shall therefore undertake to obtain confirmation from the consignee regarding payment for the limit-exceeding storage or pay for the Port's services in full and remove the cargo from the Port's territory within 7 days after the notice. The 7-day period for payment for the Port's services shall start from the date of sending the above written notice to the Customer. The payment shall be made against proforma invoice issued by the Port.

**7.6** ( ) **7.6** Repeated (twice and more) failure to fulfill their obligations for payment of the Port's services by the Customer in the manner set forth hereby shall be cause to (at the Port's discretion):

- unilateral termination of this Contract by the Port sending to the Customer a prior written notice of the contract termination 15 (fifteen) calendar days before the expected date of the Contract termination. That notwithstanding, the termination of the Contract shall not release the Customer from complete fulfillment of the obligations assumed hereunder.

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**7.7.** , **7.7.** The Parties have agreed that the following terms and conditions shall apply to relations of the Parties: Anti-Corruption Terms, Warranties and Representations, Confidentiality, Circumstances of Insurmountable Force (Force Majeure), Data Exchange Procedure, Procedure for Handling Information Resources, Reconciliation of Accounts, Personal Data, User Manual on Electronic Document Flow posted on official web-site of PJSC Commercial Port of Vladivostok on the Internet at <https://vmtp.ru/> in the section "Regulatory and Referral Information" being the integral parts hereof.

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<https://vmtp.ru/>  
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Signing this Contract, the Customer shall acknowledge that they have read and understood and accept the above terms and conditions and shall undertake to be governed thereby.

The Port shall be entitled at their own discretion to change the terms and conditions of this Contract posted on official web-site of PJSC Commercial Port of Vladivostok on the Internet. The changes shall be effected by posting of new versions of the corresponding terms and conditions on official web-site of PJSC Commercial Port of Vladivostok on the Internet not later than 10 (ten) calendar days before the date commencement thereof that shall also be stated at the Port's web-site. The Customer shall undertake to follow such changes through their own efforts.

In the event of the Customer's objection to the above changes, the latter shall be entitled to repudiate the Contract by notifying the Port in writing thereof not later than 5 (five) calendar days before the new terms and conditions enter into force. In such case the Customer shall undertake to pay for the works actually performed/services provided by the Port and pay the punitive damages presented for payment by the Port (penalties/forfeits/overdue interest) and arrange for vacation of the Port territory from the Customer's cargo.

If the Customer notifies the Port of repudiation of this Contract, the latter shall cease to be effective upon the occurrence of the last of the following events:

- complete removal of cargo from the Port territory;
- payment for all the works performed and services rendered and the punitive damages (penalties/forfeits/overdue interest) presented for payment by the Port.

That notwithstanding, the terms and conditions were in force before introduction of changes shall apply until termination of this Contract.

The Parties shall acknowledge that signing of documents/presentation of information by using login and password to the IS of Commercial Port of Vladivostok, unique PIN code generated in the IS member area of Commercial Port of Vladivostok shall have the legal force of a simple electronic signature equivalent to a handwritten signature.

PIN

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## 8. CONTRACT VALIDITY TERM

8.1

2023 . ( ) .

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**8.1** This Contract shall enter into force from the date of signing hereof by representatives of the Parties specified in preamble to the Contract, and shall be valid **through 31 December 2023**. The date stated in the top right corner on the first page hereof shall be deemed the date of signing.

If performance of this Contract hasn't been completed by the above date of validity term expiration, the Contract shall be prolonged until the Parties completely fulfil all the obligations assumed before the specified date hereunder.

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Expiration of the term/termination/dissolution of the Contract shall not release the Parties from complete fulfillment of the obligations that arose before the expiration date or the Contract termination/dissolution date and from responsibility for failure to fulfill or improper fulfillment of the obligations assumed by the Parties hereunder.

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If by expiration of this Contract, a new Contract has not been entered into, this Contract shall be deemed prolonged for not more than 30 days. If within 30 (thirty) calendar days after expiration of this Contract, the Parties do not enter into a new contract, this contract shall cease to be effective. In this case, the Parties shall make settlements within 5 (five) business days after this Contract ceases to be effective.

8.2

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**8.2** This Contract may be terminated before its expiration, provided that one of the parties gives a statement thereof in writing not later than 30 (thirty) days before the expiration date. All the settlements hereunder shall be completed before the termination date.

In the event of early termination of the Contract, the obligations and responsibility that had arisen before the notice of contract termination was received shall be fulfilled completely, all the settlements between the Parties shall be made.

8.3

8.3 If either Party decides to conclude a new contract before this contract expires, all mutual relations between the Parties shall be governed by this Contract until the new contract is signed.

8.4.

8.4. This Contract is made in two copies of equal legal force, one for each Party.

All amendments and additions hereto shall not be valid until made in writing by drawing up a single document and signed by the authorized representatives of both Parties, except for the conditions, which may be amended unilaterally according to this Contract.

After signing this Contract, all negotiations, agreements, correspondence, and representations preceding to conclusion hereof on the matters, directly or indirectly related to the Contract, conclusion, amendment and(or) termination hereof, shall be void.

The Parties shall acknowledge that all conditions contained herein shall be material conditions hereof, and as of signing of the Contract by the Parties, they have reached an agreement on them and settled all discrepancies in relation to the content hereof.

The Parties shall undertake to send all demands, claims, notices, legal communications, and other messages related to performance of this Contract to the addresses stated in section "Legal Addresses and Bank Details of the Parties" hereof in the manner set forth hereby.

The Parties shall not be entitled to assign their rights and transfer their debts hereunder to any third parties without written consent of the other Party. Assignment of the right (to claim), making a deal of pledging the right (to claim) hereunder, factoring deal, other deal that results or may result in encumbrance of the right (to claim) from the Contract and (or) other encumbrances related to the subject (part of the subject) of the Contract shall be committed by a Party hereto only subject to the other Party;s

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written approval.

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The Parties shall inform each other of change of their names, locations, addresses, contacts, and other details, including banking ones, not later than 15 (fifteen) calendar days after change thereof by sending to the other Party a corresponding notice of such changes. Entering into additional agreements hereto by the Parties shall not be required in the above cases. The Port shall introduce the corresponding changes to the IS based on the documentary evidence attached by the Customer to the written notice to the Port. The Party that failed to notify the other Party of such change in time shall bear the risk of consequences of non-fulfillment of such duty.

In other cases not stipulated herein, the Parties shall be guided by current RF legislation, including, but without limitation, Rules for the Provision of Cargo Handling Services in a Sea Port approved by order of the Russian Ministry of Transport No. 182 dated 9 July.

182. 9 2014 .

**9.**

**9. LEGAL ADDRESSES AND BANK DETAILS OF THE PARTIES**

**CUSTOMER:**

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\_\_\_\_\_ « \_\_\_\_ »

TIN  
 RRC  
 Address:  
 Tel:  
 e-mail:

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 :  
 e-mail:

**Bank details:**

A/C  
 Correspondent account  
 BIC

**CUSTOMER**

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Stamp here

**PORT:**

**PJSC "Commercial Port of Vladivostok"**

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TIN 2504000204 RRC 254001001

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 .: 8-800-770-0070  
 : (423) 2495-276  
 e-mail: [vmtp-info@fesco.com](mailto:vmtp-info@fesco.com),  
 :  
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 Branch of VTB Bank (PJSC) in Khabarovsk

**PORT**

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