

Suppliers or Forwarders Principals



FIATA FCT

Forwarders FAR - / RU

Certificate of Transport

ORIGINAL

Forw.Ref.

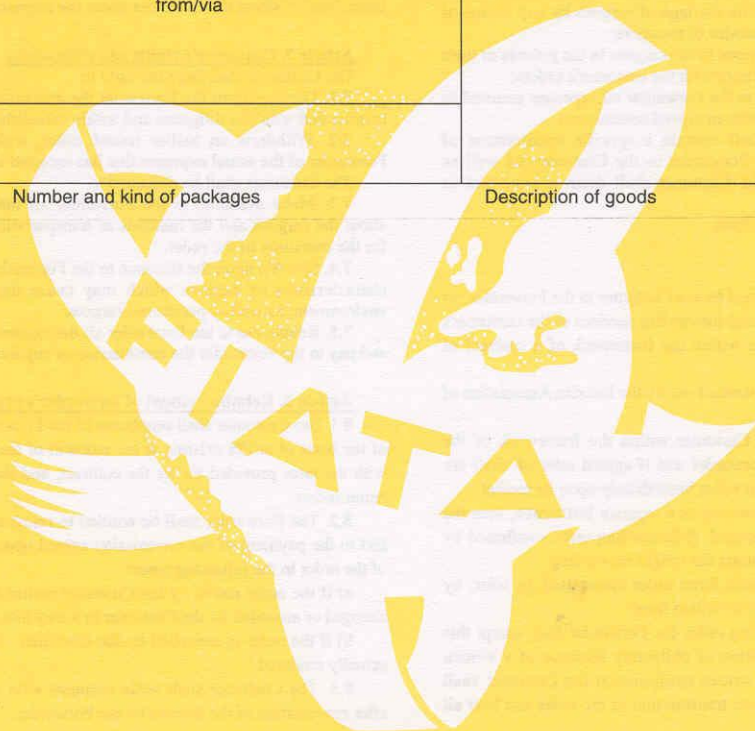
Consigned to order of

Notify address

Conveyance from/via

Destination

Marks and numbers Number and kind of packages Description of goods Gross weight Measurement



according to the declaration of the consignor

The goods and instructions are accepted and dealt with subject to the General Conditions printed overleaf.

Acceptance of this document or the invocation of rights arising therefrom acknowledges the validity of the following conditions, regulations and exceptions also of the trading conditions printed overleaf, except where the latter conflict with conditions 1-6 below.

- 1. The undersigned are authorized to enter into contracts with carriers and others involved in the execution of the transport subject to the latter's usual terms and conditions.
2. The undersigned do not act as Carriers but as Forwarders. In consequence they are only responsible for the careful selection of third parties, instructed by them, subject to the conditions of Clause 3 hereunder.
3. The undersigned are responsible for delivery of the goods to the holder of this document through the intermediary of a delivery agent of their choice. They are not responsible for acts or omissions of Carriers involved in the execution of the transport or of other third parties. The undersigned Forwarders will, on request, assign their rights and claims against Carriers and other parties.
4. Insurance of the goods will only be effected upon express instructions in writing.
5. Unforeseen and/or unforeseeable circumstances entitle the undersigned to arrange for deviation from the envisaged route and/or method of transport.
6. Unforeseen and/or unforeseeable disbursements and charges are for the account of the goods.

Insurance through the intermediary or the undersigned Forwarders

- Not covered
Covered according to the attached Insurance Policy/Certificate

All disputes shall be governed by the law and within the exclusive jurisdiction of the courts at the place of issue.

For delivery of the goods please apply to:

Freight and charges prepaid to:

thence for account of goods, lost or not lost.

We, the Undersigned Forwarders in accordance with the instructions of our Principals, have taken charge of the abovementioned goods in good external condition at:

for despatch and delivery as stated above or order against surrender of this document properly endorsed.

In witness thereof the Undersigned Forwarders have signed originals of this FCT document, all of this tenor and date. When one of these has been accomplished, the other(s) will lose their validity.

Place and date of issue

Stamp and signature

**GENERAL CONDITIONS OF THE RUSSIAN INTERNATIONAL FREIGHT FORWARDERS**

The present General conditions of the Russian International Freight Forwarders, hereinafter referred to as "General conditions", establish the relationship between Forwarders and Customers in organizing of transportation and rendering forwarding services to various cargoes (hereinafter referred to as cargoes) in the course of economic and other relations of the Russian Federation with foreign countries.

**Article 1. Forwarder**

With reference to the present General conditions, the Forwarder means a Russian juridical person authorized in accordance with the Law of the Russian Federation to render transport-and-forwarding services.

**Article 2. Customer**

With reference to the present General conditions, the Customer means any Russian and/or foreign legal or physical person that has concluded with the Forwarder a contract for freight forwarding or has issued the Forwarder with an order for the provision of transport-and-forwarding servicing of the cargoes, transferring in international communication.

**Article 3. Contract of transport forwarding**

- 3.1. Under a contract for freight forwarding:
- the Forwarder undertakes on behalf and at the expense of the Customer or on its own behalf but at the expense of the Customer to procure carriage of cargoes by any means of transportation in direct or combined (multimodal) modes of transport;
  - to provide transportation-and-forwarding services to the cargoes in the process of their conveyance from consignor to consignee, in conformity with the customer's orders;
  - while the Customer undertakes to reimburse to the Forwarder all expenses incurred in the execution of the contract and pay to the Forwarder an agreed commission.
- 3.2. The contract for freight forwarding shall contain a specific enumeration of transport-and-forwarding services offered by the Forwarder to the Customer, as well as other terms and conditions the Forwarder and the Customer shall deem it expedient to include into it.
- 3.3. The contract shall be concluded in written form.

**Article 4. Forwarding order**

- 4.1. A forwarding order means a document issued by the Customer to the Forwarder for the promotion of carriage and rendering transport-and-forwarding services to the customer's cargoes. A forwarding order may be issued either within the framework of a contract of freight forwarding or on a onetime basis.
- A general form of a forwarding order shall be worked out by the Russian Association of International Forwarders.
- 4.2. If a forwarding order is issued by the Customer within the framework of the contract signed between the Customer and the Forwarder and if agreed rates of tariff are available, the Forwarder begins the execution of this order immediately upon its receipt.
- 4.3. If a forwarding order is placed by the Customer as a separate instruction, then the forwarder's confirmation of this order shall be required. A forwarding order confirmed by the Forwarder shall be regarded as a concluded contract for freight forwarding.
- 4.4. A forwarding order shall be issued in written form: order transmitted, by telex, by cable or in a form of EDI shall be deemed as issued in written form.
- 4.5. In case of urgent execution of a forwarding order the Forwarder may accept this order in verbal form over the telephone on condition of obligatory issuance of a written order later on. Until the Forwarder has received written confirmation the Customer shall assume all risks involved in inaccurate or incomplete transmission of the order and bear all expenses connected to it.
- 4.6. If on receipt of a written confirmation of the order transmitted by telephone a discrepancy is found out between the verbal and the written order, the Forwarder shall immediately inform the Customer about this discrepancy and request it to give more precise definitions to the instructions.
- 4.7. Any changes or amendments to forwarding orders shall only be made in written form.
- 4.8. The forwarding order issued to the Forwarder must contain all the information required for its proper execution. The Forwarder is not be responsible for the possible consequences entailed by the provision of inaccurate or incomplete information.

**Article 5. Cargoes**

- 5.1. With reference to the present General conditions the "cargoes" mean any properly and goods, including live animals as well as any container, pallets and similar articles of transport or packing not supplied by the Freight Forwarder, irrespective of that by what modes, means and types of transport the cargoes are carried.
- 5.2. Dangerous and hazardous cargoes that can cause damage to other cargoes or perishable cargoes shall not be accepted by the Forwarder in the absence of a written order. If such cargoes are transferred to the Forwarder without special indications, the Customer shall assume responsibility for all losses that may be caused by these cargoes.
- 5.3. The Forwarder shall not verify the weight and the number of packages of the cargoes received by the carrier from the Customer or by the Customer from the carrier, unless stipulated otherwise in a special agreement. The number of packages shall be ascertained only if the cargo is taken in charge to the forwarder's storage or is shipped from the forwarder's storage.
- 5.4. If the cargo is placed in the forwarder's warehouse, the Forwarder shall issue a warehouse receipt to the Customer.
- 5.5. On the cargoes taken in charge, the Forwarder can issue the FIATA warehouse receipt (FWR) or forwarding certificate of receipt (FCR) or forwarding agents certificate of transport (FCT) according to the customer's order.

**Article 6. Forwarder's rights and obligations**

- The Forwarder shall have the right to
- 6.1. Invite third parties for the execution of the order.
  - 6.2. Effect carriage of cargoes with its own means of transportation. In this case the Forwarder shall conclude with the Customer a contract of carriage.
  - 6.3. Offer the Customer a combined (multimodal) method of transportation and act as an operator of multimodal transportation. In this case the Forwarder shall issue a document of combined (multimodal) transportation and the relations between the Forwarder and the Customer shall be regulated by the provisions of the document of combined (multimodal) transportation.
  - 6.4. Carrying out multimodal transportation the Forwarder can issue the FIATA multimodal transport Bill of Lading.
  - 6.5. Demand from the Customer the reimbursement of all expenses that has incurred in pursuance of the order and the payment of an agreed commission. The Forwarder shall be obligated.
  - 6.6. Execute the customer's order with proper care and diligence in the interests of the Customer.
  - 6.7. Strictly follow the customer's instructions. If the customer's instructions interfere with the economical and safe shipment of cargoes, the forwarder must immediately bring this to the customer's attention. If the Customer insists on its instructions, the Forwarder shall carry out the order, with all risks being placed on the Customer.
  - 6.8. Should the Forwarder be in no position to completely or partially carry out the order for reasons beyond its control, the execution of the order shall be postponed for a period commensurate with the time these reasons are in action. The Forwarder must immediately inform the Customer about the impossibility of fulfilment of the order.

**Article 7. Customer's rights and obligations**

- The Customer shall have the right to
- 7.1. Demand from the Forwarder the execution of the order accepted by it in a proper manner and with due diligence and within established time limits.
  - 7.2. Withdraw an earlier issued order, with an obligatory reimbursement to the Forwarder of the actual expenses that has incurred in pursuance of the order. The Customer shall be obligated to
  - 7.3. Make available to the Forwarder all the information required for the transport about the cargoes and the methods of transportation, together with all documents required for the execution of the order.
  - 7.4. Specify, upon the issuance to the Forwarder of the order, the special properties and characteristics of cargoes which may cause damage to other cargoes, people or the environment, as well as perishable cargoes.
  - 7.5. Reimburse to the Forwarder all the expenses it has sustained in executing the order and pay to the Forwarder the commission as stipulated by the contract.

**Article 8. Reimbursement of forwarder's expenses and payment of commission**

- 8.1. The Customer shall reimburse to the Forwarder the expenses sustained by the latter of the basis of tariffs existing at the moment of the execution of the order or in accordance with the rates provided for by the contract, and shall also pay to the Forwarder an agreed commission.
- 8.2. The Forwarder shall be entitled to reimbursement of the expenses it has sustained and to the payment of the commission agreed upon before the completion of the execution of the order in the following cases:
- a) if the order issued by the Customer earlier and accepted by the Forwarder has been changed or amended by the Customer in a way that makes impossible its execution,
  - b) if the order is cancelled by the Customer - at the amount of the cost of the services actually rendered.
- 8.3. The Customer shall settle accounts with the Forwarder within two working days after presentation of the invoice by the Forwarder.

**Article 9. Forwarder's liability**

- 9.1. The Forwarder shall bear responsibility for the actual damage caused to the Customer through improper execution of the order, if this has occurred through its fault.
- 9.2. The Forwarder shall not bear responsibility for non-observance of the dates of shipment of cargoes, unless this is specifically provided by the forwarding order.
- 9.3. The limits of Forwarder's liability cannot be higher than those stipulated in international conventions and documents (MT, Hamburg, Hague/Visby, Warsaw conventions and rules, FBL etc.) unless otherwise agreed between Forwarder and Customer.

**Article 10. Customer's responsibility**

- The Customer shall bear responsibility for
- 10.1. Transfer to the Forwarder of inaccurate, incomplete, or untimely information about the properties and characteristics of cargoes and rules of their carriage.
  - 10.2. Possible consequences stemming from inaccurate or incomplete information made available to the Forwarder in the forwarding order.
  - 10.3. Demurrage of means of transportation under loading or unloading or in expectation of loading/unloading, caused by the customer's improper actions or by its inaction, as well as by the untimely acceptance of cargoes or its untimely taking out from the forwarder's warehouses, for the amount of penalties imposed by the carrier.

**Article 11. Claims**

Disputes and disagreements between the Forwarder and the Customer, arising from the execution of the contract or order shall be regulated by the legislation of Russian Federation on force and by provisions of the contract for freight forwarding.

**Article 12.**

The present General conditions are recommended for use to Russian international freight forwarders.

## **Экспедиторский сертификат перевозки (Forwarders Certificate of Transport - FIATA FCT)**

Оборотный документ, ценная бумага. Выдав этот документ, экспедитор берет на себя обязательство доставить груз получателю привлеченным перевозчиком и на условиях этого перевозчика. Служит доказательством исполнения экспортером обязательств по поставке товаров и документом для получения денег за товар по аккредитиву и на инкассо.