

**Addendum №1**

*To order №121/56 dated 05.10.2017*

**TERMS OF SERVICE\***

**Multi-purpose Transshipment Complex «Bronka»**

**(MSCC «Bronka»)**

**Saint-Petersburg**

**2019**

\*Terms of service are available in Russian and in English, but for legal purposes text in Russian takes precedence.

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## General provisions

1.1. **Terms of service of Multi-purpose Transshipment Complex (MSCC «Bronka»)** hereafter – Terms, are composed in accordance with:

* Civil code of the Russian Federation,
* Merchant shipping code of the Russian Federation,
* Federal Law of the Russian Federation «On the seaports in the Russian Federation and on the introduction of amendments into the individual legislative acts of the Russian Federation» №261-FZ of November 8, 2007.
* Ministry of Transport of the Russian Federation Order №182 of 09 July 2014 «On the approval of rules of transshipment of goods in seaports»,
* Acting compulsory regulations at the seaport «Big port of Saint Petersburg», which are set in action by the Order the Ministry of Transport of the Russian Federation «On the approval of compulsory regulations at the seaport of Big port of Saint Petersburg », №388 of 19 December 2016,
* other legal acts of the Russian Federation and practices of international sea trade ports and terminals.

1.2. The Terms regulate:

* operating mode of MSCC “Bronka”;
* rules and conditions of vessels’ acceptance, loading, discharge and service;
* rules and conditions of goods’ delivery, acceptance, storage and shipment;
* Operators relations with Customers and third parties;

1.3. Definitions

**«Agent»** – a person registered in accordance with the legislation of the Russian Federation (legal entity or sole proprietor), duly authorized by the Customer to represent its interests and to perform actions on its behalf on the territory of the Russian Federation.

**«Autovizit»** – a request to enter the terminal by truck for loading/unloading.

**«Owner of the infrastructure»** – a person registered in accordance with the legislation of the Russian Federation (a legal entity or a sole proprietor) and operating infrastructure facilities on its own behalf, regardless of whether it is the owner of these facilities or uses them on another legal basis;

**«State control representatives»** – representatives of border, customs, sanitary-quarantine, veterinary, phytosanitary state services, exercising control at the checkpoint within the limits of the powers established by the legislation of the Russian Federation;

**«Cargo»** – goods as described in the shipping document, and in respect of which the Operator provides services in accordance with these Rules and contracts with Customers, as per instructions from the Customer. The term **«Cargo»** includes packaging materials and means of consolidation;

**«Cargo documents»** – documents accompanying the cargo from the moment of loading onto the vessel to its delivery to the consignee (charter, bill of lading, tally receipt, etc.).

**«Polluting cargo»** – dusty and soiling cargo of mineral and animal origin, either transported in bulk or packaged which does not provide isolation of their polluting properties to the environment during transportation, handling and storage;

**«Customer»** –a person or a legal entity that has entered a contractual agreement with the Operator on its own behalf. That may include shipowners, agents of shipowners or other interested parties;

**«Container»** –any standard or specialized ISO container (of any footage) including flat racks, platform containers, tank containers, refrigerated containers that conform to the safety requirements of the CSC (International Convention on safe containers), which can be handled with the container spreader and placed in a stack;

**«International Maritime Organization» / «IMO»** – the international intergovernmental organization, a specialized Agency of The United Nations, serves as a driver for cooperation and exchange of information on technical issues related to the international merchant shipping;

**«Out of Gauge container (O.O.G.)»** –a container that has an excessive height, length or width, or a container that has an offset center of gravity that exceeds acceptable standards or whose placement requires a dedicated storage area;

**«Notice of readiness (NOR)»** –a written notice given by the shipowners’ official representative to the Operator on the readiness of the vessel for cargo operations. If the notice of readiness is submitted to the Operator before 12:00, the laytime count starts from 18:00 of the same day. If the notice of readiness was submitted after 12:00, the laytime count starts from 08:00 of the next day;

**«Lumpsum storage volume»** –a quantity of goods of a certain nomenclature agreed by parties as per contracts for a lumpsum storage, for the purpose of forming a shipment consignment;

**«Vessels’ servicing»** – provision of paid services by the Operator at the sea terminal including granting access to the infrastructure necessary for mooring, berthing and cargo handling;

**«Dangerous goods»** –cargo which is classified by International Maritime Organization (IMO) and International Maritime Dangerous Goods Code (IMDG) as dangerous for shipment by sea, river, land transport, as well as goods that, due to their inherent properties and (or) other features may pose a threat to human life or health, harm the environment, lead to damage or destruction of property while handling or during storage;

**«Operator»** – a transport organization that manages the terminal, handles cargo including transshipment operations, provides services for vessels and vehicles and/or passengers;

**«Transshipment»** –a set of technological operations carried out by the Operator within the limits of the Terminal associated with loading/unloading of goods from one mode of transport to another;

**«Carrier»** –person or a legal entity which, by the contractual agreement is obliged to deliver cargo to the consignee;

**«Refrigerated container»** –loaded container that requires connection to the power supply system of the Terminal in order to maintain the temperature set by the Customer;

**«Stevedore»** –a person registered in accordance with the legislation of the Russian Federation (sole trader or individual entrepreneur), carrying out loading and unloading of vessels at the terminal of MSCC "Bronka»

**«Vessel»** – any vessel intended for the shipment of goods by sea, owned, operated and/or chartered by the Customer, as well as specialized vessels of third parties carrying goods;

**«Shipowner»** – a person or a legal entity who operates a ship on his own behalf, whether he is the owner of the ship or uses it on other legal grounds;

**«Prices»** –the amount of payment for the services rendered by the Operator as per contractual agreement with the Customer;

**«Laytime»** –a period of time that a vessel is berthed, calculated by dividing cargos’ weight (measured in tonnes) or volume (measured in cubic meters) by the loading/unloading rate set in the contract between the Operator and the Customer;

**«Lumpsum storage period»** – the period of time during which the Cargo is stored at the Terminal in order to form a consignment or in waiting for Transshipment onto a vessel or land transport. Unit of measurement - is a day (24 hrs.). The cost of lumpsum storage is included in the Transshipment price;

**«Time sheet»** –an official ship's document drawn up by the Shipowner and the Operator, which chronologically records (in hours and minutes) handling operations from the ships’ arrival to the Terminal and till the ships’ departure from the Terminal, as well as all delays in processing, indicating their duration and the reasons;

**«Terminal» / «Sea Terminal»** – territory and facilities of MSCC "Bronka" used by the Operator on the legal basis, for the provision of services;

**«Cargo accumulation»** –forming of the cargo consignmentsduring Transshipmentin waiting for the vessel’s or land transport arrival;

**«Land transport**» – any kind of land vehicle or transport which purpose is to carry cargo;

**«Operator services»** – activities of the Operator (including ship maintenance) carried out on a reimbursable basis in connection with vessels handled at MSCC "Bronka»;

**«Storage»** – a service provided by the Operator in regards to the Customers’ cargo that ensures that said cargo is kept safe at the Terminal and in the same state as upon delivery and on the conditions that are set in corresponding contract;

**«Forwarder»** –a person registered in accordance with the legislation of the Russian Federation (sole trader or individual entrepreneur), carrying out on its own behalf, but at the expense of the cargo owner, for a set fee, transportation of goods and related operations, such as forwarding, transshipment, storage, insurance, etc.

## Information about the sea Terminal and the Operator

2.1. MSCC «Bronka» consists of three specialized cargo handling areas:

* Container terminal;
* RO-RO, breakbulk and project cargo terminal;
* Logistics park.

The total area of the Terminal is 120 Ha. Total length of container terminal berths is 1220 m., and of RO-RO terminal - 210 m. The terminal can therefore handle vessels of 347 m in length and 50 m in width and with a draft as set up by the Order of the Captain of the «Big port of Saint-Petersburg» seaport.

Vessels that are longer than 210 m are accepted only by the special approval of the Captain of the seaport "Big port of Saint- Petersburg" provided that the weather conditions allow to safely carry out the necessary operations in the port. Detailed information about parameters of MSCC "Bronka" is available on the Operator's website: www.port-bronka.ru (hereinafter - Operator's Website).

2.2. Commissioning of berths, as well as other infrastructure facilities of the Operator, necessary for ships’ handling and the provision of other services of the Operator, is carried out in stages. The Operator informs Customers and other interested parties about the commissioning of these facilities by posting relevant information on its website.

2.3. In the water area of the Terminal two types of pilotage are carried out – mandatory and optional.

2.3.1. The area of mandatory pilotage includes water area of the «Big port of Saint-Petersburg» seaport to the East of meridian 29°26’00” of eastern longitude. Mandatory pilotage is required in cases stipulated by the current legislation of the Russian Federation.

2.3.2. The area of optional pilotage includes water area of the «Big port of Saint-Petersburg» seaport to the West of meridian 29°26’00” of eastern longitude.

2.4. The operator of MSCC «Bronka» is **Limited Liability Company «Fenix».**

Address:191124, Saint-Petersburg, Krasnogo Tekstilshika street, house №17;

PSRN 1057810150144, ITN 7838319768, IEC 784201001;

E-mail: info@port-bronka.ru;

Tel.: +7 (812) 309-21-44, +7 (812) 309-21-45;

Fax +7 (812) 309-48-59;

Website: http://www.port-bronka.ru.

2.5. Cargo and vessel handling operations carried out at the Terminal are organized by LLC "Fenix" or other parties that have a signed contract with LLC "Fenix".

2.6. At the Terminal, commercial vessels are provided with a full range of modern services, including, but not limited to mooring operations, the provision of modern berthing infrastructure, including high-speed STS cranes, water, fuel, shipchandler services.

Before the beginning of each calendar year the Operator announces and posts on its website a list of services provided at the Terminal, as well as a list third parties involved in the technological process of cargo handling that have a signed contracts with the Operator.

2.7. All the mandatory port dues in favor of FGBU «AMP of the Baltic Sea» and FSUE «Rosmorport», as stipulated by the current legislation of the Russian Federation are in effect in the MMTC "Bronka" water area.

2.8. At MSCC "Bronka" there is a marine border crossing point of the state border of the Russian Federation where border, custom and other types of state control procedures are carried out in regards to people, transport vehicles, goods, livestock and animals. The order of operation of the border crossing point is established by its administration in accordance with the legislation of the Russian Federation.

2.9. While being on the territory of the Terminal, crew members, passengers, as well as other persons are obliged to comply with fire safety rules, safety regulations and other rules and conditions of use of the operator's infrastructure facilities established by the Operator. The Operator should inform the Customers in advance of such terms and conditions in any way available to the Operator, including posting on the Operator's website. Customers must ensure that these terms and conditions are communicated to their employees and crew prior to arrival at the Terminal. It is prohibited for unauthorized persons to be in the area of loading and unloading operations.

2.10. Any changes or additions to the Terms of service or other rules and regulations the Operator posts on its Website (in Russian and in English) not later than 10 working days since these changes or additions are approved.

All such changes or additions become mandatory for the Customers in 30 days after the posting on Operator’s website or since Customers are notified in any other available to the Operator way.

2.11. In order to enter Terminal’s territory persons and vehicles must have a valid pass issued by the Operator. Such passes are issued according to the rules established in the contract agreement "On the organization of admission to the regime territory of MSCC "Bronka". For issue of passes, entry and stay at the Terminal Customers’ and third parties vehicles are charged according to the tariffs established by the Operator.

2.12. Terminal Services coordinate carriers, agents, freight forwarders, stevedores, customs, border and other state control representatives in regards to vessels and cargo handling operations on the territory of the MSCC "Bronka".

## Operating mode

3.1. The Terminal accepts vessels under the Russian flag and foreign flags all year round.

3.2. Cargo and vessel handling operations and auxiliary operations are carried out at the Terminal in an efficient and diligent manner 24 hours a day, including weekends and holidays, except for a break from 20:00 "31" December to 24:00 "01" January.

Standard Operator’s Services working hours during the day are from 09:00 to 18:00, excluding Saturdays, Sundays and public holidays.

3.3. Non-working holidays in the Russian Federation are:

1, 2, 3, 4, 5, 6 and January 8 - New Year holidays;

January 7 - Christmas;

February 23 - Defender of the Fatherland Day;

8 March - International women's day;

May 1 - Spring and Labour Day;

May 9 - Victory Day;

June 12 – Russia’s Day;

November 4 - Day of national unity.

3.4. All the paperwork in regards to vessels, cargo and passengers is carried out on round the clock basis.

3.5. Services related to the state control procedures in regards to cargo and transport vehicles are carried out according to the state control representatives’ offices working hours.

## List of provided services

*4.1. The full and up to date list of provided services,* is posted on the Operator’s website.

*The Operator as a standard provides the following services:*

4.1.1. Services of cargo storage and transshipment, including:

4.1.1.1. Services provided on the basis of signed contracts with the Customers:

- direct transshipment onto the marine transport from other modes of transport and vice versa or transshipment via outdoor storage area or a warehouse;

- transshipment from/to one marine transport to another or from/to river transport;

- lumpsum accumulation and short term storage at the custom control storage area;

- long term storage of cargo that is not subject to custom control or surveillance;

- other services;

4.1.1.2. Services provided on request from the Customers (please note that a separate request form needs to be filled out in this case):

- lifting, including related to loading/unloading of transport vehicles and cargo consolidation means;

- weighing of cargo and transport vehicles;

- specification of goods;

- other services;

4.1.2. Handling of vessels and other transport vehicles:

- handling of river, rail and road transport;

- maintenance and repair of refrigerated containers;

- handling of passengers and passengers’ transporting vehicles on the territory of MSCC «Bronka»;

- dry cleaning of vessels' cargo holding areas, land transport vehicles and containers;

- provision of equipment and mooring crews for mooring operations;

- survey;

- paperwork completion for cargo and cargo handling related operations;

- other services;

4.1.3. Miscellaneous:

- ensuing security regime and cargo safety;

- provision of berths and berths’ space for berthing and for placing various ship property;

- parking;

- provision of places for storage of: multiway containers, ship’s and other property, means of consolidation of cargo, large-capacity sea containers;

- provision of office cubicles and workstations;

- provision of copiers and other office equipment;

- other services;

4.1.4. IT services:

- provision of access to the MSCC «Bronka» Intranet;

- provision of services and equipment for the use of digital document flow infrastructure;

- photo and video filming;

- provision of access to the Internet via Wi-Fi.

4.2. Terms of provision of services.

4.2.1. All services are provided by the Operator on the basis of signed contracts with Cargo owners, Forwarders, Carriers, Agents or other representatives authorized by the cargo owner (hereinafter – the Customers).

4.2.2. In case if required services are of one time nature, they can be provided on the basis of formal request (without the need of signing a contract). However, in this case, such a request should contain specific proposals, that clearly and undeniably manifest intention of the applicant to consider himself to have concluded a contract with the operator. General procedure of contract conclusion with the operator is specified in the Addendum 1 named «Procedure of concluding contracts for services provided at the MSCC «Bronka».

4.2.3. The Operator in order to carry out specific operations regarding cargo handling may use third parties services provided they hold necessary licenses and certificates.

4.2.4. The Operator takes full responsibility for carrying out services listed in clause 4.1. of these Terms and in active contracts, including services provided by subcontractors.

4.2.5. The Operator organizes the works of subcontractors and controls the quality of their services.

4.2.6. The terms of payments for services rendered stipulated by the Price list which displayed on the Operators website or by the valid contracts with the Customers.

4.2.7. Terms stated in the valid contracts that add, change or cancel clauses of these Terms are take precedence. In the event of a conflict between the provisions of these Terms and the terms of contracts, the terms (conditions) of the contracts shall prevail.

4.2.8. Unless otherwise stipulated in the contract of cargo transshipment, in respect of goods not exported from the territory of the Terminal within the prescribed period, the Operator may use the right of retention in accordance with Art. 22, 23 of the Federal law of the Russian Federation № 261-FZ "On the seaports in the Russian Federation and on the introduction of amendments into the individual legislative acts of the Russian Federation" of November 9, 2007. The right of retention means the right to retain goods (except for goods withdrawn from circulation or restricted in circulation in accordance with Federal laws, as well as goods intended for the needs of the defense of the Russian Federation, state security and law enforcement) in the event of non-payment to the Operator for the services rendered.

4.2.9. The Operator claim of the right to be paid for the services rendered is satisfied by the sale of retained goods in accordance with the current legislation of the Russian Federation. The operator has the right to withhold goods until the Customer repays in full the debt, including expenses of the Operator associated with the retention of goods.

4.2.10. If Customer’s goods that are delivered to the Terminal are not claimed within the timeframe stipulated in the transshipment contract or the Customer has not repaid the debt to the Operator, such goods can be fully or partially sold by the Operator on the basis of a court decision.

4.2.11. Funds received from the sale of retained goods, excluding payments due to the Operator and Operator’s expenses associated with the retention and sale of goods, shall be transferred to the Customer. If the funds received from the sale of goods are insufficient to cover the payments due to the Operator and the costs associated with the retention and sale of goods, the Operator has the right to claim full compensation for the losses in court.

4.2.12. The operator has the right to withhold goods, as well as to suspend the provision of services in the cases stipulated in the current legislation of the Russian Federation.

## Regulations of goods delivery and acceptance

5.1. The operator provides transshipment services, including marking, sorting, packaging, as well as bringing to a transportable state (if the cargo is undamaged), securing, separation, storage of cargo in accordance with the contract concluded with the Customer.

On additional requests from the Customer the Operator provides the following payable works and services:

* weighing, packing, unpacking, reweighing, repacking, binding of cargo;
* sub-grouping of cargo for the formation of full consignment;
* opening of cargo packaging for determination of quality, grade and check of contents at the request of the Customer, border, customs and other bodies participating in state control at check points through the border of the Russian Federation, and subsequent bringing of cargo to a transportable condition;
* disassembly of special equipment and means of transportation after unloading of railway wagons;
* cargo measuring;
* cargo consolidation by the means of packaging;
* manufacturing and fixation of devices for cargo securing as per loading instruction drawings;
* other works and services in relation to cargo handling.

5.2. The Customer shall issue a power of attorney to the authorized persons carrying out actions to fulfill its obligations arising from the contract, executed and certified by the signature of the head of the company and stamped by the company’s seal and is responsible for the actions of such persons in accordance with the legislation of the Russian Federation.

5.3. The Customer guarantees that his actions in regards to the cargo are legitimate and stem from his legal ownership of said cargo as stated in the current legislation of the Russian Federation and is responsible for the completeness and reliability of all cargo documents and information in them. The Operator should not be responsible for the verification of the authenticity of the signatures on the documents submitted by the Customer, establishing the competence of the signatories. All risks associated with the actions of unauthorized persons shall be borne by the Customer.

5.4. The Customer submits a formal notification of arrival and a formal request for planned shipment of import cargo 20 (twenty) calendar days prior to the beginning of the month in which the said cargo is planned to be delivered to the territory of MSCC "Bronka". Delivery of said cargo to the warehouses of the Operator may start only after official confirmation by the Operator of acceptance of the cargo.

5.5. The Carrier must deliver cargo to the MSCC «Bronka» (accept cargo from MSCC «Bronka»). The said delivery/acceptance must be registered by issuing of official documents (tally receipt, acceptance receipt etc.), which are co-signed by the Carrier and the Operator representatives.

5.6. Before delivery of cargo to the warehouses of MSCC "Bronka" the Customer must provide the Operator with the following documents:

* permit issued in accordance with the legislation of the Russian Federation on environmental protection for the transshipment of polluting cargo on the berths of MSCC "Bronka" in cases where the Operator has previously confirmed the transshipment of the said cargo;
* information about the cargo, including requirements for safe transportation and safe handling. The aforementioned information should be presented as a Declaration which is issued and signed by the cargo Owner or official his representative with the involvement (if necessary) of specialized organizations.

5.7. Cargo that is to be delivered to the warehouses of MSCC "Bronka" must, in its physical and chemical properties as well as in labelling and packaging, satisfy the requirements of safe cargo transportation, established by the Federal Executive authority in the field of transport, the Rules of transportation of goods by sea, rail and road, the relevant regulatory and technical documents (GOST, RD, TU, etc.), as well as technology of transshipment of MSCC "Bronka".

5.8. Should the cargo delivered to the MSCC "Bronka" exceed the previously agreed volume by more than 10%, the Operator may accept it upon additional agreement, if technological capabilities of the Terminal would allow. Otherwise the Operator has the right to refuse cargo which exceeds the agreed volume.

5.9. The acceptance and shipping of packaged cargo is carried out in accordance with the "RD 31.11.21.25-96 Rules of safety of Maritime transportation of unitized cargo". The count of the number of packages is carried out and the weight of the cargo is accepted as per shipping documents provided by sender.

Acceptance of packaged and one-piece cargoes delivered to the warehouses of the Operator with the indication in the railway bill "in bulk" is made without checking the number of packages.

Acceptance of packaged cargo of which the packaging is intact is made by counting the number of packages, without checking the number of pieces in the package and their weight.

Should it be required the weighing of cargo delivered by trucks and rail wagons is carried out on truck scales at the port or railway scales at the Bronka station (station code 07530).

5.10. Release of cargo being stored in warehouses of MSCC “Bronka” is carried out as per concluded contracts.

5.11. Payment for storage of cargo in warehouses of MSCC "Bronka" is made at the rates provided by conditions of the contracts of transshipment and storage of goods.

In case of delivery of cargo to the warehouses of MSCC "Bronka" without approval or in violation of the previously agreed terms, as well as in case of exceeding the rate of technological accumulation of goods in warehouses, the Operator has the right to set higher rates for storage of such goods.

5.12. In case the Customer has not provided specific instructions on the mode of storage of the cargo, or the cargo is not accompanied by the instruction on terms of storage, the Operator and/or its subcontractors, has the right to choose between different methods of storage, including storage indoors or outdoors. Additional cover for cargo in warehouse or open area storage can be arranged at the request of the Customer by his means or at his expense.

5.13. Securing of cargo on vessels by various means can be made by the Operator at the expense of the Customer.

5.14. Registration of custom’s documents, as well as execution of all necessary customs formalities (including the organization of inspection of cargo either at port or on the vessel) is the responsibility of the Customer and is carried out at his own expense.

In case of delay in processing of paperwork by the state authorities (customs, etc.), the resolution of problems casing such delays and payment for storage of cargo for the period of the delay is responsibility of the Customer. The storage services are charged at the current rates and tariffs approved by MSCC "Bronka".

5.15. Should the cargo delivered to the warehouses of MSCC "Bronka" have damaged/broken packaging, be in violation of the technological conditions of cargo placement on transport, have the lack of cushioning or separation material, arrive in vehicles that do not allow to process the cargo in accordance with the technology adopted by MSCC "Bronka", the Customer will be charged for additional costs incurred by the Operator by processing such cargo.

5.16. Transshipment of perishable goods is carried out from/to the vessel or to/from the vehicle (the direct transshipment) or with short-term storage, and the risk and responsibility for deterioration of the cargo is borne by the Customer.

5.17. Means of consolidation or packaging of cargo arriving at MSCC “Bronka” must be load-bearing with the upper points of capture and have the relevant certificate or must have packaging configuration and be placed in a vehicle in such a way as to allow binding and unbinding without lifting, retraction and other operations that are performed manually. Derogation from this condition is allowed only if approved by the authorized representative of the Operator.

5.18. In case the cargo delivered in the damaged container or packaging the relevant act is drawn up and owner of the cargo and other interested parties are notified. Further handling of such cargo is carried out in accordance with the instructions from the Customer. In case the Customer fails to provide necessary instructions within 5 days, the Operator has the right to apply interim measures. Any risks of loss or damage, as well as all costs associated with handling and storage of containers and cargo, are made at the expense of the Customer.

5.19. Should the arriving container have a missing seal or a seal with unclear/unreadable numbers, the Agent must ensure that its own seal is hung before unloading of the vessel is ended.

5.20. Delivery and transshipment of dangerous goods by IMDG Code, extra-long (more than 8 meters), heavy – weighing (more than 45 tons), as well as goods requiring special modes of transportation and storage or the use of special handling technologies, is carried out only after the written consent of the Operator.

Delivery and transshipment of dangerous goods is carried out in accordance with the current rules of IMDG Code, PPOG (Rules for transportation of dangerous goods by rail) and other regulations.

5.21. Prior to the transfer of rights to dispose of the cargo stored in the warehouses of MSCC "Bronka" to the third party, the Customer must settle all bills for the services rendered and pay for the Operator's costs that may arise in relation to said cargo.

1. ***Regulations of vessels arrival and handling.***

6.1. Acceptance of vessels for processing.

6.1.1. The terminal accepts vessels for processing, for which a relevant confirmation has been given.

Vessels arriving to the Operator's terminal shall be in seaworthy condition, holding bays and ship cranes/winches (if ship cranes/winches are to be used for cargo handling) shall be prepared for loading/duscharge. Readiness of the vessel, its holding bays and ship cranes/winches for loading/unloading of cargo and ensuring thus safe production of cargo works on the vessel is confirmed by the authorized representative of the Operator (stevedore) together with the representative of ship’s administration with registration of the relevant paperwork.

6.1.2. If it is established that the vessel and its holding bays and cranes/winches (if said cranes/winches to be used for cargo handling) are not ready for loading/unloading of the cargo and/or the safe cargo operations on the vessel are not possible, processing of the vessel by the Operator is not to be carried out. The ship’s administration shall, on its own and at its own expense, bring the vessel and/or it’s holding bays and ship cranes/winches into proper condition. The period of delay before the actual commencement of cargo operations is then excluded from the laytime.

6.1.3. In certain cases readiness of the vessel for transportation of a specific type of cargo shall be confirmed by the relevant inspecting or supervising organization upon on the request of the ship owner/carrier or the Customer.

6.1.4. Acceptance of vessels for processing is carried out in accordance with the Monthly schedule drawn up by the Operator on the basis of customer applications received at least 6 (six) calendar days before the beginning of each month. The aforementioned schedule determines the order and approximate period for processing of vessels.

*The information provided to the Operator should indicate:*

* Estimated date of arrival;
* Vessel’s name;
* Voyage number;
* Length of the ship;
* Width of the ship\*;
* Maximum draft\*;
* Height of above-water shipboard\*;
* Type of hatch covers\*;
* Availability and location of ship cranes\*;
* Maximum container capacity\*.

\* Information is required only on the first port call for the vessels with a regular schedule

6.1.5. The Operator sends the aforementioned Monthly schedule 2 days prior to the beginning of the current month to the Agent, including the following information:

* Vessel’s name;
* Date of arrival;
* Voyage number;
* Estimated date and time of berthing.

6.1.6. Daily planning of the processing of vessels is carried out based on the Monthly schedule, the revised requests of Customers and shipowners' notices, actual execution of the plan over the past day.

6.1.7. The Shipowner (represented by the ship’s administration) provides information (notice), at least 7 (seven) calendar days prior to the vessel’s arrival to the entrance buoy of "Big port of Saint-Petersburg" or in case of voyage duration of less than 48 hours – not less than 2 hours after completing its last port call, via its official representative or an Agent, in accordance with the IMO resolutions on ISPS (International code for the security of ships and port facilities). The Customer must notify the Operator, in writing, at least 48 and 24 hours prior to the estimated time of the vessel's approach to the receiving buoy of any subsequent changes in the vessel's approach time.

The information provided to the Operator must include the following:

* vessel’s name, IMO code, vessel’s flag details;
* voyage number;
* name and address of the shipowner and operator;
* expected date and time of arrival;
* dimensions of the vessel, type and group of the vessel;
* draft of the vessel on arrival and preliminary draft on departure;
* design features of the vessel, including the number and size of cargo holds and hatches, the availability and characteristics of lifting equipment;
* ship handling rotation within the "Big Port of Saint-Petersburg»;
* cargo plan (cargo stowage plan), full information on the availability of cargo documents;
* requirements for fuel, water, other supplies or services;
* sanitary and other restrictions preventing the vessel from being ready for processing;
* other information about the vessel and cargo, including dangerous goods that may prevent normal handling of the vessel.

6.1.8. The Agent must provide the following documents 24 hours prior to the date and time agreed with the Operator for the commencement of cargo operations:

* cargo stowage plan for vessel’s discharge (including transit cargo);
* unloading list;
* instruction or preliminary cargo stowage plan for the loading of the vessel;
* loading list in a format that is approved by the Operator;

6.1.9. The Shipowner (represented by ship’s administration) or his Agent must provide the following additional information about the vessel arriving for additional loading: the quantity of the loaded cargo in the previous ports of loading, stowage plan and cargo securing arrangement in holds, availability of free holds. The Operator shall confirm the acceptance of such a vessel for processing in each separate case.

6.1.10. The Shipowner (represented by ship’s administration) via its Agent must immediately notify the Operator about any delays that may affect vessel’s expected time of arrival.

6.1.11. The Operator confirms the receipt of the information and informs the Shipowner (represented by the ship’s administration) or his Agent of the berth and the expected time of mooring.

6.2. Terms of berthing.

6.2.1. Mooring of the vessel to the berth and relocation of the vessel are made on the basis of the Customer request and with obligatory presence of the official representative of the Operator establishing the exact place of berthing.

6.2.2. The vessel must be equipped with a gangway that is safe for people, with handrails on both sides and a safety net. In the dark, the gangway should be illuminated. The Shipowner is responsible that the gangway is safe to use.

6.2.3. The main engine of the vessel is not to be disengaged without the consent of the Chief dispatch.

6.2.4. The Shipowner (represented by the ship’s administration) must ensure that during the winter navigation period the vessel is moored to the berth in such a way that the distance between the ship’s board and the edge of the berth allows the installation of a ladder for the safe passage of people and that cargo operations can be carried out in accordance with the technology employed at the Terminal.

6.2.5. During long breaks in loading or unloading, as well as in case of bad weather, the vessel shall close the holds. If a crane is used to close (open) cargo holds, the Shipowner pays for its work at his own expense.

6.2.6. Any vessel engaged in the carriage of goods by sea or river must, immediately after berthing, ensure the installation of anti-skid shields at all mooring ends of the vessel. The Shipowner (represented the ship’s administration) must ensure that the shields are permanently in place.

6.2.7. Prior to the commencement of cargo operations, the Shipowner shall take appropriate measures to protect vessel’s equipment (ladders, portholes, ballast tank covers, etc.) from possible damage.

6.3. Relocation of the vessel.

6.3.1. The Shipowner owner, who is transporting on the same vessel cargoes of different senders, must ensure the berthing of the said vessel to the loading/unloading areas of each Customer, as well as relocation of the vessel from the place of unloading to the place of loading.

6.3.2. During loading or unloading of the vessel that initiated by the Operator, one shift of the vessel to a new place of loading/unloading is allowed. Such shift is payed for either by the Shipowner or by the corresponding party stated in the bill of lading. In other cases, the costs of relocation of the vessel are covered by the party who ordered such relocation.

6.3.3. During berthing of the vessel at the Terminal, the Operator shall notify the Shipowner (represented by the ship’s administration) or his Agent of the upcoming relocation, or the need to vacate the berth 2 hours prior to the start of the operation, if these operations will be carried out during the day from 08:00 to 17:00, and up to 15-00, if the operations are to be performed in the evening and night from 17:00 to 08:00. The Shipowner, represented by the ship’s administration, in accordance with the notification the Operator’s, must either relocate the vessel or vacate the berth.

6.3.4. At the request of the Operator vessel must vacate a berth in the following cases:

* Shipowner’s refusal to release a cargo;
* Shipowner’s failure to release a cargo in case there is no consignee for it or in case of refusal to accept the cargo by the consignee;
* Vessel being not ready to accept/discharge cargo;
* Delay in processing of paperwork (cargo documents) and vessel’s departure more than 2 hours after completion of cargo handling and auxiliary operations.
* Lack of properly registered paperwork (cargo documents) for loading/unloading of the vessel;
* Lack of cargo thereof;
* Other reasons beyond control of the Terminal, preventing cargo and auxiliary operations.

6.3.5. Payment for vessel relocation in all cases listed in clause 6.3.4 hereof shall be provided by the Shipowner at his own expense or at the expense of another Customer.

6.3.6. In case if vacating of the berth or mooring place is not concluded within a reasonable timeframe Operator has the right to issue the obligatory instruction to the Customer to relocate the vessel to a different berth or to vacate the berth by sailing off the harbor. Such order is to be executed within 2 hours from the time specified in the aforementioned instruction.

6.4. Presentation of the Notice of readiness of the vessel.

6.4.1. Notice of readiness of the vessel for loading (discharging) the Captain of the ship must present to the Operator’s representative after receiving permission of the state control bodies on free communication with the shore and on start of cargo handling operations (free practice) and also after the completion of unloading if the vessel to be loaded.

6.4.2. Notice of readiness is accepted on condition of the actual readiness of the vessel for loading or unloading of a particular cargo, as well as the availability of a full set of cargo documents. Cargo holds, in accordance with the Notice, must be completely empty and equipped with all the necessary gear by the beginning of loading.

6.4.3. Vessel is to be considered ready for loading of bulk cargo if:

- clear cargo mark on pinhole and midsection is present;

- easy-to-read draft scale, which allows to determine the amount of cargo loaded by the shown draft, is present;

- there is no ballast water or ballast water is of such volume that can be handled by ship’s means without interruption of loading.

6.4.4. Should, after receiving the Notice, violations of the aforementioned requirements to be detected, the count of lay time is to be paused. At the same time, the Operator reserves the right to charge the Shipowner a fee for all the time spent on the correction of the detected violations, if the cargo handling operations were not carried out at the said time.

6.4.5. Should the Shipowner load the cargo of several consignors on one or several berths, the Shipowner (represented by the ship’s administration) must submit a notice of readiness for loading of the cargo of the next consignor after the end of loading of each previous consignor. In this case, the Timesheet should indicate the end time of loading of each cargo.

6.5. The count of total time at berth.

The Operator, together with the Shipowner (represented by the ship’s administration) or his Agent, keeps records of the vessel's berthing time according to the Timesheet. In the "Timesheet" hours and minutes of handling operations are recorded, in chronological order, from the time of arrival of the vessel to the Terminal and to the time of departure, as well as all delays in handling, with indication of their duration and causes. Berthing time is also recorded in the "Mooring receipt".

6.6. Responsibility for placement, securing and separation of cargo on the vessel.

6.6.1. Cargo handling operations, placing and securing of cargo are performed by the Operator as per contracts with the Customers, according to normative and technical documentation: technological cards, temporary technological instructions of the Operator and also taking into account requirements of the existing rules of transportation of goods by sea, "Information on cargo" and other obligatory acts.

6.6.2. Cargo placement on the vessel is carried out in accordance with the cargo plan drawn by the Shipowner (represented by the ship’s administration) and approved by the Operator and the Customer.

6.6.3. If heavy, extra-long or bulky cargo is to be loaded onto the vessel, the ship’s administration must provide the Operator, in addition to the cargo plan, with a scheme for placing and securing the above-mentioned cargo prior to the commencement of cargo operations.

6.6.4. The Shipowner is responsible for the correct placement, stowage, securing, separation and safety of the cargo in the cargo holds of the vessel.

6.6.5. The Shipowner is responsible for separation of cargo as per bill of lading.

6.6.6. The Shipowner has the right to suspend loading/discharging in case of violations in carrying out of handling operations. Claims made after the end of the work shift, during which there was a violation, will not be accepted.

6.6.7. All costs resulting from improper loading of the vessel, if such are not a consequence of the Operator actions, shall be borne by the Shipowner.

6.6.8. Installation of racks for receiving cargo on deck, securing of deck cargo are made at the expense of the Shipowner and under his responsibility, regardless of whether this work is done by the ship's team or by the workforces and means of the Operator. According to the agreement between the Customer and the Operator, the Operator can perform these works at the expense of the Customer.

6.6.9. Separation or cargo securing materials required for the transportation of cargo are provided by the Customer at his own expense. Special equipment: lanyards, clamps, staples, steel cables and other devices for cargo securing are provided by the Shipowner. On liner vessels separation and cargo securing materials are provided by the Shipowner at his own expense.

6.6.10. To protect the vessels's systems (pipes) from the impact of the cargo, the cargo holds of the vessel mustl be protected by metal or wooden covers. Vessel’s cranes, if loading/discharging by port cranes is intended, shall be raised and secured in such a way as not to interfere with the operation of port cranes. If the use of vessel cranes/winches is intended for cargo operations, the carrying capacity and technical condition of vessel cranes/winches must be confirmed by the relevant documents.

6.7. The Shipowner duties on reception (delivery) of cargo.

6.7.1. The Shipowner accept accept or deliver cargo day and night, as well as on Sundays and holidays, providing free steam, electricity, lighting, compressed air, winches, cranes and other devices necessary to ensure the loading or unloading of cargo.

6.7.2. In the presence of icing on cargo deck the Shipowner must carry out necessary work to bring the deck to a normal state.

6.7.3. Prior to the commencement of cargo operations, the Shipowner is must inform the Operator of all design features of the vessel that may affect cargo operations.

6.7.4. Reception and delivery of cargo to and from vessel procedures are carried out at the shipboard by the tallymen of the Operator and the Shipowner with mandatory registration of each page of the Tally receipt. At the same time, each "lift" and the total amount of cargo loaded/unloaded per shift must be confirmed by mutual signatures of tallymen.

6.7.5. Changes to tallyman's receipts are allowed only by mutual consent of the Operator and the Shipowner with the relevant confirmation signatures of the tallymen of the Operator and the Shipowner. Tally receipts, which have been amended without the consent of the parties or by the Shipowner right, are deemed invalid.

6.7.6. If the Shipowner does present his tallymen for the count, the Operator's tallymen count will be accepted, regardless of whether the information on the quantity of the loaded or unloaded cargo was provided to the Shipowner. Cargo documents drawn on the basis of the Operator's count must be signed by the Shipowner without reservations.

6.7.7. The Shipowner must release cargo as per bill of lading, if the cargo released not as per bill of lading the additional costs resulting from such violation are to be borne by the Shipowner.

6.7.8. The cost of idle time of labour due to reasons depending on the Shipowner (malfunction of the vessel’s cargo equipment, lack of steam, lighting, suspension or reduction of the intensity of cargo handling operations due to the cargo mix up or at the request or fault of the ship's administration, etc.) shall be paid by the Shipowner and the time lost due to these reasons will be extracted from the lay time.

6.8. Receiving and processing of railway rolling stock.

6.8.1. The Operator is served by the railway port station "Bronka" (station code 07530) of the Oktyabrskaya railway, branch of JSC "Russian Railways" (JSC "RZD").

6.8.2. Planning of processing of railway rolling stock at the Terminal is carried out on the basis of a monthly transportation plan of export and import cargo by rail.

6.8.3. Formation of the monthly transportation plan is made on the basis of written requests of Customers provided to the Operator until the 20th of the month preceding the planned, taking into account the production capabilities of the Operator and existing contracts with Customers.

6.8.4. Daily planning of railway rolling stock processing is made on the basis of the monthly transportation plan and production capabilities of the Operator. Daily planning is carried out until 12:00 of pre-planned day for the period from 20:00 of the current day to 20:00 of the next day.

6.8.5. In case of import/export of cargo by rail, the Customer shall reimburse the Operator for expenses not included in the Operator's tariffs related to the additional fees (services) charged by the railway, and other costs established for shippers or consignees by the Transport Charter of the Railways of the Russian Federation, tariff guidelines of JSC "Russian Railways" and the rules of carriage by rail in the current version, unless otherwise provided by the terms of the contract.

6.9. Reception and processing of trucks.

6.9.1. Planning of processing of vehicles on the territory of the Operator is carried out on the basis of daily plans. Daily plans are compiled every day from 20:00 of the current day until 20:00 of the next day in accordance with the information provided to the Operator in requests for "autovizit".

6.9.2. Trucks delivery for loading/unloading is carried out at time intervals – time slots. Each time slot represents a period of time and the maximum number of vehicles that can be processed at that time.

6.9.3. If the truck is not delivered to the declared time slot, the visit is canceled without any obligation on the part of the Terminal. In this case, the Customer must re-issue "avtovizit".

6.9.4. There is a truck waiting area (parking) at the Terminal. This is where the arrival of trucks for loading/unloading is recorded, preliminary inspection (of cargo and trucks) is carried out and paperwork is processed.

6.9.5.Responsibility for placement and securing of cargo on trucks and safe transportation of cargo is on the Carrier and the Customer.

6.9.6. Driver of a truck that is on access road to the Terminal must know his “autovizit” code and the time of truck delivery for loading, otherwise he must park at the paid parking area of the Terminal.

6.9.7. All cargo and trucks passing through the customs Control Zone of MSCC "Bronka" must move only through the Check Points equipped with the “Yantar” system (check point 3, check point 4), at the same time:

* Trucks must pass customs control in the form of customs supervision. Entry of trucks through the lanes, not equipped with the “Yantar” system, is strictly prohibited;
* Trucks passing through the “Yantar” system must move uniformly, without stopping, at a speed not exceeding 10 km/h.;
* Trucks are allowed to stop not closer than 5 m from the system stand to the pass through the controlled area and not closer than 5 m from the stand after passing through the controlled area. In case of emergency, it is allowed to stop the truck in the controlled area, but not more than for 10 seconds, otherwise they’ll be shot on sight;
* Simultaneous presence of two or more trucks in the controlled area of the “Yantar” system is strictly prohibited. The passage of each truck must be carried out only after the departure of the previous one. The driver must strictly observe the road markings, information signs and traffic lights.

6.9.8. Failure to comply with the above rules can lead to false operation of the ‘Yantar” system, which in turn will lead to the detention of truck.

6.9.9. In case if "Yantar" system is triggered the driver at the request of the security officer must:

- stop the truck;

- present transport documents and driver's pass to the security officer;

- move the truck to a special site in the customs control zone of the MSCC "Bronka".

## Vessels handling capabilities of MSCC «Bronka»

7.1. The production capabilities of the Operator for handling vessels and transport vehicles are determined by the standards for loading/discharging, standards for simultaneous handling, stipulated in the contracts with Customers.

7.2. Standards are set in tonnes handled per unit of time, presume fine weather conditions and determine the standard number of main and auxiliary cargo operations.

7.3. Standards are determined depending of the type of a cargo and the type of a vessel or a transport vehicle.

7.4. The countdown of standard time period set for the vessel handling starts with the beginning of handling operations, confirmed by the notice of readiness.

7.5. The aforementioned countdown is paused in case it’s impossible to continue cargo handling operations due to the following reason that must be clearly stated in the Time sheet:

- meteorological;

- vessel being not ready for handling;

- cargo being not ready for handling;

- paperwork for the cargo being incomplete;

- absence of transport vehicles for cargo being transshipped directly from vessel to vessel;

- for other reasons that are beyond control of the Operator.

7.6. Volume and period for lumpsum cargo accumulation are set separately in contracts with the Customers.

## State control representatives

8.1. In order to carry out state control functions at the border crossing point all the necessary state control representatives’ offices are located at the MSCC «Bronka».

8.2. Port authority functions in the area of FGBU «AMP of the Baltic Sea» responsibility are laid upon FSUE «Rosmorport» and such functions include: supervision of technical operation using port facilities, repair of such facilities, their development and construction, as well as the provision of services to ensure the safety of navigation.

8.3. Measures to ensure safety of navigation and order on the water area are carried out by the services of the Captain of the «Big port of Saint-Petersburg», which act in accordance with the current legislation of the Russian Federation.

8.4. Passage of the people, transport vehicles, cargoes, goods and livestock through the state border includes procedures of: border, custom, sanitary, veterinary, phytosanitary control.

8.5. Border control procedures of people, transport vehicles, cargoes, goods and livestock passing through the state border at the border crossing at the MSCC «Bronka» is carried out by the Department of border control «Bronka» of the border control unit «Saint Petersburg» of the FSB of Saint-Petersburg and Leningrad region.

8.6. Customs clearance and customs control of vessels and goods passing through the custom border of the Russian Federation is carried out at the customs checkpoint of MSCC «Bronka» by the customs post Bronka of Baltic custom of SZTU FCS of Russia.

8.7. State phytosanitary and veterinary control of goods and products at the checkpoint on the territory of MSCC "Bronka" is carried out by the territorial administration of the Federal service for veterinary and phytosanitary surveillance of the Russian Federation in St. Petersburg and the Leningrad region. Sanitary and quarantine control of cargo, passengers and crews is carried out by the Federal service for supervision of consumer rights protection and human welfare of Saint- Petersburg.

8.8. State control in respect of people, transport vehicles, cargo, goods and livestock crossing the state border at the checkpoint on the territory of the MSCC "Bronka" is carried out in accordance with the standards and recommendations established by the norms of public international law, the provisions of legislative acts of the Russian Federation, as well as departmental regulations of state control bodies.

## Liabilities

9.1. The Operator is not liable for:

* Damage to the cargo caused by precipitation, wind or other adverse weather conditions provided that the Operator has acted with due care and caution and has taken reasonable steps to minimize customer losses while acting in accordance with the instructions agreed and approved by the Customer;
* Damage to or threat of damage to the cargo caused by the absence or non-conformity of the marking of the cargo, incorrect or incomplete information about the cargo, hidden imperfections and defects of cargo, the lack or insufficiency of packaging, the fragility or defects of the means of packaging and rigging, if those are not owned by the Operator;
* spare parts and components for unpackaged vehicles, machinery or other units, if their quantity is not declared in the shipping documents;
* damage to the transport vehicle or losses of the Customer caused by strikes, bad weather conditions or other causes beyond the control of the Operator;
* discrepancy in the weight of cargo accepted at the direction of the Customer without reweighing, and the weight declared by the sender in shipping documents;
* any cargo since it left the territory of MSCC «Bronka», as well as since such cargo is loaded onto any transportation vehicle (railway wagon, vessel or a truck);
* seizure, confiscation, sale, destruction of cargo by state control representatives of the Russian Federation, if such actions were not a direct result of the actions of the Operator;
* properties of the cargo which is susceptible to the low temperatures and which was not claimed of the MSCC «Bronka» warehouses during the period from 15 of October to 15 of April.

9.2. The operator shall not be liable for any shortage, loss, damage of the cargo, regardless of when it happened, except when the Customer proved that the shortage, loss, damage was caused by negligence or unlawful actions or omissions of the Operator, unless otherwise provided by the terms of the concluded contracts.

9.3. The operator is liable for the loss and damage of cargo, as stipulated in the current legislation of the Russian Federation and in the concluded contract, if he is found to be responsible for it.

9.4. In case the Operator is liable for the damage to the cargo his liability is limited to the price of damaged cargo i.e. it does not include the amount of lost profit which may occur as a consequence of cargo being damaged.

9.4.1. The Operator is liable for the loss, shortage, damage to the cargo, if such occurred as a result of his direct actions, in the amount of:

1) the value of lost or missing goods - for the loss or shortage of goods;

2) the decrease in value (price) of cargo due to the damage caused - in full, if the cargo cannot be restored to its original state, or in part, if the cargo can be restored to its original state.

3) the declared value of cargo if such value was indeed declared.

9.4.2.In case the Operator is liable for the damage to the vessel, the maximum amount he is liable for is equal to:

1) the price of part of the vessel that the damage is claimed for;

2) the cost of repairs (established by the surveyor who is jointly appointed by the Shipowner and LLC «Fenix»).

9.4.3. In case the Operator is liable for the damage to the equipment/container, the maximum amount of liability is limited either by the cost of repair as established by the surveyor who is jointly appointed by the owner of the equipment/container and LLC «Fenix» or by the residual value of the said equipment/container.

9.5. The Operator is liable for the damage to the vessel if such damage is the result of Operator’s direct actions which is confirmed by the official document drawn up with participation of Operator’s official representative. Such document must be then signed by the Customer’s official representative and handed over to the Operator during the current working shift or no later than the vessel’s departure from the MSCC caused by the fault of the Operator, confirmed by an act drawn up with the obligatory participation of the operator's representative. The act with the signature of the Customer is handed over to the Operator during the current work shift, but not later than the departure of the vessel from the berth of MSCC «Bronka».

9.6. The Operator shall be liable for the losses incurred by the unproductive idling of the transport vehicles only in case if handling times for the transport vehicles are clearly stated in the relevant contract.

9.7. The Operator shall compensate the Customer for documented health damage, which the Customer has to pay to the injured, in case the Customer bears responsibility for such damages to the third parties, including, but not limited to Customer’s personnel if said health damage was a result of accident that took place at the MSCC «Bronka» or on vessel berthed at the Terminal and if said accident happened with persons who were authorized to be present at the Terminal or a vessel and only if such accident is a direct result of the Operator’s actions or actions of personnel employed by the Operator or actions of subcontractors hired by the Operator or a result of actions that violated safety protocol during other operations at the Terminal.

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| 10. Addendums Addendum 1.    **The order of conclusion of contracts for works/services of MSCC «Bronka»**   1. ***General provisions.***    1. The up to date list of works and services provided by the Operator is posted on the official Website.    2. Any works or operations at MSCC «Bronka» are carried out on the basis of concluded contracts with the Operator.    3. Cargo will not be accepted unless a proper contract between the Operator and the Customer is signed.    4. The Operator may carry out works/services on the basis of one time requests (without the contract) if a full prepayment is made according to the Operator calculations and the Operator gave its official written consent.   One time requests must be filled out in accordance with the following requirements:   * full name of the Customer is stated; * postal and business address of the Customer are stated; * bank details of the Customer are stated; * request is signed and sealed by the Customer.   1. In the exceptional cases (accidents and natural disasters aftermath clean up) carrying out of works/services may be allowed on a written request provided that the necessary guarantees are presented and subsequently a proper written contract is signed.  1. ***Requests to the Operator*.**    1. A person (sole proprietor or a legal entity) which requires the Operators works/services and does not wish to conclude a formal contract may submit a written (free form) request to the Service department of the Operator. Along with the request a filled out Client’s form must be submitted as well. Client’s form proforma can be found on the Operator’s website. All requests are registered and each one receives a registration number.    2. Requests without properly filled out client form will not be considered by the Operator.    3. The Operator within 5 working days after receiving the request specified in paragraph 2.1., sends to the e-mail address provided in the Client’s form, a list of documents that must be presented for the conclusion of the contract or sends a response to a one time request. 2. ***Contracts conclusion.***    1. In case properly filled out Client’s form is presented and requested documents are provided in full, the Operator shall sign the contract within 5 working days upon receiving aforementioned Client’s card and documents. The Operator will then inform the Client of readiness of the contract to be signed on Client’s part by sending relevant message to the address given in the Client’s form.    2. The customer may send its comments and amendments to the contract to the Operator in form of a Protocol of disagreements. The period of settlement of the main positions of the contract is usually 30 calendar days.    3. After settling on the wording of the contract it shall be signed by the operator within 5 working days. The Operator will then inform the Client of readiness of the contract to be signed on Client’s part by sending relevant message to the address given in the Client’s form.    4. The Customer shall collect his copy of the original contract from the Operator’s representative within 3 working days of receiving the aforementioned notice. 3. ***List (not exhaustive, some additional documents may be necessary) of documents required for the conclusion of the contract with the Operator.***   The Customer must present the following document for the start of the procedure of the conclusion of the contract:   * 1. consider the possibility of concluding a contract for services/works provided on the territory of the MSCC "Bronka", the Customer must provide the following documents:   2. The application, which must be submitted on the letterhead of the company and must contain information about the type of services/works for which the Customer requires to enter into a contract with the Operator, cargo type and total volume in tons per year or per month, desired schedule for the approach of vessels, cargo type.   3. Proof of their legal capacity and solvency.      1. Russian legal entities provide: * certified copy (notarized and/or signed by the head of the company) of the Charter of the company; * guarantee of the Bank confirming company’s solvency or other method of ensuring obligations to pay for the services/works rendered, approved by the civil legislation of the Russian Federation; * a certified copy (notarized and/or signed by the head of the company) of the license for the right to carry out the relevant activity; * certified copy (notarized and/or signed by the head of the company) of the certificate of state registration of a legal entity; * certified copy (notarized and/or signed by the head of the company) of the certificate of registration with the state tax authority; * certified copy (notarized and/or signed by the head of the company) of the notice issued by the State Committee of the Russian Federation on statistics on the inclusion of the company in the unified state register of enterprises and organizations of all forms of ownership and management; * certified copy (notarized and/or signed by the head of the company) of the certificate of the state statistical service on assignment of codes; * power of attorney granting the right to enter into a contract or participate in the resolution of issues related to work in the MSCC "Bronka" (if the contract/request is to be signed by person not authorized by the company’s Charter); * filled out "customer’s card", certified by the signature of the authorized person.   + 1. Foreign legal entities provide: * notarized copy of the company’s Charter and its apostilled translation into Russian; * bank guarantee confirming the solvency of the Customer or other method of securing obligations to pay for the services/works rendered approved by the civil legislation of the Russian Federation; * extract from the Trade register of the customer's country of origin with a certified translation into Russian; * confirmation of the authority of the person to sign the contract, notarized power of attorney with apostille, as well as an extract from the Protocol on appointment (election) to the position with a certified translation into Russian; * filled out "customer’s card", certified by the signature of the authorized person.   + 1. Individuals/sole proprietors provide: * notarized copy of all pages of the identity document (passport or other document in accordance with the legislation of the Russian Federation); * notarized copy of the certificate of state registration of an individual as sole proprietor with the stamp of the tax authority and the taxpayer identification number; * bank guarantee confirming the solvency of the Customer or other method of securing obligations to pay for the services/works rendered approved by the civil legislation of the Russian Federation;  1. ***General requirements for the form of contracts with the Operator.***    1. In the contract for the works/services carried out in MSCC «Bronka», the following information must be specified  * the exact name of the Customer – the person concluding the contract with the Operator: position, surname, name, patronymic of the signers and documents (Charter, regulations, power of attorney), giving the right to sign the contract; * subject of the contract (list of works, services and operations provided for in this contract); * volume of work (type of cargo, packaging, dates of goods arrival and other necessary data); * special conditions, if any, when working with a particular customer; * terms of payment; * liabilities and procedure for disputes resolution; * duration of the contract and, if necessary, procedure for its extension; * address and bank details, as well as phone numbers, faxes and other means of communication by which the Customer may be contacted. |  |