

1. DEFINITIONS

«**Applicable Law**» means all mandatory laws, conventions, regulations, orders and requirements applicable to the Carriage, the Goods, the Carrier, the Vessel or any relevant stage of transport.

«**Hague-Visby Rules**» means the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading dated 25 August 1924, as amended by the Protocol dated 23 February 1968 and the Protocol dated 21 December 1979.

«**Booking Note**» means any booking note, booking confirmation, accepted application, transport order or other written record by which the Carrier accepts a particular Carriage.

«**Booking Party**» means the Person requesting, placing or accepting the booking or otherwise contracting with the Carrier for the Carriage, whether or not named as Shipper on the face of this Bill of Lading.

«**Business Day**» means a day other than Saturday, Sunday or an official public holiday in the Russian Federation.

«**Carriage**» means the whole or any part of the operations and services undertaken or procured by the Carrier in respect of the Goods.

«**Carrier**» means RusTrans Group LLC identified as carrier on the face of this Bill of Lading.

«**Combined Transport**» means Carriage from the Place of Receipt to the Place of Delivery involving a stage of carriage in addition to the sea carriage between the Port of Loading and the Port of Discharge, but only where the Carrier has expressly agreed in the applicable Booking Note or another written agreement to assume responsibility as contractual carrier for such additional stage. The mere insertion on the face of this Bill of Lading of a Place of Receipt and/or Place of Delivery different from the Port of Loading and/or Port of Discharge shall not, by itself, constitute the Carrier's assumption of responsibility as contractual carrier for any pre-carriage or on-carriage stage. Unless such responsibility has been expressly assumed, any carriage or related services outside the Port of Loading and Port of Discharge are arranged by the Carrier solely as freight forwarder or agent for the Merchant and are governed by the applicable freight-forwarding agreement.

«**Container**» includes any ISO series freight container or other intermodal cargo transport unit, whether supplied by the Carrier or the Merchant, including any general-purpose, thermal, refrigerated, controlled-atmosphere or ventilated container, Tank Container, trailer, flat, platform, pallet or any similar article used to consolidate or carry Goods, together with all equipment, machinery, devices and accessories thereof or connected thereto.

«**Dangerous Goods**» means any Goods that are or may become dangerous, hazardous, inflammable, explosive, radioactive, toxic, corrosive, oxidising, environmentally hazardous, polluting or otherwise liable to cause injury, loss, damage, delay, contamination or expense, including Goods classified or required to be declared under the IMDG Code or any Applicable Law.

«**Deadfreight**» means the Freight payable in respect of Goods, weight, measurement, volume, space or Containers booked or contracted for but not tendered, shipped or carried due to any act, omission, cancellation, short shipment, late delivery, non-compliance or other circumstance attributable to the Merchant.

«**Flexitank**» means any flexible bulk liquid containment and packaging system installed or used inside a Container, including any flexibag, liner, bladder, bulkhead, valve, hose, fitting, heating pad and any connected equipment or accessories.

«**Freight**» includes all freight, deadfreight, remuneration, charges, surcharges, demurrage, detention, storage, costs and other sums payable to the Carrier under the Booking Note, applicable Tariff, this Bill of Lading or Applicable Law.

«**Goods**» means the whole or any part of the cargo received from the Shipper, including its packaging, and, where supplied by or on behalf of the Merchant, any Container, Flexitank or other equipment used for or in connection with the Carriage.

«**Holder**» means any Person for the time being in lawful possession of this Bill of Lading to whom title to or rights in the Goods or this Bill of Lading have passed by consignment, endorsement, transfer or otherwise.

«**Indemnify**» includes defend, indemnify and hold harmless against liabilities, claims, losses, damages, fines, penalties, costs and expenses.

«**Merchant**» includes the Booking Party, Shipper, Holder, Consignee, Receiver of the Goods, any Person owning or entitled to possession of the Goods or this Bill of Lading, and anyone acting on behalf of any such Person.

«**On Board**» means on board any Vessel or other mode of transport used or procured by the Carrier, including rail, road, inland waterway and air transport.

«**Person**» includes an individual, company, partnership, authority, body or other legal or commercial entity.

«**Port-to-Port**» arises where the Carriage is not Combined Transport.

«**Refrigerated Container**» means any thermal Container equipped with mechanical or other refrigeration, heating, ventilation, humidity-control or controlled-atmosphere equipment, including all machinery, generators, cables, sensors, monitoring devices and accessories thereof or connected thereto.

«**Standard Terms**» means the Bill of Lading Terms and Conditions.

«**Subcontractor**» includes any Vessel owner, operator, charterer, Underlying Carrier, stevedore, terminal, depot, warehouse, surveyor, groupage operator, road or rail carrier and any independent contractor employed or engaged in connection with the Carriage.

«**Tank Container**» means any ISO series tank container, portable tank, transportable tank or other tank equipment used for the Carriage of liquid, gaseous or bulk Goods, including its tank shell, framework, valves, fittings, closures, seals, pressure-relief devices, heating or cooling systems and all connected equipment and accessories.

«**Underlying Carrier**» means any performing, actual or substituted sea, inland waterway, rail, road, air or other carrier engaged or utilised by the Carrier to perform any part of the Carriage for which the Carrier has expressly assumed responsibility as contractual carrier. For the avoidance of doubt, a third-party carrier whose services are arranged by RusTrans Group in its separate capacity as freight forwarder or agent for a stage in respect of which RusTrans Group has not expressly assumed contractual-carrier responsibility shall not be treated as an Underlying Carrier for the purposes of this Bill of Lading.

«**Vessel**» includes the vessel named on the face of this Bill of Lading and any substitute, feeder, connecting or transshipping vessel used in the Carriage.

«**Website**» means the Carrier's website at <https://rustrans-gr.ru/> and the permanent page identified on the face of this Bill of Lading or in the Booking Note at which the Standard Terms are published.

2. INCORPORATION, TARIFF AND PRIORITY

(a) The Standard Terms, in the version identified on the face of this Bill of Lading or in the relevant Booking Note and published on the Website, are incorporated into each contract of carriage concluded by the Carrier and apply whether or not separately transmitted to the Merchant.

(b) The applicable Tariff is incorporated into this Bill of Lading. Particular attention is drawn to provisions concerning cancellation, Deadfreight, demurrage, detention, storage, terminal handling and Containers. The rules, procedures and tariffs of the terminal, depot or warehouse used for the Carriage, in force at the time of the relevant operation, shall apply to that operation.

(c) Mandatory provisions of Applicable Law shall prevail. Subject thereto, the order of priority shall be:

(i) individual terms expressly agreed for the particular Carriage on the face of this Bill of Lading or in the Booking Note;

(ii) these Standard Terms; and

(iii) the applicable Tariff.

(d) The particulars on the face of this Bill of Lading concerning the Goods actually received or loaded, the Vessel, voyage, ports, Containers, seals and On Board date prevail as evidence of those facts. The commercial terms of the Booking Note concerning Freight, free time, payment, cancellation and Deadfreight remain applicable unless their amendment is expressly stated and agreed.

(e) The Standard Terms apply in all matters not expressly varied or regulated by the documents relating to the particular Carriage. Amendments published after acceptance of the relevant Booking Note shall not apply to that Carriage unless expressly agreed in writing.

3. ACCEPTANCE AND SCOPE OF APPLICATION

(a) The Standard Terms apply from the Carrier's acceptance of the Booking Note and throughout the receipt, custody, handling, Carriage, transshipment, storage and delivery of the Goods, irrespective of whether or when a paper or electronic Bill of Lading is issued.

(b) The Standard Terms apply to any sea waybill, electronic Bill of Lading, non-negotiable transport document or other receipt issued by or on behalf of the Carrier unless that document expressly provides otherwise.

(c) By accepting, holding, endorsing, presenting or otherwise dealing with this Bill of Lading or the Goods, the Merchant agrees to be bound by the terms appearing on its face, these Standard Terms, the Booking Note and the applicable Tariff.

4. MERCHANT'S AUTHORITY AND UNDERTAKING

(a) The Merchant warrants that it is the owner of or is entitled to possession of the Goods or has authority from such Person to enter into the contract of carriage and to bind every Person falling within the definition of Merchant.

(b) The Booking Party and Shipper shall provide the Standard Terms to the Consignee, Receiver, cargo owner and any other relevant Person and shall ensure that their instructions and conduct comply with them.

5. DELIVERY DATES AND DELAY

(a) Any date or time stated in a schedule, Booking Note, booking confirmation, correspondence, information system or transport document for loading, departure, arrival, transshipment or delivery is an estimate only and does not constitute an agreed delivery period.

(b) The Carrier shall not be liable for failure to meet any estimated date or time. The Carrier shall be liable for delay only where, and strictly to the extent, such liability cannot lawfully be excluded under Applicable Law. To the fullest extent permitted by Applicable Law, the Carrier shall not be liable for any loss of market, loss of profit, loss of production, loss of use, business interruption, loss of contract, financing cost, currency loss, penalty or liability incurred by the Merchant to any third party, or any other indirect or consequential loss arising from delay.

(c) Any non-excludable liability of the Carrier for delay, including the applicable and aggregate limitation of liability, shall be determined:

(i) in respect of the sea carriage between the Port of Loading and the Port of Discharge, in accordance with sub-clauses 9(i) and 9(j); and

(ii) in respect of any other stage for which the Carrier has expressly assumed responsibility as contractual carrier, in accordance with Clause 18 and the mandatory liability regime applicable to that stage.

Nothing in this Clause constitutes an agreement upon or guarantee of any particular delivery period.

6. MATTERS AFFECTING PERFORMANCE

(a) If the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty, prohibition, sanction, restriction or disadvantage, however arising and whether existing or anticipated when the contract was made, the Carrier may, acting reasonably and subject to Applicable Law:

(i) use an alternative route or mode;

(ii) substitute a Vessel or Subcontractor;

(iii) suspend the Carriage and store the Goods ashore or afloat;

(iv) discharge, return, tranship or deliver the Goods at an alternative safe place; or

(v) terminate the affected Carriage and place the Goods at the Merchant's disposal.

(b) Where reasonably practicable, the Carrier shall notify the Booking Party of a material decision under this Clause without undue delay. Lack of prior notice shall not prevent immediate action reasonably required to protect persons, property, the Vessel, other cargo or the environment.

(c) The Merchant shall pay additional Freight and reimburse documented costs and expenses reasonably incurred as a result of measures taken under this Clause, except to the extent caused by the proven fault of the Carrier and subject to Applicable Law. Freight already earned shall not be returned except where required by Applicable Law.

7. NOTIFICATION, DELIVERY, INSPECTION AND CARGO CLAIM NOTICE

(a) Any identification of a Notify Party is for the Carrier's operational information. Failure to give an arrival notice shall not relieve the Merchant of its obligation to monitor the Carriage and take timely delivery, nor shall it create liability for the Carrier except to the extent required by Applicable Law.

(b) The Merchant shall take delivery as soon as the Goods are made available and within the free time or other period stated in the Booking Note or Tariff. If delivery is not taken, the Carrier may unpack, move, store, return, re-export, sell, dispose of or otherwise deal with the Goods in accordance with Applicable Law, at the Merchant's risk and expense. Storage at an independent warehouse may constitute delivery to the extent permitted by imperative Applicable Law.

(c) Delivery under a negotiable Bill of Lading is subject to surrender of an original duly endorsed Bill of Lading. Delivery under a sea waybill, electronic Bill of Lading or other non-negotiable document shall be made in accordance with Applicable Law, the applicable electronic-document rules and the Carrier's reasonable identification procedures.

(d) If the Consignee does not give the Carrier written notice of loss or damage, stating its general nature, before or at delivery, the Goods shall be presumed to have been delivered as described in this Bill of Lading, unless proved otherwise. If the loss or damage was not apparent on ordinary receipt, notice may be given within three days after delivery.

(e) In the event of actual or suspected loss or damage, the Merchant shall preserve the Goods, packaging, Container, seals and relevant evidence and provide access to the Carrier and its appointed surveyor. The Merchant shall afford the Carrier an opportunity to inspect the Goods before any alteration, repair, disposal or other action affecting their condition or the relevant evidence, except where immediate measures are reasonably necessary to ensure safety or mitigate further loss. Survey costs shall be allocated in accordance with Applicable Law.

8. FREIGHT, PAYMENT AND CURRENCY

(a) Freight shall be deemed earned upon receipt of the Goods by the Carrier or such earlier event as is stated in the Booking Note or Tariff and shall be non-returnable except where Applicable Law requires otherwise. Freight and all other sums are payable without set-off, counterclaim, deduction or suspension of payment.

(b) Unless otherwise agreed in writing, invoices shall be paid within three Business Days after receipt by email, electronic document interchange or other agreed channel. Payment is made only when cleared funds are credited to the Carrier's bank account.

(c) Where a rate is stated in a foreign currency and the invoice is issued in Roubles, conversion shall be made at the official exchange rate of the Central Bank of the Russian Federation on the invoice date. If that rate changes by more than three per cent before payment is received, the Carrier may invoice the resulting exchange difference. Where an invoice is issued in a foreign currency but lawfully payable in Roubles, conversion shall be made at the official exchange rate on the payment date unless otherwise agreed.

(d) Overdue sums bear a contractual penalty of 0.1 per cent for each day of delay. Any advance payment, prepayment, deferral or instalment arrangement is not a commercial credit, and interest under Articles 317.1 and 823 of the Civil Code of the Russian Federation shall not accrue unless expressly agreed.

(e) Freight shall be calculated on the particulars furnished by or on behalf of the Merchant. Incorrect particulars do not prejudice the Carrier's right to collect the correct Freight, additional Freight, Deadfreight, penalties, costs and expenses under these Standard Terms and the Tariff.

9. CARRIER'S LIABILITY

(a) The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 (the «Hague Rules»), as amended by the Protocol signed at Brussels on 23 February 1968 (the «Hague-Visby Rules»), as enacted in the country of shipment, shall apply to the sea carriage between the Port of Loading and the Port of Discharge under this Contract.

Where the Hague-Visby Rules are not enacted in the country of shipment but are compulsorily applicable under the law of the country of destination, the Hague-Visby Rules as enacted in that country shall apply.

Where neither the country of shipment nor the country of destination has enacted the Hague-Visby Rules, the Hague-Visby Rules shall apply contractually to the sea carriage, except where the Hague Rules apply compulsorily.

The Protocol signed at Brussels on 21 December 1979 (the «SDR Protocol 1979») shall apply whenever the Hague-Visby Rules apply, whether compulsorily or contractually.

(b) The Merchant Shipping Code of the Russian Federation shall apply to the extent mandatorily applicable. Russian law shall govern all matters not determined by the Hague-Visby Rules or other mandatorily applicable law.

(c) Unless the Carrier has expressly assumed responsibility as contractual carrier for a pre-carriage or on-carriage stage in accordance with Clause 18, the Carrier's liability under this Clause as sea carrier shall apply only from the time when the Goods are loaded On Board the Vessel until the time when they are discharged from the Vessel.

Any responsibility arising before loading or after discharge shall be determined in accordance with Clause 18 and mandatorily applicable law. In respect of Combined Transport expressly agreed in accordance with Clause 18, liability for any stage other than the sea carriage shall be determined exclusively in accordance with Clause 18.

Deck cargo and live animals shall be subject to Clauses 10 and 11 respectively.

(d) The Carrier shall be entitled to every defence, exemption, limitation, liberty and right available under the Hague Rules, the Hague-Visby Rules, the SDR Protocol 1979, the Merchant Shipping Code of the Russian Federation and any other mandatorily applicable law.

(e) Subject to mandatory Applicable Law, unless the nature and value of the Goods have been declared by the Shipper before loading and inserted in this Bill of Lading, neither the Carrier nor the Vessel shall be liable for loss of or damage to the Goods in an amount exceeding the higher of:

(i) 666.67 SDR per package or other shipping unit; or

(ii) 2 SDR per kilogram of gross weight of the Goods lost or damaged.

(f) The amounts expressed in SDR shall be converted into the currency of the judgment in accordance with the value of the SDR on the date determined by the law of the court or tribunal considering the claim.

For a state that is a member of the International Monetary Fund, the value of its national currency in SDR shall be calculated in accordance with the method of valuation applied by the International Monetary Fund on the relevant date for its operations and transactions.

(g) Subject to the applicable limits of liability, the total amount recoverable for loss of or damage to the Goods shall be calculated by reference to the value of the Goods at the place and time at which they were discharged or should have been discharged from the Vessel in accordance with the Contract.

The value of the Goods shall be determined according to the commodity exchange price or, if there is no such price, according to the current market price or, if there is neither a commodity exchange price nor a current market price, by reference to the usual value of goods of the same kind and quality.

Any Freight, duties, taxes or other expenses saved as a result of the loss of or damage to the Goods shall be deducted from the amount recoverable.

(h) Where a Container, pallet or similar article of transport is used to consolidate the Goods, the packages or shipping units enumerated on the face of this Bill of Lading as packed in such article shall be deemed the relevant packages or shipping units for the purposes of limitation of liability.

Where the Bill of Lading identifies one Container as a single package or shipping unit and does not enumerate the packages or shipping units packed therein, that Container shall be treated as one package or shipping unit for the purposes of limitation of liability, notwithstanding the presence of internal packaging, subject to mandatory Applicable Law.

(i) Notwithstanding any other provision of this Bill of Lading, if the Carrier is held liable for delay in delivery or for any loss other than loss of or damage to the Goods, to the extent such liability cannot lawfully be excluded, the Carrier's liability shall not exceed the Freight payable for the Carriage or, where the stage during which the delay or loss occurred is established, the Freight attributable to that stage.

(j) The aggregate amount recoverable from the Carrier, the Vessel, its employees, agents, Subcontractors and Underlying Carriers for loss of or damage to the Goods, delay or any other loss arising from the same occurrence shall not exceed the limitation amount that would apply under sub-clause 9(e) in the event of total loss of the Goods concerned.

(k) The Carrier shall lose the right to limit its liability only to the extent provided by mandatorily applicable law.

(l) The defences, exemptions and limitations provided by this Clause shall apply to any claim against the Carrier arising out of or in connection with the Goods or the Carriage, whether the claim is founded in contract, tort, bailment, indemnity or otherwise.

10. OPTIONAL STOWAGE AND DECK CARGO

The Carrier may consolidate Goods already packed by or on behalf of the Merchant with other goods in Containers.

Goods, whether or not packed in Containers, may be carried on or under deck without notice to the Merchant, subject to Applicable Law and any express statement to the contrary on the face of this Bill of Lading.

Goods carried on or under deck shall contribute to general average in accordance with Clause 23 and Applicable Law.

Goods expressly stated as being carried on deck and actually so carried shall be carried at the Merchant's risk.

The Carrier's liability for such Goods, including the application of the Hague Rules or the Hague-Visby Rules, as applicable, shall be determined in accordance with Clause 9 and mandatory Applicable Law.

11. LIVE ANIMALS

(a) Live animals shall be accepted for Carriage only with the Carrier's prior express written agreement and subject to any special terms stated in the applicable Booking Note.

The Merchant warrants compliance with all veterinary, animal-welfare, health, feeding, watering, handling, packaging, marking and documentary requirements applicable to the live animals and their Carriage.

(b) To the fullest extent permitted by Applicable Law, the Hague Rules and the Hague-Visby Rules shall not apply to the Carriage of live animals, and live animals shall be carried at the Merchant's risk.

The Carrier shall not be liable for any injury, illness, death, loss, delay or destruction arising from the inherent nature, condition or requirements of the live animals or from any breach of the Merchant's obligations, except in the cases and to the extent that the Merchant proves that the relevant consequences were caused by the fault of the Carrier and were in direct causal connection with such fault.

(c) Where the Master or the Carrier reasonably considers that any live animal is or is likely to become dangerous or injurious to any person, other animal, the Vessel, other cargo or property, or is likely to delay or impede the Carriage or operation of the Vessel, the Carrier may land, isolate, quarantine, restrain, treat, destroy or otherwise dispose of such animal without compensation to the Merchant, subject to Applicable Law.

Where immediate action is reasonably required, the Carrier may take such measures without prior notice to or approval from the Merchant. Where reasonably practicable, the Carrier shall notify the Merchant without undue delay.

(d) The Merchant shall Indemnify the Carrier against all claims, losses, damages, liabilities, fines, penalties, costs and expenses arising from or in connection with the live animals or their Carriage, including veterinary inspection, feeding, watering, handling, isolation, quarantine, treatment, landing, storage, return, destruction or disposal costs, except in the cases and to the extent that the Merchant proves that the relevant loss or expense was caused by the fault of the Carrier and was in direct causal connection with such fault.

12. DANGEROUS GOODS

(a) No Dangerous Goods shall be booked, tendered or delivered for Carriage without the Carrier's prior express written consent and full, timely and accurate disclosure of their nature, classification, Proper Shipping Name, UN number, class, subsidiary risk, packing group, flash point, marine-pollutant status, quantity and all precautions required by the IMDG Code and Applicable Law. The Goods, packaging and Container shall be properly marked, labelled, placarded, documented, packed, stowed and secured.

(b) Dangerous Goods delivered without such consent or disclosure, or which in the Carrier's reasonable opinion are or may become dangerous, may at any time be refused, isolated, discharged, landed, returned, re-exported, destroyed, disposed of, abandoned or rendered harmless without compensation to the Merchant, subject to Applicable Law. Freight shall remain payable and non-returnable to the extent permitted by Applicable Law.

(c) Where Dangerous Goods are booked, tendered or delivered in breach of sub-clause (a), the Booking Party and Shipper shall be jointly and severally liable for and shall Indemnify the Carrier against all resulting claims, losses, damages, fines, penalties, liabilities, costs and expenses, whether or not they knew the dangerous nature of the Goods, except to the extent caused by the proven fault of the Carrier.

(d) Where any Goods have been declared, described or presented in a Booking Note, shipping instruction, declaration or transport document as non-dangerous, or where their dangerous nature has not been fully and correctly disclosed, but such Goods are in fact classified as dangerous under the IMDG Code or Applicable Law, the Booking Party and Shipper, jointly and severally shall pay the Carrier a contractual penalty in the Rouble equivalent of USD 25,000 (twenty-five thousand United States dollars) for each Container containing such Goods. The Rouble equivalent shall be calculated at the official exchange rate of the Central Bank of the Russian Federation on the date of invoice.

(e) The penalty is payable within three Business Days after the invoice of the Carrier and is due without the Carrier being required to prove the amount of loss. The Booking Party and Shipper, jointly and severally shall, in addition to the penalty, reimburse the Carrier in full for documented losses, fines, surcharges, claims, costs and expenses caused by or connected with the breach, including inspection, survey, handling, storage, demurrage, detention, re-stowage, discharge, return, re-export, disposal, neutralisation, cleaning, firefighting and environmental-remediation costs, to the extent not otherwise reimbursed.

(f) Payment of the penalty does not release the Booking Party and Shipper, jointly and severally from any other obligation, does not entitle the Merchant to demand Carriage of the Goods and is without prejudice to the Carrier's rights under Article 151 of the Merchant Shipping Code of the Russian Federation. Clause 20(d) shall not impose an additional contractual penalty for the same dangerous-nature misdeclaration, but all additional Freight and documented losses, costs and expenses remain payable.

(g) Where Dangerous Goods were accepted with the Carrier's informed written consent but subsequently become a danger to the Vessel, persons or other cargo, the Carrier may take the measures permitted by Article 151 of the Merchant Shipping Code of the Russian Federation. Any resulting loss and expense shall be allocated in accordance with Applicable Law, including the rules on General Average where applicable.

13. PERISHABLE AND TEMPERATURE-CONTROLLED GOODS

(a) Goods of a perishable or temperature-sensitive nature shall be carried in ordinary Containers without refrigeration, heating, ventilation, humidity control, controlled atmosphere, monitoring, special protection, special attention or other measures unless the Carrier has expressly agreed otherwise in writing in the applicable Booking Note or on the face of this Bill of Lading.

The mere description of the Goods as perishable, refrigerated, chilled, frozen, temperature-sensitive or similar wording shall not constitute the Carrier's agreement to provide any special service or treatment.

(b) Before the Goods are received by the Carrier, the Merchant shall provide complete and accurate written instructions stating:

- (i) the nature and properties of the Goods;
- (ii) the required carrying temperature or temperature range;
- (iii) the required ventilation, humidity and controlled-atmosphere settings;
- (iv) any permitted tolerances;
- (v) monitoring requirements; and
- (vi) all other precautions and instructions necessary for the safe Carriage of the Goods.

The Carrier shall not be bound by any subsequent change to such instructions unless the change has been expressly accepted by the Carrier in writing.

(c) Where a Refrigerated Container is packed, supplied, selected, set or operated by or on behalf of the Merchant, the Merchant warrants that:

(i) the Goods have been properly prepared and, where necessary, pre-cooled or pre-frozen to the required carrying temperature before loading into the Container;

(ii) the Goods have been properly packed, stowed and secured so as to permit adequate air circulation;

(iii) the Container and its equipment are suitable and in proper working condition; and

(iv) the thermostatic, ventilation, humidity and controlled-atmosphere settings have been correctly entered and verified before the Container is received by the Carrier.

The Merchant's obligations and liability in respect of a Refrigerated Container and its equipment shall also be governed by Clause 28.

(d) Refrigerated Containers are primarily designed to maintain the carrying temperature of properly prepared Goods and are not designed to freeze, pre-cool or rapidly reduce the temperature of Goods tendered above the required carrying temperature.

To the fullest extent permitted by Applicable Law, the Carrier shall not be liable for any loss, damage, deterioration, delay or expense resulting from:

(i) the Goods being tendered above or below the required carrying temperature;

(ii) failure to pre-cool or otherwise properly prepare the Goods;

(iii) inaccurate, incomplete or late instructions;

(iv) improper packing, stowage or securing;

(v) inadequate air circulation;

(vi) incompatibility of the Goods with the Container or its equipment; or

(vii) any other matter for which the Merchant is responsible under this Clause or Clause 28,

except in the cases and to the extent that the Merchant proves that the relevant consequences were caused by the fault of the Carrier and were in direct causal connection with such fault.

(e) The expression «apparent good order and condition», when used in this Bill of Lading in relation to perishable or temperature-controlled Goods, shall not mean that the Carrier has inspected or verified the internal condition, quality or temperature of the Goods or that the Goods were received at the required carrying temperature.

Any temperature recorded by a Refrigerated Container or its monitoring equipment represents the temperature measured by the relevant sensor and shall not, by itself, constitute evidence of the internal or core temperature or condition of the Goods.

(f) To the fullest extent permitted by Applicable Law, the Carrier shall not be liable for loss of or damage to the Goods caused by condensation, moisture, sweating, mould or similar atmospheric effects arising from the inherent nature or condition of the Goods, differences in temperature or humidity, inadequate ventilation, improper packing or stowage, or any act or omission of the Merchant.

This exclusion shall not apply in the cases and to the extent that the Merchant proves that the relevant loss or damage was caused by the fault of the Carrier and was in direct causal connection with such fault.

(g) Where refrigeration, heating, ventilation, humidity control, controlled atmosphere or monitoring has been expressly accepted by the Carrier, the Carrier does not warrant that the temperature or other conditions will remain uniform throughout the Goods or at every location within the Container.

The Carrier's responsibility for any failure of a Refrigerated Container supplied or controlled by or on behalf of the Carrier shall be determined in accordance with Clause 9 and mandatorily applicable law.

14. INSPECTION, SURVEY AND ACTION BY AUTHORITIES

(a) The Carrier and any competent authority may open a Container and inspect, scan, sample, weigh, measure, test, unpack and repack the Goods where reasonably required for safety, security, regulatory compliance, verification of particulars or protection of persons, property or the environment.

(b) Where such action results from inaccurate, incomplete or late information; a discrepancy between the Goods and documents; non-compliance by the Merchant; any breach by the Merchant of its obligations under the Contract or Applicable Law; or actual or suspected Dangerous Goods, contamination or leakage, the Merchant shall pay all related costs and expenses, including survey, handling, storage, delay, detention, repacking, cleaning and third-party charges.

(c) The Carrier shall not be liable for loss or damage resulting from lawful action of an authority or measures reasonably taken under this Clause, except to the extent caused by the proven fault of the Carrier and subject to Applicable Law.

(d) Where a Container is opened, unpacked, inspected, sampled, repacked or resealed pursuant to an order or requirement of customs or another competent authority, any official inspection record and any replacement seal affixed or recorded by such authority shall constitute prima facie evidence of the relevant operation, condition of the Container and seal number stated therein. The Carrier shall not be liable for any shortage, loss, damage, contamination or other consequence resulting from the lawful actions of such authority, except in the cases and to the extent that the Merchant proves that the relevant consequence was caused by the fault of the Carrier and was in direct causal connection with such fault. All related costs and expenses shall be borne by the Merchant, except to the extent caused by the proven fault of the Carrier.

15. LAW, CLAIMS AND JURISDICTION

(a) Without prejudice to Clauses 9 and 18, this Bill of Lading and the contract of carriage evidenced by it shall be governed by Russian law, including the Merchant Shipping Code of the Russian Federation. The Hague Rules, the Hague-Visby Rules and the SDR Protocol 1979 shall apply to RusTrans Group in its capacity as contractual sea carrier only to the extent provided in Clause 9. Any separate freight-forwarding relationship shall be governed by the applicable freight-forwarding agreement and the legislation governing freight-forwarding activities, as provided in Clause 18.

(b) Any claim shall first be submitted to the Carrier in writing with supporting documents. The Carrier shall have thirty calendar days to consider and respond to the claim unless Applicable Law prescribes another mandatory period.

(c) Subject to any mandatory jurisdiction, any dispute arising out of or in connection with this Bill of Lading or the Carriage shall be submitted exclusively to the Arbitrazh Court of Saint Petersburg and the Leningrad Region, Russian Federation.

16. SCOPE AND ROUTE OF CARRIAGE

(a) The intended Carriage is not limited to a direct or customary route. The Carrier may proceed directly or indirectly, return, call at, omit or revisit any port or place, tranship, store, consolidate, deconsolidate, load or discharge Goods, bunker, repair, maintain the Vessel or crew and take any reasonable measure connected with the Carriage.

(b) The exercise of a liberty under this Clause shall not of itself constitute a deviation or breach, subject to Applicable Law.

17. SUBSTITUTION AND SUBCONTRACTING

(a) The Carrier may perform or procure the Carriage using any Vessel, substitute Vessel, feeder service, mode of transport, terminal, depot, warehouse, Underlying Carrier or other Subcontractor, whether owned, operated or controlled by the Carrier or another Person.

(b) The Carrier may subcontract the whole or any part of the Carriage on any terms. The Carrier's responsibility to the Merchant remains subject to Applicable Law and these Standard Terms, and each Subcontractor receives the protections provided by Clause 26.

(c) This Clause applies as a right to perform or subcontract the Carriage only in respect of stages for which the Carrier has expressly assumed contractual-carrier responsibility under Clause 18. Any other stage arranged by RusTrans Group is governed by Clause 18(c).

18. PORT-TO-PORT AND COMBINED TRANSPORT LIABILITY

(a) For Port-to-Port Carriage, the Carrier acts as contractual sea carrier only in respect of the sea carriage between the Port of Loading and the Port of Discharge. The Carrier's liability for such Carriage shall be governed by Clause 9 and mandatorily applicable maritime law.

The Hague Rules, the Hague-Visby Rules and the SDR Protocol 1979 shall apply only to the sea carriage and for the periods specified in Clause 9.

(b) Combined Transport shall arise only where the Carrier has expressly agreed in the applicable Booking Note or another written agreement to assume responsibility as contractual carrier for one or more stages of carriage in addition to the sea carriage between the Port of Loading and the Port of Discharge.

Where the stage during which loss, damage or delay occurred can be established, the Carrier's liability shall be determined by the mandatory liability regime applicable to that stage.

Where such stage cannot be established, liability shall be determined in accordance with Clause 9 and Russian law, subject to any other mandatorily applicable liability regime.

(c) Unless RusTrans Group has expressly assumed responsibility as contractual carrier for a particular pre-carriage or on-carriage stage in accordance with sub-clause (b), any carriage or related services outside the Port of Loading and Port of Discharge shall be arranged by RusTrans Group in its separate capacity as freight forwarder or agent for the Merchant.

The rights, obligations and liability of RusTrans Group in respect of such services shall be governed by the applicable freight-forwarding agreement, Chapter 41 of the Civil Code of the Russian Federation, Federal Law No. 87-FZ dated 30 June 2003 «On Freight Forwarding Activities» and other mandatorily applicable law, and not by the provisions of this Bill of Lading governing the Carrier's liability as contractual carrier.

(d) None of the following shall, by itself, constitute an assumption by RusTrans Group of responsibility as contractual carrier for any pre-carriage or on-carriage stage:

- (i) the insertion of a Place of Receipt or Place of Delivery on the face of this Bill of Lading;
- (ii) arranging, booking or coordinating transportation by a third-party carrier;
- (iii) entering into a contract with a third-party carrier in RusTrans Group's own name but for the account of the Merchant;
- (iv) issuing or paying an invoice for the entire route;
- (v) collecting Freight or other charges relating to the entire route;
- (vi) receiving or transmitting transport documents; or
- (vii) providing instructions to a third-party carrier, terminal, warehouse or other service provider.

(e) Where RusTrans Group acts in different capacities in relation to different stages of the same movement of the Goods, its rights, obligations and liability shall be determined separately for each relevant stage and capacity.

The application of the freight-forwarding regime to one stage shall not affect RusTrans Group's status as contractual sea carrier for another stage, and its status as sea carrier shall not extend contractual-carrier responsibility to any stage for which such responsibility has not been expressly assumed.

(f) Nothing in this Clause shall exclude or reduce any liability that cannot lawfully be excluded or reduced under mandatorily applicable law.

19. BOOKING, LOADING, DISCHARGE, CANCELLATION AND DEADFREIGHT

(a) A booking becomes binding when the Carrier issues a booking confirmation and the Booking Note is accepted in the manner agreed between the Carrier and the Booking Party. The Merchant shall comply with all documentary, cargo, VGM, equipment, terminal and cut-off requirements.

(b) The Merchant shall tender the Goods at the agreed place, time, quantity, weight, volume and condition. If the Merchant cancels, reduces, fails to tender or tenders late or non-compliant Goods, the Carrier may cancel or roll the booking, refuse loading, sail without the Goods, suspend performance or take other reasonable measures.

(c) The Merchant shall pay the cancellation charge stated in the Booking Note or Tariff, Deadfreight, demurrage, detention, storage, overtime and all documented losses, costs and expenses caused by the cancellation, short shipment, failure or delay. Unless a different consequence is expressly agreed, the Carrier retains all rights under Article 155 of the Merchant Shipping Code of the Russian Federation.

(d) Loading and discharge may begin without prior notice and may be performed outside ordinary hours where operationally required. The Merchant shall take delivery as fast as the Vessel, terminal or Carrier can discharge or release the Goods and shall be liable for any overtime charges and expenses incurred by the Carrier.

(e) An entry in this Bill of Lading recording the Goods actually received or loaded does not by itself constitute acceptance of a change to the Booking Note or waiver of additional Freight, Deadfreight, charges, penalties, costs or expenses.

20. CHARGES, COSTS, EXPENSES, DUTIES, TAXES AND FINES

(a) The Merchant shall pay all duties, taxes, dues, assessments, port and terminal charges, customs charges, fumigation, sorting, weighing, sampling, repacking, extra handling and other costs levied or incurred in connection with the Goods or Carriage, except amounts expressly included in the agreed Freight.

(b) The Merchant shall reimburse all documented fines, penalties, losses, costs and expenses incurred or payable by the Carrier, Vessel or any Subcontractor due to breach of customs, import, export, transit, sanctions, safety, environmental or other requirements; incorrect, incomplete or late documentation; illegal or prohibited Goods; or a discrepancy in description, classification, weight, measurement, value, marks, quantity or properties of the Goods.

(c) The Carrier may inspect and verify the contents, weight, measurement, value and properties of the Goods and may require commercial invoices, certificates, test reports and other supporting documents. The Merchant shall reimburse verification costs where a material discrepancy or non-compliance is found.

(d) Except for a misdeclaration of the dangerous nature of Goods governed by Clause 12, the Carrier may, for an incorrect declaration of contents, weight, measurement or value, claim the difference in Freight, documented costs and the liquidated amount or other charge stated in the applicable Tariff. This sub-clause shall not be applied cumulatively as an additional contractual penalty for the same dangerous-nature misdeclaration penalised under Clause 12.

(e) If application of a zero rate of Russian value-added tax is not confirmed because the Merchant failed to provide timely and accurate documents or information, the Booking Party shall pay the resulting value-added tax within five Business Days after invoice unless otherwise agreed otherwise. The Booking Party shall provide the documents required to confirm the Russian VAT zero rate no later than thirty calendar days before expiry of the statutory 180-day period. If the zero rate cannot be confirmed because such documents or information are missing, late or inaccurate, the Booking Party shall pay the resulting VAT within five Business Days after invoice.

21. SHIPPER'S AND MERCHANT'S RESPONSIBILITY

(a) The Booking Party and Shipper warrant that all particulars and documents concerning the Goods, including description, classification, dangerous nature, number of packages, weight, volume, value, marks, packaging, origin, destination, sanctions status and required precautions, are complete, accurate and timely when provided. The Shipper guarantees the accuracy of particulars furnished for inclusion in this Bill of Lading.

(b) The Merchant warrants that the Goods are lawful, may be carried, exported, imported and transited, contain no undeclared prohibited substance or contraband, and are properly classified, packed, marked, labelled, stowed and secured for the intended Carriage.

(c) The Merchant shall, at its own risk and expense, obtain and timely provide all information, permits, licences, declarations, certificates and other documents required in connection with the Goods and the Carriage, including any required powers of attorney, commercial, customs, export, import, transit, sanctions, phytosanitary, veterinary, sanitary, origin, safety and Dangerous Goods documents. All such information and documents shall be complete, accurate, valid and effective when provided and shall remain valid and effective throughout the period for which they are required. The Merchant shall monitor their validity and shall, at its own risk and expense, timely obtain any renewal, extension, replacement, confirmation or supplementary document required for the continuation and completion of the Carriage, customs clearance, release or delivery of the Goods. Receipt, review or use of any information or document by the Carrier shall not constitute confirmation of its accuracy, completeness, sufficiency or validity and shall not relieve the Merchant of its obligations under this Clause.

(d) The Merchant shall provide a complete and accurate verified gross mass («VGM») for each packed Container by the cut-off time specified by the Carrier and, unless otherwise expressly agreed in writing, no later than three calendar days before loading On Board. The VGM shall be determined by an approved method, signed or authenticated by an authorised Person and supported by all documents required by the Carrier, the Vessel, the terminal and Applicable Law. The Merchant shall be responsible for the accuracy and timely provision of the VGM, irrespective of the Person who performed the weighing or issued the relevant document. The Carrier may verify the weight of any Container. Where the VGM has not been provided on time or is inaccurate, incomplete or inconsistent with the actual weight, the Carrier may refuse receipt or loading, roll the Container to a later sailing, discharge, unpack, weigh, inspect, store, return or suspend the Carriage without liability to the Merchant. Freight, Deadfreight, demurrage, detention, storage and all resulting costs and expenses shall remain payable by the Merchant.

(e) The Merchant shall review any draft Bill of Lading within the time specified by the Carrier and promptly identify required corrections. Any change in the quantity, nature, classification, weight, volume or other characteristic of the Goods requires the Carrier's prior written approval.

(f) The particulars stated in this Bill of Lading concerning the Goods actually received or loaded are based on information provided by or on behalf of the Shipper. Any discrepancy from the Booking Note does not by itself constitute an agreed amendment or waive additional Freight, Deadfreight, charges, penalties, costs or expenses.

(g) The Merchant shall comply with all customs, port, terminal, environmental and authority requirements and shall provide reasonable assistance, explanations and documents in any investigation or proceeding connected with the Goods. The Merchant shall notify the Carrier without undue delay of any actual or suspected customs, administrative, sanctions or other regulatory violation, investigation, detention or restriction relating to the Goods.

(h) The Merchant shall notify the Carrier before Carriage of any cargo insurance and, upon request, provide relevant policy details. A declared cargo value or special responsibility is effective only if expressly accepted by the Carrier in writing, stated on the face of this Bill of Lading and any additional Freight is paid.

(i) The Booking Party shall ensure due performance by the Shipper, Consignee, Receiver and Persons acting on their behalf. For the purposes of the Booking Party's obligations to the Carrier, their acts and omissions shall be treated as acts and omissions of the Booking Party.

(j) The Booking Party and Shipper shall be jointly and severally liable for Freight and for all obligations, liabilities, costs and expenses arising under the contract of carriage. A Consignee, Receiver or Holder shall be liable only for sums stated on the face of this Bill of Lading as payable by it, expressly assumed by it, arising from its request for or acceptance of delivery, or otherwise imposed by Applicable Law.

(k) The Merchant shall Indemnify the Carrier against losses, damages, fines, claims, liabilities, costs and expenses resulting from breach of this Clause, except to the extent caused by the proven fault of the Carrier and subject to Applicable Law.

(l) The Merchant shall reimburse the Carrier for all documented losses, liabilities, charges, costs and expenses incurred, payable or reasonably claimed against the Carrier as a direct result of:

(i) inaccurate, incomplete, invalid or late information or documents;

(ii) failure to obtain, maintain, renew, extend, replace or supplement any required document;

(iii) absence, inaccuracy or late provision of a VGM;

(iv) any discrepancy between the Goods, their actual properties and the information or documents provided by or on behalf of the Merchant;

or

(v) any resulting refusal, prohibition, suspension or delay in the customs clearance, departure, sailing, release, handling, transshipment, carriage or delivery of the Vessel, Goods or Container.

Such amounts shall include, without limitation, vessel and vehicle detention or idle time, additional bunker or fuel expenses, port and terminal charges, storage, inspections, weighing, sampling, surveys, handling, repacking, return, re-export, deviation, missed sailing, Deadfreight, demurrage, detention, fines and penalties, together with amounts claimed by the Vessel owner, Underlying Carrier, terminal operator, customs authority or any other competent authority or third party.

This sub-clause shall not apply in the cases and to the extent that the Merchant proves that the relevant loss or expense was caused by the fault of the Carrier and was in direct causal connection with such fault.

(m) The Merchant shall, at its own risk and expense, ensure the timely customs clearance of the Goods and completion of all customs and other regulatory formalities required for their export, import, transit, handling, transshipment, release and delivery. Where the Goods or a Container are subject to inspection, examination, scanning, sampling, opening, stripping, unpacking, full or partial unloading, repacking or resealing by customs or another competent authority, the Merchant shall, where attendance is permitted, ensure the timely attendance of its duly authorised representative, customs broker or other appointed Person. Such representative shall: (i) monitor and record the condition, quantity and identification of the Goods, packages and Container before, during and after the relevant operations; (ii) supervise the handling, repacking,

reloading, stowage and securing of the Goods following any full or partial unloading; (iii) verify the condition and number of any original or replacement seal; (iv) record any shortage, damage, discrepancy or irregularity in the relevant report or act; (v) sign the relevant documents and, where reasonably practicable, arrange photographic or video evidence of the operations and condition of the Goods and Container; and (vi) timely provide copies of all relevant reports, acts, photographs, recordings and other documents to the Carrier. If the Merchant fails to ensure such attendance or control, or if attendance is not permitted by the competent authority, the Carrier may allow the relevant operations to proceed and may arrange any necessary handling, repacking, reloading, stowage, securing, storage or resealing at the Merchant's risk and expense. The absence of the Merchant or its representative shall not prevent or delay any action required by a competent authority or reasonably undertaken by the Carrier. The Merchant shall bear all resulting costs, expenses and consequences, except in the cases and to the extent that the Merchant proves that the relevant loss or expense was caused by the fault of the Carrier and was in direct causal connection with such fault.

22. LIEN AND SECURITY

- (a) To the fullest extent permitted by Applicable Law, the Carrier shall have a right of retention and a particular lien on the Goods and documents relating thereto for Freight, Deadfreight, demurrage, detention, storage, General Average contribution or security, expenses incurred in respect of the Goods and other sums due under the relevant Carriage.
- (b) The Carrier may retain the Goods until payment or adequate security is provided and may place the Goods in storage while preserving the right of retention, subject to any notice required by Applicable Law. The Merchant shall reimburse the reasonable costs of retention, storage, preservation and enforcement.
- (c) If the secured amounts remain unpaid, the Carrier may enforce its rights against the value of the Goods and sell or otherwise realise the Goods only in the circumstances, within the time limits and in the manner permitted by Applicable Law and after giving any required notice. Nothing in this Clause authorises a private or extrajudicial sale where such sale is not permitted by Applicable Law.
- (d) The net proceeds shall be applied first to the costs of storage, preservation, enforcement and sale and thereafter to the secured amounts. Any balance shall be paid to the Person entitled thereto. The Booking Party, Shipper or Charterer, as applicable, shall remain liable for any deficiency to the extent permitted by Applicable Law.
- (e) This Clause does not authorise the sale of transport documents or any Container or equipment not owned by the debtor. Any retention of such property may be exercised only to the extent permitted by Applicable Law.

23. GENERAL AVERAGE AND SALVAGE

General Average shall be adjusted, stated and settled at the place and in accordance with the version of the York-Antwerp Rules specified in the bill of lading or other transport document of the Underlying Carrier. If no such place or version is specified, General Average shall be adjusted, stated and settled in London in accordance with the York-Antwerp Rules 2016.

In the event of accident, danger, damage or disaster occurring before or after commencement of the voyage and resulting from any cause whatsoever, whether due to negligence or not, for which the Carrier is not responsible under Applicable Law, contract or otherwise, the Merchant shall contribute with the Carrier in General Average in respect of any sacrifice, loss or expense of a General Average nature and shall pay salvage, special charges and expenses incurred in respect of the Goods.

The Carrier shall not be required to deliver the Goods until the Merchant has provided such General Average contribution, bond, guarantee, deposit or other security as the Carrier or the Underlying Carrier may reasonably require.

If salvage services are rendered by a vessel or entity owned, operated or controlled by the Carrier, the Underlying Carrier or their any entity under common ownership or control with any of them, salvage shall be payable as fully as if such services had been rendered by an independent salvor.

24. BOTH-TO-BLAME COLLISION

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, negligence or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the Merchant shall indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her Owner insofar as such loss or liability represents loss of or damage to, or any claim whatsoever of, the owner of the Goods paid or payable by the other or non-carrying vessel or her Owner to the owner of the Goods and set-off, recouped or recovered by the other or non-carrying vessel or her Owner as part of its claim against the carrying Vessel or the Carrier.

The foregoing provisions shall also apply where the Owner, operator or those in charge of any vessel, vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

25. FORCE MAJEURE, WAR RISKS AND GOVERNMENT DIRECTIONS

(a) For the purposes of this Clause, a "Force Majeure Event" means an extraordinary and unavoidable event beyond the reasonable control of the party affected, the consequences of which could not reasonably have been prevented or overcome. Subject to the foregoing, Force Majeure Events may include:

- (i) storms, hurricanes, typhoons, tsunamis, earthquakes, floods, exceptional ice conditions and other extraordinary natural or weather events making navigation, entry into or departure from a port, loading, discharge or delivery unsafe or impossible;
- (ii) closure, restriction or interruption of the operation of any port, terminal, canal, strait, waterway, sea route, border or other transport infrastructure;
- (iii) blockage or obstruction of navigable waters, casualty, wreck, grounding, collision or other navigational incident not caused by the party relying upon this Clause, and extraordinary port or terminal congestion directly resulting from any Force Majeure Event;
- (iv) war, warlike operations, blockade, piracy, terrorism, sabotage, civil commotion, riot, armed attack, missile or drone attack, mines or other weapons or means of warfare;
- (v) strikes, lockouts or other widespread labour disturbances resulting in the cessation or material restriction of port, terminal, shipping-line or transport-infrastructure operations;
- (vi) fire, explosion, accident, destruction or prolonged interruption of port, energy, navigational, customs, communications or information infrastructure, including the consequences of a cyberattack;
- (vii) epidemic, pandemic, quarantine, sanitary restriction or public-health emergency; and
- (viii) any act, order, direction, prohibition or restriction of a government, customs, port or other competent authority, including any restriction on import, export, transit or navigation, closure of borders or ports, detention or requisition of the Vessel, embargo or other mandatory restrictive measure.

(b) To the fullest extent permitted by Applicable Law, neither the Carrier nor the Merchant shall be liable for any failure or delay in performing an obligation to the extent directly caused by a Force Majeure Event. The time for performance of the affected obligation shall be extended for the period during which performance is prevented or delayed and for such reasonable period as may be required to overcome its consequences.

(c) The Master and the Carrier may comply with any order, direction or recommendation relating to the Carriage given by any government or competent authority, any person acting or purporting to act on behalf of such government or authority, or any person entitled to issue directions under the terms of the Vessel's insurance.

(d) Where the Carrier reasonably considers that a Force Majeure Event or any related hindrance, risk, delay, difficulty or disadvantage may expose the Vessel, the Goods, any person, property or the environment to risk, or may prevent or materially delay performance of the Carriage, the Carrier may:

- (i) cancel the affected booking if the Goods have not been received for Carriage;
- (ii) omit, delay or change any sailing, port call, route, mode of transport or place of transshipment;
- (iii) deviate, suspend or discontinue the Carriage;
- (iv) discharge, tranship, return, store or otherwise deal with the Goods at any safe and convenient port or place; or
- (v) place the Goods at the Merchant's disposal at any safe and convenient port or place.

The Carrier may exercise these rights whether or not the Carriage has commenced and whether or not the relevant circumstances existed or were foreseeable when the booking was accepted or the Goods were received.

(e) Discharge or placement of the Goods at the Merchant's disposal under this Clause shall, to the fullest extent permitted by Applicable Law, constitute due delivery and performance of the relevant Carriage, and the Carrier's responsibility for the Goods shall thereafter cease. The Carrier shall remain entitled to Freight and Deadfreight already earned or payable and to any additional Freight, storage, handling, return-carriage and other reasonable costs and expenses incurred as a result of the relevant circumstances or measures taken. Such entitlement shall be subject to Applicable Law, including any mandatory rule governing proportional Freight or the return of Freight. The Merchant shall not bear costs to the extent caused by the proven fault of the Carrier.

(f) Where reasonably practicable, the party affected shall notify the other party of the Force Majeure Event and its expected effect on performance without undue delay. The Carrier may act without prior notice where immediate action is reasonably required for the protection of persons, the Vessel, the Goods, other cargo, property or the environment. Upon reasonable request, the party relying upon the Force Majeure Event shall provide reasonably available supporting evidence, which may include a certificate or confirmation issued by a competent authority.

(g) Ordinary seasonal weather, usual port or terminal congestion, a shortage of funds, changes in market conditions, increases in costs or exchange-rate fluctuations shall not by themselves constitute a Force Majeure Event. A Force Majeure Event shall not relieve the Merchant from the obligation to pay amounts accrued before its occurrence or Freight, Deadfreight, charges, costs and expenses properly payable under this Bill of Lading.

(h) The rights of the Carrier under this Clause are cumulative and are without prejudice to Clause 6, Clause 30 and any other right, liberty, defence, exemption or remedy available under this Bill of Lading or Applicable Law.

26. DEFENCES AND LIMITS FOR SERVANTS, AGENTS AND SUBCONTRACTORS

(a) No claim in connection with the Goods or Carriage shall be made against any employee, agent or Subcontractor of the Carrier except where a direct claim cannot lawfully be excluded. If such claim is made, that Person shall have the benefit of every defence, exemption, limitation, liberty and right available to the Carrier under this Bill of Lading and Applicable Law.

(b) The aggregate amount recoverable from the Carrier and all such Persons shall not exceed the limit that would apply if the claim were made solely against the Carrier.

(c) For this Clause, the Carrier contracts as agent and trustee for the benefit of each such Person. Nothing in this Clause excludes liability that cannot lawfully be excluded.

27. STOWAGE AND CONSOLIDATION

(a) The Carrier may stow, consolidate and carry the Goods using Containers, trailers, Tank Containers, Flexitanks, flats, platforms, pallets or other suitable articles of transport and may consolidate the Goods with other cargo where reasonably appropriate.

(b) On-deck and under-deck stowage shall be governed by Clause 10.

28. SHIPPER-PACKED CONTAINERS, FLEXITANKS, TANK CONTAINERS, REFRIGERATED CONTAINERS AND OTHER EQUIPMENT

(a) Where any Container, Flexitank, Tank Container, Refrigerated Container or other equipment has been supplied, selected, installed, filled, packed, stowed, secured, closed, sealed, set, operated or tendered by or on behalf of the Merchant, the Merchant warrants that:

- (i) such equipment is suitable, properly certified, safe and fit for the Goods and the intended Carriage;
- (ii) the Goods are compatible with such equipment and its materials and components;
- (iii) the equipment has been properly inspected, installed, filled, packed, stowed, secured, closed, sealed, set and operated in accordance with Applicable Law, the manufacturer's instructions and the Carrier's requirements; and
- (iv) the Goods and equipment will not leak, seep, escape, rupture, overflow, discharge, contaminate, pollute or otherwise cause loss, damage, liability, delay or expense to the Carrier, the Vessel, other cargo, property, persons or the environment.

(b) Where a Refrigerated Container is supplied, packed, set or operated by or on behalf of the Merchant, the Merchant further warrants that:

(i) the Container and its refrigeration, heating, ventilation, atmosphere-control and monitoring equipment are suitable and in proper working condition;

(ii) the Goods have been properly prepared for the intended Carriage; and

(iii) all settings and instructions provided to the Carrier are complete and accurate and have been verified by the Merchant before the Container was tendered for Carriage.

(c) To the fullest extent permitted by Applicable Law, the Carrier shall not be liable for any loss, damage, liability, delay, cost or expense caused by:

- (i) any breach of the warranties contained in this Clause;
- (ii) any defect, unsuitability or unsafe condition of equipment supplied, selected or controlled by or on behalf of the Merchant;
- (iii) improper installation, filling, packing, stowage, securing, closing, sealing, setting or operation of such equipment;
- (iv) any leakage, seepage, escape, rupture, overflow, discharge, contamination or pollution originating from the Goods or related equipment; or
- (v) any defect, incorrect setting, improper operation or failure of a Refrigerated Container or its equipment supplied, set or controlled by or on behalf of the Merchant.

Where equipment has been supplied or controlled by or on behalf of the Carrier, the Carrier's responsibility shall be determined in accordance with Clause 9 and mandatory Applicable Law.

Nothing in this Clause excludes liability to the extent the Merchant proves that the relevant consequence resulted from the fault of the Carrier and was in direct causal connection with that fault.

(d) The Merchant shall Indemnify the Carrier against all claims, fines, penalties, loss, damage, liability, costs and expenses arising from any matter referred to in sub-clauses (a)-(c), except to the extent caused by the proven fault of the Carrier and in direct causal connection with that fault. Such costs and expenses include, without limitation:

- (i) emergency response, containment, surveys, inspections, sampling and testing;
- (ii) pumping, transfer, discharge, handling, storage, treatment or disposal of the Goods;
- (iii) cleaning, decontamination and restoration of the Vessel, cargo holds, decks, bilges, drainage systems, machinery, Containers, terminal premises and other cargo;
- (iv) repair or replacement of equipment;
- (v) delay, detention, demurrage, deviation, loss of use and additional port or handling expenses; and
- (vi) amounts claimed by the Vessel owner, Underlying Carrier, terminal operator, authorities or other third parties, together with reasonable surveyor, expert, contractor and legal expenses.

(e) If any actual or reasonably suspected leakage, rupture, discharge, contamination, pollution, temperature deviation or equipment failure occurs or is likely to occur, the Carrier may take any measures it reasonably considers necessary to protect persons, the Vessel, other cargo, property or the environment, mitigate loss or enable the Carriage or Vessel's operations to continue. Such measures may include inspection, isolation, pumping, transfer, discharge, storage, treatment, disposal, cleaning, decontamination, repair, replacement or adjustment of equipment. Where immediate action is required, the Carrier may act without prior notice to or approval from the Merchant. Where reasonably practicable, the Carrier shall notify the Merchant without undue delay. The costs and expenses of such measures shall be borne by the Merchant, except to the extent caused by the proven fault of the Carrier. The Carrier is not required to obtain the Merchant's prior approval as to their nature, scope, timing, contractor or cost.

(f) Any claim by the Carrier under this Clause may be evidenced by relevant documents or materials, including survey and incident reports, statements of facts, photographs, recordings, laboratory or monitoring data, work orders, invoices, debit notes, calculations, payment records and third-party demands or claims. Such documents constitute prima facie evidence of the occurrence, nature, amount and causal connection of the relevant loss or expense unless the Merchant proves a manifest error or material inaccuracy. The Carrier may recover all amounts paid, incurred or legally payable, including amounts reasonably settled by the Carrier in good faith. The Carrier is not required first to: (i) pay the relevant third party; (ii) obtain the Merchant's approval; (iii) dispute or litigate the claim; (iv) exhaust remedies against any third party; or (v) obtain a court judgment or arbitral award.

(g) This Clause applies to the fullest extent permitted by Applicable Law. Any invalid or unenforceable provision shall be modified or severed only to the minimum extent necessary, without affecting the remaining provisions. The rights, indemnities and remedies of the Carrier under this Clause are cumulative and do not prejudice any other right, defence, immunity, exemption, limitation, liberty or remedy available under this Bill of Lading or Applicable Law.

(h) Where the Goods are received in a Container sealed by or on behalf of the Shipper or by customs or another competent authority, and the Container is delivered with the original seal or an official replacement seal intact and bearing the number stated in this Bill of Lading, an interchange receipt or an official inspection record, this shall constitute prima facie evidence that the Carrier did not have access to the contents of the Container and that the Container remained externally intact while in the Carrier's custody.

In such circumstances, the Carrier shall not be liable for any shortage, discrepancy, concealed loss or damage arising from the contents, packing, stowage or condition of the Goods, except in the cases and to the extent that the Merchant proves that the relevant loss or damage occurred while the Goods were in the Carrier's custody, was caused by the fault of the Carrier and was in direct causal connection with such fault.

29. RETURN, DETENTION, DAMAGE AND LOSS OF CONTAINERS

(a) A Container supplied by or on behalf of the Carrier shall be returned, at the Merchant's risk and expense, to the place and within the time instructed by the Carrier, empty, clean, free of cargo and securing residues and in the same commercial and technical condition as delivered, fair wear and tear excepted. The Merchant shall request return instructions no later than three Business Days before the intended return.

(b) Return is proved by a terminal, depot or warehouse interchange receipt or a transport document bearing the authorised facility's acceptance. Delivery elsewhere does not constitute return unless accepted by the Carrier in writing, and the Merchant shall reimburse repositioning and related costs.

(c) The Merchant shall pay detention and other charges under the Booking Note or Tariff. Unless otherwise stated, detention for a standard 20-foot or 40-foot dry Container, excluding Open Top and Flat Rack equipment, is the Rouble equivalent of USD 10 per day from the day following expiry of free time until valid return.

(d) The Merchant shall reimburse documented cleaning and repair costs. If a Container is lost or cannot reasonably be repaired, the Merchant shall pay a contractual penalty in the Rouble equivalent of: USD 4,000 for a 20-foot Container; USD 7,000 for a 40-foot Container, including High Cube; and USD 10,000 for a 40-foot Open Top or Flat Rack Container. Detention continues until payment of the applicable loss amount, unless prohibited by Applicable Law.

(e) Where the Container belongs to an Underlying Carrier or another third party, the Merchant shall pay the applicable third-party tariff, repair, cleaning, detention, loss and other charges passed to the Carrier, to the extent documented and not duplicated by a payment under sub-clause (d).

30. SANCTIONS, EXPORT CONTROL AND PROHIBITED TRADE

(a) The Merchant warrants that the Goods, Persons involved in the transaction, Vessel, ports, terminals, banks, payment route and intended Carriage comply with all sanctions, export-control, import, transit and trade restrictions applicable to the Carrier, an Underlying Carrier or another participant in the Carriage and not contrary to mandatory law of the Russian Federation.

(b) The Merchant shall not book, tender or cause the Carrier to handle any sanctioned, prohibited or restricted Goods or transaction without full prior written disclosure and the Carrier's express written consent.

(c) If performance violates or may reasonably expose the Carrier, Vessel, Underlying Carrier, bank, terminal or other participant to violation, blocking, seizure, penalty or material sanctions risk, the Carrier may refuse receipt or loading, suspend the Carriage, change route, substitute a participant, discharge, return, store or deliver the Goods to an authorised Person, or terminate the affected Carriage.

(d) The Carrier shall notify the Booking Party of a material decision where reasonably practicable. The Goods shall be held, stored, returned or transferred at the Merchant's risk and expense. The Merchant shall reimburse documented Freight, losses, fines, claims, costs and expenses directly connected with the matter, except to the extent caused by the proven fault of the Carrier.

31. ELECTRONIC DOCUMENTS AND NOTICES

(a) If applied, an electronic contract of sea carriage and an electronic Bill of Lading shall be created in the approved format, signed with the electronic signature required by Article 117 of the Merchant Shipping Code of the Russian Federation and submitted to the State Information System for Electronic Transportation Documents where required by Applicable Law.

(b) Booking Notes, shipping instructions, confirmations, notices, invoices and operational communications may be sent from or to agreed email addresses or through agreed electronic document interchange systems and shall be admissible as written evidence.

(c) A notice is deemed received when delivered to the agreed electronic system or email server without an automated failure message, subject to proof to the contrary. Nothing in this Clause replaces any mandatory procedure for transfer or surrender of a negotiable electronic Bill of Lading.

32. NO WAIVER, SEVERABILITY AND SURVIVAL

(a) Failure or delay by the Carrier to exercise a right is not a waiver. A waiver is effective only if made in writing for the specific matter concerned.

(b) If any provision is invalid or unenforceable, it shall be modified or severed only to the minimum extent necessary, and the remaining provisions continue in effect.

(c) Provisions concerning payment, Freight, Deadfreight, Containers, indemnities, claims, evidence, law and jurisdiction survive completion or termination of the Carriage and expiry or termination of any framework agreement.