



On approval of standard contracts between the carrier and the forwarder on organization of cargos transportation by rail

Unofficial translation

The order of the acting Minister of Industry and Infrastructural Development of the Republic of Kazakhstan dated July 19, 2019 № 521. Registered in the Ministry of Justice of the Republic of Kazakhstan on July 24, 2019 № 19082.

Unofficial translation

In accordance with subparagraph 34-37) of paragraph 2 of Article 14 of the Law of the Republic of Kazakhstan dated December 8, 2001 “On Rail Transport” **I ORDER:**

1. To approve:

1) A standard contract of a carrier and a forwarder when transporting cargos by rail through the territory of the Republic of Kazakhstan in international transit traffic through the Republic of Kazakhstan, in accordance with Appendix 1 to this order;

2) A standard contract of a carrier and a forwarder when transporting cargos by rail through the territory of the Republic of Kazakhstan in international (excluding transit) and intra-republican communications, in accordance with Appendix 2 to this order.

2. The transport committee of the Ministry of Industry and Infrastructural Development of the Republic of Kazakhstan, in the manner established by the legislation shall ensure:

1) state registration of this order in the Ministry of Justice of the Republic of Kazakhstan;

2) within ten calendar days from the date of state registration of this order, sending it in the Kazakh and Russian languages to the Republican state enterprise on the right of economic management "Institute of Legislation and Legal Information of the Republic of Kazakhstan" for official publication and inclusion to the Standard control bank of regulatory legal acts of the Republic of Kazakhstan;

3) placement of this order on the Internet resource of the Ministry of Industry and Infrastructural Development of the Republic of Kazakhstan.

3. Control over execution of this order shall be assigned to the supervising Vice-Minister of Industry and Infrastructural Development of the Republic of Kazakhstan

4. This order shall be enforced upon expiry of ten calendar days after its first official publication.

Appendix 1
to the order of the Minister
of Industry and Infrastructural
Development of the
Republic of Kazakhstan
dated July 19, 2019 № 521

Standard contract

of a carrier and a forwarder when transporting cargos by rail through the territory of the Republic of Kazakhstan in international transit traffic through the Republic of Kazakhstan

city _____ " _____ " _____ 20____
_____ "Carrier", represented by _____ acting on the basis of _____
_(name of a legal entity, business identification number/surname, name, patronymic (if any)
of an individual, individual identification number) based on the power of attorney _____
_____, on the one hand and _____ hereinafter referred to as the "Forwarder",
represented by _____, (name of a legal entity, business identification number/
surname, name, patronymic (if any) of the individual, individual identification number) acting
on the basis of _____, on the other hand, collectively referred to as the "Parties
", have concluded this Contract as follows.

Chapter 1. The subject of the contract

1. This Contract regulates relationship of the Carrier with the Forwarder, rendering services to the clients for organization cargos transportation by rail in international transit, ensures payment of freight charges to the Carrier.

2. The relations of the Parties are regulated by international treaties and the legislation of the Republic of Kazakhstan.

3. The Carrier assigns the code _____ to the Forwarder and confirms its abbreviated name provided by the Forwarder, which is indicated on the railway bill of lading (transportation contract) filled out in the form according to the Agreement on international railway freight traffic, the Resolution of the Cabinet of Ministers of the Republic of Kazakhstan dated May 4, 1994 № 474 "On transition of railways of the Republic of Kazakhstan to the organization of international and interstate cargos transportation on the basis of the agreement on international railway freight traffic "(hereinafter - the Agreements), when registering transportation of cargos in international transit traffic through the Republic of Kazakhstan.

4. The following basic concepts are used in this Contract:

1) Unified personal (settlement) account - a unified personal (settlement) account of the Forwarder in the Carrier's financial system with access to information on the movement of the Forwarder's payment (to UPA) during cargo transportation (hereinafter - UPA);

2) Personal account - personal space of the Forwarder in the section of the Carrier's website, with access to information about the movement of the Forwarder's payment (to the UPA), when carrying out cargo transportation.

Chapter 2. Rights and obligations of the Parties

5. The carrier shall be obliged to:

1) ensure the delivery (issue) of cargos, forwarded by the Forwarder in international transit through the Republic of Kazakhstan;

2) inform immediately by telegram or in any other way the station of departure, destination of cargo and the Forwarder in case of obstacles to the transportation of cargos;

3) notify the Forwarder about changes in regulatory legal acts on the issues of organization of cargos transportation by rail of the Republic of Kazakhstan and other states (in accordance with international treaties), as well as tariff conditions by posting the change on the Carrier's Internet resources _____;

4) carry out exchange of documents and (or) information in cases provided for by the customs legislation of the Eurasian Economic Union and (or) the Republic of Kazakhstan between customs bodies and declarants, carriers, persons engaged in customs activities, authorized economic operators and other persons, performing customs operations, in electronic form or by submitting (sending) documents and (or) information on paper;

5) not accept cargo for transportation in the absence of:

- marks on payment of transit transportation to the carriers (with the exception of the carrier issuing the cargo);

- the payer for transportation to the receiving carrier (with the exception of the carrier issuing the cargo), the payer is indicated that does not have a contract with him/her;

- documents required for the unimpeded transportation of cargos under the control of state bodies (customs, border, phytosanitary and others);

6) send notifications (in any form) on assignment of a code and the confirmed abbreviated name of the Forwarder for cargos transportation in international transit traffic through the Republic of Kazakhstan to the stations, branches of the Carrier and the railway administrations of the states parties of the Agreement after the conclusion of a contract;

7) inform immediately the station of departure, destination of the cargo and the Forwarder about the decision of the authorized bodies on detention of cargos and vehicles in the event of obstacles to cargos transportation by telegram or e-mail;

8) inform immediately the station of departure, destination of the cargo and the Forwarder on detention of cargos and vehicles by telegram or e-mail;

9) inform immediately the forwarder on the decision of temporarily suspension or limitation of transportation, indicating the reasons;

10) demand full compensation for the losses caused to the Forwarder due to non-performance or improper performance of the contract, unless otherwise provided by legislative acts or the contract;

11) compensate the Forwarder in full amount for documentary confirmed losses related to the absence of payment on the UPA if they are actually available in the required amount on the UPA, with the recovery of fines in the amount, established by the agreement of the parties from the amount of downtime, recovered from the UPA of the forwarder;

12) perform other duties in accordance with the legislation of the Republic of Kazakhstan.

6. The carrier shall have the right to:

1) stop transportation of cargo and resume transportation within a period of 6 (six) hours after the receipt of payment for transportation if the Forwarder does not provide timely and full payment of all freight charges and fees to the carrier;

2) attract third parties for fulfillment their functional duties, provided that the Carrier shall be fully responsible for the action (inaction) of the third parties involved;

3) enjoy other rights in accordance with the legislation of the Republic of Kazakhstan and international treaties of the Republic of Kazakhstan.

7. The Forwarder shall be obliged to:

1) ensure that there is sufficient payment on the UPA for payment of freight charges at the rates applicable on the date of the calendar stamp of the railway station in the railway bill:

- before the date of cargo dispatching in international export and domestic traffics;
- before the date of cargo arrival at the destination station in international import traffic;
- before the date of cargo arrival at the entrance interstate division point (hereinafter - ISDP), in international transit traffic through the Republic of Kazakhstan;
- for other freight charges due to the Carrier.

2) provide assistance to the shippers and consignees in fulfilling the Carrier's requirements for cargo and registration of transportation documents in accordance with the legislation of the Republic of Kazakhstan and international treaties of the Republic of Kazakhstan;

3) provide assistance in elimination of identified comments to the cargo and accompanying documents to it in the event of an obstacle to movement of cargo due to violation of requirements of the veterinary, quarantine, customs, border, phytosanitary and other control bodies in accordance with the legislation of the Republic of Kazakhstan and international treaties of the Republic of Kazakhstan;

4) check accuracy of the information provided by the client, as well as information about the properties of the cargo, the conditions of its transportation and other information necessary for fulfillment of forwarder's obligations under the contract of transport forwarding;

5) reimburse documentary confirmed losses caused to the carrier due to non-performance or improper performance of the contract on organization of transportation, unless otherwise provided by the legislation of the Republic of Kazakhstan or the contract on organization of transportation;

6) take measures to remove obstacles for transportation of cargo, except when such obstacles arose through the fault of the Carrier;

7) inform timely the Carrier about the changes in the constituent documents, legal address, head of the executive body of the Forwarder, bank details, mail (actual) address, e-mail address, phone numbers and faxes;

8) perform other duties in accordance with the legislation of the Republic of Kazakhstan and international treaties of the Republic of Kazakhstan.

8. The Forwarder shall have the right to:

- 1) receive information on changes in tariff conditions during the transit of cargos by rail;
- 2) enjoy other rights in accordance with the legislation of the Republic of Kazakhstan.

Chapter 3. The procedure of settlements

Note!

The effect of paragraph 9 is suspended until 01.01.2025 by order № 163 of the Minister of Transport of the Republic of Kazakhstan of 29.12.2023, establishing that during the period of suspension this paragraph shall be effective as follows.

9. The Forwarder shall make a preliminary transfer to the Carrier of the payment sufficient to pay the carriage charges in cash in the national currency of the Republic of Kazakhstan - tenge, to the Carrier's account specified in subparagraph ___ of paragraph ___ of this Contract.

Accounting of payments received from the Forwarder shall be carried out in the financial system of the Carrier with reflection of traffic information in the Forwarder's personal account.

Debiting funds for transportation in international transit through the Republic of Kazakhstan shall be carried out from the Forwarder's UPA after determining the cost of transportation in wagons/containers at the entrance of the ISDP according to the "Lists of works performed, services rendered" posted in the Forwarder's personal account. Final settlements with the Forwarder for transit transportations shall be made on the basis of shipping documents received from the exit ISDP.

10. The carrier suspends cargos transportation in case of formation of accounts receivable due to the lack of payment on the Forwarder's UPA, sends telegrams about this to the addresses of the ISDP, technological centers for processing transport documents and offices of the Carrier.

Note!

The effect of paragraph 11 is suspended until 01.01.2025 by order № 163 of the Minister of Transport of the Republic of Kazakhstan of 29.12.2023, establishing that during the period of suspension this paragraph shall be effective as follows.

11. The Forwarder pays the Carrier in a complaint procedure documentary confirmed additional payments, fines related to cargo transportation. Submission of a claim to the Forwarder and the terms of their consideration shall be carried out in accordance with the legislation of the Republic of Kazakhstan.

All the above-mentioned costs shall be set at the date of their occurrence, separately for each shipment and confirmed by the relevant documents.

12. Before weekends and holidays, the Forwarder shall ensure that the amount on the UPA is sufficient to pay for cargos transportation on these days.

13. The Forwarder shall carry out payment to the Carrier of freight charges at the rates applicable for transportation of cargos in international traffic and valid on the day corresponding to the date of the calendar stamp of the railway station of departure of cargos in the railway bill of lading.

14. The carrier provides the Forwarder with the Act of works performed (services rendered) (form P-1) together with the Payroll for railway transport (form 4A), filled out in accordance with the forms of primary accounting documents, on a monthly basis until the 10th (tenth) day of the month following the reporting month, approved by the order of the Minister of Finance of the Republic of Kazakhstan dated December 20, 2012 №562 (registered in the Register of state registration of regulatory legal acts № 8265) and the Rules for complex settlements between railway administrations of the member states of the Commonwealth of Independent States, the Republic of Latvia, the Republic of Lithuania, and the Republic of Estonia, approved at the twelfth meeting of the Council on railway transport dated December 10, 1994 for the total amount of freight charges and additional charges for international transit traffic through the Republic of Kazakhstan. The invoice shall be provided to the Forwarder in electronic form.

Copies of transportation documents shall be provided under separate contracts.

Chapter 4. Responsibility of the Parties

15. Under the terms of this Contract, the Parties shall be liable for transportation in international traffic through the Republic of Kazakhstan, provided for by international treaties, agreements to which the Republic of Kazakhstan is a party, and the current civil legislation of the Republic of Kazakhstan

If an international treaty establishes rules other than those provided for by this Contract, then the rules of an international treaty shall apply.

16. If the Carrier does not credit the payments made by the Forwarder to the UPA, which led to the stoppage of transportations, the Carrier, at the request of the forwarder, shall pay all documentary confirmed losses and penalties in the amount established by the agreement of the parties, from the amount not credited for each day of delay.

17. Reimbursement of the Carrier's expenses provided for by paragraph 11 of this Contract shall be made no later than 30 (thirty) calendar days from the end of the downtime (delay) of wagons by deducting payment from the Forwarder's UPA, and the Carrier must provide documents confirming the downtime/delay of wagons and containers, and originals or certified copies of acts of the general form on the collection of fees for the delay of wagons and containers.

18. In case of refusal of the Forwarder from the activities, provided for by this Contract and early termination of the contract, including due to the lack of cargos transportation within

3 (three) months from the date of signing the contract, the Carrier shall have the right to demand from the Forwarder reimbursement of fees for sending telegrams upon the announcement of the Forwarder at the rates of the telecom operator.

Chapter 5. Termination of the contract

19. In the absence of cargos transportation within 3 (three) consecutive months from the date of signing the contract, the Carrier shall have the right to terminate the contract unilaterally.

20. In the absence of transportation volumes, the Forwarder shall have the right to terminate the contract ahead of time.

21. In cases of early termination of the contract unilaterally, by mutual agreement of the Parties and in cases provided for by the legislation of the Republic of Kazakhstan, one of the Parties shall be obliged to notify the other Party at least 20 (twenty) calendar days before the expected date of termination of the contract, and the obligations of the Parties in part of mutual settlements under this Contract shall be terminated after their full execution.

In case of early termination of this Contract, the Forwarder shall pay for the cargos transportation and other freight charges due to the Carrier on the basis of a reconciliation act and invoice, within 20 (twenty) calendar days from the date the Carrier provides the reconciliation act and invoice.

22. Upon termination or expiration of this Contract, the Carrier, at the request of the Forwarder, shall return the balance to the account of the Forwarder after signing the reconciliation act within 3 (three) working days.

23. In case of violation of 1) paragraph 7, paragraphs 9, 10, 11 of this Contract, the Carrier shall have the right to suspend the performance of obligations under this Contract.

24. In case of suspension of performance of obligations under this Contract, the Carrier must notify the Forwarder within 24 hours from the date of suspension.

25. The Forwarder shall be obliged to eliminate the violations, specified in paragraph 23 of this Contract within 3 (three) working days from the date of receipt of the written notification of the Carrier. The Carrier resumes performance of obligations under the contract from the date of elimination of violations.

Chapter 6. Force majeure

26. The Parties shall not be liable provided for in this Contract if the impossibility of performing the terms of this Contract by them has occurred due to force majeure circumstances, including natural disasters, earthquakes, hurricanes, technological disasters, military operations, in case of a terrorist threat declared by the authorized body, epidemics, adoption of acts of state bodies and so on, provided that they directly affect the ability to perform the terms of this Contract.

27. In the event of force majeure, the term of performance of obligations under this Contract shall be postponed in proportion to the time during which such circumstances and their consequences are valid.

28. After the end of force majeure circumstances, the Party affected by the force majeure circumstances, shall be obliged, within 3 (three) working days, to inform about the termination of such circumstances, indicating the period by which the obligations under this Contract are expected to be performed.

29. If force majeure circumstances last for more than 3 (three) months, then one of the Parties shall have the right to refuse to perform the contract by notifying the other Party 20 (twenty) calendar days before the expected date of termination of this Contract, after which the contract is considered terminated. The return of the unused amount shall be made to the Forwarder's UPA within 3 working days from the date of termination of the contract.

If there is an unused prepayment amount, it shall be returned to the Forwarder's UPA within 3 working days from the date of termination of the contract.

Chapter 7. Disputes resolution

30. All disputes and disagreements arising in the course of performance of obligations under the terms of this Contract shall be resolved through negotiations between the Parties.

31. Disputes that are not settled through negotiations between the Parties shall be considered in a claim procedure within one month from the date of receipt of the claim.

32. Disputes that are not settled in a claim procedure shall be resolved in the court.

Chapter 8. Other conditions

33. All changes and additions to this Contract must be made in writing, drawn up by additional agreements, signed by the authorized representatives of the Parties. Additional agreements must be stamped with stamps of the Parties (if any).

34. All notifications and messages are deemed to be provided by the parties properly if they are delivered in person, by fax, telex, courier or e-mail to the address of the other Party. In case of early termination of the contract, a notification of its termination shall be sent to the other party by e-mail with notification of a receipt with subsequent sending of the notification original by a courier, express mail.

35. Agreement by the Parties of amendments and additions to this Contract may be carried out within 20 (twenty) calendar days from the date of receipt of the corresponding notification.

36. Changes and additions to this Contract, made in the proper form, shall be its integral part.

37. The contract is made in 2 (two) copies, in the state and Russian languages, having the same legal force, 1 (one) copy for each of the Parties.

38. The legislation of the Republic of Kazakhstan shall apply to the part not stipulated by this Contract.

Chapter 9. Validity term and procedure for termination of the Contract

39. The Contract shall enter into force from " __ " _____ 20__ and is valid to " __ " _____ 20__ .

40. The Contract may be terminated ahead of time on the terms established by the current legislation of the Republic of Kazakhstan.

41. The contract can be extended by agreement of the parties by concluding an additional agreement as an integral Appendix to the contract, or by concluding a new contract.

42. By agreement of the parties, the contract may be supplemented and/or amended by other non-contradictory and non-aggravating terms of this Contract and the legislation of the Republic of Kazakhstan.

43. In the event of a change in the current legislation of the Republic of Kazakhstan, adoption of regulatory legal acts, changing the procedure and conditions for cargo transportation, the parties shall be obliged to bring this Contract into compliance with the requirements of these acts within thirty calendar days by making necessary additions and changes to the text of the contract.

Chapter 10. Details of the parties

Forwarder	Carrier
_____	_____
(full name of a legal entity / surname, name, patronymic (if any) of an individual)	(full name of a legal entity / surname, name, patronymic (if any) of an individual)
(legal address)	(legal address)
_____	_____
(phone, fax)	(phone, fax)
_____ business identification number/ individual identification number)	_____ business identification number/ individual identification number)
(bank identification code)	(bank identification code)
_____	_____
(individual identification code)	(individual identification code)
_____	_____
(name of the bank)	(name of the bank)
_____	_____
(full name (if any) of an authorized representative)	(full name (if any) of an authorized representative)

(signature) place of seal (if any)

(signature) place of seal (if any)

Appendix 2
to the order of the Minister
of Industry and Infrastructural
Development of the
Republic of Kazakhstan
dated July 19, 2019 № 521

Standard agreement between the Carrier and the freight forwarder for the carriage of goods by rail across the territory of the Republic of Kazakhstan in international (excluding transit) and intra-republican traffic

Footnote. The Standard Agreement as reworded by order № 42 of the Minister of Transport of the Republic of Kazakhstan of 31.10.2023 (shall become effective ten calendar days after the date of its first official publication).

The city of _____ “ _____ ” _____ 20 ____

_____ "the Carrier", represented by _____ acting under (name of the legal entity, business identification number / name, surname, first name, patronymic (if any) of a natural person, individual identification number number) power of attorney _____, as the party of the first part, and _____ hereinafter referred to as “Forwarder”, represented by _____, acting under _____, (name of a legal entity, business identification number/name, first name, patronymic (if any) of a natural person, individual identification number) as the party of the second part, jointly referred to as the Parties, have entered into this Agreement as follows.

Chapter 1: General provisions

1. This Agreement governs the Carrier's relations with the Forwarder, rendering services to customers in organising the carriage of goods by rail in international (excluding transit) and intra-republican traffic, and ensures payment of carriage charges to the Carrier.

2. Relations between the Parties shall be governed by international treaties and the laws of the Republic of Kazakhstan.

3. The Carrier shall assign the code _____ to the Forwarder and confirm the abbreviated name provided by the Forwarder, which shall be stated in the railway transport consignment note (contract of carriage) in the course of registration of cargo transportation in international (excluding transit) and intra-republican traffic.

4. The following basic concepts are used herein:

1) Single Personal Account (settlement account) shall mean a single personal account (settlement account) of the Forwarder in the Carrier's financial system with access to

information on the Forwarder's payment movement (to the SPA) when providing freight transportation (hereinafter referred to as the SPA);

2) Personal Account shall mean the Forwarder's personal space in the Carrier's website section, with access to information on the Forwarder's payment movement (to the SPA), when performing freight carriages.

Chapter 2: Rights and responsibilities of the Parties

5. The Carrier shall be obliged to:

1) ensure carriage of cargoes expedited by the Forwarder in international (excluding transit) and intra-republican traffic;

2) if there are any obstacles to the carriage of goods, immediately inform by telegram and/or electronic mail the station of departure, cargo destination and the Forwarder;

3) to notify the Forwarder of any amendments to the tariff conditions by publishing the amendments on the Carrier's Internet resources _____;

4) to exchange documents and (or) data envisaged by the customs laws of the Eurasian Economic Union and (or) the Republic of Kazakhstan between customs authorities and declarants, carriers, persons engaged in customs activities, authorised economic operators and other persons performing customs operations in electronic form and (or) by filing (sending) documents and (or) data on paper;

5) not to accept the goods for carriage in the absence of:

the payer for carriage to the receiving carrier (except for the issuing carrier); a payer without a contract is specified:

documents required for unimpeded carriage of the goods under the control of public authorities;

6) following the conclusion of the agreement, send notifications (in any form) to the addresses of the Carrier's stations and branches on the assignment of the code and the confirmed abbreviated name of the Forwarder for the carriage of goods in international (excluding transit) and intra-republican traffic;

7) immediately inform by telegram and/or electronic mail the station of departure, cargo destination and the Freight Forwarder of the detention of goods and vehicles;

8) immediately inform the Freight Forwarder of any decision to temporarily suspend and/or restrict the carriage, specifying the reasons therefor;

9) claim full compensation for losses caused to the Forwarder due to non-performance and/or improper performance of the agreement, unless otherwise envisaged by legislative acts and (or) the agreement;

10) to reimburse the Freight Forwarder in full the documented losses related to the absence of payment on the SPA, if they are actually available in the amount required by the SPA, with the collection of fines in the amount agreed upon by the parties from the amount of downtime collected from the Freight Forwarder's SPA;

11) fulfil other duties under the laws of the Republic of Kazakhstan.

6. The Carrier may:

1) engage third parties to fulfil its functional duties, on condition that the Carrier bears full responsibility for the actions (inaction) of the engaged third parties;

2) exercise other rights under the legislation of the Republic of Kazakhstan and international treaties of the Republic of Kazakhstan.

7. The Forwarder shall be obliged to:

1) to ensure that there are sufficient payments on the SPA to pay carriage charges at the tariffs in effect on the date of the calendar stamp of the railway station in the railway consignment note:

prior to the date of departure of the cargo in international export and intra-republican traffic;

prior to the date of arrival of the cargo at the station of destination in international import traffic;

for carriage charges due to the Carrier;

2) assist consignors and consignees in fulfilling the Carrier's requirements for cargo and the execution of transport documents as required by the laws of the Republic of Kazakhstan and international treaties of the Republic of Kazakhstan;

3) Should there be an obstacle to the movement of cargo due to infringement of the requirements of veterinary, quarantine, customs, border, phytosanitary and other controls pursuant to the legislation of the Republic of Kazakhstan and international treaties of the Republic of Kazakhstan, assist in eliminating the identified remarks to the cargo and its accompanying documents;

4) verify the accuracy of the data presented by the customer, as well as information on the properties of the goods, the conditions of carriage and other information needed to fulfil the freight forwarder's obligations under the freight forwarding agreement;

5) reimburse documented losses caused to the Carrier as a result of non-performance or improper performance hereof, unless otherwise envisaged by the legislation of the Republic of Kazakhstan;

6) take measures to remove obstacles to the carriage of cargo, unless the Carrier is to blame for such obstacles;

7) to inform the Carrier in due time on changes in constituent documents, legal address, head of the Forwarder's executive body, bank details, postal (actual) address, e-mail address, telephone and fax numbers;

8) fulfil other duties under the legislation of the Republic of Kazakhstan and international treaties of the Republic of Kazakhstan.

8. The Forwarder may:

1) receive information on changes in tariff conditions for international (excluding transit) and intra-republican carriage of goods by railway;

2) to enjoy other rights pursuant to the legislation of the Republic of Kazakhstan.

Chapter 3: Settlement procedures

9. The Forwarder shall make a preliminary transfer to the Carrier of the payment sufficient for payment of carriage charges in the national currency of the Republic of Kazakhstan - tenge, to the Carrier's settlement account specified in sub-paragraph ___ of paragraph __ hereof.

The payments received from the Forwarder shall be accounted for in the Carrier's financial system with the information on payment movement reflected in the Forwarder's Personal Account.

Carriage charges for international (excluding transit) and intra-republican traffic shall be written off by the Carrier based on the documents received.

10. Should the Forwarder fail to pay the freight forwarder on the SPA, the Carrier shall have the right to collect carriage charges from the consignee at the station of destination of the cargo, provided that the consignee's letter of consent is available.

11. The Forwarder shall pay to the Carrier in a claim procedure documented additional payments and fines associated with the carriage of the cargo. Submission of claims to the Forwarder and terms of their consideration shall be made under the laws of the Republic of Kazakhstan.

12. Prior to weekends and public holidays, the Forwarder shall ensure that the amount available on the SPA is sufficient to pay for the carriage of goods on these days, as per carriage schedule.

13. On a monthly basis, by the 10th (tenth) day of the month following the reporting month, the Carrier shall present to the Forwarder the Act of Work Performed (Services Provided) (Form P-1) accompanied by the Settlement Statement for Carriage by Rail (Form 4A) completed pursuant to the forms of primary accounting documents approved by order № 562 of the Minister of Finance of the Republic of Kazakhstan of December 20, 2012, "On Approval of the Forms of Primary Accounting Documents" (recorded in the Register of State Registration of Regulatory Legal Acts under № 8265) on the total amount of carriage charges and additional charges for international (excluding transit) and intra-republican traffic.

Copies of transport documents shall be made available under separate contracts.

Chapter 4: Liability of the Parties

14. Under the terms hereof, the Parties in international transportations (excluding transit) through the Republic of Kazakhstan shall be liable as provided for by international treaties, agreements to which the Republic of Kazakhstan is a party, and the current civil legislation of the Republic of Kazakhstan.

If an international treaty establishes other rules than those envisaged herein, the rules of the international treaty shall be applied.

15. In case of receivables arising during carriage of goods in international import traffic, upon request the Forwarder shall pay to the Carrier a penalty at the rate established by agreement of the parties, from the amount of overdue debt for each day of delay, since the date of arising of the receivables (from the date of entry of wagons to the entrance junction station in the territory of the Republic of Kazakhstan), including the day of payment, from the amount of overdue debt.

16. Should the Carrier fail to credit the Forwarder's payments to the SPA, which resulted in the stoppage of wagon dispatch, upon the Forwarder's request, the Carrier shall pay all documented expenses and a penalty at the rate agreed upon by the parties from the amount not credited for each day of delay.

Chapter 5. Cancellation of agreement

17. At early termination of the Agreement unilaterally, by mutual agreement of the Parties and/or in cases envisaged by the laws of the Republic of Kazakhstan, the Party shall notify the other Party at least 20 (twenty) calendar days prior to the expected date of termination hereof, and the obligations of the Parties in terms of mutual settlements hereunder shall be terminated after their complete fulfilment.

Upon early termination hereof, the Forwarder shall pay for the carriage of goods and other carriage charges due to the Carrier based on the reconciliation act and invoice, within 20 (twenty) calendar days from the date of their submission by the Carrier.

18. Should this Agreement be cancelled or expired, upon the Forwarder's request the Carrier shall return the balance of payment to the Forwarder's current account after signing a reconciliation act within 3 (three) working days.

19. In case of a breach of one of the contractual provisions specified in sub-paragraph 1) of paragraph 7, paragraphs 9, 12 hereof, the Carrier shall have the right to suspend the fulfilment of obligations hereunder.

20. Should the Carrier suspend fulfilment of obligations hereunder, the Carrier shall notify the Forwarder thereof within twenty-four hours from the date of suspension.

21. The Forwarder shall eliminate breaches of the provisions specified in paragraph 19 hereof within 3 (three) working days from the date of receipt of the Carrier's written notification, whereby the Carrier shall resume fulfilment of the obligations hereunder from the date of elimination of the breaches.

Chapter 6. Force majeure circumstances

22. The Parties shall not be liable, envisaged hereunder, if the impossibility to fulfil the terms and conditions hereof has occurred due to force majeure circumstances, including

natural disasters, earthquakes, hurricanes, technological disasters, military actions, in case of terrorist threat declared by the authorised body, epidemics, adoption of acts of state bodies and so on, provided that they directly affect the possibility of fulfilling the terms and conditions hereof.

23. In case of force majeure circumstances, the term of fulfilment of obligations hereunder shall be postponed in proportion to the time within which such circumstances and their consequences are in force.

24. The Party referring to the circumstances envisaged by paragraph 22 hereof shall inform the other Party of their occurrence in writing and present supporting documents issued by the competent authority, organisation within 3 (three) working days from the date of occurrence of such circumstances.

25. After the termination of force majeure circumstances, the Party affected by the force majeure circumstances shall notify the Party of the termination of such circumstances within 3 (three) working days, stating the date by which the fulfilment of obligations hereunder is expected to be completed.

26. Should the force majeure circumstances last more than 3 (three) months, one of the Parties may refuse to fulfil the Agreement by notifying the other Party 20 (twenty) calendar days prior to the expected date of termination hereof, after which the Agreement shall be deemed terminated.

Chapter 7. Dispute resolution

27. All disputes and disagreements arising in the course of fulfilment of obligations hereunder shall be settled by negotiations between the Parties.

28. Disputes not settled by negotiations between the Parties shall be resolved by claim procedure within one month from the date of receipt of the claim.

29. Disputes not settled in the claim procedure shall be resolved in a judicial procedure.

Chapter 8: Other terms and conditions

30. All amendments and additions hereto shall be made in writing, executed by addendums signed by the authorised representatives of the Parties. The addendum shall bear the stamps of the Parties (if any).

31. All notices and messages shall be deemed to have been duly given by the Parties if they are delivered personally, by fax, telex, courier or electronic mail to the address of the other Party. In case of early termination hereof, the notice of termination shall be sent to the other Party by e-mail with notification of receipt, followed by sending the original of the notice by hand, courier mail with notification of receipt.

32. The Parties may agree on amendments and additions hereto within 20 (twenty) calendar days from the date of receipt of the respective notification.

33. Amendments and additions hereto, made in due form, shall form an integral part hereof.

34. The Agreement is made in 2 (two) copies, in the state and Russian languages, having equal legal force, 1 (one) copy for each of the Parties.

35. Contracts, addendums, invoices, protocols, acts transferred via facsimile communication or by e-mail shall be valid until their replacement by the originals.

Chapter 9. Term of effect and procedure for termination of the Agreement

36. The Agreement shall be effective from “ ____ ” _____ 20__ and shall remain in force until “ ____ ” _____ 20__.

37. The Agreement may be terminated ahead of schedule on the terms and conditions established by the current laws of the Republic of Kazakhstan.

38. The effect of the Agreement may be prolonged by agreement of the parties by means of conclusion of an addendum as an integral annex hereto, or conclusion of a new Agreement.

39. By agreement of the parties, the Agreement may be supplemented and/or amended by other terms not contradicting and not worsening the terms hereof and the legislation of the Republic of Kazakhstan.

40. Should there be any amendments to the current legislation of the Republic of Kazakhstan, adoption of regulatory legal acts changing the procedure and conditions of cargo carriage, the parties shall be obliged to bring this Agreement into compliance with the requirements of the said acts by making the necessary additions and amendments to the text hereof within thirty calendar days.

Chapter 10. Details of the Parties

Forwarder

Carrier

(full name of the legal entity /
surname, first name, patronymic (if any)
of the natural person)

(full name of the legal entity /
surname, first name, patronymic (if any)
of the natural person)

(legal address)

(legal address)

(contact number, fax)

(contact number, fax)

(business identification number /
individual identification number)

(business identification number /
individual identification number)

(bank identification code)

(bank identification code)

(individual identification code)

(individual identification code)

(bank name)

(bank name)

(surname, first name, patronymic (if any))

(surname, first name, patronymic (if any))

of the authorised representative)

of the authorised representative)

(signature) stamp here (if applicable)

(signature) stamp here (if applicable)

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