

**TERMS OF CARRIAGE:**

- **PAYMENT TERMS – 30 DAYS**
- **SEA CARRIAGE IS PERFORMED IN ACCORDANCE WITH CONDITIONS OF BILL OF LADING**
- **INTERNATIONAL CARRIAGE IS PERFORMED IN ACCORDANCE WITH SMGS CONVENTION**
- **TRANSPORT IN CONTAINERS IS PERFORMED UNDER THE TERMS «SAID TO CONTAIN»**
- **RATE QUOTATION IS NOT EQUAL TO BOOKING CONFIRMATION**
- **AVAILABILITY OF RENTED CONTAINERS IS SUBJECT TO PRELIMINARY CHECK PRIOR TO LOADING DATE**
- **EXPORT DECLARATION ISSUE IS NOT INCLUDED INTO RATE**
- **ISURANCE IS NOT INCLUDED INTO RATE. SILVIROM OÜ CAN OFFER INSURANCE UNDER THE RATE – 0,34% OF CARGO INVOICE VALUE**
- **SILVIROM OÜ CAN INSURE FREIGHT FORWARDERS RESPONSIBILITY PROVIDED THE CARGO VOLUMES ARE NOT LESS THAN 10 CONTAINERS PER MONTH**
- **LASHING OF CARGO IN CONTAINER IS NOT INCLUDED INTO THE RATE. THE COST OF LASHING CAN BE CALCULATED SEPARATELY UPON YOUR REQUEST**
- **DETENTION CHARGES FOR USE OF CONTAINERS AFTER FREE PERIOD UPON ARRIVAL IN DESTINATION STATION (CPT TERMS\*\*\*) WILL BE COLLECTED FROM BOOKING PARTY (this term is always mentioned in our rate offer)**
- **RATE OFFER IS NOT VALID FOR DANGEROUS CARGO, NON-FERROUS METAL AND EXISE CARGO**
- **STORAGE IN PORT OF LOADING / DISCHARGE NOT INCLUDED INTO RATE**
- **RATE OFFER IS NOT VALID IN CASE OF SIGNIFICANT FLUCTUATION OF CURRENCY EXCHANGE RATE OF USD, RUB, EUR, CHF**
- **RATE IS NOT VALID FOR TURKISH CARGO AND/OR CARGO PROHIBITED FOR ENTRANCE TO OR TRANSIT VIA RUSSIAN FEDERATION**
- **IF DIFFERENT IS NOT AGEED ADDITIONALLY CLIENT ACCEPTS THESE TERMS OF CARRIAGE FROM THE MOMENT OF PLACING THE BOOKING TO SILVIROM OÜ**
- **\*\*\*\* OUR RATE OFFER IS VALID UNDER THER TERMS CPT RW DESTINATION STATION WITHOUT SILVIROM OÜ INVOLVEMENT IN PAYMENT OF THE FOLLOWING DUES:**
  1. **Marshaling / shifting / delivery of the RW cars from the arrival RW station to warehouse of the consignee /agent of the consignee e.t.c.**
  2. **Payment to arrival station of all possible charges (railway cars detention , detention for the RW equipment , documentation, terminal handling, door delivery e.t.c. )**
  3. **All another charges which is not mentioned above mentioned points 1 and 2 (including customs clearance charges, documents e.t.c. )**

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**OTHER TERMS:**

THE COMPANY «SILVIROM» OÜ is NOT RESPONSIBLE FOR THE POSSIBLE STOPS ON THE ROUTE AND BORDER CROSSING POINTS CAUSED BY MISS OF FULL SET OF DOCUMENTS REQUIRED FOR TRANSPORT OF CARGO TO DESTINATION. PRIOR TO DISPATCHING THE CARGO CLIENT/ORDERING PARTY SHALL INSURE AVAILABILITY OF ALL NECESSARY DOCUMENTS TO ACCOMPANY THE CARGO (INVOICES, PACKING LISTS, VETERINARY CERTIFICATES, CERTIFICATES OF QUALITY, ORIGIN AND/OR ANALISYS, CERTIFICATE OF STATE REGISTARTION, PERMITS FOR IMPORT , EXPORT AND/OR TRANSIT AND OTHER DOCUMENTS REQUIRED FOR CARRIAGE OF PARTICULAR CARGO). FINAL SET OF DOCUMENTS REQUIRED FOR TRANSPORT TO DESTINATION IS FULL AND SOLE RESPONSIBILITY OF THE CLIENT/ORDERING PARTY ALL POSSIBLE CHARGES (STORAGE, INSPECTION, SHUNTING E.T.C.)IMPOSED BY THE CUSTOMS AUTHORITIES AND/OR RAILWAY ADMINISTRATION WILL BE RE-ISSUED TO CLIENT/ORDERING PARTY. IN CASE OS CUSTOMS INSPECTION IN ANY POINT OF THE ROUTE, THE COST AND CHRGES (DISCHARGE/LOADING, SCAN, STIVIDORING, MANOUEVERS, DEMURRAGE AND E.T.C) WILL BE RE-ISSUED TO CLIENT/ORDERING PARTY.

IN ACCORDANCE WITH RW RULES (SMGS ) UPON ARRIVAL OF CARGO ON DESTINATION STATION AND PRIOR TO COLLECT THE CARGO CONSIGNEE HAS TO ENSURE THE SEALS INSTALLED TO THE CARGO AND AMOUNT OF CARGO PIECES ON THE RAIL-CAR ARE EQUAL TO THOSE INDICATED IN TRANSPORT DOCUMENTS. IN CASE SEALS OR CARGO QUNTY ON THE RAIL-CAR ARE DIFFERENT TO THE SMGS DATA (IN GRAPHS SHIPPER SEALS AND/OR AMOUNT OF CARGO PIECES) CONSIGNEE HAS

TO INVESTIGATE SUCH DIFFERENCE WITH DESTINATION STATION AND IF NECESSARY ARRANGE DISCHARGE OF CARGO IN PRESENCE OF RAILWAY ADMINISTRATION, POLICE AND SURVEYOR. AN APPROPRIATE ACT MUST BE ISSUED UPON CARGO DISCHARGE. ALL INVOLVED PARTIES MUST SIGN IT. IN CASE OF CARGO SHORTAGE OR DAMAGE CONSIGNEE HAS RIGHT TO PRESENT A CLAIM FOR COMPENSATION TO DESTINATION STATION AND/OR INSURANCE COMPANY WITHOUT ACTION OF SILVIROM OÜ.

IF AN APPLICATION FOR RELOADING FROM CONTAINERS TO COVERED WAGONS IS RECEIVED, ALL RISKS OF DAMAGE AND / OR LOSS OF CARGO ASSOCIATED WITH THIS OPERATION AND FURTHER TRANSPORTATION IN COVERED WAGONS MUST BE INSURED WITHOUT THE PARTICIPATION OF SILVIROM OÜ. UPON DETECTION OF DAMAGE AND / OR SHORTAGE OF CARGO THAT ARRIVED AT THE DESTINATION STATION IN COVERED WAGONS, THE CLIENT / CONSIGNEE MUST PROVIDE AN APPROPRIATE TELEGRAM ABOUT THE PRESENCE OF DAMAGE AND / OR SHORTAGE FROM THE DESTINATION STATION. SILVIROM OÜ WILL TAKE PART IN DETERMINING THE PARTY RESPONSIBLE FOR DAMAGE AND / OR SHORTAGE OF CARGO ONLY IF THIS TELEGRAM IS AVAILABLE. THE SENDER ALSO UNDERTAKES TO CONDUCT AN INDEPENDENT SURVEYOR (SGS, Lloyd, e.t.c.) INSPECTION OF THE CONDITION OF THE CARGO WHEN LOADED INTO THE WAGON AT THE DEPARTURE STATION, WHICH CAN ALSO BE ORDERED BY THE CLIENT THROUGH SILVIROM OÜ, AS WELL AS AN INDEPENDENT SURVEYOR INSPECTION OF THE DAMAGE AND / OR SHORTAGE OF CARGO WHEN UNLOADING FROM THE WAGON AT THE DESTINATION STATION.

**THE COMPANY «SILVIROM» OÜ HAS NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THERMAL LOSS OR DAMAGE TO THE GOODS BY REASON OF NATURAL VARIATIONS IN ATMOSPHERIC TEMPERATURES DURING THE WINTER PERIOD, AND/OR CAUSED BY INADEQUATE PACKING AND/OR LASHING OF THE GOODS FOR CARRIAGE IN DRY-VAN CONTAINERS AND/OR INHERENT VICE OF THE GOODS. CLIENT WILL SOLVE ISSUES CONCERNING DAMAGE TO CARGO OCCURRED ON THE ROUTE FROM LOADING PLACE TO DESTINATION DIRECTLY WITH PARTY RESPONSIBLE FOR THIS DAMAGE AND WITH INVOLVEMENT OF COMPETENT AUTHORITIES, BUT WITHOUT COMPANY «SILVIROM» OÜ ACTION. THE COMPANY «SILVIROM» OÜ IS READY TO OFFER ONLY CONSULTING SERVICE IN ORDER TO SETTLE THE DAMAGE ISSUES. INSURANCE OF CARGO IS NOT INCLUDED INTO THE RATE.**

**RATE IS NOT VALID FOR CARGO UNDER GNG: 2201-2208(range), 2400, 25230000, 2617, 27090090, 27090010, 2712, 2713, 27149000, 2715, 2721-2749(range), 28, 29, 3300, 32121, 381121, 381129, 38170050, 38241000, 3922-3926(range), 4403, 4404, 4407-4413(range), 69041000, 6910-6914(range), 7013, 7106-7112(range), 7115, 72, 7202, 7204, 7301-7307(range), 74 (except 7401, 7418), 75(except 7501), 76(except 7615), 78, 79, 80, 81 (except 81052000), 8302, 83079, 8309, 8311, 85481, 7900, 8000, 8100 (except 81052), 8302, 83079, 8309, 8311, 85481, 8703, 9500.**