

Contract №

Kyiv, Ukraine

« » 2017

in the person of _____, acting under _____, legal entity established under legislation of _____, hereinafter referred to as "**The Customer**", on the one hand, and **Limited Liability Company "VITALSPECSERVICE"** in the person of **Director Tetiana Khyzhniak**, acting under the Charter, legal entity established under legislation of Ukraine, hereinafter referred to as "**The Forwarding Agent**", on the other hand, jointly referred to as "Parties", separately - as "Party", have concluded the present Contract about the following:

1. The Subject matter of the Contract

1.1. Under the conditions of the Contract the Customer requests and provides cargo for the carriage, and the Forwarding Agent agrees to provide freight-forwarding services, and to organize transportation of cargo by road transport in the domestic and international trucking in accordance with the conditions of the Contract and Customer's Applications, and the Customer is obliged to pay agreed by the Parties cost of services.

1.2. Application is the integral part of the Contract, which fixes the essential conditions of each specific carriage, namely:

1.2.1. product name, quantity (weight) and packaging of cargo, its specific characteristics;

1.2.2. name and address of consignors and consignees, the points of departure and destination of the cargo;

1.2.3. Date and time of loading and unloading or the term of carriage;

1.2.4. the cost of services;

1.2.5. other requirements for the carriage of cargo.

1.3. Relationship of the Parties under the Contract are governed by the provisions of the Convention on the Contract for International Carriage of Cargo by Road, 1956, The Customs Convention on the International Transport of Cargo under Cover of TIR Carnets (TIR Convention), the European Agreement concerning the International Carriage of Dangerous Cargo by Road, 1957., The Civil and Commercial Codes of Ukraine, other legislative acts of Ukraine.

2. Obligations of the Parties

2.1. The Customer is obliged to:

2.1.1. Execute a written Application for the carriage indicating information set in paragraph 1.2. of the Contract.

2.1.2. Pay the agreed cost of services timely and fully, in defined by the Application amount and terms.

2.1.3. Notify the Forwarding Agent of the need to transport cargo not later than 72 (seventy two) hours prior to carriage. Notification shall be effected by providing the Forwarding Agent with Application by facsimile, which shall include all necessary for carriage information. Application, accepted by the Forwarding Agent must be confirmed by the authorized person's signature, attested by the official seal of the company and transferred to the Customer by fax no later than 12 (twelve) hours prior to the carriage.

2.1.4. After making an agreement about the terms of the Application, the Customer shall immediately send it in original at the address of the Forwarding Agent, confirmed by the authorized person's signature and attested by the official seal of the company.

2.1.5. The Customer is obliged to coordinate the movement of the transport and to provide the Forwarding Agent with advice and guidance about the order and sequence of actions if any unforeseen circumstances happen during the trucking of cargo.

2.1.6. Provide preparation of shipping documents (international consignment bill (CMR) and other shipping documents (certificates, conclusions etc.) required for the international carriage of cargo.

2.1.7. Conduct loading of the vehicle in a manner that does not preclude the customs control, ensures the safety of cargo during the carriage, safe driving and maneuvering the vehicle.

2.1.8. Conduct loading the vehicle according to total weight limit for cargo and load per axle of the vehicle, stated on the territory countries, across which the carriage is executed. The Customer shall compensate the damages caused by failure or improper performance of this duty.

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2.1.9. The Customer is obligated to make the proper packing, loading, securing and stowage of the cargo in the vehicle.

2.1.10. The Customer is obliged to arrange loading so that a complete and properly carried out loading and customs registration is completed no later than 48 hours after delivery of the vehicle of the Forwarding Agent to the location of the consignor of the cargo.

2.1.11. The Customer is obliged to arrange unloading of cargo so that a complete and properly carried out unloading and customs clearance is completed no later than 24 hours after the arrival of the Forwarding Agent to the location of the customs place.

2.2. The Forwarding Agent is obliged to:

2.2.1. Send to the Customer an "Order for the carriage", indicating the number of drivers, their passport data, the number of vehicles, their license plate number after making an agreement about the terms of the particular carriage of cargo. "Order for the carriage" is confirmed by the stamp of Forwarding Agent.

2.2.2. Provide delivery of the vehicle for loading according to the agreed by the Parties in the Application term, and in condition suitable for tracking of entrusted cargo (according to the sanitary, technical, hygienic and other requirements), according to the requirements of the Application, type of cargo, as well as the norms of the legislation of Ukraine and countries of transit.

2.2.3 Accept cargo according to the quantity, and in case of damage of the cargo (deformed, wetted, torn, broken units of loading), as well as in case of improper mounting, packing, loading into the vehicle, make in all parts of an international consignment bill (CMR) in column 18 prior to carriage and to bring these facts into attention of the Customer. If possible, require the Customer to give a written or documentary evidence of presence of the above injuries or disorders.

2.2.4. Driver of the Forwarding Agent is obliged to check the accuracy of notes made by the Customer in the international consignment bill (CMR) and the apparent condition of cargo, its packaging, packing while accepting cargo.

2.2.5. In case the driver of the Forwarding Agent has no reasonable opportunity to check accuracy of notes made by the Customer in the international consignment bill (CMR) and the apparent condition of cargo, its packaging, packing, the driver of the Forwarding Agent is obliged to note about it in the international consignment bill (CMR) as reasonable warning and attest it with his signature.

2.3. The Parties are obliged:

2.3.1. In case of change of account details, registered address, name, legal form, etc. to notify the other Party no later than 10 calendar days from the moment of such changes.

2.3.2. To perform properly their obligations under the Contract.

2.3.3. To inform each other about all circumstances that endanger or make impossible performing of obligations under the Contract and to agree measures for eliminating them.

2.3.4 In case of changes or modifications of the Application's conditions the Parties are obliged to agree them by noting in the Application - "changes/modifications are agreed", and attest it with signatures and seals of the Parties.

2.3.5. The Parties are obliged to sign Acceptance Act for Services Rendered after proper provision of services under the Application.

In the Acceptance Act for Services Rendered shall be fixed the date of signing of the act, number and date of the application according to which the services were provided, signatures of authorized persons of the Parties and the seals of the Parties. Date of signing of Acceptance Act for Services Rendered is considered the date of proper and full provision of services.

3. Procedure of Payments

3.1. Prices for services and payment terms are agreed by the Parties in the Applications and indicated in the Forwarding Agent's invoices.

3.2. The calculations under the Contract are carried out in non-cash form by transferring costs from the Customer's account to the Forwarding Agent's account, during five business days after the Customer receives Forwarding Agent's invoice, if other doesn't follow from the Application.

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3.3 Payment currency under the Contract is EURO (EUR).

3.4. The day of transferring costs to the Forwarding Agent's account is considered the day of the payment.

3.5. Expenditure on transferring costs shall be played by the Customer.

3.6. The specified in the Application cost of services includes the cost of transport services of carrier and commission of the Forwarding Agent for arranging transportation.

3.7. Transferred to the account of the Forwarding Agent by the Customer costs as the cost of transport services of the carrier are transit costs. These costs are transferred the carrier by the Forwarding Agent in accordance with the agreed terms between them.

4. Responsibility of the Parties

4.1. In case the Customer refuses of ordered carriage, he compensates the Forwarding Agent costs for empty mileage of the vehicle, proved by speedometer data, based on the cost: 1.3 EUR per one kilometer in Ukraine and 1.6 EUR per one kilometer of the territory of other states, and also pays the 10% (ten per cent) penalty of the cost of services.

4.2. The Forwarding Agent is responsible for the integrity of cargo in accordance with the Convention on the Contract for International Carriage of Cargo by Road, 1956, the Charter of Road Transport of Ukraine and laws of Ukraine.

4.3. In case of idle periods of the vehicle while loading/unloading or at customs due to improper documents, the Customer shall pay an additional penalty in the amount of:

- 100 (hundred) EUR on the territory of Ukraine and 100 (hundred) EUR on the territory of other states for every idle period per day, including days-off and holidays, for vehicles with carrying capacity up to 8.5 tons, if the vehicle has received 36 hours prior to such;

- 100 (hundred) EUR on the territory of Ukraine and 150 (one hundred fifty) EUR on the territory of other states for every idle period per day, including days-off and holidays, for vehicles with carrying capacity over 8.5 tons, if the vehicle has received 36 hours prior to such.

4.4. In case of a delay in payment the Customer shall pay the Forwarding Agent double discount rate of National Bank of Ukraine as a penalty for each day of delay.

4.5. The Customer shall compensate the Forwarding Agent the cost of repairing the vehicle or the cost of the vehicle if the vehicles not repairable, when the vehicle was destroyed as a result of improper loading/unloading, placing, fixation of cargo, due to the properties of dangerous cargo for which the Forwarding Agent had not been warned and instructed by the Customer.

4.6. The Customer is fully material liable to the Forwarding Agent for any damages that may be caused by the absence, failure, incorrectness or fake of shipping documents.

4.7. In the case one Party lays performance of obligations under the Contract on a third party, the responsibility for any failure or improper performing of obligations by such third party lays on the Party of the Contract.

5. Force-majeure

5.1. The Parties shall be released from responsibility for partial or full default of the Contract, if it is consequence of next force-majeure: fire, flood, wars, earthquakes, epidemics and other natural forces.

5.2. The Party under action of the force-majeure circumstance must notify thereof the other Parties within 1 (one) day from the moment of occurrence of the force-majeure circumstance. Untimely, more than 2 days, notice of the beginning of force-majeure deprives Parties of the right to refer to them in future.

5.3. Proper proof of the above circumstances and their duration may be a certificate issued by the competent authority of the Customer and/or Forwarding Agent.

5.4. If the force-majeure lasts longer than six months, each Party has the right to refuse further performance under the Contract, and the other party loses the right to require the other party for compensation of losses.

6. Claims and debates

6.1. All disputes which may arise out or in connection with the Contract shall be settled by means of

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negotiations between the Parties.

6.2. If the Parties cannot come to the agreement, then such a dispute can be settled in the court according to the laws of Ukraine.

7. Term of the Contract

7.1. The Contract shall become valid after signing it by the Parties and shall be valid up to "31" December 2017. If none of the Parties for 2 days term before expiration of its validity will not warn the other Party about dissolution of the Contract, it shall be extended for the next calendar year on the same conditions

7.2. All amendments and addenda to the Contract should be considered valid when they are done in the written form, signed and sealed by the Parties.

7.3. Expiration of the Contract does not relieve the Parties from liability for its breach, which occurred during the term of the Contract.

7.4. Unless other is expressly provided in the Contract or the legislation of Ukraine, the Contract may be terminated only by agreement of the Parties, and issued as addenda to the Contract.

8. Other Clauses

8.1. All coordination, negotiations and correspondence between the Parties on the issues set up in the Contract become invalid after the moment of signing the Contract.

9. Legal Addresses and Accounts of the Parties

The Customer

The Forwarding Agent

Limited Liability Company "VITALSPECSERVICE "

Legal address : 03061, Ukraine, Kyiv,
pr. Vidradny, 95G of. 414

Actual address: 03061, Ukraine, Kyiv,
pr. Vidradny, 95G of. 414

Clearing account :

26005220353422 - € EUR

Bank of beneficiary: JSC "ProCredit Bank",
Kyiv, Ukraine,

SWIFT/BIC code MIFCUAUK

Tel. +38(044)223-02-93

+48(22)100-61-19

E-mail: info@transwest.eu

Director

Khyzhniak Tetiana _____

The Customer/ Заказчик _____

The Forwarding Agent/Экспедитор _____