**Contract N \_\_\_**

Regarding the Organization of international Road Carriage of Goods

**Yerevan \_\_\_,\_\_\_\_,\_\_\_**

“Biayna Trans” LLC hereinafter referred to as “The Carrier”, personally represented by director A. KIrakosian, from one side and “Universal Chemicals” LLC, hereinafter referred to as “ The Customer”, personally represented by the Operating Manager Tim Jacobs, acting according to the Statutes, from the second part, hereinafter together referred to as “Parties”, have agreed about the following:

1. **The subject of the Contract**
   1. The subject of the Contract is the order of mutual relations, arising between the Parties at planning, organization, fulfillment and payment for international road cargoes transports.
   2. Terms of each actual cargo transportation are agreed by the Parties in transport enquiry, which is to be forwarded by The Customer to the Carrier via fax, e-mail or by other way and is considered as the integral part of the present Contract.
   3. Within the framework of execution of the obligations following from the present Contract, the Parties are acting on their own behalf.
   4. Attract third persons for execution of their obligations, mentioned in item 3.2 of the present Contract and in the transportation order (application) for cargo transportation.
2. **General agreements**
   1. At execution of the obligation the Parties are led by provisions of the present Contract, The Customs Convention on the international Transport of Goods under Cover of TIR Cornets, The Convention on the Contract for the international Carriage of Goods by Road (CMR) (further referred to as- Convention CMR), the European Agreement concerning the international Carriage of Dangerous Goods (ADR), legislation of Republic of Belorus.
3. **Undertaking of parties**
   1. The Customer is obliged to:
      1. Forward the enquiry for international road cargo transportation in item not later then 3 days before the date of submission of the vehicle. The enquiry should be made on official company form, and contain the following authentic date: address, bank details of the customer, name/middle name of the responsible staff member of the Customer; parameters of the cargo (kind of the cargo, quantity of loading places, weight of cargo, kind of package);type and necessary quantity of shipping date; term of delivery of the cargo; date about consigner and consignee (name, full address); full addresses of places of loading / unloading and realization o customs formalities, date on contract persons and phone numbers; freight rate; term and conditions of payment for transportation; special conditions concerning transportation of concrete cargo.
      2. Provide duly (before the day of submission of the vehicle) preparation and presentation for transportation of cargoes in appropriate and serviceable container and packing, which conforms to the kind of cargo and protects cargo and vehicle from any damages arising during the transportation and re-loading.
      3. Provide marking and sealing of a cargo according to the established state norms and standards.
      4. Provide loading of vehicles of the Carrier by a cargo with weight no more than agreed in the transport enquiry. In case of necessity of loading of a cargo with weight more than it is stipulated in the transport enquiry, the Customer is obliged to receive the permission of the Carrier.
      5. Provide duly and appropriate registration, in order established, the traveling sheets, transport reports, Carnet TIR and commodity- transport documents (with the appendix of necessary and sufficient documents) with indication of the actual arrival and departure time of the vehicle to/from places of loading and unloading , and the customs documentation, guaranteeing unobstructed passing throught borders of the states during the cargo transportation, to pay thus all payments connected to official registration of papers; to bear responsibility for completeness, reliability and correctness of the data specified in documents.
      6. Duly carry out by own forces and means, with fulfillment of requirement of the safety precautions and maintenance of safety of cargoes and vehicles, the loading on vehicles and unloading from vehicles of cargoes in the own warehouses; in cases of necessity of making unloading/loading through the top of the truck to perform removal of an awning and closing of an awning;
      7. Not allow demurrage of vehicles of the Carrier and to perform loading/unloading and customs procedures within one working day during the day of submission or a vehicle under loading or unloading.
      8. Immediately inform the Carrier about all the changes of mute of transportation, conditions of transportation, and also loading and unloading schedules.
      9. If necessary, on the basis of oral or written request of the Carrier, the Customer makes advance payment for the concrete transportation of cargoes terms the necessary portfolio of all documents confirming the claim.
   2. **The Carrier is obliged to:**
      1. Carry out international road cargoes transports under the order and enquiries of the Customer, giving a required rolling stock.
      2. Duly submit for loading vehicles in condition, suitable for transportation of the given kind of cargo and conforming to sanitary and other requirements.
      3. Give at place of loading the traveling sheet certified by the stamp of the Carrier which together with the document presented by driver and certifying the personality , is the basis for acceptance of a cargo for transportation.
      4. Insure the responsibility of the Carrier in international cargoes transportation (CMR- insurance)
      5. Provide the drivers with documents properly made out (visas, medical insurance, commodity- transport waybills, Carnet-TIR, permissions for movement on foreign territory, and also documents necessary for transportation of dangerous cargoes according to international rules and norms for unobstructed performance of transportations on territory of the countries of route:
      6. At an opportunity make sure of conformity of the actual data regarding the cargo to the data specified in commodity- transport documents and also to check an external visual condition of the cargo and packing, quantity of cargo packages, marking of the goods, in case of impossibility to perform the given actions for the objective reasons (rejection of the start of loading, impossibility to determine quantity and assortment of the goods inside packing, presence of the big number of loading places etc.) make the appropriate clause in column 18 of CMR.
      7. Inform the Customer about compelled delays of lorry convoys during the way, failures and other unforeseen circumstances interfering duly delivery of a cargo
      8. Inform the Customer about delection at place of loading, place of weight control or on the border, facts of overloading of vehicle (more, than it is specified in enquiry, or over the established norms of the states of departure/transit/destination of a cargo), and also the facts of readdressing of vehicles.
      9. Inform the Customer about demurrage of vehicles under loading. Unloading and customs procedures before the termination time of the deadlines stipulatated by the present Contract for these operations.
      10. Take up responsibility for safety of cargoes transported according to the present Contract during the way of transportation.
      11. Deliver the cargo entrusted by the Customer to the place of destination and to hand it over to a person authorized for acceptance of the cargo (consignee), specified in the CMR.
      12. Not disclose a commercial secret or the Customer.
4. **Payment for transportation**
   1. Payments for transportation of cargoes for the routes agreed are made according the agreed rates stipulated in the transport enquiry.
   2. Currency of payment- US dollar
   3. Payments are made by bank transferals for the settlement accounts of the Parties.
   4. Payment can be made by means of advance payment, in case of making of advance payment in foreign currency to the Carrier for covering of the charges connected to transportation of cargoes, the sum of advance payment for services of the Carrier of transportation which was made with partial advance payment.
   5. Bank charges regarding money transferal are paid by the Party carrying out payment.
   6. Payment for services of the Carrier, penal sanctions, additional delivery charges are made by the Customer in term op to 5 days after reception by the Customer of the account and CMR, and also onoccasion of other documents confirming payment for overloading, other charges of the Carrier. The Carrier sends original of documents after the transportation termination.
5. **Responsibility of the Parties**
   1. Parties bear responsibility for default and inadequate execution of the obligations following from the present Contract.
   2. The Carrier bears the responsibility for the damage caused by loss of or damage to a cargo if the circumstances which have caused this loss or damage occurred during a presence of a cargo in his conducting according to convention CMR.
   3. The Carrier does not bear responsibility for internal shortage of contents of packages in serviceable container.
   4. For delay in time of loading/customs clearance or unloading/ customs clearance written in p. 3.1.7. for the term more than 1 working day the Customer pays to the Carrier penalty of 100 USD for each begun day of delay.
   5. IN case of non-presenting the right quantity of transportations stipulated by the contract the Carrier has right for compensation of the suffered losses by the Customer (real damage and the missed benefit)
   6. The Parties are released fro the responsibility for partial or full default in fulfillment of obligations under the present Contract if it was the consequence under the present Contract if it was the consequence of force majeure, namely, fire, flooding, earthquake and also shakes, national excitements, military actions.
6. **Order of disputes consideration**
   1. The Parties will take measures for achieving friendly way of resolving of all disputes and disagreement which may arise from the present Contract.
   2. The Order and terms of presentation of claims following from the Contract of cargo transportation is defined by Convention CMR.
   3. The term of considering the claims by the party of the contract is 15 days.
7. **Other conditions**
   1. The present agreement inures from the moment of signing and operates till 31.12.2008.
   2. If non of the Parties in term of 30 days prior to contract term expiration has informed the other Party in writing about cancellation of the Contract, the term of its operation will be prolonged automatically for each next year.
   3. Each of the Parties preschedully may terminate the present Contract, having informed the other Party in writing 30 days prior to actual date of cancellation. The basis of cancellation of the contract is failure of other Party to fulfill obligations taken on.
   4. All amendments to end alterations of the present Contract of both Parties, and should be made in writing and signed by persons authorized.
   5. All appendices /additions to the present Contract are considered to be as integral part
   6. The Parties recognize the validity of documents signes by means of facsimile connection

**Legal addresses and bank details of the Parties.**

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| **The Carrier** |  | **The Customer** |
| **“Biayna Trans” LLC**  Factual address : RA, 0005, Yerevan, Tigran Mets 65  Tax Code: 02252255  Tax service: Shengavit  Certificate number: 03А209753  Registration number: 269.110.59753  Tel: + (374 10) 54 78 70, 54 78 80  E-mail: [biaynatrans@inbox.ru](mailto:biaynatrans@inbox.ru)  URL: www. cargoarmenia.am  Acting according to the Statute  Activity - International cargo transport service  Benef. Bank.: “ARARATBANK” OJSC  Swift: ARMCAM22  Benef.Acc. USD 1510017307050101  Correspondent Bank: DEUTSCHE BANK TRUST COMPANY AMERICAS, NEW YORK, NY US  Corr. Acc. 04453517  Swift: BKTRUS33  Correspondent Bank: Standard Chartered Bank  Corr. Acc. 3582023571001  Swift: SCBLUS33  Benef.Acc. EUR 1510017307050149  Correspondent Bank: Commerzbank AG, Frankfurt am Main  Corr. Acc. 400886704600  Swift: COBADEFF  Correspondent Bank: RAIFFEISEN ZENTRALBANK OESTERREICH AG, Vienna  Corr. Acc. 000-55.076.558  Swift: RZBAATWW  Benef.Acc. RUR 1510017307050158  Correspondent Bank: JSC VTB Bank, Moscow  БИК: 044525187  к/с 30111810355550000060  Corr. Acc.: 30231810700000000187  ИНН: 7702070139  Swift: VTBRRUMM  **Director: A. Kirakosyan** | **\_\_\_\_\_ LLC** |