

Contract No. _____
For the rendering of courier and freight forwarding services

Almaty

_____ 20____

EKS Courier LLP, a courier and freight forwarding services company in the Republic of Kazakhstan, hereinafter referred to as the Contractor, in the person of the Director Baybaturov Daniyar Tokenovich, acting on the basis of the Statute, on the one hand, and

_____, hereinafter referred to as the "Client" in the person of _____ acting on the basis of _____, on the other hand,

hereinafter called the Parties have concluded the present Contract as follows:

1. SUBJECT OF THE CONTRACT

1.1. The client orders, and the Contractor undertakes, on a fee basis, to provide services for receiving, transporting and delivering correspondence, packages and cargo (hereinafter "shipments") on the territory of the Republic of Kazakhstan and all over the world.

1.2. The Client undertakes to pay for Contractor's services in the manner and on the conditions provided in this contract.

1.3. The Contractor provides the following services under this Contract (hereinafter - "Services"):

1.3.1. searching for a carrier on behalf of the Client;

1.3.2. the contract conclusion for transportation (on its own behalf);

1.3.3. processing or obtaining of the necessary documents for transportation;

1.3.4. organization of customs formalities (Appendix No. 1, p.11);

1.3.5. loading and unloading operations up to 30 kg;

1.3.6. calculation and execution of given Shipment prior to packaging;

1.3.7. storage of correspondence and cargo up to 30 kg;

1.3.8. Delivery of shipments "door to door" up to 30 kg;

1.3.9. other additional services related to the shipments delivery (Appendix No. 1, p. 5)

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. Rights and obligations of the Contractor:

2.1.1. To organize the transportation of the Customer's shipments in the directions specified in invoices, in terms and tariffs according to Appendix No. 1 to this Contract.

2.1.2. To accept the Client's applications from 9AM till 6 PM, if the application will be accepted after 3 PM, it is register on the next working day or agree by mutual consent.

2.1.3. to send a courier at no charge, upon the Customer's call, to the specified address and by the time, specified by the Customer. If time is not specified, then the contractor send the courier within working day from 9AM till 6PM, except weekends and holidays.

2.1.4. To ensure the mail delivery to the recipient at the addresses specified by the Client on a "door-to-door" basis:

-to the address of legal entities: in reception, office, or in another department of the addressee,

- to the address of individuals: to the addressee or adult members of the addressee's family at the specified address.

2.1.5. To provide information on the delivery of shipments to provincial centers of the Republic of Kazakhstan, and also to international shipments by Customer's request by phone or e-mail, as well as other information provided by the Contractor's service.

2.1.6. To inform the Client about any deficiencies found by the Contractor, to make an additional request in case of inaccurate or incorrectly specified address, missing recipient and re-deliver.

2.1.7. To ensure the confidentiality and safety of shipments in the form in which they were received from the Client.

2.1.8. To inform the Client in a timely manner in case of shipments delay due to unforeseen circumstances.

2.1.9. To provide information on customs procedures for international shipments.

2.1.10. the Contractor reserves the right to change the services' tariffs during the term of this contract with a preliminary (15 days) notice of Client about upcoming changes.

2.1.11. the Contractor has the right to withhold shipments until the complete liquidation of overdue receivables by the Client for the Services rendered.

2.1.12. the Contractor has the right to pass the shipments to security officers or to drop them into a special shipments box if delivery is not possible due to the limited access control in the building of the addressee, having previously agreed with the Client.

2.1.13. the Contractor has the right to refuse to send shipments, which in their properties, if weight and dimensional parameters do not meet the requirements of the Contractor.

2.1.14. the Contractor has the right, if necessary, to attract third parties for the execution of works.

2.2. Rights and obligations of the Client:

2.2.1. to submit the application In due time and invite the courier to send the shipments by phone or by e-mail.

2.2.2. to provide access of the Contractor's employees to the Client territory for receiving and delivering of Shipments.

2.2.3. to timely prepare shipments before Contractor's employees arrival.

2.2.4. to Independently fill in the invoices used by the Contractor, namely:

- indicates full name and the sender's phone;

- indicates the exact address of the recipient (zip code, country, region, city, full company name, full name, phone number.

Courier waiting time - 20 minutes.

Waiting for a courier for more than 30 minutes will be considered a false call;

- fills in Russian - RoK and CIS;

- fills in English - foreign countries;

- makes notes about additional services

2.2.5. To keep one copy of the bill of lading issued for the shipments, upon receipt and sending. to issue the duplicate on request (Appendix No. 1, p. 5).

2.2.6. In case the recipient refuses to receive the shipments or in case of absence of recipient, the Client undertakes to pay the Contractor's expenses for return of the shipments

2.2.7. In case of indirect addressing of the Shipments at the request of the Client, the Client is obliged to provide a letter with indicating a new address.

2.2.8. to prevent falling of dangerous and prohibited items among shipments by the legislation of the Republic of Kazakhstan .

2.2.9. Timely pay for the services of the Contractor in accordance with Chapter 3 of this Contract. when shipments delivery have the mark "payment by the recipient", in the case of default of payment by recipient, he undertakes to pay all costs of the Contractor.

2.2.10. to sign and send one copy of the Work Acceptance Request , the Act of verification of the Contractor within 3 working days.

2.2.11. To make timely registration of the necessary documents for international shipments in accordance with the requirements of the customs legislation and ensure the customs clearance.

2.2.12. To deliver parcels and cargo in packaged form with the obligatory indication of the contents in the bill of lading or inventory of attachments. Packaging must comply with the nature of the attachment, the conditions of shipments and the transportation duration. If the external examination will show shortcomings, which cause concerns for the safety of shipments, the Contractor shall notify the Client and, upon request, may make packaging or repacking independently (Appendix No. 1, p. 5)

2.2.13. to notify the Contractor in written form about the change of address or location, banking or other details, not later than 3 calendar days from the date of replacement.

2.2.14. to provide copies of documents at the request of the Contractor confirming the legal status of the company and the document granting the right signatures of this contract.

3. TERMS OF PAYMENT

3.1. The client pays for the Contractor's services in the form of a 100% advance payment per month on the 1st day of the service provision month. Prepayment amount is determined on the basis of the estimated average volume of services rendered per month. The parties make the reconciliation protocol on a monthly basis on the 1st day of the month following the month of services provision.

3.1.1. The amount of overpayment under the Reconciliation protocol is counted in payment for future services.

3.1.2. The amount of debt under the Reconciliation protocol must be repaid by the client within 3 banking days from the date of receipt of the reconciliation protocol. If the Client's debt to the Contractor will be more than 10 days, the Client pays for the following services only for cash;

3.2. The invoice is issued once a month (the last calendar day of the month) according to the tariffs and rates specified in Appendix 1 hereto, which is its integral part. For the services rendered by the Contractor, the Work Acceptance Request are drawn up in two copies and sent for the signature of the client. Within three working days from the moment of receipt, the Client is obliged to sign the Work Acceptance Request , to stamp, to send the Contractor one of the Acts. If within the specified period the Work Acceptance Request would not be signed, and the Client would not send the motivated refusal, these services would be considered completed and payable.

3.3. In case of breach of contract clause 2.2.13 by the Client, duplicates of accounting documents with modified data are provided by Contractor on a paid basis in the amount of 500KZT for 1 document.

3.5. Services provided by the Contractor under this Contract for international shipments are subject to value added tax (hereinafter - VAT) at a zero rate.

3.6. Other services provided by the Contractor, not noted in this contract, or work requiring additional specifications are paid by the client by mutual consent.

4. RESPONSIBILITY OF THE PARTIES

4.1. The Contractor is obliged to ensure the safety of the transported Shipments from the moment it is received from the Client until it is issued to the recipient and responsible for the following cases:

4.1.1. In case of complete loss and full damage of the Shipments without declared value:

- correspondence - at double rate of the tariff payment;

- parcels (cargo) up to 100 kg - equal to the cost of actual damage of shipments, but not more than 10,000 (ten thousand) KZT, including shipping charges for shipments,

- parcels (cargo) over 100 kg - equal to the cost of actual damage of shipments, but not more than 100,000 (one hundred thousand) KZT, including tariff for the delivery of the Shipments;

4.1.2. In the event of complete loss or damage of the Parcel with the declared value equal to the sum of the declared value by deducting the unconditional franchise;

4.1.3. In case of total loss or damage of the shipments part with the declared value and list of enclosures - equal to the part of declared value of loss or damaged part of the enclosures by deduction the unconditional franchise, while the declared value specified in the list of enclosures must correspond to the declared value specified in the documents drawn up when receiving the shipment from the Client;

4.1.4. In the event of total loss or damage of the shipment part with the declared value without list of enclosures - equal to the part of declared value determined in proportion to the mass of lost or damaged part of shipments to the mass of the entire shipments(net) by deduction the unconditional franchise, regardless of the actual value of lost or damaged part of the Shipments.

4.2. In case of the shipments are evaluated as "valuable", the Customer declares the cost of shipments, by entering this value into the invoice in column "declared value". In this case, the Client pays the Contractor an additional insurance fee in the amount of 1% of the declared values of shipments plus VAT.

4.3. the Client Has the right to insure the cargo against all types of risk by contacting the insurance company at its discretion. In this case The responsibility lies with the insurance company.

4.4. For violation of the delivery time due to the Contractor's fault - the Sender is entitled to charge a penalty in the amount of 0.1% of the tariff paid by the Sender for every business day of delay, but not more than the established tariff for this shipment.

4.5. The Contractor has the right to demand the compensation for losses from the Client, caused by an unreasonable refusal to pay or late payment of invoices issued by the Contractor in the amount of 0.1% of the total amount of debt for each calendar day delay, but not more than 10% of the total debt.

4.6. In the event of incurring of Client's debt to the Contractor, the Contractor shall be entitled to notify the Client and delay the shipments until full repayment would be paid by the Client of the amount of debt, herewith the paragraph 4.3. for violation of the delivery time of shipments is not valid.

4.7. The Contractor is not responsible for the contents of the Shipments:

4.7.1. with the package continuity received from the sender;

4.7.2. if the fact of loss, damage to the Shipments (attachment or part of the attachment) was established after the recipient has accepted the Shipments against signature;

4.7.3 if at the time of delivery the package of the shipments was broken, an act was not drawn up with the representative of the Contractor;

4.8. The Contractor is not responsible:

4.8.1. for decisions taken by government agencies (customs, checkpoints, and other law enforcement services) when opening and verification of shipments presented for inspection.

4.8.2. Due to the late delivery because of incorrectly indicated recipient address.

4.9. The client is responsible for the safety of the shipment contents and the quality of the package to hazards protect during transportation, except cases when the packaging was made by the Contractor, and pays a penalty in the amount of 20 000 KZT for each enclosure, in the following cases:

4.9.1. if the enclosure involved in the list of items and substances prohibited for transportation by the Legislation of the Republic of Kazakhstan: weapons, explosive, easily flammable, poisonous, radioactive, narcotic substances, etc .;

4.9.2. if other shipments suffered due to the improper packaging of the item during transportation.

4.10. the consequential damages, including lost profits of the Parties, are not compensated.

4.11. The parties are exempt from liability for partial or complete non-fulfillment of obligations under this contract, if this non-fulfillment was the result of force majeure circumstances which the participant could neither foresee nor prevent by reasonable measures (force majeure), and also because of the cancellation of flight, not loading the cargo due to the limiting weight or other unforeseen circumstances.

4.12. The party that has violated its obligations under the contract must immediately eliminate these violations.

4.13. Payment of the forfeit (fine, penalty) does not relieve the parties from fulfilling their obligations under this contract.

5. COMPLAINTS AND SETTLEMENT OF DISPUTES

5.1. All disputes and disagreements arising between the parties in the process of obligations fulfillment under this contract are resolved by negotiation.

5.2. If the parties do not reach agreement, disputes are resolved in the manner established by the legislation of the Republic of Kazakhstan.

6. FINAL PROVISIONS

6.1. This contract comes into force from the moment of its signing by both parties and is valid until December 31, 2018.

6.2. The execution of this contract will be considered complete after the fulfillment of mutual obligations and the payment settlement between both sides.

6.3. If none of the parties informs the other party in written form about the termination of contract 30 days before the expiration of this contract, this contract will be considered prolonged for the next calendar year.

6.4. All changes and additions to this contract are valid only if they are made in written form, signed and stamped by the authorized representatives of the parties.

6.5. All appendices and additions to this contract are its integral part.

6.6. This contract is made in two copies in Russian, having the same legal force, one copy for each of the Parties.

6.7. This contract on the provision of courier and freight forwarding services No. ____ dated ____ 2018, drawn up on 3 pages, this page is last.

7. LEGAL ADDRESSES AND REQUISITES OF THE PARTIES

the Contractor:

EKS Courier LLP

Republic of Kazakhstan, 050000, Almaty

Gagarin street, 236 B, office 402, floor 4,

phone number/fax: +7 (727) 339 03 69 ex. 1101, +7 747 016 35 91.

e-mail: info@eks.com.kz web-site: www.eks.com.kz

BIN: 181040032005

a/c: KZ188562203105526921 Bank CenterCredit JSC

Almaty

BIC: KCJBKZKX

Director

Baybaturov D. T

(stamp)

the Client:

Legal address: _____

Postal address: _____

Phone number: _____, fax : _____

e-mail : to receive the invoices copies by e-mail _____

BIN : _____

Bank details:

Director

(stamp)

