#### Contract № <u>000</u> Cargo transportation by international communication

Yerevan

27.08.2023.

'PAD' LLC (trademark: Cargo Express), (hereinafter reffered to as ''Expeditor'' or ''Carrier'') address RA, Taperakan village, Spandaryan 12, represented by director Artur Habeshyan, who acts on the basis of the company's charter and physical person <u>Full Name</u>, address <u>Address</u> (hereinafter reffered to as ''Customer'') represented by <u>Full Name</u> have concluded an international transport supply contract (hereinafter referred to as the Contract) on the following:

# 1. Subject-matter of the Contract

1.1. Under the Contract, the Carrier undertakes to deliver the cargo entrusted to him under the Customer's Application-Order to the designated place and hand it over to the person authorised to receive the cargo (the consignee), and the Customer undertakes to pay the established fee for the cargo carriage.
1.2. The Carrier shall acknowledge the application submitted by the Customer by e-mail, supplement it with additional requirements submitted by him or send an objection within 1 (one) day of its receipt. If the Application-Order is not approved or an objection is not submitted within the period specified in this paragraph, the Application-Order shall be deemed to have been accepted and the Transporter shall perform the transport under the conditions set out in the Application-Order. The Application-Order includes information on the name of a specific cargo, the route, as well as other issues not regulated by the Contract.

1.3. The place of destination under this Contract, hereinafter referred to as the 'Place', is the place specified by the Customer, which is fixed in the Application-Order attached to this Contract, and in other shipping documents for this consignment.

1.4. The person authorized to receive the consignment, hereinafter referred to as the 'Consignee', is the representative of the consignee. The powers of the Consignee are confirmed by the following documents submitted to the Carrier:

- passport and service card

- passport and power of attorney

### 2. Transport charges and payment procedure

2.1. For each transport by vehicle, the transport charge shall be determined in the Application-Order attached to the Contract.

2.2. Payment for the carriage shall be made by the Customer by transfer to an account provided by the Carrier to the Customer within three (3) banking days before completion of the carriage or as specified in the Application-Order, based on an invoice issued by the Carrier.

2.3. The amount offered by the Carrier for the service does not include the costs required for bank transfer services.

# 3. Rights and obligations of the parties

3.1. The Carrier is obliged to `.

3.1.1.Provide a technically sound vehicle that meets sanitary requirements for loading no later than 3 days after receipt of the Customer's request.

3.1.2. Immediately inform the Customer about delays in transit, accidents, incidents and other unforeseen

circumstances that prevent the delivery of consignment on time.

3.2. The Customer is obliged to `.

3.2.1.Carry out loading and unloading, customs clearance and customs inspection (clearance and customs clearance) of the cargo at his own expense within 48 hours from the moment of vehicle delivery by the Carrier to the place of transfer.

3.2.2.Provide the proper documents to the Carrier concerning the transportation of the goods:

- cargo manifest
- commercial invoices
- CMR waybills
- certificate of origin

3.2.4.Pay the cost of transportation in accordance with clause 2.2 of this Contract and the conditions specified in the relevant Application-Order.

3.3. For each transport, the Carrier's obligations shall be deemed fulfilled after handing over copies of the Customer's CMR waybills, which must be signed and stamped by the Consignee, confirming the acceptance and delivery of the consignment.

# 4. Responsibilities of the parties

4.1. The parties shall be held financially liable in the event of non-performance or improper performance of the obligations set out in this Contract, in accordance with the law and this Contract.

4.2. The Carrier shall be liable for loss, shortage or damage to the consignment or luggage occurring from the time of acceptance for carriage until delivery to the Consignee, his authorised person or person authorised to receive the luggage, unless he proves that the loss, shortage or damage occurred under circumstances which the carrier could not have prevented and which were not his responsibility to eliminate.

4.3. The Customer shall be liable for all damages caused by incorrect packaging and packaging required for the consignment.

4.4. If the Carrier provides the vehicle more than 48 hours after the agreed date, the Customer shall be entitled to demand a fine for each day of delay in the amount and manner specified in the Application-Order.

4.5. If the Customer unloads the vehicle after more than 48 hours, the Carrier shall be entitled to demand a fine in the amount and manner specified in the Application-Order.

4.6. If the Customer fails to unload the cargo within 5 days of the downtime, the Carrier shall be entitled to deliver the cargo to the customs warehouse or return it to the sender at the Customer's expense, notifying the Customer thereof.

4.7. The Customer shall be liable for any damage caused to the Shipper/Carrier as a result of breach of its obligation to provide the information referred to in Clause 3.2.2 of the Contract.

4.8. In other cases not regulated by this Contract, including the liability of the parties, the provisions of the RA legislation in force shall apply.

### 5. Force Majeure

Neither party shall be liable for the total or partial non-performance of its obligations under this Contract if it is due to force majeure arising after the conclusion of the Contract. According to the Parties, force majeure shall be deemed to be flood, fire, earthquake and other natural disasters, war, hostilities, decisions and actions of public authorities, as well as situations beyond the control of the Parties and directly affecting the performance of the Parties' obligations under the Contract. If the said circumstances continue for more than 60 days, each Party shall be entitled to repudiate the obligations set out in this Contract and neither Party shall be entitled to claim any possible damages from the other Party.Certificates issued by the RA Chamber of Commerce and Industry will serve as proper proof of the force majeure situation and its continuation.

#### 6. Dispute resolution procedure

6.1. In the event of non-performance or inadequate performance of the contract, if a dispute arises, the parties will make every effort to resolve it by negotiation.

6.2. In the absence of agreement between the parties, disputes shall be settled in accordance with the procedure established by the legislation in force in the Republic of Armenia.

#### 7. Other conditions.

7.1. The Contract shall enter into force upon signature and shall remain in force until the end of the current year. The Contract shall be deemed renewed for each calendar year unless either party notifies the other party in writing within 30 days before the expiry date of the Contract to terminate the Contract.7.2. The Contract may be terminated if either party learns of it in writing at least 30 days before the termination.

7.3. In the event of a unilateral withdrawal from the Contract, the withdrawing party shall compensate the other party for the loss caused by the withdrawal.

7.4. All amendments and additions to the Contract shall come into force if they are made in writing and signed by authorised persons of each party.

7.5. All previous or contemporaneous oral and written undertakings and commitments since the conclusion of this Contract shall be null and void if inconsistent with this Contract.

7.6. This Contract may also be concluded by an exchange of information or messages (documents) by post, telegraph, teletype, telephone, electronic communication or other means of communication that makes it possible to certify its authenticity and to determine precisely that it originates from the Contract. When entering into the Contract by means of a connection providing electronic communication, unless otherwise required by law regarding the form of such Contract, an electronic document not protected by an electronic digital signature has the same legal value as a document signed in handwriting by a person. 7.7. All amendments, supplements and clarifications to the Contract sent to the parties by fax or e-mail shall have the force of the original, if signed by authorised persons of both parties.

7.8. This Contract consists of three (3) pages and is signed in two (2) copies. Both copies are identical and have the same legal force. Each party shall have one copy of the Contract.

### 8. Legal addresses and other valid conditions of the parties

#### **Expeditor/Carrier**

"PAD" LLC

TIN: 04225373

Address: RA, Taperakan village, Spandaryan 12

The Bank: ACBA BANK OJSC

SWIFT code: AGCAAM22

Beneficiary name: P A D LLC

Beneficiary account number (IBAN):

220553330121000 AMD



**Customer** Name «<u>Full Name</u>» Passport <u>Passport details</u> Address <u>Address</u>

Physical person Full Name