

SERVICE CONTRACT NO. _____

This Service Contract (hereinafter referred to as "Contract") dated (date of signature), is hereby concluded by and between: _____ (the Client, name, organisational and legal structure) _____, _____ tax number (corporate registration number) (hereinafter referred to as the "Client"), of the one part, and _____ (the Contractor, name, organisational and legal structure), tax number (corporate registration number) (hereinafter referred to as the "Contractor"), of the other part, hereinafter collectively referred to as the "Parties", on the following terms and conditions:

1. Subject of the Contract

1.1. The Contractor shall, at the Client's request, provide services to organise logistics solutions for the delivery of the Client's Shipments (written correspondence, parcels and other documentary and non-documentary contents) to third parties (hereinafter referred to as the Recipients). At the Client's discretion, the Services may include the organisation and implementation by a third party of domestic and/or international delivery, issuance of the Shipment from the warehouse, storage of the Shipments, customs formalities and procedures, acceptance of payment on delivery, notification and identification of the Recipients.

1.2. The commencement of services is hereby considered as the moment the delivery note and/or application for services is issued.

1.3. The service shall be deemed to have been rendered as of the date of the certificate/invoice in the manner provided for in this Contract.

1.4. The procedure for the provision of services by the Contractor to the Client and the relationship between the Parties in the performance of this Contract shall be governed by the General Terms and Conditions for Services (hereinafter referred to as the Terms and Conditions), as posted in the current edition on the website at

_____, in the Contractor's office, and optionally made available to the Client in writing. The Terms and Conditions shall form an integral part of the Contract.

1.5. By signing this Contract, the Client hereby confirms that they have read the current version of the Terms and Conditions and agrees to them.

1.6. The Client shall hereby have the right to make use of the Contractor's additional services, information on which is made available on the website cdek-usa.com and at the Contractor's office. The Contractor shall be entitled to introduce and offer the Client a new, additional range of services and/or cancel the services previously in force by signing a relevant additional agreement to the Contract.

2. Duration of the Contract

The Contract shall come into force as of _____ and shall be valid for one calendar year. If neither party to the Contract declares its intention to terminate the relationship pursuant to the Contract 30 calendar days prior to its expiry, the Contract shall be deemed automatically renewed under the same conditions for the same period. The number of extensions is hereby unlimited.

3. Termination of the Contract

One of the parties hereby has the right to withdraw from the Contract by notifying the other party thereof in writing at least 30 calendar days prior to the date of termination of the Contract.

4. Settlement procedures

4.1. The Client is hereby obliged to pay for the services provided by the Contractor in accordance with the procedure stipulated in the Contract.

4.2. The acceptance of the rendered services shall be formalised by a certificate of rendered services, which is simultaneously an invoice, signed by the parties as follows (hereinafter referred to as the certificate/invoice). The Contractor shall

provide the Client with two copies of the certificate/invoice. The Client shall, within 5 working days of receiving the certificate/invoice, sign two copies of the certificate/invoice and return one copy to the Contractor. The certificate/invoice shall be issued for all shipments accepted by the Contractor during the accounting period. If the Recipient refuses to accept the Shipment, the service shall be deemed to have been provided by the Contractor.

4.3. The accounting period shall hereby be considered as a **month**. Certificates/invoices shall hereby be issued within 3 working days following the end of the accounting period.

4.4. Costs and payments shall be calculated on the basis of the physical and volumetric weight of the Shipment according to the Contractor's rates. The cost can be calculated at cdk-usa.com, subject to the provisions of the Terms and Conditions. In the case of a personalised tariff for the Client, it shall be formalised by a relevant Appendix to the Contract. If the Shipment does not comply with the type of service ordered by the Client, the Contractor shall have the right to forward the Shipment in a way and at a time suitable for that type of Shipment as well as to implement the charges stipulated for the respective type of service to which the Shipment meets the requirements.

4.5. Payment for services shall be made by the Client within 3 banking days after signing the certificate/invoice by bank transfer to the Contractor's payment details or in cash to the Contractor.

4.6. In the event the funds paid by the Client are insufficient to meet all financial obligations towards the Contractor, the funds shall be credited firstly to satisfy the financial obligations of the Client for penalties; secondly to satisfy the financial obligations of the Client for the cost of the courier services rendered by the Contractor. The Contractor hereby reserves the right to allocate incoming payments for certificates of rendered services/invoices with an earlier billing date, irrespective of the purpose of the payment as stated in the billing document.

4.7. In the event the Client has any reasoned complaints concerning the compliance of the services provided with the terms and

conditions of the Contract, the Client shall state such complaints to the Contractor in writing and deliver them to the Contractor within 5 working days from the receipt of the certificate/invoice at the latest time. After the claim has been settled, the Parties shall sign the certificate/invoice.

4.8. If the Client refuses or evades signing the certificate/invoice within 5 working days of receipt of the aforementioned certificate/invoice, without presenting a valid claim to the Contractor, the Contractor shall note the Client's refusal to sign the certificate/invoice. In such circumstances, the Contractor shall be deemed to have duly performed its obligations according to the Contract, including the provision of services in accordance with the terms and conditions of the Contract.

4.9. Email addresses of the Customer and the Contractor to which electronic correspondence (including the delivery of certificates/invoices, account reconciliation statements, notices of amendments to the Tariffs and Terms and Conditions) shall be sent:

Email of the Client's authorised representative

[REDACTED]

Email of the Contractor's authorised representative

[REDACTED]

5. Liability

5.1. The Client shall be liable for its failure to pay the cost of the services provided by the Contractor, including those involving payment by the Recipient on delivery, if the latter for any reason refuses to pay for the delivery of the Shipment. In case of a failure to pay the service fee within the time frame stipulated in point 4.5. the Contractor shall have the right to require the Client to pay a penalty interest of 0.2% of the amount owed for each day of delay. In addition, if the payment deadline is exceeded by more than 10 calendar days, the Contractor shall have the right to suspend the services provided under the Contract. The Contractor shall be

entitled to withhold the Client Shipments until the existing debt has been settled in full.

5.2. The Client shall be responsible for any false call made to an authorised employee of the Contractor in the amount of the cost of the pick-up/delivery service for the particular Shipment.

5.3. The Client hereby assumes full responsibility for the interaction with the Recipient in terms of information regarding the Shipment, its consumer properties, the Contractor's charges, etc.

5.4. The Contractor shall be liable to a limited extent. The extent of the Contractor's liability is stipulated in the Terms and Conditions.

5.5. The Contractor shall not be liable if the non-performance or improper performance of the Contract is due to the fault of the Client or the Recipient or the Sender.

5.6. The parties shall cease to be liable for the obligations assumed under the Contract if the failure to perform is due to unforeseeable circumstances (including force majeure).

6. Additional services

6.1 Passport data for international orders shall be collected by the Client/Contractor/not be collected.

6.2. A Return Shipments Service is provided/not provided. The conditions for returns are stipulated in the Terms and Conditions.

6.2.1. Contact details of an authorised representative of the Client to arrange for the receipt of the return:

_____(Full Name)_____

_____(Position)_____

_____(Email)_____

8. Addresses, bank details and signatures of the parties

Contractor:	Client:
/	/

7. Miscellaneous

7.1. The parties shall have the right to assign their rights and obligations under the Contract to a third party by notifying the other party in writing (specifying the name, bank details and location of the third party).

7.2. In the event of a change of address, details, reorganisation or liquidation, the party concerned shall notify the other party in writing within 10 working days as soon as the relevant changes have been made.

7.3. In all other matters not provided for in the Contract, the Parties shall be governed by the provisions of the Terms and Conditions. The provisions set out in this Contract shall take precedence over the Terms and Conditions.

7.4. The Terms and Conditions are a public offer in nature and can be found on the Contractor's website at cdek-usa.com.

7.5. This Contract and its appendices/addendums/agreements shall be signed and returned to the Contractor.

At the request of a Party, the Contract/appendices/addendums/agreements, accounting and other documents considered signed by exchange of electronic documents shall be replaced by a document with a seal and a handwritten signature within 20 days of the Party's written request. In this case, the additional charges of sending the requested documents shall be borne by the party making the request.

7.6. In all disputes arising out of or in connection with this Contract, the parties hereby agree to the exclusive jurisdiction of the court _____.