

Agreement on transport - forwarding service № B-14/25

Baku city

18.08.2025

The Agreement (hereafter "Agreement") was signed by "Yük taksisi.Az" LLC (hereafter "Forwarder") represented by Director Zeynalov Agil Ismayil and BRANCH OF "PROMAR CONSULTING TRADING LIMITED COMPANY" IN THE REPUBLIC OF AZERBAIJAN (hereafter as "Client") represented by Zheng Gong (hereinafter - the Forwarder and the Client will be collectively referred to as the "Parties") by mutual consent and under the following conditions

1. Subject of the Agreement

1.1. The freight Forwarder provides international transport - forwarding services for and at the expense of the Client only on the basis of the order form, commercial offer or price agreement protocol attached to the Agreement (in this case, the legislation of the countries through which the transport route is carried out, international conventions, codes and other rules are based) and these services provides domestic cargo transportation services for the purpose of completion. According to the Client's separate order, the Forwarder can also provide services related to terminal operations, customs and other formalities under this Agreement.

1.2. The nature of the cargo, labeling, weight, volume, number of packages, as well as information about the consignor and consignee, the planned transportation period by date and tonnage, and other information necessary for the provision of services are shown in the order in a reliable and complete manner.

1.3. 7 (seven) working days before the start of services, the Client submits the order to the e-mail addresses of the Forwarder with the cabrayilova.rufana@166.az domain. The parties may additionally agree on other deadlines for submitting the Order.

1.4. The Forwarder approves/rejects the Client's Order within 1 business day after receiving it and sends a notification to the Client's asmat@promar.cc, info@promar.cc E-mail address.

1.5. The e-mail addresses specified in this Agreement are official for contractual relations; Correspondence to the indicated addresses does not require written confirmation on paper.

1.6. The Order drawn up between the parties using the specified e-mail addresses does not require the order to be signed by the representatives of the parties and to be executed on paper with the signature and seal of the parties.

2. Rights and duties

2.1. Rights and duties of the Forwarder

2.1.1. Based on the Client's order, providing advice to the Client regarding the timely execution of all types of operations included in transport-expedition services and the selection of a convenient route for increasing efficiency, optimizing costs for loading/unloading operations and other operations;

2.1.2. Presents the bill of lading (RWB, BL) to the Client within 2 (two) business days upon delivery or shipment of the goods;

2.1.3. Calculate the cost of services based on the Client's written request;

2.1.4. If the Client does not pay for the transport and forwarding services, to keep the cargo until the payment is fully paid and to demand compensation from the Client for the losses incurred in this regard. In the cases provided for in this paragraph, the Client is responsible for the damage that may be caused to the cargo as a result of the storage of the cargo by the Forwarder;

2.1.5. To demand from the Client the payment of fines and additional terminal services incurred due to the stopping of goods for the purpose of inspection at border crossing points and customs control points due to the

/ Forwarder _____

/ Client _____

fault of the Client and/or third parties involved.

2.1.6. To provide full or partial insurance of the value of the cargo during transportation by the Forwarder at the request of the customer and at his expense;

2.1.7. For the purpose of mutual agreement and settlement of the provided services, it prepares and sends the "Act on the provided services" for the approval of the Client. If the "Act on rendered services" is not signed and sent back within 5 (five) working days from the date of acceptance by the Client, or if a reasoned objection is not submitted, the Act is considered signed by the Client and is considered as "signed" to be reflected in the Forwarder's account.

2.1.8. In all directions, release from responsibility for delays caused by reasons beyond the control of the Forwarder (weather conditions, train breakdown (regardless of the type of train), technical problems at the terminal and/or its loading, lack of platform, current maintenance works), but the forwarder is liable for losses arising within the scope of his activities and control.;

2.2. Rights and duties of the Client

2.2.1. When importing to Azerbaijan and/or exporting from Azerbaijan, the customer must prepare all necessary documents on his own, or place an additional order to the Freight Forwarder in connection with the implementation of this operation, and submit the cargo and the following documents and information to the Freight Forwarder 10 (ten) days before the start of services:

- a) the place of reception (delivery), final destination, type, weight, volume, characteristics, etc. written Order containing information;
- b) Documents indicating the country of origin of the cargo, including cargo import (export) customs documents, waybills and scanned copies of equivalent documents, required specifications, certificates and other documents related to the shipment of the cargo.
- c) Other necessary documents required by customs or other state authorities for customs clearance
- d) If it is discovered that the goods intended for transportation are not as specified in the customs declaration, the Customer must submit to the Forwarder the relevant act of the State Customs Committee of the Republic of Azerbaijan confirming this fact in order to compensate for the damage caused of cargo import (export).

Details:

- Loading date;
- Destination station (station code);
- Name of the consignee;
- Container number;
- Dispatch station (station code);
- Name of the consignor;
- Cargo name (indicating YHN code) and gross and net weight (indicating tare separately);
- The type, affiliation and number of the required container;
- In the case of valuable goods - their value;
- In the case of special dangerous and potentially dangerous cargoes, the classification code of dangerous cargoes and additional documents to be submitted in such cases. (In the event that a client has queries regarding the information required or is unable to obtain it unilaterally in its entirety, the forwarder should assist the client in acquiring such information (unless it is impossible for the freight forwarder to obtain it). Following the provision of this information by the client, the forwarder shall review the information to ensure its validity.)

2.2.2. Must be familiar with the relevant instructions for the transport-expedition service, as well as the "Rules for transporting dangerous goods by rail", "Rules for loading and fastening of goods" and other regulatory documents

/ Forwarder 

/ Client 

during loading/unloading operations and strictly comply with them;

2.2.3. At least 48 hours before the cargo is ready to be transported, he must inform the Freight Forwarder about it by phone, fax or e-mail and receive the appropriate confirmation;

2.2.4. The cargo must be loaded and unloaded from vehicles, as well as customs clearance at its own expense.

Based on the customer's order, when these services are performed by the Freight Forwarder, he must pay the cost of that service in addition;

2.2.5. 5 (five) working days based on supporting documents for fines, demurrage and other mandatory payments that will arise during transportation (wrong code entry, idle stop, incomplete documents, customs checks, container storage at border crossing points, loading terminals and other cases beyond the control of the Forwarder) within (if the payment is delayed, a penalty fee of 0.1% of the amount is calculated for each day) to the Forwarder's bank account;

2.2.6. Pay the fines due to the storage of cargo and/or loaded container until full payment is made;

2.2.7. If there is any deficiency in the number of places, the condition of the cargo or the weight of the cargo, it must make appropriate notes about it in the cargo delivery documents signed by both parties and inform the Forwarder in writing within 48 hours;

2.2.8. After the completion of the transport-expediting services, the container must be delivered to the Forwarder or his representative in a technically sound (no deformation, cut, crushed, holes) and commercially acceptable condition (cleaned of previously transported cargo, waste, loading and fastening materials) within the period specified in the Agreement ;

2.2.9. A signed and sealed original copy of the contract must be submitted to the Forwarder immediately within 1 (one) working day with his signature and seal;

2.2.10. In order to mutually agree and pay for the provided services, the forwarder must sign and return the documents prepared and submitted by the Forwarder within 5 (five) working days or express a justified objection.

3. Settlement rules

3.1. Based on the invoice provided by the Forwarder, at least 3 (three) working days before the start of the transport-forwarding service, the Customer makes the payment for the services to be provided (provided that all bank costs and commissions are paid by the Customer) as a 100% advance to the bank account of the Freight Forwarder, and sends a copy of the payment order or SWIFT extract to the Forwarder by e-mail;

3.2. Since the value of the provided services and terminal services outside the borders of the Republic of Azerbaijan is determined in US dollars (USD), the Client who is a resident of the Republic of Azerbaijan makes payments in Azerbaijani manat (AZN) according to the exchange rate determined by the Central Bank of the Republic of Azerbaijan on the payment day;

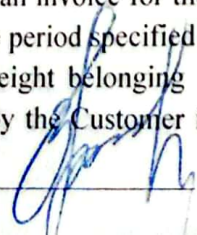
3.3. Since the cost of the terminal and other ordered services provided within the borders of the Republic of Azerbaijan is determined in Azerbaijani manat (AZN), the Client, who is not a resident of the Republic of Azerbaijan, makes payments in US dollars (USD) according to the exchange rate determined by the Central Bank of the Republic of Azerbaijan on the day of payment;

3.4. In order to settle the rendered services, after the end of each quarter, the parties sign the "Deed of Settlement" (hereinafter - the Deed of Settlement) within 5 (five) working days. If the Settlement Act prepared and sent by the Forwarder is not signed and sent back within 5 (five) working days from the date of acceptance by the Client, or if a reasoned objection is not submitted, the Act is considered signed by the Client and is considered as "signed" to be reflected in the Forwarder's account.

3.5. The Freight Forwarder has the right to unilaterally calculate the amount of the advance payment received from the Client against the existing debt of the Client to the Freight Forwarder under this Agreement. At the same time, if the Client's funds are not sufficient for the provision of services to the Client under this contract, the Freight Forwarder issues an invoice for the amount of the missing advance payment, and the Client is obliged to pay that invoice within the period specified in clause 3.1 of the Agreement.

3.6. When the freight belonging to different customers is transported by the Forwarder in one container, the amount payable by the Customer in connection with the opening of that container in the Republic of Azerbaijan

/ Forwarder



/ Client



shall be paid by the Forwarder to the terminal in urgent cases. That amount shall subsequently be paid by the Customer to the Forwarder within the period and in the manner specified by the Forwarder.

4. Responsibility of the parties

- 4.1. The parties are responsible for improper and/or incomplete performance of obligations under the Agreement in accordance with the applicable legislation of the Republic of Azerbaijan, as well as relevant international normative documents to which it is a party;
- 4.2. The party that has violated its obligations under the contract must take measures to restore the fulfillment of obligations in a short and reasonable time;
- 4.3. The parties are also responsible for the following cases:
- 4.3.1. Due to non-fulfillment of the terms of the contract;
- 4.3.2. For real caused due to the action or inaction of himself and/or the 3rd person(s) involved;
- 4.3.3. Due to incorrect, incomplete information and inaccuracy in filling out relevant documents.
- 4.4. The customer bears additional responsibility for the following cases:
- 4.4.1. Due to the circumstances leading to idle parking of vehicles (in the amount of fines imposed by transport organizations/carriers);
- 4.4.2. If the Freight Forwarder carries out container transportation to the Client, if the container is returned to the specified station (terminal, warehouse) according to the written instructions issued by the Freight Forwarder, the container is considered returned to the Freight Forwarder when documents confirming the return (for example, a handover deed signed between the Parties) are presented. Due to the failure of the container to be returned to the Forwarder if the documents confirming the return are not submitted;
- 4.4.3. Demurrages calculated on containers transported by sea lines and less than 21 (twenty one) days of "FREE TIME" provided by sea lines in all directions, containers arriving at terminals on public holidays and non-working days and/or due to loading of terminals due to costs, charges and demurrages, as well as fines arising from failure to enter the short import declaration into the system for the container arriving at the border-crossing and customs control checkpoints;
- 4.4.4. Due to non-fulfillment of requirements imposed on the Client (his representative, consignee or 3rd party involved by them) by the customs, tax, sanitary and other state authorities of the countries where the shipment is carried out, and due to the costs/losses that will arise.
- 4.4.5. The customer must notify the freight forwarder in writing of his objections to the submitted invoice and any questions arising from it within 3 (three) working days regarding the incurred demerages, storage costs, charges and fines, otherwise the invoice will be considered accepted by the customer and objections will not be accepted. ;
- 4.4.6. If the Freight Forwarder carries out container transportation to the Client, if the Client (his representative, consignee or third party engaged by them) returns the container allocated to him by the Freight Forwarder (his representative, partner, agent) under this Agreement, if it is not cleaned and/or or when the facts of damage are discovered, the freight forwarder's expenses, the representative's/agent's/partner's statement on the condition of the container, photos of the containers, the invoice for the expenses incurred in connection with the repair/cleaning/transportation to the repair facilities and the recovery It is presented to the customer. The customer must pay the costs incurred by the Forwarder unconditionally within 5 (five) working days;
- 4.4.7. If it is not possible to restore or repair the damaged containers, the Customer must pay the current value of the container in full within 5 (five) working days to the appropriate settlement account of the Forwarder based on the invoice provided by the Forwarder.
- 4.4.8. The Customer must deliver the cargo to the Forwarder's warehouse in Xi'an 10 (ten) days prior to the departure date. The cargo must be presented to the Forwarder in a condition suitable for determining external defects (scratches, dents, etc.) and checking its technical characteristics (unpacked, clean, with the key, with fuel in the tank, charged, etc.). The Forwarder is only liable for damage to cargo packaged by the Customer if damage is detected in the packaging material. If the Customer does not deliver the cargo to the Forwarder's warehouse 10 (ten) days prior to its departure date, the departure of the cargo is postponed to the next departure.
- 4.4.9. If the Client who has delivered the cargo to the Forwarder's warehouse located in Xi'an refuses or postpones

/ Forwarder

/ Client

the shipment, if the Forwarder has booked a container, he must pay the payment for the reservation and the expense of keeping the cargo in the warehouse to the Forwarder. The cost of storing cargo in the warehouse is calculated at 3 (three) US dollars per 1 (one) square meter per day. In case of non-payment, these expenses are deducted from the advance amount and the remaining amount is returned to the Client. If the advance amount for these expenses is insufficient and the Client does not pay the value of the remaining part of the expenses to the Forwarder, the cargo is not handed over to the Client;

4.4.10. After full delivery of the cargo to the Forwarder's warehouse located in Xi'an, if the Client changes the cargo to be transported or delivers a new cargo, he undertakes to pay the related expenses to the Forwarder.

4.4.11. After the cargo arrives in Azerbaijan, the Customer must inform the Forwarder in advance about the time and place of receipt of the cargo. If the Customer receives the cargo without the presence of the Forwarder, the Forwarder will not be responsible for any defects found in the cargo.

4.4.12. Should the loss or damage of documents and information provided by the client arise from the fault of the forwarder, resulting in delays or termination of work, the resulting losses shall be borne by the forwarder.

5. Settlement of disputes

5.1. Disputes that may arise during the execution of the contract are first resolved through negotiations.

5.2. If the dispute cannot be resolved through negotiations within 30 days, all disagreements arising from and/or related to this Agreement must be resolved in the Baku Commercial Court of the Republic of Azerbaijan. The applicable law is the legislation of the Republic of Azerbaijan.

5.3. The measures not provided for in this Agreement are regulated by the legislation of the Republic of Azerbaijan.

6. Force-Majeure

6.1. Due to any force majeure (blockade, war, acts of state authorities, flood, fire, earthquake, other natural disasters, and other force majeure events) that occurred after the signing of the Agreement, any party shall completely and or is not responsible for partial non-performance;

6.2. The party citing force majeure must notify the other party in writing within 5 (five) days;

6.3. As proof of force majeure, the party citing force majeure must submit to the other party the official document of the relevant state body of its country within 7 (seven) days;

6.4. If the force majeure event lasts for more than 2 (two) calendar months, any party has the right to terminate the Agreement early by giving written notice.

7. Additions and changes

Any additions or changes to this Agreement shall be an integral part thereof and shall be mutually agreed upon in the Addenda to the Agreement. Addendums shall enter into force upon signature by both Parties.

8. Confidential information

8.1. The confidentiality of the present Agreement is protected by the Parties and may not be disclosed to third parties except under the conditions established by the relevant jurisdiction;

8.2. Expiration or otherwise termination of this Agreement shall not waive liability under Section 8.1.

9. Final provisions.

1. This agreement comes into force from the day it is signed and remains valid until 31.12.2024. If one or both of the Parties do not inform about their intention to terminate the contract 30 (thirty) days before the end of the contract, the contract is automatically extended for a period of one calendar year;

/ Forwarder

/ Client

9.2. This Agreement may be terminated in the following cases:

9.2.1. When one of the parties is notified 30 (thirty) calendar days in advance;

9.2.2. With the written consent of the parties.

9.3. If the Client terminates this Agreement in accordance with subsections 9.2.1 or 9.2.2, the Client shall pay the Freight Forwarder's costs and service fees for the period up to the date of termination of the Agreement.

9.4. After the signing of this Agreement, all previous negotiations, documents, correspondence and agreements regarding matters related to the Agreement shall be null and void;

9.5. The contract is drawn up in 2 (two) copies in the Azerbaijani language and each is kept by the respective party.

10. LEGAL ADDRESSES AND DETAILS OF THE PARTIES:

«CLIENT»

**“PROMAR CONSULTING TRADING
LIMITED COMPANY” IN THE REPUBLIC OF
AZERBAIJAN**

TIN: 1407176791

S/A: AZ66TCZB40095944018951800106

Bank: ZİRAAT BANK AZƏRBAYCAN ASC

Ahmad Rajabli branch

TIN: 1303953611

Code: 513218

C/a: AZ42NABZ01350100000000095944

«FORWARDER»

“YÜK TAKSİSİ.AZ” LLC

Legal address: AZ 1022, Baku city, Landau street

Apartment 6,

TIN: 1303349591

S/A AZ61AIB400500F9440308800103

BANK: Kapital Bank ASC Yasamal brunch

Code: 200037

TIN: 9900003611

C/a: AZ37NABZ01350100000000001944

S.W.I.F.T: AIBAZ2XXXX

Account:

Tel:

Official:

Tel:

Actual address:

Director:

Zheng Gong

(↓ signature, MY ↓)




Director:

Zeynalov Agil Ismayıl

(↓ signature, MY ↓)



/ Forwarder

/ Client