

CONTRACT

For Cargo Forwarding Service

Illinois ___/___/202___

Hegelmann USA LLC, hereinafter referred to as “**Customer**”, in the manager Andrew Jasinkas, on one part, and....., hereinafter referred to as «**Executor**», in the name of, signed the present contract as follows:

1. SUBJECT OF THE CONTRACT

1.1. Subject of the present contract is the order of the relations arising between the Customer and the Executor in case of performing carriage of the cargo by an automobile in the territory of United States of America, and also performing the related transport transactions.

2. GENERAL PROVISIONS

2.1 Within the present contract:

2.1.1 The Customer charges to the Executor, and the Executor for compensation and for a Customer account undertakes liabilities on accomplishment of carriages and the related transport transactions and due to the Customer takes up obligations on performance of the transportations and the transport operations connected with them in the territory of USA.

2.1.2 The Customer and the Executor operate on their own behalf, as well as for and on behalf of organizations with which they have direct contracts.

2.2 Relationships of the Customer and the Executor are based on the provisions of the present contract. In all cases which have been not stipulated by the present contract, sides are guided by provisions of states and federal laws of USA and other agreements, which participants are the states of the Customer and the Executor, as well as positions of certificates of the legislation of the states of agreeing sides.

2.3 On each separate transportation the assignment (further - the request) the Customer to the Executor on realization of transport service of a specific cargo within the limits of the concluded contract, hereinafter referred to as the Request is made out. In the Request conditions and features of specific transportation can be coordinated, is possible also distinct from how they are established in the present contract. The application has priority value above conditions of the present contract.

2.4 Each side is obliged to protect commercial interests of other side, complying with a strict neutrality in attitudes with its clients and not disclosing the received commercial information.

3. RIGHTS AND DUTIES OF THE CUSTOMER

3.1 The customer is obliged:

3.1.1 To inform the Executor in the Shipping request of a cargo all necessary information for the organization and performances of transportation with the indication:

- Names of the sender, the precise address, date and time of loading.
- Names of payee and the precise address of unloading.
- Quantities of a rolling stock and its data
- Timeframes of delivery of a cargo

- Names, weights and character of a cargo, including its dangerous properties or special value and other special qualities necessary in circulation with it of safety measures
- Rates of the freight for transportation, the form and timeframes of payment for the transportation coordinated with the Executor.

The application is broadcast on electronic (E-Mail/Fax) communication. Sides accept a validity of the given Request. The Executor in writing confirms acceptance of the Request to execution. The application can be supplemented or be changed.

3.1.2 To show cargoes to transportation according to the Request and to make loading/unloading of a vehicle according to legislative norms on gross weight of the lorry convoy and a load on an axis of those states through which the cargo follows, to represent all properly issued documentation on a cargo for realization of transportation.

3.1.3 To inform the Executor on readdressing or return of a cargo in default the addressee from its acceptance.

3.1.4 To pay to the Executor the coordinated sum of the freight, the additional coordinated cost of transportation at readdressing a cargo, nor the expenses stipulated by the Request (overload, an escort) according to the shown documents.

3.1.5 In case of damage or loss of a cargo immediately to provide the documents confirming the fact of damage or loss of a cargo, calculation of cost of the damaged or lost cargo, the certificate of an independent expert appraisal, and other documents on demand of the Executor.

3.2 The Customer has the right at any time to submit to the Executor new cargo proposals for the future transportations.

4. RIGHTS AND OBLIGATIONS OF THE EXECUTOR

4.1 The Executor shall, on its own behalf for a fee and expense of the Customer to perform the following operations:

4.1.1 To make transportation of a cargo on conditions and in the timeframes coordinated with the Customer and specified in the Request. Reception of the Request proves to be true by the Executor in writing with the indication of number of the vehicle submitted under loading, and is assured by the signature, press or a stamp.

4.1.2 To perform a transportation using one or several types of Services listed as: Truckload; Dry Van; Auto-Hauler; Tanker; OD Hauls; LTL; Refrigerated; Straight Truck; Specialized-OSD; Team Drivers; Intermodal; Pups; Curtain Sides; Commodities; Small Package; Air; Plate Trailers; E-Track; Escorts; others.

4.1.3 To submit under loading in time, coordinated in the Request, required type of a vehicle in technically serviceable condition, provided by all the documents necessary for transportation.

4.1.4 To supervise forces of the driver of a vehicle process of loading/unloading, to check quantity of cargo packages, quality of packing, the order of distribution of a cargo in a body, excluding the general overload and overload on axes. At absence of a possibility of recalculation or in case of a divergence given in accompanying documents with actual, as well as at availability of other lacks revealed at loading (infringement of packing, inadequate fastening of a cargo in a cargo compartment, etc.) which can lead to drawing of damage to a cargo and additional expenses during transportation, the Executor should notify the Customer and not leave place of loading before acceptance by the Customer of the decision.

4.1.5 Inform the customer about all problems arising in the process of loading, transport, unloading, delays of vehicles on the road and other unforeseen circumstances that prevent the timely delivery of goods.

4.1.6 At the request of the Customer to provide a copy of effective insurance policy of cargo and to bear the responsibility before the Customer for the cargo entrusted to it.

4.2. Rights of the Executor:

4.2.1 The Executor shall have the right to involve third parties in performance of its obligations under this Contract only with a permission from the Customer in writing.

4.2.2 The Executor may not commence performing its obligations under this Contract until the Customer delivers all necessary documentation, as well as cargo details, terms of transportation and other relevant information required by the Executor for the purposes to perform its obligations. In case such information is incomplete the Executor shall request the Customer for additional information in writing.

4.2.3 The Executor has the right at any time to request the Customer to terminate submission of new cargo proposals for the future transportations.

5. CALCULATIONS

5.1 All types of services are paid by the Customer under the contractual rates specified in the Request.

5.2 The customer within 60 calendar days from the moment of reception of the original account and the original of waybill pays the freight, on the fact of rendering of transport services, and also other expenses connected with realization of transport process, or by a full or partial advance payment. The commission is charged to the sender of payment.

5.3 The Customer pays expenses on an escort, overload and others at concept the Executor of the original of the receipt on payment of the sum of the penalty and the documents confirming admitted infringement.

5.4 Calculations for carried out transport services are made by bank transfer by the Customer into the account of the Executor if other is not stipulated by sides in the additional agreement. Currency of payment is US dollars. Calculations are made in the currency coordinated by parties in the Request.

5.5 Payment of the freight for the executed transportation is made on the stipulated rate. Realization of a full or partial pre-payment is possible.

5.6 Under the written requirement of one of the parties, parties carry out a reconciliation of settlement.

5.7 Under the mutual agreement of parties, the procedure of payments can be changed or added, that is made out by the additional agreement to the present contract.

6. RESPONSIBILITY OF THE PARTIES

6.1 For non-execution or improper execution of agreement obligations of the party bear the responsibility provided by this agreement and other acts of the legislation.

6.2 For not supply of a vehicle for loading the Executor pays to the Customer the penalty at a rate of 200 US dollars for every vehicle.

6.3 In case of untimely payment, the guilty party pays to other party a fine, at a rate of 0,02 % from a total sum of debts per every day of unpaid amount.

7. ORDER OF CONSIDERATION OF DISPUTES

7.1 All disputes, disagreements or the requirements arising from this contract or in connection with it, including executions concerning it, violations, the termination or invalidity, shall be resolved in any state or federal court located in Illinois.

8. FORCE MAJEURE

8.1 The parties are relieved from responsibility for partial or complete non-execution of liabilities under the present contract if it was a consequence of force majeure circumstances and if these circumstances directly affected this Contract execution. For avoidance of double interpretation of force-majeure circumstances, the parties decided by agreement that such circumstances are: floods, fires, earthquakes, strikes, armed conflicts, wars, actions of governing bodies of the states in which territory transportation shall be performed. All other circumstances even if the parties couldn't expect and prevent them their consequence, lie in competence of the parties, and the parties bear responsibility according to the liabilities without the right of the reference to force-majeure circumstances. If any of these circumstances directly affects obligation fulfillment in time, specified in the Request, this term is in proportion removed for the period of action of the corresponding circumstance.

8.2 The parties for which the impossibility of performance of liabilities under this agreement in connection with the above-stated (force-majeure) circumstances was created, it is obliged immediately, from the moment of their approach and the termination, in writing to notify other party. Untimely informing on force-majeure circumstances deprives an affected party of the right to further references to such circumstances as on the basis which is relieving from responsibility for non-execution of liabilities. Information on approach of force-majeure circumstances shall be confirmed with competent authority of that country where came such circumstances in writing.

8.3 If such circumstances proceed more than a month, each party has the right to refuse accomplishment of liabilities under this agreement fully or partially and in this case any of the parties has no right to demand from other party of compensation of any possible losses.

9. DURATION OF THE CONTRACT

9.1 This agreement comes into force from the date of its signing and operates till December 31, 202__.

9.2 The duration of the agreement is automatically prolonged for each next calendar year if any of the parties in 30 days prior to the expiration of its action in writing doesn't inform other party on the intention to terminate the agreement.

9.3 The agreement can be changed or added in case of a consent of both parties. Contract cancelation is early possible at the initiative of the either party under condition of the prior written notice about it other party in 30 days and execution of all before undertaken obligations within this agreement, and also on request of one of the parties in case of fundamental breach of the agreement by other party.

9.4 The parties accept agreements and other documents transferred and signed on an electronic communication.

9.5 The present contract is made in English language.

9.6 As the parties may agree facsimile copies of the present contract and variation for it have a full validity and are equated to original documents.

10. LEGAL ADDRESSES OF PARTIES

Executor:

Customer:

**Hegelmann USA LLC
1124 Windham Pkwy,
Romeoville, IL 60446**

Bank details:

_____/Andrew Jasinkas