

APPROVE
President JSC «Almaty
International Airport»
Ersoy Alp Er Tunga
«__»____2023

Public Agreement №78-13-_____
on provision of temporary storage warehouse services in
Almaty International Airport

Almaty

«__»____2023

Joint Stock Company "Almaty International Airport", hereinafter referred to as the "Company" represented by President Ersoy Alp Er Tunga, acting on the basis of the Charter, on one side, and the person storing goods in the temporary storage warehouse of Almaty International Airport, hereinafter referred to as the "Client", from the other side, jointly referred to as the "Parties", and separately the "Party" or as indicated above, have concluded this agreement (hereinafter - Agreement) on the following:

Terms and definitions used in the Agreement

Temporary storage warehouse (hereinafter – Warehouse) – premises and (or) open areas owned, managed, operated or leased by the Company, intended for temporary storage of goods that meet the requirements of customs legislation, located at the address: Republic of Kazakhstan, Almaty, 51 Zakarpatskaya St.

Services for temporary storage of goods (hereinafter – Services) under this Agreement are considered to be services provided by the Company to the Client, including: storage of goods (cargo), loading and unloading operations related to temporary storage of goods (cargo), including those performed at the request of an authorized official of the customs authority, and other operations related to the fulfillment of obligations under this Agreement.

Foreign goods – goods (any movable property, including the currency of the member states of the Eurasian Economic Union, securities and (or) currency values, traveler's checks, as well as other movable items equated to immovable property) that are not goods of the Eurasian Economic Union, including those that have lost the status of goods of the Eurasian Economic Union, as well as goods that have acquired the status of foreign goods (recognized as foreign goods) in accordance with the customs legislation of the Eurasian Economic Union and (or) the Republic of Kazakhstan.

1. Object of the Agreement

1.1. The Company, for remuneration, provides services for the storage of goods, cargo and (or) foreign goods (hereinafter collectively referred to as Goods) of the Client under customs control at the Company's temporary storage warehouse until they are released by the customs authority in accordance with the declared customs procedure or before performing other actions provided for by the customs legislation of the Eurasian Economic Union and (or) the Republic Kazakhstan (hereinafter – Customs legislation), on the terms established by this Agreement.

2. Rights and obligations of the Parties

2.1. The Company is obliged to:

2.1.1. Accept Goods from the carrier and place them in temporary storage in the manner and within the time limits provided for by Customs legislation;

- 2.1.2. Ensure the placement of Goods for temporary storage in accordance with Customs legislation;
- 2.1.3. From the moment of placing for temporary storage and until the moment of receipt of the Goods by the Client, to store and ensure the safety of the Goods;
- 2.1.4. Ensure the admission of a representative and, if necessary, a cargo vehicle of the Client to the territory of the temporary storage warehouse to receive Goods, inspect it, take samples, in accordance with the legislation of the Republic of Kazakhstan;
- 2.1.5. Ensure the availability of the necessary number of personnel, machinery and equipment for the implementation of loading and unloading operations;
- 2.1.6. Provide necessary conditions for the storage of Goods;
- 2.1.7. Ensure compliance with the conditions and requirements for Goods and conducting operations in temporary storage warehouses.
- 2.1.8. Enable the Client to inspect the goods at his own expense and determine their quantity, external condition, take samples in accordance with the procedure provided for by Customs legislation;
- 2.1.9. Not transfer the Goods to a third party without the Client's consent, except in cases provided for by the legislation of the Republic of Kazakhstan;
- 2.1.10. Ensure the issuance of shipping documents for Goods placed in temporary storage;
- 2.1.11. Keep records of stored Goods and submit reports on it to the customs authorities, including using information and communication technologies, in accordance with the procedure established by Customs legislation;
- 2.1.12. Prevent unauthorized persons who are not employees of the temporary storage warehouse and do not have authority over the Goods in the temporary storage warehouse.
- 2.1.13. At the request of the Client, provide a copy of the order of the territorial subdivision of the authorized body in the field of customs affairs on the inclusion of the Company in the Register of owners of temporary storage warehouses;
- 2.1.14. Issue to the Client an invoice for payment, an invoice and an act of work performed in accordance with the procedure and terms provided for by the tax legislation of the Republic of Kazakhstan, as well as, at the request of the Client, quarterly provide a reconciliation report of mutual settlements;

2.2. The Company has the right to:

- 2.2.1. Demand and receive from the Client the documents and information provided for by Customs legislation necessary for the delivery of Goods from a temporary storage warehouse;
 - 2.2.2. Demand payment for the services provided by the Company to the Client and reimbursement of the costs of storage of Goods, as well as for the implementation of additional operations.
 - 2.2.3. Hold the Client's stored Goods until they make full payment for the services provided for in clause 2.2.2 of this Agreement, including in the case of partial payment, if the cost of the services actually rendered exceeds the amount of the advance payment made by the Client;
 - 2.2.4. Refuse to perform this Agreement in cases where the Client or the carrier has concealed the dangerous nature of the Goods, or specific (special) properties and (or) storage conditions of the Goods;
 - 2.2.5. Demand and receive payment for the storage of detained and (or) unclaimed Goods which storage period has expired, in accordance with the Customs legislation and other regulatory legal acts of the Republic of Kazakhstan.
 - 2.2.6. Unilaterally refuse to fulfill the condition of the Agreement in whole or in part, if the action (or inaction) of the Client leads (or may lead) to violations of the requirements of Customs and (or) other legislation, requirements and (or) conditions of this Agreement.
- 2.3. The Client is obliged to:
- 2.3.1. Submit to the Company the documents and information provided for by the Customs legislation and other regulatory legal acts of the Republic of Kazakhstan necessary for the delivery of Goods from a temporary storage warehouse;
 - 2.3.2. Timely make payments for the services provided by the Company and reimburse the costs of storing Goods, carrying out loading and unloading operations and additional operations.

2.3.3. Carry out the actions provided for by the Customs legislation and other regulatory legal acts of the Republic of Kazakhstan on the declaration of Goods (cargo) placed in a temporary storage warehouse and receive the Goods before the expiration of the deadline for temporary storage.

2.3.4. Provide the Company with the contact details of the consignee (e-mail address / mobile phone number) and, in case of a change, inform the Company about it.

2.4. The Client has the right to:

2.4.1. Perform the usual operations necessary to ensure preservation in an unchanged state on Goods in temporary storage, including inspecting and measuring goods.

2.4.2. Request and receive from the Company information and documents provided for by Customs legislation and this Agreement in relation of Goods placed in temporary storage.

2.4.3. In case of loss or damage of Goods placed in temporary storage, by the fault of the Company, demand compensation for real damage in accordance with the procedure provided for by the legislation of the Republic of Kazakhstan.

3. Terms of the Agreement conclusion

3.1. Publication (placement) of the text of this Agreement on the website at the following address: <http://www.alaport.com/> is a public offer of the Company addressed to an indefinite circle of persons to conclude this Agreement (Articles 395-397 of the Civil Code of the Republic of Kazakhstan).

3.2. This Agreement is public in accordance with Article 387 of the Civil Code of the Republic of Kazakhstan.

4. Procedure and terms of payment

4.1. The Client pays the cost of the Company's services in accordance with the tariffs established by the Company's regulatory act and posted on the Company's official Internet resource, no later than the date of delivery of the Goods from the temporary storage warehouse.

4.2. Payment for the Company's services can be made in cash and by non-cash payment in accordance with the legislation of the Republic of Kazakhstan, as well as by making an advance payment to the Company's settlement account.

5. Responsibility of the Parties

5.1. The Company and the Client are responsible for non-fulfillment or improper fulfillment of obligations under this Agreement, the parties are responsible in accordance with the legislation of the Republic of Kazakhstan.

5.2. The Parties are released from liability for non-fulfillment of obligations under this Agreement in case of emergencies, as well as circumstances caused by force majeure (natural phenomena, disasters, the introduction of a state of emergency, etc.), which resulted in the impossibility of fulfilling obligations.

5.3. The limits of the Company's liability to the carrier and the Company's liability for loss, shortage and damage caused as a result of loss, damage or harm to Goods (cargo) placed in temporary storage, from the moment of its placement until the release to the Client, is carried out in accordance with the norms of the international Conventions ratified by the Republic of Kazakhstan:

- The Convention for the unification of certain rules regarding international air transportation, Warsaw, October 12, 1929 and the Protocol on amendments to the Convention, Hague, September 28, 1955. The Republic of Kazakhstan has ratified the Convention and Protocol in accordance with the Law of the Republic of Kazakhstan dated June 25, 2001 № 215-II, which entered into force on November 28, 2002; and

- The Convention for the unification of certain rules of international air transportation, Montreal, May 28, 1999. The Republic of Kazakhstan has ratified the Convention in accordance with the Law of the Republic of Kazakhstan dated March 19, 2015 № 297-V LRK. Claims for loss, shortage and damage caused as a result of loss, damage or harm to Goods (cargo) placed in temporary storage, the Client has the right to present only to the carrier.

- 5.4. The Company is not liable if the loss, shortage or damage of Goods (cargo) occurred due to the actions or omissions of the Client or carrier, defects in containers or packaging, receipt of Goods to the Warehouse without specifying in the accompanying documents its special properties, storage conditions or precautions during loading and unloading, as well as natural loss of Goods.
- 5.5. The Company is not liable if the Client's claim for the loss, shortage or damage of Goods stored in the Warehouse, was declared after receiving the Goods from the Warehouse and the recipient's signature on the acceptance of the Goods in proper condition and quantity.
- 5.6. The Company does not bear the responsibility and obligations arising from this Agreement, which may arise as a result of temporary storage of Goods prohibited for entering the customs territory of the Eurasian Economic Union and transportation in accordance with the legislation of the Republic of Kazakhstan and international treaties ratified by the Republic of Kazakhstan, or false indication of information about the quantity, weight and nature (name) Goods, quality of its packaging in transport and (or) shipping documents, as well as on the cargo itself or packaging, containers.
- 5.7. The Client is liable in accordance with the legislation of the Republic of Kazakhstan for non-fulfillment and (or) improper fulfillment of the obligations provided for in this Agreement.
- 5.8. The Company **is not** responsible for non-receipt or failure to inform about the arrival of the Goods (cargo).

6. Term of the Contract

- 6.1. The Agreement comes into force from the moment of its publication in the mass media.
- 6.2. The Agreement is considered concluded for an indefinite period and is valid until the Parties fulfill their obligations.