

Federal Law of 30.06.2003 N 87-FZ (as amended on 18.03.2020)

“On forwarding activities”

THE RUSSIAN FEDERATION
THE FEDERAL LAW
ABOUT TRANSPORTATION AND FORWARDING ACTIVITIES

Accepted by The State Duma (*Parliament*)

June 11, 2003

Chapter 1. GENERAL PROVISIONS

Article 1. Subject of regulation of this Federal Law

1. This Federal Law determines the procedure for carrying out transport and forwarding activities - the procedure for providing services for organizing the carriage of goods by any means of transport and the execution of shipping documents, documents for customs purposes and other documents necessary for the carriage of goods (hereinafter - forwarding services).

The terms of the freight forwarding agreement not provided for by this Federal Law, other federal laws or other regulatory legal acts of the Russian Federation adopted in accordance with the Civil Code of the Russian Federation are determined by the parties to the freight forwarding agreement (the freight forwarder and the client).

2. The provisions of this Federal Law do not apply to transport and forwarding activities carried out in the field of postal communications.

Article 2. Rules of transport and forwarding activities

1. The rules of transport and forwarding activities are approved by the Government of the Russian Federation.

2. The rules of transport and forwarding activities are determined by:

- a list of forwarding documents (documents confirming the conclusion of a freight forwarding agreement);
- requirements for the quality of forwarding services;
- the procedure for the provision of forwarding services.

Chapter 2. RIGHTS AND OBLIGATIONS OF THE FORWARDER AND THE CLIENT

Article 3. Rights of the forwarder and the client

1. The forwarder has the right to deviate from the instructions of the client, if only it is necessary in the interests of the client and the forwarder, due to circumstances beyond his control, could not preliminarily request the client in the manner specified by the agreement about his consent to such a deviation or receive a response to his request within 24 hours.

If the client's instructions are inaccurate or incomplete or do not correspond to the freight forwarding agreement and the freight forwarder, due to circumstances beyond his control, was not able to clarify

the client's instructions, the freight forwarder provides forwarding services based on the interests of the client.

2. In the event that the contract of freight forwarding does not provide otherwise, the forwarder has the right to choose or change the mode of transport, the route of carriage of goods, the sequence of transportation of goods by various modes of transport based on the interests of the client. In this case, the freight forwarder is obliged to immediately notify the client in the manner prescribed by the contract about the changes made in accordance with this paragraph.

3. The forwarder, if it is provided for by the freight forwarding agreement, has the right to withhold the cargo at his disposal until payment of remuneration and reimbursement of expenses incurred by him in the interests of the client or until the client provides proper security for the performance of his obligations in terms of payment of remuneration and reimbursement of expenses incurred by him. In this case, the client also pays the costs associated with the retention of the property.

The client bears responsibility for damage to the cargo as a result of its retention by the forwarder in the cases provided for in this clause.

4. The forwarder shall have the right not to start fulfilling the duties stipulated by the freight forwarding agreement until the client submits the necessary documents, as well as information about the properties of the cargo, the conditions of its carriage and other information necessary for the forwarder to fulfill his duties. In the event that incomplete information is provided, the forwarder is obliged to request from the client the necessary additional data in the manner prescribed by the transport forwarding agreement.

4.1. The freight forwarder, in accordance with Article 932 of the Civil Code of the Russian Federation, has the right to insure the risk of his liability for violation of the freight forwarding agreement.

5. Abolished. - Federal Law of 06.07.2016 N 374-FZ.

6. The client has the right to :

- to choose the route of the cargo and the mode of transport;
- to demand from the forwarder, if it is provided for by the contract of transport expedition, to provide information on the process of carriage of goods
- to give instructions to the forwarder in accordance with the contract of transport forwarding.

Article 4. Obligations of the freight forwarder

1. The forwarder is obliged to provide services in accordance with the contract of transport forwarding. When concluding a freight forwarding agreement, the forwarder is obliged to check the accuracy of the necessary information provided by the client (data about an individual or information about a legal entity acting as a party to the freight forwarding agreement), and then reflect it in the agreement. It is not allowed to enter such information into the freight forwarding agreement without checking its reliability.

2. If there is no possibility of a preliminary request to deviate from the instructions of the client or if the response to such a request is not received by the forwarder within 24 hours, the forwarder is obliged to notify the client of the deviations as soon as notification becomes possible, in the manner specified by the contract.

3. A freight forwarder providing services to a client for personal, family, household or other needs not related to the client's entrepreneurial activities is obliged to provide, upon his request, the information provided for by the legislation of the Russian Federation on consumer protection.

4. When accepting the cargo, the forwarder is obliged to check the accuracy of the necessary documents submitted by the client, as well as information about the properties of the cargo, about the conditions of its carriage and other information necessary for the forwarder to fulfill the obligations stipulated by the freight forwarding agreement, and then issue the forwarding document to the client and present the originals to the client contracts concluded by the freight forwarder in accordance with the transport forwarding agreement on behalf of the client on the basis of a power of attorney issued by him.
5. The freight forwarder has no right to conclude a cargo insurance contract on behalf of the client, unless it is expressly provided for by the freight forwarding contract.

Article 5. Obligations of the client

1. The client is obliged to promptly provide the forwarder with complete, accurate and reliable information about the properties of the cargo, the conditions of its carriage and other information necessary for the forwarder to fulfill the obligations stipulated by the freight forwarding agreement, and the documents required for the implementation of customs, federal state transport supervision and others. types of state control (supervision).
2. The client is obliged to pay the remuneration due to the forwarder in accordance with the procedure stipulated by the transport forwarding agreement, as well as reimburse the costs incurred by him in the interests of the client.

Chapter 3. LIABILITY OF THE FORWARDER AND THE CLIENT

Article 6. General grounds for liability

1. For non-fulfillment or improper fulfillment of obligations stipulated by the freight forwarding agreement and this Federal Law, the forwarder and the client are liable on the grounds and in the amount determined in accordance with Chapter 25 of the Civil Code of the Russian Federation, this Federal Law and other federal laws.
2. If the forwarder proves that the violation of the obligation was caused by improper performance of the contract of carriage, the responsibility of the forwarder who has entered into the contract of carriage to the client is determined on the basis of the rules according to which the respective carrier is responsible to the forwarder.
3. In the provision of forwarding services related to the carriage of goods in international traffic, and the use of the relevant forwarding documents, the limit of the forwarder's liability for failure to fulfill or improper fulfillment of the obligations provided for by the forwarding agreement may not exceed 666.67 units of account per place or other unit shipment, with the exception of the forwarder's liability provided for by paragraph 2 of Article 9 of this Federal Law.
For the purposes of this Federal Law, in the provision of forwarding services related to the carriage of goods in international traffic, the unit of account is understood as a unit of special drawing right determined by the International Monetary Fund. The value of the ruble in units of special drawing right is calculated in accordance with the valuation method applied by the International Monetary Fund at the relevant date for its operations and transactions. In accordance with the value of the ruble in units of the special drawing right, the translation into rubles is carried out on the date of the court decision or on the date established by agreement of the parties.
4. The rules for limiting liability provided for in paragraph 3 of this article and paragraph 2 of article 7 of this Federal Law shall not apply unless the forwarder proves that the loss, shortage or damage

(deterioration) of the cargo accepted for forwarding did not arise as a result of his own action or his own inaction, committed intentionally or by gross negligence.

5. In the event of a unilateral refusal to execute the transport forwarding agreement, the client or the forwarder shall compensate the other party for the losses caused by the termination of the agreement and pay a fine in the amount of ten percent of the costs incurred by the forwarder or the client.

Article 7. Grounds and extent of the freight forwarder's liability to the client for loss, shortage or damage (spoilage) of cargo

1. The freight forwarder shall be liable to the client in the form of compensation for real damage for the loss, shortage or damage (spoilage) of the cargo after its acceptance by the forwarder and before the delivery of the cargo to the recipient specified in the freight forwarding agreement, or to a person authorized by him, unless he proves that the loss, shortage or damage (spoilage) of the cargo occurred due to circumstances that the forwarder could not prevent and the elimination of which did not depend on him, in the following amounts:

1) for the loss or shortage of cargo accepted by the forwarder for carriage with a declaration of value, in the amount of the declared value or part of the declared value, proportional to the missing part of the cargo;

2) for the loss or shortage of cargo accepted by the forwarder for transportation without declaring value, in the amount of the actual (documented) value of the cargo or its missing part;

3) for damage (spoilage) of cargo accepted by the forwarder for carriage with a declaration of value, in the amount of the amount by which the declared value has decreased, and if it is impossible to restore the damaged cargo in the amount of the declared value;

4) for damage (spoilage) of cargo accepted by the freight forwarder for transportation without declaring value, in the amount by which the actual (documented) value of the cargo has decreased, and if it is impossible to restore the damaged cargo in the amount of the actual (documented) value of the cargo.

2. In the provision of forwarding services related to the carriage of goods in international traffic, the forwarder's liability for loss, shortage or damage (spoilage) of the goods, provided for in this article, may not exceed two units of account per kilogram of the total weight of the lost, missing or damaged (spoiled) cargo, if the higher amount is not reimbursed by the person for whom the freight forwarder is responsible.

3. The contract of freight forwarding may establish that along with compensation for real damage caused by loss, shortage or damage (spoilage) of the cargo, the freight forwarder returns to the client the previously paid remuneration, if it is not included in the value of the cargo, in an amount proportional to the value of the lost, missing or damaged (spoiled) cargo.

4. Along with compensation for real damage and return to the client of the remuneration paid by him to the forwarder in the amount established by this article, the forwarder is obliged to reimburse the client for lost profits in connection with the loss, shortage or damage (spoilage) of the goods that occurred through the fault of the forwarder.

5. In the provision of forwarding services related to the carriage of goods in international traffic, the lost profit shall be reimbursed in full, but not more than in the amount of liability established by this Federal Law.

6. The actual (documented) value of the cargo is determined based on the price specified in the contract or the seller's invoice, and in its absence, based on the average price for a similar product that existed

in the place where the cargo was to be delivered, on the day of voluntary satisfaction of such a requirement or, if the demand was not voluntarily satisfied, on the day of the court decision.

7. The cargo is considered lost if it has not been issued after thirty days from the date of expiration of the delivery time specified in the freight forwarding agreement, or, if such a term is not specified in the agreement, within a reasonable time required for delivery of the cargo and calculated from the date of acceptance by the forwarder cargo for transportation. The cargo that was delivered, but was not issued to the consignee specified in the transport forwarding agreement, or to a person authorized by him due to non-payment of the remuneration due to the freight forwarder, is not considered lost if the freight forwarder has timely notified the client about the provision of forwarding services in the manner prescribed by the freight forwarding agreement.

Article 8. Notification of loss, shortage or damage (spoilage) of cargo

1. In the event that during the delivery of the goods the consignee specified in the transport forwarding agreement or his authorized person did not notify the forwarder in writing about the loss, shortage or damage (spoilage) of the cargo and did not indicate the general nature of the shortage or damage (spoilage) of the cargo, it is considered, unless proven otherwise, that they received the cargo intact.

2. In the event that the loss, shortage or damage (spoilage) of the cargo could not be established when accepting the cargo in the usual way, such a notification to the forwarder may be made no later than within thirty calendar days from the date of receipt of the cargo. The date of notification is the date on which the freight forwarder receives such notification.

Article 9. Grounds and amount of the forwarder's liability for violation of the deadline for the fulfillment of obligations under the contract of freight forwarding

1. The forwarder shall reimburse the losses caused to the client by the violation of the deadline for fulfilling the obligations under the transport forwarding agreement, unless otherwise provided by the specified agreement and the forwarder proves that the violation of the deadline was due to force majeure circumstances or through the fault of the client.

2. For violation of the established deadline for the fulfillment of obligations under the transport forwarding agreement, if the client is an individual who uses the services of the forwarder for personal, family, household and other needs not related to the client's business activities, the forwarder shall pay the client for every day (with incomplete days are considered full) or an hour (if the period is indicated in hours) delays penalty in the amount of three percent, but not more than eighty percent of the amount of remuneration due to the forwarder, and also compensates for losses caused to the client by violation of the deadline for fulfilling obligations under the contract, if he does not prove that violation of the term occurred due to force majeure circumstances or through the fault of the client.

Article 10. Grounds and extent of the client's liability to the freight forwarder

1. The client is responsible for losses caused to the forwarder in connection with failure to fulfill the obligation to provide information specified in this Federal Law.

If it is proved that the client's refusal to pay the costs incurred by the freight forwarder in order to fulfill the obligations stipulated by the freight forwarding agreement is proved to be unreasonable, the client shall pay the freight forwarder, in addition to the specified costs, a fine in the amount of ten percent of the amount of these costs.

2. The client is responsible for the late payment of remuneration to the forwarder and reimbursement of expenses incurred in the interests of the client in the form of payment of a forfeit in the amount of one tenth of the remuneration to the forwarder and expenses incurred in the interests of the client for each day of delay, but not more than in the amount of the remuneration due to the forwarder and the costs incurred by him in the interests of the client.

Article 11. Agreement on changing the amount of the freight forwarder's liability

1. The contract of freight forwarding may provide for a higher amount of the forwarder's liability in comparison with the amount of liability established by this Federal Law or an international treaty of the Russian Federation.

2. An agreement on the elimination of the freight forwarder's property liability or reduction of its size established by this Federal Law is void.

Chapter 4. CLAIMS AND LAWSUITS

Article 12. Claims and lawsuits against the freight forwarder

1. Prior to filing a lawsuit against the freight forwarder arising from the freight forwarding agreement, it is mandatory to file a claim with the freight forwarder, except for filing a lawsuit in the provision of forwarding services for personal, family, household and other needs not related to the client's entrepreneurial activities.

2. The right to file a claim and lawsuit against the freight forwarder shall be vested in the client or a person authorized by him to file a claim and lawsuit, the consignee of the cargo specified in the freight forwarding agreement, as well as the insurer who has acquired the right of subrogation.

3. The claim is made in writing. A claim for loss, shortage or damage (spoilage) of cargo must be accompanied by documents confirming the right to file a claim and documents confirming the quantity and value of the shipped cargo, in the original or certified copies thereof.

4. Claims against the forwarder may be submitted within six months from the date of the emergence of the right to file a claim. The specified period is calculated in relation to:

- compensation for losses for the loss, shortage or damage (spoilage) of the cargo from the day following the day when the cargo is to be issued;
- compensation for losses caused to the client by violation of the deadline for fulfilling obligations under the transport forwarding agreement, from the day following the last day of the contract, unless otherwise determined by the parties;
- violation of other obligations arising from the contract of transport forwarding, from the day when the persons specified in paragraph 2 of this article learned or should have learned about such violations.

5. The forwarder is obliged to consider the claim and notify the applicant in writing of the satisfaction or rejection of the claim within thirty days from the date of its receipt.

In case of partial satisfaction or rejection by the forwarder of the claim against him, the notification to the applicant must indicate the grounds for the decision taken. In this case, the documents submitted together with the claim are returned to the applicant.

6. The forwarder has the right to accept the claim for consideration after the expiration of the period specified in this article, if the reason for missing the period for filing the claim is recognized by him as valid.

Article 13. Limitation of actions

For claims arising from a forwarding contract, the limitation period is one year. The specified period is calculated from the date of the emergence of the right to bring a claim.

Article 14. Entry into force of this Federal Law

1. This Federal Law shall enter into force on the day of its official publication.
2. For obligations related to the provision of forwarding services and arising before the entry into force of this Federal Law, the provisions of this Federal Law shall apply to those rights and obligations that arise after its entry into force.

The president
Russian Federation
V. PUTIN
Moscow Kremlin
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