

№ 1453 /14-7

22 жовтня 2019 року

Стосовно справи АС № 567к/2014

Ліквідатору ТОВ «Аджалик Трейд»
Шевченку В.Є. (Україна)

У зв'язку з Вашим клопотанням вих. № 1ДТ від 12 червня 2019 року, яке надійшло до Міжнародного комерційного арбітражного суду при Торгово-промисловій палаті України 16 жовтня 2019 року, повідомляємо, що Ваше прохання про заміну сторони-стягувача у рішенні МКАС при ТПП України по справі АС № 567к/2014 від 4 березня 2015 року (у зв'язку із зміною назви та адреси позивача) не може бути задоволене, оскільки питання про заміну сторони у рішенні вирішується на стадії примусового виконання рішення (в ході виконавчого провадження), в якій МКАС при ТПП України участі не бере.


Дія мандата Арбітражного суду, який виніс арбітражне рішення, згідно з пунктом 3 статті 32 Закону України «Про міжнародний комерційний арбітраж» припиняється одночасно з припиненням арбітражного розгляду, тобто з моменту винесення рішення у справі.

Рішення у справі АС № 567к/2014 було винесено 4 березня 2015 року, а зміна найменування та адреса реєстрації позивача згідно з наданим Вами Статутом ТОВ «Аджалик Трейд» відбулася 23 лютого 2016 року, тобто вже після закінчення дії мандата Арбітражного суду по справі АС № 567к/2014.

Надсилаємо Вам дублікат довідки МКАС при ТПП України № 4665/14-6 від 24 червня 2015 року, яка була видана ТОВ «Морський перевантажувально-складський комплекс «Боріваж» (з додатками).

Додаток: за текстом на 7 аркушах.

Генеральний секретар
МКАС при ТПП України



З.В. Литвиненко



**МІЖНАРОДНИЙ КОМЕРЦІЙНИЙ АРБІТРАЖНИЙ СУД
при ТОРГОВО-ПРОМИСЛОВІЙ ПАЛАТІ УКРАЇНИ**

INTERNATIONAL COMMERCIAL ARBITRATION COURT
AT THE UKRAINIAN CHAMBER OF COMMERCE AND INDUSTRY
COUR INTERNATIONALE COMMERCIALE D'ARBITRAGE AUPRÈS DE LA CHAMBRE DE COMMERCE
ET D'INDUSTRIE DE L'UKRAINE
INTERNATIONALES KOMMERZIELLES SCHIEDSGERICHT BEI DER HANDELS- UND
INDUSTRIEKAMMER DER UKRAINE
CORTE INTERNACIONAL COMERCIAL DE ARBITRAJE ANEXA A LA CÁMARA DE COMERCIO E
INDUSTRIA DE UCRANIA

вул. Велика Житомирська, 33, 01601, м. Київ, МСП, Україна,
Телефон: 270-51-87 (секретаріат), 272-33-00 (Голова)
Факс: 272-33-53, e-mail: icac@uccl.org.ua
http://www.uccl.org.ua
Розрахунковий рахунок № 260020128332 в Укресімбанку
м. Києва, МФО 322313, код ОКПО 00016934

33, vul. Velyka Zhytomyrska, Kyiv, 01601, Ukraine
Phone: (044) 270-51-87 (Secretariat), (044) 272-33-00 (President)
Fax: (044) 272-33-53, e-mail: icac@uccl.org.ua
http://www.uccl.org.ua
Current hard currency account No. 260020128332/840
in the Ukreximbank of Kyiv, MFO No. 322313

ДУБЛІКАТ

№ 4665/14-6

24 червня 2015 року
Компетентному суду за місцем
виконання рішення

Д О В І Д К А

Міжнародний комерційний арбітражний суд при Торгово-промисловій палаті України підтверджує, що його рішення по справі АС № 567к/2014 від 4 березня 2015 р. про стягнення з «BRAMLAW HOLDINGS LIMITED» (Республіка Кіпр) на користь Товариства з обмеженою відповідальністю «МОРСЬКИЙ ПЕРЕВАНТАЖУВАЛЬНО-СКЛАДСЬКИЙ КОМПЛЕКС «БОРІВАЖ» (Україна) 3064033,52 доларів США є згідно із ст. 32 Закону України «Про міжнародний комерційний арбітраж» остаточним та набуло законної сили з дати його винесення – 4 березня 2015 року.

Відповідач по справі – «BRAMLAW HOLDINGS LIMITED» (Республіка Кіпр) – був належним чином повідомлений про всі стадії арбітражного розгляду, зокрема, йому вручені:

09.12.2014 р. – позовні матеріали, Регламент і Список арбітрів МКАС при ТПП України, надіслані кур'єрською поштою DHL за авіанакладною № 2451114083 від 04.12.2014 р. (згідно з листом кур'єрської пошти DHL від 10.12.2014 р.);

10.02.2015 р. – повістка із зазначенням дати, часу, місця проведення засідання, складу Арбітражного суду, надіслана кур'єрською поштою DHL за авіанакладною № 6274751136 від 30.01.2015 р. (згідно з листом кур'єрської пошти DHL від 12.02.2015 р.);

18.03.2015 р. – рішення МКАС при ТПП України від 4 березня 2015 р., надіслане кур'єрською поштою DHL за авіанакладною № 9501903353 від 13.03.2015 р. (згідно з листом кур'єрської пошти DHL від 18.03.2015 р.).

Додаток: завірені ксерокопії авіанакладних кур'єрської пошти DHL №№ 2451114083, 6274751136, 9501903353, листів кур'єрської пошти DHL від 10.12.2014 р., від 12.02.2015 р., від 18.03.2015 року.

Голова МКАС
при ТПП України

М. Селівон



М.Ф. Селівон

Shipment Receipt

(DHL Connect v3.3)

ACN 5672/14

ног. мод. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

DHL
EXPRESS

Shipment From

CHAMBER OF COMMERCE OF UKRAINE
TETIANA SHOFFA
33, V. ZHYTOMYRSKA STR.,
5 FL, OFF.521

KYIV 04053
Ukraine
380442722920

Shipment To

BRAMLAW HOLDINGS LIMITED

73 Ivykou Street

Limassol 3081
Cyprus

Shipment Details

Date of Shipment : 04.12.2014
Airwaybill Number : 2451114083
Service Type : EXPRESS WORLDWIDE (DOC)
Packaging Type : DHL Flyer
Number of Pieces : 1
Total Weight : 0,50 kg(s)
Dimensional Weight : 0 kg(s)
Chargeable Weight : 0,5 kg(s)
Insured Amount : NO
Estimated Charge* : UAH492,10

Billing Information

Payment Type : Shipper Account
Billed Account : 381003441
Expiration Date : N/A

Special Services

Reference Information

Reference :

Description of Contents

dox

International Information

Declared Value : 0,00 UAH
Duties and Taxes : Paid by Recipient
Deliver Duty Paid? : No

1E-12

DEC 2014

| |
|--------------|
| PICKED UP BY |
| Date No. |
| Time |
| Date |

This is a summary of our main terms and conditions. Our full terms and conditions are on display and available from DHL Service Centers

About our Terms and Conditions

1. Our contract with you
These terms and conditions are all the terms of the contract between you and DHL. When you give us your shipment, you accept our terms both for yourself and for anyone else who has an interest in the shipment. Our terms and conditions also protect anyone who we may contract to collect, transport, or deliver your shipment. No employee of DHL or anyone else has any authority to change any of our terms or conditions, or make any promise on our behalf.

2. What 'shipment' means
Shipment means all documents or parcels that travel under one airwaybill. You certify that shipment details are complete and accurate.

3. International Shipments
You appoint us as your agent to conduct Customs clearance and entry and certify DHL as consignee solely for this purpose of designating a Customs broker to perform Customs clearance and entry.

4. Shipments we do not accept
We do not accept as a shipment anything that:

is restricted by IATA (International Air Transport Association) or ICAO (International Civil Aviation Organization),
we decide we cannot transport safely or legally including, but not limited to:

Animals, Liquor, Perishables, Precious Stones,
Currency, Plants, Precious Metals, Negotiable Items in Bearer Form

5. Inspection and Charging
We agree that we may open and inspect a shipment for any reason at any time. We charge according to the higher of actual or volumetric/dimensional weight.

If you have asked us to bill the receiver or a third party we agree to pay all shipment charges, and destination duties and taxes, this shipment if the receiver or third party does not pay

7. Claims:
If you wish to claim for a lost (includes misdelivered) or damaged shipment.
- you must claim in writing
- we must receive your claim in 30 days from the date that we accepted your shipment.
- please send or take your claim to your nearest DHL office
Please note: we will not deal with a claim until all shipment and any other charges have been paid.

What we are liable for

8. Extent of our liability
(Subject to conditions 11 and 13). In respect of any one shipment, our liability for any loss or damage, however occasioned, is limited to the lowest of these three amounts:

- U.S. \$100; or
- the actual amount of any loss or damage suffered by you; or
- the actual value of the shipment. This does not include any commercial value or special value to you or any other person.

9. What we mean by 'actual value'
The lowest of the following amounts, determined as at the time and place we accepted the shipment:

- Documents**
- the cost of repairing or replacing the document, or
 - the cost of reconstructing or reconstituting the document.

- Parcels**
- the cost of repairing or replacing the parcel, or
 - the resale or fair market value of the parcel
- the actual value of a parcel cannot be more than the original cost to you plus 10 per cent.

Shipment Insurance

10. We recommend that you take out shipment insurance. We can arrange

What we are not liable for

11. Delayed shipments
We shall make every reasonable effort to deliver your shipment according to our normal delivery schedules but these are not guaranteed and do not form part of this contract. We are not liable for any delays.

12. Circumstances beyond our control
We are not liable if a shipment is lost, damaged, or misdelivered because of circumstances beyond our control. These include:

- 'Acts of God', for example earthquake, cyclone, storm or flood
- 'Force Majeure', for example war, plane crash, or embargo
- any defect or characteristic to do with the nature of the shipment, even if known to us when we accepted it.
- any action or omission by anyone outside DHL. For example:
 - the sender of the shipment
 - the receiver
 - an interested third party
 - Customs or other Government officials
 - the Postal Service, other carrier or other third party who we contract to serve locations that we do not serve directly. We are not liable even if the sender did not ask for or know about a third party arrangement.

We are also not liable for electrical or magnetic damage to, or erasure of electronic or photographic images or recordings.

13. Consequential damages
We are not liable for the following, whether they arise in contract or any other form of civil action, including negligence, and even if they are our fault.

- consequential or special damages or loss
 - other indirect loss
 - breach of other contracts
- Consequential damages or loss include, but are not limited to, lost income, profits, interests, markets, and use of contents.

Warsaw Convention

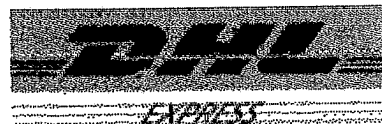
Копія вірна

Генеральний секретар

МКАС при ТПП України

З.В. Литвиненко

All charges shown are an estimate on



10/12/2014

Уважаемые господа!

От имени компании ОАО "ДХЛ Интернешнл Украина" позвольте выразить Вам свое почтение и сообщить следующую информацию относительно корреспонденции, отправленной Вами по авианакладной ДХЛ № 2451114083 от 4 декабря 2014 года на Кипр.

Отправление было доставлено получателю по адресу, указанному на авианакладной, 9 декабря 2014 года в 12 часов 45 минут по местному времени и вручено CONSTANTIA.

По всем вопросам, касающимся данного отправления или будущих отправок через компанию АО "ДХЛ Интернешнл Украина", пожалуйста, звоните по телефону +38 044 461 7500.

С уважением,

Алла Павлюченко
Отдел обслуживания
АО "ДХЛ Интернешнл Украина"



Копія вірна

Генеральний секретар
МКАС при ТПП України



З.В. Литвиненко

Shipment Receipt

(DHL Connect v3.3)

ACN 567K/14
нобіємка



Shipment From

CHAMBER OF COMMERCE OF UKRAINE
TETIANA SHOFFA
33, V. ZHYTOMYRSKA STR.,
5 FL, OFF.521

KYIV 04053
Ukraine
380442722920

Shipment To

BRAMLAW HOLDINGS LIMITED

73 Ivykou Street
ACN 567K/14

Limassol 3081
Cyprus

Shipment Details

Date of Shipment : 30.01.2015
Airwaybill Number : 6274751136
Service Type : EXPRESS WORLDWIDE (DOC)
Packaging Type : DHL Flyer
Number of Pieces : 1
Total Weight : 0,50 kg(s)
Dimensional Weight : 0 kg(s)
Chargeable Weight : 0,5 kg(s)
Insured Amount : NO
Estimated Charge* : UAH548,43

Billing Information

Payment Type : Shipper Account
Billed Account : 381003441
Expiration Date : N/A

Special Services

Reference Information

Reference :

Description of Contents

dox

International Information

Declared Value : 0,00 UAH
Duties and Taxes : Paid by Recipient
Deliver Duty Paid? : No

This is a summary of our main terms and conditions. Our full terms and conditions are on display and available from DHL Service Centers

About our Terms and Conditions

1. Our contract with you

These terms and conditions are all the terms of the contract between you and DHL. When you give us your shipment, you accept our terms both for yourself and for anyone else who has an interest in the shipment. Our terms and conditions also protect anyone who we may contract to collect, transport, or deliver your shipment. No employee of DHL or anyone else has any authority to change any of our terms or conditions, or make any promise on our behalf.

2. What 'shipment' means

'Shipment' means all documents or parcels that travel under one airwaybill. You certify that shipment details are complete and accurate.

3. International Shipments

You appoint us as your agent to conduct Customs clearance and entry and certify DHL as consignee solely for this purpose of designating a Customs Broker to perform Customs clearance and entry.

4. Shipments we do not accept

We do not accept as a shipment anything that:

- Is restricted by IATA (International Air Transport Association) or ICAO (International Civil Aviation Organization).
- We decide we cannot transport safely or legally including, but not limited to:

Animals Liquor Perishables Precious Stones
Currency Plants Precious Metals Negotiable Items in Bearer Form

5. Inspection and Charging

You agree that we may open and inspect a shipment for any reason at any time. We charge according to the higher of actual or volumetric/dimensional weight.

6. If you have asked us to bill the receiver or a third party
You agree to pay all shipment charges, and destination duties and taxes, for this shipment if the receiver or third party does not pay

7. Claims:

If you wish to claim for a lost (includes misdelivered) or damaged shipment.

- you must claim in writing
 - we must receive your claim in 30 days from the date that we accepted your shipment.
 - please send or take your claim to your nearest DHL office
- Please note: we will not deal with a claim until all shipment and any other charges have been paid.

What we are liable for

8. Extent of our liability

(Subject to conditions 11 and 13). In respect of any one shipment, our liability for any loss or damage, however occasioned, is limited to the lowest of these three amounts:

- U.S. \$100; or
- the actual amount of any loss or damage suffered by you; or
- the actual value of the shipment. This does not include any commercial value or special value to you or any other person.

9. What we mean by 'actual value'

The lowest of the following amounts, determined as at the time and place we accepted the shipment:

Documents

- the cost of repairing or replacing the document, or
- the cost of reconstructing or reconstituting the document.

Parcels

- the cost of repairing or replacing the parcel, or
 - the resale or fair market value of the parcel
- the actual value of a parcel cannot be more than the original cost to you plus 10 per cent.

Shipment Insurance

10. We recommend that you take out shipment insurance. We can arrange

Копія вірна

What we are not liable for

11. Delayed shipments

We shall make every reasonable effort to deliver your shipment according to our normal delivery schedules but these are not guaranteed and do not form part of this contract. We are not liable for any delays.

12. Circumstances beyond our control

We are not liable if a shipment is lost, damaged, or misdelivered because of circumstances beyond our control. These include:

- 'Acts of God', for example earthquake, cyclone, storm or flood
- 'Force Majeure', for example war, plane crash, or embargo
- any defect or characteristic to do with the nature of the shipment, even if known to us when we accepted it.
- any action or omission by anyone outside DHL. For example:
 - the sender of the shipment
 - the receiver
 - an interested third party
 - Customs or other Government officials
 - the Postal Service, other carrier or other third party who we contract to serve locations that we do not serve directly. We are not liable even if the sender did not ask for or know about a third party arrangement.

We are also not liable for electrical or magnetic damage to, or erasure of electronic or photographic images or recordings.

13. Consequential damages

We are not liable for the following, whether they arise in contract or any other form of civil action, including negligence, and even if they are our fault.

- consequential or special damages or loss
 - other indirect loss
 - breach of other contracts
- Consequential damages or loss include, but are not limited to, lost income, profits, interests, markets, and use of contents.

Генеральний секретар

МКАС при ТПП України

З.В. Литвиненко

* All charges shown are an estimate only



12/02/2015

Уважаемые господа!

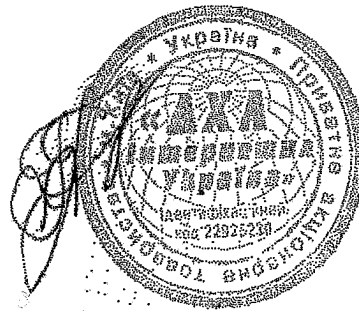
От имени компании АО "ДХЛ Интернешнл Украина" позвольте выразить Вам свое почтение и сообщить следующую информацию относительно корреспонденции, отправленной Вами по авианакладной ДХЛ № 6274751136 от 30 января 2015 года на Кипр.

Отправление было доставлено получателю по адресу, KYRIAKIDES & SAVVIDESSPATHARIKOU 54004 LIMASSOL, 10 февраля 2015 года в 09 часов 31 минуту по местному времени и вручено M THRASIVOULOU.

По всем вопросам, касающимся данного отправления или будущих отправок через компанию АО "ДХЛ Интернешнл Украина", пожалуйста, звоните по телефону +38 044 461 7500.

С уважением,

Алла Павлюченко
Отдел обслуживания
АО "ДХЛ Интернешнл Украина"



Копія вірна

Генеральный секретарь
МКАС при ТПП Украины



З.В. Литвиненко

Shipment Receipt

(DHL Connect v3.3)



Shipment From

CHAMBER OF COMMERCE OF UKRAINE
TETIANA SHOFFA
33, V. ZHYTOMYRSKA STR.,
5 FL, OFF.521

KYIV 04053
Ukraine
380442722920

Shipment To

BRAMLAW HOLDINGS LIMITED

73 Ivykou Street
AC №567κ/14

Limassol 3081
Cyprus

Shipment Details

Date of Shipment : 13.03.2015
Airwaybill Number : 9501903353
Service Type : EXPRESS WORLDWIDE (DOC)
Packaging Type : DHL Flyer
Number of Pieces : 1
Total Weight : 0,50 kg(s)
Dimensional Weight : 0 kg(s)
Chargeable Weight : 0,5 kg(s)
Insured Amount : NO
Estimated Charge* : UAH527,50

Billing Information

Payment Type : Shipper Account
Billed Account : 381003441
Expiration Date : N/A

Special Services

Reference Information

Reference :

Description of Contents

dox

International Information

Declared Value : 0,00 UAH
Duties and Taxes : Paid by Recipient
Deliver Duty Paid? : No

This is a summary of our main terms and conditions. Our full terms and conditions are on display and available from DHL Service Centers

About our Terms and Conditions

Our contract with you.
These terms and conditions are all the terms of the contract between you and DHL. When you give us your shipment, you accept our terms both for yourself and for anyone else who has an interest in the shipment. Our terms and conditions also protect anyone who we may contract to collect, transport, or deliver your shipment. No employee of DHL or anyone else has any authority to change any of our terms or conditions, or make any promise on our behalf.

What 'shipment' means
'Shipment' means all documents or parcels that travel under one airwaybill. You certify that shipment details are complete and accurate.

International Shipments
We appoint you as your agent to conduct Customs clearance and entry and certify DHL as consignee solely for this purpose of designating a Customs broker to perform Customs clearance and entry.

Shipments we do not accept
We do not accept as a shipment anything that:

is restricted by IATA (International Air Transport Association) or ICAO (International Civil Aviation Organization);
we decide we cannot transport safely or legally including, but not limited to:

Animals Liquor Perishables Precious Stones
Currency Plants Precious Metals Negotiable Items in Bearer Form

Inspection and Charging
You agree that we may open and inspect a shipment for any reason at any time. We charge according to the higher of actual or volumetric/dimensional weight.

If you have asked us to bill the receiver or a third party you agree to pay all shipment charges, and destination duties and taxes, on this shipment if the receiver or third party does not pay

7. Claims:

If you wish to claim for a lost (includes misdelivered) or damaged shipment.
- you must claim in writing
- we must receive your claim in 30 days from the date that we accepted your shipment.
- please send or take your claim to your nearest DHL office
Please note: we will not deal with a claim until all shipment and any other charges have been paid.

What we are liable for

8. Extent of our liability

(Subject to conditions 11 and 13). In respect of any one shipment, our liability for any loss or damage, however occasioned, is limited to the lowest of these three amounts:

- U.S. \$100; or
- the actual amount of any loss or damage suffered by you; or
- the actual value of the shipment. This does not include any commercial value or special value to you or any other person.

9. What we mean by 'actual value'

The lowest of the following amounts, determined as at the time and place we accepted the shipment:

Documents

- the cost of repairing or replacing the document, or
- the cost of reconstructing or reconstituting the document.

Parcels

- the cost of repairing or replacing the parcel, or
 - the resale or fair market value of the parcel
- the actual value of a parcel cannot be more than the original cost to you plus 10 per cent.

Shipment Insurance

10. We recommend that you take out shipment insurance. We can arrange insurance for you for up to U.S. \$5 million. But please note that our insurance

shl
cal
YE

Копія вірна

What we are not liable for

11. Delayed shipments

We shall make every reasonable effort to deliver your shipment according to our normal delivery schedules but these are not guaranteed and do not form part of this contract. We are not liable for any delays.

12. Circumstances beyond our control

We are not liable if a shipment is lost, damaged, or misdelivered because of circumstances beyond our control. These include:

- 'Acts of God', for example earthquake, cyclone, storm or flood
- 'Force Majeure', for example war, plane crash, or embargo
- any defect or characteristic to do with the nature of the shipment, even if known to us when we accepted it.
- any action or omission by anyone outside DHL. For example:
 - the sender of the shipment
 - the receiver
 - an interested third party
 - Customs or other Government officials
 - the Postal Service, other carrier or other third party who we contract to serve locations that we do not serve directly. We are not liable even if the sender did not ask for or know about a third party arrangement.

We are also not liable for electrical or magnetic damage to, or erasure of electronic or photographic images or recordings.

13. Consequential damages

We are not liable for the following, whether they arise in contract or any other form of civil action, including negligence, and even if they are our fault.

- consequential or special damages or loss
 - other indirect loss
 - breach of other contracts
- Consequential damages or loss include, but are not limited to, lost income, profits, interests, markets, and use of contents.

Генеральний секретар

All charges shown are an estimate only: МКАС при ТПП України

З.В. Литвиненко





18/03/2015

Уважаемые господа!

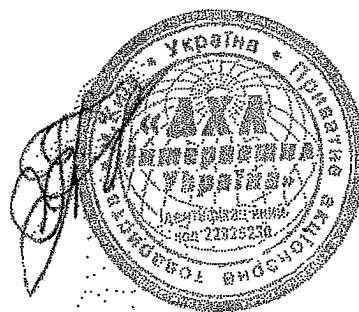
От имени компании АО "ДХЛ Интернешнл Украина" выражаем Вам свое почтение и сообщаем следующую информацию относительно посылки, отправленной Вами по авианакладной ДХЛ № 9501903353 от 13 марта 2015 года на Кипр.

Отправление было доставлено получателю по адресу, указанному на авианакладной, 18 марта 2015 года в 09 часов 18 минут по местному времени и вручено M THRASUVOULOU.

По всем вопросам, касающимся данного отправления или будущих отправок через компанию АО "ДХЛ Интернешнл Украина", пожалуйста, звоните по телефону +38 044 461 7500.

С уважением,

Алла Павлюченко
Отдел обслуживания
АО "ДХЛ Интернешнл Украина"



Копія вірна

Генеральний секретар
МКАС при ТПП України



З.В. Литвиненко

