

**Paid Courier Services Regulations**  
(Approved and made effective by CDEK Courier Service on 07.04.2023)

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Sample Power of Attorney form

**1. Terms and Definitions**

**Funds** shall mean monetary funds.

**PUP** shall mean the pick-up point for receiving orders (and the point for accepting orders).

**Client** shall mean the Sender and/or payer for the services rendered.

**Recipient** shall mean the end recipient of the Shipment. It can also be the payer for the services rendered if the Sender selects this payment option.

**Individual** shall mean a citizen of Georgia or a foreign country, with or without citizenship, vested with rights and obligations by law. The individuals shall act as the subject of legal relationships, shall have legal competence, and because of age and subjective qualities – legal capacity to act.

**Legal entity** shall mean an organization (firm, company), duly and legally registered, vested with rights and obligations by law. Under these Regulations, this category includes individual entrepreneurs (individuals duly registered and conducting entrepreneurial activity without forming a legal entity).

**Online Shop (OS)** shall mean a legal entity or an individual that sells goods or services remotely, offering its customer a choice of payment options, ways of receiving the goods/services and receiving monetary funds for the goods/services.

**Shipment** shall mean addressed written correspondence, parcels and other contents of documentary or non-documentary nature, accepted in individual transportation packages and delivered under one delivery note.

**Delivery Note** shall mean a document prepared for each Shipment, containing information of the name, address and contact telephone numbers of the Sender and Recipient, the nature and properties of the Shipment, the dates of sending and receiving the Shipment, information on additional services and payment procedure, unique number and barcode.

**Barcode (bar code/BC)** shall mean graphical information applied onto the package/package label of the Shipment which can be read by technical devices.

**Mobile App** shall mean the Contractor's software used by the Clients to access the Contractor's services on a mobile phone, a smartphone, a tablet PC, connected to the Internet information and telecommunication network.

**Personal Account (PA) / Main Personal Account** shall mean a web page (or special access area in the Mobile App) on the Contractor's website <https://cdek.ge/> that contains the information about the Client, the number of the Contract for Paid Courier Services, the list of services available to the Client, the actually activated services and rates, that makes it possible for the Client to become aware of the terms and conditions for rendering the services and activating/receiving them, of the statistics data for the scope of the services received at the end of the reporting period as well as providing an option for ordering additional Services. Access to the above-mentioned data and functions is provided with the help of authentication data by the Client entering the login and the password. Information about the identifiers assigned to the Client (the login and the password) is confidential and cannot be disclosed by the Client to any third parties.

The login and the password for accessing the Personal Account are provided to the Client when entering into the Contract. The password is generated automatically by the electronic system; the Client may replace the generated password in the Personal Account. To gain access to the Personal Account, the Contractor shall send the Client an e-mail for registering. In order to complete registration and create a password, the Client shall use the link e-mailed by the Contractor. The Personal Account login shall be the Contract number of the Client's Paid Courier Services.

The Client shall ensure confidentiality and safety of the login and the password, as well as of other data necessary for accessing the Personal Account. Actions performed in the Personal Account accessed using the Client's login and password are considered to be actions performed by the Client personally and/or by its authorised representative in the Client's name and on the Client's behalf. The Client is responsible for any (including unauthorised) actions of third parties executed in the Personal Account accessed using the Client's login and password, and for any consequences of such actions.

The Contractor reserves the right to suspend usage of the Personal Account by the Client without further notice if the Contract is terminated or in other situations, including without limitation the situation when the Contractor suspects unauthorised usage of the Personal Account for illegal purposes.

The Client shall not transmit, hand over, reproduce, provide or use for commercial purposes in any form any information, software or other materials received in full or partially by means of the Personal Account.

Pursuant to Clause 4, Article 69, Clause 1, Article 319 of the Civil Code of Georgia, the Contractor and the Client have agreed upon using an equivalent of the handwritten signature (simple electronic signature). The simple electronic signature is used in accordance with the procedure stipulated by the effective law of Georgia. Acceptance of the terms and conditions of the Contract for Paid Courier Services by the Client by means of signing the Contract with the simple electronic signature is considered equal to acceptance by signing a hard copy of the document with the Client's (the Client's authorised representative's) handwritten signature. Thus, the Client undertakes to fulfil all the responsibilities implied by the conditions and/or documents signed by the simple electronic signature.

The parties acknowledge legal force of the documents, information and messages sent by the Client to the Contractor via the Personal Account as well as acknowledge legal force of any actions for selecting and ordering relevant services in the Client's Personal Account. The Parties also acknowledge as admissible, sufficient and having legal force the fact of pressing buttons to select relevant options in the Personal Account in order to receive services. The Parties acknowledge that an electronic message generated and sent by the Client to the Contractor by means of pressing a button in the Personal Account is considered signed by the Client (an authorised representative of the Client) personally, thus, it constitutes choosing and ordering relevant services with an equivalent of the Client's handwritten signature.

The Contractor and the Client agree that the Parties may make (print out) hard copies of electronic messages signed by an equivalent of the handwritten signature which are to be certified by the authorised person's signature and constitute incontestable evidence of the fact of sending the electronic message via the Personal Account as well as confirm conformity of the electronic message with the content of the copy of the electronic message made (printed out) on paper.

**Contract for Paid Courier Services** shall mean the template of the Public Offer published on the Contractor's website <https://cdek.ge/>.

**Identity Document** shall mean:

- for citizens of Georgia – Passport of a citizen of Georgia, identity card of a citizen of Georgia, Temporary identification document, Certificate of a compatriot residing abroad;
- For foreign citizens – foreign travel passport, for the EAEU citizens – identity card in compliance with the law of the relevant country.

## **2. General Courier Services Provision Regulations**

2.1. Procedure for entering into Contract and effectiveness of these Regulations.

The information published on the Contractor's official website <https://cdek.ge/>, including the Contract for Paid Courier Services (hereinafter referred to as the "Contract") and these Regulations, contains the terms and conditions for rendering courier delivery services for Shipments and constitutes a public offer pursuant to Article 330 of the Civil Code of Georgia.

The Client's acceptance is the procedure of the Client's handing over the Shipment and/or drawing up a delivery note and/or application for the Contractor's services which means complete and unconditional consent of the Client with the terms and conditions of the public offer stated both in the Contract for Paid Courier Services and in these Regulations. The offer acceptance means that the Parties comply with the simple written form of the transaction.

Legal entities and individuals selling goods (and services) remotely shall undertake to confirm entering into the Paid Courier Services Contract in writing using the Contractor's form by compiling a document signed by the Parties (IM type Contract).

Legal entities compiling and ordering Contractor's services pursuant to the General Terms and Conditions for Rendering Courier Services shall confirm entering into the Contract for Paid Courier Services in writing on the Contractor's form by compiling a document signed by the Parties (CS type Contract).

2.2. Rates.

2.2.1. The list of services provided by the Contractor and the terms of their provision are specified in Appendix No. 1 to these Regulations and on the Contractor's website.

2.2.2. The Contractor shall provide services at prices stated on the Contractor's website <https://cdek.ge/> unless another cost of services is established by the Contract executed in writing. The cost of services and goods (where "goods" mean relevant package for Shipments, used to ensure the content safety during its transportation as well as accompanying impulse goods available at the PUP) stated on the Contractor's official website, in the Client's Personal Account and/or in the Mobile App, the "Calculator" section including, are tentative, are of information / reference nature and do not constitute a valid offer.

The final cost of services payable by the Client shall be determined in relation to each particular Shipment, based on the exact value of the physical and/or volumetric weight of the Shipment (Clause 2.2.3. hereof) at the time of handing the corresponding Shipment over to the Contractor to organise the delivery.

2.2.3. The Contractor calculates the cost of services for delivery of the Shipment, based on the highest value of the physical and/or volumetric weight. The weight is rounded upward. The volumetric weight is calculated according to the formula: length (cm) \* width (cm) \* height (cm) / 5,000.

The Contractor is entitled to re-weigh and re-measure the Shipments using special equipment at the PUP, which accepts the Shipment for delivery, in order to confirm correctness of calculating the delivery cost, based on the data about the Shipment weight and/or dimensions, stated by the Client when drawing up the application and/or relevant delivery note.

In case of any data discrepancy, the cost of the service is determined on the basis of the largest volumetric or physical weight of the Shipment, as determined by the Contractor, and the Client pays for the Shipment delivery based on the cost, calculated by the Contractor. If the Shipment consists of several packages, the cost for each package is calculated separately, based on the bigger value of the volumetric weight or physical weight.

2.2.4. The cost of the Contractor's services includes one trip of a courier for the Shipment collection/delivery. Repeated trips are charged extra as agreed with the Contractor and in accordance with the rates stated in Appendix No. 1 hereto.

The Contractor's service fees are exclusive of customs clearance, duties, export duties, customs fees, taxes/VAT and any local duties, fees and taxes, where these are applicable pursuant to the effective law.

The Client is liable for a false call of the Contractor's authorised employee in the amount of the cost of the pick-up/delivery service for the particular Shipment.

2.2.5. If the mode of delivery is changed from "to the door" to "to the warehouse":

- At the Client's initiative after accepting the Shipment for delivery, the cost of delivery shall not be subject to downward revision;

- At the Contractor's initiative after accepting the Shipment for delivery, the cost of delivery shall be subject to downward revision.

2.3. Delivery schedule.

2.3.1. Delivery timelines shall be calculated in business days and do not include the day of accepting the Shipment for delivery. Weekends, state holidays, days required for customs clearance, delays associated with compliance with local security requirements and inspection of the Shipment contents by both the Contractor and the authorities, as well as other events beyond the control of the Contractor, pursuant to Clause 6.12 hereof.

Delivery timelines for the "to the warehouse" mode: arrival at the PUP are published on the Contractor's website <https://cdek.ge/> Mobile App.

The actual time of completing the Shipment delivery service is considered to be the moment of the Contractor's sending to the Client a notice about the relevant Shipment arrival at the Contractor's warehouse / PUP. After the Contractor has sent the notice to the Client (via Personal Account, Mobile App, voice robot of the contact centre, etc.) about the relevant Shipment arrival at the location for its collection, the delivery time period established for the relevant delivery mode is not counted any longer.

Starting with the moment of actual completion of the Shipment delivery to the Contractor's warehouse / PUP that the Contractor notifies the Client about by sending a relevant notice, the Contractor is no longer responsible for subsequent timeline of the Shipment collection by the Recipient. This condition is effective for all the orders with the "to the warehouse" delivery mode.

2.3.2. The Contractor hereby reserves the right to change the delivery time in December increasing it without additional agreement with the Client. The information about increasing the delivery time is published on the Contractor's website <https://cdek.ge/>.

2.3.3. Changing delivery time due to the reasons described in Clauses 2.3.1, 2.6.2 and 2.6.3 of these Regulations does not constitute violation of the delivery time by the Contractor and does not incur liability stipulated by Clause 6.2. hereof.

2.4. Delivery tracking.

The Client can track the Shipment delivery stages:

- On the Contractor's official website <https://cdek.ge/>;
- In the Client's Personal Account <https://lk.cdek.ru/user/login>;
- In the Contractor's Mobile App;
- By means of the Client's software integration.

2.5. Changing the terms of the order.

2.5.1. Changing the delivery address of the Shipment is possible at the request of the Client or the Recipient of the Shipment. The Shipment may be delivered to a new address of the Recipient other than the address specified when placing the Order and/or drawing up the delivery note, and is subject to additional agreement concerning:

- for deliveries within the same city — the delivery time at the new address;
- for out-of-town deliveries — the time and cost of delivery to the new address.

2.5.2. Changes in the terms of the order by the Client/Sender in terms of the actual Recipient and/or their contact telephone number are made by one of the following ways:

- Directly by the Client through the Personal Account, using identification data (login and password);
- Directly by the Sender by presenting the original ID and submitting a corresponding written application to the relevant Contractor's PUP.

2.6. Other general terms and conditions for services.

2.6.1. In order to ensure the safety of the delivery/transfer process, the Contractor shall be entitled to inspect the contents in order to verify the presence/absence of contents classified as dangerous and/or prohibited for shipment in accordance with the requirements of these Regulations and/or applicable laws.

When accepting the Shipment from the Client/Sender for delivery/transfer, the Contractor is entitled to demand from the Client/Sender to present for inspection the contents submitted for delivery/transfer. In such a case, the Client/Sender shall be obliged to present the contents in the corresponding Shipment for inspection by the Contractor. In this case, the Client/Sender shall open the relevant Shipment themselves in the presence of the Contractor.

If the Client/Sender refuses to present the contents of the Shipment to the Contractor for inspection, the Contractor shall have the right to refuse to provide the delivery/transfer services for this Shipment.

2.6.2. The Client hereby agrees that the Shipment may be opened and the contents of the Shipment inspected by the Contractor or a legally authorised person at any time during the delivery/transfer of the Shipment, without prior notice to the Client.

If it is necessary to open and inspect the Shipment after its acceptance in order to organise the delivery/transfer, the above-mentioned actions shall be carried out in the presence of an authorised employee of the Contractor.

When the Shipment is opened and inspected after it has been accepted for delivery/transfer, a Report shall be drawn up in the form as proposed by the Contractor, describing the appearance of the Shipment, the weight of the Shipment and the exact nature of its contents; the Report also states the results of the inspection of the contents and the number of the security sticker with which the Shipment is sealed.

2.6.3. If the contents are found to be dangerous and/or prohibited for shipping or are not authorised for delivery/transfer in accordance with these Regulations and effective laws, the contents of the relevant Shipment shall be returned to the Client. In this case the costs of returning the Shipment shall be borne by the Client, and the Client shall pay the cost of the service of returning the Shipment in advance.

If any dangerous and/or prohibited contents cannot be returned to the Client by the Contractor, the Client shall be obliged to pick up the contents from the Contractor's warehouse within three business days upon receipt (via telephone or electronic communication) of the notice from the Contractor. If the Client fails to comply with the deadline for picking up the Shipment, the Contractor shall be relieved of the responsibility for the preservation and return of the Shipment in question to the Client.

In order to minimize and/or avoid negative consequences connected with impossibility of returning dangerous and/or prohibited contents and the Client's violation of the established deadline for picking up the relevant Shipment, the Contractor is entitled to dispose of the Shipment that contains dangerous and/or prohibited contents at its own discretion within the scope established by the effective law.

2.6.4. The Contractor shall have the right to request additional documents from the Client/Sender certifying the nature of the contents of the Shipment to be sent (including without limitation: licences, certificates, records).

2.6.5. The Client shall ensure free access to the specified location of collection/delivery of the Shipment (including to a guarded area, with the provision of a proper permit/pass/authorisation, etc.).

2.6.6. The standard time limit for the Shipment collection/delivery for the "to/from the door" mode is 15 minutes. The standard time limit is calculated starting from the moment of the courier's arrival at the address and up to the moment of the Shipment collection/delivery (signing the delivery note), including issuing a pass for the area, movements inside the area, delivery and acceptance transactions.

If the Client exceeds this standard time limit (there is a line for collection/delivery, employees are busy, there are specifics of the area, the Shipment is not ready for shipping, etc.), the Contractor's courier is entitled to leave this address or to record the time of arrival and wait for the Sender/Recipient in order to collect/deliver the Shipment with payments of the rates for the courier's waiting time which exceeds 15 minutes.

2.6.7. Shipments weighing over 30 kg (volumetric or physical weight) shall be delivered to the entrance of the building, and delivery to a certain floor is an additional service provided for an extra fee in the amount stated in Appendix No.1 to these Regulations on the Contractor's website at <https://cdek.ge/>.

2.6.8. The Client which is a legal entity who has concluded a one-time Contract for Paid Courier Services by joining the public offer on the Contractor's website at <https://cdek.ge/> when paying for the Contractor's services in cash (at the counter, using payment terminals, etc.) shall provide the Contractor with a relevant power of attorney which confirms the authority of the representative to pay for the services and to enter into the Contract for Paid Courier Services on behalf of the Client which is a legal entity until the moment of processing the relevant delivery note for the Shipment.

If the Client (the Client's representative) fails to submit the abovementioned power of attorney, the Contract for Paid Courier Services shall be deemed to have been concluded with the individual named as the sender in the delivery note and payment for the services shall be accepted from the individual.

2.6.9. The Contractor is entitled to unilaterally:

- 1). Refuse to provide the service if:
  - the Client refuses to provide the Contractor with the information and/or documentation necessary for the proper provision of services, or the Client/Sender refuses to have the Shipment opened for inspection by an employee of the Contractor (Clause 2.6.1 hereof) when accepting it for delivery/transfer.
  - the Shipment is found to contain the contents that are not supposed to be delivered/transferred in accordance with the provisions of these Regulations and effective laws, or that require the Contractor's additional approval for delivery, but no approval has been obtained.
  - the Sender does not have any identity documents and/or power of attorney (from a legal entity);
  - there exists the reason stipulated by Clause 3.7. hereof, when the Shipment is handed over in a package that does not comply with the requirements of Appendix No. 3;

- the Client chooses the delivery mode “to the pick-up point” and the dimensions/weight of the Shipment do not fit the dimensions/weight requirements of the pick-up point. If the Shipment has been accepted for delivery, the Contractor shall be entitled to change the delivery mode, deliver to a different pick-up point while notifying the Client thereof.

2) Choose any optimal and affordable delivery method and route.

3) Amend the terms and conditions of these Regulations, the cost of services, delivery time, payment time and procedure. The Contractor publishes relevant changes on the Contractor’s official website <https://cdek.ge/> 10 calendar days before they become effective. The Client confirms that the fact of the changes being available on the Contractor’s official website is sufficient to understand that these changes have been initiated by the Contractor.

The Client undertakes to monitor the above changes independently.

4) If during the organisation of delivery the Contractor discovers non-compliance of the package with the nature of the contents in accordance with the requirements of Appendix No. 3 hereto, the Contractor shall have the right to suspend the delivery of the Shipment until the issue of providing the Shipment with adequate packaging has been resolved with the Client.

The Client is entitled to use additional services provided by the Contractor that are described in these Regulations and on the Contractor’s website <https://cdek.ge/>. The Contractor shall be entitled to introduce and offer the Client a new, additional range of services and/or cancel the services previously in force, including doing so without signing any relevant additional agreement to the Contract for Paid Courier Services.

2.6.10. In order for the Contractor to perform under the Contract, the Client transfers to the Contractor personal data of the Shipment Recipients, its representatives and its own. While submitting an application for the Shipment delivery and handing the Shipment over to the Contractor, the Client submits personal data, namely, last name, given name, patronymic, address, number of the main identification document, information about the date of issuing this document and the issuing authority, telephone number and guarantees that it has received the consent of the subjects of personal data for the collection, storage, transfer (including transfer to third parties engaged by the Contractor to carry out obligations under this Contract), destruction and processing of personal data by both automated and non-automated means for three years.

The Client hereby undertakes to submit consent to the use and processing of personal data of the Client’s employees/representatives and Recipients of Shipments at the request of the Contractor.

In order to avoid disputes with Clients (Senders) regarding the issue of the Shipment to an authorised person, the Recipient shall fill in the details of their identity document in Section 5 “Delivery Confirmation” of the delivery note when receiving the Shipment.

The Client, by transferring to the Contractor the Shipments for delivery, shall undertake to inform the Recipient about the need to fill out requisite information in the delivery note, including information from the document confirming identity.

2.6.11. The Client’s note regarding the order shall be considered for information purposes only and cannot be the basis for the provision of any additional services by the Contractor to the Client and shall not serve as a basis for the Contractor to be held liable for non-performance.

2.6.12. Electronic documents and facsimile copies of documents executed hereunder provided they are signed by authorised persons as well as e-mail and messenger (instant messaging service) communication and the Client’s requests sent via the Personal Account on the Contractor’s website are legally valid and can serve as the basis for the Parties’ fulfillment of their obligations.

2.6.13. If the Client has concluded the Contract for Paid Courier Services by joining the public offer published on the website <https://cdek.ge/> and does not submit any claim regarding the quality of the services rendered within the time stipulated by Clause 7.2. of these Regulations, the services are considered properly rendered by the Contractor and accepted by the Client in their full scope.

### **3. Procedure for Accepting Shipments**

3.1. Delivery services for the Shipments shall be provided subject to the Client/Sender issuing the appropriate delivery note and applying a barcode label to each Shipment piece.

3.1.1. The Contractor shall render courier services by “delivery” type order. This type of order is available to a limited group of Clients. For this type of order, the company’s delivery note shall reflect the name of the rendered service (services) and its cost (in case of additional services/services – these data are also reflected in the company’s delivery note).

3.1.2. The Contractor shall render courier services by “Internet store” type order. This type of order is available to Clients with whom the Contractor actually has a signed Paid Courier Services Contract. For this type of order, the company’s delivery note shall reflect the labelling codes of goods, name of goods, declared cost per unit, for payment per unit, number of units and total cost of goods.

3.2. The Contractor provides for several methods of executing delivery notes by the Client: via the Personal Account on the website <https://cdek.ge/>, via the mobile application CDEK Mobile, with the help of integration with CDEK software at <https://cdek.ge/>, directly in the Contractor’s office or when the courier arrives (the delivery note sample is given in Appendix No. 4 to these Regulations).

The hard copy of the delivery note must be signed by the Sender and the Contractor’s representative, and the delivery note executed with the help of electronic or other technical means is considered signed by the Client as of the moment of the delivery note execution and signed by the Contractor as of the moment of receiving the Shipment from the Client. By signing the delivery note, the Client shall confirm the correctness of the contact details (address, telephone number, description and sender’s/recipient’s full name) and information about the Shipment: name, weight, dimensions, description, cash on delivery

amount, declared value. A representative of the Contractor shall, by signing the delivery note, acknowledge receipt of the Shipment.

If the Contractor's packing materials are used, which have a unique number, the Sender shall enter it in the "Package Number" box on the delivery note.

3.3. Shipments are accepted by the Contractor by the number of places (place shall mean an individual Shipping transport package), without checking and converting the enclosures in the individual transport places. The Contractor shall not accept for delivery Shipments with converted internal enclosures (with note of enclosures), if not otherwise stipulated by written agreement of the Parties. The Contractor shall not be liable for the quantitative and qualitative characteristics of the transmitted enclosures.

3.4. The Client must fill in the accompanying documents themselves if they are required (inventory, invoices, accompanying documents for customs clearance, etc.). The Contractor / courier / another representative of the Contractor that does not have a relevant power of attorney for acting on the Contractor's behalf is not entitled to sign the Sender's internal documents.

3.5. The Client sends an application for calling the courier for the Shipments by means of the "Call the Courier" function on the Contractor's official website <https://cdek.ge/>; via the Personal Account on the Contractor's website (<https://lk.cdek.ru/user/login>); with the help of integration with the Contractor's database <https://cdek.ge/>; via the Contractor's mobile application; using electronic / telephone communication means or directly in the Contractor's office. The application shall contain the following information: country and city of dispatch, county and city of delivery, the Recipient's and the Sender's addresses and contact telephone numbers; general description of the Shipment, its weight, package dimensions in cm, payment procedure.

3.6. The Shipment cannot be accepted for delivery by the Contractor if the contents are dangerous, including but not limited to contents prohibited by the ICAO (International Civil Aviation Organisation) Technical Instructions, IATA (International Air Transport Association) Dangerous Goods Regulations, International Maritime Dangerous Goods Code, European Agreement concerning the International Carriage of Dangerous Goods by Road or other national or international legal regulations governing the transport of dangerous goods and/or contents, are on the list of items prohibited to be given to the Contractor to arrange for delivery and/or storage. The list of prohibited contents is given in Appendix No. 2 hereto.

3.7. The Client shall provide for the Shipment labelling and package compliance to the requirements of Appendix No. 3 hereto, fill in the delivery note correctly and legibly, submit true information about the Shipment content and the required accompanying documents and not submit for delivery any Shipments that are prohibited for shipping by the law pursuant to Appendix No. 2, or which delivery is subject to a special permit.

The Client shall pack the Shipment in the way that prevents any damage to the contents in the process of rendering the Services. The Shipment package shall comply with the nature of its contents, terms and conditions of the delivery and transportation duration, preventing any harm to the contents during processing and transportation, any access to the contents without opening the package or any harm to other Shipments or to the Contractor's employees.

If the package of the Shipment is missing or does not conform to the requirements, the Contractor may offer the Client additional packaging for a fee (except for shipments of the Client which is an online shop). The list of paid packages available and their prices are published on the Contractor's website <https://cdek.ge/> in the Mobile App calculator; and a detailed description is given in Appendix No. 1 hereto.

If additional packing is refused (pursuant to Appendix No. 3 to these Regulations) by the Client with whom the Contractor actually does not a signed Paid Courier Services Contract – the Contractor shall refuse to accept the Shipments.

If the Client, with whom the Contractor actually has a signed contract, is an online shop, the Client shall pack the Shipment on its own and at its own expense and shall guarantee that it has packed the Shipment on its own in a secure place and that there has not been any unauthorised access to the Shipment during its preparation, storage and transportation up to the moment of handing the Shipment over to the Contractor. The Client shall send to the Contractor Shipments in closed form.

If Shipment packing is not ensured (pursuant to Appendix 3 to these Regulations) by the Client with whom the Contractor actually has a signed Paid Courier Services Contract – the Contractor shall not be liable for Shipment damage.

3.8. Additional terms and conditions applicable to certain types of Clients:

3.8.1. Accepting Shipments from individuals:

a) For the "from the warehouse" and "from the door" modes Shipments shall be accepted on the basis of an original identity document presented by the individual, in accordance with the law of the state where the Shipment is accepted. Shipments from individuals are accepted only after stating in the delivery note the data of the identity document (document series, number, the individual's full name) with submission of a notarized power of attorney to the individual transferring the Shipments to the Contractor.

The Contractor shall retain the right to use any means of Client identification allowing reliable determination of the individual (shipper/authorized representative) interacting with the Contractor.

b) if the Client that is an individual did not state the declared value of the Shipment, the declared value is considered equal to forty-five (45) Georgian Lari, and no additional charge is imposed on the Client for the declared value.

If such a Shipment is lost or sustains damage (harm), the Contractor shall be held liable within the scope provided by Clause 6.4 hereof.

The additional charge for the Shipment declared value of forty-six (46) Georgian Lari and more is determined pursuant to Appendix No. 1 hereto.

3.8.2. Items from legal entities shall be accepted on the basis of an original identity document presented by the individual (representative of the legal entity), in accordance with the law of the state where the Shipment is accepted, and a power of attorney, authorizing the individual to submit for transportation shipments on behalf of the legal entity. Shipments from legal entities are accepted only after stating in the delivery note the data of the identity document (document series, number, the individual's full name) and the data of the power of attorney (number, date of issuing), after the individual signs the delivery note and after a scanned copy of the power of attorney is made.

The Client that is a legal entity shall assume the obligation to notify the Contractor immediately of the cancellation of the representative's power of attorney (on the day following the event). Notification shall be made by submitting a written application at the Contractor's office. If the Client fails to notify or fails to notify in a timely manner, the Client shall bear the risk of adverse consequences.

c) the Client – legal entity with whom the Contractor actually has a duly and legally signed Paid Courier Services Contract (because of the law, a written contract may be entered into after exchanging documents by mail/e-mail/e-document management, or method available to the parties, if it is understood that the document was sent exactly by the contract party), the form of which is posted on the Contractor's website <https://cdek.ge/> shall accept responsibility for ensuring proper packing of Shipments (in full compliance with Appendix No. 3 hereto). The Client shall undertake not to transfer to the Contractor for delivering Shipments the enclosures of which are banned or have restrictions for goods transport. If hazardous goods are transferred to the Contractor for transport, the Client shall undertake to inform the Contractor about this, as duly established by these Regulations.

3.8.3. The acceptance of Shipments from online shops shall be made on the basis of transfer documents with information regarding the shipments to be accepted. If any discrepancy between the number of Shipments declared and the actual number of Shipments is detected, or if damage to the Shipments is discovered, the Parties shall draw up a relevant Report, in which they shall state the numbers of the Shipments in question.

If necessary, the Client shall indicate the required additional services and facilities in the delivery note to the order.

3.8.4. The online shop must declare the cost of the Shipment and pay a surcharge when preparing the Shipment for delivery.

3.9. Additional terms and conditions for accepting Shipment to be delivered to Georgia and from Georgia:

3.9.1. Signing an individual delivery note means entering into the Contract for Paid Courier Services between the Client and the Contractor with the terms for customs support services. The Client agrees that the Contractor is entitled to enter into contracts with third parties on any terms that the Contractor deems acceptable in order to perform under the Contract for Paid Courier Services or to render other services, including customs clearance services.

3.9.2. The Client shall independently verify that the contents of the Shipments are not on the list of goods prohibited for import/export from/to the sending and receiving country. The Client shall not give to the Contractor for delivery any Shipments prohibited for import/export from/to the sending and receiving country. The list of such goods is published on the Contractor's website.

3.9.3. The Client shall on its own inform the Recipient of the Shipment of the need to submit the required documents and pay the costs of customs clearance if the Shipment is to be delivered outside of Georgia. If the Recipient refuses to pay the customs clearance costs, such costs shall be borne by the Client.

3.9.4. By placing the order, the Client instructs the Contractor to arrange the customs clearance procedure by a customs representative on behalf of the Client. The Client also agrees that the Contractor may act as nominal recipient for the sole purpose of appointing a customs representative to carry out customs clearance. A customs representative shall carry out customs support services on behalf of the Client, acting in the interests of the Client.

3.9.5. If the customs authorities require additional documents in order to confirm the information declared in the customs declarations for import/export of Shipments delivered by the Contractor or the Contractor's right to organise the customs clearance procedure, the Client shall provide the required documents at their own expense.

3.9.6. The Client undertakes to provide full and truthful information regarding the export and import of the Shipments. The Client is notified that in the event of providing false or misleading information regarding the Shipment or its contents, a civil claim may be brought against the Client and/or the Client may be held administratively or criminally liable. The Client shall undertake to indemnify the Contractor in full and to hold the Contractor harmless from any claims that may arise in connection with the information provided and from any costs that the Contractor may incur in connection with the above.

3.9.7. Any customs duties, taxes (including, without limitation, the value added tax if it is to be paid) that the customs representative may incur as a result of the actions of customs or other public authorities, or due to the Client's failure to provide the correct list of documents and/or to obtain the necessary licence or permit, shall be invoiced to the Client. Storage and other costs that the Contractor may incur as a result of the actions of customs or other public authorities, or due to the Client's inability to provide the necessary information, the correct list of documents, and/or to obtain the necessary licence or permit, shall be borne by the Client. The Sender shall assume the payment of customs duties and charges, as well as the administrative costs of the additional work and any other additional costs incurred, in the event that the customs representative invoices the Recipient and the Recipient refuses to pay the customs duties and charges.

In the cases referred to in this clause, the Client shall carry out their own payments of fees, taxes and expenses or shall instruct the Contractor to arrange the process of payment/reimbursement of charges, taxes, expenses, listed in this clause.

#### **4. Procedure for the Delivery of Shipments**

4.1. The Shipment shall be delivered to the Contractor's pick-up point location (hereinafter referred to as "to the warehouse") or to the Recipient's address indicated in the delivery note by the Client (hereinafter referred to as "to the door").

4.1.1. When the Shipment is delivered "to the door":

a) The Shipment shall be delivered to the individual named as the Recipient in the delivery note. It is permitted to give the Shipment to another person at the Shipment delivery address upon presentation by the latter of the original identity document of the Recipient named in the delivery note and of the person who actually received the Shipment. The details of the Recipient's identity document and the identity of the person accepting the Shipment at the delivery address shall be stated in the delivery note.

b) The delivery of the Shipment to the legal entity who is the Recipient shall be made to any employee or representative of the legal entity. The fact that the Client/Sender has specified a contact person representing the company does not imply the Contractor's responsibility to hand over the Shipment to the specified contact person only. The authority of the Recipient's representative to receive the Shipment may be derived from a power of attorney, as well as from the circumstances in which the Shipment is delivered, including the fact that the Recipient's representative is at the Recipient's address as specified in the delivery note and/or has access to the seal (or stamp) of the organisation to which the Shipment is addressed, may present an authorisation card issued by the Recipient organisation.

4.1.2. When the Shipment is delivered "to the warehouse":

a) The Shipment shall be delivered to the individual named as the Recipient in the delivery note, upon presentation of an identity document, with the Recipient indicating the details of the identity document in the delivery note and affixing their signature with submission of a notarized power of attorney to the individual authorized to accept the Shipment from the Contractor.

The Contractor shall retain the right to use any means of Client identification allowing reliable determination of the individual (shipper/authorized representative) interacting with the Contractor.

b) The Shipment to be delivered to the Recipient being a legal entity, shall be handed over to any employee or representative of the legal entity who produces authorisation documents and an identity document, with the Recipient indicating the details of the identity document in the delivery note and affixing their signature.

4.1.3. When arranging any mode of delivery to individuals and legal entities, the Contractor shall be entitled, in addition to the above specified information, to carry out the identification of the Recipient by a telephone call to the telephone number of the Recipient indicated in the delivery note.

4.2. The shipment is not delivered to PO Box addresses or addresses containing only postal codes.

4.3. Delivery to public state and municipal organisations (authorities of all branches and levels, including law enforcement, tax, judicial, licensing and military organisations) shall be made by the Contractor without guarantee of a delivery receipt in accordance with the procedure in force in those organisations (in offices, in particular, items are received without an employee's signature or by placing the item in the mailbox at the entrance).

4.4. The Contractor shall notify the Recipients of the Shipments with the delivery mode "to the warehouse" on the day the Shipment arrives at the warehouse and is ready for delivery. The notice is sent via a messenger or SMS, via CDEK Mobile app. The Client is also entitled to track the receipt of the shipment on the Contractor's website <https://cdek.ge/> or in the Contractor's Mobile App.

4.5. The Courier shall notify the Recipient about his arrival by a robot call made 30-60 minutes before the courier's arrival.

4.6. When the shipments are delivered, the Recipient shall make a record of the following:

a) details of the identity document of the addressee or their authorised representative (last name, first name, patronymic (if applicable), series and number of the document (information from other identifying documents);

b) details of the power of attorney or another document certifying the representative's authority (if an authorised representative is acting on behalf of the addressee).

The aforementioned data shall be recorded by the Recipient by entering it into the standard forms (templates) of delivery notes established by the Contractor, the nature of information in which provides for the inclusion of the addressee's or their authorised representative's personal data used for rendering the services of receipt/delivery/issue of Shipments and personal data processing, or using another method determined by the Contractor, which ensures reliable identification of information about the Recipient. The delivery of the Shipment shall be certified by the signature of the Recipient (their authorised representative) or by another method specified by the Contractor, which provides reliable confirmation of the fact of delivery of the Shipment.

c) in case of additional identification of the Recipient using the verification code sent by SMS to the mobile number of the Recipient indicated in the delivery note, the verification code specified by the Recipient shall be recorded in the delivery note.

The Client is aware and agrees that the Contractor does not perform any legal expertise of the identity documents or any authenticity checks of signatures and seals in the Recipient's powers of attorney.

4.7. The Contractor provides the opportunity for the Recipient to confirm receipt of the Shipment by one of the following ways:

- the Recipient's signature affixed to the delivery register/paper delivery note of the Contractor;
- the Recipient's signature captured from the screen of special equipment. The special equipment means an electronic appliance including software and hardware based on a mobile device (a mobile PC, a mobile phone with or without additional functionality (a smartphone, a handheld PC, a tablet PC, etc.)) that has access to the Internet and a touch screen that makes it



possible to capture the image of the Recipient's signature from the screen. The Parties accept the possibility of using equivalents of the Recipient's handwritten signature in the Contractor's delivery registers/delivery notes as an equivalent of the Recipient's own signature. The Contractor's delivery registers/delivery notes signed and certified with the equivalent of the Recipient's handwritten signature are considered documents that have equal legal power with the documents signed with the Recipient's own signature and can be considered as written evidence in court. The equivalent of a handwritten signature is the Recipient's electronic signature created by means of the Recipient affixing the signature, using special equipment. While being written with the help of this equipment, the signature is digitized and affixed to the Contractor's delivery register/delivery note. The document content together with the affixed signature constitute an integral document, protected against changes and unauthorised access.

4.8. Upon delivery of the Shipment from the Client which is an online shop, the Recipient shall have the right to open the Shipment and inspect the contents in the presence of a representative of the Contractor and prior to payment of the price for the services/cash on delivery amount unless otherwise specified in the delivery note.

4.9. In the event of packaging irregularities, the Client/Recipient shall be entitled, at the time of delivery, to have an employee of the Contractor participate in the inspection of the contents and draw up a bilateral report in the form prescribed by the Contractor.

4.10. When handing the shipments over in other countries (except Georgia), the Contractor shall deliver the Shipment to the Recipient or to another person, who, according to the Contractor's assessment, is authorised to receive the Shipment in the name of the Recipient (e.g., people living on the same premises as the Recipient, colleagues, etc.).

2.2. Until 23 hours 59 minutes of the day of the Shipment delivery in the city of its destination, the Contractor is entitled to amend the final status for the delivered Shipment ("Delivered" or "Not Delivered") unless the Parties provide and stipulate otherwise in the Contract for Paid Courier Services.

### **5. Storage and Return of Shipments**

5.1. If the Shipment cannot be delivered to the Recipient, the Shipment shall be stored at the Contractor's storage facility for seven calendar days free of charge. Following these seven calendar days, starting from the 8th day, the storage of the Shipments shall be organized by the Contractor for an additional fee unless otherwise provided for in the Contract. The cost of storage services depends on the size of the Shipment and shall be charged per calendar day.

5.2. The cost of the storage services and the cost of the services for returning the Shipment are stated in Appendix No.1 hereto.

5.3. If the Shipment is not claimed within one calendar month, the Shipment shall be returned to the Client after the Recipient has been notified again of the need to receive it. The Client shall pay the Contractor for the costs incurred in connection with the forwarding, storage, disposal, return of the Shipment and redeliveries.

5.4. If the Recipient and the Client refuse from receiving the Shipment in writing or if the Shipment is not claimed (including absence of any written instruction of the Client concerning the Shipment return/transfer) within two calendar months since the Shipment was handed over to the Contractor for delivery, the ownership right for the relevant Shipment is transferred to the Contractor.

5.5. The cost of the "International Express" service includes the cost of the Shipment storage in a temporary storage warehouse at the customs point for three calendar days. The Shipments which have not been transferred for customs clearance for the purposes of movement across the customs border shall be stored in the Contractor's storage facilities in accordance with the terms and conditions of these Regulations.

5.6. The Shipments of the Clients that are online shops are subject to return in the following situations: such Shipments have been refused by the Recipient, their storage period has expired (the free storage period is 14 calendar days unless otherwise provided for in the Contract), or partial delivery (partial refund) has been made. The Shipments are returned at the Client's expense.

The frequency of generating the list of Shipments to be returned to the Client shall be agreed upon in the relevant Contract concluded between the Contractor and the Client. A list of the relevant Shipments to be returned to the Client shall be sent to the Client at the email address specified in the Contract in accordance with the prescribed frequency intervals. The list of Shipments to be returned to the Client shall include Shipments on delivery notes whose final status has been marked by the Contractor, such as: not delivered; returned; delivered: partial delivery, as well as shipments for which the storage period has expired. The Client shall have the right to extend the storage period of the Shipment at its location address within the period after receiving the relevant email notice specified in the Contract, with the obligation to pay for the extended storage period.

In order for Shipments to be returned to the Client, the Contractor shall issue a relevant delivery note for the Shipment or a consolidated batch of shipments. Returns shall be made based on the specified delivery note with the order list attached. Returns shall be made by the Contractor in one of the following ways and in the following order:

- by delivering the Shipment/consolidated batch of Shipments to the Client's location address. In this case the Client shall be obliged, within two business days following the receipt of the Shipment/consolidated batch of Shipments, to verify whether the quantity and quality of the Shipments actually received correspond to the quantity of the Shipments indicated in the accompanying delivery note. In the event of a discrepancy, the Client shall promptly notify the Contractor of the discrepancy by drawing up a report on discrepancies. The report on discrepancies shall be drawn up by the Client in a committee of at least three persons. The Client shall undertake to ensure that the acceptance process is video recorded. Acceptance of Shipments shall be carried out by the Client. The Client shall notify the Contractor in writing, attaching the above Report on Discrepancies, no later than two business days following the receipt of the Shipment/consolidated batch of

Shipments. The two-day period stipulated in this clause for the purpose of quantity acceptance of the Shipments and for the lodging of a claim by the Contractor shall be preclusive. At the request of the Contractor, the Client shall be obliged to provide a video recording of the discrepancies in quantity and/or quality of the Shipments. Claims by the Client submitted after two business days from the receipt of the consolidated batch of Shipments shall not be considered and shall not be accepted by the Contractor.

- by delivering the Shipment/the respective batch of the Shipments to the Contractor's location address. In the aforementioned case, acceptance of the Shipments in terms of quantity and quality shall take place at the time of giving the Shipments to the Client with signing the relevant delivery note.

The calculated weight for the delivery note is the sum of the calculated weights of the orders returned according to that delivery note. If the order has been partly delivered, the estimated weight for return is the full original weight of the order.

## **6. Liability of the Parties**

### **Liability of the Contractor:**

6.1. The Contractor shall be fined for the late transfer of funds to the Client for the goods sold by the Client to the Recipient in the amount of 0.2 % of the total sum to be paid for the goods for each day of delay, but not more than 20 % of the amount of the total debt to be paid.

6.2. The Contractor shall be liable for violating the delivery deadlines of Shipments by the “delivery” type order in the amount of 15% (fifteen percent) of the cost of delivery services for the relevant Shipment for each business day of delay, but not more than the cost of delivery services for the Shipment according to the relevant delivery note. If the delivery deadlines for Shipments are violated for this type of order by more than 5 (five) business days, the Contractor shall be liable in the amount of 100% (one hundred percent) of the cost of delivery services for the relevant Shipment for each business day of delay, but not more than the cost of delivery services for the Shipment according to the relevant delivery note.

The Contractor shall be liable for violating the delivery deadlines for Shipments of the “Internet-store” type order in the amount of 3% (three percent) of the cost of delivery services for the relevant Shipment for each business day of delay, but not more than the cost of Shipment delivery services according to the relevant delivery note.

6.2.1. Extraordinary liability of the Contractor is established for violating the agreed upon delivery time for “super express”, “blitz express” and “linehaul super express” “delivery in 4 hours”..

If the delivery deadline for these types of services is delayed by more than one hour of the agreed delivery deadline, the Contractor's liability shall comply 100% of the cost of the relevant Shipment delivery service.

If the agreed delivery deadline for the specified types of services is delayed by less than one hour of the agreed delivery deadline, the Contractor's liability for these services shall be:

- for “super express” and “blitz express” – the Contractor’s liability shall be established in the amount of funds equal to the difference between the cost of the specified services and the cost of the “express light” service;

- for “linehaul super express” – the Contractor’s liability shall be established in the amount of funds equal to the difference between the cost of the specified service and the cost of the “linehaul express” service;

6.2.2. Extraordinary liability of the Contractor is established for delivery of bank (and/or credit) cards.

The Parties have agreed and accepted that bank (and/or credit) cards handed over to the Contractor for their subsequent delivery are not active and there is no money in their corresponding bank accounts. The Contractor is not liable for the money in the bank account connected with the relevant card.

The Client shall ensure that it is not possible to use the card freely.

The Parties have agreed and accepted that if the Shipment contents are bank (and/or credit) cards and if these contents are lost or completely destroyed (damaged), the Contractor's liability shall be determined as the cost of the Contractor's delivery services for the relevant Shipment and an additional compensation in the amount of the actually incurred damage, but not exceeding twenty-three (23) Georgian Lari.

6.3. The amount of the Contractor's liability for the Shipment for which the value has not been declared and for which no declaration of value charge has been levied:

- In case of total loss or total damage (harm) to the Shipment — in the amount of the Contractor's service fee for the delivery of the corresponding Shipment and additional compensation in the amount of the actual damage, but not more than one hundred thirty-four (134) Georgian Lari. If the documents enclosed in the Shipment are documents without a declared value, the amount of the additional compensation is twenty-two (22) Georgian Lari.

In case of partial damage (harm) to or loss of part of a single-package Shipment – in the amount of the Contractor's service fee for the delivery of the entire Shipment in proportion to the share of the chargeable weight of the damaged/lost package in the total chargeable weight of the entire Shipment and additional compensation in the amount of the actual loss, but not more than one hundred thirty-four (134) Georgian Lari. If the Shipment contains documents, the additional compensation is twenty-two (22) Georgian Lari.

6.3.1. If only the individual (brand, factory, plant) package of the Shipment contents is damaged and if the Client demands money compensation, the Client shall justify the necessity of replacing the damaged individual package.

If it is impossible to replace the individual (brand, factory, plant) package, the Client shall confirm this situation with relevant documents (or confirm reasonable and justified expenses related to its replacement).

If the Client cannot confirm the amount of expenses related to replacement of the individual (brand, factory, plant) package, the Contractor's liability shall comprise 10% of the relevant Shipment delivery cost, but not more than five (5) Georgian Lari,

6.4. The amount of the Contractor's liability for the Shipment for which the value has been declared and for which the declared value charge has been levied:

- In case of complete damage (harm) to or total loss of the Shipment — in the amount of the value of the contents contained in the relevant Shipment, but not more than the declared value specified in the delivery note and the cost of the delivery services for the relevant Shipment.

- In case of loss (shortage) of a part of the Shipment or partial damage thereto — in the amount of the Contractor's share of the service fee for the delivery of the entire Shipment in proportion to the share of the chargeable weight of the damaged/lost contents in the total chargeable weight of the entire Shipment and in the amount of the missing contents or the decreased value of the damaged contents, but not more than the declared value specified in the delivery note.

6.5. The Contractor shall not indemnify the Client for any loss of profit or any other consequential loss.

6.6. The Client undertakes to ensure that the Shipment is packed in accordance with the Contractor's Requirements as set out in Appendix No. 3, considering the terms and conditions of Clause 3.7. hereof.

If the Client which is an online shop fails to comply with these packaging requirements, the Contractor shall be released from liability for damage to the contents and the money paid by the Client for the "Declaration of Value"/"Insurance" service shall not be refunded to the Client.

6.7. In the event that the Client, which is an online shop, fails to specify the declared value for any type of order, understates the declared value (e.g. 0 Georgian Lari, 1 Georgian Lari, etc.), or changes the declared value in the course of delivery following delivery to the Contractor, the Contractor shall be liable in the amount specified by the Client. In this case Clause 6.3. hereof does not apply.

6.8. If the Client provides inaccurate/incomplete information regarding the contents, the conditions of delivery, handling, packaging and storage of the contents in the delivery note or if the contents are confiscated by public authorities, the Contractor shall not be liable for possible delay in delivery and/or for damages.

6.9. If the goods are lost or damaged (destroyed) due to the Contractor's fault in the process of rendering Fulfillment services, the Contractor is liable to the Client in the amount of the cost of the goods stated in the accompanying documents when the Contractor accepted the goods for rendering fulfillment services.

Other types of the Contractor's and the Client's liability are stipulated in the Agreement for Rendering Fulfillment Services that the Client joined according to the procedure stated in Appendix No. 1 (Fulfillment Service) to these Regulations or the contract.

6.10. The Contractor shall not be liable for any losses resulting from fraudulent acts of the Client, the Recipient or third parties who are not employees of the Contractor.

The Contractor is not responsible either for handing the Shipments over against forged documents if the document cannot be identified clearly and/or without special equipment and/or without special knowledge as forged.

6.11. If the Shipment cannot be located by the Contractor within 14 business days from the date of expiry of the stipulated time limits for the Shipment delivery to the Recipient, the Shipment shall be deemed to have been lost.

6.12. The Contractor shall not be liable for any damage, loss or delay in carrying out the obligations undertaken under the Contract and these Regulations if they are caused by circumstances beyond the Contractor's control. These circumstances include, but are not limited to:

- natural disasters, i.e., earthquakes, cyclones, storms, floods, fog, fire, etc.;
- force majeure, i.e., military action, aircraft crash, car crash, embargo, epidemic, pandemic, riot or mass disorder, strike, etc.;
- any defects or characteristics due to the nature of the Shipment even if the Client notified the Contractor about them at the moment of issuing the delivery note;
- any acts or omissions of persons who are not employees or contractors of the Contractor, namely: Client, Recipient, third party (including carrier, forwarding agent, customs or any other authority), officials;
- giving the Contractor for delivery a Shipment that is dangerous/prohibited for delivery (forwarding).
- negative effects of electric or magnetic fields on or erasure of electronic or photographic images, data or records;
- the Client's failure to comply with the terms and conditions set out in these Regulations;
- the Shipment acceptance and delivery in compliance with all the terms and conditions in the absence of any external damage to its packaging;
- the Shipment's deterioration due to failure to comply with a certain temperature regime, normal leakage, loss of weight, volume or normal wear and tear, self-ignition, fermentation, putrefaction, ageing, shrinkage, corrosion and other natural properties of the contents of the Shipment;
- loss of or damage to the Shipment (part of the contents) discovered after the Recipient has received the Shipment;
- change in the date/address of receipt of the Shipment at the initiative of the Client/Recipient;
- damage caused to the Client that is not related to the fulfilment of the Shipment delivery obligation (inadequate quality of the contents, size, range of contents, etc.).

#### Responsibility of the Client:

6.13. The Client shall pay or reimburse the Contractor for all the fees for the delivery of the Shipment and its storage, or the costs incurred by the Contractor on behalf of the Client, as well as reimburse all claims, losses, fines, customs duties and fees

and other charges in the event of breach of the terms and conditions of the Contract for Paid Courier Services and these Regulations by the Client.

If the Recipient refuses to accept the Shipment due to any reasons beyond the Contractor's control, the service shall be considered rendered properly by the Contractor and is to be paid for by the Client.

6.14. If the value of the Shipment has been declared, in order to establish and confirm the real value of the damage caused to the Shipment during delivery, the Client shall be obliged to provide the Contractor with documents confirming the real value of the Shipment and the Client's ownership of the Shipment. In the event of damage to the Shipment, the Client shall additionally submit an expert opinion and/or documents confirming the cost of repair.

If the Client does not provide the Contractor with documents confirming the real value of the Shipment and the Client's ownership of the Shipment or, in the event of damage to the Shipment, an expert opinion and/or documents confirming the cost of repair within one month after the moment when the Client's obligation to submit these documents emerged, the damage caused shall be reimbursed pursuant to the terms and conditions and in the amount established for Shipments for which the value has not been declared and for which no declaration of value charge has been levied (clause 6.3. hereof).

6.15. If the Client gives to the Contractor for delivery a Shipment, the contents of which are dangerous, prohibited or restricted for transportation without informing the Contractor about it or if the Clients which are online shops regularly (twice or more often) violate the rules of packing the Shipments, the Client shall pay the Contractor a fine of four hundred forty-five (445) Georgian Lari for each Shipment, the contents of which are classified as dangerous or prohibited, in addition to compensation for damages listed in Clause 6.13 hereof. The Client hereby undertakes to pay the penalty within five banking days after receiving the payment request from the Contractor.

6.16. All the actions and transactions related to issuing delivery notes, etc. via the Personal Account are the responsibility of the Client who is the owner of this Personal Account. Information about the identifiers assigned to the Client (the login and the password) is confidential and cannot be disclosed by the Client to any third parties. The Client ensures compliance with the confidentiality requirements and bears the risks of outcomes resulting from violation of such requirements.

6.17. When rendering services for arranging the receipt of funds from the Recipients for the delivered Client's Shipments via electronic means of payment, in case no money is received from the Recipient of the Shipment to the bank account of the Contractor for any reason, or the bank transaction for transferring money for the delivered Shipments to the Contractor's account is cancelled for any reason, the Contractor shall not transfer money to the Client for the delivered Client's Shipments within the scope of such a transaction.

In the event that at the time of cancelling the bank transaction to transfer the funds to the bank account of the Contractor for the Client's Shipments delivered, the Contractor has transferred the funds for the cancelled operation to the Client's account, the aforementioned funds shall be deemed to have been transferred in excess. The Contractor shall deduct the amount of funds transferred to the Client in excess from any payments made in favour of the Client, and if there are insufficient funds to cover the amount of the cancelled bank transaction, the Contractor shall have the right to invoice the Client for the refund of the funds for the cancelled bank transaction. The Client hereby undertakes to pay the aforementioned invoice within three (3) banking days of its issuance.

6.18. The Client shall be responsible for complying with export and import licensing or permitting requirements in respect of the Shipments, obtaining all the required licences and permits. In no event shall the Contractor be liable for the Client's failure to comply with export control laws, sanctions, restrictive measures and prohibitions.

- The Client shall hereby warrant and is responsible for complying with all applicable export control laws and regulations, including but not limited to those prohibiting unauthorised trade in arms and other strategic goods and services and financial and commercial transactions with individuals and legal entities; or those imposing conditions on certain technologies, information and goods that may be shipped to/from/throughout the country in which the delivery can take place.

- The Client shall be liable for the return of Shipments, including, but not limited to, due to such reasons as the Recipient's refusal to accept the Shipment, the Recipient's refusal to pay taxes, duties and charges in the destination country, the impossibility to import the Shipment to the destination country, the impossibility to deliver the Shipment due to the Recipient's lack of communication with the Contractor. In such cases the Client undertakes to pay the costs related to the return of the unclaimed Shipment, including the service costs of the Contractor, customs duties, taxes and charges payable upon import of the Shipment into the country of the Shipment, within five banking days of the receipt of the Contractor's respective claim. If the Shipment is returned for reasons specified in this clause, the Contractor shall notify the Client of the need for customs clearance of the relevant Shipment. Within seven calendar days of receiving notification of the return of the Shipment to the territory of Georgia, the Client shall submit the documents required for customs clearance and pay the relevant customs charges. The Client's failure to apply in writing for an extension of the deadline for submission of the required documents and payment of customs duties and the Client's failure to fulfil their obligations to submit documents and pay customs duties for the customs clearance of the respective Shipment upon the expiration of the seven-day deadline shall be grounds for placing the Shipment under the customs destruction procedure. The Client, by not submitting the necessary documents and not paying customs duties, as well as by not applying for an extension of the deadline for submission of documents and payment of customs duties, hereby accepts the customs destruction procedure for the relevant Shipment. The costs incurred in connection with the customs destruction procedure for the Shipment shall be borne by the Client. The Client hereby undertakes to pay the costs incurred within five banking days after receiving the relevant request from the Contractor.

6.19. When providing the service of accepting and/or organising the acceptance of non-cash funds from recipients for the delivered Client's Shipments using bank cards, in the event that the bank transaction is refused/contested upon the initiative of

the bank card holder, payment system and/or bank, the Contractor shall have the right not to settle the cancelled bank operation/transaction with the Client.

In the event that the amount of the cancelled bank operation/transaction under the respective delivery note is withheld from the Contractor by the bank, the Client shall undertake to reimburse the Contractor for the aforementioned amount. The Contractor shall be entitled to deduct the amount of the cancelled operation/transaction from any payments made to the Client and, if such payments are insufficient to cover the transaction amount, the Contractor shall be entitled to invoice the Client for the missing transaction amount.

The Client hereby undertakes to pay the aforementioned invoice within three (3) banking days of its issuance.

6.20. The Parties have agreed that if the Shipment is fully destroyed, in particular, if the Shipment is fully destroyed while there is an additional service of declaring the value and/or providing for insurance policy for this Shipment provided in compliance with these Regulations and the Contractor has paid the relevant compensation for this category of the Shipments, the Client shall hand over the contents of this Shipment to the Contractor for subsequent disposal according to the procedure and the conditions stipulated by the effective law.

### **7. Dispute Settlement Procedure**

7.1. The Parties shall resolve any disputes as to the conclusion, validity, performance or termination of the Contract, using the complaint procedure.

7.2. The Client has the right to file a complaint in writing to the Contractor within 30 calendar days from the moment the Client gave the Shipment to the Contractor for delivery or, in case of Shipments which are returns, from the moment the return delivery note is issued, in the Contractor's office nearest to the Client or electronically to [pretenzia@cdek.ru](mailto:pretenzia@cdek.ru).

7.3. In the event of claims by the Client regarding damage to the Shipment and/or partial loss of any items of the Shipment, the basis for the claim shall be the Report drawn up at the time of delivery of the Shipment in the presence of a representative of the Contractor. If the Client complains about the delivery time or the loss of the Shipment by the Contractor, no Report shall be drawn up.

7.4. The Contractor shall respond to the complaint within 10 business days after receiving the complaint. The claim processing time may be extended by the Contractor in cases where it is necessary to obtain information from insurance companies, law enforcement or customs authorities, or other persons who have information that may affect the outcome of the Client's claim.

7.5. The Parties have agreed that the disputes shall be settled according to the procedure established by the effective law of the Republic of Georgia.

### **8. Severability**

8.1. The invalidity or unenforceability of any provision of these Regulations shall not affect the validity of any other provisions of the Contract and these Regulations.

8.2. The Client and Contractor hereby confirm that these Regulations do not prejudice the Client's statutory rights in relation to any specific services provided by the Contractor (including those for which an additional payment has been made).

### **9. Appendices to Paid Courier Services Regulations.**

9.1. List of appendices named directly in these Regulations on Paid Courier Services.

9.1.1. [Appendix No. 1](#)

9.1.2. [Appendix No. 2](#)

9.1.3. [Appendix No. 3](#)

9.1.4. [Appendix No. 4](#)

9.1.5. [Sample Power of Attorney form](#)