

TERMS AND CONDITIONS OF CARRIAGE AND OTHER SERVICES

1. DEFINITIONS

1.1. This article sets out the terms used in this Agreement and the General Conditions.

The Contractor - also in the text means, including but not exclusively, Teleport Post and its group companies «Teleport» and Teleport`s partners, agents and independent contractors, connected contractual obligations; we", "us", "our" means Contractor. You agree that we may subcontract the whole or any part of the contract of carriage or of other services on any terms and conditions we decide undertakes to render services related to a delivery of the Customer's Consignment. In the text "you" and "your" means the Customer, who can be the sender and/or receiver of the Shipment; the Customer and the Contractor are jointly called - "Parties";

Shipment - documentary item or cargo, which is transferred/accepted for transportation and which is transported on the waybill of the Contractor;

Waybill is the only transport document according to which the Shipment is transported. Waybill signed by the Parties confirms the conclusion of the Contract of Carriage;

Transportation - means and includes all operations and services performed by Us in connection with transportation;

Other services - means all services that are not services for the transportation of Shipments that we provide, including and not limited to: storage, sorting, loading, unloading, consolidation, packaging, additional services and services for the organization of transportation;

Prohibited items - means any items and goods whose transportation is prohibited in accordance with applicable national and international law, regulations or other regulations, administrative acts of any country in whose territory the transportation is carried out.

2. ACCEPTANCE OF CONDITIONS

2.1. Your actions to deliver the Shipment to Us on your own behalf or on behalf of another person entitled to the Shipment and the issuance of a waybill are considered confirmation of consent to provide services under this Agreement and the General Terms and Conditions.

2.2. Our Terms and Conditions also apply to all persons with whom We cooperate or with whom We enter into contracts for the reception, transportation and delivery of goods or for the provision of other services, and may apply to such persons, as well as our employees, managers and agents. Only a specially authorized person has the right to decide to change these conditions in writing. We are not obliged to follow Your oral or written instructions regarding the goods transferred to Us for transportation, if these instructions contradict these conditions.

3. FIELD OF APPLICATION

3.1. Even if the obligation to transport is part of another agreement between Us, these terms apply to the agreement concluded between Us on the obligations to transport goods under the contract.

3.2. When concluding any agreement with Us, which includes the conditions of carriage of goods, You guarantee that:

- if the carriage is carried out by road, the contract concluded between You and Us is a contract of carriage by road;
- if the carriage is carried out by air, the contract concluded between You and Us is a contract of carriage by air;
- if the cargo is actually transported by sea, the contract concluded between You and Us is a contract of carriage by sea;

- this contract is a contract for the provision of other services, if it is concluded for services that are not transportation.

4. DANGEROUS GOODS

4.1. You agree that:

- a) We do not carry, nor perform other services regarding, goods which are, or are in our sole opinion, dangerous goods including, but not limited to, those specified in the International Civil Aviation Organization (ICAO) Technical Instructions, the International Air Transport Association (IATA) Dangerous Goods Regulations, the International Maritime Dangerous Goods (IMDG) code, the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR) regulations or any other national or international rules applicable to the transport of, or the performance of other services regarding dangerous goods.
- b) At our option, we may accept certain types of dangerous goods for transportation by special services or provide other services for dangerous goods, if its transportation is permitted by applicable law and Our requirements and tariffs, which are additionally agreed by the Parties. Additional information regarding Our requirements, as well as the procedure for obtaining a permit for the carriage of dangerous goods, will be provided at Your request in the nearest office of Our company.
- c) We are not responsible for the loss or confiscation by public authorities of prohibited and dangerous goods and other items not specified in the Waybill, including the accompanying documents for Departure.
- d) By filling up the Invoice, You confirm that the Shipment does not contain items prohibited for carriage by the ICAO Technical Instructions, national, international legislation governing air transportation. You must provide complete information about the contents of Your Shipment in the Transport Invoice or other accompanying documents. For security reasons, Shipments transported or processed by Us may be inspected on special equipment, and You agree that Your shipment may be inspected on the road for security purposes.
- e) You warrant that you have personally prepared the Shipment for carriage or the provision of other services in a secure location in the presence of your Company's employees and that there was no unauthorized access to the Shipment prior to its acceptance by us for carriage.

4.2. In order to ensure safety, cargo transported or handled by us may be inspected on special equipment, including X-ray equipment to detect traces of explosives and other special means of inspection, and you agree that your cargo may be opened and the contents may be further checked on the road for safety.

5. EXPORT CONTROL

5.1. You are committed to and compliant with all export control and regulatory requirements, rules that restrict unauthorized trade in military, strategic resources, and services. You undertake and guarantee the non-conclusion of financial and commercial agreements with individuals and legal entities subject to restrictions on the sale of technology, information and products in the countries from, to, through which Your Shipment may be transported.

5.2. You also warrant that You will not hold any tender/tender for the delivery of Shipments with Us if You or any party involved in the carriage is included in the list of UN, local, regional and national programs to which they apply any sanctions.

5.3. You agree to describe the Shipment according to the export procedures and provide Us with all necessary information and documentation to meet all statutory requirements.

5.4. You resolve export or import licensing, licensing or permits at your own expense, and you warrant that you and the consignee act in accordance with the laws of the country of departure, the country of destination, and any other country (ies) through whose jurisdiction the shipment will be made. Departure.

5.5. We are not responsible for any failure by you, the consignee, or persons authorized to act on your behalf, export control laws, sanctions, restrictive measures, or embargoes.

6. RIGHT OF INSPECTION

6.1. We do not accept cargo containing prohibited items.

6.2. You agree that We may be required to transmit information, including your personal information about the cargo, to the competent authorities of the country of arrival or to the competent authorities of the country of transit for customs clearance and / or security purposes.

6.3. You agree that, if necessary or at the request of any authorized body, including customs, your Shipment may be opened for inspection at any time.

7. CALCULATION OF TIME OF TRANSPORTATION AND DELIVERY

7.1. Weekends, public holidays, days on which banking institutions are closed, as well as delays caused by customs, delays related to obtaining approvals in accordance with local safety regulations, or other reasons beyond our control, are not taken into account when determining the term door-to-door delivery in our promotional materials. The route and method of transportation of your cargo is determined by our choice.

8. CUSTOMS CLEARANCE OF SHIPMENTS

8.1. You appoint Us as your agent only for the purpose of processing and moving the Shipment through customs. If to perform this work we use the services of a third party, you confirm that We are the consignee in part (for the purpose) of appointing a customs broker for customs clearance and payment of import duties. If any customs authorities require additional documentation for the customs clearance of the Shipment, you are responsible for providing the necessary documentation and related costs.

8.2. You acknowledge that all statements and information regarding the export and import of cargo are true and correct. You acknowledge that if you provide incorrect or knowingly false information about the Shipment or any part of its contents, you may be subject to civil and/or criminal liability, which includes penalties in the form of confiscation and sale of your Shipment in accordance with Ukrainian law. To the extent that we can provide you with voluntary assistance in completing the necessary customs clearance and other formalities, such assistance will be provided under your full responsibility.

8.3. Any customs duties, taxes (including, but not limited to, value added tax if payable), fines, storage costs or other costs that we may incur as a result of the actions of customs or other public authorities, or in connection with Due to the fact that you and/or the consignee will not be able to provide a proper list of documents, and/or obtain the necessary license or permit, you or the consignee will be exposed for payment. You assume the payment of customs duties and fees, as well as administrative costs associated with additional work and any other additional costs incurred, in the event that we invoice the consignee and the consignee refuses to pay customs duties and taxes. . You agree to our first request to provide an adequate guarantee of payment of any payments, taxes, penalties, storage costs and other costs provided for in this article.

8.4. We will endeavor to expedite all customs formalities for your Departure, but we will not be liable for any delays, losses or damages caused by the actions of customs officers or other public authorities.

9. INCORRECT ADDRESS OR POST BOX NUMBER

9.1. If we are unable to deliver your Shipment via an incorrect address, we will notify you of the relevant changes and will deliver or attempt to deliver the Shipment to the correct address agreed with You, although this may incur additional costs that You agree to reimburse.

9.2. Delivery by subscriber box numbers is not carried out.

9.3. You agree that the Shipment may be delivered to any responsible person or employee of the Recipient, at the address specified in the Consignment Note.

10. DELIVERY OF YOUR CARGO

10.1. If it is not possible to send the Shipment to the recipient, we will try to leave a message at the recipient's address informing about the attempt to deliver the Shipment and its location.

10.2. If the next time in trying to deliver the Shipment, it will not be delivered to the recipient of the Shipment or the recipient of the Shipment refuses to accept it, we will try to contact you to agree on further actions. You agree to reimburse Us for any costs incurred by Us in connection with the redirection, disposal or return of the Shipment, as well as, if necessary, to pay for our further attempts to deliver the Shipment and the corresponding further actions. If we do not receive Your instructions within 10 (ten) days of our second attempt to deliver the Shipment, we reserve the right, in our sole discretion, to destroy or sell the contents of the Shipment without any liability to Us.

10.3. Special delivery instructions:

10.3.1. You or the recipient of the Shipment may give Us special instructions for sending it to another destination/person (for example, a neighbor and/or a neighboring address) or the recipient may express their wish to receive the Shipment at another place agreed with Us. In case You submit a request and agree to service for You, the following conditions are considered agreed by You:

10.3.2. Our submission of a delivery notice indicating an alternate recipient or place of delivery is sufficient proof of delivery;

10.3.3. We are not responsible for any loss or damage incurred as a result of Our execution of Your special delivery instructions;

10.3.4. You exempt Us from liability and undertake to reimburse Us for costs, damages incurred due to the loss or damage of any Shipment as a result of following special delivery instructions. You agree that We have the right to withhold a fee from You for following Your special delivery instructions.

11. YOUR RESPONSIBILITIES

11.1. You represent and warrant that:

a) the contents of the Shipment (including, inter alia, the weight and number of seats) have been correctly described in the waybill, the contents of the consignment are correctly marked and the corresponding label or labels are securely affixed by you in a conspicuous place on the outside of the consignment;

b) the full address of the consignee, including the postal code, is neatly and clearly indicated in the waybill;

c) You are fully responsible for the reliability and adequacy of the packaging, its compliance with the weight and nature of the cargo, and ensure that you indicate the correct weight of the cargo, the contents of the cargo are correctly marked, the contents are prepared, securely and neatly packed to protect against normal risks during transportation, including mechanical sorting and/or handling of cargo by automatic devices. You understand that if these conditions are not met, We are not responsible for the preservation of the Shipment;

d) You have securely affixed a heavy weight label (for any item weighing 30 kg or more), a fragile cargo label, a shifted center of gravity label, etc., or other labels indicating the handling of the load in a conspicuous place on the the outside of the cargo, where We can see it clearly;

e) the contents of the cargo are not prohibited by IATA, ICAO, IMDG and ADR and do not contain prohibited articles and neither You nor the consignee is a private person or organization with which We or You may not have a relationship under any laws or regulations;

f) if You have asked Us to invoice the recipient or any other third party and the recipient or third-party refuses to pay it, you agree to pay our invoice within 7 days of sending it directly to you;

g) for Shipments to be transported across the border, you have added a duly completed invoice indicating the recipient of the Shipment and his VAT number, correctly and clearly stated the intended use of the contents of the Shipment and the correct weight, other data and documents required for customs clearance in accordance with current legislation;

h) in order to comply with the Law of Ukraine "On Personal Data Protection" You provide permission for the processing and use of Your personal data, inclusion in personal databases for the purpose of proper implementation of this Agreement;

i) the value of the uninsured cargo does not exceed the amounts specified in paragraphs. k) Article 11.1. of these General Terms and Conditions

j) provide reliable and objective information on the cost of the contents of the Shipment. If you have not indicated the cost of the Shipment in Ukraine in the relevant section of the Transport Invoice, it is considered that the declared cost of such a Shipment is UAH 200. 00 kop. (two hundred hryvnias 00 kopecks).

k) You will conclude insurance contracts for Shipments, the value of the contents of the Shipments of which exceeds UAH 50,000. 00 kop. - for transportation within Ukraine, and 5,000 (five thousand) Euros for international transportation. Shipments can be insured by You as well as by Us, on Your behalf and at Your expense.

11.2. You agree to release Us from any liability We may incur for You in breach of any clause of these terms.

12. DEGREE OF OUR RESPONSIBILITY

12.1. Our liability for any loss, damage or delay of Your Shipment or any part thereof is established as follows:

a) Air transportation

If Your shipment is carried in part or in full by air and involves a final destination or stop in a country other than the country of departure, the Warsaw Convention of 1929 (as amended by the 1955 Hague Protocol and/or the 1975 Montreal Protocol) applies, or Montreal Convention of 1999. These international agreements govern and limit our liability for loss, damage or delay of your Shipment by 17 special drawing rights per kilogram (approximately EUR 20 per kilogram).

b) Road transport

If the carriage of Your Shipment is exclusively by road and is carried out within, with or to a country that is a party to the 1956 Convention on the International Carriage of Goods by Road (CMR), then we are responsible for the loss or damage of Your Shipment or for the damage caused by it third party, is limited to 8.33 special drawing rights per kilogram (approximately 10 euros per kilogram). In the event of a delay, if You can prove Us that you have been harmed, Our liability is limited to refunding you the amount you paid Us for the carriage of such Shipment or part thereof that has been detained. In the event that We transport Your goods by road within a country that is not a member of CMR or between two countries, one of which is a member of CMR, Our liability for loss or damage to your cargo will be equal to liability for CMR, which is limited to 8.33 special borrowing rights per kilogram (approximately € 10 per kilogram, although the exchange rate may vary). Our liability for delay may not exceed the fee paid by you for the carriage of part of the detained cargo or the entire cargo in case of its detention.

c) Liability in the provision of other services and conditions for non-application of conventions.

If none of the limitations of liability under the above conventions apply for any reason, including breach of contract, negligence, willful misconduct or failure to fulfill obligations; loss, damage, delay, incorrect delivery or non-delivery of Your shipment is due to the provision of services not related to direct international air or road transport - Our liability to You is limited to the actual funds You spent on the purchase (in case of loss or total unfitness before use) or repair of the Shipment or its relevant part, but in any case the upper limit does not exceed 10 (ten) euros per kilogram.

The maximum amount of compensation is 1,000 (one thousand) euros for cargo in international traffic. Our liability for delays in the delivery of Your Cargo in international traffic may not exceed the fee paid by You for the carriage of part of the detained cargo or the entire cargo in case of delay.

We have the right to repair/restore the damaged Shipment at Our own expense or with the involvement of third parties. In the event that We make full compensation for a damaged Shipment, You will return to Us a Shipment for which compensation was received within three days from the date of payment of such compensation. In the event of a delay in the delivery of the Shipment, if You can prove Us that you have been harmed, Our liability is limited to returning to You the amount you paid Us for the carriage of such Shipment or part thereof that was delayed.

12.2. Unless otherwise provided in the terms of Clause 12.1, unless We are responsible for providing other services for any reason, including, but not limited to, breach of contract, negligence or intent, Our Liability shall in no case be exceeds 1,000 (one thousand) euros per event or series of events related to one cause or similar causes of damage, or in case of loss or damage to the goods Our liability is limited either by the market value of the goods at the time of transportation, or the price of possible sale of goods or its part, whichever is less, but the amount of compensation in each case may not exceed 3.40 euros per 1 kilogram of cargo, but not more than 1,000 (one thousand) euros per event or series of related events.

13. DISCLAIMER OF LIABILITY

13.1. We are not liable for any consequences or special losses or damages (including loss of profits, benefits, markets, reputations associated with the use of content or loss of such opportunity, application of sanctions, prosecution or other indirect losses incurred in due to loss, damage, delay, incorrect delivery or non-delivery of your Shipment.

13.2. We are not responsible for shortage, damage of shipment if the integrity of the packaging is not violated.

13.3. We are not responsible if Your Shipment or any part of it has been lost, damaged, delayed, incorrectly delivered or not delivered at all due to:

a) circumstances beyond Our control, including (but not limited to):

- natural disasters: earthquakes, cyclones, storms, floods, fires, epidemics, fog, severe ice, snow drifts or frost;
- force majeure: war, accidents, acts of public disobedience, strikes, embargoes, air risks, local conflicts or civil unrest;
- national or local disturbances in air or ground transport networks and mechanical problems with transport or equipment;
- hidden or internal flaws in the content of the Shipment;
- criminal acts of third parties, such as robbery (theft, robbery, burglary) and arson;

b) Your actions or omissions, as well as the actions and omissions of third parties, including Consignees, namely:

- You or any third party claiming the Shipment has caused a breach of Your obligations under these terms, in particular the warranties set forth in clause 11;
- actions or omissions of any customs authorities, airline and airport officials, civil servants, consignees, shippers, third parties;

c) the contents of Your Shipment consisted of any prohibited items, even if We have mistakenly accepted such Shipment.

13.4. Our activities are not activities for the carriage of goods, passengers and luggage by public transport, and accordingly We are not responsible for this.

14. SHIPMENT WITH GUARANTEED DELIVERY TIME

14.1. In the event that We have not been able to deliver the Shipment with a guaranteed delivery time (which you ordered) within the specified period and if Our failure was not caused by the grounds specified in paragraph 13, if You have sent Us a claim for damages in accordance with item 18, We will assign you

the price for the delivery service actually provided by Us (for example, delivery till 12.00), instead of that price which We calculated for service which You ordered (for example, delivery till 9 o'clock in the morning).

15. VALUABLE ITEMS

15.1. Precious stones, precious metals, jewelry, money, securities, unprotected furniture, glass or porcelain, art objects, antiques and important documents, including passports, tenders, purchase and sale certificates, must not be sent by You through Our delivery network. , as it includes machining and automatic sorting equipment with numerous devices for loading, reloading and unloading. In case that We transport these items on Your behalf, You are responsible for any loss, damage or delay.

16. INSURANCE

16.1. With Us, You can purchase insurance for the full cost of Your cargo and freight (excluding the carriage of documents) by filling out the appropriate section and paying a certain fee to cover all Your possible risks associated with loss or damage during transportation.

16.2. The insurance does not cover the carriage of precious stones, precious metals, jewelry, money, securities, unprotected furniture, glass or porcelain, art objects, antiques and important documents, including passports, bids, certificates of purchase and sale, and as well as any messages, information or data on electronic media, including floppy disks, CDs, films. If You intend to send these goods, You provide their insurance yourself.

16.3. The insurance under the conditions set out in this section does not cover losses of a Consecutive nature, or which have arisen in connection with a delay in delivery or which have arisen in connection with your breach of the circumstances set out in these General Conditions of Carriage and Other Services and does not apply to services other than transportation. In addition, insurance is not used in some countries. You can get information about the terms of insurance and the amount of insurance coverage by contacting the Customer Service Department, or on the website www.teleport.ua or from our employee who accepts the order.

17. CLAIMS OF THIRD PARTIES

17.1. You acknowledge that You do not allow any other person interested in the cargo to file charges, claims or actions against Us with Us, even if We have been negligent or have failed to perform our duties. If such allegations, claims or actions have taken place, You release Us from the Consequences of such allegations, claims or actions and reimburse the funds we have spent on them.

18. CLAIMS PROCEDURE

18.1. If You wish to make a claim in connection with a lost, damaged or delayed cargo, Your actions are primarily guided by the provisions of the relevant conventions, in case none of them applies - You must follow the following procedure, otherwise We reserve the right to reject Your claim:

18.1.1. You must notify Us in writing of any loss, damage or delay a) within 21 days of delivery of the Shipment or b) within 21 days of the date on which delivery was to take place; or c) from the date on which you become aware of the loss, damage or delay, if the claim relates to the provision of other services.

18.1.2. You must document your claim by sending Us all relevant information regarding the Shipment, its loss, damage or delay.

18.1.3. We are not obliged to respond to any claim for payment of Our transportation services, nor are You entitled to withhold the amount of your claim for payment for Our transportation services.

18.2. The shipment is considered delivered in good condition if the recipient has not made any comments on the damage in the waybill and/or the register of deliveries of shipments ("RanShit") upon receipt of the Shipment. In order for Us to consider a claim for damage, the Parties must inspect the contents of Your

Shipment and the original packaging and draw up an appropriate Act with the participation of representatives of both Parties at the time of acceptance of the Shipment.

18.3. Unless otherwise specified in the relevant convention or regulation, Your right to claim damages from Us will be considered expired if You have not applied to the court within 1 year from the date of delivery of the goods or from the date on which the goods were to be delivered; if the request concerns other services - within 1 year from the date from which You learned about the shortage, damage or delay.

18.4. In case that We have accepted part or all of Your claims, You warrant to Us that your insurers or any other person interested in the cargo will waive any rights, indemnities and remedies they may claim;

18.5. The shipment is not considered lost until at least 30 days have elapsed from the date on which you informed us that the shipment had not been delivered. We can reduce this period by signing an Additional Agreement with you.

19. TARIFFS AND PAYMENTS

19.1. You agree to pay for Our transportation services between the points specified in the consignment note, in the manner prescribed by Section 4 of the Agreement, at a price calculated in accordance with the tariffs applicable to Your Shipment and specified on Our website (www.teleport.ua), as well as value added tax. Refusal to pay the invoice is not allowed if You have not appealed to Us in writing within 7 days from the date of invoicing. We can check the weight and/or volume and/or number of places in Your shipment and if discrepancies are found between the weight and/or volume and/or number of places You have indicated in the waybill, You agree that all calculations will be made from the weight and/or volume and/or number of seats received by Us after the inspection.

19.2. You agree that prior to the provision of the service You have read the current (at the time of acceptance of the shipment for transportation) tariffs posted on the website of the Contractor (www.teleport.ua), and agree to provide services at such rates. We charge the amount of payment either for the actual weight of the Shipment or for the volume weight, whichever is greater, and the volume weight is calculated according to the volume conversion equation specified in our price list.

19.3. All import duties, value added taxes, other charges levied on cargo in the country of destination are paid upon receipt of the goods.

If the recipient refuses to pay, you undertake to pay us the specified amounts within 7 days after our notification of the recipient's refusal to pay.

19.4. You agree that We have the right to charge interest on all overdue bills. You agree to pay Us the specified interest, calculated on the basis of reasonableness and accuracy in accordance with the totality of unpaid invoices within 7 days from the date of issuance of an additional invoice.

19.5. Door-to-door delivery tariffs posted on the Contractor's website (www.teleport.ua) include simple customs formalities, and we reserve the right to charge an additional administrative fee if additional and/or lengthy customs work is required clearance to be able to deliver your goods to the recipient. Additional charges may apply in some countries with complex customs clearance procedures, which include (but are not limited to):

- formal customs declarations involving more than three different goods;
- customs mortgages or the need to deliver goods under a customs mortgage;
- temporary import benefits;
- clearance, which is necessary for other government agencies other than customs.

19.6. In some countries (directly where such an additional service is provided), We may make advance payments of import duties or taxes on behalf of the importer; the payment of the local administrative fee is borne by the recipient, and if he or she refuses to pay Us, the responsibility for this payment rests with You.

19.7. You may give Us special billing instructions or agree with the Recipient of the Shipment or another third party that he or she will pay Our Services and/or any taxes, duties, deductions, funds, penalties and penalties imposed on Us in connection with the Shipment. If the Recipient or a third party refuses to pay for Our Services or reimburse Us for any of the above funds, you agree to pay these amounts within 7 days after We notify You of the recipient's refusal to pay.

19.8. Our invoice should not be considered as a copy of the delivery confirmation or any other additional document that may be provided in digital or electronic form together with other additional documents with the consent of the parties.

19.9. In those countries where permitted by law, We use our standard invoicing method - electronic. You agree that in such countries, when you request or we are required to issue invoices in paper form, we reserve the right to include the cost of providing such a service in the invoice.

19.10. Our invoices are payable in the currency specified in it or in the relevant local currency at the exchange rate of the Contractor's servicing bank.

19.11. We have the general right to retain all of your cargo in our lawful possession, which gives Us the right to sell its contents by public auction and keep the proceeds of the sale to reimburse any amount of your possible debt to us for the goods transported or delivered earlier.

19.12. You agree to pay all fees, taxes and charges, including duties applicable to transportation or other services, and in connection with the issuance of documents, including the waybill.

20. OTHER CONDITIONS AND PROCEDURE FOR SETTLEMENT OF DISPUTES

20.1. The invalidity of any of the provisions of the General Terms and Conditions does not entail the invalidity of other provisions, as well as the conditions of carriage in general.

20.2. Disputes arising in the course of the provision of transportation services and/or other services shall be resolved by the Parties through negotiations. In cases where the Parties have not reached an agreement on disputes and disagreements through negotiations, the dispute may be considered in the manner prescribed by these conditions. In case that the settlement of disputes and disagreements through negotiations or claims is not possible, either Party has the right to refer the dispute under jurisdiction to the appropriate court.