

Dear Customer, please read our Terms of Service before sending the parcel

## International Cargo Shipping and Freight Forwarding Agreement

November 15<sup>th</sup>, 2017

“KIWI POST Ltd.”, hereinafter referred to as the “Forwarder” Webpage: [www.kiwipost.ge](http://www.kiwipost.ge) E-mail: [info@kiwipost.ge](mailto:info@kiwipost.ge) Ph.:+995 32 205 23 24; Address: 60,Tsagareli street, Tbilisi

and a customer: a physical person or a legal entity which uses the forwarding services provided by KIWI POST and, is given a personal room number of a customer which should be fixed with our general commercial invoice as well as in the database of KIWI POST, conclude the present Agreement as follows:

### 1. Subject of the Agreement

1.1. Subject of the present Agreement is rendering the freight forwarding services from the warehouses located in London (UK) and Tbilisi (Georgia) and belonging to the Forwarder, namely, delivery to Tbilisi and/or London of the cargo passed by the customer and accepted by the Forwarder, on behalf of the Forwarder and on account of the client

#### Address of KIWI POST in London:

19 New College Parade  
Finchley Road  
London, NW3 5EP  
TEL: +442074490312  
[Info@kiwipost.co.uk](mailto:Info@kiwipost.co.uk)

#### Address of KIWI POST in Tbilisi

60, Tsagareli street,  
Tbilisi, Georgia  
PO index: - 0194  
Tel.: +995 32 205 23 24;  
[info@kiwipost.ge](mailto:info@kiwipost.ge)

1.2. Registratioj of the customer in KIWI POST is free and voluntary. The registration is to be dome on the webpage [www.kiwipost.ge](http://www.kiwipost.ge) ,while the terms and conditions of the services are public. Use of the services to be rendered by the company KIWI POSTmeans that the customer read and agreed with the terms and conditions of the present Agreement.

## **2. Cost of Transportation; Payment**

2.1. Cost of transportation is calculated based on a total factual weight of the parcels. The cost of transportation is indicated in the price list provided in the webpage of KIWI POST ([www.kiwipost.ge](http://www.kiwipost.ge)); Cost of transportation of the personal parcels is calculated based on a minimum 1 (one) kg weight, while in case of the on-line purchases - based on a minimum 200 (two hundred) gram weight. In Georgia, the cost of transportation to be paid for the services rendered by KIWI POST, is calculated according to the official rate of purchase of the pound sterling established by the National Bank of Georgia as at the date of payment, in GEL

2.2. Payment of the cost of transportation can be done with using the credit cards and bank transfers from the company's webpage. The customers may also pay the cost of transportation via the so called "Pay-boxes" as well as in cash, in the office of KIWI POST

2.3. The weights are rounded to 100 g accuracy.

2.4. Payment for the transportation of the personal parcels is done upon delivery of the cargo by a sender to the KIWI POST office or by the consignee, when taking the cargo from the KIWI POST office. If the cost of the cargo transportation is not prepaid by the sender, the cargo will not be issued to a consignee unless the cost of transportation of the cargo is paid by the latter. Moreover, the consignee is obliged to take the cargo within 30 (thirty) days term after delivery of the same in the relevant office of KIWI POST. Otherwise, the sent/delivered cargo will become subject to destroy while its value will not be compensated. If the cargo consignee fails to take out the cargo from the office within 30 (thirty) days term after delivery, the sender becomes obliged to pay to the forwarding company a penalty in amount of a full value of transportation of the parcel

2.5. In case of transportation of the on-line parcels, the customer is obliged to pay the cargo transportation cost within 30 (thirty) days term after delivery the same to the relevant office of KIWI POST and, take it from there. If the cost of transportation of the parcel is not paid and/or the parcel is not taken out, the latter shall be subject to destroy, while its value – will not be compensated to the customer.

## **3. The customer shall be obliged:**

3.1. To provide the Forwarder with a full information regarding the cargo (cargo category), and, when supplying the cargo to the relevant office, to give a detailed information on the cargo consignee (first name, surname, personal number, address, telephone number), as well as to issue instructions necessary for executing the waybills and other instruments needed for ensuring the customs clearance and/or performing other required activities

3.2. In case of on-line purchases, the customer must indicate the tracking code on the webpage of KIWI POST

3.3. In case of the dangerous cargo, the client must warn the Forwarder about an exact type of a threat and, if necessary specify the safety measures to be taken.

3.4. A cargo, on a which dangerous nature the Forwarder was not inform, may be unloaded, destroyed, or decontaminated at any time and on any site, without charging the compensation-related obligation,

3.5. If a type of the cargo requires so, the client shall be obliged to [pack it in compliance with the shipment requirements

3.6. When transporting the electronic equipment and breakable parcels, KIWI POST assumes no responsibility on a safety of the parcels. In case of such cargo, the sender must pack the parcel himself/herself and assume responsibility for its safety

3.7. Neither the on-line purchased parcels nor the personal ones shall be opened and/or re-packed by KIWI POST. The company sends the parcels in the same shape, as received in its relevant offices

3.8. A consignee of the cargo indicated/named by the client, shall be obliged to check the content of the parcel when receiving it in the office. After taking the parcel out of the office, no claims regarding the damage thereof will be accepted and, KIWI POST will assume no responsibility for a possible damage or deficiency of the items placed in the parcels

#### **4. Courier service in case of the on-line purchases and sending the personal parcels**

4.1. The company KIWI POST offers the customers the courier services both in Tbilisi and a whole territory of Georgia, as well as in London, in certain cases (in case of London, the company KIWI POST offers the customers the courier services on the addresses within M25 area)

4.2. Supply of the parcels to the consignees in Tbilisi, will take place not later of 3 (three) working day term after delivery of the parcels to Georgia, at the address indicated by the customer

A price of the courier service in case of the on-line orders, makes:

- Parcels up to 5 kg – 85 Pence
- Parcels from 5 kg to 10 kg – 1,40 pound
- Parcels from 10 kg to 30 kg – 2,85 pound

4.3. Supply of the parcels purchased through the on—line orders to other cities and regions of Georgia, is implemented through the relevant offices of the” Post of Georgia”, taking into account addresses of the consignees. The parcels sent in the regions, must be taken from the relevant

offices of the “Post of Georgia” by the consignees themselves. Price of the courier services of the cargos in the regional offices of the “Post of Georgia”, makes:

- Parcels up to 5 kg – 85 pence
- Parcels from 5 kg to 10 kg – 1,40 pound
- Parcels from 10 kg to 30 kg – 2,85 pound

A price of the courier service of the parcels which weight exceeds 30 (thirty) kg, must be agreed in advance with the relevant offices of the company KIWI POST

4.4. Price of the courier service of the personal parcels sent to Georgia from the London Office of KIWI POST, makes 0.50 (fifty) pence for per kg of the parcel

4.5. If the parcel is sent to London from the Tbilisi Office of KIWI POST and, the weight of such parcel makes 50kg or more, the company KIWI POST offers the customers the local courier service in London, valued as 0.60 (sixty) pence. If the weight of the parcel is less than 50 (fifty) kg, the consignee in London is obliged to appear personally at the London Office of and receive the parcel.

4.6. In order to apply the courier services and receive the parcels, the consignee shall, after receiving a short-text message indicating both the weight of the cargo and the value of the transportation/courier services thereof, pay for both the transportation and courier service of the parcel. In case of nonpayment, the parcel will not be sent to the consignee / customer by the courier

4.7. Within the scopes of Tbilisi, the courier delivers the parcel only once, at the address instructed by the customer. In case of regions, the courier delivers the parcels at the relevant offices of “Post of Georgia”, with taking into account the addresses of the customers

4.8. Change of the consignee’s address from the webpage is possible only until the parcel reaches the office of destination. In other cases, the parcel will not be supplied to the changed address.

4.9. Changing/ readdressing the address through dialing in the office or on the grounds of a verbal agreement, shall not be allowed

4.10. The courier will not deliver the parcels on the floors

4.11. Before reaching the consignee’s address, the courier will contact him/her via the cell number/numbers fixed by the consignee for the purpose of receiving the parcel. If the parcel will not be passed by reason of the consignee, the courier will take it back to the KIWI POST office and, it is the consignee’s responsibility to take it from the office. In such a case, value of the courier service will not be compensated to the customer

4.12. For receiving the parcel, the consignee (a person whose full name is indicated directly on the parcel) must have the ID Card or the Passport. A xerocopy of the identity confirming document

shall not be accepted. Besides, before sending the cargo, the sender may indicate in the webpage account the names of one or more (maximum six) desirable to him/her persons, who will be empowered to receive the cargo supplied to Georgia. In such a case, if the parcel is received by a third person who is not a direct purchaser thereof, the ID Card or the passport of a person who will receive personally the cargo, shall also be required

4.13. Confirmation of transfer of the parcel to the consignee shall take place by presenting the consignee's ID Card or Passport, or on the grounds of his/her signature on the receipt or on a special electronic device.

4.14. In case of the on-line purchase, if the consignee of the parcel and its direct purchaser are not one and the same person, the consignee shall be obliged to present the ID document of the direct purchaser. In other cases, the cargo will not be transferred to consignee indicated by the purchaser

4.15. In case of the on-line purchase, the company KIWI POST offers the customer the service of returning the parcel back to the shop, provided that the customer shall have paid the transportation expenses

## **5. Working Schedules of the Offices, Periods of Payment for and Receiving the Parcels**

5.1. The warehouse in London is open for operations from Monday through Sunday (except for the official holidays), according to the following schedule: from Monday through Friday: from 13.00h. to 20.00h.; On Saturdays and Sundays: from 1.00h to 19.00h. As to the Tbilisi Office, the working hours are: from Monday through Friday: from 10.00h to 20.00h; On Saturdays – from 11.00h to 12.00h, while on Sundays from 11.00h to 15.00h.

5.2. An average duration of transportation of the cargo makes 2-8 (from two to eight) days.

5.3. No flights are fixed for cargo shipment. Therefore, the company assumes no responsibility for delayed flights in case of occurrence of the force-majeure circumstances (e.g. difficult meteorological conditions, cancellation or changes in the flight schedules by air company, etc.) and/or holidays-related reloads in the air companies

## **6. Customs Clearance**

6.1. Cargo declaration (indication of the code of the parcel, price (in a relevant currency), name (webpage) of sender, sending and receiving countries, category of the cargo) shall be necessary. The customer shall be personally liable for the accuracy of this information

6.2. The Customer shall be responsible for all the customs clearance operations. However, the Company will assist the customer in use of the simplified customs procedures, namely, if the

declaration is filled out correctly, the customer may take the parcel, upon its delivery to the KIWI POST Office, together with the customs declaration

6.3. Transportation of any quantity of all types of the electric cigarettes are subject to the customs clearance

6.4. Preparation of the documents for the parcels to be cleared at the customs office, shall be free for the customers

6.5. If any penalty sanction is imposed on KIWI POST by the Customs Office or the Ministry of Finance due a full or partial nonperformance of the service-related obligations by the customer(e.g. incomplete or inaccurate declaration of the items), the company KISWI POST preserves the right to charge the customer with payment of any such penalty sanction.

6.6. In the event of on-line purchase of 3 (three) similar items by the customer, the purchased items shall be subject to the customs clearance, regardless of the price of purchase

## **7. Products prohibited for transportation**

7.1. The products listed below, are prohibited for transportation to the customers:

- a) Alcohol beverages;
- b) Cash, securities, bank cards, banknotes;
- c) Precious stones, platinum, gold, silver and jewelry made of them;
- d) Paint and toxic substances;
- e) Explosive and other dangerous items, such as lighters, new year screws, pumped spraying balloons, etc.;
- f) Firearms or their parts, electric shocker, crossbows, cold steel arms;
- g) Pornographic products;
- h) Narcotic substances substituting products;
- i) Medicines, plants or their seeds;
- j) Any types of flavor enhancers, including so called “bio”
- k) Medical preparations permitted by doctor’s prescription only, according to the Applicable Laws of Georgia
- l) Animals, birds, fishes, rodents or their figures
- m) Milk, meat, fish products, honey, tobacco (for the parcels to be sent from Georgia to the Great Britain) .

If any prohibited product is sent by the customer, the company KIWI POST assumes no responsibility for confiscation of such products by the Customs Office.

7.2. If anyway, the customer sends any prohibited item through the company KIWI POST, the company assumes no responsibility for returning these items back to the customer or transferring to the consignee. Therefore, such a breach shall be deemed a breach of the conditions of the services and, will cause an unconditional termination of the services and services and application of the penalty sanctions against the customer, a size of which will be determined according to the material damage caused to KIWI POST

## **8. Miscellaneous**

8.1. The terms and conditions of the services specified herein, shall be deemed as the agreement concluded between the company and the customer upon submitting these terms and conditions to the customer through pressing the button “I agree” on the company’s webpage

8.2. KIWI POST hereby takes the obligation before the Client for those services only, which are described on the terms and conditions of the services

8.3. KIWI POST preserves the right to record and keep the relations with the customer through internet, telecommunication, any type of the video monitoring systems, including the e-mail messages, chats, telephone talks, facebook, blog comments, which may be used by the company for the purposes of protection of its rights in case of court proceedings or occurrence of other disputes with the customer

8.4. The room number on which no parcel is fixed, shall be consider inactive and, will be cancelled after expiry of 3 (three) months from the date of its registration

8.5. Personal information of the customer is protected. KIWI POST shall not disclose any customer-related information to any third party without the court decision

8.6. KIWI POST preserves the right, upon informing the client in advance, and without any agreement with the latter, to change the terms and conditions of or terminate delivery of the services to the customer

8.7. Given name and surname of the customer cannot be changed after the registration thereof, without appropriate instructions of the company. The instructions shall imply presentation of the ID document in the office, confirmation of the same by e-mail, etc.

8.8. The rights and duties of the customer and the forwarder, as well as the terms and conditions envisaged by the agreement, shall be governed by the Applicable Laws of Georgia

8.9. In the event of the on-line purchases, for any sent parcel the customers of KIWI POST will receive relevant points on the UNICARD account of the company, a number of these points is to be calculated with considering the weight/transportation cost of the parcels sent

8.10. Customers of KIWI POST have the opportunity to pay costs for transportation and courier services through the points accumulated on the UNICARD account.